

# **Agreement Between**

**Laytonville Unified School District**

**and**

**CSEA Laytonville Chapter 80**

**July 1, 2015 and June 30, 2018**

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ARTICLE I

1. Term of Agreement and Reopeners

- a. Term of the Successor Master Agreement shall be July 1, 2015 through June 30, 2018.
- b. Reopeners:
  - i. Parties will reopen on salaries in January 2017.
  - ii. Parties will reopen to negotiate revised annual evaluation forms. The resulting form shall be incorporated in to this agreement as Appendix E.
- 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.

FOR THE DISTRICT

FOR THE ASSOCIATION

\_\_\_\_\_  
 Joan Viada Potter  
 Secretary to the Governing Board

\_\_\_\_\_  
 Evonne Elliott  
 President, Chapter 80

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

**ARTICLE II**  
**ORGANIZATIONAL RIGHTS**

- 2.1 Distribution of Contract: Within thirty (30) days after the execution of this contract, the CSEA shall print or duplicate and provide without charge a copy of this contract to every employee in the bargaining unit. The District shall provide all necessary equipment and materials for the printing or duplication. 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.
- 2.3 Release Time for Executive Board: The District agrees to provide ½ 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 Discrimination: 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 District Rights: 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 Definitions

- 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) Grievance Witnesses: 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) Job Steward: Should the grievant request assistance from CSEA in the processing of the grievance, the CSEA Job 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) Authority: Job 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 Workweek: 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 Workday: 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 Work year: All bargaining unit employees shall be assigned a specific work year by the District.
- 5.4 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 Lunch Period: Bargaining unit employees working five (5) hours or more per day shall be entitled to an uninterrupted lunch period of not less than 1/2 hour. 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.
- 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.
- 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 Call In and Call Back: 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 Right of Refusal: 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 remain on standby for the duration of the event shall be paid for all standby hours 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 an opportunity 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 September for the fiscal year. 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 only an hourly wage for the work. Leaves, holiday pay and vacation are neither accrued nor available for use during the assignment.
- 5.13 Additional Work: 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 work day 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 hours 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 time card, 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 time cards. 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 Change in Status Notification: 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 Rate of Pay: 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 workyear. 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 Lost Checks: 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 Promotional Transfer: 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.
- 6.7 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.
- 6.8 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. 1) Breakfast-\$12.00 2) 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 Lodging: 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 Bus Drivers' Certificates: 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 Split Shift Differential: 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 hours worked basis shall be required to serve any extended school days added to the end of the academic year to compensate for closure. Eleven and Twelve month non-instructional staff are required to come to work, if main roads are open to travel, when there is a school closure in order to insure that the safety, communication and maintenance needs of the district are being accommodated. If an employee chooses to stay home because of unsafe conditions when school are closed, the leave will be deducted, but will not affect personal/discretionary leave days.

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

<u>District Service</u>	<u>Salary Increase</u>
10 - 14 years	1% above base pay
15 - 19 years	2% “ “ “
20 - 24 years	3% “ “ “
25+ years	4% “ “ “

Longevity increments shall be applied as a percentage increase in eligible employees’ base pay, with payment beginning during the month immediately following the month in which the anniversary date of employment occurs. The employee is responsible for notifying the Business Manager 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 Drug Testing: 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: Upon ratification of this contract, the Board shall set in motion a process to modify Board Policy 4256.3: Reimbursement, Uniforms and Allowances to provide \$3,000 in casualty loss insurance for tools provided on the job by employees who are required as a condition of employment to provide their own tools. (*Ca. Ed. Code 35213*)

6.18 Fingerprinting: 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 Bus Driver Trainer: That employee qualified to perform and assigned to perform the duties of bus driver trainer shall be compensated at the rate of eighteen (18) dollars per hour for all necessary work performed in accordance with that assignment.
- 6.20 Tools: 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
- 6.21 Payment: An additional step will be added to the salary schedule adding Step J at 2% to the salary schedule (Appendix A) in 2012-2013. The bargaining unit employees will receive a zero (0) % salary increase contingent that no other employee group gets a salary increase for the term of this agreement. Should another employee group represented by a union (LVTA) receive higher compensation in a settlement agreement, CSEA will have the opportunity to reopen this item

**ARTICLE VII**  
**MEDICAL, DENTAL, AND VISION BENEFITS**

7.1 Stay Well Medical Insurance Program

- 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 2080 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 2080 hours, but who work 1040 or more total compensated hours per year, are entitled to receive full coverage, including vision on a prorated basis as reflected in the figures below, 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. There are eight bands of total compensated hours for employees eligible to receive prorated premium payments from the District:

Total compensated hours:	District premium payment:
1040 – 1169	50%
1170 – 1299	56.25%
1300 – 1429	62.5%
1430 – 1559	68.75%
1560 – 1689	75%
1690 – 1819	81.25%
1820 – 1949	87.5%
1950 – 2079	93.7%

Participation in the medical plan is mandatory for all employees serving 1768 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 50% of the annual health benefits cost increases through the Staywell Plan for the life of the contract.
- c. Effective June 30, 2009: All members of the classified unit will receive one third (1/3) less of the normal district contribution to the Health and Welfare Side Fund for the 2009-10 years. Members of the classified unit will receive two thirds (2/3) less of the normal district contribution to the Health and Welfare Side Fund for the 2010-11 school years. Members of the classified unit will receive none of the normal district contribution to the Health and Welfare Side Fund for the 2011-12 school years and thereafter.
- d. For eligible employees who were participating in the medical plan prior to June 30, 2002, the following provisions apply:
  - 1) Employees who work at least thirty (30) hours per week shall be provided full coverage including vision for themselves and their eligible dependents.
  - 2) Part-time employees who work at least twenty (20) hours a week but less than thirty (30) shall be provided the following benefits for themselves and their eligible dependents: The District will pay the full monthly premium including vision.
  - 3) Effective July 1, 2009: Any increase in the cost of Health and Welfare benefits for the 2009-2010 and 2010-1011 school year will be paid by the district; for the 2011-2012 school year increases will be split—20% paid by employee, 80% paid by the District. A side agreement will include the following: Any increase in the cost of Health and Welfare benefits for the 2012-2013 school year will be split-30% paid by the employee, 70 % paid by the District.
  - 4) All unit members employed full time prior to June 30, 2002 shall receive Staywell consortium provided health coverage for themselves and their eligible dependents for the life of this contract. After the co pay period the coverage resumes payment at 100%. Health benefits also include vision and dental coverage. Unit members shall

contribute 30% of increased costs as increases occur. All increases will be above the 2011/2012 costs.

#### 7.2 Laytonville Unified School District Dental Plan

- a. All employees who transferred into the District from Willits Unified, excluding Instructional Assistants, shall be provided full coverage for themselves and their eligible dependents under the Laytonville Unified School District Dental Plan for the life of this contract.
- b. For new employees who work at least thirty (30) hours per week on a regular assignment basis, the District will provide full coverage under the Laytonville Unified School District Dental Plan for themselves and their eligible dependents.
- c. For part-time employees who work at least twenty (20) hours a week but less than thirty (30), the district shall pay one-half of the premium for dental benefit coverage for the employee and eligible dependents. To access this benefit the employee MUST pay the balance of the premium.
- d. The provisions of subsections b and c apply to those eligible employees who were participating in the dental plan on June 30, 2002. Effective July 1, 2002 and thereafter, all new employees and all eligible employees who did not participate in the dental plan on June 30, 2002 are subject to this new eligibility system. Full-time (8 hour-per-day, 40 hour-per-week, 12 month-per-year employees who are in paid status for 2080 total compensated hours per year) will be provided full coverage for themselves and their eligible dependents with the premiums fully paid by the District. Employees who work fewer than 2080 hours, but who work 1040 or more total compensated hours per year, are entitled to receive full coverage on a prorated basis as reflected in the figures below, 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. There are eight bands of total compensated hours for employees eligible to receive prorated premium payments from the District:

Total compensated hours:	District premium payment:
1040 – 1169	50%
1170 – 1299	56.25%
1300 – 1429	62.5%
1430 – 1559	68.75%
1560 – 1689	75%
1690 – 1819	81.25%
1820 – 1949	87.5%
1950 – 2079	93.75%

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

### 7.3 State Disability Insurance

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. Such program shall provide for a coordination of disability insurance (DI) basic benefits, and accumulated sick leave to the effect that there shall be deducted from the employee's accumulated sick leave only that portion of a day's leave which, when combined with the DI basic benefit amount, equals a regular day's pay, for each day of absence on which the employee is eligible to draw DI benefits. An employee receiving benefits under this provision shall endorse and promptly deliver to the District all DI checks received. The District shall, in turn, issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized deductions from that portion of the warrant in excess of the SDI benefit amount.

### 7.4 Retention of Benefits

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.

- 7.5 Enrollment Period: The enrollment period for Medical, Vision and Dental benefits will be the first thirty-one (31) days from the initial date of hire for new employees. Employees who were hired in subsequent years will have thirty-one (31) days from the beginning of each employment year to enroll. In all situations, employees must stay enrolled in the program for the entire school year.

**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. 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 Vacation Scheduling
- 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 Interruption of Vacation: 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 Posting Requirements: 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.
- 10.1b Posting Information: 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 In-Class Transfer: 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 Cross-Class Transfer: 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.
- 11.2 Jury Duty: 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 employee's 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 Military Leave: An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the 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.
- j. 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. An employee may elect in writing with the Superintendent to take up to six (6) months of unpaid maternity leave. An additional six (6) months of unpaid maternity leave may be granted upon request at the option of the District.

11.6 Industrial Accident and Illness Leave: 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 Personal Necessity Leave: 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: Employees who have served with the District for one calendar year 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 :

- 1) birth of a child of the employee, or placement in the employee's home of an adopted or foster child;
- 2) to care for a parent, child or the spouse of the employee when leave is necessary to deal with that individual's serious health condition, and;

- 3) to deal with the employee's own serious health condition, including pregnancy and prenatal care.

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 foreseeable, the employee shall request leave at least thirty (30) days in advance of need. If the need for leave is not foreseeable, the employee shall request leave with as much advance notice as practicable. If an employee fails to request a foreseeable leave at least thirty (30) days in advance of need, the District may delay the beginning date of the leave up to thirty (30) days following receipt of the request for leave.
- 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. If the District doubts the validity of a requesting employee's medical certification, the District may require the employee to undergo a "second opinion" medical examination by a health care provider of the District's choice, at District expense. If the second opinion differs from the employee's initial certification, the District may require a "third opinion" examination under conditions stated above, except that the health care provider chosen for the third opinion must be selected and approved jointly by the District and the requesting employee. The opinion of the third health care provider shall be conclusive. The health care providers selected for the

second and third opinions shall not release medical facts of a diagnosis of the employee's medical condition to the district.

- e. 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.
- f. 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.
- g. 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.
- h. An employee who normally pays a portion of the premium costs for group insurance plans has the option to discontinue coverage under these plans during the period of leave. If this option is chosen, the employee shall be immediately reinstated under the group insurance plans upon return from leave. The employee shall not be required to re-qualify for coverage, and no conditions shall be placed on the employee which would not have been placed had the leave not been taken.
- i. 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.

- j. 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.
- k. 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 eight (8) 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. In addition to the eight hours of parent involvement leave, 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. In addition, the bargaining unit member must demonstrate that this absence will cause him/her a significant financial hardship. A bargaining unit member who satisfies these conditions may contact CSEA or the District Personnel Office and request that this provision be activated. The District has the right to require medical verification of the necessity for the absence, or the necessity for personal care giving to a family member. If CSEA and the District are satisfied that the qualifying conditions have been met, CSEA will solicit donations of sick leave, vacation and compensatory time off for use by the requesting bargaining unit member, subject to the following conditions.

- a. Donations of sick leave, vacation and compensatory time off to an employee become the property of that employee, even if they are not all used during the qualifying absence. Any donated credits remaining on the books at the end of the qualifying absence are available to be used by the receiving employee as if he or she had earned them.
- b. Employees who respond to CSEA's solicitation for donations may donate some of their accumulated sick leave, vacation and/or compensatory time off, in any combination of at least one full day or multiple full days (based on the donating employee's number of regular working hours per day), but no more than five (5) total days of credit may be donated by an employee in response to one request. An employee may not donate sick leave unless he or she will have twenty (20) or more days remaining on the books after the amount donated has been deducted.
- ~~e.~~ Sick leave, vacation and compensatory time are donated in day increments and received in hour increments. Donated days, broken down into hours, are deducted from the donating employee's accounts, and the same number of

hours are added to the receiving employee's accounts. Thus a day donated may be more or less than a day for the employee receiving the donation.

- d. CSEA will circulate a standard donation form with each donation solicitation. Any employee who wishes to donate credit(s) to an eligible requesting employee must fill out the form and return it to the District Office for processing. A copy of the processed form will be returned to the donating employee, confirming the donation. The District will notify CSEA of the total amount of sick leave vacation and/or compensatory time donated in response to each solicitation.

**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 No less than one (1) annual evaluation shall occur for permanent employees. This evaluation shall take place prior to May 1 of each year.
- 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.
- 12.6 A committee of members from CSEA and the Administration (Site principals and/or the Superintendent) will convene in the Fall of 2013 to revise current evaluation forms to be more applicable to employees' job assignments.

**ARTICLE XIII****TRAINING**

- 13.1 In-Service Training Program: 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.
- 13.2 In-Service Training Time: 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.

**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, 2012 through June 30, 2015) 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.
- 16.2 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 effected 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.
- 16.4 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 Vacant Position: 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 Salary When Bumping: An employee who bumps into a lower class retains the salary step placement he enjoyed in the higher class.
- 16.7 Layoff In-Lieu of Bumping: 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 Seniority Roster: 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 Combined Classes: 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 non-overtime 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 Disciplinary Action: 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.
  - b. 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 Right to Representation: 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 Cause: 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;
- i. 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;
- l. 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. Progressive Discipline: 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. Informal Conference: 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. Emergency Situations: 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. Administrative Leave: 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. Hearing: 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. Written Notice: 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 does not 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.
- 7) 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:

- 1) 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 No Grievance: 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 History: 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. Participants: 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. Terms of Office/Meetings: 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 District Advisory Committee Responsibilities:

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.
- i. 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.

- l. 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 Problem Solving: 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 Review: 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 decision making 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 Shared Decision Making at the Site Level: 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;
    3. Make a recorded vote on all decisions. Tie votes will be decided by the Superintendent.
  - c. The committee will also:
    1. Meet annually in the spring to plan inservice and staff development activities for the following school year.
  - d. 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).
- a) 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 Verification of Units:

- 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 entitled to a range increase of two (2) ranges.
- b. Employees who receive range increases will have their job classification amended to reflect reclassification [e.g. Special Education Assistant plus ten units = Special Education Assistant (+2), etc.].

- c. Employees will be limited to one increase of two ranges each year.  
Employees will be limited to a maximum of five increases (ten ranges).
- d. Employees who receive range increases as a result of reclassification will maintain prior step increases. Employees who receive range increases as a result of a cross-class transfer will retain range increases earned through reclassification.

19.5 Job Descriptions: During the 2010-2011 fiscal year, the District and CSEA shall conduct a job description study of all bargaining unit positions. The study shall be initiated by October 1, 2010. 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.

APPENDIX A

**LAYTONVILLE UNIFIED SCHOOL  
DISTRICT CLASSIFIED SALARIES  
AND  
SERVICE RANGE ASSIGNMENTS  
2015-2018  
(Insert Salary Schedules)**

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**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 31<sup>st</sup>)

- 1. Name \_\_\_\_\_
- 2. Position \_\_\_\_\_
- 3. Topic of proposed project

\_\_\_\_\_

Main headings of project:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- 4. This project relates to my present assignment or will be of professional advantage to me and/or the District in the following way(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- 5. I hereby request approval of this project for credit towards reclassification.

\_\_\_\_\_

\_\_\_\_\_

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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APPENDIX B – 1  
 Request for Verification of Units for Reclassification  
**Request for Salary Schedule Movement: Record of Earned College Units**

Name\_\_\_\_\_

Date\_\_\_\_\_

GRADE	UNITS EARNED		DATE COMPLETED	COURSE NUMBER	COURSE TITLE	UNIV. OR COLLEGE	DATE APPROVED
	SEM.	QTR.					

Total:\_\_\_\_\_

Verified by:\_\_\_\_\_ Date\_\_\_\_\_

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**APPENDIX B - 2**

Verification of Units for Reclassification

**VERIFICATION REVIEW**

Current post-graduate semester hrs/units already verified: \_\_\_\_\_

New semester hrs/units verified: \_\_\_\_\_

Total units verified: \_\_\_\_\_

Units remaining: \_\_\_\_\_

NEW PLACEMENT: Step \_\_\_\_\_ Column/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  
DISTRICT

Adopted: September 3, 1998  
Amended: June 17, 1999  
Amended: May 27, 2010

LAYTONVILLE UNIFIED SCHOOL

Laytonville California



**APPENDIX E**  
**LAYTONVILLE UNIFIED SCHOOL DISTRICT**  
Classified Employees Annual Evaluation Tool  
To be added Fall of 2015