AGREEMENT BETWEEN
EMERY UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION AND ITS
CHAPTER 559

JULY 1, 2017 - JUNE 30, 2020

Emery Unified
SCHOOL DISTRICT
Where partners power student success!

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ARTICLE I
AGREEMENT

Please see below Articles and Appendices for the current agreement.

ARTICLE II
RECOGNITION

A. The Board recognizes the Association as the exclusive representative of the classified employees of the Board as listed below:

Secretarial, Clerical	
Office Manager	*Inactive*
Office Support Specialist I	
Office Support Specialist II	
School Improvement Assistant	*Inactive*
District Secretary	*Inactive*
Registrar / Data Coordinator	*Inactive*
Fiscal Services Specialist	*Inactive*
Librarian	
District Librarian Tech	*Inactive*
Instructional Assistants	
Bilingual Parent Outreach Coordinator	
Instructional Assistant I	
Instructional Assistant II	
Instructional Assistant III	
Preschool Aide	*Inactive*
Preschool Non-Credentialed Teacher	*Inactive*
Student Mentor	
Maintenance	
Custodian	*Inactive*
Custodian/Groundskeeper	
Groundskeeper	*Inactive*
Maintenance Worker	
Operations	
Noon Duty Supervisor	*Inactive*
Playground / Cafeteria Monitor	
Campus Security Monitor	
Campus Monitor / Security Supervisor	*Inactive*
Recruitment, Retention & Outreach Specialist	*Inactive*
After School Program Site Coordinator	*Inactive*
Food Services	
Food Service Worker	
Food Service Lead	*Inactive*
Food Service/Driver	*Inactive*
Technology	
Technology Associate	
Technology Assistant	*Inactive*
Computer Technician I	*Inactive*

B. The District acknowledges that CSEA is the exclusive bargaining representative for all classified employees holding those positions described. The District shall maintain all CSEA bargaining unit job descriptions to reflect all bargaining unit positions listed and/or those positions that should be added in this Article. Per the Educational Employment Relations Act (EERA), CSEA shall review and provide input regarding the content of all bargaining unit job descriptions prior to the District adoption.

C. The scope of representation shall be limited relating to wages, hours of employment and other terms and conditions of employment defined as negotiable in Section 3543.2 of the Rodda Act (SB 160).

D. Nothing herein may be construed to limit the right of the District to consult with CSEA on other matters outside the scope of representation.

ARTICLE III
ASSOCIATION RIGHTS

A. CSEA shall have the right of access at reasonable times to areas in which employees work, the right to use institutional bulletin boards, mailboxes (does not include District delivery of Association mail), and other means of communication, subject to reasonable times for the purpose of meetings concerned with the exercise of the rights guaranteed under the Educational Employment Relations Act ("EERA").

B. CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement:

1. The right to be supplied with a complete "hire date" seniority roster of all bargaining unit employees on the effective date of the Agreement and every January thereafter. The roster shall indicate the employee's present classification and primary job site.

2. The right to receive one copy of any budget, Standardized Account Code Structure or replacement thereof, submitted at any time to the Governing Board.

3. The District shall provide, without charge, a copy of the contract to every employee in the bargaining unit.

4. The right to receive one copy of all Board packets for the CSEA chapter President.

5. The right to release time for two (2) CSEA chapter delegates to attend the CSEA Annual Conference, as long as it falls in July or August.

C. DISTRICT NOTICE TO CSEA OF NEW HIRES

1. Provide CSEA With Notice of New Hires: The District shall provide the CSEA Labor Relations Representative notice of any newly hired employee, within ten (10) days of date of hire, via electronic mail. The notice shall include full legal name, date of hire, classification, site, address and home or cell phone number.

2. Definition of a Newly Hired Employee: "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this agreement only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA unit.

D. EMPLOYEE INFORMATION

1. The District shall provide CSEA with periodic updates on the last workday of September, January and May, via a mutually agreeable secure FTP site or service, the following information on all bargaining unit members.

   i. First Name;
   ii. Middle initial;
   iii. Last name;
   iv. Suffix (e.g. Jr., III)
   v. Job Title;
   vi. Primary worksite name;
   vii. Work telephone number;
   viii. Home Street address (incl. apartment #)
   ix. City
   x. State
   xi. ZIP Code (5 or 9 digits)
   xii. Home telephone number (10 digits);
   xiii. Personal cellular telephone number (10 digits);
   xiv. Personal email address of the employee;
   xv. Last four numbers of the social security number;
   xvi. Birth date;
   xvii. Employee ID;
   xviii. CalPERS status ("Y" if in CalPERS; "N" if not in CalPERS);
   xix. Hire date.

E. NEW EMPLOYEE ORIENTATION

1. Definition of New Employee Orientation: "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

2. Provide CSEA With Access to New Employee Orientations: The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. Orientation sessions may include individual (one-on-one) new hire meetings with a Human Resources representative or site administrator and/or group orientation sessions.

   i. In the event the District conducts one-on-one orientations with new employees, CSEA shall have a minimum of thirty (30) minutes of paid release time, for one (1) CSEA representative to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining

agreement. The CSEA Labor Relations Representative may also attend the orientation session.

ii. The orientation session shall be held on District property during the workday of the employee(s).

iii. During CSEA's orientation session, no District manager or supervisor or non-unit employee shall be present unless invited.

3. New Hire Information Packet: The District shall include the CSEA membership application and a link for an electronic application in the new employee orientation packet.

4. Grievance Procedures: For purposes of Article XIX, only CSEA and its Chapter 559 are authorized "Grievants" to challenge section C of this Article

ARTICLE IV
EMPLOYEE RIGHTS

A. Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.

B. Such material is not to include ratings, reports, or records which:

   1. Were obtained prior to the employment of the person involved.

   2. Were prepared by identifiable examination committee members

   3. Were obtained in connection with a promotional examination.

C. Every employee shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is to actually required to render services to the District.

D. Information of a derogatory nature, except material mentioned in the second paragraph of this section, shall not be entered or filed unless and until the employee is given notice and an opportunity to review, comment thereon, and sign. An employee shall have the right to enter, and have attached to any derogatory statement, his or her own comments therein. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.

E. The District will maintain current practices of working conditions and employee expenses and materials.

ARTICLE V
DISTRICT RIGHTS

A. All District rights and functions, including its power and authority to direct, mange, and control the operation of the District remains vested with the District except as modified by the terms and conditions of this Agreement.

B. The exercise of the foregoing powers, rights, authority and responsibilities by the Board, the Adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of California and the Constitution and the Laws of the United States.

ARTICLE VI
ORGANIZATIONAL SECURITY

A. Check Off: CSEA shall have the sole exclusive right to have membership dues deducted for employees in the bargaining unit by the District. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs jointly approved by CSEA and the District. The District shall pay to the designated payee within twenty-five (25 days) of the deduction all sums so deducted.

B. Dues Deduction:

   The District shall deduct in accordance with the current CSEA dues information, dues from the wages of all employees who are members of CSEA on the date of the execution of this Agreement.

   The District shall deduct the initiation fee and dues in accordance with the current dues from the wages of all employees who, after the date of execution of the Agreement, become members of CSEA.

C. Hold Harmless: CSEA agrees to indemnify and hold harmless the District, Board of Education and individual Board members, for loss of damages arising from the operation of this Article. It is also agreed that neither any employee nor CSEA shall have any claim against the District for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the appropriate District administrator after the date such deductions were of should have been made.

ARTICLE VII
HOURS

A. Workweek and Workday: The workweek for full time employees shall consist of five (5) consecutive days, Monday through Friday, of seven and one-half (7 ½) hours per day and thirty-seven and one-half (37 ½) hours per week. The length of the workday shall be designated by the District, but each employee shall be assigned a fixed, regular and ascertainable number of hours.

B. Adjustment of Assigned Time: An employee who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more, shall have his/her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis as specified in section 45136 of the Education Code.

C. Increase in Hours: When additional hours are assigned to a part-time employee on a regular basis, the assignment of increased hours shall be offered to the employee qualified to perform the service and who is in the appropriate class and has the greatest school site seniority. If the senior employee declines the assignment, it shall be offered to the remaining employees in descending order of school site seniority until the assignment is made. The site administrator shall not act in any manner that is arbitrary, capricious or discriminatory in the application of this provision.

D. Lunch and Rest Periods: Employees who work seven and one-half (7 ½) hours per day shall be granted an uninterrupted thirty (30) minute duty free lunch period without pay. Custodians assigned in the daytime shall receive a one (1) hour uninterrupted lunch without pay. Employees who work seven and one-half (7 ½) hours per day shall be granted rest periods, which insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours worked. Employees who work less than seven and one-half (7 ½) hours shall be granted a rest period of fifteen (15) minutes approximately at mid-point or as arranged to the mutual satisfaction of the employee and his/her immediate supervisor. An employee shall not be required to work during his/her lunch period. When an employee agrees to perform duties that result in his/her inability to have their scheduled duty free rest or lunch period, the employee shall be compensated at the applicable rate for all excess time worked. An employee and his or her supervisor shall agree on a routine schedule for breaks and lunch that provides for any needed coverage and does not combine breaks and lunch or use them to come to work late or to leave work early.

E. Over time is any time required to be worked in excess of seven and one-half (7 ½) hours in any one day or any one shift, or in excess of thirty-seven and one-half (37 ½) hours in any calendar week for which the employee is in paid status, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

1. All hours worked in excess of seven and one-half (7 ½) hours per day or in excess of thirty seven and one-half (37 ½) hours in any one calendar week, shall be compensated at one and one-half (1 ½) times the regular rate of pay of the employee.

2. All hours worked on the 6th or 7th consecutive day of work following the commencement of the workweek shall be compensated at one and one-half (1 ½) times the regular rate of pay of the employee.

3. All hours worked on holidays as designated by this Agreement shall be compensated at two and one-half (2 ½) times the regular rate of pay of the employee.

4. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of the holidays, sick leave, vacation, compensatory time off, or other paid leaves of absence, shall be considered time worked by the employee.

5. The authorization of any overtime shall rest solely within the discretion of the District management. Overtime shall be distributed equitably according to seniority to all employees within each class at each work site, taking into account the skills required.

F. Shift Differential: Any employee in the bargaining unit whose work shift commences between 12:30 p.m. and 6:00 a.m. shall be paid a shift differential premium of ten percent (10%) above the regular rate of pay for all hours worked. An employee who receives a shift differential premium on the basis of his/her shift shall suffer no reduction in pay, including differential, when assigned temporarily to a day shift. Ordinarily, no changes in shifts will occur, absent mutual Agreement of the District and the employee, unless an emergency, which the Superintendent or his/her designee determines, requires such change.

G. Call In and Call Back Time: Any employee called in to work on a day when the employee is not scheduled to work, and any employee called back to work after completion of his/her assignment shall be compensated for at least two (2) hours of work (plus mileage) at the overtime rate, irrespective of the actual time worked. An employee, unless a situation is determined to be urgent by an administrator, may reject any request for overtime, call back, or call in time.

H. The work year schedule shall be negotiable.

I. The total paid work year for Instructional Assistant classifications shall be 181 days and shall commence one day prior to the first day of school for students and conclude on the last day of school for students.

J. The total paid work year for Food Service Worker classifications shall be 183 days and shall commence two days prior to the first day of school for students and shall conclude one day after the last day of school for students.

K. Summer Work Assignment: When work normally and customarily performed by bargaining unit employees is required to be performed at times other than during the regular August-June academic year, the work shall be offered to bargaining unit employees in the appropriate classification(s) based on relevant skill, experience and seniority. An employee who accepts a summer assignment in accordance with the provisions of this section shall receive on a prorated basis, not less than the compensation and benefits applicable to that classification during the regular academic year. Unit members shall be informed of available summer work prior to the last week of school for students through e-mail and written notice to each work site.

ARTICLE VIII
HOLIDAYS

A. Classified employees who are in a paid status either the day before or the day after a holiday are entitled to the following holidays with pay:

January 1
King's Birthday
Lincoln's Birthday
Washington's Birthday
Spring Vacation Day*
Memorial Day
July 4
Labor Day
Admission Day*
Veteran's Day
Thanksgiving Day
Day following Thanksgiving Day
Working day before Christmas Day
Christmas Day
Day after Christmas Day

Such other holidays designated by the Board of Trustees

* Spring Vacation Day shall be utilized on a date that is mutually agreed upon by the employee and his/her supervisor.

* Admission Day is taken the working day before Thanksgiving Day.

B. Regular part-time classified employees shall receive vacation and sick leave in proportion to their regular daily working schedule.

C. Additional paid holidays shall be granted to all bargaining unit members as required by Education Code section 45203 or its successor.

1. If the Governor declares a holiday and declares that public (K-12) schools shall be closed, employees shall be granted a paid holiday.

2. Any day proclaimed by the President as set forth in Education Code section 37220 shall also be a paid holiday if the President declares that public (K-12) schools shall be closed.

All other days declared by the President or Governor shall be special or limited holidays and shall not be additional paid holidays.

D. Holidays on Saturday or Sunday: When a holiday falls on a Saturday, the preceding workday not a holiday shall be declared to be that holiday. When a holiday falls on Sunday, the

following workday not a holiday shall be deemed to be that holiday. When December 25 falls on Sunday, the holiday shall be moved back to the preceding Thursday. The operation of this section shall not cause any employee to lose any of the holidays clearly indicated in the Article.

E. Holiday eligibility: Except as otherwise provided in the Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday. Employees in the bargaining unit who are not normally assigned to duty during the school holidays of December 24, December 25, December 31, January 1, or Spring Vacation Day, shall be paid for those holidays provided that they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

When observance of the listed Holiday occurs on any day that will result in a three-day weekend, employees who aren't scheduled to work on said holidays shall be eligible to receive an early-release on the Thursday or Friday immediately preceding the holiday of up to one-half of their assigned hours. Employee's supervisor shall approve the early release only when he/she has determined that such release will not negatively impact the instructional mission, nor result in subsequent payment of overtime for completion of the employee's routine assignment.

Notwithstanding Article IX.A., employees must utilize accrued vacation or compensatory time off in exercising provisions of this section,

ARTICLE IX
VACATIONS

A. Vacation leave shall be granted all regular classified employees.

After one (1) year of continuous employment:

10-month employee receives nine (9) working days vacation.
11-month employee receives ten (10) working days vacation.
12-month employee receives eleven (11) working days vacation.

After five (5) years of continuous employment:

10-month employee receives fourteen (14) working days vacation.
11-month employee receives fifteen (15) working days vacation.
12-month employee receives sixteen (16) working days vacation.

After ten (10) years of continuous employment:

10-month employee receives eighteen (18) working days vacation.
11-month employee receives twenty (20) working days vacation.
12-month employee receives twenty-one (21) working days vacation.

Two (2) extra days after each fifteen (15) years service in the District

A day of vacation is defined as one-fifth (1/5) of the total weekly hours to which the employee is assigned.

B. Each full time classified employee on a 10-month basis may take his/her vacation during the Winter and Spring recesses, or any other recess period in excess of one calendar week. Additional vacation days may be taken during the school year, not including the two (2) weeks during the opening or closing of the school. Excess days shall be paid in June of each year.

ARTICLE X
TRANSFER AND PROMOTION

A. Transfer Definition: A transfer is defined as a change of position within the existing classification. The transfer may entail the employee's move into a different position in the same classification at the current or different work site.

Criteria for Transfer: The following criteria, in no particular order, shall be used in consideration of transfer requests:

1. The needs and efficient operation of the District.

2. The contribution the staff member can make to District needs in the new position.

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

4. The length and quality of the service rendered to the District by the employee.

B. Employer Initiated Transfers: When the administration makes a decision to transfer an employee, it shall notify all employees in the transferred employee's classification and the Chapter President of the change. A notice of the transfer shall be given to the employee a minimum of ten work days in advance except in urgent cases. This notice shall not be considered to give rise to an employee transfer pursuant to section C. and shall not affect the District's ability to transfer the employee provided that one of the reasons below applies:

1. A change of enrollment necessitating transfer of staff.

2. Act of God or man-made disasters.

3. To meet the needs of the efficient operation or program needs of the District. In exercise of the right of District initiated transfers, the District shall not act in any manner that is arbitrary, capricious or discriminatory.

Within ten (10) work days from the transfer, the administrator in the area(s) losing or receiving the newly transferred employee shall hold a meeting about any needed work changes with the impacted staff, if any.

C. Employee Initiated Transfers:

1. This procedure is to be used to seek transfers between work sites and changes in assignment at a work site.

2. When a new position is created or an existing position becomes vacant, the vacancy will be posted for transfer for five work days at all work locations at the same time as advertisement to the public.

3. Employees may submit a general request for transfer for the following school year on appropriate District forms. Properly filed requests shall be valid for one (1) year from the date the request is submitted, but shall not jeopardize present assignment and may be withdrawn at any time.

4. Employees may also submit a request for transfer to a specific position on the appropriate District forms.

5. Any employee meeting the minimum qualifications for a vacancy who has submitted a request pursuant to subdivisions (3) or (4) shall be invited to interview for the position.

6. All applicants shall be evaluated for the vacant position based upon the duties, responsibilities, and requirements of the position.

7. The criteria for transfer under this Article shall be applied in consideration of the transfer request. If employees applying for transfer in response to the initial internal posting are determined to be qualified, the most senior employee will be selected.

8. An employee will be notified of a selection or non-selection to a vacancy for which he/she has interviewed. An employee not selected may request a meeting to discuss the reasons for non-selection.

D. Definitions: Promotion: A promotion is the hiring of an employee from his/her current classification to a different classification with a higher salary range. Movement to a different classification: Movement from the employee's current classification to a different classification whether or not the classification is a higher classification than the one the employee currently works in.

1. When a new position is created or an existing position becomes vacant and is not filled through transfer, the vacancy will be posted for promotion or movement to a different classification for five work days at all work locations at the same time as the advertisement to the public. Any criteria or qualifications to be utilized in the selection that are not in the minimum qualifications of the job description shall be included in the internal posting for the promotional opportunity.

2. Employees may submit applications for the promotion or movement to a different classification on the required District forms. Any employee meeting the minimum qualifications for the vacant position shall be invited to interview.

3. All applicants shall be evaluated for the vacant position in the classification based upon the duties, responsibilities, requirements of the position and the length and quality of service already rendered to the District.

4. An internal applicant will be notified of a selection or non-selection to a vacancy for which he/she has interviewed. An employee not selected may request a meeting to discuss the reasons for non-selection.

5. Step Placement upon Promotion: Employees will be placed at a step which shall ensure a minimum of five percent (5%) above the former range and step as long as it does not exceed the maximum salary placement within the new range.

6. Probationary Period: The probationary period for employees who are promoted or moved into a new classification shall be one hundred ninety-nine (199) days of paid service, not to exceed a period of twelve (12) months from the initial hire date.

ARTICLE XI
EVALUATION

A. Evaluations shall be in writing and shall be placed in the employee's personnel file within ten (10) working days of the completion of the evaluation conference with the employee.

B. An evaluation shall be made annually by the employee's immediate supervisor under the supervision of the site administrator, to rate the quality of work performed by each employee. An annual evaluation shall be completed by June 1 of each year.

C. Supervisors shall inform employees of performance deficiencies that may negatively impact the employee's annual evaluation and make specific recommendations for improvement throughout the year prior to the annual evaluation.

D. Supervisors shall review job descriptions and performance expectations with new hires within the first month of employment.

E. The District will work to provide feedback to probationary employees within the first ninety (90) days of employment. Probationary employees shall receive at least one evaluation within the probationary period. The probationary period shall be one hundred ninety-nine (199) days of paid service, not to exceed a period of twelve (12) months from the initial hire date.

F. Employees will be provided advance notice of the scheduled evaluation conference. Immediate supervisors will discuss the actual written evaluations with the employee during the evaluation conference at the time the evaluation is issued. If an employee feels there is a need to discuss the evaluation further, an additional meeting with the supervisor and a representative will be scheduled.

G. Indications of unsatisfactory performance shall relate specific factual instances of the unsatisfactory performance in each comment section.

H. Each employee may file a response to his/her evaluation which will be attached thereto and placed in the personnel file.

I. Failure to respond in writing to an unsatisfactory evaluation does not imply concurrence with the evaluation.

J. The Evaluation Form, attached to this Agreement as Appendix C shall be used and shall not be changed without consulting with CSEA.

K. Any employee in the bargaining unit shall have the right to utilize the grievance procedure provided in this Agreement for failure to follow the procedures and requirements above. The substantive judgment of the evaluator shall not be subject to the grievance procedure.

ARTICLE XII
JOB STEWARDS

A. CSEA shall notify the District in writing of the names of the Job Stewards and the group they represent. If a change is made the District shall be advised of each change.

B. After notifying his/her immediate supervisor, the designated Job Steward shall be permitted to leave his/her normal work area during reasonable times in order to attend a scheduled grievance session with a District Administrator.

ARTICLE XIII
DISCIPLINARY PROCEDURE

A. A permanent employee may be dismissed for cause as defined in this Article, The Governing Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive. Permanent employees who became probationary in a different classification may be removed from such classification, without cause, and returned to the former classification, during the probationary period.

B. Definitions: Definitions as used herein:

Demotion: Assignment to an inferior position or status, without the employee's written voluntary consent.

Disciplinary Action: Any action whereby an employee is demoted, suspended, involuntarily transferred in lieu of other disciplinary action, or dismissed, excluding a layoff for lack of work or lack of funds.

"Cause": Relating to disciplinary action against employee's means those grounds for discipline, or offenses, enumerated in the law or in this Article.

C. No disciplinary action shall be taken for any cause which arose prior to the employee becoming permanent unless such cause was concealed by such employee when it could be reasonable assumed that the employee should have disclosed the facts to the District.

D. Probationary employees shall be subject to dismissal without cause, upon recommendation of the immediate supervisor, provided that the employee shall be entitled, at the employee's request, to a conference with the Superintendent.

E. Employees are subject to disciplinary action for any of the following causes:

1. Unauthorized or excessive absence from work.

2. Abuse of sick leave.

3. Using controlled substances on the job, or reporting to work while under the influence of controlled substances.

4. Misconduct toward other employees, pupils or the public when on duty.

5. Drinking alcoholic beverages on the job or reporting for work while under the influence of alcohol.

6. Falsifying any information supplied to the District on application forms, employment records, or any other District records.

7. Incompetence or inefficiency in the performance of duties.

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

9. Repeated unexcused absence or tardiness.

10. Conviction of a felony or any crime involving moral turpitude.

11. Immoral conduct.

12. Willful or persistent violation of the Education Code or the rules of the Governing Board.

13. Neglect of duty.

14. Dishonesty.

15. Improper political activity as defined under California Education Code section 7054.

16. Willful disobedience.

17. Willful or negligent damage, misuse or waste of District property, supplies, or equipment.

18. Misappropriation of District funds or property.

19. 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.

20. Disorderly Conduct.

F. Employment Status Pending Appeal or Waiver

Except as provided herein, any employee against whom a recommendation of disciplinary action has been issued shall remain in paid status pending his/her appeal or waiver thereof. If the Superintendent or designee determines that a permanent classified employee should be dismissed, and the employee is issued written charges for his/her dismissal that include any of the following causes: (3); (5); (10); (11); (17); or (18) from Section E above, the Superintendent or designee may order the employee immediately suspended from duty without pay in conjunction with the recommendation of dismissal. This suspension order shall be in writing and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after issuance. Except in cases of emergency when the employee must be removed from the premises immediately, the Superintendent or designee shall give the employee written notice of the proposed recommendation of dismissal at least five calendar days before the effective date of any order of suspension issued in conjunction with a recommendation involving dismissal. This notice

shall state that immediate suspension without pay is being considered, the reasons for the proposed dismissal and proposed immediate suspension without pay, materials upon which the proposed action is based, and the employee's right to respond to the Superintendent or designee orally or in writing before the final recommendation and order are issued. If, following the dismissal hearing, the employee is absolved of the charges, he/she shall be entitled to back pay for the period of time he/she was suspended without pay.

G. Procedures for Discipline

1. The charges will be served upon the employee in writing by certified mail or by personal delivery together with a statement of the proposed discipline.

2. The charges shall contain a clear and concise statement of the acts and omissions upon which the proposed discipline is based, and a statement of the cause for the action. If it is claimed that the employee has violated a rule or regulation of the Board, such rule or regulation shall be set forth in the notice.

3. A permanent employee who has been recommended for suspension, demotion, or dismissal shall be given written notice containing the following:

   a. The specific charges against him/her;

   b. A statement of the right to a conference with the Superintendent/Designee and a right to a formal hearing before the Board of Education;

   c. A statement of the time within which a hearing/conference must be requested, which shall not be less than five (5) days after service of the notice to the employee; and

   d. A card or paper for requesting a hearing or conference.

4. The employee shall request a conference and/or hearing by checking the appropriate box on the card or paper. Failure to request a conference and/or hearing within the time limit stated in the notice or failure to appear at the hearing and/or conference constitutes a waiver of the right to a hearing and/or conference.

5. Upon request, the employee shall have a conference with the Superintendent/Designee to respond to the charges. The employee may submit a written response to the charges. The employee may have a Union representative at the conference. The conference shall not be tape-recorded. The Superintendent/Designee shall render a written decision within ten (10) days after the conference. If the employee is not satisfied with the Superintendent/Designee decision, the employee may notify the District in writing within (5) days after service of the decision that he/she wishes to proceed with the formal hearing.

6. For the purposes of this Article, the word "service" shall mean the date on which a notice or the document is placed in the first class mail to the most recent address of record, if the

document is mailed, or if the document is served personally, the date on which the document is received. "Filing" shall mean actual delivery of a letter or document to the District Office.

7. The hearing shall be conducted within thirty (30) days after receipt of the request for hearing, in Closed Session of the Board of Education, unless the employee requests an open hearing or before a hearing officer. The Board may elect to delegate authority to a hearing officer to conduct the hearing with or without the presence of the Board, and to prepare a recommended decision, which shall be advisory to the Board.

8. Following the hearing, the decision to sustain or deny the appeal shall be made by the Board of Education, whose decision shall be final

9. Notice of disciplinary action to be imposed after a hearing or after waiver of the right to a hearing shall be given to the employee in writing by certified mail or by personal delivery.

ARTICLE XIV
LEAVES

A. SICK LEAVE

1. An employee's absence from work due to illness or injury shall be designated as sick leave and, in accordance with policy, shall be time lost with pay. All twelve (12) month classified employees employed five (5) days a week shall earn sick leave at the rate of one (1) day per month full pay, for each month of service. An employee employed less than full time shall earn sick leave proportional to the hours and months worked. The rate of pay shall be the same pay which would have been received had the employee served during the day of illness; such rate of pay shall apply to the twelve (12) days or the proportionate number of days per year referred to above. Employees whose use of sick leave for illness doesn't exceed two (2) days per school year shall be granted one (1) additional day of sick leave.

2. Employees may accumulate unused sick leave without limitation. Notice of sick leave credit shall be given to all employees each year by October 1.

3. Employees must contact the District Office in advance of taking sick leave whenever possible in order that other arrangements may be made for the service needed.

4. Employees who are absent for five (5) or more consecutive working days must submit a medical note from a physician confirming the dates of absence and when the employee is released to return to their position with or without restriction. The Superintendent may request proof of illness from a physician for illnesses of any length for good cause. This policy shall not be applied in an arbitrary and capricious manner.

5. When a regular classified employee requires additional sick leave, and upon presentation of a doctor's statement, supporting such need to the superintendent or his designee, the employee shall be granted extended sick leave not to exceed five (5) months. The amount deducted from the salary due the employee for any month in which the absence occurs shall not exceed the amount actually paid the substitute employee employed to fill the position during the employee's absence. The amount paid the substitute employee during any month shall be less than the salary due the employee absent from duties.

6. An employee, upon ability to resume the duties of a position within the class to which he/she was assigned, may do so at any time during the leaves of absence granted under this section and time lost shall not be considered a break from service. He/she shall be restored to a position, within the class to which he/she was assigned and, if at all possible, to his/her position with all rights, benefits and burdens of a permanent employee.

7. The paid sick leave authorized under this rule shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the employee is entitled and shall be used only after exhaustion of all other paid leave.

8. Full sick leave accumulation shall be transferred to another School District upon termination, provided the conditions in the Education Code section 45202 are met.

B. PREGNANCY DISABILITY AND PARENTAL LEAVE

The Board shall provide for leave of absence from duty for any classified employee of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefore.

1. Pregnancy Disability Leave

An employee shall be entitled to a leave of absence form duty where, as verified by a statement of her physician, such absence from duty is required due to disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom. Whenever possible, required for such leave shall be submitted to Human Resources at least four (4) weeks prior to the anticipated date on which the leave is to commence.

During the period of time that the employee is physically disabled and unable to perform their regular duties due to pregnancy, miscarriage, childbirth and recovery therefrom, the employee may utilize accumulated sick leave and extended sick leave as permitted by law.

An employee on pregnancy disability leave pursuant to this section shall continue to receive his/her District provided health benefits as an active employee for up to four months, at the same level and under the same conditions that coverage would have been provided if the employee had not taken the pregnancy disability leave.

2. Parental Leave

Eligible employees may choose to take up to 12 workweeks of leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee ("parental leave") consistent with the provisions of Education Code section 45196.1 and the California Family Rights Act ("CFRA"). Employees desiring to use parental leave shall request the leave from the Human Resources Department and provide notice of the dates of the requested leave at least thirty (30) days in advance of the requested start date of the leave whenever possible. Employees taking parental leave under this section have the option to utilize accumulated sick leave as provided under this Agreement until such leave is exhausted. Thereafter, the employee may use extended sick leave as provided pursuant to section 45196.1 of the Education Code for any of the remaining portion of the 12-workweek period. If the employee has exhausted his or her extended sick leave, the remaining portion of the 12-workweek period will be unpaid. An employee on parental leave pursuant to this section shall continue to receive his/her District provided health benefits as an active employee at the same level and under the same conditions while on parental leave to the extent permitted by law.

C. INDUSTRIAL ACCIDENT OR ILLNESS LEAVE

1. Employees who are absent from duty because of injury or illness resulting from industrial accidents qualifying under provisions of Worker's Compensation Insurance shall be allowed, for each such accident, leave with full salary from the first day of absence to and including the last day absent because of said injury or illness, subject to the following provisions:

   a. Allowable leave for such injury or illness shall not exceed sixty (60) working days in any one fiscal year for the same accident.

   b. This leave in not accumulative from year to year, and if the industrial accident overlaps into a new fiscal school year, the employee will have available only that amount of leave which was not used in the prior year for the same accident.

   c. Disability checks received from Worker's Compensation must be endorsed by the employee for payment to the District. The District will pay the employee his/her full day's wage, but no more. Normal authorized deductions, including retirement contributions, will be deducted from the warrant. This leave shall be reduced by one (1) full day for each day of absence within the period of the allowed sixty (60) days.

2. Employees who have exhausted the leave provided for in the able section, and are not yet medically able to return to employment and any classified employees qualified for Worker's Compensation payments, who because of lack of necessary vacation time, or other available leave provided by law or by action of the Governing Board of this District shall be subject to the following provisions:

   a. During such leave the District will pay the employee his/her Worker's Compensation checks to the District. Normal authorized deductions, including retirement contributions, will be deducted from the warrant.

   b. For each day that the employee is absent and receiving Worker' Compensation payments, the District shall charge his/her available leave only for that portion of days' pay and amount of daily pay represented by the Workers' Compensation payment endorsed to the District.

3. The Board reserves the right to grant to any employee additional paid or unpaid leave of absence for industrial accident or illness, subject to the following provisions:

   a. It must be apparent that the employee will not be medically able to return to work at the time all available leave as specified above has been exhausted.

   b. The employee, before the exhaustion of all leave available as stated above, shall request in writing additional paid or unpaid leave, stating the reasons why he/she believes such additional leave should be granted.

c. The Board in considering such requests shall give due consideration to such matters as employee's length of service and past performance in the District.

d. If the Board, in its discretion, grants additional paid or unpaid leave, such leave shall be effective on the first day following the last day of leave available under the provisions above.

4. Periods of absence, as provided above, shall not be considered a break in service, and during such periods of leave the employee shall have the absolute right to return to his/her position when able to do so.

5. When all paid or unpaid leave of absence, including any leave of absence included in 3 c. above, have been exhausted the employee will be placed on a reemployment list for a period of thirty-nine (39) months. During this time and when able to return to work, he/she has a right to fill the first vacancy in his/her previous classification over all available candidates except:

   a. If there is a reemployment list as a result of layoffs for lack of work or lack of funds names will be listed according to seniority.

   b. If the employee is ordered to report to duty and refuses or fails to do so, he/she will be dismissed from District service.

6. During absence due to industrial accident the employee must remain in California unless the Board grants him/her permission to leave the State.

D. WORKER'S COMPENSATION TEMPORARY DISABILITY LEAVE

1. Any employee who is absent because of injury or illness which arose out of and in the course of his/her employment, and for which he/she is receiving temporary disability benefits under the Workers' Compensation laws of this state, shall not be entitled to receive wages or salary from the District which, when added to the temporary disability benefits, will exceed a full days wages of salary.

2. During such periods of temporary disability, so long as the employee has available for his/her use sick leave, vacation, compensating time off or other paid leave of absence; the District shall require that temporary disability checks be endorsed for payment to the District. The District shall then cause the employee to receive his/her normal wage or salary less appropriate deductions including but not limited to employee retirement contributions.

3. When sick leave, vacation, compensating time off or other available sick leave is used in conjunction with temporary disability benefits received from Worker's Compensation, as provided in this section, it shall be reduced only in the amount necessary to provide full days' wage for salary when added to the temporary disability benefits.

E. PERSONAL NECESSITY LEAVE

Personal Necessary: Employees may elect to use up to six (6) days of accumulated sick leave in any one (1) school year for the following purposes:

1. Death of a member of his/her immediate family (this would be in addition to normal bereavement leave.)

2. Accident involving his/her person, or the person or property of a member of the immediate family of such an emergency nature that the immediate presence of the employee is requited during his/her day.

3. Appearance in court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction.

4. Serious or critical illness of a member of an immediate family, calling for the services of a physician, and the immediate presence of the employee, which is required during his/her workday.

5. A parent, guardian, or grandparent having custody of one or more children in kindergarten or grades 1 to 12 or attending a licensed child day care facility, may use personal necessity leave for the purpose of participating in activities of the school or licensed child day care facility of any of his or her children. (See subsection K regarding Family School Partnership Leave below.)

6. Employees electing to use accumulated sick leave for any of the above purposes shall submit a request, in writing, to the District Office, stating the reasons for the absence, with the dates of absence to be covered. The request should be submitted before the leave is taken, if possible, but shall be submitted within forty-eight (48) hours upon returning.

7. Other reasons for personal necessity prescribed by the Governing Board are:

    a. An act of God is an event that happens purely through the operation of nature, unmixed with any human agency or human negligence: e.g., snow, storms, forest fires, extreme fog, earthquake, etc. The District will pay for the substitute and not charge to sick leave, if the "Act of God" can be verified by newspaper, etc.

    b. If any other circumstances cause a unit member to be absent, the employee has the option to work the equivalent of an extra school day or lose a day's pay. The compensatory work is to be equivalent to the satisfaction of the Board with the approval of Superintendent.

    c. Matters of compelling personal importance, civic business (other than seeking new employment) or religious activities, which cannot be conducted before or after the

school day. The use of personal necessity leave for the above reasons shall require the prior approval of the site administrator.

F. BEREAVEMENT LEAVE

1. Every person employed in the classified section of any School District shall be granted necessary leave of absence, not to exceed five (5) days, on account on the death of any member of his/her immediate family.

2. No deduction shall be made from salary of such employee nor shall such leave be deducted from leave granted by other sections of this code or provided by the Governing Board of the District.

3. The Governing Board may enlarge the benefits of this section and may expand the class of relatives listed below as members of the immediate family.

4. Members of the immediate family, as used in this section, means the other, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee, and to include, foster children.

5. Other family members (e.g., brother-in-law, etc.) may be included with the recommendation of the Superintendent and the approval of the School Board.

G. LEAVES-MISCELLANEOUS: The Board of Trustees may grant leaves of absence, paid or unpaid, to classified employees. Each case will be judged on its own merits.

H. JURY DUTY

1. An employee shall be entitled to leave without loss of pay for the time the employee is required to perform jury duty.

2. The District shall pay the employee the difference, if any, between the amount received for jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.

I. MILITARY LEAVE

1. Employees shall be granted any military leave to which they are entitled, under federal and state law.

2. Employees shall be required to request military leaves in writing and upon request, to supply the District with "orders" and status reports.

J. NOTICE: If any employee has advance notice of a planned absence under any of the above leaves (e.g., a doctor's appointment or jury duty), he/she shall provide written notice to the site administrator at least 72 hours in advance notice, he/she will notify the administrator as soon as possible. Failure to provide such notice may constitute a basis for the denial of pay for such leave unless good excuse to the satisfaction of the Superintendent is provided in writing.

K. FAMILY SCHOOL PARTNERSHIP LEAVE

1. An employee, who is a parent, guardian, or grandparent having custody of one or more children in kindergarten or grades 1 to 12 or attending a licensed day care facility, may use vacation, personal leave, or compensatory time off for the purpose of participating in activities of the school or licensed child day care facility of any of his or her children if the employee provides the employer with reasonable notice. The employee can take off up to a maximum of forty (40) hours a calendar year not to exceed eight (8) hours a month for these purposes. An employee may also use time off without pay for this purpose with the District's prior approval.

2. If both parents of a child are employed by the same employer at the same worksite this entitlement applies only to the parent who first gives notice to the employer. The other employee may take a planned absence at the same time for these purposes only with prior approval by the District.

3. The employee, if requested by the District, shall provide documentation from the school or licensed child day care facility activities on a specific date and at a particular time.

4. Unit members must provide request for leave at least four (4) days in advance for being granted approval for this leave. Less advance notice may be accepted at the District's discretion under extenuating circumstances.

ARTICLE XV
HIRING

A. Short-term Employees: The District shall notify CSEA in writing of any proposed hiring of short-term employees and shall indicate the project for which hired and the probable duration of employment at least ten (10) days prior to the employment unless unusual circumstances require or reassignment of such employees to bargaining unit positions.

B. No employee shall fill a short-term position for more than 195 days in any school year.

ARTICLE XVI
SAFETY

A. Employees may notify their immediate supervisor in writing concerning an unsafe condition in the District directly affecting their physical welfare.

B. Their immediate supervisor shall investigate, as soon as practicable, and rectify where necessary said reported unsafe condition and advise the unit member in writing within five (5) working days of any findings and corrective actions.

C. If the immediate supervisor fails to respond within (5) working days, the employee may forward the report to the next level manager who shall respond to the employee, in writing, within five (5) working days.

ARTICLE XVII
WORKING OUT OF CLASSIFICATION

Any bargaining unit employee who is required to perform duties which are inconsistent with his/her job description for any period of five working days or more within a twenty (20) day calendar period shall have his/her salary adjusted upwards for the entire period worked out of classification and shall receive five (5%) percent in addition to his/her regular rate of pay as compensation for the inconsistent duties.

ARTICLE XVIII
LAYOFF

A. When, as a result of the expiration of a specifically funded program, classified positions must be eliminated at the end of any school year, and classified employees will be subject to layoff for lack of funds, the employees to be laid off at the end of such school year shall be given written notice on or before April 29th informing them of their layoff effective at the end of such school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, such notice shall be given not less than sixty (60) days prior to the effective date of their layoff.

B. When, as a result of a bona fide reduction or elimination of the service being performed by any department, classified employees shall be subject to layoff for lack of work. Affected employees shall be given notice of their displacement rights, if any, and reemployment.

C. Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of classified employees, nor layoff for lack of work resulting from causes not foreseeable or preventable by the Governing Board, without the notice required by section A or B above.

D. Whenever a classified employee is laid off, the order of layoff within the class shall be determined by length of service. The employee, who has been employed that shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff.

E. Employees in layoff status will be granted preference in assignment to any vacant position provided they possess the minimum qualification, and are deemed equal, in the sole opinion of the District, to other candidates for the position.

F. Unit members subject to layoff may use personal necessity leave for employment interviews and application processes with potential employers.

G. Unit members who have been displaced and are bumping into new positions shall be given sufficient training.

H. The District shall only assign to remaining employees such amounts of work which an employee can complete during a stated length of workday for each remaining classification where a layoff or reduction has occurred.

I. The District shall release all temporary, short term and substitute employees in all affected classifications prior to the layoff or reduction in hours of bargaining unit positions.

J. The District shall not transfer the work of any laid-off or reduced bargaining unit member to any employee outside the CSEA bargaining unit.

K. The District shall not contract out any work performed by laid-off bargaining unit members.

L. Volunteers shall not be used to perform any work done by laid-off bargaining unit members.

M. The provisions of this Article contain all terms of layoff, excluding the effects of layoff, for which the District and the Association shall negotiate.

ARTICLE XIX
GRIEVANCE PROCEDURE

A. Definition: A grievance is defined as ay complaint of an employee, employees, or CSEA, involving the interpretation, application, or alleged violation of any specific provision of this Agreement.

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

C. A "day" is a day in which the central administrative office of the District is open for business.

D. An aggrieved employee may present directly or through his/her CSEA representative his/her grievance.

E. Informal Level: Any employee who has a grievance shall present it orally to the site administrator within ten (10) working days after the alleged violation occurs. The site administrator shall meet with the employee and attempt to resolve the matter within ten (10) working days.

F. Formal – Level I:

1. If the resolution at the informal level is not satisfactory to the grievant, he/she shall present such grievance in writing to his/her site administrator within ten (10) working days.
2. This written grievance shall contain a statement of the grievance, the specific section of the contract allegedly violated, and the remedy sought. The site administrator or designee shall communicate a decision to the employee in writing with ten (10) working days.

G. Level II

1. In the event the employee is not satisfied with the decision at Level I, he/she may appeal the decision, in writing, to the Superintendent or his/her designee within ten (10) working days.

2. This written appeal should include a copy of the original grievance, the copy of the decision rendered in Level I, and a clear, concise statement of the reasons for the appeal.

3. The Superintendent of designee shall meet with the grievant and communicate a decision within fifteen (15) working days.

H. Level III

1. If the grievant is dissatisfied with the decision rendered at Level II, CSEA may within five (5) working days of receipt of such decision, request in writing that the grievance go to arbitration.

2. Upon receipt of CSEA's written request that the grievance go to arbitration, the parties shall attempt to agree on a mutually acceptable arbitrator. If the parties are unable to agree on a mutually acceptable arbitrator, the parties shall request a list of arbitrators from California State Mediation and Conciliation Services or the American Arbitration Association to jointly strike names from, or alternatively request the assignment of an arbitrator from the Office of Administrative Services.

3. The parties may agree by mutual consent to the expedited rules and procedures.

4. The arbitrator's decision will be in writing and will set forth its findings of fact, reasoning (unless the parties have agreed to use the expedited procedures as indicated above), and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding on the parties.

5. All costs of the services of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses and the cost of any hearing room, and release time for the grievant, if applicable, will be borne equally by both parties. All other costs will be borne by the party incurring them.

I. Powers of Arbitrator

1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

2. The arbitrator shall have no power to recommend or resolve the modifying or altering of administrative value judgments involving evaluation, with the exception of the established procedural provisions for evaluating employees.

3. The arbitrator shall have no power to recommend or resolve the Claims or complaints for which there is another remedial procedure including procedures specified in the Education Code.

4. The arbitrator shall have no power to change any practice, policy or rule of the District no to substitute his/her judgment for that of the District as to the reasonableness of any such practice, policy, rule, or any action taken by the District.

5. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall rule on such arbitrability.

J. Miscellaneous Provisions

1. Hearings held under this procedure shall be conducted at a time and place, which will afford a fair, and reasonable opportunity for all persons entitled to be present to attend.

2. Advance Step Filing: If a grievance is occasioned by the action (or lack of action) of person(s) higher than that of the immediate supervisor, the grievance may be filed at Step II. Such filing shall be termed advanced step filing. Time lines shall be adjusted to accommodate such filing.

3. Grievance(s) which affect more than one employee in a single building or employees in more than one building may be consolidated by CSEA and initiated at Step II.

4. Any employee may present grievances relating to a contract dispute to his/her employer and have such grievances adjusted without the intervention of the exclusive representative or employee organization as long as the adjustment is not inconsistent with the terms of this Agreement.

5. The District shall not agree to the adjustment or resolution of the grievance until the exclusive representative or employee organization has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response at the appropriate level within three (3) days of receipt of the proposed resolution.

6. The District and CSEA agree that every effort will be made by management and the grievant to settle grievances promptly at the lowest level.

7. Inasmuch as dissatisfaction and disagreements arise among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably upon an employee's good standing, performance, loyalty or desirability to the District.

8. Employees, employee representatives and all other person involved in the presentation of a grievance will be free from restraint, interference, coercion, discrimination, or reprisal.

9. Failure by the District to adhere to decision deadlines constitutes the right for the aggrieved to appeal automatically to the next step (higher level). Failure of the grievant to adhere to the submission of deadlines shall mean that the grievant waives any right to further appeal. However, nothing prevents the parties from extending the dates by mutual agreement.

10. In the event a grievance is filed at such time that it cannot be processed through all steps in this Grievance Procedure by the end of the School Year and, if left unresolved until the beginning of the following School Year, could result in harm to an aggrieved person, the time limits set forth herein will be reduced by mutual agreement so that the procedure may be exhausted prior to the end of the school year or as soon as it is practicable.

11. All documents dealing with the processing of the grievances shall be filed separately from the personnel files of the participants.

12. When a grievance has been filed by a grievant, the grievant or representative may terminate the grievance at any time by giving written notice to the District or its designee.

13. The grievant has the right to have a representative present at any step of the grievance procedure.

14. Grievance meetings and hearings will be scheduled by the District at mutually convenient times and places during District hours.

15. Such meetings will be scheduled so as to minimize interference with regular employee duties.

    a. If a grievance meeting is scheduled during duty hours, reasonable employee release time, without loss of salary will be provided to the grievant, to CSEA representative if one is to be present, and to any witness who attends by mutual agreement.

    b. For arbitration hearings the grievant and witnesses as required shall be afforded released time and mileage.

ARTICLE XX
SEVERABILITY

If any of this Agreement is held to be contrary to law by court of competent jurisdiction, such provisions will be null and void except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE XXI
SALARY

A. Salary Increase

1. For the 2017-18 school year, and retroactive to July 1, 2017, the classified employee salary schedule shall be increased by one percent (1%). Also for the 2017-18 school year, classified employees employed in the District as of June 15, 2018 shall receive a one time, off schedule, payment equal to two percent (2%) of their annual salary. The retroactive and one time, off schedule payments pursuant to this provision will be paid within sixty (60) days of the date of ratification and final approval of this Agreement.

2. For the 2018-19 school year, and effective July 1, 2018, the classified employee salary schedule shall be increased by three percent (3%).

3. For the 2019-20 school year, and effective July 1, 2019, the classified employee salary schedule shall be increased by two percent (2%). For the 2019-20 school year only, in the event the District's certificated employees receive an unconditional salary increase greater than two percent (2%), the classified employee salary schedule shall be increased by the difference between the amount the certificated employees receive and the two percent received pursuant to this Agreement. For purposes of this provision, an "unconditional salary increase" means an increase to salary that is not conditioned on the certificated employees providing something in exchange for the salary increase.

B. Longevity: Upon reaching the tenth (10) year of District-paid service, an employee shall be eligible for a longevity increment of $150.00 annually.

1. Upon reaching the fifteenth (15th) year of District-paid service, an employee shall be eligible for a longevity increment of $250.00 annually.

2. Upon reaching the twentieth (20) year of District-paid service, an employee shall be eligible for an additional longevity increment of $150.00 annually. (For a total of $400.00 annually)

C. Salary schedules are in Appendix B. Appendix B shall state which classifications are 10, 11 and 12-month positions.

D.

1. Employees may choose to have their salaries distributed on a ten (10), eleven (11), or twelve (12) month basis. Employees may not receive salary payments in months they do not work. Therefore, if a ten (10) month employee chooses a twelve (12) month payment plan, he or she will receive three separate paychecks in the month of June of that fiscal year. Changes in payment schedule must be requested in writing by the employee before June 1st of the prior school year.

2. Employees who work less than a twelve month work year shall have their monthly salary calculated as follows: the actual number of work days, plus holidays that occur within the employee's work year, multiplied by the hourly rate for the employee's classification placement on the salary schedule, divided by the actual number of months worked or the number of paychecks the employee has requested for that year.

E. Classified employees shall be paid once a month.

F. Step increases shall be provided on July 1 of each year for eligible employees. Employees receiving step increases shall receive written notification of the step change.

ARTICLE XXII
FRINGE BENEFITS

A. For the 2014-2015 school year, Emery Unified School District shall pay the actual premium cost for the Kaiser Medical Plan that is comparable in coverage to the plan offered in the 2013-2014 school year (2013-2014 plan known as KN-3) for employees and their dependents, or provide an equivalent amount to be used for a health plan for employees and their dependents.

B. Employees and covered dependents shall be provided dental and vision coverage according to plan currently available in the District.

C. Effective January 1, 2015, and pursuant to the Affordable Care Act (ACA) employees working a full six (6) hours or more are eligible for fully paid benefits per Section A above. Effective January 1, 2015, employees working less than a full six (6.0) hour day and requesting health benefits shall have those benefits prorated by the hours worked.

D. Employees and dependents have certain rights to continue in certain District benefit programs after leaving employment of the District, at employee expense, under federal law (COBRA).

E. The Association and the District agree to participate in a cost-containment committee to explore alternate benefit plans and structures in order to contain cost of coverage to the District and employees, including but not limited to changing carriers, modifying plans, and establishing an Internal Revenue Code Section 125 Plan. The committee shall begin meeting no later than September 12, 2014.

F. Future District Contribution Determined by Negotiations

Until modified in future negotiations, the District's required contribution for any of the health benefit premiums shall not exceed the required contribution amount that will exist on June 30, 2015.

Future negotiations on the District's contribution to health benefit premiums is not limited to, but shall include discussions and an exchange of information on the following:

1. The District's ability or inability to pay the increases to health benefit premiums for the school year being negotiated.

2. Calculation of any percentage or amounts proposed to be contributed to the premium by the eligible bargaining unit members.

3. Consideration of a maximum percentage or amount eligible bargaining unit members may be required to contribute to health benefits premiums.

4. Consideration of whether the total compensation (including both salary and fringe benefits) of bargaining unit members have kept pace with cost of living increases in the Bay Area.

ARTICLE XXIII
HEALTH PLAN AFTER RETIREMENT

A. Eligibility: To be eligible for District-pain health insurance, retiring employees must meet the following conditions:

1. Be employed by the District for a period of twenty (20) years.

2. Be no less than fifty-five (55) years of age.

3. Be eligible for PERS retirement benefits. This includes disability retirement, irrespective of age.

B. Benefits:

1. The District shall pay one hundred percent (100%) of the retiring employee's single premium rate up to age sixty-five (65).
2. Part-time employees shall be on a pro-rated basis.

C. This Article shall remain in effect provided a net saving to the District can be demonstrated on an annual basis. If a net saving in not realized, this provision shall be terminated. However, employees retiring prior to termination shall continue to be covered until age sixty-five (65).

ARTICLE XXIV
PROFESSIONAL GROWTH AND TRAINING

A. Training Programs: All CSEA members shall be provided training needed to successfully perform their jobs as identified by their immediate supervisor. The scheduling of this training shall be coordinated between the immediate supervisor and the employee. If a training and in-service is held outside the regular workday, the employee will be paid at the employee's hourly rate for the actual training or in-service hours not to exceed eight (8) hours.

B. Professional Growth Award Program: Professional Growth is defined as job related training or course work, which benefits the District and enhances job performance. All permanent classified employees represented by CSEA shall be eligible to enroll in the Professional Growth program. Probationary employees may enroll in course work but shall not receive credit until they achieve permanent status.

1. All requests for courses to be taken must have prior approval of the employee's immediate supervisor and the Director of Human Resources. Approval or disapproval will occur within 15 working days. If approved, a copy of the request will be returned to the employee. If not approved, the employee may request a meeting with his/her supervisor and the Director of Human Resources. If the immediate supervisor and/or the Director of Human Resources denies the request, the employee may appeal to the District Superintendent whose decision shall be final.

2. Effective July 1, 2013, a Professional Growth Award may be earned by:

   a. Completing three (3) semester units (or four and a half (4.5) quarter units) of job related work in a junior college, university, university extension, or other accredited institution. Credit will not be granted for audited courses.

   b. Completing specific in-service courses which are job related, have received prior approval from the District and which are attended outside of work hours.

   c. Attendance at job-related workshops and conferences, which have received prior approval from the District. The amount of credit earned will be determined by the District at the time the request for approval is considered.

3. A one time award of $50.00 for each three (3) semester units approved by the District shall be granted to employees upon successful completion of courses and upon verification per this Article. Any units earned in excess of the units required for an award may be applied towards subsequent awards, providing, however, that a maximum of nine (9) units in any one (1) year be approved for awards. Credit for Professional Growth is limited to a total of sixty (60) units. (There are a total of twenty (20) Professional Growth awards.) The Professional Growth award shall be paid on the first pay check following approval by the immediate supervisor and the Director of Human Resources. The $50.00 shall be in addition to the employees' base salary.

4. All Professional Growth Award credits will be figured in semester units. Institutional credit in terms of quarter units will be converted into semester units on the basis that one (1) quarter unit is equivalent to two-thirds (2/3 = 0.66) of one (1) semester unit.

5. The District will accept the number of units of credit by the educational institution where the course was completed, upon submission of official transcripts from the educational institution or other official certification.

6. When an educational institute (i.e., universities, colleges, community colleges, trade schools and adult education schools) indicates the number of hours of participation, rather than a specific number of units, one (1) semester unit will be granted for each twelve (12) hours (minimum) of classroom participation and in multitudes of six (6) hours thereafter for each additional one-half (½) semester unit. Twelve (12) hours equal one (1) semester unit, eighteen (18) hours equal one and a one-half (1 ½) semester units, twenty-four (24) hours equal two (2) semester units, thirty (30) hours equal two and one-half (2 ½) semester units, etc.

    a. One (1) semester unit will be granted for each twelve (12) hours of participation and successful completion in institutes, lectures, conferences, workshops, seminars, first aid courses, and CPR courses.

7. It is the responsibility of the individual employee to apply for Professional Growth Credit, to receive prior approval from the District and to verify satisfactory completion of all course work. Satisfactory completion can be verified by presentation of an official transcript, report card, or other official document from the institution where the course was taken.

C. Paraeducator Requirements: Unless requirements change in the No Child Left Behind Act of 2001, or its subsequent reauthorization(s), all paraeducators must meet the following requirements as defined in NCLBA:

1. Possess a high school diploma AND

2. Complete an Associate's degree or at least two years of college study (48 units) OR

3. Pass a local assessment measuring knowledge in the subject area in which the employee assists instruction.

Paraeducators exempt from the requirements include translators, any employee not involved in instruction, and any employee not working in a Title I funded program or a designated Title I school site.

D. Automatic Promotions/Salary Increases

Instructional Assistants who have completed course work as described above shall be promoted as follows:

1. Completion of 40 semester units – Assistant II

2. Completion of 60 semester units – Assistant III

All coursework submitted must be directly related to the employee's current job assignment, as determined by the District. It is the responsibility of the individual employee to receive prior approval from the District and to verify satisfactory completion of all course work. Satisfactory completion can be verified by presentation of an official transcript, report card, or other official document such as a signed certificate of completion for workshops and conferences from the institution where the course was taken. All requests for courses to be taken must have the prior approval of the employee's immediate supervisor and the Director of Human Resources. If the immediate supervisor or the Director of Human Resources denies the request, the employee may appeal to the District Superintendent whose decision shall be final.

All other classifications shall, upon completion of the same number of units as above, receive a percentage salary increase equal to the percentage increase of the movement from Instructional Assistant I to Instructional Assistant II, and Instructional Assistant II and Instructional Assistant III.

ARTICLE XXV
RECLASSIFICATION

A. By no later than June 30, 2019, the parties shall review all current job descriptions every three (3) years for the purpose of determining if the position(s) shall be reclassified.

B. The intent of the reclassification is to provide employees with a commensurate salary based upon the additional knowledge and responsibilities required of the position. Any change in salary as a result of the reclassification shall be negotiated with CSEA.

C. Within the three year period following the full review of current job descriptions described in Paragraph A, up to a maximum of three (3) unit members may request that their position be reviewed based their belief that they are performing additional and/or higher level duties than described in the job description for the classification held. Any such request must be submitted in writing, using the Reclassification Request Form in Appendix --, to the Director of Human Resources. Upon receipt of a Reclassification Request Form, the Director shall, within fifteen (15) working days of receipt of the request, convene a meeting with the employee, the site administrator, and the CSEA President to determine if: there is cause for reclassification, there is no cause for reclassification, or there is cause to conduct a study to determine if reclassification is appropriate. The employee should receive a response to the request within 45 working days of the initial request.

ARTICLE XXVI
DURATION

This Agreement shall be in effect from July 1, 2017 through June 30, 2020. There shall be no re-openers during this time period.

SIGNATURE PAGE

FOR THE EMERY UNIFIED SCHOOL DISTRICT:

Dr. Quiauna Scott
Superintendent

Date: 10/2/18

Marian Harrell, Director of Human Resources

Date: 10/1/18

FOR CSEA, CHAPTER 559:

Marcia Parham
President, CSEA, Chapter 559

Date: 9/28/'18

Mary McGruder
Vice President, CSEA, Chapter 559

Date: 9-28-2018

Gracie Smith,
Shop Steward, CSEA, Chapter 559

Date: 9-28-2018

Terry James
Negotiating Team Member
CSEA, Chapter 559

Date: 9-28-2018

Kathy Rollins, Labor Relations Representative, CSEA, Chapter 559

Date: 9/28/18

APPENDIX A
CLASSIFIED SALARY SCHEDULE

CLASSIFIED SALARY SCHEDULE
Effective 7/1/2018

	Range									
Step	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**
1	10.92	11.18	11.46	11.75	12.05	12.34	12.66	12.97	13.30	13.62
2	11.46	11.74	12.04	12.33	12.65	12.95	13.29	13.61	13.97	14.31
3	12.04	12.33	12.65	12.95	13.29	13.61	13.96	14.30	14.66	15.03
4	12.64	12.94	13.28	13.60	13.95	14.28	14.65	15.02	15.40	15.78
5	13.27	13.59	13.94	14.28	14.65	15.01	15.38	15.77	16.15	16.57
	11	**12**	**13**	**14**	**15**	**16**	**17**	**18**	**19**	**20**
1	13.98	14.31	14.68	15.05	15.42	15.80	16.20	16.61	17.03	17.45
2	14.66	15.03	15.42	15.80	16.18	16.60	17.02	17.43	17.88	18.32
3	15.40	15.78	16.18	16.59	17.00	17.42	17.86	18.31	18.76	19.24
4	16.17	16.58	16.99	17.41	17.85	18.30	18.76	19.22	19.70	20.20
5	16.98	17.40	17.83	18.29	18.74	19.21	19.69	20.19	20.69	21.20
	21	**22**	**23**	**24**	**25**	**26**	**27**	**28**	**29**	**30**
1	17.81	18.33	18.79	19.26	19.74	20.23	20.74	21.26	21.78	22.33
2	18.78	19.24	19.73	20.22	20.73	21.24	21.77	22.32	22.87	23.46
3	19.71	20.22	20.71	21.22	21.76	22.30	22.86	23.44	24.03	24.62
4	20.71	21.21	21.75	22.28	22.84	23.42	24.02	24.60	25.22	25.85
5	21.74	22.27	22.83	23.41	24.00	24.59	25.21	25.83	26.49	27.14
	31	**32**	**33**	**34**	**35**	**36**	**37**	**38**	**39**	**40**
1	22.89	23.47	24.06	24.66	25.27	25.90	26.55	27.21	27.89	28.59
2	24.04	24.63	25.26	25.89	26.54	27.19	27.88	28.57	29.29	30.02
3	25.24	25.86	26.51	27.18	27.86	28.55	29.27	30.00	30.75	31.53
4	26.50	27.16	27.84	28.54	29.25	29.98	30.73	31.50	32.29	33.10
5	27.82	28.53	29.23	29.96	30.71	31.48	32.27	33.08	33.90	34.75

APPENDIX B
Classified Position/Pay Ranges

Secretarial, Clerical	Range
Office Manager - (11M)	*29 Inactive*
Office Support Specialist I – (11M)[1]	28
Office Support Specialist II – (11M)	30
School Improvement Assistant - (11M)	*27 Inactive*
Registrar / Data Coordinator - (11M)	*28 Inactive*
District Secretary - (12M)	*29 Inactive*
Fiscal Services Specialist - (12M)	40
Librarian	
District Librarian Tech – (10M)	*20 Inactive*
Instructional Assistants	
Bilingual Parent Outreach Coordinator	40
Instructional Assistant I – (10M)	16
Instructional Assistant II – (10M)	18
Instructional Assistant III – (10M)	20
Preschool Aide – (10M)	*TBD Inactive*
Preschool Non-Credentialed Teacher – (10M)	*TBD Inactive*
Student Mentor	22
Maintenance	
Custodian – (12M)	*28 Inactive*
Custodian/Groundskeeper – (12M)	28
Groundskeeper – (12M)	*25 Inactive*
Maintenance Worker – (12M)	30
Operations	
Noon Duty Supervisor – (10M)	*09 Inactive*
Playground/Cafeteria Monitor – (10M)	16
Campus Security Monitor (10M)	19
Campus Monitor/Security Supervisor – (10M)	*22 Inactive*
After School Site Program Coordinator (11M)	*29 Inactive*
Recruitment, Retention & Outreach Specialist – (12M)	*39 Inactive*
Food Services	
Food Service Worker – (10M)	17
Food Service/Driver – (10M)	*16 Inactive*
Food Service Lead – (10M)	*21 Inactive*
Technology	
Technology Associate – (12M)	30
Technology Assistant – (11M)	*29 Inactive*
Computer Technician I – (10M)	*20 Inactive*

10 Month Calendar is scheduled with 181 work days, +14 paid holidays for a total of 195 days.
11 Month Calendar is scheduled with 199 work days + 14 paid holidays for a total of 213 days.
12 Month Calendar is scheduled with 246 work days + 15 paid holidays for a total of 261 days.

[1] *See* Memorandum of Understanding dated January 23, 2015.

APPENDIX C

CLASSIFIED PERFORMANCE

EVALUATION

Please read the file "directions" before completing this form.

Probation □ 3 mo □ 7 mo
Permanent □
Rating Period _____ to _____

PERFORMS ABOVE REQUIRED LEVEL	Employee's performance is superior, significantly exceeding job requirements.
PERFORMS AT REQUIRED LEVEL	Employee's performance clearly and consistently meets standards.
NEEDS TO IMPROVE	Employee should concentrate effort to bring performance up to work standards. This is not to be construed as a notice of unsatisfactory service nor as a disciplinary action.
UNSATISFACTORY	Employee's performance is wholly unsatisfactory and does not meet standards.

Employee _____

Classification _____

Location _____

SECTION I. PERFORMANCE FACTORS

A. Meeting the needs of students:	UNSAT.	NEEDS TO IMPROVE	PERFORMS AT REQUIRED LEVEL	PERFORMS ABOVE REQUIRED LEVEL	N/A
1. Creates warm, accepting environment.					
2. Treats students in pleasant, positive manner.					
3. Treats students impartially yet is aware of individual needs.					
4. Alert to total group even when dealing with only a small portion.					
5. Listens to and talks with students.					
6. Additional factors related to specific classification. (Details to be provided in Comments)					

COMMENTS:

B. Assisting in the classroom:	UNSAT.	NEEDS TO IMPROVE	PERFORMS AT REQUIRED LEVEL	PERFORMS ABOVE REQUIRED LEVEL	N/A
1. Helps maintain classroom environment and standards.					
2. Assists teacher in implementing lesson plans and preparing materials.					
3. Recognizes when to give help, and when to encourage self-help and problem-solving skills.					
4. Uses a positive approach in behavior management, emphasizing redirection. *(Instructional Assistant only)*					

COMMENTS:

SECTION I. PERFORMANCE FACTORS (continued)

C. Work habits and behavior:	UNSAT.	NEEDS TO IMPROVE	PERFORMS AT REQUIRED LEVEL	PERFORMS ABOVE REQUIRED LEVEL	N/A
1. Demonstrates understanding of established objectives and works effectively toward achieving them.					
2. Demonstrates thorough knowledge of present job responsibilities.					
3. Complies with district policies, regulations and procedures.					
4. Uses materials and equipment effectively, efficiently and carefully.					
5. Exhibits good safety habits.					
6. Handles stressful situations effectively.					
7. Demonstrates adaptability and flexibility in new work. situations.					
8. Accepts tasks that will require a degree of responsibility.					
9. Engages in mutual problem-solving discussions.					
10. Accepts suggestions and/or direction in the performance of tasks.					
11. Follows oral and written directives.					
12. Organizes work efficiently and effectively.					

COMMENTS:

D. Punctuality:	UNSAT.	NEEDS TO IMPROVE	PERFORMS AT REQUIRED LEVEL	PERFORMS ABOVE REQUIRED LEVEL	N/A
1. Complies with assigned working schedule.					
2. Maintains good attendance record.					
3. Contacts supervisor at earliest opportunity if absent or tardy.					
4. Follows District procedures regarding the reporting of absences and tardies.					

COMMENTS:

E. Dependability:	UNSAT.	NEEDS TO IMPROVE	PERFORMS AT REQUIRED LEVEL	PERFORMS ABOVE REQUIRED LEVEL	N/A
1. Works effectively in absence of supervisor.					
2. Exercises independent judgment effectively.					
3. Maintains confidentiality of students, employees and District information and data.					
4. Responds appropriately in emergency situations.					

COMMENTS:

SECTION I. PERFORMANCE FACTORS (continued)

F. Personal relations:	UNSAT.	NEEDS TO IMPROVE	PERFORMS AT REQUIRED LEVEL	PERFORMS ABOVE REQUIRED LEVEL	N/A
1. Demonstrates courtesy, respect and patience.					
2. Works effectively with students, parents, public and fellow employees.					
3. Works well as a team member.					

COMMENTS:

G. Personal qualities:	UNSAT.	NEEDS TO IMPROVE	PERFORMS AT REQUIRED LEVEL	PERFORMS ABOVE REQUIRED LEVEL	N/A
1. Exhibits an appropriate appearance.					
2. Uses appropriate language.					

COMMENTS:

SECTION II. AREAS OF EMPHASIS

A. Strength of employee:

B. Areas needing improvement and suggestions for improvement:

C. Overall comments:

SECTION III. SUMMARY EVALUATION

□ UNSATISFACTORY □ NEEDS TO IMPROVE □ PERFORMS AT REQUIRED LEVEL
□ PERFORMS ABOVE REQUIRED LEVEL

SECTION IV. EMPLOYEE'S COMMENTS

I have read this evaluation and have had a conference with my supervisor ..... YES NO
I agree with this evaluation ..... YES NO

If "NO" you may submit written comments regarding specific areas with which you disagree. These comments must be submitted within 10 working days.

I plan to submit written comments to the Human Resources office within the next 10 days ..... YES NO

SIGNATURE OF SUPERVISOR	DATE
DIRECTOR, HUMAN RESOURCES	DATE

After signing make three copies and distribute to:

Human Resources	Original & One copy
Supervisor	One copy
Employee	One copy

SIGNATURE OF EMPLOYEE	DATE

In Signing this performance evaluation, the employee acknowledges having seen and discussed the report. The employee's signature does not necessarily indicate agreement with the conclusions of the rater. The employee has the right to make comments regarding this evaluation. These comments must be submitted in writing within 10 working days to the Human Resource office. Both report and comments will be filed in the employee's personnel folder.

APPENDIX D

EMERY USD and CSEA PROFESSIONAL GROWTH APPLICATION FORM

(Instructions for submission: Complete and submit to site administrator or supervisor with an official brochure or other documentation of the professional growth opportunity.)

1. Applicant's Name_____ Work Site _____ Position Title _____
2. Course/Conference/Lecture/Workshop Name _____
3. Place Held _____
4. Date(s) _____
5. Hours of Attendance _____
6. Semester or Quarter Units offered _____
7. Purpose of Professional Growth activity

   _____

   _____
8. Justification for Attending

   _____

   _____
9. Significant Topics _____
10. Attach course/lecture/workshop, description or other information documentation.
11. Have you taken this course before _____

Employee Signature _____ Date _____

Approved by Immediate Supervisor _____ Date_____

Approved by Director of Human Resources _____ Date_____

Approved by Superintendent (if required)_____ Date_____

EMERY USD and CSEA
PROFESSIONAL GROWTH VERIFICATION FORM FOR ADVANCEMENT & SALARY INCREASE

Course Title:	Verification Documentation Attached:
Location:	Verified by: Date:
Dates of Attendance:	40 Semester Units Completed: Y / N Date:
Hours Attended:	60 Semester Units Completed: Y / N Date:
Semester/Quarter Units Earned:	

Course Title:	Verification Documentation Attached:
Location:	Verified by: Date:
Dates of Attendance:	40 Semester Units Completed: Y / N Date:
Hours Attended:	60 Semester Units Completed: Y / N Date:
Semester/Quarter Units Earned:	

Course Title:	Verification Documentation Attached:
Location:	Verified by: Date:
Dates of Attendance:	40 Semester Units Completed: Y / N Date:
Hours Attended:	60 Semester Units Completed: Y / N Date:
Semester/Quarter Units Earned:	

Course Title:	Verification Documentation Attached:
Location:	Verified by: Date:
Dates of Attendance:	40 Semester Units Completed: Y / N Date:
Hours Attended:	60 Semester Units Completed: Y / N Date:
Semester/Quarter Units Earned:	

Course Title:	Verification Documentation Attached:
Location:	Verified by: Date:
Dates of Attendance:	40 Semester Units Completed: Y / N Date:
Hours Attended:	60 Semester Units Completed: Y / N Date:
Semester/Quarter Units Earned:	

Recommendation for Advancement & Salary Increase

Current Salary: Range _____ Step _____ Hourly Rate _____

Advancement Salary: Range _____ Step _____ Hourly Rate _____

Salary Increase Effective Date: _____

Employee Signature: _____ Date: _____

Approval: _____ Date: _____
Director of Human Resources

Approval: _____ Date: _____
Chief Business Official

Approval: _____ Date: _____
Superintendent

APPENDIX E
Reclassification Form

RECLASSIFICATION REQUEST

Name: _____ Work Site: _____

Current class _____ Time in Position _____

Request for this position only _____ Request for entire classification _____

Request to be moved into existing class ____ Request for a new class _____

Current class and salary range: _____

Proposed class and salary range: _____

Describe the higher level duties that you are now doing that are not in your current job description.

Describe the new higher level of responsibilities, skills and expectations you fulfill. How and when did you get assigned these new duties?

How often are you doing them? What portion of your time is spent on them?

Please attach a copy of the job description for the class you believe better matches your job duties and mark which duties you already are doing. If you request a new class, what would be the title and Pay range?

OPERATIONAL MEMORANDUM OF UNDERSTANDING
between the
EMERY UNIFIED SCHOOL DISTRICT
and the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
August 17, 2018

This Operational Memorandum of Understanding ("Agreement") is entered by and between the Emery Unified School District ("District") and the California School Employees Association ("CSEA"), collectively referred to as "the Parties," for purposes of implementing the Parties' agreed-upon changes to the Technology Associate job description as specified below. A true and correct copy of the revised job description for Technology Associate is attached hereto and incorporated herein as Exhibit A.

1. Hours. The Technology Associate will continue to work his/her regular hours except for certain days on which a flexible ("flex") schedule is needed in order to provide audio and/or video recording of District events occurring after his/her regular work day.

    a. Board Meetings. On days where the District has scheduled a regular or special Board meeting, the Technology Associate shall work a flex schedule of 12:30 p.m. to 8:30 p.m. at his/her regular rate of pay as determined by the classified salary schedule. To the extent the Technology Associate is required to provide services beyond 8:30 p.m., he/she shall be paid his/her overtime rate consistent with Article 7, section (E) of the Parties' Collective Bargaining Agreement ("CBA"). Work provided under this provision of the Agreement is excluded from Article VII, section (G) of the CBA.

    b. Other District Events. For other District events where the services of the Technology Associate are required outside of his/her regular work day, the Technology Associate shall work a flex schedule as agreed on by the Technology Associate and Superintendent or designee. This flex schedule shall begin no earlier than one (1) hour before the Technology Associate's regular work day and shall end no later than one (1) hour after his/her regular work day. To the extent the Technology Associate is required to provide services beyond the end of the flexed schedule, he/she shall be paid his/her overtime rate consistent with Article 7, section (E) of the CBA. The District agrees to provide the Technology Associate with at least three (3) days advanced notice regarding the need for a flex schedule under this provision. Work provided under this provision of the Agreement is excluded from Article VII, section (G) of the CBA.

    c. Rotating Schedule. Technology Associates shall alternate responsibility for providing services on a flex schedule during Board meetings and other District events outside their regular work day.

2. Salary Schedule. The Technology Associate position shall be moved from Range 29 to Range 30 on the classified salary schedule.

(SR304016)

3. Assignment of Work. Teachers and/or administrators may contact the Technology Associate directly to schedule technology services needed during the regular work day. For technology services needed outside the regular work day, advanced approval by the Superintendent or designee will be required.

4. Training. The District agrees to provide the Technology Associate with training on the use of audio and video recording equipment required to implement the changes to his/her job duties as described in Exhibit A by the end of January 2019.

5. Re-Evaluation of Agreement. The Parties agree to review this Agreement prior to August 1, 2019 to determine if adjustments are needed based on the experiences of the Parties and Technology Associates during the 2018-2019 school year.

6. Entire Agreement. The Parties agree that this Agreement and Exhibit A constitute the entire agreement between them with respect to implementing the changes to the Technology Associate job description. No other promises, agreements, or statements between the Parties shall be binding unless made in writing and signed by all the parties hereto.

7. Resolution of Negotiations: The Parties agree that this Agreement resolves any and all negotiations related to implementing the changes to the Technology Associate job description and that the negotiation of this Agreement satisfies all bargaining obligations created by law or contract in relation to the subject matter of the Agreement.

8. Authorized to Complete Agreement. The undersigned Parties represent that they have read and understand the terms of this Agreement and are authorized to execute this Agreement on behalf of their principals.

Marcia Parham, President
California School Employees Association

Date 8/24/18

Dr. Quiauna Scott
Superintendent, Emery Unified School District

Date 8/24/18

Mary McGruder, Vice President
California School Employees Association

Terry James, Negotiations Team Member
California School Employees Association

Kathy Rollins, Labor Relations Representative
California School Employees Association

(SR304016)