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COLLECTIVE BARGAINING AGREEMENT
Between
MT. PLEASANT ELEMENTARY SCHOOL DISTRICT
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION MT. PLEASANT CHAPTER
#463

JULY 1, 2013 TO JUNE 30, 2016

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PREAMBLE

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This is an Agreement made and entered into this *4th day of 2013* between the Governing Board of the Mt. Pleasant School District (hereinafter referred to as the "District") and the California School Employees' Association and its Mt. Pleasant Chapter #463 (hereinafter referred to as "CSEA"). The Articles and provisions contained herein constitute a bilateral and binding agreement between the District and CSEA. This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Government Code (Act).

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ARTICLE I – RECOGNITION

- 1.1 The District confirms its recognition of the California School Employees' Association and its Mt. Pleasant Chapter #463 as the exclusive representatives for that unit Classified positions in Appendix A.
- 1.2 The Unit excludes those positions designated by the District and agreed to by the District and by CSEA as Management, Supervisory, Confidential, or Noon-Duty Supervisors. The District will advise CSEA of new positions or classes proposed. If agreement cannot be reached within ten (10) working days, the District may fill the positions involved and the parties shall submit any disagreements to PERB for resolution.
- 1.3 Persons who are hired *and paid* as a substitute *or short-term employee for 75% of the work year* or more during the scheduled absence of a regular employee shall be entitled to all benefits of this Contract except the right to permanency and seniority.

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ARTICLE II - EMPLOYEE RIGHTS

- 2.1 The District and Association recognize the right of employees to form, join, and participate in lawful activities of employees' organizations and the equal alternative right of employees to refuse to form, join, or participate in employee organization activities.
- 2.2 Distribution of Job Information
 - 2.2.1 Upon initial employment and each change in classification, each affected employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his/her position, a statement of the duties of the position, a statement of the employee's regular work site, regularly assigned work shift, the hours per day, days per week, and months per year.
 - 2.2.2 At the time of appointment to a unit position, an employee shall be assigned a regular work shift, hours per day, days per week, and months per year. Assignments may be reduced in accordance with the Education Code, or any procedures worked out between the District and CSEA outside of the negotiating process.
- 2.3 Distribution of Contract
 - 2.3.1 Within thirty (30) days after the execution of this Agreement, the District shall *post a copy of this Agreement on its website and shall also* print or duplicate and provide a copy of this Agreement to every employee in the bargaining unit.
 - 2.3.2 Any employee hired after the execution of this Agreement shall be provided with a copy of this Agreement by the District without charge at the time of employment.
 - 2.3.3 The District shall provide each employee, without charge, a copy of any written changes agreed to by the parties to this Agreement during the life of this Agreement.

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ARTICLE III — MANAGEMENT RIGHTS

3.1 It is understood and agreed that the District has all the customary and usual rights, powers, functions, and authority to discharge its obligations. Any of the rights, powers, and functions or authority, which are specifically abridged or modified by this Agreement or by any supplement to this Agreement arrived at through the process of collective bargaining.

214 **ARTICLE IV- ASSOCIATION RIGHTS**
215

216 4.1 All CSEA business, discussions and activities will be conducted by unit members
217 or CSEA officials outside established work hours as defined in Article IX herein,
218 exclusive of breaks and lunch, and will be conducted in places other than District
219 property, exclusive of breaks and lunch, except when:

220 4.1.1 An authorized CSEA representative obtains advance permission
221 from the Superintendent or designee regarding the specific time,
222 place and type of activity to be conducted.

223 4.1.2 The Superintendent or designee can verify that such requested
224 activities and use of facilities will not interfere with the school
225 programs and/or duties of unit members and will not directly or
226 indirectly interfere with the right of employees to refrain from
227 listening or speaking with a CSEA representative.

228 4.1.3 CSEA agrees to adhere to District requirements of the Community
229 Service Act, which allows for use of facilities.

230 4.1.4 Subject to these regulations, CSEA officers and representative
231 shall have the right to access at reasonable times areas in which
232 employees work.

233 4.2 CSEA may use the school mailboxes; fax machines, copy machines and bulletin
234 board spaces designated by the Superintendent subject to the following
235 conditions:

236 4.2.1 All postings for bulletin boards or items for school boxes must
237 contain the date of posting or distribution and the identification of
238 the organization, together with a designated authorization by the
239 CSEA president or designee.

240 4.2.2 A copy of such postings or distributions must be delivered to the
241 Superintendent or designee at the same time as postings or
242 distribution.

243 4.2.3 CSEA will not post or distribute information which is obscene,
244 derogatory or defamatory of the District or its personnel, subject to
245 the immediate removal by the District of the right to post or
246 distribute for a period of at least one (1) full semester.

247 4.2.4 CSEA will have the right to use *District copiers and duplicators*.
248 Such use shall be limited to times students are not in session.

249 4.3 Release Time

250 4.3.1 *The District shall grant CSEA a total of thirty (30) days per*
251 *contract year of Chapter release time in accordance with Education*
252 *Code 45210 for purposes of problem solving, contractual issues*
253 *and attend Association conferences/training.*

254 4.3.2 *The release time shall include the complete salary and benefits for*
255 *the released member. If a substitute is required for the released*
256 *member, the District shall incur the cost for the first fifteen (15)*
257 *days per contract Chapter release time. The Chapter may have an*
258 *additional fifteen (15) days, however, the CSEA chapter will pay for*
259 *the substitute days 16-30.*

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- 4.3.3 No more than two (2) members shall be released at one time.*
- 4.3.4 The release time shall be exercised at the Association's discretion, but within the parameters described above.*
- 4.3.4 The release time shall be separate and apart from release time in accordance with Government Code section 3543.1(c).*
- 4.3.5 The CSEA Chapter President shall provide a written notice to the District upon releasing a CSEA member. The notice shall be in writing and provided to the District no less than two (2) working days prior to the first day released, unless an alternative agreement is mutually agreed to between the parties.*

ARTICLE V - ORGANIZATIONAL SECURITY

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- 5.1 The District will deduct from the pay of CSEA members and pay to CSEA the normal and regular monthly Association membership dues duly authorized in writing by the employee on a form supplied by the District subject to the following conditions:
 - 5.1.1 Such deduction shall be made only upon the submission on a District approved form of a duly executed authorization by the employee. Such authorization remains in effect up to and including thirty (30) days after the expiration date of this Agreement.
 - 5.1.2. The District shall not be obligated to put into effect any new changed, or discontinued deduction until the pay period commencing fifteen (15) days or more after such submission.
 - 5.1.3 CSEA shall hold the District harmless in any dispute that arises with regard to the deduction authorized under this Article. The failure of any CSEA member to pay moneys to the CSEA or comply with CSEA rules, regulations or by-laws will be a dispute between CSEA and the member and will not be a dispute with or involve the District.
 - 5.1.4 The District shall deduct one-tenth of such dues from the pay of the member for the months of August through June of each school year.
 - 5.1.5 The District shall promptly remit to CSEA in a manner agreed to pursuant to this Article the moneys collected pursuant to this Article. CSEA agrees to submit to the District in writing within ten (10) days after the execution of this Agreement the current dues schedule of CSEA and to notify the District in writing of any revisions of that schedule.
 - 5.1.6 The organizational security agreement shall be as follows:

All employees in the bargaining unit who are not members of CSEA shall pay to CSEA as a condition of continuing employment a service fee in an amount in accordance with the CSEA dues schedule for the duration of this Agreement. Payment of the service fee shall be made by deduction from the wages of any employee in accordance with this Article.

5.2 Hold Harmless Clause
CSEA shall indemnify and hold the District harmless from any and all claims, demands, suits, or any other action arising from the organizational security provisions contained herein.

ARTICLE VI — GRIEVANCE PROCEDURE

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6.1 Grievance Procedure

Prior to implementation of the Procedures for Grievances, employees are encouraged to attempt to identify and resolve a problem at the lowest level through a private conference. However, either party has a right to a representative(s) at any level within the Procedures for Grievance. No reprisals shall be invoked against any employee for processing a grievance.

6.2 Definitions

- Representative: A "representative" is a fellow staff member, organization representative or other individual.
- Working Day: A "working day" is any day, which the central administrative offices of the District are open for business.
- Grievant: A "grievant" is a-District employee or group of employees in the bargaining unit covered by this Agreement who are filing a grievance. The Association may file a grievance alleging that a right of the Association has been violated.
- Grievance: A "grievance" is a claim by a member or members of the bargaining unit that there has been a violation, misinterpretation or misapplication of an express provision(s) of this Agreement. The grievance shall include terms and conditions of employment as they relate to an express provision(s) of the Agreement.

6.3 Procedures

- 6.3.1. Except by mutual agreement, failure by the employer at any level to communicate a decision within the specified time limit shall permit the grievance to proceed to the next level.
- 6.3.2 Except by mutual agreement, failure by the grievant at any level to appeal a grievance to the next level within the specified time limit shall constitute a resolution of the grievance at that level.
- 6.3.3 All conferences at Levels I, II and III shall be scheduled during the grievant's regularly scheduled workday, unless otherwise mutually agreed, and the grievant and one Association representative (if requested by the grievant) shall be released from their work duties to attend such conferences.
- 6.3.4 The District may request that the grievant be present at any hearing at any level of the grievance process.
- 6.3.5 With approval of the District Superintendent, Levels I and II may be bypassed.
- 6.3.6 If the grievance involves employees with different immediate supervisors, the grievance may be filed at Level II or Level III.
- 6.3.7 An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of CSEA as long as the adjustment is prior to arbitration and is not inconsistent with the terms of this Agreement. CSEA shall be provided copies of any grievance filed by employees directly and

359 any response by the District. Prior to any resolution of any
360 grievance, CSEA shall be provided with a copy of the proposed
361 resolution for review and be given five (5) days to respond. Any time
362 delays caused by this review will not require advancement to the
363 next level. CSEA shall have the right to be present at any stage of an
364 employee-processed grievance without participating.

365 6.3.8 The District shall provide paid release time for the purpose of
366 testifying at any level of the grievance procedure to employees
367 whose appearance is requested by CSEA or the District.

368 6.3.9 All materials concerning an employee's grievance shall be kept in a
369 file separate from the employee's personnel file. This file shall be
370 available for inspections only by the employee, the CSEA
371 representative upon written permission of the employee, and those
372 management, supervisory, and confidential employees directly
373 involved in the grievance procedure.

374 6.4 Level I — Immediate Supervisor

375 Within twenty (20) working days after complainant knew, or by reasonable
376 diligence could have known, of the condition upon which the grievance is based,
377 the complainant shall present his/her grievance in writing on a form to be
378 provided by the District to the supervisor with the immediate administrative
379 responsibilities for adjusting the grievance. Copies shall be sent by the grievant to
380 all representative(s) and all representative(s) shall be listed. The written statement
381 of grievance shall be a clear, concise statement of the circumstances upon which
382 the grievance is based, the persons involved, and the remedy sought. Either party,
383 or representative(s), may arrange for a joint conference of all parties concerned.
384 The immediate supervisor shall communicate his/her decision to the employee in
385 writing within five (5) working days after receiving the written grievance.

386 6.5 Level II — Administrator

387 A unit member may appeal in writing the decision from Level I to the
388 administrator above Level I within five (5) working days after receiving the
389 decision. This written request shall be a clear, concise statement of the results of
390 Level I, a copy of the original grievance, the outline of action taken to adjust the
391 grievance, the reasons for the appeal from the decision, and the name of the
392 appellant's representative(s), if any. Level II administrator shall confer with the
393 unit member and his/her representative(s) and communicate a decision to the
394 grievant in writing within five (5) working days after the appeal is received.

395 6.6 Level III — Superintendent

396 A unit member may appeal in writing the decision from Level II to the
397 Superintendent or designee within five (5) working days after receiving it. This
398 written appeal shall be a clear, concise statement of the results of Level II, a copy
399 of the original grievance, the outline of action taken to adjust the grievance, the
400 reason for the appeal from Level II, and the name of the appellant's
401 representative(s), if any. The Superintendent or designee shall confer with the unit
402 member and his/her representative(s) and communicate a decision to the grievant
403 in writing within ten (10) working days after the appeal is received.
404

405 6.7 Level IV — Board of Trustees
406 If the grievant is not satisfied with the decision at Level III, he/she may within
407 five (5) working days submit a request in writing to the Superintendent for a
408 Board hearing on the dispute. The Board of Trustees shall schedule a grievance
409 hearing with the grievant and his/ her representative(s) for the next regular
410 meeting. The Board's decision shall be sent in writing to the unit member within
411 ten (10) working days subsequent to the Board meeting at which the appeal was
412 adjusted. Copies will be provided to the grievant and CSEA. If the grievant is not
413 satisfied with the decision, he/she may within five (5) days submit a request in
414 writing to the Superintendent for binding arbitration.

415 6.8 Level V — Binding Arbitration

416 6.8.1 CSEA and the District shall attempt to agree upon an arbitrator. If no
417 agreement can be reached, they shall request the California State Mediation
418 and Conciliatory Service (CSMCS) to supply a list of five (5) names of
419 persons experienced in hearing grievances in public schools. Each party
420 shall alternately strike a name until only one name remains. The remaining
421 panel member shall be the arbitrator.

422 The order of striking shall be determined by lot. The fees and expenses of
423 the arbitrator and the hearing shall be borne equally by the District and
424 CSEA. All other expenses shall be borne by the party incurring them.

425 6.8.2 The arbitrator shall, as soon as possible, hear evidence and render a
426 decision on the issue(s) submitted to him/her. If the parties cannot agree
427 upon a submission agreement, the arbitrator shall determine the issues by
428 referring to the written grievance and the answers thereto at each step. The
429 arbitrator will have no power to add to, subtract from, or modify the terms
430 of this Agreement, or the written policies, rules, regulations, and
431 procedures of the District.

432 6.8.3 Issues arising out of the exercise by the Board and Administration of its
433 responsibilities under Article III of this Agreement, including the facts
434 underlying its exercise of such discretion, shall not be subject to this
435 procedure. After a hearing and after both parties have had an opportunity to
436 make written arguments, the arbitrator shall submit in writing to all parties
437 his/her findings. The findings of the arbitrator shall be final and binding.

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ARTICLE VII - COMPLAINT RESOLUTION

This procedure is to be used when violations or alleged violations of District policies, procedures and practices or unfair or unequal treatment occur outside this Agreement and is not subject to ARTICLE VII — GRIEVANCE.

Public Complaint Procedure

- 7.1 No disciplinary action, negative and/ or unsatisfactory evaluation, shall be taken based upon information received from a complaint from a member of the public or an employee of the District unless the following procedure has been followed.
- 7.2 The bargaining unit member will be advised of the existence and substance of the complaint within five (5) workdays of the receipt of the complaint by the district. All complaints shall be completed on the mutually-agreed upon form called "Mt. Pleasant Complaint Form" and a copy shall be provided to the member.
- 7.3 The supervisor shall commence a fair, complete, and impartial investigation as soon as possible after receiving the complaint. Should either party or the administrator believe the allegations in the complaint warrant a meeting, the immediate supervisor shall schedule a meeting between the bargaining unit member and the complainant. This meeting shall provide an opportunity for the complainant and/or his/her representative to repeat the complaint orally. The employee, their representative, or the district's representative to repeat the complaint orally. The employee, their representative, or the district's representative shall also have an opportunity to present information relevant to the complaint orally or in writing. If such a meeting is scheduled during the bargaining unit members normal work time, the bargaining unit member will be released without loss of pay to attend the meeting. The complainant may be accompanied at such meeting by an advocate.
- 7.4 To ensure that all pertinent facts are made available, the supervisor may interview or collect written statements from other relevant parties. The supervisor shall conclude the initial investigation within 10 days of receiving the written complaint. This timeline may be extended if relevant parties are not available. Within 10 days of the conclusion of the investigation, 20 days from the receipt of the complaint, the supervisor shall deliver to the complainant and the accused a written report of the findings of the investigation. The findings shall include:
 - 1. The disposition of the complaint, including corrective actions, if any.
 - 2. The rationale for the above disposition.
 - 3. A detailed statement of all specific issues that were brought up during the investigation and the extent to which these issues were resolved.
 - 4. Notice of the complainant or accused right to appeal the decision to the next level.
- 7.5 If an employee is disciplined as a result of the complaint, this report shall simply state that action was taken and the employee was informed of District expectations. The report shall not give any further information as to the nature of any action.

- 485 7.6 Complaints, which are withdrawn or determined by the District to be false, shall
486 neither be placed in the bargaining unit member's personnel file nor utilized in any
487 evaluation or disciplinary action against the bargaining unit member. Should the
488 District determine that the substance of a complaint is true after following the
489 above procedure, the District may take disciplinary action as listed in Article XII.
490 If no determination can be made as to the true or false nature of the complaint, the
491 original written Public Complaint Form shall be placed in a site file for the
492 remainder of the school year. If a similar complaint against the same bargaining
493 unit member is made within that school year, the first complaint shall become a
494 part of the new complaint and dealt with in a manner consistent with the principles
495 of progressive discipline and those listed in Article XII.
- 496 7.7 If the member believes the decision by the Supervisor is in error, the member may
497 appeal in writing directly to the Superintendent or their designee or follow
498 procedures as outlined in the Article VII. If the Superintendent or designee
499 receives an appeal, they will conduct their own impartial, fair, and complete
500 investigation and issue a written response to the member with in ten (10) days of
501 receiving the appeal. This timeline line may be extended if relevant parties are not
502 available.

503 TIMELINE

- 504
- 505 Step 1. Complainant files written complaint with the District. Complaint is given to the
506 immediate supervisor. Within five (5) days, the member receives a copy of the
507 complaint.
- 508 Step 2. Within ten (10) days, the Supervisor completes the investigation of the
509 Complaint.
- 510 Step 3. Within twenty (20) days from receiving the complaint, the
511 Supervisor shall deliver a written Findings Report to the complainant and the
512 member.
513

513

Mt. Pleasant Elementary School District COMPLAINT FORM

514

515

To be filed with: Site Administrator

516

To be checked by Complainant:

Date Complaint received: _____

517

518

519

_____ Parent

Complaint received by: _____

520

521

522

523

_____ Student

524

_____ District Employee

525

_____ Other:

526

527

NATURE OF COMPLAINT

528

Please give a detailed description of the grounds for your complaint, including all names, dates and places necessary for a complete understanding of your concern. Please attach additional pages if needed.

531

532

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535

Date(s) incident occurred: _____

536

(If you are filing a complaint alleging discrimination, it must be filed within six months of the occurrence of the event or when it is first acknowledged. If your complaint does not meet the deadline you may be given information regarding an appeal to the State Superintendent of Public Instruction.)

540

541

Under penalty of perjury, I certify that the above information is true and accurate to the best of my knowledge.

542

543

544

545

Signature of Originator (Complainant)

Date

546

547

548

Address

Telephone

549

550

FOR OFFICE USE ONLY

DATE RECEIVED

551

Type of Complaint:

Complaint referred to:

552

_____ UCP-Direct immediately to Human Resources

_____ Human Resources

553

_____ Williams

_____ Instructional Services

554

_____ Employee

_____ Student Services

555

_____ Miscellaneous

_____ Special Education

556

_____ Facilities

557

Date Complaint Resolved: _____

558

Please attach any supporting documents

559 **ARTICLE VIII - LEAVE PROVISIONS**

560
561 Sole Benefits — The benefits, which are expressly provided in this Article, are the sole benefits,
562 which are part of this Collective Agreement.

563
564 8.1 **Illness or Injury Leave** — Illness or injury leave shall be for physical and mental
565 disability absences which are medically necessary and caused by illness, injury,
566 pregnancy disability, or quarantine. Illness or injury leave shall not be for cosmetic
567 surgery.

568 8.1.1 **Eligibility** — A member of the bargaining unit employed five (5) days
569 a week for fiscal year of service by the District shall be entitled to twelve (12)
570 days leave of absence for illness or injury without loss of compensation. The
571 illness or injury entitlement for the year shall be credited at the beginning of the
572 year. A member of the bargaining unit employed five (5) days a week who is
573 employed for less than a full fiscal year is entitled to that proportion of twelve
574 (12) days leave of absence for illness or injury as the number of months they are
575 employed bears to twelve.

576
577 A member of the bargaining unit employed less than five (5) days per week shall
578 be entitled for a fiscal year of service to that proportion of twelve (12) days leave
579 of absence for illness or injury as the number of days they are employed per week
580 bears to five (5). When such a member is employed for less than a full fiscal year
581 of service, this and the preceding paragraph shall determine the proportion of
582 leave of absence for illness or injury to which said member is entitled.

583 *If an employee's records indicate a possible abuse of leave privileges under this*
584 *Section the district may require verification (Physician's note) of the nature and*
585 *severity of the illness or injury through a physical examination of the member*
586 *verified by his/her physician or the by a physician appointed by the District in*
587 *writing (i.e. a note). If the employee sees (either by his/her choice or directed by*
588 *the district) a physician appointed by the District such examination shall be*
589 *made at no cost to the employee. If the physician's report concludes that the*
590 *absence is not due to personal illness or injury, or that the illness is not*
591 *sufficiently severe to warrant continued absence, then the Superintendent or*
592 *designee, after notice to the member, may deny continuance of the leave.*

593
594 8.1.2 **Compensation** — Pay for any days of such absence shall be the same as the pay,
595 which would have been received had the member served during the day. Credit
596 for leave of absence need not be accrued prior to taking such leave of absence,
597 and such leave of absence may be taken at any time during the year. However, a
598 member of the bargaining unit who is a new employee of the District shall not be
599 eligible to take more than six (6) days, or the proportionate amount to which they
600 may be entitled under this Section 8.1 of Article VIII, until the first day of the
601 calendar month after completion of six (6) months of active service with the
602 District.

603 A member of the bargaining unit who resigns, or otherwise leaves the
604 employment of the District, who has all paid illness or injury leave and has taken

605 additional unearned leave, shall have the amount of compensation received for
606 illness or injury leave taken, but unearned, deducted by the District from the
607 member's last warrant. A member who is absent from the regular duty day as
608 defined in Article IX, HOURS, shall have deducted from the member's
609 accumulated sick leave the actual amount of time absent. Any member covered by
610 this Agreement working less than full time shall be entitled to sick leave in the
611 same ratio that the employment bears to full-time employment, as defined in the
612 California Education Code Section 45191, or its successor.

613
614 8.1.3 Notification — Whenever possible, a member must contact his/her immediate
615 supervisor or designee as soon as the need to be absent is known, but in no event
616 less than sixty (60) minutes prior to the start of the workday, to permit the
617 employer time to secure a substitute for service. Night custodians shall notify the
618 substitute caller of their intended absence two hours before report time on the day
619 they will be absent. Failure to provide adequate notice may be grounds for denial
620 of leave with pay. The notification described herein shall include an estimate of
621 the expected duration of the absence, A member becoming aware of the need for
622 absence due to surgery or other predictable or priorly scheduled cause shall
623 submit a statement from their attending physician as far in advance of the initial
624 disability date as possible. The physician's statement shall include the beginning
625 date of disability, the cause of the disability, and the anticipated date of the
626 member's return to active service.

627
628 8.1.4 Return to Service — Immediately upon return to active service, the member shall
629 complete and submit the District Absence and Leave Affidavit to the member's
630 supervisor. For absence of more than three (3) days, a member may be required to
631 present a doctor's certificate verifying the personal illness or injury and/or an
632 authorization to return to work. If requested by the District, a member shall not
633 return to work until the member submits a medical doctor's authorization to return
634 to work. Delay of the employee's return to work because of a District-required
635 medical examination shall not be deducted from the employee's sick leave
636 account, nor shall the employee lose any pay.
637 A member who has experienced a disability absence requiring surgery,
638 hospitalization, or extended medical treatment shall be required, prior to return to
639 active service, to submit a medical statement on the District form indicating
640 his/her ability to return to his/her present position without restrictions or detriment
641 to the member's physical and/or emotional well-being. The District management
642 may require that such verification be made by a physician appointed and paid for
643 by the District. If the member indicated that he/she will be absent for more than
644 one (1) day, that member shall not be permitted to return to service and shall be
645 charged with one (1) additional day of illness or injury leave, if the member fails
646 to notify the District of the intent to return to service prior to the close of the
647 preceding duty day and by such notification failure, a substitute is secured.

648

649 8.1.5 Accumulation of Leave — If a member does not take the full amount of illness or
650 injury leave allowed in any school year under this Article, the amount not taken
651 shall be accumulated from year to year.
652

653 8.2 Extended Illness and Injury Benefits — When a member of the bargaining unit is absent
654 from his/her duties because of illness or injury for a period of five (5) calendar months or
655 less, whether or not the absence arises out of or in the course of employment of the
656 member, the amount deducted from the salary due the member for any month in which
657 the absence occurs shall not exceed the sum which is actually paid a substitute to fill the
658 member's position during the member's absence. Entitlement to such leave provisions
659 under this Section, if any, shall be used after entitlement to all regular sick leave,
660 vacation, or other available paid leave has been exhausted. This leave shall not be
661 accumulated from year to year, and when any leave will overlap a fiscal year, the
662 member shall be entitled to only that amount remaining at the end of the fiscal year in
663 which the illness or injury occurred.
664

665 8.3 Pregnancy Leave:
666 8.3.1 Members are entitled to use sick leave, as set forth in Sections 8.1 and
667 8.2 of Article VIII of this Agreement, for that period of time verified by the attending
668 physician that the member is unable to continue to perform assigned duties because of
669 temporary disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and
670 recovery therefrom on the same terms and conditions governing leaves of absence from
671 other illness or medical disability. Such leave shall not be used for child care, child
672 rearing or preparation for child bearing, but shall be limited to those temporary
673 disabilities as set forth above. Any member of the bargaining unit who is pregnant shall
674 submit a written statement to Personnel Services no later than three (3) months before the
675 expected date of delivery, together with a written statement from the attending physician.
676 The physician's statement and member's statement shall be on the forms prescribed by the
677 District. Sick leave benefits in connection with the pregnancy shall terminate when the
678 member's physician verifies that the member is physically able to return to work.
679

680 8.4 Industrial Accident or Illness Leave:
681 8.4.1 Classified personnel shall be granted industrial accident leave or illness leave in
682 accordance with the following regulations:
683 8.4.1.1 Allowable leave shall be for not more than seventy-five (75)
684 working days in any one fiscal year for the same accident.
685 8.4.1.2 Allowable leave shall not be accumulative from year to
686 year.
687 8.4.1.3 Industrial accident or illness leave will commence on the
688 first day of absence.
689 8.4.1.4 Payment of wages lost on any day shall not, when added to
690 an award granted the employee under the Worker's Compensation
691 laws of this State, exceed the normal wage for the day.
692 8.4.1.5 Industrial accident leave will be reduced by one (1) day for
693 each day of authorized absence, regardless of a compensation and
694 award made under Worker's Compensation.

- 695 8.4.1.6 When an industrial accident or illness occurs at the time
696 when the full seventy-five (75) days will overlap into the next
697 fiscal year, the employee shall be entitled to only that amount
698 remaining at the end of the fiscal year in which the injury or illness
699 occurred for the same illness or injury.
700
- 701 8.4.2 The industrial accident or illness leave of absence is to be used prior to any other
702 leave of absence, whether paid or unpaid, authorized by this Agreement. When
703 entitlement to industrial accident or illness leaves has been exhausted, entitlement
704 to other sick leave may then be used; but if an employee is receiving Worker's
705 Compensation, he or she shall be obligated to use only so much of his or her
706 accumulated or available sick leave, accumulated time, vacation, or other
707 available leave which, when added to the Worker's Compensation award, provide
708 for a full day's wage or salary.
709
- 710 8.4.3 Periods of leave of absence, paid or unpaid, shall not be considered a break in
711 service of the employee.
712
- 713 8.4.4 During all paid leaves of absence, whether industrial accident leave as provided in
714 this Section, sick leave, vacation, compensated time off or other available leave
715 provided by law or the action of a Governing Board, the employee shall endorse
716 to the District wage loss benefit checks received under Worker's Compensation
717 laws of this State. The District, in turn, shall issue the employee appropriate
718 warrants for payment of wages or salary and shall deduct normal retirement and
719 other authorized contributions. Reduction of entitlement to leave shall be made
720 only in accordance with this Section.
721
- 722 8.4.5 When all available leave of absence, paid or unpaid, has been exhausted and if the
723 employee is not medically able to assume the duties of the position, he/she shall,
724 if not placed in another position, be placed on a re-employment list for a period of
725 thirty-nine (39) months; he/she shall be employed in a vacant position in the class
726 of the previous assignment over all other available candidates except for a re-
727 employment list established because of lack of work or lack of funds, in which
728 case he or she shall be listed in accordance with appropriate seniority regulations.
729
- 730 8.4.6 This Section shall only apply to Classified employees who have obtained
731 permanency in the District.
732
- 733 8.4.7 Any employee receiving benefits as a result of this Section shall, during periods
734 of injury or illness, remain within the State of California unless the Governing
735 Board authorizes travel outside the State.
736
- 737 8.4.8 An employee who has been placed on a re-employment list, as provided herein,
738 who has been medically released for return to duty and who fails to accept an
739 appropriate assignment may be dismissed.

740 8.4.9 Unless previously notified by the employee of the desire to be treated by their
741 personal physician, the District reserves the right to secure proof of industrial
742 accident or illness of any member of the bargaining unit by the District's
743 physician and/or hospital. Before salary payments shall be made to a member
744 absent because of industrial accident or illness, a report of such accident or illness
745 must be on file, on the form prescribed by the District, in the Office of the
746 Superintendent. The District has the right to designate physicians and emergency
747 clinics who will be responsible for determining the length of time during which
748 the member will be temporarily unable to perform assigned duties, for
749 determining the degree to which a disability is attributable to the industrial injury
750 or illness involved, and for providing the treatment as required. However, after
751 thirty (30) days from the first date of injury or illness, the member may utilize the
752 services of his/ her own physician upon notification to the District.
753

754 8.5 Bereavement Leave:

755 8.5.1 A member of the bargaining unit shall be entitled to a leave of absence, not to
756 exceed four (4) days, or six (6) days leave of absence if 400 miles travel is
757 needed, because of the death of any member of his/her immediate family. No
758 deduction shall be made from the salary of such member, nor shall such leave be
759 deducted from leave granted by other provisions of this Agreement. A member of
760 the bargaining unit shall be required to contact his/her immediate supervisor prior
761 to the start of his/her regular work shift to request a leave of absence due to the
762 death of a member of his/her immediate family. Failure to do so may result in
763 ineligibility for paid leave and may be considered to be an unauthorized leave. An
764 immediate family member shall be limited to mother, father, grandmother,
765 grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, brother, sister
766 aunt, uncle, niece nephew of the employee or of the spouse of the employee, and
767 the spouse and any person living in the home. Also included is the parent of the
768 employee's child or any exceptions granted by the Superintendent. An employee
769 may also be granted a leave of absence without loss of pay, up to one (1) working
770 day depending on the time and location of service to attend the funeral services of
771 a relative or friend, with prior approval of the supervisor or Superintendent or
772 designee. More than one (1) request of this type in any single school year requires
773 prior approval of the Superintendent or designee.
774

775 8.6 Judicial Leave:

776 8.6.1 Unit members will be provided judicial leave for regularly called jury duty and to
777 appear as a subpoenaed witness in court, other than as litigant, for reasons not
778 brought about through the connivance or misconduct of the unit member. The unit
779 member shall present the official court summons to jury service or the official
780 court summons to serve as a witness to the unit member's immediate supervisor
781 within one (1) working day of receipt. Time served by a unit member or judicial
782 leave without proper notification to the appropriate supervisor will be considered
783 an unauthorized absence and shall result in loss of compensation to the unit
784 member.

- 785 8.6.2 Unit members shall receive full compensation while on judicial leave, provided
786 that any jury service fee and witness fee is returned to the District, excluding
787 reimbursement for transportation expenses. A statement from the clerk verifying
788 fees or compensation paid may be required. Any unit member ordered to court as
789 a defendant shall have salary deductions made only if judged guilty of a
790 misdemeanor or felony.
- 791 8.6.3 Any unit member receiving leave under this Article shall return to their regular
792 work location if there are four (4) or more hours left in their regular work shift at
793 the time of release by the court.
- 794 8.6.4 The term "subpoena" shall be construed to include any actual court order to
795 appear in court or to appear before any other judicial, administrative, or legislative
796 body empowered with the authority to issue a subpoena for purposes of: cases in
797 court, administrative hearing, physical examination, witnesses, and jury duty. The
798 member shall not volunteer for additional jury duty beyond the normal legal
799 requirement, and the leave of absence provided for in this Section 8.6 shall not be
800 available for such jury service. The pay for any days of jury duty shall be the
801 same as the pay which would have been received had the member been on duty in
802 the District during the day, provided that the member transmits to the District
803 Business Office any juror's fees received, exclusive of mileage. Otherwise, the
804 member will receive pay in the amount of the difference between the member's
805 regular earnings and any amount received for jury service.

806
807 8.7 Personal Necessity Leave:

- 808 8.7.1 Leave, which is credited under Section 8.1 of this Article, may be used at the
809 member's election for purposes of personal necessity, provided that the use of
810 such personal necessity leave does not exceed six (6) days in any school year.
- 811 8.7.2 Personal necessity means any business or civic endeavor or activity, which cannot
812 be conducted before or after the work day. An employee shall not be required to
813 secure advance permission to use Personal Necessity Leave.
- 814 8.7.2.1 Personal Necessity means:
- 815 8.7.2.1.1 A business or civic endeavor or activity which cannot be
816 conducted before or after the work day.
- 817 8.7.2.1.2 Death or serious illness of a member of his/her immediate family.
- 818 8.7.2.1.3 Accident involving his person or property, or of his/her immediate
819 family.
- 820 8.7.2.1.4 Observance of a traditional religious holiday, provided that notice
821 is given to the District at least five (5) working days prior to the
822 date of the holiday.
- 823 8.7.2.1.5 Appearance in any court or before any administrative tribunal as a
824 litigant, party, or witness under subpoena or any order made with
825 jurisdiction for reasons not brought about through the connivance
826 or misconduct of the unit members. Should the circumstances
827 outlined in paragraph 8.7.2.1.5 arise, the member will make every
828 effort to comply with District procedures to enable the District to
829 secure a substitute.
- 830

831 8.8. Personal Leave:

832 8.8.1 Members of the bargaining unit may be granted personal leave without pay at the
833 sole discretion of the Superintendent or designee, not to exceed five (5) days
834 during any one school year. All such leave must have prior approval by the
835 Superintendent or designee; otherwise, the leave shall be considered as
836 unauthorized.

837 Where personal leave exceeds five (5) days, a written request shall be presented to
838 the Board of Trustees for consideration.

839 Gainful employment during the leave shall void the leave. Personal leave shall not
840 be granted for purposes of work stoppage, work slow down or strike; any
841 concerted activity that interferes with the efficient operation of the District,
842 personal convenience or routine, personal activities or vacation, holiday,
843 recreation, or social activities, except in cases where there are extenuating
844 circumstances as determined solely by the Superintendent or designee. Under all
845 circumstances, a member shall verify in writing that personal responsibility for
846 which the leave is requested cannot reasonably be fulfilled during hours when the
847 member is not assigned to work. Issues arising out of the exercise by the District
848 of these responsibilities under Section 8.9 of this ARTICLE VIII, including the
849 facts underlying the exercise of such discretion, shall not be subject to the
850 Grievance Procedure as set forth in ARTICLE VI herein.

851
852 8.9 Other Leave Without Pay

853 8.9.1 Members of the bargaining unit who have attained permanent status may request
854 an unpaid, personal leave without pay for periods in excess of five (5) days. The
855 request shall be made in writing on the form prescribed by the District. The leave
856 must be processed through the member's immediate supervisor and approved by
857 the Superintendent or designee before it is presented to the Board for approval.
858 The request shall specify the time of the leave and the reason for the request. If
859 the needs of the District can be met, leave not to exceed one (1) year may be
860 granted without pay for:

- 861 • Leave to serve in the Armed Forces in fulfillment of obligations incurred
- 862 under Federal or State law (except where leave with pay is mandated by Federal
- 863 or State law).
- 864 • Leave for academic study.
- 865 • Leave for serving in Peace Corps, job corps, teachers corps, foreign military
- 866 teaching programs, or Federally sponsored civil service.
- 867 • Leave for child rearing and/or preparation for child bearing.
- 868 • Leave to run for or serve in an elective office.
- 869 • Leave to serve as an officer in the Association or its affiliates.

870 Request for leave without pay not listed herein may be approved if the
871 Superintendent is satisfied that the needs of the District can be met.

872 These leave requests must then be processed through the steps as outlined in the
873 first paragraph of this Section.

874 A member on leave without pay may participate in the employee group benefits
875 provided the member pays to the District the full cost on a monthly basis in
876 advance of the month due.

877 A member on leave without pay may remain an active participant in the Public
878 Employees' Retirement System by contributing thereto the amount necessary to
879 continue as a member on leave as provided by the provisions of the retirement
880 system of which the employee is a member.
881 A member of the bargaining unit may request to return to service prior to the last
882 date of the leave as approved by the District by so notifying their immediate
883 supervisor in writing at least five (5) working days in advance of the date the
884 member desires to return.
885 If the leave was granted for personal, health reasons, the member shall submit
886 prior to return to active service a medical statement on the district form indicating
887 an ability to return to his/her position without restrictions or detriment to the
888 member's physical and/ or emotional well-being. *Deductions for unpaid leave*
889 *shall be made using the following formula: Monthly Base Pay x FTE divided by*
890 *21.67.*
891 *If the leave was granted for the employee or family members (as defined by the*
892 *FMLA) health reasons, the employee may apply for up to three (3) months of*
893 *health coverage. During this time, the District will continue to make the*
894 *District's health benefit contribution and the employee will make his/her health*
895 *benefits contribution based on the employee's FTE (Full Time Equivalent).*
896 A member on personal leave without pay for more than fifty percent (50%) of
897 his/her annual days of required duty shall not advance a step on the Salary
898 Schedule as provided in ARTICLE XI during the year of service toward a salary
899 or vacation accrual longevity increment.
900 Issues arising out of the exercise by the District of these responsibilities under
901 Section 8.9 of this ARTICLE VIII, including the facts underlying the exercise of
902 such discretion, shall not be subject to the Grievance Procedure as set forth in
903 ARTICLE VI herein.

904
905 8.10 Special Leave

906 8.10.1 Employees in the bargaining unit working four (4) hours or more daily shall be
907 entitled to three (3) days non-cumulative Special Leave during each full school
908 year, provided that the dates of such leave are approved in advance by the
909 supervisor.

910 Pay for days taken off on a special leave by Classified personnel will be
911 reduced by fifty percent (50%) of the employee's daily rate, whether or not a
912 substitute is employed.

913
914 8.11 Re-Training and Study Leave

915 8.11.1 The District may grant a leave of absence to a member of the bargaining unit for
916 study or re-training, at its sole discretion. Study or re-training leaves of absence
917 may be taken in separate six (6)-month periods or in any other periods designated
918 by the District for a maximum cumulative leave of one (1) year, provided that the
919 total leave of one (1) year shall be commenced and completed within a three (3)-
920 year period. To be eligible for a study or re-training leave, the member must have
921 seven (7) consecutive years of full-time, paid service in the District. To be eligible

922 for a study or re-training leave, the member must agree to render at least two (2)
923 years of service in the employment of the District after returning from the leave.

924 • A member who has received a study or re-training leave shall not be
925 considered to be eligible for further leaves under this Section.

926 • To apply for a study or re-training leave, the member must submit a total
927 study or re-training plan, including name of education or training institutions,
928 proof of acceptance into the program, a detailed description of the skills,
929 knowledge, and abilities the member will gain during the leave, a statement of
930 the direct use of the skills, knowledge, and abilities in the future service to the
931 District, a suggested leave timeline, and the number of hours required attendance
932 in the program. The application must be submitted to the Superintendent or
933 designee not later than three (3) months prior to the proposed beginning date of
934 the leave. Members granted a study or re-training leave shall-be required to
935 perform such services during the leave as the District and the member agree to in
936 writing. A member on a District-approved study or re-training leave shall receive
937 the difference between the salary of the member on leave and the salary of a
938 substitute in the position previously held by the member on leave. If a substitute
939 is not utilized, the member on leave shall receive one-half of the member's
940 regular rate of pay. Any compensation granted by the District to a member on
941 leave shall be paid in two equal annual installments during the first two years of
942 service rendered in the employment of the District following completion of the
943 leave. However, if the member furnishes a suitable bond indemnifying the
944 District against loss in the event that the member fails to render at least two (2)
945 years' service following the completion of the study and re-training leave, the
946 compensation approved by the District will be paid the member on leave in the
947 same manner as if the member were in working status.

948 • A member on a study or re-training leave shall not earn, nor be entitled to
949 use, sick leave, vacation, holiday, or any other form of paid leave. A member on
950 a study or re-training leave shall not earn seniority while on leave and shall not
951 be eligible to receive fringe benefits provided in ARTICLE XIII of this
952 Agreement.

953 • The District may terminate a study or re-training leave member and
954 recover any or all compensation granted to the leave member if the member fails
955 to comply with the provisions of this Agreement related to such leaves or any
956 reasonable requests made by the District. Issues arising out of the exercise by the
957 District and administration of its responsibilities under Section 8.11 of this
958 ARTICLE VIII, including the facts underlying its exercise of such discretion,
959 shall not be subject to the Grievance Procedures as set forth in ARTICLE VI.

960 •

961 8.12 General Provisions for Leaves of Absence

962 8.12.1 Application for leave of absence or an extension or renewal thereof must be
963 made in writing to the Superintendent stating the purpose of the leave, the
964 period of the leave and, if required by the Superintendent, must be accompanied
965 by certain specified supporting statements concerning the need or desirability of
966 said leave.

- 967 8.12.2 A leave of absence shall be used essentially and primarily for the purposes
968 stated by the employee in the application which was approved by the
969 Superintendent and for which the leave was granted by the Board.
- 970 8.12.3 Any substantial alteration of approved plans or purposes of the leave by the
971 employee without the approval of the Board may be considered cause for
972 dismissal of the employee.
- 973 8.12.4 Unless otherwise provided herein, leaves of absence shall be for a maximum of
974 one (1) school year.
- 975 8.12.5 All provisions relating to a request for a leave shall also apply to a request for an
976 extension or renewal of the leave.
- 977 8.12.6 The Superintendent may grant leave without pay for a period not to exceed five
978 (5) school days. Leaves of absence for a period of more than five (5) school
979 days may only be authorized by the Board.
- 980 8.12.7 Failure on the part of any Classified employee to secure a grant for a leave of
981 absence before being absent from assigned duties may be considered as a
982 resignation of that employee from the School District.
- 983 8.12.8 Unpaid leaves of absence granted to a probationary employee shall not count as
984 time of service toward permanent status.
- 985 8.12.9 If art employee on unpaid leave of absence desires to be reassigned to duty
986 following the termination of a leave, application for reinstatement must be in
987 writing to the Superintendent at least forty-five (45) days prior to the
988 termination of the leave.
- 989 8.12.10 The Superintendent may make an exception to the requirement of Section 8.12.9
990 upon written request of the employee. If the Superintendent is not notified of
991 intention of return to duty at least forty-five (45) days prior to termination of an
992 unpaid leave, the position shall be considered vacant.
- 993 8.12.11 Employees desiring to return to work following a non-paid leave of absence of
994 less than one hundred ninety-five (195) working days shall be reassigned to a
995 position in their original classification as soon as reasonable after the proper
996 application has been received by the Superintendent. Employees desiring to
997 return to work following a non-paid leave of absence of more than one hundred
998 ninety-five (195) working days shall be given the first available position within
999 their respective classification.
- 1000 8.12.12 An effort should be made to return the employee to the assignment held prior to
1001 the leave, but each employee requesting leave shall agree to accept a different
1002 assignment upon return if the needs of the District so require.
- 1003 8.12.13 The District and members of the Board are freed of any liability for payment of
1004 compensation or damages provided by law for death or injury of a Classified
1005 employee if the death or injury occurs while the employee is on an unpaid leave
1006 of absence granted by the Board.
- 1007
- 1008 8.13 Family Care and Medical Leave
- 1009 The district will comply with the federal Family and Medical Leave Act of 1993, the
1010 California Family Rights Act, and state and federal regulations implementing such laws.
- 1011

ARTICLE IX HOURS, HOLIDAYS, VACATION

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- 9.1 For the purpose of this Article, the work week shall mean no more than forty (40) hours, Monday through Friday.
 - Current employees shall not have their week changed from Monday through Friday, but the District may create a work week of other than Monday through Friday and less than forty (40) hours for vacant or newly created positions.
 - 9.1.1 The hours of work for full-time bargaining unit employees shall be eight (8) hours per day. The hours of work for part-time bargaining unit employees shall be determined by the District.
 - 9.1.2 Overtime shall be authorized and approved by the immediate Supervisor. Such authorization/approval requirements shall not be construed so as to deny overtime entitlement under the Fair Labor Standards Act.
 - 9.1.3 Authorized overtime shall be paid at the following rates: Time and one-half for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. Time and one-half for all hours worked on the sixth (6th) day and double time for all hours worked on the seventh (7th) day, regardless of total hours worked during the week involved.
 - 9.1.4 At the option of the employee, authorized overtime shall be paid compensation or compensatory time off at the appropriate rate of pay.
 - 9.1.5 When a Classified employee is required to work on any holiday listed in Section 9.2 of this Article, s/he shall be paid compensation, or given compensating time off, for such work in addition to the regular pay received for the holiday, at the rate of time and one-half his/her regular rate of pay.
 - 9.1.6 The designation, authorization, and allocation of any overtime shall rest solely with the District management. The District shall make every effort to assign overtime on a rotating basis to individuals most familiar with the work involved.
 - 9.1.7 Emergency Service Call: When a full-time bargaining unit employee is called in by authorized personnel beyond his/her regular working day to provide an emergency service to the District, s/he shall be guaranteed a minimum of two (2) hours of compensation at appropriate rate of pay. An employee who is assigned to vandalism standby duty during a weekend or holiday period shall receive a minimum compensation of two (2) hours for each day of standby duty. If called to duty, the minimum compensation shall be part of the total compensation paid for that weekend or holiday work.
 - 9.1.8 Lunch Period: All unit members who have been on duty for five (5) hours shall be entitled to an unpaid, duty-free lunch period of no less than thirty (30) minutes nor more than sixty (60) minutes per day. The time shall be adjusted to meet specific needs and shall be determined by the employee's immediate supervisory.
 - 9.1.9 Rest Period: All bargaining unit employees who work eight (8) hours per day shall be allowed two (2) fifteen (15) minute rest periods per day. Bargaining unit employees who work from four (4) hours to eight (8) hours shall be allowed rest periods on a pro-rated basis. The specific time of rest periods shall be determined by the employee's immediate supervisor. When an Instructional Aide works recess duty, it is not to be considered a rest period.

- 1057 9.1.10 Work Year: The work year of all bargaining unit employees shall be as follows:
1058 1) The work year of all bargaining unit employees who work twelve (12)
1059 months is *two hundred forty-five (245) days plus* vacation and holidays.
1060 2) The work year of all bargaining unit employees who work *eleven (11)*
1061 months is *two hundred twenty-three (223) days plus* vacation and
1062 holidays.
1063 3) The work year of all bargaining unit employees who work less than ten
1064 (10) months is one hundred eighty-two (182) days plus vacation and
1065 holidays.
- 1066 9.1.11 Hours of Work: During school recess periods, maintenance, grounds and
1067 custodial personnel may work 7:00 a.m. to 3:30 p.m.
- 1068 9.1.12 Increase in Hours: When additional hours need to be assigned to a part-time
1069 position(s), the incumbent(s) in the position(s) shall be offered the additional
1070 time. If the incumbent(s) declines the additional time, the additional time will be
1071 offered to other unit members in the same class at the work site based on hire-
1072 date seniority. The increase of time may be offered on a District-wide basis, if
1073 not filled by the incumbent(s) or at the work site. Upon acceptance of an
1074 increase in hours under this Section, the District shall notify the unit member, in
1075 writing, of the increase in time and additional entitlements to sick leave,
1076 vacation and fringe benefits.
- 1077 9.1.12.1 When the additional hours are funded by restricted and/or categorical
1078 funds of finite duration, the notice provided for in Section 9.1.12
1079 above shall also include the duration, including ending date, of the
1080 additional hours. Such hours shall terminate automatically on the
1081 date specified. This notice shall be deemed to have met all of the
1082 notice requirements of Article XVIII of this Agreement.
- 1083 9.1.12.2 Traffic Supervision hours shall initially be offered to unit members
1084 pursuant to this section (9.12 and 9.12.1) at the work-site, after
1085 which the hours may be offered to non-unit personnel.
- 1086 9.1.13 *A classified employee who works a minimum of 30 minutes per day in excess of*
1087 *his part-time assignment for a period of 20 consecutive working days or more,*
1088 *shall have his basic assignment changed to reflect the longer hours in order to*
1089 *acquire fringe benefits on a properly prorated basis as specified in Section*
1090 *45136. If a part-time employee's average paid time, excluding overtime for*
1091 *which the employee receives compensation at a rate at least equal to time and*
1092 *one-half, exceeds his average assigned time by 50 minutes or more per working*
1093 *day in any quarter, the hours paid per day for compensable leaves of absence*
1094 *and holidays in the succeeding quarter shall be equivalent to the average hours*
1095 *paid per working day in the preceding quarter, excluding overtime. Except*
1096 *where vacation entitlement is accrued on the basis of actual hours of paid*
1097 *regular service, vacation entitlement shall be based on the average number of*
1098 *hours worked per working day during the portion of the school year in which*
1099 *the employee is assigned to duty. It is the intent of the Legislature, in enacting*
1100 *this section, to insure that part-time employees are accorded fringe benefits on*
1101 *an appropriate prorated basis with full recognition given to the number of*
1102 *hours worked by the part-time employee rather than on the basis of time fixed to*

1103 *the position when the fixed time is not reasonably correlated with the actual*
1104 *time worked. This section is to be liberally construed in order that the*
1105 *provisions of Section 45136 may not be circumvented by requiring employees to*
1106 *work in excess of the regularly fixed hours for a position on an overtime basis*
1107 *but for which premium pay is not provided nor appropriate adjustment is not*
1108 *made in fringe benefit entitlement.*
1109

1110 9.2 Holidays

1111 The following days shall be established as paid holidays for bargaining unit employees.
1112 Specific placement of the holidays shall be pursuant to the yearly agreed-upon calendar.
1113

1114 **HOLIDAYS** Sixteen (16) paid holidays for twelve (12) month employees; fifteen (15)
1115 days for ten (10) month employees.
1116

1117	Independence Day --	July 4
1118	Labor Day --	First Monday in September
1119	Admission Day --	September 10 (Part of Christmas Holiday)
1120	Veteran's Day --	November 11 (or day in November
1121		Governing board designates)
1122	Thanksgiving Day --	Fourth Thursday and Friday in November
1123	Christmas Day --	December 24, 25
1124	New Year's Eve Day --	December 31
1125	New Year's Day --	January 1
1126	Martin Luther King Day --	Third Monday in January
1127	Lincoln's Birthday --	February 12 (or day in February Governing
1128		Board designates)
1129	Washington's Birthday --	Third Monday in February
1130	Good Friday --	Friday before Easter
1131	Cinco de Mayo Day --	May 5 (Part of Christmas Holiday)
1132	Memorial Day --	Last Monday in May
1133		

1134 9.2.1 When any legal or local holiday falls on a Sunday, the following Monday shall
1135 be a holiday in lieu of the day observed. When the holiday falls on a Saturday,
1136 the preceding Friday shall be the holiday.

1137 9.2.2 The holidays falling within a vacation period shall not constitute a vacation day.

1138 9.2.3 Holidays falling outside of the employee's specified work year are not granted
1139 with pay unless the requirements of Education Code Section 45203 are met (the
1140 work status requirement).

1141 9.3 Vacations

1142 Classified employees shall be entitled to paid vacation days according to the following
1143 schedule:
1144

1145 Twelve (12) Month Employees:

1146	1 year	13 days
1147	2 - 9 years	16 days
1148	10 - 14 years	17 days

1149 15 - 20 years 18 days
 1150 20 years or more 21 days

1151
 1152 Eleven (11) Month Employees:
 1153 1 year 12 days
 1154 2 - 9 years 15 days
 1155 10 - 14 years 16 days
 1156 15 - 20 years 17 days
 1157 20 years or more 20 days

1158
 1159 Ten (10) Month Employees and School Year Employees:
 1160 1 year 11 days
 1161 2 - 9 years 14 days
 1162 10 - 14 years 15 days
 1163 15 - 20 years 16 days
 1164 20 years or more 19 days

1165
 1166 9.3.1 *Employees shall take as much vacation time as possible during non-instructional*
 1167 *days and school holidays.*

1168 9.3.2 July 1 shall be used as the anniversary date for the purpose of determining the
 1169 number of days of vacation. The number of days of vacation the first year of
 1170 employment shall be determined by the number of months of employment prior
 1171 to July 1 of that year.

1172 9.3.3 Vacation time earned in one fiscal year must be used or paid for prior to April
 1173 30 of the next fiscal year, unless an exception is specifically approved by the
 1174 Superintendent. The District shall not pay for vacation time except for those
 1175 employees who earn more vacation time than they are able to take on non-
 1176 instructional days during the regular school year; for such employees, the
 1177 District's maximum payoff for unused vacation shall be six (6) days per year.

1178 9.3.4 The specific vacation time should be scheduled according to District needs and
 1179 the individual's wishes. However, the vacation date must be approved by the
 1180 employee's immediate supervisor. The District may establish certain periods
 1181 within the school year when vacation days may not be taken. Such periods may
 1182 vary for individual members of the bargaining unit or groups of members in the
 1183 best interest of and at the sole discretion of the District. Members of the
 1184 bargaining unit critical to the operation of the school will not normally be
 1185 allowed to utilize vacation days except during periods when school is not in
 1186 session. There may be exceptions to the above scheduling provisions with the
 1187 mutual agreement of both the member and the immediate supervisor. Members
 1188 of the bargaining unit employed less than twelve months shall utilize vacation
 1189 days between the beginning and ending dates of their period of employment.
 1190 When conflict in scheduling vacation days occurs because too many members
 1191 are requesting to be absent at the same time, seniority will be used as a basis for
 1192 approving vacations of those members that can be spared during that time
 1193 period. Probationary members of the bargaining unit must have completed at
 1194 least six (6) months of service before vacation leave may be taken.

- 1195 9.3.5 Employees shall submit a written vacation plan each year as requested by
1196 immediate supervisors. Such plan shall be submitted by May 1 from all
1197 employees, except for ten-month employees, who shall submit such plan in the
1198 month of September as requested by the District. (See Side letter re Vacation
1199 Planning at the end of the Contract.)
- 1200 9.3.6 Earned vacation shall become a vested right upon completion of the first six (6)
1201 months of employment.
- 1202 9.3.7 Employees may be granted vacation during the year even though not earned at
1203 the time the vacation is taken.
- 1204 9.3.8 If an employee is terminated and has been granted vacation which had not yet
1205 been earned at the time of termination of his service, the District shall deduct
1206 from the employee's final salary check the full amount of salary which was paid
1207 for such unearned days of vacation taken.
- 1208 9.3.9 Upon termination, for any reason, the employee shall be entitled to
1209 compensation for all earned and unused vacation, except those employees who
1210 have not completed six (6) months of employment in regular status shall not be
1211 entitled to such compensation.
- 1212 9.4 Summer School Programs
- 1213 9.4.1 *When the District maintains a Summer School Program, notice of available*
1214 *assignments shall be posted on bulletin boards in prominent locations at District*
1215 *job sites for a period of five (5) working days, during which time employees may*
1216 *apply for the assignment.*
- 1217 9.4.2 *Assignments for Summer School shall be made on the basis of both qualifications*
1218 *and seniority for employment in each classification of service which is required.*
- 1219 9.4.3 *No classified employee employed during the school year shall be required to*
1220 *accept Summer School employment.*
- 1221

ARTICLE X – PROMOTION

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- 10.1 Promotion on the salary schedule shall be deemed to mean reassignment to a position, which is on a higher classification of the schedule. An individual, when promoted from one classification to another, shall be placed pursuant to (a) or (b) below, whichever generates the higher salary.
 - (a) The individual shall receive up to two (2) years credit for service rendered in the District for purposes of placement on the higher range; Or
 - (b) Placement on the new range at the step, which is next higher, in amount of salary, over the amount being received in the lower classification. There shall be no recruiting for employees outside of the District until it has been determined that there are no qualified applicants in the employment of the District to fill the new or vacant position within the bargaining unit.
- 10.2 Posting of Notice
Notice of all job vacancies shall be posted on bulletin boards in prominent locations at each District job site. The job vacancy notice shall remain posted for a period of five (5) full working days, during which time employees may file for the vacancy.
- 10.3 Notice Contents
The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, regular assigned work shift times, days per week and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.
- 10.4 Filing
Any employee in the bargaining unit may file for the vacancy by submitting written notice to the Personnel Office within the filing period. Any employee on vacation or on unpaid status during recess periods may authorize CSEA to file on the employee's behalf.
- 10.5 Certification of Applicants
Within fifteen (15) working days following completion of the filing period, the Personnel Office shall notify in writing each applicant as to whether he/she has met the minimum qualifications.
- 10.6 Promotional Order
Any employee in the bargaining unit who files for the vacancy during the posting period and is qualified shall be promoted into the vacant position. If two (2) or more employees who file have the same qualifications, the employee with the greatest bargaining unit seniority shall be the one promoted. In the event that two (2) or more employees have identical seniority, the employee to fill the position shall be selected by the District.

ARTICLE XI – TRANSFER

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- 1261 11.1 A transfer is a change in work location within the same classification or to another
1262 classification with the same salary range designation. Except in unusual circumstances,
1263 probationary employees will not be eligible for voluntary transfers.
- 1264 11.2 Involuntary Transfer
1265 A unit member may be transferred at his request or for the good of the District from one
1266 position to another with the approval of the Superintendent/designee. CSEA shall be
1267 given at least ten (10) days' notice of the transfer prior to its implementation. Transfers
1268 for the good of the District, as determined by the Superintendent/ designee, shall pertain
1269 to the needs of the District, the filling of a vacancy, or the safety and health of students.
- 1270 11.3 A unit member desiring a transfer shall file a written request with the Personnel Office.
1271 Said request shall remain on file until withdrawn by the employee. When a new position
1272 is created or an existing position becomes vacant, the District shall give preference to
1273 bargaining unit employees serving in the same class in the District who have a transfer
1274 request on file. Approval of requests shall remain discretionary with the District.
- 1275 11.4 No employee shall be transferred temporarily to a work location other than the
1276 employee's normal work site for a period in excess of twenty (20) working days during
1277 the regular school year without the written consent of the employee.
- 1278 11.5 Posting of Notice
1279 Notice of all job vacancies shall be posted on bulletin boards in prominent locations at
1280 each District job site. The job vacancy notice shall remain posted for a period of five (5)
1281 full working days, during which time employees may file for the vacancy.
- 1282 11.6 Notice Contents
1283 The job vacancy notice shall include: the job title, a brief description of the position and
1284 duties, the minimum qualifications required for the position, the assigned job site, the
1285 number of hours per day, regular assigned work shift times, days per week and months
1286 per year assigned to the position, the salary range, and the deadline for filing to fill the
1287 vacancy.
- 1288 11.7 A permanent employee with two (2) years of consecutive service in the District, who is
1289 incapable of performing the duties of his/her class because of illness or injury, shall be
1290 given alternate work when the same work in the related class is available. The alternate
1291 work may constitute promotion, demotion or lateral transfer to a related class, but it shall
1292 be constituted only upon concurrence of the employee. Employees with less than two (2)
1293 years consecutive service may request a transfer.
- 1294 11.8 A unit member who requests a transfer to a vacant position and who is qualified for the
1295 vacant position may be transferred. If two (2) or more employees requesting transfer to
1296 the same position have the same qualifications, the employee with the greatest bargaining
1297 unit seniority shall be transferred. In the event that two (2) or more employees have
1298 identical seniority, the employee to be transferred shall be selected by the District.
- 1299 11.9 If the District decides to fill a vacant or newly created position, such position shall be
1300 filled with a regular classified employee within twenty (20) days of creation of the
1301 vacancy. If there are no qualified applicants available, the twenty (20) day period shall be
1302 extended in ten (10) day increments until a qualified applicant is available. If the District
1303 decides not to fill a vacancy, it may not use a substitute, temporary, or short-term
1304 employee in such position.

1305
1306 **ARTICLE XII - EVALUATION PROCEDURE**
1307

1308 12.1 Probationary Employees — Probationary employees shall serve a probation period of six
1309 (6) months. Probationary employees shall be evaluated twice during probation, prior to
1310 the end of the third (3rd) and fifth (5th) months. Prior to the completion of six (6) months
1311 of employment, the employee's supervisor will submit a recommendation to the
1312 Personnel Office to place the employee on permanent status. The employee will be
1313 placed on the next step horizontally of the salary schedule after successful completion of
1314 the probationary period. The Personnel Office will retain a master calendar of hiring
1315 dates of all Classified employees to verify the six (6) month probationary period and will
1316 submit a written notice to the Payroll Office as to salary increment adjustments.

1317 12.2 Permanent Employees — Permanent employees shall be evaluated annually or, by mutual
1318 agreement between the unit member and evaluator, on every other year basis. Evaluations
1319 for permanent employees shall be completed by February 1 of the year in which the
1320 evaluation takes place.

1321
1322 12.3 All Employees — All evaluations shall be written on approved forms. The written
1323 evaluation shall be shared with the unit member in an evaluation conference with the
1324 designated management person (evaluator). *If the evaluation is a notice of unsatisfactory*
1325 *performance the supervisor/evaluator shall inform the employee that upon request,*
1326 *he/she shall have the opportunity to seek CSEA representation.*

1327 Upon completion of the evaluation conference, the designated management
1328 person shall sign the evaluation form. The unit member shall sign the evaluation form.
1329 The unit member's signature only indicates receipt of the evaluation and does not indicate
1330 agreement with the written evaluation. The unit member shall receive a copy of the
1331 evaluation.

1332 The original copy of the evaluation will be placed in the personnel file of the unit
1333 member.

1334 The evaluator shall not base his/her evaluation of an evaluatee on any
1335 information, which was not collected through direct observation. Hearsay statements
1336 shall be excluded from written evaluations.

1337 If an evaluation shows that a unit member's work does not meet District standards
1338 of performance, the designated management person shall include specific written
1339 recommendation(s) for improvement. The designated management person shall assist the
1340 unit member in carrying out these recommendations. Unit members that receive an
1341 unsatisfactory evaluation will be re-evaluated three (3) to four (4) months later. A second
1342 unsatisfactory evaluation may be grounds for dismissal.

1343 The unit member shall be given the opportunity to prepare a written response to
1344 any evaluation and this response shall be attached to the evaluation prior to placement in
1345 the unit member's personnel file.

1346 A copy of the evaluation shall be maintained in the confidential personnel file of
1347 the unit member.

1348 12.4 Personnel Files — The personnel file of each unit member shall be maintained at the
1349 District's central administration office.

1350 All personnel files shall be considered confidential and access shall be limited to
1351 authorized personnel on a professional need-to-know basis. A log shall be maintained in
1352 each personnel file, which shall indicate the persons who have examined the personnel
1353 file and the date such examinations were made.

1354 The unit member may examine and/or obtain copies of any materials from the
1355 unit member's personnel file with the exception of materials which: A) were obtained
1356 prior to the employment of the unit member; B) were prepared by identifiable
1357 examination committee members; or C) were obtained in connection with a promotional
1358 examination.

1359 The unit member shall receive a copy of any materials placed in the unit
1360 member's personnel file. Within ten (10) working days of receipt of materials of a
1361 derogatory nature which are to be placed in a personnel file, the unit member shall have
1362 the right to respond thereto and to have his/her written comments attached to such
1363 materials, A unit member shall be entitled to review and/ or write a response to
1364 derogatory materials during normal working hours and without loss of pay.

1365 Any person who places written materials or drafts written materials for placement
1366 in a unit member's file shall sign and date the materials.

1367 Upon authorization by the unit member, CSEA representatives shall be able to
1368 review the unit member's file.

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ARTICLE XIII - COMPENSATION AND BENEFITS

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13.1 Professional Growth Requirements

- 13.1.1 Increments can be earned to a maximum of six (6) 9-unit increments for a total of fifty-four (54) units.
- 13.1.2 An increment can be awarded for each completed nine (9) units of approved study. One (1) year must elapse before the employee is eligible for the next increment, during which time the employee may complete an additional nine (9) units.
- 13.1.3 Credit will not be given for courses taken while an employee is on paid leave from the District, for courses taken while the employee is on release time (except for 10-month employees who take courses during the summer), or for courses for which the District pays any of the employee's expenses.
Increments may be earned by completing the following or a combination of the following:
 - Nine (9) units of work in Junior College, University, or State College; Nine (9) units of work in adult education; Nine (9) units of work in in-service training program *The District will make an attempt to provide up to 6 hours of training on non-paid staff development days for unit members. Attendance at a conference/workshop which is directly related to the employee's job classification approved in advance by the Superintendent or designee.*
- 13.1.4 Professional Growth increments may be earned by employees who work ten (10) or twelve (12) months each year for a minimum of four (4) hours per day. An employee whose assignment experiences a reduction in hours to less than four (4) hours per day shall not lose the credit increment.
- 13.1.5 Payment shall be made on a lump sum basis on October 10 of each year the employee is eligible for a career increment and will be continuous as long as the employee is employed by the District.
Professional Growth Pay:

<i>9 units</i>	<i>\$180</i>
<i>18 units</i>	<i>\$360</i>
<i>27 units</i>	<i>\$540</i>
<i>36 units</i>	<i>\$720</i>
<i>45 units</i>	<i>\$900</i>
<i>54 units</i>	<i>\$1,080</i>

13.2 Unit Evaluation Requirements

- 13.2.1 Of the initial nine (9) units for a professional growth increment, six (6) units must relate directly to the employee's specific classification or area of employment in the District, or all nine (9) units may be in the area of their classification. After the initial qualification increment is earned, professional growth choices may be taken in the following qualification quantity: Five (5) from employee's specific and four (4) from another classification list; or any combination of general education classes, on an approved list.

- 1415 13.2.2 Credit may be granted only for courses completed after July 1, 1973, or the date
 1416 of beginning employment with the District, whichever is later. A passing grade
 1417 is required for credit to be granted.
- 1418 13.2.3 One (1) unit (or one semester) normally represents one (1) hour per week during
 1419 one (1) semester in lecture or recitation work with necessary preparation time,
 1420 or three (3) hours per week in laboratory or other work not requiring homework
 1421 or other preparation.
- 1422 13.2.4 Credit for classes in adult education and attendance at conference/workshops
 1423 paid by employees will be equated as follows:

Total Hours in Adult Education	Absences Permitted	Professional Growth Units Granted
10 — 15 hours	None	½
16 — 20 hours	1	1
21 — 30 hours	1	1-1/2
31 — 40 hours	2	2
41 — 50 hours	2	21-1/2
51 hours or more	2	3

- 1434 It shall be the responsibility of the employee to furnish proof to the District
 1435 Personnel Office of his/her attendance to the conference/ workshop.
- 1436 13.2.5 No credit will be given when an employee exceeds permitted absences unless
 1437 course work and time is made up and verified by the instructor.
- 1438 13.2.6 It is the responsibility of the Classified employee to apply for Professional
 1439 Growth Credit and verify completion of course work with the District Personnel
 1440 Office upon completion of each course.
- 1441 13.2.7 All professional growth candidates taking courses in adult education must obtain
 1442 a satisfactory grade and follow the attendance schedule as noted in Section
 1443 13.2.4 in order to receive full credit for the course. The Superintendent or
 1444 designee may grant lesser amount of credit in a case that has more than the
 1445 permitted number of absences.
- 1446 13.2.8 Courses taken as Trade Extension Classes for individuals may be taken for
 1447 credit when the course is directly related to the individual's area of employment.
 1448 No credit for classes held during the working day will be credited if the
 1449 employee is being paid for other services at the same time without the prior
 1450 approval of the Superintendent or designee.
- 1451 13.2.9 An official transcript, verified grade card, or instructor's signed statement
 1452 covering work completed must be filed with the District Personnel office no
 1453 later than September 1 each year. If an instructor's signature is offered in lieu of
 1454 a transcript, a transcript must be submitted within thirty (30) calendar days. Any
 1455 dispute involving professional growth shall be submitted to a professional
 1456 growth committee for recommended resolution. The committee shall be
 1457 comprised of three (3) members from SEA (Chapter President plus two) and
 1458 three (3) members from the District (Personnel Officer plus two).

- 1461 13.3 Compensation
- 1462 13.3.1 The salary schedule shall be as set forth in Appendix B, effective July 1, for
- 1463 twelve (12)-month employees, August 1, for eleven (11)-month employees, and
- 1464 the first day of school, for 10-month employees.
- 1465 13.3.1.1 The district proposes an increase of *4% on the 2013-2014 Salary*
- 1466 *Schedule retro to July 1, 2013*. Retroactive pay will be on base
- 1467 salary and will not include compensation earned as overtime or
- 1468 hourly work. The Health and Welfare annual maximum total,
- 1469 pursuant to Appendix C, shall be increased to *\$10,000, effective*
- 1470 *July 1, 2013*.
- 1471 13.3.1.2 A one time only stipend of \$1250 shall be provided to all unit
- 1472 members, prorated by FTE. The stipend shall be paid to all unit
- 1473 members by February 15, 2014.
- 1474 13.3.2 The Classified staff salary schedule shall include all classifications listed in
- 1475 Appendix A.
- 1476 For those positions listed below, an additional full range will be added if the
- 1477 bargaining unit member is proficient in Spanish or other language:
- 1478 Administrative Assistant Administrative Secretary
- 1479 Administrative Secretary SELPA
- 1480 Campus Supervisor
- 1481 Clerk Typist
- 1482 Community Liaison Specialist
- 1483 Community Liaison Specialist II
- 1484 Family Case Manager Health Clerk
- 1485 *Instructional Aides NCLB Bilingual*
- 1486 School Secretary
- 1487 School Secretary Assistant Receptionist Clerk
- 1488 School Community Assistant
- 1489 The intent of this provision is to compensate bargaining unit members who
- 1490 utilize their bilingual skills to communicate regularly with the community
- 1491 during their working hours. The bargaining unit member shall submit a request
- 1492 in writing to the Human Resources Department to be considered for the
- 1493 bilingual range. The bargaining unit member shall demonstrate proficiency as
- 1494 determined by the District. Bargaining unit members employed by the District
- 1495 before July 1, 2013 in the above classifications, shall be deemed proficient.
- 1496 The salary range increase is applicable to the above classifications as referenced
- 1497 in Appendix A.
- 1498 13.3.3 The amounts indicated on the Classified Service Salary Schedule express rates
- 1499 of pay for full-time employees in dollars per calendar month. The equivalent
- 1500 hourly rate of pay is computed by dividing each monthly of pay by the factor
- 1501 173.33 and dropping all figures past the second decimal. The range numbers are
- 1502 indicative of the salary ranges assigned each class. Each range includes the rates
- 1503 of pay to the right of the range number.
- 1504 13.3.4 Each classified employee shall be paid within the Classified Service Salary
- 1505 Schedule according to the range for his/her class and the step for which he/ she
- 1506 qualified.

- 1507 13.3.5 Step One in each range is the minimum rate of pay for the range and is the rate
1508 of pay for probationary employees of a class who have not been granted credit
1509 for experience. It is the normal hiring rate for the class.
- 1510 13.3.6 Step One in each range is the minimum rate of pay for permanent employees
1511 whose class is in that salary range.
- 1512 13.3.7 The salary of Step Two may be paid for service in the fiscal year following
1513 completion of six (6) calendar months of service or the completion of Step One,
1514 and the recommendation of the District Superintendent that the employee has
1515 successfully completed the probationary period and is eligible for advancement
1516 has his/her anniversary date changed to the first of the month the employee is
1517 advanced to Step Two.
- 1518 13.3.8 The salary schedule of the Classified staff shall contain six (6) experience steps.
- 1519 13.3.8.1 Each employee shall be placed in the appropriate classification at the
1520 time of employment.
- 1521 13.3.8.2 The step or allowable experience shall be determined by the
1522 Superintendent or designee at the initial employment.
- 1523 13.3.9 Credit for Experience: In setting the salaries of Classified employees at the time
1524 of initial appointment, credit for experience may be given to the extent of
1525 placing the employee up to Step Six (6) of the salary range for that class upon
1526 recommendation of the Superintendent or designee. The one exception to this
1527 rule shall be for employees returning to the District in a comparable position of
1528 employment held during initial employment. The returning employee may be
1529 granted previous credit within the District for placement on the salary schedule
1530 and may receive one additional year's credit of comparable experience from
1531 outside the District upon recommendation from the Superintendent or designee.
- 1532 13.3.10 Each employee shall advance one step on the salary schedule upon their
1533 anniversary date.
- 1534 13.3.11 An employee hired after November 1, 1977, between the first (1st) and the
1535 fifteenth (15th) of the month, shall have an anniversary date of the first of the
1536 same month. An employee employed between the sixteenth (16th) and thirty-
1537 first (31st) of the month shall have an anniversary date on the first of the next
1538 month. An employee hired prior to November 1, 1977 shall maintain their
1539 anniversary date and have experience increments effective the first of the same
1540 month.
- 1541 13.3.12 Salary adjustments shall be made effective on the first of the month following
1542 approval of the adjustment.
- 1543 13.3.13 Upon promotion, the salary shall be adjusted to the appropriate step upon the
1544 new range, based upon provisions in Article X on Promotion.
- 1545 13.3.14 Upon demotion, the salary of the employee shall be adjusted to the range and
1546 step designated by the Governing Board in the demotion action.
- 1547 13.3.15 Part-time employees whose days of service are independent of the days school is
1548 in session shall be paid a monthly salary that bears the same ratio to the salary of
1549 full-time employees as their hours of service bear to the hours of service of full-
1550 time employees. Part-time employees whose days of service are dependent upon
1551 the days school is in session shall be paid on an hourly basis.

- 1552 13.3.16 Longer Year: Employees shall receive their per diem rate of pay for working
1553 four (4) more days. Twelve (12) month employees shall have this amount
1554 factored into the salary schedule.
- 1555 13.3.17 Out-of-Class Pay: An employee shall not normally be required to perform duties
1556 not a part of his/her classification. An employee assigned to work out of
1557 classification for a period exceeding five (5) working days within a fifteen (15)-
1558 day calendar period shall be compensated for the entire period at a higher rate of
1559 pay.
- 1560 13.3.17.1 In no event shall an employee working out of classification receive
1561 less than five percent (5%) above his/her regular rate of pay.
- 1562 13.3.17.2 If a retroactive salary increase is implemented while an employee is
1563 working out of classification, the minimum five percent (5%)
1564 adjustment shall be based upon the increased regular rate of pay for
1565 the employee's regular position.
- 1566 13.3.17.3 All hours worked out of classification shall, in addition to salary
1567 entitlement pursuant to 13.3.18 above, apply towards accrual of
1568 leave benefits under the terms of this Agreement.
- 1569 13.3.18 Classroom Responsibility: Classified personnel shall not be required to
1570 maintain a class except as provided in this Section. Instructional Aides shall
1571 assist classroom teachers and other Certificated personnel in the performance of
1572 their duties and in the supervision of pupils and in instructional tasks which, in
1573 the judgment of the Certificated personnel to whom the Instructional Aide is
1574 assigned, may be performed by a person not licensed as a classroom teacher. An
1575 Instructional Aide need not perform such duties in the physical presence of the
1576 teacher, but the teacher shall retain his/her responsibility for the instruction and
1577 supervision of the pupils in his/her charge.
- 1578 13.3.19 ADA (Americans with Disabilities Act) Job Descriptions: All approved job
1579 descriptions shall conform to ADA (Americans with Disabilities Act) job
1580 descriptions commencing with the 1997/98 school year.
- 1581 13.4 Benefits
- 1582 13.4.1 The District will contribute a set dollar amount per month to each full-time unit
1583 member for payment of fringe benefit premiums as set forth in Appendix C. The
1584 benefit specifications and carriers will be those set forth in Appendix C.
- 1585 13.4.2 The District shall provide payroll deductions for those bargaining unit members
1586 who wish to provide additional coverage to that provided in Section 13.4.1.
- 1587 13.4.3 Retired members will have the option of participating in group plan(s) by paying
1588 premiums through the Business Office.
- 1589 13.4.4 Retirement Incentive Program: If a member of the Classified bargaining unit
1590 chooses to retire early, the District will contribute to payment of premiums for
1591 all health and welfare benefits for the participating unit member on the same
1592 basis as for regular, full-time unit members until the employee secures
1593 employment elsewhere where insurance is paid or upon death of the employee.
1594 If the District sponsors more than one group hospital and medical component
1595 plan, the employee may choose the plan under which he wishes coverage. To
1596 qualify for this early retirement incentive plan, the following criteria must be
1597 met.

- 1598 The employee:
- 1599 1) Must have reached the age of 50.
- 1600 2) Must be at least on Step F of the Classified Salary Schedule
- 1601 and have fifteen (15) years in the District.
- 1602 3) Must have retired from the Mount Pleasant School District
- 1603 and be a participant in the Public Employee Retirement
- 1604 System.
- 1605 4) Must have been enrolled in the District Group Health and
- 1606 Medical Plan for the year prior to retirement.
- 1607 The premium that the District will pay is based upon a full-time assignment.
- 1608 Employees working less than a full-time assignment will receive the appropriate
- 1609 pro-rated percent of the premium paid by the District. The pro-rated percentage
- 1610 of the premium paid by the District at the time of retirement shall remain
- 1611 constant thereafter until the employee secures employment elsewhere where the
- 1612 insurance is paid or upon the death of the employee. The District shall continue
- 1613 to pay for only the coverage the employee had in the year prior to retirement.
- 1614 13.4.5 Public Employee Retirement System: PERS Buy-Out to read:
- 1615 13.4.5.1 All employees hired between the 1997/98 school year and June 30,
- 1616 2004 school year shall receive the District health and welfare
- 1617 benefits, at the appropriate District contribution level, paid to the
- 1618 employee during the year in which the employee retires, up to the
- 1619 age of 65.
- 1620 13.4.5.2 Eligible employees hired on or after July 1, 2004, will receive
- 1621 District health and welfare benefits, at the appropriate District
- 1622 contribution level, until retirement from the District. Upon
- 1623 retirement of any employee hired on or after July 1, 2004, said
- 1624 employee may elect to continue to participate in the District group
- 1625 benefit plans and programs, if any, at their own cost and expense
- 1626 from the date of their district retirement to the age of 65, subject to
- 1627 the rules, regulations, procedures and policies of the respective
- 1628 insurance plans/companies, including but not limited to open
- 1629 enrollment periods prescribed by such insurance plans/companies.
- 1630 13.4.5.3 Beginning July 1, 1986, and continuing from year to year thereafter,
- 1631 the District agrees each month (except for any month when no salary
- 1632 is earned) to contribute to the Public Employee Retirement System
- 1633 (PERS), in addition to its required contributions, that portion of the
- 1634 PERS contributions paid by each eligible employee.
- 1635 13.4.5.4 In the event an employee is promoted, the District-paid employee
- 1636 contributions to PERS shall be adjusted upward in accordance with
- 1637 the employee's new monthly salary. In the event of an increase in
- 1638 regular assigned hours worked, the District-paid employee
- 1639 contributions shall likewise be adjusted.
- 1640 13.4.5.5 In any month in which an employee does not earn full salary or
- 1641 wages, and the amount owed PERS is less than the District-paid
- 1642 employee contribution as specified above, the amount paid by the

1643 District shall be the full amount owed by the employee for that
 1644 month.
 1645 13.4.5.6 The District will pay PERS contribution for all eligible employees
 1646 equal to seven percent (7%), the current rate for 1986/87.
 1647 13.4.5.7 Bargaining unit members who work less than four (4) hours per day
 1648 who are not eligible for PERS shall receive for the term of this
 1649 Agreement a stipend equivalent to seven percent (7%) of their
 1650 regular salary.
 1651 13.4.5.8 Any increase in the employer's PERS contribution (including
 1652 employer's payment of the employee's contribution) shall be paid for
 1653 out of the total salary increase.
 1654 13.4.6 Unused Sick Leave As an incentive, employees may equate every 10
 1655 unused sick days at retirement date to one day earned vacation (pro-
 1656 rated to FTE). This amount is to be paid after their retirement date.
 1657 This provision does not apply to those employees who plan to use
 1658 their accumulated sick days toward their years of service with PERS.

1659 13.5 Longevity

1660 A non-cumulative longevity increment over and above any increases or benefits already
 1661 scheduled is to be added to the salary of all employees in the same ratio as their hours of
 1662 service bear to the hours of service of a full-time employee.
 1663 Effective July 1, 13, the longevity increments shall be increased ~~seven (7)~~ *four (4)*
 1664 percent.

- 1665 1) After completion of six (6) years of service —
 1666 *13-14* Longevity shall be \$ *333.84* per year.
- 1667 2) After completion of nine (9) years of service —
 1668 *13-14* Longevity shall be \$ *561.60* per year.
- 1669 3) After completion of twelve (12) years of service
 1670 *13-14* Longevity shall be \$ *895.44* per year.
- 1671 4) After completion of fifteen (15) years of service —
 1672 *13-14* Longevity shall be \$ *1262.56* per year.
- 1673 5) After completion of eighteen (18) years of service
 1674 *13-14* Longevity shall be \$ *1596.40* per year.

1675 13.6 Reclassification

1676 13.6.1 The parties agree that changing conditions may warrant reclassification of
 1677 positions and/or classes a part of the bargaining unit. It is also recognized that
 1678 both the employer and the Association have vested interests in such
 1679 reclassifications. The purpose of this Article is to facilitate necessary
 1680 reclassifications and to provide an orderly process for affecting same.

1681 13.6.2 Reclassification means the re-defining of a position to account for changes in
 1682 technology, duties, or work that may alter the nature of the job.

1683 13.6.3 Procedures: When either party seeks to effect a reclassification, the District/
 1684 Association shall submit to the other party the following data:

- 1685 a) The class or position to be reclassified.
- 1686 b) The existing job description and salary placement.
- 1687 c) The proposed job description and salary placement.

- 1688 d) Employees affected by the proposal and the proposed disposition of
1689 same.
1690 e) The basis for the reclassification.
1691 13.6.4 The other party shall have fifteen (15) working days from date of receipt of the
1692 reclassification proposal to respond.
1693 It may:
1694 a) Advise that it approves the proposal.
1695 b) Not respond.
1696 c) Call for a negotiating session.
1697 13.6.5 In the event the Association does not respond to an employer-initiated proposal,
1698 the employer shall be free to implement its proposal. In the event the employer
1699 does not respond to an Association-initiated proposal, the Association shall be
1700 free to exercise its rights under 6.6.
1701 13.6.6 If either party does not agree to the proposal within fifteen (15) working days of
1702 the first negotiating session, no action shall be taken. However, either party shall
1703 have the right to re-initiate the rejected proposal in future negotiations on a
1704 successor collective bargaining agreement.
1705 13.6.7 The parties agree to reopen negotiations over the effects, if any, of a final
1706 judicial determination of the legality of AB 702 and the allocation of PERS
1707 funds.
1708 13.6.8 The parties agree to implement an IRC Section 125 Plan, the terms and
1709 conditions of which shall be subject to the mutual agreement of the parties.
1710 13.6.9 The District will share with the Association the same information relative to
1711 Health and Welfare benefits as provided to the Certificated unit regarding any
1712 changes in levels or carriers which may result. This is not intended to alter the
1713 District's obligation to negotiate matters within the scope of representation.
1714 13.6.10 CSEA and the District shall each select two (2) representatives to discuss and
1715 explore the feasibility of implementing the Classified "Golden Handshake"
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ARTICLE XIV – SAVINGS

- 14.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will be deemed valid and subsisting to the extent permitted by law, but all other provisions will continue in full force and effect. If an Article of this Agreement is held contrary to law, then within sixty (60) days the parties hereto agree to meet and negotiate for the purpose of arriving at a mutually satisfactory replacement for the Article ruled contrary to law.

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ARTICLE XV - SUPPORT OF AGREEMENT

- 15.1 The District and CSEA agree to support this Agreement for its terms and will not appear before the Board of Trustees in order to seek change or improvement in any manner subject to the Meet and Negotiate process except as by mutual agreement of the District and CSEA.

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ARTICLE XVI - EFFECT OF AGREEMENT

16.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practice and procedures and over State laws to the extent permitted by State law.

ARTICLE XVII - COMPLETION OF MEET AND NEGOTIATE

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17.1 During the term of this Agreement, CSEA expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter, whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or CSEA at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn. Nothing herein shall preclude the parties from mutually agreeing to negotiate on any Article or Articles of this Agreement at any time during the term of this Agreement.

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ARTICLE XVIII – LAYOFFS

18.1 Definitions

18.1.1 A layoff is a separation from service with the District *for lack of work or lack of funds* and shall be accomplished under the provisions of this Article.

18.1.2 A reduction in hours may include reductions in unit members' workday or work year. The decision and effects of any reduction shall be negotiable with CSEA, provided that:

18.1.2.1 The parties will agree to a joint declaration of impasse if such negotiations have not resulted in a tentative agreement within forty five (45) calendar days of the first negotiations session. At the first negotiations meeting, the parties will schedule three (3) additional meetings to occur within the forty five (45)-day period.

18.1.2.2 Simultaneously with the declaration of impasse, the District may pass a resolution to reduce hours which is subject to final agreement with CSEA. The District may also send reduction notices to affected employees. Such reductions shall also be subject to ratification by the parties. The reduction may be implemented after the forty five (45)-day days' notice period (if settlement/ratification has occurred), or upon ratification by the parties (if after the 45-day notice period).

18.1.3 Reemployment is the return to paid status of an employee who has been subjected to layoff, or restoration of hours lost due to layoff.

18.2 Seniority.

18.2.1 Whenever a Classified employee is laid off, the order of layoff within the class shall be determined by length of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Re-employment shall be in the reverse order of layoff.

18.2.2 For the purposes of this Section, for service commencing or continuing after July 1, 1971, "length of service" means all hours in paid status, whether during the school year, a holiday, recess, or during any period that a school is in session or closed, but does not include any hours compensated solely on an overtime basis.

18.2.3 For the purposes of computing total number of hours in a paid status for those persons employed prior to July 1, 1971, all employees shall be considered to have worked eight (8) hours per day, five (5) days per week, regardless of actual hours worked up to and including June 30, 1971, and shall be added to actual hours in paid regular status commencing or continuing after July 1, 1971.

18.2.4 Nothing contained in this Section shall preclude the granting of "length of service" credit for the time spent on military leave of absence, unpaid illness leave, or unpaid industrial accident leave.

18.2.5 "Hours in a paid status" shall not be interpreted to mean any service performed prior to entering into probationary or permanent status in the classified service of the District except service in restricted positions.

18.2.6 *If two or more employees subject to layoff have equal seniority, the order of layoff shall be determined by lot.*

1798 18.3 Application of Layoff
1799 *18.3.1* When, as a result of the expiration of a specially funded program, unit positions
1800 must be eliminated at the end of any school year, and unit employees will be subject to
1801 layoff for lack of funds, the employees to be laid off at the end of such a school year shall
1802 be given written notice on or before *April 29* informing them of their layoff effective at
1803 the end of such school year and of their displacement rights, if any, and re-employment
1804 rights. However, if the termination date of any specially funded program is other than
1805 June 30, such notice shall be given not less than *sixty (60)* days prior to the effective date
1806 of their layoff.
1807 *18.3.2* When, as a result of bona fide reduction or elimination of the service being
1808 performed by any department, unit employees shall be subject to layoff for lack of work,
1809 affected employees shall be given notice of layoff not less than *sixty (60)* days prior to the
1810 effective date of layoff, informing them of the effective date of the layoff, their
1811 displacement rights, if any, and reemployment rights.
1812 *18.3.3* Nothing herein provided shall preclude a layoff for lack of funds in the event of
1813 an actual and existing financial liability to pay salaries of unit employees, not layoff for
1814 lack of work resulting from causes not foreseeable or preventable by the Governing
1815 Board, without *providing* the notice required.
1816 18.4 Reemployment Rights
1817 *18.4.1* Unit members laid off because of lack of work or lack of funds are eligible for re-
1818 employment for a period of thirty-nine (39) months *as follows*:
1819 *18.4.1.1* The unit member shall be reemployed in preference to any new
1820 applicants.
1821 *18.4.1.2* The laid off unit member shall have the right to participate in
1822 promotional examinations within the District during the period of thirty-nine (39)
1823 months.
1824 *18.1.3* If the unit member is reemployed in a new position and fails to complete
1825 the probationary period in the new position, he or she shall be returned to the
1826 reemployment list for the remainder of the thirty-nine (39) month period. The
1827 remaining time period shall be calculated as the time remaining in the thirty-nine
1828 (39) month period as of the date of reemployment.
1829 *18.4.2* Unit members who take voluntary demotions or voluntary reductions in assigned
1830 time in lieu of layoff or to remain in their present positions rather than be reclassified or
1831 reassigned, shall be granted the same rights as persons laid off and shall retain eligibility
1832 to be considered for re-employment for an additional period of up to twenty-four (24)
1833 months; provided that the same tests of fitness under which they qualified for
1834 appointments to the class still apply.
1835 *18.4.3* The District shall strive to re-employ a laid off employee to a position with equal
1836 hours to the position held by the employee at the time of layoff.
1837 *18.4.4* Any permanent Classified unit member of the District who voluntarily resigns
1838 from his/her permanent Classified position may be reinstated or re-employed by the
1839 Governing Board of the District within thirty-nine (39) months after his/her last day of
1840 paid service and without further competitive examination to a position in his/her former
1841 classification as a permanent or limited term employee, or as lower class in which the
1842 employee formerly had permanent status.
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1844 18.4.5 If the Governing Board elects to reinstate or re-employ a person as a permanent
1845 employee under the provisions of this Section, it shall disregard the break in service of
1846 the employee and classify him/her as, and restore to him/her all of the rights, benefits and
1847 burdens of a permanent employee in the class to which he/she is reinstated or re-
1848 employed.

1849 185 This procedure, but not the existence of a lack of work or lack of funds, shall be subject
1850 to the grievance process of Article VI, provided that such review shall be advisory only to
1851 the Board of Trustees. Further, if a grievance is filed hereunder claiming a violation of
1852 this procedure, the Association agrees that the District may proceed with the layoff or
1853 recall without starting the procedure subject to subsequent review of the issue by the
1854 arbitrator.

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ARTICLE XIX - CONCERTED ACTIVITIES

- 19.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by CSEA or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity. The District shall not engage in a lockout.
- 19.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by employees who are represented by CSEA, CSEA agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 19.3 It is agreed and understood that any employee violating this Article XIX may be subject to discipline. It is understood that in the event this Article XIX is violated, the District shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement, in District policy, or by Education Code from any employee and/or CSEA.

ARTICLE XX – DISCIPLINE

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20.1 Disciplinary Action

20.1.1 The District's intent regarding disciplinary matters is to utilize progressive steps.

Such progressive steps may include the following:

- 1) Verbal reprimand.
- 2) Written reprimand with a copy to the employees personnel file.

20.1.2 The following actions may be taken for disciplinary reasons by the District against a permanent employee for the causes listed in Section II. CAUSE:

- 1) Dismissal— Dismissal is removal from the employment of the District.
- 2) Suspension— Suspension is temporary removal from the employment of the District for a specified period of time *and without pay*.
- 3) Involuntary Reassignment— Involuntary reassignment is a change of assignment whereby an employee is deprived of an incidence of classification.
- 4) Involuntary Demotion — Involuntary demotion is placement in a lower classification.

20.2 Cause

A permanent employee may have disciplinary action taken against him or her for any of the following causes:

- 1) Neglect of duty
- 2) Inefficiency
- 3) Incompetency
- 4) Violation of rules and regulations of the Board of Trustees and the State Board of Education and violation of the Education Code and other applicable laws
- 5) Insubordination
- 6) Dishonesty
- 7) Drinking which directly or indirectly has an adverse effect on the District
- 8) Consumption of alcoholic beverages on the job or reporting to work under the influence of alcoholic beverages
- 9) Immoral conduct
- 10) Illegal use of narcotics, which directly or indirectly has an adverse effect upon the District
- 11) Conviction of a sex offense as defined in Education Code Section 44010, conviction of narcotics offense in Section 44011, or conviction as a sexual psychopath in Article I, Chapter Part 1.5, Division 6 of the Health and Welfare Code
- 12) Repeated, unexcused tardiness
- 13) Repeated, unexcused failure to report to work as assigned
- 14) Excessive absence, which is detrimental to the District
- 15) Inability to work harmoniously with others to such a degree that District functioning is disrupted
- 16) Failure to maintain such conditions and standards required by the District job description

- 1921 17) Damage to public property
- 1922 18) Disorderly conduct
- 1923 19) Evident unfitness for service
- 1924 20) Failure to maintain licenses or certificates required by law for the job
- 1925 21) Failure to adequately perform bona fide requirements of the position held
- 1926 22) Physical and/or mental inability to perform assigned duties
- 1927 23) Engaging in political activity during assigned hours of work
- 1928 24) Conviction of a felony or any crime involving moral turpitude
- 1929 25) Falsifying relevant information on application forms and other District records
- 1930
- 1931 26) Reckless driving
- 1932 27) Unauthorized leave of absence
- 1933

1934 20.3 Dismissal Procedure

1935 20.3.1 An employee who is to have disciplinary action taken against him/her shall be
 1936 informed in writing of the following:

1937 20.3.1.1 Statement of Charges — A statement of the specific charges
 1938 against the employee shall be written on ordinary and concise language of
 1939 the specific acts and omissions on which the disciplinary action is based
 1940 and shall include the cause and any rules and regulations which have been
 1941 violated. No charge, however, shall be made for a cause which occurred
 1942 prior to the employee becoming permanent nor more than two (2) years
 1943 from the filing of this Statement of Charges, unless such cause was
 1944 concealed or not disclosed by such employee when it could be reasonably
 1945 assumed that the employee should have disclosed the facts to the District.
 1946 The Statement of Charges shall be served in person or by registered or
 1947 certified mail to the employee.

1948 20.3.1.2 Right to a Hearing — The Statement of Charges shall notify the
 1949 employee of his/her right to a hearing before the Governing Board or its
 1950 designee, as proved in this Article. The employee may request a hearing in
 1951 writing within ten (10) calendar days after service of the Statement of
 1952 Charges. A card shall be provided to the employee with the Statement of
 1953 Charges, the signing of which shall constitute a demand for a hearing and
 1954 denial of all charges. Failure to request a hearing within the ten (10)
 1955 calendar days shall be deemed to be a waiver of the right to the hearing.

1956 20.3.1.3 Access to Material — The employee *shall*, upon request, *be*
 1957 *provided* copies of the material upon which the charges are based.

1958 20.3.1.4 Immediate Suspension —

1959 a) An employee may be immediately suspended without pay
 1960 or immediately demoted pending a hearing for causes listed in 20.2 or
 1961 under other circumstances in which it would be seriously detrimental to
 1962 the welfare of the District and the pupils therein.

1963 b) An employee may be immediately suspended with pay
 1964 pending a hearing for any cause listed in 20.2, CAUSE.

1965 c) An employee immediately suspended pursuant to (b) above
 1966 shall continue to be paid his/her regular salary during the period of

- 1967 his/her suspension if he/ she furnishes to the School District a
 1968 suitable bond. - If the employee is acquitted or the charges are
 1969 dismissed, the School District shall reimburse the employee the
 1970 cost of the bond.
- 1971 d) The employee shall be given written notice of the demotion
 1972 or suspension without pay and the charges upon which this action
 1973 is based and his/ her right to respond to those charges.
- 1974 e) The employee shall be given notice of the immediate
 1975 demotion or suspension sufficiently in advance of the action to
 1976 review the charges and to frame a response.
- 1977 f) The demotion or suspension action should be discussed
 1978 prior to its occurrence at a conference with the Superintendent or
 1979 designee, during which time the employee shall have the right to
 1980 present any rebutting evidence.
- 1981 20.3.1.5 Interim Suspension — Nothing in this Section shall be construed to
 1982 prohibit an immediate interim suspension prior to notice and a
 1983 conference where an immediate suspension is required to protect
 1984 lives or property, provided that
- 1985 a) The suspended employee is given written notice in person
 1986 or by deposit in U.S. Certified Mail of the charges upon which the
 1987 suspension was based within one (1) working day after suspension.
- 1988 b) The employee is notified of his/her right to file a written
 1989 response or to have a conference with the appropriate
 1990 administrator.
- 1991 c) A reasonable opportunity is afforded the employee for a
 1992 conference within ten (10) days from the date of suspension.
- 1993 20.3.1.6 Any employee charged with the commission of any sex offense as
 1994 defined in Education Code Section 44010 or any narcotics offense
 1995 as defined in Section 44011 of the Education Code by complaint,
 1996 information or indictment filed in a court of competent jurisdiction,
 1997 may be suspended as provided for in Section 45304 of the
 1998 Education Code.
- 1999 20.4 Hearing
- 2000 20.4.1 The hearing shall be held within a reasonable period of time, but not less
 2001 than ten (10) calendar days after the filing of a request for a hearing.
- 2002 20.4.2 If the employee does not request a hearing by the set date, disciplinary
 2003 action may be taken without a hearing.
- 2004 20.4.3 The employee may be represented at the hearing by a representative of his
 2005 or her choice. If the representative or any witnesses required are
 2006 employees of the District, they shall be released from duty to testify or
 2007 represent with no loss of pay or benefits.
- 2008 20.4.4 The hearing shall be conducted before the Board of Education or before its
 2009 designee.
- 2010 20.4.4.1 Hearing Before Board of Education
- 2011 a) The Board President shall be the presiding officer
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over the hearing unless the seat is relinquished to another member of the Board who is better qualified to preside as Hearing Officer.

b) Once the hearing has been called to order, only those Board members who are present for the entire hearing may deliberate on and vote on a verdict.

c) Either party may elect to have the proceedings tape recorded or transcribed by a court reporter. If a court reporter is used, the parties shall bear the costs equally. The party requesting the tape recordings shall be responsible for taping the proceedings and shall supply a copy of such to the opposite party at a reasonable cost. In any event, neither party shall be held responsible for the audibility, legibility, or accuracy of the record.

d) The District shall have the responsibility of proceeding first in calling of witnesses and presenting evidence. CSEA or the employee may then present their defense and present witnesses and evidence. Either party has the right to cross-examine opposing witnesses. All witnesses shall be sworn under oath.

e) No administrative personnel or their representatives may meet with the Board prior to the hearing to discuss the substance of the charges or present documentation of the charges, nor may they participate in deliberations of the Board.

f) The Board shall have ten (10) days following the close of the hearing to render a decision.

20.4.4.2 Hearing Before Designee

a) A dismissal hearing shall be delegated to a Hearing Officer *mutually agreed to by the parties. If the parties are not able to agree to a hearing officer, they shall request a list of five (5) potential hearing officers from State Mediation and Conciliation Services and thereafter alternatively strike the names of the hearing officers until one remains who will be assigned to hear the dismissal.*

b) A suspension, involuntary reassignment or demotion hearing may be delegated to the Superintendent or designee.

c) The designee shall submit a written recommended decision to the Board of Education, which shall include proposed findings of fact and determinations of issues. A copy of the recommended decision shall be sent to the employee.

d) The employee may request, orally or in writing, an appeal from the decision of the Superintendent or designee to the Board of Education. A request for appeal shall present reasons for the appeal and, if written, shall be received by the District within ten (10) days of the employee's receipt of the designee's decision.

e) Prior to making a final decision on adoption of recommended disciplinary actions, the Board shall, in its discretion, decide whether to grant an appeal as provided in Section 4 above; such decision to be final. If the disciplinary action

2059 is a dismissal pursuant to Section 1 above, the Board shall, prior to
2060 making a final decision, afford the employee the opportunity to
2061 present arguments to it on the sufficiency of cause for disciplinary
2062 action.

2063 f) The Board of Education may accept, reject, or modify the
2064 recommended decision. Should the Board reject or modify the
2065 recommended decision, it shall first review the record of the
2066 hearing. Any modified decision shall include findings of fact and
2067 determination of issues by the Board of Education.

2068 g) The Board of Education's determination of the sufficiency
2069 of the cause for disciplinary action shall be conclusive.
2070

2071 20.5 Results of the Hearing

2072 A written decision shall be sent to the employee, including the findings of fact and
2073 determination of issues. Alleged violations of this Article shall not be subject to the
2074 grievance procedure.
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ARTICLE XXI - TERM

21.1 This Agreement shall be effective *July 1, 2013 through June 30, 2016. The parties agree to reopen on wages and benefits and on two (2) articles by each party during each of the last two years of this agreement (2014-2015 and 2015-2016).*

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SIGNATURES

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day indicated below.

Lead Negotiator
CSEA # 463

Lead Negotiator
MPESD

DATED: _____

DATED: _____

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**MT. PLEASANT SCHOOL DISTRICT
 APPENDIX A**

<u>Classification</u>	<u>Range</u>
Account Clerk	26
Account Clerk, Senior	31a
Account Technician	32a
Administrative Assistant	29
Administrative Assistant Bilingual	30
Administrative Secretary	28
Administrative Secretary Bilingual	29
Administrative Secretary SELPA	31a
Administrative Secretary SELPA - Bilingual	32a
Behavior Specialist Assistant	24
Campus Supervisor	24
Campus Supervisor - Bilingual	25
Community Liaison Specialist	24a
Community Liaison Specialist Bilingual	25a
Community Liaison Specialist II	25
Community Liaison Specialist II Bilingual	26
Computer Lab Assistant	22
Courier/Warehouse Worker	26a
Custodian/Day	25
Custodian/Night	25a
Delivery Driver/Warehouseman	22
Employee Attendance Clerk	20
<i>Executive Administrative Secretary – Curriculum</i>	<i>36b</i>
Family Case Manager	30
Family Case Manager Bilingual	31
Food Service Assistant	19a
General Skilled Maintenance Worker	29a
Health Clerk	22
Health Clerk Bilingual	23
Instructional Assistant-NCLB	24
Instructional Assistant SELPA	28
<i>Instructional Assistant – NCLB Bilingual</i>	<i>25</i>
Intermediate Account Clerk	24a
Library Media Technician	22a
Maintenance Worker	21
Office Assistant	23a
Office Assistant SELPA	26a
Pre Kdg Instructor	29
School/Community Assistant	21a
School/Community Assistant Bilingual	22a

2142	School Library Technician	22
2143	School Secretary	26a
2144	School Secretary Bilingual	27a
2145	School Secretary, Assistant	23
2146	School Secretary, Assistant Bilingual	24
2147	Senior Secretary	26
2148	Traffic Supervisor	22
2149	Translator-District	26a
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APPENDIX B
Salary Schedules

MT. PLEASANT SCHOOL DISTRICT
2013-14 CSEA SALARY SCHEDULE with 4% Increase from 2012-13 Salary Schedule

CLASSIFIED SCHEDULE

RANGE	STEP 1 HOURLY RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
17	10.73	1,860	1,956	2,056	2,160	2,264	2,372
17a	11.00	1,906	2,009	2,108	2,211	2,317	2,438
18	11.28	1,956	2,056	2,160	2,264	2,372	2,494
18a	11.59	2,009	2,108	2,211	2,317	2,438	2,555
19	11.86	2,056	2,160	2,264	2,372	2,494	2,621
19a	12.16	2,108	2,211	2,317	2,438	2,555	2,678
20	12.46	2,160	2,264	2,372	2,494	2,621	2,738
20a	12.76	2,211	2,317	2,438	2,555	2,678	2,812
21	13.06	2,264	2,372	2,494	2,621	2,738	2,893
21a	13.37	2,317	2,438	2,555	2,678	2,812	2,963
22	13.68	2,372	2,494	2,621	2,738	2,893	3,024
22a	14.07	2,438	2,555	2,678	2,812	2,963	3,104
23	14.39	2,494	2,621	2,738	2,893	3,024	3,176
23a	14.74	2,555	2,678	2,812	2,963	3,104	3,255
24	15.12	2,621	2,738	2,893	3,024	3,176	3,339
24a	15.45	2,678	2,812	2,963	3,104	3,255	3,425
25	15.80	2,738	2,893	3,024	3,176	3,339	3,506
25a	16.22	2,812	2,963	3,104	3,255	3,425	3,594
26	16.69	2,893	3,024	3,176	3,339	3,506	3,673
26a	17.09	2,962	3,104	3,255	3,425	3,594	3,774
27	17.45	3,024	3,176	3,339	3,506	3,673	3,867
27a	17.91	3,104	3,255	3,425	3,594	3,774	3,966
28	18.32	3,176	3,339	3,506	3,673	3,867	4,056
28a	18.78	3,255	3,425	3,594	3,774	3,966	4,162
29	19.26	3,339	3,506	3,673	3,867	4,056	4,260
29a	19.76	3,425	3,594	3,774	3,966	4,162	4,362
30	20.23	3,506	3,673	3,867	4,056	4,260	4,477
30a	20.74	3,594	3,774	3,966	4,162	4,362	4,586
31	21.19	3,673	3,867	4,056	4,260	4,477	4,698
31a	21.77	3,774	3,966	4,162	4,362	4,586	4,814
32	22.31	3,867	4,056	4,260	4,477	4,698	4,938
32a	22.88	3,966	4,162	4,362	4,586	4,814	5,053
33	23.40	4,056	4,260	4,477	4,698	4,938	5,179
33a	24.01	4,162	4,362	4,586	4,814	5,053	5,304
34	24.58	4,260	4,477	4,698	4,938	5,179	5,443
34a	25.17	4,362	4,586	4,814	5,053	5,304	5,573
35	25.83	4,477	4,698	4,938	5,179	5,443	5,711
35a	26.46	4,586	4,814	5,053	5,304	5,573	5,854
36	27.10	4,698	4,938	5,179	5,443	5,711	5,997
36a	27.77	4,814	5,053	5,304	5,573	5,854	6,141
36b	26.75	4,636	4,860	5,110	5,349	5,630	5,910
37	28.49	4,938	5,179	5,443	5,711	5,997	6,294
37a	29.15	5,053	5,304	5,573	5,854	6,141	6,446

Notes

Hourly rate computed by deviding monthly rate by 173.33.

Any error found in the salary schedule will be immediately corrected and appropriate salary adjustments will be implemented.

CERTIFIED BY: Laurie Aknin
Board Approved: _____

DATE: _____

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APPENDIX C

Contracted Benefits

- 13/14 School Year Effective July 1, 2013 a two thousand five hundred dollar increase will be added to the annual health and welfare benefit cap of \$7,500 increasing the annual cap to \$10,000.
- 06/07 School Year – Effective July 1, 2006, a two hundred dollar increase will be added to the annual health and welfare benefit cap of \$6,300 increasing the annual cap to \$6,500.
- 07/08 School Year - Effective July 1, 2007 a five **hundred** dollar increase will be added to the annual health and welfare benefit cap of \$6,500 increasing the annual cap to \$7,000.
- 08/09 School Year - Effective July 1, 2008, a five **hundred** dollar increase will be added to the annual health and welfare benefit cap of \$7,000 increasing the annual cap to \$7,500.

Benefits shall include:
 Medical Insurance
 Dental Insurance *
 Vision Insurance *
 Income Protection
 Life Insurance **

- a) The District’s maximum contribution for the health and welfare benefits shall not exceed the District cap per full-time employee.
- b) For employees who are assigned to work less then eight (8) hours, but four (4) hours or more per day, shall be prorated on the same basis as the District’s contribution for medical insurance.
- c) Each unit member shall be able to provide dependent coverage by paying the difference in premiums through payroll deduction, if they exceed the District contribution cost.

* All bargaining unit members who are employed for fifty percent (50%) or more of a full-time equivalent position shall be covered for employee and dependents under the Delta Dental Service and Medical Eye Services Plan.

The District provides each employee with Life Insurance Salary Protection under Plan B.

** For full-time members of the bargaining unit all (i.e., 8 hours per day employees, regardless of work-year).

2198 **MT. PLEASANT SCHOOL DISTRICT**

2199
2200 **APPENDIX D**

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- 2203 1. Effective July 1, 1989, the District may enter into an agreement with a private company to
2204 provide gardening services to the District. Such agreement shall not exceed three (3) years
2205 in duration (expiration on 6/30/92).
2206
2207 A. Until such contract is entered into, the District may contract out on an as-needed basis
2208 the following services: owing, disking and ground cover removal (in addition to the
2209 spraying, etc., functions already agreed to). Contracting out beyond these functions
2210 on this interim basis shall only be upon prior notice to and agreement with CSEA.
2211
 - 2212 2. Commencing not later than six (6) months prior to the expiration or termination of the
2213 contract referred to in paragraph 1 above, the parties shall meet and negotiate concerning
2214 the future provision of gardening services to the District. The District shall not enter into a
2215 long-term contract for gardening services unless agreed to by CSEA or upon exhaustion of
2216 the negotiations/impasse process.
2217
2218 A. If these negotiations exceed beyond expiration of the Contract, the District may
2219 continue to utilize private gardening services on a short-term, interim basis pending
2220 the completion of negotiations.
2221
 - 2222 3. The current gardener shall retain such position and continue to perform duties within the
2223 current job description.
2224
2225 B. If such position becomes vacant prior to expiration/termination of the gardening
2226 contract (paragraph 1 above), the District may contract out such services for the
2227 duration of the Contract. Continued contracting out of such services shall be subject
2228 to the negotiations referred to in paragraph 2 above.
2229
2230 C. If the incumbent remains for the duration of the gardening contract, continued
2231 retention of this District position shall be subject to the negotiations referred in
2232 paragraph 2 above, provided that such position shall continue unless negotiated
2233 otherwise.
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MT. PLEASANT SCHOOL DISTRICT

APPENDIX E

No Child Left Behind Act

Implementation of the No Child Left Behind Act/Impacts and Effects

Memorandum of Understanding

Purpose of this Article:

This Article is entered into by the Mt. Pleasant Elementary School District and CSEA (hereinafter “parties”) for the purpose of resolving the impacts and effects on bargaining unit “Title I” Para-Education (hereinafter “Instruction Aide”) as a result of the District’s requirement to comply with the “No Child Left Behind Act of 2001” (hereinafter the “Act”) and “California Education Code Section 45330.”

Definition of Instructional Aide:

For purposes of this Article, the parties agree that only Title I “*Instructional Aides*” currently employed at two schools, “Mt. Pleasant” and “Robert Sanders”, shall meet the requirements as described below. The parties have identified the following affect Title I classifications which must comply with the described requirements by January 8, 2006

1. Instructional Aide I
2. Instructional Aide II
3. Instructional Aide III

2257 Effective January 1, 2005, there will be separate classifications for:

- 2258 1. Instructional Aide I – Bilingual
- 2259 2. Instructional Aide II – Bilingual
- 2260 3. Instructional Aide III – Bilingual
- 2261 4. Instructional Aide IV – Bilingual

2262

2263 Instructional Assistants designated by the District as “bilingual” will subsequently be reclassified
2264 as Bilingual Instructional Aide (I – IV). Effective January 1, 2005, these Bilingual Instructional
2265 Aides will be accruing seniority in their classification. Bilingual Instructional Aides will be
2266 afforded all rights and benefits established by this Agreement.

2267

2268 The step and range for Instructional Aide – Bilingual will correspond with non-bilingual
2269 Instructional Aide step and range. For example, if an Instructional Aide position is classified by
2270 this District as bilingual and the Instructional Aide in that position is an Instructional Aide I at
2271 range 20, the new classification will become Instructional Aide – Bilingual at range 20. Once the
2272 bilingual Instructional Aide becomes qualified under this Agreement, the Instructional Aide –
2273 Bilingual will move to range 24.

2274

2275 **Education or Proficiency Requirements:**

2276 Pursuant to the “Act” and Education Code 45330, Instructional Aides as defined above, shall
2277 fulfill or have been deemed to have fulfilled one of the below stated requirements by January 8,
2278 2006.

- 2279 1. An Instructional Aide completed or will complete at least 48 semester units of study at an
2280 accredited institution of higher education.
- 2281 2. An Instructional Aide possess or will possess an Associated Degree or higher from an
2282 accredited institution of higher education.
- 2283 3. An Instructional Aide has, through a Santa Clara County proficiency test, been deemed to
2284 possess the knowledge and the ability to assist in instructing reading, writing and
2285 mathematics.

2286

2287 Note: The proficiency test is offered by the County has three parts, which include Elnghish-
2288 Language Arts, Ability to Assist in Instruction and Math.

2289

2290 Proficiency Test and Preparation Courses

- 2291 1) Prior to taking the proficiency assessment test, Instructional Aides shall have the option
2292 to take the three (3) County preparation courses specific to the content of the test.
- 2293 2) The Instructional Aide shall register and complete all necessary forms with the District to
2294 attend the preparation courses and the proficiency test.
- 2295 3) The Instructional Aide shall be entitled to take the test as many times as necessary to
2296 receive a passing grade.
- 2297 4) The cost of the three (3) preparation courses and one (1) re-test shall be borne by the
2298 District, including non-Title I Instructional Aides and bargaining unit members who serve
2299 the classification.
- 2300 5) All non-Title I Instructional Aides and bargaining unit members who previously served
2301 the classification are encouraged but not required to take the County courses and test.

2302

2303 **Paid Release Time**

2304 All Instructional Aides shall be released from their regular scheduled workday prior to the
2305 starting time of either the preparation classes or the test without loss of pay. The Instructional
2306 Aide shall only be compensated for the time encompassing their regular workday.

2307

2308 **Creation of new Instructional Aide IV**

2309 The purpose and intent to create an Instructional Aide IV is to acknowledge the additional
2310 education requirements imposed by the Act and compensate Instructional Aide's covered by the
2311 Act Accordingly.

2312

2313 Upon a Title I Instructional Aide and/or Instructional Aide – Bilingual becoming qualified under
2314 the Act, which must be verified by the District, h/she will be immediately promoted to
2315 Instructional Aide IV and begin accruing seniority. In the event two bargaining unit member's
2316 hold the same seniority, district wide seniority will be used break the tie.

2317

2318 The parties agree that Instructional Aide IV will be placed at range 24.

2319

2320 **Title I Para-Educator Ineligibility/Administrative Transfer or Layoff**

2321 In the event an Instructional Aide is unable to meet the requirements by January 8, 2006, h/she
2322 shall be ineligible to hold an Instructional Aide IV position until such time h/she has successfully
2323 completed the educational or proficiency requirements.

2324

2325 An Instructional Aide who fails to meet the requirements under the Act by January 8, 2006 shall
2326 be subject to the layoff process at XVIII, including bumping and/or administrative transfer
2327 (seniority permitting) to a non-Title I site.

2328

2329 An Instructional Aide will not have bumping rights into the newly created classification of the
2330 Instructional Aide – Bilingual unless that Instructional Aide has serviced in that classification.

2331 An Instructional Aide – Bilingual will not have bumping rights into the Instructional Aide
2332 classification unless they have previously served in that classification.

2333

2334 If an Instructional Aide and/or Instructional Aide – Bilingual is laid off as a result of his/her
2335 ineligibility, and later fulfills the requirements of the “Act,” he/she shall be eligible to be re-
2336 employed as an Instructional Aide in the appropriate classification in accordance with Article
2337 XVIII and the Education Code.

2338

2339 **Grievances**

2340 Any Dispute that arises in the administration of the article shall be subject to the express terms of
2341 the collective bargaining agreement Grievance Procedure, Article VI.

2342

2343 This MOU shall be incorporated into the current collective bargaining agreement as Appendix E.

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2347 For the District

For CSEA

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Mt. Pleasant School District

MEMORANDUM OF UNDERSTANDING #1

The parties agree that with the beginning of the 2004-2005 school year, the night custodian personnel works hours will be 2:30 p.m. – 11:00 p.m.

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Mt. Pleasant School District

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MEMORANDUM OF UNDERSTANDING #2

2360 Employees who are hired for the after school program and identified as “short term employees”
2361 shall not be part of the bargaining unit. Such positions will not be combined with their district
2362 FTE position.

2363

2364 Definition of short-term employee means any person who is employed and paid for less
2365 than 75% of the school year to perform a service for the District, upon the completion of
2366 which, the service required or similar service will not be extended or needed on a
2367 continuing basis.

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MT. PLEASANT SCHOOL DISTRICT

SIDELETTER RE: VACATION PLANNING

This Side letter clarifies the rights and obligations of the parties under Section 9.3.5 of the Agreement.

1. Failure to timely submit a completed vacation plan under Section 9.3.5 may result in the supervisor determining specific times during which employee must take vacation.

2. A “completed vacation plan” means that an employee must schedule all the vacation days to which he/she is entitled. Ten-month employees shall schedule as much vacation time as is possible to take during non-instructional days and school holidays and indicate, as provided on the form, the balance of vacation days, if any, which will be paid-off pursuant to Section 9.3.3.

3. The District shall develop a vacation plan from for the purpose described above. The plan shall include, to the extent predictable, a designation by job classification, of periods within the school year when vacation days may not be taken during the school year as determined by the District pursuant to Section 9.3.4. Such designation shall not preclude later designation of such periods/days by the District.

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Mt. Pleasant School District

MEMORANDUM OF UNDERSTANDING #2

Employees who are hired for the after school program and identified, as “short term employees” shall not be part of the bargaining unit. Such positions will not be combined with their district FTE position.

Definition of short-term employee means any person who is employed and paid for less than 75% of the school year to perform a service for the District, upon the completion of which, the service required or similar service will not be extended or needed on a continuing basis.

2401