# **Agreement Between**

# Laytonville Unified School District and CSEA Laytonville Chapter 80

# Laytonville Unified School District Board of Trustees

## **Final Collective Bargaining Agreement**

## California School Employees Association Local Chapter 80

FOR DISTRICT	FOR CSEA
Joan V. Potter, Superintendent	Evonne Elliot, Chapter President
Calvin Harwood, School Board President	Nicole Frazer, CSEA LRR

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CSEA Proposal Date: Time: Article I:

#### ARTICLE I

- 1. Term of Agreement and Reopeners
  - Term of the Successor Master Agreement shall be July 1, 2021 through June 30, 2024.
  - b. Reopeners:
    - Parties will reopen on salaries in March 2019, 2020, 2021-2022, 2023.
    - Parties will reopen to review job descriptions in Fall January of 2018 2022.
  - c. There shall be allowed the right to reopen two issues annually, neither of which may involve unit salaries or insurance benefits. However, with the prior consent of both the Board and the Association, both parties may meet and negotiate any part of the Agreement, should extraordinary circumstances indicate a need to do

so. ////	
Date Signed: 4/20/2021	
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Evonne Elliott, CSEA Chapter President	Joan Potter, Superintendent
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CSEA	District
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CSEA	District
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Nicole Molain CSFA LRR	District

#### **ARTICLE II**

#### ORGANIZATIONAL RIGHTS

- 2.1 <u>Distribution of Contract</u>: Within thirty (30) days after the execution of this contract, the District shall print or duplicate 10 hard copies and provide two thumb drives to the CSEA president. The contract will also be uploaded to the district's website. The above shall apply to any modification or amendments executed during the life of this contract.
- 2.2 Release Time for Chapter Meetings: Once each month from September to June during the life of this Agreement, employees whose work schedules conflict with the time at which regular or special CSEA Chapter meetings are scheduled shall be granted one hour of paid release time to attend Chapter meetings. CSEA agrees to provide the District with a sign-in sheet for each meeting at which employees utilize release time upon request. Meetings will be scheduled at the end of the school day.
- 2.3 Release Time for Executive Board: The District agrees to provide up to an hour release time for Chapter executive officers to hold Executive Board meetings once a month, or when the District proposes a change that would affect mandatory subjects of bargaining. Meeting times will be scheduled when it is least disruptive to the program being served by the employee and best contributes to the ability of the employee to perform their assigned tasks.

  Meeting times will be prearranged with the Superintendent.
- 2.4 <u>Discrimination</u>: No employee shall be discriminated against or harassed on the basis of age, sex, marital status, race, ethnicity, religion, or sexual orientation. In addition, employees are entitled to a workplace free from on-the-job harassment, abusive behavior, and unprofessional conduct on the part of others.

#### **ARTICLE III**

#### DISTRICT RIGHTS AND TRUST AGREEMENT

- 3.1 <u>District Rights:</u> It is understood and agreed that the District retains all of its power to direct, manage and control to the full extent of the law, District Policies and such powers as are limited only by the express terms and conditions of this agreement.
- 3.2 Trust Agreement: This Trust Agreement represents a good faith effort by the Board and Administration of Laytonville Unified School District and CSEA Chapter 80 to mutually address issues that lie outside the scope of collective bargaining. All agreements contained in this section are nonbinding to the extent that they are non-grievable and have no effect on the remainder of this collective bargaining agreement. This Trust Agreement will have the same duration as the CSEA Chapter 80 contract and will be continued or modified only with the mutual agreement of both parties. The Governing Board of Laytonville Unified School District and CSEA Chapter 80 hereby agree to the following items:
  - a. When the district utilizes an interview committee as outlined in Administrative Regulations 4111a, 4211a, and 4311a, CSEA will choose the representative(s) to serve on the selection committee.

# ARTICLE IV GRIEVANCE PROCEDURE

#### 4.1 <u>Definitions</u>

- a. A grievance shall be defined as an alleged violation of the express written terms of this contract.
- b. Grievant is an employee(s) of the District covered by this agreement, or CSEA for those provisions of the agreement applying to the exclusive representative.
- c. A day means any day on which the central administrative offices of the Laytonville Unified School District are open for business.
- d. The immediate supervisor is the lowest level administrator/supervisor having immediate jurisdiction over the grievant and who has been designated to administer grievances.

#### 4.2 Informal Level

a. Before filing a grievance, the grievant shall attempt to resolve any problem or complaint by an informal conference with his/her immediate supervisor. The grievant shall indicate to the supervisor that the discussion constitutes the informal level of the grievance procedure. This informal grievance procedure must take place within twenty (20) days of the event which prompted the problem or complaint, provided that the District has notified CSEA in a timely fashion of its actions as required by this contract and by law; failure to do so renders the grievance null and void. This informal grievance procedure must take place within 20 days of the date that the employee or association became aware of the event which prompted the problem or complaint.

#### 4.3 Formal Levels

- a. Level I
  - (1) If a grievance still exists, the grievant may invoke the following steps:
    - (a) Within ten (10) working days of the informal level conference, the grievant must present the grievance in

writing on the appropriate form (see Appendix D) to the immediate supervisor and to the CSEA Union steward.

#### b. Level II

- (1) The grievant may within five (5) days of receipt of the decision at Level I, appeal the decision on the appropriate form to the Superintendent or his designee.
  - (a) The appeal shall include a copy of the original grievance, the decision rendered at the preceding level, and a clear, concise statement of the reasons for the appeal.
  - (b) The Superintendent shall communicate a decision to the grievant, in writing, within ten (10) days of his/her receipt of the grievant's written appeal.

#### c. Level III

(1) The grievant may within five (5) working days of the receipt of the decision from the above level, appeal the decision to the Board of Education, and to CSEA for advisory arbitration, under either Option 1 or 2 below:

#### Option 1 - Advisory Arbitration:

- a) Upon receipt of an appeal for advisory arbitration from the grievant, CSEA shall immediately notify the District Superintendent. Within ten (10) days of the receipt of the appeal CSEA shall decide whether or not to invoke advisory arbitration and shall notify the grievant and the District Superintendent in writing of the decision. If CSEA refuses to take the grievance to advisory arbitration, the grievant may appeal the decision to the Board of Education under Option 2 within five (5) days of receipt of CSEA's decision.
- b) Within ten (10) days of a decision to invoke advisory arbitration, the District and CSEA shall notify the State Mediation and Conciliation Service and request a list of five (5) arbitrators.

- c) Upon receipt of the list, the District and CSEA shall alternately strike names from the list until the arbitrator is selected. The order of striking shall be determined by lot. Each party shall be responsible for its share of the SMCS administration fee. The conduct of the arbitration shall be governed by the voluntary labor arbitration rules of the SMCS.
- d) The arbitrator shall render an advisory decision on the grievance which shall be provided to the District and CSEA. The arbitrator shall have no power to make any awards that are not provided for in this contract or by law.
- e) The Board of Education shall take final action to accept or reject in whole or part the advisory decision at the next regular meeting following receipt of the decision. The Board's action shall be the final action of the District in regards to the grievance.
- f) The cost of arbitration shall be borne by the party other than in whose favor the advisory decision is rendered. Should the decision not clearly favor one party, each party shall pay one-half (1/2) the cost of the arbitration process.

#### Option 2 - Board of Education Appeal

- (a) Within thirty-two (32) days of receipt of the appeal from the grievant, the Board of Education shall conduct a hearing on the grievance in open or executive session as requested by the grievant. At the hearing, the grievant shall have an opportunity to testify, present evidence, and/or present witnesses pertaining to the grievance.
- (b) Prior to the final resolution of the grievance, the District shall provide a copy of the grievance and proposed resolution to CSEA. CSEA shall have seven (7) days to comment on the proposed resolution.

(c) The Board's final decision shall be made available to the grievant and CSEA within five (5) days following resolution.

#### 4.4 General Provisions

- a. An extension to any time limit stated may be made by mutual written agreement of the parties.
- b. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the employee.
  - (1) Employee Processed Grievance: An employee covered by this agreement may present a grievance directly and have such grievance adjusted without intervention of CSEA as long as the adjustment is not inconsistent with the terms of this agreement. CSEA shall be provided copies of any grievances filed by employees directly and any responses by the District. Prior to any resolution of any grievance, CSEA shall be provided with a copy of the proposed resolution for review. CSEA shall be given an opportunity to file a written response to the proposed resolution.
  - (2) <u>Grievance Witnesses:</u> The District shall make available for testimony in connection with the grievance procedure any District employee who witnessed or has first hand knowledge of the event which prompted the problem or complaint. Any employee witnesses required to appear in connection with this Article shall suffer no loss of pay.
  - (3) <u>Union Steward:</u> Should the grievant request assistance from CSEA in the processing of the grievance, the CSEA Union Steward shall be granted reasonable amounts of release time, mutually agreed upon by the District and CSEA representatives, for processing the grievance. Any disputes over the reasonableness of release time taken or granted shall be processed through P.E.R.B.
  - (4) <u>Authority:</u> Union Steward(s) shall have the authority to file notice and take action on behalf of bargaining unit employees relative to grievance procedure, with the written consent of the bargaining unit employee.

#### **ARTICLE V**

#### **HOURS AND OVERTIME**

- 5.1 <u>Workweek</u>: Except for part time employees, the workweek shall consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week. 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.
- 5.2 <u>Workday</u>: The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each employee shall be assigned a fixed work shift with a regular and ascertainable number of hours per day and days per year.
  - a. During the hours of employment, employees shall perform those duties assigned to them by the District (supervisor) as related to the job description.
- 5.3 <u>Work year</u>: All bargaining unit employees shall be assigned a specific work year by the District.
- 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 regular 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.
- 5.5 <u>Lunch Period</u>: Bargaining unit employees working six (6) hours or more per day shall be entitled to an uninterrupted lunch period of not less than 1/2 hour. Five (5) hour employees have the option to take a lunch or to have their ending time schedule ½ hour less when not taking a lunch. The lunch period shall be taken at a time, mutually agreed upon by the employee and the site administrator, when it is least disruptive to the program being served by the employee and best contributes to the ability of the employee to perform their assigned tasks. If employee and Supervisor cannot agree upon a mutually agreeable time the Superintendent will meet with both parties to resolve an agreed upon time.

- 5.6 Rest Periods: Employees shall be granted rest periods which shall be at the rate of fifteen (15) minutes per four (4) hours worked. Two fifteen-minute breaks may not be combined. Rest period will be determined with the employee and supervisor's input prior to the first day of instruction.
- 5.7 Overtime: Overtime is defined to include any time worked in excess of eight (8) hours in any day or in excess of forty (40) hours in a calendar week, or any time worked beyond the regular five (5) day workweek. Overtime shall be compensated at a rate of pay equal to one and one-half the employee's regular rate of pay.
  - a. All hours worked in excess of the regular assignment must have prior approval of the immediate supervisor and the Superintendent of schools.
  - b. All hours worked on holidays designated by this agreement shall be compensated at one and one-half times the regular rate of pay in addition to regular holiday pay of the employee.
  - c. Overtime work opportunities will be offered to the most senior employee in that classification who shall have the first right of refusal to that overtime work. If the overtime opportunity is declined by the employee the next person offered will be the next junior in class with the same number of regular work hours or nearest to that number of hours, through the ranks from senior to most junior until the overtime opportunity has been accepted.
- 5.8 Compensatory Time Off: An employee shall have the option to take compensatory time off in lieu of cash compensation for overtime work.
  Compensatory time off shall be granted at the same rate as the appropriate rate of overtime. Compensatory time off shall be taken within 12 calendar months following the month it is earned. The District has the right to reject an employee's schedule for taking compensatory time off if the employee's absence at the time scheduled would impair the delivery of services.
- 5.9 <u>Call In and Call Back</u>: Any time that an employee is required to perform unscheduled work which does not continuously precede or follow an employee's regularly scheduled shift shall be compensated by a minimum of (2) hours of pay at the applicable regular or overtime rate.
- 5.10 <u>Right of Refusal</u>: Any employee shall have the right to reject, for good cause, any offer or request for overtime or call back, on call, or call in time.

- 5.11 Standby Time: Employees assigned to special trips or locations who are required to work/standby for the duration of the event shall be paid for an eight (8) hour day at their regular rate of pay. Whenever any combination of work or standby hours in a day exceeds the eight-hour workday or forty hour workweek, the excess hours shall be compensated at the appropriate overtime rate.

  Notwithstanding the preceding paragraph, if a special trip or location requires one or more overnight stays, the District shall be relieved of the obligation to pay salary for any hours between the time of 5 p.m. and 8 a.m., unless actual work is performed within this period.
- 5.12 Recess Work Assignments: The District shall give all less-than-twelve-month employees written notice to apply for short-term recess work opportunities. Employees who wish to work during the recess shall inform the District in writing before the start of the recess. A list of interested employees will be prepared each May and September. Employees are responsible for giving the District written notice of their desire to be placed on the list. Employees are also responsible for informing the District in writing of their qualifications for work that comes available.
  - a. The District shall determine applicant qualifications, and select qualified employee applicants for recess work in preference to other applicants. Employees selected shall receive the same compensation that applies to the needed work during the academic year. Employees selected who later prove to be unqualified may be released from the assignment.
  - b. Recess hours worked by academic year employees in their regular job class(es) shall be treated as regular hours worked for all purposes. Work performed in regular class(es) but not the job class of the employee doing the work, will be paid at Step 1 of the appropriate range. Employees working in other class(es) accrue vacation, holiday pay and sick leave, and may use paid leaves during the assignment. Employees performing short-term work that doesn't fit an existing job class receive their current rate of pay or their current step on the range worked in, whichever is higher. Leaves, holiday pay and vacation are neither accrued nor available for use during the assignment.

- 5.13 <u>Additional Work</u>: Classified Part-time employees who wish to work additional hours will be given preference over day-to-day substitute employees for weekday and weekend work opportunities when the following conditions are met:
  - a. The employee is qualified to perform the work.
  - b. No better-qualified day-to-day substitute is available.
  - c. The work, when combined with the employee's regular assignment, does not exceed eight (8) hours in a day or forty (40) hours a week.
  - d. The additional work hours do not conflict with the employee's regular work schedule, or the supervisor agrees to adjust the employee's regular schedule to accommodate the additional work.
  - e. If the work is in the employee's regular job class, the extra time will be treated as regular hours worked. If the work is in a different job class, the employee will be paid at the appropriate range and would receive their current step credit.
  - f. Employees accepting assignments under this provision acquire no property rights to the additional time, or medical, dental, and vision benefits during the assignment.
  - g. Additional hours of work opportunities will first be offered to the most senior employee who works a part time position within classification so long as the additional time does not incur overtime pay. This employee shall have the right to accept or refuse the additional hours of work offered. If the most senior employee who works less than full time refuses to accept the additional hours of work, the opportunity will be offered to the next most senior employee in classification who works less than a full eight-hour workday and so forth until the additional work hours have been accepted. If no part time employee in classification accepts the additional work, the most senior employee in the classification who works a full eight-hour regular work day shall be offered the additional work at the overtime rate of pay.
- 5.14 Extra Time and Trade Time: Employees who work less than eight (8) hours per day who are required or permitted by the District to work in excess of their regular part-time assignments, up to eight (8) hours in a day, shall have the option of being paid for the extra time, or taking an equal amount of trade time

off from work at a later date. Employees who are directed by the District to work extra time must inform the supervisor at the time the work is assigned whether they want pay or trade time for the hours worked. Employees who desire to work additional time must obtain the written approval of the site administrator before doing so and must inform the administrator whether pay or trade time is chosen. The date(s) on which trade time will be taken off shall be indicated by the employee on the supplemental timecard, subject to District approval.

Payment for extra time worked will be included in either the current, or the next, regular payroll cycle depending on when the time is reported. Trade time must be taken off by the end of the work year, unless by mutual agreement a longer period is indicated. Extra time and trade time will be documented on supplemental timecards. If the employee has not taken trade time off by that date, the District may schedule the time off for the employee in order to ensure it is off the books by the end of the employee's work year, or pay the employee for the time.

5.15 <u>Change in Status Notification</u>: When the District issues Notices of Employment (NOE) by this name or any other "title" to bargaining unit members and or at any time there are any subsequent changes in employment status of a bargaining unit member position(s); the District will issue a change of status of employment notice to the CSEA Chapter President within ten days of the date of the change. The notice to the President shall include: Name of the employee; title of the position(s); start and stop time of the position; total work hours of the position(s); location of the work assignment(s); number of work year days for the position(s).

# ARTICLE VI PAY AND ALLOWANCES

- 6.1 <u>Rate of Pay:</u> Bargaining unit employees shall be compensated in accordance with the rates established in Appendix A 1-attached hereto and incorporated herein by reference.
- 6.2 Frequency of Pay: All employees shall be paid once per month on or before the last working day of the month for all regularly assigned working hours served during that month. Payment for extra time, overtime, and out-of-class work shall be made not later than the 10<sup>th</sup> day of the month following the month in which the service was performed, upon receipt at the District Office of the supplemental time sheet before the payroll cutoff date in the month the work is performed. Employees who work less than twelve months per year (less than 260 days in paid status, including working days, paid holidays and vacation days), shall be paid on an "equal paychecks" system. Under this system the employee's annual salary is determined by adding up all regularly assigned working days, paid holidays and accrued vacation earned during the fiscal year. This sum is multiplied by the employee's regularly assigned number of working hours per day. This product is multiplied by the employee's hourly rate of pay, adjusted for longevity pay if the employee is receiving it. This product is divided by the number of months in which the employee works one or more regularly assigned hours. This final number is gross wages for each month during his/her work year. Returning less-than-twelve-month employees who work one or more days in August will have the month of August included in their "equal paychecks" wage calculations and payment schedule (11 paychecks in most cases). Newly hired less-than-twelve month employees who begin work before the cutoff date for submission of the August payroll to MCOE will likewise have the month of August included in their "equal paychecks" calculation and payments (11 paychecks in most cases). For newly-hired less-than-twelve month employees who begin work on or after the cutoff date for submission of the regular August payroll, the few days worked in August are rolled into the September payroll and

- are included as part of the employee's equal paychecks calculations and payments (10 paychecks in most cases).
- 6.3 Payroll Errors: Whenever it is determined that an error has been made in the calculation or reporting in any classified employee payroll or in the payment of any classified employee's salary, the appointing authority shall, within five workdays following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds. (Ca. Ed. Code 45167)
- 6.4 <u>Lost Checks:</u> Any paycheck for an employee in the bargaining unit which is lost after receipt or which is not delivered within five (5) days of mailing if mailed, shall be replaced as soon as can be arranged by the processing agency.
- 6.5 <u>Promotional Transfer:</u> Any employee in the bargaining unit receiving a promotional transfer within the unit shall be moved to the first step of the new range which provides for an increase in salary.
- 6.6 Out-of-Class Pay: Any bargaining unit employee who temporarily works for any absent employee in a higher class, who temporarily is assigned all or a portion of the duties of a higher class, shall be compensated for all working days of such duties performed at their rate of pay or the highest step, whichever is greater.
- Mileage: Any employee in the bargaining unit required to use his/her vehicle on District business shall be reimbursed at the current maximum rate eligible for income tax deduction as announced by the IRS. Any changes in this rate will be effective upon the date of notification by IRS, and shall not be applied retroactively, even if the IRS makes the change retroactive. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business. The amount shall be payable in a reasonable time after submission of an expense claim.
- Meals: Any employee in the bargaining unit who as a result of work assignment must have meals away from the District shall be reimbursed an amount up to the allowable district rate which includes taxes. Breakfast-\$12.00 Lunch-\$14.00 and Dinner -\$25.00. Up to 15% is allowed for tips. To receive reimbursement employees must attach receipts for expenses to the reimbursement form within 30 days of the expenditure. Alcohol purchases are

- not reimbursable (or allowed on the district credit card). Expenditures are not cumulative; that is, not eating breakfast and lunch does not mean the dinner can be reimbursed for an amount greater than normally allowed.
- 6.9 <u>Lodging:</u> Any employee in the bargaining unit who, as a result of work assignment, must be lodged away from home overnight shall be reimbursed by the District up to the allowable rate including tax of \$125.00 (ask for government rate if available).
- 6.10 <u>Bus Drivers' Certificates:</u> The District agrees to allow employees to renew their state Bus Drivers' Certificates on paid District time.
- 6.11 Shift Differential: If any part of an employee's regularly assigned work shift occurs before 6:00 a.m. and/or after 6:00 p.m., the employee shall receive a shift differential premium of \$.30 per hour, in addition to base pay, for all hours worked. The differential shall not apply during the summer recess if the employee is moved to the day shift.
- 6.12 <u>Split Shift Differential</u>: Any employee whose regularly assigned work shift contains periods of uncompensated time which total more than 1 hour in a work day shall receive a split shift differential of \$.30 per hour, in addition to base pay, for all hours worked.
- 6.13 Inclement Weather: School closures due to inclement weather or act of God shall not result in deductions from employees' regular paychecks. Employees compensated on an hour worked basis shall be required to serve any extended school days added to the end of the academic year to compensate for closure. Eleven (11) and Twelve (12) month employees will have a late start of 10:00 am. The District will notify all 11- and 12-month employees if it is determined that it is still unsafe to come to work. If it is determined that all 11- and 12-month employees stay home due to safety this shall not result in deduction from employees' regular paycheck and will not affect personal/discretionary/vacation leave days.

6.14 <u>Longevity:</u> Employees shall receive longevity increments in addition to base pay in accordance with the following schedule:

<b>District Service</b>	Salary Increase
10-14 years	1% current wages, range, and step
15 - 19 years	2% current wages, range, and step
20-24 years	3% current wages, range, and step
25-29 years	4% current wages, range, and step
30 + years	5% current wages, range, and step

Longevity increments shall be applied as a percentage increase for eligible employees' base pay, with payment beginning during the month immediately following the month in which the anniversary date of employment occurs. The longevity percentage will be based on the employee's current wages, range, and step. The Business Manager will track when a longevity eligibility date is about to occur, to ensure timely receipt of the indicated salary increase.

- 6.15 Medical Examinations: The District shall bear the cost for medical examinations of six (6) months probationary employment and submission of receipts for services required of unit members in connection with their employment. This shall include the cost of chest x-rays instead of the tine test when required.

  These costs will only be reimbursed to unit members after successful completion.
- 6.16 <u>Drug Testing:</u> Federal law prohibits alcohol misuse and use of controlled substances that could affect the performance of safety-sensitive functions by employees. District employees who are subject to DOT requirements are subject to the requirements of Board Policy 4212.42: Mandated Drug and Alcohol Testing.
- 6.17 Employee Property required as a Condition of Employment: The Board of Trustees does not authorize payment for the reimbursement of employee personal property which may be stolen or intentionally destroyed or damaged while being used for work-related purposes.

The Board of Trustees shall provide \$3000 in casualty liability insurance for tools provided on the job by employees who are required as a condition of employment to provide their own tools. Those employees classified as District Maintenance Worker or District Diesel Bus Mechanic meet this qualification. The District insurance will pay reasonable claims for loss based on theft (as

reported to law enforcement). Damage to personal property (other than "normal" wear and tear") incurred in the course of employment will be covered as determined by the District.

- 6.18 <u>Fingerprinting:</u> The District shall reimburse employees for the cost of fingerprinting after successful completion of six (6) months probationary employment and submission of receipts for services.
- 6.19 <u>Bus Driver Trainer:</u> That employee qualified to perform and assigned to perform the duties of bus driver trainer shall be compensated at his or her rate of pay unless the time falls after contracted hours and then pay will be at time and a half.
- 6.20 <u>Tools:</u> The District shall pay the following amounts of money to each employee in the described classifications annually so that the employees may utilize their own tools in their respective jobs, maintain the tools in good working condition, and replace the tools in the event of normal wear and tear. This compensation shall be divided into equal monthly payments. The employee is responsible for providing the District with a current itemized tool inventory. In the event of a single incident of theft or fire which results in the loss of an employee's tools of an aggregate value greater than \$500.00, the District shall pay full replacement costs, based upon the inventory provided by the employee. Payments will be made as follows:

Mechanic: \$240 annually

District Maintenance Worker: \$120 annually

#### **ARTICLE VII**

#### MEDICAL, DENTAL, AND VISION BENEFITS

#### 7.1 <u>Stay Well Medical Insurance Program</u>

a. Effective July 1, 2002 and thereafter, all new employees and all eligible employees who did not participate in the medical plan on June 30, 2002 are subject to the following eligibility system.

Full-time (8 hour-per-day, 40 hour-per-week, 12 month-per-year employees who are in paid status for 2,080 total compensated hours per year) will be provided full coverage including vision and, for themselves and their eligible dependents by the District. Employees who work fewer than 2,80 hours, but who work 1,040 or more total compensated hours per year, are entitled to receive full coverage, including vision and dental on a prorated basis as reflected in the figures below, so long as the employee pays the balance of percent FTE so long as the employee pays the balance of the premium costs. Total compensated hours per year include all regularly assigned working hours, holiday hours and earned vacation.

Participation in the medical plan is mandatory for all employees serving 1,768 or more total compensated hours per year (.85 FTE). Participation is voluntary for eligible employees serving fewer than 1768 hours per year.

- b. All 12-month, eight-hour employees hired after June 30, 2002 are required to pay 25% of the annual health benefits cost increases through the Staywell Plan for the life of the contract. All employees hired prior to June 30,2002 who were eligible for health benefits the share of costs remains at 30% share of increases.
- c. For eligible employees who were participating in the medical plan prior to June 30, 2002, the following provisions apply:
  - 1) All employees receiving health coverage prior to 2002 will contribute 30% of increased costs as increases occur. All increases will be above the 2011/2012 costs. Health benefits also include dental and vision coverage.

#### 7.2 Laytonville Unified School District Dental Plan

a. The District will pay a maximum of \$1200 for covered members and their dependents. For the 2021-2022 school year only, the District will pay a maximum of \$1500.00 for covered members and their dependents. CSEA and the District will meet to determine if the maximum will revert back to the \$1200 per member and their dependents for the 2022-2023 school year.

#### 7.3 Laytonville Unified School District Vision Plan

a. Details of the plans will be provided to unit members at the beginning of each school year.

Benefit Coverage	Frequency	Play Pays
Eye Examination	1 per year benefit year	Up to \$117.50
Prescription Contact Lenses	Every 12 months	Up to \$150
Prescription Lenses (includes single, bifocal, and trifocal, etc.	Every 12 months	Up to \$75 \$150
Frames	Every 24 months	Up to \$75

## 7.4 <u>State Disability Insurance</u>

The District agrees to contract with the State for a program of disability insurance for all bargaining unit employees, such program to be funded by the employees through payroll deduction.

### 7.5 <u>Retention of Benefits</u>

Unit members and/or their dependents who qualify under the provisions of C.O.B.R.A. and who lose benefit coverage under this Article shall be entitled to

- purchase the same programs as are available to other employees for the period prescribed in the Consolidated Omnibus Budget Reconciliation Act (C.O.B.R.A.). The cost to individuals exercising this right shall be no more than 102% of the premium. The District shall be responsible for notifying all affected individuals of their rights under this Section and the C.O.B.R.A. amendments to the Public Health and Safety Code.
- 7.6 Enrollment Period: New employees that meet eligibility guidelines to qualify for Staywell benefits will have a 30 -day waiting period to qualify for said benefits.

  Benefits will become effective on the first day of the month following the required 30-day waiting period. (Amended 1/22/2021)

# ARTICLE VIII HOLIDAYS

- 8.1 All Bargaining Unit Employees shall be entitled to the following paid holidays:
  - 1. Independence Day (12 month)
  - 2. Labor Day
  - 3. Veteran's Day
  - 4. Thanksgiving Day
  - 5. Day after Thanksgiving: In lieu of Admissions Day
  - 6. Christmas Eve (12 month)
  - 7. Christmas Day
  - 8. New Year's Day
  - 9. Martin Luther King Day
  - 10. Lincoln's Day
  - 11. Washington's Day
  - 12. Memorial Day

The day on which holidays are actually observed shall be determined when the annual school calendar is established.

8.2 In order to be eligible to receive credit for any of the holidays listed in this section, the employee must be in paid status on the normal workday immediately preceding or succeeding the holiday. Employees whose normal work assignment places them in a paid duty status on the last day preceding or the first day succeeding the Christmas recess for pupils and certified employees shall be granted the holidays of Christmas and New Year's. Such eligibility to paid holidays shall be limited to the holidays of Christmas and New Year's and shall not extend to any other holidays established in this section during the Christmas or Summer Recess. (Ca. Ed. Code 45203)

#### **ARTICLE IX**

#### **VACATIONS**

- 9.1. Full-time regular employees shall be entitled to vacation with pay as follows:
  - a. Less than one (1) years' service vacation in proportion to time served.
  - b. The first five (5) years of employment ten (10) days' vacation earned at the rate of 5/6 of a day per month.
  - c. After five (5) years of first employment fifteen (15) days per year earned at the rate of 1-1/4 days per month.
  - d. After ten (10) years of first employment twenty (20) days per year earned at the rate of 1-2/3 days per month.
  - e. After sixteen (16) years of first employment twenty-two (22) days per year earned at the approximate rate of 1.83 days per month.
  - f. After twenty-one (21) years of first employment twenty-five (25) days per year earned at the approximate rate of 2.1 days per month.
  - g. After twenty-five (25) years of first employment- twenty-seven (27) per year earned at the rate of 2.25 days per month
  - h. After thirty (30) years of first employment-thirty (30) days per year earned at the rate of 2.5 days/month
  - The change in rate of earning vacation days becomes effective with the month immediately following the month in which the anniversary date of employment occurs
- 9.2 Paid vacation shall be taken not later than the end of the fiscal year immediately following the fiscal year in which it is earned.
- 9.3 Pay for vacation days for employees shall be for the same hours as that which the employees would have received had he or she been in a duty status. If a holiday falls during an employee's vacation, the extra day shall be added to his/her vacation.
- 9.4 Upon separation, permanent employees are entitled to a lump sum payment for any earned vacation not used. The District shall have the right to recover from the employee's final warrant any vacation pay granted in advance of being earned.

- 9.5 If an employee's approved vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed. The District may grant such request for changed vacation dates in accordance with the work needs of the District at that time.
- 9.6 Should an employee not take all earned vacation before the end of the fiscal year immediately following the fiscal year in which it is earned, one of the following will occur:
  - a. If the District has denied vacation periods requested in writing by the employee, the employee shall be paid for the vacation at the rate of pay in effect at the time of payment.
  - b. If the employee has not requested vacation period(s) in writing, the District shall require the employee to take the vacation at a time determined by the District.

#### 9.7 <u>Vacation Scheduling</u>

- a. Request for vacation time must be made and approved by the immediate supervisor and the Superintendent of Schools at least ten (10) working days prior to taking vacation.
- b. Requests for emergency vacation time may be approved without complying with the ten (10) day notice.
- 9.8 <u>Interruption of Vacation</u>: An employee shall be permitted to interrupt or terminate a vacation in order to begin sick leave requiring services of a doctor or bereavement leave without return to duty status provided the employee notifies and submits supporting information acceptable to the District substantiating such interruption or termination.

#### **ARTICLE X**

#### TRANSFER PROCEDURE

Except in urgent situations where temporary transfers may be made, transfers of employees shall be completed pursuant to the following provisions:

- 10.1a <u>Posting Requirements</u>: When a vacancy within a unit class is created through the dismissal, abandonment, resignation or retirement of a former employee, or action by the District to create a new position, such vacancy shall be posted within all work locations of the District within ten (10) working days of the establishment of the vacancy, and shall remain posted at all such locations for not less than six (6) working days prior to being filled. The Chapter President will be sent a copy of the vacancy postings by the District Office. This shall not restrict the District's ability to employ a substitute employee pending the filling of the vacancy, so long as the District actively pursues the employment of a regular employee. Vacancy postings are also required for supplemental duties for which employees are to receive stipends in addition to their regular wages.
- 10.1 b <u>Posting Information</u>: All vacancy postings required under Section 10.1a shall include the class title of the vacant position, the daily, weekly and annual hours of employment for the position, the work site and work station of the position, the starting and ending hours of the assignment work shift for the position, and shall include all steps of the salary range which is assigned the position, and a listing of all benefits, including retirement, of that position.
- 10.2 Application Requirement: Any employee may apply for the vacant position by submitting a written application to the District Office within the posting period. Any employee on leave of absence during the posting period may have his/her application submitted by his/her Union Steward. The District shall give all employees serious consideration for employment in any vacant position for which they apply by the end of the posting period.
- 10.3 <u>In-Class Transfer</u>: When an employee serving in the class in which the vacancy exists applies by the end of the posting period for transfer to the position, he/she shall be granted the transfer. When two or more employees serving in the class

in which the vacancy exists apply by the end of the posting period for transfer to the position, the employee with the greatest seniority in the class (hours in paid status with the class plus higher classes) shall receive the transfer. This section shall prevail over succeeding sections in the event of a conflict. In the event that the duties of the vacant position differ from the employee's current position to such a degree that the employee's qualifications can be clearly demonstrated as insufficient for the vacant position, Section 10.4 shall apply.

- 10.4 <u>Cross-Class Transfer</u>: When an employee serving in a class other than that in which the vacancy exists applies by the end of the posting period for transfer to the position, he or she shall be granted the transfer when his/her overall qualifications are equal or superior to those of all outside applicants. When two or more employees meeting all of the above criteria apply by the end of the posting period for transfer to the position, the employee with the greatest seniority with the District (hours in paid status in all classes in which served) shall receive the transfer. This section shall prevail over the succeeding section in the event of a conflict.
- 10.5 Open Transfer: When no employee qualified for automatic transfer to a vacant position under Sections 10.3 and 10.4 applies for a transfer, the District may fill the vacant position through the transfer of another employee applicant, if any, or an outside applicant.
- 10.6 If no employee(s) qualify for the open transfer, the unsuccessful applicant(s) may ask for a meeting with and/or a written explanation from the Superintendent.
- 10.7 Coaching/Extracurricular positions that are not filled by a certificated employee will be advertised to both CSEA employees and the community at large. If applicants are interviewed and are equally qualified, preference will be given to a classified employee. Compensation will be equal to certificated contract stipends.

#### **ARTICLE XI**

#### **LEAVES**

- 11.1 Bereavement Leave: Every employee shall be granted necessary leave of absence, not to exceed three (3) days, or five (5) days when out-of-state travel or travel in excess of 250 miles one way is involved, on account of the death of any member of his/her immediate family. Members of the immediate family as used in this section means: mother, mother-in-law, father, father-in-law, grandmother, grandfather, or a grandchild of the employee or the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, aunt, uncle, niece, nephew and brother in law, sister in law or any relative living in the immediate household of the employee. Any additional Bereavement Leave days used beyond those authorized in the section above shall come under the jurisdiction of Section 7, of this Article, Personal Necessity Leaves, Part a. Superintendent may approve use of sick leave if all other leaves (bereavement/personal necessity) have been exhausted.
- 11.2 <u>Jury Duty</u>: Leave of absence without loss of pay shall be granted for:
  - a. Subpoenaed to be a witness in court in a case in which the employee is not an interested party or a voluntary witness.
  - b. In case jury duty must be served, the District will pay up to the amount of the difference between the employees regular earning and the amount, if any, he receives for jury or witness fee.
  - c. It is the employee's responsibility to report absence for witness or jury duty in the same manner as for any other absence, and to present evidence of any pay received pursuant to such leave.
- 11.3 <u>Military Leave</u>: An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercises of military leave.

#### 11.4 Sick Leave:

- a. Leave of absence for illness or injury: An employee employed five (5) days a week, twelve months a year, shall be entitled to twelve (12) days of leave of absence for illness or injury exclusive of all days he/she is not required to render service to the District, with full pay for a fiscal year of service.
- b. An employee employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).
- c. An employee employed less than five (5) days per week shall be entitled for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service this and the preceding paragraph shall determine the proportion of leave of absence for illness or injury to which they are entitled.
- d. Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.
- e. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days or the proportionate amount to which the employee is entitled until the first day of the calendar month after completion of six (6) months of active service with the District.
- f. The District reserves the right to require verification that sick leave claimed has been used for appropriate purposes. Such verification may include a written statement from the employee, a statement or copies of medical bills from health care providers, or other verification acceptable to the District. The District reserves the right to verify an employee's fitness to return to work following the use of sick leave. If the District requires a medical examination for this purpose, the District may select the health care professional to perform the examination, and the examination shall be at District expense.

- g. If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.
- h. In lieu thereof, the employee may convert unused sick leave to retirement credit in accordance with Government Code 20862.6 or its successor if the employee is filing a request for retirement.
- i. Abuse of Sick Leave shall be defined as an employee misrepresenting his/her condition or otherwise fraudulently reporting him/herself as ill or injured in order to collect sick leave.
- The District will notify employees twice yearly of their accumulated days/hours of sick leave.

#### 11.5 Maternity Leave:

- a. Any employee may utilize earned sick leave for illness or injury absences necessitated by pregnancy, miscarriage, childbirth and recovery there from.
- b. Maternity leave will follow the Pregnancy Disability Leave and California Family Rights Act guidelines.
- 11.6 <u>Industrial Accident and Illness Leave</u>: Industrial accident or illness leave shall include the following provisions:
  - a. Allowable leave shall be for not more than sixty (60) working days in one (1) fiscal year for the same accident.
  - b. Allowable leave shall not be accumulative from year to year.
  - c. Industrial accident or illness leave will commence on the first day of absence, provided such absence is ordered by a licensed physician who has examined the employee and/or the employee is receiving an award from the District's Worker's Compensation provider for wages lost.
  - d. Payment for wages lost on any day shall not, when added to an award granted the employee under Worker's Compensation laws of this state, exceed the normal wage for the day.

- e. Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under Worker's Compensation.
- f. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- g. Should industrial accident or illness leave exceed the amount of days granted herein, the employee shall use his entitlement to other sick leave. However, if the employee is receiving Worker's Compensation, he/she shall be entitled to use only so much of his/her accumulated sick leave, accumulated compensatory time, vacation or other available leave, which, when added to his/her Worker's Compensation award, provide for a full day's wage.
- h. Periods of leave of absence, paid or unpaid, shall not be considered a break in the service of the employee.
- i. During all paid leaves of absence, whether industrial accident leave, sick leave, vacation, compensated time off, or other leave provided by law or action of the Board of Education, the employee shall endorse to the District wage loss benefit checks received under Worker's Compensation laws of the State of California. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary.
- j. 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 his/her position, the employee shall be placed on a re-employment list for thirty-nine (39) months.
- 11.7 <u>Personal Necessity Leave</u>: Any days of leave of absence for illness or injury allowed pursuant to Section 4 of Article XI may be used by the employee, in cases of personal necessity, including any of the following:
  - a. Death of a member of his immediate family when additional leave is required beyond that provided in Section 1 of Article XI.

- b. Accident, involving his person or property, or the person or property of a member of his immediate family. Immediate family has the same meaning as provided in Section 1 of Article XI.
- c. Serious or critical illness involving a member of the immediate family.
- d. When resulting from an appearance in any court or before any administrative tribunal as a litigant, party, or witness, or any order made with jurisdiction, such as appearing in small claims court or juvenile court with a minor child.
- e. For any other reason with the prior written approval of the Superintendent.
- f. No such accumulated leave in excess of seven (7) days may be used in any school year for the purposes enumerated in this section.
- g. The employee shall file a signed copy of explanation with the District Office.The absence report will note Personal Necessity.
- h. Four (4) days of allowable unused personal necessity leave may be used by the employee at his/her discretion with only the date of the leave requiring approval by site administrator. These four days of discretionary leave are not cumulative.
- 11.8 General Leaves: When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the District and an employee. Requests for unpaid leaves of a duration of six (6) months or less will be granted unless an employee's absence would prevent the accomplishment of necessary District business due to the unavailability of a qualified substitute, or if replacing the absent employee would cost the district more than if the employee had remained in service. If unpaid, the employee may continue insurance coverage by refunding to the District the full cost of such programs. If an employee takes leave without pay, it will be reflected on the employee's paycheck in a timely manner, as close to the date of leave as possible.
- 11.9 Family and Medical Leave (FMLA) and California Family Rights Act

  (CFRA): Employees who have served with the District for one calendar year

  (1,250 hours minimum) or longer prior to the date for which leave is requested are eligible to take up to twelve work weeks of unpaid leave each year for purposes of:

- Birth/care newborn (FMLA); Baby Bonding Newborn (FMLA/CFRA)
- 2. Adoption/foster care placement and Baby Bonding
- 3. Employees' Serious Health Condition
  (Pregnancy/pregnancy-related condition and
- 4. Immediate Family Member's Serious Health Condition

This leave is subject to the following conditions:

- a. The year of eligibility is calculated from July 1 through June 30. Whether or not an employee uses the full twelve weeks of available leave during this time, the eligibility period ends on June 30 and a new one year eligibility period is calculated from the following July 1.
- b. Leave may be taken intermittently during the year of eligibility. Leave must be taken in increments of a half day or more. If the need for leave is not foreseeable, the employee shall request leave with as much advance notice as practicable
- c. A request for leave must be in writing. The employee's request shall state the reason for the leave and its expected duration. The requesting employee must provide the District with a full explanation of the need for leave, including certification of the need for leave from a health care provider, if the leave is due to the employee's serious health condition. However, the request need not include medical facts or a health care provider's diagnosis of the employee's or family member's medical condition. This information is protected under the privacy provisions of the California Constitution.
- d. The District has the right to verify the validity of an employee's leave request. A leave may be denied if the District has a good faith doubt that the reason for leave meets the circumstances stated in the first paragraph of this Section.
- e. The District may request additional medical certification(s) at District expense during the period of leave, but not more often than every thirty (30) days. The District may also request additional medical certification(s) if the employee requests an extension of leave, circumstances described in the

- original certification change significantly, or the district receives information which casts doubt on the validity of the certification.
- f. During the period of leave, the employee and any dependents are entitled to continue coverage under District-paid group health and welfare benefits, at District expense. If the employee normally pays a portion of the premium costs for group insurance plans, the employee must continue paying his/her portion of the premiums during the period of leave. Premium payments shall be made in accordance with established District practice for employees on other forms of unpaid leave.
- g. Family and Medical Leave runs concurrently with other available paid and unpaid leaves of absence. The twelve work weeks of eligibility for leave includes any other paid or unpaid leave(s) utilized by the employee during the period of absence. If the reason for a requested leave qualifies for any form of paid leave provided under this Agreement, the employee is free to substitute the paid leave(s) for unpaid leave to the limit of availability of the paid leave(s). The district may likewise require an employee to utilize appropriate paid leave(s) in place of unpaid leave during the period of absence. Upon expiration of the twelve-work week leave period, an employee is free to continue the absence under any other appropriate form of paid or unpaid leave available, subject to the normal qualifying circumstances and approvals.
- h. An employee taking leave is entitled to use accumulated vacation during the period of leave, to the limit of availability of accrued vacation. Any vacation taken during a leave period counts against the 12 work weeks of available leave. The option to use vacation during a period of leave resides exclusively with the employee. The District may not require an employee to use vacation during a period of leave.
- i. Upon expiration of the period of leave, the employee is entitled to immediate reinstatement to his/her former position, or to a position equivalent in pay range, benefits and other terms and conditions of employment, at the same worksite or a geographically proximate worksite. However, if the employee's former position was impacted by a layoff, reduction in hours or

- bumping by another employee during the period of leave, the employee shall be treated as any other employee impacted by similar actions, as if he or she had been in active status.
- 11.10 Parental Involvement Leave: An employee who is the parent, legal guardian or custodial grandparent of one or more students in grades Preschool through 12 enrolled in any school may take not more than forty (40) hours off work each school year to participate in activities at the child's school. No more than eighteen (18) hours of leave may be taken in any calendar month. The employee is responsible for giving the District reasonable advance notice of leave to be taken. The employee may utilize vacation, compensatory time off, personal necessity leave or personal business leave during the period of absence, or the leave may be taken on an unpaid basis if paid leave is unavailable. If requested by the District, the employee shall provide documentary proof that the time off was spent at the child's school. (Labor Code Section 230.8)
- 11.11 Catastrophic Leave: The purpose of this leave is to provide relief to a bargaining unit member who has exhausted all available paid leaves of absence, vacation and compensatory time off, and who is absent from work due either to a lengthy incapacitating illness or injury, or to an incapacitating illness or injury of a family member which requires the bargaining unit member-to take an extended period of time off work to care for the family member
  - a. Donations to Catastrophic Leave Program: An employee who chooses to donate accrued vacation and/or sick leave credits to the district's catastrophic leave program shall provide written notice to the Superintendent or designee of the amount and type of leave he/she wished to donate. The Superintendent or designee shall review the donor's available leave and transfer the leave credits to a district pool of leave credits designated for this purpose.
  - b. Donations shall be at a minimum of eight hours and in hour increments thereafter. (Education Code 44043.5)
  - c. All transfers of eligible leave credit shall be irrevocable. (Education Code 44043.5)
  - d. Requests for Catastrophic leave: A full time or part time employee may apply to the Superintendent or designee and CSEA to use paid leave from the catastrophic leave program if he/she earns paid time off but has exhausted all of his/her accrued paid leave and needs to take time off from work for an extended period of time due to his/her accrued paid leave and needs to take

time off from work for an expended period of time due to his/her or a family member's catastrophic illness or injury. If the employee is incapacitated a family member or caretake may apply on his/her behalf.

- (cf. 4161/4261/4361- Leaves)
- (cf. 4161.1/4361.1 Personal illness/Injury Leave)
- (cf. 4161.8/4261.8 Family Care and Medical Leave)
- (cf. 4261 1- Personal Illness/Injury Leave)
- e. The employee shall provide verification of the illness or injury. (Education Code 44043.5)
- f. Verification shall be made by means of a letter, dated and signed by the individual's health care provider indicating the incapacitating nature and probable duration of the illness or injury.
- g. An employee who is the recipient of donated leave credits shall use those credits within 12 consecutive months. (Education Code 44043.5)
- h. An employee who receives catastrophic leave shall use a leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to this program. (Education Code 44043.5)

### ARTICLE XII

# **EVALUATION PROCEDURES**

- 12.1 No less than two (2) evaluations shall take place during the probationary period of employment. One of the two evaluations will take place at the end of the third month of the probationary period; the other at the end of the fifth month of the probationary period of six (6) months service. If the required evaluation(s) warrant it, the District Superintendent may extend the evaluation period for an additional three (3) months to no more than nine (9) months of service with the District. If the Superintendent exercises this option, she/he will first meet with the probationary employee to counsel him/her as to the reason for the extension. During this extended probationary period the employee must be evaluated at the end of the seventh month.
- 12.2 One evaluation per year will occur for all permanent employees who have worked for less than five years for the district. Employees working more than five years may be evaluated every other year when mutually agreed upon by the supervisor and the CSEA member
- 12.3 The evaluator shall review and discuss his/her evaluation with the employee. The employee shall then sign the evaluation testifying that the review and discussion has taken place. The employee's signature in no way signifies agreement with the evaluation.
- 12.4 When a unit member receives a negative evaluation, a written explanation shall include improvement suggestions and directions, as well as an identification of management support that will be provided.
- 12.5 The employee shall have the right to attach his/her comment to the evaluation, which shall become part of the evaluation record.

# **ARTICLE XIII**

# **TRAINING**

- 13.1 <u>In-Service Training Program:</u> The District shall provide a program for in-service training for employees in the bargaining unit designed to maintain a high standard of performance and to increase the skills of employees in the bargaining unit. The District will meet annually with CSEA representatives to plan inservice training. The CSEA Career Training Guide will be used as a resource for finding trainers.
- 13.2 <u>In-Service Training Time</u>: In-service training shall take place during regular working hours at no loss of pay or benefits to employees. All actual testing time required of school bus drivers for the renewal of California School Bus Certificates shall be in-service training hours, compensated at the appropriate rates of pay under this agreement. Any in-service training conducted outside of employees' contracted time will be compensated for at the employees' hourly wage.

# ARTICLE XIV SAFETY

- 14.1 Employees are required to be safety conscious in their own actions and to report unsafe or unhealthy conditions to their immediate supervisors. Upon receiving written notice of an alleged unsafe or unhealthy condition, the supervisor will have the responsibility of determining if, in fact, an unsafe or unhealthy condition exists. Upon that determination the supervisor will initiate action to correct the condition.
- 14.2 Should regulations require use of any equipment to insure the safety of an employee or others, the District agrees to furnish such equipment.
- 14.3 The District shall conform to and comply with all health, safety and sanitation requirements imposed by state or federal law or regulations adopted under state or federal law.
- 14.4 Employees shall not be penalized for refusing to perform tasks or use equipment or expose themselves to materials or substances which the employee has not been trained to handle or use safely, or has not been provided appropriate protective equipment, clothing, and supplies in accordance with State and Federal guidelines, or which the employee reasonably believes to be unsafe or to represent a threat to his/her health or safety, based on documented evidence or standard operating procedures, using the level of protection the District has provided.

### **ARTICLE XV**

## CHECKOFF, ORGANIZATIONAL SECURITY, AND LICENSED ACTIVITIES

- 15.1 CSEA shall have the sole and exclusive right to have employee organization membership dues, initiation and service fees payroll deducted for bargaining unit employees by the District.
- 15.2 Within thirty (30) calendar days of the date of final ratification of this Agreement, or within thirty (30) calendar days of date of hire for bargaining unit employees hired during the life of this Agreement, each bargaining unit employee shall either become a member of CSEA and pay regular CSEA membership dues and assessments or, in the alternative, shall pay service fees to CSEA in amounts equal to regular CSEA membership dues and assessments. In addition, each bargaining unit employee shall maintain one or the other form of payment in full force effect for the life of this Agreement.
- 15.3 The District agrees to notify the CSEA Chapter President in writing of the names, addresses, telephone numbers, assigned job sites and job classifications of all bargaining unit employees within three (3) working days following the date of final ratification of this Agreement, and of those who are hired during the life of this Agreement, within three (3) working days of their date of hire.
  - a. Should any bargaining unit employee fail to comply with the provisions of Section 15.2, the CSEA Chapter President shall notify the District Superintendent of that fact in writing, and shall request that the District begin withholding the service fee amount from the employee's wages during the next payroll cycle, and shall deliver the money withheld to CSEA in the same manner as other employees' membership dues and service fees. The District shall continue withholding service fees from the employee's wages until CSEA notifies them in writing to discontinue, or until the employee submits a signed CSEA membership application.

- 15.4 CSEA membership dues and service fees shall be paid in accordance with the rates regularly established, which rates may be modified or amended during the life of this Agreement in accordance with the provisions of the Constitution and bylaws of CSEA (the State Associates and/or the affiliated Chapter).
- 15.5 Any bargaining unit employee who is a member of a religious body whose traditional tenet or teaching include objections to joining or financially supporting employee organizations shall be excused from the provisions of Section 15.2, except that such employee shall, in lieu of payment of dues/service fees to CSEA, pay amounts equal to such dues/service fees to a non-religious, non-labor organization or charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, as selected by the employee. The employee shall provide documentary proof of such payment to the District, on an annual or monthly basis depending on the method and timing of payment to the organization or fund, in order to retain eligibility for this exemption. If the employee fails to provide such proof within thirty (30) days after any required and scheduled payment, the District shall notify CSEA of that fact, and CSEA shall have the right to impose the provisions of Section 15.2 on the employee.
- 15.6 The CSEA agrees to pay the full costs of the enforcing procedure of Article XV including but not limited to secretarial costs, administrative costs, hearing officer costs, legal counsel costs, hearing transcript costs, and court costs of the District.
- 15.7 For the duration of this agreement (July 1, 2018 through June 30, 2021) the Bargaining Unit and CSEA license the District to allow enrolled students to perform work the District recognizes as CSEA Bargaining Unit work in the following areas. Students shall not be used to replace or displace current unit members.
  - a. Cafeteria Kitchen: Food service, menu preparation, food preparation, cooking, cleanup and related kitchen activities.
  - b. Grounds keeping: Gardening, landscape planning, maintenance and improvement, lawn care. Child labor laws will be adhered to in regards to student equipment use.
  - c. Computer Lab/Classroom: Working with small groups of younger students.

- d. Maintenance: Painting, general custodial or maintenance work if under the supervision of maintenance and/or custodial staff.
- e. Office Workers/Teacher assistance- Under the supervision of Office staff or classroom teachers or site administrators.
- 15.8 For the duration of this agreement adult volunteers may be utilized in classrooms, District programs, or at individual sites to assist the existing staff with programs, instruction, or facilities. Adult volunteers shall not be used to replace or displace current unit members and shall not be used to permanently transfer work out of the bargaining unit. Rather, the use of adult volunteers is intended to further the educational process in a time of educational changes and economic uncertainties. Adult volunteers will be supervised by District employees (classroom teacher, program director, site administrator, or bargaining unit employee), as they are utilized in the District's behalf.

#### ARTICLE XVI

### **LAYOFF AND REEMPLOYMENT**

- 16.1 Reason for Layoff: Layoff shall occur only for the lack of work or lack of funds.
- Notice of Layoff: The District shall notify any bargaining unit employee(s) subject to layoff and CSEA in writing of the proposed layoff not less than sixty (60) calendar days prior to the effective date of the layoff. CSEA shall have the right to consult with the District during the sixty (60) day period to review the proposed layoff and determine that the manner and order of layoff and the exercise of bumping rights have been in accordance with the provisions of law and this article. Layoff notices shall specify the reason for layoff and shall identify by name and classification the employee(s) whose layoff is anticipated.
- 16.3 Order of Layoff: Any layoff shall be affected within a class. The order of layoff shall be determined by seniority within that class plus higher classes within the District. Higher class means a class with the same or higher salary placement. An employee with the least seniority within the class plus higher classes shall be laid off first, either directly or effectively through the exercise of bumping rights by more senior employees. Seniority shall be based on each employee's first date of paid service as a regular classified employee in the class, plus higher classes, or seniority determined under Section 8 succeeding.
- Bumping Rights: An employee to be laid off from his/her position may elect to bump the most junior employee in the class who works the same number of non-overtime hours. If there is no such employee, bumping shall be to either 1) the position held by the most junior employee in the class who works fewer hours, but most nearly equal to those of the affected employee, or 2) into a lower class where the employee has accrued seniority through prior service in the class. Seniority in the lower class shall be determined by seniority in that class plus higher classes. The employee shall have the right to continue bumping into lower classes in which he has accrued seniority in order to avoid separation from employment. Employees who exercise bumping rights retain all of their reemployment rights to the class and the hours from which originally laid off.

- Employees who are bumped by more senior employees shall be free to exercise their bumping rights in order of seniority.
- 16.5 <u>Vacant Position</u>: Any vacant position in a class shall be deemed to be the most junior employee in the class and shall be bumped into without advertising the vacancy.
- 16.6 <u>Salary When Bumping</u>: An employee who bumps into a lower class retains the salary step placement he enjoyed in the higher class.
- 16.7 <u>Layoff In-Lieu of Bumping</u>: A laid off employee who elects separation from employment rather than exercise bumping rights retains all reemployment rights.
- 16.8 Equal Seniority: If two or more employees subject to layoff possess equal class seniority, precedence shall be determined by the earliest hire date as a regular classified employee with the District. If hire date seniority is equal, precedence shall be determined by lot.
- 16.9 Reemployment Rights: Laid off employees are eligible for reemployment in the class and to the hours from which laid off for a period of thirty-nine (39) months and shall be reemployed in the reverse order of layoff. Their reemployment shall take precedence over any other type of employment. Acceptance, or refusal to accept, a reemployment offer to a position with lower class status or shorter hours than that from which laid off shall not diminish any employment rights. Laid off employees shall have the right to apply for other positions within the District as if they were in active status. Any right to promotional or transfer precedence granted active bargaining unit employees by this agreement shall be extended in like manner to laid off employees on reemployment lists. Employees who elect voluntary demotions or voluntary reductions in regular, non-overtime hours of employment as layoff in lieu of separation from employment shall, at the employee's option, be returned to positions in their former classes and to positions with increased hours as positions become available, and with no time limit, except that they shall be ranked on a reemployment list in accordance with their seniority.
- 16.10 Retirement in Lieu of Layoff: Any eligible bargaining unit employee may elect to accept a service retirement in lieu of layoff, voluntary demotion or reduction in assigned time. Such employee shall, not less than ten (10) days prior to the

effective date of the proposed layoff, provide written notification to the District to this effect. The District shall assist the employee in effecting retirement through the Public Employees Retirement System. The employee shall then be placed on a thirty-nine (39) month reemployment list as would any laid off employee. However, the employee's eligibility for reemployment shall be governed by the applicable statutes within the Government Code, and the Regulations of the Public Employees Retirement System. The District agrees that when an eligible retiree responds positively and in a timely fashion to an offer of reemployment, the retiree shall be granted the time necessary for terminating retired status and returning to active service. An eligible retiree who declines to accept an offer of reemployment to a position equal in class and hours to that from which retired shall be removed from the reemployment list and thereafter be considered permanently retired. Any election to accept service retirement following layoff shall be considered retirement in lieu of layoff under this Section.

- 16.11 <u>Seniority Roster</u>: The District agrees to maintain a seniority roster for all bargaining unit classes which shall be updated not less often than annually.
   CSEA shall be entitled to receive a copy of said roster each time it is updated, and each time layoffs are to occur.
- 16.12 Reemployment Notice: Whenever a reemployment list is in effect for a bargaining unit class, the District shall be responsible for providing written notification of appropriate openings to employees on said list by placing said notice in the U.S. Mail, postage prepaid, to the last known address of the employee. CSEA shall concurrently be provided a copy of each notice.
- 16.13 Employee Response: Employees on reemployment lists who desire to return to active status with the District shall be responsible for notifying the District to this effect within ten (10) days of receipt of a notice of appropriate opening. An employee accepting reemployment shall report to work not later than thirty (30) days after the date of intended reemployment as announced by the District.
- 16.14 <u>Combined Classes</u>: Employees serving in a combined class, the component classes of which include the same duties as do two or more other bargaining unit classes, shall accrue seniority in the component classes in the same manner as for

- the combined class, in amounts which reflect the proportion of regular nonovertime hours served in each of the component classes.
- 16.15 Retention of Fringe Benefits: Whenever a bargaining unit employee suffers an involuntary reduction in his/her daily hours and/or annual days of employment, his/her entitlement to the District-paid health and welfare insurance benefits provided under the terms of this Agreement shall continue at the rate he/she enjoyed prior to the reduction in hours for the duration of his term on any active reemployment list.
- 16.16 Adjustment to Seniority: An unpaid leave of absence of less than thirty (30) calendar days duration shall have no impact upon an employee's seniority. If an employee takes an unpaid leave of absence of thirty (30) calendar day's duration or longer, the employee's class seniority and hire date seniority dates shall be rolled forward an equivalent amount of time.

#### **ARTICLE XVII**

# PROCEDURES FOR DISCIPLINE OF PERMANENT UNIT MEMBERS

- 17.1 <u>Disciplinary Action</u>: Disciplinary action may be imposed upon permanent employees only pursuant to this Article. The following disciplinary actions may be taken by the District against a permanent employee for the causes listed in Section 17.3.
  - a. Dismissal: Dismissal is removal from the employment of the District.
  - Suspension: Suspension is temporary removal from the employment of the District for a specified period of time.
  - c. Involuntary Reassignment: Involuntary reassignment is a change of assignment whereby an employee is deprived of an incidence of classification.
  - d. Involuntary Demotion: Involuntary demotion is placement in a lower classification.
- 17.2 <u>Right to Representation</u>: Any bargaining unit member shall have the right to representation at any meeting with a District representative which the bargaining unit member reasonably believes may lead to discipline of the bargaining unit member.
- 17.3 <u>Cause</u>: A permanent employee may have disciplinary action taken against him or her only for cause, including but not limited to the following:
  - a. Neglect of duty;
  - b. Inefficiency;
  - c. Incompetence;
  - d. Violation of District policy, administrative regulation, written rules and the collective bargaining agreement;
  - e. Insubordination, including, but not limited to refusal to perform assigned work;
  - f. Dishonesty;
  - g. Possession or consumption of alcoholic beverages on school property or reporting for work while under the influence of alcohol;

- h. Discourteous, abusive, offensive or immoral conduct or language toward other employees, students or the public;
- Addiction to or being under the influence of narcotics or controlled substances without a prescription;
- j. Conviction of a sex offense as defined in Education Code Section 44010, conviction of narcotics offense in Section 44011, or conviction as a sexual psychopath in Article I, Chapter 1, Part 1.5, Division 6 of the Health and Welfare Code;
- k. Repeated, unexcused tardiness;
- 1. Repeated, unexcused failure to report to work as assigned;
- m. Excessive absence which is detrimental to the District;
- n. Inability to work harmoniously with others to such a degree that District functioning is disrupted;
- o. Damage to public property;
- p. Mental and physical inability to perform assigned duties;
- q. Failure to maintain licenses or certificates required by law or the job description for the job;
- r. Abuse of leave privileges;
- s. Absence without notification;
- t. Falsifying any information supplied to the district, including information on application forms, employment records or any other District records;
- u. Refusal to take a medical examination required by the District;
- v. Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job or accepting anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public; and
- w. Abandonment of position, which shall be defined as three consecutive days of absence without contact between the employee and the District.

#### 17.4 Procedure:

a. <u>Progressive Discipline</u>: Except in those situations where an emergency suspension is justified under Section c, or situations involving serious and inexcusable misconduct on the part of the employee, it is the intent of the

- parties that discipline be applied progressively to afford the employee the opportunity to correct deficient work practices or misconduct. It must be recognized, however, that there are infractions which would necessitate action to protect the District.
- b. <u>Informal Conference</u>: Prior to imposing disciplinary action, and as soon as reasonably possible after the event which forms the basis for disciplinary action, except in emergency situations, the Superintendent or designee shall meet with the employee, inform the employee of the proposed discipline and causes therefore, and give the employee an opportunity to respond. At this meeting, the Superintendent or designee shall inform the employee of the right to a representative of his/her choice.
- c. <u>Emergency Situations</u>: If the employee's continued presence at the work site constitutes a danger or jeopardizes the welfare of the employee, other staff, and/or students, the supervisor may suspend the employee immediately and schedule a subsequent informal conference when the emergency is over. The employee shall be entitled to pay during any such suspension.
- d. <u>Administrative Leave</u>: Any permanent bargaining unit member may be placed on administrative leave from duty with pay pending a determination of whether or not discipline will be recommended by the Superintendent.
- e. Sex or Narcotics Offenses: Compulsory Leave: Any permanent bargaining unit member charged with the commission of any sex offense as defined in, but not limited to, Education Code Section 44010, or with the commission of any narcotics offense as defined in, but not limited to, Education Code Section 44011, may be placed upon compulsory leave of absence pending a final disposition of such charges. Any permanent bargaining unit member placed on compulsory leave shall continue to be paid his or her regular salary during such leave if he or she furnishes to the District a suitable bond to guarantee that the permanent bargaining unit member will repay the salary paid during the compulsory leave in case the permanent bargaining unit member is convicted of such charges or fails to return to service following expiration of the compulsory leave. If the permanent bargaining unit member does not furnish a bond and if the permanent bargaining unit

- member is acquitted of such offense, or the charges dropped, the District shall pay to the permanent bargaining unit member upon his or her return to service, the full amount of salary which was withheld during the compulsory leave.
- f. <u>Hearing</u>: The employee shall be served with the written notice of charges of and is entitled to a hearing upon request, prior to suspension without pay, involuntary reassignment, demotion or dismissal.
- g. <u>Written Notice</u>: An employee who is to have disciplinary action taken against him/her shall be served with written notice of the following:
  - 1) Statement of charges: A statement of the specific charges against the employee shall be written in ordinary and concise language of the specific acts and omissions on which the disciplinary action is based and shall include the cause and any rules and regulations which have been violated. No charge, however, shall be based on any cause which occurred prior to the employee's becoming permanent nor more than two (2) years from the filing of this statement of charges. The statement shall include notice to the employee of the right to a representative of his/her choice at the hearing.
  - 1) Right to a hearing: The notice shall include a statement that the employee has a right to a hearing, and shall include a card or paper, the signing of which shall constitute a demand for a hearing and denial of all charges. The notice shall state the date by which the card or paper requesting a hearing must be returned to the District. The date shall be not less than five (5) calendar days from service. Failure to request a hearing within the specified time shall be deemed to be a waiver of the right to the hearing.
  - 2) Access to material: The employee may, upon request, have copies of the material in his/her personnel file.

# h. Hearing:

1) The hearing shall be held within a reasonable period of time but not less than ten (10) days after the filing of a request for a hearing. Days in this section means days when the District office is open for business.

- 2) If the employee <u>does not</u> request a hearing by the specified date, the Board may determine if cause exists for discipline and take action without a hearing.
- 3) The employee may be represented at the hearing by a representative of his or her choice.
- 4) The hearing shall be conducted before the Board of Education or before an impartial hearing officer selected by the Board.
- 5) The hearing shall be closed unless the permanent bargaining unit member requests that the hearing be open to the public.
- 6) The employee and administration shall have the right to present such affidavits, exhibits, and other evidence as the hearing board deems pertinent to the inquiry, to appear and testify, and to call and to cross examine witnesses. All testimony shall be under oath.
- The hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be admitted for any purpose, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.
- 8) The Board of Education or hearing officer may upon request of either party exclude all witnesses not under examination, except the permanent bargaining unit member and the party attempting to substantiate the charges against the permanent bargaining unit member and their respective counsel. When hearing testimony on scandalous or indecent conduct, all persons not having a direct interest in the hearing may be excluded.

- 9) The burden of proof shall be upon the District.
- 10) The District shall make a good faith effort to make an electronic recording of the proceedings. Failure to make such a recording shall not constitute grounds for vacating or reversing the decision. Either side may make a stenographic recording of the proceeding.
- 11) The Board of Education or the hearing officer may grant a continuance of any hearing upon such terms and conditions as it may deem proper.

# i. Findings and Decision:

- If the hearing is delegated, the designee shall submit a written recommended decision to the Board of Education which shall include proposed findings of fact and determination of issues. A copy of the recommended decision shall be sent to the employee.
- 2) If the hearing is delegated, prior to making a final decision on a recommended decision, the Board of Education shall afford the employee the opportunity to present written arguments to it on the sufficiency of cause for disciplinary action. The Board is not required to hold another hearing or receive oral argument.
- 3) The Board of Education may accept, reject, or modify the recommended decision. Should the Board reject or modify the recommended decision, it shall first review the record of the hearing. Any modified decision shall include finding of fact and determination of issues by the Board of Education.
- 4) If the Board conducts the hearing itself, a written decision shall be prepared including findings of fact and determination of issues.

# j. Results of the Hearing:

- 1) A written decision shall be sent to the employee and representative including the findings of fact and determination of issues.
- 2) Except for correction of clerical error, the decision of the Board shall be final.
- 3) Unless the decision provides otherwise, it shall be effective immediately.

17.5 <u>No Grievance</u>: Outcome of disciplinary actions are not grievable. Alleged errors or deviations from the above-described procedures may be grieved by the bargaining unit.

# **ARTICLE XVIII**

### SHARED DECISION MAKING

- 18.1 <u>History</u>: The District Advisory Committee was formed in the fall of 1996 with the intention of representing all elements of the school community in the decision-making process. The goal was to eliminate duplication of efforts, increase community and staff buy-in, and do the research to advise the board on a variety of issues. DAC replaced various committees, including the Calendar Committee, the Facilities Committee, the Restructuring Committee, and the Executive Budget Committee. Beginning in 2014 the District Advisory Committee will also serve as the Local Control Accountability Advisory Board.
- 18.2 Purpose: The District and the Association recognize that shared decision making, in which employees at individual schools and members of the school community are given increased responsibility for making decisions, may improve effective professional practice and the educational process, may improve the school's productivity, and may ensure that learning and teaching are enhanced. The process includes involvement of all segments of the school community and is based on mutual trust, shared responsibility, and accountability. Accordingly, in order to facilitate the development and implementation of shared decision-making procedures in the School District, the parties agree as follows:

### 18.3 District Advisory Committee:

- a. A Shared Decision-Making Council, also known as the District Advisory Committee (DAC), shall be convened during the first full month of each school year.
- b. The School Board will budget not less that \$3000 for a period of three years for use by the DAC in carrying out its responsibilities
- c. <u>Participants</u>: The District Advisory Committee (DAC) will be comprised of the following: Three certificated members of the Long Valley Teachers Association (LVTA), three classified members of the California Schools Employee Association (CSEA), the Superintendent or Business Manager, two principals, two school board members, one rep from the American Indian

- community, and one non-school member from each of the site councils, as well as a high school student representative. Additional participants may be appointed by the DAC for service on Special Committees, attempting to maintain the same representation established in the DAC for appointees. The represented groups may appoint alternates to attend DAC meetings at which members may be absent.
- d. Method of Selection: Superintendent and principal(s) will serve by virtue of their position. All other representatives will volunteer or be elected from their constituent groups. CSEA representatives will be appointed by the Chapter President.
- e. <u>Terms of Office/Meetings:</u> Members will serve a one (1) year term, the chairperson to be elected by the council members at the first meeting of each year. The council will meet on a regular monthly basis, or more frequently as needed.

# 18.4 <u>District Advisory Committee Responsibilities:</u>

The District Advisory Committee shall have the following functions and responsibilities:

- a. Serve as Advisory group to the Board.
- b. Advise the Board as to how district budget is allocated.
- c. Serve as a forum for improved communication throughout the district.
- d. Serve as a forum for ongoing restructuring discussions.
- e. Serve as an Advisory Committee for planning/problem solving.
- f. Serve as a committee for facility planning.
- g. Create school calendar options with input from the stakeholders.
- h. Study and receive training on shared decision making.
- Sponsor training programs for shared decision making and give workshops to all members of the school community.
- j. Review School Site Council projects and activities on a yearly basis as submitted to it by Site Councils.
- k. Support collaboration among school site administrators, staff, and parents in the allocation of resources at the school sites.

- Any subcommittee created by the DAC will be chaired by a DAC member who will represent the committee's progress and recommendation back to the DAC.
- m. DAC will also conduct yearly satisfaction surveys of students, staff, and parents. Survey results will be released by March 15<sup>th</sup>, before scheduling takes place, so that School Site Councils can use the information to target areas for improvement.
- 18.5 The District Advisory Committee shall consider all points of view and shall solicit the advice and counsel of parent organizations, other employee groups and all other interested parties. All DAC meetings shall be open meetings.
- 18.6 The District Advisory Committee is prohibited from hiring, firing, evaluating, or directing the work of Unit Members or establishing merit pay for members.
- 18.7 <u>Problem Solving:</u> The DAC will serve as a forum for discussion regarding conflict that may arise from the shared decision making process.Recommendations for resolution will be forwarded to the Superintendent.
- 18.8 <u>Review</u>: All district-wide shared decision making arrangements will be reviewed periodically by the DAC, who will report to the board. The board shall periodically review the effectiveness of the DAC as an advisory committee.
- 18.9 Role of District Advisory Committee Members:
  - a. Representatives of the Board of Education, administration, staff, students and parents shall work together to develop and strengthen the shared decisionmaking process.
  - b. The Principal of each site will serve as an agent of change. He/she will work to broaden and sustain the commitment to student learning by involving stakeholders in the decision-making process.
  - c. The Superintendent will promote a district wide culture that values collaboration among stakeholders.
  - d. The staff of each site will share their experience and expertise by actively participating in a model of school improvement that emphasizes collaboration and shared decision making.
- 18.10 <u>Shared Decision Making at the Site Level:</u> Each site administrator and staff will work on a model for shared decision making at their site. The goals of shared

site-level decision making in the Laytonville District will be to allocate resources that improve teaching and learning, to create avenues for the broadest participation, and to utilize manageable, incremental steps to adjust decisions based on experiences over time. It is the responsibility of the site administrator and staff to develop a model of shared site-based decision-making to accomplish these goals.

Addendum: Nothing in this agreement shall preempt the management rights of the Board, as provided in Education Code, Article 4, "Powers and Duties," beginning with Section 35160.

#### **ARTICLE XIX**

### CLASSIFIED EMPLOYEES PROFESSIONAL DEVELOPMENT PLAN

- 19.1 Classified Employees Professional Development Committee (C.E.P.D.C.):
  - a. The District shall create a Classified Employees Professional Development Committee. The membership will include: two (2) CSEA representatives, a Governing Board representative, and an administrative representative.
  - b. The CEPDC will:
    - 1. Elect a chairperson each year;
    - 2. Meet annually in November to review individual plans and verify units earned towards reclassification:
    - Make a recorded vote on all decisions. Tie votes will be decided by the Superintendent.
  - c. Appointment to the committee will be for a term of two (2) years. The CSEA President will appoint CSEA members, the Board President will designate the Board's representative, and the Superintendent will appoint the administrative designee.

# 19.2 Criteria for Verifiable Units:

- a. CSEA employees may earn units towards reclassification through participation in any of the following categories of activity:
  - 1. University and community college courses
  - 2. Adult school courses (ten hours equal to one unit)
  - 3. Trade schools, including business colleges
  - 4. Job-related workshops, institutes, seminars and conferences (ten hours equal to one unit)
  - 5. Individual research
    - a) CSEA employees may receive credit for the development of a project to be used to improve the performance of assigned duties. The subject of such a study should add to the efficiency and quality of work by all employees, by specific classification, or by the person undertaking the project.
    - b) Projects must be submitted to the committee on the approved form (Appendix B) for prior approval.

- c) Credit will be limited to a maximum of three units per plan, and one plan per year.
- 6. Employees requesting verification of courses for which credits are not assigned should provide documentation of hours of participation (e.g. certificate of completion, certificate of attendance, letter from instructor, or similar evidence of participation).
  - Documentation must show employee's name, number of hours of participation, date of completion, and original signature or seals.
  - b) Certificates must be presented to LUSD Administrative Assistant, who may copy certificates, initial and date copies, and return originals to employee.
- b. Courses generally recognized as applicable for units are as follows:
  - 1. Community relations (particularly Native American studies)
  - 2. First Aid, CPR, related safety courses
  - 3. Basic content courses in the primary academic areas (math, English, etc.)
  - 4. Specialized courses as pertinent to specialized assignments (e.g. PE, crafts)
  - 5. Computer and technology courses with job-related applications
  - 6. Interpersonal skills (communications, oral interpretation)
  - 7. Summer institute classes, seminars through M.C.O.E.
  - 8. Child development classes
  - 9. Cooperative Work Experience through Mendocino College
- c. Employees may not receive credit for activities which occur during paid time or which are part of their regular assigned duties.
- d. Courses taken for credit should be relevant to the employee's current, or a possible future, job classification. CEPDC may ask for justification.
- e. The Superintendent may approve courses for credit in advance if the employee so requests.

- f. Courses taken on a pass/fail basis are eligible for credit only if a letter grade is not offered. Graded courses must be passed with a grade of "C" or better to be eligible for credit.
- g. Courses submitted for verification must have been completed within the previous ten years.
- h. If the title of the course, workshop, institute or other training is unclear, a letter must be submitted describing contents and justifying the relationship to a current or possible future job classification.

# 19.3 <u>Verification of Units</u>:

- a. All units must be completed by September 30, and transcripts and requests
  for verification submitted on the approved form (Appendix B-1) by October
  31. All unit verification will be based on official transcripts only or an
  approved individual research project.
- b. Each page of transcript must have employee's name and name of college.
- c. Official transcripts must be presented to LUSD Secretary, who may copy transcripts, initial and date copies, and return original to employee.\
- d. Employee must be employed with LUSD no less than 91 calendar days prior to submitting units for verification.
- e. All unit verifications will be made by the CEPDC.
- f. All recommendations regarding classification adjustments will be forwarded to the District Office by November 30 (Appendix B-2). Adjustments will be made retroactive to July 1.
- g. An employee may appeal a decision of the CEPDC to the Superintendent, whose decision will be final.

### 19.4 Reclassification:

- a. Upon verification of ten units, employees will be placed on the appropriate step/range on the professional growth salary schedule.
- b. Employees will be limited to one increase on the professional growth salary schedule each year. Employees will be limited to a maximum of six increases.

- c. Employees who receive range increases as a result of reclassification will maintain prior professional growth increases. Employees who receive range increases as a result of a cross-class transfer will retain professional growth increases earned through reclassification.
- 19.5 <u>Job Descriptions</u>: During the 2021-2022 fiscal year, the District and CSEA shall conduct a job description study of all bargaining unit positions. The study shall be initiated by January 1, 2022 for those positions which do not accurately reflect what duties are currently being performed, the parties agree to renegotiate the job description(s) and the hourly rate of pay for positions being revised through negotiations. There shall be no regressive hourly rate of pay for any position.

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# APPENDIX A

# LAYTONVILLE UNIFIED SCHOOL DISTRICT CLASSIFIED SALARIES AND SERVICE RANGE ASSIGNMENTS

2021-2022

LAYTONVILLE UNIFIED SCHOOL DISTRICT	SCHOOL	. DISTRI	CT		Classifie	Classified Salary Schedule with compounding longevity	Schedu	le with a	unodwa	ding lon	gevity			Compounded	papun	
Effective: July 1,2021	Step>												%8	%90.9	10.40%	15.90%
	Range	٨	В	O	۵	ш	ш	g	I	-	7	L1 1%	L2 2%	L3 3%	L4 4%	L5 5%
Café Helper	-	15.00	15.05	15.10	15.15	15.20	15.25	15.30	15.35	15.40	15.61	15.76	16.08	16.56	17.23	18.09
Paraeducator	7	15.05	15.10	15.15	15.20	15.25	15.30	15.35	15.40	15.45	15.79	15.95	16.27	16.76	17.43	18.30
SPED, Yd, Prs As	<sub>ເ</sub>	15.10	15.15	15.20	15.25	15.30	15.35	15.40	15.45	15.50	16.19	16.35	16.68	17.18	17.87	18.76
Pre Assoc	4	15.15	15.20	15.25	15.30	15.35	15.40	15.45	15.50	15.92	16.88	17.05	17.39	17.91	18.63	19.56
Cook	ι	15.20	15.25	15.30	15.35	15.40	15.45	15.50	15.70	16.04	17.01	17.18	17.52	18.04	18.77	19.70
VocTech	9	15.25	15.30	15.35	15.40	15.45	15.50	15.70	15.93	16.73	17.74	17.92	18.28	18.82	19.58	20.56
	^	15.30	15.35	15.40	15.45	15.50	15.70	15.82	16.05	16.85	17.87	18.05	18.41	18.96	19.72	20.71
	ω	15.35	15.40	15.45	15.50	15.55	15.84	15.92	16.16	16.97	17.99	18.17	18.54	19.09	19.86	20.85
Comp/Lib/10cust/ASES	ິ ດ	15.40	15.45	15.50	15.70	15.82	16.05	16.44	17.03	17.71	18.77	18.96	19.34	19.92	20.71	21.75
Cust/Grnd/Lib2/PreT/hth tec/sec	2	15.45	15.50	15.70	15.81	16.21	16.61	16.86	17.28	18.14	19.24	19.43	19.82	20.41	21.23	22.29
Maint/Van Drvr/ASES D/P	Έ	15.50	15.70	15.81	16.21	16.61	17.03	17.28	17.72	18.59	19.72	19.92	20.31	20.92	21.76	22.85
ASES Asst Coord/Cust 12	12	15.71	15.81	16.05	16.44	16.86	17.28	17.72	18.16	19.06	20.22	20.42	20.83	21.45	22.31	23.43
Dist gmds-maint/mechanic	13	15.96	16.53	16.94	17.52	18.14	18.78	19.43	20.11	20.82	21.76	21.98	22.42	23.09	24.01	25.21
Bus driver/Pay/Site Admin	14	16.53	16.94	17.52	18.14	18.78	19.43	20.11	20.82	21.54	22.52	22.75	23.20	23.90	24.86	26.10
	15	17.11	17.52	18.14	18.78	19.43	20.31	20.82	21.54	22.30	23.31	23.54	24.01	24.73	25.72	27.01
ASES Coord/Pre Dir/Lead dr	19	17.70	18.32	18.78	19.43	20.11	21.02	21.76	22.30	23.08	24.13	24.37	24.85	25.60	26.62	27.95
					;											
Position			Range		Position	_		_	Range							
Cafeteria helper			_		State Pr	State Preschool Teacher	Teacher		9							
Paraeducator			2		Van/Dist	Van/District vehicle driver	ole driver		7		Compounded	nded				
Paradeucator Sp Ed			ო		ASES D	ASES Driver/Para	a		7		Longevity:	ť.				
Preschool Assistant			n		ASES A	ASES Asst Coord	0		12		L1= J+1%	10-14 year	L1= J+1% 10-14 years of service	0		
Yard/Cafeteria supervisor			n		Custodia	Custodian (12 month)	onth)		12		L2= L1+29	6 (3%) 15-1	L2= L1+2% (3%) 15-19 years of service	service		
Preschool Associate Teacher	her		4		Distirct (	Distirct Grounds/Maint.	Maint.		13		L3= L2+3%	% (6.06%) 2	L3= L2+3% (6.06%) 20-24 years of service	of service		
Pre-K/Kndrgrtn After School Assoc Teach	ool Assoc	: Teach	4		Mechanic	ပ္			13		L4= L3+4%	6 (10.4%) 2	L4= L3+4% (10,4%) 25-29 years of service	of service		
Cook			5		<b>Bus Driver</b>	er			14		L5= L4+5%	% (15.9%) 3	L5= L4+5% (15.9%) 30+ years of service	fservice		
Vocational Tech			9		Payroll-	Payroli-Accounts Payable	Payable		4							
ASES Paraeducator			თ		Site Adn	Site Administrative Assistant	re Assist	ant	14							
Comp Lab Asst			თ		Technol	Technology Specialist	sialist		15							
Custodian (10 month)			တ		ASES C	ASES Coordinator	'n		16							
Library Tech I			တ		Head Di	Head District Maint./Grounds	int./Grou	nds	16							
Health Tech			10		Lead Bu	Lead Bus Driver/Fleet Maint.	Fleet Ma	int.	16							
Health Tech/Secretary Reg	Registrar		10		Prescho	Preschool Site Director/Teacher	irector/T	eacher	16							
istrar			10													
Library Tech II			9								4/20/21					

Step B 15%	Pro Grawth	17.31	17.37	17.42	17.48	17.54	17.60	17.65	17.71	17.77	17.83	18.06	18.18	19.01	19.48	20.15	21.07	tep D 15%	Pro Growth	17.42	17.48	17.54	17.60	17.65	17.71	17.77	17.83	18.06	18.18	18.64	18.91	20.15	20.86	21.60	22.34
Step B 12.5% S	Pro Growth	16.93	16.99	17.04	17.10	17.16	17.21	17.27	17.33	17.38	17.44	17.66	17.79	18.60	19.06	19.71	20.61	Step D 12.5% Step D 15%	Pro Growth F	17.04	17.10	17.16	17.21	17.27	17.33	17.38	17.44	17.66	17.79	18.24	18.50	19.71	20.41	21.13	21.86
Step B 10%	Pro Growth	16.56	16.61	16.67	16.72	16.78	16.83	16.89	16.94	17.00	17.05	17.27	17.39	18.18	18.63	19.27	20.15		Pro Growth	16.67	16.72	16.78	16.83	•		•		•			18.08		19.95	20.66	21.37
Step B 7.5%	Pro Growth	16.18	16.23	16.29	16.34	16.39	16.45	16.50	16.56	16.61	16.66	16.88	17.00	17.77	18.21	18.83	19.69	Step D 7.5%	Pro Growth	16.29	16.34	16.39	16.45	16.50	16.56	16.61	16.66	16.88	17.00	17.43	17.67	18.83	19.50	20.19	20.89
Step B 5%	Pro Growth	15.80	15.86	15.91	15.96	16.01	16.07	16.12	16.17	16.22	16.28	16.49	16.60	17.36	17.79	18.40	19.24	Step D 5%	Pro Growth	15.91	15.96	16.01	16.07	16.12	16.17	16.22	16.28	16.49	16.60	17.02	17.26	18.40	19.05	19.72	20.40
Step B 2.5%	Pro Growth	15.43	15.48	15.53	15.58	15.63	15.68	15.73	15.79	15.84	15.89	16.09	16.21	16.94	17.36	17.96	18.78	Step D 2.5%	Pro Growth	15.53	15.58	15.63	15.68	15.73	15.79	15.84	15.89	16.09	16.21	16.62	16.85	17.96	18.59	19.25	19.92
	9	_	2	က	4	2	9	7	∞	6	9	7	12	13	4	15	16		9	-	7	က	4	5	9	7	œ	6	9	7	12	5	4	15	16
tep A 15%	ro Growth Range		17.31	17.37	17.42	17.48	17.54	17.60	17.65	17.71	17.77	17.83	18.07	18.35	19.01	19.68	20.36	tep C 15%	ro Growth Range	17.37	17.42	17.48	17.54	17.60	17.65	17.71	17.77	17.83	18.06	18.18	18.46	19.48	20.15	20.86	21.60
Step A 12.5% Step A 15%	Pro Growth Pro Growth	16.88	16.93	16.99	17.04	17.10	17.16	17.21	17.27	17.33	17.38	17.44	17.67	17.96	18.60	19.25	19.91	Step C 12.5% Step C 15%	Pro Growth Pro Growth	16.99	17.04	17.10	17.16	17.21	17.27	17.33	17.38	17.44	17.66	17.79	18.06	19.06	19.71	20.41	21.13
Step A 10%	Pro Growth	16.50	16.56	16.61	16.67	16.72	16.78	16.83	16.89	16.94	17.00	17.05	17.28	17.56	18.18	18.82	19.47	Step C 10%	Pro Growth	16.61	16.67	16.72	16.78	16.83	16.89	16.94	17.00	17.05	17.27	17.39	17.68	18.63	19.27	19.95	20.66
Step A 7.5%	Pro Growth	16.13	16.18	16.23	16.29	16.34	16.39	16.45	16.50	16.56	16.61	16.66	16.89	17.16	17.77	18.39	19.03		Pro Growth	16.23	16.29	16.34	16.39	16.45	16.50	16.56	16.61				17.25		18.83	19.50	20.19
Step A 5%	Pro Growth	15.75	15.80	15.86	15.91	15.96	16.01	16.07	16.12	16.17	16.22	16.28	16.50	16.76	17.36	17.97	18.59	Step C 5%	Pro Growth	15.86	15.91	15.96	16.01	16.07	16.12	•	16.22			16.60	16.85	17.79	18.40	19.05	19.72
Step A 2.5%	Pro Growth	15.38	15.43	15.48	15.53	15.58	15.63	15.68	15.73	15.79	15.84	•	•	•	`	17.54	18.14	Step C 2.5%	Pro Growth	15.48	15.53	15.58	15.63	15.68	15.73	15.79	15.84	15.89	16.09	16.21		•	17.96		19.25
	Range	7	2	3	4	5	9	7	80	6	9	7	12	13	14	15	16		Range	_	7	3	4	5	9	7	80	6	10	7	12	13	14	15	16

	2%	νŧμ	.54	17.60	7.65	7.71	7.77	17.83	18.06	18.22	18.46	9.10	19.58	787	21.60	22.34	3.36	24.17	%	νth	.65	17.71	17.77	17.83	18.06	18.32	18.46	18.58	.58	19.87	20.38	20.88	1.13	23.94	
	Step F 1	Pro Grow	17	17	17	17	17	17	18	18	18	19	10	19	21	22	23	24	Step H 15	Pro Grow	17	17	17	17	18	18	18	18	19	19	20	20	23	23	
	Step F 12.5% Step F 15%	Pro Growth Pro Growth	17.16	17.21	17.27	17.33	17.38	17.44	17.66	17.82	18.06	18.69	19.16	19.44	21.13	21.86	22.85	23.65	Step H 12.5% Step H 15%	Pro Growth Pro Growth	17.27	17.33	17.38	17.44	17.66	17.92	18.06	18.18	19.16	19.44	19.94	20.43	22.62	23.42	
l Growth		Pro Growth	16.78	16.83	16.89	16.94	17.00	17.05	17.27	17.42	17.66	18.27	18.73	19.01	20.66	21.37	22.34	23.12	Step H 10% S	Pro Growth F	16.89	16.94	17.00	17.05	17.27	17.52	17.66	17.78	18.73	19.01	19.49	19.98	22.12	22.90	
Professional Growth	Step F 7.5% Step F 10%	Pro Growth P	16.39	16.45	16.50	16.56	16.61	16.66	16.88	17.03	17.25	17.86	18.31	18.58	20.19	20.89	21.83	22.60	Step H 7.5% S	Pro Growth P	16.50	16.56	16.61	16.66	16.88	17.12	17.25	17.37	18.31	18.58	19.05	19.52	21.62	22.38	
_			16.01	16.07	16.12	16.17	16.22	16.28	16.49	16.63	16.85	17.44	17.88	18.14	19.72	20.40	21.33	22.07	Step H 5% S	Pro Growth P	16.12	16.17	16.22	16.28	16.49	16.73	16.85	16.97	17.88	18.14	18.61	19.07	21.12	21.86	
17/01/2021	Step F 2.5% Step F 5%		15.63	15.68	15.73	15.79	15.84	15.89	16.09	16.24	16.45	17.03	17.46	17.71	19.25	19.92	20.82	21.55	Step H 2.5% St	Pro Growth P	15.73	15.79	15.84	15.89	16.09	16.33	16.45	16.56	17.46	17.71	18.16	18.61	20.61	21.34	
ctive: (	Š	_	τ-	8	က	4	ιΩ	9	7	ω	6	10	7	12	13	14	15	16	Š		-	7	က	4	S.	9	7	œ	6	10	11	12	13	14	,
2 Effe		Range																		Range															
1/2	%	£	\$	54	9	35	71	77	33	88	<u>6</u>	4	0	33	36	8	74	3		_	8	35	71	7	33	9	6	$\overline{}$	Ξ	9	7	88	4	5	3
edule 2	tep E 15	Pro Grow	17.	17.54	17.	17.0	17.	17.77	17.8	17.88	18.1	18.64	19.10	19:3	20.8	21.6	22.34	23.1	tep G 15%	ro Growth	17.60	17.65	17.71	17.77	17.83	18.06	18.19	18.31	18.91	19.39	19.87	20.38	22.34	23.13	0
alary Schedule 2	tep E 12.5% Step E 15	ro Growth Pro Grow		17.16 17.					•	•	•	•	_	18.97 19.3	20.41 20.8			.,	rep G 12.5% Step G 15%	ro Growth Pro Growth				17.38 17.7				•							
Salary Schedule 21/22 Effective: 07/01/2021	tep E 10% Step E 12.5% Step E 15%	Pro Growth Pro G	17.10		17.21	17.27	17.33	17.38	•	17.49	17.80	18.24		18.97	20.41	21.13	21.86	22.62	tep G 10% Step G 12.5% Step G 15%	ro Growth Pro Growth Pro Growth	17.21	17.27	17.33	17.38	17.44	17.66	17.80	17.91	18.50	18.97	19.44	19.94	21.86	22.62	
	Step E 10%	Pro Growth Pro Growth Pro G	16.72 17.10	16.78 17.16	16.83 17.21	16.89 17.27	16.94 17.33	17.38	17.05 17.44	17.11 17.49	17.40 17.80	17.83 18.24	18.27 18.69	18.55 18.97	19.95 20.41	20.66 21.13	21.37 21.86	22.12 22.62	Step G 10%	Pro Growth	16.83 17.21	16.89 17.27	16.94 17.33	17.00 17.38	17.05 17.44	17.27 17.66	17.40 17.80	17.51 17.91	18.08 18.50	18.97	19.01 19.44	19.49 19.94	21.37 21.86	22.12 22.62	27 20
	Step E 7.5% Step E 10%	Pro Growth Pro Growth Pro Growth Pro G	16.34 16.72 17.10	16.39 16.78 17.16	16.45 16.83 17.21	16.50 16.89 17.27	16.56 16.94 17.33	16.61 17.00 17.38	16.66 17.05 17.44	16.72 17.11 17.49	17.01 17.40 17.80	17.43 17.83 18.24	17.86 18.27 18.69	18.55 18.97	19.50 19.95 20.41	20.19 20.66 21.13	21.37 21.86	21.62 22.12 22.62	Step G 7.5% Step G 10%	Pro Growth Pro Growth	16.45 16.83 17.21	16.50 16.89 17.27	16.56 16.94 17.33	16.61 17.00 17.38	16.66 17.05 17.44	16.88 17.27 17.66	17.01 17.40 17.80	17.11 17.51 17.91	17.67 18.08 18.50	18.12 18.55 18.97	18.58 19.01 19.44	19.05 19.49 19.94	20.89 21.37 21.86	21.62 22.12 22.62	27 00 00 00 00
Laytonville Unified School District Salary Schedule 2	Step E 10%	Pro Growth Pro Growth Pro Growth Pro G	15.96 16.34 16.72 17.10	16.01 16.39 16.78 17.16	16.07 16.45 16.83 17.21	16.12 16.50 16.89 17.27	16.17 16.56 16.94 17.33	16.22 16.61 17.00 17.38	16.28 16.66 17.05 17.44	16.33 16.72 17.11 17.49	17.01 17.40 17.80	17.02 17.43 17.83 18.24	17.44 17.86 18.27 18.69	18.12 18.55 18.97	19.50 19.95 20.41	20.19 20.66 21.13	20.89 21.37 21.86	21.62 22.12 22.62	Step G 10%	Pro Growth	16.07 16.45 16.83 17.21	16.12 16.50 16.89 17.27	16.17 16.56 16.94 17.33	16.22 16.61 17.00 17.38	16.28 16.66 17.05 17.44	16.49 16.88 17.27 17.66	16.61 17.01 17.40 17.80	16.72 17.11 17.51 17.91	17.26 17.67 18.08 18.50	17.70 18.12 18.55 18.97	18.14 18.58 19.01 19.44	18.61 19.05 19.49 19.94	20.40 20.89 21.37 21.86	21.12 21.62 22.12 22.62	CF CC

	ف	ţ.	17.95	18.16	18.62	19.41	19.56	20.40	20.55	20.69	21.59	22.13	22.68	23.25	25.02	25.90	26.81	.75	%	ţ	18.49	18.71	19.18	20.00	20.15	21.02	21.17	21.32	22.24	22.79	36	96.	.78	26.68	.62	28
	Step J 15%	Pro Growth	17	18	18	19	19	20	20	20	21	22	22	23	25	25	26	27	Step L2 15	Pro Grow	18	18	19	20	20	21	21	21	22	22	23	23	25	26	27	28
	Step J 12.5% Step J 15%	Pro Growth	17.56	17.76	18.21	18.99	19.14	19.96	20.10	20.24	21.12	21.65	22.19	22.75	24.48	25.34	26.22	27.15	Step L2 7.5% Step L2 10% Step L2 12.5% Step L2 15%	Pro Growth Pro Growth	18.08	18.30	18.76	19.56	19.71	20.56	20.71	20.86	21.75	22.30	22.85	23.43	25.22	26.10	27.02	27.96
wth			7.17	17.37	7.81	18.57	18.71	19.51	19.66	19.79	20.65	21.16	1.69	22.24	23.94	24.77	25.64	3.54	10% Ste		17.68	17.89	18.35	19.13	19.28	20.10	20.25	20.39	21.27	21.80	22.34	22.91	1.66	25.52	3.42	7.34
nal Gro	Step J 10%	Pro Growth														5		7	Step L2	Pro Growth																
Professional Growth	Step J 7.5%	Pro Growth	16.78	16.97	17.40	18.15	18.29	19.07	19.21	19.34	20.18	20.68	21.20	21.74	23.39	24.21	25.06	25.94	ep L2 7.5%	Pro Growth	17.28	17.49	17.93	18.69	18.84	19.65	19.79	19.93	20.79	21.31	21.83	22.39	24.10	24.94	25.82	26.71
Δ.	-	_	16.39	16.58	17.00	17.72	17.86	18.63	18.76	18.89	19.71	20.20	20.71	21.23	22.85	23.65	24.48	25.34			16.88	17.08	17.51	18.26	18.40	19.19	19.33	19.47	20.30	20.81	21.33	21.87	23.54	24.36	25.21	56.09
021	Step J 5%	Pro Growth																	Step L.	Pro Growth	•														•	•••
Effective: 07/01/2021	Step J 2.5%	Pro Growth	16.00	16.18	16.58	17.30	17.44	18.18	18.32	18.44	19.24	19.72	20.21	20.73	22.30	23.08	23.89	24.73	Step L2 2.5% Step L2 5%	Pro Growth	16.48	16.67	17.10	17.82	17.96	18.73	18.87	19.00	19.82	20.32	20.82	21.35	22.98	23.78	24.61	25.47
ective:	St		-	7	က	4	9	9	7	œ	6	9	7	12	13	14	15	16	St		-	7	က	4	2	9	7	8	6	9	7	12	13	14	15	16
		Range																		Range																
$^{\sim}$		-																		œ																
dule 21/22	tep I 15%		17.71	17.77	17.83	18.31	18.45	19.24	19.38	19.52	20.37	20.86	21.38	21.92	23.94	24.77	25.65	26.54	tep L1 15%		18.12	18.34	18.80	19.61	19.76	20.61	20.76	20.90	21.80	22.35	22.90	23.49	25.27	26.16	27.07	28.03
ry Schedule 21/22	12.5% Step   15%	Pro Growth	•	•		•	•										25.09 25.65	25.97 26.54	.1 12.5% Step L1 15%				•	•	•											
Salary Schedule 21/22	Step   12.5% Step   15%	Pro Growth Pro Growth	17.33	17.38	17.44	17.91	18.05	18.82	18.96	19.09	19.92	20.41	20.91	21.44	23.42	24.23	25.09	25.97	Step L1 12.5% Step L1 15%	Pro Growth Pro Growth	17.73	17.94	18.40	19.18	19.33	20.16	20.30	20.44	21.33	21.86	22.41	22.97	24.72	25.59	26.49	27.42
		Pro Growth Pro Growth	17.33	17.38	17.44	•	•	18.82	18.96	19.09	19.92	20.41	20.91	21.44		_		25.39 25.97 26.54	Step L1 10% Step L1 12.5% Step L1 15%	Pro Growth Pro Growth	17.73	17.94	•	19.18	19.33	20.16	20.30	20.44			22.41	22.97			26.49	
	Step I 10%	Pro Growth Pro Growth Pro Growth	16.94 17.33	17.38	17.05 17.44	17.51 17.91	18.05	18.40 18.82	18.54 18.96	18.67 19.09	19.92	19.95 20.41	20.45 20.91	20.97 21.44	22.90 23.42	23.69 24.23	24.53 25.09	25.97	p L17.5% Step L110% Step L112.5% Step L115%	Pro Growth Pro Growth Pro Growth	17.34 17.73	17.54 17.94	17.99 18.40	18.75 19.18	18.90 19.33	19.71 20.16	19.85 20.30	19.99 20.44	21.33	21.86	21.91 22.41	5 22.46 22.97	24.72	5.02 25.59	25.90 26.49	26.81 27.42
	Step 17.5% Step 110%	Pro Growth Pro Growth Pro Growth	16.56 16.94 17.33	16.61 17.00 17.38	16.66 17.05 17.44	17.11 17.51 17.91	17.24 17.64 18.05	17.98 18.40 18.82	18.11 18.54 18.96	18.24 18.67 19.09	19.04 19.48 19.92	19.50 19.95 20.41	19.98 20.45 20.91	20.49 20.97 21.44	22.38 22.90 23.42	23.16 23.69 24.23	23.97 24.53 25.09	25.39 25.97	% Step L17.5% Step L110% Step L112.5% Step L115%	Pro Grawth Pro Growth Pro Growth	16.94 17.34 17.73	17.14 17.54 17.94	17.58 17.99 18.40	18.33 18.75 19.18	18.47 18.90 19.33	19.26 19.71 20.16	19.40 19.85 20.30	19.53 19.99 20.44	20.38 20.85 21.33	21.31 21.38 21.86	21.41 21.91 22.41	21.95 22.46 22.97	23.63 24.18 24.72	24.45 25.02 25.59	25.31 25.90 26.49	26.20 26.81 27.42
	Step I 10%	Pro Growth Pro Growth Pro Growth Pro Growth	16.17 16.56 16.94 17.33	16.61 17.00 17.38	16.66 17.05 17.44	16.72 17.11 17.51 17.91	16.84 17.24 17.64 18.05	17.57 17.98 18.40 18.82	17.69 18.11 18.54 18.96	17.82 18.24 18.67 19.09	18.60 19.04 19.48 19.92	19.05 19.50 19.95 20.41	19.52 19.98 20.45 20.91	20.01 20.49 20.97 21.44	21.86 22.38 22.90 23.42	22.62 23.16 23.69 24.23	23.42 23.97 24.53 25.09	24.23 24.81 25.39 25.97		Pro Grawth Pro Growth Pro Growth	16.55 16.94 17.34 17.73	16.75 17.14 17.54 17.94	17.17 17.58 17.99 18.40	17.90 18.33 18.75 19.18	18.47 18.90 19.33	18.81 19.26 19.71 20.16	18.95 19.40 19.85 20.30	19.08 19.53 19.99 20.44	19.91 20.38 20.85 21.33	20.40 21.31 21.38 21.86	20.91 21.41 21.91 22.41	21.44 21.95 22.46 22.97	23.08 23.63 24.18 24.72	23.88 24.45 25.02 25.59	24.72 25.31 25.90 26.49	25.59 26.20 26.81 27.42
Laytonville Unified School District Salary Schedule 21/22	Step 17.5% Step 110%	Pro Growth Pro Growth Pro Growth Pro Growth	16.17 16.56 16.94 17.33	16.22 16.61 17.00 17.38	16.28 16.66 17.05 17.44	16.72 17.11 17.51 17.91	16.84 17.24 17.64 18.05	17.57 17.98 18.40 18.82	17.69 18.11 18.54 18.96	17.82 18.24 18.67 19.09	18.60 19.04 19.48 19.92	19.05 19.50 19.95 20.41	19.52 19.98 20.45 20.91	20.01 20.49 20.97 21.44	21.86 22.38 22.90 23.42	23.16 23.69 24.23	23.42 23.97 24.53 25.09	25.39 25.97	Step L1 2.5% Step L1 5% Step L1 7.5% Step L1 10% Step L1 12.5% Step L1 15%	Pro Growth Pro Growth Pro Growth	16.55 16.94 17.34 17.73	16.75 17.14 17.54 17.94	17.17 17.58 17.99 18.40	17.90 18.33 18.75 19.18	18.04 18.47 18.90 19.33	18.81 19.26 19.71 20.16	18.95 19.40 19.85 20.30	19.53 19.99 20.44	20.38 20.85 21.33	21.31 21.38 21.86	20.91 21.41 21.91 22.41	21.95 22.46 22.97	23.63 24.18 24.72	23.88 24.45 25.02 25.59	25.31 25.90 26.49	26.20 26.81 27.42

	ip L2 15%	Pro Growth	19.81	20.04	20.55	21.42	21.59	22.51	22.68	22.84	23.82	24.41	25.02	25.65	27.62	28.59	29.58	30.61																		
	Step L4 12.5% Step L2 15%	Pro Growth Pr	19.38	19.61	20.10	20.96	21.12	22.02	22.19	22.34	23.30	23.88	24.48	25.10	27.01	27.97	28.94	29.95							<b>TRICT</b>											
al Growth		Pro Growth	18.95	19.17	19.65	20.49	20.65	21.53	21.69	21.85	22.79	23.35	23.93	24.54	26.41	27.35	28.30	29.28							V NOT DIS											
Professional Growth	Step L4 7.5% Step L4 10%	Pro Growth	18.52	18.74	19.21	20.03	20.18	21.05	21.20	21.35	22.27	22.82	23.39	23.98	25.81	26.72	27.65	28.62							LONGEVITY TIED TO POSITION NOT DISTRICT											
21	Step L4 5%	Pro Growth	18.09	18,30	18.76	19.56	19.71	20.56	20.71	20.85	21.75	22.29	22.84	23.42	25.21	26.10	27.01	27.95							TY TIED TO											
Effective 07/01/2021	Step L4 2.5% Step L4 5%	Pro Growth	17.66	17.87	18.31	19.09	19.24	20.07	20.21	20.36	21.23	21.76	22.30	22.87	24.61	25.48	26.37	27.28							LONGEVI											
Effectiv		Range	~	7	က	4	9	9	7	ω	6	10	7	12	5	14	15	16																		
	ep L3 15%		19.04	19.27	19.76	20.60	20.75	21.65	21.81	21.95	22.90	23.47	24.06	24.67	26.55	27.48	28.44	29.43	ep L5 15%	ro Growth	20.81	21.05	21.57	22.49	22.66	23.64	23.81	23.98	25.01	25.63	26.28	26.94	29.00	30.02	31.06	32.14
Salary Schedule 21/22	Step L3 12.5% Step L3 15%	Pro Growth Pro Growth	18.63	18.86	19.33	20.15	20.30	21.18	21.33	21.48	22.41	22.96	23.53	24.13	25.98	26.88	27.83	28.79	Step L 57.5% Step L 510% Step L 512.5% Step L 515%	Pro Growth Pro Growth Pro Growth	20.35	20.59	21.10	22.00	22.16	23.13	23.29	23.46	24.47	25.07	25.71	26.36	28.37	29.37	30.39	31.44
,,		Pro Growth	18.22	18.44	18.90	19.70	19.84	20.71	20.86	21.00	21.91	22.45	23.01	23.60	25.40	26.29	27.21	28.16	Step L5 10%	Pro Growth	19.90	20.13	20.64	21.52	21.67	22.61	22.78	22.94	23.92	24.52	25.14	25.77	27.74	28.71	29.71	30.75
hool Distric	Step L3 7.5% Step L3 10%	Pro Growth		18.02	18.47	19.25	19.39	20.24	20.38	20.52	21.41	21.94	22.49	23.06	24.82	25.69	26.59	27.52	Step L5 7.5%	Pro Growth	19.45	19.67	20.17	21.03	21.18	22.10	22.26	22.42	23.38	23.96	24.56	25.19	27.10	28.06	29.04	30.05
Laytonville Unified School District		Pro Growth	17.39				18.94		19.91	20.04	20.91	21.43	21.97	22.52	24.24	25.09	25.97	26.88		Pro Growth	_		19.70	20.54	20.69	21.58	21.74	21.90	22.84	23.40	23.99	24.60	26.47	27.41		29.35
Laytonville	Step L3 2.5% Step L3 5%	Pro Growth	16.97	17.18	17.61	18,36	18.49	19.29	19.44	19.57	20.41	20.92	21.44	21.99	23.67	24.49	25.35	26.24	Step L5 2.5% Step L5 5%	Pro Growth	18.54	18.76	19.23	20.05	20.19	21.07	21.22	21.37	22.29	22.84	23.42	24.02	25.84	26.76	27.69	28.65
		Range	_	2	က	4	5	9	7	89	6	10	7	12	13	14	15	16		Range	, —	2	3	4	5	9	7	80	6	10	7	12	13	4	15	16

# **APPENDIX B**

## LAYTONVILLE UNIFIED SCHOOL DISTRICT

## Classified Employees Professional Development

# Committee REQUEST FOR APPROVAL OF INDIVIDUAL

## **RESEARCH PROJECT**

(Please submit three copies to the District Office by October 31st)

1. Name			
2. Position			
3. Topic of proposed project			
Main headings of project:			
4. This project relates to my present assignment or will me and/or the District in the following way(s):	be of prof	essional ac	  dvantage to
5. I hereby request approval of this project for credit tov	wards recl	assification	ı.
Signature		Date	
The CEPDC considered this request on			The request
was approved/disapproved by a vote of	ayes;		noes.
Signature of CEPDC Chairperson or Superintendent		Date	
Original: Employee 2 <sup>nd</sup> Copy: Committee File	;	3 <sup>rd</sup> Copy:	: Supervisor

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# $\label{eq:appendix} APPENDIX\ B-1$ Request for Verification of Units for Reclassification

# Request for Salary Schedule Movement: Record of Earned College Units

Name				Date			
GRADE	UNITS E	EARNED	DATE	COURSE	COURSE TITLE	UNIV. OR	DATE
	SEM.	QTR.	COMPLETED	NUMBER		COLLEGE	APPROVED
Total:							
Verified by:			Date				

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# APPENDIX B - 2

# Verification of Units for Reclassification

# **VERIFICATION REVIEW**

Current post-graduate semester hrs/units	s <u>already</u> verified:
New semester hrs/units verified:	
Total units verified:	
Units remaining:	
NEW PLACEMENT:	StepColumn/Range
Verified by Superintendent	Date
Verified by Business Manager	Date
	Committee Review
	Date

Comments:

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# APPENDIX C Administrative Regulations Regarding Interview Committees

AR 4111(a) 4211(a)4311(a)

#### Personnel

#### RECRUITMENT AND SELECTION

When a position vacancy is known or anticipated, the Superintendent or designee shall determine the need and qualifications for the position. As soon as possible, notice of the vacancy shall be published within the district and may be published through other recruitment sources.

In selecting candidates for formal interview, the Superintendent or designee shall:

- 1. Review valid transfer requests
- 2. Review the current applicant file
- 3. Establish an interview committee

#### 3(a). AR 4111 – Classified position:

Immediate supervisor of the position Representatives of CSEA (2)

Representative of LVTA

Community member

Parent

#### AR 4211 – Certificated

position: Site principal

Representative of CSEA

Representatives of LVTA (2)

Superintendent

Board member

Parent (school where teacher will be assigned)

Parent (program where teacher will be assigned)

#### AR 4311 – Management, supervisory and

confidential: Superintendent

Board members (2)

CSEA representatives (2)

LVTA representatives (2)

Parents (2)

Community member (not a parent)

Student

Applicants for administrative and supervisory positions will participate in a second interview with three or more Board members and the district superintendent.

- 4. Arrange interview for the best qualified applicants. In the event that a parent or community member who has committed to participate doesn't show up and an alternative cannot be at the interview on time, then the interview can proceed.
- 5. Provide the interview committee with each candidate's complete personnel folder, a set of questions to be asked, rating sheets, and related instructions.

The interview committee shall rank candidates in order of priority. When all interviews have been completed, committee members may discuss candidates before recommending finalists. All discussions and recommendations shall be confidential.

#### **SELECTION**

When finalists have been identified, the Superintendent or designee shall interview in person or by telephone those individuals given as references who have had the greatest opportunity to observe the finalists' professional activities.

The Superintendent or designee shall submit a recommendation **prioritized list of finalists** to the Board. No position shall be filled without concurrence of the Board. **The Board shall determine the applicant to whom the position will be offered.** 

If the Superintendent or designee cannot make a recommendation in full confidence, he/she shall be directed to declare the position open and undertake a new search.

When a final recommendation of **an applicant** is approved **by the Board**, the Superintendent or designee shall contact the finalist to obtain acceptance of an offer of employment.

The salary and placement of newly elected staff shall be determined by the Board. Employment shall be subject to the possession of valid, appropriate credentials.

As soon as the position is filled, the Superintendent or designee shall notify all candidates who were not selected.

Administrative Regulation Adopted: September 3, 1998

Amended: June 17, 1999 Amended: May 27, 2010 LAYTONVILLE UNIFIED SCHOOL DISTRICT Laytonville California

# APPENDIX D LAYTONVILLE UNIFIED SCHOOL DISTRICT

Grievance Report Form – Classified Personnel Report

Name of Grievant:	School Site:	<u></u>
Current Assignment:		
Please state what happened, including wh	nen, where, and who was involved, and list any wit	nesses.
Signed:	Date:	

# APPENDIX E LAYTONVILLE UNIFIED SCHOOL DISTRICT

Classified Employees Annual Evaluation Tool

# CSEA Chapter 80

**Evaluation** 

Handbook

# Laytonville Unified School District



#### Introduction

The purpose of Laytonville Unified School District's evaluation system is to improve the delivery of education services and to provide constructive assistance to unit members. We also hope to acknowledge, recognize, and celebrate the outstanding work that occurs in and around our school buildings every day. We continue to strive to be a champion for children, schools and the community. We sincerely hope that this document brings clarity to the evaluation process including timelines, standards, and performance criterion.

Ou	r evaluation process is specifically designed to:
	Support and provide constructive feedback to classified employees
	Promote collaboration and reflection on best practices
	Incorporate a rubric that provides for common language and defines effective employee practices
	Clearly delineate timelines

Job Descriptions may be found in the District Office and will be distributed to all employees at the beginning of each school year.

# Professional Evaluation

System

For Probationary & Permanent Status

# <u>TIMELINE</u>

Dates	Activity	Form
First Day back to work	All CSEA employees complete Self-Assessment, review job descriptions and review goal setting. Date is arranged to meet with site supervisor within first 30 days of employment.	Self-Assessment Classified Performance Goal(s) Plan Job Description
Within 30 days of hiring	Supervisor conducts goal conference with <i>all</i> employee being evaluated.	Classified Performance Goal(s) Plan
At 150 calendar days	Supervisor conducts 150 calendar days evaluation with probationary employees. Supervisor will determine if prob status is extended to nine months (see section 12.1)	Classified Performance Evaluation Probationary employees
By May 1	Input for Eval: Supervisor will ask for input form supervising teacher.  Permanent status "on-cycle" employee may ask colleagues (classified, supervisory, or certified) for input as well	Input for Evaluation Form
By June 1	Supervisor conducts year end evaluation with all probationary and permanent status "on-cycle" employees	Classified Performance Evaluation

# **CLASSIFIED SELF ASSESSMENT**

**All classified employees** are required to complete the fall self-assessment each year. The Classified Self-Assessment form must be completed and submitted to the employee's supervisor at the goal conference. Employees hired after the start of the new year will follow the timeline in relation to their date of hire. Supervisors may require probationary employees to again complete the Classified Self-Assessment at the 90 or 120 calendar day evaluation.

Completing the Classified Self-Assessment encourages each employee to examine the Professional Practice Framework to determine areas of professional/job related growth and to plan for new challenges and opportunities. Using the self-assessment document, the supervisor will consider the feedback from the employee when writing annual evaluations. The supervisor may retain a copy of the Classified Self-Assessment and return the original to the employee. The Classified Self-Assessment will not be part of the employee's permanent file.

# Domains and Self-Assessment of Levels of Performance

## Levels of Performance

These four levels of performance assist the employee and supervisor in gauging performance progress. Employees are encouraged to seek progress across the continuum listed as Levels of Performance.

**Unsatisfactory**: The employee's performance is insufficient to meet the standards. Performance is unacceptable at this level.

**Basic**: The employee is beginning to develop a basic understanding of the standards. The employee requires close supervision and needs to improve to meet all standards consistently.

**Proficient**: The employee clearly understands the concepts of the standards and consistently demonstrates understanding as evident through their work performance. The terms "regularly," "often," and "is evident" are words that describe an employee's performance at the proficient level.

**Distinguished**: Consistently surpasses standards as evident through work performance

#### Classified Staff Self-Assessment

Name:	School:	Date:
	0 0	

These forms are used for your self-assessment. Put an "x" under the rating you feel best describes your performance for each component of the four domains. Employee keeps a copy and shares a copy for supervisor's working file. Write at least one SMART goal to work on during the school year. Share this information with your administrator in the fall.

#### **Domain 1: Planning and Organization**

COMPONENT	LEVEL OF PERFORMANCE			
The employee:	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
1a: Prioritizes and organizes tasks effectively.	A lack of planning for long- range challenges and opportunities creates crisis. Organization skills are unsatisfactory. Procrastination results in a failure to meet work goals.	Requires support in planning and organizing for long-range challenges and in setting work goals and priorities.  Occasionally monitors progress or makes adjustments.	Regularly anticipates long- range challenges and opportunities when setting work goals and priorities. Level of organization meets expectations for the position. Regularly monitors progress and adapts as necessary.	Always anticipates long-range challenges and opportunities when setting work goals and priorities. Organizes work to a level exceeding expectations and maximizes productivity. Always monitors progress and adapts as necessary.
Self-Assessment				
1b: Completes work within time limits.	Assigned tasks are rarely completed by expected deadlines. Appropriate priorities are not maintained. Structure and organization is lacking.	Occasionally completes assigned tasks in a timely and useful manner.  May need support to prioritize and structure day.	Usually prioritizes tasks and completes work on time.  Prioritizes and structures day.	Consistently anticipates work needs and completes assigned tasks prior to deadlines. Interim components of the assignment are completed in advance of the projected time frame.
Self-Assessment				
1c: Displays initiative.	Work is not completed without close supervision and direction.  Tasks other than those directly assigned are either avoided or overlooked.	Completes assigned work with some direction. With supervision and direction, will perform other tasks when assigned work is completed.	Able to accomplish tasks with little or no direction. When assigned work is completed does other tasks when asked.	Able to self-monitor and direct. Alert to opportunities to improve methods and skills.  When assigned work is completed, takes on additional tasks without waiting to be asked.
Self-Assessment				

**Domain 2: Communication and Interpersonal Skills** 

COMPONENT	LEVEL OF PERFORMANCE				
The employee:	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED	
2a: Understands and follows instructions, and asks questions when needed.	Instructions are not followed.  Attentiveness in communication is lacking and questions are not asked.	Shows some understanding and may follow some instructions.  Occasionally listens carefully, may or may not ask questions when needed.	Understands and follows instructions.  Listens carefully and asks questions when needed.	Consistently assists others to understand and follow instructions.  Checks for understanding and anticipates questions needing answers.	
Self-Assessment  2b: Responds to requests in a timely manner with complete information.	Requests are rarely responded to, or the response is incomplete.	Occasionally responds to requests in a timely and complete manner.	Responds to requests in a timely manner and provides complete information.	Anticipates requests and provides needed information before it is requested.	
Self-Assessment					
2c: Collaborates with others to complete tasks and solve problems when appropriate.	There is little to no collaboration.	Only occasionally collaborates with others, but not as often as needed.	When appropriate, collaborates with others to complete tasks and solve problems.	When appropriate, initiates collaboration with others in order to complete tasks and solve problems.	
Self-Assessment					
2d: Communicates in an open, courteous, tactful and constructive manner using effective written and verbal communication skills.	Communication lacks more than one of the following qualities: courtesy, tact, or a constructive manner.  Avoids open communication.	Communication lacks one of the following qualities: courtesy, tact, or a constructive manner.  Occasionally avoids open communication.	Communicates with courtesy, tact, and a constructive manner to all.  Contributes to open communication.	Communicates with courtesy, tact, and a constructive manner to all, even in the face of adversity.  Initiates and maintains open communication.	
Self-Assessment					

**Domain 3: Job Performance** 

COMPONENT	LEVEL OF PERFORMANCE				
The employee:	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED	
3a: Performs job procedures and responsibilities.	Performance does not exhibit an understanding of assigned work and its relationship to other areas.  Considerable assistance is needed to accomplish work assignments.	Occasionally demonstrates understanding of assigned work and its impact on others.  Occasionally needs direction to execute assigned work.	Exhibits clear understanding of assigned work and its impact on others.  Regularly executes work assignments.  When new procedures or processes are introduced, quickly learns them and begins efficient application.	Demonstrates deep understanding of assigned work and its impact on others.  Work assignments are always completed on time and to very high standards  Takes initiative in seeking out and completing tasks without direction.  Serves as a reliable resource to others regarding work processes and procedures.  Strives to improve processes, procedures, and routines.	
Self-Assessment					
3b: Obtains and maintains appropriate licenses, certifications, and/or training.	Required licenses, certifications, and training have not been obtained or maintained.	Is in the process of obtaining or maintaining the licenses, certifications, and training required for the position.	Obtains or maintains all licenses, certifications, and training required for the position.	Obtains and maintains value- added licenses, certifications, and training beyond that which is required for the position.	
Self-Assessment					

COMPONENT		LEVEL OF P	ERFORMANCE	
The employee:	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
3c: Displays neatness, accuracy and skillfulness.	Work produced is of unacceptable quality.  Work frequently needs to be redone  Work is rarely accurate, neat, or thorough.	Inconsistentlyproduces work that meets quality expectations for neatness and accuracy.  Work occasionally needs to be redone  Displays a basic understanding of work	Produces work that meets quality expectations for neatness and accuracy.  Work rarely needs to be modified  Demonstrates ability to meet work quality standards.	Consistently produces work of high quality, exceeding expectations for accuracy and detail.  Work is completed accurately.  Consistently exhibits skill in achieving work quality standards.
Self-Assessment		quality standards.		
Self-Assessment				
3d: Demonstrates ownership and task-orientation in work.	Job assignments are stretched to fill work shift.  Tasks are not completed.  Work is rarely accomplished without close supervision.	Occasionally distracted from task; thereby making it difficult to meet production standards.  Often needs reminders to complete assigned tasks.  Seldom accomplishes more than assigned work.	Meets production standards expected of the position.  Completes assigned tasks.  Usually accomplishes more than assigned work.	Consistently exceeds production standards expected of the position.  Seeks other tasks when assigned work is completed  Consistently accomplishes more than assigned work.
Self-Assessment				
3e: Identifies and uses resources - including equipment and technology specific to the position - efficiently and effectively.	Quality of work undermines the efficient achievement of goals and objectives.  Wastes time and supplies.  Does not use and/or maintain equipment and supplies efficiently or effectively.	Quality of work is beginning to meet standards but is not done consistently and efficiency is not yet achieved.  Occasionally uses technology and supplies to produce work of consistent quality.	Quality of work meets standards for position.  Completes tasks with satisfactory efficiency.  Proficiently uses technology and supplies to produce quality work.	Quality of work exceeds standards for position.  Completes tasks with exceptional efficiency.  Skillfully uses technology and supplies to produce work of exceptional quality.
Self-Assessment				

Page |

**Domain 3: Job Performance (cont.)** 

COMPONENT	LEVEL OF PERFORMANCE					
The employee:	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED		
3f: Keeps appropriate records.  Self-Assessment	Record keeping is usually late and/or incomplete.	Maintains records, but not in a complete or timely manner.	Keeps accurate and timely records as appropriate.	Keeps complete, accurate and timely records as appropriate.  Takes responsibility for devising and improving record-keeping systems.		
3g: Works independently.	Does not work independently.	Occasionally is effective working independently with little direct supervision.	Usually effective working independently with little direct supervision.	Consistently effective working independently without direct supervision: self-reliant.		
Self-Assessment  3h: Adapts to changes in job duties.	Changes in job duties meet with resistance; suggestions to implement changes in responsibilities, methods, and procedures are ignored.  Flexibility is not demonstrated in response to special circumstances.	Occasionally adapts to changes in job duties or accept suggestions to implement changes in responsibilities methods and procedures.  Occasionally demonstrates flexibility in order to accommodate special circumstances.	Readily adapts to changes in job duties.  Accepts suggestions and takes steps to implement changes in responsibilities, methods and procedures.  Demonstrates flexibility in order to accommodate special circumstances.	Responds confidently to the demands of work when confronted with change, adversity and other challenges.		
Self-Assessment						

Domain 4: Professionalism/Follows District Policies and Safety Procedures

COMPONENT		LEVEL OF PI	ERFORMANCE		
The employee:	UNSATISFACTORY BASIC I		PROFICIENT	DISTINGUISHED	
4a: Attends work regularly and on time.	Absences and/or tardiness are frequent and interfere with job performance.  Proper notification of absence or lateness is not given.  Leave and reporting procedures are not followed.	Absence and/or tardiness may interfere with job performance.  Occasionally absent or tardy without proper notification.  Inconsistently complies with leave and reporting procedures.  Develops a pattern of use with sick leave and/or unpaid personal leaves.	Works within district attendance guidelines.  Proper notification of absence or lateness is given.  Appropriately and prudently uses leave, adhering to District leave policies.	Attends 100% of scheduled workdays excluding personal day, professional development and vacation.  Leave and reporting procedures are followed.	
Self-Assessment					
4b: Exhibits professional demeanor appropriate to position, including dress, grooming, hygiene, and language.	Lacks appropriate and professional demeanor including dress, grooming, hygiene, and language.	Occasionally exhibits professional demeanor appropriate to position, including dress, grooming, hygiene, and language.	Exhibits professional demeanor appropriate to position, including dress, grooming, hygiene, and language.	Models professional demeanor and language and reminds others to do the same.	
Self-Assessment					
4c: Exercises discretion and safeguards confidential information.	Discretion is not exercised.  Confidential and privileged information fails to be safeguarded.	Occasionally exercises discretion. Unreliably safeguards confidential and privileged information.	Regularly exercises discretion and safeguards confidential and privileged information.	Models discretion and reliably safeguards confidential and privileged information and reminds others to do the same.	
Self-Assessment					

Domain 4: Professionalism/Follows District Policies and Safety Procedures (cont.)

COMPONENT	LEVEL OF PERFORMANCE				
The employee:	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED	
4d: Makes sound decisions under normal and unusual circumstances Self-Assessment	A lack of judgment is frequently apparent.	Occasionally makes sound decisions, anticipates needs, and uses good judgment.	Makes sound decisions, anticipates needs, and uses good judgment.	Makes sound decision, anticipates needs, uses good judgment and assists or models for others the use of these skills.	
4e: Provides direction and/or demonstrates responsibility.	Fails to provide direction or demonstrate responsibility.	Sometimes provides direction and/or demonstratesresponsibility.	Demonstrates responsibility, following up to ensure success.	Consistently demonstrates responsibility, following up to ensure success. Assists or models for others the use of these skills.	
Self-Assessment					
4f: Demonstrates interest in personal professional development. Sets and	Job-growth workshops and/or training opportunities are not taken.	Occasionally participates in job-growth workshops and/or training opportunities.	Participates in job-growth workshops and/or training opportunities.	Actively seeks out and participates in job-growth workshops and training opportunities.	
achieves professional goals.  Self-Assessment	Professional goals are not set or achieved.	Occasionally sets and/or achieves professional goals.	Frequently sets and achieves professional goals.	Consistently sets and achieves professional goals.	

Domain 4: Professionalism/Follows District Policies and Safety Procedures (cont.)

COMPONENT	LEVEL OF PERFORMANCE					
The employee:	UNSATISFACTORY BASIC PROFICIENT		DISTINGUISHED			
4g: Treats all persons with respect and civility, values diversity, and resolves conflicts professionally by developing and maintaining professional relationships with colleagues and the public.	Treatment of others lacks civility, fails to value diversity, and promotes rather than resolves conflict.  Professional and public relationships are neither developed nor maintained.	Inconsistently treats people with respect and civility, does not always value diversity, or resolve conflicts professionally.  Inconsistently develops and maintains professional relationships with colleagues and the public.	Usually treats all people with respect and civility, values diversity, and resolves conflicts professionally.  Usually develops and maintains professional relationships with colleagues and the public.	Consistently treats all people with respect and civility, values diversity, and resolves conflicts professionally.  Consistently develops and maintains professional relationships with colleagues and the public.		
Self-Assessment						
4h: Shares job knowledge and experience to promote department's overall efficiency and productivity.	Job knowledge and experience are not shared with others.	Occasionally shares job knowledge and experience with others in order to promote overall efficiency and productivity within a unit.	Shares job knowledge and experience with others in order to promote overall efficiency and productivity within a unit.	Models sharing job knowledge and experience with others in order to promote overall efficiency and productivity within a unit.		
Self-Assessment						
4i: Applies appropriate district, building, and departmental policies, procedures, and work rules, including safety practices.	Many department or building policies, procedures, work rules, and safety practices are not followed.	Understands most policies, procedures, work rules, and safety practices, but does not routinely follow or understand them without input from supervisor.	Understands and routinely follows policies, procedures, work rules, and safety practices without supervision.	Actively inquires about, comprehends and implements building and department policies, procedures, work rules, and safety practices.		
Self-Assessment						

# PERFORMANCE GOAL(S)

#### Goal Criteria

- 1. Performance goal(s) are designed to encourage professional growth and improve job skills and job performance.
- 2. The supervisor will approve all performance goals.
- 3. Progress toward meeting performance goals will be considered during evaluations.
- 4. Performance goals will pertain to some aspect of employee's job responsibilities and/or professional growth.
- 5. Performance goals will pertain to the Domains of Professional Practice.
- 6. Voluntary training will be available to assist employees in writing performance goals.

#### *Guidelines for Employees*

All employees will be required to develop performance goals. Employees will complete the self-assessment prior to the meeting. All employees will be given a Classified Performance Goal(s) Plan *and a job description outlining their duties* by their supervisor near the time of their hire.

For probationary employees, performance goal progress should be measured near the end of the employee's 90, 120 and possibly 145 calendar days of employment. New goals may be established by the supervisor at each evaluation period. In some cases, the supervisor will prescribe performance goals based on areas of concern or a shift in job responsibilities.

In advance of each evaluation meeting, the district encourages employees to reflect on their progress toward meeting their performance goals. Specific examples and/or objective data and documentation supporting progress toward a goal are strongly recommended, but not required. Documentation may include, but is not limited to, materials developed, training dates, job logs, and production data. This documentation should be shared with the supervisor at the time of the assessment conference as evidence of goal attainment. The self-evaluation is completed before the annual assessment meeting.

# Input Form for Classified Employees' Evaluation Process

Person req	uesting input:	
	(name o	of classified employee being evaluated)
Person givi	ing input:	
	(name of staff	member asked to give input)
Date:	School:	Supervisor:
	tions for person reque like to give input on your evaluat	<b>sting input:</b> Fill out the information above and give to the person ion.
classified s expected t	staff member will be evaluated. Y comment on every componen	<b>the input:</b> The following is a list of the different areas that a ou may comment on any of the components in each area. <b>You are not</b> t. They are listed here to help you organize your thoughts. Please make <b>omplete this form give it directly to the <u>supervisor</u> listed above.</b>
PLANNI	NG AND ORGANIZATION	
1a) Prioritizes	and organizes tasks effectively 11	c) Completes work within time limits 1c) Displays initiative
Comments		
COMMU	UNICATION AND INTERPI	ERSONAL SKILLS
2a) Understand	ds and follows instructions, and a	sks questions when needed 2b) Responds to requests in a timely manner with
complete infor	rmation 2c) Collaborates with oth	ers to compete tasks and solve problems when appropriate 2d) Communicate
in an open, cou	urteous, tactful and constructive m	nanner using effective written and verbal communication skills
Comments		

#### JOB PERFORMANCE

3a) Performs job procedures and responsibilities 3b) Obtains and maintains appropriate licenses, certifications and/or training 3c) Displays neatness, accuracy and skillfulness 3d) Demonstrates ownership and task-orientation in work 3e) Identifies and uses resources - including equipment and technology specific to the position efficiently and effectively 3f) Keeps appropriate records 3g) Works independently 3h) Adapts to changes in job duties

Comments:

#### PROFESSIONALISM/FOLLOWS DISTRICT POLICIES AND SAFETY PROCEDURES

4a) Attends work regularly and on time 4b) Exhibits professional demeanor appropriate to position, including dress.

grooming, hygiene, and language 4c) Exercises discretion and safeguards confidential information 4d) Makes sound decisions 4e) Provides direction and/or demonstrate responsibility 4f) Demonstrates interest in personal professional development. Sets and achieves professional goals 4g) Treats all persons with respect and civility, values diversity, and resolves conflicts professionally by developing and maintaining professional relationships with colleagues and the public 4h) Shares job knowledge and experience to promote department's overall efficiency and productivity 4i) Applies appropriate district, building, and departmental policies, procedures, and work rules, including safety practices

Comments

# CLASSIFIED PERFORMANCE GOAL(S)

## PROBATIONARY/Permanent PLAN

Name:		Date:	
Job Location:		Job Title: ————	
Supervisor:		_	
Probationary:	_Within 45 days of hire		
Permanent (1-5 years	with District):	_Within 60 days from beginning of school year annually	
Permanent (more than	5 years with District:	Within 60 days from beginning of school year every	other year.

- 1. Goals are designed to encourage professional growth and improve job skills and job performance.
- 2. The supervisor will approve all goals
- 3. Progress toward meeting goals will be considered during evaluations.
- 4. Goals will pertain to some aspect of job responsibilities and/or professional growth.
- 5. Goals will pertain to the Domains and components.
- 6. Goals should be written so progress can be measured and within the limits of what the employee can control.
- 7. Voluntary training will be available to assist employee in writing performance goals.

# **Classsified Performance Goal Plan**

Name	School Year_
School/Site	Position
Status:First six months with LUSD	Years 1-5 with LUSD
5 or more years with LUSD	
□ Probationary Employee: You will be evaluated in the following three months. If required by supervivell.	
☐ Permanent Employee-First through Fifth year: 'year	You will be evaluated formally once during the
Permanent Employee with Five or more years very other year.	with LUSD: You will be evaluated formally once
After reviewing the requirements of my job in the job description	on, I wish to focus on the following areas this year:
I would like to have the following types of support to help me a	accomplish my goals:
Evaluator's Signature	Date
Evaluatee's Signature	

#### PERFORMANCE EVALUATION

Supervisors will inform new employees about the probationary cycle for evaluation and give the dates to each employee. The **Classified Performance Evaluation** form will be used for evaluations for probationary and regular status employees. Supervisors may choose to evaluate a regular status employee off-cycle at any time. Supervisors may require the **Classified Self-Assessment** form to be completed again at the 120<sup>th</sup> calendar day of the probationary period.

#### **Directions for Supervisors:**

- 1. Read and review the four domains
- 2. Read and review the Levels of Performance for each component with each domain.
- 3. Review the employee's **Classified Performance Goal**(s).
- 4. Review observations and work performance of the employee.
- 5. Review the employee's **Classified Self-Assessment** form.
- 6. Review input submitted from colleagues selected by the employee and from colleague(s) input solicited.
- 7. Complete the demographic data at the top of the **Classified Performance Evaluation** form being sure to indicate the employee's employment status.
- 8. Complete the **Classified Performance Evaluation** form by marking with an "x" or a checkmark the Level of Performance (Unsatisfactory, Basic, Proficient or distinguished).
- 9. Indicate progress, or lack of progress, the employee has made toward their individual **Classified Performance Goal**(s). Look for specific examples and/or objective data that will support or refute this progress.
  - a. If appropriate, ask employees to share any documentation indicating how SMART goals have been met during the evaluation period.
- 10. Review the evaluation form including anecdotal comments, concerns and other pertinent information with the employee.
  - a. This information may be listed in any of the "Comment" boxes or in the "Additional Supervisor Comments" box on the form.
- 11. Offer the employee an opportunity to provide written feedback and attach any feedback to the evaluation form.
- 12. Sign and date the form.
- 13. Submit the completed original Classified Performance Evaluation form to Human Resources for each evaluation period (120-90 calendar days, and annual for probationary and annually for regular status employees).
  - a. Provide a copy of the completed and signed form to the employee.
  - b. Keep a copy of the form for your working file.

# CLASSIFIED PERFORMANCE EVALUATION

# Probationary/Regular

Name	Job Title	Supervisc	or		
Probationary	Regular	Date o	f Hire		
DOMAIN 1: PLANNI	NG AND ORGANIZATION	Unsatisfactory	Basic	Proficient	Distinguished
1a) Prioritizes and organiz	es tasks effectively				
1b) Completes work within	n time limits				
1c) Displays initiative					
Comments					
DOMAIN 2: COMMU SKILLS	INICATION AND INTERPERSONAL	Unsatisfactory	Basic	Proficient	Distinguished
2a) Understands and follow	ws instructions, and asks questions when needed				
2b) Responds to requests i	n a timely manner with complete information				
2c) Collaborates with othe appropriate	rs to complete tasks and solve problems when				
	pen, courteous, tactful and constructive manner and verbal communication skills				
Comments					•
DOMAIN 3: JOB PER	RFORMANCE	Unsatisfactory	Basic	Proficient	Distinguished
3a) Performs job procedur	es and responsibilities				
3b) Obtains and maintains	appropriate licenses, certifications and training				
3c) Displays neatness, acc	uracy and skillfulness				
3d) Demonstrates ownersh	nip and task-orientation in work				
	ources - including equipment and technology  – efficiently and effectively				
3f) Keeps appropriate reco	ords				
3g) Works independently					
3h) Adapts to changes in j	ob duties				
Comments					

DOMAIN 4: PROFESSIONALISM/FOLLOWS I POLICIES AND SAFETY PROCEI		Unsatisfactory	Basic	Proficient	Distinguished
a) Attends work regularly and on time					
(b) Exhibits professional demeanor appropriate to position dress, grooming, hygiene, and language	n, including				
c) Exercises discretion and safeguards confidential information	mation				
d) Makes sound decisions					
e) Provides direction and/or demonstrate responsibility					
f) Demonstrates interest in personal professional develop	oment.				
eg) Treats all persons with respect and civility, values diversely resolves conflicts professionally by developing and mai professional relationships with colleagues and the public	intaining				
ch) Shares job knowledge and experience to promote unit's efficiency and productivity	s overall				
i) Applies appropriate district, building, and departmenta procedures, and work rules, including safety practices	al policies,				
Progress made during evaluation period					
Goal to consider for next evaluation period					
Employee has the right to attach their comment	ts.				
Administrator Recommendations:					
*Employee Signature Date	te Supervisor	Signature	Date		
*Employee's signature signifies reading the materia with its content.	al to be filed and o	loes not necessa	rily indicate	agreement	

Copy: Employee

Original: Personnel file DO

#### APPENDIX F

#### AB119

This Appendix cannot be reopened other than in years when the whole contract is open for negotiations as a successor agreement.

#### 1. DISTRICT NOTICE TO CSEA OF NEW HIRES

a) Definition of a Newly Hired Employee: "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this agreement only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA unit.

#### 2. EMPLOYEE INFORMATION

- a) Provide CSEA With Employee Contact Information: The Districtshall provide CSEA with the following contact information electronically, via a mutually agreeable secure method. The District shall provide this information for all bargaining unit members on or beforethe last working day of September, January, and May. For new employees, the District shall provide CSEA with the information on the new unit members on or before the last workday of the month of hire. If employees are hired at such a time that the District has not yet input their information to submit to CSEA on or before the last workday of the month of hire, the District will send the information to CSEA on or before the last workday of the following month. This informationshall be provided to CSEA regardless of whether the newlyhired employee was previously employed by the District.
- b) The contact information provided to CSEA includes the following items, with each field in its own column in the document:
  - i. First Name;
  - ii. Middle initial;
  - iii. Last name;
  - iv. Suffix (e.g. Jr., III)
  - v. Job Title;
  - vi. Department;
  - vii. Primary worksite name;
  - viii. Work telephone number;
  - ix. Work Extension
  - x. Home address (incl. apartment #);
  - xi. Mailing address

- xii. City;
- xiii. State:
- xiv. ZIP Code (5 or 9 digits);
- xv. Home telephone number (10 digits);
- xvi. Personal cellular telephone number (10 digits);
- xvii. Personal email address of the employee, if on file with the District;
- xviii. Employee ID;
  - xix. Birthdate (mm/dd/yyyy);
  - xx. CalPERS status ("Y" if in CalPERS; "N" if not in CalPERS);
- xxi. Hire date.

The employee has the ability to limit disclosure of information required by AB119 by submitting a written request to the district to limit disclosure of home address, home telephone, personal cell phone, personal email and birthdate.

The District is under no obligation to provide information that it does not have or collect in the course of their business.

In the event no one is hired on any particular month, the District shall send an e-mail to CSEA confirming they did not hire any new staff that month.

For these purposes, hire date means the employee's hire date as set forth in the District's database from which this information is retrieved.

#### 3. NEW EMPLOYEE ORIENTATION

- a) Definition of New Employee Orientation: "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- b) Provide CSEA With Access to New Employee Orientation: The District shall provide CSEA mandatory access to its new employee orientations (on-boarding process). CSEA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. Orientation sessions may include individual (one on one) new hire meetings with a Human Resources representative, a site administrator and/or group orientation sessions.
  - Group Orientations: In the event the District conducts a group orientation, CSEA shall have a minimum up to of one (1) hour, including travel time, of paid release time for one (1) CSEA representative of the Chapter President's choosing to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session presented by CSEA.

- ii. Individual Orientations: In the event the District conducts one-on-one orientations with new employees, CSEA shall have a-up to thirty (30) minutes including travel time, of paid release time, for one (1) CSEA representative to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.
- iii. The orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time.
- iv. At CSEA's discretion, during CSEA's orientation session, no District manager or supervisor or non-unit employee shall be present.
- c) New Hire Information Packet: The District shall include the CSEA membership application and a link for an electronic application in the new employee orientation packet.

#### 4. GRIEVANCE AND ARBITRATION PROCEDURE

Any alleged violation, misinterpretation, or misapplication of the terms of this Agreement shall be subject to the grievance provisions of Article 16 Grievance Procedures of the Collective Bargaining Agreement, except as follows.

- a) Definition of a "Grievant": For the purposes of this Agreement, the "Grievant" shall only be CSEA and its Chapter 80. No single employee or group of employees may grieve this agreement, unless they are authorized representatives of CSEA and its Chapter [#]-80 and grieving on behalf of the union.
- b) Opportunity to Cure: Before filing a grievance alleging the District failed to provide information required under this agreement, CSEA will notify the District that it failed to provide information and the District will have five (5) business days to provide the information. The timelines for filing a grievance will commence after the five (5) business day period has expired if the District fails to provide the information in that time.
- c) Expedited Grievance Procedure: For the purposes of this Agreement, the grievance procedure shall commence at the Formal Level Level II (Article IV

