Agreement between the

BOARD OF EDUCATION

and the

CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION
CHAPTER #475

July 1, 2022 – June 30, 2025

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Contract Revision 2/2009

Article 1 - Recognition and Scope of Representation

A. The District confirms its recognition of CSEA as the exclusive representative of classified employees as set forth in Board Resolution #4 dated July 7, 1976, and acknowledges that CSEA is the exclusive bargaining representative for all classified employees, except employees classified as:

Management
Supervisory
Confidential Employees
Short Term*
Substitute*

> "Substitute employee", as used in this section, means any person employed to replace any classified employee who is temporarily absent from duty.
>
> "Short-term employee", as defined in California Education Code Section 45103

*Education Code #45103 states in part:

B. The District shall notify CSEA of any newly created positions. Newly created positions will be designated by the District subject to the unit clarification procedures of the Public Employment Relations Board.

C. The scope of representation shall be limited to matters relating to wages, hours, and other terms and conditions of employment. "Terms and conditions of employment" means health and welfare benefits as defined in section 53200, leave and transfer policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees,

organization security pursuant to section 3546 of the Rodda Act, and procedures for processing grievances.

D. All matters not specifically enumerated are reserved to the District and may not be a subject of meeting and negotiating. However, nothing may be construed to limit the right of the District to consult with CSEA on any matter outside the scope of representation or to consult with other employee organizations or employees.

Article II- CSEA Obligations

A. CSEA shall file with the District Office annually and keep current the following information:
    1. Name, mailing address, and telephone number of CSEA Roseville Chapter #475, CSEA local Field Office, and State CSEA.
    2. Name, mailing address, and telephone numbers of the officers and representatives of Roseville Chapter #475 of CSEA.

B. Any CSEA correspondence related to the negotiation process including requests for information but excluding grievances, shall be directed to the Superintendent with a copy provided to the District representative. CSEA correspondence related to District operations shall also be directed to the Superintendent.

Article III - Association Privileges

A. The Association may use school buildings for meetings subject to the facility's use or civic center permit regulations.

B. On work sites of Association members, one bulletin board or section thereof shall be designated as the bulletin board available for the Association to post Association-to-membership communications. Copies of all such material will be submitted to the site supervisor at the time of posting or shown to the site supervisor at the time of posting. The authorized Association representative shall be responsible for the posting and contents of all such communications.

C. The Association may use the District mail service and employee mailboxes for Association-to-membership communications, provided that the communication bears the name of the Association. A copy of each item so distributed will be submitted to the principal or supervisor no later than the time of distribution, provided that it is not in a sealed envelope.

D. School equipment may be used for official Association business if there is no conflict with other school use and upon notification and prior written approval from the site supervisor. The Association shall use its own supplies or pay for any District materials used. The Association shall pay for any damage incurred to the equipment as a direct result of the use or misuse of equipment by the Association representative.

E. The District agrees to provide the CSEA with a list of the names of newly hired unit employees each month. List will include: Full name, date of hire,

classification or title, worksite location(s), work schedule, e-mail address, home address and phone number.

F. The District shall provide a seniority list for each classification to the Association. The seniority list shall be updated and distributed by October 1st and February 1st of each school year.

G. Official representatives of the Association visiting a work site shall follow the school's or department's procedures for visitors.

H. The District agrees to furnish each bargaining unit member with an electronic copy of this agreement within thirty (30) days of its ratification. The District agrees to furnish each bargaining unit member a copy of any changes to this agreement upon ratification of the changes unless other arrangements are made by the parties. The District agrees to furnish each new employee of the bargaining unit a copy of this agreement after employment.

I. Whenever notice is required to the District or the Association under this Agreement or by law, and no form of notice is otherwise designated, notice to the District shall be written notice made by personal delivery or first class mail to the District Superintendent and notice to the Association shall be specific written notice made by personal delivery or first class mail to the President of C.S.E.A. Chapter #475.

J. The District agrees to provide each new bargaining unit member, upon employment, information concerning the Association as provided by the Association.

Association Privileges (Cont.)

K. If the District provides a new employee orientation for classified staff, CSEA will be invited to speak with new employees at the orientation session.

Article IV - District Rights

The public school employer retains the right to manage the District and direct the activities of the employees except as limited by the terms and conditions of this agreement.

Article V - Hours

A. The normal work week shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week. The regular work day and work week may be extended on an overtime basis.

B. Each employee shall be assigned a fixed, regular, and ascertainable minimum number of hours. A temporary assignment for an exchange of hours to facilitate the educational program of the District may, by mutual agreement, be scheduled by the supervisor. The District shall make every effort to fill consistently the vacancy on an ongoing basis until such time as the employee returns.

   All positions will be assigned on the basis of minimum 1/4 hours increments; i.e., 3 hours, 3-1/4 hours, 3-1/2 hours, etc. This provision will not reduce the hours of any current employees, nor will it reduce the hours of vacated positions.

C.

1. Any hours which an employee works above and beyond eight (8) hours per day or forty (40) hours per week shall be compensated at 1-1/2 times the regular rate. Any such hours must normally have prior approval of the immediate supervisor. Employees who work overtime without the prior approval of their supervisor may not be compensated for the time worked.
2. This provision is effective for evaluations occurring during or after 1992. District-initiated overtime, as opposed to site-level overtime, shall be assigned as need dictates by District level supervisor. Only employees possessing necessary skills or knowledge and not having an overall unsatisfactory evaluation will be considered for the overtime assignment.

Hours (Cont.)

In the event more than one employee possesses skills or knowledge needed to complete such an assignment, the assignment shall be made on a rotational system based upon seniority within the classification. The list will be established starting with the most senior employee and working down the list with each assignment. When an overtime assignment is offered to an employee, the employee has the right of refusal of the assignment, with an employee refusing moving to the bottom of the rotational list. If all qualified employees refuse the assignment, and the assignment must be completed, the supervisor shall assign the first qualified person on the rotational list to the assignment. Overtime needed to complete a specific task already begun by an employee may, at the discretion of the supervisor, be completed on overtime assignment by that employee. This overtime will not affect an employee's position on the rotation list.

3. Extra Time: Whenever feasible, extra time will be distributed to employees who wish to work additional hours. Any such extra hours, beyond an employee's contracted hours, must have prior supervisor approval.
4. Short-term projects: The District will strive to use qualified regular part-time employees to complete short-term projects in lieu of hiring substitutes whenever practical.

D. All employees working five (5) hours or more per day shall be entitled to a lunch period of not less than ½ hour. Lunch periods shall be granted at approximately the midpoint of the work shift.

E.

1. Employees working three (3) consecutive hours but less than four (4) consecutive hours shall be entitled to at least a five (5) minute break.

Hours (Cont.)

2. Employees working four (4) or more hours but less than seven (7) hours per day shall be entitled to a ten (10) minute rest break. Employees working (7) hours or more per day shall be entitled to two (2) rest breaks of ten (10) minutes each during the day.
3. Insofar as practical, rest breaks shall be scheduled in the middle of the work period.
4. If a recess period falls within an instructional aide's work period, the aide will be granted the appropriate rest break, if any, during a part of that recess.
5. The District shall make every effort to ensure that break times are made available so that employees are able to take the breaks to which they are entitled.

F. An employee who works a minimum of thirty (30) minutes per day in excess of their part-time assignment for a period of twenty (20) consecutive days or more shall have their basic assignment changed to reflect the longer hours in order to acquire employee benefits on a properly prorated basis.

G. Any employee called in to work on a day when the employee is not regularly scheduled to work shall receive a minimum of two (2) hours' pay at the appropriate rate of pay under this agreement. All hours worked on holidays designated by this agreement shall be compensated at one and one-half (1-1/2) times the regular rate of pay plus holiday pay for those eligible.

H. Any employee called back to work to provide services which do not continuously precede or follow an employee's regularly scheduled shift shall receive a minimum of two (2) hours' pay at the appropriate rate.

Hours (Cont.)

I.

1. Notwithstanding the provisions of Section A of this Article, the work week shall consist of not more than five (5) consecutive days for any employee having an average work day of four (4) hours or more during the work week. Such employees shall be compensated for any work required to be performed on the sixth or seventh day following commencement of the work week at a rate equal to one and one-half (1-1/2) times the regular hourly rate of pay for the employee designated and authorized to perform the work.
2. An employee having an average work day of less than four (4) hours during a work week shall, for any work required to be performed on the seventh day following the commencement of their work week, be compensated at a rate equal to one and one-half (1-1/2) times the regular rate of pay of the employee designated and authorized to perform the work.

J. Minimum days for students shall not be minimum days for employees.

K.

1. For the purpose of computing the number of hours worked, all time during which an employee is in paid status shall be considered as hours worked, with the exception of overtime.
2. In order to accomplish maintenance projects made more difficult when classes are in session, the District may alter the regular five (5) day, eight (8) hour work week to a four (4) day, ten (10) hour work week on a temporary basis. Assignments shall be made on a rotational basis.

Hours (Cont.)

L.

1. Any regular eight (8) hour-per-day employee whose daily shift commences at one(1:00) p.m. or later shall receive an additional five (5%) percent of base salary as a night-shift differential.
2. The District may alter regular work hours when school is not in session to allow work to be completed earlier in the day. Exceptions to the above will be considered on a case-by-case basis.

M. When compensatory time off is authorized in lieu of cash compensation, such compensatory time off shall be granted by June 30 of each year following the month in which the overtime was worked and without impairing the services rendered by the employing District. If compensatory time off is not granted or taken, it shall be paid to the employee.

N. <u>261-DAY WORK YEAR FOR TWELVE-MONTH EMPLOYEES</u>

Twelve-month employees are paid for a two hundred and sixty (260) day work year. However, some years, the calendar actually results in a two hundred and sixty-one (261) day work year. This section only applies to years with more than 260 calendared work days.

1. The District agrees to allow the employee to schedule additional time off equal to the time in excess of 260 days, in full workday increments, to be taken at a time mutually agreed upon between the supervisor and the employee.

Hours (Cont.)

In order to qualify for the “261" floating holiday, the employee must have been employed on or before July 1 of that year. Employees in probationary status employed on or before July 1 will be eligible to take the “261" floating holiday after they attain permanent status. This benefit needs to be taken during the current work year and can not be carried over from year to year.

2. If a mutually agreed upon time can not be reached by the employee and their supervisor, the Assistant Superintendent, Personnel Services, will review the interests of each party and determine a time when the employee shall take this additional day or days off.
3. The intent of the time off is not to have a negative impact upon the instructional program and/or operational needs of the District. Every effort will be made to ensure that the implementation of the above language will result in no additional cost to the District (i.e., costs of substitutes, etc.).

O. Bus Driver Hours

1. District has the flexibility to assign seven (7) or more hour drivers to six to eight (6-8) hours per day without negatively impacting benefits. If additional time is assigned, holidays and paid eaves will be increased accordingly after twenty (20) consecutive days.
2. Less than seven (7) hour drivers: District has flexibility to:
    a. Add up to one hour as needed. Benefits will be increased after twenty (20) consecutive days.
    b. Decrease up to one hour with no decrease in benefits.
3. If more than one hour is added, time becomes part of regular assignment after twelve (12) weeks. Time will be granted fifteen (15) minute increments.

Hours (Cont.)

4. If additional hours are available, hours will be assigned first to drivers who have had hours reduced.
5. Decreases over one hour will be handled in accordance with Article XXII, Layoff and Reemployment.

For purposes of this section, benefits include insurance, holidays, and paid leaves.

Article VI - Evaluation Procedures

A. New employees shall be on probationary status for six (6) work months from date of employment. An employee will serve a six (6) month probationary period upon promotion, which will not affect his or her permanent status in the District.

B. Probationary employees will be evaluated at least twice during their probationary period and once during their first year of permanent employment. Employees whose probationary evaluation reflects "unsatisfactory" or "needs improvement" ratings may be required, at the discretion of the District, to serve an additional probationary period. The probationary period will not exceed one (1) calendar year.

C. Thereafter, permanent employees with a current satisfactory evaluation shall be evaluated every third (3rd) year by their immediate supervisor. Evaluations shall be completed prior to May 15, except for employee and/or supervisor absence, which could reasonably be construed to delay the completion of the evaluation. No evaluation will be undertaken for arbitrary or capricious reasons.

D. After conferring with the Superintendent or Assistant Superintendent, a supervisor may develop an Assistance Plan with a permanent employee to address areas of concern. If areas of concern are not improved through the Assistance Plan, then a follow-up conference shall be scheduled no later than two (2) months to re-evaluate the overall job performance. If the employee receives an overall rating of unsatisfactory, then the District may move for dismissal.

E. If the employee receives an overall evaluation of "needs improvement,"

Evaluation Procedures (Cont.)

then a follow-up conference shall be scheduled no later than three (3) months to re-evaluate only those areas marked "needs improvement" or "unsatisfactory." If areas of concern have not improved to satisfactory, then the employee shall receive an overall evaluation of unsatisfactory. If the employee receives an overall evaluation of "unsatisfactory," then a follow-up conference shall be scheduled no later than two (2) months to re-evaluate the overall job performance. If the employee does not receive an overall rating of satisfactory, then the District may move for dismissal. The employee may have Union representation present during any evaluation conference.

F. Reasons for any "unsatisfactory" or "needs improvement" ratings and specific recommendations for improvement shall be part of the written evaluation.

G. In addition, a permanent employee may be evaluated more often where an overall "unsatisfactory" or "needs improvement" rating was given or after the supervisor discusses the need for reevaluation with the Superintendent or Assistant Superintendent.

H. No evaluation of any employee shall be placed in the employee's personnel file without an opportunity for discussion between the employee and the evaluator.

I. The employee's signature on the evaluation form does not signify agreement with the evaluation but merely indicates that review and evaluation has taken place.

J. If an employee disagrees with the completed evaluation, the employee may submit a signed, written statement, which will be attached to the evaluation prior to placement in the employee's personnel file. The employee may notify the supervisor if such statement is forthcoming and shall submit it within five (5) working days after receipt of the evaluation.

Evaluation Procedures (Cont.)

K. Employees must be informed of any derogatory material to be placed in the employees' personnel file. Employees have ten (10) working days to have their written response attached to such material.

Article VII - Problem Resolution/Grievance Procedure

The Problem Resolution Procedure involves an informal and formal process. The informal process utilizes the basic philosophy of the interest-based problem-solving model. The formal process utilizes the traditional grievance procedures. The employee has the right to have representation present at any level.

INFORMAL PROCESS

The District and the Association encourage the use of the interest-based problem-solving model. However, the use of the informal process is not a prerequisite to the formal process. Both groups recognize that the success of the interest-based problem-solving model is dependent upon open communication between all parties and a willingness to objectively discuss the issue(s) or concern(s) and work together toward a viable solution.

STEP I: An employee who believes there is a possibility of filing a grievance shall present the concern orally to the immediate supervisor within fifteen (15) working days after the alleged violation. The immediate supervisor and employee shall meet within three (3) working days in an attempt to resolve the matter. During this conference, the employee and immediate supervisor will informally follow the interest-based problem-solving model by:

- Clearly stating the area(s) of concern
- Having open dialogue about interests of each party
- Share possible solutions to the problem
- Employee may have representation at this step

Problem Resolution/Grievance Procedure (Cont.)

STEP II: In the event a resolution is not reached at Step I, the employee may request within five (5) working days from the date of the meeting in Step I that the Assistant Superintendent of Personnel meet with the employee, a representative of the Association, and the employee's immediate supervisor to engage in the interest-based problem-solving model. The meeting shall occur no later than ten (10) working days from the request. The interest-based problem-solving model shall include the following steps:

1. Identify issue(s) or areas of concern
2. Discuss individual and mutual interests
3. Generate options
4. Clarify commitments

<u>FORMAL PROCESS</u>

The District and Association recognize that problems may not always be solved at the informal steps. If an employee has chosen to follow the informal steps and remains convinced that he/she has cause for a grievance, then the employee may choose to do the following, beginning with Step II. If the informal process was not used, then the employee must begin with Step I of the formal process.

STEP I: If an employee believes he/she has cause for a grievance, he/she shall file a written grievance with his/her immediate supervisor within twenty (20) working days of the alleged violation. The written information shall include: a) a clear statement of the grievance, including names, dates, and places if known, necessary for a complete understanding of the grievance; b) a listing of the provision(s) of this agreement which are alleged to have been violated; and c) a listing of the remedy(ies) requested of the District. The supervisor shall respond in writing within five (5) working days after receipt of the grievance. Within the above time limits, the grievant or the supervisor may request a conference with the other party. If resolution was not reached, the employee may proceed to Step II.

Problem Resolution/Grievance Procedure (Cont.)

STEP II: If the informal process was used: File a grievance with the Superintendent or designee within ten (10) working days from the date of the informal Step II meeting.

If the informal process was not used: File a grievance with the Superintendent or designee within ten (10) working days from the receipt of the written response in Step I of formal process. The written information shall include: a) a clear statement of the grievance, including names, dates, and places if known, necessary for a complete understanding of the grievance; b) a listing of the provision(s) of this agreement which are alleged to have been violated; and c) a listing of the remedy(ies) requested of the District. The Superintendent or designee shall communicate a decision within ten (10) working days after receiving the grievance. Within the above time limits, the grievant, superintendent, or superintendent's designee may request a conference with the other party.

STEP III: If a grievance is not resolved at Step II, the grievant, with the approval of the Association, may request in writing a hearing before an advisory arbitrator. The written request shall be filed in the Office of the Superintendent within ten (10) working days after receipt of the decision at Step II.

The advisory arbitration proceeding shall be conducted by an arbitrator, which may be mutually selected by the parties. If the parties fail to reach agreement on an arbitrator within ten (10) working days, the American Arbitration Association will be requested to supply a list of names. The American Arbitration Association, Voluntary Rules of Arbitration shall apply. The District and the Association will share equally in payment for the fees and expenses of the arbitrator. All other costs shall be paid by the party incurring them.

Problem Resolution/Grievance Procedure (Cont.)

ADVISORY ARBITRATION

It shall be the function of the arbitrator to make a recommendation to resolve the grievance. Such recommendations are advisory only.

A. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this contract.

B. If the District should dispute the arbitrability of the grievance, such a claim shall be heard and a ruling given by the arbitrator prior to any hearing on the grievance.

C. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services and expenses of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they mutually agree. If the arbitrator requests a court reporter, then the costs shall be shared by both parties.

D. Upon receipt of the arbitrator's recommendation, the Board of Education shall render its decision within thirty (30) days. It alone has the power to render a final and binding determination of a grievance within this procedure. The recommendation of the arbitrator shall only be advisory, and if, upon review, the Board of Education determines that it is unable to render a final determination on the record, it may reopen the record for the taking of additional evidence. Nothing herein shall abrogate the right of the grievant to pursue the grievance in a court of competent jurisdiction.

Problem Resolution/Grievance Procedure (Cont.)

GENERAL INFORMATION

A. For the purpose of this agreement, the term "grievance" means an allegation by an employee or the Association that he/she has been adversely affected by a violation, misinterpretation, or misapplication of the written terms and conditions of this agreement.

B. The District shall grant reasonable release time for grievance processing.

C. If the grievance arises from an action of authority higher than the supervisor, the employee may present such grievance at Step II of the formal process.

D. Time limits provided in this agreement may be extended by mutual written agreement of the parties. Failure at any step of this procedure by the District to communicate the decision on a grievance within the specified time limit shall cause the grievance to automatically move to the next level. Any grievance not advanced when due on behalf of CSEA/grievant response from one step to the next within the time limits of that step shall be deemed null and void, and the grievant thereby waives the right to appeal.

E. Nothing contained herein shall deny employees their rights under state or federal constitutions or laws.

F. The grievant shall be present at each grievance conference or hearing. Each grievance, conference, or hearing shall be scheduled at a mutually agreeable time when all parties will be present.

Article VIII - Vacations

A. Employees shall be entitled to an annual vacation at regular pay. Employees in a paid status for fifty percent or more of their assigned workdays earn one year of vacation credit for vacation schedule movement. Vacation leave shall be as follows:

- First through Fifth Year 12 days
- Sixth through Tenth Year 16 days
- Eleventh through Fourteenth Year 18 days
- Fifteenth through Nineteenth Year 20 days
- Twenty years and above 22 days

Effective July 1, 2008

B. If the employee is not permitted to take his/her full annual vacation, the amount not taken shall accumulate for use in the next school year or be paid in cash at the option of the employer.

C. Earned vacation shall not become a vested right until completion of the probation period of six (6) months. Prorated vacation for employees working less than twelve (12) months shall be included in their computed pay.

Eleven and one-half months Food Service employees will earn vacation prorated to eleven and one-half months and will take vacation like twelve-month employees. If an eleven-and-one-half-month employee goes to a ten or eleven-month position, the vacation they have accrued and have not taken will be reimbursed

by the district or the employee will be allowed to take the remaining days according to provisions in Article VIII.

D. If an employee's vacation becomes due when he/she is on leave due to injury or illness, the District will, upon request, change the employee's vacation date in accordance with vacation dates available.

E. When an employee leaves District service, he/she shall be entitled to a lump sum payment for all earned and unused vacation leave, or upon mutual agreement of the employee and the District, the employee may be allowed to take vacation for the number of days accumulated prior to termination.

F. A permanent employee may elect to carry over no more than ten (10) days of vacation to the following fiscal year.

G. Twelve (12) month employees shall have the option of using vacation days during the school year as mutually agreed. Approval shall not be unreasonably withheld. Custodians may take a maximum of four (4) days vacation during Winter Break.
    1. Vacation will not normally be granted during the week before school starts, the first week of school, the last week of school and the first week after school is out.
        a. Where two or more employees working in the same classification at the same site are eligible for vacation, all of these employees may not be scheduled for vacation at the same time. The scheduling of vacation dates between those employees at the same site shall alternate from year to year. If employees change sites, the previous year's vacation schedule shall be reviewed and the employee who had those scheduled vacation dates the prior year will have to

Vacations (Cont.)

select alternate dates. In cases that contract language does not apply, seniority will be the determining factor.

b. All vacation days shall be mutually agreed upon by the employee's immediate supervisor. Approval shall not be unreasonably withheld.

H. Vacation planning calendars will normally be distributed to employees by March 1st. Employees should submit tentative vacation requests for June and the ensuing school year to their immediate supervisor and Principal by March 15th. Dates may be changed on a case-by-case basis. Employees are still required to submit a Request for Leave (Form #50) prior to planned vacation.

Article IX - Holidays

A. The District agrees to provide eligible employees with the following paid holidays:
   1. Admission Day*
   2. Labor Day
   3. Veteran's Day
   4. Thanksgiving Day
   5. The Friday after Thanksgiving Day
   6. Christmas Eve Day
   7. Christmas Day
   8. New Year's Day
   9. Lincoln's Birthday
   10. Presidents' Day (third Monday in February)
   11. Memorial Day
   12. Independence Day
   13. Martin Luther King Day - effective 7/1/86
   14. Juneteenth (June 19) – effective 1/1/2023

*To be observed Friday of spring recess

B. Every day declared by the President or Governor of this state as provided for in subdivisions (b) and (c) of Section 37220 of the Education Code which requires schools to be closed and any day declared a holiday by the governing board under Education Code 37222 and 45203 which requires the schools to be closed shall be a paid holiday for eligible employees.

Holidays (Cont.)

C. To be entitled to any paid holiday, an employee must be in a paid status during any portion of the working day immediately preceding or succeeding the holiday.

D. Regular employees of the District who are not normally assigned to duty during the school recess period during the school holidays of December 24, 25 and January 1 shall be paid for those three (3) holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

E. When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

F. The District shall submit to the Association its proposed calendar for the following year prior to its adoption.

Article X - Leaves

LEAVE OF ABSENCE FOR (SICK LEAVE) ILLNESS OR INJURY (NON-INDUSTRIAL)

1. As provided in Section 45191 of the Education Code, every classified employee employed five (5) days a week by the District shall be entitled to twelve (12) days leave of absence for illness or injury, exclusive of all days he/she is not required to render services to the District, with full pay for a fiscal year of service.
2. A classified employee, employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).
3. A classified employee employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.
4. Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day.
5. Credit for leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six(6) days, or the proportionate amount to which he/she may be entitled pursuant to this Article, until the first day of the calendar month after completion of six (6) months of active service with the District.
6. If such employee does not take the full amount of leave allowed in any year under this Article, the amount not taken shall be accumulated from year to year.

Leaves (Cont.)

7. Transfer of sick leave credits: Earned leave of absence credits shall be transferred as set forth in Section 45202 of the Education Code.
8. Each employee whose regular assigned shift begins at or before 8:00 am shall notify the District via the Absence Management System as soon as possible prior to his/her assigned shift beginning if he/she is unable to perform his/her work. For those employees assigned a shift beginning after 12 noon, notification of absence shall be provided to the District via the Absence Management System as soon as possible prior to his/her assigned shift beginning if he/she is unable to perform his/her work.
9. The Superintendent, Superintendent designee, or the immediate supervisor of the employee may require a physician's or other verification as to an employee's claimed reason for absence under this Article in any situation when it is believed that no valid grounds exist for the employee's claimed absence. Such verification shall be made within five (5) days of the demand.
10. Each employee shall have access to a statement of entitled and accumulated sick leave, along with the compensation information via the Employee portal, which is updated monthly.
11. Any employee who works a full school year; i.e., 10 or 12 months, depending upon classification and status, who does not use more than two (2) days of personal business or any leave that is charged against his/her sick leave accumulated balance during that school year, shall receive a personal floating holiday and shall be used during the subsequent school year. This personal holiday shall be taken at a time mutually agreed to between the employee and his/her supervisor and taken in assigned full workday increments.
12. If an employee is determined to have used an excessive amount of sick leave prior to a weekend, after a weekend, or any other predictable pattern, they may be subject to progressive disciplinary procedures in accordance with Article XXIV, Discipline of Permanent Employees.

Leaves (Cont.)

13. If an employee is determined to have been frequently and/or predictably absent from work, progressive disciplinary procedures may be considered.

FAMILY AND MEDICAL LEAVE

Employees who have completed one year of service and at least 1,250 hours of paid service during the previous one-year period for the District have the right to request an unpaid leave of absence for up to 12 work weeks within a 12-month period for the purpose of caring for a new baby, a newly adopted baby, or a newly placed foster child or for a child, spouse, parent, or employee with a serious health condition.

Health insurance coverage shall be maintained and paid for by the District for the duration of the leave not to exceed 12 work weeks in a 12-month period. The District may recover the premium paid for the employee during the leave if the employee fails to return from leave after the period of leave has expired for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave or other circumstances beyond the control of the employee.

There is no carry-over of unused leave. Family Care Leave does not accumulate from year to year.

"Parent" means a biological, foster or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of an employee standing in loco parentis who is either under 18 years of age or is an adult dependent child who is incapable of self-care because of a mental or physical disability.

Leaves (Cont.)

If both parents of a child who are entitled to Family Care Leave under the first paragraph of this article are employees of the District, the District shall not be required to grant leave in connection with the birth, adoption, or foster care of a child that would allow the parents Family Care Leave totaling more than a combined total of twelve work weeks in a twelve-month period specified in the first paragraph of this article.

The employee shall provide reasonable advance notice to the District via the Request for Leave form (found on the District webpage, under Staff Resources) of the need for Family Care Leave, the date the leave will commence, and the estimated duration of the leave. If the need for a leave becomes known more than thirty (30) days prior to the date a leave is to begin, the employee must provide at least thirty (30) days' written advance notice.

If verification is required by the District to verify the serious illness of the child, spouse, parent, or employee, the District may accept medical verification by the treating health professional.

Seniority protection - This leave does not constitute a break in service for seniority under any collective bargaining agreement or employee benefit plan.

Family Care is an unpaid leave of absence unless an employee elects to use accrued vacation or other appropriate paid leave. When available paid leave is exhausted, the balance of the family leave, if any, is unpaid.

Employees who do not qualify for the Family Leave Act may be eligible for other leave provisions provided by the contract. Pregnancy and Maternity Leave is in addition to provisions of the Family and Medical Leave Act (Refer to Article X, Pregnancy and Maternity Section.)

Leaves (Cont.)

An employee, upon ability to resume the duties of a position within the class to which he/she was assigned, may do so at any time during the leaves of absence granted under Paragraph 3 of the Leave of Absence contract provision, upon submission to the District of a physician's release to return to duty, and time lost shall not be considered a break in service. He/she shall be restored to a position within the class to which he/she was assigned and, if at all possible, to his/her position with all the rights, benefits, and burdens of a permanent employee.

PREGNANCY AND MATERNITY LEAVE

A leave of absence shall be granted to any employee for that period of time during which the employee, in the judgment of her physician, is unable to perform her duties due to pregnancy, termination of pregnancy or childbirth, and recovery therefrom.

1. The employee's allowable sick leave may be used for such leave.
2. The duration of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician. The employee shall notify the District Superintendent or Superintendent designee of the projected date on which the leave is expected to commence and the probable date on which such leave will terminate, such notice to be given not less than thirty (30) days prior to the expected commencement date.
3. The employer may request at any time that the employee provide a written statement from her physician attesting to the actual duration of the employee's physical incapacity.
4. At the employee's request, and with the approval of the Board, she may be granted a maternity leave without pay following or in lieu of a pregnancy leave not to exceed twelve (12) months.

Leaves (Cont.)

PERSONAL NECESSITY LEAVE

Sick leave may be used by the employee, upon prior approval, using the Request for Leave form (found on the District webpage, under Staff Resources), in cases of personal necessity. A maximum of ten (10) days of accumulated sick leave may be used in any school year for reasons of personal necessity as set forth in Sections a., b., and c. below. Up to seven (7) of these ten (10) days may be used in any school year for reasons of personal necessity as set forth in Section d. below. The following are incidents in which personal necessity leave may be used.

a. Death of a member of the employee's or spouse's immediate family as defined in bereavement leave
b. Accident involving the employee's person or property, or the person or property of a member of his/her immediate family.
c. Serious or critical illness of a member of the immediate family. Serious or critical illness shall be an illness which an employee cannot reasonably be expected to disregard and which requires the presence of the employee during his/her assigned hours.
d. Required appearance in court as a litigant or as a witness under an official order, except where such appearance is a requirement of the District.
e. Employee may use two (2) days per year for the purpose of funeral attendance outside the family definition.

The employee shall submit a completed personal necessity Request for Leave form (found on the District webpage, under Staff Resources) to the Personnel Office at least three (3) working days prior to requesting the leave. The Personnel Office staff will verify the request for the leave and will make the appropriate recommendation on the leave form before forwarding it to the principal or immediate supervisor for review. The employee shall not be required to secure prior permission for leave taken pursuant to subsections a, b, or c above; however,

the employee.must submit a Request for Leave form (found on the District webpage, under Staff Resources) within five (5) working days after return to duty. In situations where absence is due to subpoena or an official order, the employee must provide evidence from a certified clerk or authorized officer of a court or other governmental jurisdiction.

COMPELLING PERSONAL IMPORTANCE LEAVE

A. Compelling Personal Importance Leave not to exceed five (5) days per school year may be used by the employee. No more than three (3) days may be used consecutively. Compelling Personal Importance Leave shall be deducted from the employee's accrued sick leave. The procedure for Compelling Personal Importance Leave shall be the same as those for personal necessity leave, except those employees using this leave may be required by the District to file a written statement of explanation upon their return, submitted only to the Assistant Superintendent, Personnel. Such statements shall be confidential. This leave shall not be used for any of the following purposes:
    1. Engaging in other employment
    2. Work stoppage or strike
    3. Any illegal activity
    4. Any activity related to employee's District employment
    5. CPI may not be used the week before school starts, the first week of school, the last week of school, and the week after school is out. Staff may use one (1) CPI day to attend a middle school, high school or college graduation ceremony for their child or grandchild. The graduation must be from an accredited institution. Staff may use up to three (3) days CPI if travel is required beyond one hundred fifty (150) miles one way. The District reserves the right to request evidence of attendance at the graduation ceremony.

Leaves (Cont.)

6. CPI may not be used to extend Fall, Winter or Spring Break or to extend an employee's scheduled vacation.

B. The total number of days used for both Personal Necessity Leave and Compelling Personal Importance Leave shall not exceed ten (10) days per school year.

PERSONAL BUSINESS LEAVE

Permission to be absent without pay may be granted for urgent personal reasons for a maximum of one (1) month in any school year. Personal business leaves are not granted to extend a vacation period or to provide additional days off immediately preceding or following a holiday. Personal business leave may be granted for the following reasons:

1. Unavoidable transportation delay. (Notification by telephone must be made as soon as possible.)
2. Marriage.
3. Attendance at graduation ceremonies involving a member of the immediate family.
4. Participation in college graduation ceremonies.
5. Attendance as an officer or delegate at religious, civic, or fraternal conventions.
6. Funeral attendance.
7. Emergency childcare problems not related to illness. (Notification by telephone must be made as soon as possible.)
8. Religious holiday.
9. Attendance at a wedding.
10. Taking examination.

Leaves (Cont.)

11. Other reasons determined by the immediate supervisor or principal to be appropriate and approved by the Superintendent. Such approval to be at the discretion of the Superintendent.

The employee shall submit a completed personal business Request for Leave form (found on the District webpage, under Staff Resources) to the Personnel Office at least three (3) working days prior to requesting the leave. The Personnel Office staff will verify the request for the leave and will make the appropriate recommendation of the leave form before forwarding it to the principal or immediate supervisor for review. In any instance in which an employee has utilized subsections 1 or 7 of this Article, the employee shall complete the Request for Leave (found on the District webpage, under Staff Resources) form within three (3) days of returning to work.

BEREAVEMENT LEAVE

A. Employees are entitled to a District paid leave of absence not to exceed five (5) days on account of a death of any member of their immediate family, including reproductive loss. These five (5) days do not need to be consecutive but must be taken within three (3) months of the date of the family member's death.

B. Employees will be entitled to an additional District paid five (5) days of leave of absence if the family member is the spouse or child of the employee, including reproductive loss.

C. No deduction shall be made from the salary of such employee, nor shall such leave be deducted from leave granted by other sections of this contract. Except as provided under Section E of this Article.

Leaves (Cont.)

D. Members of the immediate family, as used in this contract, means the mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, or sister-in-law of the employee, a reproductive loss or any relative or person maintaining a bona fide family relationship living in the immediate household of the employee.

E. An employee may be granted, upon request, up to five (5) days extended bereavement leave for the death of a member of their immediate family. These days shall be deducted from any accrued sick leave or vacation leave. If the employee has no sick leave or vacation leave available, the rate for a substitute will be deducted from their pay.

JURY DUTY

An employee shall be entitled to leave without loss of pay for any time the employee is required to perform trial jury duty. To qualify for such paid leave, the employee shall pay to the District the amount received for jury duty. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. Any day during which any employee in the bargaining unit whose regularly assigned shift commences at 3:00 pm or after and who is required to serve all or any part of the day on jury duty shall be relieved from work with pay. An employee notified to appear for jury duty shall, within twenty-four (24) hours of receipt of such notification, inform his/her immediate supervisor.

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.

LEAVE OF ABSENCE FOR RETRAINING AND STUDY

The District recognizes that technological and other changes may occur which could displace otherwise desirable bargaining unit employees. Accordingly, the Board will encourage employees to prepare themselves for such changes, when necessary, by the following procedures:

The Board of Trustees may grant a permanent employee in the bargaining unit a leave of absence not to exceed one year for the purpose of permitting study by the employee or for the purpose of retraining the employee to meet changing conditions within the District consistent with the provisions of Sections 45380-45387 of the Education Code.

LEGISLATIVE LEAVE

Classified employees who are elected to the State Legislature shall be granted a leave of absence. The leave of absence shall not affect his/her classification. Such employees have the right within six (6) months after their term of office expires to return to the position held at the time of their election and at a salary they would have been entitled to had they not been elected to the Legislature.

ASSOCIATION LEAVE

The President of the Association shall be given five (5) days of released time per year. In addition, release time shall be provided when necessary to permit the attendance of two (2) Association Delegates at the Association's yearly statewide conference. When possible, the President shall provide three (3) days advance notice to the Personnel Office of his/her appointment of a designee to represent the Association. These days of released time may be used in no less than two (2) hour periods.

EXTENDED SICK LEAVE

1. When an employee in this unit is absent from duty on account of illness or accident for a period of five (5) months 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 the employee for any month in which the absence occurs shall not exceed the sum actually paid a substitute employee employed to fill the employee's position during the absence. Except as the District has in effect a salary schedule for substitute employees, the amount paid to the substitute employee during any month shall be less than the salary due to the employee absent from duty. The five (5) month period of this leave shall commence on the first day after the exhaustion of sick leave benefits under this article.

Leaves (Cont.)

2. Entitlement to sick leave provisions under this Article, if any, shall be considered "entitlement to other sick leave" for purposes of computing benefits under the provisions of Section 45192 of the Education Code if the absence is for industrial accident or illness and shall be used after entitlement to all regular sick leave, accumulated compensation time, vacation or other available paid leave has been exhausted.
3. In order to be entitled to extended sick leave, all available earned but unused leave must be exhausted. The Superintendent or designee may request that the employee provide a written statement from the attending physician attesting to the actual duration and reason for the employee's absence in order to be entitled to extended sick leave.

LEAVE OF ABSENCE FOR INDUSTRIAL ACCIDENT OR ILLNESS

In accordance with Section 45192 of the Education Code, classified employees shall be entitled to leaves of absence for industrial accidents or illness, subject to the following:

1. Allowable leave shall be for not more than sixty (60) working days in any one fiscal year for the same accident;
2. Allowable leave shall not be accumulated from year to year;
3. Industrial accident or illness leave will commence on the first day of absence;
4. During any paid industrial leave of absence, Temporary Total Disability checks will be sent directly to the District and distributed to the employee via their normal end-of-month payroll. The District must make an adjustment on the payroll by reducing the employee's regular check by the full amount of said benefit check(s). The District will notify the County Office that the adjustment is for Workers' Compensation and that the retirement contribution from the employee must be adjusted to an amount

equal to the full amount of pay before the compensation benefit reduction. Workers' compensation benefits are not taxable or subject to FICA, but the employee is entitled to full PERS retirement credit. If an employee returns to work during the period for which they have received a benefit check, the District will be invoiced for the overpayment since the District will have deducted full benefit from the employee's pay, and the District, not the employee, is responsible for overpayment;

5. Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under workers' compensation;
6. When an industrial accident leave occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury;
7. The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave will then be used. If, however, an employee is still receiving workers' compensation, he/she shall be entitled to use only so much of his/her accumulated and available sick leave, accumulated compensation time, vacation or other available leaves, which, when added to the workers' compensation award, provides for a day's wage or salary;
8. When all available leaves of absence, paid or unpaid, have been exhausted, and if the employee is not medically able to assume the duties of his/her position, the person shall, if not placed in another position, be placed on a reinstatement list for a period of 39 months. When available, during the 39-month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a reemployment list established

because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations;

9. Periods of leave of absence pursuant to this Article shall not be considered to be a break in service for the employee;
10. To be eligible for industrial accident or illness leave, an employee must have permanent status with the District;
11. An employee returning to work from an industrial accident or illness leave may be required to present a doctor's release prior to returning to paid duty.

LEAVE OF ABSENCE

1. A Leave of Absence may be granted to classified employees. A Leave of absence is an extended absence from duty for a prescribed period of time specifically authorized by the District, not to exceed twelve (12) months for reasons other than health. Such leaves are normally granted for health reasons or for specific training. A written request for a Leave of Absence shall be submitted to the employee's principal or immediate supervisor and then to the Superintendent. The request must specifically state the reasons for the request and its duration. The Superintendent will present it to the Board with a recommendation for approval or disapproval. Time spent on a Leave of Absence without pay shall not count toward completion of probation, or, except as provided in Paragraph 3 below, salary step advancement.
2. Employees given Leaves of Absence, except those on health leave, for a period in excess of six (6) months shall give the District written notice on or before sixty (60) days prior to the end of the leave of their intention to return. Failure to return by the expiration date of leave shall constitute a resignation on the part of the employee; such resignation may be accepted by the Board at any time after the expiration date of the leave. At least seventy (70) days prior to the end of the

leave, the Superintendent will remind the employee of the obligation by certified letter.

3. Specific Provisions Related to Leaves for Health Reasons
    a. A permanent employee of the District who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or other available paid leave and who is absent because of non-industrial accident or illness may be granted additional leave, paid or unpaid (at the discretion of the Board after receipt of the recommendation of the Superintendent), not to exceed six (6) months. The Board may renew the leave of absence, paid or unpaid, for two additional six (6) month periods or such lesser leave periods that it may provide but not to exceed a total of eighteen (18) months. An application for such leave of absence must be supported by the written recommendation of a licensed physician, and before reinstatement, a statement must be furnished from a physician indicating that the returning employee is capable of performing all assigned duties.
    b. An employee, upon ability to resume the duties of a position within the class to which he/she was assigned, may do so at any time during the leaves of absence granted under Paragraph 3 of this Article, upon submission to the District of a physician's release to return to full duty, and time lost shall not be considered a break in service. He/she shall be restored to a position within the class to which he/she was assigned and, if at all possible, to his/her position with all the rights, benefits and burdens of a permanent employee.
    c. If at the conclusion of all leaves of absence, paid or unpaid, the employee is still unable to return to assume the duties of his/her position, he/she shall be placed on a reemployment list for a period of 39 months. If at any time during the prescribed 39 months the employee is able to assume the duties of his/her position, he/she shall be reemployed in the first vacancy in the classification of his/her previous assignment. His/her reemployment

will take preference over all other applicants except for those laid off for lack of work or funds under Section 45298 of the Education Code, in which case he/she shall be ranked according to his/her proper seniority. Upon resumption of his/her duties, the break in service shall be disregarded and he/she shall be fully restored as a permanent employee.

4. A request for a leave, based upon a reason not specified in this Article, will be considered by the Board from the standpoint of value to the District, urgency of the request, and the employment record of the employee making the request.

LEAVE: DONATION OF LEAVE FOR CATASTROPHIC ILLNESS

A. Upon written request, classified employees may donate earned sick leave to the Catastrophic Leave Bank and or to a specifically named RCSD classified employee as eligible leave credits when an employee or that employee's family member suffers from a catastrophic illness or injury. Open contribution time will annually occur in May. If the Catastrophic Leave Bank or the individual employee is depleted of sick leave, contributions may be donated as needed during the school year. The Personnel Office, in cooperation with the California School Employees' Association, with permission of the requesting employee, will make known to all classified employees the need for donations. The donation and receipt of such credits are subject to the following conditions:
    1. Catastrophic illness or injury is defined to mean an illness or injury that is expected to incapacitate an employee or a member of an employee's family for an extended period of time, which incapacity requires the employee to take time off from work to care for that family member for an extended period of time, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave.
    2. Eligible leave credits are defined to mean sick leave accrued to the donating employee. An employee cannot donate future sick leave that has

not been accrued. An employee may donate up to 360 hours per work year.

3. Family member is defined to mean the employee's spouse, parents, parents-in-law, siblings, children and stepchildren.
4. The employee who is, or whose family is, suffering from a catastrophic illness or injury and who is requesting that eligible leave credits be donated:
    a. Must submit completed form and provide medical verification to the Personnel Office (or a family member if the employee is unable to make a written request because of the catastrophic illness or injury).
    b. Must exhaust all accrued paid leave credits including regular sick leave, accumulated compensation time, vacation or other available paid leave.
    c. Must use all leave credit that he or she continues to accrue on a monthly basis before receiving paid leave credits that are donated under this contract section.
5. The Personnel Office will refer eligible employees under the Catastrophic Leave provisions to the Catastrophic Leave Committee, which will consist of three members of the California School Employees' Association Executive Board. To approve an employee's request for sick leave, there must be three affirmative votes.
6. An employee who chooses to donate eligible leave credits:
    a. Must submit completed form to the Personnel office of the intent to transfer the eligible leave credits.
    b. Acknowledges that all transfers of eligible leave credits are irrevocable and binding.

Leaves (Cont.)

c. Must donate eligible leave credits of a minimum of one day. A day is defined as the total daily assigned hours worked by a given individual employee. Additional eligible leave credits have to be donated in full-day increments.
d. Donations to the Catastrophic Leave Bank and or to a specifically named RCSD classified employee are not counted as an absence for purposes of Article X, Section 12.

7. Eligible credits donated into a “pool” will be distributed by the Catastrophic Leave Committee.
    a. The Catastrophic Leave Committee will determine the number of days or hours eligible employees may receive.
    b. For eligible employees, the Catastrophic Leave Bank or individual specific employee donations will supplement the District provided Income Protection Plan up to a maximum of 100% of salary for one year.
    c. For eligible employees, the Catastrophic Leave Bank or individual-specific employee donations will provide a maximum of sick leave for one year to the extent of days available in Catastrophic Leave Bank or individually donated.
    d. The Catastrophic Leave Committee’s decision to deny the employee’s request to receive donated leave credits is final and is not subject to review or appeal under the grievance or any other procedure.
8. If the Catastrophic Leave Bank exhausts all available sick leave, there is no obligation to provide sick leave to any eligible employees. However, RCSD classified employees may still make specific individual donations to other RCSD classified employees that qualify under this article.

Leaves (Cont.)

9. If the option of the Catastrophic Leave Bank is negotiated out of the contract, then the District and the Association agree to negotiate how the remaining sick leave days will be utilized.
10. The Association will not be held responsible for the District's determination of eligibility. The District will not be held responsible for the Association's distribution of sick leave days in the Catastrophic Sick Leave Bank.

Article XI - Transfers and Promotion

A. A transfer is defined as a change in assignment, voluntary or involuntary, of an employee from one job site to another, which does not involve a change in classification or job title.

B. A promotion is a movement to a higher job classification.

C. Job site is the location where the employee is normally assigned and performs his/her duties or the location from which he/she performs duties throughout the District.

D. The District shall consider and determine the following in making transfers and promotions:
   - The operational and educational needs of the District;
   - The work experience, education, and training of the applicant;
   - The seniority and overall work performance of the applicant.

E. All vacancies shall be posted by the District on a bulletin board at each work site for not less than six (6) working days prior to being filled. The notice shall include the job title, qualifications, brief description of the duties, work schedule, salary range, opening and closing date, and job site. Unit members shall submit a Current Employee Application Form for each position applied for within the District.

F. An employee on vacation during the period the vacancy occurs shall be notified of the job opening by the District, provided the employee requests in writing that the District Office do so before his/her vacation commences, and the employee

must be available for interview during the specified interview period.

A. When a new position is created or an existing position becomes vacant, the District shall use the following process to fill the vacancy:

    1. Bargaining unit members serving in the same classification in the District will be offered the opportunity to apply for a transfer. If three or more unit members apply for a transfer, they will become the first pool to be formally interviewed and considered for the position.
    2. If less than three unit members apply for a transfer, then the District will interview other qualified unit members who will be considered for promotion prior to interviewing outside applicants.
    3. If there is an insufficient pool of qualified unit members, the District may consider outside candidates along with unit members.
    4. Upon request, the District shall provide the reasons the unit member was not selected for the position.

B. When temporary transfers are made pursuant to this section, the employee shall be notified of the reason for the temporary transfer.

C. After position(s) have been eliminated at a work site(s) and/or department(s), the most senior employees affected by the layoff will be allowed to remain at that work site or department. The least senior employee is subject to reassignment to another site. When there is a need for an involuntary transfer, it will be the responsibility of the Personnel Department, with principal input, to assign personnel to job sites.

Contract Revision: 5/1995

Article XII - Safety Conditions of Employment

1. The District shall conform to and comply with all health and safety conditions of employment requirements imposed by State or Federal law or regulations adopted under State or Federal law.
2. The District shall designate a safety committee at each building site where classified employees work. The Association shall be entitled to a representative on each site-level safety committee. Such committee shall make recommendations to the District Superintendent concerning improvements in health and safety conditions of employment necessary for compliance with paragraph 1.
3. The District shall encourage employees to report unsafe conditions. Employees shall report in writing a potentially unsafe or existent unsafe condition to their immediate supervisor.
4. Employees shall be aware that Health/Safety Policies and Procedures are in place within the District. Employees should address questions regarding these policies to the Personnel Department.

Article XIII - Professional Dues and Payroll Deduction

1. Any employee who has authorized payroll deduction on the approved CSEA form shall have membership dues deducted from his/her salary. Except as expressly exempted herein, all employees in the bargaining unit who do not maintain membership in good standing in CSEA are required, as a condition of continued employment, to pay service fees to CSEA, in amounts that do not exceed the periodic dues of CSEA, for the duration of this agreement.
2. Such dues deduction shall be deducted from the salary check beginning in any year with the September pay period. Deductions from new members shall commence on any month designated, provided the dues authorization is signed and given to the District Office prior to the 10th of the month.
3. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
4. Whenever there is a dues increase, the Association shall provide the designated District Business Office employee with notification of the increase at a time sufficiently prior to the effective date, a minimum of forty-five (45) days, of the increase to allow the District an opportunity to make the necessary changes and with a copy of the notification of the increase which the Association has sent to all concerned members.
5. Any employee who is a member of the Association or who has applied for membership may sign and deliver to the District an assignment authorizing deduction of membership dues in the Association. Pursuant to such authorization, the District shall deduct such dues from the regular salary check of the employee each month on a ten-month, eleven-month, or twelve-month basis as indicated on the assignment authorizing deduction of membership dues.

Professional Dues and Payroll Deduction (Cont.)

6. The Association agrees to indemnify and save the District, the Board and each individual Board member from any claims or costs or suits which may arise out of the operation of this section.

Article XIV - Travel, Private Automobiles

A. The District shall reimburse employees for the use of automobiles owned by employees and used in the performance of regular assigned duties specifically authorized by the Superintendent or designee.

B. Dates, places, and mileage involved shall be submitted to the business manager on the appropriate District form before reimbursement is made.

C. The mileage rate shall be that set for all employees in Board policy.

Article XV - Discrimination

Neither the District nor the California School Employees Association shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the lawful exercise of the right to engage or not to engage in CSEA activity.

Article XVI - Salary

A. Salary Contingency

The California School Employees' Association and the District have agreed upon the following improved salary compensation:

- There will be a 1% increase to the Classified Salary Schedule retroactive to July 1, 2024. Anniversary increments are included in this increase.
- Parties agree that CSEA will serve as a sole representative for all members and will therefore, not entertain any additional one-off or separate salary schedule modifications through the 26/27 school year.
- The parties agree that the above modifications resolve negotiations through the 2024/2025 school year.

B. The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix A, which is attached for informational purposes only.

C. Shift differentials and longevity increases, where applicable, shall be paid in accordance with Article V and Article XVII.

D. Employees working a split shift with a gap of two (2) consecutive unpaid hours (including lunch) or more shall be paid a split shift differential of two and one-half (2-1/2) percent above their regular rate of pay, except for bus drivers employed after June 30, 1996.

Salary (Cont.)

E. All employees shall be paid once per month payable on the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.

F. Adjustments to pay for overtime, working additional hours or changes in employment status will be provided in a supplementary paycheck on or before the last working day of the next month.

G. Step Placement Upon Promotion or Working Out of Class.
    1. When a job classification is two (2) or more ranges above the existing range, the employee will be placed at a step, which gives a minimum of 5% increase over current salary.
    2. When the new job classification is one range higher than existing range, the employee will maintain his/her same step placement in the new range.

H. Step Placement Upon Reclassification or Demotion
    1. An employee permanently reclassified will maintain the same step placement in the new range.

I. Provide access and program administration so that employees may participate in the Classified School Employee Summer Assistance Program.

Article XVII - Anniversary Increments

A. Anniversary increments as stated on Appendix B of the Classified Salary Schedule will be provided to begin with the 9th, 12th, 18th, 21st, and 24th year of district service. Employees in a paid status for fifty percent or more of their assigned workdays earn one more year of service credit.

B. All employees working less than twelve (12) months and eight (8) hours per day will receive the increments prorated on the basis of their working days/working hours.

C. Anniversary increments shall reflect the same percentage increase as implemented on the salary schedule.

Article XVIII - Employee Benefits

A. Association agrees that the District's contribution for medical, dental, and vision coverage will be increased by $100, effective the first month following the approval of the tentative agreement by the Board. The negotiated maximum for full-time employees will be $8163.00. The employees will be offered a choice of any medical plan available through SIG. All plans are available in tiered rates for employee only, employee and spouse, employee and children and employee and family (see appendix D). All employees who work seven (7) hours or more per day are eligible for District-paid medical benefits, including dental and vision. Employees working less than seven (7) hours but more than four (4) hours a day have the option of participating in the benefit program by paying a prorated cost.

1. Employees' Income Protection Insurance:

Provident Life	$.36 per $100 of total classified payroll

2. Life insurance for all employees enrolled in health insurance equal to one times annual salary or a minimum of $10,000

B. All employees who work less than seven (7) hours per day are provided with the option of prorating the cost of health/accident, dental insurance, and vision insurance between he District and the employee on the basis of number of hoursworked per day to the base unit of eight (8) for the full calendar year. The cost is based on the employee's choice of plan. The District's contribution is based on employee hours per day and plan selected as stated above up to the maximum appropriate pro-ration.

EXAMPLE: Four (4) hour employee divided by eight (8) hours equals a maximum 50% District contribution toward selected plan not to exceed 50% of maximum.

Employee Benefits (Cont.)

C. Employees retiring with more than five (5) years of service before their 65th birthday will have the option of maintaining their Health and Accident Insurance coverage with the District Group. The retiring employee shall pay the District the premium and any fees required to continue with the District insurance under this option. The employee may pay the premiums on a quarterly basis in advanceprovided they make arrangements with the Business Office.

D. An employee employed by the District prior to July 1, 1980 who qualified for andreceived District-paid health and accident insurance (Kaiser or SIG Plan) foremployee and dependents and dental insurance for employee only shall receive SIG benefits so long as they are employed by the District and continue to meet qualification for those benefits as established for the 1979-80 school year. (As per letter of understanding agreed on 1/21/80).

E.

1. The District will, upon request, pay 50% of the premium for health and accident insurance offered to full-time employees for employees retiring between the ages of 55 to 65 with at least fifteen (15) years of service to the District. The percentage of the premium paid by the District shall increase by 10% for each full year of service worked beyond fifteen (15)years so that the District will pay 100% of the premium for those retiring with twenty (20) years of service to the District for a maximum of five consecutive years. Part-time employee proration applies to this benefit. This paid benefit shall cease when the retiree reaches sixty-five (65)years of age or at the conclusion of five consecutive years - whichever is earlier. The Association acknowledges that this retiree benefit constitutes an unfunded present and future liability to the District.

Employee Benefits (Cont.)

2. Upon reaching sixty-five (65) years of age or after the five-year paid benefits end in E.1., the retiree may retain District group health and accident insurance provided they make arrangements with the Business Office to pay the total premium costs or supplemental plans forsuch benefitss in advance on no less than a quarterly basis. In order to receive dental or vision coverage, retiree must be enrolled in District medical plan.

F. Employees who are on an approved leave of absence without pay may retain District employee benefits, provided that arrangements are made for them to pay for such benefits on a quarterly basis in advance.

G. Employees who are on approved leave of absence without pay under the Family Care Leave Act (See Article X, Page 24a) will retain medical insurance benefits only for the duration of their leave not to exceed twelve (12) work weeks in a twelve-month period or as otherwise provided in the contract.

H. If a change to a new insurance carrier (other than SIG) occurs at the beginning of the school year, the distribution of the savings generated from the change shall be negotiable.

Article XIX - Severability

1. If any provision of this contract or the application of such provision to any person or circumstance shall be held invalid, the remainder of this contract or the application of such provisions to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

2. In the event of suspension or invalidation of any article or section of this agreement, the parties may meet and negotiate by mutual agreement for the purpose of arriving at a mutually satisfactory replacement for such article or section.

Article XX - Effect of Agreement

It is understood and agreed that the specific provisions contained in this contract shall prevail over any past District practice or procedure and shall prevail over state law to the extent permitted by state law. In the absence of a specific provision of this contract, any past practice or procedure is hereby declared to be discretionary on the part of the District.

Article XXI - Completion of Meet and Negotiate

During the term of this agreement, the Association and the District agree that they are not obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this agreement or not, even though any specific subject or matter may not have been within the knowledge or contemplation of either or both the District and the Association at the time they met and negotiated on and executed this agreement, and even though such subjects or matters were proposed and later withdrawn.

This Article shall not preclude the parties from mutually agreeing, during the term of this Agreement, to reopen matters within the articles of this agreement and thereby to modify this agreement.

Article XXII - Layoff and Reemployment

A.

1. Classified employees shall be subject to layoff for lack of work or lack of funds.
2. Whenever a classified employee is laid off, the order of layoff within the class shall be determined by length of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff.
3. Seniority shall be determined by date of hire for all employees initially hired after July 1, 1988. For those employees hired prior to that time, seniority shall be as previously established in accordance with law and as agreed to between the parties.
4. Layoff for lack of funds or layoff for lack of work includes any reduction in hours of employment or assignment to a class or grade lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff.

B.

1. When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified employees will be subject to layoff for lack of funds, the employees to be laid off at the end of such school year shall be given written notice before May 15th informing them of their layoff effective at the end of such school year and of their displacement (bumping) rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, such notice shall be given not less than 45 calendar days prior to the effective date of their layoff.

Layoff and Reemployment (Cont'd)

2. When, as a result of a bona fide reduction or elimination of the service being performed by any department, classified employees shall be subject to layoff, for lack of work, affected employees shall be given notice of layoff by March 15th, and informed of their displacement (bumping) rights, if any, and reemployment rights.
3. Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of classified employees, nor layoff for lack of work resulting from causes not foreseeable or preventable by the governing board, without the notice required by subsection (1) or (2) above.

C.

1. After the Board has determined that there is a lack of work or a lack of funds and has made the decision to lay off employees, the District will issue notices of layoff to those employees affected by March 15th.
2. Those employees to be laid off shall be notified by certified/registered mail sent to the most recent address provided to the District by the employee.
3. The notice shall contain the effective date of layoff, displacement (bumping) rights, if any, and reemployment rights.
4. If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater bargaining unit seniority or, if that be equal, the greater hire date seniority.
5. The District shall provide a seniority list by hire date for each classification to the Association.

Layoff and Reemployment (Cont.)

6. After the Board has made the decision to lay off employees, the District and CSEA shall, upon request, meet to discuss the seniority list, displacement (bumping) rights, and reemployment rights of affected employees. The parties may also discuss additional issues directly related to affected employees. This shall satisfy any "meet and negotiate" responsibility by or on either party regarding layoffs.

D.

1. An employee laid off from his/her present class may bump into any previously held position provided his/her seniority is greater than the least senior employee in that class.
2. An employee who elects separation in lieu of either bumping or assignment into a lower class shall maintain his/her reemployment rights as defined under this Article.
3. An employee who is to be laid off shall be offered any temporary position available at that time in the District for which the employee is qualified. If accepted by the employee, his/her effective date of layoff shall be determined by the expiration of that temporary position. If declined, there shall be no effect upon the employee's reemployment rights.

E.

1. Individuals on a reemployment list shall have seven (7) business days to respond to a written offer sent by certified/registered mail, beginning with the day it is deposited in the U.S. Mail to the most recent address supplied to the District by the employee.
2. Failure to respond within the time specified or a refusal of employment shall cause the individual's name to be permanently removed from the reemployment list unless the individual notifies the District otherwise.

a. Except that failure to respond to an offer upon first becoming eligible shall not cause the employee's name to be removed from the reemployment list, provided the employee has previously notified the District in writing of his/her temporary unavailability to accept an offer of reemployment.
b. The period of unavailability shall be limited to one (1) occurrence and shall be for a period not to exceed thirty (30) days.

3. An employee who is laid off and is subsequently reemployed shall retain seniority earned prior to the effective date of the layoff.

F.

1. Persons laid off because of lack of work or lack of funds are eligible to reemployment for a period of 39 months and shall be reemployed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional examinations within the district during the period of 39 months.
2. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months; provided that the same tests of fitness under which they qualified for appointment to the class shall still apply.
3. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority.

Layoff and Reemployment (Cont.)

G.

1. Notwithstanding any other provision of law, any person who was subject to being, or was in fact, laid off for lack of work or lack of funds and who elected service retirement from the Public Employees' Retirement System shall be placed on an appropriate reemployment list. The district shall notify the Board of Administration of the Public Employees' Retirement System of the fact that retirement was due to layoff for lack of work or of funds. If he/she is subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the district shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed his/her request for reinstatement from retirement.
2. An employee subject to this section who retires and is eligible for reemployment and who declines an offer of reemployment equal to that from which laid off shall be deemed to be permanently retired.
3. Any election to retire after being placed on a reemployment list shall be deemed to be a permanent retirement.

H.

1. Sick leave earned and unused at the time of separation from employment shall be restored upon reemployment.
2. Sick leave credit earned at one (1) rate while in an employed status and unused at the time the hours in paid status are reduced shall not be reduced because the employee subsequently is assigned fewer hours.
3. Employees laid off while on paid leave shall retain their employee benefits until the effective date of layoff.
4. Vacation time earned and unused at the time of layoff shall be computed and paid off with the final salary warrant.

Layoff and Reemployment (Cont.)

a. Twelve (12) month employees accepting reduction of hours shall be paid for the difference between their current earned vacation and what would have been earned in a reduced hour assignment.

5. For computation of credit toward longevity pay rate and additional vacation, time separated and on a reemployment list shall not be counted. However, credit for these purposes earned prior to separation will be restored upon reemployment.

Article XXIII - Duration

The parties agree to create a new three-year agreement and terms as follows:

A. The new term agreement shall become effective on July 1, 2022, after the current agreement expires, and shall remain in full force and effect through June 30, 2025.

B. Articles in this contract may be reopened by mutual agreement or as listed below. The parties have agreed that negotiations for the 2022/2023 school year has been concluded.

C. The parties agree to reopen negotiations for the 2023/2024 school year on the following articles:
   - Salary
   - Employee Benefits
   - No more than three (3) other articles each

D. CSEA shall begin the public notice procedures for the above reopeners no earlier than April 1 of each school year. Negotiations shall begin around May 15 of each school year unless mutually agreed otherwise.

Article XXIV - Discipline of Permanent Employees

A. Definitions

Discipline, as used in this article, includes, but is not limited to dismissal, demotion, suspension, reduction in hours or class without the permanent employee's voluntary consent. A layoff or reduction of hours, based on lack of work or lack of funds, shall not be considered discipline.

1. Permanent/Probationary - Bargaining unit employees with permanent status shall be subject to discipline only for cause pursuant to this article. The probationary period is an extension of the selection process. As such, a probationary employee may be terminated at any time at the sole discretion of the District.
2. Progressive Discipline - In accordance with the concept of "progressive discipline", counseling and an opportunity for improvement shall typically precede disciplinary action. In particular, this concept shall not apply in cases involving major infractions.
3. Minor Infractions, including but not limited to:
    a. Does not endanger health, safety, property
    b. Unknowingly violated district policy or procedures
    c. Acts of insubordination including, but not limited to, refusal or failure to comply with a direct order but does not threaten health, safety, and property
    d. Discourteous or inappropriate conduct on the job
4. Major Infractions, including but not limited to:
    a. Endangers health, safety, property
    b. Conviction of a felony or a violation of a law, which would impair ability to do the job.
    c. Repetitive minor infraction with no improvement
    d. Willfully mislead or provide false or confidential information (dishonesty)

e. Job abandonment
f. Failure to possess or keep in effect any license, certificate, or any other similar requirement for employment
g. Pattern of incompetency or inefficiency in performance of duties

B. <u>Causes for Discipline of a Permanent Employee</u>

The District may discipline permanent employees pursuant to the following provisions:

1. The discipline shall be based upon just cause, including but not limited to:
    a. Falsifying any information supplied to the District. This includes, but is not limited to, information supplied on application forms, employment records, loyalty oaths, time sheets or cards, absence forms or any other District records.
    b. Incompetency or inefficiency in performance of the duties of his/her position as determined by supervisor.
    c. Inexcusable neglect of duty as determined by supervisor.
    d. Abandonment of position. Three days of continuous absence without leave shall be deemed abandonment and shall result in termination as a voluntary resignation.
    e. Repeated and/or unauthorized absenteeism and/or tardiness, including abuse of illness or other leave provisions.
    f. Commission of an act involving moral turpitude.
    g. Conviction of a felony, conviction of any sex or substance abuse offense made relevant by provisions of the Education Code, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.

Discipline of Permanent Employees (Cont.)

h. Acts of insubordination. This shall include, but is not limited to, refusal or failure to comply with a direct order.
i. While on duty: used, sold/furnished, was under the influence of, or unlawfully possessed any controlled substance.
j. Consumption of an alcoholic beverage, or an intoxicant of any kind, while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her. Specifically included is carrying an alcoholic beverage, or intoxicant, into a District facility or onto a District property.
k. Knowingly provided, in a verbal or written manner, confidential employee and/or student records to an unauthorized person or persons.
l. Dishonesty or theft, including deliberate destruction, damage or removal of District or another person's property.
m. Unauthorized use, or misuse, of District supplies, materials, facilities or other property.
n. Willful/knowing violation of District rules, policies or procedures. This shall also include violation or refusal to obey safety rules or regulations made applicable to public schools by the Board of Education or by any appropriate state or governmental agency.
o. Failure to possess or keep in effect any license, certificate, or other similar requirement required by the State of California for service in the employee's classification shall result in termination as a ministerial act.
p. Inexcusable discourteous, offensive, or abusive conduct or language toward the public, a pupil, or another officer or employee of the District.

q. Conduct which negatively impacts the employee's ability to render service to the District.
r. Physical or mental disability, as determined by a competent medical authority, which precludes the employee from the proper performance of his/her duties and responsibilities, except as otherwise provided by contract or by law regulating retirement of employees.

2. No disciplinary action shall be taken for any cause which arose prior to the employee becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the employing District. The parties acknowledge that, when determining the appropriate level of discipline to impose for a cause which has occurred within the last two (2) years, the concept of "just cause" includes, but is not limited to, a consideration of the employee's work record.

C. Procedures

1. Minor Infractions

- Step #1 - Bring to attention and express specific concern
- Step #2 - If infraction continues,
    a. Discussion of concern again
    b. Inform that failure to comply could result in further action and another progressive discipline step
    c. Not included in personnel file
- Step #3 - If infraction continues, written warning/letter of reprimand should include:
    a. Statement of the issue from Steps 1, 2

Discipline of Permanent Employees (Cont.)

b. Identify corrective action to be taken
c. Employee should be informed that failure to comply will result in further disciplinary action
d. Employee has 10 working days to submit written response to be attached. If no appeal is submitted in accordance with Section D, written warning will be placed in personnel file.
e. Person may have representation at conference.

- Step #4 - If employee fails to correct behavior after Step #3:
  a. If further disciplinary action is being considered (dismissal, demotion, suspension, reduction in hours or class), a conference will be held with the Assistant Superintendent of Personnel Services within five working days. Person may have representation at conference. (Investigatory interview)
     1. Gather facts
     2. Inform of what action is being considered
     3. Inform why the action is being considered
  b. Within five working days, Assistant Superintendent will issue charges and offer a Skelly Hearing with Superintendent or designee. (c) Superintendent or designee will conduct a Skelly Hearing (pre-evidentiary) within ten working days after receiving written request for hearing from employee
     1. Person may appear and/or be represented by Association
     2. Introduce relevant/witnesses' evidence
     3. Challenge or question evidence or witnesses
     4. Superintendent has five working days to render decision after which time disciplinary action may be imposed, reduced, or revoked.
     5. An employee may be subsequently suspended without pay after fulfilling requirements of this Section C.1, Step #4

Discipline of Permanent Employees (Cont.)

2. Major Infractions/Immediate Disciplinary Action

   For major infractions, due process will be afforded the employee in accordance with this article, commencing with Section C.1, Step #4. However, when the employee's presence would be detrimental to the welfare of the district, the pupils, the public, or other employees of the district, an employee may be placed immediately on administrative leave with pay upon verbal notification and then due process will be provided commencing with Section C.1, Step #4.

3. Hearing Procedure

   a. If an employee served with a recommendation for disciplinary action within ten days files a request for hearing, he/she shall indicate, with concurrence of the Association, whether he/she wants the Governing Board or an Arbitrator to conduct the hearing. In the event an arbitrator is to conduct the hearing, the provisions set forth in Step III of Article VII -Problem Resolution/Grievance Procedure shall apply. Any decision rendered by the arbitrator shall be advisory to the Board.

   b. If an employee requests a hearing and subsequently fails to appear at such hearing, the employee shall be deemed to have waived any right to participate or be represented at the hearing and action, if not already taken, may be taken without further notice to the employee, based upon the recommendation for disciplinary action prepared by the Superintendent or his/her designee, and previously served upon the employee.

   c. At such hearing, the employee shall be entitled to appear personally and/or be represented by the Association.

   d. The district and employee or his/her representative may introduce relevant evidence on his/her behalf, to cross-examine witnesses and to challenge evidence presented.

e. The hearing shall be conducted in closed session unless the employee requests a public hearing. The Board or the arbitrator may deliberate in the absence of both the employee and the District administration.
f. The Governing Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.
g. In all cases, the burden of proof shall rest with the District.

D. <u>Procedure for Appealing Written Warnings/Letters of Reprimand</u>

1. Written warnings issued to employees may be appealed directly to the Assistant Superintendent, Personnel. The appeal shall be filed with the Assistant Superintendent, Personnel within ten (10) working days from the date the employee received the written warning. The appeal must be in writing but need only state 1) that the employee desires to appeal a written warning, 2) the name of the supervisor responsible for the written warning, and 3) the date on which the written warning was issued.
2. The Assistant Superintendent, Personnel shall, within ten (10) working days from the date of receiving the written appeal, schedule a meeting. At this meeting, 1) the Assistant Superintendent, Personnel, 2) the employee and the employee's representative, if desired, and 3) the employee's supervisor responsible for the written warning will normally be present.
3. After allowing an opportunity for all parties to be heard and within five working days, the Assistant Superintendent, Personnel, shall communicate his decision in writing with respect to whether the written warning was justified together with his/her reasoning for such decision. The Assistant Superintendent, Personnel's decision shall be final.
4. No further appeal rights exist with respect to employee's written warnings so long as the matter remains a written warning.

E. General Provisions

1. Suspensions pursuant to this Article shall not reduce or deprive the employee of seniority or health benefits.
2. Nothing in this Article shall limit the District's right to institute dismissal and/or immediate suspension and mandatory leave of absence proceedings as set forth in the California Education Code, nor shall discipline under this Article be regarded as a precondition to any proceedings under the California Education Code.
3. A proposed disciplinary action may be settled at any time. The terms of such settlement shall be reduced to writing. An employee offered a disciplinary settlement by the District shall, if requested by the employee, be granted a reasonable amount of time to have the proposed settlement reviewed by chosen representative prior to signing it.
4. The employee may request the presence of an Association representative at any meeting scheduled by an administrator where disciplinary action is the subject of investigative questioning.
5. This article shall not limit the District's right to evaluate or to reprimand orally or in writing or to counsel employees subject to the appeal procedure set forth in Section C.

Article XXV -Staff Development

A. The District acknowledges the importance of the professional development of instructional paraprofessionals as set forth in Chapter 1362 of the Statutes of the 1987/88 Regular Session of the California State Legislature and further acknowledges its intent to work with the Association in providing such professional development to the District's Instructional Aides.

B. The District further acknowledges the importance of professional development to all classified employees and will continue to offer such opportunities to the classified staff (see District Form 53 for approval procedure).

A. PURPOSE

The Classified Employees' Professional Growth Program is designed to encourage classified employees to enhance their skills, to prepare for jobs in a changing workplace, and to demonstrate the Board's and Administration's commitment to education for the professional growth of all employees.

B. ELIGIBILITY

All classified employees within the District are eligible to participate.

C. ACCEPTABLE CREDITS

1. All credits to be compensated must have prior approval from the Assistant Superintendent, Personnel Services.
2. Professional Growth credits shall be directly related to the employee's duties as defined by:
    a. The present job description.
    b. The job description of an appropriate promotional position within the Roseville City School District.
    c. The development of personal awareness of human and social factors useful in the employee's area of responsibility.
3. All credits to be compensated must be earned during hours the employee is not in paid status for the District.
4. Applicable units may be earned by the successful completion of the following educational activities:
    a. Courses taken at an accredited community college or four-year college or university.
    b. Courses leading to the issuance of a certificate of competency or a certification of completion from an accredited school or recognized business or educational school.

c. Adult education courses, continuing education courses, trade school courses, or other courses offered by District-approved educational agencies.

5. Credits will be awarded on a basis of fifteen clock hours per unit. Activities of less than fifteen hours may be accumulated and added together to equal a unit.

D. APPROVAL PROCEDURES

1. All units must have prior approval from the Assistant Superintendent, Personnel Services.
2. The employee shall complete the Professional Growth Approval Form and forward the form to the Personnel Department.

E. SUBMISSION OF UNITS

1. Verification of units earned for Professional Growth shall be submitted to the Personnel Department.
2. To be granted credit, a grade of “C” or better is required for graded classes. A “pass” is required in “pass/fail” graded classes. A certificate of completion is required for all other hours earned.

F. COMPENSATION FOR CREDITS EARNED

1. Upon satisfactory completion of Sections C, D, and E, the employee will be compensated a one-time stipend of seventy-five dollars ($75) per unit (15 hours) earned. The employee will be allowed to receive compensation for no more than 12 units (180 hours) of credit per fiscal year.
2. Compensation will not be granted for hours or units earned whenever the District covers the cost of attending the workshop/class.

Contract Addition 11/1996

Article XXVII- Volunteers

A. In recognition of the community's desire to be more involved in the education of their children and in an effort to cultivate closer ties between the schools and the community, California School Employees' Association, Chapter #475, and the District agree that volunteers may be used as follows:
    1. To assist with ongoing school and program needs, volunteers may be used in accordance with Education Code Section 35021, but shall not supplant classified employees nor replace duties of classified employees on layoff status;
    2. To accomplish projects of finite duration for individual school programs in the District ("finite duration" means projects which, upon completion, will not be extended or needed on a continuing basis). Such as, but not limited to, helping to ready athletic fields for a specific event; chaperon and assist on field trips; telephoning for special activities; participate in one-time school site improvement events such as tree planting days in coordination with the district; etc.
    3. To assist in instructional settings such as, but not limited to, periodic support for classroom teachers: grade papers, prepare and organize materials, read to children, help with small groups, assist with dramas, plays, and/or special events, help with holiday celebrations, present specialized programs as a trained community volunteer, assist in fundraising events, and participate in student incentive programs.

ROSEVILLE CITY SCHOOL DISTRICT
Appendix A - Classified Salary Schedule

RANGE	CLASSIFICATION
1-15	
16-17	Cafeteria Site Cashier; Cafeteria Worker
18	Bus Monitor, Meal Duty Supervisor
19	
20	Computer Lab Assistant; Elementary Cafeteria Lead; Instructional Assistant - Level 1; Instructional Assistant - Physical Education; Instructional Assistant - TK or MTSS
21	Instructional Assistant - ALC; Instructional Assistant - ESL
22	Central Kitchen Lead; Middle School Cafeteria Lead; Parent/School/Community Liaison
23	
24	Campus Monitor; Health Assistant; Instructional Assistant - Level 2; Instructional Assistant - Level 3; Media Center Assistant; Instructional Assistant - Deaf and Hard of Hearing
25	Attendance Clerk; Custodian; Secretary - School
26	Bus Driver Instructor; District Receptionist; Student Van Driver; Support Specialist - Technology
27	Library Media Specialist; Office Specialist; School Secretary/Registrar
28	Computer Technician, Lead Custodian; Leaves Technician; Special Education Data Technician; Substitute Services Coordinator
29	Administrative Secretary - School
30	Account Clerk, Administrative Assistant - Department (Educational Services; Maintenance/Facilities; Educational Support Services), Food Service Support Specialist, Maintenance/Facilities Itinerant Support, Gardener/Maintenance Worker, Textbook/Media Center Technician, Purchasing Technician, Warehouse Worker/Delivery Driver
31	Bus Driver
32	Transportation Coordinator
33	Maintenance Worker I
34	Account Technician, Registration & Transfers Technician
35	Payroll Technician, Personnel Technician
36	Information Systems Technician; Lead Gardener/Maintenance Worker
37	Lead Bus Driver; Lead Information Systems Technician; Maintenance Worker II,
38	Administrative Assistant - Executive Director, Personnel Analyst
39	Communications Technician, Lead Maintenance Worker, Executive Assistant - Department Superintendent
40	Maintenance Worker III - HVAC; Maintenance Worker III -Electrician, Accounting Specialist
41	
42	Applications Specialist I
43	
44	Accountant
45-46	
47	Instructional Assistant - Occupational Therapy; Instructional Assistant - Speech and Language
48-61	
62	Behavior Analyst
63-68	
69	Occupational Therapist; Physical Therapist, Board Certified Behavior Analyst

Board Approved 06/18/24

Roseville City School District

Appendix B - Classified Salary Schedule

2024/2025

Range	STEP A Hourly	STEP A Monthly	STEP B Hourly	STEP B Monthly	STEP C Hourly	STEP C Monthly	STEP D Hourly	STEP D Monthly	STEP E (2 Yrs) Hourly	STEP E (2 Yrs) Monthly	STEP F (@ 7 Yrs) Hourly	STEP F (@ 7 Yrs) Monthly
16-17	18.07	3,132	18.97	3,288	19.92	3,452	20.93	3,627	21.97	3,808	23.07	3,999
18	18.17	3,149	19.08	3,307	20.02	3,470	21.02	3,643	22.05	3,822	23.15	4,013
20	19.12	3,314	20.06	3,477	21.05	3,648	22.09	3,829	23.20	4,021	24.36	4,223
21	19.59	3,396	20.57	3,566	21.60	3,745	22.68	3,932	23.82	4,128	25.01	4,335
22	20.09	3,482	21.12	3,661	22.17	3,843	23.24	4,028	24.40	4,230	25.61	4,440
24	21.19	3,673	22.22	3,851	23.35	4,048	24.51	4,249	25.72	4,459	27.01	4,681
25	21.63	3,750	22.75	3,943	23.87	4,137	25.08	4,347	26.32	4,562	27.64	4,792
26	22.18	3,844	23.30	4,039	24.46	4,240	25.68	4,452	26.96	4,673	28.33	4,911
27	22.76	3,944	23.89	4,140	25.12	4,354	26.37	4,571	27.68	4,799	29.26	5,072
28	23.32	4,042	24.47	4,242	25.70	4,455	26.95	4,671	28.32	4,909	29.71	5,150
29	23.91	4,144	25.10	4,350	26.35	4,567	27.66	4,795	29.05	5,035	30.50	5,287
30	24.50	4,247	25.72	4,459	27.01	4,681	28.36	4,916	29.77	5,161	31.26	5,418
31	25.18	4,364	26.46	4,587	27.75	4,811	29.12	5,047	30.59	5,303	32.10	5,564
32	25.74	4,462	27.03	4,685	28.39	4,921	29.78	5,163	31.29	5,424	32.85	5,693
33	26.39	4,574	27.71	4,804	29.10	5,044	30.55	5,296	32.08	5,560	33.68	5,838
34	27.07	4,692	28.41	4,925	29.85	5,173	31.33	5,431	32.92	5,705	34.55	5,989
35	27.72	4,806	29.11	5,045	30.57	5,299	32.09	5,562	33.69	5,840	35.40	6,136
36	28.42	4,926	29.85	5,173	31.34	5,432	32.91	5,704	34.55	5,989	36.28	6,288
37	29.11	5,045	30.58	5,301	32.09	5,562	33.71	5,844	35.45	6,145	37.21	6,449
38	29.83	5,170	31.31	5,427	32.87	5,697	34.50	5,980	36.23	6,280	38.04	6,593
39	30.57	5,299	32.10	5,564	33.70	5,842	35.39	6,134	37.16	6,441	39.02	6,763
40	31.24	5,415	32.77	5,681	34.41	5,965	36.13	6,262	37.92	6,572	39.83	6,905
42	32.81	5,688	34.45	5,972	36.18	6,271	37.99	6,584	39.88	6,913	41.87	7,258
47	37.08	6,427	38.94	6,749	40.88	7,087	42.93	7,440	45.08	7,813	47.33	8,204
62	53.73	9,314	56.42	9,779	59.24	10,268	62.19	10,779	65.31	11,320	68.55	11,882
69	63.71	11,043	66.89	11,595	70.24	12,174	73.75	12,783	77.44	13,422	81.31	14,093

Effective: 7/1/2024 Board Approved: 12/16/2024

BASIC UNIT: Hourly Rate MONTHLY RATE: 2,080 hours per year/12 months (rounded)

ANNIVERSARY INCREMENT: $1,334 (12 month) $1,223 (11 month) $1,112 (10 month) to begin with years 9, 12, 18, 21 & 24 cumulatively

Note: This represents a 1.0% salary increase effective 7/1/202

Memorandum of Understanding by and between
The Roseville City School District (“District”) and The California School Employees Association and its Roseville City Chapter 475 (“CSEA”)

MOU: Annual Employee Compliance Training

The Roseville City School District (“District”) and the California School Employees Association and its Roseville City Chapter 475 (“CSEA” and together the “Parties”), have agreed to the following Memorandum of Understanding (“MOU”) for the 2025/2026 school year pertaining to compensation for mandated training.

The Roseville City School District and CSEA enter into this Memorandum of Understanding (MOU) related to District mandated training for the 2025/2026 school year.

1. Classified employees who work less than 260 days are eligible for up to six (6) hours of compensation at their current rate during the 2025/2026 school year to complete mandated training.
    a. Staff will be allowed to use any non-calendered work time to complete the training in the timeframe referenced in #3.
    b. Staff will submit a timesheet for up to six (6) hours used to complete the training.

2. Classified employees who work 260 days will work with their supervisor to identify a mutually agreeable time(s) to complete the mandated training.

3. The mandated training will be assigned to staff no later than July 15, 2025, with a completion due date of no later than September 15, 2025.

4. Any staff with incomplete training on September 16, 2025, will be subject to progressive discipline per CSEA Contract Article XXIV.

This MOU is non-precedent setting and is in effect through the 2025/2026 school year.
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Memorandum of Understanding by and between
The Roseville City School District ("District") and The California School Employees Association
and its Roseville City Chapter 475 ("CSEA")

MOU: New Employee Orientation

COMMENTS
AB 119 (2017) adds sections 3555-3559 to the Government Code and amends the Public Records Act in Government Code Section 6254.3. It requires that, absent a waiver by CSEA, the District is required to (1) give CSEA ten (10) days' notice of every orientation session absent an urgent critical unforeseen need, (2) provide CSEA with access to new hires during any orientation session, (3) provide CSEA with contact information on new hires within thirty (30) days of hire or the first pay period of the month after the employee is hired, whichever is later, and (4) also provide CSEA with a list of all employees' names and contact information every one hundred twenty (120) days (October, February, June).

1. **DISTRICT NOTICE TO CSEA OF PROCESSING/ORIENTATION**
    a. For the purpose of providing CSEA access to new employees, the RCSD shall provide CSEA notice (ten (10) days where possible) each time RCSD makes a one-on-one processing/orientation appointment for a candidate recommended for hire. The notice shall include the date, time, and location of the appointment, along with the candidate's name, position, and work location. Notification shall be sent to the CSEA Labor Relations Representative of Record and the CSEA Chapter 475 President of Record.
    b. A CSEA representative shall be provided release time to attend the processing/orientation appointment should the orientation be scheduled during the representative's work hours. Release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. After receiving final clearance for hire, the employee becomes a newly hired employee.
    c. The District shall include the CSEA membership packet in any new employee orientation provided to any newly hired classified employee. CSEA shall provide the copies of the CSEA membership packets to the District for distribution.
    d. In the event the District conducts a group orientation for new hires, the District will provide CSEA with ten (10) days advance notice. The President shall be provided release time should the orientation be scheduled during the President's work hours. 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.

2. **EMPLOYEE INFORMATION**
    a. "Newly hired employee" or "new hire" means any employee, whether permanent, full-time time or 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.

b. The District shall provide CSEA with contact information on the new hires. 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:
    i. First Name;
    ii. Middle initial;
    iii. Last name;
    iv. Suffix (e.g., Jr., III)
    v. Job Title;
    vi. Department;
    vii. Primary worksite name;
    viii. Work telephone number;
    ix. Home Street address (incl. apartment #);
    x. City;
    xi. State;
    xii. ZIP Code (5 or 9 digits);
    xiii. Home telephone number (10 digits);
    xiv. Personal cellular telephone number (10 digits);
    xv. Personal email address of the employee;
    xvi. Last four numbers of the social security number;

c. This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.
d. In the event no one is hired in any particular month, the District shall send an e-mail to CSEA confirming they did not hire any new staff that month.
e. Periodic Update of Contact Information: The District shall provide CSEA with a list of all bargaining unit members’ names and contact information (as listed under 2(b) above) on the last working day of October, February, and June. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service.

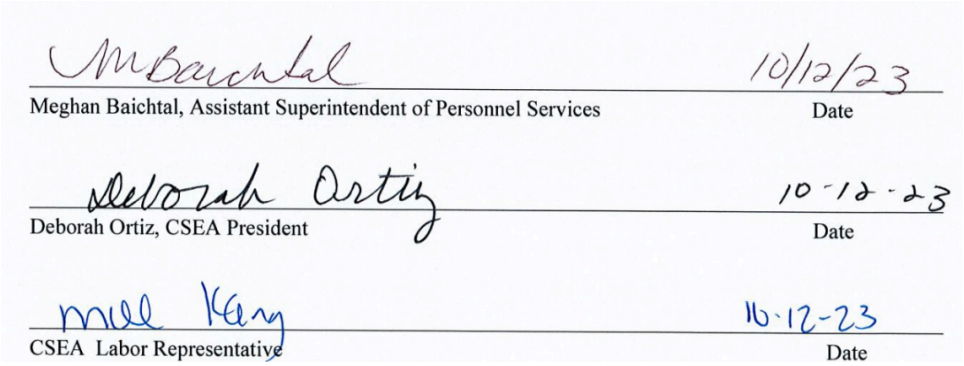
3. DURATION OF AGREEMENT

a. Term: This Agreement shall remain in full force and effect from the date this Agreement is signed, through June 30, 2025, and shall be automatically renewed from year to year unless either party serves written notice upon the other between March 1 and April 1, 2025, or any subsequent anniversary date, of its desire to modify the Agreement. If negotiations for a subsequent Agreement continue after June 30, 2025, the provisions of this Agreement shall remain in

effect until the negotiation of a new Agreement is completed. In the event an agreement is not reached within sixty (60) days after the demand to negotiation, either party can make a demand for interest arbitration.

i. Unless mutually agreed to by the Parties, there shall be no reopening of negotiations on this during the life of the Agreement from the date this Agreement is signed through June 30, 2025.

b. Savings Clause: If during the life of the Agreement there exists any applicable law, 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 contained within this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect. Upon written notification by one of the Parties to the other, any portion of the Agreement that is invalidated in accordance with this Article shall be opened for negotiations within thirty (30) days of the invalidation.



Memorandum of Understanding by and between
The Roseville City School District ("District") and The California School Employees Association and its Roseville City Chapter 475 ("CSEA")

MOU: Professional Development Days

This Memorandum of Understanding (MOU) is between the California School Employees Association and its Roseville City School District Chapter No. 475 ("CSEA") and Roseville City School District ("District") concerning the Professional Development Days for the 2024/2025 school year.

1. The number of hours equivalent to three (3) additional work days will be provided for all Instructional Assistants in payroll and Library Media Specialists during the 2024/2025 school year to participate in district-wide professional development aligned with the goals of the Local Control and Accountability Plan (LCAP). Workday is defined as the hours an employee works on a regularly scheduled day. These days are paid and included in an employee's calendar.

2. The use of Compelling Personal Importance shall be prohibited on these days.

This MOU is non-precedent-setting and is in effect for the 2024/2025 school year.

5/23/24

Brian J. Swank, Director of Personnel Services — Date

For CSEA:

5-23-24

Deborah Ortiz, CSEA President, Chapter No. 475 — Date

5-23-24

Cesar Mata, CSEA Labor Relations Representative — Date

Memorandum of Understanding by and between
The Roseville City School District ("District") and The California School Employees Association and its Roseville City Chapter 475 ("CSEA")

MOU: Confidential to Classified Positions

The California School Employees Association and its Roseville City Chapter No. 475 ("CSEA") and the Roseville City School District ("District") (collectively "Parties'") have met to ensure that all positions that are identified as "Confidential" are appropriately classified as such in accordance with California Education Code. The District and CSEA agree that a solution must be reached to ensure employees are classified correctly. As such, the parties have agreed to the
following plan to transition positions from a confidential classification to a CSEA classified classification in accordance with California Education Code:

1. No employee shall have their classification involuntarily changed while they are currently employed in the role.

2. All current confidential employees will remain confidential for the duration of their employment in their current position.

3. Salary, benefits, and longevity increases for confidential employees will remain aligned with the Classified Confidential Salary Schedule and Health and Welfare Contributions for the entire duration of their service in their current position.

4. Positions in each individual classification listed in this MOU will transition to the CSEA classified salary schedule when the employee that currently serves in the position vacates the role through promotion, resignation, retirement, dismissal, or any other means of attrition.

5. When a confidential position in the classifications listed below is vacated, the position will then be aligned with the CSEA Classified Salary Schedule, including longevity increases and health and welfare contributions.

6. A confidential employee in one of the positions in the classifications listed below may request to be transitioned to CSEA classified status without vacating their role. The District agrees to honor such requests.

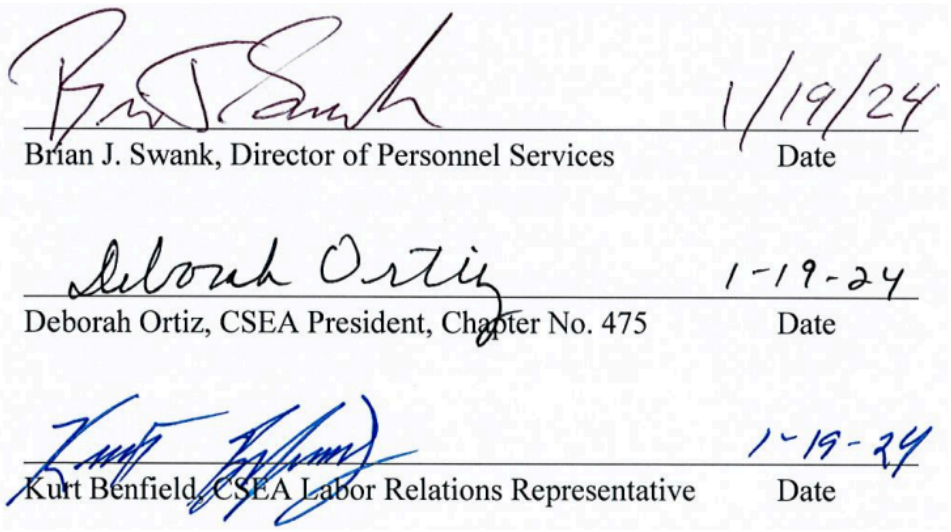
7. Individual letters of assurance will be issued to each current confidential employee that serves in one of the roles below that will state their right to remain confidential during their tenure in their current position.

8. When a position is transitioned from confidential to CSEA classified status, the classification that the position belongs to will be reviewed to ensure that the salary range placement is fair market value and the job description is current.

9. Any difference arising from the interpretation, administration, or application of this agreement may be addressed through the grievance procedure set forth in Article VII of the Collective Bargaining Agreement or any other remedial mechanism available by law, if applicable.

10. This MOU will become effective once ratified by both Parties.

Confidential to Classified Classification Changes
Payroll Technician
Personnel Technician
Admin. Assistant - Executive Director
Personnel Analyst
Executive Assistant - Department Superintendent
Accounting Specialist
Accountant



Memorandum of Understanding by and between
The Roseville City School District ("District") and The California School Employees Association
and its Roseville City Chapter 475 ("CSEA")

MOU: Special Education Instructional Assistant Bonus

This Memorandum of Understanding (MOU) is between the California School Employees Association and its Roseville City School District Chapter No. 475 ("CSEA") and Roseville City School District ("District").

The parties agree to the following:

1. All level 1 special education instructional assistants hired prior to March 31, 2026, will accrue a retention bonus of $250 per month during the 2025-26 school year. This bonus will accrue for each full month that the employee works. The bonus accrued by each employee shall be paid in December of 2025 and May of 2026. Employees must be in paid status in December of 2025 and May of 2026 to receive this bonus. An employee that separates from the District prior to receiving any portion of the bonus will have forfeited their right to the bonus. Employees shall begin accruing this retention bonus during their first **full** calendar month of employment. The maximum amount that may be accrued by any employee shall not exceed $2,500.

2. All level 2 special education instructional assistants hired prior to March 31, 2026, will accrue a retention bonus of $750 per month during the 2025-26 school year. This bonus will accrue for each full month that the employee works. The bonus accrued by each employee shall be paid in December of 2025 and May of 2026. Employees must be in paid status in December of 2025 and May of 2026 to receive this bonus. An employee that separates from the District prior to receiving any portion of the bonus will have forfeited their right to the bonus. Employees shall begin accruing this retention bonus during their first **full** calendar month of employment. The maximum amount that may be accrued by any employee shall not exceed $7,500.

3. Any special education instructional assistants hired between April 1, 2026, and May 31, 2026, will receive any accrued bonus on their paycheck in August of 2026 so long as they remain in employed status with the District.

This MOU is subject to ratification by the bargaining unit and Governing Board.

This MOU is non-precedent setting and is in effect through the 2025/2026 school year.

Brian Swank, Director of Personnel Services	1/10/25 Date
Deborah Ortiz	1/10/2025
Deborah Ortiz, CSEA President	Date
cesar mata	1/10/2025
Cesar Mata, CSEA	Date

Memorandum of Understanding by and between
The Roseville City School District ("District") and The California School Employees Association
and its Roseville City Chapter 475 ("CSEA")

MOU: CPR Training

The Roseville City School District ("District") and the California School Employees Association and its Roseville City Chapter 475 ("CSEA" and together the "Parties") enter into this Memorandum of Understanding (MOU) regarding CPR training provided by the District.

1. The parties agree that the district will facilitate one CPR training per year at no cost to unit members.

2. Unit members who attend the District training will be on paid status for the length of the training.

3. The District shall provide advance notice of the scheduled training and provide instructions on how to register.

4. It is the unit member's responsibility to register and attend the district-offered training in order to ensure there is no lapse of employees having the CPR certification.

5. This agreement shall renew automatically on July 1 if not reopened in writing by either party prior to renewal.

5/23/24
Brian J. Swank, Director of Personnel Services Date

For CSEA:

Deborah Ortiz 5-23-24
Deborah Ortiz, CSEA President, Chapter No. 475 Date

5-23-24
Cesar Mata, CSEA Labor Relations Representative Date

Memorandum of Understanding by and between
The Roseville City School District (“District”) and The California School Employees Association and its Roseville City Chapter 475 (“CSEA”)

MOU: Bus Driver Reassignment

This Memorandum of Understanding (MOU) is between The California School Employees Association and its Roseville City School District Chapter No. 475 (""CSEA") and the Roseville City School District (“District”) concerning the reassignment of bus drivers that have not met the recertification requirements necessary for employment as a bus driver.

1. Current bus drivers that have failed to meet the requirements to maintain their certification and thus are ineligible to serve in the role of a bus driver may be reassigned to a vacancy in the District for which they are qualified. Placement will be based on the needs of the District. Compensation will be aligned to the salary schedule for the position to which they are assigned. Employees will maintain their current step on the salary schedule.

2. Current bus drivers that are no longer eligible to drive due to a lapse in their certification may be reassigned to a new position for which they are qualified immediately upon the ratification of this MOU. These employees will have probationary status in the new position.

3. The District may return an employee to the position of bus driver in the event that they acquire the necessary certifications for the position, are still employed in the District, and have received satisfactory performance evaluations since being reassigned. If they are reassigned to the position of bus driver, they will maintain their seniority status. This opportunity will cease to be available if a new permanent employee(s) has been hired for the position of bus driver and/or there is no longer a bus driver vacancy.

4. If more than one employee needs to be reassigned due to a lapse in certification, reassignment to the position of Bus Driver will be given to the first employee that is eligible for the position.

This MOU is a non-precedent setting.

Brian Swank, Director of Personnel Services
Roseville City School District — Date: 1/29/24

Deborah Ortiz, CSEA President — Date: 1-29-24

CSEA Labor Representative — Date: 1-29-24

Memorandum of Understanding by and between
The Roseville City School District ("District") and The California School Employees Association
and its Roseville City Chapter 475 ("CSEA")

MOU: Minimal Substitute Conditions

This Memorandum of Understanding (MOU) is between the California School Employees Association and its Roseville City School District Chapter No. 475 ("CSEA") and Roseville City School District ("District") concerning District operations under minimal substitute conditions.

To these ends, the Parties agree as follows:

1. Any employee, who is asked to work in another job classification, will be compensated an additional $50 per day for a full-time employee (FTE) if the following occurs: the job classification is below the employee's current job classification; the job is for the employee's entire contractual day or the entire contractual day of the employee they are replacing, and the individual employee does not have the ability to address/complete the essential functions/job duties of their current job.

Dated: 8/18/22 By: Meghan Baichtal
Meghan Baichtal, Roseville City School District

Dated: 8/18/22 By: Deborah Ortiz
Deborah Ortiz, CSEA President

Dated: 8/8/22 By: _____
Kurt Benfield, CSEA Labor Relations Rep

Memorandum of Understanding by and between
The Roseville City School District (“District”) and The California School Employees Association
and its Roseville City Chapter 475 (“CSEA”)

MOU: Custodial Coverage

The Roseville City School District ("District") and the California School Employees Association and its Roseville City Chapter 475 ("CSEA" and together the "Parties"), have agreed to the following Memorandum of Understanding ("MOU") for the 2024/2025 school year pertaining to custodial coverage by other Maintenance and Facilities staff under minimal substitute conditions:

Any Maintenance and Facilities employee who provides custodial coverage will be compensated and granted compensatory time when they provide coverage for a full or part-time employee. To be eligible for compensation and compensatory time, the job classification in which they are providing coverage must be below the employee's current job classification. Coverage may be in either four or eight-hour increments.

Employees providing coverage for an eight-hour shift will receive the following:

1. $125
2. 1 hour of compensatory time

Employees providing coverage for a period of four hours in one calendar day will receive the following:

1. $62.50
2. 30 minutes of compensatory time

No employee providing coverage under this MOU may carry more than eight hours of compensatory time resulting from custodial coverage at any given time. The use of compensatory time must be mutually agreed upon by the employee and their supervisor. No reasonable request to use compensatory time shall be denied.

This MOU is subject to ratification by the bargaining unit and Governing Board.

Brian, J. Swank, Director of Personnel Services — Date 9/18/24

For CSEA:

Deborah Ortiz, CSEA President, Chapter No. 475 — Date 9-18-24

Cesar Mata, CSEA Labor Relations Representative — Date 9/18/2024

Memorandum of Understanding by and between
The Roseville City School District ("District") and The California School Employees Association and its Roseville City Chapter 475 ("CSEA")

MOU: Bus Driver Bonus

This Memorandum of Understanding (MOU) is between the California School Employees Association and its Roseville City School District Chapter No. 475 ("CSEA") and Roseville City School District ("District").

The parties agree to the following:

1. All RCSD Bus Drivers hired before the ratification of this MOU and until May 30, 2026 will receive a one time lump sum bonus of $2,500 paid to them in their first month of employment (for new hires) or in July of 2025 for existing drivers.
2. All Bus Drivers will accrue an additional retention bonus of $750 per month during the 2025-26 school year (beginning in August of 2025). This bonus will accrue for each full month that the employee works. The bonus accrued by each employee shall be paid in December of 2025 and May of 2026. Employees must be in paid status in December of 2025 and May of 2026 to receive this bonus. An employee that separates from the District prior to receiving any portion of the bonus will have forfeited their right to the bonus. Employees shall begin accruing this retention bonus during their first full calendar month of employment in the 2025-26 school year. The maximum retention bonus amount that may be accrued by any employee shall not exceed $7,500.
3. The maximum amount of money that may be earned via the lump sum bonus and retention bonus shall not exceed $10,000 for any employee.

This MOU is subject to ratification by the bargaining unit and Governing Board.

This MOU is non-precedent setting and is in effect through the 2025/2026 school year.

Brian Swank, Director of Personnel Services	3/13/25 Date
Deborah Ortiz, CSEA President	3-13-25 Date
Cesar Mata, CSEA	3/17/2025 Date

Memorandum of Understanding by and between
The Roseville City School District ("District") and The California School Employees Association
and its Roseville City Chapter 475 ("CSEA")

MOU: Food Service Bonus

This Memorandum of Understanding (MOU) is between the California School Employees Association and its Roseville City School District Chapter No. 475 ("CSEA") and Roseville City School District ("District").

The parties agree to the following:

- All CSEA classified food service employees (Lead Cook, Food Service Worker, Cashier) hired prior to March 31, 2026 will accrue a retention bonus of $300 per month during the 2025-26 school year. This bonus will accrue for each full month that the employee remains in paid status. The bonus accrued by each employee shall be paid in December of 2025 and the last month of their 2025/2026 employment calendar.
- Employees must be in paid status in December of 2025 and the last month of their 2025/2026 employment calendar to receive this bonus. An employee that separates from the District prior to receiving any portion of the bonus will have forfeited their right to the bonus. Employees shall begin accruing this retention bonus during their first full calendar month of employment. The maximum amount that may be accrued by any employee shall not exceed $3,600.
- Any CSEA classified food service employees (Lead Cook, Food Service Worker, Cashier) hired between April 1, 2026 and the end of their 2025/2026 employment calendar, will receive any accrued bonus on their paycheck in August of 2026 so long as they remain in paid status with the District.

This MOU is subject to ratification by the bargaining unit and Governing Board.

This MOU is non-precedent setting and is in effect through the 2025/2026 school year.

Brian Swank, Director of Personnel Services — Date: 5/22/25

Deborah Ortiz, CSEA President — Date: 5-22-25

cesar mata

Cesar Mata, CSEA — Date: 5/23/25

Memorandum of Understanding by and between
The Roseville City School District ("District") and The California School Employees Association
and its Roseville City Chapter 475 ("CSEA")

MOU: Fluctuating Calendars

This Memorandum of Understanding (MOU) is between the California School Employees Association and its Roseville City School District Chapter No. 475 ("CSEA") and Roseville City School District ("District").

The parties agree to the following:

1. Classified employee calendars may increase annually by no more than two days from the published number or days assigned to any particular classification. These days, if necessary, shall only be added due to annual adjustments to the school calendar or due to fluctuating days in the yearly calendar that are out of the control of the District.
2. No additional work days shall be added to the calendar as a result of this MOU that are not driven by the school or yearly calendar.
3. If any additional work days are deemed to be necessary, that are not driven by the school or yearly calendar, they must be negotiated via a separate MOU.

This agreement shall renew automatically on July 1, if not reopened by either party prior to renewal.

This MOU is subject to ratification by the bargaining unit and Governing Board.

Brian Swank, Director of Personnel Services — Date: 4/10/25

Deborah Ortiz, CSEA President — Date: 4-10-25

Cesar Mata, CSEA — Date: 4-10-25

Memorandum of Understanding by and between
The Roseville City School District (“District”) and The California School Employees Association and its Roseville City Chapter 475 (“CSEA”)

MOU: Layoffs

The Roseville City School District ("District") and the California School Employees Association and its Roseville City Chapter 475 ("CSEA" and together the "Parties"), enter into this Memorandum of Understanding (MOU) regarding the impacts and effects of the District's decision to layoff employees in the IA- MTSS job classification, as stated in Board Resolution No. 2024-25.15.

The Parties agree to the following provisions:

1. Due to lack of work or lack of funds, the Board of Education of the District has determined that it is in the best interest of the District to layoff employees in the IA- MTSS job classification. These layoffs shall be effective at the end of the 2024-25 school year.

2. There are sufficient vacancies to accommodate all affected employees. In addition to displacement, bumping, reemployment, and any other rights or benefits provided by law and the Parties' collective bargaining agreement (CBA), the District shall offer laid-off employees any vacant promotional or lateral position(s) for which the employee chooses to apply for and meets the minimum qualifications, subject to the following limitations:
    a. A laid-off employee shall not be offered a vacant promotional position over a unit member with lateral transfer rights per the CBA who has applied for a transfer to that vacant position.
    b. A laid-off employee who applies for a vacant promotional position shall be considered against other unit members who apply for the same positions and do not have lateral transfer rights per the CBA.
    c. A "promotional position" is defined as a position in a classification assigned to a higher pay range than the IA- MTSS.

3. Reductions:
    IA- MTSS FTE/hours being eliminated: 3 FTE / 18 Hours

4. This is a non-precedent setting agreement and shall fully and finally resolve all bargaining related to the impacts and effects of this reduction in service.

For Roseville City School District:

4/22/25

Brian, J. Swank, Director of Personnel Services Date

For CSEA:

4-21-25

Deborah Ortiz, CSEA President, Chapter No. 475 Date

cesar mata 4/23/25

Cesar Mata, CSEA Labor Relations Representative Date

Appendix C - List of Referenced Forms

(Forms Linked)

Form#	Form Title
#38	Certificated/Classified Time Report
--	Classified Catastrophic Leave Donation Form
#76	Classified Professional Growth Form
#112	Computation of Compensatory Time Accumulation & Use
#65	Current Classified Employee Application Form
#77	Evaluation Report for Classified Employees
#39	Expense Claim
#56	Grievance Statement
#50	Request for Leave

ROSEVILLE CITY SCHOOL DISTRICT

CLASSIFIED GREIVANCE STATEMENT

FORMAL LEVEL ONE

Name of Grievant _____ Position _____

Work Site _____ Supervisor _____

Date Situation Occurred _____ Date Step I Filed_____

Specific provision(s) of contract alleged to have been violated:

_____

_____

_____

Statement of Facts (statement that includes applicable information - names, dates, places - and nature of the complaint)

_____

_____

_____

_____

_____

Proposed Remedy:

_____

_____

_____

Employee's Signature _____ Steward/CSEA (optional) _____

Supervisor's Response:

_____

_____

_____

Supervisor's Signature_____ Date_____

Pc: Employee, CSEA, RCSD Personnel Department

ROSEVILLE CITY SCHOOL DISTRICT

CLASSIFIED GREIVANCE STATEMENT

FORMAL LEVEL TWO

Name of Grievant _____ Position _____

Work Site _____ Supervisor _____

Date Situation Occurred _____ Date Step I Filed _____ Date Step II Filed _____

Specific provision(s) of contract alleged to have been violated:

_____

_____

_____

Reason(s) grievance not resolved by Informal Process Steps I and II or Formal Process Step I:

_____

_____

_____

_____

_____

Statement of Facts (statement that includes names, dates, places - and nature of the complaint)

_____

_____

_____

Employee's Signature _____ Steward/CSEA (optional) _____

Superintendent or Designee's Response:

_____

_____

_____

Superintendent or Designee's Signature_____ Date_____

Pc: Employee, CSEA, RCSD Personnel Department

Roseville City School District

COMPUTATION OF COMPENSATORY TIME ACCUMULATION & USE

Comp time is equivalent to any hours worked beyond either (8) hours or forty (40) hours per week and shall be compensated at 1½ times the regular rate. Any such hours must have prior approval of supervisor.

Print Employee Name	ID#	**TOTAL COMP TIME CARRIED OVER**: _____

DATE COMP TIME EARNED	ADDITIONAL HOURS WORKED	COMP TIME EARNED	REASON FOR WORKING ADDITIONAL TIME

TOTAL COMP TIME **EARNED** THIS MONTH: _____

TOTAL COMP TIME ACCUMULATED: _____

DATE COMP TIME USED	TOTAL AMOUNT **USED**

TOTAL COMP HOURS **USED** THIS MONTH: _____

DATE	TOTAL HOURS **PAID**

TOTAL COMP HOURS **PAID** THIS MONTH: _____
**Must attach a signed time sheet

_____ _____ _____ _____

Employee's Signature Date Supervisors Signature Date

SUBMIT THIS FORM TO THE PERSONNEL OFFICE ON THE LAST WORKING DAY OF THE MONTH.

TIME SHEETS SUBMITTED BY THE 25TH OF THE MONTH WILL BE PAID ON THE 10TH OF THE FOLLOWING MONTH.