

**RAVENSWOOD CITY SCHOOL
DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION CHAPTER #303**

July 9, 2019 – June 30, 2022

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APPENDIX A BARGAINING UNIT CLASSIFICATIONS

APPENDIX B HISTORICAL BARGAINING UNIT

APPENDIX C CLASSIFIED SALARY SCHEDULE

- Classified Salary Schedule Effective July 1, 2015 (2018-2019 Actual)
- Classified Salary Schedule Effective July 1, 2015
- Classified Salary Schedule Effective July 1, 2018
- Classified Salary Schedule Effective July 1, 2019

APPENDIX D CLASSIFIED EVALUATIONS

ARTICLE 1: PREAMBLE AND RECOGNITION

1.1 This agreement is signed and entered into [date], by and between RAVENSWOOD CITY SCHOOL DISTRICT (“District”), and the RAVENSWOOD CHAPTER #303, an affiliate of CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (“CSEA” or “Association”).

1.2 CSEA is the exclusive representative for all bargaining unit classifications listed in the PERB certification dated July 19, 1977. CSEA and the District recognize that classifications have been added to the bargaining unit and classifications have fallen out of use by the District subsequent to the PERB certification. The CSEA bargaining unit salary schedule, attached as Appendix A, lists the bargaining unit classifications as of the effective date of the Agreement. Appendix B is a historical list of bargaining unit classifications.

The District further recognizes CSEA as the exclusive bargaining representative for all newly created classified positions, except those that are management, confidential or supervisory. Prior to adding a classification to the bargaining unit, the District shall notify the CSEA Chapter President and provide CSEA with an opportunity to negotiate the applicable effects. Disputed cases shall be submitted to PERB for resolution.

CSEA shall exclusively represent bargaining unit employees in their employment relations with the District. No other group, or organization, or representative shall be recognized or permitted to engage on behalf of any classified employee included in the bargaining unit in any activities concerning wages, hours, or terms and conditions of employment.

1.3 All section titles in this Agreement are descriptive only and have no meaning in regard to the interpretation of the sections.

ARTICLE 2: ORGANIZATIONAL RIGHTS

2.1 CSEA Rights

CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement, provided the exercise of such rights does not interfere with the normal operations of the District and work responsibilities of the employees:

2.1.1 Access

Pursuant to Government code 3543.1(b), CSEA shall have the right of access at reasonable times to areas in which a unit member works. The CSEA Chapter President or Labor Relations Representative shall provide reasonable notice to the District prior to its representatives visiting school sites during the work day for the purposes of union business. CSEA representatives visiting school sites during the work day shall not interfere with assigned duties of the unit members.

In situations where CSEA wishes to meet privately with a unit member at their site during the unit member's work day, the CSEA Chapter President, Labor Relations Representative or the unit member shall request that the site Supervisor release the unit member for the meeting. These requests shall be made with as much advance notice as possible. In determining whether the release request is approved, the Supervisor will take into account the impact on the workplace and whether coverage for the unit member is necessary and available. If the Supervisor determines that the unit member cannot be released, an alternate meeting time shall be scheduled. Supervisors shall not unreasonably deny release requests.

CSEA shall not be required to provide notice when visiting school sites to represent a unit members in matters where the unit member has a legal or contractual right to union representation.

2.1.2 Communication

The right to use without charge District institutional bulletin boards, mailboxes, and other District means of communications subject to reasonable regulation.

2.1.3 Use of Facilities

The right to use without charge District facilities and buildings at reasonable times for purposes of exercising rights under the EERA.

2.1.4 Personnel Files

The right to review unit member's personnel files subject to Article 13.6 and any other records dealing with unit members which may be used in a disciplinary hearing, when accompanied by the unit member or on presentation of a signed District authorization form which extends the unit member's authorization to no more than five (5) days from the date of signing.

2.1.5 Seniority Roster

The right to be supplied with a complete date of hire seniority roster of all bargaining unit employees within two (2) weeks of the effective date of this Agreement, and, as needed by CSEA to represent employees in matters relative to wages, hours and other terms and conditions of employment (i.e., layoffs).

2.1.6 Necessary Information

Upon request, the District will provide to CSEA copies of information which is necessary and relevant for negotiations and contract administration, provided, however, that such information is reasonably obtainable, is not confidential in nature, and does not consist of a work-product prepared for negotiations or for contract administration.

2.1.7 Board Materials

The right to receive two (2) copies of at the time of public submission to the Board the Board agenda, minutes, and any non-confidential budget or financial materials. This requirement shall be satisfied by notifying the CSEA President and CSEA Labor Relations Representative by email that the Board agenda and related public materials are ready and can be picked up at the Superintendent's Office during normal working hours.

2.1.8 Release Time

CSEA shall be granted a total of 120 hours per year of the Agreement (July - June) for the purpose of allowing its officers Site Representatives or Job Stewards to participate in the Association's normal business activities as designated and approved in writing to the District by the Chapter President. Except in cases of emergency, the CSEA shall provide written notification three (3) days in advance to the Director of Human Resources or designee the names of the officer(s) Site Representatives or Job Stewards who will be utilizing said leave and the designated purpose. With the exception of Voting/Ratification Release Time (section 2.1.8.2 of this article), each bargaining unit member utilizing release time provided in this Agreement shall record it on the appropriate form provided by the District.

2.1.8.1 Conference Release Time

The District will provide paid release time and substitutes, if necessary for up to two (2) delegates to attend the Association's annual conference. These days are not to be taken from the 16 days of release time as currently stated in the contract in Article 2.1.8.

2.1.8.2 Voting/Ratification Release Time

The District shall provide release time to all CSEA members to attend and vote on the ratification of any new contract or agreement between

the Association and the District. (Ratification meetings are held between 4:30 and 5:30 p.m.). Unit members from the second shift may attend.

2.1.9 Representation

Any bargaining unit member shall have the right to CSEA representation in any matter that the unit member has a legal right to union representation. Any Job Steward, as determined by CSEA, shall be eligible to represent union members; however, depending on the nature of the matter, at CSEA's discretion, the Labor Relations Representative may directly represent members (in lieu of a Job Steward.)

2.1.10 Employer Employee Relations Meetings

The Superintendent or designee, and the representatives of the Association shall meet, upon request of the Association or the Superintendent, at a mutually agreeable time(s) to discuss matters that may be of concern either party. The purpose of this meeting is to provide an opportunity for consultation and is not intended as a substitute for the negotiations process. Reasonable paid release time will be provided by the District to Association representatives for the purposes of attending these meetings. This release time shall not be deducted from any release time contained elsewhere in this Agreement.

2.2 Distribution of Contract

Within thirty (30) days after the execution of this Agreement, the District shall provide without charge a copy of this Agreement to every employee in the bargaining unit, and shall provide 15 hard copies of the Agreement to the CSEA Chapter #303 President. Any employee who becomes a member of the bargaining unit after the execution of this Agreement shall be provided a copy of this Agreement without charge, along with a copy of any written changes agreed to by the parties to this Agreement. The Agreement and any subsequent memoranda of understanding and side letters shall be posted on the District website.

2.3 Dues Deduction

2.3.1 As required by Education Code Section 45168, the District shall honor employees' revocable written authorizations for CSEA dues and related deductions from bargaining unit employee salaries or wages.

2.3.2 The District shall rely on a written certification from CSEA requesting a deduction of CSEA dues and other related fees from employees' salaries or wages.

2.3.3 CSEA certifies that CSEA has and will maintain individual signed employee authorizations authorizing CSEA dues and related deductions that meet the requirements of state and federal law. CSEA shall not be required to provide a

copy of individual employee written authorizations to the District unless a dispute arises about the existence or terms of the written authorization. To the full extent authorized by Education Code Section 45168, CSEA shall indemnify the District for any claims made by any bargaining unit employee for deductions made in reliance on CSEA's notification to the District.

- 2.3.4 Based on the certification from CSEA described above, the District shall deduct, monthly, the amount of CSEA regular and periodic dues and fees, and any special membership assessments as specified by CSEA.

The deductions, together with a written statement of the names and amounts deducted, shall be forwarded promptly by the District to a CSEA representative who is designated in writing by the CSEA Labor Relations Representative as the person authorized to receive such funds, at the address specified. *The parties acknowledge that as of February 12, 2019, the District is currently submitting the information described in this sub-section to CSEA. The District need not make any changes unless notified, in writing, by the Labor Relations Representative.*

- 2.3.5 CSEA shall provide the District with notification of any increases in CSEA deductions in sufficient time before the effective date of the increase to allow the District to implement the payroll deduction changes and shall provide the District with a copy of the notification of the increase that has been sent to all concerned employees.

2.3.6 Change Or Cancellation of Deductions

2.3.6.1 Dues deductions may be revoked only pursuant to the terms of the employee's signed CSEA authorization form. The District shall direct to the CSEA Labor Relations Representative all employee requests or inquiries regarding changes or cancellations of payroll deductions for CSEA. CSEA shall be responsible for processing these requests.

2.3.6.2 CSEA will promptly notify the District of any changes or cancellations to an employee's authorized deductions. As required by applicable state law, the District shall rely on information provided by CSEA to cancel or change authorizations, and to the full extent authorized by Education Code Section 45168, CSEA shall indemnify the District for any claims made by any bargaining unit employee for deductions made in reliance on that information.

2.3.6.3 The District shall not interfere with the terms of any agreement between CSEA and an employee with regard to CSEA membership, including, but not limited to automatic renewals and revocation window periods. Furthermore, the District shall remain neutral regarding an employee's decision to belong to CSEA. All unit member inquiries to the District regarding CSEA membership and

anything covered in this Article 2.3 shall be directed to the CSEA Labor Relations Representative.

2.4 Access to New Employee Orientations and Unit Member Information

The purpose of this Article 2.4 is to implement Government Code Sections 3555-3559.

2.4.1 Definitions

For purposes of this Article 2.4, “newly hired employee,” “new hire” or “new employee” means any CSEA bargaining unit member, whether permanent, full-time, part-time, hired by the District and who is still employed as of the date of a new employee orientation addressed in this agreement, including previously hired employees.

2.4.2 Release Time for New Employee Orientation Meetings

The Chapter President or unit member designee shall receive thirty (30) minutes of paid time to conduct each CSEA orientation meeting scheduled as described in 2.4.3, plus reasonable paid time, if needed, to travel from the Chapter President or designee’s assigned work site to the orientation meeting. Each new employee also will be paid or released from work with pay to attend a scheduled new employee orientation meeting. This is in addition to release time already provided in Article 2.

2.4.3 Group New Employee Orientations

2.4.3.1 Group new employee orientations will be held once a month if new bargaining unit members have been hired since the last group orientation. The District and CSEA agree that new employee orientations will be held at 2:45 p.m. on the **third** Wednesday of the month, September through May, that is a District work day. Additional new employee orientations may be held on other mutually agreed to dates, as necessary. The District shall notify each newly hired bargaining unit member of the time, date and location of the new employee orientation meeting they are required to attend and that they will be paid to attend. CSEA shall have 30 minutes at each group new employee new orientation meeting, and District managers shall not be present during CSEA’s portion of the meeting.

Unit members hired in the months of June, July and August shall attend the September orientation meeting.

2.4.4 “Welcome Back” Work Day Meeting

The District will provide an opportunity during the District “welcome back” work day prior to the first day of school for CSEA to hold a meeting of no more than 30 minutes with bargaining unit members for CSEA purposes. District managers shall not be present during CSEA’s portion of the meeting.

2.4.5 Unit Member Information

- 2.4.5.1 Within five (5) working days of each regular Governing Board meeting, the District shall provide CSEA with a list of names and contact information for any newly hired unit members.
- 2.4.5.2 The District will provide CSEA with a list of all unit member names and contact information on the last working day of September, January, and May.
- 2.4.5.3 The information will be provided to CSEA electronically in Excel spreadsheet format (or other mutually agreeable spreadsheet format) and shall be transmitted to CSEA via secure FTP site, hosted by CSEA (or by email if FTP service is unavailable). Monthly information shall be provided in its own separate spreadsheet for that month.
- 2.4.5.4 The contact information provided by the District shall include the following information, with each section in its own column of the spreadsheet (if it has been provided to the District by the unit member).

Sections:

First name;
Middle initial;
Last name;
Suffix (e.g. Jr., III);
Job title;
Department;
Primary worksite name;
Work telephone number;
Home street address including apartment number,
City;
State;
Zip code (5 or 9 digits);
Home telephone number (10 digits);
Personal cellular telephone number (10 digits);
Personal email address on file with the District;
Birthdate;
Hire date;
CalPERS status (y/n);
Employee identification number.

2.4.6 Grievability

This Article 2.4 is grievable by CSEA only, pursuant to Article 4.

ARTICLE 3: JOB STEWARD

3.1 Purpose and Authority

CSEA may appoint job stewards at each of the District's major work sites, i.e., each school site, maintenance yard, and District Office. Job stewards are authorized to represent bargaining unit members relative to rights afforded under this Agreement.

3.2 Notification

CSEA shall periodically notify the District in writing of the names and site responsibilities of current job stewards.

3.3 Release Time

Job Stewards shall receive reasonable release time to represent bargaining unit members relative to rights afforded under this Agreement regarding their employment. Release time provided under this Article 3.3 is exclusive of other release time provided under this Agreement.

3.4 Procedures

3.4.1 Designated CSEA Job Stewards will be permitted to leave work during reasonable times to represent bargaining unit members regarding their rights under this Agreement; however, if the supervisor determines that an adequate level of service cannot be maintained at the time requested, appropriate District supervisors/administrators will cooperate to schedule another time as soon as practicable. Job Steward release time shall not be unreasonably denied.

3.4.2 A job steward shall promptly record on the District CSEA release time form all release time provided to represent bargaining unit members relative to rights afforded under this Agreement, e.g., investigating, preparing, writing and presenting a grievance, representing a unit member in grievance and discipline meetings with management.

3.5 CAL-OSHA

A job steward shall have the right to accompany a CAL-OSHA representative conducting a safety inspection of any area or department included within his site assignment.

ARTICLE 4: GRIEVANCE PROCEDURE

4.1 Definition

A grievance is defined as a complaint of any bargaining unit member(s) or CSEA involving the interpretation, application, or alleged violation of a specific provision(s) of this Agreement. It is the intent of the parties to equitably resolve grievances at the lowest possible administrative (immediate supervisor) level. It is the intention of the parties to encourage an atmosphere that is as informal and confidential as is possible in the resolution of grievances. Actions to challenge or change policies, regulations, or other matters outside this Agreement are not within the scope of this procedure, and review must be taken under the relevant complaint procedure in the Board Policy Manual.

4.2 Procedure

4.2.1 Informal

Initially, before filing a written grievance, the grievant(s) shall attempt to resolve the matter by an informal conference with the grievant's immediate supervisor either directly or through the grievant's representative within twenty (20) working days following the act or omission giving rise to the grievance.

4.2.2 Level 1- Immediate Supervisor

- a. If the informal discussion does not resolve the grievance, the grievant(s) shall submit a statement of the grievance in writing to the grievant's immediate supervisor within ten (10) working days following the date of the informal conference. This statement shall include the section of the Agreement alleged to have been violated; the circumstances on which the grievance is based; the persons involved; the decisions rendered at the informal conference; the remedy sought; and an outline of actions taken to adjust the grievance.
- b. Either the grievant or the immediate supervisor shall have the right to request a conference in order to resolve the grievance.
- c. The immediate supervisor shall communicate a decision to the grievant(s) and the Association in writing within ten (10) working days after receiving the written grievance.

4.2.3 Level II - Superintendent

If the grievance is not resolved at Level I, the grievant may appeal the decision within five (5) working days to the Superintendent or designee. The appeal shall include a copy of the original grievance, the decision rendered at Level I and a clear, concise statement of the reason for appeal. Within seven (7) working days, the Superintendent or designee shall meet with the grievant and CSEA representative to hear the grievance and shall give a decision in writing to the grievant and CSEA within five (5) working days of the meeting.

4.2.4 Level III - Binding Arbitration

If CSEA is not satisfied with the decision rendered at Level II, within twenty (20) working days of the Level II response, only CSEA may appeal the decision to binding arbitration.

The written appeal shall include a copy of the original grievance, the decision rendered at Level II and a clear, concise statement of the reason for the appeal, and specific remedy sought.

- a. The District and CSEA shall select a mutually acceptable arbitrator. In the event the parties are unable to agree on an arbitrator, within twenty (20) working days of the submission of the grievance to arbitration, the arbitrator shall be selected from a list of five (5) names requested from the State Mediation and Conciliation Service. If CSEA and the District cannot agree upon an arbitrator from the list, each party shall alternately strike a name after determining the first strike by lot until only one name remains. CSEA shall toss the coin.
- b. The arbitrator shall conduct a hearing, at which both parties may present evidence and call witnesses. After concluding the hearing, the arbitrator shall prepare a decision which shall consist of a statement of the issue(s) being submitted for decision, a summary of each party's position, a brief statement of the facts (including resolution of disputed facts), an explanation of the reasons the grievance is either granted or denied, and the remedy, if any, ordered by the arbitrator.
- c. The arbitrator's decision shall be sent to the Governing Board with copies to the grievant, CSEA, and Superintendent. The arbitrator shall not be empowered to make any decision amending, changing, subtracting from, or adding to the provisions of this Agreement.
- d. The decision of the arbitrator will be final and binding.

4.2.5 Cost of Arbitration

CSEA and the District shall share equally fees and expenses of the arbitrator and any other costs incurred at the arbitrator's direction. Each party involved in the grievance shall act quickly so that the grievance may be resolved promptly.

4.2.6 Miscellaneous Provisions

a. Time Limits

Every effort should be made to complete action within the time limits contained in the grievance procedure. Failure by the grievant or CSEA to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. Failure by the District to respond within the specified time limits shall render the grievance appealable to the next

level. Such appeal shall be taken within the time limit specified for appeal to the next level. The time period shall begin to run on the day after the District decision should have been rendered.

b. Association Representation

The grievant shall be entitled to representation by the Association at all levels of this procedure. In grievances where the Association does not represent the grievant, the District shall not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

c. CSEA/Union Grievances

Grievances may be filed by CSEA where the grievance involves more than one (1) employee or more than one (1) supervisor or if the grievance has a generalized effect on the CSEA bargaining unit. CSEA grievances shall be filed directly at Level II. To be timely, a CSEA grievance must be filed at Level II within the twenty (20) day time limit set forth in Section 4.2.1.

d. No Reprisals

No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

e. Records

No grievance shall be retained in the employee's personnel file. All documents, communications, and records dealing with processing of a grievance shall be filed separately from the personnel file of the employee.

f. Release Time

One (1) representative of CSEA per grievance shall have the right to receive paid release time for the purpose of processing and attending grievance conferences with the District administration.

g. Resolution

Every effort will be made by the parties to settle grievances at the lowest possible level.

ARTICLE 5: HOURS AND OVERTIME

5.1 Work Week

The regular workweek for full-time employees shall consist of thirty seven and one-half (37-1/2) hours per week and five (5) consecutive days served in units of seven and one-half (7-1/2) hours, exclusive of lunch.

5.1.1 Part-Time

Unit members, who work less than the regular week and day as set forth in 5.1 above, shall be designated as part-time.

5.2 Work Day

The District shall establish the length and scheduling for the workday for each unit member together with the establishment for each classification a fixed, regular, and ascertainable minimum number of hours per day, days per week, and months per year. The workweek shall consist of not less than an average of three (3) hours per day for five (5) consecutive days. If the yard duty supervision classification is added to the bargaining unit, the work week for positions in the classification may consist of less than an average of three (3) hours per day and fewer than five (5) work days that may not be consecutive.

5.3 Work Assignment

5.3.1 The work assignment, including starting and ending times and work year for unit members shall be set by Administration.

5.3.2 10-Month Assignment/186 Work Days

The work year for bargaining unit members in the following classifications shall run concurrently with the teacher work year:

- After School Program Class Leader
- Campus Relations Coordinator
- Child Nutrition and Education Manager
- Child Nutrition & Education Worker
- Driver/Operator
- Instructional Aide
- Occupational Therapist
- Paraeducator SPED
- Ravenswood Makerspace School Tinkerer
- Health Aide
- School Support Staff
- Speech Language Pathologist
- Speech Language Pathologist Assistant
- Van Driver

At the District's discretion, unit members or designated unit members shall attend two (2) sixty (60) minute staff meetings per month, which may run concurrently with certificated or other staff meetings, which shall be scheduled at the end of the instructional day. The District shall adjust affected unit members' work hours. The work hours will not be increased on the day of the staff meeting. Unit members shall be given at least three (3) days advance notice of staff meetings.

5.3.3 11-Month Assignment/208 Work Days

The work year for bargaining unit members in the following classifications shall have a work year of 11 months/208 work days:

- Administrative Assistant,
- Translator/Interpreter
- Library Instructional Media Specialist, and
- After School Program Site Coordinator.

5.3.4 12-Month Assignment/230 Work Days

The work year for bargaining unit members in the following classifications shall have a work year of 12 months/230 work days:

- Accountant
- Administrative Secretary
- Audio Visual Technician
- Carpenter/General Maintenance/Locksmith
- Custodian – Day
- Custodian – Night
- Glazier General Maintenance
- Grounds Specialist - Gardner
- Laborer
- Maintenance Electrician
- Maintenance Mechanic
- Network Specialist
- Payroll Specialist
- Sprinkler/Irrigation Mechanic
- Translator/Interpreter
- Warehouse Manager.

5.3.5 Calendar

In consultation with CSEA, the District shall annually prepare work calendars for all bargaining unit classifications showing the work days, non-work (unpaid) days and holidays.

If the District is interested in reducing or adding days to the work year beyond what is established in this section 5.3, it shall notify the CSEA Chapter President and CSEA Labor Relations Representative in writing of its proposal and upon CSEA's timely request, the parties shall negotiate the decision and its effects.

5.4 Annual Statement

All employees shall receive an annual statement as per the following schedule and information:

September Paycheck: Classification, salary range and step and longevity step.

Two (2) weeks prior to the first day of each school year: Work site, work hours, and supervisor of record.

5.5 Modified Work Week

A Tuesday through Saturday work schedule may be established for grounds and maintenance staff. If established, the option of this alternate schedule will be offered to employees according to seniority, based on date of hire starting with the most senior employee.

5.6 Modified Work Day

A ten (10) hour, four (4) day per week work schedule may be established for specified classified positions, offered and accepted based on highest seniority but assigned from lowest to highest seniority.

5.7 Increase in Assigned Time

Any employee in the bargaining unit who is assigned by management to work a minimum of thirty (30) minutes per day in excess of the employee's regular part-time assignment for a period of twenty (20) consecutive working days or more shall have the employee's basic assignment changed to reflect the longer hours.

5.8 Meal Periods

No fewer than thirty (30) minutes and no more than one hour of non-compensated lunch period shall be provided for all unit members who render service for more than four (4) consecutive hours. The lunch period shall be assigned by the appropriate supervisor and shall be scheduled as close to the middle of the unit member's shift as is possible.

5.9 Rest Periods

A fifteen (15) minute duty-free paid rest period shall be provided to unit members for each three and three fourths (3-3/4) hours of service. The rest period shall be scheduled by the appropriate supervisor at or near the mid-point of each three and three-fourths (3-3/4) hour period of service. With the permission of the appropriate supervisor, unit members may

leave the work site during their paid rest periods. In all other cases, unit members shall remain at their work site during paid rest periods.

5.10 Overtime

5.10.1 Definition

Overtime is any assigned or verbally required time worked in excess of seven and one-half (7 1/2) hours in any work day (24 hour period) or in excess of thirty-seven and one-half (37 1/2) hours in a work week, exclusive of lunch

5.10.2 Authorization

Bargaining unit members shall not work overtime unless the overtime is specifically assigned or verbally required by an appropriate supervisor.

5.10.3 Time Worked

The “time worked” shall include, for purposes of computing overtime, holidays, sick leave, vacation, compensatory time off, and other paid leaves.

5.10.4 Overtime/Sunday Compensation

Overtime as defined in 5.10.1 through the twelfth (12th) hour of work shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay. Commencing with the thirteenth (13th) hour, overtime shall be paid at a rate of pay equal to double the regular rate of pay. Assigned work on a Sunday shall be compensated at the rate of time and one-half (1-1/2) for the first eight (8) hours and double-time commencing with the ninth (9th) hour of work.

5.10.5 Part-Time Overtime

Regular part-time unit members shall receive pay at the overtime rate for work required on the sixth or seventh day following the commencement of the work week.

5.10.6 Holiday Rate

Unit members who are authorized to work on holidays as designated in the negotiated District work calendar shall be compensated for the holiday plus the overtime rate.

5.10.7 Opportunity for Overtime

The opportunity for overtime shall be equitably distributed by management within the work unit in accordance with the following factors: seniority preference within the department or school site concerned, availability of employees, rotation of overtime opportunity, and skill levels needed.

5.10.8 Compensatory Time

A unit member shall have the option of receiving compensatory time in lieu of the overtime pay with the prior written authorization of the immediate supervisor and approval of the Superintendent. If compensatory time has not been taken by the unit member within eleven (11) months following the pay period within which the overtime was earned, the employee shall be paid pursuant to Section 5.10.4.

5.11 Special Provisions

5.11.1 Call-Back Pay

Any unit member who is required by the District to work on a day when the unit member has not been scheduled, or any unit member called back to work after completion of a regular work day for that unit member, shall be entitled to a minimum of two (2) hours of compensation at the overtime rate.

5.11.2 Shift Differential

Any regular full-time unit member who is assigned a major portion of a regular shift between the hours of 3:30 p.m. and 7:00 a.m. shall be compensated on the basis of a 6.5% pay differential. An employee receiving differential compensation on the basis of the employee's regularly assigned shift shall not lose such compensation if temporarily, for twenty (20) working days or less, assigned to a shift not entitled to such compensation. The regular rate of pay for all purposes for an employee assigned to shift differential compensation shall be the differential rate.

5.11.3 Voting Time Off

If an employee's work schedule is such that it does not allow sufficient time to vote in any federal, state, or local election in which the employee is entitled to vote, the District shall arrange to allow sufficient time for such voting by the employee without loss of pay.

5.12 Summer Period Provisions

5.12.1 Assignment

When it is necessary to assign bargaining unit members who do not normally work during the summer period to serve during the summer period, the assignment shall be made on the basis of District seniority and possession of requisite skills, experience and training for the summer program position. No bargaining unit employee shall be required to accept a summer period assignment. If the employee with the requisite skills, experience, training and greatest District seniority refuses the assignment it shall be offered to other employees with the appropriate classification and requisite skills, experience and training in descending order of District seniority until the summer program position is filled.

5.12.1.1 The assignment of each paraeducator for summer school will first be given to the employee who has served the previous sixty (60) working days with the identified student. If that employee does not accept the assignment or no paraeducator has been working with the child for the previous sixty (60) working days, the provisions of Article 5.12.1 apply.

5.12.2 Compensation

An employee who accepts a summer period assignment in accordance with the provisions of this section shall receive, on a pro rata basis, no less than the compensation and benefits applicable to that classification during the regular academic year and in no event shall compensation and benefits be less, on a pro rata basis, than the compensation and benefits the employee was receiving immediately prior to the commencement of the summer period assignment for an assignment in the same classification. No prorating of compensation and benefits shall be applied on any basis other than on the relationship which the number of hours assigned for summer employment bears to the number of hours assigned to the employee during the regular August/September-June academic year.

5.12.3 Paid Status

All hours assigned to an employee for a summer period assignment shall be considered “hours in paid status” for the purposes of this Agreement.

ARTICLE 6: WAGES & BENEFITS

6.1 Wages

- 6.1.1 Bargaining unit members shall be compensated according to the Salary Schedule attached as Appendix C.
- 6.1.2 Pursuant to the Memorandum of Understanding dated June 20, 2019 and included in this agreement as Appendix C-1, effective July 1, 2018, the 2015-2016 Salary Schedule shall be increased by two percent (2%) for all bargaining unit members who completed the 2018-2019 school year (from their date of employment if hired after the school year started).
- 6.1.3 Effective July 1, 2019 and included in this agreement as Appendix C-2, the 2018-2019 Salary Schedule shall be increased by five percent (5.5%).
- 6.1.4 Each bargaining unit member who completed the 2018-2019 school year (from the unit member's date of employment if hired after the school year started) and returns to the District for the 2019-2020 school year shall receive a one-time, off-the-salary schedule payment of \$2,000, payment issued in September 2019.

6.2 Benefits

6.2.1 Eligibility

All bargaining unit members working four (4) hours per day or more and their dependents per CalPERS criteria are eligible for District offered benefit programs.

- 6.2.2 The District shall offer Long-term Disability Insurance options through American Fidelity. If a unit member chooses to purchase a policy, upon the unit member's written authorization, the District shall deduct any applicable plan premiums from the unit member's paycheck and remit to American Fidelity.

6.2.3 Hospitalization and Medical Care

The District provides CalPERS medical program benefits to active bargaining unit members and retirees in accordance with the Public Employees' Medical and Hospital Care Act ("PEMHCA").

6.2.3.1 Basic District Contribution

For all bargaining unit employees and retirees, the District pays the PEMHCA statutory minimum as determined by CalPERS under Government Code Section 22892.

6.2.3.2 Supplemental District Contribution

In addition to the basic District contribution, effective July 1, 2019 the District shall contribute a supplemental amount toward medical

insurance premiums for eligible bargaining unit members which when added to the PEMHCA statutory minimum shall be equal to 100% of the CalPERS employee only Bay Area Kaiser rate each year. Unit member(s) who desire health insurance or health insurance coverage in excess of the District's contribution will pay any additional premiums or costs associated with such additional or excess coverage or benefits through automatic payroll deduction.

6.2.4 Dental Insurance

The District shall pay the full premium cost of dental insurance coverage (Delta Dental) for all eligible bargaining unit members throughout the term of the Agreement. All eligible unit members must participate in dental insurance. Any changes to the Dental Insurance plan benefits shall be negotiated with CSEA.

6.2.5 Life Insurance

The District shall provide, at no cost to the employee, life insurance for each eligible bargaining unit member in the amount of \$50,000.

6.2.6 Retiree Health Benefits

Unit members who retire and are eligible for health benefits at the time of their retirement shall be entitled to District paid medical coverage for a single individual up to the current District cap for single coverage, for five (5) years or until age 65, whichever comes first. This provision shall only apply to unit members who are eligible for the District contribution to health benefits at the time of their retirement, and is subject to all applicable CalPERS/PEMHCA requirements.

6.2.7 Notification of Changes

Within ten (10) days after the District receives any notice regarding any and all changes in health benefit plans or costs, all employees will be notified.

6.3 Mileage Allowance

When a unit member secures advance written authorization from the appropriate supervisor to use the unit member's vehicle on approved District business, the unit member shall be reimbursed for such usage at the IRS approved rate per mile. Prior to authorization being granted for use of a private vehicle for District purposes, and prior to any eligibility for mileage reimbursement, the unit member must provide to the Business Office proof of private liability insurance in the form of an affidavit.

6.4 Uniforms

The District may require unit members to wear a distinctive uniform while at work. The cost of the purchase, lease, or rental of uniforms, equipment, identification badges, emblems, and cards required by the District shall be borne by the District.

6.5 Work out of Classification

Unit members shall not be required to perform duties which are not fixed and prescribed for the position by the District in accordance with the Education Code unless the duties reasonably relate to those fixed for the position by the District, for any period of time which exceeds five (5) working days within a 15-calendar-day period except as authorized herein. A unit member may be required to perform duties inconsistent with those assigned to the position by the Governing Board for a period of more than five (5) working days within any 15-calendar-day period provided that the unit member's salary is adjusted upward for the entire period the unit member is required to work out of classification. The amount of the adjustment shall be the regular rate of pay for the higher classification at the step on which the unit member is assigned in the unit member's regular classification, provided that the rate of pay in the classification to which the unit member is assigned is higher. However, in no event shall an employee working out of classification receive less than five percent (5%) above the employee's regular rate of pay.

6.6 Pay Stub, Sick Leave and Vacation Information

All regular paychecks for employees in the bargaining unit shall be itemized to include deductions. Employees will be given annual notice of accumulated sick days and vacation days.

6.7 Payroll Errors

Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a supplemental check issued, not later than five (5) working days after the employee provides notice to the payroll department. This timeline for the issuance of a supplemental check shall be extended by the time required by the County Superintendent's Office to issue the check. In the event the District overpays a unit member, the District will notify the unit member, and the District and the unit member shall attempt to mutually agree to a repayment schedule by payroll deduction.

6.8 Lost Checks

Any paycheck for an employee in the bargaining unit which is lost shall be reported to the San Mateo County Office of Education by the District.

The District shall inform the San Mateo County Office of Education within 48 hours of notification to the District by the employee and shall simultaneously communicate to the employee the expected date of reissue. The employee will sign an affidavit of lost warrant provided by the Business Office.

6.9 Promotion

Any employee in the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate Salary Schedule range and step of the new class to insure not less than a five percent (5%) increase as a result of that promotion, except that the employee may be placed on the last step of the appropriate range if that is the maximum allowable for that class.

6.10 Reimbursement for Travel Expenses

Upon prior written approval of the immediate supervisor, a bargaining unit member, who as a result of work assignment outside of the regular work day, must have meals and/or lodging away from the District, will be reimbursed for costs, upon presentation of receipts and verification by the immediate supervisor.

6.11 Reimbursement for Bus Drivers' Expenses

Any bus driver in the bargaining unit who, as a result of a work assignment outside of the regular workday, must have meals and lodging away from the District will be reimbursed for cost, upon presentation of receipts and approval of the immediate supervisor.

6.12 Reimbursement for Lost Personal Property

The Board shall reimburse employees for any loss, damage, or destruction of clothing or personal property used as part of an approved school program up to a maximum of \$100.00 suffered while performing services for the District on campus, or as assigned, providing the employee had prior written approval of the building principal for the use of personal property or equipment, and further, that the employee had taken measures to protect the employee's property or equipment.

6.13 In-Service Training

The District shall provide for adequate in-service training programs and workshops for members of the bargaining unit. All unit members are to attend these training sessions. Unit members may be required to attend in-service sessions during their regularly scheduled shift by their direct supervisor.

6.14 Longevity

Eligible unit members shall receive the following longevity stipends:

- a. Beginning with the 8th year of service, unit members will receive \$25 per month;
- b. Beginning with the 12th year of service, unit members will receive \$100 per month;
- c. Beginning with the 15th year of service, unit members will receive \$125 per month;

- d. Beginning with the 20th year of service, unit members will receive \$155 per month;
- e. Beginning with the 25th year of service, unit members will receive \$185 per month.

ARTICLE 7: PROFESSIONAL GROWTH PROGRAM

7.1 Objective

The Professional Development program is intended to provide employees with an incentive to enhance job performance, and to increase opportunities for career advancement at the District in their current occupational areas by earning a grade of C or better in job related coursework and training. This program is not intended to provide reimbursement where the employee does not attend coursework or where the employee does not successfully complete the coursework.

7.2 Submittal, Approval, Attendance, and Reimbursement

The District will reimburse submitted and approved costs for job related coursework and course materials up to \$1500 per year on the conditions set forth in this Article. The District will not reimburse costs for travel, lodging or meals. In order to obtain reimbursement for submitted an approved costs for job related coursework and course materials, the employee must adhere to the following procedures:

1. The employee must submit a written request to attend and seek reimbursement for job related coursework on a form provided by the Human Resources Department to his or her supervisor before the employee attends the course or workshop;
2. The employee's supervisor and the Superintendent or Superintendent's Designee must approve the employee's request before the employee attends the course or workshop;
3. The employee must attend the course or workshop and obtain a grade of "C" or better for the course. If no letter grade will be awarded for the course, such information must be provided to the employee's supervisor and the Superintendent or Superintendent's designee during the submittal and approval process, and the supervisor and the Superintendent or Superintendent's designee shall address what standard the employee must meet to obtain reimbursement for the course prior to approval and prior to the employee attending the course;
4. After attending the course or workshop, the employee must submit documentation to support the employees requests for reimbursement that confirms the employee's attendance and grade earned to the coursework not more than 60 calendar days from the last date of the course, or from the date on which the employee receives a grade, whichever is later. If the employee fails to provide timely and complete documentation, then reimbursement may be denied. A denial of reimbursement due to lack of documentation or failure to follow procedures set forth in this Article is not grievable.

7.3 Compensation for Professional Development

Training may be approved during work hours or after work hours at the discretion of the District. The employee will be paid at their regular rate of pay for all training approved during their regularly scheduled work hours.

7.4 District Sponsored Professional Development

The District may use its discretion to schedule professional development trainings. Trainings during an employee's regular working hours shall be considered mandatory attendance meetings. Employees will be paid at their regular rate of pay for mandatory training during their regularly scheduled work hours. Optional trainings after the employee's regular work hours shall be considered optional and will be unpaid. Mandatory training after the employee's regular work hours shall be paid at the employee's regular rate of pay.

ARTICLE 8: DESIGNATED CLASSIFICATIONS

8.1 Occupational Therapists

Occupational Therapists who do not hold a valid teaching credential (excluding the 30-day substitute teaching credential) in the State of California shall be designated classified employees and members of the bargaining unit represented by CSEA Chapter #303

8.1.1 Work Day

The District and CSEA acknowledge a “flexible work day” to allow the Occupational Therapist to meet requirements to attend IEP meetings, write IEP goals, assess student needs through the IEP process, monitor student progress, coordinate student and staff schedule for service delivery and attend staff development opportunities. The Occupational Therapist(s) is to be on campus during the hours school is in session. A “Flexible Work Day” shall not be construed to be an exemption from Overtime requirements established in this agreement or in the California Education Code.

8.1.2 Licensure

The Occupational Therapist will hold a valid license in the State of California, registration with the American Occupational Therapy Board, a certification in first aid, a certificate in CPR, and a valid California driver’s license.

8.1.3 Evaluation

When one or more occupational therapists have been employed into the unit, both parties agree to meet and develop an appropriate evaluation instrument.

8.1.4 Service Credit

Unit member may transfer in up to ten years of experience as a licensed Occupational Therapist for salary schedule placement purposes. Each step represents two years of experience (step one equals one and two years of service).

8.2 After School Site Program Coordinator

8.2.1 Work Day

CSEA acknowledge a “flexible work day” to allow the After School Program Site Coordinators to meet job. The After School Program Coordinators is to be on campus during the hours the after school program is in session. A “Flexible Work Day” shall not be construed to be an exemption from Overtime requirements established in this agreement or in the California Education Code.

8.3 Speech Language Pathologist

8.3.1 Work Day

Speech Language Pathologists will work from 8 a.m. to 4:30 p.m., including lunch. Speech Language Pathologists will typically be required to serve fifteen (15) days in addition to the instructional calendar and shall be compensated for each additional day they serve.

8.3.2 Licensure

Speech Language Pathologists who do not hold valid clinical or rehabilitative services credentials in the State of California but who hold a valid license through the California Speech-Language Pathology and Audiology Board and an ASHA compliant master's degree shall be designated classified employees and become bargaining unit members of the Ravenswood CSEA.

8.3.3 Bilingual Stipend

A stipend in the amount of \$3000.00 per year shall be paid to the Bilingual/Biliterate Speech Language Pathologists. The stipend shall be paid in two installments; the first installment will be paid the last work day in December and the second installment on June 30 by separate check.

ARTICLE 9: TRANSFERS, PROMOTIONS AND FILLING VACANCIES

9.1 Definitions

9.1.1 Classification

Classification is a general category of positions defined by a job title and job description.

9.1.2 Position

A position is a bargaining unit member's assignment within a classification (e.g., Administrative Secretary, Willow Oaks Elementary School).

9.1.3 Transfer

A transfer is the movement of a unit member from one work site to another work site within the same classification, or the movement of a unit member from one classification to another classification on the same salary range.

9.1.4 Promotion

Promotion is the movement of a unit member from one classification to another classification on a higher salary range in the bargaining unit.

9.2 Posting and Filling Vacancies

9.2.1 The District shall post all unit vacancies for seven (7) working days on EdJoin. When a vacancy exists, an email announcement will be sent weekly to "All Ravenswood" with a link to the EdJoin postings. The posting will include the general job description and closing dates. Paper copies of all unit vacancy postings also will be posted at a central location at each work site.

9.2.2 Any bargaining unit member who applies for a vacancy and meets the designated requirements for the position shall be interviewed. The unit member must request an interview through EdJoin during the posting period.

9.2.3 For purposes of this provision, a vacancy shall be any unit position which is declared vacant by the District.

9.2.4 Once the District determines the position to be vacant, the District may use a substitute employee for a maximum of sixty (60) consecutive calendar days while the posting, screening and interview process takes place.

9.2.5 If additional time is needed, prior to the expiration of the sixty (60) days, the Superintendent or designee shall meet with CSEA President or designee to agree on an extended period of time and specify the duration of the extension in order for the District to continue its recruitment effort.

9.2.6 Vacancies shall be filled on the basis of merit and best qualifications; however, if two or more applicants are judged by the District to be equal, first preference will be given to those employees within the same classification as the vacancy, and provided further if two or more applicants are judged equal by the District, preference shall be given to applicants from within the District over outside applicants. After selection by the District, all applicants from within the bargaining unit shall be notified as to the disposition of their applications.

9.3 Promotional Probationary Period

A permanent unit member who is promoted shall serve a six (6) month probationary period in the promotional position. A permanent unit member who accepts a promotion and does not complete the promotional probationary period satisfactorily shall be returned to the classification from which the unit member was promoted. The District will attempt to return the unit member to the same position in the previous classification, but if the previous position is occupied by another employee, then the unit member may be placed in another position in the same classification.

9.4 Courtesy Notice from the District to the Association

The District agrees to notify one Association designee via email regarding interviews for Administrative and classified positions. The Association will have the responsibility to designate the unit member it intends to appear at the interview, to notify the District's designee that it intends to have a unit member attend the interview, and to have the unit member participate at the interview. The attendance of the Association unit member is entirely voluntary, shall be uncompensated, and such appearance shall not interfere with the unit member's job duties or duty day. The designation for, and/or the appearance of the unit member at, an interview shall not create additional cost for the District. This notice provision is extended as a courtesy to the Association, and the parties recognize that interviews can sometimes take place on short notice. Accordingly, any alleged violation of this specific article shall not provide the basis for a grievance or impede or delay the ability of the District or the Board to fill a vacant position.

9.5 Involuntary Transfers

Involuntary transfers shall be made at the District's discretion in the best interest of the District and District pupils for reasons including but not limited to changes in workload and changes in District school enrollment patterns necessitating transfer of unit member. Involuntary transfers shall not be initiated by the District for arbitrary, capricious, or discriminatory reasons.

9.6 Reasonable Accommodation Assignment

When a bargaining unit member is temporarily incapable of performing duties of his/her classification with or without reasonable accommodation because of illness or injury, as a reasonable accommodation through the interactive process, the District may offer and the unit member may accept reassignment to a position that the unit member is capable of performing. A statement from a doctor will determine the anticipated length of illness or

injury and determine when the bargaining unit member will be able to return to the member's former classification and perform the essential functions of the job with or without accommodation. A bargaining unit member who accepts a reassignment under this section shall be placed on the salary range for the alternate position at a step that is closest to the unit member's former classification step. This alternate work assignment will be instituted with mutual agreement between CSEA and concurrence of the unit member.

ARTICLE 10: VACATION

10.1 Accumulation of Vacation

Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules:

Prior to July 1, 1989	Vacation Days Earned with 246 Day Calendar	Actual Days Earned
0-5 Years	15	14 days & 1.5 hours
6-10 Years	20	18 days & 7 hours
After 10 Years	25	23 days & 5 hours
On or After July 1, 1989		
1-5 Years	10	9 days & 3.5 hours
6-10 Years	12	11 days & 2.75 hours
After 10 Years	17	16 days & .75 hours

10.1.1 Less than 12-month unit members shall earn vacation prorated on the basis of their number of work days in relationship to the 246 work day calendar schedule shown above.

10.2 Eligibility to Use Vacation

10.2.1 Unit members must obtain permanency (6 months employment) prior to being eligible for use of vacation. Accrual begins on the first month of employment.

10.2.2 Unit members in 10-month/teacher workyear classifications and 11-month workyear classifications are not eligible to use vacation. Compensation for their earned vacation is included in their monthly paychecks.

10.3 Vacation Accrual for Part-Time Unit Members

Part-time unit members shall earn vacation prorated on the hours worked and days of employment as compared with full-time unit members and the 246-day calendar schedule in Article 10.1.

10.4 Use of Vacation

Bargaining unit members are encouraged to utilize their earned vacation in not less than three-day blocks.

10.5 Scheduling

10.5.1 Vacation Requests

Vacation may be taken or used at any time during an eligible unit member's work year with the prior approval of the unit member's immediate supervisor. Efforts shall be made to enable vacations to be taken at times convenient to the unit member, consistent with the needs of the service and the workload of the District. In the event a bargaining unit member's vacation request is denied, the District shall notify the affected unit member in writing within five (5) working days from the unit member's initial written request.

Unit members shall submit vacation requests at least fifteen (15)-calendar days in advance of the requested vacation.

10.5.2 Scheduling Preference by Seniority

If there is any conflict between unit members who are working on the same or similar operations at the same site as to when vacations shall be taken, the unit member with the greatest seniority shall be given preference.

10.5.3 Interrupted/Terminated Vacation

The District may allow permanent unit members to interrupt or terminate vacation leave in order to begin another type of paid leave without return to active service, provided the unit member supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination.

10.6 Holidays During Vacation Period

If a holiday, as defined in Article 11 occurs during the unit member's paid vacation period, the holiday shall not be deducted from the individual's vacation allowance.

10.7 Vacation Carryover

Vacation earned in any fiscal year must be used by January 1 of the following fiscal year. Authorization to carry over vacation days earned in one (1) fiscal year beyond January 1 of the following fiscal year must be approved in writing by the Superintendent.

If, by September 1, a unit member has remaining vacation time that has not been scheduled and does not qualify to be carried over to the following fiscal year, the immediate supervisor shall confer with the unit member and attempt to mutually choose dates to schedule the vacation time. If the supervisor and unit member cannot mutually agree on dates, then the unit member shall be paid for the accrued and unused vacation time.

10.7.1 Unit Member Notification

The District shall inform in writing each unit member by July 31 of the number of vacation days the unit member must use by January 1.

ARTICLE 11: HOLIDAYS

11.1 Holidays

Unit members shall receive the paid holidays listed below provided the unit member is in paid status during the working day immediately preceding or succeeding the holiday:

Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Friday after Thanksgiving Day
Winter Holiday 1 (December 24)
Winter Holiday 2 (December 25)
New Year's Eve Day
New Year's Day
Martin Luther King Jr. Day
Lincoln's Day
President's Day
Cesar Chavez Day
Malcolm X Day (In Lieu of Admissions Day)
Memorial Day
Indigenous People's Day

11.2 Additional Holidays

Every day (work day or non-work day) declared by the President or Governor of this state as public fast, mourning, Thanksgiving, or holiday, or any day declared a holiday by the Governing Board on which District schools shall close shall be a paid holiday for all bargaining unit members. On a case-by-case basis, the District may approve a floating holiday for a Board declared holiday that may be taken per the requirements set forth in Article 10.5, Vacation Scheduling. A floating holiday shall be taken within one year of being declared.

11.3 Celebration Date for a Holiday, Effect

If any of the above-designated holidays are scheduled on a day in lieu of the day on which the holiday might normally fall, the unit members shall be required to work at their normal rate of pay on that day on which the holiday is normally scheduled.

11.4 Holidays Occurring on Saturday or Sunday, Effect

When a holiday listed above falls on Sunday, the following Monday, if not a holiday, shall be deemed to be the holiday observed.

When a holiday listed above falls on a Saturday, the preceding Friday, if not a holiday, shall be deemed to be the holiday observed.

11.5 Eligibility

11.5.1 Paid Status

Except as otherwise provided in this article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

11.5.2 Paid Status Adjacent to a Recess Period

Employees in the bargaining unit who are not normally assigned to duty during the school holidays of December 24, December 25, December 31, January 1 or Spring vacation days, shall be paid for those holidays which fall within these recess periods provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the recess period.

11.6 Rate of Compensation for Holiday Work

Unit members, who are authorized to work holidays, shall be compensated for the holiday plus overtime in accordance with Section 5.10.4.

ARTICLE 12: LEAVES

12.1 Personal Illness and Injury (Sick) Leave

12.1.1 Allowable Use, Sick Leave

Unit members shall be entitled to use earned and accumulated sick leave for personal injury, personal illness, injury disability related to pregnancy, or other reasons specifically permitted in this Article or law.

12.1.2 Accumulation of Sick Leave

Regular full-time unit members shall earn one day of paid sick leave for each month of service. The number of sick days earned shown by work year is as follows:

Number of Days Worked	Number of Sick Days Earned	Days Worked to Earn Sick Day
246	12	20.5
233	11.366	20.5
	(11 days & 2.75 hours)	

Unit members who work part-time shall earn sick leave days on a prorated basis.

12.1.3 Use of Sick Leave by Probationary Employees

A new employee may use only earned and accumulated sick leave during the first six (6) months of service.

12.1.4 Transfer of Sick Leave

Sick leave shall accumulate without limitation. Accumulated sick leave may be transferred to another school district or provide retirement credit (if employed prior to July 1980) in accordance with the appropriate Government Code and Education Code provisions.

12.1.5 Verification of Reasons for Absence

Upon return from absence for illness or injury, the unit member shall complete a prescribed statement verifying that the absence was due to illness or injury. For an absence of three (3) days or more, or if the absence appears to be within a pattern, for injury or illness, the District may require a statement from an attending physician.

12.1.6 Notification of Absence and Return to Work

No later than two (2) hours before the start of the unit member's work day, a unit member shall report the unit member's absence for the day through the AESOP system. The unit member shall contact the school site administrator or the unit member's immediate supervisor no later than the end of the unit member's scheduled work day on the day before returning to work to notify the District that the unit member is returning.

12.2 Extended Sick Leave

12.2.1 Order of Use of Paid Leave (Education Code § 45196)

In the event a unit member is absent from work on account of illness or accident, whether or not the absence arises out of in the course of employment, the unit member shall utilize leaves in the following order: a, b, c.

- a. Use of balance of accumulated sick leave.
- b. Use of any other paid leave to which the unit member may be entitled.
- c. After all earned sick leave as set forth in Section 12.1 is exhausted, non-accumulated extended sick leave shall be available for a period not to exceed five (5) months commencing on the first day of absence for a particular illness or injury.

12.2.2 Entitlement Limits

A unit member's entitlement to extended sick leave shall be subject to all of the terms and conditions set forth in the Education Code and shall only be granted to the extent required by law.

12.2.3 Maximum

No more than a maximum of five (5) months of extended sick leave shall be granted for the same illness or accident and the related medical and/or psychological conditions arising from the same illness or accident.

12.2.4 Physician's Report and Examination

At the District's request, the unit member shall provide to the District a physician's or licensed mental health care practitioner's written report of the unit member's physical and/or mental condition upon which extended sick leave is claimed. The unit member's written release for medical information shall be submitted to the District not later than one (1) week after the District request is made. The District may require the unit member to submit to an examination by a District designated physician or licensed mental health care practitioner provided that the District pays the cost of such examination.

12.2.5 Deduction of Substitute Pay (Differential Pay)

The amount deducted for extended sick leave purposes from the unit member's salary shall be the amount of salary specified on the first step on the appropriate salary range applicable to the unit member, provided a substitute is employed. The balance after deducting the substitute's pay shall be paid to the unit member. The smallest amount of sick leave differential paid to any absent employee shall be 2.5% of the employee's regular day's pay per day of absence.

12.2.6 Requirement for Physician's Statement

An attending physician's statement will be provided for the use of extended sick leave.

12.2.7 Physician's Verification of Fitness to Work

An attending physician's statement will be provided before a unit member on extended sick leave can return to work. The physician's statement shall certify that the unit member can return to work and is able to perform all of the duties of the unit member's position, with or without reasonable accommodation or restriction. If the employee has a restriction or needs an accommodation to perform the essential functions of the employee's job, the physician may suggest possible accommodations.

12.2.8 Health Benefits During Extended Sick Leave

The District shall maintain the District's premium contributions toward the benefit programs in accordance with the provisions of Article 6.2 of this Agreement.

12.3 Pregnancy Disability Leave

As provided in Government Code Section 12945, a pregnant unit member is entitled to an unpaid leave of up to four (4) months, as needed, for the period(s) of time the unit member is actually disabled by pregnancy, as determined by her health care provider. As provided in this Article 12.3, the unit member may utilize available paid leave(s) during an otherwise unpaid pregnancy disability leave.

12.3.1 Notice to District

Using the District's Certification of Health Care Provider form, an employee should provide at least thirty (30) days advance notice or notice as soon as practicable of the employee's need for pregnancy disability leave or need for reasonable accommodation based on the advice of her health care provider that reasonable accommodation is medically advisable because of pregnancy or a related medical condition.

12.3.2 Use of Sick Leave During Pregnancy Disability Leave

A unit member is required to use any accrued sick leave during an otherwise unpaid pregnancy disability leave.

12.3.3 Health and Welfare Benefits

The District shall maintain its contribution toward health and welfare benefits during any unpaid portion of a pregnancy disability leave on the same basis that the contribution would have been provided if the unit member had not taken pregnancy disability leave.

12.3.4 Unit Member Status

During a pregnancy disability leave, the unit member shall retain employee status, and the leave shall not constitute a break in service for any purpose under this Agreement except that the leave shall not count toward completion of probation.

12.3.5 Relationship Between Pregnancy Disability, FMLA, and CFRA Leaves

- a. A pregnancy disability leave shall run concurrently with the unit member's leave entitlement under the federal Family and Medical Leave Act (FMLA).
- b. The right to take pregnancy disability leave is separate and distinct from the right to take leave under the California Family Rights Act (CFRA). A unit member's own disability due to pregnancy, childbirth or related medical conditions is not a "serious health condition" under CFRA.
- c. At the end of the unit member's period(s) of pregnancy disability leave, or at the end of four (4) months of pregnancy disability leave, whichever occurs first, a CFRA-eligible unit member may request to take CFRA leave of up to twelve (12) workweeks for reason of the birth of her child, if the child has been born by this date. This period shall be defined as "Parental Leave" as described in Article 12.4 below.

12.4 Parental Leave

12.4.1 Definition of Parental Leave

For the purpose of this Section 12.4, "parental leave" means parental leave as defined in Education Code Section 45196.1, i.e. leave required by Government Code Section 12945.2 (CFRA) for reasons of the birth of a child of a unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member. This Section 12.4 shall be interpreted and implemented in accordance with the requirements of these laws.

12.4.2 Eligibility for Parental Leave Compensation

When a unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from the unit member's duties on account of parental leave pursuant to Government Code Section 12945.2 for a period of up to twelve (12) work weeks whether or not the absence arises out of or in the course of the employment of the unit member, the amount deducted from the salary due the unit member for any remaining portion the additional twelve (12) work weeks in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill the unit member's position during the absence, and, effective January 1, 2019, the unit member shall receive no less than 50 percent (50%) of the unit member's regular salary for the remaining portion of the 12-workweek period of parental leave

All of the eligibility requirements for using CFRA leave under Government Code Section 12945.2 apply to the use of parental leave except, to the extent required by law (Education Code Section 45196.1(d)), a unit member shall not be required to have 1,250 hours of service with the District during the previous 12-month period in order to be eligible for parental leave difference pay.

12.4.3 Calculation of Parental Leave

For the purposes of this Section 12.4, the following shall apply:

12.4.3.1 The 12-work week period of parental leave shall be reduced by any period of sick leave, including accumulated sick leave taken during a period of parental leave. The 12-work week period of parental leave under this section 12.4 runs concurrently with any entitlement to unpaid leave for this purpose under Government Code Section 12945.2, and the aggregate amount of parental leave taken pursuant to this Section 12.4 and Government Code Section 12945.2 shall not exceed 12-work weeks in a 12-month period.

12.4.3.2 The parental leave described in this Section 12.4 and required by Education Code Section 45196.1 shall be applicable whether or not the absence from duty is by reason of a leave of absence granted by the District's governing board.

12.5 Bereavement Leave

12.5.1 Entitlement

The unit member shall be entitled to paid leave due to the death of any member of the unit member's immediate family.

12.5.2 Limits and Verification

The unit member is allowed three (3) days of paid leave per occurrence, in addition to any other leaves to which the employee may be entitled for the same

purpose, or five (5) days, if the distance is in excess of 300 miles from East Palo Alto, CA. In cases where abuse of leave is suspected, verification of the reason for bereavement leave may be required.

12.5.3 Definition of Immediate Family

“Immediate family” for the purpose of bereavement leave means: mother, father, grandchild, grandmother, grandfather, mother-in law or father-in-law of the unit member or the spouse of the unit member, the son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, stepchild, sister, sister-in-law, domestic partner or any relative living in the immediate household of the unit member.

12.6 Paid Family Care Leave (Labor Code § 233)

In any school year unit members may use up to a maximum of one-half (½) of the days of sick leave that is credited under Article 12.1.2 for any of the following reasons:

12.6.1 Diagnosis, care, or treatment of an existing health condition of, or preventive care for a unit member’s family member. For the purposes of using sick leave under this Section 12.6 only, “family member” shall mean a unit member’s parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild or grandparent.

12.6.2 In addition, with appropriate certification a unit member who is a victim of domestic violence, sexual assault, or stalking may use accrued paid sick leave under this Section 12.6 for the following reasons:

- To obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or the victim’s child;
- To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
- To obtain services from a domestic violence shelter, program, or rape crisis center;
- To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking;
- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

12.6.3 The provisions of Sections 12.1.5 Verification of Reasons for Absence, and Section 12.1.6 Notification of Absence and Return to Work apply to a unit member’s use of personal illness or injury leave for Paid Family Care Leave. A unit member shall use this leave before using the leave in Article 12.7 (Personal Necessity).

12.6.4 This Article 12.6 does not extend the maximum period of leave to which a unit member is entitled under the Family and Medical Leave Act of 1993 (29 U.S.C. Section 2606, et seq.), the California Family Rights Act (Government Code Section 12945.2) and District policies implementing these Acts regardless of whether the unit member receives sick leave compensation during that leave.

12.7 Personal Necessity Leave

12.7.1 Definition of Personal Necessity Leave/Limits

Any unit member may elect to use up to seven (7) days of the unit member's accumulated sick leave in any school year for purposes of personal necessity including:

- a. Death or serious illness of a member of the unit member's immediate family, as defined in Section 12.5.3. (This is in addition to normal bereavement leave.)
- b. Accident or disaster involving the unit member or property of the unit member or property of a member of his or her immediate family.
- c. Appearance in court or administrative hearing (e.g. immigration hearing) as a litigant, or as a witness under official order.
- d. Other activities, which the unit member and the unit member's immediate supervisor deem cannot reasonably be deferred to another day or time when the employee is free from duties.
- e. To attend to the illness of a family member, as defined in Article 12.6 above.

12.7.2 Advance Permission, Guidelines

Unit members shall not be required to secure advance permission for leave taken for any of the following: death or serious illness of a member of the immediate family; accident involving the unit member's person or property, or the person or property of the unit member's immediate family; appearance in court as a litigant, or as a witness under an official order. However, the unit member must give the immediate supervisor at least ten (10) work days' advance notice of the use of personal necessity leave to appear in court as a litigant or a witness under official order.

A unit member must secure advance permission for all items not covered above, and shall normally notify the unit member's immediate supervisor two (2) days before taking this leave, unless an emergency exists which prohibits the unit member from providing such advance notice.

12.7.3 Absence Reporting

The unit members shall report their absence through the AESOP system, which shall verify that the unit member's use of leave was for personal necessity as defined above, and that such leave has not been used for recreational purposes, extension of holidays or vacation, or for matters of purely personal convenience.

12.7.4 Release Day for PERS Retirement Individual Counseling Appointment

Each unit member upon reaching the age of fifty-five (55) and completing ten (10) years of service shall be eligible for a one-time release day to attend a PERS individual counseling appointment. The unit member must submit a verification of attendance to Human Resources to receive the release day credit.

12.8 Judicial and Official Appearance Leave

12.8.1 Witness Leave

Unit members shall be granted a leave with pay if called in a manner prescribed by law, to serve as a witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought through the connivance or misconduct of the unit member.

12.8.2 Notice to District

The unit member shall notify the District as soon as possible after being officially called. The unit member shall receive the regular salary and shall sign over to the District any fee received, except for travel allowance.

12.9 Jury Leave

12.9.1 Entitlement

Unit members shall be granted a leave of absence to serve as a juror, if called in a manner prescribed by law.

12.9.2 Notice

The employee shall notify the District as soon as possible after receiving the official notice of jury service.

12.9.3 Compensation

The employee shall receive regular salary and shall sign over to the District any jury fee received.

12.9.4 Travel Allowance

The unit member shall retain any travel allowance paid by the court.

12.10 Industrial Accident or Illness Leave

Only to the extent provided by law, including, but not limited to Education Code Section 45192, unit members shall be entitled to the following benefits:

12.10.1 Eligibility & Amount of Leave

A unit member suffering an injury or illness arising from and in the course and scope of the unit member's employment shall be entitled to a leave up to sixty (60) days in any one (1) fiscal year for the same accident. This leave shall not be accumulative from year to year. Industrial accident or illness leave will commence on the first day of absence. When any such leave occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury-of illness occurred, for the same illness or injury.

12.10.2 Limits to Wage Payments

Payment for wages lost on any day shall not, when added to an award granted the unit member under the Workers' Compensation laws of this state, exceed the normal wage for the day. Industrial accident leave will be reduced by one (1) day for each authorized absence regardless of a compensation award made under Workers' Compensation.

12.10.3 Leave in Combination with Workers Compensation Leave

The industrial accident or illness leave of absence is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other leave(s), e.g. available sick leave, extended sick leave, accumulated compensation time, vacation or other available leave will then be used; but, if employee unit member is receiving Workers' Compensation, the person shall be entitled to use only so much of the person's accumulated or available sick leave, extended sick leave, accumulated compensation time, vacation or other available leave, and when added to the Workers' Compensation award, provides for a full day's wage or salary.

12.10.4 Wage Offsets/Integration of Benefits

During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off or other available leave provided by law or the action of the Governing Board of the District, the unit member shall endorse to the District wage loss benefit checks received under the Workers' Compensation laws of this state. The District shall, in turn, issue the unit member appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with Education Code Section 45192.

12.10.5 Travel Restrictions

An employee unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Governing Board of the District authorizes travel outside the state.

12.10.6 Return to Work

At any time when a unit member is on industrial accident or illness leave is released by his/her doctor to return to work, the unit member shall be reinstated in the unit member's position without loss of pay, status or benefits. Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee.

12.10.7 Reemployment List

When all available leaves of absence, paid or unpaid, have been exhausted and if the unit member is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months.

When available, during the thirty-nine (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. An employee who has been placed on a reemployment list, as provided in this section, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

12.11 Leave Without Pay

12.11.1 Non-Industrial Accident or Illness

Upon the request of a permanent unit member 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, the District may grant leaves at its discretion without pay or benefits of employment, for periods of six (6) months or less, not to exceed a total of eighteen (18) months for the same or a related purpose.

12.11.2 Other Leave Without Pay

The District, at its discretion, may also grant leaves of absence of any duration, without pay or benefits, for any of the following reasons: personal or family related needs, study and retraining.

12.11.3 Procedure

An employee who wishes to request an unpaid leave of absence under this section must submit a written request to the Human Resources Department.

12.12 Family Care and Medical Leave (FMLA and CFRA)

12.12.1 Eligible unit members are entitled to leave under the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). The leaves under FMLA and CFRA will run concurrently to the extent permitted by law.

12.12.2 The provisions of this Agreement and District policies will be applied in conformance with the FMLA and CFRA.

12.12.3 Eligibility

To be eligible for family care and medical leave, on the date on which leave is to begin, a unit member must have been employed by the District for at least 12 months, which need not be consecutive, and have actually worked at least 1,250 hours of service during the 12 month period immediately preceding the commencement of the leave.

12.12.4 Family Care and Medical Leave Entitlement

Subject to state and federal law, including the federal FMLA and the CFRA, an eligible unit member is entitled to a total of 12 workweeks of unpaid leave in a 12 month period for any one, or more, of the following reasons:

12.12.4.1 The birth of a child and to care for the newborn child (FMLA and CFRA);

12.12.4.2 The placement with the unit member of a child in connection with adoption or foster care of the child by the unit member and care for the newly placed child (FMLA and CFRA);

12.12.4.3 To care for the unit member's child, parent or spouse with a serious health condition (FMLA and CFRA);

12.12.4.4 Because of an unit member's own serious health condition that makes the unit member unable to perform the functions of the unit member's position, except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by pregnancy disability leave. (Pregnancy disability counts toward only California Pregnancy Disability Leave (PDL) and FMLA leave.)

12.12.4.5 Because of any qualifying exigency arising out of the fact that the unit member's spouse, son, daughter, or parent is a military member on covered active duty (or has been notified of an impending call or order to covered active duty status) (FMLA only).

12.12.5 Definitions Under Section 12.12, Family Care and Medical Leave

12.12.5.1 Child

“Child” is defined as a biological, adopted, or foster son or daughter, stepson or stepdaughter, legal ward, or child of a unit member standing in loco parentis to that child who is under 18 years of age or an adult dependent child.

12.12.5.2 Parent

“Parent” is defined as a biological, foster or adoptive parent, stepparent, legal guardian, or other person who stood in loco parentis to the unit member when the unit member was a child. Parent does not include a parent-in-law.

12.12.5.3 Spouse

“Spouse” means partner in marriage as defined in Family Code Section 300 or a registered domestic partner as defined in the California Family Code and includes same-sex partners in marriage.

12.12.5.4 The twelve month period for FMLA/CFRA purposes is measured forward from the date the employee’s leave first begins. “Twelve work weeks” means the equivalent of 12 of the unit member’s normally scheduled work weeks.

12.12.6 Family Care and Medical Leave To Care for a Covered Servicemember with a Service Injury or Illness

Subject to the provisions of this Article, and state and federal law, including the FMLA, an eligible unit member may take FMLA leave to care for a covered servicemember with a serious injury or illness if the unit member is the spouse, son, daughter, parent, or next of kin of the servicemember.

12.12.6.1 An eligible unit member’s entitlement under this Section 12.12.6 is limited to a total of 26 workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness. The “single 12-month period” in which the 26-weeks-of-leave-entitlement begins on the first day a unit member takes leave to care for the covered servicemember.

12.12.6.2 During the “single 12-month period” described above, an eligible unit member’s FMLA leave entitlement is limited to a combined total of 26 workweeks of FMLA leave for any qualifying reason.

12.12.7 Pay Status and Benefits

Except as provided in this Section 12.12 and in Section 12.4 (Parental Leave), the family care and medical leave will be unpaid. The District will, however, continue to provide District contributions toward health and welfare premiums during the period of family care and medical leave for up to twelve (12) work weeks on the same basis as District contributions would have been provided had the unit member not taken family care and medical leave. The unit member will be required to continue to pay the unit member's share of premiums, if any, during a family care and medical leave.

12.12.8 Relationship of Family Care and Medical Leave to Other Leaves

Any leave of absence that qualifies as family care and medical leave and is designated by the District as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the unit member may be entitled for the same qualifying reason. A unit member is required to utilize the unit member's accrued sick leave for FMLA/CFRA qualifying absences due to the unit member's own serious health condition.

12.12.9 Notice to the District of Unit Member's Need for Leave

12.12.9.1 The unit member must provide written notice to the District as far in advance of the leave as possible and as soon as the unit member reasonably knows of the need for the leave. If the need for the leave is foreseeable based on an expected birth, placement of a child for adoption or foster care or planned medical treatment, the notice must be provided at least 30 calendar days in advance of the leave, or if not reasonably known 30 calendar days before the leave, then as soon as reasonably practicable.

12.12.9.2 The written notice must inform the District of the reasons for the leave, the anticipated duration of the leave and the anticipated start of the leave.

12.12.9.3 If a unit member needs leave intermittently or on a reduced leave schedule for planned medical treatment, the unit member shall consult with the District and make a reasonable effort to schedule the treatment so as to minimize disruption to District operations.

12.12.10 Medical Certification

12.12.10.1 A unit member's request for family care and medical leave to care for a child, a spouse, or a parent who has a serious health condition shall be supported by a certification issued by the health care provider of the individual requiring care. If additional leave is requested after the expiration of the time originally estimated by the health care provider,

the unit member shall provide the District with recertification by the health care provider.

12.12.10.2 A unit member's request for family care and medical leave because of the unit member's own serious health condition shall be supported by a certification issued by the unit member's health care provider.

12.12.10.3 As a condition of a unit member's return from leave taken because of the unit member's own serious health condition, the unit member is required to obtain certification from the unit member's care provider that the unit member is able to resume work and perform the essential functions of the unit member's job with or without accommodation.

12.12.10.4 Unit members are required to use the District's Certification of Health Care Provider form available from the District to meet the certification and recertification requirements of this section.

12.12.11 Minimum Duration of Leave

12.12.11.1 Family care and medical leave does not need to be taken in one continuous period of time.

12.12.11.2 Leave taken for a serious health condition of the unit member, the unit member's child, parent, or spouse of the unit member may be taken intermittently or on a reduced work schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, intermittent or reduced work schedule leave may be taken for absences where the unit member or covered family member is incapacitated or unable to perform the essential functions of the position because of a chronic serious health condition, even if he or she does not receive treatment by a health care provider.

12.12.11.3 Leave taken for reason of birth, adoption, or foster care placement of a child of the unit member does not have to be taken in one continuous period of time. Any leave(s) taken shall be concluded within one (1) year of the birth or placement of the child with the unit member. The basic minimum duration of leave shall be two (2) weeks. However, the District shall grant a request for a leave of less than two (2) weeks' duration on any two (2) occasions.

12.12.12 District's Response to Leave Request

It is the District's responsibility to designate leave, paid or unpaid, as family care and medical leave-qualifying based on the information provided by the unit member and to notify the unit member of the designation.

12.12.13 Dual Parent Employment

Where both parents are District employees, allowable leave for the birth, adoption, or foster care placement of a child is limited to a total of 12 work weeks in a 12-month period between the two (2) unit members. Their family care and medical leave entitlement is not limited or combined for any other qualifying purpose.

12.12.14 Unit Member's Status on Returning from Leave

Except as provided by law, on return from family care and medical leave, a unit member is entitled to be returned to the same or equivalent position the unit member held when the leave began, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. A unit member is also entitled to reinstatement even if the unit member has been replaced or the unit member's job has been restructured to accommodate the unit member's absence. A unit member has no right to return to the same position. Use of family care and medical leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible unit member's FMLA/CFRA leave. A unit member has no greater right to reinstatement or to other benefits and conditions of employment than if the unit member had been continuously employed during the FMLA/CFRA leave period.

12.13 General Provisions

12.13.1 Re-employment List

If at the conclusion of all leaves of absence, paid or unpaid, the employee is still unable to assume the duties of the employee's position, the employee shall be placed on a reemployment list for a period of thirty-nine (39) months.

At any time, during the prescribed thirty-nine (39) months, if the employee is able to assume the duties of the employee's position; the individual shall be reemployed in the first vacancy in the classification of the individual's previous assignment. The individual's reemployment will take preference over all other applicants except for those laid off for lack of work or funds under Education Code Section 45298 in which case the individual shall be ranked according to the individual's proper seniority. Upon resumption of duties, the break in service shall be disregarded and the individual shall be fully restored as a permanent employee with all rights and benefits.

12.13.2 Transfer of Accumulated Sick Leave

Any employee who was previously employed by another California school district shall be entitled to transfer credit for the employee's accrued sick leave, provided that the employee requests the transfer within the first year of the employee's District employment.

12.13.3 Preservation of Accrued Sick Leave

If an employee leaves the District, accumulated sick leave will not be credited to the employee's final payment, but the employee shall be entitled to accrued sick leave if the employee was subject to a layoff because of lack of work or lack of funds, and is reemployed within thirty-nine (39) months of being laid off.

12.13.4 Verification of a Medical Condition

Any unit member who is absent from work on account of accident or illness shall provide to the District, at the District's request, a physician's or licensed mental health care practitioner's written report of the unit member's physical and/or mental condition. The unit member's written release for medical information shall be submitted to the District not later than one (1) week after the District request is made. The District may require the unit member to submit to an examination by a District designated physician or practitioner provided that the District pays the cost of such examination.

12.14 Catastrophic Leave Donations

12.14.1 Purpose

The purpose of seeking catastrophic leave donations is to provide qualified employees with continued income when absence due to non-industrial accident or non-industrial illness continues beyond all vacation, compensatory time, sick leave, personal leave, and all other paid leaves available to the employee, excluding substitute differential pay and extended leave.

12.14.2 Catastrophic Leave Request

Any permanent employee who exhausts all income entitlement from the District and who is or will be absent for the same non-industrial illness or injury may make a written request for donation from unit members of additional paid sick leave or vacation in order to continue income entitlement from the District.

12.14.3 Eligibility Criteria

A recipient of catastrophic leave donations must meet all of the following criteria:

- a. Hold permanent status with the District.
- b. Exhaust full pay leave credits (see 12.14.1).
- c. Suffer a catastrophic illness or injury, which means an illness or injury that is expected to incapacitate the employee for an extended period of time and creates a financial hardship for the employee who has exhausted available paid leave.

12.14.4 Request and Verification Process

An employee shall submit a written request to receive donations of sick leave or vacation under this program. The request shall be submitted to the Risk Manager on the District-approved form. If the employee is incapacitated, this form may be completed by an immediate family member or other authorized person acting at the request of the employee. A physician or other person authorized under the healing arts statutes must provide written verification of the catastrophic illness or injury and the expectation that the employee will be incapacitated for an extended period of time.

12.14.5 Catastrophic Leave Bank

Employees may donate to the Catastrophic Leave Bank each year up to a maximum of five (5) days of accumulated sick leave and/or vacation leave. This donation may be made on an annual donation date or, upon notification from the District that an employee is in need. The donation is irrevocable. The donating employee must have available not less than ten (10) days of earned sick leave and/or vacation before any donation will be accepted.

12.14.6 Illness Excluded from Catastrophic Leave

Absence due to job-related injury or illness shall be excluded from catastrophic leave.

12.14.7 Leave Earning While Using Donated Leave

Employees who are receiving full salary from donated leave shall continue to earn the vacation and sick leave to which they normally are entitled. Earned vacation and sick leave shall be exhausted as it is earned and before using donated leave.

12.14.8 Conclusion

The use of donated leave shall cease when any of the following occur:

- a. Return to work.
- b. Resignation for any reason, including retirement.
- c. Death of the employee.
- d. Exhaustion of all leave donated for the employee's use. If, as a result of the original request, enough leave was not donated to cover the employee's absences, a new request form may be submitted by the employee following the same guidelines as the original request.
- e. At the conclusion of one (1) full calendar year from the first date of absence.

12.14.9 Continued Leave

If after the exhaustion of all income entitlements from earned leave, donated leaves and substitute differential leave, the employee still is unable to return to work, the employee may request an extended leave in accordance with Article 12.11.

12.15 Military Service-Connected Disability Leave

12.15.1 In addition to any other entitlement for leave of absence for illness or injury with pay, a unit member employed on or after January 1, 2017, who is a military veteran with a military service-connected disability rated at 30 percent or more by the United States Department of Veterans Affairs shall be entitled to leave of absence for illness or injury with pay of up to 12 days for the purpose of undergoing medical treatment, including mental health treatment, for the unit member's military service-connected disability.

12.15.2 Credit for leave of absence for illness or injury granted under this section shall be credited to a qualifying unit member on the effective date of the employee's disability rating decision from the United States Department of Veterans Affairs (USDVA), or on the first day the qualifying unit member begins, or returns to employment after active duty, whichever is later, and shall remain available for use for the following 12 months of employment.

Notwithstanding the paragraph above, credit for leave of absence for illness or injury granted under Article 12.15.1 shall be credited to a unit member on the date the employee receives confirmation of submission of the unit member's disability application to the USDVA. When the unit member receives the unit member's disability rating decision from the USDVA, the unit member shall report that information to the Director of Human Resources. If the unit member's disability rating decision makes the unit member ineligible pursuant to this article, the District may change the Article 12.15.1 leave of absence for illness or injury used before the disability rating decision to an Article 12.1 leave of absence or other appropriate leave under this Article 12. If the unit member's disability rating decision makes the unit member eligible pursuant Article 12.15.1, the unit member shall be entitled to 12 days for the purpose of undergoing medical treatment, including mental health treatment, for the unit member's service-connected disability minus the time used before the disability rating decision, for the 12-month period beginning with the confirmation of submission of the unit member's disability application.

12.15.3 Leave of absence for illness or injury credited pursuant to this subdivision that is not used during the 12-month period shall not be carried over and shall be forfeited.

12.15.4 Submission of satisfactory proof that a leave of absence for illness or injury granted under this section is used for treatment of a military service-connected disability may be required by the District.

- 12.15.5 An eligible unit member employed five (5) days per week, who is employed for less than a full fiscal year is entitled to that proportion of 12 days' leave of absence for illness or injury as the number of months the unit member is employed bears to 12.
- 12.15.6 An eligible unit member employed less than five (5) days per week shall be entitled to that proportion of 12 days' leave of absence for illness or injury granted as the number of days the unit member is employed per week bears to five (5).
- 12.15.7 This Article 12.15 shall be applied and interpreted consistent with Education Code section 45191.5.

12.16 Military Leave

Military leave shall be provided to unit members as required by law. Except as required by law, military leaves of absence shall be unpaid.

12.17 Other Personal Leaves of Absence

12.17.1 Leave for Child-Related Activities

Pursuant to Labor Code section 230.8, a unit member who is a parent/guardian of child of an age to attend any of the grades k-12 or a program offered by a licensed care provider may use up to 40 hours of accrued sick leave, vacation or compensatory time off each school year in order to:

- 12.17.1.1 Find, enroll, or reenroll the unit member's child in a school or with a licensed child care provider or to participate in activities of the school or care provider provided the unit member gives the District reasonable advance notice of the absence. Leave for this purpose shall not exceed eight (8) hours in any calendar month.
- 12.17.1.2 Address a school or child care emergency, provided that the unit member gives the District as much advance notice as possible under the circumstances. For purposes of this section 12.0.1, an emergency exists when the child cannot remain in school or with a child care provider due to one of the following circumstances:
- a. A request by the school or child care provider that the child picked up;
 - b. An attendance policy, excluding planned holidays, that prohibits the child from attending or requires that the child be picked up from the school or child care provider;
 - c. Behavioral or discipline issues;

- d. Closure or unexpected unavailability of the school or child care provider, excluding planned holidays; or
- e. A natural disaster, including, but not limited to fire, earthquake, or flood.

For purposes of this leave, parent/guardian includes a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to a child.

Upon request by the District, the unit member shall provide documentation from the school or licensed child care provider that the unit member engaged in permitted child-related activities on a specific date and at a particular time.

12.17.2 Leave for Crime Victims

Pursuant to Labor Code section 230.2, a unit member may use accrued sick leave, vacation or compensatory time off to attend judicial proceedings related to a crime when the unit member is a victim, or an immediate family member, registered domestic partner, or child of a registered domestic partner is a victim of a violent felony as defined in Penal Code section 667.5(c), a serious felony as defined in Penal Code section 1192.7(c) or a felony pursuant to a law proscribing theft or embezzlement. For purposes of this section only, if the unit member has no available accrued leave, the unit member may use unpaid leave.

Before taking this leave, the unit member shall give the unit member's supervisor a copy of the notice of each scheduled proceeding that is provided by the responsible agency, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the unit member shall, within a week after the absence, provide the District documentation demonstrating the judicial proceeding from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the crime victim. The District shall keep confidential any records provided by the unit member regarding the unit member's absence from work by reason of this leave of absence.

12.17.3 Leave for Victims of Domestic Violence, Sexual Assault and Stalking

Pursuant to Labor Code sections 230 and 230.1, a unit member who is a victim of domestic violence, sexual assault, or stalking as defined by law may use accrued sick leave, vacation or compensatory time off to attend to the following activities:

- a. Obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the unit member or the unit member's child.
- b. Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.

- c. Obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
- d. Participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Before taking time off work, a unit member shall give reasonable advance notice the unit member's supervisor, unless advance notice is not feasible. In all cases, however, the unit member must notify the District before the employee's scheduled start time or before leaving the work site. When an unscheduled absence must occur, the unit member shall provide, within a reasonable period of time, certification of the absence in the form of any of the following:

- a. A police report indicating that the unit member was a victim of domestic violence, sexual assault, or stalking;
- b. A court order protecting or separating the unit member from the perpetrator of an act of domestic violence, sexual assault, or stalking, or other evidence from the court or prosecuting attorney that the employee has appeared in court;
- c. Documentation from a domestic violence or sexual assault counselor as defined by law, licensed medical professional or health care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence, sexual assault, or stalking.

To the extent authorized by law, the District shall maintain the confidentiality of the unit member.

ARTICLE 13: EVALUATION

13.1 Timelines for Evaluation, Permanent, and Probationary

All permanent employees will be evaluated once a year, except as provided in Article 13.4.1. Permanent employees shall be evaluated annually by April 30.

Probationary employees shall be formally evaluated at the end of the first and fifth months of employment. The evaluation at the end of the fifth month shall include a statement of the acceptability or non-acceptability of the individual as a permanent employee. Assuming service has been satisfactory, a regular employee shall become a permanent regular employee at the conclusion of six (6) months of service.

13.2 Purpose

All copies of the evaluation shall be signed by both the evaluator and the employee evaluated. By signing the evaluation form, the evaluator certifies that the evaluator has met with the employee and discussed job performance, including strengths, progress, and weaknesses or problems, and needed areas of improvement.

The employee's signature on the evaluation indicates only acknowledgment of having seen the form and having had an opportunity to discuss it with the evaluator, not necessarily agreement or disagreement with the statements on the form.

13.3 Employee Rights

If the employee disagrees with the content of the evaluation, the employee shall have the right to submit, within ten (10) working days, a statement presenting additional facts, information, explanations, and/or viewpoints which shall be attached to each copy of the evaluation. The employee may request a conference with the Director of Human Resources to review the evaluation. Following an evaluation, the employee will be responsible for complying with the specific suggestions for improvement as made by the employee's immediate supervisor.

13.4 Evaluator Responsibilities

Evaluations shall be based upon direct knowledge and observations by the evaluator of the employee's performance of assigned duties and responsibilities. The evaluator shall take the responsibility for making positive and constructive suggestions and provide assistance to help the employee improve the employee's job performance, particularly regarding any deficiencies noted in the evaluation. Either party may request an additional evaluation.

13.4.1 The evaluator will develop an improvement plan for any employee that receives an evaluation with two or more ratings of "Improvement Needed" or below. The improvement plan will be developed collaboratively with the employee. The duration of the improvement plan shall not exceed six (6) months. The employee will be re-evaluated at the conclusion of the improvement plan. While an employee is on an improvement plan, the evaluator will offer a minimum of two (2) meetings with the employee to discuss the employee's progress. The

employee may seek in writing up to two (2) additional meetings to discuss the employee's progress. The evaluator and the employee, upon mutual written agreement, may make adjustments to the improvement plan as needed.

13.5 Evaluation Review Procedure

The substance of the evaluation shall not be subject to the grievance procedure; however, a requested review of the evaluation shall follow the normal channels in the sequence as listed: evaluator, evaluator's supervisor, Superintendent or Superintendent's designee.

13.6 Personnel File Contents and Inspection

13.6.1 Right to Inspection

Materials in the personnel file of a unit member, which may serve as a basis for affecting the status of their employment, are to be made available for the inspection of the person involved.

13.6.2 Procedures for Inspection

Every unit member shall have the right to inspect such materials upon request. Such review will normally occur during times when the employee is not actually required to render services to the District.

In the event that an employee's work schedule does not provide sufficient time for review during the working day, then the employee shall be entitled to paid release time for such review after making an appointment with the Director of Human Resources.

13.6.3 Derogatory Material

Information of a derogatory nature shall not be filed unless and until the unit member is given notice and an opportunity to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours and the unit member shall be released from duty for this purpose without salary reduction.

13.7 Evaluation Forms

The evaluation forms for bargaining unit members are included in Appendix D of this Agreement.

ARTICLE 14: SAFETY

14.1 Hazardous Conditions, Reports and Rights

Unit members shall be responsible for making written reports to the immediate supervisor regarding any unsafe, hazardous, unhealthy, or potentially dangerous working condition. If such a report is properly filed, a unit member will not be required to perform duties in a working area which could reasonably be determined to be hazardous to the health and safety of the unit member.

14.2 Complaint Procedure

14.2.1 Investigation

District management will investigate all complaints and will provide written response to such complaint within ten (10) working days from the time of receipt of the complaint.

14.2.2 Safety Committee

If not satisfied with the written response of the immediate supervisor, the complainant may appeal the alleged safety problem to the District-CSEA Safety Committee, which is composed of six (6) committee members, three (3) appointed by the Association and three (3) appointed by the District. The committee will study the problem and make written recommendation to the parties involved. A copy of such recommendation shall be submitted to the Superintendent for appropriate action.

14.2.3 Safety Committee, Scope of Responsibilities

The District-CSEA Safety Committee may conduct investigation into other unit member's safety concerns and make appropriate long-range recommendations to the Superintendent.

ARTICLE 15: CLASSIFICATION, RECLASSIFICATION, AND ABOLITION OF POSITIONS

15.1 Reclassification Procedures Purpose

The purpose of these procedures is to determine the following:

- a. whether the duties that a unit member is performing are significantly different from those outlined in the job description.
- b. whether the range placement and classification of the employee's job is appropriate based on the duties the employee is performing.
- c. whether the range placement of the job classification on the salary schedule is appropriate based on the duties, qualifications and range placement of other job classifications on the salary schedule.

The reclassification procedure requires analyzing the existing job description against the actual duties being performed. Job descriptions are not intended to be exhaustive lists of duties, knowledge or abilities associated with the classification, but are intended to accurately reflect the principal job elements.

15.2 Reclassification Committee

A District Reclassification Committee shall be formed consisting of six (6) members. CSEA shall appoint three (3) committee members. The District shall appoint three (3) committee members. The Director of Human Resources shall act as chair of the committee and shall vote only to break ties on issues discussed.

15.3 Reclassification Procedures

Based on the criteria listed in Article 15.1, only an individual employee or the employee's supervisor may submit a reclassification request based on the criteria in 15.1(a) and 15.1(b). Only a supervisor or CSEA may submit a reclassification request based on the criteria of 15.1(c). Requests for reclassification of an entire classification that consists of more than one (1) employee shall be made only by CSEA or the District.

The process consists of four levels which are as follows:

15.3.1 First Level

By February 1, the requester shall obtain appropriate forms from the Department of Human Resources on which the requestee clearly describes the reasons for the reclassification request.

Also, by February 1, the requester shall complete and return the appropriate forms to the immediate supervisor (immediate supervisor is the lowest level supervisor having immediate jurisdiction over the employee(s)) reviews the application and provides input regarding the job responsibilities.

15.3.2 Second Level

By March 1, the appropriate District administrator reviews and comments on the reclassification request and forwards it to the Director of Human Resources.

15.3.3 Third Level

By April 1, the Director of Human Resources shall convene the Reclassification Committee to review pending reclassification requests. After a thorough review of the documentation submitted, the Reclassification Committee will recommend one of the following to the Superintendent:

- a. A confirmation that the duties performed are consistent with those of the job description;
- b. A modification or updating of the existing job duties;
- c. The creation of a new classification with an appropriate pay range recommendation;
- d. A change to a higher existing classification;
- e. A recommendation to return to performing the duties of the current/existing classification;
- f. The consolidation of the studied classification with another existing classification; or
- g. The realignment of the studied classification with other related classifications, which may include a recommendation to change the salary schedule range placement.

15.3.4 Fourth Level

By June 1, the Superintendent shall inform the CSEA President of the action the Superintendent plans to take on the Committee's recommendation(s). CSEA has ten (10) working days from Superintendent's notification to request negotiations regarding any part of the Superintendent's plan that is within the scope of bargaining. The resolution of all disputes regarding any implementation of a Committee recommendation and Superintendent plan that are within the scope of bargaining and are not already addressed in this Agreement shall be resolved exclusively through the collective bargaining process.

15.3.5 Salary Placement of Reclassified Position

When a position or class of positions is reclassified upward, such reclassification shall result in a salary increase of not less than 2-1/2%. When reclassification results in advancement to the next higher range, the employee shall be placed at

the same step, but in no event shall the bargaining unit member receive less than a 2-1/2% increase.

15.4 Incumbent Rights

When an entire class of position is reclassified, the incumbents in the positions shall be entitled to serve in the new positions.

15.5 Effective Date

The effective date of a reclassification request approved by the Superintendent shall be February 1, i.e., the date the reclassification request was submitted at the Second Level, Article 15.3.2.

15.6 Abolition of a Position or a Class of Positions

If the District proposes to abolish a position or class of positions, it shall notify CSEA and the parties shall meet and negotiate the effects of such proposed abolition.

ARTICLE 16: LAYOFFS AND RESIGNATIONS

16.1 Education Code

Classified employees shall be subject to layoff for lack of work or lack of funds as provided by the Education Code, including, but not limited to sections 45101(g), 45114, 45117, 45298 and 45308.

16.2 Notice of Layoff

16.2.1 Notice to Unit Members

The District shall comply with the layoff notice requirements of Education Code section 45117 when notifying unit members of layoff. The layoff notice will include a copy of the Board of Trustees resolution, relevant Education Code sections, this Article 16, Layoffs, and may include other information relevant to the unit member's layoff,

16.2.2 Notice to CSEA

The District shall notify CSEA Chapter President and Labor Relations Representative in writing of a planned layoff as soon as possible prior to the layoff and no later than before the Board of Trustees meeting at which a layoff resolution will be considered. The notice to CSEA will include a copy of the proposed layoff resolution and a current classified employee seniority list.

16.3 Length of Service

Pursuant to Education Code section 45308, "length of service" shall mean date of hire into a probationary or permanent classified position.

16.4 Seniority List

The District shall maintain a seniority list that shall include employee name, date of hire into a probationary or permanent classified position, current classification, FTE in current classification, previous classifications served, and, to the extent possible, FTE of previous classifications served and dates of service in previous classifications. If the FTE and dates of service in previous classifications are not available, the District and CSEA will meet to assess whether the absence of this information affects the order of layoff. If the order of layoff as required by Education Code section 45308(a) and section 16.5 below is affected by the absence of this information, the parties will meet and negotiate the effects.

16.5 Order of Layoff and Reemployment

Pursuant to Education Code section 45308(a), if a classified employee is laid off, the order of layoff within the class shall be determined by date of hire. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in order of seniority. The application and interpretation of this

section and the relevant Education Code provisions shall be subject to Section 16.6, Duty to Bargain Effects.

16.6 Duty to Bargain Effects

The District and CSEA agree to meet and negotiate regarding the effects of any layoff in accordance with law.

16.7 Education Code Supersedes Agreement

This Article shall in no manner impede, preclude, prevent, or delay the layoff of classified employees by the District in accordance with the provisions of the Education Code; nor shall meeting and negotiation regarding the effects of a layoff in any manner impede, preclude, prevent, or delay the layoff of classified employees by the District in the manner prescribed in the Education Code.

16.8 Emergencies

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 unit employees, nor layoff for lack of work resulting from causes not foreseeable nor preventable by the Governing Board, without the notice required under the Education Code.

16.9 Reemployment Rights/Voluntary Demotion (Education Code Section 45298)

- a. Unit members laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months as follows:
 1. The unit member's reemployment shall take preference over new applicants.
 2. The unit member shall have the right to participate in promotional examinations within the District during the period of thirty-nine (39) months.
 3. If the unit member is reemployed in a position and fails to complete the probationary period in the new position, the unit member shall be returned to the reemployment list for the remainder of the 39-month period. The remaining time period shall be calculated as the time remaining in the 39-month period as of the date of reemployment.
- b. Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months, provided that the same tests of fitness under which they qualified for appointment to the class shall still apply.
- c. A unit member who takes a voluntary demotion or a voluntary reduction in assigned time in lieu of layoff shall be, at the option of the unit member, returned to a position in the unit member's former class or to a position with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid

reemployment list the unit member shall be ranked on that list in accordance with the unit member's proper seniority.

As defined in Education Code section 45101(g), "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.

16.10 Reemployment Notice Requirements

16.10.1 Before the effective date of a layoff, the Human Resources Department shall solicit from each employee who will be laid off the individual's preferred methods of contact information for receiving notices of reemployment right opportunities. Individuals who are on the reemployment list are responsible for keeping the Human Resources Department informed of the individual's current preferred contact information.

16.10.2 Any employee who is laid off and is subsequently eligible for reemployment shall be notified by the District of an opening through all preferred methods of contact provided to the District by the individual. If the District is unable to confirm personal contact with the individual personally by email or phone call, the District shall give written notice by certified mail, return receipt or delivery confirmation requested, to the last address given to the District by the individual.

16.11 Employee Response to Reemployment Offer

An employee shall notify the District of his or her intent to accept or refuse reemployment within five (5) working days following the earliest of personal contact by the District of the reemployment offer or USPS delivery confirmation of the reemployment notice. If the employee accepts reemployment, the employee must report to work within ten (10) working days following acceptance of the reemployment offer. An employee given notice of reemployment need not accept the reemployment offer to maintain the employee's eligibility on the reemployment list; provided the employee notifies the District of refusal of reemployment within five (5) working days from receipt of the reemployment offer.

16.12 Effect of Grievance Arbitration on Layoff

If a grievance is filed under Article 4 claiming a violation of this layoff procedure (Article 16), CSEA agrees that the District may proceed with the layoff or recall without staying the procedure subject to subsequent review, of the issue by the arbitrator. The arbitrator's review and decision relative to violation of the layoff procedure shall be binding.

16.13 Cause for Layoff Not Grievable

The question as to whether or not there is cause for a layoff shall not be grievable under this or any other Article of this Agreement.

16.14 Effects of Improper Layoff

Provided that a grievance is timely filed in accordance with the grievance procedure set forth in Article 4 of this Agreement, an employee who is determined to have been improperly laid off because of a violation of this Article, shall be reemployed immediately upon a determination that the employee was laid off in violation of the layoff procedure. The employee shall be made whole for all losses incurred, including salary, vacation, sick leave, and seniority. If the employee was enrolled in District-offered insurance plans on the effective date of layoff, the District will reimburse all verifiable medical and dental expenses, including premiums, incurred while laid off to the extent the claimed expenses would have been covered by the insurance plans in which the employee was previously enrolled.

16.15 Reemployment after a Voluntary Resignation

Any permanent classified unit member of the District who voluntarily resigns from a permanent classified position may be reinstated or reemployed by the Governing Board within twelve (12) months after the unit member's last day of paid service and without further competitive examination, to a position in the unit member's former classification as a permanent employee or as a permanent employee in a related class or a lower class in which the employee formerly had permanent status.

If the Governing Board elects to reinstate or reemploy a person as a permanent employee under the provisions of this section, it shall disregard the break in service of the employee, and classify the employee as a permanent employee, and restore all of the rights, benefits and burdens of a permanent employee in the class to which the employee is reinstated or reemployed. Reemployment following a voluntary resignation is solely at the discretion of the Governing Board.

ARTICLE 17: DISCIPLINARY ACTION

Permanent classified employees shall be subject to disciplinary action for cause only. The provisions of this Article shall not apply to a probationary employee.

17.1 Definition of Disciplinary Action

“Disciplinary action” includes any action whereby an employee is deprived of any classification or incident of any classification in which the employee has permanence, without the employee’s voluntary consent, except a layoff for lack of work or lack of funds, and includes:

17.1.1 Dismissal

Removal from the employment of the District.

17.1.2 Suspension

Temporary removal from service for a specified period of time without pay.

17.1.3 Involuntary Demotion

Placement in a lower classification without the employee’s written consent.

17.1.4 Involuntary Reassignment

A change of assignment whereby an employee is deprived of any classification or any incident of any classification in which the employee has permanence.

17.2 Causes for Disciplinary Action

Disciplinary action may be taken for any of the following causes:

- a. Unauthorized absence.
- b. Commitment or conviction of any criminal act, whether a misdemeanor or felony. As used in this Article, conviction means a plea or verdict of guilty or finding of guilt by a court in a trial without a jury or a plea.
- c. Failure to adequately perform the requirements of the position held.
- d. Failure to comply with contractual conditions of employment.
- e. Insubordination.
- f. Disorderly or immoral conduct.
- g. Intoxication or use of intoxicants while on the job.

- h. Use of narcotics or controlled substances on the job or reporting to work while under the influence of a narcotic or controlled substance.
- i. Physical and/or mental inability to perform assigned duties.
- j. Neglectful or willful damage to public property or waste of public supplies or equipment.
- k. Habitual tardiness.
- l. Habitual absenteeism.
- m. Falsifying any information submitted to the District.
- n. Dishonesty.
- o. Violation of any lawful regulation or policy of the District or reasonable order of a supervisor.
- p. Inability to work with others to the detriment of the District.
- q. Abandonment of position.
- r. Discourteous, offensive or abusive treatment of the public, other employees or pupils.
- s. Failure to maintain licenses or certificates required for the position by law, District policy or job description.
- t. Misappropriation of District funds or property.

17.3 Progressive Discipline

Except in those situations where immediate disciplinary action is justified, disciplinary action will not be initiated unless and until warnings have been issued to correct a problem leading up to the use of the disciplinary procedure. Such warnings will state the nature of the problem to be corrected and a specific time period given within which to correct the problem without incurring disciplinary action. The warning shall also include the disciplinary action which may be recommended if the problem is not corrected.

17.4 Discipline Procedures

17.4.1 Preliminary Written Notice

- 17.4.1.1 A permanent classified employee shall receive a preliminary written notice of the proposed disciplinary action. The written notice must contain a specific statement of charges or grounds upon which the proposed disciplinary action is based and the date the proposed disciplinary action will be effective.

- 17.4.1.2 Any known written materials, reports or documentation upon which the proposed disciplinary action is based must be attached to the preliminary written notice.
- 17.4.1.3 The classified employee shall have the right to respond either orally or in writing within ten (10) calendar days to the Superintendent or designee (“Skelly Officer”). The Skelly Officer shall not have been involved in any previous step of the disciplinary process. The purpose of the meeting shall be to permit the employee to respond to the charges against the employee, to offer information regarding the proposed discipline, and to discuss the materials, if any, on which the proposed action is based.
- 17.4.1.4 The Skelly Officer shall consider the employee’s response and may investigate the employee’s claims. Within 15 calendar days of the employee’s response, the Skelly Officer shall recommend in writing to uphold, modify or withdraw the proposed disciplinary action.

17.4.2 Notice of Intention to Discipline

An employee against whom disciplinary action is taken shall be informed of the following in writing, either in person or by certified/registered mail to the last known address:

- a. Statement of Charges: A statement of the specific charges against the employee shall be written in ordinary and concise language and shall include the cause and the specific acts and omissions on which the disciplinary action is based. Any written materials, reports or documentation on which the disciplinary action is based shall be attached. No charge, however, shall be made for acts and omissions which occurred prior to the employees becoming permanent nor more than two (2) years prior to the filing of this statement of charges, unless such facts were concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.
- b. Right to a Hearing: The notice shall contain a statement of the employee’s rights to a hearing on those charges before the Board of Trustees or before an advisory arbitrator by request of CSEA or the Board. The time within which a hearing may be requested shall not be more than 30 calendar days after service of the notice on the employee, and the notice shall be accompanied by a paper, the signing and filing of which with the Superintendent or designee shall constitute a demand for a hearing and a denial of all charges. Failure of the employee to file a request for hearing within the time specified shall constitute a waiver of the employee’s right to a hearing.

17.5 Immediate Suspension

When circumstances exist in which an employee's presence could cause a real and present danger to the welfare or safety of the District, the public, students or employees, the District may immediately suspend the employee with or without pay. An immediate suspension may be ordered by the Superintendent or designee. Within two (2) working days of any such suspension, the District shall schedule the informal meeting referred to in 17.4.1.

17.6 Appeal Procedure – Suspension of Five (5) Days or Fewer

For a suspension of five (5) days or fewer, the hearing shall be delegated to the Superintendent or designee.

17.7 Appeal to Advisory Arbitration - Suspension in Excess of Five (5) Days, Demotion or Dismissal

An appeal hearing for suspension of six (6) days or more, demotion, or dismissal shall be conducted by the Board of Trustees or, at the Board's or CSEA's request, a Hearing Officer may be appointed to hear the matter and issue an advisory recommendation to the Board of Trustees ("Hearing Authority").

17.7.1 Advisory Arbitration

If advisory arbitration is requested, the arbitrator shall be mutually selected by CSEA and the District. If CSEA and the District are unable to agree on an arbitrator within ten (10) calendar days, a selection shall be made from a list of five (5) names provided by the State Mediation and Conciliation Service with the parties alternately striking names until only one (1) remains. A coin toss shall determine which party strikes the first name.

17.7.2 Costs

If CSEA requests the arbitration, then all costs for the services of the arbitrator, including but not limited to per diem expenses, travel and subsistence expenses and cost of a hearing room, if any, will be borne equally by CSEA and the District; however, if the arbitrator's recommended decision is rejected in its entirety or substantially modified by the Board of Trustees, the District shall reimburse CSEA for all hearing officer costs described in this section. If the Board requests the arbitration, then all costs described in this section shall be borne by the District.

17.7.3 Notice of Hearing

The Hearing Authority shall set the matter for hearing and shall give the employee at least 20 calendar days' notice in writing of the date and place of the hearing. The hearing and the Board's consideration of the Hearing Officer's proposed decision shall be conducted in closed session unless the employee requests an open hearing in the employee's written request for a hearing.

17.7.4 Rights of Employee

The employee shall attend any hearing, unless excused by the Hearing Authority, and shall be entitled to:

1. be represented by counsel or any other person at the hearing
2. testify under oath;
3. compel the attendance of other District employees to testify in the employee's behalf;
4. cross-examine all witnesses appearing against the employee and all District employees whose actions are in question or who have investigated any of the matters involved in the hearing and whose reports are offered in evidence before the Hearing Authority;
5. impeach any witness;
6. present such evidence as the Hearing Authority deems pertinent to the inquiry;
7. argue the employee's case.

The party attempting to substantiate the charges against the employee shall be entitled to the same privileges.

17.7.5 Evidence

The hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be admitted for any purpose but shall not be sufficient in itself to support a finding unless it would be admissible in civil actions. The rules of privileges and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.

17.7.6 Exclusion of Witnesses

The Hearing Authority may in the Hearing Authority's discretion exclude witnesses not under examination, except the employee and the party attempting to substantiate the charges against the employee, and their respective counsel. When hearing testimony that may bring disrepute to persons other than the accused employee, all persons not having a direct interest in the hearing may be excluded.

17.7.7 Burden of Proof

The burden of proof shall be on the District to substantiate the charges for discipline.

17.7.7.1 Findings and Decision

Upon completion of the hearing, written Proposed Findings of Fact and Conclusions shall be signed and filed with the Governing Board. If the hearing is before an advisory arbitrator, the Governing Board shall decide whether to adopt the arbitrator's findings and conclusions. If the Governing Board adopts the arbitrator's findings and conclusions, it need not review the record of the hearing; if it declines to accept the findings and conclusions, it must review the record or provide for an additional opportunity for the parties to be heard, after which it may adopt the findings and conclusions made by the arbitrator, or adopt its own findings and conclusions. If the Board was the Hearing Authority, it shall adopt written findings and conclusions.

Unless the decision provides otherwise, it shall be effective immediately. Notice of the decision adopted by the Governing Board shall be mailed promptly to the employee or the employee's counsel or representative. Except for the correction of clerical error, the Board's decision shall be final and conclusive and not subject to Article 4: Grievance Procedure.

17.7.8 Report of Hearings

Hearings will be conducted with a stenographic reporter or audio tape recording. CSEA and the District shall share equally the cost or fee for the reporting or recording.

17.7.9 Transcripts Of Hearings

Transcripts of hearing shall be furnished to any person on payment of the cost of preparing such transcripts. A party who requests a transcript shall notify the other party of the request and provide an opportunity for the parties to share the costs of the transcript preparation.

17.7.10 Continuances

The Hearing Authority may grant a continuance of any hearing upon such terms and conditions as the Hearing Authority may deem proper. The employee shall remain on unpaid suspension for the period of any continuance. Any request for continuance made less than 48 hours prior to the time set for the hearing will be denied unless good cause is shown for the continuance.

17.7.11 Judicial Review

Judicial review of the Governing Board's decision is available pursuant to Code of Civil Procedure Section 1094.5 only if the petition for writ of mandate is filed within the time limit specified in Code of Civil Procedure Section 1094.6.

17.8 Disciplinary Settlement

A disciplinary settlement may be reached at any time following the service of notice of discipline. The terms of the settlement shall be reduced to writing.

ARTICLE 18: MISCELLANEOUS PROVISIONS

18.1 Savings

If any provision of this Agreement becomes invalid by operation of law or order of a court of competent jurisdiction, or if compliance with or enforcement of any provision is restrained by any tribunal, the remaining provisions of this Agreement shall not be affected thereby, and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for the invalid provision.

18.2 No Discrimination

The District shall not discriminate against any unit member on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

18.3 Complete Understanding

Except as required by law, as specifically authorized in this Agreement or as mutually agreed by the parties, no further negotiations shall take place on any item within the scope of bargaining during the term of this Agreement. The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. This Agreement terminates and supersedes any past practices, agreements, procedures, traditions, and rules or regulations inconsistent with the terms of this Agreement.

18.4 Term of Agreement

This Agreement shall take effect on July 9, 2019 (date approved by the Governing Board), except as specifically described in any article, and shall remain in full force and effect, up to and including June 30, 2022.

18.4.1 Designated Reopeners – 2019-2020 School Year

Unless the parties mutually agree to reopen any specific section or article, the parties agree not to reopen this Agreement for the 2019-2020 school year.

18.4.2 Designated Reopener – 2020-2021 School Year

For the 2020-2021 school year, the parties agree to reopen only Article 6, Wages and Benefits.

18.4.3 Designated Reopener – 2021-2022 School Year

For the 2021-2022 school year, the parties agree to reopen only Article 6 Wages and Benefits.

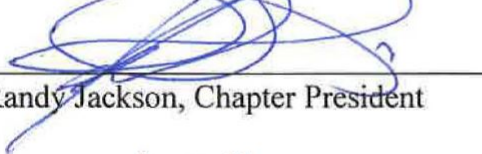
18.5 Successor Agreement Bargaining

The parties agree to “sunshine” proposals for a successor collective bargaining agreement, no later than, February 2022.

FOR CSEA:



Mark Westerberg, Labor Relations Rep.



Randy Jackson, Chapter President

Date: 10/2/19

FOR THE DISTRICT:



Gina Sudaria, Interim Superintendent



Toni Stone, Director of Human Resources

Date: 10/2/19

**RAVENSWOOD CITY SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #303**

APPENDIX A: BARGAINING UNIT CLASSIFICATIONS

1. School Support Staff
2. Child Nutrition & Education Worker
3. Instructional Aide
4. Campus Relations Coordinator
5. Paraeducator – Special Education
6. After School Program Class Leader
7. Laborer
8. Custodian
9. Grounds Specialist
10. Health Aide
11. Child Nutrition & Education Manager
12. Administrative Secretary
13. Van Driver
14. Warehouse Manager
15. Library Instructional Media Specialist
16. Makerspace School Tinkerer
17. Translator/Interpreter
18. Audio Visual Technician
19. Glazier
20. Maintenance Mechanic
21. After School Program Site Coordinator
22. Driver/Operator
23. Carpenter/General Maintenance/Locksmith
24. Maintenance Electrician
25. Network Specialist
26. Payroll Specialist
27. Sprinkler/Irrigation Mechanic
28. Speech Language Pathology Assistant
29. Administrative Assistant
30. Accountant
31. Tutor
32. Occupational Therapist
33. Speech Language Pathologist

**RAVENSWOOD CITY SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #303**

APPENDIX B: HISTORICAL BARGAINING UNIT CLASSIFICATIONS

The purpose of this list is to maintain a history of known previously used bargaining unit classifications:

1. Senior Service Aide
2. Instructional Aide Intern
3. Attendance Specialist
4. Library Clerk
5. Secretary I
6. Assistant Counselor
7. School Age Ext. Program
8. Counselor Intern
9. Nutritional Aide
10. Computer Proctor
11. Curriculum/Toy Librarian, C.C.
12. District Receptionist/Typist
13. Statistical Assistant, Migrant Ed
14. Bilingual School Clerk
15. Instructional Aide II
16. State Preschool Instructional Aide
17. Computer Proctor Operator
18. Bilingual Instructional Aide – Migrant
19. Secretary I - Child Nutrition & Education
20. Offset Equipment Operator
21. Secretary II
22. Secretary II, Translator
23. School Office Manager
24. Storekeeper
25. Library Instructional Materials Assistant
26. Library Instructional Media Assistant
27. Senior Account Specialist
28. School/Parent Liaison
29. Counselor/School Age Program
30. Equipment Operator
31. Bus Driver/Maintenance Man

32. Lead Custodian
33. Account Specialist
34. Accounting Technician
35. Assistant Custodian Services Sup.
36. Buyer-Expediter
37. Community Outreach Specialist
38. Health and Wellness Provider
39. Parent Liaison
40. Program Specialist
41. Program Staff Assistant
42. Permit Teacher, CDC
43. RSIP Data Analyst
44. Child Development Center Equipment Mechanic
45. Social Worker
46. Electronics Repairman
47. State Preschool Teacher
48. Assistant Director, Child Development Center
49. MAA / LEA Coordinator
50. District Attendance Technician
51. Painter/General Maintenance
52. Personnel Specialist
53. Data Quality Support Technician

APPENDIX C - CLASSIFIED SALARY SCHEDULES

Ravenswood City School District
Classified Salary Schedule
Effective July 1, 2015 (2018-2019 Actual)

Position/Title	Work Days	Range	Step A	Step B	Step C	Step D	Step E
School Support Staff	203	15	Hourly: 14.52	15.19	15.93	16.69	17.51
		15	Monthly (7.5 Hours): 2,210.56	2,312.63	2,426.05	2,540.61	2,665.37
Child Nutrition & Education Worker	203	20	Hourly: 16.67	17.47	18.31	19.16	20.10
	203	20	Hourly: 16.67	17.47	18.31	19.16	20.10
	225	20	Hourly: 16.55	17.34	18.17	19.02	19.95
		20	Monthly (7.5 Hours): 2,538.20	2,659.68	2,786.94	2,917.66	3,059.96
Campus Relations Coordinator	203	22	Hourly: 17.13	17.95	18.83	19.70	20.65
	203	22	Hourly: 17.13	17.95	18.83	19.70	20.65
	203	22	Hourly: 17.13	17.95	18.83	19.70	20.65
		22	Monthly (7.5 Hours): 2,607.53	2,732.29	2,866.12	2,999.96	3,144.00
Laborer	246	24	Hourly: 17.78	18.64	19.53	20.49	21.47
	246	24	Hourly: 17.78	18.64	19.53	20.49	21.47
		24	Monthly (7.5 Hours): 2,733.42	2,866.12	3,003.36	3,149.67	3,300.52
Custodian	246	25	Hourly: 18.21	19.05	20.34	20.95	21.97
	246	25	Hourly: 18.21	19.05	20.34	20.95	21.97
		25	Monthly (7.5 Hours): 2,800.34	2,929.64	3,126.99	3,221.13	3,377.65
Health Aide	203	26	Hourly: 18.83	19.73	20.69	21.69	22.73
	203	26	Hourly: 18.83	19.73	20.69	21.69	22.73
	225	26	Hourly: 18.68	19.58	20.53	21.53	22.56
	246	26	Hourly: 18.64	19.53	20.49	21.48	22.51
Administrative Secretary (Central Office)		26	Monthly (7.5 Hours): 2,866.12	3,003.36	3,149.67	3,302.79	3,460.44
Van Driver	203	28	Hourly: 19.74	20.69	21.69	22.73	23.84
		28	Monthly (7.5 Hours): 3,005.63	3,150.81	3,302.79	3,460.44	3,629.44

Ravenswood City School District
Classified Salary Schedule
Effective July 1, 2015 (2018-2019 Actual)

Warehouse Manager	246	29	Hourly:	20.01	21.00	21.98	23.05	24.19
		29	Monthly (7.5 Hours):	3,077.08	3,229.07	3,379.92	3,544.38	3,719.04
Library Instructional Media Specialist	225	30	Hourly:	20.55	21.54	22.57	23.62	24.83
		30	Monthly (7.5 Hours):	3,153.08	3,303.92	3,462.71	3,623.77	3,809.78
Makerspace School Tinkerer	203	32	Hourly:	21.73	22.76	23.90	25.04	26.23
Audio Visual Technician	246	32	Hourly:	21.52	22.54	23.67	24.79	25.97
RSIP Data Analyst	246	32	Hourly:	21.52	22.54	23.67	24.79	25.97
Translator / Interpreter	246	32	Hourly:	21.52	22.54	23.67	24.79	25.97
		32	Monthly (7.5 Hours):	3,308.46	3,464.98	3,638.51	3,812.05	3,993.52
Glazier	246	33	Hourly:	22.03	23.09	24.19	25.40	26.62
Maintenance Mechanic	246	33	Hourly:	22.03	23.09	24.19	25.40	26.62
		33	Monthly (7.5 Hours):	3,386.72	3,550.05	3,719.04	3,905.05	4,093.33
After School Program Site Coordinator	225	35	Hourly:	23.19	24.27	25.46	26.70	27.99
		35	Monthly (7.5 Hours):	3,556.85	3,723.58	3,905.05	4,095.60	4,294.08
Driver/Operator	203	36	Hourly:	23.91	25.06	26.25	27.54	28.87
Carpenter/General Maint./Locksmith	246	36	Hourly:	23.68	24.82	26.00	27.27	28.59
Maintenance Electrician	246	36	Hourly:	23.68	24.82	26.00	27.27	28.59
Network Specialist	246	36	Hourly:	23.68	24.82	26.00	27.27	28.59
Payroll Specialist	246	36	Hourly:	23.68	24.82	26.00	27.27	28.59
Sprinkler/Irrigation Mechanic	246	36	Hourly:	23.68	24.82	26.00	27.27	28.59
		36	Monthly (7.5 Hours):	3,640.78	3,815.45	3,996.92	4,193.14	4,396.16
Speech Language Pathology Assistant	203	38	Hourly:	25.08	26.29	27.57	28.91	30.31
		38	Monthly (7.5 Hours):	3,817.72	4,002.59	4,197.67	4,401.83	4,615.06
Administrative Assistant	225	39	Hourly:	25.85	27.10	28.42	29.82	31.27
Accountant	246	39	Hourly:	25.79	27.04	28.36	29.76	31.20
		39	Monthly (7.5 Hours):	3,965.16	4,157.98	4,359.86	4,575.36	4,796.53

Ravenswood City School District
 Classified Salary Schedule
 Effective July 1, 2015 (2018-2019 Actual)

Data Quality Support Technician	246	40	Hourly:	26.42	27.71	29.04	30.48	31.96
			Monthly (7.5 Hours):	4,061.57	4,260.06	4,465.35	4,686.51	4,913.35
Tutor			Hourly:	17.68				
Occupational Therapist	203		Hourly:	42.38	44.74	46.67	48.95	51.35
			Annually:	64,526.91	68,120.05	71,051.96	74,520.34	78,175.87
Speech Language Pathologist	203		Hourly:	53.93	54.68	55.42	56.17	56.91
			Annually:	82,116	83,250	84,384	85,519	86,653

Ravenswood City School District
 Classified Salary Schedule
 Effective July 1, 2015

Position/Title	Range	Step A	Step B	Step C	Step D	Step E
Senior Service Aide	11	Hourly: 11.52	12.99	13.60	14.24	14.92
Instructional Aide Intern		Monthly (7.5 Hours): 1,870.30	2,110.75	2,208.29	2,312.63	2,423.79
		Monthly (8 Hours): 1,995.06	2,251.39	2,355.73	2,466.89	2,585.98
School Support Staff	15	Hourly: 13.61	14.24	14.93	15.64	16.41
		Monthly (7.5 Hours): 2,210.56	2,312.63	2,426.05	2,540.61	2,665.37
		Monthly (8 Hours): 2,358.00	2,466.89	2,587.11	2,710.74	2,843.44
Attendance Specialist	16	Hourly: 13.93	14.51	15.58	16.03	16.81
Library Clerk		Monthly (7.5 Hours): 2,263.86	2,358.00	2,531.53	2,602.99	2,730.02
Secretary I		Monthly (8 Hours): 2,414.71	2,515.66	2,700.53	2,776.52	2,911.49
Assistant Counselor	17	Hourly: 14.27	14.93	15.64	16.42	17.18
School Age Ext. Program		Monthly (7.5 Hours): 2,318.30	2,426.05	2,540.61	2,667.64	2,790.13
		Monthly (8 Hours): 2,472.56	2,587.11	2,710.74	2,845.71	2,976.14
Counselor Intern	19	Hourly: 14.61	15.32	16.03	16.82	17.62
Nutritional Aide		Monthly (7.5 Hours): 2,372.75	2,488.43	2,602.99	2,732.29	2,862.72
		Monthly (8 Hours): 2,531.53	2,654.03	2,776.52	2,913.76	3,053.27
Computer Proctor	20	Hourly: 15.62	16.37	17.16	17.96	18.81
Curriculum/Toy Librarian, C.C.		Monthly (7.5 Hours): 2,538.20	2,659.68	2,786.94	2,917.66	3,059.96
District Receptionist/Typist		Monthly (8 Hours): 2,707.11	2,836.68	2,972.04	3,112.02	3,263.57
Statistical Assistant, Migrant Ed						
Child Nutrition & Education Worker						
Bilingual School Clerk						
Instructional Aide II						
State PreSchool Inst. Aide						

Ravenswood City School District
 Classified Salary Schedule
 Effective July 1, 2015

21	Computer Proctor Operator	Hourly:	15.68	16.46	17.22	18.04	18.89
		Monthly (7.5 Hours):	2,546.28	2,673.31	2,798.07	2,929.64	3,068.01
		Monthly (8 Hours):	2,716.41	2,851.38	2,984.08	3,125.86	3,272.17
22	Bilingual Inst. Aide - Migrant	Hourly:	16.05	16.82	17.64	18.47	19.35
	Campus Relations Coordinator	Monthly (7.5 Hours):	2,607.53	2,732.29	2,866.12	2,999.96	3,144.00
	ParaEducator - Special Ed.	Monthly (8 Hours):	2,781.06	2,913.76	3,056.67	3,199.58	3,352.70
	Secretary I / Child Nut. & Ed.						
	After School Program Class Leader						
24	Laborer	Hourly:	16.83	17.64	18.49	19.39	20.32
	Offset Equipment Operator	Monthly (7.5 Hours):	2,733.42	2,866.12	3,003.36	3,149.67	3,300.52
	Secretary II	Monthly (8 Hours):	2,916.03	3,056.67	3,204.12	3,359.50	3,520.56
	Secretary II, Translator						
	School Office Manager						
25	Custodian	Hourly:	17.24	18.04	19.25	19.83	20.79
	Grounds Specialist	Monthly (7.5 Hours):	2,800.34	2,929.64	3,126.99	3,221.13	3,377.65
	Storekeeper	Monthly (8 Hours):	2,986.35	3,125.86	3,334.55	3,435.49	3,603.35
26	Administrative Secretary	Hourly:	17.64	18.49	19.39	20.33	21.30
	Child Nut. & Ed. Manager	Monthly (7.5 Hours):	2,866.12	3,003.36	3,149.67	3,302.79	3,460.44
	Library Inst. Materials Assistant	Monthly (8 Hours):	3,056.67	3,204.12	3,359.50	3,522.83	3,691.82
	Library Inst. Media Assistant						
	Senior Account Specialist						
	School/Parent Liasion						
	School Health Aide						
27	Counselor/School Age Program	Hourly:	18.06	18.94	19.85	20.82	21.80
	Equipment Operator	Monthly (7.5 Hours):	2,934.18	3,077.08	3,224.53	3,381.05	3,542.11
		Monthly (8 Hours):	3,129.26	3,282.37	3,440.03	3,606.76	3,778.02

Ravenswood City School District
 Classified Salary Schedule
 Effective July 1, 2015

Bus Driver/Maintenance Man	28	Hourly:	18.50	19.40	20.33	21.30	22.34
Lead Custodian		Monthly (7.5 Hours):	3,005.63	3,150.81	3,302.79	3,460.44	3,629.44
Van Driver		Monthly (8 Hours):	3,206.38	3,361.77	3,522.83	3,691.82	3,871.02
Grounds Foreman	29	Hourly:	18.94	19.87	20.80	21.82	22.90
Warehouse Manager		Monthly (7.5 Hours):	3,077.08	3,229.07	3,379.92	3,544.38	3,719.04
		Monthly (8 Hours):	3,282.37	3,443.43	3,604.49	3,780.29	3,967.43
Account Specialist	30	Hourly:	19.41	20.34	21.32	22.30	23.45
Accounting Technician		Monthly (7.5 Hours):	3,153.08	3,303.92	3,462.71	3,623.77	3,809.78
Asst. Custodian Services Sup.		Monthly (8 Hours):	3,362.90	3,523.96	3,694.09	3,865.35	4,063.84
Buyer-Expediter							
Library/Inst. Media Specialist							
Audio Visual Technician	32	Hourly:	20.36	21.33	22.40	23.47	24.58
IEP Translator / Interpreter		Monthly (7.5 Hours):	3,308.46	3,464.98	3,638.51	3,812.05	3,993.52
Community Outreach Specialist		Monthly (8 Hours):	3,528.50	3,695.22	3,881.23	4,066.11	4,260.06
Parent Liasion							
Program Specialist							
Program Staff Assistant							
Permit Teacher, CDC							
RSIP Data Analyst							
Tinkerer							
Child Development Center	33	Hourly:	20.85	21.85	22.90	24.04	25.20
Equipment Mechanic		Monthly (7.5 Hours):	3,386.72	3,550.05	3,719.04	3,905.05	4,093.33
Glazier		Monthly (8 Hours):	3,613.56	3,785.96	3,967.43	4,164.78	4,366.67
Maintenance Mechanic							
Social Worker							
Electronics Repairman	34	Hourly:	21.36	22.40	23.48	24.61	25.80
State Preschool Teacher		Monthly (7.5 Hours):	3,470.65	3,638.51	3,814.31	3,996.92	4,192.00
		Monthly (8 Hours):	3,702.03	3,881.23	4,068.38	4,263.46	4,471.02

Ravenswood City School District
 Classified Salary Schedule
 Effective July 1, 2015

Assistant Director, Child Development Center	35	Hourly:	21.90	22.92	24.04	25.21	26.43
After School Program Site Coordinator		Monthly (7.5 Hours):	3,556.85	3,723.58	3,905.05	4,095.60	4,294.08
MAA / LEA Coordinator		Monthly (8 Hours):	3,793.90	3,971.97	4,164.78	4,368.94	4,579.90
Carpenter/General Maint./Locksmith	36	Hourly:	22.41	23.49	24.61	25.81	27.06
District Attendance Technician		Monthly (7.5 Hours):	3,640.78	3,815.45	3,996.92	4,193.14	4,396.16
Driver/Operator		Monthly (8 Hours):	3,883.50	4,070.64	4,263.46	4,473.28	4,688.78
Maintenance Electrician							
Network Specialist							
Painter/General Maintenance							
Payroll Specialist							
Personnel Specialist							
Sprinkler/Irrigation Mechanic							
Speech Language Pathology Assistant	38	Hourly:	23.50	24.64	25.84	27.09	28.41
		Monthly (7.5 Hours):	3,817.72	4,002.59	4,197.67	4,401.83	4,615.06
		Monthly (8 Hours):	4,071.78	4,270.26	4,476.69	4,694.45	4,922.43
Accountant	39	Hourly:	24.41	25.59	26.84	28.16	29.52
Administrative Assistant		Monthly (7.5 Hours):	3,965.16	4,157.98	4,359.86	4,575.36	4,796.53
		Monthly (8 Hours):	4,229.43	4,434.72	4,650.22	4,880.46	5,116.38
Data Quality Support Technician	40	Hourly:	25.00	26.22	27.49	28.85	30.24
		Monthly (7.5 Hours):	4,061.57	4,260.06	4,465.35	4,686.51	4,913.35
		Monthly (8 Hours):	4,332.64	4,543.61	4,763.64	4,999.55	5,241.14

Ravenswood City School District
 Classified Salary Schedule
 Effective July 1, 2015

Bilingual Tutor
 Academic Tutor

17.68
 17.68

Occupational Therapist

Hourly: 36.11 38.12 39.77 41.70 43.75
 Annually: 64,526.91 68,120.05 71,051.96 74,520.34 78,175.87

Hourly: 35.43 37.21 39.08 41.02 43.07
 Monthly (7.5 Hours): 5,740.05 6,045.29 6,349.25 6,664.56 6,995.75
 Monthly (8 Hours): 6,139.42 6,447.93 6,772.31 7,109.17 7,461.90

Speech Language Pathologist

Annual 78,713
 Annual 79,848
 Annual 80,982
 Annual 82,116
 Annual 83,250
 Annual 84,384
 Annual 85,519
 Annual 86,653

Note: Range 20 is increased by 8%

Noon Aides/Yard Duty

\$13.00 an hour effective July 1, 2016

Ravenswood City School District
 Classified Salary Schedule
 Effective July 1, 2018

Position/Title	Work Days	Range	Step A	Step B	Step C	Step D	Step E
School Support Staff	203	15	14.81	15.49	16.25	17.02	17.86
		15	Monthly (7.5 Hours): 2,254.77	2,358.88	2,474.57	2,591.42	2,718.68
Child Nutrition & Education Worker	203	20	17.00	17.82	18.67	19.55	20.50
Instructional Aide	203	20	17.00	17.82	18.67	19.55	20.50
Bilingual School Clerk	225	20	16.88	17.68	18.53	19.40	20.35
		20	Monthly (7.5 Hours): 2,588.96	2,712.87	2,842.68	2,976.01	3,121.16
Campus Relations Coordinator	203	22	17.47	18.30	19.20	20.10	21.06
Paraeducator - Special Education	203	22	17.47	18.30	19.20	20.10	21.06
After School Program Class Leader	203	22	17.47	18.30	19.20	20.10	21.06
		22	Monthly (7.5 Hours): 2,659.68	2,786.94	2,923.44	3,059.96	3,206.88
Laborer	246	24	18.13	19.01	19.92	20.90	21.90
Secretary II	246	24	18.13	19.01	19.92	20.90	21.90
		24	Monthly (7.5 Hours): 2,788.09	2,923.44	3,063.43	3,212.66	3,366.53
Custodian	246	25	18.58	19.44	20.74	21.37	22.41
Grounds Specialist	246	25	18.58	19.44	20.74	21.37	22.41
		25	Monthly (7.5 Hours): 2,856.35	2,988.23	3,189.53	3,285.55	3,445.20
Health Aide	203	26	19.20	20.12	21.10	22.13	23.18
Child Nutrition & Education Manager	203	26	19.20	20.12	21.10	22.13	23.18
Administrative Secretary (School Site)	225	26	19.06	19.97	20.94	21.96	23.01
Administrative Secretary (Central Office)	246	26	19.01	19.92	20.90	21.91	22.96
		26	Monthly (7.5 Hours): 2,923.44	3,063.43	3,212.66	3,368.85	3,529.65
Van Driver	203	28	20.14	21.11	22.13	23.18	24.32
		28	Monthly (7.5 Hours): 3,065.74	3,213.83	3,368.85	3,529.65	3,702.03

Ravenswood City School District
 Classified Salary Schedule
 Effective July 1, 2018

Warehouse Manager	246	29	Hourly:	20.41	21.42	22.42	23.51	24.67
		29	Monthly (7.5 Hours):	3,138.62	3,293.65	3,447.52	3,615.27	3,793.42
Library Instructional Media Specialist	225	30	Hourly:	20.96	21.97	23.02	24.09	25.33
		30	Monthly (7.5 Hours):	3,216.14	3,370.00	3,531.96	3,696.25	3,885.98
Makerspace School Tinkerer	203	32	Hourly:	22.17	23.21	24.38	25.54	26.75
Audio Visual Technician	246	32	Hourly:	21.95	22.99	24.14	25.29	26.49
RSIP Data Analyst	246	32	Hourly:	21.95	22.99	24.14	25.29	26.49
Translator / Interpreter	246	32	Hourly:	21.95	22.99	24.14	25.29	26.49
		32	Monthly (7.5 Hours):	3,374.63	3,534.28	3,711.28	3,888.29	4,073.39
Glazier	246	33	Hourly:	22.47	23.55	24.67	25.91	27.16
Maintenance Mechanic	246	33	Hourly:	22.47	23.55	24.67	25.91	27.16
		33	Monthly (7.5 Hours):	3,454.45	3,621.05	3,793.42	3,983.15	4,175.20
After School Program Site Coordinator	225	35	Hourly:	23.65	24.76	25.96	27.23	28.55
		35	Monthly (7.5 Hours):	3,627.99	3,798.05	3,983.15	4,177.51	4,379.96
Driver/Operator	203	36	Hourly:	24.39	25.56	26.78	28.09	29.45
Carpenter/General Maint./Locksmith	246	36	Hourly:	24.15	25.31	26.52	27.82	29.16
Maintenance Electrician	246	36	Hourly:	24.15	25.31	26.52	27.82	29.16
Network Specialist	246	36	Hourly:	24.15	25.31	26.52	27.82	29.16
Payroll Specialist	246	36	Hourly:	24.15	25.31	26.52	27.82	29.16
Sprinkler/Irrigation Mechanic	246	36	Hourly:	24.15	25.31	26.52	27.82	29.16
		36	Monthly (7.5 Hours):	3,713.60	3,891.76	4,076.86	4,277.00	4,484.08
Speech Language Pathology Assistant	203	38	Hourly:	25.58	26.82	28.12	29.49	30.92
		38	Monthly (7.5 Hours):	3,894.07	4,082.64	4,281.62	4,489.87	4,707.36
Administrative Assistant	225	39	Hourly:	26.36	27.65	28.99	30.42	31.89
Accountant	246	39	Hourly:	26.31	27.58	28.92	30.35	31.82
		39	Monthly (7.5 Hours):	4,044.46	4,241.14	4,447.06	4,666.87	4,892.46

Ravenswood City School District
 Classified Salary Schedule
 Effective July 1, 2018

Data Quality Support Technician	246	40	Hourly:	26.95	28.26	29.62	31.09	32.60
		40	Monthly (7.5 Hours):	4,142.80	4,345.26	4,554.66	4,780.24	5,011.62
Tutor			Hourly:	18.03				
Occupational Therapist	203		Hourly:	43.23	45.64	47.60	49.92	52.37
			Annually:	65,817.45	69,482.45	72,473.00	76,010.75	79,739.39
Speech Language Pathologist	203		Hourly:	55.01	55.77	56.53	57.29	58.05
			Annually:	83,758	84,915	86,072	87,229	88,386

Ravenswood City School District
 Classified Salary Schedule
 Effective July 1, 2019

Position/Title	Work Days	Range	Step A	Step B	Step C	Step D	Step E
School Support Staff	201	15	Hourly: 15.78	16.51	17.32	18.14	19.03
		15	Monthly (7.5 Hours): 2,378.78	2,488.62	2,610.67	2,733.95	2,868.20
Child Nutrition & Education Worker	201	20	Hourly: 18.12	18.99	19.89	20.83	21.84
Instructional Aide	201	20	Hourly: 18.12	18.99	19.89	20.83	21.84
		20	Monthly (7.5 Hours): 2,731.36	2,862.08	2,999.03	3,139.69	3,292.82
Campus Relations Coordinator	201	22	Hourly: 18.61	19.50	20.46	21.41	22.44
Paraeducator - Special Education	201	22	Hourly: 18.61	19.50	20.46	21.41	22.44
After School Program Class Leader	201	22	Hourly: 18.61	19.50	20.46	21.41	22.44
		22	Monthly (7.5 Hours): 2,805.96	2,940.22	3,084.23	3,228.26	3,383.26
Laborer	246	24	Hourly: 19.13	20.06	21.02	22.04	23.10
		24	Monthly (7.5 Hours): 2,941.43	3,084.23	3,231.92	3,389.36	3,551.69
Custodian	246	25	Hourly: 19.60	20.50	21.89	22.54	23.64
Grounds Specialist	246	25	Hourly: 19.60	20.50	21.89	22.54	23.64
		25	Monthly (7.5 Hours): 3,013.45	3,152.59	3,364.95	3,466.26	3,634.69
Health Aide	201	26	Hourly: 20.46	21.44	22.48	23.58	24.70
Child Nutrition & Education Manager	201	26	Hourly: 20.46	21.44	22.48	23.58	24.70
Administrative Secretary	246	26	Hourly: 20.06	21.02	22.04	23.12	24.22
		26	Monthly (7.5 Hours): 3,084.23	3,231.92	3,389.36	3,554.13	3,723.78
Van Driver	201	28	Hourly: 21.46	22.49	23.58	24.70	25.91
		28	Monthly (7.5 Hours): 3,234.36	3,390.59	3,554.13	3,723.78	3,905.64
Warehouse Manager	246	29	Hourly: 21.54	22.60	23.66	24.81	26.03
		29	Monthly (7.5 Hours): 3,311.25	3,474.80	3,637.13	3,814.11	4,002.06

Ravenswood City School District
 Classified Salary Schedule
 Effective July 1, 2019

Library Instructional Media Specialist	223	30	Hourly:	22.32	23.38	24.51	25.65	26.96	
		30	Monthly (7.5 Hours):	3,393.03	3,555.35	3,726.22	3,899.54	4,099.70	
Makerspace School Tinkerer	201	32	Hourly:	23.62	24.73	25.97	27.21	28.51	
Translator / Interpreter	223	32	Hourly:	23.42	24.52	25.75	26.98	28.26	
Translator / Interpreter	246	32	Hourly:	23.16	24.25	25.47	26.68	27.95	
Audio Visual Technician	246	32	Hourly:	23.16	24.25	25.47	26.68	27.95	
		32	Monthly (7.5 Hours):	3,560.23	3,728.66	3,915.40	4,102.15	4,297.43	
Glazier	246	33	Hourly:	23.70	24.85	26.03	27.33	28.65	
Maintenance Mechanic	246	33	Hourly:	23.70	24.85	26.03	27.33	28.65	
		33	Monthly (7.5 Hours):	3,644.45	3,820.21	4,002.06	4,202.22	4,404.83	
After School Program Site Coordinator	223	35	Hourly:	25.17	26.35	27.64	28.99	30.39	
		35	Monthly (7.5 Hours):	3,827.53	4,006.94	4,202.22	4,407.28	4,620.86	
Driver/Operator	201	36	Hourly:	25.99	27.24	28.53	29.93	31.38	
Carpenter/General Maint./Locksmith	246	36	Hourly:	25.48	26.70	27.97	29.35	30.77	
Maintenance Electrician	246	36	Hourly:	25.48	26.70	27.97	29.35	30.77	
Network Specialist	246	36	Hourly:	25.48	26.70	27.97	29.35	30.77	
Payroll Specialist	246	36	Hourly:	25.48	26.70	27.97	29.35	30.77	
Sprinkler/Irrigation Mechanic	246	36	Hourly:	25.48	26.70	27.97	29.35	30.77	
		36	Monthly (7.5 Hours):	3,917.84	4,105.81	4,301.09	4,512.24	4,730.71	
Speech Language Pathology Assistant	201	38	Hourly:	27.25	28.57	29.96	31.42	32.94	
		38	Monthly (7.5 Hours):	4,108.25	4,307.19	4,517.11	4,736.81	4,966.27	
Administrative Assistant	223	39	Hourly:	28.06	29.43	30.86	32.38	33.95	
Accountant	246	39	Hourly:	27.75	29.10	30.51	32.02	33.57	
		39	Monthly (7.5 Hours):	4,266.91	4,474.40	4,691.65	4,923.54	5,161.55	
Tutor			Hourly:						19.03

Ravenswood City School District
 Classified Salary Schedule
 Effective July 1, 2019

Occupational Therapist	201	Hourly:	46.06	48.63	50.72	53.19	55.80
		Annually:	69,437.41	73,303.99	76,459.01	80,191.34	84,125.05

Speech Language Pathologist	201	Hourly:	58.62	59.43	60.24	61.05	61.86
		Annually:	88,365	89,585	90,806	92,027	93,247

Appendix D
Ravenswood City School District
Performance Evaluation Report for Classified Employees

Probationary: 1 Month 5 Months 6 Months Special **Permanent: x Annual**

NAME:

POSITION/CLASSIFICATION:

SITE/DEPARTMENT:

PERIOD: FROM _____ TO _____

RATE ONLY THOSE FACTORS WHICH APPLY TO THE POSITION BEING RATED

QUALITY OF WORK

		NOT OBSERVED	SUPERIOR	ABOVE STANDARD	STANDARD	Improvement Needed	Unsatisfactory
1. Job Knowledge	1.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Accurate and complete	2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Work is neat and presentable	3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Accepts and uses new ideas when appropriate	4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

QUANTITY OF WORK

5. Volume of output	5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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WORK HABITS AND ATTITUDES

6. Organizes work	6.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Uses good judgment in the performance of duties	7.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Uses and cares for equipment properly	8.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Readily learns and applies new procedures and techniques	9.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Is regular in attendance	10.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Observes established work hours	11.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Accepts and applies constructive criticism	12.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Displays initiative on the job	13.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Accepts responsibility willingly	14.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DEPENDABILITY

15. Ability to work without supervision	15.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Complies with instructions, rules and policies	16.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

RELATIONSHIP WITH PEOPLE

17. Gets along well with other employees	17.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Meets the public in a businesslike manner	18.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Gets along well with pupils	19.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PERSONAL QUALITIES

20. Adaptability to emergencies and new situations	20.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Dresses appropriately and maintains a neat and clean appearance	21.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SUPERVISORY ABILITY (If applicable)

22. Leadership	22.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23. Fairness and impartiality	23.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24. Decision making	24.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25. Training and instructing	25.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26. Planning assignment	26.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27. Evaluates performance of subordinates effectively	27.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

RECOMMENDATION for probationary employees

Retain Terminate

COMMENTS – Definition of ratings are generally as follows:

“SUPERIOR” is commendation for consistently exceeding standards of performance. Terms such as always, exemplary, or one-out-of-a-hundred are applicable.

“ABOVE STANDARD” is commendation for consistently meeting standards of performance and occasionally exceeding them.

“STANDARD” is commendation for consistently meeting standards of performance.

“IMPROVEMENT NEEDED” indicates employee is not meeting expected standards of performance. Specific suggestions should be made to aid the employee in improving.

“UNSATISFACTORY” indicates employee is not performing acceptably. Specific details and facts must be given. Attach sheets.

OVERALL EVALUATION

(a) In comparison with other employees in this same classification and approximate length of service, how would you designate this employee?

(b) For this reporting period indicate in (b) below how many employees in this classification you designated in the category of (a).

	Not Observed	One of the highly outstanding employee I know	A very fine employee of great value to the district	A dependable & typically effective employee	An Acceptable employee	Unsatisfactory (adverse)
(a)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Evaluator Comments: Make comments regarding any strengths, special accomplishments, contributions, weaknesses, etc.

What has been the trend of performance since last report? Improving Consistent Declining

(Date) (Evaluator signature)

Employee Comments: Employee may comment (if desired). It is understood that in signing the performance evaluation report, the employee is acknowledging only having seen and discussed the report. The employee's signature does not necessarily imply agreement with conclusions of the rater. If the employee desires, he/she may attach a written statement.

(Date) (Employee signature)

Review Authority Comments:

(Date) (Review Authority)