

MOUNTAIN VIEW – LOS ALTOS UNION HIGH SCHOOL DISTRICT



Negotiated Agreement

Between

California School Employees Association Chapter No.
527

And

Board of Trustees of the Mountain View-Los Altos
Union High School District

2018-2021

JULY 1, 2018 THROUGH JUNE 30, 2021

TABLE OF CONTENTS

	Page
ARTICLE I.....	6
AGREEMENT.....	6
ARTICLE II.....	7
UNIT RECOGNITION.....	7
A.7 B.7 C.7.....	7
ARTICLE III.....	8
MANAGEMENT RIGHTS.....	8
A.8.....	8
ARTICLE IV.....	8
EMPLOYER-EMPLOYEE RELATIONSHIPS.....	8
A.8.....	8
B.9.....	9
C.9 D.9.....	9
E.10.....	10
F.10.....	10
G.10.....	10
H.11.....	11
I.11.....	11
ARTICLE V.....	12
DEFINITIONS.....	12
A.12.....	12
B.12.....	12
C.12.....	12
ARTICLE VI.....	13
WAGES.....	13
A.13.....	13
B.14.....	14
C. Differentiated Training Stipend.....	15
D.16.....	16
E.16.....	16

F. 16.....	16
G.17.....	17
H.17.....	17
I. 18.....	18
J. 18.....	18
K.18.....	18
L. 18.....	18
ARTICLE VII.....	19
PROFESSIONAL GROWTH AWARDS.....	19
A.19.....	19
B.19.....	19
C.19.....	19
D.20.....	20
E. 20.....	20
F. 21.....	21
ARTICLE VIII.....	21
LEAVE POLICIES.....	21
A.21.....	21
B. 22.....	22
C.23.....	23
D.29.....	29
E. 29.....	29
F. 29.....	29
G.29.....	29
H.29.....	29
I. 30.....	30
ARTICLE IX.....	31
HOURS.....	31
A.31.....	31
ARTICLE X.....	31
HEALTH AND WELFARE.....	31
A.32.....	32
B. Cost Containment Committee.....	32
C.33.....	33
D.33.....	33
ARTICLE XI.....	36

TRANSFER POLICIES	36
A.36.....	36
B.36.....	36
C.37.....	37
D.37.....	37
ARTICLE XII	37
SAFETY	37
A.37.....	37
B.38.....	38
ARTICLE XIII	38
EVALUATION PROCEDURES	38
A.38.....	38
B.38.....	38
ARTICLE XIV	40
DISCIPLINE	40
ARTICLE XV	40
GRIEVANCE PROCEDURES	40
A.40.....	40
B.41.....	41
C.41.....	41
D.42.....	42
ARTICLE XVI	44
SUPPORT OF AGREEMENT	44
ARTICLE XVII	45
NO STRIKE CLAUSE	45
ARTICLE XVIII	45
COMPLETION OF AGREEMENT	45
ARTICLE XIX	45
SAVINGS CLAUSE	45

ARTICLE XX.....	46
CLASSIFICATION FACT-FINDING COMMITTEE.....	46
ARTICLE XXI.....	47
REIMBURSEMENT FOR PERSONAL PROPERTY DAMAGES.....	47
A.47.....	47
B.48.....	48
<i>CLASSIFIED SALARY SCHEDULE.....</i>	49
<i>CLASSIFIED EVALUATION FORMS.....</i>	50
<i>PERFORMANCE STANDARDS.....</i>	51
<i>CLASSIFICATION STUDY GROUPING.....</i>	52
DISCIPLINE.....	53

ARTICLE I

AGREEMENT

This Agreement made and entered into this 11th day of June, 2018, between the Mountain View-Los Altos Union High School District (hereinafter referred to as "District" or "Board") and the California School Employees Association, Mountain View-Los Altos Chapter 527 (hereinafter referred to as the "Association" or "Bargaining Unit").

Upon ratification and approval of both parties, this Agreement shall become effective July 1, 2018 and continue until June 30, 2021. In 2018-19, Articles VI (Wages), and one article of the Association's choice and one article of the District's choice may be reopened. In 2019-20, Article VI (Wages), one article of the Association's choice and one article of the District's choice may be reopened. Any other article may be reopened by mutual agreement of both parties. The parties shall endeavor to submit initial proposals in a timely fashion, consistent with the Educational Employment Relations Act.

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

MOUNTAIN VIEW-LOS ALTOS UNION HIGH SCHOOL DISTRICT

Joanna Plymale, Executive Board
Mountain View/Los Altos
Chapter 527

Fiona Walter, President
Board of Trustees

Jerry Fillingim, CSEA Labor Rep.

Nellie Meyer, Superintendent of Schools

Mike Mathiesen, Chief Negotiator for
Board of Trustees Negotiating Team

Other Members of Chapter 527
Negotiating Team:

Other Members of Board of Trustees
Negotiating Team:

Carol Johnson
Rose Russo
Elvis Lopez
Laura Padilla

Leyla Benson

ARTICLE II

UNIT RECOGNITION

A. Definition

The Association has been recognized by the Board of Trustees as representing all regular classified employees of the District with the exception of confidential, supervisory, and management employees as designated by the District. When used herein, the term "District" shall refer to the Board of Trustees, Superintendent, and all designated management personnel within the meaning of Division 4 of Title I of the Government Code, [Section 3540](#).

B. Bargaining Unit

The Bargaining Unit shall be comprised of all positions listed in [Appendix A](#).

In addition to the exclusions listed in A above, the following classified employees shall be excluded from the Bargaining Unit:

1. Hourly classified employees who work less than 15 hours per week.
2. Specifically excluded are all classified persons serving as temporary employees, short-term employees, substitute employees, and student employees. Included in the class of temporary employees are any non-certificated personnel employed to assist in the conduct of the co-curricular program, such as coaching assistants, etc. (Short-term employees are those persons who are employed to perform a service for the District, upon the completion of which the service required or similar services will not be extended or needed on a continuing basis.)

C. New Positions

All newly created positions, except those lawfully designated as certificated, management, confidential or supervisory, or otherwise excluded by this agreement, shall be assigned to the Bargaining Unit. (Disputed cases shall be submitted to PERB for resolution.)

ARTICLE III

MANAGEMENT RIGHTS

A. Rights, Duties, and Responsibilities

1. It is understood and agreed that the District retains all of its powers and authority to direct and control to the fullest extent of the law. Included in but not limited to those duties and powers are the rights to: supervise and direct the work of its employees and determine the method, means, and services to be provided; establish the goals and objectives of each of the several organizations as they pertain to the objectives of the District; determine numbers and kinds of personnel required to perform the tasks necessary to achieve those objectives; determine the classification of positions; maintain the efficiency of the District operation; build, move, or modify the facilities; develop and execute a budget; develop and implement budget procedures; determine the methods of raising revenues; transfer or contract for services. In addition, the District retains the right to hire, assign, evaluate, promote, terminate, and discipline employees and to take any action on any matter in the event of an emergency.

2. Exercise by the District of the foregoing rights, duties, and responsibilities; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion therewith shall be limited only by the specific and expressed terms of this contract and shall conform with the laws of the State of California and any other applicable laws or legal requirements. The District retains its right to amend, modify, or rescind policies, procedures, and practices referred to in this contract in case of emergency. An emergency exists when the safety of students and staff or the property of the District is endangered. Determination of whether or not an emergency exists is solely within the discretion of the District and is expressly excluded from the provisions of the grievance procedure in Article XIV.

ARTICLE IV

EMPLOYER-EMPLOYEE RELATIONSHIPS

A. Scope of Representation

The Association is responsible for the fair representation of all members of the Bargaining Unit as defined in Article II for all matters within the scope of negotiations as defined in law.

B. Consultation vs. Negotiation

1. Nothing in this Agreement shall restrain the District in the establishment of, and consultation with, committees and individuals about matters of concern outside of the scope of representation. The District and Association agree to consult and/or negotiate over job description changes as set forth in B-2 below. However, this Agreement specifically recognizes that meeting and negotiating on matters within the scope of representation shall be carried out only with the exclusive representative of the applicable bargaining unit.

2. **Job Descriptions**

Whenever the District determines that it desires to modify or amend any job description(s), the following procedure shall be utilized:

- a. The District shall notify the CSEA of its desire to change the job description(s). The parties shall meet to consult over the District's desired changes within five (5) days of notification.
- b. If the CSEA, upon the conclusion of one (1) consultation session, objects to the district's implementation of any changes and/or new job description(s), the District shall have the option, at any time, to offer its initial negotiations proposal regarding the new job description(s) and propose to negotiate over such job description(s). If the CSEA declines and waives negotiations over the job description(s), the District may implement the changes and/or new job description(s). If the parties negotiate over the changes and/or new job description(s), the District, in its sole discretion, may implement the proposed changes and new job description(s) on an interim basis pending the conclusion of the negotiations process and any subsequent agreement.

C. District Authority, Rights, and Responsibilities

Nothing contained herein shall be considered to deny or restrict the District of its rights, responsibilities, and authority under the California Education Code, Title V, of the Administrative Code or any other national, state, county, or local laws, policies or regulations.

D. Enforcement of Contract Agreement

The Association agrees that the enforcement and compliance with all procedures and provisions of this contract are binding on the District and equally binding on the Association and its unit members.

E. Conduct of Association Business

Any Association representative not assigned to a particular school or not employed by the District must secure permission from the site administrator before conducting any Association business or communicating with District employees in District facilities during working hours. Permission will be granted as long as the business being conducted does not interfere with the educational program of the District.

F. Association Business Days

The Association shall have sixteen (16) hours per month that may be used for District Committee meetings/association business. This time must be pre-approved by the District Office administration (Associate Superintendent of Personnel, Associate Superintendent of Educational Services, or the Superintendent of Schools).

G. Association Rights

The Association shall have the following rights in addition to any other rights contained in this contract.

The right to use without charge institutional bulletin boards, mailboxes, and the use of the school mail system and other District means of communication for the posting or transmission of information or notices concerning CSEA matters.

The right to use without charge institutional equipment, facilities, and buildings at reasonable times for the purpose of processing grievance matters related thereto.

The right to be supplied with a seniority roster of all Bargaining Unit members once a year by mutual agreement. This roster shall indicate the employee's classification and seniority in the District by date of hire in classification.

In addition, the District agrees to meet and negotiate up to five (5) members of the Bargaining Unit relative to the effects of layoff. Such negotiations shall begin prior to any notices being sent to affected employees; however, nothing herein shall preclude the District from implementing the layoffs following the 60-day notice regardless of whether such negotiations have been completed. The parties agree that such negotiations may be concluded, if necessary, following the layoffs. Such negotiations may include, but shall not be limited to: a) impact of such layoffs on remaining Bargaining Unit members, b) fringe benefit coverage of those employees laid off for thirty (30) days after date of layoff, and c) District handling of unemployment insurance claims.

The right to released time for two (2) employees who are CSEA chapter delegates to attend the CSEA Annual Conference.

H. **Distribution of Contract**

Within thirty (30) days after the execution of this contract, the District shall post the contract on the district's website and provide without charge a hard copy of this contract to any employee in the Bargaining Unit requesting such a copy. Any employee who becomes a member of the Bargaining Unit after the execution of this agreement shall be informed how to access a digital copy of this agreement and of his/her right to request a printed copy at any time.

I. **Agency Fee**

1. Any employee who is not a member of the Association or who does not make application for membership within thirty (30) days from the date of the first day of paid service under this contract shall pay to the Association a fee equal to the pro rata share according to state and local chapter dues.
 - i. The employee may authorize payroll deduction for such fee as provided above, or pay the entire service fee within thirty (30) days from the first day of service in the District.
 - ii. Any classified employee who works less than fifteen (15) hours per week shall be excluded from the above paragraph.
2. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section J.1.i above, the Association shall so inform the district, and the district shall immediately begin automatic payroll deduction as provided in Education Code 45168(b) and in the same manner as set forth in Section J.1 of this Article.
3. If, because of religious affiliations, an employee is prohibited from paying such fee, the assessment shall be deposited to the charity of his/her choice.
4. The District shall provide on written request from the Association not more than once each two-month period, a listing of newly employed unit members including position title, salary range, step, placement, FTE, location, ten, eleven or twelve-month assignment, and date of hire.
5. CSEA shall indemnify, defend, and hold the District, its officers and agents harmless from any and all claims, demands, or suits, or any other action arising from the operation of this Section J, Agency Fee.

ARTICLE V

DEFINITIONS

A. Regular Employee

A regular employee may be employed for ten (10) months, eleven (11) months, or twelve (12) months per year. A regular employee is considered to be one who has completed his/her probationary period, who works a full eight (8) hours per day, and who can be removed only for cause.

B. Part-time Employee

A part-time employee is a regular employee who works less than eight (8) hours per day. Such an employee must share the cost for all Health and Welfare benefits as defined in this contract, and all other benefits, stipends, and awards for such employees are to be accrued on a pro rata basis unless otherwise specified. Prorating is determined by the formula:

$$\frac{\text{Hours of Assigned Service/Day}}{8}$$

For determining monthly pay rates, the following formula will be used:
174 hours per month times hourly rate

Otherwise, a part-time employee has all rights and privileges of a regular employee in accordance with this contract.

C. Probationary Employee

An employee hired as other than temporary shall serve the first twelve (12) months in paid probationary status. If an employee's probationary period is interrupted by an unpaid break of more than five (5) days, the probationary period shall be continued until the employee serves a total of two hundred sixty-one (261) days in paid status.

If a probationary employee is placed in a new classification during his/her initial probationary period, the employee shall serve a new 261-day probationary period.

ARTICLE VI

WAGES

A. Salaries and Other Compensation

1. Basic wages will be paid in accordance with the classification assignment of the employee and the years of service in that position as shown in [Appendix A](#). Newly employed persons will be placed at a range consistent with the position for which employed and may be granted up to three (3) years of constructive credit based on previous training and experience. Appendix A illustrates the positions within the District by type of position and range.

2. Compensation

Ongoing compensation for the 2018-2019 school year shall be increased by 7.92% (2.0% salary schedule, non-recurring lump-sum payment based on the above schedule at 2.85%, increase in District's PERS payment for 2018-19 by 2.53%, increase in medical insurance premiums as percent of salary by 0.54%)

Unit members are entitled to basic salary in accordance with the Salary Schedule for the 2018-2019 school year, retroactive to July 1, 2018.

Finally, the parties have agreed that the District will pay increases in the composite rate premiums up to the highest cost HMO family plan offered by the District. Employees selecting a more expensive plan shall pay the difference in the premium between the more expensive plan and the highest cost HMO family plan.

Salary Contingency Language

BUDGETARY "LOOK-BACK" PROVISION

During the negotiations leading to the overall compensation increase for 2018-19 the parties reviewed the projections contained in the District's budget as those projections related to the District's ability to pay overall compensation increases. The "look-back" process allows the negotiations parties to compare the budgetary projections at the time of settlement with the actual figures at the end of the fiscal year. This exercise allows the parties to compare any major differences between the projected and actual figures, and allows the parties to use that new information for either adjusting compensation, or to apply that information to the successor wage negotiations. Variances in the projected versus the actual numbers will not require nor assume additional compensation.

(a) The negotiating parties reserve the right to improve the compensation for the 2018-19 school year, even if agreement on the amount of the increase, if any, is reached after July 1, 2019.

(b) The District agrees to clearly mark in the undesignated ending balance in the 2018-19 budget money not spent in the 2018-19 due to unrestricted, undesignated carryover, to unanticipated increased property taxes or to savings realized through spending reductions. Prior to expending funds, the District agrees to consult with the Association. During negotiations in 2019-20 any undesignated funds may be considered for additional compensation. In addition, the District will provide CSEA a separate comparison of the projections versus the actuals for: local property tax revenue; all reserve accounts; annual general expenditures; and ending balances. The District will provide a brief written explanation for any major variances.

In the event the district does not qualify as a basic aid district, or that requirements change which would reduce the district's projected total revenue from revenue limit sources, or that changes or errors occur in the manner in which property taxes are collected or distributed to the district, the contract articles dealing with salary and benefits shall be reopened for negotiations. If this occurs, any scheduled wage improvement over the prior year shall be suspended pending the outcome of such negotiations.

If the district receives any new sources of unrestricted income, the district agrees to disclose and converse with the Association about this increase. The Association and/or the district may then decide to reopen the contract for salary and benefits.

3. The annual step increase and any negotiated salary increase will occur for each employee on July 1, or when otherwise agreed hereto, when an employee has been employed in the District at least six (6) months prior to June 30 of that year.
4. In the event of a reclassification to a higher range, the employee will be placed so that at least a five percent (5%) increase in basic wages is realized. In the event of an administrative reorganization where an employee is reclassified to a lower range, the employee's wage rate will be frozen at the rate of the previous classification until the rate of the new classification equals or exceeds the current wage rate of the employee.

B. Merit Pay

A permanent employee who has completed at least one year of service in the District is eligible to receive Merit Pay upon the recommendation of the designated site administrator responsible for his/her annual evaluation. The recommendation will be made by the evaluator at the conclusion of the annual evaluation process. If Merit Pay is not given, the evaluator will note the reasons on the evaluation form.

Merit Pay 1 shall be \$58.25 per month for full-time employees and shall not be prorated for employees on fractional assignments. This increase in salary will commence on July 1 of the following work year.

If the employee receives Merit Pay 1 for two consecutive years, during the third year the award will increase to \$116.50 (Merit Pay 2).

Merit Pay will be maintained so long as the employee qualifies for this pay.

The Merit Pay stipend will be adjusted each year with the same percentage increase as the salary adjustment.

If an employee changes classification or moves into a new position, any earned Merit Pay shall be carried over for a period of one year. At that time, the employee will have a one-year grace period but will need to meet the criteria for Merit Pay in the second year of the new position or classification in order to continue with Merit Pay.

This section and the evaluation itself are non-grievable. However, if a unit employee feels there has been an abuse of discretion, the unit member may appeal to the Superintendent or his/her designee.

C. Differentiated Training Stipend

Regular unit members have the opportunity to earn a stipend equal to one range higher on the salary schedule (pro-rated to the percentage worked) for being required to utilize or apply a skill not required by the job description of their current classification. In order to be considered eligible, individuals who are recommended for this stipend must meet the following criteria:

- the unit member must meet the current educational requirement for the position
- the employee should currently be on or have completed one year on column E of the salary schedule. Exceptions are at the discretion of the administration.

Specific tasks performed in any classification may differ from others in the same classification. Factors that will be used to determine award of the stipend will include

- relative nature of duties performed,
- difficulty, complexity, variety, and specialized knowledge or skills required,
- independence of action and decision used to perform duties, and
- ongoing nature of an assignment requiring daily application and use of the above mentioned factors.

The stipend will cease at the point that the above mentioned criteria is no longer met. Individuals may be recommended for a stipend by their supervisor or administrator or by initiating a request for such consideration. Each request will be reviewed by a site administrator and the Associate Superintendent for Personnel on an annual basis. The

Associate Superintendent for Personnel will make the final determination. His/her decision shall be final and binding, and shall not be subject to any grievance procedure.

Beginning July 1, 2017, the differentiated training stipend shall be set at the uniform rate of \$200.00 per month for a regular full-time employee, prorated for part time status.

D. Summer School Work

At times, the District may elect to offer a summer school program in addition to the regular school year programs. Summer school programs may require additional bargaining unit work. Additional bargaining unit work created by the summer school program will be deemed temporary and paid at the appropriate range and column for the individual unit member selected to perform that work. When bargaining unit work is required by this program, the District will accord hiring preference to qualified (as determined by the District) regular unit members who are currently serving in the needed classification. If no qualified regular bargaining unit member expresses an interest in this additional work, the District may hire non-bargaining unit employees for this temporary work.

E. Working Out of Classification

On occasion, an employee may be required to perform duties not described in his/her job classification. However, when an employee is reassigned in such a fashion that he/she is working out of his/her classification for five (5) days or longer within a fifteen (15) day time period, the employee is entitled to the wages of the position to which actually assigned for that period. Those wages will be determined such that the employee realizes at least a five percent (5%) increase in pay for the period of time assigned out of class. In no event, however, will the pay exceed the maximum rate defined in the salary table for that new assignment.

F. Night Differential

All 8 hour (full time) classified employees whose work day commences between 1:00 and 3:59 p.m. shall receive differential pay equal to two and one half percent (2.5%) of their current salary during the time they are assigned to that workday. All classified employees whose workday commences at 4:00 p.m. or later shall receive differential pay equal to five percent (5%) of their current salary during the time they are assigned to that workday.

Where there is a position that requires the employee to return after 4:00 p.m. that shift assignment is to receive the differential for the later shift.

G. Overtime

In cases of emergency, employees may be called back to work. The individual employee most qualified to alleviate or modify the emergency will be selected and called back. The overtime payable for callback will be for a minimum of two (2) hours.

1. Any employee who is required to work in excess of eight (8) hours on any day during a week is entitled to one and one-half (1 ½) times the employee's established hourly wage rate for the actual hours worked in excess of eight (8). Any employee who is required to work in excess of forty (40) hours per week is entitled to one and one-half (1 ½) times the employee's established hourly wage rate for the actual hours worked in excess of forty (40). When a four day workweek of ten hours per day is established per [Board Policy 4213.1](#), overtime of one and one-half (1 ½) times the employee's established hourly wage shall be paid for all hours worked in excess of ten (10) and/or in excess of forty (40). The employer will seek necessary overtime personnel through volunteers and, to the extent possible, will distribute necessary overtime equally.
2. If a part-time employee works on a Saturday or Sunday but has not worked forty (40) hours in the preceding week, the employee is entitled overtime payment at the rate of one and one-half times (1-1/2) the hourly wage rate for the actual hours of service.
3. Any employee required to work on a legal holiday will be reimbursed at one and a half (1-1/2) times his/her hourly base wage rate for the hours of service in addition to his/her regular hourly pay.
4. Where legal, all overtime premium pay provisions shall be suspended during an emergency declared by the District.

H. Longevity

After an employee's seventh (7th) consecutive year of uninterrupted employment in the District, a regular employee is eligible for longevity pay per annum commensurate with his/her fractional assignment as shown commencing the month following the beginning of his/her eighth year of service:

After Year Pay	7 \$1,051	10 \$2,108	13 \$3,160	16 \$4,215	19 \$5,267
After Year Pay	22 \$6,196	25 \$7,375	28 \$8,429		

The Longevity stipend will be adjusted each year with the same percentage increase as the salary adjustment.

I. Compensatory Time

At the request of the employee, the District may grant compensatory time off in lieu of compensation for additional hours of overtime worked. The determination shall be made by the site principal and/or District administrator if compensatory time will be granted. The employee must receive prior approval before accruing compensatory time.

If a determination to grant compensatory time off is made, the District, Administration (Principal-District level) and the unit member shall endeavor to agree upon a time when the compensatory time may be taken. If no agreement can be reached, the decision of the District shall be final. In any event, the compensatory time off shall be used within the school year that the compensatory time was earned or the District shall pay the unit member for all hours in excess of forty (40) at the end of the school year.

J. Use of Private Vehicle

If the District requires an employee to use his/her private vehicle during and on District time and business, the employee is entitled to reimbursement at a rate not to exceed the rate allowed by the Internal Revenue Service for the year in which the travel occurs.

K. Payroll Deductions

1. Mandatory deductions from an employee's gross pay will be made for Federal and State Income Withholding Taxes, Old Age Survivors and Disability Insurance System, and The Public Employees' Retirement System.
2. Voluntary deductions from the employee's pay may be authorized in writing for payments to credit unions, tax-sheltered annuities, Association dues and fees, and tax-exempt charitable institutions that are approved by the District.
3. Involuntary deductions may be made during the time an employee is on leave in an unauthorized absence status.

L. Pay Warrants

1. Pay warrants will be available for employees on the last working day of the month, or the day on which the warrants are available to the District from the County Superintendent of Schools office.
2. The District may suspend all provisions of this article in the event of an emergency.

ARTICLE VII

PROFESSIONAL GROWTH AWARDS

A. Philosophy

The programs and services of our District provide the community with opportunities for individual development and life-long learning. To ensure the growth of quality education as a continuing and diverse process, we must recognize and value all individuals within the District as vital contributors to the achievement of that growth. Based upon this principle, a Professional Growth Program has been implemented for classified employees.

As active elements in the realization of institutional goals and objectives, classified employees must be instrumental in creating and promoting an atmosphere conducive to the concept of life-long learning. To help foster this spirit, classified employees are encouraged to broaden their personal and educational experiences. When opportunities for personal enrichment, professional growth, and community understanding are frequently utilized, individual staff members can develop a more positive understanding of themselves, their role in the organization, and the organization's role in the community and therefore can respond more effectively to the need of the students and community to be served.

B. Purpose

The purpose of the Professional Growth Program is to provide a plan for classified personnel that encourages participating in course work, in-service training, conferences, committee work, and other appropriate activities.

C. Program Objectives

The specific purposes for which a Continuing Education Program may be undertaken are listed as follows:

1. Improve skills or knowledge required by the current position, outlined as part of the job description.
2. Acquisition of new skills or knowledge to qualify for a promotional position in the District as listed in the job description of that position.
3. Completion of requirements for a degree or certificate that relates directly to employee's current position or is aimed at a promotional position within the District as determined by the supervisor and, based upon the specific plan, developed cooperatively.

D. Professional Growth Award

The District will add Masters (to include Bachelor's degree at the rate of \$1582 - but only one stipend, Doctorate, Masters or Bachelors, will be issued annually. Pay the highest level degree) in accordance with the rates established on the DTA salary schedule. Member to verify before July 31 2019 with proof - official transcripts - for application to 2019-2020 pay.

A professional growth award of \$652 may be earned upon completion of the equivalent of five (5) continuing education units. A maximum of five (5) awards (\$3,260) may be earned/awarded in any one year. The professional growth award shall not be pro-rated for employees on fractional assignments. The award is payable when earned. Employees in probationary or temporary status are not eligible for this award. Probationary employees, however shall be paid any professional growth award earned while in probationary status upon becoming permanent.

The professional growth award will be adjusted each year with the same percentage increase as the salary adjustment.

E. Continuing Education Program Activities

Continuing education units may be earned as specified below.

Continuing Education Program activities for formal courses taken at a four-year college, a community college, specialty school:

1 Quarter unit = 3 CEU's
1 Semester unit = 5 CEU's

Workshops, conferences, adult education, or other outside workshops:
3 hours of attendance = 1 CEU

Workshop Leader
3 hours of leading = 1 CEU

CEU's will be given for the completion of college, adult education, and specialty school (business or trade), workshops and courses that meet the specific requirements of the individual's approved program plan. All work completed relative to the specific approved plan must be verified. With prior approval, credit will be awarded.

To receive credit, these activities shall not be paid for by the District and/or sponsored by an employee organization to train or orient for collective bargaining purposes unless so directed by the Board. With prior approval, credit will be awarded.

Attendance and participation in these activities must be outside of the regular workday.

F. **CEU Form**

A form, supplied by the Personnel Office, shall be used by the employee to develop his/her continuing education plan/program in consultation with the supervisor. The program, or segment, shall then be submitted to the District for administrative approval.

ARTICLE VIII

LEAVE POLICIES

WORK CALENDAR: THE DISTRICT AGREES TO HOLD HARMLESS 10-MONTH EMPLOYEES REGARDING THE 2 DAYS (NOVEMBER DAY BEFORE THANKSGIVING AND MARCH RECESS DAY) THAT WERE ADDED TO THE DISTRICT CALENDAR STARTING THE 2018-19 SCHOOL YEAR WHERE STUDENTS ARE NOT PRESENT. MOVING FORWARD, STARTING 2019-2020 THE DISTRICT WILL ENSURE NO DEDUCTION OF PAY OR ACCRUED LEAVE FOR THESE TWO DAYS.

A. **Holidays**

All holidays will be shown on the classified employees' calendar, which will be constructed and issued by the District prior to June 1.

1. Legal Holidays

Legal holidays are those prescribed by the Education Code and will be provided for in the District classified service calendar for the year. Each employee is entitled to the following holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day and the day following, Christmas Day, and Martin Luther King Day. In addition, Lincoln's Day, Washington's Day, Memorial Day, and Veterans' Day, in lieu of specified holidays, plus one day in lieu of Admissions Day are holidays granted which shall provide for at least three (3) three-day weekends.

2. Local Holidays

Classified employees are entitled to five (5) local holidays per year, four (4) to be calendared during the Christmas Holiday period and one (1) assigned by the District.

B. Vacations

1. Scheduling Process

A. Employees are encouraged to use all of their accrued vacation each year. To ensure equity and fairness to all employees and to foster mutual agreement on scheduling vacation days all permanent unit members shall submit a vacation request to his/her site principal or District administrator. The scheduling administrator shall respond within 30 calendar days.

1. For 10 and 11 month employees this vacation request shall be submitted by October 1st and include all the days scheduled to be taken, those to be paid off according to subsection 3 below, and any request for carryover into subsequent school year.

2. For 12 month employees this vacation request shall be submitted by May 1st and include all the accrued vacation days either as days to be taken or as carryover into the subsequent school year.

B. Only with District approval in writing may accrued vacation be carried over to the following fiscal year. Carry over vacation time must be used no later than the year following the one in which it was earned. The employee shall designate the use of this carryover vacation in his/her annual vacation request that is to be submitted by October 1st as outlined above.

C. The administration will provide the means for unit members to submit such vacation requests. Vacation time shall be granted during the year provided it is not disruptive to the operation of the District. Priority shall be given to vacation applications submitted on or before the deadlines noted above. Once the schedule is agreed upon, it is fixed unless mutually agreed otherwise. In fixing that schedule the district shall make every reasonable effort to accommodate the employee's request. Any scheduling of days, including carryover, that cannot be mutually agreed upon by the administrator and the unit member shall be scheduled by the district.

2. Vacation Accrual

Commencing with the year of employment indicated below, each regular, full-time employee will earn vacation according to the following schedule:

Ten-Month Employees	Eleven-Month Employees	Twelve-Month Employees
Year 1-5 10 days per year	Year 1-5 11 days per year	Year 1-5 12 days per year
Year 6-9 13 days per year	Year 6-9 14 days per year	Year 6-9 15 days per year
Year 10-15 18 days per year	Year 10-15 19 days per year	Year 10-15 20 days per year
Year 16+ 22 days per year	Year 16+ 23 days per year	Year 16+ 24 days per year

For the purpose of this section, an employee must complete five (5) full years of service from the date of hire. The increased accrual rate will become effective on the first day of the month following the fifth anniversary date. Probationary employees may use vacation leave for any days actually accrued, subject to the scheduling process set forth in this article.

3. Vacation Payoff

Any unused accrued vacation will be paid off at the conclusion of the fiscal year in which it was earned for ten (10) month employees and in the following fiscal year for eleven (11) and twelve (12) month employees.

4. Summer School Work

Non-twelve-month regular unit members shall accrue one day of vacation and one day of sick leave prorated by FTE for completing summer session classification work if that work falls outside of their work year. While sick leave may be used during summer school, vacation time may not be used during summer school. All summer school work is recognized as temporary employment by the Association for non-twelve month employees working outside of their regular work year.

C. Sick Leave

1. Leave of Absence, Illness

All full-time regular employees will accrue sick leave at the rate of eight (8) hours sick leave per month of service. Such sick leave may be accrued from year to year without limit. For cause, stated in writing, any unit member who is absent by reason of illness or injury for more than five (5) consecutive days, or where a pattern of irregular attendance is evident, may be required to provide a licensed medical practitioner's statement specifying the illness or injury and/or the practitioner's statement of approval that the unit member is able to render full and complete service to the district. At its discretion and expense, the Board may also designate a licensed medical practitioner for the purpose of providing such a statement.

2. Industrial Accident or Illness Leave

If an accident/illness is incurred during the course of an individual's employment, the individual is entitled to sixty (60) working days per year of industrial sickness leave without loss of pay, commencing the first day of absence on which the employee becomes so disabled. Payment for such days, when added to worker's compensation award, will not exceed the employee's regular daily wages. Such leave is not accumulated beyond a fiscal year.

3. Extended Sick Leave

A unit member absent from duty for reasons of illness or accident for a period of five (5) months (100 school days) or less from the date of the expiration of the unit member's accumulated sick leave and all vacation time, during which period full pay is authorized, shall receive differential pay provided the district has received written notification from a medical practitioner that he/she is unable to work for that duration of time. As allowed by Education Code 44983 the differential pay shall be fifty percent (50%) of the unit member's daily rate. The five (5) month period will take cognizance only of any legal holidays which may be within the five (5) month period.

4. Leave to Care for a Child, Parent, or Spouse/Domestic Partner

In any school year unit members may use up to a maximum of one half of the sick leave that is credited that year under section C, paragraph 1 above to attend to the illness of the unit member's child, child of domestic partner, parent, or spouse/domestic partner. The provisions of section C.1 and Board Policies apply to a unit member's use of sick leave to attend to an illness of the member's child, parent, or spouse/domestic partner and are in addition to Personal Necessity Leave.

As used in this section, "Child" means a biological, foster, adopted child, a stepchild, a legal ward, a child of a domestic partner or a child of a person standing in loco parentis.

"Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

This section does not extend the maximum period of leave to which a unit member is entitled under the Family and Medical Leave Act of 1993 ([FMLA](#))(29 U.S.C. Section 2606, et seq.), the California Family Rights Act ([CFRA](#))(Government Code Section 12945.2) and District policies implementing these Acts regardless of whether the unit member receives sick leave compensation during that leave. Unit members should contact the personnel department for information about their specific rights under FMLA and CFRA laws.

Non-Portable Leave Days for Parental and Extended Catastrophic Illness or Extended Medical/FMLA Leave

A unit member whose accrued sick leave has been exhausted as a result of taking parental leave shall receive up to ten (10) days of non-portable personal necessity leave, granted on the basis of one (1) day of leave for every five (5) days of leave consumed in a pregnancy-related disability leave. Upon the unit member's return from leave the additional leave will be credited to a unit member's account.

Fifty Percent Pay Differential

When a unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from duties on account of parental leave pursuant to this contract and Government Code Section 12945.2, the unit member shall be compensated at no less than fifty (50) percent of his or her regular salary for the remaining portion of the 12-workweek period of parental leave.

Greater Benefits Under Collective Agreement

This parental leave provision shall be construed consistent with Education Code Section 45196.1, California Government Code Section 12945.2, and the federal Family Medical and Leave Act, but shall not be construed as limiting the greater parental leave rights granted to unit members under this collective agreement.

Coordination of Parental and Pregnancy Related Disability Leave

Pregnancy-Related Disability Leave taken pursuant to this section shall not run concurrently with Parental Leave taken pursuant to Section 12945.2 of the Government Code. The aggregate amount of Parental and Pregnancy-Related Disability Leave taken pursuant to this section and Section 12945.2 of the Government Code shall not exceed the combined 20 workweeks (12 + 6/8) in a 12-month period. The intent of this language is to ensure consecutive addition of medical maternity and FMLA provisions.

Medical Verification

The length of time a unit member's pregnancy-related disability shall be determined by a written statement from a licensed medical practitioner indicating the onset and termination of the period of time when the unit member is subject to a pregnancy related disability as defined in this agreement.

5. Sick Leave Donation Program

On a case-by-case basis and with mutual agreement of the Association and the District, any employee may donate accumulated and unused eligible leave credits to another employee when that employee or a member of his or her family suffers from a catastrophic illness or injury.

Definitions

"Catastrophic illness" or "injury" means any illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family, and that incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off from work creates a financial hardship for the employee because the employee has exhausted all accessible sick leave and other paid time off.

"Eligible leave credits" means sick leave accrued to the donating employee under Article VIII C 1 of this agreement. One (1) full day of eligible leave credit shall equal one day of usable leave to the receiving party.

"Family members" shall be as defined in Article VIII D. 1 of this agreement for bereavement leave.

Eligibility

Eligible leave credits may be donated to an employee for a catastrophic illness or injury if all of the following requirements are met:

The employee who is, or whose family member is suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic injury or illness as required by the District.

The District determines that the employee is unable to work due to the employee's, or his or her family member's catastrophic illness or injury.

The employee requesting donation of sick leave has exhausted all accessible accrued paid leave credits, including differential leave for classified employees, if the employee is requesting catastrophic leave for his/her illness or injury.

Procedure

An employee who wishes to receive the catastrophic illness benefit must request

in writing to the Association and District that sick leave donations be solicited on his or her behalf. The request must be accompanied by a verification of the catastrophic injury or illness.

Donations will be solicited by a joint announcement of the Association and District on behalf of an individual who meets the requirements for this benefit.

The employee who volunteers to donate sick leave must donate in minimum increments of one (1) full-time equivalent day of leave credit.

The maximum amount of time that the recipient employee may use donated leave credits shall not exceed twelve (12) consecutive months per illness, recurrence or injury. Donated leave credits must be used consecutively. A recipient of donated leave may not alternate between paid and unpaid status.

An employee who receives paid leave pursuant to this section shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this catastrophic illness benefit.

Donated leave credits shall be used in the order donations are received. However, one day of leave will be used from each donor before a second day is utilized from any other donor. This sequential process will be repeated for all donation rounds thereafter. All transfers of eligible leave credits shall be irrevocable. However, any leave not used within twelve (12) months of donation, will revert to the donor(s).

The recipient shall be paid at her or his regular rate of pay.

The District may adopt rules and regulations for the administration of this benefit as long as the regulations do not conflict with the specific provisions of the collective bargaining agreements. Such rules and regulations will be submitted to the Association for review prior to implementation.

Any entitlement to family leave under the federal Family and Medical Leave Act and a California Family Rights Act will run concurrently with the leave created by donations.

If PERS determines that any provisions of this policy are inconsistent with PERS rules and regulations, the provision shall be re-opened for negotiations.

6. Pregnancy Disability Leave

A unit member may use sick leave and/or extended sick leave for disability due to pregnancy, childbirth, or related medical conditions, miscarriage, abortion, and recovery therefrom.

The length of pregnancy disability leave, including the date on which the leave shall begin and the date on which the unit member is no longer disabled because of pregnancy and shall return to work, shall be determined by the unit member and the unit member's physician.

Before returning to work from a pregnancy disability leave, the unit member shall obtain a "return to work" certification from her health care provider stating that she is able to resume her job duties.

Pregnancy disability leave shall not be granted to provide periods of convalescence beyond disability prior to or following childbirth. Pregnancy disability leave shall not be granted to provide childcare.

7. Maternity/Paternity Leave

During each school year, a unit member may qualify for parental leave up to a period of 12 workweeks.

For purposes of this section, "parental leave" means leave for reason of the birth of a unit member's child, or the placement of a child with a unit member in connection with the unit member's adoption or foster care of the child.

Parental leave is without pay; however, unit members may use any accrued sick leave and/ or vacation during this period. A one-time restoration sick leave up to 10 days following the use of parental leave if all accrued sick leave is exhausted.

This 12-workweek period does not include any leave for pregnancy-related disability; nor shall parental leave in this section be limited by or intermixed with "Leave to Care for Child, Parent or Spouse".

Pregnancy Related Disability Leave

In addition to the 12-workweek parental leave unit members will be entitled up to and additional six (6) weeks of leave for a vaginal birth and eight (8) weeks of leave for Cesarean birth without pay for a pregnancy-related disability. For purposes of this agreement "pregnancy-related disability" means any disability caused or contributed to by pregnancy, miscarriage, or childbirth, and preparation for and/or recovery from childbirth that is supported by appropriate medical certification. A unit member may use any portion of accrued sick leave or sick leave differential (Extended Leave) for this period of leave.

8. Quarantine

In the case of official quarantine at the unit member's place of residence, the unit member will be allowed full pay during the period of enforced quarantine even though this exceeds the unit member's accumulated sick leave.

D. Bereavement Leave

An employee is entitled to three (3) days of bereavement leave or five (5) days (per death) if the employee must travel out of state due to the death of a member of the employee's immediate family. This is to be without loss of pay and will not be charged to any other authorized absence.

1. Immediate Family

A member of the immediate family is defined as an employee's spouse/domestic partner, mother, father, grandmother, grandfather, son, daughter, son-in-law, daughter-in-law, grandchild, sister, or brother of the employee or of the employee's spouse/domestic partner, and any relative living in the immediate household of the employee. Bereavement leave for other relationships not defined above may be authorized at the discretion of the superintendent or designee.

E. Jury Duty or Witness Service

An employee when called to jury duty or subpoenaed to appear as a witness shall serve without loss of pay. However, the per diem allowance will be reimbursed to the District. The employee may keep any mileage allowance authorized. Such leave is not chargeable to any other authorized absences.

F. Military Leave

A member of the Reserve or National Guard may serve his/her active duty or training as provided by law.

G. Conferences

Absence to attend a conference required by the district whose purpose is to enhance the employee's job performance is dependent upon District approval and is not chargeable to any other entitled absences. The employee is entitled to reimbursement for travel, registration, lodging, and meals while at the conference.

H. Personal Necessity Leave

1. Each unit member is authorized to use a maximum of seven (7) days of sick leave per school year for reasons which are personal, necessary, and cannot reasonably be disregarded by the unit member. Such leaves may not be used: (1) solely for an

extension of a weekend, a school holiday, or a school recess period; (2) in lieu of vacation or holiday period; (3) for a recreational activity; (4) for an avocational interest or employment; (4) for a search for other employment; (6) for business of the Association; or (7) for any other instance deemed by the Superintendent not acceptable as personal necessity. Use of leave for this reason shall not exceed five (5%) of unit members at any one site on any scheduled work day.

2. Each unit member utilizing personal necessity leave shall be responsible for providing advance notice of at least two days when possible to his/her supervisor. In addition, each unit member shall complete the absence report form verifying the leave was taken for personal necessity as defined above.
3. The District administration will not inquire into the specific reasons for use of personal necessity leave except upon reasonable suspicion of misuse. A unit member may be subject to disciplinary action up to and including loss of pay for days taken for misuse of personal necessity leave.

I. General Leave

1. Long Term

The District may grant a leave of absence without pay for a period of one (1) year for an employee to pursue appropriate training in new skills, or other reasons, if it determines the leave to be in the interest of the District. Leave may also be granted for child rearing purposes not to exceed six (6) months.

2. Short Term

An administrator may grant up to two (2) days leave upon request. Leaves in excess of two (2) days shall be approved by the Superintendent or designee. Such leaves will be without pay provided the employee has expended all accrued vacation time.

3. Part-time Employees

Part-time employees shall receive leaves and other benefits provided for under this Article on a pro rata basis according to the formula established in Article V, Section B, wherever such prorating is authorized by applicable law.

4. Fringe Benefits

Eligible employees on long-term leave may continue participation in the District's medical and dental program by paying the premium costs to the District Business Office on a quarterly basis. Premium payment for the first quarter shall be made

within thirty (30) days prior to the effective commencement date of the leave granted. This is contingent upon carrier approval.

ARTICLE IX

HOURS

A. Workday

The normal working day is eight (8) hours duration. The starting time and ending time for the workday will be set by the administration as outlined below and can be changed at any time by mutual agreement. Additionally, starting and ending times for the work day may be modified by the supervisor or District Administrator to meet the demonstrated operational needs of the District during the normal workday by complying with the following terms:

1. One schedule change per unit member, per school year-either in the beginning of the school year or the beginning of second semester.
2. Notification to the member and CSEA prior to the proposed change on or before June 1st for the beginning of the new fiscal year, or on or before November 15th for the second semester of the school year.
3. CSEA shall be notified prior to any “mutual agreements” that may result in the change of starting and end times for a unit member.

During an emergency, starting and ending times may be modified as needed by the supervisor or District Administrator.

Unit members who work more than three and one-half hours in a workday must be provided one 15-minute rest period. For those working more than 4 hours in a day, an additional 15-minute break must be provided for each major fraction of additional four hours worked. For purposes of this agreement, any major fraction of additional four hours worked is defined as in excess of 2.5 hours. Lunchtime is not included in the authorized (8) hours. The times at which lunch or rest periods are authorized will be designated by the supervisor, as near the mid-point of the work shift as possible.

ARTICLE X

HEALTH AND WELFARE

A. General Information

1. For the duration of this Agreement, the District agrees to make available medical, dental, and vision programs. Any changes in carrier or levels of benefits included, except as mandated by the carrier, shall be made only upon mutual agreement of the parties during the term of this Agreement.
2. Any changes in plans provided under this section, including information as to when unit members may change coverage from one plan to another, will be provided by written notice distributed to all work locations within three (3) weeks after the District receives notification from the carrier.
3. An open enrollment period, during which unit members may elect a benefit or change carriers, shall be provided each year. The open enrollment period and enrollment requirements shall be in keeping with carrier policies.
4. Part-time unit members shall be eligible to participate in the medical, dental, and vision programs per the terms of the contract with each carrier. The district contribution to the cost of the coverage elected shall be in the same proportion that the unit member's contract bears to the district contribution for a full-time contract (e.g., for a unit member with a sixty percent (60%) assignment, the district shall contribute sixty percent (60%) of the district maximum contribution of the cost of programs in which he/she elects to participate).
5. A unit member may choose to be covered under the District's programs as either a prime subscriber or as a dependent but shall not be covered as both. However, the District shall not be obligated to cover married couples/domestic partners as prime subscribers in the same plan if to do so would cause additional cost to the District. Nothing in this provision shall result in a unit member receiving less benefits than he/she would otherwise be entitled to if he/she were the prime subscriber.

B. Cost Containment Committee

1. A cost containment committee formed with participation of the district, the DTA and CSEA will review and monitor the health care needs of the district's employees and the current trends in the health care industry.

The purpose of the committee is to provide a source for discussion of problems, needs and attributes of the current health care benefit package as well as possible modifications or improvements to the package. Mutually acceptable cost containment suggestions may be submitted to the Board and the Associations for appropriate action. The parties agree that suggestions approved by the Board and the Association may be implemented mid-term during this Agreement.

The District will offer a high deductible Health Savings Account (HSA) option beginning December 1, 2017, for both Option 2 of Cigna Plan and Option 7439 of the Kaiser Plan. The District will contribute annually to each unit member's HSA the equivalent of the maximum out-of-pocket expense for the unit member's HAS (\$3,400 for individual and \$6,750 for family), up to the maximum allowed by the IRS for the individual and family for the benefits year 2017-18. Unit members may elect to continue with the current non-HSA plan options, and shall not be required to participate in the high deductible HSA plan.

The District will make its contribution twice each year to a unit member's Health Savings Account, beginning in January of each calendar year.

A unit member's Health Savings Account contributions may be advanced, on an individual basis when necessary, by submitting a written request to the District Business Office.

Beginning January 1, 2019, the District will increase the dental insurance coverage from a maximum of \$1,500 to a maximum of \$2,000.

C. Death Benefits

In the event of the death of a unit member, his/her beneficiary named on the "Affidavit of Designation to Receive Warrants" shall be paid death benefit of one (1) month's salary in addition to salary earned at the time of death. This benefit shall be paid within thirty (30) days of notification of the unit member's death. The benefit will apply to all unit members who are on an approved leave from the District under Article VIII of the Collective Bargaining Agreement. Unit members who are on leave under the provisions of Article VIII, "General Leave," will not be entitled to the death benefit.

D. Retiree Health Benefit

The District will continue to offer eligible retirees health benefits pursuant to Governing [Board Policy 4254](#) and the ability to earn up to the annual PERS maximum.

1. Eligibility

There are three levels of coverage described below. Each of the eligibility criteria in a given level must be met by a unit member in order to be eligible for coverage at that level.

Level I – Ten (10) years of health benefit coverage or until age 65, or until the employee becomes eligible for another public health insurance program, whichever occurs earlier.

1. Be employed by the District on the effective date of retirement.
2. On the effective date of retirement from the district according to the official records of the District, the unit member shall be at least 54 years, 6 months of age, and not yet 65 years of age prior to July 1, the year the program is commenced.
3. Have attained the age of 55 as of June 30, 2014 while working for the district and have completed 10 years of consecutive service in the District; or have completed 20 years of consecutive service in the District as of June 30, 2014.
4. Are eligible to participate in the District's Health Plans and currently enrolled at the time of retirement.
5. The unit member must be eligible to retire under PERS and must actually retire under PERS before receiving this benefit.

Level II – Seven (7) years of health benefit coverage or until age 65, or until the employee becomes eligible for another public health insurance program, whichever occurs earlier.

1. Be employed by the District on the effective date of retirement.
2. On the effective date of retirement from the district according to the official records of the District, the unit member shall be at least 54 years, 6 months of age, and not yet 65 years of age prior to July 1, the year the program is commenced.
3. Have attained the age of 45 to 54 as of June 30, 2014 while working for the District and have completed 15 years of consecutive service in the District; or have completed 12 years of consecutive service in the District as of June 30, 2014.
4. Are eligible to participate in the District's Health Plans and currently enrolled at the time of retirement.
5. The unit member must be eligible to retire under PERS and must actually retire under PERS before receiving this benefit.

Level III – Five (5) years of health benefit coverage or until age 65, or until the employee becomes eligible for another public health insurance program, whichever occurs earlier.

1. Be employed by the District on the effective date of retirement.

2. On the effective date of retirement from the district according to the official records of the District, the unit member shall be at least 60 years of age, and not yet 65 years of age prior to July 1, the year the program is commenced.
3. Have 20 or more years of full time consecutive service in the District; or have 20 or more years of at least half-time or greater consecutive service in the District for pro rata coverage of premiums as outlined below. If a unit member who has previously served at least half time enters the program as a full time participant due to increased hours, he/she must have served at least five (5) consecutive years immediately preceding entry into the program at full time status in order to qualify for full time coverage.
4. Are eligible to participate in the District's Health Plans and currently enrolled at the time of retirement.
5. The unit member must be eligible to retire under PERS and must actually retire under PERS before receiving this benefit.

2. District Health Plan Participation

Immediately prior to retirement, the unit member must be participating in the District health plans selected under this article of the Negotiated Agreement. If retiree moves from the offered carriers' service area as defined for active employees, the maximum contribution by the District consistent with other provisions of this Article shall not exceed that paid for an active employee.

3. Terms and Conditions

Eligible unit members may participate in the retiree health benefit program
Subject to the following terms and conditions:

1. Length of Participation;
As defined in D.1 above

2. District's Premium Contribution

[Board Policy 4254](#) will be implemented so that the District will pay the same pro rata share of the retired unit member's premium as the District was paying immediately before the unit member's retirement.

3. Availability of Health Insurance from Another Employer

To participate in or continue to participate in the District program, retired unit member must not be eligible for a health insurance program with substantially equivalent or better benefits provided by another employer.

- a. If a retired unit member discontinues participation in the program because the retiree is eligible for a health insurance program with substantially equivalent or better benefits provided by another employer and the retiree later loses that other coverage, the retiree may reenroll in the District's retiree health insurance program if the retiree does not experience a gap in health insurance coverage between the termination date of other employer's health insurance program and the start of coverage under the District's retiree health insurance program. The retiree is responsible for paying any premiums to maintain insurance coverage and avoid a gap in health insurance coverage.
- b. If the retiree reenrolls in the District's retiree health insurance plan after losing coverage through another employer, the District's retiree benefit will extend for whatever remains of the original program length for the individual (10 years from date of PERS retirement or until the retiree reaches age 65, whichever occurs first).

ARTICLE XI

TRANSFER POLICIES

A. General Provisions

A transfer is a change of personnel within the same classification from school to school, school to district, or district to school. Transfers are made by the District in the best interest of the District and in accordance with the provisions of this article.

An involuntary transfer shall not be delayed during review of a grievance filed regarding the procedures set forth in these provisions.

When a permanent unit employee is transferred to a position which is the same salary range and classification, he or she shall retain the same salary placement and the same anniversary date.

B. Employee-Initiated Transfer

Seniority shall be one of the major factors considered in a voluntary transfer. A unit employee may request, in writing, a transfer within the same classification, as defined above, without prejudice to the employee. Such transfer request shall be valid during the current fiscal year unless rescinded in writing by the applicant. The employee's supervisor at the time of the request may interview the employee regarding the desire to transfer.

C. Employer-Initiated Transfer

If a vacancy occurs in a given position, or if the District has needs, any employee who serves the same classification may be transferred based upon the needs of the efficient functioning of the District. Said transfer shall be at the discretion of the District.

Notice shall be given to the employees and to the Association five (5) days prior to being transferred in order that the employees may have the opportunity to discuss the transfer with the appropriate supervisor or the Assistant Superintendent of Personnel.

D. Vacancies

Permanent vacancies shall be posted for a minimum of five (5) working days to allow interested Bargaining Unit members an opportunity to file applications. Employees with applications on file may request interviews through the personnel office. Interviews may be conducted during the posting period or may be scheduled within a reasonable period of time following the close of the announcement. Interview all current permanent CSEA members, last evaluation with a satisfactory designation, will be granted an interview upon timely email letter of interest sent to Personnel. The District will make an effort to notify applicants eliminated within a reasonable time.

In order to be considered under these provisions for vacancies which are posted during leaves or vacation, employees must make themselves available for mailed notification and for interview. Any employee on leave shall have the right to have the designated unit representative apply on his/her behalf.

ARTICLE XII

SAFETY

A. Working Conditions/Responsibilities

The Board recognizes responsibility under CAL OSHA regulations to provide a safe working environment for unit members. Each employee also has personal responsibility for the cleanliness and safety of the employee's work station and equipment. All work will be performed in a safe manner. Should an employee identify a condition which appears to be unsafe, this employee will attempt to restore safety if it is within the employees' capabilities. In addition, it shall be the unit member's responsibility to report to the building principal, or designee, any observed unsafe conditions in the building, on school premises, or any facility being used for school-sponsored activities. The report shall be made orally to the appropriate administrator as soon as the condition is recognized. A written report shall also be made within five (5) working days. A written

response in the form of a work order shall be delivered to the unit member in the event the District deems the condition is in need of correction.

B. Physical Examinations

The District may require complete or special physical examinations, including psychiatric evaluation, at its discretion. The District will pay for all such examinations. The District will designate the licensed medical practitioner. If any other tests or examinations are needed by request of the District, the District will pay for this additional service.

ARTICLE XIII

EVALUATION PROCEDURES

A. Basic Philosophy

The purpose of this evaluation procedure is to provide a basis for individual employee's personal growth, both as an individual and in his/her position within the District.

B. Time of Evaluation

1. Probationary employees will be evaluated within six (6) months and at twelve (12) months after appointment. The purpose of these evaluations will be to determine the basis for appointing the probationary employee to permanent status. The District evaluation form for six-month period will indicate whether, at that point, the employee is meeting District probationary standards. Probationary employees are not eligible to receive Merit Pay. Only regular, permanent employees who have completed one year of employment in the District are eligible to receive Merit Pay.
2. Each regular employee will be evaluated on the evaluation form provided by the District on an annual basis not later than May 15. Regular, permanent employees who are receiving Merit Pay 2 will be evaluated every other year. Upon qualification and application by a permanent unit member, the superintendent or designee may approve in writing the extension of the Merit Pay 2 evaluation cycle to 4 years. The extension of the cycle is at the discretion of the Superintendent/designee. To qualify, the applicant must be receiving Merit Pay 2, have 10 years of service in the district, and must obtain the recommendation of the site administrator/evaluator. This extension of the evaluation cycle may be rescinded upon written request of either the unit member or the evaluator and the unit member will be returned to the regular cycle as prescribed above. This

section does not preclude an unscheduled evaluation at any time at the discretion of the employee's supervisor.

Employees hired after May 15th and who attain permanent status prior to January 1st shall receive an annual evaluation by the following May 15th and be eligible for Merit Pay.

3. The evaluator will be the employee's designated administrator with input from the assigned personnel. The evaluation will be based upon the standards established by the parties and incorporated in the District evaluation form.
4. The evaluation will be rendered in writing on the performance evaluation report (P-115A for 6-month evaluation and P-115 for twelve-month evaluation). Upon completion by the evaluator of the performance evaluation report a meeting will be scheduled between the employee and the evaluator at which time the performance evaluation report will be discussed. In an effort to ensure that the evaluation is based upon timely and accurate evidence, the evaluator will make a reasonable effort to provide a copy of the evaluation to the employee before the conference so that the employee can review for corrections and/or clarification. Upon conclusion of this conference, the employee will sign and date the performance evaluation report, making any comments thereon if he/she desires. However, upon request of the employee within three (3) workdays of the original conference, the employee will be granted an additional meeting to discuss the written evaluation and to suggest revisions. Refusal to sign will be so noted and signed and dated by the evaluator. Corrections/revisions to the evaluation document as determined by the evaluator as a result of the conference may be incorporated into the final document and will be deemed as meeting the May 15 deadline in the event that the signature is delayed by the need to revise the document. The May 15 deadline will not prohibit an adjustment to the evaluation document after May 15 nor prohibit an additional meeting with the employee after May 15.
5. Whenever a unit member has been rated as not meeting District standards in any category on the evaluation form, the evaluator must specify a remediation plan on the form. Within three (3) months of the formal evaluation, the evaluator and employee must meet again regarding progress toward remediation. If the employee fails to meet District standards, the administrator will inform the employee that the remediation process will continue for an additional three months. At the end of that time, the District may move toward termination.
6. If the employee does not agree with the evaluation, the employee may, within ten (10) days of the conference, prepare a written statement detailing the matters in disagreement. This statement will be made an attachment to and filed with the performance evaluation report in the employee's personnel file.

7. The evaluation content or conclusions recorded on the performance evaluation report are not subject to the grievance procedure of Article XIV.

ARTICLE XIV

DISCIPLINE

1. On handling disciplinary matters, the District will normally follow the progressive discipline steps outlined below depending on the severity of the conduct or performance issues. Progressive discipline may include but is not limited to:
 1. Verbal warning/reprimand
 2. Written warning/reprimand
 3. Does Not Meet District Standards Evaluation
2. Depending on the severity of the matter and pursuant to the provisions of Board Policy 4118 and Administrative Regulation [4218](#) a permanent classified employee may be demoted, suspended or dismissed by the district superintendent for cause. A copy of BP [4118](#) and [4218](#) is attached to this agreement as [Appendix E](#). Appendix E is included for information only and is not part of this contract and therefore not subject to grievance procedures. Such action shall not be effective until written charges are filed and served upon the employee and the Board of Trustees has taken action unless the Superintendent has determined that continuing active duty status presents an unreasonable risk to students, staff or property. If such a determination has been made, then the employee may be suspended immediately.

ARTICLE XV

GRIEVANCE PROCEDURES

A. Definition

A grievance is defined as an allegation that an employee or group of employees has been adversely affected by a violation of the specific provisions of this contract.

A "grievant" includes an employee or group of employees, or the Association filing a grievance on behalf of an employee or group of employees covered by the terms of this contract.

A "day" is any day in which the administrative offices of the District are open for business.

The "immediate supervisor" is the lowest level administrator having line supervisory authority over the grievant who has been designated to adjust grievances.

B. Purpose

It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level. It is also the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances.

C. General Provisions

1. A grievance must be initiated at Level 1 within ten (10) days after alleged "act(s)", or "omission(s)" giving rise to the grievance, or after the grievant knew or should have known of the alleged violation.
2. Changes in a grievance constitute a new grievance and must be initiated at the informal level.
3. The failure of an aggrieved person to proceed from one level of the grievance procedure to the next level within the limits set forth shall be deemed to be an acceptance of the decision previously rendered and/or shall constitute a waiver of any future appeal concerning the particular grievance. Failure of the Administration to render a decision within the time limits shall automatically cause the grievance to proceed to the next level.
4. A grievance may be withdrawn at any level but that same grievance, based on the same specific set of facts, may not be filed a second time by the same employee or group of employees.
5. Representatives of the Association will report to the principal of the building, or the Superintendent if visiting the district office, immediately upon arrival to receive permission to conduct an investigation of a purported grievance. Permission will be granted as long as said investigation does not interfere with the educational program.
6. Any grievance filed must be signed by the party(ies) initiating it. All parties affected by the alleged violation must be clearly identified in the written grievance filing. If the grievance involves employees with different supervisors, the grievance may be filed at Level 2.

7. No reprisals of any kind shall be taken by or against either of the parties in a grievance procedure by reason of such participation.
8. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the files of the participants and shall be considered confidential. The files shall be open to the parties involved.
9. CSEA and the District have the right to be represented by counsel at any stage of the grievance procedure and to file a written brief at Level 4. Either party shall have the right to a full and complete hearing before the Board in closed session to present and cross-examine witnesses.
10. Any unit member has the right to present a grievance without representation. However, no grievance shall be settled unless CSEA has been presented a copy of the proposed settlement and has been given a reasonable opportunity to comment thereon. No settlement with unit members made pursuant to this section shall amend, abridge, or be contrary to the intent of this Agreement.
11. All parties to the grievance shall have the right to request of the other party specific written information, not privileged under the law, in its possession or control which is directly relevant to the issues raised by the grievance.
12. One representative of CSEA per grievance shall have the right to receive reasonable released time for the purpose of attending grievance conferences with District administration. The grievant may be represented by a representative of CSEA at any level of the grievance procedure.

D. Procedure

1. Informal Conferences

An employee who has an allegation shall first meet with his/her immediate supervisor to attempt to resolve the allegation.

2. Level 1

If the informal conference is not successful in resolving the problem, a formal grievance may be initiated in writing on the appropriate form and shall be filed with the employee's immediate supervisor within ten (10) working days as specified in Section C.1 above.

The grievance shall be in writing and shall include the following:

- a. Statement of how the grievant was adversely affected.

- b. Statement citing the specific section(s) of the agreement alleged to have been violated.
- c. The specific remedy sought by the grievant to resolve the grievance.

The immediate supervisor shall communicate his/her decision in writing to the grievant within ten (10) days after the filing of the formal grievance.

3. Level 2

The grievance may proceed to Level 3, thus skipping Level 2, through mutual agreement of the parties.

If the grievance is not resolved at Level 1, the grievant may appeal the decision in writing within seven (7) days to the principal or District supervisor, after they have received a response in writing from the supervisor. The appeal shall include a copy of the original grievance, the decision rendered at Level 1, and a clear, concise statement of the reason for the appeal. Within ten (10) days, the principal/District supervisor shall give his/her decision in writing to the grievant.

4. Level 3

If the grievance is not resolved at Level 2, the grievant may appeal the decision within seven (7) days to the Superintendent or designee, after they have received a response in writing from the Superintendent or designee. The appeal shall include a copy of the original grievance, the decision rendered at Level 2, and a clear, concise statement of the reason for appeal. Within ten (10) days, the Superintendent or designee shall give his/her decision in writing to the grievant.

5. Level 4

- a. The aggrieved employee may appeal the decision made at Level 3 through the District Personnel Office within ten (10) days after his/her receipt of the response at Level 3 and request a hearing by an arbitrator.

- (1) The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) days of the Association's submission of the grievance to arbitration, a list of seven (7) persons shall be requested from the State Mediation and Conciliation Service. Each side shall then alternately strike names until only one (1) person remains on the list who shall serve as the impartial neutral arbitrator. Also each side shall have the right to reject one (1) full list from the State Mediation and Conciliation Service.

- (2) The process of striking names shall occur within ten (10) days of receipt of the list from CSMCS by both parties.
- b. The appeal shall be in writing and include the same information required in the previous appeal.
- c. Upon receipt of the request, the Associate Superintendent of Personnel shall within ten (10) days request the arbitrator to conduct an investigation and review.
- d. The arbitrator shall have available all documents relating to the complaint and any District records not restricted by law that would be helpful in resolving the problem.
- e. After studying the documentary evidence, the arbitrator shall conduct such hearings as deemed necessary by the arbitrator. Parties in interest shall be given at least five (5) days' notice of any scheduled hearing. The parties in interest have the right to be present at any hearing conducted by the arbitrator.
- f. At the conclusion of the hearing, the arbitrator shall submit his/her decision in writing to the Associate Superintendent of Personnel and the parties involved. The decision of the arbitrator shall be final and binding on the parties.
- g. The arbitrator will have no power to add to, subtract from, or modify the terms of this agreement or the written policies, procedures, rules, and regulations of the District.
- h. The District will keep a recording of the proceedings and will provide a copy to the parties involved upon request. If either party wishes a verbatim transcript of that recording, he/she will be responsible for costs incurred.
- i. The fees and expenses of the chairperson shall be shared equally by the parties. Any other costs shall be borne by the party incurring them. If there are multiple grievants relative to one issue, all shall be considered as one party for purposes of sharing costs.

ARTICLE XVI

SUPPORT OF AGREEMENT

It is agreed that the Association and the District will support this agreement for its term, and neither the Association nor the Administration will appear before the Board of Trustees to seek change or improvement in any manner subject to the meet and negotiation process except by mutual agreements of the District and the Association.

ARTICLE XVII

NO STRIKE CLAUSE

The Association agrees that during the life of this contract, neither it nor its officers, representatives, committee members, stewards, nor its members will for any reason, directly or indirectly, call, sanction, or engage in any strike, sympathy strike, walkout, slowdown, sit-down, sick-in, stay away, limitation of required activities, boycott of a primary or secondary nature, picketing or any form of interference in the operation of the educational process of the District. The District agrees that it will not engage in any lock-out activity.

ARTICLE XVIII

COMPLETION OF AGREEMENT

The District and the Association agree that this contract is complete. There shall be no additions to or deletions from the content of any articles and there shall be no articles added except by mutual agreement by the Board and the Association. In addition, there shall be no further negotiations on any matter for the duration of the contract except by mutual agreement.

ARTICLE XIX

SAVINGS CLAUSE

If any provisions of this agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will be deemed valid and subsisting only to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE XX

CLASSIFICATION FACT-FINDING COMMITTEE

The parties shall establish a committee composed of up to three (3) representatives selected by the District and up to three (3) representatives selected by the Association (no person shall review a position to which they are an incumbent) to reach findings of fact regarding unit classifications as follows:

1. The committee shall meet at least once annually.
2. In order to ensure timely review of all bargaining unit positions' salary and job duties, the following process is hereby established. Each position will be reviewed on the cycle noted in [Appendix D](#). CSEA acknowledges that a review does not imply an automatic increase in compensation or change in job description. Future positions will be added to an appropriate group in a manner which preserves a balance between the groups and which attempts to keep like functions together. At the end of five years the review will commence again with the first group.
3. The committee shall determine comparable high school districts in the surrounding area.
4. Information pertaining to the classifications selected for review will be obtained from the selected comparable high school districts. Representative incumbent(s) to the positions selected for review shall be interviewed if all committee members mutually agree such interview(s) is/are appropriate. The Association and the District shall employ a mutually agreed upon consultant as necessary to provide assistance in gathering and analyzing the information outlined above.
5. It shall not be the role of the committee to advise or offer any recommendations regarding its review of information. The role of the committee shall be limited to reaching findings of fact as regards selected District classifications and their relationship to other positions in the District and/or comparable districts.
6. The committee may determine by mutual agreement of all members of the committee, any additional rules to which its operation shall be governed providing any such additional rules are not inconsistent with the above stated conditions.
7. This Article shall not limit the parties' rights to propose other positions for reclassification that have not been reviewed by the committee.
8. The results of this fact-finding shall be forwarded to the respective negotiating team. Negotiations for the purpose of defining new job descriptions and/or reclassifications shall commence within sixty (60) days unless otherwise mutually agreed.

ARTICLE XXI

REIMBURSEMENT FOR PERSONAL PROPERTY DAMAGES

A. General Information

A district employee suffering a loss (theft or damage) to personal property that is exposed due to the necessity of his/her employment with the district shall be eligible to claim reimbursement of up to five hundred dollars (\$500.00 per year. Examples of personal property damage or loss in this classification include money stolen from pocketbook in office or personal automobile damaged while used on district-approved field trip. Reimbursement under this policy is intended to cover or be applied to deductible portions of personal property insurance and under no circumstances shall an employee be eligible to receive like compensation from the district and insurance coverage. If a claim is determined to be reimbursable, payment will be made by the district when the employee presents a receipt or other acceptable evidence of replacement or repair costs.

In all matters regarding personal property, the employee is expected to exercise reasonable precautions and avoid negligence. Examples of negligence include leaving valuable items where they can be stolen, not locking cabinets or desks, or leaving automobiles unlocked. In cases of negligence, the district reserves the right to refuse to reimburse the employee under this policy for damage or theft.

In matters where the employee chooses to place a personal item in a precarious position, strictly for personal and not job-related reasons, the district will not reimburse the employee under this policy. Examples of this circumstance include the following: cover for car, camera in car, and tennis racket in office.

Not included in this policy is accidental damage to an automobile parked on school grounds except insofar as the damage is maliciously caused, e.g. tires slashed, or due to a school-related incident, e.g. baseball hitting windshield.

Damages occurring as a result of directed activities: Any unit member whose vehicle is damaged in the course of his/her employment shall have up to the amount of the deductible of his/her personal automobile insurance reimbursed.

1. Reimbursement shall equal the actual cost of the damage or \$500.00, whichever is less.
2. The term "in the course of his/her employment" as used in this section shall mean when the unit member has been required to utilize their personal vehicle on any District business at the direction of any District official having the authority to give such a direction.

B. Procedures for Reimbursement

When an employee experiences a loss that meets the conditions described in the Agreement on Reimbursement for Personal Property Damages, he/she should follow these procedures.

1. Inform his/her administrative supervisor of the loss and the circumstances surrounding it. This should be done within one week of the date of the loss.
2. Write a request for reimbursement to the Associate Superintendent of business services fully describing the loss and circumstances. Have the administrative supervisor sign the request indicating that he/she has reviewed the matter and has found the description to be accurately stated. This request should be made within two weeks of the incident.
3. Provide the Associate Superintendent of business services with a receipt of replacement or repair costs and, if appropriate, a copy of an insurance document or letter showing the amount of coverage and deductible. This material should be furnished within one month of the date of the incident.
4. If the Associate Superintendent of business services finds that the request and supportive documentation is in conformity with the provisions of the agreement, then the employee will be reimbursed.

APPENDIX A

Classified Salary Schedule

A P P E N D I X B
Classified Evaluation Forms

A P P E N D I X C

Performance Standards

APPENDIX D

Classification Study Grouping

Year 1 (2016-17)	Year 4 (2019-20)
Custodians/Lead Custodians	Account Technicians I/II/III
Food Service Workers	Attendance Clerk
Nursery Aide*	Computer Support Specialist
Workability Specialist	Athletic Trainers
Year 2 (2017-18)	Driver/Delivery*
Adult Education Night Clerk	Groundskeeper/Sr <i>Groundskeeper*</i>
School Bookkeepers	Payroll/Benefits Technician
Career Center Coordinators	Registrar
Counseling Secretary	Skilled Maintenance
Personnel Technician	School Facilities Coordinator
Program Technician	Student Conduct Liaison
Publicity/Volunteer Coordinator	Year 5 (2020-21)
Senior Office Assistant	Assessment Coordinator
Tutorial Center Coordinator	Bilingual Community Liaison
Year 3 (2018-19)	Bilingual Staff Secretary
Instructional Assistants	Library Assistant
Instructional Assistants 1 on 1	Senior Staff Secretary
<i>Receptionist*</i>	Program Coordinator
Education Interpreters	Clerk Typist

*Currently no incumbents

A P P E N D I X E

Discipline

The following are *some of the steps to termination as outlined in the relevant Board Policies and Administrative Regulations:*

1. Charges – Statement of reasons for termination
2. Skelly Hearing – Opportunity for employee to rebut charges prior to recommendation being presented to the *Superintendent*
3. Findings and Recommendation – Skelly hearing officer makes findings and forwards recommendations to the Board
4. Appeal – See AR 4218 number 5

Board Policy

Suspension/Disciplinary Action

BP 4118

Personnel

Any violation of Board policy or administrative regulations shall be subject to disciplinary action. The Superintendent may take disciplinary action as he/she deems appropriate in light of the particular facts and circumstances involved. He/she shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

Policy MOUNTAIN VIEW-LOS ALTOS UNION HIGH SCHOOL DISTRICT
adopted: June 12, 1995 Mountain View, California

Mountain View-Los Altos Union HSD

Administrative Regulation

Dismissal/Suspension/Disciplinary Action

AR 4218

Personnel

Termination of Probationary Employment

At any time prior to the expiration of the probationary period, the Superintendent or designee

may, at his/her discretion, dismiss a probationary classified employee from district employment. A probationary employee shall not be entitled to a hearing.

Involuntary Suspension Without Pay, Demotion, Reduction of Pay Step in Class, or Dismissal of Permanent Classified Employees

Permanent classified employees shall be subject to personnel action (suspension without pay, demotion, reduction of pay step in class, dismissal) only for cause. The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

1. Causes

In addition to any disqualifying or actionable causes otherwise provided for by statute or by policy or regulation of this district, each of the following constitutes cause for personnel action against a permanent classified employee:

- a. Falsifying any information supplied to the school district, including, but not limited to, information supplied on application forms, employment records, or any other school district records.
- b. Incompetency.
- c. Inefficiency.
- d. Neglect of duty.
- e. Insubordination.
- f. Dishonesty.
- g. Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her.

(cf. 4020 - Drug and Alcohol-Free Workplace)

- h. Possessing or being under the influence of a controlled substance at work or away from work, or furnishing a controlled substance to a minor.
- i. Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction for this purpose.
- j. Absence without leave.

- k. Immoral conduct.
- l. Discourteous treatment of the public, students, or other employees.
- m. Improper political activity.
- n. Willful disobedience.
- o. Misuse of district property.
- p. Violation of district, Board or departmental rule, policy, or procedure.
- q. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.
- r. Refusal to take and subscribe any oath or affirmation which is required by law in connection with his/her employment.
- s. A physical or mental disability which precludes the employee from the proper performance of his/her duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law regulating the retirement of employees.
- t. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age against the public or other employees while acting in the capacity of a district employee.
- u. Unlawful retaliation against any other district officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on the job or directly related thereto.
- v. Any other failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the district or his/her employment.

Except as defined in item "s" above, no personnel action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the district.

2. Initiation and Notification of Charges

Preliminary Written Notice of Proposed Discipline

A permanent classified employee shall receive a preliminary written notice of the proposed discipline. The written notice must contain a specific statement of charges or grounds upon which the proposed disciplinary action is based and the date the proposed disciplinary action will be effective. Any known written materials, reports, or documentation upon which the proposed disciplinary action is based must be attached to the preliminary written notice.

“Skelly Meeting”: The employee shall have the right to respond either orally or in writing, or both within five (5) District business days to the Superintendent or designee. The purpose of the meeting shall be to permit the employee to respond to the charges against the employee, to offer information regarding the proposed discipline, and to examine the materials, if any, on which the proposed disciplinary action is based.

The Superintendent or designee shall consider the employee’s response and within five (5) District business days recommend that the proposed disciplinary action either be taken or not taken. If the Superintendent or designee determines that the proposed disciplinary action should be taken, the Superintendent or designee shall issue a Notice of Intent to Discipline. If the Superintendent or designee determines that the proposed disciplinary action should not be taken, the Preliminary Notice of Written Discipline shall be withdrawn.

A “Skelly meeting” is not required for a disciplinary suspension of five (5) work days or less. The District will pay back pay to the employee for any portion of an unpaid suspension that is not upheld.

Notice Of Intent To Discipline

Any permanent classified employee against whom disciplinary action is initiated by the District shall be given a written Notice Of Intent To Discipline by the Superintendent or designee.

The Notice Of Intent To Discipline shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee’s last known address. The recommendation shall include:

- A. A statement of the nature of the personnel action (suspension without pay, demotion, reduction of pay step in class, or dismissal).
- B. A statement of the cause or causes for the personnel action, as set forth above.
- C. A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the District is alleged,

the rule, policy, or regulation violated shall be stated in the recommendation.

- D. A statement of the employee's right to appeal the recommendation to the Board of Trustees and the manner and time within which the appeal must be filed.
- E. A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.
- F. A copy of this Administrative Regulation 4218.

3. Employment Status Pending Appeal or Waiver

Except as provided below, any permanent classified employee against whom a Notice of Intent to Discipline has been issued shall remain on active duty status and responsible for fulfilling the duties of the employee's position pending any appeal.

Administrative Leave: Any permanent classified employee may be placed on administrative leave from duty with pay pending a determination of whether or not the Superintendent will recommend discipline.

Unpaid Suspension Pending Dismissal: After an employee has received a preliminary notice of proposed dismissal, and was provided the opportunity to respond to the charges ("Skelly meeting"), if the District decides to recommend dismissal, the District may suspend the employee without pay from the date of the Notice of Intent to Dismiss until the effective date of the employee's dismissal. If the proposed dismissal is not sustained, the District will pay back pay to the employee for any portion of the unpaid suspension that is not upheld.

Emergency Unpaid Suspension: An employee may be suspended immediately when, in the opinion of the Superintendent or designee and the supervisor recommending disciplinary action, the continued presence of the employee at work may result in harm to the supervisor, another employee, staff or students, or the continued presence of the employee would be prejudicial to good order and discipline. Any employee may be suspended immediately, without pay, by written notice from the Superintendent or his/her designee, for a period not to exceed five (5) District business days. A "Skelly meeting" shall be held for any emergency unpaid suspension exceeding five (5) work days, or any emergency unpaid suspension extended beyond five (5) work days.

4. Time Limit of Suspension

Except for a suspension imposed under #3 above, any suspension invoked under these rules against any one person for one or more periods shall not aggregate more than 90 calendar days in any 12-month period; however, this time limitation shall not apply to

cases in which a personnel action of dismissal is modified by the Board to a suspension.

5. Right to Appeal

Within five calendar days after receiving the recommendation of personnel action described above, the employee may appeal by signing and filing the card or paper included with the recommendation. Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of appeal. A notice of appeal is filed only by delivering the notice of appeal to the office of the Superintendent or designee during normal work hours of that office. A notice of appeal may be mailed to the office of the Superintendent or designee but must be received or postmarked no later than the time limit stated herein. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any appeal of the recommendation of dismissal shall also constitute an appeal of the suspension order, and the necessity of the order shall be an issue in the appeal hearing.

If the employee fails to file a notice of appeal within the time specified in these rules, he/she shall be deemed to have waived his/her right to appeal, and the Board may order the recommended personnel action into effect immediately.

6. Amended/Supplemental Charges

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

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

7. Hearing Procedures

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

b. All hearings shall be heard by a hearing officer (who shall be an attorney licensed in the State of California) except in those cases where the Board determines to hear the appeal itself. In any case in which the Board hears the appeal, the Board may use the services of its counsel or a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law. If the appeal is heard by the Board, the Board shall affirm, modify or revoke the recommended personnel action.

c. If the appeal is heard by a hearing officer, he/she shall prepare a proposed decision in a form that may be adopted by the Board as the decision in the case. A copy of the proposed decision shall be received and filed by the Board and furnished to each party within ten days after the proposed decision is filed by the Board. The Board may:

(1) Adopt the proposed decision in its entirety.

(2) Reduce the personnel action set forth in the proposed decision and adopt the balance of the proposed decision.

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

(4) Reject the proposed decision in its entirety.

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

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

8. Hearing Decision

The decision of the Board shall be in writing and shall contain findings of fact and the personnel action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them.

The decision of the Board shall be certified to the Superintendent or designee who recommended the personnel action, and he/she shall enforce and follow this decision. A copy of the decision shall be delivered to the appellant or his/her designated representative personally or by registered

mail. The decision of the Board shall be final.

9. Compulsory Dismissal

The district shall not employ or retain in employment any person who has been convicted of any sex offense as defined in Education Code 44010 or any controlled substance offense as defined in Education Code 44011. However, the district may employ a person convicted of a controlled substance offense if the Board determines from the evidence it requires that the person has been rehabilitated for at least five years. If any such conviction is reversed and the person acquitted or charges dismissed except as otherwise provided below, the employee may be reemployed by the district, although reemployment is not a guarantee. (Education Code 45123)

The district reserves the right to dismiss an employee for any acts upon which the original criminal charges were based, despite the disposition by the courts. If dismissal is recommended and upheld, an employee will not be reemployed or compensated for the time he/she was suspended unless otherwise required by law. An employee shall be given notice of the possibility of not being reimbursed during mandatory suspension if he/she is ultimately dismissed for the acts upon which the original charges were based.

10. Extension of Compulsory Leave

The Board may extend an employee's compulsory leave of absence by giving him/her notice, within ten days after the entry of judgment in the proceedings, that he/she will be dismissed in 30 days unless he/she demands a hearing. Employee compensation during the period of compulsory leave shall be made in accordance with law. (Education Code 44940.5)

Legal Reference:

EDUCATION CODE

35161 Delegation of powers and duties

44009 Conviction of specified crimes

44010 Sex offense

44011 "Controlled substance offense" defined

44940 Leave of absence; employee charged with mandatory or optional leave of absence offense

44940.5 Compulsory leave of absence; procedures; extension; compensation; bond or security; reports

45101 Definitions (including "disciplinary action," "cause")

45109 Fixing of duties

45113 Rules and regulations for classified service in districts not incorporating the merit system

45123 Employment after conviction of sex or narcotics offense

45302 Demotion and removal from permanent classified service

45303 Additional cause for suspension or dismissal of employees in classified service

45304 Suspension for reasonable cause; filing of charges; employee charged with mandatory or optional leave of absence offense

VEHICLE CODE

1808.8 Schoolbus drivers; dismissal for safety-related cause

UNITED STATES CODE, TITLE 42

12101 - 12213 Americans with Disabilities Act

COURT DECISIONS

California School Employees v. Livingston Union School District, (2007) 149 Cal. App. 4th 391

CSEA v. Foothill Community College District, 52 Cal. App. 3rd 150, 155-156, 124 Cal. Rptr
830 (1975) ("Conduct unbecoming an employee" too vague)

Regulation MOUNTAIN VIEW-LOS ALTOS UNION HIGH SCHOOL DISTRICT