

AGREEMENT BETWEEN

THE BOARD OF TRUSTEES OF THE SAUSALITO MARIN
CITY SCHOOL DISTRICT

AND

THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Chapter 394



California School
Employees Association



JULY 1, 2026 - JUNE 30, 2028

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PREAMBLE

This Agreement is made and entered into this 26TH day of March, 2026, by and between the Sausalito School District, hereinafter referred to as the District, and the California School Employees Association and its Golden Gate Chapter #394 or its successors, hereinafter referred to as CSEA, and shall continue in force from July 1, 2026 to June 30, 2028.

The purpose of this Agreement is to promote the improvement of personnel management and employer-employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment.

The parties agree to reopeners for the 2027-2028 school year for Article VI (Pay and Allowances), Article VIII (Health and Welfare Benefits) and two Articles each to be determined later by each of the parties.

ARTICLE I RECOGNITION

1. Acknowledgement

The District hereby acknowledges that CSEA is the exclusive bargaining representative for all classified employees holding those positions described in Appendix A, attached hereto and incorporated by reference as a part of this Agreement. All newly created positions, except those that are lawfully certified, management, confidential, or supervisory shall be assigned to the bargaining unit. Disputed cases shall be submitted to the Public Employees Relations Board for resolution. The bargaining unit may be expanded to other classes by mutual agreement of the District and CSEA subject to the rules of the PERB.

The definition of management, confidential and supervisory employees shall be made by the District after consultation with the Association.

2. New Positions or Classes of Positions

All newly created positions or classes of positions, unless specifically exempted by law, shall be assigned to the bargaining unit if the job descriptions describe duties performed by employees in the bargaining unit or which, by the nature of the duties, should reasonably be assigned to the bargaining unit.

3. Job Description Update

The parties agree to update and revise all CSEA job descriptions by June 30th, 2027 (see Appendix A).

ARTICLE II
DUES DEDUCTION AND ORGANIZATIONAL SECURITY

1. The District shall direct all employees with questions about CSEA or dues to the CSEA Labor Relations Representative.
2. CSEA shall defend and indemnify the District for any claims arising from its compliance with this clause. This agreement shall satisfy District's duty to bargain effects of Janus decision.
3. CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.
4. Any unit member who is a member of CSEA or who has applied for membership may sign and deliver to CSEA a written assignment authorizing payroll deductions for membership dues. CSEA shall provide the District with written notification of all employees for whom CSEA has identified as authorizing payroll deductions for dues. The District shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.
5. Managers, supervisors and confidential employees shall refer any questions to the CSEA Labor Relations Representative. CSEA shall provide the District with written notification of any revocations or changes to employee authorizations for payroll dues deductions, CSEA agrees to furnish any information needed by the District to fulfill the provisions of this Article.
6. The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.
7. There shall be no charge by the District to CSEA for regular membership dues deductions.
8. **Membership Information**
The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members' Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.
9. **Hold Harmless**
CSEA shall defend and indemnify the District for any claims arising from its compliance with this Article and for any claims made by the employee for deductions made in reliance on information provided by CSEA to the District to deduct, cancel or change membership dues authorization. The District shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

10. The Association President or the President's designee shall be given permission to leave his/her work site during working hours to meet with an employee or group of employees to investigate matters pertaining to safety and sanitary working conditions, disputes and grievances. The President or the President's designee shall request release time from his/her supervisor. The District may reasonably delay granting releases time in order to maintain orderly operational duties
11. An accredited representative of the Association shall have reasonable access to appropriate areas of the employer's premises for the purpose of conducting Association business pertaining to the Agreement.
12. The employer shall permit the Association the use of facilities as needed by the Association. It is understood that the use of facilities and equipment may not interfere with the day-to-day flow of work.

ARTICLE III EVALUATION

1. Purpose
The District and Union agree that the purpose of the employee performance evaluation is to give the employee both positive feedback and constructive criticism, and to advise the employee as to whether or not standards for the employee's job classification are being met.
2. Evaluation Assessment Protocol
No evaluation of any unit member shall be placed in a personnel file without the opportunity for discussion between the employee and the evaluator. The employee shall have the right to review and respond to any derogatory evaluation, and the employee's written comments shall be included in the personnel file attached to the evaluation.
 - 2.1. A copy of the evaluation shall be given to and discussed with the employee prior to its placement in the employee's personnel file.
3. Time Frame for Evaluation
 - 3.1. Probationary employees shall be formally evaluated by the end of their 4th 3rd and 5th month of the probationary period. The probationary period shall be six (6) calendar months of work, or 130 days of paid service, whichever is longer.
 - 3.2. Permanent employees shall be evaluated once every year according to the following criteria:
 - 3.2.1. A permanent employee who has received 2 consecutive satisfactory evaluations may then be evaluated on an every other year basis.
 - 3.2.2. If any employee needs improvement in any category of the evaluation, he/she shall receive a follow-up evaluation after 3 working months. This evaluation will determine if the employee has met the suggestions/recommendations for improvement.
4. Refer to Appendix C for all Formal Evaluations
 - 4.1. Any evaluation that indicates that the employee is not meeting standards in any category shall include specific recommendations for improvements and a plan to assist the employee as appropriate.
 - 4.2. Evaluations shall be based on formal and informal observations by the site administrator of the employee's work, input from classroom teachers and/or input from other district administrators.

- 4.3. The employee shall be rated in each of the performance factor areas with one of the following: 1) Unsatisfactory 2) Needs Improvement 3) Satisfactory 4) Outstanding.
 - 4.4. The parties agree to mutually create a recognition plan to acknowledge where classified employees go above and beyond in the performance of their jobs.
5. Permanent Employees
- For permanent employees, the supervisor shall meet with the employee by the end of November to review the employee's evaluation. If an improvement plan is included in the evaluation, a follow up evaluation shall be completed by the end of May to review progress towards the plan.

ARTICLE IV DEFINITIONS

1. "Class"
Is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.
2. "Class Description"
Is the description of the duties, responsibilities, minimum qualifications, hours per day and days per year, and authority of positions in a class.
3. "Classification"
Is the act of placing a position in a class and shall be construed to mean that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of duties required to be performed in each such position, and the regular monthly salary ranges for each such position.
4. "Notice"
Whenever notice is required under this Agreement, and no form of notice is otherwise designated, notice to the District shall be by personal delivery to the Office of the Superintendent of written notice or First-Class Mail notice to the Office of the Superintendent, and notice to CSEA shall be written notice personally delivered to the President of the local chapter or First-Class Mail notice directed to the President of the local chapter.
5. "Permanent Employee"
An employee who is hired prior to January 1, 2020 and successfully completes an initial probationary period which shall not exceed 9 (nine) work months/180 work days beyond the initial date of employment by the District will be a permanent employee. Employees hired on or after January 1, 2020 will become permanent upon successful completion of a probationary period of six (6) months or 130 days of paid service, whichever is longer, beyond the initial date of employment by the District.
6. "Probationary Employee"
For employees hired prior to January 1, 2020, an employee will become permanent upon completion of a 9 calendar months of work/180 work days evaluation period. For employees hired on or after January 1, 2020, the probationary period shall be six (6) months or 130 days of paid service, whichever is longer. Vacation and holidays are counted as part of the probation period; time spent on leave of absence, including sick days, is not counted as part of the probation period.
7. "Promotion"
Is a change in the assignment of an employee from a position in one class to a vacant position in another class with a higher salary rate.

8. "Reclassification"
Is the upgrading or downgrading of a position as a result of the increase or decrease of the duties and/or responsibilities being performed by the incumbent in such positions.
9. "Reemployment"
Is the return to duty of an employee who has been on a reemployment list.
10. "Regular Employee"
Is any classified employee, whether permanent, probationary, full-time, or part-time, who is not a substitute, short-term, student employee, playground supervisor or professional expert employed for a specific project.
11. "Restricted Employee"²
Is an employee hired pursuant to any local-, state-, or federally funded program which restricts employment of persons in low income groups, designated impoverished areas, and any other criteria which restricts the privilege of all citizens to compete for employment under that program, except as may otherwise be specified by this agreement.
12. ⁴¹"Short-term Employee"
Is a person hired for a specific temporary project of limited duration which, when completed, shall no longer be required.
13. "Substitute Employee"
Is a person hired to perform duties of a position in the temporary absence of the employee who is regularly assigned to that position.
14. "Seniority"
For purposes of layoff shall be determined by length of service pursuant to Cal Educ. Code § 45308. The employee, who has been employed the shortest time in the class, plus higher classes, shall be laid off first. The parties shall meet in August 2023 to review the District's revised seniority list, which shall set forth employees' length of service in all classes. "Length of service" for purposes of "Seniority" shall be determined by the employee's first date in paid service for the District.

ARTICLE V HOURS AND OVERTIME

1. Workweek

The workweek shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District, except as provided in Section six (6) of this Article.

2. Workday

The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed, regular and ascertainable minimum number of hours which shall not be reduced except by mutual agreement, applicable negotiations or other applicable legal process.

2.1. Upon request of an employee, the District shall consider adjusting the time or shift of the work hours of an employee either on a long-term or short-term basis. The decision of the District will be based on the needs of the educational program and support services and due consideration for the expressed needs of the employee. The decision shall be in writing. The effective date of any change shall be subject to mutual agreement.

2.2. In the event that the District needs to change the timing of the work hours of the employee, the District representative will first discuss the proposed changes with the employee. The employee will have an opportunity to consult with their union representative and to respond. The employee needs to inform the District of any concerns or hardships that the proposed shift change has on the employee. After such consultation has taken place, the District will make a decision regarding the timing of the work hours and issue a written determination. Any changes included in the determination shall not be effective sooner than 7 calendar days from the date of the written notice.

2.3. In the event that the District needs to change the timing of the work hours of a specific classification due to bell schedule changes, instructional minutes, or District needs, employees will have an opportunity to consult with their union representative. After such consultation has taken place, the District will make a final decision regarding the timing of the work hours and issue a written determination. By June of the current school year, any changes included in the determination shall be shared with the unit members and go into effect the following school year.

3. Increase in Hours

When additional hours are assigned to a position on a regular basis, the assignment shall be offered to the employee in the appropriate class with the greatest seniority at the job site involved. If the senior employee declines the assignment, it shall be

offered to the remaining employees in the class in descending order of seniority until the assignment is accepted. The length of the work day shall be designated by the District for each employee.

4. Lunch Periods/Breaks

No employee covered by this Agreement shall be on duty for more than a four (4) hour period without being given an uninterrupted, unpaid lunch period of 40 minutes. An employee required to work during his/her lunch period within his/her classification shall receive pay at the rate of time and one-half for all time worked during the normal lunch period.

All employees covered by this Agreement are entitled to a 15-minute break which is to be coordinated with the site administrator/teacher.

5. Overtime

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

All hours worked beyond the workweek of five (5) consecutive days and/or forty (40) hours shall be compensated at the overtime rate. An employee having an average workday of four (4) hours or more shall be compensated for any work performed on the 6th or 7th day of the workweek at the rate equal to one and one-half times the regular rate of pay of the employee authorized to perform the work.

An employee having an average work day of less than four (4) hours during a workweek shall, for any work performed on the 7th day of the workweek, be compensated at a rate equal to one and one-half times the regular rate of pay of the employee designated and authorized to perform the work. Emergency calls will be paid at a minimum of two (2) hours.

6. Compensatory Time Off

Any employee in the bargaining unit shall have the option to take compensatory time off in lieu of cash compensation for overtime work. Compensatory time off shall be granted at the appropriate rate of overtime in accordance with Section five (5) of this Article. When compensatory time off is authorized, such compensatory time off may be accrued up to a maximum of forty (40) hours and shall be scheduled to the mutual agreement of the District and the employee. Overtime accrued beyond forty (40) hours will be paid in cash at the appropriate rate of overtime pay.

7. Overtime - Equal Distribution
Overtime shall be distributed and rotated as equally as is practical among employees in the bargaining unit within each job description. No employee shall be required to work overtime.
8. Work Related Information
Upon initial employment, or at the time of any change in classification or hours, an employee shall receive a copy of class specification, salary data, work location, duty hours, and prescribed workweek. A copy will also be sent to the President of the chapter.
9. Procedures to Report Absences
ASAP, but no later than 6:00 a.m. on the day of absence, unit members shall utilize the designated absence reporting system and report their absence, the reason, and any special confirmation that the District may need to know. By 2:00 p.m. of the day of absence, the unit member shall utilize the designated absence reporting system to report whether they will be at work the following work day or absent.
10. Leave Slips
If advance completion of a leave slip is not required then within 24 hours of returning from an absence, the employee shall complete a leave slip and leave it into the District office.
11. Late Arrival or Early Departure
Unit members are required to be at work at their designated start time for each work day. If a unit member is tardy to work, the unit member shall utilize the designated absence reporting system to report the late arrival time.

In the event that the unit member is leaving work earlier than their designated work hours, the unit member shall utilize the designated absence reporting system to report such departure time.
12. Sign-in Policy
All unit members will be required to sign-in and sign-out on a daily basis to ensure safety and accountability.
 - 12.1. The District shall not use sign-in and sign-out data to evaluate employees or to initiate disciplinary proceedings except for instances of egregious misconduct such as, but not limited to illegal drug use, theft, alcohol use, violence or sexual misconduct. Issues regarding employee absenteeism and/or tardiness shall be addressed through the procedures in Article XVII - Discipline.
13. Professional Development
Mandatory PD for all unit members to attend outside of regular school PD. Unit members are required to attend a maximum of 3 PD's of their choosing as approved by their supervisor and 3 PD's assigned by their supervisor.

- 13.1. Mileage
Unit members will be reimbursed for mileage at the IRS rate, parking, bridge toll, and meals according to District reimbursement rates as shown on the Conference Attendance Request or Staff Development Activity form.
- 13.2. Travel
Unit members will be compensated at their hourly rate for round trip travel time.
- 13.3. Compensation
Unit members will be compensated at their hourly rate of pay up to 8 hours. Beyond 8 hours will be compensated at the overtime rate.
- 14. Summer School
The District partners with consultants to run certain programming. When such programming takes place, the consultants will conduct all hiring of their staff. When the District runs such programs (i.e. ESY), the District will conduct an interview process and identify and select the most appropriate unit member to meet the needs of the students.
- 14.1. An employee who accepts a District run summer school (i.e. ESY) assignment shall receive their hourly rate.

ARTICLE VI PAY AND ALLOWANCES

1. Regular Rate of Pay

The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix 8, which is attached hereto and by reference incorporated as part of this Agreement. The regular rate shall include any longevity increment required to be paid under this Agreement.

Effective July 1, 2004, stipends will be paid for education as set forth below: For Associate Arts Degree (AA)-That amount is \$450. Effective July 1, 2005, employees who have obtained a Bachelor of Arts/Science Degree (BNBS) as their highest level of education shall receive a stipend of \$900. Effective July 1, 2023, employees who have obtained a Masters Degree as their highest level of education shall receive a stipend of \$1,800. Effective July 1, 2023, employees who have obtained a Doctoral Degree as their highest level of education shall receive a stipend of \$3,600.

Effective July 1, 2025, stipends will be paid for extra duties as set forth below:

- 1.0. Toileting Stipend:
Student Success Coaches assigned to Transitional Kindergarten or Kindergarten classrooms who volunteer for toileting responsibilities will receive a stipend of the TK-K Toileting Stipend of \$1,500.00.
- 1.1. 1 School Bulletin Board Stipend:
\$1,000.00.
- 1.2. 1 Cultural Events and Celebrations Decoration Stipend:
\$1,000.00.

Effective July 1, 2027, the salary schedule shall be increased as follows:

- 1.3. 2025-2026 Status Quo
- 1.4. 2026-2027 2% and a \$1,200.00 off schedule one-time payment effective July 1, 2026 and paid no later than July 31, 2026
- 1.5. 2027-2028 school year Re-open for 27-28 salary increase

Effective July 1, 2026, the District will not observe Cesar Chavez as a District Holiday, and it will be a working day for all CSEA unit members.

2. Prorated Salaries

Salaries for assignments of less than a regular workday or workweek shall be prorated using an hourly conversion scale of one hundred and seventy-four (174) hours per month.

3. Payment of Salary

Unit employees work ten (10), eleven (11) or twelve (12) months in a work year. All employees in the bargaining unit shall be paid once per month in accordance with their work year, unless another schedule is mutually agreed upon between the

parties and the employee. Payday is on or before the employee's last working day of the month.

4. **Placement on the Salary Schedule**
All new employees shall be placed on the appropriate range and step of the salary schedule (Appendix B). New employees having prior comparable experience in the classification for which they are hired shall be placed on the salary schedule no higher than Step 4 as determined by the Superintendent or designee and shall be based on such prior experience. Should circumstances point to the need for initial placement higher than Step 4, the parties agree to negotiate.
5. **Advancement on Salary Schedule**
All salary increases due to advancement in step (years of service) are made effective July 1 st of the year following completion of the conditions for said advancement.
6. **Supplemental Payroll**
Any payroll adjustment owed to an employee as a result of working out of class or recomputation of hours shall be made by issuance of a supplemental check no later than the fifteenth (15th) calendar day of the month following the month in which such action occurred. Payroll errors will be corrected within five (5) working days in accordance with Education Code 45167/88166.
7. **Mileage**
Classified employees who may be requested to use their own automobiles in the performance of their duties, and classified employees who are assigned to more than one (1) campus per day, shall be reimbursed for all such travel at the IRS approved rate.
8. **Lost Checks**
Any paycheck for an employee in the bargaining unit which is lost after receipt, or which is not delivered within five (5) days of mailing if mailed, shall be replaced no later than seven (7) working days after the employee notifies the payroll department for replacement of the check.
9. **Pay Increases**
The District shall pay all retroactive wage increases resulting from this Agreement or any amendments thereto, within thirty (30) days of the settlement, with no interest due.
10. **Compensation for Working Out of Classification**
Employees in the bargaining unit shall not be required to perform duties which are not included in their job descriptions, unless the duties reasonably relate to those indicated in the job descriptions, for any period of time which exceeds two (2) calendar days unless the following is adhered to:
 - 10.0. An employee may be required to perform duties not included in and inconsistent with his/her job description for a period of more than two (2)

working days provided that the employee's salary is adjusted 5% upward for the entire period he/she is required to work out of classification.

- 10.1. The District can provide for an upward salary adjustment for any employee in the bargaining unit required to work out of classification for any period of time less than provided for.

11. Longevity Increments

Effective July 1, 2023, the District shall compensate long service employees in the bargaining unit with a long service increment of an additional five percent (5%) upon completion of nine (9), fifteen (15), twenty (20), twenty-five (25) and thirty (30) years of service.

- 11.0. The increment shall be effective the first day of the month following the anniversary of employment.

- 11.1. The increment shall be reflective of the salary schedule in use at the time of the granting of the increment and shall thereafter be reflective of any subsequently adopted salary schedule.

12. Overnight field trip

Unit members who are asked and agree to attend an overnight field trip, will be paid a \$100 stipend per night in addition to their full pay for their regular work hours for the work days involved in the trip. If a trip starts or ends on a Saturday, Sunday or holiday, the unit member will receive a day of pay (regular number of work hours) at the regular rate of pay.

13. Part-Time Employees

When assignments of part-time employees exceed thirty (30) minutes per day for twenty (20) consecutive days, the employee's part-time assignment shall be changed to reflect the longer hours in order to acquire the properly increased prorated basis for sick leave, holiday, vacation and other benefits to which the employee is entitled in accordance with Education Code 45136-45137.

ARTICLE VII
EMPLOYEE EXPENSES AND MATERIALS

1. **Damage to Employee's Property**
The District shall fully compensate all bargaining employees for theft or damage to only that personal property the employee has been requested or authorized by the District to use in the course of his or her employment.

2. **Safety Equipment**
Should the employment duties of an employee in the bargaining unit reasonably require the use of any equipment or gear to insure the safety of the employee and/or his/her property, the District agrees to furnish such equipment or gear, or to reimburse the employee for the full cost of procuring such equipment.

3. **Non-Owned Automobile Insurance**
The District agrees to provide injury and property damage insurance to protect employees in the event that they are required to use their personal vehicles on District business. By law, the employee's automobile insurance is the primary coverage.

4. **Physical Examinations**
The District agrees to provide the full cost of any medical examination required as a condition of employment or continued employment including, but not limited to, the provisions outlined in California Education Code Section 11708 or its successor.

ARTICLE VIII HEALTH AND WELFARE BENEFITS

1. Employee and Dependent Insurance Coverage

- 1.1. For all full-time unit members, the District shall pay a maximum total equal to the annual cost of Single plus One (1) coverage under the traditional Kaiser plan through September 30, 2027. To the extent that premium costs exceed the District contribution, the unit member shall pay the difference in costs on a monthly basis by way of payroll deduction.
- 1.2. The District shall provide each classified employee with Kaiser Insurance, and the Delta Dental Service Plan.
- 1.3. The District shall provide the option to participate in Vision Service Plan (VSP) equivalent to that offered to the Certificated staff.
- 1.4. An IRS 125 Plan is available to pay premium costs.
- 1.5. No amount of the District contribution may be taken by cash in lieu.
- 1.6.
- 1.7. Part-time employees hired on or after July 1, 2004, who work at least .5 FTE will be entitled to a District contribution for health and welfare benefits prorated based on hours worked compared to a full-time position in that classification.
- 1.8.
- 1.9. The parties agree to form a joint Health and Welfare Benefits committee to research plan options that would be more beneficial to the parties.

2. Benefit Plan Continuation

The District agrees to provide all active employees in the bargaining unit payroll deduction and premium incorporation rights for all applicable benefit programs and shall remit the money along with other regular payments to benefit providers.

The District agrees to keep an annually updated list of benefit plans available to the employees.

Employees who retire from the District prior to age 65, with at least fifteen (15) years of service, will be provided with District paid health benefits. This coverage shall be at the employee-only rate. Any retired employee choosing a more costly plan will pay the difference between the plans. This coverage will be available for 24 months but will expire, regardless, when the employee reaches his or her 65th

birthday. The District will notify the employee of the pending expiration at least two months prior to the final payment.

Employees who retire from the District prior to age 65, with at least ten (10) years of service, will be allowed to participate in District health benefits at the employee's own expense.

3. 125 Plan

The District and CSEA agree that the District will have a 125 Plan available for classified staff no later than October payroll.

The Plan will be American Fidelity or another mutually agreed upon plan.

The Plan will be a full flex plan.

ARTICLE IX HOLIDAYS

1. Holidays and Eligibility

Effective July 1, 2023, the following holidays shall be observed as legal holidays with pay for all classified employees.

New Years Eve, New Year's Day, and the Day After New Years
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Memorial Day
Juneteenth
Independence Day
Labor Day
Indigenous Peoples' Day
Veteran's Day
Thanksgiving Day and the Day after Thanksgiving
Christmas Eve and Christmas Day

An employee shall be entitled to the paid holidays listed above provided they are in paid status during any portion of the working day immediately preceding or succeeding the holidays. All employees are entitled to the holidays above.

2. Work Year Calendar

Regular District employees have the following work year calendar:

Position	Total workdays (not including holidays)
Student Success Coaches -5 days before first day of school	187 Work Days
School Administrative Assistant -10 days before first day of school -Through June 30th	205 Work Days
Cafeteria Worker -2 days before first day of students -1 day after last day of students	183 Work Days
Maintenance/Custodial Worker	12 month employees
Custodial/Maintenance/Grounds/Driver	12 month employees
Lead Custodian Day Shift	12 month employees

Maintenance/Grounds	12 month employees
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*Effective 27-28 all District employees will receive March 31st as an annual holiday, increasing the holidays from 16 to 17.

3. Calendar Approval Communication with CSEA
Prior to Board approval of the school calendar each year, CSEA will be provided notification and have the opportunity to negotiate (per EERA) if requested by CSEA.

ARTICLE X VACATION PLAN

1. **Eligibility**
All employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis - July 1st through June 30th.
2. **Paid Vacation**
Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. Upon mutual agreement of the District and an employee, his/her vacation may be granted during the fiscal year in which it is earned.
3. **Accumulation**
Vacation time shall be earned and accumulated on a monthly basis in accordance with the following provisions:
 - 3.0. During the first, second, and third years of employment, an employee shall earn and accumulate one (1) day of paid vacation for each month or major fraction thereof in which the employee is in paid status.
 - 3.1. During the fourth, fifth, and sixth years of employment an employee shall earn and accumulate one and one-fourth (1 ¹/₄) days of paid vacation for each month or major fraction thereof in which the employee is in paid status.
 - 3.2. During the seventh year of employment and after an employee shall earn and accumulate one and three-quarters (1 ³/₄) days of paid vacation for each month or major fraction thereof in which the employee is in paid status.
4. **Vacation Pay**
The per day rate of vacation pay shall be the same as that which the employee would have received had that employee been in a working status.
5. **Vacation Pay Upon Termination**
When an employee in the bargaining unit is terminated for any reason, he/she shall receive in cash, all unused vacation pay earned and accumulated up to and including the effective date of the termination.
6. **Vacation Postponement**
If a bargaining unit employee's vacation becomes due during a period when he/she is on approved leave, he/she may have his/her vacation date changed. The employee may elect to have his/her vacation rescheduled in accordance with the vacation schedule at that time, or may request to carry his/her vacation over to the following year.

7. **Vacation Carryover**
An Employee may carryover only the maximum vacation applicable to the employee's years of service.

Years of Employment	Maximum Carry Over
2-5 years	5 days
6- 10 years	10 days
11 plus years	15 days

8. **Holidays**
Legal and Board declared holidays falling within a vacation period shall not be counted as part of an employee's vacation.

9. **Vacation Scheduling**
Vacations shall be scheduled at times requested by bargaining unit employees so far as possible. All employees shall have the right to take their vacation days consecutively if consistent with the District work requirements.

Vacations for employees working in the same class shall be scheduled on a seniority basis.

10. **Interrupting of Vacations**
An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the employee supplies appropriate notice and supporting information regarding the basis for such interruption or termination.

11. **School Year Employees**
10-month employees shall be paid out for their vacation accrual on a monthly basis.

ARTICLE XI LEAVES

1. Bereavement Leaves

Employees shall be granted a leave in accordance with Education Code 45194 with full pay in the event of the death of any member of the employee's immediate family. The immediate family is defined as husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, guardian, foster parent, step-parent, step-son, step-daughter, foster son, foster daughter, brother-in-law, sister-in-law, or any relative of either spouse living in the immediate household of the employee. Education Code 45194 provides for three (3) days of leave for in-state travel and up to five (5) days when travel outside the state is required. Effective January 1, 2023, if travel out of state is not required, an employee is entitled to up to two (2) additional days leave of absence without pay (for total of five (5) days); however, an employee may use vacation, personal leave, accrued and available sick leave or compensatory time off for these additional days of bereavement leave. Bereavement leave shall be completed within three (3) months of the date of death. This period may be extended by the Superintendent or his/her designee for good cause. Bereavement leave days need not be taken consecutively.

2. Jury Duty and Court Appearances

Any employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty or appear in court as a witness pursuant to subpoena related to the employee's work.

The District shall pay the employee the difference, if any, between the amount received from the court and the employee's regular rate of pay.

3. Military Leave

An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave. The District will provide an employee on military leave full pay for the first thirty (30) calendar days of such leave.

4. Sick Leave

Provisions for leaves of absence for illness or injury shall be made in accordance with California Education Code 45191, with the following additions:

- 4.1. Sick leave is earned at a rate of one (1) day per month that an employee is in paid status for at least one half the work days of that month. The earned day is prorated based on the employee's status compared to full time. For example, full-time 10-month employees earn ten (10) days of sick leave per year. Effective with the 2003-04 school year, annual sick leave will be posted up front for the entire year. In the event that an employee uses the leave before it is actually earned and then leaves employment, the final paycheck will reflect appropriate deductions.

- 4.2. If a unit member is absent for less than 2 of their full workdays in a school year, the unit member will receive \$50 for part-time employees (4 hours or less), \$100 for employees working more than 4 hours/day to be paid at the end of the school year. (Employed for at least 7 months).

5. Sick Leave Verification

Verification of sick leave absence up to five (5) consecutive working days shall be made by the classified employee through the filing with the office of the district superintendent of a signed statement explaining the cause of absence. In the event of the absence being more than five (5) consecutive working days, the employee shall file with the office of the superintendent a statement signed by a physician to show cause of the absence, unless waived by the superintendent or his/her designated representative. Under unusual circumstances the superintendent may request a physician's statement for an absence of five (5) days or less. If the cost of the physician's visit is not compensated for by insurance, the cost of said visit will be paid for by the District.

- 5.1. Classified employees on leave of absence without pay shall not lose accumulated sick leave. However, they shall not accrue sick leave for the period of absence.
- 5.2. When an employee is absent from his/her duties on account of illness or accident for a period of one hundred (100) workdays or less, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due him/her for any month in which the absence occurs, shall be 50% of base pay after all other sick leave is exhausted. The total paid sick leave shall not exceed one hundred (100) days in the fiscal year. Said leave shall not be cumulative.
- 5.3. Entitlement to sick leave provisions under this section shall be used after entitlement to all regular sick leave and must be accompanied with a leave request form with medical certification of the need for absence. Use of accumulated compensatory time and vacation would be an employee option. Provisions of this leave will be allowable under industrial accident and injury leave.
- 5.4. At the time of retirement all unused sick leave will be applied to the employee's retirement benefits as allowed by state law.
- 5.5. An employee may use up to half of their annual accrued sick leave to care for the illness of the employee's spouse, mother (step-mother), mother-in-law, father (step-father), father-in-law, husband, wife, son (step-son), son-in-law, daughter (step-daughter), daughter-in-law, brother, sister, grandparent, legal guardian, foster children, grandchild (step-grandchild) of the unit member or spouse, or any relative living in the immediate household as a close family member of the unit member, or a "designated

person" as defined under Labor Code section 245.5. "Designated person" for purposes of this section means a "person identified by the employee at the time the employee requests paid sick days." The employee shall identify the designated person at the time they request the leave. The employee shall be limited to one designated person per 12-month period for paid sick days pursuant to this section. All conditions and restrictions on the use of sick leave as outlined in this Article shall apply. This allocation of Kin Care leave under Labor Code section 233 is distinct from the leave allowance for Personal Necessity as outlined in this Article.

6. Industrial Accident and Illness Leave

Provisions for leaves due to industrial accident or illness are to be made in accordance with the California Education Code 45192 with the following amendments: An employee suffering an injury of illness arising out of and in the course and scope of his/her employment shall be entitled to a paid leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred. The District shall not require a specified period of service for eligibility under this section.

7. Break-in-Service

No absence under any paid leave provisions of this article shall be considered a break-in-service for any employee who is in paid status and all benefits accruing under the provision of this Agreement shall continue to accrue under such absence.

8. Personal Necessity Leave

Up to seven (7) days of absence earned for sick leave in a school year may be used by the employee at his/her election, in cases of personal necessity on the following basis:

- 8.1. The death of a member of the employee's immediate family when additional leave is required beyond that provided under "Bereavement Leave."
- 8.2. As a result of an accident involving an employee's person or property or the person or property of his/her immediate family.
- 8.3. Graduation of a child from elementary school, high school or college.
- 8.4. Final examinations for employees seeking self-improvement through educational opportunities.
- 8.5. Birth of a child in the immediate family.
- 8.6. Such other reasons approved by the District.
- 8.7. Any business, civic endeavor, religious holiday, or activity which cannot be conducted before or after the school day without causing inconvenience to the classified employee.

9. **Child Rearing Leave**
An employee who is the natural or adoptive parent of a child shall be entitled to an unpaid leave of absence for the purpose of rearing his/her child. Such leave shall be for a maximum period of one (1) year and shall be granted upon giving the District one (1) month's notice prior to the anticipated date on which the leave is to commence.
10. **General Leaves**
When no other leaves are available, a leave of absence may be granted to an employee on an unpaid basis at any time upon any terms acceptable to the District and the employee.
11. **Unpaid Leaves**
Unless otherwise agreed to in writing by the District and the employee, all unpaid leaves are without fringe benefits.
12. **Family Care Leave**
It is the intent of this section to make available to employees leave under the Federal Family Leave Act (FMLA) and the California Family Rights Act (CFRA) (Government Code section 12945.2). This section shall be applied and interpreted in accordance with the state and federal law and regulations.
 - 12.1. **Eligibility**
An employee with one (1) year of continuous service is eligible for the leaves described below. Purposes for Which Leave May Be Taken:
 - 12.1.1. Birth, adoption or foster care placement of a child;
 - 12.1.2. Care of a child (including foster, step, and adult children, and legal ward(s), parent (including person who stood in loco parentis to the employee), spouse, or designated person with a serious health condition that requires day-to-day care by the employee. A designated person is defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship. An employee may define their designated person at the time of their request for leave. An employee shall be limited to one designated person per 12-month period for family care and medical leave.
 - 12.1.3. Disability of the employee [except that CFRA excludes pregnancy disability which is covered under Government Code section 12945(b)(2)] and this agreement.
 - 12.2. **Duration of Leave**
All leave is unpaid. Leave may be taken for a total of twelve (12) work weeks in a twelve (12) month period. Leave is pro-rated for part time employees. Intermittent leave in the form of reduced work days or work weeks may be taken. Intermittent leave shall be scheduled, to the extent possible, to minimize disruption to the District.
 - 12.3. **Time for Commencement of Leave:**
 - 12.3.1. Leave for birth or adoption of a child must commence within one (1) year of the birth or adoption. Leave need not be taken at one

- time.
- 12.3.2. The employee shall be required to first use accrued vacation, compensatory time off and other available paid leave, except sick leave unless the leave is taken because of the employee's own illness or the employee agrees to the use of sick leave,
- 12.3.3. Pregnancy disability leave is treated separately under CFRA [See Government Code section 12945(b)(2)].
- 12.4. Employee Notice
If the need for leave is foreseeable, the employee shall provide the District with reasonable (at least 30 days) written notice.
- 12.5. Continuation of Benefits
The District will continue to pay the employee's health benefits to the same extent the District would have paid for such benefits if the employee would have continued working. To the extent the District continues to pay for other benefits for employees on unpaid leaves, it must do so for employees under Family Medical Leave Act (FMLA) (federal) and California Family Relief Act (CFRA).

If the District does not pay such benefits, it must permit the employee to pay for them. Benefits include, but are not limited to, disability, life insurance, and retirement contributions. If authorized by the Education Code, members of the Public Employees Retirement System (PERS) may purchase service credit for time spent on family care leave.

An employee who is on leave without pay under Family Care Leave, who has elected not to continue benefits while on the Family Care Leave, shall be allowed to re-enroll in the medical program in which the employee participated prior to the leave without pay, subject to carrier approval.
- 12.6. Status While on Leave
Leave does not constitute a break-in-service for purposes of seniority or longevity.
- 12.7. Husband and Wife Employees
If both spouses are employed by the District, the aggregate leave for both employees is limited to twelve (12) weeks for the care of a newly-arrived child or sick parent. For other purposes, each employee is entitled to twelve (12) weeks of leave.
- 12.8. Verification
The employee shall provide verification of the need to care for a spouse, parent or child or for the employee's own serious health condition. Verification may be provided by a physician, osteopath or other health care provider designated by the Secretary of Labor. The District may, at its expense, require additional medical evaluation of the employee's own health condition (but not the employee's spouse, parent, or child).
- 12.9. Serious Health Condition
A serious health condition is an illness, impairment, or physical or mental condition involving in-patient care, continuing treatment, or supervision of a health care provider.

12.10. Right to Reinstatement

An employee is entitled to reinstatement to the same or a comparable position except that a salaried employee who is among the highest paid ten percent (10%) of the District employees may be denied reinstatement if the reinstatement would cause substantial economic injury to the District. The District must notify the employee of the intent to deny reinstatement as soon as that decision is made. If the notice is given after commencement of the leave, the employee has to return to work following receipt of the notice.

A part-time employee who takes Family Care Leave in accordance with this section, and who elects not to continue dental coverage, will be allowed to re-enroll at the end of the leave. The District will request that the carrier allow the employee to participate at the same percentage level as was in effect at the time leave was initiated.

13. Domestic Partners

If required by state or federal law, it is understood that the District will apply the above leave benefits to individuals who qualify as domestic partners of employees. In order to have a person qualify as a domestic partner, the employee must file the name and appropriate certification with the District.

14. Parental Leave

It is the intent of this section to make available to employees paid "parental leave" pursuant to Education Code section 45196.1. This section shall be applied and interpreted in accordance with the applicable laws and regulations, and it intended to be consistent with such laws and regulations.

14.1. For purposes of this section, "parental leave" means leave for the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee. Employees are entitled to up to 12 workweeks (maximum) of paid "parental leave" in a 12-month period. Parental leave need not be continuous from the birth, adoption or foster care placement of the child and may be taken up to one calendar year from the birth, adoption or foster care placement.

14.2. An employee may elect to use their accrued sick leave during the parental leave, and only after exhausting all available accrued sick leave, the employee shall be compensated at 50% of their base pay for the remaining portion of the 12-workweek period of parental leave. The 12-workweek period of parental leave shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave.

- 14.3. An employee shall not be provided more than one 12-workweek period for parental leave during any 12-month period. However, if a school year terminates before the 12-week period is exhausted, the employee may take the balance of the 12-week period in the subsequent school year.
- 14.4. Parental leave may be taken intermittently, but leave must be taken in a minimum of two (2) weeks duration, except that leaves of shorter duration may be taken twice during the 12-month period. When both parents of a child are employees of the District, each parent shall be entitled to 12 workweeks of parental leave.
- 14.5. Any parental leave taken pursuant to this section shall run concurrently with CFRA baby bonding leave taken pursuant to Government Code section 12945.2, and the combination of both leaves shall not exceed twelve (12) workweeks in a twelve (12)-month period.
- 14.6. An employee must have been employed at least 12 months to qualify for parental leave under this section. An employee need not work any minimum number of hours to be eligible for parental leave under this section.
- 15. **Pregnancy Disability Leave**

In cases of pregnancy disability, employees shall be granted an unpaid leave of absence of up to four (4) months upon written application to the Superintendent or designee through the immediate supervisor. The beginning and ending dates of the leave shall be determined by the Superintendent or designee on the basis of the employee's physical condition as certified by her health care provider, in the best interests of the welfare of the employee and the District.

 - 15.1. Any period of actual physical disability connected with a disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefrom, shall be treated as any other physical disability, and any accrued sick leave or other salary continuance benefits shall be available to the employee. Physical disability, for purposes of this Article, shall be defined as a period during which the employee is unable to perform job-related duties. The period of actual disability shall be supported by a written statement from the employee's health care provider.
 - 15.2. The period of medical disability due to pregnancy or related medical condition shall be treated in the same manner as other absences for temporary disability.
 - 15.3. Leave for beyond the period of actual physical disability may be granted in accordance with the provisions pertaining to other uncompensated leaves. No compensation, sick leave, or employee benefits will be granted.
 - 15.4. The date which the employee may return to her position after pregnancy or related medical condition, or recovery therefrom, shall be determined by the employee and the employee's health care provider.

- 15.5. This Article shall not be construed so as to deprive any employee of sick leave rights under other sections of the Education Code for absence due to illness resulting from pregnancy.
16. **Catastrophic Leave**
Catastrophic Leave is leave with pay due to a verifiable life-threatening or critical event which exceeds ten (10) days, (not necessarily consecutive) which incapacitates the unit member or a member of the unit member's immediate family [or spouse or dependent minor child] which requires the unit member to take time off to care for that family member [or the spouse or child] and creates a financial hardship for the unit member because the unit member has exhausted all sick leave and other paid leave.
- 16.1. Catastrophic leave is made available by accrued sick leave hours or accrued vacation hours donated by classified employees.
- 16.2. Unit members donating accrued vacation or accrued sick leave hours must donate in increments of whole hours.
- 16.3. Regular classified employees of the District who have successfully completed an equivalent to one full work year shall be eligible for this leave.
- 16.4. A unit member requesting a catastrophic leave must provide a physician's detailed verification of the catastrophic illness or injury of the unit member or immediate family member for whom the unit member provides care and an estimated date of return to work.
- 16.5. Upon receipt of the unit member's request for catastrophic leave and the physician's verification of the catastrophic illness or injury to the unit member or family member, the District will provide the donation form to CSEA unit members.
17. **Reproductive Loss Leave**
A unit member shall be entitled to a maximum of five (5) days leave of absence following a reproductive loss without loss of salary. This leave must be taken within three (3) months of the reproductive loss event.
- 17.1. Reproductive loss means the day of, or in the case of a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction.
- 17.2. If a unit member experiences multiple reproductive losses, they may utilize a maximum of twenty (20) days of leave within a twelve (12) month period.
- 17.3. If both parents suffering a reproductive loss are employed by the District, they are each entitled to utilize up to five (5) days of leave.
- 17.4. Unit members may use available bereavement leave, accrued and available sick leave in cases of reproductive loss. If all other available leaves have been exhausted, the leave will be unpaid.

ARTICLE XII TRANSFERS

1. Openings on Staff

All job openings shall be both posted on appropriate bulletin boards and sent via District email to all classified employees. Existing staff shall be given preference in filling those vacancies, all other considerations being equal, and as may be permitted by law.

In the event that two (2) or more employees are equally qualified, the employee with the greatest seniority shall fill the position. It shall be the duty of any employee on leave during the period of the posting to keep his/herself informed of vacancies.

Permanent employees who change classification will have a three (3) month probationary period. Evaluation of such employees will be made at the end of six (6) and twelve (12) weeks. Should an employee receive an unsatisfactory evaluation or during the evaluation period choose not to continue in the new position, he/she shall have the right to return to his/her former position if the District still maintains such a position.

2. Involuntary Transfer

Once an employee has initially been assigned to either the Nevada Street Campus, or the Phillips Street Campus, that employee shall not be involuntarily transferred to the other campus except as follows:

- 2.1. An involuntary transfer may be made by the District at any time for any of the following reasons:
 - 2.1.1. Change of enrollment or workload necessitating the transfer of classified staff ("student-need involuntary transfer"), subject to the process outlined below in subsection (b); or
 - 2.1.2. The Superintendent determines that the involuntary transfer is in the best interests of the District and employee for operational efficiency and/or necessity ("employee-need involuntary transfer").
- 2.2. If the Superintendent determines that a student-need operational necessity exists creating a need to transfer a classified employee, the Superintendent shall:
 - 2.2.1. Communicate the student-need operational necessity to CSEA's Chapter President and designated Labor Relations Representative, and simultaneously send a general announcement to all classified employees identifying the classification, details of assignment (identifying classroom, start/end time of the proffered assignment, and grade level of students), and request volunteers from their current campus who would be willing to transfer to the impacted campus in need of the transfer;
 - 2.2.2. The foregoing notice shall afford employees five days in which to volunteer. Reminders may be sent during this five-day window;
 - 2.2.3. If an employee volunteers for the transfer, they shall be transferred.
 - 2.2.4. If no employee volunteers for the transfer, the Superintendent may

- involuntarily transfer the least senior employee working at their current campus to the impacted campus in need of the transfer.
- 2.3. No employee shall have their daily working hours reduced as a result of an involuntary transfer.
 - 2.4. Involuntary transfers shall not be used for disciplinary purposes and are limited to the reasons identified above.

ARTICLE XIII
LEAVE OF ABSENCE FOR RETRAINING AND STUDY

1. Provisions

Provisions for a leave of absence for retraining/study may be granted in accordance with the California Education Code Article 4.5, Retraining and Study, Section 13670-77.

Any leave of absence granted under this policy shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing service to the granting of any subsequent leave under this type of leave, nor shall employee earn vacation pay, sick leave, holiday pay or other benefits provided under this Agreement.

2. Visitation/Workshop Leave

The District may grant an employee two (2) days paid leave for directly related job education. Included are educational workshops and conferences and visits to other schools. The employee and District shall work out a mutually agreeable arrangement for taking this leave.

ARTICLE XIV GRIEVANCE PROCEDURE

1. Definition
A grievance is defined as an allegation by a grievant that he/she has been affected by a violation of the specific provisions of this Collective Bargaining Agreement.
 - 1.1. "Days" - All references to "days" means days District Office is open for business.
2. The Grievant
The grievant may be the employee or the union to Step 3. Afterward the grievance must be carried by the union.
3. Procedure
Grievances shall be handled in the following manner using forms in Appendix E.
 - 3.1. Step One - Informal Level
The grievant shall first try to resolve the matter by a meeting with the immediate supervisor within ten (10) days of the incident giving raise to the grievance. An employee or the union may present grievances directly. Grievances shall be submitted to his/her immediate supervisor. If a grievance is not satisfactorily adjusted informally, the grievance may proceed to Step Two. Informal grievance forms shall be used.
 - 3.2. Step Two - Formal Level
An employee may present his/her grievance to the immediate job supervisor directly within ten (10) days of the informal level meeting response by supervisor. It shall be a concise written statement of the grievance, the specific violation, the circumstances involved and the specific remedy sought. If the grievance is not satisfactorily adjusted within five (5) days after its submission, the immediate supervisor shall on the sixth (6th) day reduce to writing his/her response to the grievance. This response shall be submitted to the employee within seven (7) days of the submission of the grievance.
 - 3.3. Step Three
In the event the grievant is not satisfied with the decision of Step Two, the grievant may appeal the decision in writing to the Superintendent or his/her designee, within five (5) days after receiving the decision from Step Two. Failure by a grievant to appeal the supervisor's decision within the specified time shall be considered an acceptance of that decision. The appeal shall include a copy of the original grievance, the decisions rendered by the immediate supervisor and a statement of the reasons for the appeal.

Within five (5) days after the receipt of the grievance at Step Three, the Superintendent shall hold a meeting at which the grievant and the immediate

supervisor of the grievant shall be present to discuss and seek to resolve the grievance. All parties shall be notified in writing of the Superintendent's response within two (2) days of the meeting.

3.4. Step Four

If the grievant is not satisfied with the response at Step Three, the grievant may seek permission from the union to pursue the grievance to Step Four. The union shall review the matter and determine either to not proceed, to request agreement from the District to proceed to mediation (Step Four), or proceed to Step Five. This determination shall be in writing from the union within ten (10) days of the Superintendent's written response.

Upon receipt of the union's request, the District shall decide whether to agree to go to mediation. This decision shall be made in writing and forwarded to the union within five (5) days. Failure of the District to respond shall be deemed a denial. The union will have five (5) days from written denial or failure to respond to activate Step Five.

If both parties agree to mediation, the union shall contact the State Mediation and Conciliation service for the appointment of a mediator. If mediation is not successful, the union may go to Step Five within five (5) days of written notice by the mediator that mediation has ended without resolution.

3.5. Step Five

If the grievance is not satisfactorily adjusted at Step Three, the grievant and Association may appeal in writing the Superintendent's decision to the Board of Trustees within ten (10) days after receiving a decision from Step Three. Failure by a grievant to appeal the decision within the specified time limits shall be deemed an acceptance of the decision. The appeal shall include a copy of the original grievance, the decisions rendered, and a statement of reasons for the appeal.

At the next regular Board of Trustees meeting, which is scheduled at least ten (10) days after the receipt of the appeal, the grievant shall have the opportunity to testify, present evidence and witnesses pertaining to the grievance. Within five (5) days after this meeting, the Governing Board will deliver to the grievant its written response to the grievance.

The decision of the Board of Trustees shall be final unless in any legal action brought as a result of this Agreement, a court shall find, on the basis of the Board record considered as a whole, that the decision of the Board was not supported by substantial evidence.

4. Rights of Classified Employees to Representation
 - 4.1. No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or the Board against any grievant, any party in interest, any member of CSEA or the bargaining unit, or any other participant in the grievance procedure by reason of such participation.
 - 4.2. A bargaining unit employee member has the option of representing himself/herself up to and including Step 3 or being represented by CSEA.
5. Miscellaneous
 - 5.1. If a grievance arises from action or inaction on the part of an immediate supervisor, the grievant shall submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level III.
 - 5.2. Should the District Representative at any level be absent during the provided time period, the grievant has the right to appeal to the next level.
 - 5.3. Decisions rendered at Levels II and III of the grievance procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to the grievant. Time limits for appeal approved at each level shall begin the working day following receipt of the written decision by the parties of interest.
 - 5.4. During the period of grievance, all documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

ARTICLE XV SEVERABILITY

1. **Savings Clause**
If, during the life of this Agreement, there exists any applicable law or any applicable rule, regulation or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended to be of no effect hereunder so long as such law, rule, regulation or other shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in force and effect.
2. **Replacement for Severed Provisions**
In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.
3. **Amending Contract**
This Agreement can be altered or amended prior to its expiration upon the mutual agreement of both parties.

ARTICLE XVI MANAGEMENT RIGHTS

1. **Rights**
It is understood and agreed that the District has all the customary and usual rights, powers, functions and authority to discharge its obligations. Any of the rights, powers or authority which the District had prior to the execution of this Agreement are retained except as those rights, powers, and functions of authority which are specifically abridged or modified by this Agreement or by any supplement to this Agreement arrived at through the process of collective bargaining.
2. **Reclassification**
 - 2.1. The parties agree that changing conditions may warrant reclassification of positions and/or classes as part of the bargaining unit. It is also recognized that both the employer and the Association have vested interest in such reclassification.
 - 2.2. Reclassification means the redefining of a position to account for changes in duties or work that may alter the nature of the job.
 - 2.3. The District, Association, or an employee may request position reclassification.
 - 2.4. When position(s) reclassification(s) are requested, the other parties may respond within fifteen (15) working days.
 - 2.5. Disputes pertaining to reclassification shall be subject to negotiations between the District and the Association insofar as the reclassification relates to the scope of representation.
 - 2.6. The Board of Trustees shall retain final authority in reclassification matters that are outside the scope of representation.

ARTICLE XVII DISCIPLINE

1. Disciplinary Action

The following formal disciplinary action(s) may be taken by the District against a permanent employee for the causes listed in Section B of this Article.

1.1. Dismissal

Dismissal is removal from the employment of the District.

1.2. Suspension

1.2.1. An employee may be relieved of duty, but shall not be denied pay until these disciplinary procedures have been completed.

1.2.2. In the event that an employee is suspended without pay pending conclusion of proceedings under Section B, subsection 12 or 13 of this Article, and should the employee not be convicted of such offense or offenses, and should the Governing Board find the offense or offenses did not occur and impose no disciplinary action, the employee shall be entitled to return of pay for the period of suspension without pay.

1.2.3. The unit member may be suspended immediately if such action is necessary for the protection of students, employees or the District.

1.3. Involuntary Demotion

Involuntary demotion for cause is placement in a lower classification.

2. Cause

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

2.1. Incompetence inefficiency in the performance of duties of his/her position.

2.2. Inability to perform assigned duties due to failure to meet or retain job qualifications (including but not limited to failure to possess required licenses, failure to pass required tests).

2.3. Insubordination (including, but not limited to, refusal to do assigned work).

2.4. Negligence in the performance of duty or the care or use of District property.

2.5. Discourteous, offensive, or abusive conduct or language toward other employees, pupils or the public.

2.6. Dishonesty.

2.7. Drinking alcoholic beverages on the job, or reporting for work while intoxicated.

2.8. Addiction to the use of narcotics or a restricted substance, use of narcotics or restricted substances while on the job or reporting to work while under the influence of a narcotic or restricted substance.

- 2.9. Personal conduct unbecoming an employee of the District while on duty.
- 2.10. Conviction of any crime involving moral turpitude.
- 2.11. Conviction, a plea of guilty, or a plea of nolo contendere for a sex offense as defined in California Education Code section 44010.
- 2.12. Conviction of a narcotics offense as defined in California Education Code section 44011.
- 2.13. Absence without leave or abandonment of position after five days.
- 2.14. Repeated tardiness.
- 2.15. Abuse of leave privileges.
- 2.16. Excessive absenteeism.
- 2.17. Falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records or any other District records.
- 2.18. Persistent violation that is documented, or refusal to obey safety rules, regulations made applicable to public schools by the Governing Board or by an appropriate federal, state or local governmental agency.
- 2.19. Willful and persistent violation that is documented of the California Education Code, Board Policies or Administrative Regulations of the District after the employee has received a copy of such.
- 3. Dismissal Procedure
 - 3.1. Progressive Discipline
 - 3.1.1. The District agrees that before commencing any formal disciplinary action that a progressive disciplinary procedure will typically be followed except where the nature of the misconduct warrants immediate and formal discipline.
 - 3.1.2. Progressive disciplinary procedure means at least the receipt of two (2) Notices of Concern and/or Letters of Reprimand.
 - 3.2. Written Notice

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

 - 3.2.1. Statement of Charges. A statement of the specific charges against the employee shall be written in ordinary concise language of the specific acts and omissions on which the disciplinary action is based and shall include the cause and any rules and regulations which have been violated. No charge, however, shall be made which occurred prior to the employee's becoming permanent nor more than two (2) years from the filing of this statement of charges.

- 3.2.1.0. Before the Statement of Charges is finalized and issued, the supervisor shall meet with the employee to review the draft and provide the employee with an opportunity for any further response or additional information.
- 3.2.2. Right to a Hearing. The employee may request a hearing in writing within ten (10) calendar days after service of the statement of charges. A card shall be provided to the employee, the signing of which shall constitute a demand for a hearing and denial of all charges. Failure to request a hearing within the ten (10) calendar days shall be deemed to be a waiver of the right to the hearing.
- 3.2.3. Access to Material. The employee may, upon request, have copies of the material upon which the charges are based.
- 3.3. Hearing
 - 3.3.1. The hearing shall be held within a reasonable period of time but not sooner than ten (10) calendar days after the filing of a request for a hearing. The parties will attempt to mutually schedule the hearing.
 - 3.3.2. If the employee does not request a hearing by the set date, disciplinary action may be taken without a hearing.
 - 3.3.3. The employee may be represented at the hearing by a representative of his/her choice.
 - 3.3.4. The hearing shall be conducted before the Governing Board or before its designee.
 - 3.3.4.0. Hearing Before the Governing Board
 - 3.3.4.0.0. The employee shall have the right to personally appear and, testify, to call favorable witnesses, and to cross-examine adverse witnesses.
 - 3.3.4.1. Hearing Before Designee of Board
 - 3.3.4.1.0. A suspension of five (5) days or less may be delegated to the Superintendent or his/her designee.
 - 3.3.4.1.1. A dismissal hearing may be delegated to a hearing officer from the Office of Administrative Law or other designee mutually agreed upon by the unit member and the Superintendent.
 - 3.3.4.1.2. The hearing officer shall submit a written recommended decision to the Governing Board, which shall include proposed findings of fact and determination of issues. A copy of the recommended decision shall be sent to the employee.

- 3.3.4.1.3. Prior to making a final decision, the Governing Board shall afford the employee the opportunity to present arguments to it on the sufficiency of cause for disciplinary action.
 - 3.3.4.1.4. The Governing Board may accept, reject, or modify the recommended decision. Should the Board reject or modify the recommended decision, it shall first review the record of the hearing. Any modified decision shall include findings of fact and determination of issues by the Governing Board.
- 3.4. Results of Hearing
A written decision shall be sent to the employee, including the findings of fact and determination of issues.
- 3.5. An employee always has the right to representation in any meeting that is disciplinary in nature.

ARTICLE XVIII NEGOTIATION PROCEDURES

1. Procedure

Unless otherwise agreed upon the parties agree to the following

1.1. CSEA shall sunshine its reopener proposals on or about the 1st of April each year.

1.2. Within 30 calendar days after CSEA sunshines its initial proposals, the District shall sunshine their initial proposals.

1.3. It is the intent of both parties to commence negotiations no later than one month following the sunshining of the District's initial proposals.

2. Representation

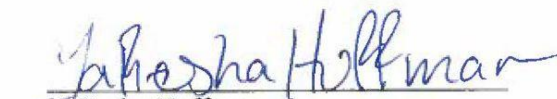
The parties agree that CSEA may designate up to three (3) representatives, in addition to the CSEA labor representatives, who will be released from work without loss of pay when negotiations are scheduled during work hours. Such release of time must be scheduled and approved with the site administrator and as determined necessary by the administrator, substitutes arranged for in advance.

**ARTICLE XIX
DURATION**

This Agreement shall remain in full force and effect from July 1, 2026, through June 30, 2028.

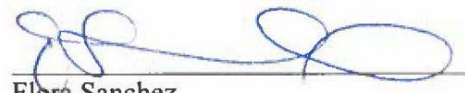
Length of Agreement: This Agreement shall become effective on the date the Board of Trustees and the Association affirms and accepts the amended proposals to the Master Agreement.

FOR THE DISTRICT:


LaResha Huffman
Superintendent
6/15/26
Date

FOR CSEA CHAPTER 394:


Shakona Bowie
President
6/15/26
Date


Flora Sanchez
Vice President
6/15/26
Date


Joseph Gomez
CSEA Labor Relations Representative
6/16/2026
Date