

Contract Agreement

Between



Ceres Unified School District

"Committed to Excellence, Responsive to Every Student"

And



AFL-CIO

California School Employees Association

Chapter No. 140

2022-2025

2024-2025 Reopeners

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ARTICLE I – AGREEMENT

- A. This Agreement is made and entered into by and between the Governing Board of the Ceres Unified School District (hereinafter referred to as the District), and California School Employees Association, Ceres Chapter #140 (hereinafter referred to as CSEA).
- B. This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Government Code.
- C. This Agreement shall remain in full force and effect from July 1, 2022, until June 30, 2025.
- D. The purpose of this Agreement is to provide the improvement of personnel management and employer-employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment.

ARTICLE II – RECOGNITION

A. Acknowledgment

The District hereby acknowledges that CSEA is the exclusive bargaining representative for all classified employees as outlined in Appendix A.

B. Excluded from the bargaining unit are the classified positions in management, supervision, confidential, substitute, short-term, part-time playground, professional experts employed on a temporary basis for a specific project regardless of length of employment, full-time students employed part-time and part-time students employed part-time in any college work study programs, or Student Youth Employment Program.

C. When the District creates any new classifications within the bargaining unit, the placement on the salary schedule of said new classification shall be negotiated with CSEA. When a Position or class of positions is reclassified, the placement of the salary schedule of those new positions shall be negotiated with CSEA. The District retains decision on creation and deletion of positions or classification of positions.

D. In the event that positions are established by the Board of Education which reflect job titles not covered in Section 2B and 2C above, and CSEA does not agree with the Board's designation as to inclusion in or exclusion from the recognized bargaining unit, an appeal may be made to the Public Employment Relations Board for review and final decision.

ARTICLE III – DEFINITIONS

A. Allocation

The placement of a class on a specific salary schedule range or rate.

B. Anniversary Date

Anniversary date is July 1, after which the employee becomes permanent and advances to the next salary step.

C. Bargaining Unit Seniority

Seniority for all classified employees will be by first date of paid service as a regular District employee.

D. Bumping Rights

Bumping right is the right of an employee to displace an employee with less seniority in the class.

E. Class

Class is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.

F. Class Description

Class description is the description of the duties, responsibilities, minimum qualifications, and authority of positions in a class.

G. Classification

Classification is the act of placing a position in a class and shall be construed to mean that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, and a regular monthly and hourly salary range for each such position.

H. Day

A day is any day the District Office is open for business.

I. Demotion

Is a change in assignment of an employee from a position in one class to a position in another class that is allocated to a lower maximum salary rate or an assignment to an inferior class.

J. Differential

Differential is a salary allowance in addition to the basic rate or schedule based upon additional skills, responsibilities, hours of employment, or distasteful or hazardous work.

K. Incumbent

Incumbent is an employee assigned to a position and who is currently serving in or on leave from the position.

L. Notice

Whenever notice is required under this Agreement, and no form of notice otherwise designated, notice to the District shall be by personal delivery to the Office of the Superintendent, and notice to CSEA shall be written notice personally delivered to the President of the local chapter or First Class Mail notice directed to the President.

M. Permanent Employee

As of January 1, 2020, a permanent employee is a regular employee who successfully completes an initial probationary period, which shall be six (6) months or one hundred and thirty (130) days of paid service, whichever is longer, beyond the initial date of employment by the District. Employees hired prior to January 1, 2020, shall have their probationary period completed no later than an employee hired into the same position January 1, 2020.

N. Probationary Employee

As of January 1, 2020, a probationary employee is a regular employee who will become permanent upon completion of six (6) months or 130 days of paid service, whichever is longer. A probationary employee who utilizes leave other than entitled sick leave during the probationary period shall have the probationary period extended by the number of days of leave taken to include paid and/or unpaid leaves.

O. Paid Service

The time period in which a classified employee is paid for a particular day due to work, vacation time, or a statutorily designated holiday.

P. Promotion

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

Q. Reclassification

Reclassification is the reassignment of an employee or class of employees to a different class and/or salary range.

R. Regular Employee

A regular employee is any employee, whether permanent, probationary, full-time, or part-time, who is not a restricted, substitute, short-term, or student employee.

S. Restricted Employee

A restricted employee is an employee hired pursuant to any local, state, or federally funded program which restricts employment to persons in low income groups, designated impoverished areas, and any other criteria which restricts the privilege of all citizens to compete for employment under that program, except as any otherwise be specified by this Agreement.

T. Safety Conditions

The safety conditions of employment means any work-related condition affecting the safety of the employee.

U. Salary Rate

Salary rate is a specific amount of money paid for a specific period of service.

V. Salary Schedule

A salary schedule is a series of salary steps and ranges which comprise the rates of pay for all classes.

W. Salary Step

Salary step is one of the salary levels within the range of rates for a class.

X. Substitute Employees

A substitute employee is a person hired to perform the duties of a position in the temporary absence of the employee who is regularly assigned to that position.

Y. Summer School

Summer school is that period when schools are in session between June and September, excluding year-round schools.

Z. Transfer

A transfer is a change of work site by an employee without a change in classification.

AA. Uniforms

Any clothing of a particular color, design, pattern, or style required to be worn by the District shall be considered a uniform.

BB. Work Hours

Hours in a paid status is defined to include all hours worked and time during which an employee is excused from work because of holidays, sick leave, vacation, compensating time off, or other paid leave of absence.

CC. Year-Round Education

Year-round education is a calendar that redesigns the school year and spreads student attendance over a twelve (12) month school year.

DD. Position

Position is a specific job at a specific location.

EE. Longevity

Longevity increments are percentage increases on the base salary schedule earned for extended years of service to the District.

FF. Relief drivers

A permanent bus operator that will relieve other drivers when they are ill or on a field trip.

ARTICLE IV – ORGANIZATIONAL RIGHTS

A. Communication

CSEA shall have the right to use, without charge, designated instructional bulletin boards, mailboxes, and the use of the school mail system, for the posting or sending of information or notices concerning CSEA matters. No long-distance telephone calls may be made at District expense.

B. Employee Orientation

1. The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than 10 days notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably unforeseeable. If the District is conducting a group hire, the District shall provide the Association. up to thirty (30) minutes to meet with the new employees as a group for the purposes of providing membership materials and other information about the Association. The CSEA Labor Relations Representative may also attend the orientation session.

C. Facilities

CSEA shall have the right to use, without charge, institutional facilities, equipment, and buildings at reasonable times for CSEA business. Any use of equipment does not include the use of supplies required to run the equipment, which must be furnished or reimbursed to the District by CSEA.

D. Relevant Information

CSEA shall have the right to receive upon request, without charge, one copy of any and all non-confidential materials related to wages, hours, or other terms and conditions of employment which are relevant for CSEA to fulfill its duties and obligations as the exclusive representative of employees covered by this Agreement.

E. Access to Personnel Files

CSEA shall have the right to review an employee's personnel file and any other records dealing with the bargaining unit member when accompanied by the individual or upon presentation of a written authorization signed by him/her. Reasonable notice shall be given to the Personnel Office.

F. Board Agendas

The District shall provide CSEA the non-confidential board agenda and any non-confidential backup material related thereto via webpage posting, for each board meeting. The District shall inform the CSEA President when the agenda has been posted. If the District cannot post the agenda via webpage, the District shall provide CSEA with one paper copy of the agenda.

G. Distribution of Contract

Within forty-five (45) days after the execution of this Agreement, the District shall print or duplicate and provide, without charge, sixteen (16) copies of this Agreement, one for each CSEA E-Board and negotiating team member, and one copy to each work location or school site and post this Agreement on the District's website.

H. Association Leave

1. The Chapter President of CSEA and elected delegates shall be entitled to five (5) days leave per year to attend the CSEA Annual Conference, if those employees are in paid status.
2. The District will grant eight (8) hours total release time per month (96 hours per year) to the CSEA Chapter President and/or up to five (5) designees to meet with classified employees at sites before or after work time, or during breaks or lunch. The CSEA chapter president will identify up to five designees prior to the start of each new school year. Additional designees may be authorized by mutual agreement. These meeting times will be previously approved by the CSEA President, the released employee's supervisor, and the supervisory of the site being visited. In case of conflict with essential job duties, the president may designate an alternate to conduct the business required. The CSEA President will submit to the Assistant Superintendent of Personnel, a monthly log of Association release time taken during the previous month. Meetings requested by the Superintendent, an assistant superintendent, or a principal (i.e., negotiations, evaluation or grievance conference, problem resolution, reclassification, etc.) are beyond the scope of the hours provided in this section.

I. Modifying the Workday to Attend Union Meetings

With prior notice, employees whose regular workday ends after 5:00 p.m. may change their work hours to attend a union meeting. With prior notice, officers and negotiating team members may attend union meetings up to ninety (90) minutes a month without modifying their work hours.

J. Consult

By mutual agreement, the District and CSEA shall consult on all matters of mutual concern.

K. Management Rights

It is understood and agreed that the District retains all of its powers, rights, authority and responsibility to direct, manage and control to the full extent of the law. The exercise of the District's powers, rights, authority, duties and responsibilities; the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith; shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

L. Policy Changes

A copy of proposed policy changes that pertain to classified employees shall be sent to CSEA Chapter President prior to the School Board's first reading of that policy.

- M. The District shall provide CSEA notice of any newly hired employee, within seven (7) business days of date of hire. The District shall provide pertinent information, including name, worksite and contact number. The District shall include the CSEA membership packet in any employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide the copies of CSEA membership packet to the District for membership distribution.

ARTICLE V- ORGANIZATIONAL SECURITY

A. Membership and Dues Deduction

1. Upon reasonable notification by the Association the District shall deduct association membership fees for union members in an amount specified by the Association. Such deductions shall continue until reasonable notification by the Association to the District that a member's fees be terminated. The refund of any overpayment of fees through payroll deduction caused by discrepancies between payroll deadlines and Association notification to the District shall be the responsibility of the Association.

The District shall only accept new memberships or changes in membership status from the Association.

2. The District agrees to promptly remit membership dues to the Association, accompanied by an alphabetical list of unit members for whom such deductions have been made.
3. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article. The District agrees to furnish the information needed by the Association to fulfill the provisions of this article.

B. Employee Orientation

1. The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. If the District is conducting a group hire, the District shall provide the Association up to thirty (30) minutes to meet with the new employees as a group for the purposes of providing membership materials and other information about the Association. The CSEA Labor Relations Representative may also attend the orientation session.
2. The Association may have fifteen (15) minutes allotted to meet with the new employee during the orientation. If the Association is unable to meet with the new employee, the District shall provide the new employee with membership materials as provided by the Association. Alternatively, CSEA may designate one or more bargaining unit members who work in the Personnel Division to provide membership materials during the employee orientation.
3. Should it not be feasible to provide 10 days of notification, the District will schedule a second orientation with proper notice for the purposes of allowing the Association access to the new employee. The Association may decline and utilize the initial orientation or request that the District provide the new employee with membership materials as provided by the Association.
4. The orientation session shall be held on District property during the work day of the employee(s), who shall be on paid time. In the event a new employee attends their New Employee Orientation prior to their start date, they will not receive compensation for their time. The Orientation session shall last no more than 30 minutes.

5. The District shall provide CSEA with the new hire information listed below within 30 days of hiring the employee. Updated lists of all Classified employees shall be provided quarterly (last working day of September, December, March, and June) or more frequently if requested. The information listed below which is voluntarily provided by the employee to the District for use of distribution to CSEA. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service as an Excel document.

- a. First name;
- b. Middle Name;
- c. Last name;
- d. Suffix (e.g. Jr., III);
- e. Job Title;
- f. Department;
- g. Primary worksite name;
- h. Work telephone number;
- i. Work extension;
- j. Home Street address (incl. apartment #);
- k. City;
- l. State;
- m. Zip Code (5 or 0 digits);
- n. Home telephone number (10 digits);
- o. Personal cellular telephone number (10 digits);
- p. Personal email address of the employee;
- q. Employee ID;
- r. Hire Date;

CSEA agrees to indemnify the District in the event of a CSEA data breach in which the information provided by the District in five (5) is compromised. If during the life of the Agreement there exists an applicable law, rule or regulation or order issued by governmental authority, other than the District, which shall render invalid or restrain compliance with or enforcement of any provision contained within this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect. Upon written notification by one of the Parties to the other, any portion of the agreement that is invalidated in accordance with this Article shall be open for negotiations within thirty (30) days of the invalidation.

ARTICLE VI – PAY AND ALLOWANCES

A. Anniversary Date

The anniversary date for classified employees shall be July 1. Each employee shall advance to the next step of his/her classification July 1, provided he/she was employed in the same classification in the District prior to March 1 of the preceding fiscal year. When he/she is promoted or reclassified to another position, the employee will be placed on the next salary step on July 1 following the promotion or reclassification.

B. Regular Rate of Pay

Every bargaining unit position shall be placed in a class. The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix A. For the 2023-2024 school year, Salary Schedules in Appendix B shall be increased 7.0% for all currently employed classified staff members at the time of ratification of this agreement and those who have, or will retire between July 1st 2023 and May 1st 2024. Any retroactive payment made to implement this salary increase shall not apply to extra duty or overtime compensation.

All employees whose employee classifications are listed in Appendix A, who are employed on or before November 1, 2024 through date of ratification of this agreement and are currently employed shall be entitled to a one-time payment equal to 3.6% of their base annual salary and longevity if applicable due to availability of funds. This one-time payment shall not apply to extra duty or overtime compensation and will be made as soon as feasible upon ratification of this agreement.

All steps listed in Appendix A and B shall be paid no less than the legal minimum wage.

C. Promotion

Any employee in the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved into the appropriate range and step of the new class to insure a two and a half percent (2.5%) salary increase except that the employee may be placed on the last step of the appropriate range if that is the maximum allowable for that class.

D. Incumbent Rights

When any position or class of positions is reclassified, the incumbents in the position shall be entitled to serve in the new positions.

E. Mileage

Any employee who is authorized and uses his/her own vehicle in school business shall receive reimbursement at the IRS established rate.

F. Compensation for an Employee Working Out of Classification

Any employee shall not be required to perform duties not a part of his/her classification except as provided in this Section. An employee assigned duties not a part of his/her classification shall after four (4) days within a pay period (month) have his/her salary adjusted upward for the days he/she was required to work out of classification. The employee's rate of pay shall be moved to the appropriate range and step of the higher classification to insure a salary increase of at least 2.5%, except that the employee may be placed on the last step of the appropriate range if that is the maximum allowable for that class. Payment shall be made within the next two pay cycles.

G. Classified employees who wish to substitute at a position lower than regular position, will be paid at the range of the position for which they are substituting. If the position for which they are substituting is a like position (i.e. clerical for clerical), the employee will be paid at their current step at the lower range. If the position is not a like position (i.e. para- professional for clerical), the employee will be paid at step 1 of the lower range.

H. If an employee is off-track or on vacation and substitutes for another employee in a higher classification, the employee will be placed on the lowest step of the higher range that provides an equal or greater hourly rate to their original position from the first day, on Cycle II. When an employee substitutes for another employee in the same classification, the employee receives his/her own rate of pay.

I. If a permanent/probationary classified employee takes an additional position (permanent, short-term, summer school, etc.) which is at a lower salary range, the employee will be placed on the same step they are on with their regular assignment (the position held when the additional position is added). Except as stated in Article XXV.

Example: If a Clerk II at step 3 takes a noon duty as part of the employee's regular assignment, the employee will be placed on step 3 of the noon duty range.

J. If a permanent/probationary classified employee takes an additional position (permanent, short-term, summer school, etc.) which is at a higher salary range, the employee will be placed on the lowest step of the higher range that provides an equal or greater hourly rate to their regular assignment.

Example: If an Instructional Paraprofessional II at step 5 takes a School Secretary II (summer school) position, the employee will be placed on Step 4 of the School Secretary II range.

K. Stipend for "Lead" Positions

In some departments, when a classified manager is absent, the District may determine that a designated classified employee would assume part of the manager's responsibilities. If this determination is made, a "Lead" stipend will be created and all classified employees in the department may apply for the stipend.

The “Lead” responsibility is in addition to the employee’s regular assignment and will be subject to annual review by the Superintendent and his/her designee.

Established in-District application and interview procedures will be followed to select the “Lead” Person. The stipend will be calculated by the following formula: The difference in daily rate between the manager and the employee times thirty (30). The stipend will be added to the “Lead” person’s annual salary.

The “Lead” person will assume the responsibilities of the manager whenever the manager is absent for a half day or more. If the manager is absent for thirty (30) days or more in a fiscal year, the “Lead” person will be paid the difference in the daily rate for each day beyond the thirty (30) days. The manager will be responsible for tracking the number of days.

The “Lead” person shall not be involved in employee evaluation or discipline. Employee evaluation or discipline matters are to be referred to the Assistant Superintendent of Personnel, or the Assistant Superintendent of Business.

L. Compensation During Training/In service Periods

An employee who is required to attend training/in service sessions or otherwise engage in training of any kind in order to continue his/her employment in a position shall receive compensation as follows:

1. If training occurs during regularly assigned working hours, he/she shall receive his/her regular salary.
2. When the training occurs at times other than the employee’s regular working hours, the employee will be paid at the appropriate rate.
3. Costs incurred under a mandated training program for employee transportation, registration fees, and supplies shall be paid for by the District.

M. Meal and Lodging

Any employee who incurs expenses for meals and lodging as a result of authorized work assignment away from the District shall be reimbursed according to the District’s established schedule.

N. Longevity

Prior to July 1, 1998, an employee’s years of service credit toward the longevity increment will be calculated by the actual number of years employed in the district minus any full year(s) on unpaid leave.

Beginning July 1, 1998, an employee's service credit toward the longevity increment will be determined by calculating the total annual paid days that the employee was on paid status during each year. An employee must be on paid status for a minimum of 75% of the total annual paid days in order to receive a year of service credit toward the longevity increment. An employee will not gain years of service credit, nor accrue time towards the 75% of the year for any unpaid leave.

Longevity increments, as reflected in the classified salary schedule, will be a percentage increase on the base salary (step 5) as follows:

6-14 years of service 2% of step 5	15-19 years of service 5% of step 5	20-24 years of service 7% of step 5
25-29 years of service 8% of step 5	30 years and over 10% of step 5	

Beginning July 1, 1998, the following number of employed days will constitute 75% of a year of service credit toward longevity:

10-month employee 163	12-month employee 196	School term employees 146
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"Other" 10-month employees*
158

*See Article IX, Item B

A classified employee who voluntarily resigns from his/her permanent classified position may be reinstated or reemployed by the governing board of the district, within 39 months after his/her last day of paid service and all rights, benefits, and burdens of a permanent employee shall be restored to him/her. For these purposes, the person would retain the years of service credit obtained prior to leaving the district.

- O. The District proposes to respond to the CSEA Classified Employee Compensation Survey as long as ACSA co-sponsors the survey. The District will complete the survey in a timely manner.
- P. Compensation shall be provided pursuant to the attached salary schedule.

ARTICLE VII – HOURS AND OVERTIME

A. Workweek

The workweek shall consist of no more than five (5) consecutive days of eight (8) hours/day. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.

The District may establish a ten (10) hour/day, four (4) day work week for all or certain classes of its employees or for employees within a class if the District and the affected employees mutually agree to such a calendar. The President of CSEA Ceres #140 will be notified prior to implementing such a change.

B. Work Year

All employees will be required to complete a Positive Work Year Calendar for the following year. Notwithstanding any other provisions in this agreement, the work year for school site based ten (10) month employees may be assigned to begin up to fifteen (15) workdays earlier than the first student instructional day.

C. Workday

An employee with prior approval by his/her supervisor or a supervisor with the approval of the employee may modify the employee's workday to accommodate a short-term (maximum thirty (30) calendar days) special need, but in no case will the number of hours worked that day be less than assigned.

If an agreement cannot be reached, an employee's supervisor may modify an employee's workday to accommodate a short-term (maximum thirty (30) calendar days) special need, but in no case will the number of hours worked that day be less than assigned. The employee shall receive no less than a 3-work day prior written notice of the workday change.

On an annual basis, a supervisor may modify an employee's workday (starting and ending times) by no more than 30 minutes without the employee's permission upon receiving the prior approval of an Assistant Superintendent. The employee shall receive written notice at least thirty (30) calendar days prior to this change taking place. CSEA will be consulted. Due to the state mandating later start times for secondary schools, the District may adjust employee shifts throughout the district more than thirty (30) minutes not to exceed one (1) hour per move for this reason during the first two years of implementation. The changes shall be limited to no more than two times per employee during implementation.

D. Lunch Periods

All employees covered by this Agreement shall be entitled to an uninterrupted lunch period after the employee has been on duty for four (4) hours. The length of time for such lunch shall be for a period of no longer than one hour nor less than one-half (1/2) hour and shall be scheduled for full-time employees at or about the midpoint of each work shift. This also

applies to overtime assignments of four hours or more.

E. Rest Periods

All employees shall be granted rest periods which, insofar as practical, as determined by the Supervisor, shall be approximately in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof as follows:

- 3.5 hours or less – no break
- 3.75 – 5.75 hours, one (1) paid fifteen (15) minute break
- 6.0 hours, one (1) paid fifteen (15) minute break and a minimum thirty (30) minute unpaid lunch
- 6.25 – 8.0 hours, two (2) paid fifteen (15) minute breaks and a minimum thirty (30) minute unpaid lunch.

F. Overtime

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

Commencing on the sixth day, all hours worked beyond the work week of five (5) consecutive days shall be compensated at the overtime rate.

1. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off or other paid leave of absence shall be considered as time worked by the employee.
2. When a four (4) day work week is established the overtime rate shall be paid for all hours worked in excess of the required work day which shall not exceed ten (10) hours. Work performed after forty (40) hours or on the fifth day shall be compensated for at a rate equal to one and one-half (1-1/2) times the regular rate of pay of the employee authorized to perform the work.

G. Overtime on Holidays

If the District requires an employee to work on any holiday designated by this agreement, the employee shall be compensated at one and one-half (1-1/2) times the regular rate of pay in addition to receiving holiday pay. If a holiday designated by this agreement falls on a Saturday or Sunday, the employee will be compensated at one and one-half (1-1/2) times the regular rate of pay, if the holiday pay was provided on a weekday. If an employee works beyond an eight (8) hour day, the employee shall be compensated at two and one-half (2 - 1/2) times the regular rate of pay.

H. Compensation for Extra Time Worked

1. An employee shall report extra time worked to Payroll on an "Extra Work Log Sheet" on or before the tenth (10th) day of the month after the employee performed the extra work.
2. An employee shall have the option to accrue compensatory time off in lieu of cash compensation for extra time worked. The employee may not have more than five (5) times their base hours "on the books" at any time. Should the employee accrue more than five (5) times their base hours, they will be paid at the appropriate rate of pay for the overtime. Compensatory time off must be taken during a twelve (12) month period following the accrual of such compensation and with the prior approval by his or her immediate supervisor. The twelve-month period of time is from the actual date that the compensatory time is earned and not a fiscal or calendar year period of time. For example: if compensatory time is earned on March 1, it must be used by March 1 of the following year.

If an employee fails to use his/her compensatory time within a twelve (12) month period, the supervisor with input from the employee will determine when the employee will use all remaining compensatory time that exceeds the twelve (12) month period.

3. If extra work is performed for a community organization, employees must report the time worked to Payroll on an "Extra Work Log Sheet" by the 10th day of the month after work was performed. The employee must write the date and "Copy to Payroll" on the original before the copy is made. The facility use form number must be written on the Extra Work Log Sheet in the "Reason" column.

I. Adjustment of Assigned Time

Any employee in the bargaining unit who works an average of thirty (30) minutes or more per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period. "This section does not apply when a regular employee is working all or part of another regular employee's assignment in addition to working his or her own regular assignment."

J. Shift Differential

Any employee whose assigned work shift includes any time after 6:00 p.m. and before 6:00 a.m. ("differential time range") shall receive a paid one-half hour lunch period within the eight (8) hour shift ("shift differential") and will have one custodian remain at the work site or on duty during any paid lunch period.

An employee who normally qualifies for the shift differential, whose shift is adjusted outside the differential time range and outside the 180 student instructional days, will not receive the shift differential.

An employee who normally qualifies for the shift differential, whose shift is involuntarily adjusted outside the differential time range, and within 180 student instructional days, per section C of this article, shall continue to receive the shift differential.

K. Overtime – Equal Distribution

Overtime shall be assigned by the Supervisor to a qualified employee(s) within a department on a rotating basis so that all employees in the same class shall have worked or been offered the opportunity to work, equal amounts of overtime as is practical, determined by the Supervisor during each fiscal year.

L. Minimum Call-In and Call-Back Time

Any employee called back to work after completion of his/her regular daily assignment shall be compensated for all hours worked at the appropriate rate of pay, the minimum being two hours.

M. Turn Down Work

Any employee shall have the right to turn down any offer or request for overtime or call back, on call, or call-in time, unless emergency circumstances exist as determined by the supervisor.

During the course of any school year, there may be times in which there is a reoccurring workload, (such as the beginning of school, testing periods, grading period, etc.) where a supervisor may determine that overtime is warranted. The impacted employee shall be notified not less than two (2) working days in advance of the anticipated work load that the overtime will be required. The notice period is to allow for the employee to make necessary family arrangements, child care (if any) arrangements, so they can do the required overtime. In this instance where the supervisor determines, in advance, that overtime will be required, the employee may choose between compensatory time and monetary compensation.

N. District Security Personnel Agreement (Voluntary Participation)

1. Security personnel must live within thirty (30) minutes of the District and must be willing to stay within a thirty (30) minute response radius during their “on-call” time.
2. Security personnel must give the Director of Maintenance and Operations thirty (30) days’ notice if they no longer wish to participate in the program.

3. Security personnel will be “on call” for night and weekend alarm calls for one week. Security personnel will respond to calls related to security or emergency needs for the facility on week nights after the night custodians have secured the building and on weekends and holidays. The weekly “on-call” period will be 7:00 a.m. Friday to 7:00 a.m. the following Friday.
 - a. For scheduled services and events, site and/or department personnel will be offered call-in/call-back time.
4. Security personnel, in cooperation with the Director of Maintenance and Operations, will develop a monthly schedule for night and weekend security coverage. All security personnel will be allowed to participate equally on a rotating basis. Security personnel and the Director of Maintenance and Operations will also develop a contingency plan in case of illness or family emergency.
5. Security personnel will receive no less than \$200.00 at \$40.00 per each site (with a minimum of five (5) sites) for each “on-call” week. All District sites shall be assigned this security coverage. A list of sites is delineated below. The District may utilize multiple security rotations to cover all sites. Security personnel will also receive call back pay (two hours at time and a half) each time they respond for each call above the number of calls determined by multiplying the number of sites by 0.67 (two-thirds) rounded to the nearest whole number per week. (Example: for eight (8) sites, there would be eight (8) times 0.67, which equals 5.36, rounded to 5 calls in a week’s time prior to receiving call back pay). The District will provide a cellular phone and a school vehicle during the “on-call” week. NOTE: Security personnel may not use the school vehicle for personal business without prior approval from the Director of Maintenance and Operations unless said business is in route to or from their CUSD work assignment.

Currently there are twenty-four (24) sites which include Adkison, Argus/Endeavor (1 site), Patricia K. Beaver, Blaker-Kinser JHS, Caswell, CVHS, CHS, Cesar Chavez JHS (including Leaps and Bounds), Corporate Yard, District Office, Don Pedro, Carroll Fowler, Walter Hanline, Mae Hensley JHS, Hidahl, La Rosa, Lucas, Parks, Sinclear, Sam Vaughn, Westport, Walter White (including the Annex), Whitmore Charter Schools, and offsite storage (if applicable). CSEA and the District will meet and confer as sites are added.
6. Security personnel will be expected to wear CUSD picture name badges when they are responding to an alarm call.
7. If police and/or fire department personnel are on site when the security person arrives, he/she should report to them. Usually emergency personnel will ask the security person to turn off the alarm and help them check for unauthorized personnel and/or damage.

8. If emergency personnel are not on site when the security person arrives, he/she should drive around the site if possible to determine the presence of unauthorized personnel. If the site appears safe, he/she should turn off the alarm and check for damage. If unauthorized personnel are present, the security person should call 911. Security personnel must not confront or attempt to apprehend unauthorized personnel.
9. As soon as possible after determining that the facility is safe, the security person should attempt to identify the reason for the alarm and, if possible, repair the damage sufficiently to secure the building and re-set the alarm. If it is not possible to repair the damage sufficiently to re-set the alarm, the employee should call the Director of Maintenance and Operations, Assistant Director of Maintenance and Operations, or the Assistant Superintendent, Business Services for assistance.
10. Security personnel may be required to complete security report forms to document acts of vandalism, burglaries, etc. and photograph crime scenes.

ARTICLE VIII – HEALTH AND WELFARE BENEFITS

- A. The District's monthly contribution toward the health and welfare benefit package will be one thousand one hundred (\$1,100.00) effective with the September 30, 2022 payroll. An employee not electing medical coverage may use the District's monthly contribution for the purchase of other employee health and welfare benefits offered by the District. The employee shall not be entitled to the cash value of any unused portion of the District contribution. The District will pay for fifty thousand dollars of life insurance coverage for eligible employees effective July 1, 2024. (The district contribution may not be used to purchase additional life insurance.)

In the event the cost of the health and welfare benefit package selected by an eligible unit member exceeds the District's contribution, that eligible unit member will be responsible for the additional cost and will be subject to mandatory monthly payroll deductions to cover the difference between the actual cost of the unit member's health and welfare package and the District's contribution.

Each unit member will be required to enroll in the District's medical insurance program. However, an eligible unit member may opt out of the District's medical insurance program if the eligible unit member can provide proof to the District, on an annual basis, of other group health insurance coverage. Notwithstanding the prior sentence, eligible employees hired on or after January 1, 2012 may not opt out of the District's medical insurance program. An eligible unit member that opts out of the District's medical insurance program will not receive the cash value of the District's health and welfare benefit contribution. This paragraph does not apply to employees who are hired for seven (7) hours or less per day, five (5) days per week. The District may increase the contribution level at the District's discretion. The District will give employees advanced notification of this contribution increase prior to open enrollment.

Benefit selection sheets are available in the Business office upon request.

- B. Employees hired into a position four (4) hours or more per day per day, five (5) days per week on or after July 1, 2005, shall be entitled to participate in Health and Welfare Benefits according to the followingschedule:

Employees employed less than four (4) hours per day, five (5) days per week: not eligible to participate;

Employees employed four (4) hours or more per day but less than six (6) hours per day, five (5) days per week: eligible to participate with fifty percent (50%) of the District contribution level;

Employees employed six (6) hours or more per day, five (5) days per week: eligible to participate with one hundred percent (100%) of the District contribution level.

Employees hired into a benefited position prior to July 1, 2005 shall be entitled to one hundred percent (100%) participation in Health and Welfare Benefits provided that they maintain a four (4) hour per day, five (5) days per week minimum.

- C. CSEA will work with the District Insurance Committee to design benefit plans which better meet the needs of employees and to find carriers who will provide those plans at a reasonable cost.
- D. 1. The District will contribute one hundred percent (100%) of the current District contribution for medical insurance or dental and vision at the employee-only rate for all vested classified employees up to age sixty-five (65) who are participating in the District benefits and who retire after January 1, 1996. Employees who are over sixty-five (65), may continue to participate in the District insurance program at the retiree's cost.

Classified employees are vested in the Ceres Unified School District retiree benefit program after twenty (20) years of continuous, uninterrupted, paid service at age sixty (60) or after their years of service plus their age total eighty-one (81). Retiree benefits terminate at age sixty-five (65).

2. For employees that retire on or after December 1, 2024 the District will contribute one hundred percent (100%) of the current District contribution for medical insurance and dental at the employee-only rate for all vested employees up to age sixty-five (65) who are participating in the District benefits. Employees who are over sixty-five (65), may continue to participate in the District insurance program at the retiree's cost.

Employees are vested in the Ceres Unified School District retiree benefit program after fifteen (15) years of continuous, uninterrupted, paid service at age sixty (60) or after their years of service plus their age total eighty-one (81). Retiree benefits terminate at age sixty-five.

ARTICLE IX – VACATIONS AND HOLIDAYS

A. Vacation

1. Eligibility for Vacation Leave

- a) In order to be eligible for vacation leave, a new employee must have served as a regular employee for at least six (6) full months. The vacation leave time will then be computed retroactively to the date of his/her employment as a regular employee.
- b) A newly-hired employee (rendering less than a full year of service) must begin on or before the fifteenth (15th) of the month in order for that month to be counted in computing vacation. Termination (prior to completion of a full year of service) must be after the fifteenth (15th) of the month in order for that month to be counted in computing vacation.

2. Vacation Leave

The following vacation schedules shall be in effect for regular employees:

YEARS EMPLOYED	12 MONTHS	OTHERS
1 – 5	11 days	9 days
6 – 10	16 days	13 days
11 – 15	18 days	15 days
16 – 20	19 days	16 days
21 –	21 days	18 days

School term employees will accrue vacation leave with pay in proportion to time served and will be paid in equally distributed payments during the employees' work year calendar in order to receive PERS or STRS serviceable credit beginning with the 2025-2026 payroll cycle.

A regular employee shall accrue vacation leave for any month in which they are in paid status for more than one-half (1/2) of the working days in that month. A regular employee on unpaid leave (100% dock) for one-half or more of the month, not counting pre-approved Personal Leave, shall accrue vacation leave on a prorated basis for that month.

3. Time for Using Vacation Leave

- a) Earned vacation time shall be computed at the beginning of each fiscal year, and shall be used during the year accumulated or within the following twelve (12) month period. Any days of vacation remaining in excess by June 30th will be paid out at the employee's current rate of pay.

- b) Request for vacation time must be made at least five (5) business days in advance. Requests made with less than 5 business days advance notice may be declined on the basis of not being timely.
- c) Vacations shall be scheduled at times requested by employees insofar as possible within the District's work requirements. After considering the District's work requirements, if there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest seniority shall be given his/her preference.

An employee who requests vacation leave will be provided with the response within five (5) business days of request. If the request is denied, the employee may request (in writing) within five (5) business days a written explanation which shall be provided within two (2) business days.

4. Vacation Pay

Pay for vacation days for all employees shall be the same as that which the employee would have received had he/she been in a working status.

5. Vacation Pay Upon Termination

When an employee is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination. Employees who terminate their employment with the District and have been paid for or used more vacation time than they have accrued at the time of termination shall have those extra, unearned hours deducted from their final warrant. In case the final warrant is insufficient to compensate for unearned vacation, the separated employee shall reimburse the District by cash payment.

6. Holidays

When a holiday as defined in this Agreement falls during the scheduled vacation of any employee, such holiday shall not be charged against the employee's vacation balance, provided he/she was in paid status on the working day immediately preceding the vacation period or the working day immediately following the vacation period.

7. Interruption of Vacation

An employee shall be permitted to interrupt or terminate vacation without return to active service in order to begin another type of paid leave provided by this Agreement only in cases of bereavement, jury duty, or hospitalization of the employee or of his/her immediate family. The employee shall supply the necessary substantiating information regarding the basis for such interruption or termination.

8. Vacation Postponement

If the vacation of an employee comes due during a period when he/she is on a leave due to illness or injury, he/she may request that his/her vacation date be postponed. At such time an employee is well, his/her vacation may be rescheduled. The District shall have the final determination relative to vacation dates.

B. Workdays

EMPLOYEE GROUP	*WORK DAYS	PAID HOLIDAYS	*TOTAL
School Term Employees ¹	182	13	195
Ten (10) Month Employees	204	13	217
Twelve (12) Month Employees	246	15	260-262
Other (10) Month Employees ¹	198	13	211

(*) Subject to annual calendar and adopted District calendar.

- (1) Secretarial/clerical employees appearing on the mutually agreed upon Reduced Work Year List shall work six (6) days fewer than the regular ten (10) month work calendar. The work calendar will be established annually as mutually agreed upon by the clerical employee and supervising administrator. Employees who qualify under this provision shall continue to enjoy the benefit as long as they are employed by the District in the same class and position. If a change in class or position is initiated by the District, the benefit will be continued. If a change in class or position is initiated by the employee, the employee will lose this benefit even if they return to their previous position regardless of the reason.

ARTICLE X – EMPLOYEE EXPENSES AND MATERIALS

A. Uniforms

The District shall pay the full cost of the purchase, lease, or rental of uniforms, identification badges, emblems, and cards required by the District. Each employee shall wear the District-provided identification badge in a visible, but safe manner during work hours. The District shall provide no less than three (3) shirts, trousers and/or coveralls annually. The District shall pay the cost of repairing or replacing the uniforms and clothing of employees which have been damaged, lost or destroyed in the line of duty. Employees other than Transportation mechanics who are provided uniforms may be expected to provide routine care and maintenance on those items. Routine care and maintenance will be provided for uniforms for Transportation mechanics. All employees who are provided uniforms will be expected to wear said uniforms. Uniforms remain the property of the District and must be returned to the employee's supervisor when they leave the District or transfer to another department or school within the District.

The District shall report to CalPERS the monetary value up to or not exceeding \$500 for providing the employee's required uniforms. The District will report the uniform allowance annually.

B. Tools

1. The District agrees to provide all tools, equipment and supplies reasonably necessary to employees for performance of employment duties as determined by the District.
2. No employee will bring personal tools and/or pieces of equipment to the job without prior approval and inspection by the immediate supervisor. Such tools or pieces of equipment will be taken home at the completion of the same workday.

Notwithstanding the above paragraph, if an employee provides tools or equipment belonging to the employee for use in the course of employment, the District agrees to pay for damage or for the replacement cost of the tools resulting from normal wear and tear on the job.

The District shall not reimburse employees for tools and/or equipment because of theft or mysterious disappearance.

To claim reimbursement for damage the employee must immediately file a report on an appropriate District form making the District aware of the need to be reimbursed.

C. Bargaining Member's Property

The District shall provide for the payment of the costs of replacing or repairing personal property of an employee, when any such property is damaged in the line of duty without negligence on the part of the employee. Personal property is defined as eyeglasses, hearing aids and dentures. The District shall not pay on items of less than twenty-five dollars (\$25.00) with the maximum payment for any loss of five hundred dollars (\$500.00). The District shall

not be financially responsible for any part of eyeglass losses reimbursed by an insurance carrier, District authorized and paid, in part or in full, by District funds.

Claims must be submitted to the Business Office within ten (10) work days after the accident and be verified by the immediate supervisor.

D. Physical Examinations

The District agrees to provide the full cost of any medical examination required as a condition for continued employment. The medical examiner shall be selected by the District, or if a personal physician is used, the District shall not pay any amount above that charged by the District physician.

E. TB Test and Fingerprinting

Required TB tests and fingerprinting shall be provided/paid for by the District. Employees must comply with the opportunities, schedules and/or timelines set by the Provider and/or the District or pay the cost themselves.

F. Vehicle Insurance

The District agrees to provide secondary personal injury and property damage insurance to protect employees in the event that employees are required to use their personal vehicles on employer business.

G. Cell Phone Stipends

The District may offer cell phone stipends to CSEA unit members that the District determines work in a capacity that necessitates the need for a cell phone. The District shall have final approval regarding the monthly stipend amounts and the criteria to determine eligibility for the stipends.

The District in consultation with the Deputy, Assistant Superintendent, and/or designee who oversees a department and/or office shall determine the terms of the stipends that are specified on the Employee Cellular Phone Stipend Agreement.

ARTICLE XI – EVALUATIONS

A. Permanent Employees

For their first five (5) years of service in the same classification, permanent employees will receive at least one (1) written annual Performance Evaluation by June 30th from his/her immediate supervisor. By mutual written agreement between the evaluator and employee, a permanent bargaining unit member may be evaluated every other year after their fifth (5th) annual Performance Evaluation in the same classification, provided that all factors of the most recent Performance Evaluation are rated meets standards. Either party may withdraw consent at any time. Exceptions to this must be submitted in writing by the supervisor to the Assistant Superintendent of Personnel Services. Upon approval by the Assistant Superintendent, affected employees will be notified. If the designated evaluator is other than the immediate supervisor, the evaluator will confer with the immediate supervisor prior to the completion of the evaluation.

B. Probationary Employees

Each probationary employee shall receive from his/her immediate supervisor or designated evaluator a written performance evaluation prior to four (4) months of paid service and then prior to the sixth (6) month or 130 days of paid service, whichever is longer.

C. Employee Evaluation

The evaluation process for both probationary and permanent employees includes the employee receiving the District's classified personnel evaluation form completed by the immediate supervisor or designated evaluator. Probationary employees will be evaluated as in "B" above. Permanent employees will be evaluated annually except as provided in Section "A" above. Unscheduled Performance Evaluations may be made when deemed necessary.

The evaluation form contains the following:

1. Twenty-nine factors which can be rated meets standards, needs improvement, or not satisfactory. Some of the factors may not apply to all positions and will be marked NA.
2. Section A of the evaluation form is an area where the evaluator may make comments regarding work performance exceeding standards.
3. Section B of the evaluation form is an area where the evaluator may record specific work performance deficiencies or job behavior requiring improvement or correction and improvement plan.
4. Section C of the evaluation form is an area where the evaluator may record specific not satisfactory work performance deficiencies or job behavior. A remediation plan is required.

5. Section D of the evaluation form is an area where the evaluator may record specific goals/areas for growth to be undertaken during the next evaluation period.
6. Performance Evaluation Conference: The evaluator will conference with the employee to discuss not only the contents of the Performance Evaluation, but also to set objectives and/or goals for professional growth, to improve performance or better meet the District's needs.
7. Remediation Plan: If deficiencies or weaknesses are cited on the Performance Evaluation form, the evaluator, working with the evaluatee, shall develop a written remediation plan for the purpose of assisting the evaluatee to improve. The remedial action plan shall be attached to the evaluation document and shall contain:
 - a. Areas where improvement is needed.
 - b. Specific suggestions for improvement of deficiencies or weak areas cited on the evaluation.
 - c. Specific plans of the evaluator to provide personal and resource assistance in a reasonable effort to help the employee improve.
 - d. Techniques for the assessment of improvement. The remediation plan shall be developed and signed by both parties within five (5) work days from the date of the evaluation conference. The five-day period will be extended due to the absence of either party. The Association may be involved in this process. The remediation plan will stay in effect until job performance is satisfactory.

An employee will be notified that the evaluation will be placed in his/her personnel file at the end of ten days and a rebuttal may be written and attached.

D. Contents and Inspection

Employees are encouraged to review regularly the contents of their personnel files housed in the Personnel Office at the District Office. Files are available to employees during regular working hours and upon reasonable notice to the Personnel Supervisor.

E. Derogatory Material

1. Information of a derogatory nature shall be discussed in a timely manner with the affected employee. The supervisor and the employee may involve other personnel as appropriate in the discussion of that material. Such material cannot be used as the basis for disciplinary action or for a negative evaluation until such communication takes place.
2. Information of a derogatory nature shall be entered into an employee's file only if the employee has been given timely notice and an opportunity to review and discuss the information, documents, materials, or events with his/her immediate supervisor.

3. Either the supervisor or the employee may request a meeting with all interested and/or involved parties. At his/her option, the employee may bring a person/persons to the meeting with him/her to represent and/or to protect his/her interests.
4. The purpose of the meeting shall be to fully review all of the circumstances and to afford the employee an opportunity to discuss the derogatory information with his/her supervisor.
5. If the supervisor chooses to place the derogatory information in the employee's personnel file, he/she shall follow standard evaluation procedures which include and require giving the employee ten (10) days to respond, rebut or comment on the materials before they are placed in his/her personnel file. Timelines may be extended by mutual agreement.

FACTOR CHECK LIST DEFINITIONS AND GUIDES FOR USE

Employee Performance Factors

Employee performance factors are defined below and suggested guidelines are provided. Each factor should be checked in relation to the individual employee's duties and the amount of responsibilities. The degree of importance in each factor will vary according to the requirements of each employee's job. For example, "Pupil Contact" may be of crucial importance in one position and relatively insignificant to another.

1. Observance of Work Hours: Refers to punctuality in reporting to or leaving a duty station in accordance with the prescribed schedule of working hours, breaks, or leaves of absence. Can the employee be relied upon to be on the job and working when and where the employee is supposed to be?
2. Attendance: Reflects absences from duty for any reason. This factor presents a natural opportunity for necessary or desirable counseling of an employee regarding the employee's improper or excessive use of leave privileges, especially if attendance has become unreliable. If sick leave use has been greater than the norm, should the employee seek medical care? Is there a "Friday-Monday" or "holiday" pattern of sick leave use? Have continued absences been costly to the District or harmful to the morale of co-workers who may have been required to carry the extra load?
3. Grooming and Dress: An appropriate type of dress and standard of good grooming are necessary for every position. Does the employee meet the standards of dress commensurate with the type and level of public, employee, staff, or pupil contact? Is the employee consistently clean, neat, and appropriately dressed?
4. Complies with Rules: Ceres Unified School District employees are subject to a number of rules. Does the employee consistently comply with rules and regulations applicable?
5. Safety Practices: All employees, even those whose jobs do not require excessive physical activity, must comply with reasonable safety practices, particularly in situations involving pupils. These practices may reflect specific supervisory directives or simply forethought for potentially dangerous conditions and the use of good common sense.

Does the employee endanger his/her own safety or the safety of others by his/her actions?
Does the employee help to prevent accidents by practicing good safety procedures?
6. Quality of Work: The degree of excellence of the work performed over the entire rating period is measured here. In rating this factor, attention should be paid to the consequences of poor quality work. Is the employee's work neat, accurate, thorough, and acceptable? Must the work be redone, thus reducing the potential volume of acceptable work which could have been produced? Do errors in the employee's work affect the efforts of others? Does poor work reflect adversely upon the school, department, or District?

7. Volume of Acceptable Work: Measure the amount of work required to meet job standards. Does the employee consistently accomplish a day's work for a day's pay? Does the employee produce enough work so that he/she is clearly a net asset to the District?
8. Work Judgments: Each employee makes decisions, the number depending upon the degree of responsibility assigned to the position. Does the employee make a minimum of poor judgments in the course of work? Is the person consistent and reliable in judgments? What effects do these judgments have on the quality and quantity of work produced by others?
9. Plans and Organizes: Measure the manner and method in which an employee approaches assigned duties, and how successful the employee is in planning and organizing to achieve desired results. Does the employee take time to plan the sequence of steps required in carrying out assigned tasks? Or does the employee attack the job thoughtlessly or with such blind enthusiasm that waste and mistakes result or work deadlines are missed? Does the employee make allowances in organizing the job so that all foreseeable circumstances are properly taken into account? Does lack of planning or poor organizing indicate reasons for low production or poor quality of work?
10. Knowledge of Work: This factor should not be confused with, or restricted to, the technical knowledge that an employee is required to bring to a specialized job class. (See Job Skills Level, Factor 20 below.) It is much broader and includes particularly the range of pertinent District policies, regulations, and procedures relating to their assignment. Has the probationary employee acquired an acceptable working level of job knowledge? Is the permanent employee keeping up to date with changed policies and procedures and with technological advances in his/her occupational field?
11. Meets Assignment Deadlines: If work schedules are important enough to set reasonable deadlines, were these deadlines met? If the employee could not meet deadlines, did the employee give advance notice? Did they show an honest attempt to meet deadlines?
12. Accepts Direction: The word "direction" as used here is synonymous with such words as supervision, training, and instruction. Does the employee demonstrate that they accept the direction by carrying it out to the best of their ability? Does the employee chronically challenge supervision, instruction, or orders? Does the employee accept direction but complain about it to fellow employees?
13. Accepts Change: Use this factor to evaluate the traits of adaptability and flexibility. Does the employee accept change willingly? Does the employee slow down progress or cause inefficiencies by resistance to change? Does the employee adapt satisfactorily to new work surroundings, new equipment, new procedures, new supervisors?
14. Accepts Responsibility: Refers to the degree of willingness an employee exhibits when given responsibility and the manner in which the responsibility is carried out. Does the employee readily accept responsibility or avoid it? Does the employee deny responsibility when things go wrong? Does the employee consistently act in a responsible manner?

15. **Operation and Care of Equipment:** This reflects the employee's concern for safe, responsible, and reasonable operation or use of equipment. Is the employee concerned with conservation of equipment? Does the employee request appropriate maintenance and repair of equipment when necessary?
16. **Initiative:** Refers to initiation of action by the employee. Initiative shows up in the form of suggestions and constructive criticism, but it is most obvious when the employee acts to produce more efficient, productive or economical methods and procedures. Does the employee show self-reliant enterprise? Does the employee take opportunities to exercise initiative or must he/she be prodded into action? Is the employee alert to operating efficiency and cost-cutting? Does the employee offer practical, constructive criticism?
17. **Public Contacts:** Refers to all public contact made through personal or telephone conversation, correspondence, and day-to-day appearance before the public. In the case of a school secretary, it may be a highly critical factor; while in the case of a laborer, it may have relatively little weight. Does the employee's exposure to the public eye and ear reflect credit on the District and promote a good public image? Is the employee courteous and discreet in public contacts and behavior? Is the employee aware of the necessity to present a consistently good appearance to the public?
18. **Pupil Contacts:** As with public contacts, this factor may not apply to some employees and yet be extremely significant in the cases of other employees. Does the employee observe those special rules of behavior relating to contact with pupils? Does the employee exercise a good moral and educational influence on them at all time?
19. **Employee Contact:** Reflects only those contacts which either improve or reduce effectiveness of the employees involved. It does not apply to an employee's personal popularity or lack of it. Does the employee mind their own business but at the same time have a proper concern for the problems of other employees whose jobs touch theirs? Is the employee a disruptive influence? Does the employee bother or embarrass others with personal problems? Is the employee a positive influence on the morale of others?
20. **Job Skills Level:** This factor relates particularly to the mental and/or manual skills required in a given position. A craftsman's basic skills are readily identified, while many office occupations include job skills which are relatively obscure. Does the employee consistently demonstrate at a proper level the skills prerequisite to entry in the job class? Has the employee made any effort to improve basic skill levels to higher levels of proficiency? Should they undertake a brush-up or back-to-school program? Have they taken advantage of related in-service training opportunities? Does the employee read technical publications related to his/her work?
21. **Effectiveness Under Stress:** There are some positions where pace, pressure, and tempo are constantly demanding. Is the employee capable of meeting rapidly changing deadlines? Can the person produce an acceptable volume and quality of work in an emergency? Is the work generally organized well enough to meet unforeseen contingencies? Before marking

this factor, consider whether stress is inherent in the position or results from the employee's failure to properly plan and organize his/her work.

22. **Appearance of Work Station:** Refers to the neatness and efficient arrangement of work areas. Does the appearance of the employee's work station affect the quality of work conducted there? Does the appearance of the work station contribute to a desirable work atmosphere or a proper public image?

Basic Skill Factors for Instructional Aides

23. **Reading Comprehension:** The level of reading skills an instructional aide is required to have must be at least equal to the competency level required of high school seniors. It is important to observe the actual performance of instructional aides as they demonstrate their reading skills with students, in order to certify, through the evaluation, that the instructional aide possesses this skill.
24. **Writing:** The level of writing skills an instructional aide must achieve is to be at least equal to that required of high school seniors. Samples of instructional aide writing should evaluate, either through their work with students or work with staff. Through the evaluation instrument, you are certifying that the instructional aide possesses writing skills at least equal to those of high school seniors.
25. **Mathematics:** The level of mathematics skills an instructional aide must achieve should be at least equal to that of high school seniors. It is important to observe the actual performance of instructional aides as they demonstrate math skills with students in order to certify, through the evaluation instrument, that they possess this skill.

For Employees Who Supervise Others

If the employee does not qualify to be evaluated as a supervisor but does give work direction, field supervision, or is responsible for performing tasks which of necessity include some supervisory factors, the following factors may be utilized to evaluate

26. **Planning and Organizing:** Knowledge, talent, and mental effort are required in planning and organizing the work of subordinates. Does the supervisor constantly keep alert to possibilities of work simplifications? How well does the person analyze and then put into effect improved and more efficient work processes? Does the employee plan improvements or changes and effect them in a logical and systematic manner?
27. **Trains and Instructs:** Training refers to orientation of new employees or to the demonstration and exploration of technical methods, procedures and rules in which a new employee cannot be expected to be competent. It also refers to introducing permanent employees to changing materials, methods, procedures, and techniques, as well as improving basic qualifying skills to their highest potential level. Instructing, while allied to training, refers more to day-to-day or periodic surveillance and supervision of employee

performance. It may be an occasional word about such things as telephone techniques or how to put a sharper edge on a cutting tool; or it may be a planned periodic get-together of a small group of employees in which effective methods, techniques, and standard procedures are explained, demonstrated, and reviewed. Does the supervisor plan and carry out a program of orientation and training of new employees? Does he/she provide for the correction of any technical skill deficiencies in new employees? Does the supervisor provide training for permanent employees in new methods and procedures? Does he/she assist employees in self development programs?

28. Leadership: Does the supervisor spur subordinates to their best efforts through example and force of personality rather than by relying on the authority of their position? Does he or she mold them into a group or team whose cooperative and willing endeavors surpass their individual performances collectively? Does the intelligent exercise of leadership create an atmosphere in which employee attitudes are optimistic and positive, in which production potentials are consistently realized, and in which the goals of the organization are consistently met or exceeded?
29. Judgment and Decisions: Refers to the practical exercise of authority and responsibility by the supervisor. Does the supervisor exhibit firmness and fairness in judgments affecting employees? Is he/she accurate in making judgments affecting functional goals? Does the supervisor cause resentment or other adverse reactions to decisions because of poor timing or the manner in which they are stated? Are the judgments always in accord with the best interests of the District?

Ceres Unified School District

Instructions for use of the Classified Personnel Performance Evaluation

General Instructions:

1. After marking lightly with pencil each factor in FACTOR CHECK LIST, the evaluator should review the report with his own principal or department head, if any. Markings and comments shall be typed or printed in ink. The supervisor shall review the ratings with the employee in a private meeting. All signatures shall be in ink. Changes and corrections shall be initialed by the employee and the supervisor.
2. If space is inadequate, attach a dated and signed statement to each copy of the Performance Evaluation.
3. Due dates shall be observed.
4. Unscheduled performance evaluations may be made when deemed necessary.
5. See Article 11 of the Ceres Classified Employees Contract for clarification and definition of ratings factors.
6. All performance evaluations in an employee's Personnel Department file are subject to review by principals or department heads whenever the employee is being considered for transfer or promotion.

Explanation of Factor Check List Ratings:

Meets Standards:	Consistently competent performance meeting standards in all critical factors for the position.
Needs Improvement:	Total performance periodically or regularly falls short of normal standards. Specific deficiencies should be checked in the "Needs Improvement" column and documented in Section "B". This evaluation indicates the supervisor's belief that the employee can and will make the necessary improvement.
Not Satisfactory:	Performance clearly inadequate in one or more critical factors should be checked in the "Not Satisfactory" column and documented in Section "C". Employee has demonstrated inability or unwillingness to improve or meet standards. Performance not acceptable for position held.

Instructions for Completing Sections:

SECTION A:	Use this section to explain performance which is consistently well above the standard expected.
SECTION B:	Use this section to explain "Needs Improvement" check marks. Record here any specific reasons for work performance deficiencies or job behavior requiring improvement or correction.
SECTION C:	Use this section to explain "Not Satisfactory" check marks. Record here specific unsatisfactory work performance or job behavior.
SECTION D:	Use this section to record specific goals or improvement program to be undertaken during next evaluation period.
SUMMARY EVALUATION:	Check overall performance here, taking into account all factors and total performance over the full period of serving being evaluated.
SIGNATURES:	Both supervisor and employee shall date and sign report. The employee's signature indicates that a private conference has been held and report thoroughly reviewed. Refusal to sign report shall be recorded.

CERES UNIFIED SCHOOL DISTRICT

CLASSIFIED PERSONNEL PERFORMANCE EVALUATION

EMPLOYEE EVALUATION PERIOD FROM _____ TO _____

CLASSIFICATION TO ☐ 1st Prob. ☐ 2nd Prob. ☐ Annual ☐ Unscheduled ☐ Short Term

MEETS STANDARDS	NEEDS IMPROVEMENT	NOT SATISFACTORY	Factor Check List: Please read instructions on next page. Check each factor in the appropriate column. Checks in the "needs improvement" and "not satisfactory" columns must be supported by comments in section "B" and "C".
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. Observes Work Hours
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. Attendance
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. Grooming and Dress
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. Complies with Rules
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. Safety Practices
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6. Quality of Work
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7. Volume of Acceptable Work
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8. Work Judgements
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9. Plans and Organizes
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10. Knowledge of Work
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11. Meets Assignment Deadlines
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12. Accepts Direction
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13. Accepts Change
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14. Accepts Responsibility
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	15. Operation and Care of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16. Initiative
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17. Public Contacts
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	18. Pupil Contacts
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	19. Employee Contacts
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	20. Job Skills Level
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	21. Effectiveness Under Stress
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	22. Appearance of Work Station
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	BASIC SKILL FACTORS FOR INSTRUCTIONAL AIDES
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	23. Reading Comprehension
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	24. Writing
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	25. Mathematics
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	FOR EMPLOYEES WHO SUPERVISE OTHERS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	26. Planning and Organizing
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	27. Trains and Instructs
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	28. Leadership
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	29. Judgement and Decisions

White - Personnel Yellow - Supervisor Pink - Employee

SECTION A - EXCEEDS STANDARDS COMMENTS

SECTION B - RECORD SPECIFIC WORK PERFORMANCE DEFICIENCIES OR JOB BEHAVIOR REQUIRING IMPROVEMENT OR CORRECTION AND IMPROVEMENT PLAN

SECTION C - RECORD SPECIFIC NON SATISFACTORY WORK PERFORMANCE DEFICIENCIES OR JOB BEHAVIOR - REMEDIATION PLAN REQUIRED

SECTION D - RECORD SPECIFIC GOALS/AREAS FOR GROWTH TO BE UNDERTAKEN DURING NEXT EVALUATION PERIOD

***SUMMARY EVALUATION - CHECK OVERALL PERFORMANCE**

☐ Effective ☐ Requires Improvement ☐ Not Satisfactory ☐ Remediation Plan Attached

Rating, Review and Comments Made By:

Supervisor's Signature/Print _____ Date _____

Title _____

Employee's Signature _____ Date _____

Employee's Comments _____

I certify that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement.
 *A copy of this document will be placed in your personnel file at the end of ten (10) calendar days. You have the right to respond and your written comments will be attached and also made part of your file.

**Ceres Unified School District
REMEDIATION PLAN – Classified**

Page _____ of _____

Employee _____ Site _____

Position/Subject/Grade Level _____ Date _____

This Action Plan addresses the following four areas and is to be attached to Classified Personnel Performance Evaluation.

Dated: _____

- | | | |
|----|--|---|
| a. | Areas where improvement is needed | c. Specific plans of assistance |
| b. | Specific suggestions for improvement of noted deficiencies | d. Method for assessment of improvement |

Evaluator Signature

Name/Title

Date

Employee Signature

Name/Title

Date

DISTRIBUTION: Original: Attach to original observation form or evaluation report.
 One copy to: Evaluator
 One copy to: Employee

ARTICLE XII – DISCIPLINARY ACTION

A. Definition

1. Disciplinary action, as used in this article includes, but is not limited to dismissal, demotion, suspension, temporary reduction in hours or reassignment without the permanent employee's voluntary consent. This article shall not limit the District's right to evaluate or reprimand orally or in writing or to counsel employees. Nor shall anything in the District's evaluation procedures limit the District's right to discipline employees pursuant to this article subject to appeal procedures below.
2. Bargaining unit employees with permanent status shall be subject to disciplinary action only for just cause. The Governing Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

B. Progressive Discipline

1. The District shall endeavor to impose discipline on a progressive basis. Isolated misconduct or performance problems will result in the employee being, first, orally counseled and/or provided with written warning regarding the conduct giving rise to potential disciplinary action. The employee may submit a response or rebuttal to the written reprimand or warning which will be retained in the record along with the reprimand. The reprimand or warning is not subject to the grievance procedure.
2. It shall be the goal of the District and the employee to correct deficient behavior without the imposition of severe discipline. After initial counseling and/or warning, subsequent incidents of misconduct or deficient performance may result in more severe discipline, up to and including termination, without further written warning.
3. Notwithstanding the provisions of this article, the Superintendent may, without prior counseling and/or written warning, initiate severe disciplinary action (i.e., suspension, demotion, termination) when the employee's misconduct is of such a serious nature as to necessitate the imposition of suspension, demotion or termination, without the benefit of prior written counseling or warning.
4. Whenever possible the District will endeavor to assist the employee in correcting deficient performance or incidents of misconduct. However, it shall be the employee's ultimate responsibility to respond to notice of deficiencies or misconduct. An employee's failure or refusal to respond to, or correct incidents of misconduct or deficient performance, after oral or written notice, shall be grounds for further disciplinary action.

5. Suspension

- a. An oral reprimand and/or a written reprimand or warning shall be given to an employee concerning his/her misconduct or deficient performance prior to any subsequent suspensions being given to him/her. In instances where the Superintendent believes that a written reprimand or warning is inappropriate due to the nature of the misconduct, the Superintendent may initiate suspension, demotion or termination without a prior written reprimand or warning.
- b. The employee shall be notified in writing regarding a proposed suspension. Said notice shall contain a statement of specific acts and omissions upon which the suspension is based, a statement of the cause or causes for the action taken, a statement of the beginning and ending dates of the suspension and a statement that the employee has the right to discuss informally a proposed suspension with the Superintendent or his/her designee prior to the suspension.
- c. Notwithstanding other provisions of this Article, an employee against whom disciplinary action is to be taken may be immediately suspended with pay upon verbal notification pending a hearing. This verbal notification shall be followed by service upon the employee of the written notice set forth in Section D(3) Written Notice.

C. Causes for Discipline of a Permanent Employee

The District may discipline permanent employees for just cause, including, but not limited to the following provisions:

1. Falsifying any information supplied to the District. This includes, but is not limited to, information supplied on application forms, employment records, time sheets or cards, absence forms or any other district records.
2. Incompetence or inefficiency in performance of the duties of his/her position.
3. Carelessness or negligence in the performance of his/her work duties or in the care of District property.
4. Abandonment of position. Three days absence without leave shall be deemed abandonment and shall result in a voluntary resignation.
5. Absence without leave, repeated tardiness, excessive absenteeism, including abuse of illness or other leave provisions.
6. Immoral conduct, including, but not limited to, egregious misconduct that is the basis for a sex offense as defined in Education Code 44010. A controlled substance offense as defined in Education Code 44011, or child abuse and neglect as described in Penal Code 11165.2-11165.6.

7. Conduct that constitutes a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c).
8. Insubordination.
9. Possession or consumption of alcohol or any controlled substance while on duty or in such close time proximity thereto as to cause any detrimental effect upon pupils, upon the employee or upon employees associated with him/her.
10. Knowingly providing verbal or written confidential information to an unauthorized person or persons.
11. Dishonesty or theft, including deliberate destruction, damage or removal of District or another person's property.
12. Actively working for any political party or cause during assigned work hours.
13. Unauthorized use, or misuse, of district supplies, materials, facilities, equipment or other property.
14. Willful or persistent violation of the Education Code or district rules, policies or procedures. This shall also include violation or refusal to obey safety rules or regulations made applicable to public schools by the Board of Education or by an appropriate state or governmental agency.
15. Failure to fulfill any ongoing condition of employment including, but not limited to, maintenance of any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.
16. Discourteous, offensive, or abusive conduct or language toward the public, a pupil, or another officer or employee of the District.
17. Physical or mental condition, which precludes the employee from the proper performance of duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law.
18. Unlawful discrimination, including harassment, against any student or other employee.
19. Retaliation against any person who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on or directly related to the job.

20. Any cause set forth in the California Education Code which mandates discipline or dismissal.

D. Procedure for Imposing Disciplinary Action on an Employee

1. Informal Conference

An employee against whom the disciplinary action is being considered may be requested to attend a conference with the immediate supervisor and his/her designee prior to official written notification or any recommended disciplinary action. At such conference, the employee shall be informed orally of the specific disciplinary action being considered as well as the reasons therefore and be given an opportunity to respond thereto. At such a conference, the employee may represent himself/herself and/or be represented by a CSEA representative. Holding such an informal conference is discretionary with the District and the failure to do so shall not invalidate any disciplinary action taken pursuant to this regulation.

2. Formal Conference

An employee against whom disciplinary action is being considered may be directed to attend a formal conference with the Superintendent or his/her designee (Skelly Officer). The (Skelly officer) shall not have been a party to the investigation or drafting of the charges against the employee. A minimum of five (5) working days before such formal conference, the employee shall be provided written charges of the specific disciplinary action being considered as well as the reasons therefore. At the formal conference, the employee shall be given an opportunity to respond and request a hearing before the Governing Board. The employee may represent himself/herself and/or be represented by CSEA representative(s). Notwithstanding, Section D(3) Written Notice, the Skelly officer will determine whether the recommended discipline should proceed further or be modified or withdrawn after the formal conference or the employee's refusal or failure to attend the formal conference. The employee shall be entitled to appeal the Skelly officer's imposition of disciplinary action and/or to contest the specific acts and omissions upon which the disciplinary action is based pursuant to the terms in this Article.

3. Written Notice

After meeting with the employee or considering the employee's written response, if the Skelly officer determines that the recommended discipline should proceed, the Superintendent or designee shall send the employee a notice of the recommended action, a statement of charges, and the results of the Skelly hearing. This written notice of disciplinary action shall be deemed sufficient if personally delivered or sent to the employee by certified mail, return receipt requested, at least five (5) calendar days prior to the date when the disciplinary action is proposed to be effected.

The contents of the written notice may include, but need not be limited to, the following:

- (a) A statement in ordinary and concise language, of the specific acts and omissions upon which the disciplinary action is based;
- (b) A statement of the cause, or causes, for the action taken;
- (c) If it is claimed that the employee has violated a rule or regulation of the District, a statement of the rule or regulation;
- (d) A statement of the discipline proposed, including beginning and ending date(s) if appropriate;
- (e) A statement that the employee may file a request for a hearing before the Governing Board directly with the Superintendent or his/her designee.

E. Appeal Process – Request for Hearing

- 1. To dispute the proposed charges or the proposed penalty, the employee must file a request for a hearing with the Superintendent. He/she may file a request by signing and dating the “Request To Be Heard” form and returning it to the Superintendent within five (5) days, either personally or by certified mail, return receipt requested.
- 2. The Request To Be Heard form will be enclosed with the notice.
- 3. If the employee does not respond pursuant to one (1) above, the District will impose the discipline as noticed.

F. Association Representation

The employee may represent himself/herself and/or may request the presence of an Association representative at any meeting scheduled by an administrator where disciplinary action is the subject of investigative questioning.

G. Hearing

- 1. If the employee served with a recommendation for disciplinary action files a timely request for hearing, the Governing Board may conduct such a hearing itself or may appoint a designee to conduct such a hearing. In Lieu of holding a Board hearing on the sufficiency of the causes for disciplinary action, the Board may delegate its authority to an impartial third-party hearing officer. When the matter is heard by a third-party hearing officer, the Board retains the authority to review the determination and to adopt or reject the recommended decision. (Education Code 45113)
 - (a) Such designee may include, but is not limited to, a hearing officer (e.g., an Arbitrator chosen from seven (7) names provided by American Arbitration Association or an Administrative Law Judge). An Arbitrator shall be selected by mutual agreement or by alternately striking names. The Administrative Law Judge will be obtained through the Office of Administrative Hearings.

- (b) CSEA and the District will share equally the payment of all costs, including payment for the services and expenses of the arbitrator, administrative law judge and the court reporter.
 - (c) Any decisions rendered by such a designee shall be advisory to the Board. If the Board rejects or modifies the proposed decision, the District shall pay all costs enumerated in Section G.1(b) above.
- 2. If an employee requests a hearing and subsequently fails to appear at such hearing, the employee shall be deemed to have waived any right to participate or be represented at the hearing and action may be taken without further notice to the employee, based upon the recommendation of the Superintendent, and previously served upon the employee.
- 3. The hearing shall be conducted in closed session unless the employee requests a public hearing.
- 4. At such hearing, the employee shall be entitled to represent himself/herself, and/or to be represented by the association to introduce relevant evidence on his/her behalf, to cross-examine witnesses and to challenge evidence presented by the District.
- 5. The employee shall be compensated for the period of suspension without pay or dismissal in the event the Governing Board determines that the employee should not have been subject to immediate disciplinary action as defined above in Section D(2) Formal Conference above.

H. General Provisions

- 1. Suspensions pursuant to this Article shall not reduce or deprive the employee of seniority or benefits.
- 2. A proposed or imposed disciplinary action may be settled at any time. The terms of such settlement shall be reduced to writing. An employee shall, if requested by the employee, be granted a reasonable amount of time to have the proposed settlement reviewed by his/her chosen representative prior to signing it.

ARTICLE XIII – GRIEVANCE PROCEDURE

A. Definitions

1. A “grievance” is any alleged violation, misinterpretation, or misapplication of this Agreement.
2. A “grievant” is an employee or CSEA.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept informal and confidential on a need-to-know basis.
2. Nothing contained herein will be considered as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by CSEA, provided that the adjustment is not inconsistent with the terms of this Agreement, and that CSEA has been given an opportunity to be present at such adjustment and to state its views.
3. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximum and every effort should be made to expedite the process. The time limits may, however, be extended by mutual consent.
4. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the school year could result in harm to the grievant, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year, or as soon as agreed to by all parties involved.

C. Grievance Resolution

When an employee has a grievance, it shall be presented in the following manner:

1. Level I – Informal Conference

The employee shall first discuss a complaint within fifteen (15) working days of the event causing the complaint or the date from which he/she should have known of the event in an informal conference with the appropriate principal or immediate

supervisor, either directly or in the company of CSEA's designated grievance representative with the objective of resolving the matter informally.

2. Level II – Formal Conference with the Appropriate Principal or Immediate Supervisor

If the grievant is not satisfied with the disposition of the complaint through the informal procedure at Level One, he/she must submit his/her claim as a formal grievance, in writing, to the appropriate principal or immediate supervisor within ten (10) working days of the informal conference. His/her claim should include the following:

- (1) A clear, concise statement of the grievance, including the specific provisions of this Agreement or Board policies or regulations which were alleged violations.
- (2) A list of the persons involved.
- (3) The circumstances (dates, places, times) on which the grievance is based.
- (4) An outline of actions taken to adjust the complaint.
- (5) The grievant may attach supporting documents.
- (6) A list of the specific actions which the grievant believes would best remedy his/her grievance.

The appropriate principal or immediate supervisor shall communicate his/her decision to the employee in writing within five (5) working days after receiving the grievance.

3. Level III – Appeal to the District Superintendent (or his/her designee)

- a. If the parties do not agree at Level II the grievant may appeal in writing to Level III, within ten (10) working days of receiving the decision.
- b. The District Superintendent or his/her designee shall confer informally with the grievant and the appropriate principal or immediate supervisor within ten (10) working days.
- c. The District Superintendent or his/her designee shall communicate the decision to the grievant and the appropriate principal or immediate supervisor five (5) working days after the final meeting with the participants.

4. Level IV – Mediation

If the grievant is not satisfied with the disposition of his/her grievance at Level III, the grievant may move to Level IV. He/she may, within ten (10) working days after a decision by the appropriate principal or immediate supervisor request that CSEA submit his/her grievance to a mediator. CSEA, by written notice to the Superintendent within ten (10) working days after receipt of the request from the grievant, may initiate the process of selecting a mutually acceptable mediator to mediate.

The mediator shall be agreed upon by both parties and selected from a list provided by the California State Mediation and Conciliation Service. If the parties cannot mutually agree upon a mediator, the parties shall alternately strike the name of a mediator from the list until one is left. This person will serve as mediator. The party who strikes the first name from the list shall be selected by lot. Mediation shall begin as soon as possible, from the date this step was initiated. The objective shall be to bring the two parties together in compromise or a mutually satisfactory adjustment of the dispute.

5. Level V – Board of Trustees

- a. In the case that a persistent grievance has not been resolved at Levels I, II, III and IV, the grievant may within ten (10) working days after Level IV mediation has concluded request the Superintendent forward the Record of Grievance to the Board of Trustees.
- b. The decision of the Board shall be communicated in writing to the employees involved with copies to the Superintendent and appropriate principal and/or immediate supervisor within 1-3 regular Board meetings after receiving the grievance. The decision of the Board of Trustees shall be final.

D. General Provisions

1. An employee at any point in the grievance process may be accompanied by a CSEA representative.
2. An employee may process a grievance or serve as a CSEA Representative without prejudice or reprisal of any kind being taken against such employee. Neither shall employees harass, intimidate, or pressure a member of the administrative staff before, during, or after a complaint of grievance.
3. An employee of the school district required to absent himself from his duties to participate in scheduled conferences or hearing shall not suffer any loss of pay.

Authorization for such absence on a reasonable basis shall be granted by the District.

4. All proceedings, at any levels, shall be confidential on a need-to-know basis.
5. A decision rendered at any step in these procedures becomes final unless appealed within the time limit specified. If a decision is not given within the time limit, an appeal may be taken directly to the next level.
6. Disposition of records – Two (2) copies of all records of proceedings shall be retained: one in a special Grievance File maintained by the District and one in the CSEA File. Both shall be confidential. The file shall be open to the parties involved.
7. Any timelines may be extended in writing by mutual consent.

ARTICLE XIV – TRANSFERS AND PROMOTIONS

A. Consideration

Employees are encouraged to apply for any job vacancy within the District which can be considered a transfer or a promotion after the announcement for the position vacancy. District employees will be given first consideration for any vacancy for which they might be qualified. First consideration means that regular employees will be granted an interview if they meet the minimum qualifications as stated in the job description. It may be necessary for employees to fill out the long form of the job opening in order to determine if employees meet the minimum qualifications.

The interview schedule shall identify all internal candidates as such and will identify their current classification in the District.

Short Term/Temporary Assignments

When a position within a school site or department becomes temporarily vacant, and the supervisor determines that it is in the best interest of that site or department to fill that position, then the supervisor will advertise the position to be temporarily filled within the site or department. If two or more bargaining unit members, who currently hold a position related to the vacant position, wish to work in an “acting status” for that position, the employee with the greatest district seniority will be selected based on satisfactory performance evaluations and supervisor discretion. Said discretion shall not be applied in an arbitrary or subjective manner. The “acting status” employee may be removed from that position upon unsatisfactory performance, or when the position is filled. The removed employee shall be returned to their original position.

B. Posting of Notices

1. Posting of Notices

Notice of all classified job vacancies shall be advertised within the District by email and posting at each District site in accessible locations.

2. Posting Period

The job vacancy notice shall remain posted for a period of ten (10) days during which the employee may file for the vacancy on Ed-Join.

3. Notice Contents

The job vacancy notice shall include: job title, job description, the number of hours per day, months per year assigned to position, the salary and when possible, the site and/or grade level.

4. Employee-Initiated Job Site Transfer

When a new position is created or an existing position becomes vacant, the District shall give consideration to employees in the District serving in the same class. Any employee may apply for transfer to that position by filing a written notice with the Personnel Department.

5. Employer-Initiated Job Site Transfer

An employee may be involuntarily transferred to meet the needs of and/or the best interests of the bargaining unit member and/or the District and must be approved by a Personnel Administrator. The district will notify CSEA prior to any employer-initiated transfer of bargaining unit member.

6. Promotions/Rate of Compensation

When an employee receives a promotion, he/she is entitled to compensation based on the lowest step on the higher range allowing a minimum increase of 2.5%, except that the employee may be placed on the last step of the appropriate range if that is the maximum allowable.

7. Probation on Promotion

- a) When a permanent employee is promoted, he/she shall serve a six (6) month probationary period and upon satisfactory completion of the probationary period becomes permanent in the new classification.
- b) If the permanent employee's performance during the probationary period in the new classification is unsatisfactory, he/she shall be reassigned to his/her former classification.
- c) A permanent employee may voluntarily ask for reassignment to a previously held position only during the six (6) month probationary period.

ARTICLE XV – PROFESSIONAL GROWTH

- A. Each year the District shall set aside a certain sum to fund education or training activities for classified employees.
 - 1. The District shall continue to set aside fifteen thousand dollars (\$15,000) for this purpose.
 - 2. Maximum reimbursement for any one employee, in any one school year, shall not exceed \$750.
- B. The Professional Growth Committee will consist of five (5) people determined by CSEA. This committee, and one person designated by the Superintendent, shall be responsible for the operation of this program.
- C. The Professional Growth Committee and the Superintendent's designee will be responsible for:
 - 1. Establishing the application process.
 - 2. Establishing the criteria for the program.
 - 3. Establishing the criteria for reimbursement.
 - 4. Advising and making certain that employees follow the District reimbursement guidelines for employee expenses.
 - 5. Recommending a budget for the next fiscal year no later than March 1st of the preceding fiscal year.
- D. The District may request employees to participate in professional development activities. Employees participating during non-work time will be compensated at their current hourly rate of pay.
- E. Specialty Certification Stipends
 - 1. The District will determine acceptability of certification.
 - 2. District determines employee who receives the stipend-must be able to perform the service as a part of their job duty. If there are two (2) or more qualified employees interested in a specialty certification stipend and all factors of the most recent Performance Evaluation are rated as meet standards, seniority will be the determining factor.
 - 3. There will be an annual stipend per certification in the amounts indicated below which will be paid in equal payments:

Accepted Certifications:

	Certification	# Allotted	Amount
1.	HVAC/Refrigeration Certification	3	\$1,819.00
2.	Electrical Certification	2	\$2,675.00
3.	Playground Safety	2	\$2,140.00
4.	Water Treatment Certification	2	\$2,140.00
5.	Pesticide Management Certification	1	\$1,819.00
6.	Welding Certification	1	\$1,819.00
7.	Fire Alarm Certification	1	\$2,675.00
8.	Lead Abatement Certification	1	\$2,140.00
9.	Back Flow Prevention Certification	2	\$2,140.00
10.	Asbestos Abatement Certification	1	\$2,140.00
11.	Data/Fiber Certification	2	\$2,140.00
12.	Pool Certification	4	\$1,819.00
13.	Energy Management System (EMS) Certification	2	\$2,140.00
14.	Health Clerk Certification	TBD	\$2,140.00
15.	Certified Locksmith	1	\$2,140.00

- The 2024-2025 values of the above certifications shall be adjusted by the prior year's increase in base salary.

4. Health Clerk Specialty Certification

- Students with exceptional needs who require health care services during the school day may be assisted by qualified designated school personnel trained in the administration of specialized health care services if they perform those services under the supervision of a certified school nurse per existing law (Ed. Code 49423.5.)
- The District shall determine the certification requirements and provide candidates with a specialized certificate to those employees who complete all the requirements for certification. District staff shall train District Health Clerks on a voluntary basis to perform and provide all specialized health care services to pupils which includes but is not limited to gastrointestinal tube feeding, catheterizations, performing finger-stick blood sugar testing and G-tube feedings.
- Employees who possess a current specialty certification and renew certifications tri-annually will receive an annual stipend and the stipend will be paid monthly. The District shall determine whether such certifications shall be utilized in order to earn the stipend. No employee shall be compelled to utilize a certification.
- The District shall have final approval regarding the selection and/or recommendation of candidates requiring training. Depending on site needs and employee performance, the District may increase/decrease the number of specialty certification stipends annually. The District retains its managerial

right under this agreement to temporarily reassign an employee to an alternative site(s). In addition, the District retains its managerial right under this agreement to remove employees from performing specialized health care services for just cause including but not limited to negligent care and/or poor employee performance at any time. The specialty certification stipend payment will cease for the subsequent month upon the employee performance at any time. The specialty certification stipend payment will cease for the subsequent month upon the employee being removed from providing services. The District will consult with CSEA prior to implementing any changes.

5. Instructional Certification Stipends

In order to increase and improve services for students the District may provide the stipends for the certifications enumerated below. Should these certifications no longer meet the needs of the district or are no longer available the district may, at its discretion remove these stipends and shall notify the association by March 1st of the school year prior to the impacted date.

- For the recertification of CUSD Instructional Norms paraprofessionals 1's, 2's & 3's are eligible for the instructional certification stipends. A stipend of \$400.00 shall be paid annually upon verification of the recertification by October 1st of the year it is to be paid.
- For the Google Certification Level 2, paraprofessionals 1's, 2's, & 3's are eligible to be paid a stipend of \$400.00 which shall be paid annually upon verification of the certification by October 1st of the year it is to be paid.

ARTICLE XVI – LEAVES

A. General Policies

1. The District, at any time, may require adequate confirmation of stated reasons for leaves. For six (6) or more consecutive days of personal illness/extended illness a Report of Extended Leave/Accident form will be required. However, a doctor's note is sufficient in lieu of the Report of Extended Leave/Accident form if it contains all of the necessary information listed on the form.
2. Any employee on leave of absence may not be gainfully employed by any other employer without the prior consent of the District.
3. The District may require an examination, at District expense, to confirm fitness to resume employment.
4. An employee who fails to return to work at the expiration of approved leave and who fails to notify the District shall be deemed to have abandoned his/her position.
5. No absence under any paid leave provisions of this Article shall be considered as a break in service for any employee who is in paid status and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

B. Personal Illness and Injury Leave (Sick Leave)

1. Every employee in paid status is entitled to one day of sick leave per month. Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day. The unused sick leave shall accrue from year to year of employment.
2. Combined position of Noon Duty/Crossing Guard, refer to Article XXV.
3. Regular school term or ten (10) month classified employees working breaks, refer to Article XXV.

C. Job Attendance Incentive

An employee who uses five (5) or fewer days of sick leave and/or personal necessity leave in any one school year (July 1 – June 30) shall be awarded one additional vacation day which will be reflected in the eligible employees' leave balance no later than November of the succeeding year, to be used in the following year. Employees who do not accrue vacation (e.g., 10 month and school term) will be paid for an additional day which will be presented in November of the succeeding year.

D. Extended Sick Leave

Once each year an employee will receive a credit of one hundred (100) sick days, which includes a combination of full paid sick days and the remainder at fifty percent (50%) paid sick days. The paid sick leave provided for under this section shall be non-cumulative and exclusive of any other paid leave, holidays, vacation or compensatory time to which the employee may be entitled.

E. Bereavement Leave

1. An employee shall be entitled to a Bereavement Leave on account of the death of any family member of his/her immediate family as follows:
 - a. For in-state travel or travel less than three hundred (300) miles one way:
 - The employee is entitled to bereavement leave not to exceed three (3) paid work days of bereavement leave.
 - The employee may add up to two (2) additional unpaid days or may use any accrued and available personal leave, including compensatory leave.
 - b. For out-of-state or travel of more than three hundred (300) miles one way is involved:
 - The employee is entitled to bereavement leave not to exceed five (5) paid work days. Documentation required for five (5) days to verify distance, e.g. electronic obituary.
 - c. Bereavement leave shall only be taken in full day increments and is available within three (3) months of the death of any of his/her immediate family.
2. Bereavement leave shall be granted for the death of the following:
 - a. The employee's spouse;
 - b. The natural, step, or foster parent, child, sibling, grandchild, grandparent of the employee or the spouse of the employee;
 - c. The son-in-law, daughter-in-law, brother-in-law, or sister-in-law of the employee or the employee's spouse;
 - d. The parent or grandparent of the employee's child, any relative living in the immediate household of the employee, or any other person who reared the employee in lieu of the parents.

F. Industrial Injury and/or Industrial Illness Leave

1. The benefits provided by these rules and regulations shall be applicable to employees upon employment.
2. Employees who sustain an injury or illness arising directly out of and in the course of their employment with the District and accepted by the District Workers' Compensation carrier as a valid claim, shall be eligible for a maximum of sixty (60)

working days paid leave in any one (1) school year per accident.

3. The leave under these rules and regulations shall commence on the first day of absence.
4. Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee.
5. This leave shall not be accumulated from year to year. When an industrial accident or illness occurs at a time when the sixty (60) days will overlap into the next school year, the employee shall be entitled to only the amount remaining at the end of the fiscal year in which the industrial injury or illness occurred for the same illness or injury.
6. Payment for wages lost on any day shall not when added to an award granted under the Workers' Compensation laws of this state exceed normal wage for the day. Industrial accident and illness leave will be reduced by one day for each day of authorized absence regardless of the compensation award made under the Workers' Compensation.
7. Industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When the entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave will be used. If, however, an employee is still receiving temporary disability payments under the Workers' Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave which when added to the Workers' Compensation award provides for a day's pay at the regular rate of pay.
8. Employees have the option of seeing a personal physician only when prior to the date of an on-the-job injury or illness the employee has completed and given to the District Personnel Office, the Workers' Compensation Physician Request Form.
9. If an employee does not have on file in the District Personnel Office the completed Workers' Compensation Physician Request Form, the claim for payment of Workers' Compensation medical attention by private physician shall be denied by District Workers' Compensation Insurance.
10. Any employee receiving benefits as a result of this article shall, during the period of injury or illness, remain within the State of California unless the District authorizes travel outside the state.
11. When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed in re-employment status for a period of thirty-nine (39) months.
12. When available, during the thirty-nine (39) month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all

other available candidates except for a re-employment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate regulations.

An employee who has been placed in thirty-nine (39) month re-employment status, as provided herein, who has been medically released for return to duty and who fails to communicate within five (5) working days acceptance of an appropriate assignment may be dismissed.

G. Personal Necessity Leave

Use of seven (7) days of sick leave per year as earned in the Personal Illness and Injury Leave Section may be used by an employee, for the personal necessities listed below.

Classified employees shall submit a notice of intent to use Personal Necessity Leave with a stated reason to their supervisor at least one (1) day prior to the beginning date of the leave except as noted below. Two (2) additional sick days may be used annually as “no tell” days, for which the employee does not need to provide a reason for the absence.

Personal Necessity (other than “no tell” days) means any crucial personal business for which the Classified employee’s presence could not be avoided or delayed to a non-work time. Personal Necessity Leave may not be used for recreational activities or for seeking or engaging in other paid or unpaid employment. “No tell” days must be used in full-day increments. This benefit is not accumulative from year to year.

1. The death of a member of the employee’s immediate family, as defined in the Bereavement Leave Section, when additional leave is necessary. (Prior approval not required).
2. The death of a person not in the immediate family as defined in the Bereavement Leave Section. (Prior approval not required).
3. As a result of an emergency, accident, illness, or medical need, involving an employee’s person or property or the person or property of his/her immediate family. (Prior approval not required).
4. When resulting from an appearance in any court or before any administrative tribunal as a litigant.
5. With prior approval, business transactions or other activities which require the presence of the employee.
6. With prior notice for the adoption of a child.
7. With prior approval, other personal and compelling concerns except for recreational activities, or for seeking or engaging in other paid or unpaid employment. The leave is limited to one (1) day per occurrence.

H. Personal Leave

The District may grant a Personal Leave to employees. Such leave shall be one hundred percent (100%) salary deducted up to five (5) days per year and must be preapproved by a Personnel Administrator. Use of Personal Leave shall not affect the accrual of vacation.

I. Unpaid Leaves

1. Any employee who has attained permanent status within the District may, at the discretion of the Board of Trustees, be granted up to a one (1) year leave of absence without pay. If leave exceeds one month, the District will not pay fringe benefits. Unpaid leave may be used for, but not limited to, the following reasons:
 - a. Employee Illness – The District may require a doctor’s verification.
 - b. Illness in the Immediate Family – The immediate family is defined in the Bereavement Leave section. The district may require a doctor’s verification.
 - c. Child care following six (6) weeks Child Care Leave.
 - d. Educational reasons.
 - e. To extend Personal Necessity Leave when additional leave is needed.
 - f. Other reasons as approved.
2. While on unpaid leave, an employee shall not accrue vacation, illness or injury leave and/or shall not be entitled to any other leave of absence.
3. An employee will be reinstated in the same job classification and in the same position if the leave is six (6) months or less and the employee returns at the end of the leave. If the leave is for more than six (6) months and/or the employee returns before the end of his/her leave, the employee shall be reinstated in the same classification at the same number of hours.
4. An employee on unpaid leave of more than one month shall have the right to continue to participate in the District fringe benefit program as long as he/she pays the premium for those benefits.
5. A leave of absence may be granted to any employee on an unpaid basis at any time upon any terms acceptable to the District and the employee.

J. Maternity Leave (sick leave and/or extended illness leave)

The District shall provide for a leave of absence from duty for any classified employee of the District who is required to be absent from duties because of pregnancy, miscarriage,

childbirth, and recovery there from. Classified employees shall use their accumulated sick leave and extended illness leave during such leave of absence.

K. Pregnancy Disability Leave

Disabilities caused by or contributed to by pregnancy, miscarriage, childbirth or recovery thereof are considered temporary disabilities covered by sick leave up to a maximum of four (4) months. The date on which the employee is unable to continue to work and the date on which the employee is able to resume work shall be verified by the employee's physician. An employee must exhaust all paid leaves (including accumulated vacation) prior to taking this leave in unpaid status.

L. Military Leave

An employee shall be entitled to any mandated military leave and shall retain all rights and privileges granted by law while on this leave. Verification of mandated military leave must be furnished to the District Personnel Office at least two weeks prior to the employee's departure except in an emergency call-up.

An employee in good standing with the District, who voluntarily joins the military, may be granted the opportunity to be placed on a 24-month re-hire list upon receiving an honorable discharge. The employee will need to show proof of service and honorable discharge prior to being placed on the 24 month rehire list. Within 3 months of discharge, and no more than 4 years and 3 months of resigning from the District, the employee must provide evidence of fitness for duty and request to be placed on the 24 month rehire list. The employee will have the same re-employment rights as any other employee on the 24-month re-hire list.

M. Jury Duty Leave

An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee regular salary subject to forfeiture of jury duty allowance excluding meals, mileage, and/or parking allowance upon receipt of jury duty service verification. If the employee is released from jury duty during work hours, at least two (2) hours before the end of his/her work shift, then the employee shall return to work. If the majority of the employee's work shift is after 3:00 p.m., and the employee served four (4) or more hours of jury duty that day, then the employee will not be required to report to work at that night. If the employee's work day begins two (2) hours or more before the beginning of jury duty, the employee should report to work at their assigned time and leave in time to report for jury duty. If an employee serves on jury duty and is directed to work before or after regular work hours, overtime is recorded at time and a half as if the employee was at work all day.

N. Administrative Leave

The District may grant a classified employee a paid leave. Such leave shall be for a maximum of one (1) school year. In some cases, a statement by the employee's physician shall be furnished if the District requests it regarding eligibility for the leave.

O. Sick Child / Parent /Spouse

Employees may use up to six (6) days total per year of their Kin Care leave for a sick child, parent, spouse, parent in-law, grandchild, grandparent, grandparent in-law, registered domestic partner, or sibling.

P. Family Care Leave/ CFRA (California Family Rights Act) Child Bonding Leave

For employees who have worked in the District for no less than twelve (12) months prior to the date leave is to commence and have worked one thousand two hundred and fifty (1,250) hours in the twelve (12) months preceding the leave, the District shall grant a Family Care Leave of up to twelve (12) weeks per fiscal year of unpaid leave, after all other available paid leaves are exhausted. Leave may be requested for (1) the birth, adoption or foster care placement of their child*, (2) for the serious health condition of their child, spouse or parent, or (3) for their own serious health condition that keeps them from performing their job. Family Care Leave can be denied if it constitutes an undue hardship upon District operations and if advance leave notice and medical certification are not provided.

As a part of the process of requesting family care leave, employees must use all of their accrued sick leave and vacation in lieu of using unpaid leave.

Employees who are granted such leave shall be employed in the same or a comparable position upon returning from family care leave. Group health insurance coverage for an employee on Family Care Leave will be maintained at the same level as before the leave was taken and on the same terms as if the employee had continued to work. Any share of premiums paid by the employee prior to taking the leave will continue to be the employee's responsibility during the leave.

*Under CFRA, employees who have exhausted their sick leave and have been employed no less than twelve (12) months who wish to receive time off for "child bonding" following the birth, adoption or foster care placement of their child, such time off shall be at the differential rate of pay. Such differential pay shall not take effect until all other available leaves are exhausted and the total time off for "child bonding" shall not exceed 12 weeks within any 12-month period and shall be in accordance to the terms of the California Family Rights Act.

Q. Catastrophic Donations During Extended Leave

In the event a classified employee, spouse, child or member of the employee's family experiences a catastrophic illness or injury which exhausts all other sick leave or fully paid time off, vacation and comp time, except extended illness leave, he/she (or appropriate representative) may apply for a catastrophic illness leave by obtaining a physician's verification and submitting the verification to the Catastrophic Leave Committee chairperson.

1. "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a

member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.

2. A Catastrophic Leave Committee, composed of the Assistant Superintendent, Personnel, the chairperson; the applicant's supervisor; and two (2) members of the CSEA appointed by the president. The committee shall consider all pertinent factors and the decision of the committee shall be final.
3. Any district classified employee may anonymously donate a specific number of hours of his/her accumulated sick leave to an eligible employee on a case-by- case basis. All transfers of eligible leave credit are issued to a specific individual, are irrevocable and must be in full hour increments. The employee donating sick leave must retain a minimum of one (1) year or twenty percent (20%) of their current sick leave hours whichever is greater. Donors will be notified of hours used and unused hours will be returned.
4. An employee who receives paid leave pursuant to this section shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this section.

Hours will be deducted from donors one hour at a time until all hours donated have been used or the employee no longer needs catastrophic leave.

This provision shall be reviewed annually.



CLASSIFIED EMPLOYEES—LEAVE OF ABSENCE REQUEST

Reference – CSEA Articles of Agreement XVI

Employee Name: _____ Alt ID#: _____ Site: _____

Position(s): _____ Date: _____

Date(s) Of Absence: _____ Total: _____ Days _____ Hrs.

(*)PRIOR APPROVAL REQUIRED BY ASSISTANT SUPERINTENDENT, PERSONNEL

Employees are responsible for tracking their own time.

PERSONAL NECESSITY

Up to 7 days annually, taken from sick leave. If no sick leave available – 100% pay deduction.

- ☐ 1. Death of a member of the employee's immediate family, as defined in the Bereavement Leave Section, when additional leave is necessary.
- ☐ 2. Death of a person not in the immediate family as defined in the Bereavement Leave Section.
- ☐ 3. As a result of an emergency, accident, illness or medical need, involving an employee's person or property or the person or property of his/her immediate family: **Explanation Required:** _____
- ☐ 4. Appearance in any court or before any administrative tribunal as a litigant.
- ☐ 5. **With prior approval**, business transactions or other activities which require the presence of the employee. **Explanation Required:** _____
- ☐ 6. **With prior notice** for the adoption of a child.
- ☐ 7. **With prior approval**, other personal and compelling concerns, except for recreational activities, or for seeking or engaging in other paid or unpaid employment. **This leave is limited to one (1) day per occurrence. Explanation required:** _____

Miscellaneous Absences

- ☐ **BEREAVEMENT:** (Paid leave for death in immediate family, relationship & location required, proof required for 5 days)
Relationship: _____ **Location:** _____
- ☐ **PATERNITY LEAVE:** (Deducted from sick leave, maximum of 3days)
- ☐ *** OTHER LEAVE OF ABSENCE - Explanation Required:** _____

Absences 6 days or more (Requires medical verification or Report of Extended Leave Form)

- ☐ **PERSONAL ILLNESS/EXTENDED ILLNESS LEAVE:** (Deducted from sick leave)
- ☐ **MATERNITY/PREGNANCY DISABILITY LEAVE:** (Deducted from sick leave)
- ☐ *** FMLA:** (Deducted at 100% of pay if sick leave not available, additional paperwork required in advance of leave)
- ☐ *** CFRA (Baby Bonding):** (Up to 12 weeks of 50% differential pay, after all other available paid leaves are exhausted, additional paperwork required in advance of leave)

Unpaid Leave of Absences

- ☐ *** PERSONAL LEAVE:** (100% Salary deducted. Leave of 5 days or less per year.)
- ☐ *** UNPAID LEAVE OF ABSENCE:** (Leave longer than 5 days.)
 - 1. No advancement on salary schedule while on an unpaid leave.
 - 2. May participate in benefits program at employee expense.
 - 3. Must notify district by _____ (date) of intent to return.

Employee Signature: _____ Date: _____

Site Supervisor Signature: _____ Date: _____

*Assistant Superintendent Signature: _____ Date: _____

☐ **Approved** ☐ **Not Approved** Explanation: _____

SAMPLE CLASSIFIED PERSONAL NECESSITY “REASONS”

REASONS ARE NOT LIMITED TO THE FOLLOWING EXAMPLES:

5. With prior approval, business transactions or other activities which require the presence of the employee.

- Need to work on my rental property – fix broken door, window, water heater, HVAC
- Need to repair my own vehicle to get to work
- Meet repair person for HVAC, etc.
- Kids in play at school
- Parent conference
- Chaperone field trip
- Child graduation – out of area
- Taking child to college
- Meeting with attorney
- Prepare for/attend wedding

7. With prior approval, other personal and compelling (1 day per occurrence)

- Pick up someone at airport
- Meet people delivering new furniture
- Moral support for friend in hospital or court
- Personal education (study for test, meeting with professor, etc.)
- Participation in religious activities or observance

Not Personal Necessity

- Recreational activities such as: running marathon; honeymoon; won ticket to a cruise; spouse on business trip; Monday night football; out-of-town guests visiting; family reunion; attend a movie or theater
- Need to work on my rental property to get ready for new tenant – other employment
- Picking up medicine for a family member
- Stressed out by boss – illness or worker’s comp

ARTICLE XVII – LAYOFFS

A. Layoff of Classified Employees

A layoff is a separation of a permanent classified employee from the classified service. Layoff may occur due to the lack of work or lack of funds. A reduction in hours is not considered a layoff.

B. Seniority Defined

For purpose of this Article, seniority shall be determined by “date of hire within classification.” Date of hire is defined as the first day in paid status as probationary or permanent employee in a classified position. Service in a summer school assignment shall not be used to determine date of hire for the purpose of calculating seniority.

C. Order of Layoff

Any layoff shall be administered within a classification. The order of layoff shall be based on seniority within that classification and higher classifications, throughout the District in which the employee has served. An employee with the least seniority shall be laid off first.

D. Notice of Layoff

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

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

Notice shall be served personally or sent by certified mail to affected employees at their last address on file with the District.

The notice shall contain:

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

E. Hearing Rights

Except as provided by law, a classified employee subject to layoff may request a hearing to determine if cause exists for not reemploying the employee the following school year. A request for hearing must be in writing and delivered to the Superintendent or designee within seven (7) calendar days after the date the notice of layoff is served on the employee.

A failure to request a hearing within this timeframe shall constitute a waiver of the employee's right to a hearing.

If a hearing is properly requested, the proceedings shall be conducted consistent with Education Code section 45117(c) and other applicable provisions of law.

F. Specially Funded Program

When the District will lay off a classified employee due to the expiration of a specially funded program, the District will follow the notice requirements in Education Code 45117(g) or as may be amended.

G. Bumping Rights

An employee laid off from his/her present classification may bump only into the next equal or lower classification in which the employee has greater seniority. The employee's bumping rights are to an assignment with the same number of hours and the same number of work days. If no position with the same number of hours and the same number of work days is available, the employee may displace the least senior employee in the equal or lower classification with the next lowest number of hours and work days, and so forth. This is intended to prevent partial bumping.

H. Layoff in Lieu of Bumping

An employee who elects a layoff in lieu of bumping maintains his/her reemployment rights under this Agreement.

I. Equal Seniority

The District shall maintain an annually updated seniority roster, indicated employee's classification seniority and hire date seniority. Such rosters shall be available to CSEA. In the event of impending layoffs, the District shall update the seniority roster to reflect its current seniority of employees.

If two (2) or more employees subject to layoff have equal classification seniority, the determination as to whom shall be laid off will be made by lot.

J. Reemployment Rights

Laid off persons are eligible for reemployment in the classification from which laid off for a thirty-nine (39) month period and shall be offered reemployment in the reverse order of layoff.

K. Voluntary Demotion or Voluntary Reduction in Hours

An employee has a right to his regularly assigned time, and shall not have it involuntarily reduced. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former

classification or to present former positions with increased assigned time as vacancies become available, for a period of five (5) years and three (3) months (63 months), except that they shall be ranked in accordance with their seniority on any valid reemployment list.

L. Retirement in Lieu of Layoff

Any employee who was subject to being, or was in fact, laid off and who is qualified for and who elected service retirement from the Public Employees' Retirement System shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of the Public Employees' Retirement System of the fact that retirement was due to layoff. If he/she is subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy, but may fill it on a temporary basis until the Board of Administration of the Public Employee's Retirement System has properly processed his/her request for reinstatement from retirement.

M. Notification of Reemployment Opening

1. Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District. Such notice shall be sent, with a "Proof of Service by Mail" form, to the last address given the District by the employee.

2. An employee shall send notification to the District of his/her intent to accept or refuse employment within the (10) working days from the date of the reemployment notice.

If the employee accepts reemployment, he/she must report to work within then (10) working days following notification to the District of his/her acceptance. If the employee accepts reemployment but fails to report to work within ten (10) working days following notification, except in cases of illness or emergencies, the employee will be removed from the reemployment list.

N. Reemployment in Highest Classification

Employees shall be reemployed in the highest rated job classification available. Any employee who accepts a position lower than his/her highest former classification, or in a equal but different class or classes, shall retain his/her original thirty-nine (39) months' right to the higher paid position.

O. Maintenance of Seniority Credit, Vacation, Longevity, and Salary Step Placement

A bargaining unit member laid off or who elected retirement in lieu of layoff and who was subsequently reemployed by the District within thirty-nine (39) months following the effective date of layoff shall be reinvested with credit for prior service on record at the point of separation for purposes of seniority credit, vacation, longevity, and salary step placement.

P. Maintenance of Sick Leave Benefits

A bargaining unit member laid off and subsequently reemployed by the District within thirty-nine (39) months following the effective date of layoff shall be credited with his/her sick leave balance at the time of separation.

ARTICLE XVIII – CONTRACTING OUT

A. Restriction on Contracting Out

During the life of this Agreement, the District agrees that it will not contract out work which has been customarily and routinely performed or is performable by employees in the bargaining unit, which will result in the displacement or reduction in regular hours, wages, benefits, transfer, or reassignment of bargaining unit employees. If the need for contracting out shall occur the district will discuss the details with CSEA.

ARTICLE XIX – SAFETY CONDITIONS

- A. It is the intent of the District to comply with applicable standards of the Division of Industrial Safety of the State of California and those requirements imposed by state or federal law.
- B. Employees shall be encouraged to report potentially unsafe or existing unsafe conditions to their immediate supervisors and shall be responsible for complying with all District safety standards.
- C. When the work duties of an employee reasonably require use of any equipment or gear to ensure the safety or work performance of the employee or others as determined by the District, the District agrees to furnish the equipment or gear.
- D. Employees shall immediately report in writing cases of assault or threatened assault suffered by them in connection with their employment to their immediate supervisor.
- E. The District has the authority to install GPS Tracking devices on district vehicles for the purpose of maintenance, safety, and efficiency. The use of GPS devices and related software systems will not include investigation of employees without cause. However, if other information presents cause for investigation or GPS data raises a safety liability or specific employee concern it may be applicable.

ARTICLE XX – CHILD NUTRITION

A. Responsibility in event of employee absence

1. If a Manager is absent, a designated Worker II assumes responsibility.
2. If a Worker II at a receiving kitchen is absent, a designated Worker I assumes responsibility.

B. Evaluations

1. The Director of Child Nutrition Services or his/her designee (supervisory) is the supervisor and is responsible for all evaluations.
2. Managers shall direct the work of Worker Is and IIs at preparation and receiving kitchens, may provide input into the evaluations of those employees and may participate in evaluation conferences of those employees at the request of the Director of Child Nutrition Services or his or her designee(supervisory).

NOTE: Managers and Worker IIs may choose not to participate in other employee evaluation conferences. Worker Is and IIs may choose to meet with the Director privately.

3. Worker IIs at receiving kitchens shall direct the work of Worker I's, may provide input into the evaluation of those employees and may participate in evaluation conferences at the request of the Director of Child Nutrition Services or his or her designee (supervisory).

NOTE: Managers and Worker IIs may choose not to participate in other employee evaluation conferences. Worker Is and IIs may choose to meet with the Director privately.

4. Principals and other management employees may participate in evaluation conferences.

C. An employee who knows she/he is going to be absent from work the following day shall notify her/his site designee no later than 1:30 pm. If the employee then finds they will be able to return to work, they have an obligation to inform their supervisor at the earliest possible time.

ARTICLE XXI – TRANSPORTATION

A. Bus Drivers

Each bus driver will be assigned the same base hours he/she worked the prior year. Employees shall be guaranteed their base hours each day. If there is a reduction in hours, the least senior driver will have his/her base hours reduced.

Base hours shall include total driving minutes plus forty - five (45) minutes for check-out clean-up and fueling.

Bus routes will be assigned by the Director of Transportation or designee. Drivers are responsible for keeping routes up to date at all times. No changes in routes may be made without prior approval.

B. Relief Drivers

Relief drivers will be assigned as follows:

1. To substitute for bus drivers who are ill or assigned to a field trip.
2. For field trips in rotation with bus drivers.
3. For other related duties within the Department up to their base hours.

C. Assignment of Buses

Drivers shall be assigned buses by the Director of Transportation or designee to best meet the needs of the District.

D. Work Year Assignment

Notwithstanding any other provisions contained in this agreement, drivers will be offered the following driving assignments based on seniority:

1. Instructional year (traditional school year) plus two (2) additional days (e.g., 180 instructional days plus two (2) designated work days).
2. The assignment defined in Section D.1 plus year round education, if available.
3. The assignment defined in Section D.1 plus other programs (such as Migrant Education, summer school, etc.)

Driver's regular assignment may vary during the summer months and spring break. Any hours in additional shall be paid at the appropriate rate of pay on a monthly basis.

E. Trip Assignments

The field trip board will contain lists for field trip assignments. Three separate lists for field trip assignments will be created each year: 1) school year, 2) weekend/holidays, and 3) summer. Only two of the lists will be posted on the board at any time depending on the educational calendar, either the school year list or the summer list and the weekend/holiday list. School year field trip assignments and the weekend/holiday field trip assignments shall be rotated based on a list of drivers who sign up for field trips at the beginning of the traditional school year. A summer list will be created at the beginning of the traditional year summer break. Each list shall initially be set by date of hire seniority among drivers that have signed the list. Drivers who do not sign up at the beginning of the traditional school year or the beginning of the traditional year summer break may sign up for the trip board at any time; however, they will be placed at the bottom of the list with the same number of hours as the driver on the list with the highest number of hours.

The first rotation through each field trip list shall be based on seniority. Subsequent rotations shall be based on the number of field trip hours each driver accumulates above their base hours (net field trip hours). The District may use estimated field trip hours until actual field trip hours are available. Each field trip list will be tracked separately.

Upon completion of the first rotation all subsequent rotations through the field trip lists, shall be reordered weekly with the drivers listed in order of net field trip hours (field trip hours not including base hours) from least to greatest. Using this list from least to greatest number of net field trip hours, each driver will be assigned one field trip until every field trip is assigned. The field trips will be assigned in descending order on the list by their estimated field trip hours. In practice, the drivers with the lowest number of net field trip hours will be assigned the trip with the highest estimated field trip hours for that week.

On the second and subsequent rotations, if two or more drivers have the same number of net field trip hours from the previous rotation(s), the driver with the greatest seniority shall be ranked higher on the list for that rotation.

If a driver refuses a field trip assignment, or is unable to take the trip for ANY reason other than the Director of Transportation determining that a driver lacks the expertise or it is not in the best interest of the District to make a particular trip the number of hours of the trip will be added to their log of hours for purposes of reordering the subsequent reordered rotation list. All drivers on the trip board have 24 hours to respond to a posted trip. If the driver fails to respond to an assignment on the trip board within 24 hours, then that trip will be counted as being turned down. However, if the driver receives less than twenty-four (24) hours notice of the field trip assignment, declining the assignment shall not count as a rejection and the hours shall not be added to their log of hours. Canceled trips shall also not be counted.

The Director of Transportation may have the discretion to take a driver off of a trip due to a lack of expertise or in the best interest of the District. The driver will not be charged for the hours unless he/she is removed because the Director believes the employee is too ill to drive. In these cases, the driver will be assigned to the next available trip on the board.

Field trip assignment records shall be available for driver inspection.

Certain trips may require hazardous and/or long-distance driving. These trips may only be assigned to drivers demonstrating proficiency in the geographic area (mountain terrain, high population density, etc.) and/or the equipment (type of bus, type of transmission, etc.) for such trip as determined by the Director of Transportation and/or Dispatcher/Trainer.

F. Assignment of Extra-Time and Over-Time for non-field trip related work.

Drivers should remain on their assigned routes as much as possible. In order to achieve this, routes should not be divided to allow drivers to substitute for other drivers unless it is an emergency situation.

If extra-time or overtime is needed The Director of Transportation or designee will assign work in the following order:

- a. To regular drivers (including relief drivers) who can cover the routes without accruing overtime. This assignment will be made on a rotating basis in order to ensure equal opportunity for extra time to the extent feasible.
- b. To substitute drivers.
- c. To regular drivers (including relief drivers) who will exceed 8 hours per day. These assignments will be made as outlined in Article VII Section K.

G. Absence from Work

The driver who is going to be absent from work, or after an absence from work is planning to return to work the following day, shall notify the Director of Transportation no later than 3:00 p.m. Calls after 3:00 p.m. shall be accepted and/or accommodated based on the needs of the District, as determined by the Director of Transportation and/or his/her designee. If a substitute has already been called, the substitute shall be retained, the driver in question shall be sent home, and a day of sick leave shall be deducted for that day.

H. Overnight Trips

On field trips which require an overnight stay, the District shall not pay for any hours after the bus driver is released from duty for the evening, until the time the driver's duties resume the following morning. Drivers will be paid a minimum of 8 hours for all but the last day of the trip. The last day, drivers will be paid for actual time worked or their assigned hours, whichever is greater. Drivers shall be assigned related work until the end of the workday to fulfill their contracted workday.

I. Standby Time

Field trip drivers who drive and/or are required to remain in standby shall be paid at the appropriate rate of pay for the entire time in "standby" status.

Drivers must be paid standby time for any breaks in duty less than 30 minutes.

J. Reimbursed Expenses

Field trip drivers shall be reimbursed for bridge tolls, parking fees, meals and lodging expenses incurred on authorized trips. (See Article VI, Section M).

K. Minimum Day Routes

For minimum day routes, drivers will be paid for actual time worked in fifteen (15) minute increments.

Minimum day routes will be assigned based upon the following priorities:

1. Drivers will be assigned their regular school as much as possible.
2. Minimum day routes will be as close as possible to one (1) hour in length.

L. Increase in Base Hours

The following process will be used if additional base hours are needed to accommodate home-to-school transportation.

1. Increases in base hours will be assigned in seniority order to ensure that the most senior drivers always have the highest base hours.
2. If a senior driver turns down the increase for any reason, the additional hours will be assigned to the next most senior driver.

M. Procedures to Calculate Driver Pay for Field Trips

Except for early AM field trips, drivers are expected to report for work at their normal time each day. If drivers cannot drive their AM route because of a trip, they are expected to perform related work until the trip leaves. Drivers will be paid their base time plus any extra or overtime required by the field trip.

Drivers who return to Transportation from a trip prior to the end of their normal work day will be expected to complete their PM routes or do related work until the end of their normal work day. Drivers will be paid their base plus any extra or overtime required by the field trip.

“Turn-around” trips will be scheduled whenever the District determines that it is in the best interest of the organization requesting the trip to drop students off at their destination, return to the yard and pick the students up at the end of the activity. Mileage costs would be considered when making this determination.

1. For “turn-around” trips on a school day, the driver will take the students to their destination and return to the yard. If drivers return to the yard during the school day, they will complete their PM routes or do related work until the end of their normal

workday. If they leave for the return leg of the trip within thirty (30) minutes after the end of their normal work day, drivers will be paid for the time between the end of their work day and the beginning of the trip plus driving time and not more than thirty (30) minutes clean-up with no minimum. If they leave for the return leg of the trip more than thirty (30) minutes after the end of their normal work day, drivers will be paid for driving time plus not more than thirty (30) minutes clean-up with no minimum.

2. For “turn-around” trips on a non-school day, drivers will take the students to their destination and return to the yard. Drivers will be paid for a thirty (30) minute bus checkout plus driving time with a two (2) hour minimum (including check-out). Drivers would have a non-paid break until the time to return to the yard, pick up their bus, drive to the destination and pick up the students. Drivers would be paid for driving time plus no more than thirty (30) minutes clean-up with a two (2) hours minimum (including clean-up).

If a driver cannot work his/her base hours and take a trip within the state allowed maximum, the director of transportation will adjust the drivers start time by allowing the driver to come in at the earliest hour allowed by law. In that case, the driver will be paid for the total hours worked. If a driver cannot report to work at his/her regular morning time because of a late-night trip, the driver will report for work at the allowed time and be paid for full base hours due. Bus driver duty, driving and rest restrictions shall be consistent with state law.

N. Contracting Out

1. The District may only contract out for home to school transportation if not performable by employees in the bargaining unit. Special Education Services coordinated through the SELPA do not apply.
2. The District may contract out for a specific field trip when both of the following conditions are met:
 - a. There are insufficient drivers or busses for the District’s transportation services to be used for the specific field trip.
 - b. The “Outside Vender for Transportation” form has been signed by both the Director of Transportation or designee and an authorized representative for CSEA for the specific field trip.

ARTICLE XXII – SEVERABILITY

- A. If during the life of this Agreement there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority which shall render invalid, or change (add to or delete) any provision of this Agreement, such provision shall be immediately suspended and of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions, which shall continue in full force and effect. Such suspended provisions shall be renegotiated for the remaining term of the Agreement.

ARTICLE XXIII – NEGOTIATIONS

A. Successor Contract

CSEA shall present its proposals for a successor contract to the Board of Trustees no earlier than the first regular Board meeting in February 2025. Both parties will agree that this Agreement shall remain in effect until negotiations are completed regardless of the expiration date of the present Agreement.

B. Re-openers

For the 2023-2024 and 2024-2025 school years, each party shall be permitted to open two (2) Articles per school year in addition to Pay and Allowances and Health and Welfare Benefits. The Association shall present its re-openers on or after March 1st of each year of this agreement.

C. Release Time for Negotiations

Negotiations shall take place at mutually agreeable times and places. Release time during work hours shall be without loss of compensation. There shall be a maximum of eight (8) employees receiving release time. The Chapter President shall be in addition to the classification representatives. Negotiation sessions will be scheduled from 8:00 AM to 5:00 PM with one hour for lunch. These times may be changed upon mutual agreement. Both parties will be prepared and will begin table negotiations promptly at 9:00 AM. An employee negotiations representative shall not be required to report to, or return to, his or her job assignment on negotiation dates, except in cases of an emergency. An employee negotiations representative is required to notify his/her supervisor at least two days prior to the scheduled negotiations date, in addition to reporting the absence.

ARTICLE XXIV – SAVINGS

- A. Unless otherwise specifically provided herein, it is agreed and understood that each party hereto voluntarily waives and unqualifiedly relinquishes its rights to meet and negotiate on all matters within the scope of representation for the term of this Agreement. Neither party shall be required to negotiate with respect to any subject matter covered or not covered herein, even though such matter may not have been within the scope of contemplation of the parties at the time they met and negotiated this Agreement or if during negotiations the matters were proposed and later withdrawn.
- B. This Agreement sets forth the full and complete understanding of the parties regarding all matters within the scope of representation under the Rodda Act. Any prior or existing understanding or agreement or practice, formal or informal, which is inconsistent with this Agreement is hereby superseded and terminated in its entirety.

ARTICLE XXV – COMBINED POSITIONS

A. Crossing guard with regular position.

1. Crossing guard only: No sick leave, no vacation, no insurance, no paid holidays. Remain at Step I rather than advancing on salary schedule.
2. Crossing guard plus regular position of four (4) + hours: Accrue sick leave and vacation on combined positions. Advance on salary schedule on combined positions. Get insurance benefits.

Example: Crossing guard + paraprofessional position = Range 15

Crossing Guard + other than paraprofessional = Range 10

3. Crossing guard plus regular position of less than four (4) hours: Accrue sick leave and vacation on combined positions. Advance on salary schedule on combined positions. No insurance benefits.

Example: Crossing Guard + paraprofessional position = Range 15

Crossing Guard + other than paraprofessional = Range 10.

B. School term or 10-month employees working during breaks.

1. Regular school term or ten (10) month classified employees who accept short-term employment during breaks (e.g. summer school) shall receive the hourly rate for the classification or position for which they applied. Step placement will be based upon years of equivalent classified experience in the District.
2. Regular school term or ten (10) month classified employees who accept short-term employment during breaks (e.g. summer school) shall accrue sick leave and vacation based on the hours and days worked during the short-term period. In addition, they will be able to access their total accrued sick leave, and other leaves of absence as during the academic year. With prior approval, employees may take unpaid leave (dock days) during their short-term employment.

C. Permanent employees may add additional permanent hours which would increase their workday up to 5.75 hours. Employees who apply for and are selected for additional hours involving more than one (1) site, will receive reimbursement for travel between job locations at the IRS mileage rate. Such travel shall occur during the employees' non-work time.

- D. A permanent employee working less than four (4) hours a day that is not subject to benefits when adding any additional temporary work time which would increase their work hour day beyond four (4) hours would not receive benefits as a result of the increased time. Temporary positions may be added to a permanent probationary position to total a full day without benefits.

ARTICLE XXVI - RECLASSIFICATION

1. On an annual basis, prior to the new school year, the District will provide CSEA with all classified bargaining unit job descriptions.
2. District-Initiated Reclassification Requests

The District may submit reclassification requests to the committee as necessary.

3. CSEA-Initiated Reclassification Requests

CSEA may submit up to two (2) classifications to the reclassification committee per school year. CSEA must submit the reclassification requests no later than September 30. The reclassification committee's review and decision for CSEA-initiated reclassification requests must be completed by no later than April 30.

Reclassification Committee

4. By majority vote of the reclassification committee, the committee shall decide upon the following:
 - a. Whether to grant the reclassification request
 - b. Revision to the salary range
 - c. Revision to the job description
 - d. The effective date of any salary revision, not to exceed more than 90 days retroactive from the committee's decision

The reclassification committee will be comprised of four District-appointed members and four CSEA-appointed members. The reclassification committee's deliberations are confidential. These members shall serve without any additional compensation. The District shall schedule reclassification meetings to minimize the impact on services rendered to the District. The reclassification committee's decision to approve is effective upon majority vote of the full committee (a minimum of five votes) and is required to approve the items listed in paragraph four (4) above. At least five committee members shall be required to conduct a meeting. The reclassification committee's decisions are final.

APPENDIX A
RECOGNITION
EMPLOYEE CLASSIFICATIONS

Ceres Unified School District

EMPLOYEE CLASSIFICATIONS

2024-2025

Classification	Range
Accountant I	38
Accountant III	49
Administrative Secretary II	41
Bus Driver Trainer	57
Bus Operator/Relief Bus Operator	52
Catering Assistant	17
Cafeteria Manager I	32
Cafeteria Manager II/Catering Chef	39
Campus Supervisor	29
Community Liaison	29
Counseling Technician	38
Credential Analyst	49
Custodian I	30
Custodian II	36
Custodian III	41
Custodian IV	49
Data and Systems Analyst	82
Delivery Driver	36
Dispatcher	52
English Learner Tester Assistant	31
Family Advocate	26
Food Service Worker I	10
Food Service Worker II	17
Groundskeeper I	36
Groundskeeper II	49
Head start Home Educator	26
Health Clerk	26
Indian Education Coordinator	36
Instructional Paraprofessional I	15
Instructional Paraprofessional II	21
Instructional Paraprofessional III	37
Instructional Paraprofessional IV	84 (with certification) 28 (without certification)
Library/Media Clerk	28
Licensed Vocational Nurse	57
Maintenance Specialist	62
Maintenance Worker I	36
Maintenance Worker II	49
Mechanic	62
Mechanic Helper	49
Network Analyst	82
Office Manager I	41

Classification	Range
Office Manager II	44
Payroll/Personnel Technician	42
Print & Copy Specialist	31
Purchasing/Contract Specialist	62
Recreational Supervisor	29
Relief Person	30
Secretary I	12
School/Staff Secretary II	28
School/Staff Secretary III	31
School/Staff Secretary IV	38
Social Skills Facilitator	28
Speech Language Pathologist Asst.	28 (without certification) 84 (AA with certification) 90 (BA with certification)
Student Supervision Assistant/Breakfast Program Assistant	10
Student Support Specialist	44
System Analyst	82
Technology Specialist I	39
Technology Specialist II	49
Technology Specialist III	62
Warehouse Clerk	36
Youth Advisor	44
<u>*Not members of the bargaining unit</u>	
Crossing Guard	10
* ASP/ASP Classified Tutor	\$19.99
* CELDT/District Tester	\$17.94
* Child Care Supervisor (also includes babysitters)	\$16.50
* Recreational Leader	\$16.50, \$16.50, \$16.50, \$16.50, \$16.50

No wage listed shall be paid less than the Federal or State Minimum wage.

APPENDIX B

Pay and Allowances

CERES UNIFIED SCHOOL DISTRICT

Classified Salary Schedule

2024-2025

No cell will be paid less than the Federal or State Minimum Wage.

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 =	Longevity Paid Separately
						Step 7 =	6-14 Years (2% over step 5)
						Step 8 =	15-19 Years (5% over step 5)
1	17.17	17.36	18.22	19.13	20.11	Step 9 =	20-24 Years (7% over step 5)
2	17.17	17.54	18.41	19.35	20.30	Step 10 =	25-29 Years (8% over step 5)
3	17.17	17.71	18.61	19.53	20.51		30 + Years (10% over step 5)
4	17.17	17.88	18.77	19.73	20.73		
5	17.19	18.05	18.96	19.93	20.93		
6	17.37	18.24	19.14	20.13	21.12		
7	17.55	18.43	19.36	20.32	21.36		
8	17.72	18.63	19.54	20.53	21.56		
9	17.89	18.79	19.75	20.75	21.77		
10	18.09	18.97	19.94	20.94	21.98		
11	18.26	19.17	20.14	21.14	22.19		
12	18.45	19.37	20.33	21.37	22.44		
13	18.66	19.56	20.54	21.57	22.63		
14	18.83	19.76	20.76	21.81	22.89		
15	19.02	19.98	20.96	22.01	23.10		
16	19.19	20.15	21.15	22.23	23.33		
17	19.39	20.34	21.39	22.45	23.57		
18	19.59	20.55	21.58	22.67	23.81		
19	19.77	20.78	21.82	22.90	24.01		
20	19.99	20.98	22.03	23.13	24.28		
21	20.17	21.19	22.25	23.35	24.54		
22	20.40	21.40	22.46	23.60	24.77		
23	20.59	21.60	22.71	23.85	25.02		
24	20.79	21.83	22.91	24.09	25.25		
25	21.00	22.05	23.15	24.30	25.53		
26	21.21	22.27	23.36	24.56	25.79		
27	21.41	22.51	23.61	24.80	26.03		
28	21.62	22.72	23.86	25.04	26.29		
29	21.86	22.93	24.10	25.28	26.57		
30	22.07	23.18	24.32	25.56	26.84		
31	22.28	23.39	24.57	25.80	27.09		
32	22.52	23.65	24.81	26.05	27.35		
33	22.75	23.89	25.05	26.30	27.64		
34	22.94	24.12	25.32	26.59	27.93		
35	23.20	24.34	25.57	26.85	28.18		
36	23.43	24.62	25.83	27.11	28.48		
37	23.67	24.83	26.07	27.37	28.76		
38	23.90	25.09	26.34	27.66	29.02		
39	24.14	25.34	26.61	27.94	29.34		
40	24.36	25.61	26.88	28.21	29.64		
41	24.63	25.84	27.14	28.50	29.94		
42	24.87	26.11	27.43	28.79	30.24		
43	25.13	26.38	27.68	29.05	30.53		
44	25.35	26.64	27.96	29.37	30.82		
45	25.63	26.91	28.25	29.65	31.13		
46	25.87	27.16	28.53	29.95	31.47		
47	26.14	27.45	28.82	30.26	31.77		
48	26.39	27.71	29.11	30.58	32.08		
49	26.65	27.98	29.38	30.86	32.41		
50	26.92	28.29	29.69	31.14	32.72		

2024-2025

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 =	Longevity Paid Separately
51	27.19	28.57	29.97	31.49	33.05	Step 7 =	6-14 Years (2% over step 5)
52	27.48	28.85	30.28	31.79	33.41	Step 8 =	15-19 Years (5% over step 5)
53	27.77	29.15	30.60	32.10	33.74	Step 9 =	20-24 Years (7% over step 5)
54	27.99	29.41	30.92	32.44	34.06	Step 10 =	25-29 Years (8% over step 5)
55	28.30	29.72	31.19	32.76	34.41		30 + Years (10% over step 5)
56	28.59	30.02	31.51	33.08	34.74		
57	28.89	30.29	31.84	33.43	35.11		
58	29.16	30.62	32.13	33.76	35.46		
59	29.45	30.94	32.47	34.09	35.81		
60	29.75	31.22	32.78	34.45	36.16		
61	30.05	31.53	33.11	34.80	36.53		
62	30.31	31.86	33.46	35.14	36.90		
63	30.66	32.16	33.79	35.48	37.25		
64	30.96	32.52	34.14	35.83	37.62		
65	31.27	32.83	34.48	36.19	37.99		
66	31.58	33.15	34.82	36.56	38.40		
67	31.89	33.49	35.16	36.93	38.78		
68	32.19	33.82	35.52	37.28	39.15		
69	32.54	34.17	35.86	37.64	39.54		
70	32.85	34.50	36.21	38.04	39.92		
71	33.18	34.84	36.59	38.43	40.31		
72	33.52	35.19	36.95	38.82	40.75		
73	33.84	35.55	37.32	39.19	41.15		
74	34.19	35.89	37.69	39.59	41.57		
75	34.53	36.26	38.08	39.95	41.99		
76	34.87	36.62	38.46	40.39	42.39		
77	35.21	36.98	38.85	40.77	42.82		
78	35.57	37.34	39.23	41.20	43.24		
79	35.93	37.74	39.62	41.60	43.68		
80	36.28	38.11	40.01	42.02	44.11		
81	36.65	38.49	40.42	42.43	44.55		
82	37.02	38.87	40.82	42.87	44.99		
83	37.41	39.25	41.23	43.29	45.46		
84	37.78	39.68	41.64	43.71	45.91		
85	38.15	40.05	42.04	44.14	46.38		
86	38.54	40.47	42.47	44.61	46.82		
87	38.91	40.85	42.90	45.04	47.28		
88	39.28	41.27	43.34	45.50	47.79		
89	39.71	41.68	43.76	45.96	48.24		
90	40.08	42.07	44.21	46.41	48.72		
91	40.50	42.54	44.66	46.87	49.20		
92	40.90	42.95	45.09	47.32	49.72		
93	41.29	43.39	45.53	47.82	50.20		
94	41.72	43.81	45.99	48.28	50.73		
95	42.13	44.23	46.45	48.77	51.22		
96	42.56	44.69	46.90	49.27	51.73		
97	42.99	45.14	47.40	49.76	52.25		
98	43.41	45.58	47.88	50.25	52.78		

Updated 11/2/23

APPENDIX C

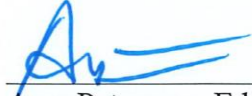
Holidays

HOLIDAYS

- 1) Labor Day
- 2) Veteran's Day
- 3) Thanksgiving
- 4) The Friday following Thanksgiving
- 5) Christmas Eve Day
- 6) Christmas Day
- 7) New Year's Eve Day
- 8) New Year's Day
- 9) Martin Luther King Day
- 10) Lincoln's Birthday
- 11) Washington's Birthday
- 12) Friday before Easter Sunday (in lieu of Admissions Day)
- 13) Memorial Day
- 14) Juneteenth
- 15) Independence Day

NEGOTIATED AGREEMENT
2024-2025 Reopeners Contract

For the Board:




Amy Peterman, Ed. D.,
District Superintendent

For the Association:



Antonio Saldana,
CSEA President Chapter No. 140

Lead Negotiator:



Jennifer Cervantes,
Director of Personnel

2/12/2025

Date

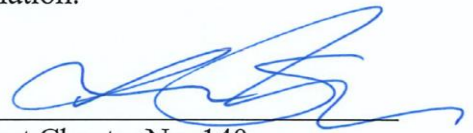
RATIFICATION AGREEMENT

For the Board:



Secretary of the Board

For the Association:



CSEA President Chapter No. 140

3/6/25

Date

3/6/25

Date