

AGREEMENT

between the

CARPINTERIA ASSOCIATION OF UNITED
SCHOOL EMPLOYEES LOCAL 2216 (CAUSE)

and the

CARPINTERIA UNIFIED SCHOOL DISTRICT
CARPINTERIA, CALIFORNIA

July 1, 2018 – June 30, 2019

TABLE OF CONTENTS

ARTICLE	PAGE
PREAMBLE.....	4
ARTICLE 1. RECOGNITION.....	4
ARTICLE 2. STATEMENT OF DISTRICT RESPONSIBILITY	4
ARTICLE 3. GRIEVANCE PROCEDURES	5
ARTICLE 4. EMPLOYEE RIGHTS	8
ARTICLE 5. PAYROLL DEDUCTIONS	8
ARTICLE 6. COMPENSATION AND BENEFITS	10
ARTICLE 7. HOURS.....	13
ARTICLE 8. PROFESSIONAL GROWTH	16
ARTICLE 9. TRANSFER AND FILLING OF VACANCIES	18
ARTICLE 10. EVALUATION OF EMPLOYEE PERFORMANCE	20
ARTICLE 11. PERSONNEL FILES	21
ARTICLE 12. LEAVE PROVISIONS	22
ARTICLE 13. CAUSE RIGHTS.....	30
ARTICLE 14. SAFETY	31
ARTICLE 15. ALCOHOL AND DRUG ABUSE POLICY	32
ARTICLE 16. TRAINING	36
ARTICLE 17. RECLASSIFICATION PROCEDURE.....	36
ARTICLE 18. LAYOFF AND REEMPLOYMENT FOLLOWING LAYOFF.....	37
ARTICLE 19. CONCERTED ACTIVITIES	40
ARTICLE 20. DISCIPLINARY ACTION.....	42
ARTICLE 21. PAID HOLIDAYS	44
ARTICLE 22. VACATIONS	45
ARTICLE 23. NON-DISCRIMINATION.....	47
ARTICLE 24. SAVINGS PROVISIONS	47
ARTICLE 25. SUPPORT OF AGREEMENT.....	47
ARTICLE 26. EFFECT OF AGREEMENT.....	47
ARTICLE 27. COMPLETION OF MEET AND NEGOTIATION	47
ARTICLE 28. TERM.....	48
ARTICLE 29. ONBOARDING	50
APPENDIX A.....	51
APPENDIX B.....	54
APPENDIX C.....	55
APPENDIX D	56

PREAMBLE

This is an Agreement made and entered into this 24th day of October 2013, between the Carpinteria Unified School District (hereinafter referred to as “District”) and Local 2216 of the Carpinteria Association of United School Employees (hereinafter referred to as “CAUSE”).

ARTICLE 1. RECOGNITION

The District recognizes CAUSE as the exclusive representative of a unit of classified employees. The classifications in this unit are set forth in Appendix B.

ARTICLE 2. STATEMENT OF DISTRICT RESPONSIBILITY

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: Determine its organization; direct the work of its employees; determine the time and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; lay off for lack of work or lack of funds, transfer employees; and take action on any matters in the even of an emergency. In addition, the Board of Education and Administration retain the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.

The exercise of the foregoing powers, right, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this AGREEMENT, and then only to the extent such specific and express terms are in conformance with law.

The District retains its right to amend, modify or rescind policies and practices referred to in this AGREEMENT in event of an emergency.

ARTICLE 3. GRIEVANCE PROCEDURES

- 3.1 The following definitions shall apply to the processing of grievances:
- 3.1.1 A “grievance” is defined as a statement by an employee covered hereby, or CAUSE, that the District has violated an express term of this Agreement and that by reason of such violation his or her rights have been adversely affected. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the District’s board of trustees or by the administrative regulations and procedures of this District are not within the scope of this procedure.
 - 3.1.2 A “day” is a day in which the central administrative office of the District is open for business.
 - 3.1.3 The “immediate supervisor” is the lowest level supervisor having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances.
- 3.2 By this grievance procedure, the parties intend to provide, at the lowest administrative level, a means by which a grievance may be resolved in an equitable, efficient manner in an atmosphere of courtesy and cooperation.
- 3.3 The parties hereto shall make an earnest effort to settle grievances promptly through the steps listed below:
- 3.3.1 Step One: The grievant shall orally present the alleged grievance to his/her immediate supervisor, with or without the CAUSE representative being present.
 - 3.3.2 Step Two: If the grievance is not settled in Step One, the grievance shall be submitted in writing within twenty (20) days after the employee knew, or reasonably should have known, of the occurrence of the facts on which the grievance is based. Failure to file within this time waives the grievance for all purposes. The grievance may be filed by either the grievant and/or CAUSE representative to the grievant’s immediate supervisor. The immediate supervisor shall meet with the grievant and/or a CAUSE representative within five (5) working days after presentation at Step Two. A resolution of the grievance should be summarized and signed by the grievant and the immediate supervisor, If the grievance is not settled, the immediate supervisor’s response shall be provided in writing within five (5) days of the meeting.
 - 3.3.3. Step Three: If the grievance is not settled in Step Two, the employee may appeal the grievance to the Superintendent or his/her designee within ten (10) working days after the termination of Step Two. The District Superintendent or his/her designee shall meet, within five (5) working days after the filing of such appeal, with the grievant, and/or a CAUSE representative. A decision shall be rendered

by the District Superintendent or his/her designee within five (5) working days from the date of such meeting.

3.3.4 Step Four – Mediation. If the grievance is not settled in Step Three or a decision not received within five (5) working days from the Superintendent or designee, CAUSE or the District, (after advising the other party), may initiate mediation. If neither the District nor CAUSE initiates mediation, the grievance shall be continued at the arbitration stage of this process. Either the District or CAUSE may contact the State Mediation and Conciliation Service to schedule a date as soon as calendars can be coordinated. Both the District and CAUSE agree to participate in the mediation process in good faith and to utilize the Interest Based Conflict Resolution Process to seek options that meet the interests of both the District and the grievant.

3.3.5 Step Five – Arbitration: If within a period of ten (10) days after receipt of the decision of the appropriate administrator, the grievant is not satisfied with the decision rendered at Step Three or Four, and wishes to appeal the grievance further, he/she may, with the approval of CAUSE, submit in writing, to the Superintendent, an appeal for Arbitration. It is expressly understood that the only matters, that are subject to Arbitration, are grievances as defined in Section 3.1.1, which were processed and handled in accordance with the limitations and procedures of this Article. Processing and discussing the merits of an alleged grievance by the District shall not constitute a waiver by the District of a defense that the dispute is not grievable.

a. Arbitrator – If CAUSE and the Superintendent or designee fail to agree on the choice of an Arbitrator within five (5) days, the California State Conciliation Service or the American Arbitration Association will be requested to supply a list of seven (7) names. Each party will alternately strike from the list until only one name remains. The order of striking will be determined by flip of a coin.

b. It shall be the function of the Arbitrator to decide whether there has been a violation of the Agreement, and provide remedy if there has been a violation. The Arbitrator shall be subject to the following limitations:

(1) The Arbitrator shall have neither power nor authority to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement or the written policies, rules, regulations or procedures of the District.

(2) The Arbitrator shall have neither power nor authority to establish or change the structure of the salary schedule or Responsibility Levels, or hourly rates of pay.

(3) The Arbitrator shall have neither power nor authority to make any decisions that require the commission of an act prohibited by law or which violates the terms of this Agreement.

- (4) All costs for the services of the Arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses, costs of any hearing room and recording and preparation and typing of any reports shall be borne equally by the District and CAUSE. All other expenses shall be borne by the parties incurring them and neither party shall be responsible for the expenses of the witnesses called by the other.
- (5) Either party may arrange for a reporter to record the hearing. The cost of service and the expense of such report shall be shared equally.
- (6) If the parties cannot agree upon a submission agreement, the Arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- (7) The decision of the Arbitrator will be submitted to the District and CAUSE and it will be binding upon the parties to this Agreement.

c. The Arbitrator shall have no power to render a decision on any grievance occurring before or after the term of this Agreement.

- 3.4 The written grievance shall state the following information at a minimum: the exact nature of the grievance, the act or acts complained of and when they occurred, the identity of the grievant or grievants, the specific section or provisions of this Agreement which the grievant or grievants claim the District has violated, and the remedy sought.
- 3.5 If a grievance is not processed by the employee in accordance with the time limits set forth in this Article, it shall be waived for all purposes and shall be considered settled. If the District fails to respond to the grievance in a timely manner at any step, the grievant may proceed to the next step.
- 3.6 The grievant shall be entitled upon request to representation by CAUSE at all grievance meetings beyond Step One. In situations where CAUSE has not been invited to represent the employee, the District shall not agree to a final resolution of the grievance until CAUSE has received a copy of the grievance and the proposed settlement and has been given the opportunity to file a response to the matter.
- 3.7 Waiver. The grievant or CAUSE and Superintendent/designee may mutually agree in writing to waive any step in this grievance procedure.
- 3.8 All documents dealing with this processing of a grievance shall be filed separately from the personnel files of the participants.

ARTICLE 4. EMPLOYEE RIGHTS

The District and CAUSE recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join or participate in employee organization activities.

ARTICLE 5. PAYROLL DEDUCTIONS

- 5.1 The District will deduct from the pay of CAUSE members and pay to CAUSE the normal and regular monthly CAUSE membership dues as voluntarily authorized in writing by the employee.
- 5.2 Any unit member who is not a member of CAUSE, or who does not make application for membership within thirty (30) days of the effective date of this section or within thirty (30) days of the commencement of assigned duties shall pay a service fee to CAUSE.
- 5.3 The obligation to pay a service fee may be met by a monthly deduction from employees salary, by the employees direct payment to CAUSE using a method established by CAUSE or if the classified employee is a religious objector, by complying with 5.7 and 5.8.
- 5.4 If a classified employee does not make application for membership within the prescribed time, make arrangements with CAUSE for direct payment of the service fee, or submit proof of payment to a charitable organization as provided herein below, CAUSE has a responsibility to inform the classified employee of their contractual obligations under Government Code § 3546. If after proper notice the classified employee does not comply with the provisions of this Article and the law, then CAUSE shall notify Superintendent and supply the District with proof of notice to the unit member. Upon receipt of such notice and proof the District shall withhold the service fee from the unit member's salary and submit such fee to CAUSE.
- 5.5 The service fee shall equal an amount not to exceed the standard initiation fee, periodic dues and general assessments of CAUSE and shall be used only for those purposes permitted by law.
- 5.6 Any employee choosing to challenge the manner in which the chargeable portion of the service fee has been calculated shall do so according to the Service Fee Appeal Procedure Established by CAUSE pursuant to the regulations of the Public Employment Relations Board.
- 5.7 Notwithstanding the above, any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or pay a service fee. However, any employee who qualifies as a religious objector shall pay an amount equal to the service fee to any charitable organization with 501(c)(3) status that supports public education or the following organizations:

United Way
California PTA Scholarship Fund
Special Olympics

- 5.8 A classified employee paying an amount equal to the service fee to one of the organizations listed above shall submit proof of such payments each year of CAUSE. If such proof is not submitted in a timely manner, then upon receipt of notice and proof from CAUSE, the District shall implement the provisions of Article 5.4 above.
- 5.9 It is recognized that CAUSE, as exclusive representative of all employees, is required to represent all such employees fairly without regard to CAUSE membership or non-membership. However, any employee who holds religious objections pursuant to Article 5.7, who requests CAUSE to use the grievance procedure or arbitration procedure on his or her behalf, shall pay CAUSE for such representation. CAUSE may charge the classified member for the reasonable cost of using such procedure.
- 5.10 Remittance of Funds
- 5.10.1 Funds deducted on behalf of CAUSE pursuant to this Article will be remitted to CAUSE within ten (10) working days of the close of the preceding pay period, provided the District shall not be responsible for delays beyond its control.
- 5.10.2 Such deduction shall be made only upon the submission of a duly executed and revocable authorization by the employee **or otherwise as set out in 5.4 above.**
- 5.10.3 The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) days or more after such submission.
- 5.10.4 District must be provided thirty (30) day notice prior to the District implementing any changed payroll deduction.
- 5.11 CAUSE agrees that it will indemnify and hold harmless the District from attorneys' fees, costs, charges, fees, awards and damages arising out of any matter commenced against the District due to compliance by the District with its obligations hereunder. The District will notify CAUSE in writing of any matter within seven (7) days of service thereof upon the District. CAUSE may, at its discretion, determine whether to defend, settle in whole or in part or appeal the matter.

ARTICLE 6. COMPENSATION AND BENEFITS

6.1 **Wages.** The salary schedule shall be contained in Appendix C of this Agreement and updated as necessary based upon ratified agreements.

6.2 The Board of Education has the sole authority for reasons it deems appropriate, to grant additional compensation to individuals and/or groups beyond the regular salary schedule.

6.3 **Stipends**

6.3.1 The District agrees to pay a five percent (5%) bilingual stipend to positions within those classifications that are required to use a second language no less than twenty-five percent (25%) of the time. Those applying for the stipend must provide proof of fluency by passing the current examination provided bilingual classifications. Input from the site principal will be solicited to determine which positions require these stipends. The District currently believes the scope of the modification will be one clerical position at each school site.

6.3.2 Instructional assistants whose job descriptions don't contain the requirement for the performance of specialized health care procedures, and who have volunteered and been trained to perform those services will be paid a stipend of thirty-five dollars (\$35) monthly for the availability to perform those specialized healthcare procedures.

6.4 **Career Increments**

6.4.1 A person who has attained permanent status in the classified service, who is employed not less than three (3) hours a day, five (5) days a week, and who has served in the employ of the Carpinteria Unified School District for the periods of time indicated in the schedule below shall be granted career increments applied to that unit member's base salary. (Base salary is the wage determined by step placement.):

- a. On the 1st of July after the completion of year seven (7), there shall be a longevity increment of 3%.
- b. On the 1st of July after the completion of year eleven (11) there shall be a longevity increment of 5%.
- c. On the 1st of July after the completion of year fifteen (15), there shall be a longevity increment of 7%.
- d. On the 1st of July after the completion of year nineteen (19), there shall be a longevity increment of 9%.
- e. On the 1st of July after the completion of year twenty-three (23), there shall be a longevity increment of 11%.

The percentages set out above are totals for that year and are not to be cumulative.

The salary schedule was increased by five percent (5%) effective July 1, 2018.

July 2013; Revised October 25, 2016 & July 1, 2018 (Addendum at end of contract)

6.4.2 In determining eligibility for such career increments, the following leaves do not constitute a break in service:

- a. Time spent on earned vacation, sick leave, bereavement leave, and industrial accident or illness leave for which salary benefits are provided by the District, and on military leave.
- b. Authorized absences without salary for a period of thirty (30) workdays or less.

6.4.3 In determining eligibility for such career increments, the following do constitute a break in service:

- a. Time served while on substitute or temporary assignments.
- b. Service rendered in the employ of the school district, public agency, or public employer other than the Carpinteria Unified School District.

6.4.4 The service applicable toward career increment eligibility shall commence on the employment date.

6.5 **Medical, Dental, And Optical Benefits.** For the 2013-2014 school year, the District agrees to pick up the increased costs for the current benefit program and to readjust the average capped contribution requirement to \$16,320.00-paid tently at the rate of \$1,632.00.

Classified employees who work four (4) or more hours shall be eligible for benefits with a district contribution prorated at the half hour on the basis for the assigned hours for the position.

6.6 The District agrees to allow employees, regardless of hours worked or seniority, to participate in the IRC 125.

6.7 **Retirement Options**

The Governing Board recognizes the valuable service provided by classified staff, especially, those who have served in the District for a number of years. In recognition of this service, the Board offers the following retirement options to classified retirees.

6.7.1 The retiree must have been an employee in the Carpinteria Unified School District for a minimum of 20 years to qualify.

6.7.2 The retiree must be at least 55 years old at the time of retirement and retire from the Carpinteria Unified School District.

6.7.3 The retiree must be on PERS (classified) retirement in order to obtain the benefits listed herein.

6.7.4 The retiree shall meet with the Superintendent or designee to discuss the options listed below and shall sign a retiree agreement prior to receiving any benefits.

- 6.7.5 Only retirees who retire when this policy is in effect shall qualify for these benefits.
- 6.7.6 Medical Benefit: The District shall pay the indicated amount toward a retiree's participation in the District medical plan for seven (7) years or to age sixty-five (65), whichever occurs first. If the indicated amount exceeds the premium, the District will pay the premium amount.

Years of Full-Time Service or the Equivalent for Part-time Service

Yearly Amount Paid Toward Medical

20	\$3,500.00
25	\$4,000.00
30	Full

- 6.7.7 A retiree or future retiree may upon retirement advise the District whether he or she wants to continue in the District's medical plan or receive a direct payment of the indicated amount. A retiree shall accept the responsibility for any tax consequences resulting from his or her election to use funds, in the event they do not use the District plan.

ARTICLE 7. HOURS

- 7.1 The regular workweek of a full-time employee shall be forty (40) hours served over a seven (7) day period and the regular workday shall be eight (8) hours. Normally employees in the unit work Monday through Friday. The District retains the right to schedule employees work hours. The District may modify the permanent scheduling of work hours of employees without the requirement to negotiate should the modification be one hour or less. This restriction on the right of the District to reschedule hours is not intended to include revised schedules for bus drivers, revised schedules for special education aide hours driven by IEP requirements, or the temporary rescheduling of hours for specific District educational purposes. It is intended to require bargaining to institute or terminate a four (4) day workweek.
- 7.2 The District will provide compensation or compensatory time off at a rate equal to one and one-half (1-1/2) times the regular rate of pay for employees designated by the District and authorized to perform such overtime. Overtime is any time required to be worked in excess of eight (8) hours in any one workday or any time in excess of forty (40) hours in any calendar week. This provision does not apply to employees whose regular workday is less than eight (8) hours or whose workweek is less than forty (40) hours. For the purpose of computing the number of hours worked, time during which the employee is excused from work because of holidays, sick leave, vacation, compensated time off, or other paid leave of absence, shall be considered as time worked by the employee. The designation, authorization and allocation of any overtime shall rest solely with the District management and shall not be subject to Article 3, "Grievance Procedure." District will use every reasonable effort to distribute overtime on an equitable basis taking into consideration the needs of the District. If an employee believes that overtime is not distributed equitably, he/she may report this to the Assistant Superintendent-Business Services, for investigation. If the employee disagrees with the results of the investigation, he/she may appeal within ten (10) days of notice of said results to the Superintendent for review. Compensatory time off shall be granted at the discretion of the District and taken not later than twelve (12) calendar months following the week in which the overtime was worked and at such times as determined by the District that will not impair the services rendered by the District. Unused compensatory time will be paid if not taken within a year.
- 7.3 Notwithstanding Section 7.1 and 7.2 of this Article, the workweek for any employee having an average workday of four (4) hours or more during the workweek shall consist of no more than five (5) consecutive working days. Such an employee shall be compensated for any work required to be performed on the sixth (6th) and seventh (7th) day following the commencement of the work week at a rate equal to one and one-half (1-1/2) times the regular rate of pay of the employee designated by the District and authorized to perform the work.
- 7.4 All employees who have been on duty for five (5) hours shall be entitled to a duty-free lunch period of no less than thirty (30) minutes per day.

(Article 7.4 language changed from six (6) hours to five (5) hours...)

- 7.5 All employees shall be entitled to the paid holidays as attached in Appendix A, provided the employees are in paid status during the working day immediately preceding or the working day succeeding the holiday.

Regular employees who are not normally assigned to duty during winter break shall be paid for those five (5) holidays provided that they were in paid status during the workday of their normal assignment immediately preceding or succeeding the winter break.

When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. When an employee is required to work on any said holiday, he shall be paid compensation, or given compensatory time off, for such work, in addition to regular pay received for the holiday, at the rate of time and one-half his regular rate of pay.

- 7.6 All full-time employees will be granted a rest period of fifteen (15) minutes for every four (4) hours of work, as scheduled by the District.
- 7.7 Employees shall accrue annual vacation at the regular rate of pay earned at the time the vacation is commenced according to the rules and regulations as set forth in Article 22.

Such vacation shall not become a vested right until completion of six (6) months' employment.

The scheduling of such vacation shall be within the sole discretion of the District management.

- 7.8 A regular full-time employee whose assignment requires him/her to work more than four (4) hours per day after 5:00 P.M. on a regular basis shall be entitled to a night shift differential in pay. Such differential shall be in the amount of 4-1/2% of his/her total regular salary for the period during which he/she qualifies.

For purposes of administration of this section, a twelve month employee whose assignment requires him/her to work a night shift during the period school is in session for the regular school year, but who works a day shift during the Spring, Christmas and Summer recesses shall be paid the differential for the months of October through June and shall be compensated at the regular rate for the months of July, August and September. Overtime, which is worked on the same date that a night shift is worked, shall include the differential; however day overtime work on any other day shall be at the regular overtime rate.

Occasional night assignments of personnel not regularly assigned to a night shift shall be compensated at the regular rate.

- 7.9 **Standby Time:** Bus drivers on special trips, including but not limited to athletic events, field trips, and curricular trips who are required to remain on duty for the duration of the event for which the special trip is made, shall be paid for all duty hours at their regular rate of pay. Whenever any combination of driving and duty hours in a day exceeds the established workday as defined in Section 7.1, all excess hours shall be compensated at the appropriate overtime rate based on the employee's regular pay rate.

- 7.10 Notwithstanding any other provisions of this Agreement, if a special trip requires an overnight stay, the District shall be relieved of the obligation of payment for any hours between the time a bus driver is relieved of duty for the evening and the time duties resume the following morning.
- 7.11 If an employee is called back to work after the end of his/her regular shift, or called back on a Saturday or Sunday, he/she will receive a minimum of two (2) hours pay.
- 7.12 Bus drivers will be given first right of refusal to additional summertime custodial positions. Statutory benefits, vacation, and sick leave will be provided for this work.
- 7.13 When vacancies occur within the unit that offers additional hours the District will use the following process for filling those vacancies. For vacancies within a classification with more hours, criteria a, b, and e apply.
- 7.13.1 The position shall be circulated internally for ten (10) working days prior to any outside advertising of the position. Internal circulation may include calling those who have within the last twelve (12) months filed with the District a written statement indicating an interest in filling positions with a greater number of hours.
- 7.13.2 When more than one District employee indicates an interest in the position, the following criteria shall be utilized in filling the position, not necessarily in this order.
- a. Current evaluations
 - b. Appropriate fit within the environment of the position
 - c. Principal/Supervisor of new position recommendation
 - d. Informal interview
 - e. Seniority (a tiebreaker if all things are otherwise equal)
- 7.13.3 Employees not selected may be entitled to a written reason upon request and may confidentially appeal that decision directly to the supervisor of the administrator making the decision.

ARTICLE 8. PROFESSIONAL GROWTH

- 8.1 The District agrees to a professional growth program of four (4) increments of \$300 per increment for a possible total of \$1,200.00. Each increment requires fifteen (15) units and each unit requires at least fifteen (15) hours of approved training.
- 8.2 There will be a professional growth committee composed of two (2) administrators appointed by District, two (2) classified employees appointed by CAUSE and a business administrator who shall be ex officio. It is intended that decisions will be made on the basis of consensus. However, should consensus not be reached, approval for professional growth programs will require a majority vote.
- 8.3 The approval of training programs or classes offered shall be based upon the degree to which the course or training will assist the employee to better perform existing job description requirements and/or facilitate growth within a job classification family.
- 8.4 **Professional Growth Credits.** Employees who meet the service requirements and who have accrued fifteen (15) approved points for the first and second increment and fifteen (15) approved points for the third and fourth increments will be eligible for a professional growth increment. Points will be granted as specified below:
- 8.4.1 One (1) point per semester unit for committee-approved accredited college, community college or trade school, or adult education classes.
- 8.4.2 When semester unit credit is not specified, fifteen (15) hours of class time equals one (1) point; seven (7) hours equals one-half (1/2) point; four (4) hours equals one-third (1/3) point.
- 8.4.3 Courses taken from accredited correspondence schools will be accepted and prorated according to semester hours of credit allowed for the course.
- 8.4.4 No employee shall receive credit for classes attended during the working day if he/she is being paid for his/her regular services.
- 8.4.5 Credit shall not be granted if the school district pays expenses.
- 8.5 **Organized Job-Related Workshops**
- 8.5.1 Prorated point credit will be granted for committee approved job-related workshop attendance, based on one (1) point for each fifteen (15) hours of attendance.
- 8.5.2 No employee shall receive credit for workshops attended during the working day if he/she is being paid for his/her regular services.
- 8.5.3 Credit shall not be granted if the school district pays expenses.
- 8.6 **Job-Related Conferences**

- 8.6.1 Prorated point credit will be granted for approved job-related conferences, based on one (1) point for each fifteen (15) hours of attendance.
- 8.6.2 Credit shall not be granted if the school district pays expenses.
- 8.7 **Qualifications for Professional Growth Increment.** In order to qualify for a professional growth increment, the following steps must be followed:
- 8.7.1 An intent to participate in the Professional Growth Program must be filed with the Business Manager on the designated form prior to the first day of the activity. Credit will not be granted for participation in growth activities completed prior to the date the intent letter is received by the District.
- 8.7.2 Requests for approval of specific course work should be submitted to the committee prior to the beginning of the course in order to insure credit.
- 8.7.3 Verification of completion of professional growth activities must be presented to the committee for evaluation. Official transcripts must be submitted for college course credit. For adult education classes, the instructor's signature verifying attendance and satisfactory completion of the course will be accepted in lieu of a transcript. Satisfactory evidence of workshop or conference attendance will be required.
- 8.7.4 The first and second professional growth increments will be granted after the employee has accrued fifteen (15) verified points per increment and has completed a least one (1) year of service per increment after the filing date of the intent form. The third and fourth professional growth increments will be granted after the employee has accrued fifteen (15) verified points per increment and has completed at least one (1) year of service after the filing date of the intent form. There is no maximum time limit on completion.
- 8.7.5 Except for the initial professional growth period, new professional growth periods may not commence until successful completion of the prior period. The total number of increment awards shall not exceed four (4).
- 8.7.6 The professional growth increment will be effective on the first day of the month following the thirtieth (30th) calendar day after approved completion of the requirements.
- 8.7.7 Any points earned beyond the points necessary to earn an increment in any growth period may be carried over into the next period.
- 8.8 **Award.** The professional growth award will be made when the employee has met the requirements. Each award will be superimposed on preceding awards. Each full-time employee qualified will receive three hundred (\$300.00) per year per increment, paid in ten (10) monthly installments of thirty dollars (\$30.00) each.

ARTICLE 9. TRANSFER AND FILLING OF VACANCIES

9.1 **Definition.** A transfer is defined as a change of job site within the same position classification.

9.2 **Criteria for Transfer.** The following criteria shall be used in consideration of transfer:

9.2.1 The needs and efficient operation of the District.

9.2.2 The qualifications including the experience and recent training of the staff member, compared to those of other candidates, for both the position to be filled and the position to be vacated.

9.2.3 The length (seniority) of the service rendered to the District by the employee.

9.2.4 Quality of service. Quality of service will be indicated by the most recent evaluation.

9.2.5 The preference of the employee.

9.3 **Employee Initiated Transfer Requests.** Any permanent employee shall have the privilege of requesting a transfer to any job location within the same position classification, subject to the following conditions:

9.3.1 Submission of a request for transfer shall be in writing. Properly filed transfer requests shall be valid for one (1) year and shall be granted according to the transfer criteria in 9.2.

9.3.2 The filing of a request for transfer is without prejudice to the employee and shall not jeopardize the present assignment. A request for transfer may be withdrawn by the employee in writing at any time prior to official notification of transfer approval.

9.3.3 Voluntary transfer requests shall not be processed in situations that might impede the recall of laid-off employees.

9.4 **Employer Initiated Transfers**

9.4.1 After consultation with CAUSE, a transfer may be made by the District at any time for any of the following reasons:

9.4.1.1 A change of enrollment or workload necessitating transfer of classified staff.

9.4.1.2 Needs and efficiency of the District.

9.4.2 Except in cases where a particular employee must be transferred involuntarily, when all transfer criteria are judged equal by the District, and when there is no suitable volunteer, the least senior employee within a given classification at a particular job site shall be involuntarily transferred.

9.4.3 An employee may request of the Superintendent or his/her designee a conference or a written statement regarding reasons for the involuntary transfer.

9.5 **Filling of Vacancies**

9.5.1 The District is responsible for carrying on such recruitment and promotion practices as it deems necessary to seek out and secure the most qualified individuals to apply for vacancies at all levels within the bargaining unit. The District management shall post a notice and job description of vacancies in positions covered by CAUSE on the District website, District email accounts, and classified employees' bulletin board designated by the District at all school locations and in the maintenance and transportation departments at least ten (10) calendar days before the filing date. A copy will also be sent to CAUSE President and Vice President of Classified.

9.5.2 For purposes of this provision a vacancy is any unit position the District determines needs to be filled which is new or remains unfilled after any transfers are made. A position reclassification would not necessarily create a vacancy. All other

qualifications being equal as set out in 9.2 criteria, a current employee who requests a horizontal transfer (i.e. custodian to custodian, Clerk II to Clerk II, etc.) will be given preference over a non-employee.

9.5.3 Consideration for promotional opportunities will be given to all applicants that meet the established qualifications for the vacancy; however, the final selection is subject to the discretion of the District.

9.5.4 If an employee requests the reasons for failure to be transferred or promoted in writing, the District will provide the reasons.

ARTICLE 10. EVALUATION OF EMPLOYEE PERFORMANCE

- 10.1 The District shall provide for at least an annual evaluation of all permanent employees in the District in achieving the standard of work performance required. Employees who receive not effective ratings on their Classified Employee Performance Appraisal (CEPA) must be provided prior written notice of the performance problem. The notice must specify the improvement (areas), linked to the CEPA. If subsequently, the CEPA shows a “not effective” rating for the improvement area(s) specified in the prior written notice, the CEPA will include the following: (1) specific improvement needed; (2) the specific assistance/training that has been and/or will be provided to help the employee become effective,” and; (3) a reasonable time frame for the employee to become “effective.” The time frame will also specify a series of “feedback” meetings; so that the employee can understand his/her progress toward the specified improvement deadline. Written notice previously provided will be attached to the CEPA. If the identified problem is corrected, the Supervisor shall note the improvement and attach it to the CEPA. The CEPA shall be forwarded to Human Resources by the supervisor.
- 10.2 Each employee shall be given a copy of the evaluation form prepared by his/her supervisor. Copies of these reports shall be available only to the supervisor, the Assistant Superintendent-Business Services, the Personnel Department, the Superintendent, and the Board of Education and other members of the District management team.
- 10.3 On or before a probationary employee completes his or her probationary period (130 working days), the employee shall receive at least one written evaluation.
- 10.4 Permanent employees shall be evaluated at least once a year by the end of the school year for 10-month employees and by the end of the last work day in June for 11-month and 12-month employees, and at other times as the supervisor, the Assistant Superintendent Business Services or the Superintendent may require evaluation of an individual, a class or all employees.
- 10.5 A permanent employee in the classified service who vacates a position to accept a probationary promotion to a class in a higher level and who is rejected during the probationary period shall be eligible for reinstatement to a vacant position in the class or position unless the reasons for which he/she was terminated from the promotional position were such as to constitute cause for dismissal.
- 10.6 The District may fill behind a promoted employee with a substitute. The District may at its option shorten the promotional probationary period from the standard 60 calendar days. Should the District determine the employee has been unsuccessful the employee may elect to return to the prior classification.

ARTICLE 11. PERSONNEL FILES

- 11.1 Personnel records shall be kept on all current employees and shall include the following: employment status, evaluations, changes of status, and other related materials
- 11.2 A separate folder containing each employee's salary information shall be retained in the Payroll department.
- 11.3 An employee of the District shall have the right to review the contents of the employee's personnel file or authorize in writing the file to be reviewed by a CAUSE representative. Anyone may, at employee's request, accompany him/her in the review. Upon request by the employee a copy of the file will be made available. More than 30 pages will be billed at \$.30 a page.
- 11.4 A classified employee shall be provided a copy of all derogatory materials before they are placed in his/her personnel file. He/she shall also be given an opportunity to initial and date the materials and to prepare a written response to such materials within ten (10) working days of receipt of the materials. The person or persons who draft and/or place materials in a classified employee's personnel file shall sign the materials and signify the date of which such materials were drafted and placed in the file. The written response shall be attached to the material.
- 11.5 Access to personnel files shall be limited to supervisory employees or agents of the District on a need-to-know basis. Need-to-know means the file may be used by those whose responsibility is to supervise or recommend discipline of an employee. All personnel files will be considered confidential and will not be available to persons other than the employee and those authorized by the Superintendent, Assistant Superintendent or Human Resources Coordinator.
- 11.6 All written materials files (except for those prohibited by law) shall be available for inspection by the employee involved in the presence of a District representative, by appointment.

ARTICLE 12. LEAVE PROVISIONS

The benefits which are expressly provided by this Article, Article 12, are the sole benefits which are part of this collective agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated, either directly or implied, into this Agreement, nor are such other benefits subject to the Grievance Procedure, Article 3.

12.1 Sick Leave

- 12.1.1 In any fiscal year, an employee shall earn paid sick leave time at the rate of one day for each full month of paid service on an unlimited accumulated basis. One-half of the employee's sick leave accumulated in any given year can be used for the illness of his/her spouse or child.
- 12.1.2 A part-time employee shall earn sick leave and be paid sick leave benefits in direct proportion to which such assignment relates to full time.
- 12.1.3 When an employee is absent from duties because of verified illness or injury, whether or not the absence arises out of or in the course of the employment, said employee is paid full salary for such portion of the earned current and accumulated sick leave benefits.
- 12.1.4 Interpretation of the above paragraphs of this Agreement shall be in accordance with Education Code Section 45191.
- 12.1.5 Unused sick leave provided above shall be accumulated from year to year with no cumulative limit.
- 12.1.6 Legal holidays, Saturdays and Sundays shall not be counted as any part of said sick leave unless the employee is obligated to work on such days.
- 12.1.7 A regular classified employee shall once a year be credited with a total of not less than 100 working days of paid sick leave, including days to which he is entitled under Section 45191. Such days of paid sick leave in addition to those required by Section 45191 shall be compensated at not less than 50 percent of the employee's regular salary. The paid sick leave authorized under such a rule shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the employee may be entitled.
- 12.1.8 After any absence, the District may require evidence satisfactory to the District in the form of a physician's certificate, or otherwise, of the adequacy of the reason for any employee's absence during the time for which sick leave is requested. Under no circumstances may sick leave be used in lieu of, in addition to, or as vacation. Before the District requires a physician's certificate to justify leave utilization, it will first warn the employee with a copy of the warning provided to the personnel file. This notice is required only one time except that, if a two (2) year time period expires during which the employee has no challenged absences, the District must again provide the above warning.

- a. The District shall cause to have kept complete records of attendance and including a physician's certificate when required. All such records shall be available to the District for the purpose of ascertaining and preparing payrolls.

12.2 Industrial Accident and Industrial Illness Leave

- 12.2.1 Allowable leave shall be for not less than sixty-working (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same accident. The accident must have been reported within 24 hours of its occurrence, on the form provided by the District. It must be verified by the insurer as a bona fide injury arising out of and in the course of service in the District.
- 12.2.2 Allowable leave shall not be accumulated from year to year.
- 12.2.3 Industrial accident or illness leave shall commence on the first day of absence.
- 12.2.4 When an employee is absent from duty on account of an industrial accident or illness, he/she shall be paid such portion of the salary due in any month the absence occurs, which when added to a temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code will result in a payment of not more than full salary.
- 12.2.5 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
- 12.2.6 When an industrial accident or illness leave overlaps into the next fiscal year, the member shall be entitled to only the amount of unused leave due for the same illness or injury.
- 12.2.7 Upon termination of the industrial accident or illness leave, the employee shall be entitled to benefits provided in Education Code sections 45191 and 45196 and, for the purposes of the Sections, the absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that, if the employee continues to receive temporary disability indemnity, election may be made to take as much of the accumulated sick leave which, then added to temporary disability indemnity, will result in a payment of not more than the full salary.
- 12.2.8 The District may, by policy, provide for such additional leave-of-absence for industrial accident or illness as it deems appropriate.
- 12.2.9 During any paid leave-of-absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of the industrial accident or illness. The District in turn, shall issue the employee appropriate salary warrants for payment of salary and shall deduct normal retirement and other authorized contributions.

12.2.10 An employee's industrial accident leave shall be suspended automatically for any period during which he/she is not within the State unless he/she has obtained prior approval of the Board of Education for absence from the State.

12.3 **Bereavement Leave**

12.3.1 An employee is allowed a leave of absence, not to exceed five (5) workdays, on full pay, when such absence is occasioned by reason of death in the immediate family. Immediate family is defined as spouse, domestic partner, mother, father, son, son-in-law, daughter, daughter-in-law, brother, sister, grandmother, grandfather, grandchild or any relative living in the immediate household of the employee. This list is extended to the same relatives for the spouse/domestic partner of the employee.

12.3.2 Bereavement leave is not applicable while an employee is on sick leave, scheduled vacation, unpaid leave-of-absence, or during unscheduled workdays for employees.

12.4 **Personal Necessity**

12.4.1 Up to seven (7) days of leave for personal necessity leave (to be charged against sick leave) may be used for circumstances which are serious in nature, cannot reasonably be expected to be disregarded, and require the attention of the employee during the assigned hours of service. If more time is necessary, the employee may request an extension from the District.

12.4.2 Acceptable reasons for the use of personal necessity leave include, but are not limited to:

- a. A serious illness of a member of his or her immediate family.
- b. Required court appearance of the employee
- c. Fire, flood, or other immediate danger to the property of the employee
- d. Personal business of a serious nature which the employee cannot disregard, such as, but not limited to the death of a friend or relative who is not immediate family.

12.4.3 An employee shall not be required to secure advance permission for leave taken for any of the following reasons:

- a. Death or illness of a member of his or her immediate family
- b. Accident, involving his or her person or property, or the person or property of a member of his or her immediate family.

- 12.4.4 Except in urgent circumstances, an employee is expected to obtain advance permission for all other uses of personal necessity leave. Upon return from leave, an employee will complete required forms verifying the absence.
- 12.4.5 Employees may not take personal necessity leave for concerted activities, on the day before or after holidays, for paid employment, or for vacation.
- 12.4.6 Employees are entitled to use up to six (6) weeks of earned sick leave for formal adoption or foster care placement.

12.5 **Personal Business Leave**

- 12.5.1 An employee may use up to two (2) days per year of accumulated sick leave for personal business. These days may be used for any purpose at the employee's discretion but may not include concerted activities.
- 12.5.2 Three (3) days advance notice shall be required, but no request may be made prior to ninety (90) days before the requested day of leave. Such leave may not be used during the first or last week that school is in session.
- 12.5.3 The maximum number of employees at each work site who shall be granted Personal Business Leave on any one day is based on the inconvenience the absence would cause for the operation of the District; i.e. on sites or in classifications where adequate substitutes can be obtained or work can be covered on a short-term basis. In circumstances where multiple requests are received, seniority will be the factor used to discriminate among requests.
- 12.5.4 The site administration is required to notify the employee within twenty-four (24) hours of the request as to whether the request is approved.

12.6 **Military Leave**

- 12.6.1 Within twenty-four (24) hours of receipt of military orders which will require a leave, the employee is to furnish a copy to his or her immediate supervisor along with a letter which states that: The leave is required and there are no alternatives; a reasonable attempt (include documentation) has been made to seek rescheduling to a time when school service will not be interrupted.
- 12.6.2 Military leave of absence shall be granted and compensated in accordance with the Military and Veterans Code, Sections 389 and 395.

12.7 **Maternity Leave**

- 12.7.1 Employees are entitled to use earned sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for childcare, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above.

12.7.2 In the event an employee, who is or was pregnant, wishes to remain absent from duties beyond the period of verified physical disability, an unpaid leave may be granted at the discretion of the District for a maximum of the balance of the school year in which the disability absence for confinement ends.

12.7.3 The major purpose of these regulations is to enable the District to make sound educational plans concerning personnel and the program of education. The assignment upon return shall be determined solely by the District.

12.8 **Jury Duty Leave**

12.8.1 The District agrees to grant to employees regularly called for jury duty, in the manner provided by law, a leave of absence without loss of pay for time the employee is required to perform the duty during the employee's regularly assigned working hours. Employees, so called for jury duty, shall submit a written notice along with a copy of the summons to the District upon receiving said summons from officers of the Court. The District shall pay the employee his/her salary and the employee is to remit to the District (within thirty (30) days after receipt of check) the amount received for jury duty, less the amount awarded by the Court for mileage. Employees shall be at work during any day or portion thereof in which jury duty services are not required. Night custodians who serve a complete day of jury service are excused from work that night. The District may require verification of jury duty date(s) and time(s) prior to or subsequent to providing jury duty compensation.

12.8.2 The District reserves the right to request to have any employee excused from jury service in the event it determines that said jury service would entail hardship on the public served by the employee.

12.9 **Sick Leave Donation Program**

12.9.1 In the event of a catastrophic illness or injury to an employee or member of the employee's family, a sick leave bank may be established.

12.9.2 Catastrophic illness or injury is defined to mean an illness or injury that is expected to incapacitate an employee or members of his/her family for an extended period of time.

12.9.3 Family member is defined as the employee's spouse, parents, parent-in-laws, siblings, children, and stepchildren.

12.9.4 A bank will allow employees to donate up to thirty two (32) hours a year of accumulated sick leave to another employee. An employee who chooses to donate:

- a. Must provide written notice to the District Office of the intent to transfer the accumulated sick leave days (on District form);

- b. Must donate in one-hour increments up to a maximum of sixteen (16) sick leave hours;
 - c. Must acknowledge in writing (on District form) that the employee understands that he/she cannot revoke the donation of the accumulated sick leave days because all transfers to accumulated sick leave days are irrevocable and binding. The donating employee must sign and date this acknowledgement;
 - d. Must maintain a limit of ten (10) days of sick leave.
 - e. May be either certificated or classified.
- 12.9.5 The sick leave donation bank can only go into effect after the receiving employee has exhausted all accrued sick leave.
- 12.9.6 The employee who is requesting a donation of leave for catastrophic illness:
- a. Must request in writing to the Superintendent that accumulated sick leave days be donated and the method of notification;
 - b. Must provide verification of the catastrophic illness or injury.
- 12.9.7 A District committee composed of two (2) CAUSE members selected by the CAUSE President and two (2) members selected by the Superintendent will determine, by unanimous vote, whether the employee is eligible to receive the donated days.
- 12.9.8 The employee receiving the donated accumulated sick leave days can only receive donated accumulated sick leave days for a maximum of fifty (50) days in any one-contract year. In the event that an employee uses all of the donated leave, the employee may request the District Committee to approve up to an additional fifty (50) days.
- 12.9.9 Only donated days that are used by the receiving employee shall be transferred from the donating employee's accumulated sick leave.

12.10 Family Care Leave.

- 12.10.1 The District shall comply with the Federal Family and Medical Leave Act of 1993. Under the federal law, employees are entitled to three (3) months of unpaid family care leave during any 12-month period. In general, "family care leave" means leave because of (1) the birth of a child of an employee, (2) the placement of a child with an employee in connection with the adoption or foster care of a child with an employee, (3) the serious illness of a child or an employee; or (4) leave to care for a parent or a spouse who has a serious health condition. The references to the Family and Medical Leave Act are incomplete and only intended to explain the possible options for leave pursuant to the law. They are included only as a "road map" and not otherwise intended to lessen or award rights beyond those included in the law.

12.10.2 In accordance with the federal law, the District shall pay to its employees regular health and benefits contributions for up to three (3) months during the twelve (12) month period. The District may recover the District's contributions if the employee fails to return from leave, except if the reason is the continuation, recurrence, or onset of a serious health condition, or something else beyond the employee's control.

12.11 Leave of Absence Without Pay

12.11.1 The Superintendent may authorize a leave or absence without pay for any permanent or probationary employee for a period not to exceed 30 calendar days. Leaves of absence without pay in excess of thirty (30) days must be approved by the Board of Education.

12.11.2 A leave of absence may be granted only to an employee who intends to return to the classified service.

12.11.3 Leave of absence without pay may be granted to an employee for any of the following reasons:

- a. To attend school or college or to be trained to improve the quality of his/her service;
- b. If temporarily incapacitated by illness or is pregnant;
- c. If he/she is loaned to another governmental agency for the performance of a specific assignment;
- d. Or other authorized reasons.

12.11.4 Authorized leave of absence without pay shall not be construed as a break in service or employment and rights accrued at the time the leave is granted shall be retained by the employee; however, vacation credits, sick leave credits, increases in salary, and other similar benefits shall not accrue to a person granted such a leave during the period of absence. An employee returning from a leave of absence without pay shall receive the same step in the salary range received when the leave of absence began. Time spent on such leave without pay shall not count toward service for increases within the salary range.

12.12 Additional Leaves for Non-Industrial Accident or Illness. A permanent employee of the classified service who has exhausted all entitlement to sick leave, vacation leave, compensatory overtime, or other available paid leave and who is absent because of non-industrial accident or illness may, with the recommendation of the Superintendent and approval of the Board of Education, be granted six (6) months leave, paid or unpaid, as determined by the Board. The Board may extend such leave for up to two (2) additional six (6) month periods, but not to exceed a total of eighteen (18) months.

12.12.1 The Superintendent may authorize a leave of absence without pay for any permanent or probationary employee for a period not to exceed 30 calendar days. Leaves of absence without pay in excess of thirty (30) days must be approved by the Board of Education. If the leave is denied, the reason for denial will be provided the employee in writing.

12.13 Absence Without Leave. All unauthorized or unreported absences shall be considered as absence without leave, and a deduction of pay shall be made for each period of such absence. Such absence may be made the grounds for disciplinary action and will serve to interrupt continuous service. Absence without leave, for five (5) consecutive working days is grounds for dismissal from the classified service.

12.14.1 Reporting of Absences

- a. Any employee of the classified service who is absent from duty for any reason shall report the reason therefore to his/her supervisor immediately on the day of absence or before, if possible, and in any case, at the earliest practicable time.
- b. The supervisor's absence report shall be forwarded to the Business Office.
- c. An employee who finds it necessary to leave work because of illness or for any other reason at a time when no supervisor is available, shall report the time he/she left and reason therefore to the Business Office prior to the start of the employee's next following workday. Failure to do so may be made the grounds for disciplinary action.

ARTICLE 13. CAUSE RIGHTS

13.1 All CAUSE business, discussions, and activities will be conducted by employees or CAUSE officials outside established work hours and will be conducted in places other than District property, except when: (a) an authorized CAUSE representative obtains advance permission from the Superintendent or designee regarding the specific time, place and type of activity to be conducted; (b) the Superintendent or designee can verify that such requested activities and use of facilities will not interfere with the school programs and/or duties of employees, and will not directly or indirectly interfere with the right of employees to refrain from listening or speaking with an CAUSE representative; and (c) CAUSE pays in advance a reasonable fee for expenses related to utilities, security, clean-up and any unusual wear or damage.

13.2 No school equipment, supplies or time are to be used in constructing, distributing or posting of organizational information except as approved by the Superintendent.

CAUSE may use the school mailboxes and bulletin board spaces designated by the Superintendent subject to the following conditions: (a) all postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and identification of the organization together with a designated authorization by CAUSE President; (b) a copy of such postings or distributions must be delivered to the Superintendent or designee twelve (12) hours prior to posting or distribution; (c) CAUSE will not post or distribute information which is determined by the District to defame, libel or slander the District or its personnel, subject to the immediate removal by the District of the right to post or to distribute for a period of at least one full semester.

13.3 CAUSE shall be granted reasonable released time for the purposes of meeting and negotiating with the District and for the processing of grievances. This time shall be restricted to the face-to-face meetings between the District and CAUSE. In addition, CAUSE shall be granted fifty (50) hours of release time for the purpose of CAUSE business. CAUSE may utilize Education Code Section 45210 for the purposes of organizational activities provided CAUSE makes the request for the leave, authorizes the use of the leave for that organizational activity, provides "reasonable notification," and restricts this leave to a "reasonable number" of employees on this type of leave at one time.

13.4 Any time the District appoints an advisory committee that includes a representative of CAUSE, CAUSE may select the representative.

13.5 District agrees to print the agreements and provide adequate copies to CAUSE for distribution. CAUSE accepts the responsibility that a copy of each agreement will be provided every employee provided that the District gives CAUSE updated employee rosters by site.

ARTICLE 14. SAFETY

- 14.1 The District and its employees recognize the importance of working cooperatively to insure a safe working environment and to use every reasonable effort to comply with all laws affecting health and safety.
- 14.2 The District will continue its practice of having a safety committee.
 - 14.2.1 CAUSE shall have the right to appoint a representative to the Safety Committee.
- 14.3 Employees shall report all unsafe working conditions to their supervisors. Employees shall not suffer reprisals for exercising their rights under this Article.
- 14.4 The District shall maintain a safe environment and make timely responses to matters of safety brought to the attention of the District.

ARTICLE 15. ALCOHOL AND DRUG ABUSE POLICY

- 15.1 **Purpose.** It is the intention of this policy to eliminate substance abuse and its effects in the workplace. While the Carpinteria Unified School District has no intention of intruding into the private lives of its employees, involvement with drugs and alcohol off the job can take its toll on job performance and employee safety. Our concern is that employees are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective.

Alcohol or drug abuse will not be tolerated, and disciplinary action, up to and including termination, will be used as necessary to achieve this goal where an employee's job performance is affected by drugs or alcohol abuse.

Employees who have a drug or alcohol problem are encouraged to seek assistance through their health provider or other community service prior to the problem affecting their job performance.

This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of managers and employees. To that end the District will act to eliminate any substance abuse (alcohol, illegal drugs, prescription drugs or any other substance which could impair an employee's ability to safely and effectively perform the functions of the particular job) that increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the District's reputation. All persons covered by this policy should be aware that violations of the policy may result in discipline, up to and including termination, or in not being hired.

In recognition of the public service responsibilities entrusted to the employees of the District and that drug and alcohol usage can hinder a person's ability to perform duties safely and effectively, the following policy against drug and alcohol abuse is hereby incorporated in the contract between CAUSE and the District.

- 15.2 **Policy.** It is District's policy that employees shall not be under the influence of or in possession of alcohol or drugs; nor possess alcohol or drugs while on District property, at work locations, or while on duty or subject to being called to duty; shall not utilize such substances while they are subject to District duty, sell or provide drugs or alcohol to any other employee or to any person while such employee is on duty or subject to being called, nor have their ability to work impaired as a result of the use of alcohol or drugs.

While use of medically prescribed medications and drugs is not per se a violation of this policy, failure by the employee to notify his/her supervisor, before beginning work, when taking medications or drugs which could foreseeably interfere with the safe and effective performance of duties or operation of District equipment can result in discipline, up to and including termination. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified physician may be required.

The District reserves the right to search, without employee consent, all areas and property in which the District maintains control or joint control with the employee. Otherwise the District may notify the appropriate law enforcement agency that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the District.

Refusal to submit immediately to an alcohol and/or drug analysis when such analysis is authorized by the Superintendent or his/her designee or law enforcement personnel may constitute insubordination and may be grounds for discipline up to and including termination.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall be detained for a reasonable time until he or she can be safely transported from the work site.

The District is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classified them as handicapped under federal and/or state law.

15.3 **Application.** This policy applies to all employees of and to all applicants for positions with the District. This policy applies to alcohol and to all substances, drugs, or medications, legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of the job.

15.4 **Employee Responsibilities**

15.4.1 Not report to work or be subject to duty while his/her ability to perform job duties is impaired due to on or off duty alcohol or drug use;

15.4.2 Not possess or use alcohol or impairing drugs (illegal drugs and prescription drugs without a prescription) during working hours or while subject to duty, on breaks, during meal periods or at any time while on Agency property;

15.4.3 Not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either employee or both employees are on duty or subject to being called;

15.4.4 Submit immediately to an alcohol and drug test when requested by a responsible District representative;

15.4.5 Notify his/her supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties and operation of Agency equipment; and

15.4.6 Provide within twenty-four (24) hours of request a bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name.

15.5 Management Responsibilities and Guidelines

15.5.1 Managers and supervisors are responsible for reasonable enforcement of this policy.

15.5.2 The Superintendent or his/her designee may authorize a manager or supervisor to request that an employee submit to a drug and/or alcohol test when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol while on the job or subject to being called.

"Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.

For example, any of the following, alone or in combination, may constitute reasonable suspicion:

- a. Slurred speech;
- b. Alcohol odor on breath;
- c. Unsteady walking and movement;
- d. An accident involving Agency property;
- e. Physical altercation;
- f. Verbal altercation;
- g. Unusual behavior;
- h. Possession of alcohol or drugs;
- i. Information obtained from a reliable person Based on personal observation of one or more of the above criteria

15.5.3 Any manager or supervisor requesting, after authorization from the Superintendent or his/her designee, an employee to submit to a drug and/or alcohol test should document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs.

15.5.4 Any manager or supervisor encountering an employee who refuses an order to submit to a drug and/or alcohol analysis upon request, after authorization from the Superintendent or his/her designee, shall remind the employee of the requirements and disciplinary consequences of this policy. Where there is reasonable suspicion that the employee is then under the influence of alcohol or drugs, the manager or supervisor should detain the employee for a reasonable time until the employee can be safely transported home.

15.5.5 Managers and supervisor shall not physically search the person of employees, nor shall they search the personal possessions of employees without the freely given consent of, and in the presence of, the employee.

15.5.6 Managers and supervisor shall notify the Superintendent or designee when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the District. If

the Superintendent or designee concurs that there is reasonable suspicion of illegal drug possession, the department head shall notify the appropriate law enforcement agency.

- 15.5.7 The laboratory retained by the District for testing purposes will have a chain of custody process, which insures the integrity of the sample. Where a drug test comes back positive, a second, more sensitive test such as Gas Chromatography/Mass Spectrometry Test (GC/MS) will be done.
- 15.5.8 Where the best interest of the district and community can be accommodated, first time offenders will be treated in a positive manner. Employees with an alcohol and drug abuse problem are encouraged to attend and complete a substance abuse program.

ARTICLE 16. TRAINING

The District agrees to commit to a training program for employees on days when students are not in attendance. The actual amount of time allocated for training will be determined by District management in order to balance the desire for updating employee skills with District productivity objectives. The purpose of the training will be to focus on high priority needs identified cooperatively by employees and District management.

ARTICLE 17. RECLASSIFICATION PROCEDURE

- 17.1 Petition: Employees or their supervisors may petition for a review of position classification. Petitions shall be submitted by April 1 to the Office of the Business Manager.
- 17.2 Board of Review: Properly completed Request for Reclassification Review forms will be screened by the Board of Review composed of:
- 17.2.1 One classified employee appointed by CAUSE;
 - 17.2.2 The Business Manager or his/her designee.
 - 17.2.3 One person appointed by the initial appointments to the Board of Review.
- 17.3 The Board of Review shall be responsible for determining if there exists justification to conduct a full study of the position. Decisions shall be made by majority vote. In evaluating the request for review, the panel shall consider the following:
- 17.3.1 The level and nature of the duties and responsibilities the employee is regularly required to perform which are not covered by his/her job description.
 - 17.3.2 How the employee came to be assigned duties and responsibilities not covered by his/her job description (i.e., expansion in the functions of the school or office, or possession by the employee of special skills or abilities.)
 - 17.3.3 Comparison of the employee's actual duties as shown on the Request for Reclassification Review with the duties shown on the job description.
 - 17.3.4 Internal relationships (i.e., classified salary schedule).
 - 17.3.5 Information given by the employee and the employee's supervisor to the Board of Review upon request. **Additionally, the Board of Review will seek data and information from the classifications under consideration and provide representatives the opportunity to speak directly on the issues.**
- 17.4 Decisions of the Board of Review shall be communicated by the Chairperson to the petitioner with the reasons for its decision. Decisions of the Board of Review to accept or deny the petition for study shall be final. However, an employee may re-petition for consideration the next year.
- 17.5 Any change in classification range or job description shall become effective July 1. (The beginning of the next fiscal year).

ARTICLE 18. LAYOFF AND REEMPLOYMENT FOLLOWING LAYOFF

- 18.1 Classified employees shall be subject to layoff for lack of work or lack of funds. Whenever a classified employee is laid off, the order of layoff within the classification shall be determined by length of service. The employee, who has been employed the shortest time in the classification, plus higher classes, shall be laid off first. Employees will be laid off according to their status in the following order: substitute or short term employees, probationary employees, permanent employees.
- 18.2 When a permanent employee who has been promoted to a higher classification is subject to layoff, he/she shall be given the opportunity of replacing employees in the former but lower or equal classification who have fewer hours of paid service, provided that such an employee achieved permanency in the classification and can still meet the requirements for appointment to that classification.
- 18.3 All service in the classification, plus higher classification, shall count as seniority within the classification.
- 18.4 Salary placement on the lower classification level will be on a step that would least affect the employee's compensation.
- 18.5 The demoted employee shall retain his anniversary date.
- 18.6 When, as a result of a bona fide reduction or elimination of the service being performed by any department, classified employees shall be subject to layoff for lack of work and/or funds. Affected employees shall be given written notice by the Personnel Department of layoff not less than sixty (60) days prior to the effective date of layoff, and informed of their seniority, displacement, reemployment, and unemployment insurance rights.
- 18.7 When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified employees shall be subject to layoff for lack of funds, the employees to be laid off at the end of such school year shall be given written notice on or before May 29 informing them of their layoff and reemployment rights including seniority, displacement and unemployment insurance rights. However, if the termination date of any specially funded program is other than June 30, such notice shall be given not less than sixty (60) days prior to the effective date of the anticipated layoff.
- 18.8 The District agrees to consult with CAUSE to review and discuss the proposed layoffs and determine the order of layoff within the provisions of this Agreement and seriously consider their recommendations within ten (10) days prior to taking action on any matter which will result in a major change of services by classified employees.
- 18.9 **Voluntary Demotions or Reduction in Time**
- 18.9.1 Employees who take voluntary demotions or voluntary reductions in assigned hours, weeks or months 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 twenty-four (24) months provided that the employee possesses the required qualifications.

18.9.2 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available and without limitation of time, but if there is a valid reemployment list, they shall be ranked on that list in accordance with their proper seniority.

18.10 **Involuntary Reduction in Time**

18.10.1 The application of the voluntary reduction in time shall occur prior to implementation of the “Involuntary Reduction in Time,” provision.

18.10.2 The District shall meet with CAUSE to review and discuss any proposed reduction in hours and seriously consider their recommendations fifteen (15) days prior to taking action.

18.10.3 An involuntary reduction in time in a classification constitutes a layoff in a job classification and the employee whose hours are reduced will have the same rights as an employee under layoff procedures.

18.10.4 Any employee who feels that he/she has been improperly laid off shall report the error to the Personnel Office so that any appropriate correction shall be made immediately.

18.11 **Reemployment of Persons Laid Off.** Persons laid off because of lack of work or lack of funds shall be placed on an employment list for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants. Reemployment shall be in the reverse order of layoff.

18.12 **Seniority Roster.** The District shall maintain a seniority roster including employees’ class seniority with an updated copy provided CAUSE on an annual basis. This roster shall be published on May 1 for ten (10) month employees and May 25 for all other classified employees.

18.12.1 Seniority within the District shall be determined based upon date of hire.

18.12.2 Seniority within a classification shall be based upon date of hire within that classification.

18.12.3 When two or more employees have the same date of hire then the employees with positive evaluations shall be retained.

18.12.4 When two or more employees have the same hire date and position evaluations, the order of layoff of such employees shall be determined by lot.

- 18.13 **Notification of Reemployment Opening.** Any employee who is laid off and requests notification of open positions shall be mailed a copy of the notice by First Class Mail on the date the position is open.
- 18.14 Retirement in Lieu of Layoff. An employee, if eligible, may elect to accept a service retirement in lieu of layoff. If the employee subsequently accepts, in writing, the appropriate vacant position within a period of thirty-nine (39) months, the District shall maintain the vacancy until the Board of Administrations of the PERS has properly processed the request for reinstatement from retirement.
- 18.15 Effect of Layoff. It is agreed by both parties that the District has fulfilled its obligation to bargain the impact of future layoffs during the duration of this Agreement.
- 18.15.1 Employees laid off shall be afforded “substitute” employment in any class within the District for which the employee meets the minimum qualifications of the class. The right to substitute shall be awarded in accordance with District seniority. Laid off employees must maintain addresses and phone numbers in order for the District to contact the employee. Should the District be unable to reach the employee by phone, it shall go on down the seniority list and offer the work to each employee qualified as indicated above.
- 18.15.2 The District agrees to allow those laid off employees the right to use up to two (2) of their seven (7) days of personal necessity leave to seek other employment provided that the days are taken prior to actual layoff.
- 18.15.3 The District agrees to comply with the Education Code requirements on volunteers unless waived by the State Department of Education.
- 18.15.4 The District agrees to discuss with CAUSE and employees whose work load will be increased as an effect of the layoff, how workload will be reassigned.
- 18.15.5 The District agrees to continue health and welfare benefits for sixty (60) days in the event of a layoff.
- 18.15.6 The District further agrees to permit any employee affected by layoff to pay the monthly premium for medical benefits for the required time pursuant to COBRA after the termination of District contributions for such benefits.
- 18.16 The District will communicate proposed layoffs and ensure that layoff details, if available, will be provided to CAUSE prior to public announcement.
- 18.16.1 CAUSE and the District define “Meet & Consult” as the bargaining partners, in face-to-face meetings, seeking information or advice and recommendations concerning the potential layoffs. In order that the bargaining partners are provided an opportunity to seriously consider the proposed layoffs, they will listen to each others’ perspectives and insights in meetings prior to public announcement.
- 18.16.2 The Federation and its leaders are encouraged to attend Board Study Sessions where budgetary considerations are agendized and are provided the opportunity to comment during the public section of the agenda.

- 18.16.3 The School Board is encouraged to hold Board Study Sessions during hours that the Federation and its leaders are not previously scheduled to provide services.
- 18.16.4 Not to be confused with the “Meet and Consult” requirements that occur prior to public notice; the Union will be provided an opportunity to meet and share ideas and points of view after Board meetings at which classified layoffs are discussed for informational purposes.
- 18.16.5 During the “Meet and Consult” process, the District will provide CAUSE the seniority list, information related to the layoffs, and responses to the Federation’s clarifying questions/inquiries. CAUSE’s point of view will be presented, during the regular meeting as an agenda item, to the Board prior to action of the Board on the formal layoff resolution.
- 18.16.6 The ten (10) and fifteen (15) days in Article 18 are designed to provide the District time to consider the suggestions made by CAUSE at the “Meet and Consult” meetings prior to the action of the Board on a formal layoff resolution.

ARTICLE 19. CONCERTED ACTIVITIES

- 19.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, sick out, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by CAUSE or by employees during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity. The District will not engage in a lockout as a result of any action not caused by CAUSE or its members.
- 19.2 CAUSE recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by CAUSE, CAUSE agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 19.3 It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.
- 19.4 It is understood that in the event this Article is violated, the District reserves its full right to take any action permitted by law, District policy and practice.

ARTICLE 20. DISCIPLINARY ACTION

- 20.1 Discipline shall be for cause, corrective, and progressive. Depending on the severity of the violation, corrective action may be initiated at a level that is proportional to the violation.
- Persons employed in the classified service may be orally warned, warned in writing, reprimanded, suspended, demoted, or dismissed.
- 20.1.1 Causes for discipline include Incompetency, inefficiency, insubordination, inattention to or dereliction of duty, discourteous treatment of the public or of fellow employees or any other willful failure of good conduct tending to injure the public service, or any willful and persistent violation of the provisions of the Education Code or of rules, regulations, or procedures adopted by the Board of Education pursuant to it, provided that specific instances must be set forth as to any of the causes enumerated under this heading;
- 20.1.2 Dishonesty, impairment as a result of alcohol or narcotics (illegal or prescription), or immoral conduct;
- 20.1.3 Political activities engaged in by an employee during his/her assigned hours of employment;
- 20.1.4 Conviction of a crime by a court of law,-which indicates that the person is a poor employment risk; failure to disclose material facts regarding criminal records; and other false or misleading information on application forms or examination and employment records concerning material matters;
- 20.1.5 Absenteeism (defined as frequent or habitual [absence](#) from work).
- 20.1.6 Abandonment of position which shall be defined as absence without leave or notice for a period of five work days.

Procedure for Disciplinary Action

- 20.2. No employee in the classified service shall be suspended, demoted, dismissed, or in any way discriminated against because of his/her political or religious acts or opinions or affiliations, or race, color, sex, national origin or ancestry, or marital status, or other provisions of Section 12940 of the Government Code.
- 20.3 Disciplinary action against a permanent employee is initiated when a Notice of Disciplinary Action -is served on the employee.
- 20.4 The Notice of Disciplinary Action shall contain written notice of specific charges against the employee, a statement of the employee's right to respond orally or in writing on or before a specified date and time, a statement of the employee's right to a hearing on such charges, and the time within which such hearing may be requested (which shall not be less than five days after service of the notice to the employee), and a card or paper, the

signing and filing of which shall constitute a demand for hearing and a denial of all charges.

20.4.1 In the event the employee elects to respond orally or in writing, the Skelly Officer is authorized to affirm or modify the Notice of Disciplinary Action.

20.5 The Notice of Disciplinary Action shall contain a statement in ordinary and concise language of the specific acts and omissions upon which the disciplinary action is based, a statement of the cause for the action taken, and if it is claimed that the employee has violated a rule or regulation of the district, a copy of the rules or regulation. A notice of disciplinary action established by any rule, regulations or statute without supporting facts is insufficient.

20.6 If the employee requests a hearing in writing, delivered to the Superintendent, all information and records pertinent to the case shall be made available to the employee or to a representative designated by the employee.

20.7 If the employee requests a hearing, the Board shall hear the charges at a special meeting called for the purpose of a formal hearing; or in lieu thereof the Board of Education may provide that the hearing shall be heard by a hearing officer. If the Board conducts the hearing, the President of the Board or designee should conduct the hearing. His or her preliminary remarks, prior to the presentation of evidence, should include:

20.7.1 Advising the participants that the hearing is an opportunity for the Board to gather all of the facts in the case prior to reaching a decision.

20.7.2 Telling the participants the procedure will be recorded.

20.7.3 Telling the participants that the hearing will be conducted informally and strict rules of evidence will not apply.

20.7.4 Identifying who will be representing the Administration and who will be representing the Employee.

20.7.5 Indicating the order for the hearing:

District administration's Opening Remarks

Employee's Opening Remarks

District administration's Case/Witnesses/Cross Examination

Employee's Defense/Witnesses/Cross Examination

Employee's Closing Argument

District Administration's Closing Argument

20.7.6 Telling the appropriate representatives that they may proceed with their opening remarks.

20.7.7 At the conclusion of the hearing, asking Board Members for any additional questions.

20.7.8 Indicating that the Board will consider all of the testimony and evidence. Tell the parties that the Board will deliberate in closed session, announce its decision in open session following deliberation, and that the Superintendent will be responsible for providing a written notice of findings and disciplinary

consequences, if any, to the representatives and the employee once the Board has reached a decision.

- 20.7.9 The Board may choose to be represented by separate counsel when termination or suspension of more than 10 days is the recommended action in the Notice of Charges.
- 20.8 Written notice of the time and place of the hearing shall be given in writing to the employee at least ten (10) days before the scheduled date of the hearing. An employee may request one continuance for good cause.
- 20.9 If the employee fails to request a hearing on the charges against him within the time specified in the notice, the employee shall be deemed to have waived the right to a hearing, and the District may proceed to act upon the charges without hearing or further notice.
- 20.10 No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.
- 20.11 When after the hearing, the Board suspends an employee without pay; the period of suspension shall not exceed the time limitation prescribed in Section 45304 of the Education Code.
- 20.12 Notwithstanding the foregoing, an employee may be suspended without pay by the Superintendent or designee once the Skelly hearing is completed and prior to the time the Board of Education considers the charges:
- 20.13 If an employee is suspended and the Board finds that the Notice of Disciplinary Action are not sustained, the employee shall be paid at the employee's regular salary rate for the period of the suspension.
- 20.14 The employee shall have a right to representation as outlined in Weingarten or PERB precedent during the disciplinary procedures.

ARTICLE 21. PAID HOLIDAYS

21.1 Except as otherwise provided, all employees in the bargaining unit shall be entitled (per Education Code Sections 45203 and 45205) to the following paid holidays provided they were in a paid status during any portion of the working day immediately preceding or succeeding the holiday. Payment to eligible part-time employees for such holidays shall be appropriately prorated in proportion that the actual time worked, excluding overtime, bears to time served in a full-time position.

New Year's Day

Martin Luther King Day

Presidents' Days (Washington and Lincoln Birthdays)

Memorial Day

Independence Day

Labor Day

Admission Day (Celebrated on Day after Thanksgiving)

Veterans' Day

Thanksgiving Day

Christmas Eve

Christmas Day

New Year's Eve

Board designated Holiday during Winter Recess

Every day appointed by the President of the United States or Governor of California for a public fast, thanksgiving or holiday as specified in the Education Code.

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

21.3 Regularly employed classified employees who are not normally assigned to duty during the winter vacation period shall be paid on an appropriate pro-rated basis for holidays falling within, provided they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

21.4 Paid status is defined as including time worked and time during which any employee is excused from work but paid because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence.

21.5 Prior to July 1 of any school year, the Board of Education may designate other days during each such year as the holidays to which members of the classified service shall be entitled in lieu of holidays on February 12, third Monday in February, last Monday in May, or September 9, provided that such designated in-lieu days shall provide for at least a three-day weekend. Board designated holidays shall be the Friday after Thanksgiving in lieu of Admissions Day (September 9) and another day to be selected by the Board of Education as part of the annual calendar approval.

ARTICLE 22. VACATIONS

22.1 For the purpose of the section, "continuous service" shall mean employment for ten (10) or more calendar months of each year. Employees who normally work only those days school is in session shall be considered 10-month employees.

22.2 A new employee of the classified service shall not be eligible to take vacation during the first six (6) months of employment except as set out in 22.7 (10 and 11 month employees), but on successful completion thereof vacation shall be allowed up to the number of days earned. Under certain circumstances and only upon written approval of the Superintendent or his/her designee, a vacation may be granted an employee other than as herein stated. Each regular full-time employee shall be entitled to vacation leave with pay, subject to the following provisions:

22.2.1 From the employment date of service, classified employees earn one working day credit for each calendar month, or major fraction thereof, of employment.

22.2.2 After the completion of the fifth year of uninterrupted service, employees shall earn three (3) additional working days of credit each year.

22.2.3 On completion of fourteen (14) years of uninterrupted service in the Carpinteria Unified School District, classified employees shall earn vacation at the rate of 1.667 days for each month or major fraction thereof worked. The intent is that such vacation be earned during the fourteenth year and taken during the fifteenth year of service. For complete years of service, the computation of days earned shall be rounded off to twenty (20) days for 12-month employees, eighteen (18) days for 11-month employees, and seventeen (17) days for 10-month employees. In no case shall more than twenty (20) days be earned in any year.

Years of Service	10 month	11 month	12 month
Year One--Year Five	10 days	11 days	12 days
Year Six—Year Fourteen	13 days	14 days	15 days
Year Fifteen	17 days	18 days	20 days

22.3 It is the policy of the Carpinteria Unified School District that vacation be taken annually; however, a total of five (5) days' vacation credit may be carried over from one year to the next with the approval of the District. The Assistant Superintendent-Business Services shall be notified during the year of accumulation of the desire to so accumulate. No employee will be allowed to accumulate more than twenty-five (25) days of vacation by the end of the fiscal year. If it occurs a manager shall either pay for or schedule the excess days of vacation by July 30. For those employees who have accumulated more than twenty-five (25) vacation days by the end of the fiscal year, each supervisor or manager shall create a plan for vacation utilization. All accumulated vacation above cap must be utilized by the following fiscal year.

22.4 Whenever a vacation period includes any declared holidays (other than Saturday and Sunday), it shall be extended by a number of days equal to said included holidays.

- 22.5 All employees of the classified service rendering less than full-time service shall be entitled to a prorated portion of vacation credits computed on the ratio that the hours, days or months worked bears to full-time service.
- 22.6 Vacations must be scheduled in advance and must be taken at times convenient to the District and to the department to which the employee is assigned. Requests for vacation must be made in writing and signed by the supervisor.
- 22.7 All ten (10) and eleven (11) month employees shall take earned vacations during the winter and/or spring break or as otherwise approved.
- 22.8 There shall be added at the completion of ten (10) years of service, a Service Recognition Day which cannot be accumulated or carried over. The day will be scheduled with the immediate supervisor. It is intended to recognize the long-term service of the employee and will continue each year after the completion of ten (10) years of service.

ARTICLE 23. NON-DISCRIMINATION

No employee in the classified service shall be suspended, demoted, dismissed, or in any way discriminated against because of his/her political or religious acts or opinions or affiliations, or race, color, sex, sexual orientation, national origin or ancestry, or marital status.

ARTICLE 24. SAVINGS PROVISIONS

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 25. SUPPORT OF AGREEMENT

CAUSE agrees to support this Agreement for its term and will not appear before the public school employer in order to seek change or improvement in any matter subject to the meet and negotiation process except as by mutual agreement of the District and CAUSE.

ARTICLE 26. EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law.

ARTICLE 27. COMPLETION OF MEET AND NEGOTIATION

During the term of this Agreement, the parties expressly waive and relinquish the right to meet and negotiate and agree that the parties shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or CAUSE at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn. The District and CAUSE agree to reopen this contract for the 2013-2014 year and for the 2014-15 year on wages, medical benefits and one non-monetary item. For the 2015-16 year, the entire contract will be subject to reopening. Duration – the Agreement shall expire on June 30, 2016.

CAUSE shall make its initial proposal for re-openers to the District by the second regularly scheduled May meeting of the Board of Education.

ARTICLE 28. TERM

This Agreement shall remain in full force and effect up to and including June 30, 2016 and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no later than the second regularly scheduled May meeting of the Board of Education of its request to terminate, amend or modify this Agreement.

FOR THE DISTRICT:

FOR CAUSE:

ARTICLE 29. ONBOARDING

- 29.1 **New Employee Orientation** – All newly hired employees, shall be required to attend the Fall District Orientation.
- 29.2 The bargaining partners agree to recognize said District Orientations as part of the Professional Day. New hires will receive no extra compensation for their mandatory attendance.
- 29.3 The Union shall be allowed no less than one-and-one-half hours (1.5 hours) during all District Orientations to allow for routine onboarding discussions, contract distribution and presentation regarding employment rights and Union membership.
- 29.3.1 The District shall provide the Union no less than ten (10) days advance notice for any new employee orientation or onboarding process, as defined in CA AB 119.
- 29.3.2 The Union presentation shall be included on the District's Orientation agenda.
- 29.3.3 Unless by invitation from the Union President, no representatives from Management shall be present during the Union's presentation.
- 29.3.4 The Union shall present written materials, including a membership authorization form, during their presentation.
- 29.4 **Employee Records** – The District shall provide the following information regarding all newly hired employees within 30 days of their date of hire:

Name
Job title
Department
Courses of instruction
Work location
Work, home and personal cellular telephone number
Personal email address
Home address
Work location
FTE – employment status

- 29.5 The District shall provide an updated version of the information outlined above (see 22.4) for all bargaining unit members every 120 days or as requested by the Union.
- 29.6 The District shall provide paid release time for all Union presenters at District Orientations, up to and including the President, Vice-President, and one (1) representative. If held during normal work hours, the Union President or designee shall schedule this release time to attend the Orientation with the District and Site Administration.

APPENDIX A

**SIDE AGREEMENT
HARASSMENT POLICY**

The Federation and the District agree to appoint two representatives each to work together to attempt to mutually recommend an employment HARASSMENT policy related to prohibitive conduct under Title VII by the Fair Employment Housing Act.

(A COPY OF THE HARASSMENT POLICY IS ON THE FOLLOWING PAGES)

Definitions

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the work or educational setting when: (Education Code 212.5; 5 CCR 4916)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.
2. Submission to or rejection of such conduct by the individual is used as the basis for an employment decision affecting him/her.
3. The conduct has the purpose or effect of having a negative impact upon the individual's work or has the purpose or effect of creating an intimidating, hostile, or offensive work environment. The conduct is sufficiently severe, persistent, pervasive, or objectively offensive so as to create a hostile or abusive working environment or to limit the individual's ability to participate in or benefit from an education program or activity.
4. Submission to or rejection of the conduct by the other individual is used as the basis for any decision affecting him/her regarding benefits, services, honors, programs, or activities available at or through the district.

Other examples of actions that might constitute sexual harassment, whether committed by a supervisor, a co-worker, or a non-employee, in the work or educational setting, include, but are not limited to:

1. Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors
2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; displaying sexually suggestive objects
3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

Prohibited sexual harassment may also include any act of retaliation against an individual who reports a violation of the district's sexual harassment policy or who participates in the investigation of a sexual harassment complaint.

Training

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours of classroom or other effective interactive training and education regarding sexual harassment. All newly hired or promoted supervisory employees shall receive training within six months of their assumption of the supervisory position. (Government Code 12950.1)

The district's training and education program for supervisory employees shall include information and practical guidance regarding the federal and state laws on the prohibition against and the prevention and correction of sexual harassment, and the remedies available to the victims of sexual harassment in employment. The training shall also include all of the content specified in 2 CCR 7288.0 and practical examples aimed at instructing supervisors in the prevention of harassment, discrimination, and retaliation. (Government Code 12950.1; 2 CCR 7288.0)

In addition, the Superintendent or designee shall ensure that all employees receive periodic training regarding the district's sexual harassment policy, particularly the procedures for filing complaints and employees' duty to use the district's complaint procedures.

Notifications

A copy of the Board policy and this administrative regulation shall: (Education Code 231.5)

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted
2. Be provided to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year or whenever a new employee is hired

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct

All employees shall receive either a copy of information sheets prepared by the California Department of Fair Employment and Housing (DFEH) or a copy of district information sheets that contain, at a minimum, components on: (Government Code 12950)

1. The illegality of sexual harassment
2. The definition of sexual harassment under applicable state and federal law
3. A description of sexual harassment, with examples
4. The district's complaint process available to the employee

July 2013; Revised October 25, 2016 & July 1, 2018 (Addendum at end of contract)

(cf. 4031 - Complaints Concerning Discrimination in Employment)

5. The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)
6. Directions on how to contact DFEH and the EEOC
7. The protection against retaliation provided by 2 CCR 7287.8 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC

In addition, the district shall post, in a prominent and accessible location, DFEH's poster on discrimination in employment and the illegality of sexual harassment. (Government Code 12950)

Regulation
approved: April 28, 2009

CARPINTERIA UNIFIED SCHOOL DISTRICT
Carpinteria, California

APPENDIX B

CLARIFICATION OF UNIT

The purpose of this attachment is to clarify the composition of the bargaining unit described under "UNIT" in the Request for Recognition dated April 2, 1976.

- A. Inclusions
 - 1. Include all members of the Classified Service as defined in Section 45103 of the Education Code of the State of California with the following exclusions:

- B. Exclusions
 - 1. Confidential Positions
 - a. Executive Assistant (Assistant to the Superintendent and Assistant Superintendent of Business Services)
 - b. Human Resources Coordinator
 - c. Accountant
 - d. Payroll/Financial Technician

 - 2. Supervisory Positions
 - a. Maintenance Supervisor
 - b. Grounds Supervisor
 - c. Operations Supervisor
 - d. Transportation/Warehouse Supervisor
 - e. Food Services Supervisor
 - f. Systems Support Supervisor

 - 3. Other Exclusions
 - a. All substitute employees
 - b. All short term employees (per E.C. 45103)
 - c. Part time playground employees
 - d. All student employees
 - e. All apprentices
 - f. All professional experts (per E.C. 45103)
 - g. All CETA employees and all "Restricted" employees

APPENDIX C
CLASSIFIED SALARY SCHEDULE
 Effective July 1, 2018

Carpinteria Unified School District
 Classified Salary Schedule
 Effective 7/1/18

	001	002	003	004	005	006	007	008	009	010	011	012	013
101	2,080 (12.00)	2,091 (12.06)	2,154 (12.43)	2,219 (12.80)	2,286 (13.19)	2,354 (13.58)	2,424 (13.98)	2,497 (14.41)	2,571 (14.83)	2,650 (15.29)	2,728 (15.74)	2,811 (16.22)	2,895 (16.70)
102	2,134 (12.31)	2,200 (12.69)	2,265 (13.07)	2,333 (13.46)	2,401 (13.85)	2,475 (14.28)	2,548 (14.70)	2,625 (15.14)	2,705 (15.61)	2,784 (16.06)	2,869 (16.55)	2,955 (17.05)	3,043 (17.56)
103	2,245 (12.95)	2,313 (13.34)	2,382 (13.74)	2,454 (14.16)	2,527 (14.58)	2,602 (15.01)	2,682 (15.47)	2,760 (15.92)	2,842 (16.40)	2,931 (16.91)	3,019 (17.42)	3,107 (17.93)	3,200 (18.46)
104	2,366 (13.65)	2,437 (14.06)	2,510 (14.48)	2,587 (14.93)	2,663 (15.36)	2,744 (15.83)	2,827 (16.31)	2,911 (16.79)	2,998 (17.30)	3,087 (17.81)	3,178 (18.33)	3,278 (18.90)	3,374 (19.47)
105	2,495 (14.39)	2,568 (14.82)	2,647 (15.27)	2,725 (15.72)	2,809 (16.21)	2,892 (16.68)	2,978 (17.18)	3,068 (17.70)	3,161 (18.24)	3,255 (18.78)	3,353 (19.34)	3,452 (19.92)	3,556 (20.52)
106	2,631 (15.18)	2,711 (15.64)	2,795 (16.13)	2,877 (16.60)	2,963 (17.09)	3,051 (17.60)	3,145 (18.14)	3,238 (18.68)	3,335 (19.24)	3,435 (19.82)	3,536 (20.40)	3,644 (21.02)	3,753 (21.65)
107	2,779 (16.03)	2,864 (16.52)	2,949 (17.01)	3,039 (17.53)	3,130 (18.06)	3,224 (18.60)	3,319 (19.15)	3,419 (19.73)	3,522 (20.32)	3,628 (20.93)	3,736 (21.55)	3,848 (22.20)	3,965 (22.88)
108	2,940 (16.96)	3,029 (17.48)	3,119 (17.99)	3,214 (18.54)	3,310 (19.10)	3,409 (19.67)	3,511 (20.26)	3,617 (20.87)	3,725 (21.49)	3,838 (22.14)	3,951 (22.79)	4,070 (23.48)	4,192 (24.19)
109	3,111 (17.95)	3,204 (18.48)	3,302 (19.05)	3,399 (19.61)	3,502 (20.20)	3,607 (20.81)	3,715 (21.43)	3,827 (22.08)	3,942 (22.74)	4,060 (23.42)	4,181 (24.12)	4,305 (24.84)	4,435 (25.59)
110	3,295 (19.01)	3,396 (19.59)	3,498 (20.18)	3,603 (20.79)	3,711 (21.41)	3,822 (22.05)	3,936 (22.71)	4,054 (23.39)	4,176 (24.09)	4,300 (24.81)	4,428 (25.55)	4,563 (26.33)	4,698 (27.10)
111	3,515 (20.28)	3,621 (20.89)	3,730 (21.52)	3,842 (22.17)	3,955 (22.82)	4,074 (23.50)	4,198 (24.22)	4,324 (24.95)	4,454 (25.70)	4,588 (26.46)	4,726 (27.27)	4,866 (28.07)	5,013 (28.92)
112	3,918 (22.80)	4,036 (23.29)	4,157 (23.98)	4,281 (24.70)	4,410 (25.44)	4,541 (26.20)	4,679 (26.99)	4,817 (27.79)	4,962 (28.63)	5,111 (29.49)	5,264 (30.37)	5,423 (31.29)	5,585 (32.22)
113	4,351 (25.10)	4,481 (25.85)	4,618 (26.63)	4,753 (27.42)	4,897 (28.25)	5,043 (29.09)	5,194 (29.97)	5,351 (30.87)	5,510 (31.79)	5,675 (32.74)	5,845 (33.72)	6,023 (34.75)	6,202 (35.78)
114	4,816 (27.79)	4,961 (28.62)	5,109 (29.48)	5,263 (30.36)	5,422 (31.28)	5,584 (32.22)	5,752 (33.19)	5,924 (34.18)	6,103 (35.21)	6,283 (36.25)	6,473 (37.34)	6,668 (38.47)	6,868 (39.62)
115	5,316 (30.67)	5,476 (31.59)	5,642 (32.55)	5,811 (33.53)	5,986 (34.54)	6,164 (35.58)	6,349 (36.63)	6,538 (37.72)	6,736 (38.86)	6,938 (40.03)	7,145 (41.22)	7,359 (42.46)	7,580 (43.73)
116	5,852 (33.76)	6,030 (34.79)	6,212 (35.84)	6,397 (36.91)	6,589 (38.01)	6,787 (39.16)	6,989 (40.32)	7,200 (41.54)	7,415 (42.78)	7,639 (44.07)	7,867 (45.39)	8,104 (46.75)	8,344 (48.14)
117	6,431 (37.10)	6,624 (38.22)	6,822 (39.36)	7,029 (40.55)	7,239 (41.76)	7,456 (43.02)	7,680 (44.31)	7,911 (45.64)	8,147 (47.00)	8,394 (48.43)	8,645 (49.88)	8,902 (51.36)	9,170 (52.90)
118	7,052 (40.89)	7,264 (41.91)	7,482 (43.17)	7,706 (44.46)	7,937 (45.79)	8,176 (47.17)	8,421 (48.58)	8,673 (50.04)	8,933 (51.54)	9,201 (53.08)	9,476 (54.67)	9,761 (56.31)	10,054 (58.00)
119	7,721 (44.55)	7,952 (45.88)	8,191 (47.26)	8,438 (48.68)	8,689 (50.13)	8,950 (51.64)	9,220 (53.19)	9,495 (54.78)	9,782 (56.44)	10,073 (58.11)	10,376 (59.86)	10,686 (61.65)	11,007 (63.50)

Carpinteria Unified School District
 Classified Salary Schedule
 Effective 7/1/18

120	8,439 (48.89)	8,690 (50.14)	8,953 (51.65)	9,221 (53.20)	9,498 (54.80)	9,784 (56.45)	10,075 (58.13)	10,379 (59.88)	10,690 (61.67)	11,009 (63.51)	11,340 (65.42)	11,680 (67.39)	12,031 (69.41)
121	9,211 (53.14)	9,486 (54.73)	9,770 (56.37)	10,065 (58.07)	10,367 (59.81)	10,676 (61.59)	10,997 (63.45)	11,327 (65.35)	11,669 (67.32)	12,018 (69.34)	12,378 (71.41)	12,748 (73.55)	13,132 (75.76)
122	10,041 (57.93)	10,341 (59.66)	10,651 (61.45)	10,969 (63.28)	11,300 (65.19)	11,639 (67.15)	11,988 (69.16)	12,349 (71.25)	12,719 (73.38)	13,100 (75.58)	13,493 (77.85)	13,897 (80.18)	14,313 (82.58)
123	10,933 (63.08)	11,282 (64.97)	11,596 (66.90)	11,947 (68.93)	12,305 (70.99)	12,672 (73.11)	13,053 (75.31)	13,445 (77.57)	13,848 (79.89)	14,263 (82.29)	14,691 (84.76)	15,133 (87.31)	15,587 (89.93)
124	11,891 (68.80)	12,248 (70.66)	12,615 (72.78)	12,994 (74.97)	13,383 (77.21)	13,787 (79.54)	14,197 (81.91)	14,625 (84.38)	15,062 (86.90)	15,514 (89.51)	15,981 (92.20)	16,460 (94.96)	16,954 (97.81)

Notes: (notes section added 12/2013)

- Bilingual Stipend -** A bilingual stipend shall be added to positions required to use a second language no less than twenty-five percent (25%) of the time and shall be in the amount of five percent (5%) of his/her regular salary for the period.
- Night Shift Differential -** A regular full-time employee whose assignment requires him/her to work more than four (4) hours per day after 5:00 P.M. on a regular basis shall be entitled to a night shift differential in pay. Such differential shall be in the amount of 4-1/2% of his/her total regular salary for the period during which he/she qualifies and is paid from October through June.
- Career Increment: -**
 - July 1 following year seven (7) of employment - two percent (2%) longevity increment Effective 7/1/14 three percent (3%)
 - July 1 following year eleven (11) of employment - four percent (4%) longevity increment Effective 7/1/14 five percent (5%)
 - July 1 following year fifteen (15) of employment - six percent (6%) longevity increment Effective 7/1/14 seven percent (7%)
 - July 1 following year nineteen (19) of employment - eight percent (8%) longevity increment Effective 7/1/14 nine percent (9%)
 - July 1 following year twenty-three (23) of employment - ten percent (10%) longevity increment Effective 7/1/14 eleven percent (11%)

The percentages are totals for that year and are not to be cumulative.
- Govt. Code Sect. 20630, 20636 & 20636.1** In determining time base for each pay rate, positions can be either monthly or hourly depending on part time of full time status and nature of the position. (Added 10/2013)

The Carpinteria Unified School District prohibits discrimination in employment, education programs, and activities on the basis of race, national origin, color, creed, religion, sex, age, disability, sexual orientation or gender identity.

3.44% Increase due to Property Tax Income for 2017 retroactive to 7/1/17 and changed on 6/1/18
 5% increase on schedule board approved 01/08/19 retroactive to 7/1/18

APPENDIX D
Carpinteria Unified School District
Classified Employee Performance Appraisal

Evaluation Period: From _____ To: _____ Evaluation completed by: _____

Name: _____
 Position: _____

1st Probationary Final Probationary
 Annual
 Special

Please identify the factors which will be areas of Major Focus for the next review period with an (X) in the space below. Items which do not apply to this position identify with an (X) next to N/A.	Effective Not Effective	It is important that you provide commentary about each area in the space below. <p align="center">Comments/Description/Details</p>																		
1. QUALITY OF WORK PERFORMED <input type="checkbox"/> a: Job knowledge <input type="checkbox"/> b: Accuracy of work <input type="checkbox"/> c: Neatness of work <input type="checkbox"/> d: Thoroughness	<table style="width:100%; border: none;"> <tr><td style="width:50%;"><input type="checkbox"/></td><td style="width:50%;"><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>											
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2. QUANTITY OF WORK <input type="checkbox"/> N/A a: Volume of work produced <input type="checkbox"/> N/A b: Meets schedules/deadlines	<table style="width:100%; border: none;"> <tr><td style="width:50%;"><input type="checkbox"/></td><td style="width:50%;"><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>															
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3. WORK HABITS <input type="checkbox"/> a: Dependability <input type="checkbox"/> b: Punctuality <input type="checkbox"/> c: Organizes work well <input type="checkbox"/> d: Complies with rules, instructions, policies, safety regulations <input type="checkbox"/> e: Able to work without immediate supervision	<table style="width:100%; border: none;"> <tr><td style="width:50%;"><input type="checkbox"/></td><td style="width:50%;"><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>									
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4. INTERPERSONAL SKILLS <input type="checkbox"/> a: Interaction with co-workers <input type="checkbox"/> b: Interaction with supervisor <input type="checkbox"/> c: Interaction with students <input type="checkbox"/> d: Interaction with parents <input type="checkbox"/> e: Phone contacts	<table style="width:100%; border: none;"> <tr><td style="width:50%;"><input type="checkbox"/></td><td style="width:50%;"><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>									
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5. PERSONAL QUALITIES <input type="checkbox"/> a: Accepts Direction <input type="checkbox"/> b: Accepts Changes <input type="checkbox"/> c: Initiative <input type="checkbox"/> d: Adaptability/flexibility <input type="checkbox"/> e: Independence <input type="checkbox"/> f: Uses good judgment <input type="checkbox"/> g: Demonstrates an interest in job	<table style="width:100%; border: none;"> <tr><td style="width:50%;"><input type="checkbox"/></td><td style="width:50%;"><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
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6. SUPERVISORY SKILLS (If Applicable) <input type="checkbox"/> N/A a: Leadership <input type="checkbox"/> N/A b: Fairness and impartiality <input type="checkbox"/> N/A c: Decision making <input type="checkbox"/> N/A d: Training and instruction <input type="checkbox"/> N/A e: Planning and assigning <input type="checkbox"/> N/A f: Supervisory control <input type="checkbox"/> N/A g: Evaluating the performance of others <input type="checkbox"/> N/A h: Productivity	<table style="width:100%; border: none;"> <tr><td style="width:50%;"><input type="checkbox"/></td><td style="width:50%;"><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
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7. STRENGTHS/UNIQUE QUALITIES/ACHIEVEMENTS																				
8. AREAS OF CONCERN/IMPROVEMENT NEEDED																				

<table style="width:100%; border: none;"> <tr><td style="border-bottom: 1px solid black; width:80%;">Signature of Employee</td><td style="border-bottom: 1px solid black; width:20%;">DATE</td></tr> <tr><td style="border-bottom: 1px solid black;">Signature of Rater/Worksite Supervisor</td><td style="border-bottom: 1px solid black;">DATE</td></tr> <tr><td style="border-bottom: 1px solid black;">Signature of next level Supervisor/Principal</td><td style="border-bottom: 1px solid black;">DATE</td></tr> </table>	Signature of Employee	DATE	Signature of Rater/Worksite Supervisor	DATE	Signature of next level Supervisor/Principal	DATE	Employee's Comments:
Signature of Employee	DATE						
Signature of Rater/Worksite Supervisor	DATE						
Signature of next level Supervisor/Principal	DATE						

Revision: 10/25/2013 *if you want to print this on Letter size paper, go File – Print, next to “Scale to paper size” choose letter

ADDENDUM TO CONTRACT

2014-15 Tentative Agreement signed on June 3, 2015

2015-16 Tentative Agreement signed on September 28, 2016

Classified Safety Article (signed on February 26, 2016 and incorporated into Tentative Agreement on June 3, 2016)

**TENTATIVE AGREEMENT BETWEEN
CAUSE Certificated, CAUSE Classified and CUSD 2014-15**

Except as modified below or previously tentatively agreed, the District and CAUSE agree to the continuation of the current collective bargaining agreement.

1. The salary schedules for certificated and classified employees shall be increased by four percent (4%) effective July 1, 2014. Effective on the date of the increased cost for health benefits in the policy year 2016-17, the District agrees to increase the salary schedule by the amount of the increased employee contribution as set out below. For example, if the increase in health care costs were to be \$160,000, an increase of \$80,000 will be made to the salary schedules. The method for placement on the salary schedules will be to divide 50% of the total increased cost for health benefits regardless of the plan chosen by the individual unit member. That 50% increase will be divided by the number of District FTE's and placed on each step of the salary schedules.
2. The health and welfare program shall be the 80-20 E plan (which includes medical, vision, and dental) offered by Anthem Blue Cross through SISC. For the policy year 2015-16 (80-20 E plan), the District will pay the full cost for the composite rate. /Future increases for the negotiated plan would be shared fifty-fifty beginning in the 2016-17 policy year. In other words, 50% of the increase would be paid by the District and 50% by the unit member. (To take advantage of the tax savings for health benefit payments, an IRC 125 will be made available for a unit member payments).
3. Salary increases above the employee contribution will be bargained on a yearly basis beginning no later than October of each year.
4. Contract reopeners for 2015-16 will include Article 6 (Compensation and Benefits), three (3) items from the Association, and three (3) items from the District.
5. In September of 2015-16, and in each following September, both the District and CAUSE agree to initiate bargaining with the intention of discussing the allocation of resources between salary and health benefits. This will allow our conversations to start in time to deal with future increases and the Affordable Care Act. The CUSD/CAUSE Health Committee shall be convened no later than October 1st of each year to address future options, including but not limited to high deductible options, health savings accounts, Opt-Out provisions, and alternative providers in light of the excise tax contained in the Affordable Care Act.

For the District

J. Chan
Jack Paulan

June 3, 2015

[Signature]
Felicity Moore

Kathleen Manos

[Signature]
[Signature]

Manne M. Paredes

[Signature]
For CAUSE Certificated

[Signature]
[Signature]

For CAUSE _____

**TENTATIVE AGREEMENT REACHED IN MEDIATION FOLLOWING
FACT FINDING BETWEEN
CAUSE Certificated, CAUSE Classified and CUSD**

ARTICLE 4: Grievance

Will be amended to include a mediation step to be performed by the state mediation and conciliation service. The parties will pay the cost for their own representatives. Cost of the 1:1-ediator will split 50%/50%.

ARTICLE 6: Compensation

15-16: 1% on schedule, effective April 1, 2016.

16-17 : 2% on schedule effective April 1, 2017 plus contingency increase.

Contingency for 16-17:

- For the purposes of the contingency increase the property tax estimate is **\$19,937,460 (the "property tax baseline"). If the actual property taxes received by CUSD exceed the property tax baseline by \$200,000, 1% will be added to the salary schedule effective July 1, 2016.**
- If the actual property taxes received exceeding the baseline by the district are more than \$200,000, 80% of the excess shall be converted to a salary increase to all employees effective July 1, 2016.
- If a salary increase is earned from this provision, the property tax estimate for 2017-18 shall be adjusted upward by the amount that actual property taxes exceed \$19,937,460.
- The parties agree to meet on or before May 1, 2017 to finalize the property tax receipts.

17-18: 1% on schedule, effective April 1, 2018 plus contingency increase.

Contingency for 17-18:

- For the purposes of the contingency increase the property tax estimate is \$20,698,802 (the "property tax baseline"). If the actual property taxes received by CUSD exceed the property tax baseline by \$200,000, 1% will be added to the salary schedule effective July 1, 2017.
- If the actual property taxes received by the district exceeding the baseline are more than \$200,000, 80% of the excess shall be converted to a salary increase to all employees effective July 1, 2017.
- The parties agree to meet on or before May 1, 2018 to finalize the property tax receipts.

Longevity (for certificated unit)

Longevity step at 25 years shall be increased from 3% to 6% effective 7/1/16.

Longevity step at 30 years shall be increased from 3% to 6% effective 7/1/16.

ARTICLE 13: Parental Leave (Certificated) – (Article 12 Classified)

The language of Article 13 will be modified to require CUSD to comply with the Parental Leave legislation (AB 375) which became effective 1/1/16.

ARTICLE 21: Terms of agreement (Certificated)

The term of the CBA is extended to June 30, 2018.

ARTICLE 28: Terms of agreement (Classified)

The term of the CBA is extended to June 30, 2018.

Other Items:

- TAs for Safety and Hours are incorporated in this agreement.
- Mutually agreed upon but not formally TA'ed Counselor Evaluation tool is incorporated in this agreement.
- This concludes negotiations for 2015-16, 2016-17, and 2017-18.
- The Parties may reopen articles for 2017-18 by mutual agreement.

ARTICLE 14: SAFETY

14.1 - The District is committed to employee safety and endeavors to provide all employees with a safe and healthy working environment. The District has the responsibility for the safety of employees.

14.2 - The District shall prepare, publish and post rules for safety and the prevention of accidents; provide protective devices where they are required for the safety of employees; and provide safe equipment where such equipment is required for the conduct of the District's educational program and the operation of schools.

14.2.1 The Superintendent or designee shall be responsible for the promulgation of District safety rules and procedures.

14.2.2 Employees shall be responsible for observing all safety rules and standards and shall promptly report to the direct supervisor in writing any alleged unsafe or unhealthy conditions found in District facilities.

14.3 - Unit members are to report any alleged unsafe or potentially unsafe conditions to their appropriate supervisor. Oral communications shall be confirmed in writing. Upon receipt of the unit member's written report of unsafe conditions, the Superintendent or designee will acknowledge in writing what action, if any, will be taken on the reported condition. Such response shall occur within five (5) workdays.

14.4 - First aid materials shall be available at all facilities maintained by the District.

14.5 - Any unit member who is threatened with bodily harm or who suffers bodily harm while fulfilling assigned duties shall, promptly report the threat or harm, followed when time permits, with a written report to the appropriate supervisor. The Superintendent or designee is authorized to initiate, when appropriate, legal proceedings against any individual to recover damages for injury caused by the willful misconduct of that individual to the person or property of an employee or another person on district premises or while conducting authorized district business.

14.5.1 When violations occur that endanger or threaten the safety or security of an employee, the supervisor shall immediately report the incident to the Superintendent or designee, who shall make necessary reports to law enforcement.

14.6- Any unit member who is concerned about communications from students, parents, or community members either directly or by an "electronic act" that are potentially threatening or defamatory shall bring those communications to the attention of his or her appropriate supervisor, so that they may be evaluated in light of legal requirements for an appropriate response. An "electronic act" is defined as the creation and transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to a message, text, sound, or image or an online / electronic post.

14.6.1 - Due to the ever-changing nature of the electronic age in which we live, section 15.6 will be reviewed for relevancy on a yearly basis.

14.7 - Any supervisor who has knowledge of a threat of bodily harm to a staff member or group of staff members shall promptly notify said staff member(s) and take appropriate action to protect the employee(s). The supervisor will also take action to notify the Superintendent or designee.

14.8 - All employees shall take immediate action upon being made aware that any person is in possession of an unauthorized injurious object on school grounds or at a school-related or school-sponsored activity. The employee shall use his/ her own judgment as to the potential danger involved and, based upon this analysis, shall do one of the following: confiscate the object and inform the appropriate supervisor or deliver it to the supervisor immediately, who shall take appropriate action and notify the Superintendent or designee.

14.9 - When absence is caused by an assault, a credible threat of an assault or injury that occurs within the scope of employment, the unit member shall be accommodated. The District shall grant the employee paid leave including but not limited to industrial or accident leave.

14.10 - Assaultive Behavior Training: Within two weeks (or as otherwise reasonably scheduled) of a unit member's assignment to work with students who have a history of assaultive behaviors, the unit member shall be trained in the management of assaultive behaviors. Should other unit members wish to be trained in the management of assaultive behaviors and the District agrees it would assist that unit members' job performance, the District will schedule and conduct the training as time permits.

14.11 - CAUSE shall appoint up to two members to serve on the District Safety Committee. The District Safety Committee shall distribute to all staff the minutes of safety meetings, which shall include the issues and steps being taken to achieve employee and student safety.

Article 14 agreed upon by CAUSE Classified and CUSD this 26th day of February, 2016.

CAUSE

Rudy Sarayea
Bandy Bell
Gayle Rasmus
J. Hitchner
Mike Toman

CUSD

Quanda R. Abbott
LL
Daniel F. Avast

CUSD	CAUSE
<p>—</p> <p>_____</p> <p>By: Diana Rigby, Superintendent</p> <p>and</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Dated: _____, 2018</p>	<p>_____</p> <p>By: J. Hotchner, CAUSE President</p> <p>and</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Dated: _____, 2018</p>