AGREEMENT

BETWEEN

THE GOVERNING BOARD OF THE
WOODLAND JOINT UNIFIED SCHOOL DISTRICT

AND

WOODLAND CHAPTER #118
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

JULY 1, 2025 TRHOUGH JUNE 30, 2028

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ARTICLE 1. AGREEMENT

1.1 The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Woodland Joint Unified School District ("District") and the California School Employees Association and its Woodland Chapter No. 118 ("Association") the recognized employee organization.

1.2 This Agreement is entered into pursuant to Chapter 10.7 Sections 3540-3549 of the Government Code ("Act").

1.3 This Agreement shall be effective upon ratification by the parties and expires June 30, 2028. Unless modified by agreement of the parties, the terms and conditions of the new agreement shall be the same as the agreement in effect on June 30, 2025.

1.3.1 For the 2026-2027 school year, each party may reopen two (2) articles of the party's choosing, in addition to salary and benefits.

1.3.2 For the 2027-2028 school year, each party may reopen two (2) articles of the party's choosing, in addition to salary and benefits.

1.3.3 For the 2026-2027 and 2027-2028 school years, upon mutual consent, additional articles may be opened for negotiation.

1.4 This Agreement shall remain in full force without reduction throughout its duration.

ARTICLE 2. RECOGNITION

2.1 The District recognizes the Association as the exclusive representative for a unit of the classified service including the following major groupings of jobs: Food Services, Clerical/Technical, Custodial/Maintenance, Classroom/Instruction and Transportation. The Unit excludes day-to-day substitute employees, noon duty supervisors and instructors for intramural programs and those positions not a part of the classified service and positions which can be declared management, confidential, supervisory or certificated.

ARTICLE 3. DEFINITIONS

3.1 "Seventy-Five Percent of a School Year" means 195 working days, including holidays, sick leave, vacation and other paid leaves of absence, irrespective of the number of hours worked per day.

3.2 "Day" means any day the District office is open for business unless specifically defined otherwise throughout this Agreement.

3.3 "Probationary" means a new employee hired into the District for the first time in a bargaining unit position, a bargaining unit member hired into a new position, a bargaining unit member hired into a classification that is a promotional opportunity, a bargaining unit member hired into a classification that is a voluntary demotion or a bargaining unit member hired by the District following a complete break in service.

3.4 "Supervisor" or "Supervisorial" refers to designated management positions only.

3.5 "Extended School Year" refers to Special Education programs and services which extend beyond the regular academic year.

3.6 "Reclassification" is the redefining of a position to account for changes in required skills, duties, or responsibilities that may alter the nature of the position.

3.7 The term "member of the immediate family" includes spouse, registered domestic partner, mother, father, brother, sister, son, daughter, stepson, stepdaughter, grandmother, grandfather, great grandparent (biological and/or adopted), grandchild, son-in-law and daughter-in-law, brother-in-law and sister-in-law of the bargaining unit member or of the spouse, and any relative living in the immediate household of the employee.

ARTICLE 4. ORGANIZATIONAL RIGHTS

4.1 Association's Use of District Equipment/Facilities

4.1.1 The Association shall have on-site use, for Association purposes, of District equipment, buildings and facilities at all reasonable hours.

4.2 Association's Responsibility for Any Additional Cost

4.2.1 The Association shall be responsible for paying any actual additional cost incurred by the District by use of facilities, equipment or supplies.

4.3 Negotiation Procedures

4.3.1 No more than five (5) representatives, and one (1) note taker, exclusive of one professional consultant for each party, shall represent either party while in the negotiation session.

4.3.2 A negotiation session will constitute the work day and will typically begin at 8:00 a.m. and shall include preparation time. Unit members will be released from their duties for the entire work day. Unit members will report directly to negotiations and will not be required to report to their work site. Association representatives will not accrue time beyond their regular work day on negotiation days. The Supervisor(s) shall have the responsibility to secure substitute(s) for such representative(s), if needed.

4.3.3 The Assistant Superintendent, Human Resources or designee may grant additional release time for the purpose of negotiations preparation upon request from the Association President or designee.

4.4 Association Release Time

4.4.1 The District agrees that it will grant release time of up to 8 hours per month (not cumulative), for the Association President or designee to conduct necessary Association business. The Assistant Superintendent, Human Resources or designee may grant additional release time, with prior approval, to the Association President or designee for new employee orientation. (Not included under this section is release time provided for in other sections: Grievance, Negotiations, Disciplinary proceedings, and meetings with Management.)

4.5 Organizational Leave

4.5.1 At the request of the Association, with the approval of the Assistant Superintendent, Human Resources or designee, unit members may be granted a leave

of absence to attend regularly or specially scheduled classes, workshops, and training offered or sponsored by the Association. The unit member may take leave without pay or accrued vacation leave or, compensatory time off, or the Association shall reimburse the District for the cost of a substitute.

4.5.2 The District shall grant a maximum of five (5) full days of Organizational Leave for up to five (5) duly authorized delegates to attend the Association's annual conference.

4.6 Nondiscrimination

4.6.1 Neither the District nor the Association shall interfere with, intimidate, restrain, coerce, or discriminate against bargaining unit members because of the exercise of rights to engage or not engage in Association activity.

ARTICLE 5. DISTRICT RIGHTS

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

ARTICLE 6. GRIEVANCE PROCEDURES

6.1 Definitions

6.1.1 A grievance is defined as any complaint affecting a bargaining unit employee or employees involving the interpretation, application, or alleged violation of this Agreement and any side letters and/or memorandums of understanding that are signed by both parties.

6.1.2 A grievant can be a bargaining unit member, group of employees, and/or the Association.

6.1.3 The Association Representative is defined as the President, Vice-President, Job Stewards and/or the CSEA Labor Relations Representative. Bargaining unit members occupying these positions shall be designated in writing to the District following the annual elections.

6.1.4 The filing of a grievance shall in no way delay or interfere with the right of the District to proceed in implementing any District action or work, except where unusual or abnormal safety hazards have been determined to exist.

6.1.5 The bargaining unit member may, at their choosing, be represented by an authorized Association Representative at any step of the grievance procedure.

6.2 Purpose

6.2.1 The purpose of this procedure is to secure equitable solutions to alleged contract violations.

6.3 Informal Procedure

6.3.1 Prior to submitting a formal written grievance, bargaining unit members will meet with their immediate supervisor to discuss the issue. The intent of the informal meeting is to attempt to reach resolution at the lowest possible level.

6.4 Formal Level 1

6.4.1 If no resolution is reached at the informal level, a written Level 1 grievance shall be submitted to the immediate supervisor within thirty (30) days after the grievant knew or reasonably should have known about the occurrence giving rise to the grievance.

6.4.2 The Level 1 grievance shall be filed on the appropriate District grievance form

(Appendix E). The form shall include: (1) a description of the specific grounds for the grievance, (2) a listing of the provisions of the Agreement which are alleged to have been violated, and (3) a statement of the action(s) requested of the District which will resolve the grievance.

6.4.3 Within ten (10) days after the receipt of the written grievance the immediate supervisor shall schedule a meeting with the grievant.

6.4 Within ten (10) days of the meeting, the supervisor shall provide the grievant, the CSEA Chapter President, and the Assistant Superintendent, Human Resources or designee a copy of their written decision via electronic mail.

6.5 Formal Level 2

6.5.1 A Level 2 grievance may be filed within ten (10) days of receipt of the immediate supervisor's written decision, or within twenty (20) days of the Level 1 meeting if no written decision is received. The Level 2 grievance shall be filed on the appropriate District grievance from (Appendix E).

6.5.2 Within ten (10) days after the receipt of the Level 2 written grievance, the Assistant Superintendent, Human Resources or designee, shall meet with the grievant and up to two (2) representatives of the Association, one of whom may be the Labor Relations Representative. Upon mutual agreement of the parties, additional Association Representatives may be invited to the meeting.

6.5.3 Within ten (10) days following the meeting, the Assistant Superintendent, Human Resources or designee shall submit a written decision to the grievant, the CSEA Chapter President, and CSEA Labor Relations Representative, via electronic mail.

6.6 Formal Level 3

6.6.1 A Level 3 grievance may be filed within ten (10) days of receipt of the Assistant Superintendent, Human Resources or designee's written decision on the Level 2 grievance, or within twenty (20) days of the Level 2 meeting if no written decision is received. The Level 3 grievance shall be filed on the appropriate District Grievance from (Appendix E).

6.6.2 The District shall request that the State Mediation and Conciliation Service appoint a mediator to assist in the resolution of the grievance. It is the parties' understanding that such mediators are provided at no cost to the parties, however, if costs for the services of the mediator are charged (including but not limited to per diem expenses, travel and subsistence expenses), such costs will be borne equally by the

District and the Association.

6.6.3 Mediation shall be limited to one (1) day in duration. Upon mutual agreement of the parties, however, the duration of any mediation session may be extended beyond one day.

6.6.4 If the grievance is not resolved through mediation in Level 3, the Association may, within ten (10) days after the conclusion of the mediation, state in writing that the grievance be submitted to binding arbitration.

6.7 Formal Level 4

6.7.1 The parties shall jointly request that the California State Mediation and Conciliation Service provide a list of seven (7) names of arbitrators. The parties shall alternately strike the names of the arbitrators on the list until only one (1) remains, who shall serve as the arbitrator. The order of striking shall be determined by lot.

6.7.2 The arbitrator shall be without any authority to modify, change or alter the terms of this Agreement.

6.7.3 All costs for the services of the arbitrator, including but not limited to per diem expenses, travel and subsistence expenses, and the cost of any hearing room, shall be borne equally by the District and the Association. The proceeding shall be recorded by a certified reporter, and the cost for this service shall be borne equally by the District and the Association. All other costs shall be borne by the party incurring them.

6.7.4 The decision of the arbitrator shall be binding on the parties.

6.8. Miscellaneous Provisions

6.8.1 The Association may file a grievance at Level 2 of the grievance procedure if, in the opinion of the Association: the alleged violation involves a group of employees rather than a single employee, or if the grievant(s) have more than one (1) supervisor. In submitting such a grievance, the Association shall clearly indicate on the written grievance submitted that it is bypassing Level 1 of the grievance procedure.

6.8.2 No bargaining unit member shall suffer any reprisal for making use of any provisions of this Article.

6.8.3 The grievant shall be granted reasonable release time to prepare the initial grievance at their work site and as required to process the grievance. The grievant shall notify their immediate supervisor at least one (1) day in advance.

6.8.4 The Association Representative shall be granted reasonable release time as necessary to investigate and/or process a grievance. The representative shall notify their immediate supervisor at least one (1) day in advance of any requested release time.

6.8.5 The Association shall be provided copies of any grievance filed by bargaining unit members.

6.8.6 All records concerning a bargaining unit member's grievance shall be in a file separate from the bargaining unit member's personnel file to assure confidentiality. It shall be available for inspection only by the bargaining unit member, their representative, and management/confidential employees directly involved in the grievance procedure.

6.8.7 An extension of any time limit may be made by mutual written consent of the parties.

ARTICLE 7. ASSIGNMENTS, JOB VACANCIES & TRANSFERS

7.1 Assignments

7.1.1 Types of Assignments The assignment of each classified bargaining unit member shall be designated as either probationary or permanent. Assignments may be part-time or full time, and for twelve (12) months per year or less.

7.1.2 Out of Classification Assignment A bargaining unit member may be temporarily assigned to an equivalent or higher job classification.

7.1.2.1 These Out of Classification assignments are not limited by the twenty (20) consecutive working days rule stated in Section 17.8.

7.1.2.2 A bargaining unit member may be assigned on a temporary basis to perform non-supervisorial, non-evaluative duties of their immediate supervisor. This assignment will be at the discretion of the Assistant Superintendent, Human Resources or designee and shall be for no more than the duration of the supervisor's absence.

7.1.2.3 The bargaining unit member shall receive the pay rate within the classification of the Out of Classification assignment which is closest to but at least five percent (5%) higher than the bargaining unit member's regular rate of pay. Such higher rate of pay shall continue for the duration of the Out of Classification assignment. If the Out of Classification assignment is on the same range as the bargaining unit member's permanent classification there shall be no change in the rate of pay.

7.1.3 Bridging When a bargaining unit member resigns a position while maintaining employment in another position within the District and is rehired within a maximum of six calendar months (i.e. July 15 through January 14) seniority within the classification will be adjusted by time absent from the position. The bargaining unit member will return to the step on the salary schedule held previously and shall remain on that step for a minimum of six months. This six month period must be completed by June 30 in order to be eligible for the July step advancement. The bargaining unit member will not be required to complete a new probationary period.

7.1.3.1 Bargaining unit members shall reapply for any previously resigned position(s) and have no return rights.

7.1.4 Increase In Assigned Hours Should the District determine a need to increase the hours of one or more part-time assignments the incumbent bargaining unit member(s) in the position(s) at the site shall be offered the increased hours. If the incumbent(s) agree to accept the increased hours, no posting or advertising for such increased hours

is necessary. If the offer of increased hours is declined, the District can follow the posting of vacancies process as outlined in 7.2.

7.2 Vacancies and Posting of Vacancies

7.2.1 Job vacancies created by promotions, transfers, resignations or newly established positions in the District, except those filled through the bidding process, shall be posted and advertised, except in cases where the District decides to reduce staff through attrition, in which case the vacancy may remain unfilled. If the District later decides to reinstate the position, the vacancy will then be posted and advertised. If a position is to be left vacant, the District shall notify the supervisor and Association Chapter President that the work load of remaining bargaining unit members shall not be increased as a result of such vacancy.

7.2.2 If the vacancy is to be filled, the District shall post a Notice of Job Position Opening on the District website and at each District work site.

7.2.3 The Notice of Job Position Opening shall include the following minimum elements: the job title, the assigned job site, the number of hours per day, duty hours assigned, days per week, months per year, the salary range, the name of the immediate supervisor and the final filing date.

7.2.4 Any changes in posted notices shall be promptly communicated in writing by providing a copy of the revised posting to the Association Chapter President.

7.2.5 Copies of the job description for posted vacancies shall be made available at the District office and on the District website.

7.2.6 The Notice of Job Position Opening shall remain posted for a period of five (5) work days.

7.3 Vacancy Recruitments

7.3.1 Definitions – Transfer, Salary Range Transfer, Promotion, Demotion

7.3.1.2 A transfer is defined as the movement of a bargaining unit member to a vacant position within the same classification regardless the number of hours. Transfers can be voluntary or administrative.

7.3.1.3 A salary range transfer is defined as the movement of a bargaining unit member to a vacant position in a different classification but within the same salary range.

7.3.1.4 A promotion is defined as the movement of a bargaining unit member to a vacant position in a higher classification within the bargaining unit.

7.3.1.5 A demotion is defined as the movement of a bargaining unit member to a vacant position with a lower salary range.

7.3.2 Recruitment Process

7.3.2.1 All interested applicants must submit the required documentation, as noted in the vacancy announcement, to the Human Resources department by the final filing date in order to be considered.

7.3.2.2 Those unit members applying for a vacancy that are considered "transfers" shall be interviewed.

7.3.2.3 All other internal applicants (salary range transfers, promotions, demotions) or external applicants, may be interviewed, provided they meet the job qualifications as outlined in the job description and the Notice of Job Position Opening.

7.3.2.4 If the District involves bargaining unit members in the interview process, it shall involve only those who have skill, knowledge or experience of the position to be filled.

7.3.2.5 If the District is unable to fill the vacancy following the procedures outlined in Sections 7.3 and 7.4 above, and determines that an administrative transfer is necessary, the District will notify the Association Chapter President.

7.3.2.6 Vacant Nutrition Assistant positions shall be filled by bid procedure. The order of bidding is to be among Nutrition Assistants requesting transfer based on seniority and the last completed evaluation on file in the classification must be positive. Bargaining unit members on probation are not eligible for bidding or transfer requests.

7.4 Assignments and Recruitments for Paraprofessionals in the Special Education Program

7.4.1 All vacant Paraprofessional (Special Education) assignments will be posted in accordance with 7.2 above.

7.4.1.1 Paraprofessional (Special Education) assignments that remain unfilled after the Recruitment Process outlined in 7.3.2. above will be made available to staff transfers outlined in 7.4.2 below.

7.4.1.2 For section 7.4, "Paraprofessional" shall mean a Paraprofessional classification

assigned to support students in the special education program (currently titled, "Paraprofessional II").

7.4.2 Staffing Determinations Ahead of a New School Year

7.4.2.1 The Special Education Department will determine the need for Paraprofessional assignments District-wide based on student needs known ahead of each school year. The District will strive to provide advance notification to employees of any transfers that need to be made to support student needs. The minimum amount of advance notice for transfers that need to take place ahead of a new school year is five (5) business days. Examples of reasons transfers may need to be made prior to the start of the school year included but are not limited to:

- Student with 1:1 Paraprofessional support needs moves to a new school site.
- Student with 1:1 Paraprofessional support leaves the District or no longer needs Paraprofessional support.
- Change in the total hours needed for a student's 1:1 Paraprofessional support.
- Special Day Class programs needing to be relocated to a different site.
- Student enrollment changes that impact staffing needs in Special Day Class classrooms.
- Change in hours of a particular program
- Change in a particular school's bell schedule.
- Change in RSP numbers at a particular school site or District-wide.

7.4.2.2 When a unit member is assigned to provide 1:1 support and their student moves from one school site to another, the unit member will be notified by phone call followed by an email to the unit member's district email account and to the Association President of the new school stie and work hours at the new school site of the student they support.

7.4.2.3 When a unit member is assigned to provide 1:1 support and their student no longer requires 1:1 support, the unit member will be contacted and options will be provided for transfer. Contact will be made by phone call to the unit member with a follow-up email to their district email account and to the Association President. If there are multiple positions available, the unit member shall be provided five (5) business

days to respond with their assignment for selection. Selections shall be confirmed based on the seniority of those unit members notified of their need to be transferred ahead of the school year.

7.4.2.3.1 Seniority is based on hire date and not seniority in a particular SDC classroom or a particular school site.

7.4.2.4 When a program is relocated to a different location for the next school year, the unit member assigned to that program will be transferred to support the program at the new site.

7.4.2.5 When transfers are necessary ahead of the start of the school year for changes other than 7.4.2.2 through 7.4.2.4 Special Education administrators will first contact the Paraprofessionals whose assignments are impacted based on the changes listed above (excluding 7.4.2.2 through 7.4.2.4) to inform them of the need for transfer. Contact will be made by phone call to the unit member with a follow-up email to their district email account and to the Association President. The notification will inform the unit member for the need for transfer to the newly assigned site, their work hours for the assignment and that the unit member can apply for any available vacant position.

7.4.2.5.1 The unit member shall be provided five (5) business days to respond with their selection of assignment.

7.4.2.5.2 The unit member may voluntarily choose to select a position with less hours per day than they are assigned prior to the transfer. Should the unit member choose to reduce their hours, it shall be voluntary only and the unit member will provide formal notification to the District of their intent to voluntarily reduce their hours per day.

7.4.2.5.3 Should the unit member choose not to transfer or not respond to the notice; the District will notify the Association Chapter President and the administrative transfer process in 7.5 below will be initiated.

7.4.2.6 Transfers will be made to positions with the same hours per day (FTE) as the unit member is assigned prior to the transfer unless the unit member chooses a position with less hours as outlined in 7.4.2.5.2. The unit member will receive a confirmation email confirming the new work location, work hours and site supervisor.

7.4.2.7 Seniority of the unit member shall not be impacted by the transfer outlined in this section.

7.4.2.8 The procedures outlined in this section will apply to transfers needing to be made prior to the first instructional day of the coming school year. For the purpose of

section 7.4.2, "five (5) business days" is defined as days when the district office is open to the public.

7.4.2.9 After the beginning of the school year, transfers needed during the school year for Paraprofessional (Special Education) assignments will follow the processes outlined below.

7.4.3 Assignment Changes During the School Year

7.4.3.1 Should a change occur in the number of Paraprofessionals needed for a specific Special Day Class (SDC) classroom at a specific site, the Paraprofessionals assigned to that site in other SDC classrooms may be moved to support other SDC classrooms at the same site. Their total work hours per day will not be changed.

7.4.3.1.1 Should there be only one (1) SDC classroom at the site, the unit member will be contacted about other open Paraprofessional vacancies at their site or other vacant SDC classroom assignments at other sites. The unit member will be provided with five (5) working days to respond with their assignment selection.

7.4.3.2 Paraprofessional supporting Resource Programs (RSP) at a specific site are assigned based on student needs and may need to be assigned to different classrooms at the specific site throughout the school year.

7.4.3.3 Paraprofessionals assigned to provide 1:1 student support will remain in the assignment with the specific student until a change needs to be made based on student need. Changes include student with 1:1 Paraprofessional support moves to a new school site, leaves the District, no longer needs Paraprofessional support, or student requires the opportunity to work with other Paraprofessionals in order to build student independence.

7.4.3.4 When a unit member is assigned to provide 1:1 Paraprofessional support and their student moves from one school site to another, the unit member will be notified of the start date of their assignment at the new school site and work hours at the new school site of the student they support.

7.4.3.5 When a unit member is assigned to provide 1:1 support and their student no longer requires 1:1 support, then 7.4.2.3 will apply.

7.4.3.6 When transfers need to be made for reasons other than 7.4.3.6 and 7.4.3.7 above, the following process will apply.

7.4.3.6.1 Special Education administrators will first contact the Paraprofessional whose

assignment is impacted based on the change listed above to inform them of the need for transfer and to discuss available options. Contact will be made by phone call to the unit member with a follow-up email to their district email account with a copy to the Association President. The contact will follow with an email notifying the unit member of the need for transfer and that the unit member can apply for any available vacant position after the recruitment processes outlined in 7.2 and 7.3 have been completed.

7.4.3.6.2 The unit member shall be provided five (5) workdays from the date the email is sent to respond with their assignment for selection. Should the unit member choose not to transfer or not respond to the notice, the District will notify the Association President and the administrative transfer process in 7.5 below (Administrative Transfer) will be initiated.

7.4.3.6.3 Transfers will be confirmed to positions with the same hours per day (FTE) as the unit member is assigned prior to the transfer unless the unit member chooses a position with less hours as outlined in 7.4.2.5.1. The unit member will receive a confirmation email confirming the new work location, work hours and site supervisor.

7.4.3.6.4 Seniority of the unit member shall not be impacted by the transfer outlined in this section.

7.4.3.7 When a Paraprofessional (Special Education) position at a specific site becomes vacant during the school year, other Paraprofessionals at the school site may be asked by the site administrator to fill in the open position on a temporary basis while the recruitment process is active.

7.4.3.7.1 The site administrator shall ask for volunteers from the school site. If no one volunteers, the site administrator shall choose a unit member from the school site to provide temporary coverage. If the temporary coverage assignment is more hours than the unit member's regular assignment, they shall be paid the extra hours on a timesheet. This does not waive the requirements outlined under Article 17.8.

7.4.3.8 If a Paraprofessional assigned to provide 1:1 support is absent on a particular day, the site administrator may ask another Paraprofessional at the same site to help support the student.

7.4.3.9 If there are a number of students in an SDC classroom that are absent on a particular day, the site administrator may ask another Paraprofessional at the same site to help support another SDC classroom or other students in special education at the same site.

7.4.3.10 Paraprofessionals at a particular site may be asked by the site administrator or

a special education administrator to support needs at another site on a particular day in the following instances:

- A particular site does not have students in a program on a particular day.
- A particular site is overstaffed due to student absences on a particular day.
- A Paraprofessional assigned to provide 1:1 support is absent at a particular site and staff at the site are not available to provide support.

7.4.3.10.1 Unit members assigned to another site will be paid for their mileage calculated from their regularly assigned site to the temporary site.

7.4.3.10.2 This section (7.4.3.10) does not apply to a Paraprofessional assignment to provide 1:1 support and whose student is present at a school that day.

7.5 Administrative Transfers

7.5.1 Administrative transfers are District-initiated and are based upon consideration of seniority, the operational needs of the District, or job qualifications and skill level. Voluntary transfers will be solicited before administrative transfers are made.

7.5.2 The administrative transfer will be subject to review with the Association Chapter President and approval by the Assistant Superintendent, Human Resources or designee and the employee shall be given a minimum of ten (10) work days' notice prior to the effective date of the administrative transfer unless a lesser time frame is mutually agreed upon between the employee and the District.

7.6 Notification, Objections

7.6.1 Bargaining unit members not selected for vacant positions shall be notified within ten (10) work days of the decision. Members may request a meeting with the appointing supervisor to discuss the decision. If requested, reasons for the decision shall be put in writing within ten (10) work days of the request.

7.6.2 Bargaining unit members not satisfied with the rationale given under section 7.6.1 may present objections to the Assistant Superintendent, Human Resources or designee within five (5) work days of receiving the explanation.

7.6.3 Grounds for such objection shall be limited to an allegation that the action was taken by the appointing supervisor for reasons that were arbitrary, capricious or discriminatory. Within ten (10) work days after receipt of such objections, the Assistant Superintendent, Human Resources or designee shall hold a meeting to hear the

objections and render a decision. The bargaining unit member is entitled to Association representation at such meeting.

7.7 Probationary Period

7.7.1. New employees hired for the first time in a bargaining unit position, unit members hired into a new position, or unit members hired by the District following a complete break in service, shall be considered probationary for 130 days of paid service. For the purpose of calculating 130 days of service, holiday or vacation days shall count towards this calculation, but other days of leave, including but not limited to illness leave, injury leave, bereavement leave, parenting leave or pregnancy leave shall not count towards 130 days of service so as to provide the District with reasonable opportunity to observe and evaluate an employee's performance on the job before determining permanent status. (Randolph v. City of Los Angeles (1977) 67Cal.App.3d 201, 205.).

7.7.2 A bargaining unit member hired into a classification that is promotional opportunity or a voluntary demotion shall be considered probationary for six (6) months. If the bargaining unit member is unable to qualify for permanent status in the new classification, the bargaining unit member shall have the right to return to a similar position in the same job classification in which the bargaining unit member had previously gained permanent status.

7.7.3 A bargaining unit member that accepts a transfer opportunity is not considered "probationary" but may not be considered for another transfer opportunity for a six (6) month period.

7.7.4 A bargaining unit member may apply for promotional opportunities upon completion of their probation period and after obtaining permanent status.

7.8 Notification While On Leave

7.8.1 A bargaining unit member(s) on leave of absence may authorize their representative to file for a specific vacancy on their behalf. Notice of Job Position Openings will be posted on the District website and District sites.

ARTICLE 8. PROFESSIONAL GROWTH PROGRAM

8.1 The Superintendent is hereby authorized to implement an ongoing voluntary Professional Growth Program as incorporated into the contract as Appendix B for members of the classified service.

8.2 The purpose and intent of a Professional Growth Program shall be to increase knowledge, awareness and understanding of the employees' present or potential responsibilities in the District as well as to improve the standards of service, on-the-job performance, personal growth and advancement opportunities for members of the classified service.

8.3 The Professional Growth Program shall be supervised and controlled through a Professional Growth Review Committee selected by the employees they represent as provided in the section of this policy entitled "Composition."

8.4 All members of the classified service are encouraged to voluntarily participate in this Professional Growth Program.

8.5 Professional Growth Committee

8.5.1 Composition

8.5.1.1 A professional growth committee will be established, composed of three (3) classified unit members, one (1) classified confidential employee, one (1) classified management employee, one (1) certificated management employee, and one (1) administrator from the Human Resources Services Division

8.5.1.2 The term of committee members shall be two years. A committee member may serve consecutive terms if selected by their respective groups.

8.5.1.3 The District shall grant unit members the necessary release time from their regularly scheduled workday to participate in meetings of the Professional Growth Committee.

8.5.2 Duties of the Committee

8.5.2.1 The Committee will meet as needed to evaluate coursework or other activities not specifically addressed in “Coursework” and/or “Other Qualified Activities” of this article, for eligibility toward professional growth awards. A minimum of four (4) committee members must be present to act on credit requests. A majority vote is required to approve creditable coursework or other qualified activity.

8.5.2.2 The Committee will convene in February to work collaboratively to develop a resource listing of potential training, especially in the area of technical courses. This list will not be all-inclusive, however, it will serve as a guide to unit employees who wish to participate in the professional growth program but do not wish to pursue a higher education degree.

ARTICLE 9. RECLASSIFICATION

9.1 Reclassification Procedure

9.1.1 The primary purpose of the reclassification procedure shall be to ensure consistent review of duties contained in job descriptions and the work actually performed by bargaining unit members, and to ensure appropriate classification.

9.1.2 Reclassification forms will be available on the District's website or in the Human Resources Division. During the month of September, a bargaining unit member and/or their supervisor may petition for a reclassification review through the submission of a completed "Request for Reclassification Review" digital form to the Human Resources Division no later than the last working day in October.

9.1.2.1 Each bargaining unit member is eligible to submit a "Request for Reclassification Review" one time within a two-year period.

9.1.2.2 The bargaining unit member will complete the first section of the reclassification review form and submit it to their supervisor for completion of the second section. If the supervisor does not support the request, the required written justification must be supplied to the reclassification committee with a copy to the employee. The employee may submit a rebuttal in writing to the reclassification committee. Any unit employee may request a meeting with the committee before consideration for reclassification is made by the committee. The Reclassification Review Committee shall consist of the following members:

9.1.2.1.1 Two Classified bargaining unit members. The Executive Board of CSEA, Chapter #118, shall appoint these members:

9.1.2.2.3 One supervisor, administrator, or management employee;

9.1.2.2.4 The Assistant Superintendent, Human Resources or their designee, and

9.1.2.2.5 One additional member from the classified or certificated management groups to be selected by the Reclassification Review Committee members noted above. The selected additional member would not be a direct evaluator of an individual seeking reclassification.

9.2 Reclassification Evaluation Criteria

9.2.2 In evaluating the request(s) for review, the Reclassification Review Committee shall consider the following criteria:

9.2.1.1 The level and nature of the duties and responsibilities that the bargaining unit member is regularly required to perform which are not covered by their job description;

9.2.1.2 How the bargaining unit member came to be assigned duties and responsibilities not covered by their job description (i.e., expansion of the functions of the school or office, or possession by the bargaining unit member of specialized skills or abilities);

9.2.1.3 Comparison of the bargaining unit member's actual duties as shown on the request for review with the duties on their job description;

9.2.1.4 Relation of described position to other positions within the bargaining unit;

9.2.1.5 Completed Reclassification Request digital form provided by the bargaining unit member and their supervisor to the Reclassification Review Committee.

9.3 Reclassification Review Procedure

9.3.2 The Reclassification Review Committee will convene a meeting no later than the last working day in November to schedule future dates to conduct a reclassification review, which will include:

9.3.1.1 Interviews with the bargaining unit members who submitted request for reclassification and their supervisor;

9.3.1.2 Review of bargaining unit member's written request for review, their supervisor's written response, and other current reclassification requests prepared by bargaining unit members serving in the same positions;

9.3.1.3 Review of the official job description;

9.3.1.4 Examination of the internal alignment of a position within a job category;

9.3.1.5 Review of position placement of similar positions in comparable districts;

9.3.1.6 Gathering of other such data which may be beneficial in the reclassification review, including a desk audit;

9.3.3 Upon analysis of the results of this review, the committee will, by majority vote, approve or deny the request in writing not later than March 31st.

9.3.4 If the reclassification is approved and no job description exists matching the approved duties, the Assistant Superintendent, Human Resources or designee will draft a new job description including proposed salary range and will work with the committee to finalize the new job description. Once the draft is finalized, it will be sent to the President for the ratification process. The reclassification will not be submitted for Board approval until the new job description and salary placement is ratified.

9.4 Reclassification Adjustment

9.4.2 Should the committee approve reclassification to a position in a higher salary range, step placement in the new range shall be not less than the equivalent to a 5% increase to the incumbent's current pay and shall be retroactive to November 1st.

9.4.3 In those cases where a position has been reclassified to a lower salary range or abolished, the current salary range shall continue to apply for the bargaining unit member in that position until such time as the bargaining unit member vacates the position, rather than be reduced in pay. The lower salary range shall apply to new bargaining unit members subsequently assigned to the position after such reclassification.

ARTICLE 10. SUMMER, INTERSESSION & EXTENDED SCHOOL YEAR EMPLOYMENT

10.1 When the District maintains school sessions at times other than during the academic year (summer, intersession or extended school year), it shall first offer available assignments to those employees in the classifications available at the selected sites for that session.

10.1.1 Should an employee decline the assignment or fail to respond to the offer by the deadline, the District shall fill vacancies in accordance with Article 7.

10.1.2 An employee accepting a summer, intercession or extended school year assignment must be available to work for the entire length of the assignment. An employee whose work calendar of their regular assignment ends after the summer, intercession or extended school year assignment is scheduled to begin may be considered for vacancies remaining after their regular work year ends.

10.1.3 This language does not apply to Article 24.2.3, Transportation Department Procedures.

10.2 By June 1, the District will create a list of bargaining unit members on recess who are interested in substituting in assignments during recess periods.

10.3 Special Education staff will be given first preference to work the extended school year for their assignment before advertising the position. Employees must notify the District in writing of their intentions to work the extended school year by March 1 of each year.

10.4 A bargaining unit member shall receive, on a pro rata basis, not less than the compensation and benefits which are applicable to their classification during the regular academic year. The provisions of Article 14 (Leaves of Absence) shall be applicable to summer, intersession or extended school year employment.

ARTICLE 11. SAFE WORKING CONDITIONS

11.1 The District shall adhere to all applicable workplace safety requirements imposed by State or Federal law or regulations adoption under State or Federal law.

11.2 The District shall provide bargaining unit members with appropriate training to perform assigned job duties. No bargaining unit member shall be required to work under unsafe conditions. Bargaining unit members shall report unsafe conditions to their immediate supervisor utilizing the Employee Safety Reporting Form. Should the immediate supervisor determine that the condition is safe and that work continue, the bargaining unit member may not be required to perform that work until the condition is either remedied or investigated and certified safe by the District Safety Officer.

11.3 District shall furnish safety equipment or materials required by applicable safety laws, regulations, and the District.

11.4 CAL-OSHA Inspection

11.4.1 The District shall notify the Association (sent to the CSEA Chapter President) of any CAL-OSHA inspection. Upon request of the Association, an Association appointed bargaining unit member shall be granted release time to accompany a CAL-OSHA representative conducting an on-site inspection.

11.5 Any new unit member to the District or unit member that transfers sites will be trained on safety procedures specific to their site within the unit member's first week.

11.6 Emergency Closures

11.6.1 During closure of a work site or the District Office, because of emergency situations (such as weather conditions, power outages, lack of potable water), unit members assigned to that site may be released from work or may be reassigned to another available work site as determined by Administration. The District may require unit members to report to or remain at work on such days.

ARTICLE 12. EVALUATION AND PERFORMANCE IMPROVEMENT PLAN

12.1 Purpose

12.1.1 The purpose of the evaluation process is to provide a supervisor and a bargaining unit member an opportunity to discuss the member's work performance. Permanent members shall be evaluated at least bi-ennially (once every two years), prior to the end of the member's work year, but not later than June 30th.

12.2 Probationary Employee Evaluation

12.2.1 New employees hired into the District for the first time in a bargaining unit position or a bargaining unit member hired by the District following a complete break in service on or after July 1, 2020, shall be considered probationary for 130 days of paid service (as defined in Article 7.7.1.1). Two formal evaluations are to be completed during the probationary period. An evaluation must be completed at the end of 90 work days and no later than 15 workdays before the end of the probationary period. The performance rating at the second evaluation (no later than 15 work days before the end of the probationary period) must indicate satisfactory job performance in order for: (1) the bargaining unit member to successfully complete bargaining unit member's probationary period and (2) achieve permanent status. An unsatisfactory evaluation of a probationary bargaining unit member shall result in dismissal.

12.2.2 Bargaining unit members hired into a new position, hired into a classification that is a promotional opportunity or hired into a classification that is a voluntary demotion shall be considered probationary for 130 days of paid service (as defined in Article 7.7.1.1). Two formal evaluations are to be completed during the probationary period. An evaluation must be completed at the end of 90 work days and no later than 15 workdays before the end of the probationary period. The performance rating completed at the end of five (5) months of service must indicate satisfactory job performance in order for: (1) the bargaining unit member to successfully complete bargaining unit member's probationary period and (2) achieve permanent status. An unsatisfactory evaluation of a probationary bargaining unit member shall result in return to a similar position in the same job classification in which the bargaining unit member has previously gained permanent status.

12.3 Work Performance Evaluation

12.3.1 When a bargaining unit member has either met or exceeded performance expectations in accordance with their appropriate job description, the supervisor and member shall meet to review the Work Performance Evaluation. If the Work Performance Evaluation is satisfactory for two consecutive years, the member shall be

placed on a bi-ennially Work Performance Evaluation cycle.

12.3.2 Whenever a supervisor determines that a member's work performance is less than satisfactory, the supervisor and member shall meet to review the Work Performance Evaluation and a Performance Improvement plan (PIP) may be implemented. A member receiving a Performance Improvement Plan will return to an annual performance evaluation cycle until the member receives satisfactory performance evaluations for two consecutive years.

12.3.3 The Work Performance Evaluation form shall be signed by the member and the supervisor and shall be placed in the member's personnel file. The signature by the member does not indicate their agreement with the evaluation; it indicates that they have received a copy of the evaluation.

12.4 Performance Improvement Plan

12.4.1 The purpose of the Performance Improvement Plan is to clearly communicate deficiencies in performance, attendance or inappropriate/unprofessional behavior or conduct, and to provide an outline for performance improvement and to identify the specific support being offered by the District.

12.4.2 A Performance Improvement Plan may be used in conjunction with a Work Performance Evaluation as outlined in 12.3.2, or at any time during the year after deficiencies in performance have been identified and communicated by the supervisor to the bargaining unit member.

12.4.3 Upon implementation of a written Performance Improvement Plan, the member has the following options:

12.4.3.1 The member may respond to the Performance Improvement Plan in writing within ten (10) workdays and have the written response attached to the Performance Improvement Plan; or

12.4.3.2 The member may appeal the Performance Improvement Plan in writing within ten (10) workdays to the Assistant Superintendent, Human Resources or designee. Grounds for the appeal shall be based on one or more of the following: (1) the Performance Improvement Plan was not based on fact, (2) the Performance Improvement Plan was based on discriminatory standards, (3) the Performance Improvement Plan was not conducted in conformance with this Article. Within ten (10) working days of receipt of such appeal, the Assistant Superintendent, Human Resources or designee, shall hear the appeal and render a decision whether to rescind, modify, or direct that the Performance Improvement Plan be filed in the unit member's

personnel file with the unit member's written statement attached.

12.4.3.3 The Performance Improvement Plan form shall be signed by the bargaining unit member and the supervisor and shall be placed in the member's personnel file. The signature by the member does not indicate their agreement with the Performance Improvement Plan; it indicates that they have received a copy of the plan.

ARTICLE 13. PUBLIC/PARENTAL COMPLAINT PROCEDURE

13.1 Bargaining unit members and their supervisors will make every effort to resolve public/parental complaints and disagreements informally before resorting to formal complaint procedures.

13.1.1 The Board shall refer any public complaint presented initially to them to the Superintendent, who shall notify the appropriate supervisor.

13.1.2 The Board shall not permit public presentation critical of individual bargaining unit members at a public meeting of the Board of Trustees.

13.2 No record of any informal (oral) unsubstantiated complaint shall be placed in a bargaining unit member's personnel file. If a complaint is substantiated after an investigation, the supervisor will follow disciplinary procedures outlined in Article 26.

13.3 Formal (Written and Signed) Complaints

13.3.1 The District shall forward any formal (written and signed) complaint to the bargaining unit member within five (5) days. No record of any formal (written and signed) unsubstantiated complaint shall be placed in the personnel file of a bargaining unit member. If a complaint is substantiated after an investigation, the supervisor will follow disciplinary procedures in accordance with Article 26.

13.3.2 The bargaining unit member's immediate supervisor shall investigate the complaint. Such investigation shall include a conference at a time to be mutually determined with the complainant, a District representative, the bargaining unit member, and/or their representative. If the complainant refuses to attend the meeting, the complaint may be utilized by the District in any evaluation or disciplinary action against the unit member.

13.3.3 As part of the investigation, the bargaining unit member shall be given the opportunity to provide a written response to the complaint.

13.4 Meetings held to adjudicate public complaints shall be held during regular school hours unless otherwise mutually agreed upon by all parties. There shall be no salary loss to the bargaining unit member.

13.5 No record of any complaint shall be kept if an investigation by the District shows that the complaint has been withdrawn, shown to be false, has no merit, and/or the District concludes that no records are required.

13.6 Anonymous complaints shall not be processed pursuant to the provisions of this section.

ARTICLE 14. LEAVES OF ABSENCE

14.1 Sick Leave

14.1.1 Bargaining unit members are entitled to utilize sick leave for absences resulting from illness or injury as set forth in this Article.

14.1.2 A bargaining unit member employed five (5) days a week accrues sick leave at the rate of one (1) day for each month of paid service. A day of sick leave pay shall be at the same rate as a regular day of work for the employee. Each pay period's accrual of sick leave shall be credited in hours, and each pay period's usage of sick leave shall be deducted in hours.

14.1.3 Upon initial employment with the District, the bargaining unit member is credited with the sick leave that would normally accrue during the first six (6) months of service. The probationary employee may request up to two (2) of these days for personal necessity as defined in 14.2. The balance of the first year's entitlement shall be credited if the bargaining unit member attains permanent status.

14.1.4 Bargaining unit members who have attained permanent status shall be credited with a year's full entitlement of earned sick leave at the beginning of each fiscal year.

14.1.5 Unused sick leave may be accumulated without limit. Sick leave does not normally accrue during periods of absence without pay.

14.1.6 Prior to the payment of sick leave pay, verification of illness or injury may be required from a licensed physician or physician's assistant if a pattern of absences or other unusual circumstances cause the District to believe that there is a question of valid grounds existing for the claimed absence. In the event the absence extends for five (5) or more consecutive days due to illness or injury, verification of illness or injury shall be required from a licensed physician. A medical release to return to work may also be required by the District.

14.1.7 Upon a bargaining unit member's separation from the District, any sick leave taken but not earned at the time of separation shall be deducted from the member's final payroll warrant.

14.2 Personal Necessity Leave

14.2.1 A permanent bargaining unit member may request to use up to ten (10) days of accumulated sick leave in any one (1) fiscal year for personal necessity. This leave shall not accumulate from year to year. The use of sick leave for personal necessity is

authorized for any one or all of the following events but not for each.
14.2.1.1 The death of a member of the employee's immediate family when additional leave is required beyond that provided in Bereavement Leave section;

14.2.1.2 As a result of an accident or illness involving the bargaining unit member's person or property or the person or property of a member of their immediate family;

14.2.1.3 When resulting from an appearance in any court as a litigant, or as a witness under an official order;

14.2.1.4 In the case of an emergency which is beyond the control of the bargaining unit member.

14.2.1.5 Observances of religious holidays or civil obligation which cannot be conducted before or after the workday.

14.2.1.6 Matters pertaining to personal welfare.

14.2.1.7 Compelling personal matters that cannot be conducted after the work day, such as attending to a child's educational needs, appointments with professionals (attorneys, accountants, etc.), and attendance at immediate family weddings.

14.2.2 If more than ten (10) days are taken in any one fiscal year for these purposes, earned vacation time or leave (without pay) shall be used.

14.2.3 Personal necessity shall not include the use of such leave for any of the following:

(a) Attendance at, or participation in functions or activities which are primarily for the bargaining unit member's pleasure, amusement or personal convenience.

(b) The extension of holidays, vacation periods or weekends for personal convenience.

(c) Seeking or engaging in paid employment.

(d) Participating in Association activities and/or activities related to concerted activities or work stoppages.

14.2.4 Advance notification (at least twenty-four (24) hours) to the immediate supervisor must be provided for a bargaining unit member to be eligible to use sick leave for reasons related to personal necessity. Advance notice is not required in

emergency situations, (14.2.1.1, 14.2.1.2, and 14.2.1.4 above), where it is not feasible for the bargaining unit member to provide such notice.

14.2.5 When advance notice is given prior to ten (10) days before the requested leave, the District shall provide an approval/denial response within five (5) working days of the request. In cases where more than one (1) request is received for the same period of time, priority will be given to the first request received. The site administrator may limit the number of employees who may use personal necessity leave on any one day with the exception of the use in emergency situations.

14.2.6 Employees are required to report the reasons for their absence prior to the start of their leave. If they are unable to do so personally through the absence management system, they must submit written notification. The District may request additional documentation (Appendix F) if the recorded absence is missing required information in the absence management system. The reason for the absence shall not be altered without prior verification with the employee.

14.2.7 A bargaining unit member, who has attained permanent status may use four (4) no-tell days per fiscal year, to be deducted from personal necessity leave, without submitting the verification ordinarily required for use of a sick leave day for personal necessity. Twenty-Four (24) hours prior notification must be given to the bargaining unit member's site administrator, except in emergency situations where no advance notice is required. The site administrator ~~must approve this leave and~~ may limit the number of employees who may use this leave on any one day.

14.3 Differential Leave

14.3.1 Unit members who continue to be absent on account of illness or injury (whether or not the absence arises out of, or in the course of, employment), shall be eligible for up to a total of 100 working days of paid sick leave at differential pay provided the employee provides a written statement for their attending physician verifying the illness or injury. Differential pay shall be fifty percent of the unit members per diem salary. Unit members on differential leave shall be entitled to the same level of fringe benefits as if not on leave. The total period of absences for differential leave, including any catastrophic illness or injury leave, shall not exceed 100 working days. The 100 working days shall run concurrently with the unit member's regular sick leave.

This article applies to leave that begin on or after July 1, 2018.

14.3.2 A unit member returning from differential leave shall be restored to a position within the classification to which the bargaining unit member was assigned with all the rights, benefits and burdens of a permanent bargaining unit member. If at all possible,

the bargaining unit member may be assigned to the previous work location.

14.4 Catastrophic Illness or Injury Leave

14.4.1 Catastrophic illness means an illness or injury that is expected to incapacitate the unit member for at least thirty (30) calendar days. Catastrophic Illness or Injury Leave is not an extension of sick leave.

14.4.2 Catastrophic Illness or Injury Leave runs concurrently with Differential Leave and provides that the bargaining unit member shall be paid at their normal rate of pay for each day of the absence.

14.4.3 Bargaining Unit Members who have a valid and approved Worker's Compensation claim are not eligible for Catastrophic Leave.

14.4.4 A permanent bargaining unit member who has exhausted all of their accrued sick leave, including current year sick leave, and continues to be absent on account of catastrophic illness or injury shall be eligible for catastrophic leave as follows:

- after one year of continuous employment - eligible for up to one month of leave
- after two years of continuous employment - eligible for up to two months of leave
- after three years of continuous employment - eligible for up to three months of leave
- after four years of continuous employment - eligible for up to four months of leave
- after five years of continuous employment - eligible for up to five months of leave

14.4.5 The bargaining unit member shall request the catastrophic leave on a District Form accompanied with a physician's statement certifying eligibility. The application shall be reviewed by a committee consisting of two (2) Association representatives and two (2) District representatives. The Director, Operations shall serve as the chairperson and shall facilitate the work of the committee. The Director, Operations shall vote only in the case of a tie vote by the committee. The committee shall establish guidelines for determining the eligibility and approval process for the catastrophic leave. The committee shall provide its recommendation to the Assistant Superintendent, Human Resources or designee who shall take "such" recommendation to the Governing Board whose decision shall be final. The Committee or the District may require an independent medical examination by a licensed physician selected by the District at District expense.

14.4.6 The maximum amount of leave that may be used at any one time is five (5)

months and runs concurrently with Differential Leave. This leave does not accumulate from year to year. A new application and review shall be required for each catastrophic Illness or Injury Leave request.

14.5 Additional Leave for Nonindustrial Accident or Illness

14.5.1 A permanent bargaining unit member who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or other available paid leave and who is absent because of nonindustrial accident or illness may be granted additional leave, paid or unpaid, not to exceed six months. The employee shall be notified, in writing, that available paid leave has been exhausted, and shall be offered an opportunity to request additional leave. The Board may renew the leave of absence, paid or unpaid, for two additional six-month periods or lesser leave periods that it may provide but not to exceed a total of 18 months.

14.6 39-Month Rehire List

14.6.1 If a bargaining unit member is unable to assume the duties of their position upon exhaustion of all available leaves, the bargaining unit member shall then be placed on a reemployment list for thirty-nine (39) months.

14.6.2 When the bargaining unit member is released for full work or reduced hours without accommodations during the thirty-nine (39) months and the bargaining unit member is able to assume the duties of their position, the bargaining unit member shall provide the District, in writing, appropriate verification of their availability to be reemployed.

14.6.3 Upon receipt of appropriate written verification, the bargaining unit member shall be reemployed in the job classification of the bargaining unit member's previous assignment in the first vacancy in any classification for which the bargaining unit member is qualified. Such reemployment will take precedence over all other applicants except for those laid off for lack of work or lack of funds, in which case the bargaining unit member shall be ranked according to seniority. Upon resumption of the bargaining unit member's duties the break in service will be disregarded and the bargaining unit member will be fully restored to permanent status.

14.7 Family and Medical Leave

14.7.1 The District will abide by all provisions of the federal and state Family and Medical Leave Laws. A bargaining unit member shall be entitled to up to twelve (12) weeks of such Family Medical Leave per 12-month period measured forward from the date an employee's first family leave begins. Upon approval, this leave shall be available for use by the bargaining unit member for the reasons allowed by the law and

shall run concurrently with other eligible leave available under federal and/or state leave laws.

14.7.1.1 Employees are permitted to care for the family members designated in federal and state law, including up to one "designated person" per 12-month period (rolling forward). CFRA defines "designated person" as "any individual related by blood or whose association with the employee is the equivalent of a family relationship". California paid sick leave statutes define "designated person" as "a person identified by the employee at the time the employee requests paid sick days".

14.7.1.2 During such 12 week period, health and welfare benefits shall continue to be provided to the bargaining unit member in the same manner as if they were performing their regularly assigned duty.

14.7.1.3 All legal eligibility requirements for entitlement to such leave shall apply, with the following two expansions of the federal law minimums.

14.7.1.3.1 A bargaining unit member who has been employed for at least twelve (12) months AND who has been in a paid status for at least nine hundred (900) hours during the previous twelve (12) months immediately preceding the commencement of leave is eligible for such leave.

14.7.1.3.2 The leave shall be available for a unit member to care for a seriously ill member of their immediate family who is not a parent, child or spouse of the unit member but who is living in the household of the bargaining unit member and who is a legal dependent (for federal income tax purposes) of the bargaining unit member.

14.8 New Child Leave

14.8.1 A bargaining unit member will be entitled to up to three (3) days of leave with pay upon the birth, adoption, or foster placement of a child or pregnancy-related medical condition. The unit member must provide the District a written statement by the unit member's attending medical professional, or foster/adoption documentation. Such leave shall run concurrently with any leave available under federal and/or state leave laws. However, in cases of disability arising out of pregnancy or childbirth, other leaves of absence shall also be available, as provided by statute and/or contract.

14.8.2 Upon request, an additional leave of absence may be granted by the Governing Board upon the birth or adoption of a child. Such leave shall be without pay and without benefits and shall run concurrently with any leave available under federal and/or state Family and Medical Leave Laws.

14.9 Paid Parental Leave

14.9.1 The district shall abide by provisions in the law regarding paid parental leave (Education Code 45196.1). The law allows eligible bargaining unit members to use up to 12 work weeks of sick leave after the birth of a child or placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

14.9.2 Unit members accessing parental leave under this section shall first utilize paid leave provided by 14.7.2.1 and may then use sick leave for the remainder of their leave period.

14.9.3 The District will abide by provisions in the law regarding coordination of this leave with other allowable leaves.

14.10 Family Care Leave

14.10.1 With advance notification to their immediate supervisor (at least twenty-four (24) hours), permanent bargaining unit members may request up to five (5) days of leave with pay in any fiscal year to care for a member's spouse, registered domestic partner, parent, child (as defined under FMLA), or a member of their immediate family who is living in the member's household and who is a legal dependent (for federal income tax purposes) of the bargaining unit member. Advance notice is not required in emergency situations where it is not feasible for the bargaining unit member to provide such notice. Such leave is not cumulative and shall run concurrently with any leave available under federal and/or state Family and Medical Leave laws.

14.10.2 To receive such leave with pay, the bargaining unit member may be required to provide verification of the illness of the family member.

14.11 Bereavement Leave

14.11.1 A bargaining unit member shall be granted a leave with full pay not to exceed a maximum of five (5) work days in the event of the death of a member of the immediate family of the bargaining unit member. Such leave is available for use within nine (9) months after the date of the event.

14.11.2 In addition, a bargaining unit member may request bereavement leave with pay for up to five (5) work days upon the death of a member of the family of a bargaining unit member who is not included in the unit member's "immediate family." Such request will be considered by the Governing Board, which has the discretion to grant or deny the requested leave.

14.11.3 Upon request of the bargaining unit member, two (2) additional days of leave with pay may be granted for travel time where the Assistant Superintendent, Human Resources or designee deems that such additional leave is appropriate in the circumstances. Bargaining unit members may also use personal necessity leave in accordance with 14.2.1.1 if additional days are needed.

14.11.4 The bargaining unit member shall notify the immediate supervisor as soon as possible of the expected duration of the absence by phone or email.

14.11.5 This leave can be applied for retroactively, as long as the request for such leave is provided within ten working days of the last day of the leave.

14.12 Industrial Accident and Illness Leave

14.12.1 A bargaining unit member who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness under provisions of the Workers Compensation Insurance Law, shall be granted paid industrial accident and illness leave for such accident or illness, as set forth below.

14.12.1.1 Such leave will begin on the first day of absence and shall continue for up to sixty (60) working days in any one (1) fiscal year for the same accident.

14.12.1.2 Such leave shall not accumulate from year to year.

14.12.1.3 Payment for wages lost on any day shall not, when added to an award paid as a result of workers' compensation benefits, exceed the normal wage of the employee for the day.

14.12.1.4 Such leave will be reduced by one day for each day of authorized absence, regardless of whether a compensation award is made under workers' compensation.

14.12.1.5 Such leave shall be limited to sixty (60) days for a single industrial injury or illness, even where the leave period overlaps from the end of one fiscal year into the beginning of a new fiscal year.

14.12.2 When entitlement to industrial accident or illness leave has been exhausted, entitlement to other available sick leave may then be used.

14.12.2.1 Any time a bargaining unit member is receiving workers' compensation benefits, the bargaining unit member shall be entitled to use only so much of the bargaining unit member's accumulated or available sick leave, vacation or other available leave, which, when added to the workers' compensation award, will provide for

up to a full day's wage. This shall be accomplished by the unit member endorsing to the District the benefit checks received through workers' compensation. The District, in turn, will issue the appropriate pay checks, less ordinary deductions.

14.12.3 During such leave the bargaining unit member may return to the bargaining unit member's position without suffering any loss of status or benefits. The District may require a physician's authorization to return to work prior to reinstatement.

14.12.4 Periods of paid or unpaid leave of absence due to industrial illness or injury shall not be considered a break in service of the bargaining unit member.

14.12.5 When all available leaves of absence, paid or unpaid, have been exhausted and the bargaining unit member is not medically able to assume the duties of the bargaining unit member's position refer to section 14.6.

14.12.6 A bargaining unit member who has been placed on a reemployment list as provided in this section, and who has been medically released to return to duty and who fails to accept an appropriate, offered assignment, shall be dismissed from employment and removed from the reemployment list.

14.12.7 Any bargaining unit member receiving benefits under this section shall remain within the State of California during the time while such benefits are being received, unless the Governing Board authorizes in advance out of state travel.

14.13 Educational and Organizational Leaves

14.13.1 At the request of a bargaining unit member, the member may, with the approval of the Governing Board, be granted a leave of absence, not to exceed one (1) year, for the following purposes:

14.13.1.1 To attend regularly or specially scheduled classes, workshops, field trips, etc. offered or sponsored by industrial concerns or accredited colleges or universities, or

14.13.1.2 To attend meetings, conventions or conferences of associations, or

14.13.1.3 To visit other school districts to observe work practices there and improve job-related skills.

14.13.2 The District shall have discretion to determine the number of days and the amount of compensation, if any, allowable for such request.

14.14 Military Leave

14.14.1 Upon request and with approval by the Human Resources Office, a bargaining unit member may be granted a military leave with pay.

14.14.2 In order to qualify for any leave under this section, a bargaining unit member must notify the Assistant Superintendent, Human Resources or designee of the need for leave as soon as the bargaining unit member becomes aware of the need for such leave.

14.14.3 If the leave is for a period of six (6) months or less, the bargaining unit member shall receive their regular pay, up to one month's pay, per fiscal year and shall continue to accrue vacation, sick leave, and credit towards step increments.

14.14.4 If the requested military leave is to exceed six (6) months, the bargaining unit member must have a minimum of one (1) year service with the District in order to qualify for such leave. For leaves in excess of six (6) months, the bargaining unit member shall receive one (1) month's salary, per fiscal year, but shall not receive any sick leave or vacation for the period of the bargaining unit member's military service, but shall earn credit toward salary increments and toward increased vacation accrual rates.

14.14.5 The bargaining unit member on military leave shall be required to report for work in the District within six (6) months after such leave has expired in order to claim any reemployment rights.

14.15 Personal Leave

14.15.1 Any permanent bargaining unit member may request in writing an unpaid leave of absence for personal reasons for a period of no less than 4 months and up to twelve (12) months. In order to be granted such leave, the request must be submitted by the bargaining unit member to the member's immediate supervisor or department head at least two (2) weeks in advance, except in cases of emergency. If the immediate supervisor or department head approves the request, the Assistant Superintendent, Human Resources or designee will review and submit the request to the Governing Board for final decision.

14.15.2 Such leave will be without pay and without benefits. However, during such leave, the bargaining unit member shall have the right to continue coverage for group health insurance if the bargaining unit member pays in advance the full premiums due for such insurance.

14.15.3 No time in service shall accrue during such leave.

14.16 Jury Duty Leave

14.16.1 A bargaining unit member who has been officially summoned to jury duty and who is actually required to report to jury duty, shall be granted one day's paid leave for each day of such duty upon receipt of valid verification from the court where service was rendered.

14.16.2 During such service, the bargaining unit member must return to the District the amount of jury fees, if any, paid to the bargaining unit member by the court. The bargaining unit member need not return to the District any transportation or parking expenses reimbursed by the court. Where the jury summons is for a court outside of the Woodland City Limits and the bargaining unit member is required to remain on jury duty past the lunch period, the bargaining unit member shall be allowed to deduct their reasonable lunch expenses from the jury fees returned to the District upon presenting valid meal receipt(s).

14.17 Reproductive Loss Leave

14.17.1 Upon a reproductive loss event, an employee who will be granted a total of five (5) days of unpaid reproductive loss leave. If an employee experiences multiple reproductive loss events within a 12-month period, they may take no more than 20 days total of reproductive loss leave within the 12-month period.

14.17.2 Reproductive loss leave need not be taken on consecutive days. It must be completed within three (3) months of the event entitling the eligible unit member to such leave, except that if, prior to or immediately following the reproductive loss event, the unit member is on or chooses to go on Pregnancy Disability Leave, California Family Rights Act Leave, or any other leave pursuant to state or federal law, the unit member must complete their reproductive loss leave within three (3) months of th end date of the other leave.

14.17.3 A "Reproductive loss event" means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth or an unsuccessful assisted reproduction, as those terms are defined below:

14.17.3.1 "Failed adoption" means the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to a unit member who would have been a parent of the adoptee if the adoption had been completed.

14.17.3.2 "Failed surrogacy" means the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. This event applies to a unit member who would have been a parent of a child born as a result of the surrogacy.

14.17.3.3 "Miscarriage" means a miscarriage by a unit member, by the unit member's current spouse or domestic partner, or by another individual if the unit member would have been a parent of a child born as a result of the pregnancy.

14.17.3.4 "Stillbirth" means a stillbirth resulting from a unit member's pregnancy, the pregnancy of a unit member's current spouse or domestic partner, or another individual, if the unit member would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.

14.17.3.5 "Unsuccessful assisted reproduction" means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. This event applies to a unit member, the unit member's current spouse or domestic partner, or another individual, if the unit member would have been a parent of a child born as a result of the pregnancy.

14.17.3.6 "Assisted reproduction" means a method of achieving a pregnancy through an artificial insemination or an embryo transfer and includes gamete and embryo donation and does not include any pregnancy achieved through natural means.

14.17.3.7 The definitions of Reproductive Loss Leave should be construed consistent with Government Code section 14945.6

14.17.3.8 Unit member should provide notice of their need for reproductive loss leave as soon as practicable to Human Resources. The District shall maintain the confidentiality of any unit member requesting leave, and any information provided to the District by a requesting unit member shall not be disclosed except to Human Resources or management, as necessary, or as required by law. The District prohibits retaliation in any form against a unit member who exercises their right to reproductive loss leave or as otherwise provided by applicable law.

14.17.4 Unit members may use any available, applicable paid leave concurrently with reproductive loss leave, including Personal Necessity and Vacation.

ARTICLE 15. ORGANIZATIONAL SECURITY

15.1 Membership

15.1.2 CSEA has the sole and exclusive right to have regular membership dues deducted by the District for classified employees. CSEA certifies that it has and will maintain individual employee authorizations regarding union membership. CSEA shall provide written notification to the District within a reasonable time, normally within ten (10) days, of any unit member who is a member of CSEA, or who has applied for membership, and who has authorized deduction of CSEA membership dues.

15.1.3 In accordance with the CSEA Dues Schedule, the District shall deduct membership dues from the wages of CSEA members, as voluntarily authorized in writing by the employee on the CSEA form. Pursuant to written notification by CSEA, the District shall deduct the membership dues from the regular salary warrant of the unit member. Deductions for unit members who join CSEA after the commencement of the school year shall be appropriately prorated to complete dues payments by the end of the school year.

15.1.4 The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain their approval on behalf of the the union before processing any revocation request.

15.1.5 CSEA agrees to furnish any information needed by Business Services to fulfill the provisions of this Article. The District shall not be obligated to implement any new, revised, changed, or discontinued payroll deduction until the first of the month following no less than thirty (30) calendar days after CSEA submits their form to the District payroll office initiating such revised deduction.

15.1.6 No employee shall be obligated to pay membership dues to CSEA until the first of the month following at least thirty (30) calendar days from the employee's hire date.

15.2 New Hire Notification

15.2.1 The District shall provide CSEA notice of any newly hired employee, within thirty (30) days of date of hire via an electronic mail. Notification shall include the following information: full legal name, date of hire, classification and site.

15.3 Employee Information

15.3.1 "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part-time, hired by the District, and who is still employed as of the

date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's status changed such that the employee was placed in the CSEA unit.

15.3.2 The District shall provide CSEA with contact information on the new hires, unless the unit member has requested this information be withheld to preserve personal privacy. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service, on the last working day of the month in which they were hired. This contact information shall include the following items, with each field in its own column:

15.3.2.1 First Name;

15.3.2.2 Middle initial;

15.3.2.3 Last name;

15.3.2.4 Suffix (e.g. Jr., III);

15.3.2.5 Job Title;

15.3.2.6 Department;

15.3.2.7 Primary worksite name;

15.3.2.8 Work telephone number;

15.3.2.9 Home Street address (incl. apartment #);

15.3.2.10 City;

15.3.2.11 State;

15.3.2.12 ZIP Code (5 or 9 digits);

15.3.2.13 Home telephone number (10 digits);

15.3.2.14 Personal cellular telephone number (10 digits);

15.3.2.15 Personal email address of the employee; and

15.3.2.16 Employee identification number.

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

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

15.4 Periodic Update of Contact Information

The District shall provide CSEA with a list of all bargaining unit members names and contact information on the last working day of September, January, and May, unless the unit member has requested this information be withheld to preserve personal privacy. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service. This contact information shall also include the following information, with each field listed in its own column:

15.4.1 First Name;

15.4.2 Middle initial;

15.4.3 Last name;

15.4.4 Suffix (e.g. Jr., III);

15.4.5 Job Title;

15.4.6 Department;

15.4.7 Primary worksite name;

15.4.8 Work telephone number;

15.4.9 Home Street address (incl. apartment #);

15.4.10 City;

15.4.11 State;

15.4.12 ZIP Code (5 or 9 digits);

15.4.13 Home telephone number (10 digits);

15.4.14 Personal cellular telephone number (10 digits);

15.4.15 Personal email address of the employee; and
15.4.16 Employee identification number.

15.5 New Employee Orientation

15.5.1 "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

15.5.2 The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.

15.5.3 In the event the District conducts a group orientation, CSEA shall have one (1) hour of paid release time for one (1) CSEA representative, including the Chapter President or designee, to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.

15.5.4 In the event the District conducts one-on-one orientations with new employees, CSEA shall have thirty (30) minutes of paid release time for one (1) CSEA representative to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.

15.5.5 The District shall include the CSEA membership application and a CSEA provided link for an electronic application, in any employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide the copies of the CSEA membership applications and the link for the electronic application to the District for distribution.

15.5.6 The orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time.

15.5.7 During CSEA's orientation session, no District manager or supervisor or non-unit employee shall be present.

15.5.8 Employee(s) may elect not to attend the CSEA portion of the new employee orientation. Employee(s) who choose not to attend the CSEA portion of the new employee orientation shall not be subject to discipline by the District.

15.6 Indemnification and Hold Harmless

15.6.1 CSEA shall indemnify, defend, and hold harmless the District, its Superintendent, Board of Trustees, and employees, agents, and representatives of the District, against any and all claims, demands, suits or other forms of liability; including, but not limited to, wages, damages, judgments, fees, fines, court costs, attorney fees and any back pay, penalties or awards resulting from any court, arbitrator or PERB orders, judgments or settlement which may arise by reason of, or resulting from the operation of this article. CSEA shall bear all costs of defending against any and all such claims, demands, suits or other forms of liability; including, but not limited to, court costs, attorney fees and all other costs of litigation. CSEA shall have the exclusive right to decide and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed. CSEA's decision thereon shall be final and binding upon all parties protected by this section. However, this section shall not be construed as a waiver on the part of the District, its Superintendent, Board of Trustees, or any individual protected by this section of any claim against CSEA for failing to act in good faith in settling a claim or any failure to competently defend and hold them harmless. Within ten (10) days of proper service of a claim, demand, suit, or other legal action against any protected party, the District shall inform CSEA and provide CSEA with copies of any documents received as a result of the legal action. Upon request, the District shall provide CSEA's legal counsel with documents and information reasonably related to providing a defense.

ARTICLE 16. HOLIDAYS

16.1 Authorized Holidays

16.1.1 Bargaining unit members are entitled to time off with pay for authorized holidays, provided they were in paid status during any portion of the workday of their normal assignment immediately preceding or succeeding the holiday. If the holiday falls on Saturday, the preceding Friday shall be deemed to be the holiday. If the holiday falls on Sunday, the following Monday shall be deemed to be the holiday. All holidays shall be observed on the dates designated on the Board adopted calendar. The authorized holidays shall include:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Memorial Day
Juneteenth Holiday
Independence Day
Labor Day
Admission Day (floating day)
Veteran's Day
Thanksgiving Day
Friday following Thanksgiving Day
Workday preceding Christmas Holiday
Christmas Day
Workday preceding New Year's Holiday

16.2 When a bargaining unit member is required to work on any of said holidays, they shall be paid compensation, or given compensating time off, for such work, in addition to the regular pay received for this holiday, at the rate of time and one-half (½), except for the following holidays which they shall be paid at two (2) times their regular rate of pay: Workday preceding New Year's Holiday, New Year's Day, Memorial Day, Thanksgiving Day, Workday preceding Christmas Holiday, and Christmas Day. Any bargaining unit member required to work a work week other than Monday through Friday, who as a result loses a holiday, shall receive a substitute holiday.

16.3 The Governor, in appointing any other day for a public fast, Thanksgiving, or holiday, may provide whether the public schools shall close on that day. If the Governor does not provide whether the public school shall close, they shall continue in session on all special or limited holidays appointed by the Governor for a public fast, Thanksgiving, or holiday.

16.4 The public schools shall close on every day appointed by the President as a public fast, Thanksgiving, or holiday, unless it is a special or limited holiday.

16.5 The Association Chapter president or designee shall be included in all steps of the calendar development process leading to recommendation for Board adoption.

ARTICLE 17. WORK WEEK AND WORK HOURS

17.1 The standard work week is forty hours. Normally, the established work week assignment will be Monday through Friday; however, specific departments or schools may establish a consecutive five day work week other than Monday through Friday.

17.2 The work week shall consist of not more than five consecutive working days for any bargaining unit member having an average work day of four hours or more during the work week. Such a bargaining unit member shall be compensated for any work required to be performed on the sixth or seventh day following the commencement of the work week at a rate equal to time and one-half. For payroll purposes, the standard work week shall be from 12:01 a.m. Monday to 12:00 midnight Sunday.

17.2.1 Overtime hours will be distributed on an annual basis as equally as is practical among District unit members within their job classification within each site or appropriate department (initial offers of overtime at the beginning of each school year will be based upon seniority and thereafter distributed as needed to implement this section). [Goes into effect July 1, 2014]

17.3 The number of paid days for twelve-month bargaining unit members will be 260 days, including paid holidays. Non-work days will be scheduled in the work calendar each year, if necessary. The District and the Association will mutually determine these non-work, non-paid days so as to maintain services to students on instructional days.

17.4 Bargaining unit members may work either full-time [eight (8) hours a day, five (5) days a week] or part-time [less than eight (8) hours a day and/or fewer than five (5) days a week]. Where a regular assignment is established for less than a twelve (12) month period (the assignment at different work sites may vary), a definite number of working days shall be established for each position.

17.5 Bargaining unit members assigned an eight (8) hour shift with the majority of the hours after 5:00 p.m. shall receive two and one-half percent (2.5%) differential pay stipend for their eight (8) hour shift. The differential pay stipend will not be affected by temporary, negotiated, changes in the daily work schedule.

17.6 Bargaining unit members shall be entitled to take rest periods which shall be counted as hours worked for which there shall be no reduction from wages. Bargaining unit members are entitled to one (1) uninterrupted rest period of fifteen (15) minutes approximately in the middle of each four (4) consecutive hours worked. Rest periods are not authorized for less than four (4) consecutive hours of work, unless approved by the site administrator. Each bargaining unit member working five (5) or more consecutive hours is entitled to an uninterrupted duty free meal break approximately at

the midpoint of the work day of not less than 30 minutes.
17.7 Should the District decide to hold a class or provide service(s) on a Saturday or Sunday or both, a bargaining unit member shall not, without the unit member's consent, be required to change their work week to include Saturday or Sunday or both. When it is determined that these services will be on-going and classified bargaining unit members are affected, the District will notify the CSEA president in writing.

17.8 A bargaining unit member who works a minimum of fifteen (15) minutes per day in excess of their part-time assignment for a period of twenty (20) consecutive working days or more, shall have their basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis.

17.9 The District may establish a ten (10) hour per day, forty (40) hours, four (4) consecutive day work week for all, or certain classes of its bargaining unit members or for bargaining unit members within a class when, by reason of the work locations and duties actually performed by such bargaining unit members their services are not required for a work week of five (5) consecutive days, provided the establishment of such a work week has the concurrence of the Association.

17.10 All bargaining unit members shall work and be paid for all hours of their normal work day including minimum days, inservice days for certificated employees, or shortened days for students.

17.11 Bargaining unit members shall be required to report for work assignments on days when certificated employees are required to work during the students' academic year, unless excused from work by their supervisor.

17.12 The District will provide an annual training at the beginning of each school year to address issues, such as: dealing with compliance, IEP's, legal updates, confidentiality, job-related computer skills, future trainings needed/required and other topics as needed. This training will be provided in lieu of working on a grading day for teachers during the academic year.

17.13 Desk Audit

17.13.1 In the event a unit member is concerned with the amount of work required, the unit member shall first review a written daily and weekly work schedule with their immediate supervisor and shall work with the supervisor to resolve any issues.

17.13.2 If the amount of work remains a concern, the unit member shall complete a digital survey/questionnaire provided by Human Resource Services for this purpose and submit the completed survey/questionnaire to their supervisor and Human

Resource Services.

17.13.3 The Human Resource Services Director and the CSEA President shall review the unit member's survey/questionnaire and shall mutually determine if a desk audit is warranted. If a desk audit is conducted the District shall make any necessary adjustments to address the work load issues, based on the findings.

ARTICLE 18. TRAVEL REIMBURSEMENT

18.1 Bargaining Unit Members shall be reimbursed for each mile traveled, at the rate established by the Governing Board, for costs involved in the use of private automobiles, provided such use is required in the performance of regularly assigned job duties.

18.1.1 The District includes a statement authorizing mileage reimbursement on the job vacancy announcement, or

18.1.2 The District specifically authorizes reimbursement for a bargaining unit member whose assignment requires travel from one District job site to another at the time of the adoption of the Agreement, or

18.1.3 The bargaining unit member is involuntarily transferred to a position that requires travel from one District job site to another.

18.2 Out of District Travel

18.2.1 Bargaining unit members on authorized District business shall be reimbursed for actual and necessary expenses for meals, lodging and travel while outside the District.

ARTICLE 19. SALARY PROVISIONS

19.1 Salary Schedule

19.1.1 Bargaining unit members shall be compensated in accordance with the Classified Salary Schedule included in Appendix A of this Agreement. Bargaining unit members working less than full-time shall receive a prorated amount of the monthly salary of a full-time position.

19.1.2 The Compensation Committee will meet in accordance with Appendix C.

19.2 Substitute Assignments

19.2.1 Bargaining unit members choosing to substitute outside their classification, on a day-to-day basis, will be placed on the first step of the salary range for the class to which they are assigned.

19.3 Annual Step Advancements

19.3.1 Permanent Bargaining Unit Members shall receive an annual step increment on July 1st of each year. Probationary employees hired on or before March 14th of each year shall receive an annual step increment in July.

19.3.2 If a bargaining unit member is assigned additional scheduled work hours in any classification in which the bargaining unit member is already working, such an assignment shall not alter the bargaining unit member's step placement for that classification.

19.4 Overtime

19.4.1 Overtime is defined to include any authorized time worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week; however, where a ten (10) hour day, four (4) day work week is established with appropriate approval of the District and a majority of the regular bargaining unit members in the affected area and classification, such overtime provisions apply only for time worked in excess of the established work day and forty (40) hours per work week.

19.5 Premium Time

19.5.1 Any employee having an average work day of four (4) hours or more during the work week shall be compensated for any work required to be performed on the sixth or seventh day in accordance with Education Code 45131.

19.5.2 Any employee having an average work day of less than four (4) hours during the work week shall be compensated for any work required to be performed on the seventh day in accordance with Education Code 45131.

19.6 Compensatory Time

19.6.1 When a bargaining unit member is authorized in advance by the bargaining unit member's supervisor to work beyond their duty day, compensation will be at the rate of time and one-half for overtime. Any employee working less than an eight (8) hour day or 40-hour work week, receives compensation at their regular hourly rate.

19.6.2 When compensatory time off is authorized in lieu of cash compensation, such compensatory time off shall be granted within the fiscal year earned and without impairing the services rendered by the District. Request to use compensatory time must be by mutual agreement between the supervisor and employee. Compensatory time that is not used by the end of the fiscal year will be paid. Extension of this deadline must be approved by the Assistant Superintendent, Human Resources or designee.

19.7 Minimum Call In Time

19.7.1 Unit members called in to work on a day when the bargaining unit member is not scheduled to work shall be paid for a minimum of two (2) hours at the appropriate rate.

19.8 Minimum Call Back Time

19.8.1 Unit members called back after the completion of their regular assignment shall receive a minimum of two (2) hours work or pay at the appropriate rate.

19.9 Longevity Pay

19.9.1 Effective July 1, 2022, employees will be paid a longevity percentage applied to their base pay at the time of their annual step advancement in accordance with Article 19.3, at the completion of the following years of service. Longevity increases will be added and calculated in accordance with 19.9.2 below.

19.9.1.1 After completion of ten (10) years of continuous service, bargaining unit members will have two percent (2%) longevity applied to their base pay.

19.9.1.2 After completion of fifteen (15) years of continuous service, bargaining unit members will have two percent (2%) longevity applied to their base pay plus the prior longevity increase.

19.9.1.3 After completion of twenty (20) years of continuous service, bargaining unit members will have three percent (3%) longevity applied to their base pay plus the prior longevity increase.

19.9.1.4 After completion of twenty-five (25) years of continuous service, bargaining unit members will have four percent (4%) longevity applied to their base pay plus the prior longevity increase.

19.9.2 Calculations for longevity increases will be as described in the following example.

Example: Unit member's base pay on July 1 is Range 15, Step 5 ($20 per hour) and unit member has completed 15 years of service. Longevity will be calculated as follows:

Calculation for unit member's pay after completion of 10 years of continuous service:

Unit Member Base Pay (Range 15, step 5)	**$20 per hour**
PLUS – 2% for completion of 10 years	**.40**
New Unit Member Base Pay PLUS 10 years longevity pay	**$20.40 per hour**

Calculation for unit member's pay after completion of 15 years of continuous service:

Unit Member Base Pay (Range 15, step 5)	**$20 per hour**
PLUS – 2% for completion of 10 years	**.40**
New Unit Member Base Pay PLUS 10 years longevity pay	**$20.40 per hour**
PLUS – 2% for completion of 15 years	**.41**
New Unit Member Base Pay PLUS 15 years longevity pay	**$20.81 per hour**

19.10 Pay Rate For New Classification

19.10.1 Upon being selected for a lower classification, a bargaining unit member shall receive the pay which is within the new and lower range and is closest to but lower than the bargaining unit member's former rate of pay.

19.10.2 Upon being selected for promotion to a higher class, the bargaining unit member shall receive the pay which is within the new and higher range and is closest to a 5% increase over the bargaining unit member's previous salary.

19.11 Bilingual/Biliterate Stipends

19.11.1 For positions requiring bilingual skills eligible employees shall receive a bilingual stipend which shall be 2.5% of the employee's base pay for employees. Employees must pass a District examination in order to be eligible to receive the bilingual stipend.

19.11.2 For positions requiring bilingual/biliterate skills eligible employees shall receive a bilingual/biliterate stipend which shall be 5% of the employee's base pay. All employees must pass a District examination in order to be eligible to receive the bilingual/biliterate stipend.

19.11.3 Employees who have been certified as eligible for the bilingual or bilingual/biliterate stipend not serving in a position designated by the District as bilingual or bilingual/biliterate, shall receive the bilingual or bilingual/biliterate stipend on an hourly basis when directed by an administrator to perform specific tasks.

19.11.4 There shall be no compensation for occasional use of bilingual/biliterate skills.

19.12 Underpayment

19.12.1 When a bargaining unit member brings to the attention of the District that an error has been made in the calculation or reporting of that member's payroll or in the payment of that member's salary, the District shall, upon confirmation of the error or miscalculation, within five (5) working days following such determination, provide the member with a statement of the correction and a supplemental payment.

19.13 Overpayment

19.13.1 If it is alleged by the District that a bargaining unit member has been overpaid, the District shall notify the bargaining unit member in writing indicating the amount due, the reasons for the request for reimbursement, and a suggested method of repayment in accordance with wage garnishment laws. A copy of such notification shall be concurrently sent to the Association and Human Resources. If the member agrees that they owe such money to the District, the member shall sign the repayment agreement and forward it to the Director, Fiscal Services.

19.14 Hourly Pay

19.14.1 The current monthly pay system for 12 month bargaining unit members is as follows: Hourly rate of pay x hours per day x number of days per year not to exceed 260

days divided by 12 months.

19.15 First Aid/CPR

19.15.1 The District shall provide the necessary training to bargaining unit members required to maintain this certification as a condition of continued employment. Bargaining unit members who attend trainings not provided by the District may do so at their own expense. The District will reimburse bargaining unit members for the actual cost of the American Red Cross First Aid Certificate and/or Cardiopulmonary Resuscitation Certificate, as required by their job description.

19.16 Standby Provisions

19.16.1 The District may offer standby time and determine the duration of standby time to meet the operational and emergency needs of the District. Standby time will be compensated at $250 per week or $35.71 per day.

ARTICLE 20. HEALTH AND WELFARE BENEFITS

20.1 Group health, dental, vision, disability (income protection) and life insurance will be provided for bargaining unit members as set forth in this Article. These plans shall be selected jointly by the Association and the District. The parties recognize that all employee groups and the District benefit by having cost effective fringe benefit programs. The Association shall be represented in an on-going program to contain the cost of employee benefits.

20.2 District Contribution

20.2.1 Effective July 1, 2025, the District will contribute up to $10,960 annually each school year, for full time unit members, prorated appropriately by 12-months or 11-months (based on employee's work year) and hours assigned, to be used towards Employee-only medical benefit selection. Amounts of the District's contribution that may remain after medical benefit selection shall be used towards, dental, vision, and life insurance premiums.

20.2.2 Effective July 1, 2025, the District will contribute up to $13,000 annually each school year, for full time unit members, prorated appropriately by 12-months or 11-months (based on employee's work year) and hours assigned, to be used towards Employee+1 or Family medical benefit selection. Remaining amounts of contribution after medical benefit selection shall be used towards, dental, vision and life insurance premiums.

20.2.2.1 The District will contribute the amounts outlined in 20.2.1 to each unit member, prorated based on the unit member's assigned work year and hours, in the following situations:

20.2.2.1.1 Unit members who are spouses and who elect to participate in the benefits.

20.2.2.1.2 Unit members where one participates in the benefits and enrolls their dependent child under the age of 26 and the dependent child is also a unit member.

20.2.3 Unit members assigned less than seven (7) hours shall be prorated on the following basis:

Hours Assigned	District Contribution
5-6.99	90%

0-4.99 0

Unit members currently working less than 5 hours as of October 15, 2005, will continue benefits at their current level. Opportunities will be available for unit members to increase work hours in their schedule to reach a minimum of 5 hours. No increase in benefits will occur until unit members reach the 5 hour minimum.

New unit members will be hired into combination positions for a minimum of 5 hours, whenever possible.

20.3 Duplicate Coverage

20.3.1 All eligible bargaining unit members and their eligible family members shall be covered by no more than one District provided group health insurance plan. In those cases where a bargaining unit member can be claimed as a dependent by another bargaining unit member, this shall be done to prevent double coverage, provided that equal coverage is given both bargaining unit members. New bargaining unit members shall be entitled to enroll in disability, life, health, dental and vision plans.

20.4 Severance of Employment

20.4.1 Upon severance of employment, bargaining unit members may be entitled to continue to participate in the group health, dental or vision plans offered by the District as allowed by the provisions of COBRA.

20.5 Health Insurance

20.5.1 The District agrees to offer group health coverage for eligible bargaining unit members. The unit member shall have their choice of one group health plan that may include family, to be chosen from those offered by the District. The District shall offer at least two options agreed upon by the Association.

20.5.2 The Health Benefits Committee shall make recommendations to the respective negotiating teams. All changes in health benefits shall be made through the negotiations process.

20.6 Dental Services

20.6.1 The District agrees to offer group dental insurance to eligible bargaining unit members and their dependents.

20.7 Life Insurance

20.7.1 The District agrees to offer group life insurance to each eligible bargaining unit member and their dependents. The District contribution for health and welfare benefits may be used for life insurance premiums for the bargaining unit member only.

20.8 Vision Services

20.8.1 The District agrees to offer group vision care for eligible bargaining unit members and their dependents.

20.9 Disability (Income Protection)

20.9.1 The District agrees to offer a disability (Income Protection) plan to all eligible bargaining unit members. The District will provide automatic payroll deduction for unit members who elect to participate in a District approved disability (Income Protection) plan.

20.10 Tax-Sheltered Annuities

20.10.1 The District shall provide automatic payroll deduction to bargaining unit members who elect to participate in a tax sheltered annuity plan through an approved provider.

20.11 Retirement Benefits

20.11.1 Upon retirement from the District, the retiree shall be entitled to continue coverage under health, dental and vision care at their own cost, at group rates, provided the monthly premium is paid in advance to the District, and included in the contract with the carrier.

20.11.2 A unit member between the ages of fifty-five (55) and up to but not including sixty-five (65) years, who has served as a District employee for at least fifteen (15) years and who retires prior to age sixty-five (65) qualifies for Early Retirement Benefits. Early Retirees shall continue to receive District contributions toward the purchase of District health, dental and/or vision insurance at the same dollar value as was in place on their last day of service. Such contributions will continue up to the end of the month in which the bargaining unit member reaches age sixty-five (65).

20.12 Change of Insurance Carriers

20.12.1 The District may change insurance carriers provided that the present level of benefits available to classified bargaining unit members in the areas of Group Health,

Dental, Vision and Life Insurance continue to be provided and provided that such change is accomplished in order to provide potential for reducing costs of financing these benefits.

20.13 Section 125 Plan Participation

20.13.1 The District shall provide automatic payroll deduction to bargaining unit members who elect to participate in the District's Section 125 benefit plan on a pre-tax basis.

ARTICLE 21. HEALTH EXAMINATION

21.1 The District may require a bargaining unit member to submit to a physical examination subsequent to the initial examination for continuance of employment. Such examination will be administered by a qualified physician who may be designated by the District. The District will provide the bargaining unit member with reasonable reimbursement for the required examination.

21.2 All bargaining unit members, upon initial employment, are required to present evidence of freedom from active pulmonary tuberculosis. This is to be shown by chest x-ray or approved intradermal tuberculin test within sixty (60) days of date of employment. All bargaining unit members are required to submit similar evidence every four (4) years thereafter.

ARTICLE 22. VACATIONS

22.1 Entitlement to Vacation Leave

22.1.1 Bargaining unit members assigned to full-time positions earn vacation at the rate of one working day for each month of paid service. Bargaining unit members assigned to regular part-time positions earn vacation leave at the same rate as bargaining unit member's work assignment. A bargaining unit member in a paid status for more than one half (½) the days in a month shall receive a full day's vacation leave credit. Ordinarily vacation leave will not be granted during the probationary period; however, a probationary unit member may use vacation in the event the District elects to temporarily close a work site. Use of vacation leave is not required for work site closure due to an emergency.

22.2 Increased Vacation Leave for Fifth, Tenth and Fifteenth Year of Service

22.2.1 Beginning with the fifth year of service, vacation is earned at the rate of one and one-fourth (1-1/4) days for each month of service.

22.2.2 Beginning with the tenth year of continuous service each bargaining unit member shall earn one and a half (1.5) days of vacation per month.

22.2.3 Beginning with the fifteenth year of continuous service each bargaining unit member shall earn two (2) days of vacation per month.

22.2.4 For purposes of computing vacation accrual, a year is defined as nine (9) or more months worked in any fiscal year provided the bargaining unit member has been in paid status a minimum of 75% of the assigned work year. An employee may not earn more than twenty four (24) days of vacation leave annually. Vacation shall be accrued in accordance with the work calendar.

Years of Completed Service	Days Accrued/Month
1 – 4 Years	1
5 – 9 years	1.25
10 – 14 Years	1.5
15 years and Thereafter	2

22.3 Payment Upon Termination

22.3.1 A terminating bargaining unit member will not be paid for any earned vacation until such bargaining unit member has completed six (6) months as part of the Classified Service.

22.4 Vacation Schedule

22.4.1 A vacation period may be taken only with the approval of the bargaining unit member's immediate supervisor. Bargaining unit members are expected to take accrued vacation leave during the fiscal year in which the vacation has been earned. A maximum of twenty-four (24) earned vacation days may be carried over into the following fiscal year. Bargaining unit members projected to have more than twenty-four (24) days accumulated vacation as of June 30th of any year shall meet with their supervisor by January 30 to schedule the excess vacation time to be used prior to the end of the fiscal year.

22.4.1.1 Balances in excess of the twenty-four (24) days, as of June 30, will be paid the excess days, at the bargaining unit member's hourly pay rate as of June 30. Payments will be processed on or before August 31.

22.4.2 Unearned vacation time may be granted in advance under unusual circumstances with prior approval of the bargaining unit member's supervisor and the Assistant Superintendent, Human Resources or designee.

22.4.3 When an advanced request for vacation is given prior to ten (10) days before the requested vacation, the District shall provide an approval/denial response within five (5) working days of the request. In cases where more than one (1) request is received for the same period of time, priority will be given to the first request received.

ARTICLE 23. LAYOFF

23.1 General

23.1.1 A layoff for the purpose of this Article shall be considered as an involuntary separation of a permanent classified bargaining unit member from active service due to a lack of funds and/or lack of work. Any reduction in regularly assigned time shall be considered a layoff under the provisions of this Article. The decision to reduce hours must be negotiated with the Association.

23.2 Procedures for Layoff

23.2.1 Layoff shall be conducted on a District-wide basis, in reverse order of seniority in the job classification in which the layoff occurs.

23.2.2 The bargaining unit member who has been employed the shortest time in the class, plus higher classes shall be laid off first.

23.2.3 Seniority will be determined by date of hire for permanent positions.

23.2.4 If two (2) or more bargaining unit members subject to layoff have equal seniority, the determination as to who shall be retained shall be made on the basis of job qualifications and skill level of the bargaining unit member, based on the last two (2) written evaluations on file. If all of these factors are equal, then the determination shall be made by lot, performed by the District and witnessed by the CSEA President or designee.

23.2.5 When a layoff of classified bargaining unit members is anticipated by the Administration, the Association will be notified, in writing, by the Superintendent at the same time that the Board is so notified. Documents provided to the Board at that time will be provided to the Association, in addition to an updated classified bargaining unit seniority list for all positions, an updated seniority roster for the classification in which the layoff is anticipated and a list of positions and/or hours to be reduced or eliminated.

23.2.6 Bargaining unit members may challenge their place on the seniority roster by making objections to the Assistant Superintendent, Human Resources or designee, who shall carefully review the matter and make the results of such review known to the Association and the bargaining unit member(s) prior to the effective date of any layoff(s) involving such bargaining unit member(s).

23.2.7 After a Board action has been taken on a layoff, a written notice of layoff shall be hand delivered or sent by certified mail to each affected unit member, to the last

address given to the District, no later than March 15. Such notice and the subsequent processes shall comply with Education Code 45117 and inform the unit member(s) of their displacement rights, if any, and reemployment rights.
23.2.7.1 However, if the position is a specially funded program that is expiring, then written notice of layoff shall be provided sixty (60) days prior to the effective date of layoff and inform the unit member(s) of their displacement rights, if any, and reemployment rights. (Ed. Code 45117(g).)

23.3 Bumping Rights

23.3.1 A permanent classified bargaining unit member who is laid off from a job classification and who has previous service in an equivalent or lower job class shall have the right to bump a bargaining unit member with less seniority in the equivalent or next lower class of previous service. For the purpose of establishing seniority for bumping rights, seniority shall consist of previous service in the class being bumped into, plus service in the class in which the layoff occurs, plus service in higher or equivalent classes, provided the bargaining unit member is qualified to perform the duties as specified in the appropriate job description.

23.4 Displacement Rights

23.4.1 A permanent classified bargaining unit member who is in a position that is being reduced or eliminated due to lack of funds/lack of work, and will not be laid off as a result of their seniority, will be transferred to a comparable (same number of hours/days) vacant position in order of seniority.

23.5 Voluntary Demotion or Transfer

23.6.1 A permanent bargaining unit member who has been laid off for lack of work or lack of funds and after exercising their bumping rights may accept voluntary demotion to a vacant position in a lower class or transfer to an equal class with the same or fewer hours provided that the bargaining unit member is qualified to perform the duties thereof and provided further that the Governing Board approve such reassignment. Such bargaining unit member shall maintain their reemployment rights as defined in this Article.

23.6 Effect of Layoff Upon Substitutes

23.6.1 No regular bargaining unit member shall be laid off from any position while bargaining unit members serving in a substitute capacity are retained.

23.7 Reemployment Rights

23.7.1 Laid off bargaining unit members are eligible for reemployment in the classification from which laid off for a thirty-nine (39) month period from the effective date of layoff and shall be reemployed in the reverse order of layoff. Laid off bargaining unit members shall be reemployed in preference to new applicants provided they meet the qualifications of the job description.
23.7.2 Laid off bargaining unit members who, at the time of layoff, took voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment into a comparable (same number of hours/days) position from which they were laid off for an additional period of up to 24 months. Such bargaining unit members shall be ranked in accordance with their seniority on the reemployment list(s).

23.7.3 A bargaining unit member who is laid off and is subsequently eligible for reemployment shall be notified of the District's opening(s). Such notice shall be posted on the District's website and sent to the bargaining unit member by mail or email. At the time of layoff, the affected unit member will select their notification preference (mail or email). Unit members shall notify the District of their notification preference annually by July 1 of each year.

23.7.4 Bargaining unit members on a reemployment list who have an interest in the District opening(s) shall respond by the final filing date and will be considered in seniority order. Any acceptance by such bargaining unit member of an assignment to a classification lower than the classification from which the unit member was laid off or to the same classification, but with fewer hours, shall not affect the unit member's original thirty-nine (39) months right to reemployment in their former classification and with the same number of hours.

23.8 Miscellaneous Provisions

23.8.1 Seniority earned to and including the effective date of layoff shall be reinstated to the bargaining unit member who is subsequently reemployed by the District. Step placement on the salary schedule shall be the same as the effective date of layoff.

23.8.2 Sick Leave Hours earned and unused at time of layoff shall be restored upon reemployment.

23.8.3 Vacation and Compensatory Time earned and unused at the time of layoff shall be computed and paid off with the final warrant due the bargaining unit member.

ARTICLE 24. TRANSPORTATION DEPARTMENT PROCEDURES

24.1 General Provisions

24.1.1 The District is committed to providing transportation services to students meeting all regulatory and contractual obligations in the most cost efficient manner. To deliver school transportation services, the following can be utilized: a driver contracted to a daily bus route, and/or who may provide training for other drivers, and/or who may contractually perform relief bus driver duties with no set hours and no regularly assigned bus route on a daily basis.

24.1.2 A relief bus driver shall report to work based upon the needs of the Transportation Department. A relief bus driver shall receive health and welfare benefits commensurate with the driver's contracted hours. Relief bus drivers shall not be contracted for less than eight hours.

24.1.3 There may be no less than one (1) Delegated Behind The Wheel Trainer.

24.2 Bus Route Bidding Procedures

24.2.1 Bus Route Package. A combination of home-to-school, school-to-home, and/or regularly scheduled mid-day runs. Such packages shall include appropriate amounts of time for bus checkout, breaks, layover time, fueling, documentation and bus clean-up.

24.2.2 Bidding. Prior to the ending of the school year, the District shall establish bus route packages in such a manner so as to maximize the hours available for bidding while still providing for efficient operations of the Department. The Director of Transportation may modify the actual routes driven at any time during the school year. Such a modification shall not result in a decrease in the number of hours of any regularly scheduled driver, unless the layoff procedures of this collective bargaining agreement are followed. All Special Education Routes and Contract Relief Positions follow a 211 work day calendar. All Regular Education Routes follow a 185 work day calendar. By the ending of the school year, of each school year, the bus routes shall be bid as follows:

24.2.3 Drivers shall bid for bus routes by seniority. Route bids shall normally remain in effect until the next annual bid meeting or until the end of the summer programs (for the 211 work day calendar). Both parties agree that it may be necessary for the district to extend summer programs, and employees supporting a 211 work day calendar may be required to support more than 211 days. A Special Education route package, including "extended school year", shall include the beginning and anticipated ending date whenever possible. Drivers may "opt out" from working a 211 calendar work day and

"opt in" to a 185 work day calendar by seniority order during the yearly bidding process. The district shall make available five driver positions with the "opt out" option awarded by seniority order.

24.2.3.1 Open routes remaining for the sumer school programs shall be made available through the bidding process outlines in 24.2.2

24.2.4 If as a result of the bidding procedures, a bus driver/contract relief driver elects a route with fewer hours than the previous year, such reduction shall not be treated as a layoff.

24.2.5 In the event a bus route is increased during the school year by two (2) hours or such lesser amount of time to affect employee benefit entitlement that route shall be declared vacant and be posted for bidding. The route shall be posted within ten (10) days after the increase in assigned time. The bidding process shall be completed within five (5) days after posting. If a vacancy occurs during the school year due to a resignation or other reason, the bidding process described above shall be implemented. Vacancies pending the bidding process shall be first covered by the Contract Relief Bus Driver.

This provision applies as long as 50 percent or more of the bus drivers are working 8.0 hours per day. Should the number of bus drivers, including contract relief positions, working 8.0 hours per day fall below 50 percent; the bidding process shall initiate when there is a 45 minute increase in a bus route.

24.3 Extra Work Assignments

24.3.1 Extra work is defined as any work assigned over the contracted number of hours, which may include, activity and field trips, therapy and kindergarten runs and other related duties. All extra work hours shall be added to the log of extra work hours. For purposes of assigning field trip rotations, field trip and/or activity trip hours shall be logged on a separate field trip hours log, in addition to the extra work hours log. Employees who have received a written warning or are in another stage of discipline related to attendance or performance, shall not qualify for Extra Work Assignments. This employee would be eligible to sign up for extra work at the beginning of the following semester provided the employee is not in a progressive step of discipline at the next sign up period.

24.3.2 Extra work shall be rotated on the list of bus drivers, including contract relief positions who have signed up for extra work. Regular bus drivers/contract relief drivers may sign up for field and/or activity trips prior to the beginning of school and/or prior to the beginning of the second semester. Extra work and field trips and/or activity trip

boards will be posted on a weekly basis. The field trip rotation shall run separate from the extra work rotation.

24.3.2.1 Bus drivers and contract relief drivers declining seven (7) activities or trips shall be removed from the list. Bus drivers/contract relief drivers who have been removed from the roster may sign-up again either prior to the beginning of the next semester or at the beginning of school. If a driver has been assigned a trip and has requested the day off with approval prior to trip assignment, the employee will be charged the hours of the trip and shall not be added as a decline.

24.3.2.2 The first rotation through the list, of the current school year, shall be based strictly on seniority.

24.3.2.3 Upon completion of the first full rotation, the list shall be reordered with the bus driver(s)/contract relief driver(s) who received the lowest number of overtime hours being placed at the top of the second rotation list in descending order.

24.3.2.4 After each full rotation, the list shall be reordered and the bus driver/contract relief driver having the lowest cumulative overtime hours shall be placed at the top of the list.

24.3.2.5 On the second and subsequent rotation(s), if two or more bus drivers/contract relief drivers have the same number of overtime hours from the previous rotation(s), the bus driver/contract relief driver with the greatest seniority shall be ranked higher on the list for that rotation.

24.3.2.6 If two bus drivers/contract relief drivers consecutively refuse a field or activity trip, or an extra work assignment, the number of hours will be added to their log of hours and the scheduler will assign the trip to a contract relief driver or any driver that is not on the log. However, if the bus driver/contract relief driver declines an assignment after receiving less than 24 hours notice, the assignment hours shall not count as a refusal and shall not be added to their log of hours. Canceled trips shall also not be counted.

24.3.2.7 No stand by pay or meal pay shall be provided for extra trips within the District boundaries (weekday and weekend trips included) unless authorized in advance by the Director of Transportation.

24.3.2.8 Extra work–assignment and field trip records shall be available for driver inspection.

24.3.2.9 Certain extra work assignments may require hazardous and/or long distance driving. These trips may only be assigned to bus drivers/contract relief drivers who

have completed annual field trip training and demonstrated proficiency in the geographic areas (mountain terrain, high population density, etc.) and/or the equipment (type of bus, type of transmission, etc.). Such assignments shall be determined by the Director of Transportation and/or the Driver Instructor/Trainer and/or Dispatcher/Route Analyst.

24.3.2.10 If a bus driver/contract relief driver is prevented by law from reporting at their regularly assigned time, the bus driver/contract relief driver will be paid straight time for the time as if worked.

24.3.2.11 When no bus driver/contract relief driver accepts an offered extra work assignment, the Director of Transportation shall utilize the Dispatcher/Route Analyst or Driver Instructor and if unavailable, shall utilize a day-to-day substitute employee to complete the assignment, then may contract with an outside transportation service to complete the assignment. The decision to contract out shall be made by the Director of Transportation or in their absence the Dispatcher/Route Analyst or the Driver Instructor.

24.3.2.12 Every qualified bus driver including contract relief positions, dispatchers and trainers may receive two (2) requests from a site administrator to drive on a field and/or activity trip per school year. A refusal of a requested trip shall not be added to the driver's log.

24.3.2.13 All field and/or activity trip drivers must be able to accommodate the department by driving other routes.

24.3.2.14 If a driver is unable to work their contracted hours on the Friday before their assigned weekend trip (except for jury duty), that driver is not eligible to take the weekend assignment and it shall go to the next available driver on the field trip rotation list.

24.3.2.15 If a driver is unable to work their contracted hours on the Monday before their assigned trip during that work week (Tuesday through Friday) (except for jury duty), that driver is not eligible to take the overtime or extra hours assignment and it shall go to the next available driver on the field trip rotation list.

24.4 Transportation Working Conditions

24.4.1 Training. The District will reimburse a bus driver/contract relief driver for the cost of a bus driver certificate. For the original certificate reimbursement will be made upon obtaining permanent status as a District employee. The District will provide training for bus drivers/contract relief drivers to maintain their certificate, and become qualified and demonstrate proficiency.

24.4.2 Reporting Pay

24.4.2.1 When a bus driver/contract relief driver reports to work as scheduled but cannot perform the regular assignment due to bus mechanical malfunction or weather conditions, the bus driver/contract relief driver shall receive regular pay for the day whether or not the bus driver/contract relief driver is assigned alternative work within the unit member's job description for that day. This subsection shall not apply to extra work assignments that are canceled.

24.4.2.2 A bus driver/contract relief driver shall be notified of any trip cancellation at least one (1) hour prior to the time the driver is required to report to the bus yard for the bus. If the bus driver/contract relief driver is not notified and the trip is canceled, the driver shall be paid as follows. For trips scheduled on a day when the bus driver/contract relief driver is regularly scheduled to work which are canceled with less than one (1) hours notice, the bus driver/contract relief driver shall be paid for two (2) hours of time at their regular rate of pay. For trips scheduled on a day when the driver is not regularly scheduled to work which are canceled with less than one (1) hours notice, the driver shall be paid minimum call-in pay as provided for in the Minimum Call-In Time section of the Salary Provisions article.

24.4.2.3 If the non-driving time between regularly scheduled bus runs is thirty (30) minutes or less the driver may be assigned alternative work within the unit member's job description, and the bus driver/contract relief driver shall receive pay for this time at the appropriate rate. This subsection shall not apply to extra work assignments.

24.4.3 Miscellaneous Provisions

24.4.3.1 Bus drivers/contract relief drivers shall be reimbursed for reasonable expenses related to the taking of trips, including bridge tolls and/or parking fees not to exceed limits established in District policies. Fuel cards as needed shall be provided for the bus driver.

24.4.3.2 Bus drivers/contract relief drivers will be paid at their regular rate of pay for hours worked "on the clock" for the first eight (8) hours in any one day; any hours in excess of eight (8) hours worked in any one day shall be paid at the overtime rate (1½ times regular rate of pay).

24.4.3.3 Day-to-day substitute bus drivers serve at the pleasure of the Board, and are not part of the Association bargaining unit.

24.4.3.4 For trips outside Woodland city limits where district radios are inoperable, a cellular phone will be provided to the bus driver for purposes of communicating with

staff during the course of the trip.

ARTICLE 25. CONTRACTING OUT

25.1 The District agrees that it will adhere to the provisions of Education Code 45103.1 regarding contracting out the work which has been customarily and routinely performed by bargaining unit members in the bargaining unit covered by this Agreement. Excluding emergency circumstances, the District agrees to notify CSEA at the beginning of the school year and/or during labor management meetings of any anticipated or current needs to contract out for the upcoming year in accordance with Education Code section 45103.1 The notification will include the type of work contemplated for contracting out.

25.2 Excluding emergency circumstances, the District may offer any work, that a supervisor determines bargaining unit members are capable of performing, to eligible employees first before considering contracting the work out.

ARTICLE 26. DISCIPLINARY ACTION

26.1 General Provisions

26.1.1 For purposes of this Article, the term "discipline" includes any action whereby a bargaining unit member is deprived of any classification or any incident of any classification in which they have permanence, including dismissal, suspension, and involuntary demotion. The term "discipline" specifically does not include: a layoff for lack of work or lack of funds; directives; and, the implementation of other articles in this Agreement.

26.1.2 The District is committed to principles of fair, reasonable and progressive discipline. Progressive steps to discipline can include but are not limited to: Verbal warnings, written warnings, unsatisfactory evaluations and letters of reprimands. The parties recognize that discipline should be administered based on the seriousness of the offense and more serious offenses (offenses that produce reliable evidence upon which the District believes that the unit member's conduct may constitute a hazard or clear possibility of a hazard to student(s), other unit member(s), or property, or involve dishonest, insubordinate, or gross misconduct) warrant more serious disciplinary action that may not include progressive procedures that would normally precede the disciplinary action outlined in this article.

26.1.3 Discipline shall be imposed upon permanent bargaining unit members only for just cause, pursuant to this Article or pursuant to pertinent law, or as otherwise necessary as determined by the District. Permanent bargaining unit members shall not have their property rights deprived until the District has complied with established due process standards as set forth below. For purposes of this Article, property rights shall mean any discipline which involves one or more days suspension without pay or greater, up to and including termination.

26.1.4 Except as otherwise provided for by law, no disciplinary action will be initiated for any cause alleged to have arisen prior to the bargaining unit member becoming permanent nor for any cause alleged to have arisen more than two (2) years preceding the date the District files the written notice of disciplinary action provided for in section 26.2.1 of this Article.

26.1.5 A bargaining unit member may be placed on Administrative Leave with pay for a reasonable period of time pending investigation. The District shall provide written notice to the CSEA President, Labor Relations Representative, and the unit member at the time of placement on Administrative Leave with pay.

26.1.6 One or more of the causes set forth below may be grounds for discipline:

26.1.6.1 Incompetency or inefficiency in the performance of duties.
26.1.6.2 Insubordination or willful disobedience.

26.1.6.3 Carelessness or negligence in the performance of duties or in the care of District property, or the misuse of District property.

26.1.6.4 Discourteous treatment, abusive or threatening language, gestures or conduct toward other employees, students or the public.

26.1.6.5 Dishonesty.

26.1.6.6 Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon the employees associated with them. Bringing intoxicants (alcoholic beverages or controlled substances such as street drugs) on to District property or premises; transporting intoxicants in District vehicles; consuming, buying or selling, offering to buy or offering to sell intoxicants while on the job, or while on District property, premises or in District vehicles; and/or reporting to work under the influence of intoxicants.

26.1.6.7 Persistent [three (3) or more] violations of applicable District rules or policies.

26.1.6.8 Conviction of a felony, conviction of any sex offense or controlled substance offense made relevant by provisions of law, which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of their position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, deemed to be a conviction for this purpose.

26.1.6.9 Knowingly falsifying any information supplied to the District, including but not limited to information supplied on application forms, employment records, or any other District records.

26.1.6.10 "No call, no show" (failure to report to work and notify immediate supervisor of absence and reason for absence).

26.1.6.11 Abandonment of position (failure to report to work and notify immediate supervisor of absence and reason for absence for three (3) or more consecutive work days).

26.1.6.12 Advocacy of overthrow of Federal, State or local government by force, violence or other unlawful means.

26.1.6.13 Abuse, inappropriate use of leave or absence without leave.

26.1.6.14 Violation of District policies addressing discrimination, including prohibited harassment (sexual harassment, racial harassment, etc.).

26.1.6.15 Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's position classification or otherwise necessary for the employee to perform the duties of the position.

26.1.6.16 Refusal to take or subscribe any oath or affirmation which is required by law or Board policy in connection with their employment.

26.1.6.17 Improper partisan political activity during duty hours.

26.1.6.18 Any other school-related reason that constitutes a danger to the safety, health, welfare or property of the District, a school, students, other employees, parents of students or school visitors.

26.2 Procedure

26.2.1 Notice of Proposed Disciplinary Action

26.2.1.1 Prior to the disciplinary action being taken, the administrator/supervisor shall serve the employee personally or by certified mail (return receipt requested) with a Notice of Proposed Disciplinary action. The Notice of Proposed Disciplinary Action shall contain, in ordinary and concise language, the following:

26.2.1.2 A statement of the nature of the proposed disciplinary action (suspension without pay, demotion, reduction of pay step in class, or dismissal) and any and all material upon which the action is based.

26.2.1.3 A statement of the cause or causes for the proposed disciplinary action, as set forth above.

26.2.1.4 A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the District is alleged, the rule, policy, or regulation violated shall be stated in the recommendation.

26.2.1.5 A statement giving the employee at least seven (7) days in which to arrange a Skelly hearing and/or furnish written information concerning the charges to the Superintendent or designee (who shall not be the person who initiated the charges or anyone subordinate to that person, and who shall be impartial and uninvolved in the

charges) who shall be known as the Skelly officer.

26.2.2 Notice of Disciplinary Action

26.2.2.1 The Skelly officer shall provide a written decision as to whether the charges are to be upheld, the recommended discipline reduced, or the charges dropped. To uphold the charges, the Skelly officer must determine that the employer demonstrated by a preponderance of the evidence that the employee engaged in criminal misconduct, misconduct that presents a risk of harm to pupils, staff, or property, or committed habitual violations of the District's policies or regulations (to address SB 2413 revision to Education Code section 45113(f)(1)). A copy of the Skelly officer's written decision shall be sent to the employee and the employee's exclusive representative personally or by certified mail (return receipt requested) with a Notice of Disciplinary Action. The Notice of Disciplinary Action shall contain:

26.2.2.2 A statement of the nature of the disciplinary action (suspension without pay, demotion, reduction of pay step in class, or dismissal), including the effective date and any and all material upon which the action is based.

26.2.2.3 A statement of the cause or causes for the disciplinary action, as set forth above.

26.2.2.4 A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the District is alleged, the rule, policy, or regulation violated shall be stated in the recommendation.

26.2.2.5 A statement of the employee's right to appeal the recommendation and the manner and time within which the appeal must be filed.

26.2.2.6 A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

26.2.3 Right to Appeal

26.2.3.1 Not more than seven (7) days after receiving the Notice of Disciplinary Action described above, the employee may appeal by signing and filing the card or paper included with the recommendation. The signing and filing of the card or paper included with the recommendation shall constitute a sufficient Notice of Appeal. A Notice of Appeal may be mailed to the Office of the Superintendent or designee, but must be postmarked not later than the time limit specified herein.

26.2.3.2 If the employee fails to file a Notice of Appeal within the time specified in these

rules, they shall be deemed to have waived their right to appeal and the Board may act on the recommendation as submitted.

26.2.4 Amended/Supplemental Charges

26.2.4.1 At any time before an employee's appeal is finally submitted to the Board or to a hearing officer for a decision, the complainant may serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action.

26.2.4.2 If the amended or supplemental recommendation presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare their defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegation may be made orally at the hearing and shall be noted on the record.

26.2.5 Hearing Procedures

26.2.5.1 The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the hearing officer and the availability of counsel and witnesses. The parties shall be notified of the time and place of the hearing. The employee shall be entitled to appear personally, produce evidence, and have counsel. The employee shall be entitled to a public hearing if they demand it when the Board is hearing the appeal. The complainant may also be represented by counsel. The procedure entitled "Administrative Adjudication" commencing with Government Code 11500 shall not apply to any such hearing before the hearing officer. Neither the Board nor the hearing officer shall be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer, law judge or the Board.

26.2.5.2 All hearings shall be heard by a hearing officer (who shall be an attorney licensed in the State of California) selected by the parties alternately striking names from a list of at least five (5) arbitrators provided by the State Mediation and Conciliation Service.

26.2.5.3 The hearing officer shall prepare a proposed decision in a form that may be adopted by the Board as the decision in the case. A copy of the proposed decision shall be received and filed by the Board and furnished to each party within ten (10) days after the proposed decision is filed by the Board. The Board may:

(a) Adopt the proposed decision in its entirety.

(b) Reduce the disciplinary action set forth in the proposed decision and adopt the balance of the proposed decision.

(c) Reject a proposed reduction in disciplinary action, approve the disciplinary action sought by the complainant or any lesser penalty, and adopt the balance of the proposed decision.

(d) Reject the proposed decision in its entirety.

26.2.5.4 If the Board rejects the proposed decision in its entirety, each party shall be notified of such action and the Board may decide the case upon the record including the transcript, with or without the taking of additional evidence, or may refer the case to the same or another hearing officer to take additional evidence. If the case is so assigned to a hearing officer, they shall prepare a proposed decision, as provided in "c" above, upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of this proposed decision shall be furnished to each party within ten (10) days after the proposed decision is filed by the Board.

26.2.5.5 In arriving at a decision or a proposed decision on the propriety of the proposed personnel action, the Board or the hearing officer may consider the records of any prior personnel action proceedings against the employee in which a disciplinary action was ultimately sustained and any records that were contained in the employee's personnel files and introduced into evidence at the hearing.

26.2.6 The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them. A copy of the decision of the Board shall be delivered to the appellant and their designated representative personally or by certified mail (return receipt requested). The decision of the Board shall be final.

ARTICLE 27. PERSONNEL FILES

27.1 Location of Files

27.1.1 The personnel file of each bargaining unit member shall be maintained at the District's central administration office.

27.2 Inspection of File

27.2.1 A bargaining unit member shall have the right at any reasonable time to inspect materials in their file.

27.2.2 This right does not extend to materials that include ratings, reports, or records that were obtained prior to the employment of the employee involved.

27.3 Derogatory Material

27.3.1 No derogatory material relevant to a current bargaining unit member's conduct, service, character, or personality will be placed in their file unless the unit member has been notified of the intent of placement in the personnel file; has been provided a copy of such material; and, has had the opportunity to attach a written response to the material.

27.3.2 Such review may take place during normal working hours and the employee may be released from duty for this purpose without loss of pay.

ARTICLE 28. COMPLETION OF NEGOTIATIONS

28.1 Except as mutually agreed by the parties, during the term of this Agreement, the Association and the District expressly waive and relinquish the right to meet and negotiate and agree that the parties shall not be obligated to meet and negotiate with respect to any subject or matter, whether referred to or covered in this Agreement, or not, even though such subject or matter may not have been within the knowledge or contemplation of either or both the parties at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

28.2 Within thirty days of ratification of the agreement by both parties, the District shall produce a draft and provide the draft to the Chapter President for review by the Association's negotiations team. The Association shall review the contract and make all necessary and relevant changes required by the ratified agreement to the draft, and return the draft to the District within thirty days from its receipt.

28.2.1 Within thirty days after receiving the draft collective bargaining agreement back from the Association, the District shall make all necessary and relevant changes, and the District shall post the entire final contract on the District's website for employee access. Employees who do not have internet access can come to Human Resources to access a computer to review the contract or will be given a copy of the contract upon request to the Human Resources Office.

28.2.2 Once the draft is finalized as outlined in 28.2.1 above, the District shall have sufficient copies prepared and delivered to the Association for distribution to each of its members on the negotiations team, executive team, and to job stewards. The Association will provide a list of these members at the beginning of the year. Two (2) copies will also be prepared and delivered to each school site for placement in the staff room and the front office. The cost of preparation of these copies would be shared equally by the District and the Association.

28.3 If any provision of the Agreement or any application thereof to any bargaining unit member is held by a court of competent jurisdiction to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

28.4 Should a provision or application be deemed invalid, as described in Section 28.1 above, any matter reduced or eliminated shall be reinstated to the extent allowable under law. Moreover, the parties shall meet not later than ten (10) days after such court

decision to renegotiate the provision or provisions affected.

ARTICLE 29. SPECIAL EDUCATION SUPPORT SERVICES

Classified Staff Assigned to Provide Direct Support Services and Transportation to Students in the Special Education Program

1. Paraprofessionals assigned to directly support students in special education programs shall receive a copy of the Individualized Education Plan (IEP) at a glance and/or a copy of the Behavior Intervention Plan (BIP) on file prior to the start of the school year for the purpose of informing the employee of the appropriate methods of support relevant to the student(s).

1.1 Should the student's BIP be revised during the school year, the Paraprofessional shall receive a copy of the finalized updated BIP.

2. Bus Drivers and Bus Attendants assigned to directly support students in special education programs shall receive a copy of the Individualized Education Plan (IEP) at a glance and/or copy of the Behavior Intervention Plan (BIP) on file prior to the start of the school year for the purpose of informing the employee of the appropriate methods of support relevant to the student(s). A copy of the IEP and BIP will be provided to the Director of Transportation and shared with the appropriate Bus Driver and/or Bus Attendant assigned to support the student.

2.1 Should a plan be developed and finalized that is specific to supporting the student while provided with transportation services, the Transportation Department shall receive a copy of the plan.

2.1.1 The Transportation Department will be provided with a copy of a student's summary or modified health plan when the plan addresses medical needs while provided with transportation services.

3. The classifications covered by this section shall be provided with the relevant PPE necessary to provide supports for students when required by the IEP, BIP or health plan.

4. Any information received by a bargaining unit member pursuant to this section shall be received and maintained in confidence for the limited purposes of providing appropriate supports to students. The information shall not be further disseminated to any other individuals.

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SIGNATURE PAGE

The District and Association hereby agree to support this Agreement for its term.

For Woodland Joint Unified School District

Date: July 1, 2025

Bargaining Representatives

Signed by:
Dr. Rebecca Toto
919C9A65002E4FF...

Dr. Rebecca Toto
Asst. Superintendent Human Resources

Signed by:
Baljit Jhatu
08274E70F384493...

Baljit Jhatu
Director of Human Resources

Signed by:
Theresa M Dunlop
EC3445D0CE2D4A2...

Theresa Dunlop
Director of Human Resources

For California School Employees Association, Woodland Chapter #118

Date: July 1, 2025

Bargaining Representatives

DocuSigned by:
Rebecca Rossiter
F67891AF0AE8451...

Rebecca Rossiter
CSEA President, Chapter #118

DocuSigned by:
Todd Freer
9A21607E6EA042B...

Todd Freer
Lead CSEA Negotiator

Signed by:
kennedy liem
538A4E9F32C9464...

Kennedy Liem
CSEA Labor Rep.

APPENDIX A - SALARY SCHEDULE
2025-2026 SCHOOL YEAR

APPENDIX B - PROFESSIONAL GROWTH

APPENDIX B
PROFESSIONAL GROWTH PROGRAM

General

The purpose of the Professional Growth Program is to improve the standard of service to the District, improve the quality of job performance, and provide opportunities for personal growth and advancement for all bargaining unit members. The District supports and encourages on-going professional development for its bargaining unit members.

Professional Growth Awards

- Professional Growth Awards, in the amount of $1000, are earned after completion of 100 hours of coursework or other qualified activity as defined in "Coursework" and "Other Qualified Activities." Of the 100 hours, a minimum of 60 per award must be coursework related to job skills for the member's current position or an existing position within the District. A maximum of 40 hours per award may be earned through other professional growth activities as defined in "Other Qualified Activities."

- With the exception of pre-approved vacation, professional growth hours cannot be earned when unit members are in paid status.

- A Professional Growth Award of $1000 may be earned annually.

Eligibility

- All unit members are eligible to participate in the Professional Growth Program.

- Any unit member who is on an unpaid partial or full leave of absence will not be eligible to participate in the program until they return from leave; nor will future credit be granted for eligible coursework or other professional growth activities completed during the leave.

- Unit members who retire after the completion of their contract year will be entitled to receive a final payment for eligible professional growth awards in November of that year.

- Unit members who retire prior to the completion of their contract year will be entitled to receive eligible awards earned prior to retirement on a pro-rata basis (number of days worked prior to retirement compared to number of contract days).
- Unit members, other than retirees, who separate from District service prior to October 31, are not eligible to receive professional growth awards for the previous year.

Application Procedures and Timelines

In order to be granted a new professional growth award, unit members must complete the following steps:

- Not later than the last working day of March – file application for new award with Human Resource Services Division (on or about March 1 of each year, new award application forms are distributed to each work site).
- Not later than the last day of June – complete coursework (or other qualified activity)
- Not later than the last working day of August – submit documentation of completed coursework (or other qualified activity) to Human Resource Services Division.
- Professional Growth awards will be paid in November of each year.

Coursework (minimum of 60 hours per award):

One semester unit equals 18 hours of credit; quarter units will be converted on a 2/3 basis. Physical fitness courses may not be used toward the coursework requirement. Members must earn a grade of "C" or better for completed coursework and cannot earn additional credit for repeated courses unless approved by the Professional Growth Committee. Verification for coursework shall consist of a transcript, a report card, a certificate of achievement (Adult Education classes), or other acceptable proof of completion. Professional growth for English as a Second Language (ESL) coursework, up to a maximum of 20 hours per award.

Other Qualified Activities (maximum of 40 hours per award):

Verification shall consist of a statement of the program activities or flyer signed by the instructor, trainer, or other appropriate persons. Signed documentation should include subject matter covered and a record of attendance, including dates and times. The unit member's regular work hours must also be noted.

Physical Fitness

Credit will be granted in clock hours for physical fitness activities conducted at any established center, Community College, Adult Education Program, etc. A maximum of 15 hours per award may be earned for physical fitness.

Workshops/Conferences/Trainings

Attendance in workshops, conferences and trainings will be credited in clock hours for actual verified seat time. These activities must relate to job skills for the member's current position or an existing position within the District.

Leadership Activities

Thirty-six hours may be earned for one full year of actively holding an elected or

appointed office (President, Vice-President, Secretary, Treasurer or similar office) in a recognized educational or professional organization that is job-based (i.e., ACSA, CASBO, CSEA).

Pre-Approval

Members are encouraged to seek pre-approval from the Director, Operations, in the Human Resource Services Division, or the Professional Growth Committee for coursework or other activities that may not be creditable.

Professional Growth Committee

Composition

- A Professional Growth Committee will be established, composed of three (3) classified unit members, one (1) classified confidential employee, one (1) classified management employee, one (1) certificated management employee and one (1) administrator from the Human Resource Services Division.

- The term of committee members shall be two years. A committee member may serve consecutive terms if selected by their respective groups.

- The District shall grant unit members the necessary release time from their regularly scheduled workday to participate in meetings of the Professional Growth Committee.

Duties of the Committee

- The Committee will meet as needed to evaluate coursework or other activities not specifically addressed in "Coursework" and/or "Other Qualified Activities" of this appendix, for eligibility toward professional growth awards. A minimum of four (4) committee members must be present to act on credit requests. A majority vote is required to approve creditable coursework or other qualified activity.

Miscellaneous Provisions

Awards that were earned prior to the Tentative Agreement dated December 9, 2002, and those earned under the grand-fathering clause therein, will be recognized and compensated as defined in the MOU dated March 3, 2004.

As provided in the MOU stated above, unit members who are on an unpaid partial leave of absence for the current fiscal year and return and are eligible for an on-going award in subsequent year will earn the on-going award on a prorated basis (number of days worked compared to number of contract days).

APPENDIX C – COMPENSATION COMMITTEE

APPENDIX C

Compensation Committee

The purpose of the Compensation Committee shall be to work collaboratively to collect current information on selected job classification and related salaries in order to provide information for use during negotiations. This work will be initiated during the years when the parties are scheduled to negotiate salaries and benefits.

The Salary Compensation Committee shall consist of two (2) Association representatives and two (2) District representatives. The committee shall meet to discuss the collection of the following salary compensation data.

1) ***DETERMINE COMPARABLE SCHOOL DISTRICTS/EMPLOYERS***

The Committee recommends that the following nine (9) Districts be used for comparables based on size, Local Control Funding Formula, and likeliness to employ our members. They are:

Washington Joint Unified School District
Winters Joint Unified School District
Davis Joint Unified School District
Esparto Joint Unified School District
Yolo County Superintendent of Schools
Yuba City Unified School District
Vacaville Joint Unified School District
Natomas Unified School District
Twin Rivers Unified School District

2) ***DETERMINE WHAT AREAS WE WANT TO COMPARE AND HOW WE WILL COMPARE THEM***

The Committee recommends the following items be compared:

A) Salary – In order to compare our 5 step salary schedule with the average salary schedule of 5 steps, it is recommended that we use Woodland's beginning, middle and end step (1, 3, 5). Also, in reviewing salary schedules that are other than 5 steps, we would use their beginning, middle and end step.

B) Salary Schedules – The District will seek current salary schedules from those listed in item 1 above. Given that some Districts may not have completed negotiations for current year, salary schedules that are more than two years old will not be considered in the compensation study. Effective dates of salary schedules will be indicated on analysis pages.

C) District Contribution Toward Health Benefits – Compare amount being contributed by each District vs. amount being contributed by WJUSD.

D) District Paid PERS Contribution – If comparable District's are paying any portion of the employee's PERS Contribution, then the applicable percentage/amount should be added to salary compensation (see A above).

E) Longevity – Compare longevity percentages or how "comparables" are paying longevity (stipends, etc.).

F) Job Descriptions/Duties – The committee will propose benchmark classifications to be reviewed. The District will obtain job descriptions from other Districts for the proposed benchmark positions used from their salary schedules. The duties contained in these job descriptions will correspond, as closely as possible, to those District positions under analysis with regard to general levels of responsibility required, as well as knowledge, educational, skill, decision-making and reporting requirements to allow for accurate and fair comparisons.

3) ***DETERMINE TIMELINE/IMPLEMENTATION PLAN FOR REVIEW OF SALARY INFORMATION***

The Committee recommends the following timeline/implementation plan:

- By November 30 of each year, gather comparable study, using salary schedules and corresponding job descriptions available at that time. Contact Districts to determine if the CSEA blue book information is up to date or seek updated information.

- By March 1 of each year, complete research and analysis of comparable districts.

- By April 1 of each year, forward report to the CSEA/WJUSD bargaining team for subsequent year negotiations.

May 31, 2005
Revised: 8/31/05
Revised: 12/16/05
Revised: 5/11/06
Revised: 11/09/07
Revised: 10/03/08
Revised: 6/8/22

APPENDIX D – TRAINING TO PROVIDE EMERGENCY ASSISTANCE WITH ADMINISTERING MEDICATION TO STUDENTS WITH EPILEPSY AS PER SB 161 AND EPINEPHRINE INJECTOR – TRANSPORTATION EMPLOYEES

Appendix D – Training to provide emergency assistance with administering medication to students with epilepsy as per SB 161 and epinephrine injector – Transportation employees

Prior legislation required that the administration of medications for pupils with epilepsy suffering from seizures be performed by licensed medical personnel only. SB 161 authorizes a school district, county office of education or charter school to participate in a program that provides non-medical school employees voluntary emergency medical training.

This program allows non-medical staff, in the absence of a credentialed school nurse, to provide assistance to pupils with epilepsy suffering from seizures, with parent written authorization and in accordance with guidelines to be developed by the CDE. The guidelines are required to be posted on the CDE website by July 1, 2012.

1. Shall receive a stipend which shall be 2.5% of the employee's base pay for a designated staff to be trained, in accordance with guidelines of SB 161, to administer the medication as prescribed under emergency conditions.
2. Alternatively, should the employee wish to use training hours toward a professional growth award, professional growth hours will be awarded in accordance with Article 8 and Appendix B.
3. The District agrees to train an additional voluntary staff at the same site in order to be used in the case of absence of the main designated staff. This staff member would receive the same stipend or same ability to use hours toward a professional growth award while participating in this training. Additionally, this staff member would be paid on a timesheet for any time they are on call in lieu of the regular employee.
4. The stipend will be awarded upon successful completion of the training and will apply for all hours that the employee serves as the designated trained staff member to the student in need of the medication.
5. Should the student transfer or no longer be in need of this assistance, the staff member would revert to their regular hourly pay. Participation is voluntary. The employee may revoke their offer to administer an emergency anti-seizure medication with a two-week notice.

Epinephrine Injector - Transportation Department

Bus drivers who transport students requiring possible administration of an epinephrine injector shall receive 2.5% stipend of the employee's base pay. Stipends issued for this purpose must meet the following criteria:

1. Current physician order on file requiring an epinephrine injector administration.
2. Epinephrine injector administration requirement must be written into student health plan, including that it is needed on the bus.
3. Bus driver and contract relief driver must be trained annually by school nurses.
4. Should the student transfer or no longer has a need for an epinephrine injector, the staff member would revert to their regular hourly pay.
5. The stipend will be awarded upon successful completion of the training and will apply for all hours that the employee is the designated driver for the bus route.
6. Employee shall follow all storage guidelines for the epinephrine injector.
7. Employee shall alert the school nurse if the epinephrine injector is expired or needs to be replaced due to damage.

APPENDIX E – (Article 6) GRIEVANCE FORM

APPENDIX E

WOODLAND JOINT UNIFIED SCHOOL DISTRICT
CSEA ARTICLE 6
GRIEVANCE FORM

The written Formal Level 1 grievance shall be initiated within 30 days after the grievant knew or reasonably should have known about the occurrence giving rise to the grievance.

INFORMAL LEVEL MEETING

SECTION 1: TO BE COMPLETED BY GRIEVANT

Grievant's Name: _____ **Site/Department:** _____

Immediate Supervisor: _____ **Meeting Date:** _____

Article of alleged violation, misinterpretation or misapplication: _____

Date of alleged violation, misinterpretation or misapplication: _____

Cite the issue:

_____

_____

_____

_____

_____

_____

_____ _____

Grievant's Signature **Date**

_____

_____

Supervisor's Signature **Date**

FORMAL LEVEL 1

The written Formal Level 1 grievance shall be initiated within 30 days after the grievant knew or reasonably should have known about the occurrence giving rise to the grievance.

SECTION 1: TO BE COMPLETED BY GRIEVANT

Article of alleged violation, misinterpretation or misapplication: _____

Date of alleged violation, misinterpretation or misapplication: _____

Statement of Grievance: (Include a clear and concise statement of the facts, the circumstances involved, including names, dates and places as appropriate.)

_____

_____

_____

~~State the Specific Remedy Desired:~~ _____

_____

_____

_____

_____

~~Name of~~ Representative (if any): _____

Grievant's Signature _____ **Date** _____ **CSEA Representative Signature (if applicable)** _____

SECTION 2: TO BE COMPLETED BY THE IMMEDIATE SUPERVISOR

Date and Time Received by the Immediate Supervisor: _____

Meeting Date Between Grievant and Immediate Supervisor: _____

Immediate Supervisor's Response:

_____ _____

Immediate Supervisor's Signature Date

Within ten (10) days of the meeting, the supervisor shall provide the grievant, the CSEA Chapter President, and the Assistant Superintendent, Human Resources or designee a copy of their written decision via electronic mail.

FORMAL LEVEL 2

The Formal Level 2 grievance may be filed within ten (10) days of receipt of the immediate supervisor's written decision on the Level 1 grievance.

SECTION 1: TO BE COMPLETED BY GRIEVANT

Article of alleged violation, misinterpretation or misapplication: _____

Date of alleged violation, misinterpretation or misapplication: _____

Statement of Grievance: (Include a clear and concise statement of the facts, the circumstances involved, including names, dates and places as appropriate.)

_____

_____

_____

State the Specific Remedy Desired:

_____

_____

_____

Name of Representative (if any):_____

_____ _____ _____

Grievant's Signature Date CSEA Representative Signature (if applicable)

SECTION 2: TO BE COMPLETED BY ASSISTANT SUPERINTENDENT OF HUMAN RESOURCES OR DESIGNEE

Date and Time Received by the Assistant Superintendent of Human Resources: _____

Meeting Date Between Assistant Superintendent and Grievant: _____

Assistant Superintendent's Response:_____

_____

_____

_____ _____

Assistant Superintendent's Signature **Date**

Within ten (10) days of the meeting, the Assistant Superintendent, Human Resources or designee shall submit a written decision to the grievant, the CSEA Chapter President, and the CSEA Labor Representative via electronic mail.

FORMAL LEVEL 3 (Mediation)

A level 3 grievance may be filed within ten (10) days of receipt of the Assistant Superintendent's, Human Resources, or designee's written decision on the Level 2 grievance.

SECTION 1: TO BE COMPLETED BY GRIEVANT

Article of alleged violation, misinterpretation or misapplication: _____

Date of alleged violation, misinterpretation or misapplication: _____

Statement of Grievance: (Include a clear and concise statement of the facts, the circumstances involved, including names, dates and places as appropriate.)

_____

_____

_____

_____

_____

_____

_____State the Specific Remedy Desired:

_____

_____

_____

_____

_____

_____

Name of Representative (if any):_____

_____ _____ _____

Grievant's Signature **Date** **CSEA Representative Signature (if applicable)**

SECTION 2: TO BE COMPLETED BY ASSISTANT SUPERINTENDENT OF HUMAN RESOURCES OR DESIGNEE

Date and Time Received: _____

Meeting Date Between Assistant Superintendent of Human Resources: _____

_____ _____

Assistant Superintendent's Signature **Date**

If the grievance is not resolved through mediation in Level 3, the Association may, within ten (10) days after the conclusion of the mediation, state in writing that the grievance be submitted to binding arbitration

FORMAL LEVEL 4 (Arbitration)

The Level 3 grievance form shall be attached to this form by the CSEA representative.

CSEA wishes to submit the grievance to binding arbitration.

_____ _____

CSEA Representative Signature **Date**

Date and Time Received by the Assistant Superintendent of Human Resources: _____

_____ _____

Assistant Superintendent's Signature **Date**

Directions for the Use of the Article 6
Grievance Form

INFORMAL LEVEL MEETING:

Grievant meets with immediate supervisor in an attempt to resolve issues. If issues are resolved, no further steps are necessary and no paperwork is filled out.

If issues are ***not*** resolved, complete the information for "Informal Level Meeting" and proceed to FORMAL LEVEL 1.

FORMAL LEVEL 1:

Complete the information required for FORMAL LEVEL 1 and include any meeting information from the INFORMAL LEVEL.

The completed form shall be submitted to the immediate supervisor within 30 days after the grievant knew or reasonably should have known about the occurrence, giving rise to the grievance.

The grievant shall make a copy of the completed grievance and retain said copy for their records. Within ten (10) days after receipt of the written grievance, the immediate supervisor shall schedule a meeting with the grievant, and if requested, an authorized Association representative.

Following that meeting, the supervisor will provide the grievant, the CSEA Chapter President, and the Assistant Superintendent, Human Resources or designee a copy of their written decision via electronic mail. within ten (10) days following this meeting.

FORMAL LEVEL 2:

A Level 2 grievance may be filed within ten (10) days of the receipt of the immediate supervisor's written decision or within twenty (20) days of the Level 1 meeting if no written decision is received.

Within ten (10) days after receipt of the Level 2 grievance, the Assistant Superintendent, Human Resources or designee shall meet with the grievant and up to two representatives of the Association one of whom may be the Labor Relations Representative

The Assistant Superintendent, Human Resources shall submit a written decision within ten (10) days following the meeting to the grievant, the CSEA Chapter President, and CSEA Labor Relations Representative, via electronic mail.

FORMAL LEVEL 3: (Mediation)

A Level 3 grievance may be filed within ten (10) days of the receipt of the Assistant Superintendent's, Human Resources or designee's written decision, or within twenty (20) days of the Level 2 meeting if no written decision is received.

The District shall request that the State Mediation and Conciliation Service appoint a mediator. Mediation shall be limited to one (1) day, unless extended by mutual agreement.

FORMAL LEVEL 4: (Arbitration)

If the grievance is not resolved through mediation in Level 3, the Association may within ten (10) days after the conclusion of mediation, state in writing that the grievance be submitted to binding arbitration.

APPENDIX F - Absence Verification Form for Personal Necessity

APPENDIX F

Woodland Joint Unified School District
Absence Verification Form for Personal Necessity
Please submit completed form to Human Resources

Employee Name:	
Site:	Job Title:

Under Article 14.2.3 of the CSEA Contract, *advance notification* (at least twenty-four (24) hours) to the immediate supervisor must be provided for a classified employee to be eligible to use personal necessity leave for reasons #3, #5, #6, #7, and #8 listed below, unless it is an emergency. Advance notice is not required for reasons #1, #2, and #4 listed below.

Instructions:

This form is used by the employee to verify the reasons for the use of Personal Necessity (PN).

***Advance notification* is made by reporting the absence in Frontline.**

This form is to be completed by the employee to verify the use of Personal Necessity (PN). Please note that PN is deducted from available sick leave.

Date(s) of Absence:	

Select appropriate reasons:

☐ 1. Death of a member of the employee's immediate family when additional leave is required beyond that provided in Bereavement Leave section.
(Advance notice when feasible.)

☐ 2. Accident or illness involving the bargaining unit member's person or property or the person or property of a member of their immediate family.
(Advance notice when feasible)

☐ 3. Appearance in any court as a litigant, or as a witness under an official order.
(Advanced notice required.)

☐ 4. Emergency which is beyond the control of the bargaining unit member or for such other reasons of compelling personal importance. (Advance notice when feasible.)

☐ 5. Observances of religious holidays or civil obligations which cannot be conducted

before or after the workday. (Advance notice required.)

☐ 6. Matters pertaining to personal welfare. (Advanced notice required.)

☐ 7. Compelling personal matters that cannot be conducted after the work day, such as attending to a child's educational needs, appointments with professionals (attorneys, accountants, etc.), and attendance at immediate family weddings. (Advanced notice required.)

☐ 8. Personal necessity without verification (**"No-tell" days).** **Employees who have attained permanent status** may use up to four (4) of the seven (7) days of personal necessity per year, provided sick leave is available. **24-hours prior notification required**. Site administrator may limit the number of employee who may use this leave on any one day.

Signature:	