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# **AGREEMENT**

Between the



**THE LOWELL JOINT  
SCHOOL DISTRICT**

and



**CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION**

**Chapter No. 294**

**for the period of**

**JULY 1, 2019 through JUNE 30, 2022**

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TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
PREAMBLE	4
1. RECOGNITION	5
2. DISCRIMINATION CLAUSE	6
3. MANAGEMENT RIGHTS AND DISTRICT POWERS	7
4. ORGANIZATIONAL SECURITY	8
5. DEFINITIONS	9
6. ORGANIZATIONAL RIGHTS	12
7. HOURS AND OVERTIME	14
8. SUMMER SCHOOL EMPLOYMENT	18
9. PAY AND ALLOWANCES	20
10. EMPLOYEE EXPENSES AND MATERIALS	23
11. PERFORMANCE EVALUATIONS	25
12. PERSONNEL FILES	27
13. GRIEVANCE PROCEDURES	29
14. HOLIDAYS	34
15. VACATION PLAN	36
16. LEAVES	39
17. HIRING	53
18. TRANSFERS AND VACANCIES	54

1  
2  
3  
4  
5  
6  
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11  
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<u>Article</u>	<u>Page</u>
19. PROMOTION	57
20. DISCIPLINARY ACTION	59
21. EMPLOYEE BENEFITS	66
22. LAYOFFS AND REEMPLOYMENT	69
23. SAFETY	76
24. RESTRICTIONS	77
25. DISTRIBUTION	78
26. SEVERABILITY	79
27. NEGOTIATIONS PROCEDURE	80
28. CLASSIFICATION AND RECLASSIFICATION	81
29. DURATION	83
Appendix "A" Non-Bargaining Unit Positions	
Appendix "B" Classification of Positions/Classified Salary	
Appendix "C" Classified Salary Schedules	
Appendix "D" Performance Recognition Increase	
Appendix "E" Longevity Plan	
Appendix "F" Evaluation Forms	
Appendix "G" Grievance Forms	
Appendix "H" Vacation Accumulation Plan	
Appendix "I" Classified Employees Vacation Computation Schedule	
Appendix "J" Sick Leave Computation Schedule	
Appendix "K" Statement to New Employees	
Memorandums of Understanding	

**PREAMBLE**

- A. The articles and provisions contained herein constitute a binding agreement by and between the Governing Board (hereinafter referred to as “Board”) of the Lowell Joint School District (hereinafter referred to as “District”) and the California School Employees Association and its Lowell Joint Chapter #294 (hereinafter referred to as “CSEA”).
- B. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540 through 3549.3 of the Government Code.

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**ARTICLE 2**

**DISCRIMINATION CLAUSE**

2.1 No Discrimination on Account of CSEA Activity. Neither the District nor CSEA shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage or not to engage in lawful CSEA activity, excluding strikes or sick-outs.

2.2 Discriminatory Action. The Board shall not discriminate against any unit member because of his/her exercise of rights guaranteed by Education Code Sections 200-212.6, nor shall the Board discriminate against any unit member on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation. If a unit member or CSEA acting on behalf of a unit member believes there has been a violation of Article 2.2, the unit member or CSEA may request a meeting with the supervisor, the classified personnel officer, or superintendent or designee to discuss the complaint and seek a resolution. The provisions of this Article shall not be subject to the contractual grievance procedures (Article XIII - Grievance Procedure).

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**ARTICLE 3**

**MANAGEMENT RIGHTS AND DISTRICT POWERS**

3.1 Management Rights. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to those duties and powers, are the exclusive right to: Determine its organization; establish its educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine the curriculum; manage the District’s operations; direct work of its employees; determine time and hours of operation; determine kinds and levels of services to be provided and methods and means of providing them; determine staffing patterns; assign and allocate personnel required; maintain efficiency of District operation; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine methods of raising revenue; contract out work within the law; and take action on any matter in the event of an emergency.

3.2 Exercise of Powers. The exercise of foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and the law.

3.3 Emergencies. The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency. The determination of whether or not an emergency exists is solely within the discretion of the Board and is expressly excluded from the provisions of Article XIII, Grievance Procedures, of this Agreement, except that the decision may be subject to administrative and/or legal review.

3.3.1 An emergency shall exist by “act of God” and other events, as defined in applicable laws and precedential legal cases within California or United States Courts.

3.3.2 An emergency may also include any acts or events beyond control of the District.

1 **ARTICLE 4**

2 **ORGANIZATIONAL SECURITY**

3 4.1 Except as expressly exempted herein, all Union Members are required to pay membership  
4 dues to CSEA.

5 4.1.1 Union members shall sign and deliver to CSEA an authorization of payment of  
6 membership dues to CSEA during the term of the Agreement, and shall maintain  
7 such membership unless revoked in writing to and with the approval of CSEA.

8 4.1.2 By August 15, CSEA shall provide to the District the annual amount of dues for  
9 membership in CSEA.

10 4.1.3 CSEA shall update the list of Union Members on a regular basis and submit any  
11 changes to the District.

12 4.1.4 CSEA agrees to furnish any information needed by the District to fulfill the  
13 provisions of this Article.

14 4.2 The CSEA has the exclusive right to have employee organization membership dues  
15 deducted by the District from the wages or salary of Unit Members in accordance with the  
16 provisions of this Article.

17 4.2.1 The District shall cause payroll deductions to be made in accordance with the  
18 District's procedures and CSEA's dues.

19 4.2.2 CSEA may specify a change in the amount of the dues provided an authorized CSEA  
20 office submits a written notice to the District for such an adjustment.

21  
22 4.2.3 The District shall, without charge, transmit to the CSEA, the sums deducted under  
23 this Article.

24 4.3 CSEA agrees to indemnify and financially hold harmless the District, its Governing Board,  
25 officers and administrators, against any and all claims, demands, costs, lawsuits, including  
26 attorney fees incurred in defending said persons or District, or any other form of liability or  
27 expense, costs, that may arise out of or by reason of action taken by the District for the  
28 purpose of complying with this Article. The District shall promptly notify the CSEA of  
29 any civil, administrative or other action taken against the District as a result of its  
30 compliance with this Article.



1 **ARTICLE 5**

2 **DEFINITIONS**

3 5.1 “Academic Year” is the period defined in the Board approved “Student Attendance  
4 Calendar.”

5 5.2 “Allocation” is the placement of a position in a given job family and the assignment of  
6 the classification title to the position.

7 5.3 “Anniversary Date” is the date upon which an employee is hired as a regular employee in  
8 the District for purposes of initial salary step placement and longevity benefits.

9 5.4 “Bumping Right” is the right of an employee, under certain conditions, to displace an  
10 employee with less seniority in a classification.

11 5.5 “Job Family” is a group of classifications similar in function (e.g. clerical, food services),  
12 with substantially the same requirements of education, experience, knowledge, and  
13 ability are demanded of incumbents; substantially the same tests of fitness may be used in  
14 choosing qualified appointees; and the same salary range may be applied with equity.

15 5.6 “Job Family Classification” means that each position in the classified service shall have  
16 a designated title, a regular minimum number of assigned hours per day, days per week,  
17 and months per year, a specific statement of the duties required to be performed by the  
18 employees in each such position, the qualification requirements, and the regular monthly  
19 salary ranges for each such position.

20 5.7 “Demotion” is a change in assignment of an employee from a position in one  
21 classification to a position in another classification, which is allocated to a lower  
22 maximum salary rate. A demotion may be voluntary, or the result of disciplinary action  
23 or other reasons provided in the Education Code.

24 5.8 “Differential” is a salary allowance in addition to the basic rate or schedule, based upon  
25 hours of employment.

26 5.9 “Fiscal Year and School Year” is July 1 through June 30.

27 5.10 “Employee Benefits” means any form of insurance or similar benefit programs, including  
28 but not limited to medical, dental, or vision.

29 5.11 “Hire Date Seniority” is determined by the first day in paid status.

30 5.12 “Incumbent” is an employee assigned to a particular position within a classification.

- 1 5.13 “Industrial Accident or Illness” is an injury or illness arising out of or in the course of  
2 employment with the District.
- 3 5.14 “Involuntary Demotion” is a demotion without the employee’s voluntary written consent.
- 4 5.15 “Leave and Transfer Policies” means any policy concerning any form of employee leave  
5 or transfer, including but not limited to sick leave, vacations, personal leave, industrial  
6 accident or illness leave, holidays, or transfer of an employee from one site to another.
- 7 5.16 “Minimum Qualifications” are qualifications mandated by the Board of Trustees for a  
8 position in a job description and which must be possessed by an employee before  
9 consideration for employment can be given.
- 10 5.17 “Notice” Whenever notice is required under this Agreement, and no form of notice is  
11 otherwise designated, notice to the District shall be by delivery of written notice to the  
12 Office of the Superintendent. Notice to CSEA shall be written and delivered to the  
13 President of the Local Chapter or sent first class mail directed to the President of the  
14 Local Chapter.
- 15 5.18 “Permanent Employee” is an employee who has completed a probationary period of paid  
16 regular service in a classification in the classified service.
- 17 5.19 “Probationary Employee” is a regular employee who will become permanent in the  
18 District, or in a different classification, upon completion of a prescribed probationary  
19 period.
- 20 5.20 “Probationary Period” is a trial period of six (6) months of paid service in a specific  
21 classification following either initial entry into the District, or upon entry into a different  
22 classification.
- 23 5.21 “Promotion” is a change in the assignment of an employee to another classification  
24 within the bargaining unit with a higher salary range.
- 25 5.22 “Reallocation” is a movement of an entire classification from one salary range or rate to  
26 another salary range or rate.
- 27 5.23 “Reclassification” is a change in classification as a result of a change in duties, in  
28 accordance with the provisions of the Education Code.
- 29 5.24 “Reemployment” means reassignment to duty of an employee who has been laid off or  
30 voluntarily terminates his/her employment. Reassignment due to layoff or voluntary

1 termination shall be in accordance with the provisions of the Education Code and the  
2 terms and provisions of this Agreement.

3 5.25 “Reemployment List” is a list of names of regular employees who have been laid off  
4 from their positions by reason of lack of work, lack of funds, or abolishment or  
5 reclassification of position, and who are eligible to reemployment rights without  
6 examination in their former classification, or lower classification within the job family,  
7 and arranged in order of their right to employment for a period of thirty-nine (39) months.

8 5.26 “Regular Employee” is an employee who has probationary or permanent status.

9 5.27 “Restricted Employee” is an employee assigned to a restricted position.

10 5.28 “Safety Conditions of Employment” means any work-related condition affecting the  
11 health or safety of the employee.

12 5.29 “Salary Anniversary Date” is determined to be when an employee is granted an earned  
13 salary increment which includes step advancement, promotion, demotion, or  
14 reclassification.

15 5.30 “Salary Rate” is that amount of money authorized to be paid on an hourly, daily,  
16 monthly, or annual basis for a particular classification, assignment, or contract.

17 5.31 “Salary Schedule” is the complete list of ranges, steps, and rates established for the  
18 classified service.

19 5.32 “Salary Step” is a specific location in a salary range; one of the consecutive rates that  
20 comprise a monthly or hourly salary range.

21 5.33 “School Year and Fiscal Year” is July 1 through June 30.

22 5.34 “Seniority in Classification” is determined based on hire date within a classification.

23 5.35 “Substitute Employee” is an employee temporarily occupying a permanent position  
24 during the absence of the incumbent.

25 5.36 “Summer School” is that period when schools are in session between June and mid-  
26 August, which falls outside the academic year.

27 5.37 “Voluntary Demotion” is a demotion agreed to in writing by an employee and the  
28 District.

29 5.38 “Working Day” shall mean any day that the District Office is open for business.

30 5.39 “Working Hours” are officially assigned time in any given working day, exclusive of  
overtime.

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**ARTICLE 6**

**ORGANIZATIONAL RIGHTS**

6.1 CSEA Rights. CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement, the Education Code, or the Government Code of the State of California:

6.1.1 The right of access at reasonable times to areas in which employees work. Such access shall not interfere with the operation of the District.

6.1.2 The right to use without charge of institutional bulletin boards, mailboxes, and the school mail system and other District means of communication for the posting or transmission of information or notices concerning CSEA matters.

6.1.3 The right to reasonable use without charge of institutional facilities, equipment, and buildings at reasonable times. Such use shall be requested in accordance with District policies, law, and past practices.

6.1.4 The right to review upon request all applications to any other governmental agency for any grant, funding, or approval of any kind when such grant, funding, or approval can be reasonably be expected to have an impact, direct or indirect, on the classified service.

6.1.5 The right to receive two (2) copies of agendas, minutes, and supporting data of the meetings of the Board. One copy shall be sent to the chairperson of the CSEA negotiating team.

6.1.6 The District recognizes the need and affirms the right of CSEA to designate Site Representatives from among employees in the bargaining unit. CSEA reserves the right to designate the number and the method of selection of Site Representatives. CSEA shall notify the District in writing of the names of the Site Representatives and the group they represent. If a change is made, the District shall be advised in writing of such change.

6.1.7 Site Representatives shall be entitled to seek and obtain assistance from CSEA staff personnel at mutually agreed upon times between the employee and the immediate supervisor.

1 6.1.8 A seniority and location roster will be posted at each job site by October 15  
2 following the opening of school. If requested by the District, a two (2) week  
3 extension will be granted by the CSEA President.

4 6.1.9 If the District proposes to abolish a vacant position or a job family of vacant  
5 positions, it shall notify CSEA and CSEA shall be given the opportunity of  
6 reaction on the proposal. These reactions shall not be binding on the Board.

7 6.1.10 Paid release time for five (5) days for one (1) employee in the bargaining unit  
8 shall be granted for the purpose of attending as a delegate the annual CSEA  
9 conference held between July 15 and August 15, if the employee is in paid status  
10 and on duty during the time period of the conference.

11 6.1.11 Release time for the President and/or designee to attend to employer/employee  
12 relation issues and other CSEA matters shall be provided as mutually agreed by  
13 the President and the Superintendent in good faith.

14 6.1.12 The President or designee of CSEA will be released for the purpose of  
15 introducing new employees to CSEA representation and benefits. The CSEA  
16 President or designee will mutually concur with the appropriate supervisor to  
17 arrange a meeting with the employee which will not interfere with the  
18 instructional program or the operation of the work site.

1 **ARTICLE 7**

2 **HOURS AND OVERTIME**

3 7.1 Work Week. The workweek shall consist of five (5) consecutive days of eight (8) hours  
4 per day and forty (40) hours per week. This article shall not restrict the extension of the  
5 regular workday or work week on an overtime basis when such is necessary to carry on the  
6 business of the District.

7 7.2 Reduction in Hours. In the event the District decided to seek reduction in hours, it shall  
8 provide reasonable prior notice to CSEA. CSEA may then exercise its rights pursuant to  
9 the Educational Employment Relations Act.

10 7.3 Work Day. The length of the workday shall be designated by the District for each  
11 classified assignment in accordance with the provisions set forth in this Agreement. Each  
12 bargaining unit employee shall be assigned a fixed, regular, and ascertainable minimum  
13 number of hours per day, days per week, days per year, and months per year, which shall  
14 not be less than two (2) hours per day.

15 7.3.1 In the event of an anticipated change in an employee's normal work schedule as  
16 defined above, the employee shall be given ten (10) days advance notice of such  
17 change except in cases of emergency or when such change is anticipated to be on a  
18 short-term basis.

19 7.4 Lunch Period. All employees covered by this Agreement (working five (5) hours or more  
20 per day) shall be entitled to an uninterrupted duty-free lunch period after the employee has  
21 been on duty for four (4) hours. The length of time for such lunch period shall be for a  
22 period of no longer than one (1) hour nor less than one-half (1/2) hour and shall be  
23 scheduled for full-time employees at or about the mid-point of each work day.

24 7.5 Rest Periods.

25 7.5.1 All bargaining unit employees shall be granted rest periods which, insofar as  
26 practicable, shall be in the middle of each work period, at the rate of fifteen (15)  
27 minutes per four (4) hours worked which shall include the rest periods.

28 7.5.2 Specified periods may be designated only when the operations of the District  
29 require someone to be present at the employees' work site at all times. Such  
30 times shall be mutually agreed upon between employees and their supervisors.

1 7.5.3 Rest periods of a total of thirty (30) minutes on evening or special work shifts  
2 shall be scheduled to the mutual convenience of the full-time employees and  
3 supervisors.

4 7.5.4 Rest periods are part of the regular workday and shall be compensated at the  
5 regular rate of pay for the employee.

6 7.6 Rest Facilities. The District shall make available at each work site lunch and lavatory  
7 facilities for staff use.

8 7.7 Overtime. Except as otherwise provided herein, all overtime hours as defined in this  
9 section shall be compensated at a rate of pay equal to one and one-half (1-1/2) times the  
10 regular rate of pay of the employee for all hours worked in an overtime status. Overtime is  
11 defined to include any time worked in excess of eight (8) hours in any one day or on any  
12 one shift or in excess of forty (40) hours in any calendar week, whether such hours are  
13 worked prior to the commencement of a regularly assigned starting time or subsequent to  
14 the assigned quitting time.

15 7.7.1 If the District establishes a work day of less than eight (8) hours but seven (7)  
16 hours or more, and a work week of less than forty (40) hours but thirty-five (35)  
17 hours or more, all time worked in excess of the established work day and work  
18 week shall be deemed to be overtime.

19 7.7.2 All hours worked beyond the work week of five (5) consecutive days shall be  
20 compensated at the overtime rate commencing on the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>)  
21 day of work.

22 7.7.3 All hours worked by an employee on any legal holiday designated by this  
23 Agreement shall be compensated at one and one-half (1-1/2) times the regular rate  
24 of pay in addition to his/her regular pay for the holiday. All hours worked by any  
25 employee on any local holiday designated in this Agreement shall be  
26 compensated at one and one-half (1-1/2) times the regular rate of pay in addition  
27 to his/her regular pay for the holiday.

28 7.7.4 For the purpose of computing the number of hours worked, time during which an  
29 employee is excused from work because of holidays, sick leave, vacation,  
30 compensatory time off, or other paid leave of absence, shall be considered as time  
worked by the employee.

1 7.7.5 As per Education Code Section 45129, when compensatory time off is authorized  
2 in lieu of cash compensation, such compensatory time off shall be granted within  
3 12 calendar months following the month in which the overtime was worked and  
4 without impairing the services rendered by the District.

5 7.8 Minimum Call In Time. Any employee called in to work on a day when the employee is  
6 not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate  
7 overtime rate of pay under this Agreement.

8 7.9 Call Back Time. Any employee called back from home to work after completion of his/her  
9 regular assignment shall be compensated for at least two (2) hours of work at the overtime  
10 rate if called back before 10:00 p.m. Any employee called back after 10:00 p.m. shall be  
11 compensated for at least three (3) hours of work at the overtime rate. When, in the opinion  
12 of the immediate supervisor, two (2) employees need to be called back for safety reasons,  
13 he/she may exercise this option.

14 7.10 Hours Worked. For the purpose of computing the number of hours worked, all time during  
15 which an employee is in paid status shall be construed as hours worked.

16 7.11 Shift Differential Compensation. A \$37.50 monthly night differential will be paid to  
17 regular classified employees whose schedule requires them to work one (1) hour or more  
18 past 5:00 P.M. at least half of the working days within any given pay period. Those  
19 employees who work less than eight (8) hours will receive a proportionate amount of this  
20 night pay differential. Night pay differential shall be paid for each month in their work  
21 year.

22 7.12 Adjustment of Assigned Time. Any employee in the bargaining unit who is authorized to  
23 work an average of thirty (30) minutes or more per day in excess of his/her regular part-  
24 time assignment for a period of thirty (30) consecutive working days or more shall have  
25 his/her regular assignment adjusted upward to reflect the longer hours, effective with the  
26 next pay period.

27 7.13 Overtime – Equal Distribution. Overtime shall be distributed and rotated as equally as is  
28 practical among employees in the bargaining unit within each department.

29 7.14 Turn Down Work. An employee may have the right to turn down any offer or request for  
30 overtime or call-back, on-call, or call-in time, with the approval of the supervisor and such  
approval shall not be unreasonably withheld from the employee.



1 7.15 Additional Hours. Any employee in the bargaining unit who is authorized to work hours in  
2 addition to their part-time assignment shall be compensated at their normal salary  
3 including all longevity salary increases. (See Article 9.10)  
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1 **ARTICLE 8**

2 **SUMMER SCHOOL EMPLOYMENT**

3 8.1 Summer Assignments. When work normally and customarily performed by employees in  
4 the bargaining unit is available to be performed at times other than during the academic  
5 year, the work shall be offered to regular employees in the appropriate classification, as  
6 provided in this section.

7 8.1.1 The District will post notices for anticipated vacancies for summer assignments  
8 prior to the close of each school year (whenever possible, not less than two (2)  
9 weeks prior to the close of school). Employees seeking summer assignments will  
10 notify the Classified Personnel Office of their interest in such assignment.  
11 Whenever possible and appropriate, assignments shall be offered in each  
12 classification in order of seniority within that classification. The District will  
13 make every effort to maintain continuity of the academic and emotional support  
14 of its students by assigning the appropriate unit members to work in the Extended  
15 School Year (ESY) Program; therefore, seniority may not apply to these  
16 situations. If vacancies within classifications still exist after selection of  
17 employees within each appropriate classification, employees in other  
18 classifications will be considered. Employees who meet the qualifications  
19 required in the job descriptions, whenever possible and appropriate, shall be  
20 offered assignments based on seniority within the District. Employees who are  
21 not granted summer assignments, upon request by the employee, shall be  
22 informed of the reason for refusal. Employees may appeal in accordance with  
23 Article XIII, Grievance Procedures.

24 8.1.2 An employee who accepts such an assignment, in accordance with the provisions  
25 of this section, shall receive on a prorata basis not less than the compensation and  
26 benefits applicable to this classification during the regular assigned year. No  
27 employee shall be required to accept such an assignment that is not so regularly  
28 assigned.

29 8.1.3 All hours assigned to an employee for such an assignment shall be considered  
30 “hours in paid status” for the purpose of this Agreement.

1 8.2 Summer Work Schedule. Each individual unit will be required to vote to accept such  
2 assignment. Acceptance of the schedule will require a 2/3 majority vote of each  
3 individual unit. As each unit accepts an alternate schedule, such will be implemented as  
4 described and will not be contingent on all units accepting the schedule.

5 Management will conduct the vote with attendance and oversight of a CSEA  
6 representative designated by the Chapter.

7 8.2.1 The District may offer a 4/10 or 9/80 schedule in the summer as follows:

8 a. Time options are dependent upon Supervisor's approval.

9 b. The week of July 4<sup>th</sup> shall be a regular work week.

10 c. Vacation days and illness days will be deducted relevant to the schedule selected.

11 For example: 10 hours for those on a 4-day/10-hour work schedule and 9 for a  
12 9-day/80-hour work schedule.

13 d. Extended School Year and summer school assignments are not eligible for this  
14 schedule.

15 8.2.2 Part-time employees are eligible for a four-day schedule by pro-rating the time.

16 8.2.3 The Department, Site, Superintendent or Designee may offer a modified 4/10 work  
17 schedule and work hours.

18 8.2.4 Sites and departments shall determine if a summer schedule will be offered no  
19 later than two weeks prior to implementing the schedule. The summer schedule  
20 will be communicated to all appropriate bargaining unit members prior to  
21 implementation.

1 **ARTICLE 9**

2 **PAY AND ALLOWANCES**

3 9.1 Regular Rate of Pay. Salaries for unit members are designated by the appropriate  
4 individual placement on the salary schedule (Appendix C).

5 9.1.1 For the 2019-2020 school year, unit members shall receive a 2% on-schedule  
6 salary increase retroactive to July 1, 2019 to base salary earnings (excluding  
7 longevity, stipends, and other remuneration. This will apply to current unit  
8 members as of the date of ratification of this contract, and retired unit members  
9 who were in paid status during any portion of the 2019/20 school year.

10 9.1.2 For the 2020-21 school year, unit members shall receive a 2% on-schedule salary  
11 increase effective July 1, 2020 (excluding longevity, stipends, and other remuneration.  
12 This will apply to current unit members as of the date of ratification of this contract, and  
13 retired unit members who were in paid status during any portion of the 2020-2021 school  
14 year.

15 9.2 Paychecks. All regular paychecks of employees in the bargaining unit shall be itemized to  
16 include all deductions, overtime, holiday pay, additional wage benefits, differentials, and  
17 longevity, and show sick leave and vacation accrued as of the date of issue. Until such  
18 time as the County is set up to provide this information, the District shall furnish this  
19 information to each employee upon request.

20 9.3 Frequency – Once Monthly. All employees in the bargaining unit shall be paid once per  
21 month, payable on or before the last working day of the month. If the normal pay date  
22 falls on a holiday, the paycheck shall be issued on the preceding workday.

23 9.4 Payroll Errors and Lost Checks. Any payroll error resulting in insufficient payment for an  
24 employee in the bargaining unit shall be corrected and a supplemental check issued within  
25 five (5) working days after the employee provides notice to the District Payroll  
26 Department. Any paycheck for an employee in the bargaining unit which is lost after  
27 receipt, or if mailed is not delivered within five (5) days of mailing, shall be replaced no  
28 later than ten (10) working days following the employee's request of the Payroll  
29 Department for replacement of the check.

30 9.5 Special Payments. Any payroll adjustment due an employee in the bargaining unit as a  
result of working out of classification, re-computation of hours, or other reasons other

1 than procedural errors, shall be made and a supplemental check issued not later than thirty  
2 (30) working days following notice from Personnel and Board action to the Payroll  
3 Department.

4 9.6 Promotion. Any employee in the bargaining unit receiving a promotion under the  
5 provisions of this Agreement shall be compensated at Step 1 of the appropriate range and  
6 step of the new classification, or to that step which ensures an increase in rate as a result  
7 of the promotion.

8 9.7 Demotion. If an employee is demoted due to disciplinary action, the step placement of the  
9 disciplined employee shall be at that step as determined by the Board. For all other  
10 voluntary or involuntary demotions, the employee will be moved to that range of the  
11 lower classification and to that step of the lower range which will provide an hourly rate  
12 as close to the employee's former higher hourly rate without exceeding the former rate.

13 9.8 Mileage. Any employee in the bargaining unit regularly required to use his/her vehicle on  
14 District business shall be reimbursed at a monthly rate established by the District. Any  
15 employee in the bargaining unit required to use his/her personal vehicle for District  
16 business on an incidental basis will be compensated at the approved IRS mileage  
17 reimbursement rate with the approval of the immediate supervisor.

18 9.9 Lodging. Any employee in the bargaining unit who, as a result of a work assignment,  
19 must be lodged away from home overnight shall be reimbursed by the District for the full  
20 cost of such lodging and meals. Where possible, the District shall provide advance funds  
21 to the employee for such lodging and meals. If advance funds are not available or do not  
22 cover the full cost of required lodging, the District shall reimburse the employee for out-  
23 of-pocket lodging expenses within thirty (30) working days after the employee has  
24 submitted an expense claim.

25 9.10 Longevity. The District agrees to additionally compensate long-service employees in  
26 accordance with Appendix "E" attached hereto and incorporated by reference as a part of  
27 this Agreement.

28 9.10.1 All longevity salary increases shall become effective on the employee's  
29 anniversary date after completion of ten (10) years of service, fifteen (15) years of service,  
30 twenty (20) years of service, twenty-five (25) years of service and thirty (30) years of  
service.

1     9.11 Compensation for Working Out of Classification.

2             9.11.1 If the employee is required to work more than five (5) days within a fifteen (15)  
3                     calendar day period in a higher classification, that employee shall have his/her  
4                     salary adjusted upward for the entire period he/she is required to work in a higher  
5                     classification. The employee shall receive verification of the out of classification  
6                     assignment in writing from the supervisor.

7             9.11.2 For the duration of the assignment defined in Section 9.11.1, the employee's rate  
8                     of pay shall be moved to the appropriate range and step of the higher  
9                     classification to ensure an increase in salary.

10    9.12 Compensation During Required Training/In-Service Periods. An employee who is  
11                     required to attend training/in-service sessions shall be paid at the employee's appropriate  
12                     rate of pay.

1 **ARTICLE 10**

2 **EMPLOYEE EXPENSES AND MATERIALS**

3 10.1 Tools.

4 10.1.1 The District agrees to provide all tools, equipment, and supplies reasonably  
5 necessary to bargaining unit employees for performance of employment duties.

6 10.1.2 Notwithstanding Section 10.1.1, if an employee in the bargaining unit requests  
7 and receives written approval to use, in the course of employment, tools or  
8 equipment belonging to the employee, the District agrees to provide a safe place  
9 to store the tools and equipment and agrees to pay for any loss or damage or the  
10 replacement cost of the tools resulting from normal wear and tear.

11 10.2 Replacing or Repairing Employee's Property. The District shall compensate, at  
12 replacement value or cost of repair, all bargaining unit employees for loss or damage to  
13 personal property approved in writing for use by the immediate supervisor and lost or  
14 stolen in the course of employment. (Reference Education Code Section 35213.)

15 10.2.1 Subrogation Rights. In the event the employee is paid the costs of replacing or  
16 repairing such property, the District shall, to the extent of such payments, be  
17 subrogated to any right of the employee to recover compensation for such  
18 damaged property. The District may file and prosecute an action to enforce its  
19 subrogation right in small claims court, if the amount of the claim is within that  
20 court's monetary jurisdiction, or may enforce its subrogation right in any other  
21 court of competent jurisdiction.

22 10.3 Safety Equipment. Should the employment duties of an employee in the bargaining unit  
23 lawfully require use of any equipment or gear to ensure the safety of the employee or  
24 others, the District agrees to furnish such equipment or gear, or to reimburse the employee  
25 for the full costs of procuring such.

26 10.4 Physical Examinations. The District agrees to provide the full costs of any medical  
27 examination, which shall be required, as a condition of continued employment, including  
28 but not limited to the provisions outlined in Education Code Section 49506 or its  
29 successor.

30 10.5 Fingerprinting. District requires fingerprinting service prior to employment in accordance  
with state law.

1 10.6 Uniforms. When the District provides uniforms and/or maintenance of uniforms and  
2 requires employees to wear them as part of their official duties, the following applies:

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4 To the extent required by law, the District reports to CalPERS on an annual basis the actual  
5 value of compensation paid or the monetary value of the purchase, rental and/or  
6 maintenance of required clothing for CSEA covered CalPERS Classic Members. The  
7 estimated annual monetary value of purchase, rental and/or maintained of required clothing  
8 for each Association member shall not exceed \$600 per fiscal year.

9  
10 Individual department managers will be responsible for the establishment of guidelines for  
11 wearing district provided uniforms.



1 **ARTICLE 11**

2 **PERFORMANCE EVALUATIONS**

3 11.1 Purpose of Performance Evaluations. All performance evaluations shall be prepared on the  
4 approved evaluation form, attached hereto as Appendix “F.” No evaluation shall be made  
5 based upon hearsay statements, but shall only be based upon direct observations of  
6 witnesses and knowledge of the evaluator.

7 11.2 When Evaluations Are to Be Made. All regular employees shall be evaluated by their  
8 immediate supervisor in accordance with the following schedule:

9 11.2.1 Probationary employees shall be evaluated prior to the end of their second (2<sup>nd</sup>)  
10 and fifth (5<sup>th</sup>) month of service.

11 11.2.2 Permanent employees shall be evaluated at least once each year. The evaluation  
12 shall be completed and returned to the Personnel Office not less than forty-five  
13 (45) working days prior to the salary anniversary date of the employee being  
14 evaluated.

15 11.2.3 The annual evaluations for employees who transfer or demote to positions in  
16 classifications for which they have already attained permanent status shall be  
17 completed jointly by the supervisors for each position held during the evaluation  
18 period and each individual shall sign the evaluation.

19 11.2.4 In cases where functional supervision is performed by a Central Office person,  
20 this person and the first line supervisor shall confer with respect to the evaluation  
21 and both individuals shall sign the evaluation.

22 11.3 Performance Evaluation Procedures.

23 11.3.1 The immediate supervisor shall present the performance evaluation to the  
24 employee and shall discuss it with him/her. The evaluation shall be signed by the  
25 employee to indicate receipt and the employee shall be given a signed copy. Any  
26 negative evaluation shall include specific recommendations for improvements and  
27 provisions for assisting the employee in implementing any recommendations  
28 made.

1           11.3.2 An employee shall have fifteen (15) working days after receipt of the performance  
2                           evaluation to attach any statement or documents that relate to the evaluation.  
3                           After fifteen (15) working days, the evaluation shall be filed in the employee’s  
4                           personnel file.

5 11.4 Grievability. The evaluator’s judgments and recommendations contained in formal  
6 evaluations shall not be subject to the procedures of Article 13, except as follows: In the event a  
7 supervisor determines an employee in Performance Recognition Increase (PRI) should receive a  
8 second consecutive overall “Below Work Performance Standards” composite rating on their  
9 annual evaluation, the supervisor shall recommend to the Superintendent a reduction of one step  
10 placement; if the Superintendent sustains the recommendation, the employee may appeal to the  
11 Board regarding whether such evaluation is arbitrary, capricious, or discriminatory by filing a  
12 grievance; if the employee grieves such evaluation, the evaluation shall not be placed in the  
13 employee’s personnel file until completion of the contractual grievance process. The intent of  
14 this section is to provide unit members due process in the event of a reduction in step placement.  
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1 **ARTICLE 12**

2 **PERSONNEL FILES**

3 12.1 Personnel Files. The personnel file of each employee shall be maintained at the District's  
4 Central Administration Office. Any member of the bargaining unit may request to see all  
5 materials in his/her personnel file, except ratings and reports which:

6 12.1.1 Were obtained prior to the employment of the person;

7 12.1.2 Were prepared by examination committee members who can be identified;

8 12.1.3 Were obtained in connection with a promotional examination.

9 12.2 Access. The inspection of materials in a personnel file shall be done during times when an  
10 employee is not on duty, such as before or after regularly assigned hours. If the  
11 employee's work schedule prevents inspection of his/her file during normal business hours,  
12 the employee may schedule an appointment for the inspection with the Superintendent or  
13 designee.

14 12.3 CSEA Access. CSEA may inspect and receive copies, at no cost, of an employee's  
15 personnel file upon the signed authorization of the employee and in the presence of the  
16 employee. If the employee is unable to be present (subject to confirmation by the  
17 Superintendent or designee), CSEA may review and obtain copies, at no cost, without the  
18 presence of the employee, with signed authorization from the employee.

19 12.4 Review of Derogatory Information. Prior to any derogatory material being placed in an  
20 employee's personnel file, the employee shall be given notice by the supervisor and have  
21 an opportunity to review and comment. Such review shall take place during normal  
22 working hours of the employee, and the employee shall be released from work without loss  
23 of pay for that purpose. Employees shall be given reasonable time to respond in writing to  
24 any derogatory materials that are being proposed to be placed in his/her file, which shall  
25 not exceed twenty (20) working days.

26 12.5 Confidentiality of Files. All personnel files shall be kept in confidence and shall be  
27 available for inspection only to other employees of the District when actually necessary in  
28 the proper administration of the District's affairs or the supervision of the employee.

29 12.6 No Adverse Action. No adverse action of any kind shall be taken against an employee  
30 based upon materials, which are not in the personnel file.

1 12.7 Placement of Materials in File. Any person who places written material or drafts written  
2 material for placement in any employee's file shall sign the material and signify the date  
3 on which such material was drafted. Any written materials placed in a personnel file shall  
4 indicate the date of such placement.  
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1 **ARTICLE 13**

2 **GRIEVANCE PROCEDURES**

3 13.1 Grievance Procedure. The grievance procedure is the medium through which all members  
4 of the bargaining unit or CSEA may seek adjustment of grievances arising out of an  
5 alleged violation, misapplication, or misinterpretation of a specific provision of the  
6 collective bargaining agreement. A “grievant” shall mean a unit member, unit members, or  
7 CSEA.

8 13.1.1 Grievances should be adjusted with a minimum amount of delay. Each step of  
9 this procedure has time limits set upon it. The aggrieved party and the supervisor  
10 are required to proceed within the time set for each step.

11 13.1.2 A grievance may not be filed unless it is submitted to Step One within twenty-five  
12 (25) calendar days from the time the grievant knew or should have known of the  
13 condition giving rise to the grievance.

14 13.1.3 Failure by the grievant(s) to advance a grievance from one step to the next within  
15 applicable time limits shall result in the grievance being resolved based upon the  
16 determination of that step.

17 13.1.4 Failure by the District to respond to a timely grievance within applicable time lines  
18 shall entitle the grievant(s) to advance to the next step.

19 13.1.5 No unit member shall suffer reprisal or discipline because of participation in the  
20 grievance process.

21 13.2 Steps in the Adjustment of Grievances. The following steps shall be used when processing  
22 a grievance:

23 13.2.1 Step One – Informal. When a grievant believes that he/she has a grievance,  
24 he/she must first discuss the problem with the immediate supervisor. This must  
25 take place before the grievant submits a grievance in writing. If the problem is  
26 resolved, the issue is concluded. If it is not resolved, the grievant shall prepare  
27 the appropriate grievance form and must submit three (3) copies to the immediate  
28 supervisor within twenty-five (25) calendar days from the time the grievant knew  
29 or should have known of the condition giving rise to the grievance. The grievant  
30 should be sure he/she has a copy for his/her personal records. The supervisor  
shall render a decision within five (5) working days after receipt of the grievance.

1 If the grievant is not satisfied with the supervisor's decision, he/she may appeal in  
2 writing on the appropriate form to the next level of review. This appeal must be  
3 made within ten (10) working days after receiving a written decision, or within  
4 ten (10) working days after the deadline for the supervisor to respond.

5 13.2.2 Step Two – Next Level Supervision. The principal, department head, or next  
6 level supervisor who receives the grievance at this second step must reply within  
7 five (5) working days of its receipt on the appropriate form. It must be  
8 accompanied by copies of all forms from Step One. A meeting will be held  
9 concerning the grievance upon the request of either party. If a meeting is held,  
10 the time limit for a response shall be five (5) working days after the last grievance  
11 meeting. If the decision of the principal, department head, or next level  
12 supervisor is satisfactory, the grievant and supervisor will sign a written statement  
13 reflecting a settlement of the issue. The closed file will be sent to the  
14 Superintendent's Office for retention.

15 13.2.3 Step Three – Superintendent. If the grievant is not satisfied with the decision or  
16 does not receive an answer at Level Two, he/she may appeal to the next level of  
17 review. The appeal must be made within ten (10) working days of receipt of the  
18 written decision or within ten (10) working days after the deadline for the next  
19 level supervisor to respond. This appeal from Step Two must be on the  
20 appropriate form (Appeal to Superintendent) and must be accompanied by all  
21 supporting documents. The Superintendent must reach a decision on the appeal  
22 within ten (10) working days of receipt of the appeal. The Superintendent's  
23 decision must be in writing on the form received from the grievant. A meeting  
24 concerning the grievance will be held upon the request of either party. If a  
25 meeting is held, the time limit for a response shall be within ten (10) working  
26 days of the last grievance meeting. If the decision is satisfactory to the grievant,  
27 both the grievant and the Superintendent will sign a written statement reflecting  
28 settlement of the issues. The closed file will be sent to the Superintendent's  
29 Office for retention.  
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1 13.2.4 Step Four – Advisory Arbitration. If the grievant is not satisfied with the decision  
2 at Step Three, he/she may request that the grievance be submitted to an advisory  
3 arbitrator or to the next level. Such request shall be made in writing to the  
4 Superintendent on a District grievance form within ten (10) working days of  
5 delivery of the Step Three response. The grievant may request a mutually  
6 acceptable impartial third party from an outside agency (such as the State  
7 Conciliation and Mediation Service) to serve as the advisory arbitrator. Such  
8 selection shall be by mutual agreement of the grievant and the Superintendent or  
9 designee. If mutual agreement is not reached within five (5) working days of the  
10 request for the advisory arbitration, then the advisory arbitrator shall be selected  
11 by alternately striking names from a list provided by the State Conciliation  
12 Service. The party to strike the first name shall be determined by a flip of the  
13 coin. The cost of the advisory arbitrator shall be borne by both parties. Any  
14 cancellation charge of the advisory arbitrator shall be borne by the party  
15 canceling, except that if the matter is settled, cancellation costs shall be borne  
16 equally. If any question arises as to whether or not the grievant has followed this  
17 grievance procedure and met all of the time lines, such question will be reviewed  
18 and determined initially by the advisory arbitrator and the advisory arbitrator's  
19 report with recommendations shall be reduced to writing and forwarded to all  
20 parties. If the grievant is satisfied with the report of the advisory arbitrator and  
21 the subsequent actions of the administration, the grievant may elect to halt the  
22 grievance proceedings. Advisory arbitration shall be considered an optional  
23 procedure on the part of the grievant, who may proceed directly from Step Three  
24 to Step Five, so long as the time lines are met for appeal from one level to  
25 another.

26 13.2.5 Step Five – Review by the Board of Trustees. The advisory arbitrator shall  
27 submit his/her report to the Board of Trustees for consideration. The Board of  
28 Trustees may accept the report as its decision or reject the report in whole or in  
29 part. The Board of Trustees may schedule a hearing for the receipt of additional  
30 evidence and testimony. After the formal hearing, any review by the Board of the  
records, briefs, or oral information must be heard exclusively by the Board

1 without the presence of any persons or in the presence of all parties involved,  
2 except the Board may utilize counsel to assist it in discharging any of its duties  
3 under this article. The Board may issue a report detailing its own findings of fact  
4 and conclusions of law. The decision of the Board of Trustees is final and  
5 binding on the parties.

6 13.2.6 Step Six – Appeal. The decision of the Board of Trustees may be appealed to the  
7 Superior Court.

8 13.3 General Provisions.

9 13.3.1 At Steps One, Two, Three, Four, Five and Six of the Grievance Procedure, the  
10 District shall give undivided attention to the grievant and shall conduct an  
11 unbiased review of the allegations of the grievance. In addition, any document,  
12 report, letter, person, etc. which will aid in resolving the grievance will be  
13 utilized.

14 13.3.2 The grievant has the responsibility of providing all information available to  
15 him/her concerning the grievance. The grievant must make the facts and/or  
16 circumstances surrounding the grievance as clear as possible so that those making  
17 a decision can fully understand the grievance. Further, the grievant shall state the  
18 corrective action or remedy he/she expects.

19 13.3.3 All concerned with a grievance must meet in good faith in their efforts to resolve  
20 the grievance. Each shall have as a goal the resolution at the earliest possible  
21 time. Courtesy, good faith, and respect must be a part of each grievance step and  
22 each decision.

23 13.3.4 At all steps of the grievance procedure, the grievant may have CSEA  
24 representation.

25 13.3.5 Any employee may present a grievance to the District and have such grievance  
26 adjusted, with or without the intervention of CSEA, as long as the adjustment is  
27 not inconsistent with the terms of this Agreement. The District shall not agree to  
28 the adjustment or resolution of a grievance until CSEA has received a copy of the  
29 grievance and proposed resolution and has been given the opportunity to file a  
30 response within ten (10) working days following receipt of the proposed



1 resolution. In addition, the resolution must not be in violation of any District  
2 policy, rule, regulation, or the law.

3 13.3.6 If a grievance meeting or hearing is scheduled during the school day, any  
4 employee participating as a witness, grievant, or a grievant's representative in  
5 such meetings or hearings shall be released from regular duties without loss of  
6 pay for a reasonable time. The witness may be present only for the period of time  
7 necessary for his/her testimony. Any employee requested to appear at such  
8 meetings or hearings shall have the right of refusal except where required by  
9 subpoena. CSEA and the administrator who is conducting the meeting shall  
10 mutually agree to set a reasonable time limit for the duration of the meeting. If a  
11 time limit cannot be agreed upon, the meeting shall not exceed one (1) hour.

12 13.3.7 All grievance resolutions that are derived from employee only processed  
13 grievances shall not be considered binding or precedent setting on CSEA. All  
14 grievances handled by CSEA from which a resolution is agreed upon shall be  
15 considered binding for all future similar cases on both CSEA and the District for  
16 the term of this Agreement.

17 13.3.8 All records of the proceedings shall be retained in a special grievance file  
18 maintained by the Superintendent's Office. All documents, communications, and  
19 records dealing with the processing of a grievance shall be filed separately from  
20 the personnel file of the participants and shall be considered confidential. Access  
21 will be limited to those parties directly involved in the grievance.

22 13.3.9 Time limits stated may be extended upon mutual written agreement of the District  
23 and the grievant.

24 13.3.10 The appropriate grievance forms are attached hereto as Exhibit "E."  
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1 **ARTICLE 14**

2 **HOLIDAYS**

3 14.1 Scheduled Holidays. The District agrees to provide all employees in the bargaining unit  
4 with the following paid holidays.

5 14.1.1 Independence Day

6 14.1.2 Labor Day

7 14.1.3 Admission Day To be observed on New Year's Eve

8 14.1.4 Veterans Day November 11

9 14.1.5 Thanksgiving and Following Day

10 14.1.6 Floating Holiday One workday attached to Christmas Day as  
11 established in the work calendar

12 14.1.7 Christmas Day

13 14.1.8 New Year's Day

14 14.1.9 Martin Luther King Jr. Day

15 14.1.10 Lincoln's Birthday

16 14.1.11 President's Day

17 14.1.12 Memorial Day

18 Holidays shall be established in accordance with the work and instructional calendar  
19 adopted by the Board of Trustees and mutually agreed by CSEA.

20 14.2 Additional Holidays. Additional holidays shall be provided for all employees in the  
21 bargaining unit pursuant to the provisions of the California Education Code.

22 14.3 Holidays on Saturday or Sunday. When a holiday falls on Saturday, the preceding work  
23 day which is not a holiday shall be deemed to be that holiday. When a holiday falls on  
24 Sunday, the following work day which is not a holiday shall be deemed to be that holiday.  
25 Holidays other than legal holidays are as determined in Section 14.1.

26 14.3.1 The operation of this section shall not cause any employee normally working on a  
27 holiday to lose any of the holidays clearly indicated in this article.

28 14.4 Teacher Training Days. Any day granted as a teacher training day, teacher institute, or  
29 teacher-parent conference day, by whatever name and for whatever purpose, is a regular  
30 workday and/or training day for all employees who are a part of the bargaining unit and  
whose scheduled work years include that day.

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14.5 Teachers' Day Off. All employees in the bargaining unit and in paid status on the working day immediately preceding or succeeding any day on which teachers have a day off during the school term (other than weekends and winter and spring recesses) shall also receive that day off with pay.

14.6 Holiday Eligibility. All probationary or permanent employees who are a part of the classified service shall be entitled to the holidays outlined in Section 14.1 provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday.

1 **ARTICLE 15**

2 **VACATION PLAN**

3 15.1 Eligibility. All bargaining unit employees shall earn paid vacation time under this article.  
4 Vacation benefits are posted on a fiscal year basis, July 1 through June 30.

5 15.2 Paid Vacation. Except as otherwise provided in this article, paid vacation shall be taken  
6 during the fiscal year in which it is earned. The immediate supervisor may approve carry  
7 over into the next fiscal year of up to five (5) vacation days. For employees with 16+  
8 years of service, the immediate supervisor may approve carry over in the next fiscal year  
9 of up to ten (10) vacation days. Approval shall not be unreasonably denied. Any vacation  
10 days, which are not approved for carry over and are scheduled but not taken, shall not be  
11 carried over into the next year.

12 15.3 Accumulation. Vacation time shall be earned and accumulated on a monthly basis, in  
13 accordance with the schedule listed in Appendix "H" attached hereto and incorporated by  
14 reference as a part of this Agreement. Employees who terminate their employment with  
15 the District and have used more vacation leave than they have accrued at the time of  
16 termination, shall have those extra unearned days deducted from their final check.

17 15.4 Vacation Pay. Pay for vacation days for all bargaining unit employees shall be at the unit  
18 employee's then current rate of pay.

19 15.5 Vacation Credit Upon Termination. When any permanent employee in the bargaining  
20 unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and  
21 credited up to and including the effective date of termination.

22 15.6 Vacation Postponements. If an employee's vacation becomes due during a period when  
23 he/she is on leave due to illness or injury, the employee may request that his/her vacation  
24 date be changed and the immediate supervisor shall grant such request in accordance with  
25 vacation dates available at that time.

26 15.6.1 The employee may elect to have his/her vacation rescheduled in accordance with  
27 the vacation schedule available at that time, or may request to carry over five (5)  
28 days of his/her vacation to the following fiscal year. The employee's selection of  
29 one of the above options shall be subject to the approval of the immediate  
30 supervisor.

1 15.7 Interruption of Vacation. An employee shall be permitted to interrupt or terminate  
2 vacation leave in order to begin another type of paid leave provided by this Agreement,  
3 without a return to active service, provided the employee supplies notice and supporting  
4 information regarding the basis for such interruption or termination.

5 15.8 Holidays. When a holiday falls during the scheduled vacation of any bargaining unit  
6 employee, such employee shall be granted an additional day's vacation or day's pay for  
7 each holiday falling within that period.

8 15.9 Vacation Scheduling. Employees shall submit written and electronic requests for  
9 vacation to their immediate supervisor for approval at least ten (10) working days before  
10 the requested vacation, unless there is an unforeseeable event that requires less notice.  
11 Supervisors may approve requests submitted fewer than ten (10) working days in advance  
12 if they determine it can be accommodated. Supervisors shall provide a response within  
13 seven (7) work days of receipt of the request. A vacation request that has been approved  
14 by the immediate supervisor cannot be revoked, except in cases of emergency as  
15 determined by the District, or as described in 15.9.1. Vacations shall be scheduled by the  
16 immediate supervisor in accordance with the needs of the District and the requests by  
17 employees. Requests for vacation shall not be unreasonably denied.

18 15.9.1 If there is any conflict between employees working on the same or similar  
19 operations as to when vacations shall be taken, upon approval of the immediate  
20 supervisor the more senior employee shall be given his/her preference.

21 15.9.2 Schedule of Vacation for less than twelve month employees. All less than twelve  
22 (12) month employees shall take their annual paid vacation during the winter and  
23 spring recess. Any unused vacation days still credited to an employee, in addition  
24 to that available for winter and spring recess, shall be granted and must be taken  
25 by the employee during that regular work year.

26 15.9.3 Schedule of Vacation for Special Education Support Aides (SESA) and  
27 Instructional Assistants. Vacation time will be required to be taken on non-  
28 student days according to the District calendar unless a mandatory training is  
29 required on a non-student day for staff development purposes. The District  
30 recognizes there are certain situations where the employee may need to request

vacation on a student day. Such a determination will be handled on a case-by-case basis by the Principal or designee.

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1 **ARTICLE 16**

2 **LEAVES**

3 16.1 **Bereavement Leave.**

4 16.1.1 Every regular employee in the bargaining unit shall be granted necessary leave of  
5 absence, not to exceed three (3) days, and an additional two (2) days for necessary  
6 travel beyond two hundred fifty (250) miles of the District (as measured by the  
7 shortest land route) or out of State, on account of the death of any member of  
8 his/her immediate family. No deduction shall be made from the salary of such  
9 employee, nor shall such leave be deducted from leave granted by other sections  
10 of the Education Code.

11 16.1.2 Members of the immediate family, as used in this section, means mother, father,  
12 grandmother, grandfather, or a grandchild of the employee or of the spouse or  
13 domestic partner of the employee, and the spouse, son, son-in-law, daughter,  
14 daughter-in-law, brother, sister, aunt or uncle of the employee, or of the spouse or  
15 domestic partner of the employee, or any relative who has been living in the  
16 immediate household of the employee.

17 16.1.3 For additional bereavement leave, refer to Personal Necessity Leave.

18 16.2 **Jury Duty and Witness Leave.**

19 16.2.1 Leave of absence for jury service shall be granted to any employee in the  
20 bargaining unit who has been officially summoned to jury duty in local, State, or  
21 Federal court. Leave shall be granted for the period of the jury service. The  
22 employee shall receive full pay and any differential while on leave, provided that  
23 the jury service fee for such leave is assigned to and the subpoena or court  
24 certification is filed with the District. Request for jury service leave should be  
25 made by presenting the official court summons to jury service to the  
26 Superintendent or designee.

27 16.2.2 Leave of absence to serve as a witness in a court case shall be granted an  
28 employee when he/she has been served a subpoena to appear as a witness, not as  
29 the litigant in the case. The length of leave granted shall be for the number of  
30 days in attendance in court. The employee shall receive full pay during the leave  
period, provided that the witness fee for such leave is assigned to and the

1 subpoena or court certification is filed with the District. Request for leave of  
2 absence to serve as a witness should be made by presenting the official court  
3 summons to the Superintendent or designee.

4 16.2.3 The jury service fee and witness fee referred to in Sections 16.2.1 and 16.2.2,  
5 respectively, do not include reimbursement for transportation expenses.

6 16.2.4 An employee who has received a leave of absence under this rule shall make  
7 himself/herself available for work during hours when his/her presence is not  
8 required in court. In no case shall a regular employee be required to serve and  
9 work more hours than his/her regularly assigned time.

10 16.3 Military Leave. Military leave of absence shall be granted and compensated in  
11 accordance with the Military and Veterans' Code Sections 389 and 395. Leave of  
12 absence to serve in the military, to care for a family member injured in military service,  
13 or to attend to a military exigency, as defined in law, shall be granted and compensated in  
14 accordance with applicable law, including the Uniformed Services Employment and  
15 Reemployment Rights Act, the Family and Medical Leave Act, the California Military  
16 and Veterans Code, and regulations there under.

17 16.4 Paid Sick Leave. An employee shall be granted twelve (12) days of leave of absence for  
18 illness or injury, exclusive of all days he/she is not required to render service to the  
19 District, with full pay for a fiscal year of service. An employee who is employed for less  
20 than the full fiscal year is entitled to that proportion of twelve (12) days leave of absence  
21 for illness or injury as the number of months he/she is employed bears to twelve (12).  
22 (See Appendix "J" for Sick Leave Schedules, attached hereto and incorporated by  
23 reference as a part of this Agreement.) The District may require a physician's  
24 verification of illness for an employee's absence of four (4) or more consecutive days,  
25 when misuse of sick leave is suspected, or when the employee has demonstrated a pattern  
26 of excessive use of leave. Verification shall be made by a licensed health care  
27 practitioner. The verification shall confirm the medical need for the absence, and the  
28 beginning and anticipated ending dates of the absence.

29 16.4.1 At the beginning of each fiscal year, the full amount of sick leave granted under  
30 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



1 the year. However, a new employee of the District shall not be eligible to take  
2 more than six (6) days until the first day of the calendar month after completion of  
3 six (6) months of service with the District. Employees who terminate their  
4 employment with the District and have used more sick leave than they have  
5 accrued at time of termination shall have those extra unearned days deducted from  
6 their final check.

7 16.4.2 If an employee does not take the full amount of sick leave allowed in any year  
8 under this section, the amount not taken shall be accumulated from year to year.

9 16.4.3 Employees may also use sick leave for quarantine purposes.

10 16.4.4 The employee may convert unused sick leave to retirement credit, in accordance  
11 with the Public Employees Retirement System statutes, if the employee is filing a  
12 request for retirement benefits.

13 16.4.5 When an employee is on paid sick leave, any authorized holiday occurring during  
14 that time shall not be credited against sick leave.

15 16.4.6 An employee who is on sick leave may not continue to receive income from the  
16 District if he/she accepts other employment. When an employee is on sick leave  
17 or a leave of absence without pay because of illness and wishes to accept other  
18 employment, he/she must resign from the classified service of the District.  
19 Accepting other employment while on sick leave, without notifying the District,  
20 may be grounds for dismissal.

21 16.4.7 When possible, the employee should notify the Personnel Office of his/her  
22 absence the first working hour of the first day absent. The employee may be  
23 required by the District to furnish confirmation that it was not possible to notify  
24 the District as noted above. If the employee fails to notify the Personnel Office  
25 and both the employee and the substitute report to work, the substitute is entitled  
26 to the assignment, and the employee shall have to use another day of sick leave.  
27 In accordance with any departmental rules and practices, an employee may be  
28 directed in writing to contact the immediate supervisor or automated substitute  
29 calling system in lieu of the Personnel Office as referenced in this section.

30 16.5 Transfer of Accumulated Sick Leave. An employee in the bargaining unit who has  
been an employee of the District for a period of one calendar year or more and who

1 terminates such employment and subsequently accepts, within one year of  
2 termination of his/her former employment in this District, a classified position in  
3 another school district, shall have transferred with him/her to the second district the  
4 total amount of earned sick leave which the employee has accumulated. An  
5 employee in the bargaining unit who worked for another school district, county  
6 department of education, or community college district in California and who  
7 resigned his/her position and came to this District within one year of his/her  
8 termination from the other employer shall have all unused and accumulated sick leave  
9 from the other employer transferred over to this District. Transfer of accumulated sick  
10 leave does not apply to employees who are terminated for cause.

11 16.6 Extended Illness Leave. Each employee shall once a year be credited with a total of  
12 100 working days of extended illness leave, including regular sick leave. When the  
13 employee exhausts his/her regular sick leave and continues to be absent from his/her  
14 duties on account of illness or accident, whether or not the absence arises in the  
15 course of employment, the remainder of the 100-day period shall be compensated at  
16 50% of the employee's regular rate of pay.

17 With the exception of up to 60 days of initial absence for industrial accident or  
18 illness, the 100-day period of extended illness leave commences on the first day of  
19 absence. Unused extended illness leave does not accumulate from year to year.

20 Extended illness leave may be used for the employee's own illness or injury  
21 only, and not for any condition affecting another person. Extended illness leave may  
22 not be used concurrently with Family and Medical Leave unless the leave is for the  
23 employee's own medical condition.

24 Upon return from any period of extended illness leave, the employee shall  
25 provide a physician's verification that the employee is released to return to his/her  
26 regular duties, with or without work restrictions.

27 If, at the end of the 100-day period of extended illness leave, the employee is  
28 medically unable to return to work, he/she shall be placed on a reemployment list for  
29 39 months. If the employee becomes medically able to return to work during the 39-  
30 month period, he/she shall be placed in an available vacant position in the employee's

1 most recent classification. Reemployment rights under this paragraph apply only to  
2 permanent employees.

3 16.7 Family and Medical Leave. Employees who have been employed for at least one year  
4 and worked at least 1250 hours in the previous twelve (12) months shall be entitled to up  
5 to twelve (12) weeks of unpaid leave during a fiscal year to care for: 1. The employee's  
6 newborn child or a child placed with the employee for adoption or foster care; 2. The  
7 employee's spouse, child, or parent (including parent-in-law) with a serious health  
8 condition; or 3. The employee's serious health condition. (An appropriate statement  
9 from a licensed physician shall accompany a request for leave under Items 2 and 3  
10 above.)

11 16.7.1 When such leave is foreseeable, an employee shall give the District at least thirty  
12 (30) days advance written notice. When the leave is not foreseeable, an employee  
13 shall give written notice to the District as soon as the employee is aware of the  
14 need for leave.

15 16.7.2 The District shall continue all group health coverage plans for an employee on  
16 such leave at the same level of benefits and under the same conditions that existed  
17 while the employee was working. If the District changes a health plan during an  
18 employee's leave, the change applies to the employee as if still on the job.

19 16.7.3 After a leave, the District may reinstate the employee to the same position held or  
20 a comparable position. If an employee fails to return to duty at the end of the  
21 leave, the employee must reimburse the District for the cost of the benefits.

22 16.7.4 During the unpaid leave, employees shall not accrue sick leave or any other right  
23 to leave, but the leave shall not be considered a break in service for seniority  
24 purposes.

25 16.7.5 In providing this leave benefit, the District shall comply with both the regulations  
26 of the Family and Medical Leave Act (FMLA) and applicable California Law.  
27 The least restrictive language applicable to the employee in either the State or  
28 Federal Act shall be used in cases wherein there is a conflict in language between  
29 the two.

30 16.8 Medical Leave. After the exhaustion of all paid leave, an employee who continues to  
be absent because of nonindustrial accident or illness may request additional leave,

1 paid or unpaid, not to exceed six months. Employees will be notified in writing that  
2 available leave has been exhausted and will be offered an opportunity to request  
3 additional leave. Any additional paid or unpaid leave must be approved by the Board.  
4 The Board may renew the leave, paid or unpaid, for up to two additional six-month  
5 periods, or shorter periods as the Board may determine, but not to exceed a total of  
6 eighteen (18) months. When placed on unpaid leave, the employee shall not again  
7 become eligible for paid leave until the commencement of a new fiscal year in which  
8 he/she has rendered service.

9 During any period of unpaid leave following the employee's exhaustion of all  
10 paid leave, the employee will be responsible for paying the cost of his or her  
11 insurance benefit coverage under the Consolidated Omnibus Budget Reconciliation  
12 Act of 1986 (COBRA).

13 In no event will a period of paid or unpaid leave granted under this paragraph  
14 extend beyond the end of the fiscal year in which the leave was approved.

15 16.9 Termination of Medical Leave. An employee who has been placed on a medical leave  
16 (paid or unpaid), shall provide a physician's verification that the employee is released to  
17 return to his/her regular duties or modified duties. The verification shall state any work  
18 restrictions or functional limitations imposed by the physician and the anticipated  
19 duration of such restrictions or limitations. If the District is unable to obtain sufficient  
20 clarification from the employee's physician as to an employee's work restrictions or  
21 functional limitations, the District may, at its own expense, require the employee to be  
22 examined by another physician selected by the District for the purpose of determining the  
23 need for, and extent and duration of, any work restrictions. If the leave has been for more  
24 than twenty (20) working days, the employee must notify the District of his/her return at  
25 least three (3) working days in advance.

26 16.10 Exhaustion of All Leaves. If, when all available leaves of absence, paid or unpaid, have  
27 been exhausted, the employee is medically unable to return to work, he/she shall be  
28 placed on a reemployment list for up to 39 months. If the employee provides a release  
29 from a treating physician that he/she is medically able to work during the 39-month  
30 period, he/she shall be placed in an available vacant position in the employee's most  
recent classification. If a reemployment list for the classification has been established

1 because of a layoff or reduction in hours due to lack of work or lack of funds, the  
2 employee shall be listed by his/her seniority for purposes of reemployment.

3 16.11 Industrial Accident and Illness Leave. Leaves resulting from an industrial accident and  
4 illness shall be granted to all permanent employees in the bargaining unit, in accordance  
5 with the provisions of this section.

6 16.11.1 A permanent employee in the bargaining unit, who is absent from duty because  
7 of an illness or injury defined as an industrial accident or illness, shall be  
8 granted paid industrial accident and illness leave for each such accident or  
9 illness. Such paid industrial accident or illness leave shall not be for more than  
10 sixty (60) working days.

11 16.11.2 Paid industrial accident and illness leave shall be granted from the first day of  
12 absence to and including the last day of absence resulting from each separate  
13 industrial illness or industrial accident.

14 16.11.3 Paid industrial accident leave shall be reduced by one day for each day of  
15 authorized absence, regardless of the temporary disability allowance under  
16 Workers' Compensation. Days absent while on paid industrial accident leave  
17 shall not be deducted from the number of days of paid sick leave to which an  
18 employee may be entitled.

19 16.11.4 If the employee is still unable to return to duty after exhaustion of paid  
20 industrial accident leave, the employee shall be placed on paid illness leave if  
21 he/she is eligible. Accumulated illness leave will be reduced only in the amount  
22 necessary to provide a full day's wages or salary, as indicated in the employee's  
23 assignment, when added to disability benefits derived from Workers'  
24 Compensation.

25 16.11.5 After all fully paid illness leave has been exhausted following a paid industrial  
26 accident leave, an employee must receive pay from accrued vacation to the  
27 extent necessary to make up the employee's regular salary. Accumulated  
28 vacation leave will be reduced only in the amount necessary to provide a full  
29 day's wages or salary, as indicated in the employee's assignment, when added  
30 to disability benefits derived from Worker's Compensation.

- 1 16.11.6 After the expiration of all paid leave, an employee who continues to be absent  
2 because of industrial accident or illness may request additional leave, paid or  
3 unpaid, not to exceed six months. Any additional paid or unpaid leave must be  
4 approved by the Board.
- 5 16.11.7 Upon return to service from any paid or unpaid leave resulting from an  
6 industrial accident or industrial illness, an employee shall be assigned to a  
7 position in his/her former classification ahead of any employee with a lesser  
8 amount of seniority in that classification. If no vacancy exists in his/her former  
9 classification, the employee may displace the most recently appointed employee  
10 in the classification with less seniority and an equal number of working hours  
11 per day to his/her former job. If an employee's former classification has ceased  
12 to exist, the employee shall be reassigned.
- 13 16.11.8 An employee returning from such paid or unpaid leave of absence shall not have  
14 any loss or gain in status or benefits other than that which is provided in  
15 applicable provisions of the Education Code, this Agreement, and Board  
16 policies of the District. An employee shall continue to receive seniority credit  
17 for all purposes while on such paid leave of absence.
- 18 16.11.9 When all paid or unpaid leaves of absences have been exhausted following an  
19 industrial accident or illness, the employee's name shall be placed on the  
20 reemployment list for the classification from which he/she was on leave for a  
21 period of thirty-nine (39) months.
- 22 16.11.10 While an employee is on any paid leave resulting from an industrial accident or  
23 illness, the employee's salary paid by the District shall not, when added to a  
24 normal temporary disability allowance award without penalties granted the  
25 employee under the State Workers' Compensation Insurance laws, exceed the  
26 employee's regular salary. An employee's regular salary is computed on the  
27 basis of the number of hours and days in his/her basic daily assignments.
- 28 16.11.11 An employee who received a shift differential shall continue to receive the  
29 differential while on a paid industrial accident or illness leave.
- 30 16.11.12 During all paid leaves resulting from an industrial accident or illness, the  
employee shall endorse to the District all wage-loss benefit checks received

1 under State Workers' Compensation laws. The District shall issue to the  
2 employee appropriate warrants for payment of wages, loss of benefits, salary  
3 and/or leave benefits and shall deduct normal retirement and other authorized  
4 contributions.

5 16.11.13 Final allowance for permanent industrial disability settlements shall not be  
6 subject to remittance to the District under this section.

7 16.12 Personal Necessity Leave. Any days of absence for illness or injury earned pursuant to  
8 Article 16.4 above may be used by the employee, at his/her election, in cases of personal  
9 necessity. Advance permission must be received whenever possible. Such leave shall  
10 not be accrued and will be charged against the employee's sick leave. The total number  
11 of days allowed in one school year shall not exceed ten (10) days and are chargeable to  
12 personal sick leave. Additional personal necessity leave may be granted at the discretion  
13 of the Superintendent. Personal necessity leave may only be used for the following  
14 reasons:

15 16.12.1 Bereavement. Death of a member of an employee's immediate family when  
16 additional leave is required beyond that provided in Article 16.1 above. Leave  
17 shall also be allowed with compensation for attendance at the funeral of the  
18 relatives not living in the immediate household.

19 16.12.2 Accident. An accident involving the employee's person or property, or the  
20 person or property of a member of the immediate family.

21 16.12.3 Court Appearance. Appearance in any court or before any administrative  
22 tribunal as a litigant, party, or witness under a subpoena or any order made with  
23 jurisdiction. This will be granted only upon written request with a copy of the  
24 subpoena or order, and must be filed two (2) days prior to the absence with  
25 approval of the Superintendent or designee.

26 16.12.4 Family Illness. Illness or injury that may be of a serious nature, to any member  
27 of the immediate family, and of such an emergency nature as to require the  
28 presence of the employee during his/her work day.

29 16.12.5 Danger to Home or Property of Employee. Imminent danger to the residence of  
30 the employee occasioned by flood, fire, or acts of God, which may be serious in  
nature and under circumstances which the employee cannot reasonably be

1 expected to disregard, and which shall require the employee's attention during  
2 his/her normal working hours.

3 16.12.6 Funeral. One (1) day for attendance at a funeral of a distant relative, friend,  
4 neighbor, or acquaintance of the employee.

5 16.12.7 Paternity Leave. Two (2) days to allow the father to be present at the time of  
6 the birth of his child or when birth may be considered imminent.

7 16.12.8 Parental Leave. Not more than ten (10) days may be used to care for his/her  
8 child after birth or adoption of the child.

9 16.12.9 Unforeseen Event. Incident that employee cannot reasonably foresee or  
10 schedule outside of the workday. Use of this leave shall not be for recreational  
11 purposes, extension of a holiday, vacation or for matter of purely personal  
12 convenience.

13 16.12.10 For unit members who need to attend family events, such as weddings,  
14 graduations, and births, the Superintendent or designee shall be the granting  
15 authority for exceptions to the use of Personal Necessity provisions listed above  
16 as follows:

17 16.12.10.1 For less than 12 month employees with less than 6 years of service;

18 and

19 16.12.10.2 For all other unit members who have exhausted their accrued  
20 vacation leaves.

21 16.12.11 Limitation and Conditions of Personal Necessity Leave.

22 16.12.11.1 Relationship to personal sick leave:

23 a. The total number of days allowed in one school year shall not  
24 exceed ten (10) days and are chargeable to personal sick leave.

25 b. The days allowed shall be deducted from and may not exceed  
26 the number of full days of illness or injury to which the  
27 employee is entitled under the sick leave policy.

28 c. An employee must reimburse the District for any overuse of  
29 sick leave.

30 16.12.11.2 Non-Accumulative. Personal necessity leave shall be non-  
accumulative.



1 16.12.11.3 Personal necessity leave shall not be granted during a scheduled  
2 vacation or a leave of absence.

3 16.12.11.4 Employee's statement:

4 a. The employee shall state that such absence was due to a  
5 personal necessity and outline the nature of such necessity.

6 b. Such form shall be approved for payment by the principal or  
7 department head and shall be submitted for final approval to  
8 the Superintendent or designee.

9 16.13 Pregnancy Disability Leave. A pregnancy disability leave shall be granted because of an  
10 employee's disability caused by pregnancy, childbirth or related medical condition.

11 16.13.1 The length of the leave of absence shall be determined by the employee and her  
12 physician.

13 16.13.2 The District may require medical verification of the need for leave and/or  
14 accommodation resulting from disability caused by pregnancy, childbirth or  
15 related medical condition.

16 16.13.3 An employee who needs leave for disability caused by pregnancy, childbirth or  
17 related medical condition is entitled to use available sick and illness leave  
18 (including extended illness leave) and vacation under the same terms and  
19 conditions as other employees with temporary disabilities. All rules applying to  
20 the use of such leaves, including but not limited to notice and verification, shall  
21 apply to leave taken under this section.

22 16.13.4 While on paid leave under this section, the employee shall continue to accrue  
23 seniority. The employee shall not accrue seniority during any unpaid portion of  
24 the leave, but shall not lose any seniority earned prior to the leave.

25 16.13.5 Any unpaid leave entitlement under the California Pregnancy Disability leave  
26 Act (PDLA; Government code Section 12945) and the federal Family and  
27 Medical Leave Act (FMLA) shall run concurrently with leave taken pursuant to  
28 this section.

29 16.14 Absence for Examination. Every employee in the bargaining unit of the classified service  
30 shall be permitted to be absent from duties during working hours in order to take any  
examination for promotion in the District, without deduction of pay or other penalty,

1 provided that the employee gives two (2) days notice to the immediate supervisor. The  
2 absence will be limited to the amount of time spent traveling to the location of the  
3 examination and taking the examination itself.

4 16.15 Leave of Absence Without Pay. Leave of absence without pay may be granted to a  
5 permanent employee in the bargaining unit, upon written request, subject to the following  
6 restrictions:

7 16.15.1 Leave of absence without pay may be granted for any period not exceeding one  
8 year, except that leave of absence for military service shall be granted as  
9 provided by the Uniformed Services Employment and Reemployment Rights  
10 Act, the Education Code and the Military and Veterans' Code, and leave of  
11 absence for service in the Peace Corps may be granted for a period not to  
12 exceed twenty-four (24) months.

13 16.15.2 Time off without pay for personal or business reasons for a period not to exceed  
14 ten (10) consecutive working days may be granted by the immediate supervisor  
15 with the approval of the Superintendent. The total number of days allowed in  
16 one school year shall not exceed ten (10) days.

17 16.15.3 The granting of a leave of absence without pay gives to the employee the right  
18 to return to his/her position at the expiration of the leave of absence that is six  
19 (6) months or less, provided that the employee is physically and legally capable  
20 of performing the duties, with or without reasonable accommodation. For  
21 leaves beyond six (6) months' duration, the employee may be returned to any  
22 position in his/her classification within the District. Employees shall not accept  
23 gainful employment while on a personal leave of absence without prior, written  
24 approval of the Superintendent.

25 16.15.4 An employee may make written request to the Board to return to work prior to  
26 the expiration date of the leave. The Board shall either approve or disapprove  
27 the request. The request shall not be unreasonably denied.

28 16.15.5 Failure to report for duty within ten (10) working days after a leave has expired,  
29 except in cases of emergencies, illness, or accident, shall be considered  
30 abandonment of position and the employee may be terminated by the Board.

1 The termination may be appealed through the disciplinary action procedure  
2 outlined in this Agreement.

3 16.15.6 If the employee's classification has been abolished during the employee's  
4 absence, and he/she has not exercised bumping rights, the employee shall be  
5 laid off for lack of work and placed on the reemployment list in accordance with  
6 the provisions of the Education Code and this Agreement.

7 16.15.7 Employees returning from an unpaid leave may be required to have a health  
8 examination by a doctor specified by the District, with the cost met by the  
9 District.

10 16.15.8 Time spent on any leave shall not be considered a break in service; however,  
11 any unpaid leave time shall not be counted towards seniority for the purpose of  
12 establishing retention lists in the event of layoff, or for computing seniority  
13 credit for promotional examinations.

14 16.16 Catastrophic Leave Program. Catastrophic illness shall be defined as a long-term  
15 disabling illness. When an employee or a member of his/her family experiences a  
16 catastrophic illness or injury that requires the employee to take time off from work for  
17 an extended period of time and the employee has exhausted all available sick leave and  
18 other paid time off, he/she may request donations of accrued vacation or sick leave  
19 credits. Catastrophic leave donations shall not be utilized if any combination of  
20 disability, income protection insurance, and other benefits result in employee receiving  
21 more than 100% of full-time pay.

22 16.16.1 In making such a request, the employee shall provide verification of the  
23 catastrophic injury or illness.

24 16.16.2 Verification shall be made by means of a letter, dated and signed by the sick or  
25 injured person's physician, indicating the incapacitating nature and probable  
26 duration of the illness or injury.

27 16.16.3 Upon determination that the employee is unable to work due to his/her own or a  
28 family member's catastrophic illness or injury, any other employee, upon  
29 written notice to the Superintendent, may donate accrued vacation and/or sick  
30 leave credits to the requesting employee. Donations shall be at a minimum of  
eight hours, and in hour increments thereafter.

- 1 16.16.4 To ensure that employees retain accrued sick leave to meet their own needs,  
2 donors shall not reduce their accumulated sick leave to fewer than 80 hours or  
3 20 full days.
- 4 16.16.5 All transfers of eligible leave credit shall be irrevocable. The use of donated  
5 sick leave shall be chosen by lottery and unused leave credit returned to  
6 remaining donors.
- 7 16.16.6 The employee who is the recipient of the donated leave credits shall use those  
8 credits within six consecutive months. The maximum number of donated leave  
9 hours shall not exceed the equivalent of six (6) months of the employee's work  
10 year.
- 11 16.16.7 An employee who receives paid catastrophic leave shall use any leave credits  
12 that he/she continues to accrue on a monthly basis before receiving paid leave  
13 pursuant to this program.
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1 **ARTICLE 17**

2 **HIRING**

3 17.1 All Employees. The District shall notify CSEA of any new employees in the bargaining  
4 unit within five (5) working days of the date of the new employee is in paid status and  
5 shall indicate the classification for which hired.

6 17.2 Student Employees. The District shall not employ any students under any secondary  
7 school or college work-study program or in any State or Federally funded work  
8 experience program, in any position that would directly or indirectly affect the rights of  
9 CSEA or of any employee in the bargaining unit.

10 17.3 Distribution of Job Information. Upon initial employment and each change in  
11 classification, each affected employee in the bargaining unit shall receive a copy of the  
12 applicable job description, a specification of the monthly and hourly rates applicable to  
13 his/her position, and a statement of the employee's regular work site, regularly assigned  
14 work shift, the hours per day, days per week, and months per year. In addition, the  
15 District shall provide a CSEA information packet prepared by CSEA and a copy of this  
16 Agreement to each employee upon hiring.

17 17.4 Initial Employment. The initial hiring of employees shall be coordinated through the  
18 Personnel Office. There shall be no discrimination towards candidates because of  
19 disability, gender, gender identity, gender expression, nationality, race or ethnicity,  
20 religion, sexual orientation. No person shall be employed or appointed to any classified  
21 position without possessing the minimum qualifications of education or experience  
22 prescribed for such position in the job description. The provisions of this Article shall  
23 not be subject to the contractual grievance procedures (Article XIII - Grievance  
24 Procedure).

25 17.5 Each employee shall upon hiring be provided by the District with a written notice about  
26 disability income protection insurance as stated in Appendix "K."

27 17.6 The CSEA President or designee may elect to participate as an interview panelist for unit  
28 positions. Panelists may also include the Superintendent, chief personnel officer, site  
29 administrator, and/or other designees of the Superintendent.  
30

1 **ARTICLE 18**

2 **TRANSFERS AND VACANCIES**

3 18.1 First Consideration. Employees in the bargaining unit shall be given first consideration  
4 in filling any new position which is created or any existing position which becomes  
5 vacant, according to the provisions of this article, after the announcement of the position  
6 being open.

7 18.2 Definition of Transfer. The definition of a transfer is a movement from one position to  
8 another position within the same classification at the same range.

9 18.3 Voluntary Transfers. A voluntary transfer is a transfer initiated by a permanent  
10 employee, by filing with the employee's immediate supervisor and the District Personnel  
11 Office.

12 18.4 Involuntary Transfers. An involuntary transfer is one initiated by the District due to the  
13 following: (a) Opening and/or closing of schools; (b) lack of funds; (c) lack of work; or  
14 (d) needs of the District.

15 18.4.1 Notice of any proposed involuntary transfer shall be given to the employee no less  
16 than twenty (20) working days for reasons (a) through (c) above and five (5) days  
17 for reason (d) above prior to the effective date of the transfer. For reasons (a) and  
18 (c) above, an employee may only be transferred once during a two (2) year period.  
19 An employee may be transferred for reason (d) above during a period of less than  
20 two (2) years, but not more than once every nine (9) months, if the Superintendent  
21 and/or designee sets forth reasons substantiating a finding that the employee's  
22 performance is a detriment to the operation of the site.

23 18.4.2 Whenever an involuntary transfer is made by the administration, the employee  
24 may request and shall be granted a conference with the immediate supervisor or  
25 Central Office administrator, to discuss the reasons for such action, prior to the  
26 effective date of the transfer. The employee may request and shall be furnished, a  
27 written statement, signed by an authorized administrator, setting forth specific  
28 reasons for making the involuntary transfer.

29 18.5 Posting of Notice. Notice of all job vacancies shall be posted on bulletin boards in  
30 prominent locations at each District job site. The job vacancy notice shall remain posted  
for a period of at least ten (10) full working days. If such vacancy is not filled, the notice

1 shall be re-posted every three (3) months thereafter and shall remain posted for at least  
2 ten (10) full working days. Upon request, any employee who will be on leave or layoff  
3 on the date the position is posted, shall be mailed a copy of the notice by first class mail  
4 within twenty-four (24) hours of that date.

5 18.6 Notice of Contents. The job vacancy notice shall include: the job title, a brief  
6 description of the position and duties; the minimum qualifications required for the  
7 position; the salary range; the assigned hours per day, days per week, days per year, and  
8 months per year; and the deadline for filing to fill the vacancy, which shall not be less  
9 than the posting period.

10 18.7 Filing. Any employee may file for the vacancy by submitting written notice within the  
11 filing period.

12 18.8 Transfers. When a new position is created or an existing position becomes vacant, the  
13 District shall first open the position for application by bargaining unit employees serving  
14 in the District by posting the vacancy as outlined in Section 18.5. Transfer and  
15 promotional applicants, if any, shall be received at the same time; however, transfer  
16 applicants shall be considered first. An employee who files for the vacancy during the  
17 posting period and meets the minimum qualifications and possesses the appropriate  
18 knowledge and skills for the position shall be transferred into the vacancy whenever  
19 possible, except as outlined below.

20 If two or more employees meet the minimum qualifications and possess the  
21 appropriate knowledge and skills for the position, the vacancy shall be filled by the  
22 employee with the greater qualifications, except as outlined below. Seniority shall be a  
23 consideration in the qualifications appraisal of the employee.

24 An employee who meets the minimum qualifications and possesses the  
25 appropriate knowledge and skills for the position shall not be unreasonably denied a  
26 transfer. For the purposes of this section, the District's denial shall be based on  
27 identifiable information tending to establish the employee is not fit for the transfer, such  
28 as negative evaluations, pending or recently implemented disciplinary action, continued  
29 poor performance after an improvement plan, or status as a probationary employee. Any  
30 employee denied a transfer under this section shall be given, upon request, the reasons  
why the transfer was denied.

1 18.9 Change of Location. No employee shall be temporarily assigned to work in a work  
2 location, other than the employee's normal work site, for a period in excess of ten (10)  
3 working days without the consent of the employee. Any employee who has consented to  
4 remain at a work site other than the employee's normal work site for a period in excess of  
5 ten (10) working days may at any time request in writing to be returned to the regular  
6 work site. This request shall be granted within three (3) working days after the receipt by  
7 the District of the written request.

8 18.10 Special Education Support Aide (SESA) Change of Assignment. Should a Special  
9 Education Support Aide be without a student assignment, the District may take the  
10 appropriate steps to eliminate the position. While the District is completing the process,  
11 the District may assign that SESA to a regular classroom teacher until such an  
12 appropriate student support opportunity becomes available or the layoff process is  
13 completed. This shall not be considered an Involuntary Transfer as referenced in Section  
14 18.4 above.



1 **ARTICLE 19**

2 **PROMOTION**

3 19.1 First Consideration. Employees in the unit shall be given first consideration in filling a  
4 new or vacant position on a promotional basis, subject only to the prior consideration  
5 given transfer applicants.

6 19.2 Posting Notice.

7 19.2.1 Notice of all promotional job vacancies shall be sent for posting on bulletin  
8 boards in prominent locations at each District site and a copy shall be sent to the  
9 CSEA President.

10 19.2.2 The job vacancy notice shall remain posted for a period of ten (10) full working  
11 days, during which time employees may file for the vacancy.

12 19.3 Selection.

13 19.3.1 Transfer and promotional applications, if any, shall be received at the same time.  
14 After determination of transfer applications, promotional applications shall be  
15 considered. An employee who files for the vacancy during the posting period and  
16 meets the minimum qualifications and possesses the appropriate knowledge and  
17 skills for the position, as determined through the selection process, shall be  
18 promoted, whenever possible, into the vacant position, except as outlined below.  
19 If two or more employees meet the minimum qualifications and possess the  
20 appropriate knowledge and skills for the position, the promotion shall be filled by  
21 the employee with the greater qualifications, except as outlined below. Seniority  
22 shall be a consideration in the qualifications appraisal of the employee.

23 19.3.2 An employee who meets the minimum qualifications and possesses the  
24 appropriate knowledge and skills for the position shall not be unreasonably denied  
25 a promotion. For the purposes of this section, the District's denial shall be based  
26 on identifiable information tending to establish the employee is not fit for the  
27 promotion, such as negative evaluations, pending or recently implemented  
28 disciplinary action, continued poor performance after an improvement plan. Any  
29 employee denied a promotion under this section shall be given, upon request, the  
30 reasons why the promotion was denied.

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19.3.3 The CSEA President or designee may elect to participate as an interview panelist for unit positions, which may also include the Superintendent, chief personnel officer, site administrator, and/or other designees of the Superintendent.

1 **ARTICLE 20**

2 **DISCIPLINARY ACTION**

3 20.1 Exclusive Procedure. Discipline shall be imposed upon permanent bargaining unit  
4 employees pursuant to this article.

5 20.1.1 A permanent employee of the District shall not be dismissed, demoted, or  
6 suspended except for reasonable cause.

7 20.1.2 No dismissal, demotion or suspension shall be taken against any permanent  
8 employee for any cause which arose prior to the date upon which the employee  
9 became permanent, nor for any cause which arose more than two (2) years  
10 preceding the date of the filing of the notice of cause, unless such cause was  
11 concealed or not disclosed by such employee when it could reasonably be  
12 assumed that the employee should have disclosed the facts to the appropriate  
13 authority in the District.

14 20.1.3 The disciplinary process shall not be circumvented by reason of minor  
15 technicalities.

16 20.1.4 Any cause for discipline shall be shown to have a nexus to the employee's  
17 performance of assigned duties, or impairment of the employee's fitness to  
18 associate with children or work in the school system.

19 20.2 Definitions.

20 20.2.1 Dismissal. Dismissal means an involuntary separation from service initiated by  
21 the employee's supervisor and approved by the Board.

22 20.2.2 Demotion. Demotion means a change in the employee's classification resulting in  
23 a reduction in pay rate, either rate per month or rate per hour.

24 20.2.3 Suspension. Suspension means an involuntary absence from work without pay  
25 imposed by the employee's immediate supervisor or the Superintendent and  
26 approved by the Board.

27 20.3 Causes for Discipline. The following causes shall be grounds for disciplinary action:

28 20.3.1 Incompetency, below standard work performance, a pattern of inefficiency, or  
29 continued negligence in the performance of assigned duties.

30 20.3.2 Misuse or theft, destruction or mishandling of District property or property of  
employees.

- 1 20.3.3 Insubordination.
- 2 20.3.4 Inattention to or dereliction of duty, or persistent failure to efficiently manage  
3 time.
- 4 20.3.5 Willful and persistent violation of the Education Code or of rules, regulations,  
5 or procedures adopted by the District.
- 6 20.3.6 Discourteous treatment of, or illegal, unwelcome, inappropriate, offensive, or  
7 abusive conduct toward other employees, students, or the public.
- 8 20.3.7 Dishonesty.
- 9 20.3.8 Use or possession on duty of alcohol or illegal drugs as defined by law, or  
10 any sex or narcotics offense requiring mandatory suspension as specified by  
11 the Education Code and/or defined in Sections 44010, 44011 or 45124 of the  
12 Education Code.
- 13 20.3.9 Engaging in political activities during assigned hours of employment.
- 14 20.3.10 Conviction of a crime involving moral turpitude.
- 15 20.3.11 Failure to provide all required materials or to disclose relevant employment  
16 information required at time of employment application, such as  
17 supplemental applications for employment, conviction information and court  
18 documents, as specified on the job application, in the employment application  
19 package, and/or job announcement bulletin and providing false or misleading  
20 information on application forms or examination and employment records  
21 concerning material matters.
- 22 20.3.12 Unexcused absence, tardiness, abuse of sick leave, or absence without  
23 notification.
- 24 20.3.13 Abandonment of position – Absence of three (3) consecutive working days  
25 without permission and failure to notify the District of a valid or acceptable  
26 reason for absence, as required in Section 16.4.7, except in cases of  
27 emergency.
- 28 20.3.14 The uninsurability of any employee to drive District vehicles when such is a  
29 requirement of his/her position, upon notification by the Board's insurance  
30 carrier. Discipline under this cause of action shall be handled in the following  
order: The District shall first try to reassign the employee. If that is not

1 possible, the employee may be subject to demotion or suspension. As a last  
2 resort, the District may institute termination proceedings.

3 20.3.15 Conviction or a plea of guilty or *nolo contendere* (i.e., I do not wish to  
4 contest) in court to a charge of moral turpitude, or any sex offense, or  
5 mistreatment of children.

6 20.3.16 Presently continuing to serve a judicially imposed sentence including a  
7 probationary period for a conviction, unless the District waives this  
8 subsection.

9 20.4 Disciplinary Action (Progressive). The District shall adhere to notions of progressive  
10 discipline. Dismissal should be preceded by one or more verbal and/or written warnings,  
11 a letter of reprimand, and a suspension without pay. Except as defined in this Article, an  
12 employee whose work or conduct is of such character as to incur discipline shall first be  
13 specifically warned in writing by the immediate supervisor. Such written warning shall  
14 state the reasons underlying any intention the supervisor may have of recommending  
15 future disciplinary action. The supervisor shall give a reasonable period of warning to  
16 permit the employee the opportunity to correct the deficiency without incurring  
17 disciplinary action. Discipline less than discharge will be undertaken for corrective  
18 purposes only. If an employee continues to violate the same causes identified in the  
19 verbal and/or written warning(s) and the letter(s) of reprimand, he/she may be suspended  
20 for up to fifteen (15) working days without pay. If the employee demonstrates continued  
21 inability to conform his or her conduct and performance with reasonable District  
22 standards, the employee may be terminated. The District may deviate from progressive  
23 discipline only when such action is warranted by the violent, severe, or highly  
24 objectionable nature of the conduct. In any event, if the District deviates from  
25 progressive discipline, it shall be established at hearing that such deviation is warranted.  
26 All suspensions and terminations shall take place after the procedures in this Article have  
27 been completed.

28 20.5 Immediate Suspension. An employee may be immediately suspended without pay if  
29 charged with the commission of any sex offense or narcotics offense referred to in  
30 Education Code Sections 44010 and 44011, and the suspension shall continue for not  
more than ten (10) days after the date of entry of the court judgment. Any employee so

1 suspended shall continue to be paid his/her regular salary during the period of the  
2 suspension if and during such time as he/she furnishes to the District a suitable bond, or  
3 other security acceptable to the Board, as a guarantee that the employee will repay to the  
4 District the amount of salary so paid to him/her during the period of the suspension in  
5 case the employee is convicted of such charges or he/she does not return to service after  
6 such period of suspension. If the judgment determines that the employee is not guilty of  
7 such charges, or if the complaint, information, or indictment is dismissed, the District  
8 shall reimburse the employee for the cost of the bond; or, if the employee has not elected  
9 to furnish such bond, the District shall pay to the employee his/her full compensation  
10 during the period of the suspension, provided the employee returns to service after such  
11 period of suspension. An employee, other than stated above, may be immediately  
12 suspended, with or without loss of compensation and pending the initiation and  
13 completion of disciplinary action procedures, if there is a clear and present danger to the  
14 health, safety, and well-being of students and fellow employees.

15 20.6 Disciplinary Procedure Notice Requirements.

16 20.6.1 Except as provided in Section 20.5, no employee shall be subject to disciplinary  
17 action until the employee has received a Notice of Disciplinary Action and has  
18 had an opportunity to respond to the charges presented in the Notice, as outlined  
19 below.

20 20.6.2 A Notice of Disciplinary Action shall contain a statement in ordinary and concise  
21 language of: 1) The specific charges against the employee which shall include  
22 times, dates, and locations of chargeable actions and/or omissions; 2) The penalty  
23 proposed; 3) A statement of the employee's rights to see and obtain copies of all  
24 evidence and documentation to support the District's case against the employee;  
25 4) A statement of the employee's rights to a hearing to dispute the charges and/or  
26 the proposed penalty.

27 20.6.3 The Notice of Disciplinary Action shall be made in writing and served in person  
28 or by registered mail upon the employee. If it is claimed that an employee has  
29 violated a rule or regulation of the District, such rule or regulation shall be set  
30 forth in said notice, but must be supported by specific charges.

1 20.6.4 Accompanying the Notice of Disciplinary Action shall be a written statement  
2 outlining the employee's right to a hearing on such charges before the  
3 Superintendent or hearing designee, and the time within such a hearing may be  
4 requested, which shall be within ten (10) calendar days after service of the Notice  
5 on the employee.

6 20.6.5 A card or paper must accompany the Notice of Disciplinary Action, the signing  
7 and filing of which shall constitute a demand for a hearing and a denial of all  
8 charges.

9 20.6.6 The burden of proof shall rest with the District.

10 20.6.7 If the employee does not respond and request a hearing within ten (10) days after  
11 receipt of the Notice of Disciplinary Action, the Superintendent shall recommend  
12 to the Board that the proposed disciplinary action be approved. The decision of  
13 the Board shall be final.

14 20.6.8 If the employee does request a hearing before the Superintendent or hearing  
15 designee, the hearing shall take place. The employee shall have the opportunity  
16 to refute all charges against him/her and shall be allowed to fully present his/her  
17 case. If possible, the Superintendent or hearing designee will issue a decision  
18 within fifteen (15) working days after said hearing to either continue the proposed  
19 disciplinary action to the next level or to halt all proposed disciplinary action. If  
20 the decision is to continue the proposed discipline, the employee may appeal to  
21 the next level.

22 20.6.9 A permanent employee, upon notification from the Superintendent or hearing  
23 designee that the proposed disciplinary action will proceed, may appeal to the  
24 next level. Accompanying the notification from the Superintendent or hearing  
25 designee shall be a card or paper, the signing and filing of which shall constitute a  
26 demand for a hearing before the Board. This paper or card must be filed within  
27 five (5) working days of the notification from the Superintendent or hearing  
28 designee that disciplinary action will proceed. If the employee fails to file such  
29 card or paper with the Superintendent or hearing designee within the five (5)  
30 working days, the proposed disciplinary action shall take place after ratification  
by the Board.

1   20.7   Hearing Procedures.

2           20.7.1 After an employee has made and filed an appeal in answer to charges against  
3           him/her, the Board shall order a hearing. If a hearing is to be conducted, the  
4           Board shall then fix the time and place of the hearing which shall be within a  
5           reasonable length of time from the receipt of the appeal, but in no event will the  
6           hearing be held less than fifteen (15) days after service of the Notice of  
7           Disciplinary Action to the employee.

8           20.7.2 The Board may either determine to hear the matter itself, or appoint a hearing  
9           officer pursuant to the procedures in this section. If the Board determines to hear  
10          the matter itself, the Board may contract with a legal advisor to assist the Board in  
11          conducting the hearing. If the Board determines to appoint a hearing officer, it  
12          shall first attempt to mutually agree with the employee or employee's designated  
13          representative to the appointment of a specific hearing officer. If there is no  
14          mutual agreement on a hearing officer, the Board may hear the matter itself or  
15          choose to request a list of seven qualified hearing officers from the State  
16          Mediation and Conciliation Services. If a list of hearing officers is requested, the  
17          parties must then strike from the list, with the employee or his/her representative  
18          striking first. The last hearing officer remaining after alternate strikes shall be  
19          appointed by the Board, unless good cause is shown. The recommendations of  
20          any hearing officer so appointed shall be returned within thirty (30) days and shall  
21          not be binding on the Board.

22          20.7.3 The Hearing shall be conducted in the manner most conducive to a determination  
23          of the truth and neither the Board nor its hearing officer shall be bound by  
24          technical rules of evidence. Decisions made by the Board shall not be invalidated  
25          by any informality in the proceedings.

26          20.7.4 The Board and the employee may be represented by separate legal counsel or  
27          CSEA representatives, as the Board and the employee consider necessary.

28          20.7.5 The Board or the hearing officer may, prior to or during a hearing, grant a  
29          continuance for any reason believed to be important to reaching a fair and proper  
30          decision.



1 20.7.6 A hearing shall be held in closed session, unless an open hearing is requested by  
2 the employee. Either party may request the Board or its hearing officer to exclude  
3 witnesses not under examination, except the employee and the party attempting to  
4 substantiate the charges against the employee and their respective counsel.

5 20.7.7 If a hearing officer has been appointed, a written report of the hearing officer's  
6 findings and recommendations shall be submitted to the Board, with copies sent  
7 to both parties involved. When the Board meets to decide a matter using a  
8 hearing officer's report the employee and/or his/her representative may come  
9 before the Board to bring to its attention any errors or omissions. The Board may  
10 accept, reject, or modify the hearing officer's report.

11 20.7.8 In reviewing an appeal of any employee, the Board will evaluate the information  
12 provided and will send a written copy of its decision to the employee. The Board  
13 shall render its judgment as soon after the conclusion of the hearing as is possible  
14 and in no event later than thirty (30) calendar days after the Board hearing or after  
15 receipt of the hearing officer's report, unless all parties agree to a time extension.  
16 The Board may deliberate its decision in closed session.

17 20.7.9 If the appeal of the employee is sustained, the Board shall dismiss all charges and,  
18 if the employee has been suspended with or without pay, as provided in this  
19 Article, reinstate the employee immediately.

20 20.8 Probationary Employees. If a probationary employee is recommended for termination or  
21 demotion, the Superintendent may schedule a meeting with the employee and/or his  
22 representative, if requested by the employee. Probationary employees are not entitled to  
23 the appeal rights set forth in this Article.  
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1 **ARTICLE 21**

2 **EMPLOYEE BENEFITS**

3 21.1 **Employee and Dependent Insurance Coverage.**

4 21.1.1 For the duration of this Agreement, the District shall provide employees and  
5 dependent(s) coverage in the CALPERS Los Angeles Health Plan and the District  
6 shall pay up to an aggregate amount of the CALPERS Kaiser Los Angeles  
7 employee plus dependent(s) coverage, with the full cost of the District's  
8 contribution for each of the school years in the Agreement not to exceed the  
9 premium for the CALPERS Kaiser Los Angeles rate unit employees and  
10 dependent(s) coverage for medical plans only. Any costs above the District  
11 maximum contribution will be paid by unit members through payroll deduction.

12 21.1.1.1 Employees working less than eight (8) hours, but at least five and one-  
13 half (5-1/2) hours, shall be entitled to the above contribution on a  
14 prorated basis.

15 21.1.1.2 All employees who begin employment on and after July 1, 1990, in  
16 positions where they work less than eight (8) hours, but at least five  
17 and one-half (5-1/2) hours per day, shall be entitled only to prorated  
18 District contributions at the employee only rate, the employee plus one  
19 (1) rate, or the employee plus two (2) rate, whichever is applicable.

20 21.1.1.3 Eligible employees and employees who have retired from the District  
21 may enroll or change coverage only in accordance with the rules and  
22 regulations of the CALPERS Health Plan and the District resolution  
23 adopting said Plan.

24 21.1.1.4 Eligible employees may enroll or change coverages during the open  
25 enrollment period from September 1 through September 30, annually.

26 21.1.1.5 The parties agree to form a Health and Welfare Benefit Review  
27 Committee comprised of two (2) members of CSEA, two (2)  
28 administrators, and two (2) members from the other represented  
29 bargaining unit. The Committee shall gather and review relevant  
30 information and formulate recommendations for consideration by the  
parties during negotiations.

1 21.1.2 For the duration of this Agreement, the District will contribute the full cost of  
2 dental coverage at the appropriate annual premium rate, provided for all four (4)  
3 to eight (8) hour employees and their dependents. All employees eligible for this  
4 coverage must participate in this coverage to receive the District contributions.

5 21.1.3 For the duration of this Agreement, the District will contribute the full cost for  
6 vision coverage, Plan C, at the appropriate annual premium rate, provided for all  
7 four (4) to eight (8) hour employees and their dependents. All employees eligible  
8 for this coverage must participate in this coverage to receive the District  
9 contribution.

10 21.1.4 The District shall provide a \$25,000 term life insurance policy for employees in  
11 the bargaining unit working four (4) to eight (8) hours.

12 21.2 Benefits Continuation after Reduction in Hours. Employees with a regular schedule of  
13 fewer than four (4) hours shall not be entitled to the benefits described in this article  
14 irrespective of any hours worked in addition to their part-time assignment.

15 21.3 Benefits Continuation After Retirement.

16 21.3.1 Employees are eligible for the District Early Retirement Plan at age fifty-five (55)  
17 or older if they are nine (9) month, ten (10) month, eleven (11) month, or twelve  
18 (12) month employees working eight (8) hours per day with at least ten (10) years  
19 of service with medical eligibility. Employees working less than eight (8) hours,  
20 but five and one-half (5 1/2) hours per day or more hours are eligible for benefits  
21 on a prorated basis. For those unit members who are in paid status, who have at  
22 least ten (10) years of continuous full-time service in the District, and who were  
23 hired after July 1, 2013, will be eligible for this Early Retirement Plan at age sixty  
24 (60).

25 21.3.2 Option I – Payment of Group Medical, Dental, and Vision Insurance Premiums.

26 Employees in the bargaining unit are eligible for this Early Retirement Option as  
27 defined in Section 21.3.1. Group medical insurance will be available for  
28 employee only coverage up to the Kaiser Los Angeles rates on a reimbursement  
29 basis through, and in accordance with the rules and regulations of, the CALPERS  
30 Health Plan. The District will monthly reimburse retired employees selecting this  
option up to the cost of the employee only coverage, Kaiser Los Angeles rates. In

1 addition, for employees selecting this option, group dental and vision insurance  
2 coverage carried by the District will continue to be paid by the District at the  
3 current level of employer contribution for employees only who retire. This option  
4 will apply only to those employees not participating in Option II and who remain  
5 fully retired as defined by PERS. This benefit will cease at the retiree's Medicare  
6 eligible age or the death of the retiree, whichever is earlier.

7 21.3.3 Option II – Payment of Group Medical Premiums for Employee and Spouse.

8 Employees in the bargaining unit are eligible for this Early Retirement Option as  
9 defined in Section 21.3.1. Group medical insurance will be available for the  
10 retiree and spouse up to the Kaiser Los Angeles rates on a reimbursement basis  
11 through, and in accordance with the rules and regulations of the CALPERS  
12 Health Plan. The District will monthly reimburse retired employees selecting this  
13 option up to the cost of the employee and spouse coverage, Kaiser Los Angeles  
14 rates. This option will apply only to those who remain fully retired, as defined by  
15 PERS and who are not participating in Option I. This benefit will cease at the  
16 retiree's Medicare eligible age or on the death of the employee, whichever is  
17 earlier.

18 21.4 Benefits for Employees Not Otherwise Eligible. All permanent employees not eligible  
19 for either the District paid medical benefits and/or the District paid vision and dental  
20 insurance shall be allowed to join the insurance plans, as long as the employees  
21 reimburses the District, in advance on a tenthsly (10<sup>th</sup>) basis, for the full amount of the  
22 premium(s).

23 21.5 Disability Retirement. Employees on PERS disability retirement may receive benefits in  
24 accordance with the rules and regulations of CALPERS. The group dental plan may be  
25 purchased through the district at the employee's expense.

1 **ARTICLE 22**

2 **LAYOFFS AND REEMPLOYMENT**

3 22.1 Reasons for Layoff. Layoff shall occur only for a lack of work or lack of funds.

4 22.2 Notice of Layoff. When a layoff of employees is anticipated by the administration, and  
5 at least five (5) working days before any action on a resolution by the Board for a layoff  
6 of employees in the bargaining unit, the District shall notify CSEA in writing of the  
7 proposed action. The District will provide CSEA with an updated seniority roster for the  
8 classified service before the date the notices would be sent to employees. A list of  
9 positions recommended for elimination will be furnished to CSEA at the time such  
10 information is given to the Board.

11 22.2.1 Upon written request, the District shall meet with CSEA to discuss the proposed  
12 layoff for informational purposes only.

13 22.2.2 CSEA or an employee may challenge his/her place on the seniority roster by  
14 making objections to the Superintendent or designee. The Superintendent shall  
15 review the objections and conduct an audit, if requested, and make the results of  
16 such audit known to CSEA and the employee(s). If CSEA disputes the results of  
17 the audit, the Superintendent or designee and CSEA shall jointly conduct an audit.

18 22.2.3 If, because of a lack of work or lack of funds, employees would be subject to  
19 layoff, affected employees shall be given Notice of Layoff not less than sixty (60)  
20 calendar days prior to the effective date of layoff.

21 22.3 Notice of Layoff Contents. The Notice of Layoff shall contain the following:

22 22.3.1 Reason for layoff.

23 22.3.2 Employee's displacement rights, if any.

24 22.3.3 Employee's reemployment rights.

25 22.3.4 Employee's right to request a voluntary demotion as outlined in Section 22.13.

26 22.3.5 A copy of each notice shall be sent to the local CSEA President.

27 22.4 Order of Layoff. Layoffs shall be in reverse order of seniority in the job classification in  
28 which the layoff occurs.

29 22.4.1 The employee, who has been employed the shortest time in the classification, plus  
30 higher classifications, shall be laid off first.

1 22.5 Bumping Rights. An employee laid off from his/her present classification may bump into  
2 the next equal or lower classification in which the employee has prior service and greater  
3 seniority than the displaced employee, as follows:

4 22.5.1 First, to a position in the next equal or lower classification with the same number  
5 of hours per day, days per week, and months per year.

6 22.5.2 Second, to a position in the next equal or lower classification with a greater  
7 number of hours per day, days per week, and months per year.

8 22.5.3 Third, to a position in the next equal or lower classification with fewer number of  
9 hours per day, days per week, and months per year.

10 22.6 Salary Placement for Employees Exercising Displacement Rights. For employees  
11 exercising displacement rights (bumping) to a lower classification, those employees will  
12 be placed on that step of the lower classified salary range to provide the closest salary to  
13 what they were previously earning on an hourly basis. Employees who bump into an  
14 equal position shall remain on the same step on the salary schedule they had attained  
15 prior to the layoff, until they are entitled to move to the next step, as required by the  
16 Agreement.

17 22.7 Layoff in Lieu of Bumping. An employee who elects a layoff in lieu of bumping  
18 maintains his/her employment rights under this Agreement.

19 22.8 Contracting. The District shall not contract out any work, which could have been done  
20 by employees on layoff to any public or private agency, corporation, or individual.

21 22.9 Equal Seniority. If two (2) or more employees subject to layoff have seniority, the  
22 determination as to whom shall be laid off will be made on the basis by-greater hire date  
23 seniority in the district. And, if hire date seniority is still equal, then the determination  
24 shall be made by lot.

25 22.10 Reemployment Rights. Laid off employees (including those who are voluntarily demoted  
26 or reduced in hours) are eligible for reemployment in the classification from which laid  
27 off for a thirty-nine (39) month period and shall be offered reemployment in the reverse  
28 order of layoff. Their reemployment shall take precedence over any type of employment  
29 in their classification.

30 22.10.1 During the 39 months of reemployment rights, a laid off employee's  
reemployment into any vacancy in a classification for which the employee is

1 qualified, except promotional positions, shall take preference over new  
2 applicants.

3 22.10.2 “New applicants” are those candidates for positions in the classified service who  
4 are not currently employed by the District in probationary or permanent status.

5 22.10.3 Current probationary and permanent employees of the District, and employees  
6 on a reemployment list, are not “new applicants.”

7 22.10.4 There is no preference over current probationary and permanent employees or  
8 employees on a reemployment list.

9 22.10.5 Qualification for a vacancy, except for a promotional position, shall be  
10 established by any of the following:

11 A. The employee has prior probationary or permanent service in the District in  
12 the classification for which an application is filed and the employee was  
13 not non-reelected or otherwise removed while serving in the  
14 classification; or

15 B. The employee has prior probationary or permanent service in the District  
16 in a higher classification for which an application is filed, the employee  
17 was not non-reelected or otherwise removed while serving in the  
18 classification, and the Superintendent or designee determines the two  
19 classifications are significantly similar to deem the employee qualified; or

20 C. The employee completes the application process, including any paper  
21 screening of applications, and obtains a passing score on applicable tests,  
22 including written, oral, and practical examinations, resulting in a  
23 determination by the Superintendent or designee that the employee is  
24 qualified for the position.

25 22.10.6 If a laid off employee on a reemployment list is deemed qualified through the  
26 processes described above, and all other candidates are new applicants, the laid  
27 off employee shall be appointed to the vacant position in preference to new  
28 applicants.

29 22.10.7 If a laid off employee on a reemployment list is deemed qualified through the  
30 processes described above, but other qualified employees who are not new  
applicants are candidates, there is no preference and the normal hiring process

1 shall be utilized to select from among the qualified employees who are not new  
2 applicants.

3 22.10.8 If a laid off employee is appointed to a position under this section and fails to  
4 complete the probationary period in the new position, he or she shall be  
5 returned to the reemployment list for the remainder of the 39-month period.  
6 The remaining time shall be calculated as the time remaining in the 39-month  
7 period from the effective date of layoff.

8 22.10.9 Once an employee has been appointed to a vacancy utilizing the process  
9 described in this section, the employee has no preference to subsequent  
10 vacancies while they continue to provide service in that position; however, the  
11 employee retains full rights to reappointment to the classification from which  
12 they were laid off, and may apply for any vacancies that occur, for the duration  
13 of the 39-month period.

14 22.10.10 An employee on a reemployment list shall be notified by first class mail of  
15 promotional and vacancy opportunities within twenty-four (24) hours of the  
16 posting of the vacancy/promotional notices at the work sites.

17 22.11 Voluntary Demotion or Voluntary Reduction in Hours. Employees who take voluntary  
18 demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the  
19 employees' option, returned to a position in their classification or to present/former  
20 positions, with increased assigned time, as vacancies become available, for a period of an  
21 additional twenty-four (24) months beyond the basic thirty-nine (39) months of  
22 reemployment rights, except that they shall be ranked in accordance with their seniority  
23 on any valid reemployment list.

24 22.12 Voluntary Demotion. An employee notified of layoff may request a voluntary demotion  
25 to a vacant position in a lower or equal classification in which the employee has not  
26 served. As used in this term, a vacancy is not deemed to exist where another employee  
27 has a prior right to the position as a bumping or reemployment right because of prior  
28 service in the classification. The District shall not unreasonably deny the voluntary  
29 demotion request of an employee.  
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- 1 22.13 Health and Welfare Benefits. An employee who is laid off shall be entitled to continue  
2 coverage as authorized by law. The employee must reimburse the District in advance on  
3 a monthly basis.
- 4 22.14 Sick Leave Benefits. If the employee is laid off, all unused sick leave accumulated prior  
5 to the effective date of layoff shall be credited back to the employee's records upon  
6 his/her reemployment with the District.
- 7 22.15 Vacation Benefits. If the employee is laid off, all unused and accumulated vacation shall  
8 be paid to the employee, up to and including the last day in paid status. If the employee  
9 is reemployed, the employee shall be returned to that step of the vacation schedule that  
10 he/she held prior to the layoff.
- 11 22.16 Salary Placement. If the employee is laid off and is subsequently reemployed, the  
12 employee will be placed on the step from which he/she left. If accepting a position in a  
13 lower classification, the employee will be placed on the salary schedule, as indicated in  
14 Section 22.7.
- 15 22.17 Retirement in Lieu of Layoff. Any employee who was subject to being or was in fact laid  
16 off, and who is qualified for and elected service retirement from the PERS, shall be  
17 placed on an appropriate reemployment list. The District shall notify the Board of  
18 Administration of the PERS of the fact that retirement was due to layoff. If the employee  
19 is subsequently subject to reemployment and accepts in writing the appropriate vacant  
20 position, the District shall maintain the vacancy, but may fill it on a temporary basis, until  
21 the Board of Administration of the PERS has properly processed the employee's request  
22 for reinstatement from retirement.
- 23 22.18 Seniority Roster. The District shall provide CSEA with an updated seniority roster  
24 indicating each employee's seniority date upon request.
- 25 22.19 Notification of Reemployment Opening. Any employee who is laid off and is  
26 subsequently eligible for reemployment shall be notified in writing by the District. The  
27 District may attempt to contact the employee by telephone. If the employee accepts  
28 reemployment, the District need only send written confirmation of acceptance. If the  
29 employee refuses reemployment, or no telephone contact is made, the District shall send  
30 a notice, as outlined below. Such notice shall be sent with a "Proof of Service by Mail"  
form to the last address given the District by the employee. An employee shall send

1 notification to the District of his/her intent to accept or refuse employment within ten (10)  
2 working days from the date of the reemployment notice. An employee given an offer of  
3 reemployment need not accept the reemployment to maintain the employee's eligibility  
4 on the reemployment list, provided the employee sends notification to the District of  
5 refusal of reemployment within ten (10) working days from the employee's actual receipt  
6 of the reemployment notice.

7 22.19.1 If the employee accepts reemployment, the employee must be willing to report  
8 to work within ten (10) working days following notification to the District of  
9 his/her acceptance. If the employee accepts employment but fails to report to  
10 work within ten (10) working days following notification, except in cases of  
11 emergency (subject to verification by the District), the employee will be  
12 removed from the reemployment list.

13 22.20 Reemployment in Highest Classification. Employees shall be reemployed in the highest  
14 rated job classification available, in accordance with seniority in the classification. Any  
15 employee who accepts a position lower than his/her highest former classification, or in an  
16 equal but different classification, shall retain his/her reemployment rights to the higher  
17 paid position. This section shall also apply to employees who requested reduction in  
18 assigned time in lieu of layoff.

19 22.21 Seniority During Layoff. Upon return to work within thirty-nine (39) months of layoff,  
20 the employee shall be restored to his/her full seniority earned at the time of layoff.

21 22.22 For the period of their 39 months of reemployment rights, laid-off employees on the  
22 Board-approved substitute list shall be given first consideration to fill any short-term or  
23 substitute assignments within the classification from which they were laid off. The short-  
24 term or substitute assignment shall not conflict with the employee's District work  
25 schedule if currently employed in another position within the District. If the laid-off  
26 employee refuses to accept a short-term or substitute assignment the employee shall be  
27 placed at the bottom of the substitute list. No site or time preferences will be allowed.

28 22.23 The parties agree to the following related to the conversion of seniority from length of  
29 service defined by hours to length of service defined by date of hire in a classification:

- 30 a) Prior to the 2020/21 school year, the District shall not lay off classified employees  
in the unit represented by CSEA who were hired prior to June 1, 2018 for lack of

1 funds with the expectation of events that may occur that are unforeseeable to the  
2 District.

3 b) The District will take reclassifications and/or classification names changes into  
4 consideration when determining classification hire date.

5 c) The District agrees that the change in the seniority definition was not proposed in  
6 preparation for layoffs.

7 d) The District agrees to allow any bargaining unit member that may be laid off  
8 under the new seniority definition language to question the accuracy of the  
9 District's recorded classification hire date through an audit request. The auditing  
10 process of the classified hire date shall consist of representatives from both the  
11 District and CSEA.

12 e) For 2021/2022 school year and thereafter, typical statutory and contractual  
13 processes for initiation of a layoff of unit members shall be followed, and this  
14 language shall have no force or effect.

1 **ARTICLE 23**

2 **SAFETY**

3 23.1 District Compliance. The District shall conform to and comply with all health, safety,  
4 and sanitation requirements required by State and Federal law or regulations adopted  
5 under State or Federal law.

6 23.2 No Discrimination. No employee shall be in any way discriminated against as a result of  
7 reporting any condition believed to be a violation of Section 23.1.

8 23.3 Reporting of Accident or Injury. Each employee shall be responsible for reporting an  
9 accident to the principal or District department head within twenty-four (24) hours from  
10 the time the accident occurred.

11 23.4 Employee Compliance. The employee shall comply with safety training received.  
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1 **ARTICLE 24**

2 **RESTRICTIONS**

3 24.1 Restrictions on District Negotiations and Agreements. The District shall conduct no  
4 negotiations nor enter into any agreement with any other organization on matters  
5 concerning the rights of bargaining unit employees and/or CSEA, without prior notice  
6 and approval by CSEA of the negotiations and the agreement on matters that are in the  
7 scope of this Agreement.

8 24.2 Contracting for Services. Classified work shall not be contracted out, except as allowed  
9 by the Education Code.

10 24.3 Notice to CSEA. In the event the Superintendent of the District recommends to the  
11 Governing Board the contracting out of services which might affect bargaining unit  
12 employees the Superintendent shall provide timely prior notice to CSEA. CSEA may  
13 then exercise its rights pursuant to the Educational Employment Relations Act.

1 **ARTICLE 25**

2 **DISTRIBUTION**

3 25.1 Distribution of Agreement. Within thirty (30) days after the execution of this Agreement,  
4 the District shall print or duplicate and provide without charge a copy of this Agreement  
5 to every employee in the bargaining unit and the CSEA Field Representative, two (2)  
6 copies to the Superintendent's Office, and one copy for the Personnel Office. Each  
7 employee in the bargaining unit, as mentioned above, shall be provided by the District,  
8 without charge, a copy of any written changes agreed to by the parties to this Agreement  
9 during the life of this Agreement.

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1 **ARTICLE 26**

2 **SEVERABILITY**

3 26.1 Savings Clause. If, during the life of this Agreement, there exists any applicable law or  
4 any applicable rule, regulations, or order issued by governmental authority that applies to  
5 the District which shall render invalid or restrain compliance with or enforcement of any  
6 provision of this Agreement, such provision shall be immediately suspended and be of no  
7 effect hereunder, so long as such law, rule, regulation, or order shall remain in effect.  
8 Such invalidation of a part or portion of this Agreement shall not invalidate any  
9 remaining portions which shall continue in full force and effect.

10 26.2 Renegotiations. The parties shall reopen negotiations on the severed provision.  
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1 **ARTICLE 27**

2 **NEGOTIATIONS PROCEDURE**

3 27.1 Notification and Public Notice. CSEA shall, not later than the last board meeting in May  
4 each year provide written notice and a proposal to the District. The District shall cause  
5 the public notice provisions of law to be fulfilled in accordance with the provisions of the  
6 Government Code.

7 27.2 Commencement of Negotiations. Negotiations shall commence, without unreasonable  
8 delay, at a mutually acceptable time and place for the purpose of considering changes in  
9 this Agreement.

10 27.3 Impasse. The provisions of Government Code Sections 3540 through 3549 shall be  
11 followed in the event that an impasse is declared. Once an impasse has been declared,  
12 the procedures of PERB will prevail. Once the impasse procedures have been invoked,  
13 this Agreement shall remain in full force and effect until the conclusion of the impasse  
14 process.

15 27.4 At the outset of each reopener period or renegotiations, both parties shall agree upon a  
16 projected amount of release time. The projected amount of release time may be increased  
17 by agreement of both parties.

18 27.5 Ratification of Additions or Changes. Any additions or changes in this Agreement shall  
19 not be effective unless reduced to writing and properly ratified and signed by both  
20 parties.



1 **ARTICLE 28**

2 **CLASSIFICATION AND RECLASSIFICATION**

3 28.1 Placement in Job Family. Every bargaining unit position shall be placed in a  
4 classification and each classification in a job family.

5 28.2 Reclassification. A reclassification request can come from CSEA, from the District, or  
6 from an employee at any time. Reclassification shall be handled in the following  
7 manner:

8 28.2.1 Any bargaining unit employee shall come to CSEA to institute a reclassification  
9 request. The employee will complete a form stating how the employee's present  
10 job differs from duties listed in his/her job description.

11 28.2.2 CSEA will forward the request and form to the Superintendent or designee for a  
12 job audit. The District will present the results of the audit to CSEA when  
13 completed, which shall be at least fifteen (15) working days prior to any proposed  
14 Board action.

15 28.2.3 CSEA will notify the District of any disagreement with the audit results. The  
16 parties shall then meet to reach a mutual agreement on the reclassification.

17 28.2.4 If the District initiates the reclassification request, the District will notify CSEA  
18 immediately. The District will present the results of the audit to CSEA when  
19 completed, which shall be at least fifteen (15) working days prior to any proposed  
20 Board action. If CSEA does not agree, the parties shall meet to reach mutual  
21 agreement on the reclassification.

22 28.2.5 CSEA will notify the affected employee(s) of the progress and final results of the  
23 reclassification meetings.

24 28.2.6 The following options are available to the parties at the meetings:

25 28.2.6.1 The parties can reach agreement on the reclassification.

26 28.2.6.2 The parties can agree that no reclassification action will take place.

27 28.2.6.3 If the parties are unable to reach an agreement within fifteen (15)  
28 working days after the initial meeting, CSEA will meet with the  
29 affected employee(s) to notify them of the continued disagreement and  
30 to seek input. If no agreement is reached during the next scheduled  
meeting between the District and CSEA, the reclassification request(s)

1 shall be tabled pending the next regularly scheduled negotiations, at  
2 which time the reclassification(s) may become a part of said meeting.

3 28.2.7 Agreed upon reclassifications shall become effective on the date of the  
4 completion of the audit. An audit shall be completed no later than thirty (30)  
5 calendar days from one of the following dates:

6 28.2.7.1 The date the employee's initiating request is submitted to the  
7 Superintendent or designee.

8 28.2.7.2 The date the District notifies CSEA pursuant to Section 28.2.4.

9 28.2.7.3 The date CSEA submits a request to the Superintendent or  
10 designee.

11 28.3 Classification. The District shall have the right to create new classifications and set the  
12 duties and title of any classification. The District shall establish an interim salary  
13 placement and notify CSEA of the duties, title, and interim proposed salary placement at  
14 least fifteen (15) working days prior to the Board action. The proposed salary shall  
15 become the recommendation to the Board unless CSEA notifies the Superintendent of its  
16 disagreement at least five (5) working days prior to Board action. The parties shall then  
17 meet to reach a mutual agreement on the salary placement of the new classification. The  
18 District may hire employees at the interim salary while the parties are meeting to reach  
19 agreement. Any agreed upon salary placement shall be effective the first date of  
20 employment of any employee in the new classification.

1 **ARTICLE 29**

2 **DURATION**

3 29.1 Term of Agreement. The new agreement shall be effective July 1, 2019 through  
4 June 30, 2022. The Agreement shall be closed for the 2019-20 school year. For the  
5 2020-21 and 2021-22 school years, the parties agree to limit reopener negotiations to only  
6 Article 9 (Pay and Allowances), Article 21 (Employee Benefits), and up to two other  
7 articles as designated by the District and up to two other articles as designated by the  
8 Association.

1                   AGREEMENT BETWEEN THE LOWELL JOINT SCHOOL DISTRICT AND THE  
2                                   CALIFORNIA SCHOOL EDUCATION ASSOCIATION  
3   AND ITS CHAPTER NO. 294

4  
5           The District and CSEA agree to close negotiations for the 2019/20 school year. Attached are  
6           the Tentative Agreements reached by the parties that will be submitted to the Association  
7           membership, and then the Board of Trustees for approval.

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12           Signed and entered into this 17<sup>th</sup> day of August, 2020.  
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**AGREEMENT  
BETWEEN THE  
LOWELL JOINT SCHOOL DISTRICT  
AND THE  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND IT'S LOWELL JOINT CHAPTER 294**

August 17, 2020

A Tentative Agreement has been reached between the California School Employees Association and its Lowell Joint Chapter 294 (CSEA) and the Lowell Joint School District (District) for a new contract. Attached are the Tentative Agreements reached by the parties that will be submitted to CSEA membership and the District's Board of Trustees for approval. The following Tentative Agreements are attached:

<b>Article 4</b>	<b>Organizational Security</b>
<b>Article 9</b>	<b>Pay and Allowances</b>
<b>Article 11</b>	<b>Performance Evaluations</b>
<b>Article 15</b>	<b>Vacation Plan</b>
<b>Article 16</b>	<b>Leaves</b>
<b>Article 18</b>	<b>Transfers and Vacancies</b>
<b>Article 21</b>	<b>Employee Benefits</b>
<b>Article 27</b>	<b>Negotiations Procedures</b>
<b>Article 29</b>	<b>Duration</b>
<b>Appendix A&amp;B</b>	<b>Unit Position</b>
<b>Appendix C</b>	<b>Performance Recognition Increase (PRI)</b>

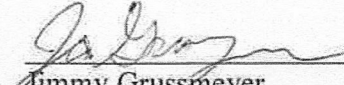
Once ratified by the parties, this Agreement closes negotiations for the 2019-2020 and 2020-2021 school years consistent with revised Article 29.

CSEA and its Lowell Joint Chapter 294:


Lowell Joint School District:

Darlene Pullen      8/17/20  
Darlene Pullen      Date  
President, CSEA Chapter 294

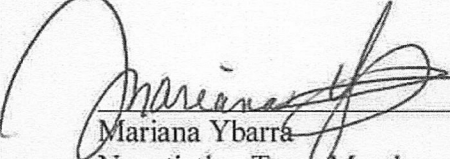
Jim Coombs      8/17/2020  
Jim Coombs      Date  
Superintendent

  
Jimmy Grussmeyer  
Negotiation Team Member


8/17/2020  
Date

  
Andrea Reynolds  
Assistant Superintendent, Admin. Services

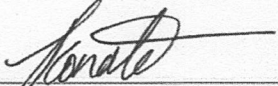
8/17/2020  
Date

  
Mariana Ybarra  
Negotiation Team Member

8/17/2020  
Date

  
Tena Serrano  
Negotiation Team Member

8/17/2020  
Date

  
Tamiara Konate  
CSEA Labor Relations Representative

8/17/2020  
Date

1 **NON-BARGAINING UNIT POSITIONS**

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5 **MANAGEMENT**

6 Assistant Superintendent of Administrative Services

7 Assistant Superintendent of Facilities and Operations

8 Bond Contracts and Accounting Compliance Manager

9 Director of Educational and Information Technology

10 Director of Fiscal Services

11 Occupational Therapist

12 **CONFIDENTIAL**

13 Executive Assistant and Secretary to Superintendent

14 Administrative Assistant - Business Services/Classified Personnel

15 **CLASSIFIED**

16 Noon Duty Assistant

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**LOWELL JOINT SCHOOL DISTRICT**

**CLASSIFICATION OF POSITIONS**

<u>JOB FAMILY</u>	<u>RANGE</u>	<u>JOB FAMILY</u>	<u>RANGE</u>
<b><u>ACCOUNTING</u></b>		<b><u>INSTRUCTIONAL/LIBRARY SVCS.</u></b>	
Fiscal Services Clerk	23	Library Media Technician	20
<b><u>CLERICAL/SECRETARIAL</u></b>		Instructional Assistant-ABA	16
Administrative Secretary-Educational Services	26	Instructional Assistant-Special Education (Moderate Classroom)	15
Facilities and Operations Secretary/ Technician	25	Special Education Support Aide (SESA)	15
School Office Manager	23	Bilingual Instruction Assistant	14
Secretary- Special Education/Health Services	21	Instructional Assistant-Special Education (Moderate Classroom)	14
School Clerk - Intermediate	18	Instructional Aide – Intervention	14
Bilingual Clerk Typist	17	Instructional Assistant – RSP	14
Receptionist/Office Assistant	17	Special Education Support Aide (SESA)	14
Clerk Typist	16	<b><u>MAINTENANCE &amp; OPERATIONS</u></b>	
<b><u>NUTRITION SERVICES</u></b>		Maintenance-General	28
Nutrition Services Delivery Worker	22	Utility Worker	27
Nutrition Services Bookkeeper	20	Day Custodian	21
Cafeteria Manager	18	Groundskeeper	20
Nutrition Services Clerk	16	Night Custodian	18
Satellite Cafeteria Worker	14	<b><u>SPECIALIST</u></b>	
Cafeteria Worker	7	Speech and Language Pathology Assistant	30
<b><u>TECHNOLOGY</u></b>		Nurse’s Assistant	19
Information Systems Specialist	29		
Systems Analyst	28		
Systems Technician	22		
Systems Aide	22		

**NIGHT DIFFERENTIAL**

A \$37.50 monthly night differential will be paid to regular classified employees whose schedule requires them to work one (1) hour or more past 5:00 p.m. at least half of the working days within any given pay period. Those employees who work less than eight (8) hours will receive a proportionate amount of this night pay differential.

**LONGEVITY**

Length of service shall be additionally compensated at the following rate:

After completion of -- 10 years of service	2.5%
15 years of service	5 %
20 years of service	7.5%
25 years of service	10 %
30 years of service	12.5%



**2019/20 Classified Salary Schedule  
Effective July 1, 2019**

*Effective July 1, 2019, employees shall receive a 2% increase to their base salary earnings (excluding stipends and other remuneration).*

RANGE	PERFORMANCE RECOGNITION INCREASES							
	1	2	3	4	5	6	7	8
1	2,103	2,195	2,307	2,427	2,554	2,683	2,817	2,962
2	2,171	2,255	2,367	2,494	2,618	2,749	2,895	3,039
3	2,195	2,307	2,427	2,554	2,683	2,817	2,962	3,120
4	2,255	2,367	2,494	2,618	2,749	2,895	3,039	3,189
5	2,307	2,427	2,554	2,683	2,817	2,962	3,120	3,273
6	2,367	2,494	2,618	2,749	2,895	3,039	3,189	3,347
7	2,427	2,554	2,683	2,817	2,962	3,120	3,273	3,423
8	2,494	2,618	2,749	2,895	3,039	3,189	3,347	3,514
9	2,554	2,683	2,817	2,962	3,120	3,273	3,423	3,606
10	2,618	2,749	2,895	3,039	3,189	3,347	3,514	3,695
11	2,683	2,817	2,962	3,120	3,273	3,423	3,606	3,790
12	2,749	2,895	3,039	3,189	3,347	3,514	3,695	3,876
13	2,817	2,962	3,120	3,273	3,423	3,606	3,790	3,980
14	2,895	3,039	3,189	3,347	3,514	3,695	3,876	4,080
15	2,962	3,120	3,273	3,423	3,606	3,790	3,980	4,188
16	3,039	3,189	3,347	3,514	3,695	3,876	4,080	4,291
17	3,120	3,273	3,423	3,606	3,790	3,980	4,188	4,400
18	3,189	3,347	3,514	3,695	3,876	4,080	4,291	4,507
19	3,273	3,423	3,606	3,790	3,980	4,188	4,400	4,622
20	3,347	3,514	3,695	3,876	4,080	4,291	4,507	4,745
21	3,423	3,606	3,790	3,980	4,188	4,400	4,622	4,851
22	3,514	3,695	3,876	4,080	4,291	4,507	4,745	4,974
23	3,606	3,790	3,980	4,188	4,400	4,622	4,851	5,100
24	3,695	3,876	4,080	4,291	4,507	4,745	4,974	5,222
25	3,790	3,980	4,188	4,400	4,622	4,851	5,100	5,362
26	3,876	4,080	4,291	4,507	4,745	4,974	5,222	5,492
27	3,980	4,188	4,400	4,622	4,851	5,100	5,362	5,639
28	4,080	4,291	4,507	4,745	4,974	5,222	5,492	5,769
29	4,188	4,400	4,622	4,851	5,100	5,362	5,639	5,920
30	4,291	4,507	4,745	4,974	5,222	5,492	5,769	6,058

*AR* 9/11/2020  
Prepared by Andrea Reynolds

**2020/21 Classified Salary Schedule**  
**Effective July 1, 2020**

*Effective July 1, 2020, employees shall receive a 2% increase to their base salary earnings (excluding stipends and other remuneration).*

RANGE	PERFORMANCE RECOGNITION INCREASES							
	1	2	3	4	5	6	7	8
1	2,145 (12.17)	2,239 (12.72)	2,353 (13.36)	2,476 (14.08)	2,605 (14.79)	2,737 (15.54)	2,873 (16.32)	3,021 (17.16)
2	2,214 (12.58)	2,300 (13.08)	2,414 (13.74)	2,544 (14.46)	2,670 (15.17)	2,804 (15.94)	2,953 (16.78)	3,100 (17.61)
3	2,239 (12.72)	2,353 (13.36)	2,476 (14.08)	2,605 (14.79)	2,737 (15.54)	2,873 (16.32)	3,021 (17.16)	3,182 (18.09)
4	2,300 (13.08)	2,414 (13.74)	2,544 (14.46)	2,670 (15.17)	2,804 (15.94)	2,953 (16.78)	3,100 (17.61)	3,253 (18.47)
5	2,353 (13.36)	2,476 (14.08)	2,605 (14.79)	2,737 (15.54)	2,873 (16.32)	3,021 (17.16)	3,182 (18.09)	3,338 (18.97)
6	2,414 (13.74)	2,544 (14.46)	2,670 (15.17)	2,804 (15.94)	2,953 (16.78)	3,100 (17.61)	3,253 (18.47)	3,414 (19.39)
7	2,476 (14.08)	2,605 (14.79)	2,737 (15.54)	2,873 (16.32)	3,021 (17.16)	3,182 (18.09)	3,338 (18.97)	3,491 (19.85)
8	2,544 (14.46)	2,670 (15.17)	2,804 (15.94)	2,953 (16.78)	3,100 (17.61)	3,253 (18.47)	3,414 (19.39)	3,584 (20.37)
9	2,605 (14.79)	2,737 (15.54)	2,873 (16.32)	3,021 (17.16)	3,182 (18.09)	3,338 (18.97)	3,491 (19.85)	3,678 (20.87)
10	2,670 (15.17)	2,804 (15.94)	2,953 (16.78)	3,100 (17.61)	3,253 (18.47)	3,414 (19.39)	3,584 (20.37)	3,769 (21.40)
11	2,737 (15.54)	2,873 (16.32)	3,021 (17.16)	3,182 (18.09)	3,338 (18.97)	3,491 (19.85)	3,678 (20.87)	3,866 (21.96)
12	2,804 (15.94)	2,953 (16.78)	3,100 (17.61)	3,253 (18.47)	3,414 (19.39)	3,584 (20.37)	3,769 (21.40)	3,954 (22.46)
13	2,873 (16.32)	3,021 (17.16)	3,182 (18.09)	3,338 (18.97)	3,491 (19.85)	3,678 (20.87)	3,866 (21.96)	4,060 (23.04)
14	2,953 (16.78)	3,100 (17.61)	3,253 (18.47)	3,414 (19.39)	3,584 (20.37)	3,769 (21.40)	3,954 (22.46)	4,162 (23.61)
15	3,021 (17.16)	3,182 (18.09)	3,338 (18.97)	3,491 (19.85)	3,678 (20.87)	3,866 (21.96)	4,060 (23.04)	4,272 (24.29)
16	3,100 (17.61)	3,253 (18.47)	3,414 (19.39)	3,584 (20.37)	3,769 (21.40)	3,954 (22.46)	4,162 (23.61)	4,377 (24.89)
17	3,182 (18.09)	3,338 (18.97)	3,491 (19.85)	3,678 (20.87)	3,866 (21.96)	4,060 (23.04)	4,272 (24.29)	4,488 (25.49)
18	3,253 (18.47)	3,414 (19.39)	3,584 (20.37)	3,769 (21.40)	3,954 (22.46)	4,162 (23.61)	4,377 (24.89)	4,597 (26.11)
19	3,338 (18.97)	3,491 (19.85)	3,678 (20.87)	3,866 (21.96)	4,060 (23.04)	4,272 (24.29)	4,488 (25.49)	4,714 (26.80)
20	3,414 (19.39)	3,584 (20.37)	3,769 (21.40)	3,954 (22.46)	4,162 (23.61)	4,377 (24.89)	4,597 (26.11)	4,840 (27.49)
21	3,491 (19.85)	3,678 (20.87)	3,866 (21.96)	4,060 (23.04)	4,272 (24.29)	4,488 (25.49)	4,714 (26.80)	4,948 (28.10)
22	3,584 (20.37)	3,769 (21.40)	3,954 (22.46)	4,162 (23.61)	4,377 (24.89)	4,597 (26.11)	4,840 (27.49)	5,073 (28.84)
23	3,678 (20.87)	3,866 (21.96)	4,060 (23.04)	4,272 (24.29)	4,488 (25.49)	4,714 (26.80)	4,948 (28.10)	5,202 (29.55)
24	3,769 (21.40)	3,954 (22.46)	4,162 (23.61)	4,377 (24.89)	4,597 (26.11)	4,840 (27.49)	5,073 (28.84)	5,326 (30.25)
25	3,866 (21.96)	4,060 (23.04)	4,272 (24.29)	4,488 (25.49)	4,714 (26.80)	4,948 (28.10)	5,202 (29.55)	5,469 (31.05)
26	3,954 (22.46)	4,162 (23.61)	4,377 (24.89)	4,597 (26.11)	4,840 (27.49)	5,073 (28.84)	5,326 (30.25)	5,602 (31.82)
27	4,060 (23.04)	4,272 (24.29)	4,488 (25.49)	4,714 (26.80)	4,948 (28.10)	5,202 (29.55)	5,469 (31.05)	5,752 (32.66)
28	4,162 (23.61)	4,377 (24.89)	4,597 (26.11)	4,840 (27.49)	5,073 (28.84)	5,326 (30.25)	5,602 (31.82)	5,884 (33.43)
29	4,272 (24.29)	4,488 (25.49)	4,714 (26.80)	4,948 (28.10)	5,202 (29.55)	5,469 (31.05)	5,752 (32.66)	6,038 (34.29)
30	4,377 (24.89)	4,597 (26.11)	4,840 (27.49)	5,073 (28.84)	5,326 (30.25)	5,602 (31.82)	5,884 (33.43)	6,179 (35.10)

*an 9/1/2020*



1 LONGEVITY PLAN

2  
3 Length of services shall be compensated by the following percentages added to the base pay:

4

5 After the completion of ten (10) years of service	2-1/2%
6 After the completion of fifteen (15) years of service	5%
7 After the completion of twenty (20) years of service	7-1/2%
8 After the completion of twenty-five (25) years of service	10%
9 After the completion of thirty (30) years of service	12-1/2%

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11 Additional Hours. Any employee in the bargaining unit who is authorized to work hours in  
12 addition to their part-time assignment shall be compensated at their normal salary including all  
13 longevity salary increases. (See Article 9.10)

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EVALUATION FORMS

Item 1. Performance Evaluation for Probationary Classified Employees.

Item 2. Performance Evaluation for Permanent Classified Employees.

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## PERFORMANCE EVALUATION FOR PROBATIONARY CLASSIFIED EMPLOYEES

Name:		Class Title:	
Location:	Reporting Period From:	To:	

**Check only those factors which apply to the employee's position**

**Exceeds** Work Performance Standards

**Meets** Work Performance Standards

**Below** Work Performance Standards

Please give reasons for rating and indicate superior qualities or suggestions made to employee on how to improve.

<b>1. QUALITY OF WORK</b>				
a. Job Knowledge	a.			
b. Accuracy	b.			
c. Neatness	c.			
d. Thoroughness	d.			
<b>2. QUANTITY OF WORK</b>				
a. Volume of output	a.			
b. Extent to which work schedules are met	b.			
<b>3. WORK HABITS AND ATTITUDES</b>				
a. Dependability	a.			
b. Punctuality	b.			
c. Orderliness	c.			
d. Compliance w/instructions, rules, regulations	d.			
e. Ability to work without immediate supervision	e.			
<b>4. PERSONAL QUALITIES</b>				
a. Judgment	a.			
b. Initiative	b.			
c. Adaptability to emergencies and new situations	c.			
<b>5. RELATIONSHIPS WITH OTHERS</b>				
a. Employees	a.			
b. Pupils	b.			
c. Public	c.			
<b>6. SUPERVISORY ABILITY (if applicable)</b>				
a. Leadership	a.			
b. Fairness & impartiality	b.			
c. Decision making	c.			
d. Training & instruction	d.			
e. Planning & assigning	e.			
f. Disciplinary control	f.			
g. Evaluating performance	g.			
h. Ability to get work out	h.			
<b>7. ADDITIONAL FACTORS (not considered above)</b>				
a.	a.			
b.	b.			
<b>8. OVERALL WORK PERFORMANCE</b>				

**CHECK ONE:**

A. Be retained in probationary status	B. Be granted permanent status	C. Terminated from this position*
---------------------------------------	--------------------------------	-----------------------------------

\*(Initiate "Notice of Unsatisfactory Service")

It is understood that, in signing the Performance Evaluation Form, the employee acknowledges having seen and discussed the report. The employee's signature does not necessarily imply agreement with conclusions of the supervisor. An employee shall have fifteen (15) working days after receipt of the performance evaluation to attach any statement or documents that relate to the evaluation.

Signature of Evaluator  
Date: \_\_\_\_\_

Signature of Employee  
Date: \_\_\_\_\_

Signature of Department Head  
Date: \_\_\_\_\_

**PERFORMANCE EVALUATION FOR PERMANENT CLASSIFIED EMPLOYEES**

Name:		Class Title:	
Location:		Reporting Period From:	To:

**Check only those factors which apply to the employee's position**

**Exceeds** Work Performance Standards

**Meets** Work Performance Standards

**Below** Work Performance Standards

Please give reasons for rating and indicate superior qualities or suggestions made to employee on how to improve.

<b>1. QUALITY OF WORK</b>					
a. Job Knowledge	a.				
b. Accuracy	b.				
c. Neatness	c.				
d. Thoroughness	d.				
<b>2. QUANTITY OF WORK</b>					
a. Volume of output	a.				
b. Extent to which work schedules are met	b.				
<b>3. WORK HABITS AND ATTITUDES</b>					
a. Dependability	a.				
b. Punctuality	b.				
c. Orderliness	c.				
d. Compliance w/instructions, rules, regulations	d.				
e. Ability to work without immediate supervision	e.				
<b>4. PERSONAL QUALITIES</b>					
a. Judgment	a.				
b. Initiative	b.				
c. Adaptability to emergencies and new situations	c.				
<b>5. RELATIONSHIPS WITH OTHERS</b>					
a. Employees	a.				
b. Pupils	b.				
c. Public	c.				
<b>6. SUPERVISORY ABILITY (if applicable)</b>					
a. Leadership	a.				
b. Fairness & impartiality	b.				
c. Decision making	c.				
d. Training & instruction	d.				
e. Planning & assigning	e.				
f. Disciplinary control	f.				
g. Evaluating performance	g.				
h. Ability to get work out	h.				
<b>7. ADDITIONAL FACTORS (not considered above)</b>					
a.	a.				
b.	b.				
<b>8. OVERALL WORK PERFORMANCE</b>					

It is understood that, in signing the Performance Evaluation Form, the employee acknowledges having seen and discussed the report. The employee's signature does not necessarily imply agreement with conclusions of the supervisor. An employee shall have fifteen (15) working days after receipt of the performance evaluation to attach any statement or documents that relate to the evaluation.

Signature of Evaluator	Signature of Employee	Signature of Department Head
Date: _____	Date: _____	Date: _____

GRIEVANCE FORMS

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Step 1 – Informal (Immediate Supervisor)

Step 2 –Next Level Supervision (Principal, Department Head, or Next Level Supervisor)

Step 3 –Superintendent



**LOWELL JOINT SCHOOL DISTRICT**

**GRIEVANCE PROCEDURE**

**STEP 1 – INFORMAL (Immediate Supervisor)**

GRIEVANT _____	DATE _____
JOB TITLE _____	LOCATION _____
DATE /TIME GRIEVANCE OCCURRED _____	

1. Statement of Grievance, and claims and facts upon which based:

2. Remedy or correction which is desired that the District make:

3. Section(s) of Contract or Policies, if any, relied upon or claimed to have been violated:

EMPLOYEE'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

RECEIVED BY \_\_\_\_\_ DATE/TIME \_\_\_\_\_

JOB TITLE \_\_\_\_\_

SUPERVISOR'S RESPONSE:

SUPERVISOR'S SIGNATURE \_\_\_\_\_ DATE/TIME \_\_\_\_\_  
.....

DELIVERED TO EMPLOYEE - DATE/TIME \_\_\_\_\_

EMPLOYEE'S SIGNATURE: \_\_\_\_\_  
.....

GRIEVANCE SETTLED: YES \_\_\_\_\_ NO \_\_\_\_\_ GRIEVANCE TO BE APPEALED: YES \_\_\_\_\_ NO \_\_\_\_\_

EMPLOYEE'S SIGNATURE \_\_\_\_\_ DATE/TIME \_\_\_\_\_  
.....

DISTRIBUTION: (After all sections of form have been completed)

- Original.....Personnel Office
- Copy.....Employee
- Copy.....Immediate Supervisor
- Copy.....Employee Representative

**LOWELL JOINT SCHOOL DISTRICT**

**GRIEVANCE PROCEDURE**

**STEP 2 - NEXT LEVEL SUPERVISION**  
**(Principal, Department Head, or Next Level Supervisor)**

GRIEVANT _____	DATE _____
JOB TITLE _____	LOCATION _____

1. Reason(s) for this appeal:

2. Statement of facts on which Grievance was based, including any additional facts in support of original statement:

3. Remedy or correction which is desired that the District make:

4. Section(s) of Contract or Policy, if any, relied upon or claimed to have been violated:

EMPLOYEE'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

RECEIVED BY \_\_\_\_\_ DATE/TIME \_\_\_\_\_

JOB TITLE \_\_\_\_\_

DECISION OF PRINCIPAL, DEPARTMENT HEAD OR NEXT LEVEL SUPERVISOR:

SIGNATURE \_\_\_\_\_ JOB TITLE \_\_\_\_\_

DATE/TIME \_\_\_\_\_

-----  
DELIVERED TO EMPLOYEE - DATE/TIME \_\_\_\_\_

EMPLOYEE'S SIGNATURE: \_\_\_\_\_

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GRIEVANCE SETTLED: YES \_\_\_\_\_ NO \_\_\_\_\_

GRIEVANCE TO BE APPEALED TO SUPERINTENDENT: YES \_\_\_\_\_ NO \_\_\_\_\_

EMPLOYEE'S SIGNATURE \_\_\_\_\_ DATE/TIME \_\_\_\_\_

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DISTRIBUTION: (After all sections of form have been completed)

- Original.....Personnel Office
- Copy.....Employee
- Copy.....Immediate Supervisor
- Copy.....Employee Representative

**LOWELL JOINT SCHOOL DISTRICT**

**GRIEVANCE PROCEDURE**

**STEP 3 - SUPERINTENDENT**

GRIEVANT \_\_\_\_\_

DATE \_\_\_\_\_

JOB TITLE \_\_\_\_\_

LOCATION \_\_\_\_\_

1. Reason(s) for this appeal:

2. Statement of facts on which Grievance was based, including any additional facts in support of original statement:

3. Remedy or correction which is desired that the District make:

4. Section(s) of Contract or Policy, if any, relied upon or claimed to have been violated:

EMPLOYEE'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

DATE/TIME \_\_\_\_\_

JOB TITLE \_\_\_\_\_

DECISION OF SUPERINTENDENT:

SUPERINTENDENT'S SIGNATURE \_\_\_\_\_ DATE/TIME \_\_\_\_\_  
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DELIVERED TO EMPLOYEE - DATE/TIME \_\_\_\_\_

EMPLOYEE'S SIGNATURE: \_\_\_\_\_  
.....

GRIEVANCE SETTLED: YES \_\_\_\_\_ NO \_\_\_\_\_

GRIEVANCE TO BE APPEALED TO ADVISORY ARBITRATION: YES \_\_\_\_\_ NO \_\_\_\_\_

EMPLOYEE'S SIGNATURE \_\_\_\_\_ DATE/TIME \_\_\_\_\_  
.....

DISTRIBUTION: (After all sections of form have been completed)

- Original.....Personnel Office
- Copy.....Employee
- Copy.....Immediate Supervisor
- Copy.....Employee Representative

**LOWELL JOINT SCHOOL DISTRICT**

**GRIEVANCE PROCEDURE**

**STEP 4 – ADVISORY ARBITRATION**

GRIEVANT _____	DATE _____
JOB TITLE _____	LOCATION _____

1. Reason(s) for this appeal:

2. Statement of facts on which Grievance was based, including any additional facts in support of original statement:

3. Remedy or correction which is desired that the District make:

4. Section(s) of Contract or Policy, if any, relied upon or claimed to have been violated:

EMPLOYEE'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

RECEIVED BY \_\_\_\_\_ DATE/TIME \_\_\_\_\_

JOB TITLE \_\_\_\_\_

1 VACATION ACCUMULATION PLAN

2 All classified employees in the bargaining unit shall earn the amount of vacation per year  
3 as listed below. Vacation time will be earned for every hour in paid status and calculated  
4 accordingly. For the purposes of this calculation, a month shall be considered to have 176  
5 working hours and/or twenty-two (22) working days. Vacation available to employees will be  
6 posted on a fiscal year basis and a verified report given to each employee annually.

7 An employee serving an initial probationary period will earn vacation during the  
8 probationary period, but shall not be eligible to take vacation until the first day of the month  
9 following successful completion of probation. No payment for vacation accumulation shall be  
10 made to employees who terminate prior to completion of 130 days of paid service.

11 Employees with more than six (6) months of service who, either voluntarily or  
12 involuntarily, discontinue their employment with the District, shall be entitled to the unused  
13 vacation time they have earned, and shall be granted vacation pay.  
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CLASSIFIED EMPLOYEES VACATION COMPUTATION SCHEDULE

<u>12 – MONTH EMPLOYEES</u>	<u>COMPUTED AT</u>	<u># OF DAYS</u>
1 – 5 years of service	.049243 per hour of paid service	13 days
6 – 10 years of service	.060605 per hour of paid service	16 days
11 – 15 years of service	.068185 per hour of paid service	18 days
16 – 20 years of service	.07576 per hour of paid service	20 days
21+ years of service	.07954 per hour of paid service	21 days

11 – MONTH EMPLOYEES

1 – 5 years of service	.04957 per hour of paid service	12 days
6 – 10 years of service	.06198 per hour of paid service	15 days
11 – 15 years of service	.07025 per hour of paid service	17 days
16 – 20 years of service	.07851 per hour of paid service	19 days
21+ years of service	.08265 per hour of paid service	20 days

10 – MONTH EMPLOYEES

1 – 5 years of service	.05 per hour of paid service	11 days
6 – 10 years of service	.06363 per hour of paid service	14 days
11 – 15 years of service	.07273 per hour of paid service	16 days
16 – 20 years of service	.08182 per hour of paid service	18 days
21+ years of service	.08637 per hour of paid service	19 days

OTHER EMPLOYEES

<u>WORK YEARS</u>	<u>(150 &amp; less Days)</u>	<u>(151-199 Days)</u>	<u>(200 + Days)</u>
1 – 5 years of service	.049243	.049243	.049243 per hour of paid service
6 – 10 years of service	.0688	.0645	.0642 per hour of paid service
11 – 15 years of service	.0823	.0748	.0743 per hour of paid service
16 – 20 years of service	.0956	.0848	.0843 per hour of paid service
21+ years of service	.1025	.09	.0893 per hour of paid service

APPENDIX “T”

1 SICK LEAVE COMPUTATION SCHEDULE

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3 Sick Leave is the authorized paid absence of an employee because of illness or injury or  
4 exposure to contagious disease. All probationary, permanent and permanent part-time classified  
5 employees are entitled to sick leave benefits. Benefits are prorated in the same ratio as the  
6 regular work schedule (Education Code Section 45136). Pay for any day of absence shall be the  
7 same as the pay that would have been received had the employee served during the day. Credit  
8 for sick leave need not be accrued prior to taking such leave by the employee and such leave may  
9 be taken at any time during the year. However, a new employee of the District shall not be  
10 eligible to take more than six (6) days, or the proportional amount to which he/she may be  
11 entitled, until after completion of six (6) months of active service.

12 At the beginning of each fiscal year, the sick leave “bank” of the employee shall be  
13 increased by the number of days or hours of paid sick leave that he/she would normally earn in  
14 the ensuing fiscal year. An employee’s sick leave “account” shall be adjusted if a change in  
15 assignment alters the amount of sick leave earnable. If, upon termination, an employee has used  
16 more sick leave than he/she has earned, that proportionate amount of sick leave pay will be  
17 deducted from his/her final paycheck.

18 On a fiscal basis: A twelve-month employee is credited with twelve (12) days sick leave;  
19 and eleven-month employee is credited with eleven (11) days sick leave; other employees will be  
20 credited with the number of days of sick leave prorated to their regular work schedule, in  
21 accordance with Education Code Section 45136.

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30 APPENDIX “J”



**LOWELL JOINT SCHOOL DISTRICT**  
**11019 VALLEY HOME AVENUE, WHITTIER, CALIFORNIA 90603**  
**(562) 943-0211**

STATEMENT TO NEW EMPLOYEES:

PLEASE BE ADVISED THAT STATE DISABILITY INSURANCE IS NOT AVAILABLE THROUGH THE DISTRICT. IF YOU WISH TO CONSIDER A DISABILITY INCOME PROTECTION PLAN, PLEASE CONTACT YOUR CSEA REPRESENTATIVES FOR INFORMATION.

APPENDIX "K"

Memorandums  
Of  
Understanding

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**LOWELL JOINT SCHOOL DISTRICT**  
**AND THE**  
**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**  
**AND IT'S LOWELL JOINT CHAPTER 294**

**COVID-19 PANDEMIC**

**September 16, 2020**

This Memorandum of Understanding is entered into between the Lowell Joint School (District) and the California School Employees Association and its Lowell Joint Chapter 294 (CSEA) concerning the impacts and effects of resumed District operations during the COVID-19 environment.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with COVID-19. We agree that reasonable continuity of District operations should be maintained, and reasonable accommodation should be made for District employees who are impacted by the pandemic.

The District and CSEA recognize that depending upon changes in the public health situation and governmental directives, during part or all of the 2020-21 school year the District might utilize distance learning, or in-person instruction, or different combinations of distance learning and in-person instruction. To facilitate the District's implementing either distance learning, in-person instruction, or an appropriate hybrid model, this MOU addresses some commitments that would only apply if students are coming to school sites for instruction.

To these ends, for the duration of this Agreement, the District and CSEA agree as follows:

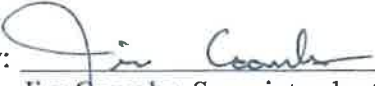
- 1) The District will inform CSEA as soon as practicable should it learn of confirmed or likely COVID-19 infection of District employees or students utilizing District facilities. It is understood that individuals' privacy rights under HIPAA and CMIA will be maintained.
- 2) The District shall follow all federal, state, and local health orders including but not limited to the California Department of Education (CDE), California Department of Public Health (CDPH), and Los Angeles and Orange County Department of Public Health (LAC DPH). The District will provide CSEA with copies of any health order related postings.
- 3) The District will provide information required by orders from public health officials on public hygiene and sanitation. The District will ensure to the extent reasonably possible that its facilities have the required supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer), and personal protective equipment (PPE) required by public health officials including, but not limited to, gloves and face masks, The District recognizes its responsibility to ensure mask or face-shield use consistent with applicable orders to protect the health of students, employees, and the community. CSEA will cooperate with the District in any necessary public health actions including, but not limited to, those actions required by federal, state, and local departments of public health.

- a. The District will train unit members on health and safety protocols related to COVID-19, including worksite-specific plans and prevention.
  - b. The District will provide additional PPE for specific job duties, such as face shields for working in classrooms with students or engaging in symptom screening of students and staff.
- 4) The District shall make reasonable workplace adjustments to food preparation and service areas to achieve physical distancing between unit members and between unit members and students. Additionally, the District will implement reasonable operational changes in food distribution to attempt to limit the number of students in the cafeterias to best ensure physical distancing.
- 5) The District shall screen unit members for COVID-19 before entering the workplace and as part of the standard workday. Screening shall include visual symptom and wellness checks, COVID-19 symptom questionnaire, and temperature checks. Records of staff screenings shall be kept by the employee and be produced if the District or a health inspector requests.
- 6) Unit members shall report an unsafe working condition to their immediate supervisor. If the unit member is not satisfied with the supervisor's response, they may report the issue to CSEA. The unit member may be directed to complete alternate work or work under modified conditions.
- 7) In the event a CSEA unit member is exposed to a confirmed case of COVID-19 or is taken ill with COVID-19 as confirmed by a health practitioner, the unit member may use available leaves without fear of reprisal. Unit members who have exhausted their leaves may use applicable Education Code benefits. Unit members belonging to populations identified by federal or state authorities as uniquely vulnerable to the effects of the virus, including, but not necessarily limited to, persons age 65 or older, persons who are pregnant, and persons with chronic health conditions, shall be allowed to self-quarantine and use available leaves. Similarly, those unit members with medical proof of susceptibility to the virus should it be detected and confirmed by the local health department among students or staff at a facility will be granted leave as liberally as lawfully possible when consistent with the school's operational needs. CSEA will notify its members of the District's commitments but shall not encourage its members to take leave unless there is actually a medical reason. These situations shall be discussed with the employee through the interactive process to determine whether accommodations are possible.
- 8) The District will follow the Families First Coronavirus Response Act (FFCRA) in the implementation of all leaves related to COVID-19. FFCRA is in effect, by law, from April 1, 2020 – December 31, 2020. If available, unit members may use applicable leave balances to fill any gap in pay resulting from the 2/3 formula.
- 9) The District shall process workers' compensation claims consistent with the law, and with guidance from its workers' compensation claim administrator.
- 10) The parties agree that the District shall have the sole and exclusive right to determine whether a school is closed, maintained as open, or reopened after closure. During any District closure or curtailment of operations, the District may require unit members, including those determined to be essential to its continued operations, to remain onsite and perform their regular work assignment or work outside of their regular work assignment, including but not limited to pursuant to Government Code § 3100. The District agrees no unit member will be laid off with an effective

date of December 30, 2020 or earlier. If layoffs are necessary with an effective date of December 31, 2020 or thereafter, the District agrees to provide CSEA at least ten calendar days' advance notice.

- 11) The District agrees that to the extent possible, unit members may perform work remotely from home. The District will take reasonable steps to facilitate remote work, such as providing Chromebooks or hotspots when needed by the unit member to perform assigned work. While working from home, unit members are expected to be available during their normal designated working hours. Unit members working from home may be required to work at a District site. The District shall provide 48-hour notice prior to the time they are required to report. Classifications in the following job classes shall be able to submit a remote work request to their supervisor for consideration: Clerical/Secretarial, Technology, Instructional/Library Services, and Specialists. Requests will be considered based on student/parent/operational needs.
- 12) The parties agree that Article 15.2 of the CBA regarding the carry over limit of vacation days shall be waived for the 2019-2020 school year allowing vacation days to be carried over without limit from the 2019-2020 year into the 2020-2021 year.
- 13) The District may need to add additional school days to this school year or next year. Should additional workdays or other measures be sought by the District, the parties agree to meet and negotiate concerning the effects.
- 14) The District shall make reasonable efforts to accommodate requests by employees who are parents to deal with a childcare provider or school emergency caused by the COVID-19 related closure consistent with Labor Code § 230.8.
- 15) This Memorandum of Understanding is effective for the 2020-2021 school year or the lifting of the statewide State of Emergency declared on March 4, 2020 in response to the COVID-19 outbreak, whichever occurs first. This MOU is a temporary agreement to address the extraordinary circumstances created by COVID-19. It does not create any precedents nor establish the status quo for future bargaining purposes. The parties may mutually agree to reopen this MOU to negotiate evolving situations or other conditions not addressed in this MOU related to effects on unit members because of COVID-19.

Dated: 9/16/2020

By:   
Jim Coombs, Superintendent  
Lowell Joint School District

Dated: 9/16/2020

By:   
Darleene Pullen, President, CSEA #294

Dated: 9/16/2020

By:   
Tamara Konate, CSEA Labor Relations Representative