

AGREEMENT BETWEEN

# ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT BOARD OF TRUSTEES

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# CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION AND ITS CHAPTER 612

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JULY 1, 2017 THROUGH JUNE 30, 2020



**CSEA APPROVED**  
SEPTEMBER 7, 2017  
**BOARD APPROVED**  
OCTOBER 18, 2017

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## **ARTICLE 1**

### **Certification of Representative**

- 1.0 Pursuant to the "Certification of Representative" by the Public Employment Relations Board (PERB), State of California, on the 4th day of November, 1977, the California School Employees Association and its Chapter 612 was certified as the exclusive representative of the following described unit of classified unit members, subject to amendments by mutual agreement on December 12, 1979, February 4, 1981, and October 1, 1997.

Included: All regular classified employees such as: Accounts Payable Clerk, Accounting Technician, ASB Clerk Typist, Attendance Technician, Bilingual Instructional Aide, Bilingual Intermediate Clerk, Bilingual Secretary I, Bilingual Secretary II, Buyer, Cafeteria Helper, Cook, Campus Security Supervisor, Career Center Technician, Carpenter/Utility, Categorical Account Technician, Categorical Bookkeeper, College Liaison Clerk Typist, Community Attendance Worker, Community Outreach Coordinator, Computer Lab Assistant, Coordinator of Volunteer Services, Custodian I, Custodian II, Data Services Specialist, District Data Technician, Early Childhood Development Specialist, Facilities Development Technician I & II, Facilities Planning Technician, Food Services Assistant ROP, Groundskeeper I, Groundskeeper II, Guidance Office Clerk, Hardware Support Specialist, Health Office Technician, Heating Ventilation Air Conditioning (HVAC) Mechanic I, HVAC Mechanic II, HVAC Specialist, Independent Study Clerk, Infant/Toddler Attendant, Instructional Aide, Intermediate Clerk, Intermediate Clerk Typist, Learning Center Technician, Lead Cafeteria Helper, Library Media Technician, Locker Room Attendant, Maintenance I, Maintenance II, Media Network Technician, Painter/Utility, Paraeducator – Health Care, Paraeducator – Translator, Paraeducator – Interpreter, Paraeducator – Behavior Management, Paraeducator – Severe, Pastry Cook, Payroll Account Technician, Personal Computer Repair Technician, Professional Development Specialist, Program Aide for Developmentally Disabled Adults, Pupil Services Technician, Purchasing Clerk, Recruiter, Registrar, ROP & Student Employment Training Technician, ROP Technician, School to Careers Specialist, Secretary I, Secretary II, Senior Account Technician, Senior Payroll Clerk Technician, Senior Attendance Clerk, Senior Clerk - Work Experience, Senior Custodian, Senior Payroll Clerk, Site Accountant, Site Data Technician, Software Support Specialist, Special Education Instructional Aide, Special Education Job Development/Coach, Special Education Nurse Technician, Storekeeper I, Storekeeper II, Storekeeper III, Title V Program Specialist and Transition Specialist.

Excluded: All certificated and other non-classified employees; all substitutes in any capacity, individuals who are hired specifically to perform extra-duty assignments or who are hired on an hourly basis and are not otherwise regularly employed by the District; any employee whose primary employment is not with the District, such as sheriff's deputies; all management, administrative and confidential employees within the meaning of Government Code Section 3540.1(g).

- 1.1 The Association, in turn, recognizes the District as the duly elected representative of the people and agrees to negotiate exclusively with the District's Negotiation Team through the provisions of the Rodda Act. The Association further agrees that it, its members and agents shall not attempt to negotiate privately or individually with any Board member or management employee.
- 1.2 The Association and the District agree that the unit described in 1.0 represents the appropriate unit. The Association and the District shall have the right to seek unit

clarification by PERB proceedings on any new titles not specified in the above unit description. Nothing agreed to herein will prevent adjustments to the unit to be made upon mutual agreement of the District and Association.

- 1.3 Disputes concerning this article are not subject to the grievance provisions of Article 24.
- 1.4 If, during this agreement, the District reestablishes its transportation department, the following classifications, if reestablished by the District, shall be included in the bargaining unit: lead mechanic, mechanic I, mechanic II, mechanic II-bus driver, bus driver, bus driver-groundskeeper, bus driver-campus supervisor, servicer, transportation clerk, bus driver-servicer.

## **ARTICLE 2**

### **Salary**

- 2.0 2017-2018 School Year: CSEA Bargaining Unit Members will receive a 0% (zero percent) salary increase for the 2017-2018 school year. See Salary Schedule, Appendix A. For the 2017-2018 school year, the District will provide each unit member employed by the District on September 1, 2017 a one time off schedule payment equal to 1% (one percent) of the unit members' base salary.
- 2.1 The District will continue earned annual salary increments.
- 2.2 In order for a new unit member to receive a step advance at the beginning of a new fiscal year, the unit member must have been employed on the first working day in January prior to the beginning of the new fiscal year.
- 2.3 Any payroll errors resulting in insufficient payment for a unit member in the bargaining unit shall be corrected, and a supplemental check issued, not later than five (5) working days after the unit member provides notice to the Payroll Department.
- 2.4 When a unit member is assigned out of his/her regular job classification to a higher paid job classification within the bargaining unit for a period of more than two (2) working days within a 15 calendar day period, the unit member's salary shall be adjusted upward to the unit member's step on the classification of the position to which he/she is temporarily assigned. This upward adjustment shall be effective for the entire period he/she is required to work out of his/her regular job classification in the higher paid job classification. Unit members upgraded to management positions shall receive pay at the unit members current step or 10% more, whichever is greater.
- 2.4.1 Any payroll adjustment due a unit member in the bargaining unit as a result of working out of class, settlement of a grievance in favor of the unit member, recomputation of hours, or other reasons, other than procedural errors, shall be made either by supplemental check or be included in the next regular monthly check. Adjustments may not be made on earned salary advance.
- 2.5 Any unit member in the bargaining unit receiving a promotion to a position in the bargaining unit covered by provisions of this agreement shall remain, at least, on the same step as in his current assignment. Refer to Article 8, Promotions.
- 2.6 Unit members are entitled to receive longevity salary increases on a yearly basis at the completion of five (5) consecutive years of service. Unit members will remain on step 5 until eligible for longevity. Employees hired prior to July 1, 2002, and previously on the five (5) year longevity system (where a longevity increase was provided employees every 5 years, beginning at year 11), and who are in between the previous longevity steps, will begin receiving the yearly longevity increase at what would have been their next longevity step. In other words, for those employees hired prior to July 1, 2002, yearly longevity increases will begin at year 11, 16, 21, 26, or 31, whichever is applicable
- 2.7 A unit member receiving a temporary upgrade shall not be paid less than the wage called for by his/her permanent classification and placement on the appropriate salary schedule. If a probationary unit member accepts a temporary upgrade to another classification, the District may extend the probationary period for a maximum of 45 additional days regardless of the length of time in the upgraded position.

## **ARTICLE 3**

### **Health Insurance Benefits**

- 3.0 **Medical Coverage:** Each classified unit member employed by the District for four (4) or more hours per day prior to October 1, 1992, shall be eligible to participate in District provided medical benefit programs in accordance with this Agreement. See Appendix "F". The medical benefits include the option of any medical plan offered by the District for employees and their eligible dependents, which will include a required individual contribution as follows:

Effective October 31, 2017, bargaining unit members who select Blue Cross PPO Option 1, Blue Cross PPO Option 2, or California Care shall contribute \$90.00 monthly for a period of ten (10) months, totaling \$900.00 annually.

Effective October 31, 2017, bargaining unit members who select Blue Cross PPO Option 3, Kaiser HMO Option 1 or Kaiser HMO Option 2 shall contribute \$50.00 monthly for a period of ten (10) months, totaling \$500.00 annually

The individual contribution amounts set forth above shall not apply to classified unit members employed by the District on or after October 1, 1992, who are employed for less than eight (8) hours per day. (See 3.1 below.)

All benefit plans for the 2017-2018 benefit year will be offered in accordance with Appendix F.

The District and CSEA will create an Insurance Committee to review and make proposals to the negotiating teams to revise current health benefit plan options for the 2018-2019 school year. The Committee will be comprised of, up to, a total of seven (7) Committee members, four (4) District representatives and three (3) CSEA representatives. The Committee will begin meeting in January, 2018.

- 3.0.1 **Dental, Vision, Life Insurance and Employee Assistance:** These benefits shall be provided to all unit members, including their eligible dependents, who are employed by the District for four (4) or more hours per day without cost to the individual, provided the unit member selects and participates in a District provided medical benefit program. Unit members who are not currently participating in a District provided medical benefit program yet receive these benefits shall continue to receive said benefits.
- 3.1 Classified unit members employed by the District on or after October 1, 1992, for less than eight (8) hours per day shall be provided medical benefits as a part-time employee on a prorated basis in accordance with the following unit member contributions:
- |     |            |                    |
|-----|------------|--------------------|
| (1) | 6.00 hours | 12.5% contribution |
| (2) | 6.50 hours | 9.5% contribution  |
| (3) | 7.00 hours | 6% contribution    |
- 3.1.1 Unit members who are employed subsequent to the first working day of a month shall have insurance benefits commencing on the first day of the month following the effective date of their employment.
- 3.1.2 Any member on a paid leave of absence will receive the health and welfare coverage provided by the District, subject to the appropriate contributions referred to herein (see Item 3.1). Any unit member on an unpaid leave of absence shall be eligible to

participate in the health and welfare coverage provided to others but this shall be at the unit member's expense and this shall be conditioned upon a willingness of the carrier to extend such coverage.

- 3.2 Health Insurance Coverage for Retirees: Effective upon adoption by the Board of this Agreement, the District shall provide medical insurance coverage for retired unit members and their eligible dependents, under the same terms and conditions as provided to active unit members. This applies to those unit members whose employment with the district is terminated by retirement after the effective date of this Agreement, under the Public Employees Retirement System (PERS) and/or Social Security after reaching their fifty-fifth (55th) birthday and who have completed ten (10) cumulative years or service, including paid leaves, to the District. The benefit will continue until the retired unit member is age sixty-five (65) or is eligible for Medicare, whichever comes first, or on the date the unit member determines to discontinue the coverage prior to age sixty-five (65).
- 3.3 IRC 125 flexible benefit plan shall be implemented December 1, 1997, for the remainder of the contract. The IRC 125 carrier shall be determined by the District.
- 3.4 Healthy Families Program: The District shall reimburse qualified and eligible classified bargaining unit members for enrollment in the Healthy Families Program. Unit members who are not eligible for District benefits (classified employees who work less than 20 hours a week) are eligible for participation in this program. However, acceptance into the Healthy Families Program itself is not determined by the District, but by the Healthy Families Program.

Unit members who are accepted into the Healthy Families Program shall be reimbursed for the monthly premiums paid upon receipt by the District of proof of payment. The District's monthly reimbursement shall not exceed \$27.00 per month, per family.

The parties agree that the District's total liability under this program shall not exceed \$6,000 per school year. Unit members shall be reimbursed on a first come, first serve basis.

#### Health Insurance Research Committee

CSEA agrees to participate in a committee with members of AVTA and District administration to explore the benefits plan and provide options of future cost containment of health benefits.

- 3.5 Dean Kittinger Surviving Spouse Benefit: The District shall provide the surviving spouse and eligible dependents of any deceased employee with health and welfare benefits contribution which had been made on behalf of the deceased employee, for a period of six (6) months following the death of an active classified employee, as long as the practice is allowed by the health and welfare benefits provider(s). After six (6) months, the surviving spouse may elect to continue in the same health and welfare benefit program for an additional period as specified in the Comprehensive Budget Reconciliation Act (COBRA) upon payment by the surviving spouse of the appropriate premium.

## **ARTICLE 4**

### **Hours of Employment**

- 4.0 The work week for regular full-time unit members shall be forty (40) hours rendered in units of eight (8) hours, unless designated by the District to be less than forty (40) hours or less than eight (8) hours per day.
- 4.1 The work week shall consist of five (5) consecutive workdays unless mutually agreed upon by the supervisor and employee. This provision shall not be used to reduce overtime opportunities which otherwise would be available to unit members.
- 4.2 The workday for all unit members shall be established and regularly fixed by the District in order to meet the Districts' interest as defined by the District and in accordance with the provisions set forth in this agreement. Each unit member shall be assigned a fixed, regular, and ascertainable minimum number of hours.
- 4.2.1 Any unit member who is required to and reports to work prior to his/her normal starting time on a regular workday will receive 1-1/2 times regular rate of pay for all hours of work performed prior to his/her normal starting time. Such required work shall not be used by the District to shorten the unit member's working day.
- 4.2.2 When mutually agreed upon by the unit member and his/her immediate supervisor, hours of employment on a particular day may be changed to eliminate the need for more than an eight hour workday for that unit member. This is to have no effect on the regular rotation of unit members eligible for overtime.
- 4.2.3 CSEA recognizes the need of the District to provide state mandated inservice; with assurance by the District to keep these days to a minimum CSEA agrees to waive the need for mutual agreement referred to in 4.2.2. For mandated inservice days only the District is obligated to notify CSEA and individual unit members ten (10) days in advance of such meeting and will schedule these days Monday through Friday first shift.
- 4.3 A non-compensated, uninterrupted lunch period of not less than thirty (30) minutes or more than one (1) hour shall be provided all unit members who render service of at least five (5) hours or more per day, and shall be scheduled for full-time unit members at, or about, the midpoint of each work shift. The lunch period shall be assigned by the immediate supervisor.
- A unit member required by his/her supervisor to work during his/her lunch break shall begin a new lunch break of not less than thirty (30) minutes after completing the work called for when the original lunch period was interrupted.
- 4.4 The unit member will be provided one (1) rest period of fifteen (15) minutes duration for each full four (4) hours of work per day. Supervisors shall schedule rest periods for unit members at times least disruptive to the operation of the department. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the unit members.
- 4.5 Rest periods shall not be used to lengthen the lunch period or shorten the workday. Lunch periods shall not be used to shorten the workday.



- 4.6 A classified employee who works a minimum of 30 minutes per day in excess of his part-time assignment for a period of 20 consecutive working days or more shall have his basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis as specified in Education Code Section 45136 and 45137.
- 4.7 The Association and the District recognize that overtime assignment will be necessary to carry on the business of the District. Unit members may request to be excused from an overtime assignment. When administratively feasible, supervisors shall attempt to accommodate the unit member's request prior to making the overtime assignment. The assignment of overtime to classified employees will be filled on a seniority, volunteer basis first (see 4.12 below). In the event that not enough volunteers are available, the District will assign overtime starting with the least senior qualified employee who has not been assigned overtime, until all unit members on the seniority list have been assigned overtime.
- 4.8 Overtime compensation shall be provided unit members who are directed by their immediate supervisor to work in excess of eight (8) hours in any day, or in excess of forty (40) hours in any calendar week. The unit member shall be compensated equal to time and one half of the regular rate of pay.
- 4.9 Any non-fully paid leave shall not be used to compute overtime credit.
- 4.10 In accordance with the provisions of Education Code Section 45131, when mutually agreed upon, part-time employees may work additional days and/or hours at their regular rate of pay unless the total hours worked exceeds forty (40) in a given week. This provision shall not be used to reduce overtime opportunities which otherwise would be available to unit members. When a unit member is required to work on a holiday, he/she shall be paid compensation for such work, in addition to the regular rate of pay received for the holiday, at the rate of time and one-half his/her regular rate of pay.
- 4.11 Any bargaining unit member called back to work on an emergency basis before or after normal working hours, on weekends, or holidays will be compensated for a minimum of two (2) hours overtime.
- 4.12 Overtime assignment shall be made at the discretion of the District. When authorized, and when administratively feasible, overtime shall be assigned as equally as is practicable among unit members at each school site, within each classification, based on a seniority rotation list. Immediate supervisors shall develop and, on or before the third week of each school year, post methods of rotating overtime, and the seniority list for each site.
- 4.13 A shift differential of five percent (5%) above the regular rate of pay will be paid for unit members regularly working the second shift, which is defined as those working at least four (4) hours after 5:00 p.m. Unit members regularly assigned to work on all or part of a weekend will receive shift differential pay of five percent (5%) above the regular rate of pay for the weekend days worked.
- 4.14 Workday During Inclement Weather: In the event that the Superintendent determines it is necessary to close schools due to inclement weather, the day shall be declared a local holiday for all members of the bargaining unit.

- 4.14.1 When it is determined that school will be closed due to inclement weather as announced by the Superintendent, all unit members will be excused from work without a dock in pay. Unit members will be advised of changes in regular work schedules through the district's notification system and local radio stations. No notification will mean work as usual.
  - 4.14.2 In the event schools are open, but unit members in outlying areas are not able to report to work due to adverse road conditions caused by inclement weather, those unit members must notify the District of their situation and shall elect to use a vacation or a personal necessity day.
  - 4.14.3 Any unit member called to work during the period of time when all unit members have been excused from work shall be compensated at the rate of one and one-half times for hours worked in addition to his/her regular salary.
  - 4.14.4 In the event of emergency or act of nature, or unusually bad weather, the District Office may notify individual sites of an early closing hour. For purposes of this section, the District Office and the Maintenance and Grounds Department shall be considered an individual site. Should any unit member at a site be released for the reason of inclement weather under this section, then all unit members at that site are to be released with no loss of pay and/or vacation leave and/or sick leave. Maintenance and Grounds personnel assigned to that site that day shall be released or reassigned to another site. If they continue to work at that same site, they shall be compensated at the rate of one and one-half times each hour worked in addition to their regular pay.
  - 4.14.5 In the event of emergency, act of nature, it is understood that certain unit members will be expected to remain on duty; it is further understood that unit members remaining on duty during an emergency situation shall be compensated at the rate of one and one-half times each hour worked in addition to their regular pay.
  - 4.14.6 Authorization to retain unit members on duty must be obtained from the Superintendent or an Assistant Superintendent prior to assigning the unit member to remain at work.
- 4.15 Every attempt will be made to notify unit members, in writing, at least one (1) month prior to the last day of school that they have been chosen to work a summer school assignment.

## **ARTICLE 5**

### **Vacation**

5.0 All members of the bargaining unit shall earn paid vacation time under this article. Vacation benefits are earned on a fiscal year basis (July 1 - June 30). The District shall provide each unit member with a written statement of his/her accrued vacation total and of his/her vacation entitlement for the school year. Such entitlement shall be provided no later than December 1st of each school year.

**5.1 Paid vacation shall be taken as follows:**

5.1.1 Vacation may be taken at any time of the year in which it is earned with approval of the immediate supervisor. Unless a unit member is not able, vacation requests must be submitted to the immediate supervisor, via email, on the District's Classified Employee Absence Form.

5.1.1.1 Ten days or more prior to requested vacation.

It is expected that vacation requests will be submitted at least ten (10) calendar days prior to requested vacation. When a vacation request is submitted at least ten (10) calendar days prior to requested vacation, the immediate supervisor shall respond, via email, within five (5) calendar days either approving or denying the vacation request. If the immediate supervisor fails to respond, via email, within five (5) calendar days, the unit member's vacation request is deemed approved.

If a unit member is unable to submit a vacation request via email, the unit member shall submit his/her request, in writing, on the District's Classified Employee Absence Form to his/her immediate supervisor. The unit member must obtain the immediate supervisor's written acknowledgement of receipt of Form. If written acknowledgment of receipt is not obtained, the vacation request is deemed denied.

5.1.1.2 Less than ten days prior to requested vacation.

If a unit member requests vacation less than ten (10) calendar days prior to requested vacation, the unit member must receive written approval, via email or in writing on the District's Classified Employee Absence Form, from his/her immediate supervisor. If written approval is not received, the vacation request is deemed denied. Requests for vacation will not be unreasonably withheld.

5.1.2 Vacation will normally be taken during the year in which it is earned, and whenever possible, will be scheduled during non-student days with the approval of the unit member's immediate supervisor.

5.1.3 Unit members may accumulate up to one year's vacation to be carried over and used in the following year.

5.1.4 Unit members who resign, retire, or otherwise terminate, must either use accumulated vacation prior to termination date or be paid for accumulated vacation, at the option of the unit member.

## 5.2 **Vacation Accumulation**

5.2.1 Bargaining unit members on a monthly pay basis shall earn vacation at the following rates:

5.2.1.1 First (1st) through sixth (6th) year of employment/1.25 days per month worked.

5.2.1.2 Seventh (7th) through thirteenth (13th) year of employment/1.50 days per month worked.

5.2.1.3 Fourteenth (14th) through twenty-fourth (24th) year/1.75 days per month worked.

5.2.1.4 Twenty-fifth (25th) through the end of employment/2.0 days per month worked.

5.2.2 Part-time unit members, paid on a monthly basis, shall earn vacation prorated in accordance with their regular work hours per day.

5.2.3 All bargaining unit members on an hourly pay basis shall receive the proper prorated vacation.

5.2.4 All regular bargaining unit members who are hired for a summer session shall accumulate vacation benefits on the same basis as they would during the regular school year, prorated to the hours of employment.

5.3 **Vacation Pay:** Pay for vacation days for all bargaining unit members shall be the same as that which the unit member would have received had he/she been in a working status less overtime.

5.4 **Vacation Pay Upon Termination:** When a unit member is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.

5.5 **Holidays:** When a holiday falls during the scheduled vacation of any unit member, such holiday shall not be counted as a vacation day.

## 5.6 **Vacation Scheduling:**

5.6.1 Upon the approval of the unit member's immediate supervisor, per 5.1.1., vacations shall be granted at times requested by unit members.

5.6.2 If there is any conflict between unit members who are working on the same or similar operations as to when vacations shall be taken, the unit member with the greatest district seniority shall be given his/her preference. However, once a unit member's vacation request is granted, that unit member may not be denied his or

her right to take that vacation due to another unit member with more seniority making a subsequent conflicting vacation request.

5.6.3 If, for any reason, a unit member is not permitted to take all or any part of his/her annual vacation, the amount not taken shall be accumulated for use in the following year or, at the option of the unit member and upon request, shall be paid in cash.

5.7 **Interruption of Vacation:** A unit member may be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this agreement without a return to active service, provided the unit member supplies notice and supporting information regarding the basis for such interruption or termination.

## **ARTICLE 6**

### **Evaluation Procedures and Personnel Files**

- 6.0 The District retains the sole responsibility for the evaluation and assessment of performance of each unit member, subject only to the following procedural requirements. A unit member considering an evaluation to be unjust may confer with the evaluator's supervisor regarding the evaluation and those administrators in respective chain of command through procedures established by the District.
- 6.1 Any grievance shall be limited to a claim that the following procedures have been violated:
- 6.2 Formal annual evaluations for permanent unit members shall be completed once per year from March 1 to April 30.
- 6.2.1 The District and Association recognize that in addition to the annual evaluation, it is at times necessary to notify and assist unit members to correct identified deficiencies. Accordingly, in addition to the annual evaluation, the District may conduct interim formal evaluations for all unit members. Interim evaluations shall be conducted in accordance with the following procedures:
- 6.2.1.1 Interim evaluations shall be completed using the same form as for the annual evaluation.
- 6.2.1.2 The interim evaluation shall indicate the problem area(s), the corrective measure(s) to be taken, and shall specify a period of time within which the correction of problem(s) should occur. The interim evaluation shall also calendar the time for a follow-up evaluation which shall be within a reasonable period of time but not more than 6 months from the date of the interim evaluation.
- 6.2.1.3 The follow-up evaluation shall be attached to the interim evaluation in the unit member's file.
- 6.3 The probationary period for all unit members shall be nine (9) months. Formal evaluation for probationary unit members shall occur two (2) times during the probationary period; the first of which will occur at the end of four (4) months of service, the second of which will occur near the end of seven (7) months of service.

At any time between the end of the seventh month of service but before completion of the ninth month of the unit member's probationary period, the immediate supervisor shall meet with the probationary unit member to review whether the unit member will either pass probation or be released during the probationary period. If it is determined that the probationary unit member will be released, the immediate supervisor may, at his or her discretion, offer to extend the unit member's probationary period for up to, but not greater than, three (3) months. The extension of the probationary period shall be mutually agreed upon to be valid. The District retains the sole, exclusive right to release a probationary unit member during probationary period at any time, regardless of any mutual agreement to extend the probationary period.

If the probationary period is extended by mutual agreement, the immediate supervisor shall meet with the probationary unit member prior to the expiration of the extended probationary period.

- 6.4 Formal evaluations for unit members shall be completed by the immediate supervisor on appropriate District evaluation forms. The immediate supervisor shall meet with the employee to review the evaluation and obtain the employee's signature. This meeting shall take place during the employee's normal working hours. The evaluation shall be signed by both the unit member and the immediate supervisor.
- 6.5 One (1) copy of the evaluation shall be retained by the unit member, one (1) copy of the evaluation shall be placed in the unit member's personnel file, and one (1) copy of the evaluation shall be held in the evaluator's file.
- 6.6 No evaluation of any unit member shall be placed in any personnel file without any opportunity for discussion between the unit member and the evaluator.
- 6.7 No negative evaluation of the unit member's performance shall be predicated upon information or material of a derogatory or critical nature which has been received by the evaluator(s) from others (such as parents and citizens), unless the unit member is first given notice, an opportunity to review and comment, including the right to enter his/her written comments into the records. However, no written record of the complaint shall be entered unless such complaint is reduced to writing and signed by the complainant.
- 6.8 Directed assistance shall be provided if determined appropriate by the evaluator(s). A unit member may request directed assistance to correct identified deficiencies.
- 6.9 The unit member shall have the right to review and respond to any derogatory evaluation in accordance with Section 6.11.2 below.
- 6.10 No unit member shall be required to formally evaluate any other unit member(s).
- 6.11 **Personnel Files**
- 6.11.1 The personnel file for each unit member shall be maintained at the District's central administration office.
- 6.11.2 Unit members shall be provided copies of any derogatory written material before it is placed in the unit member's file. The unit member shall be given an opportunity, during normal working hours and without loss of pay, to initial and date the material and to prepare a written response to such materials
- The written responses shall be attached to the material and shall be made within ten (10) working days.
- 6.11.3 A unit member shall have the right to examine, during the unit member's non-working time, and/or obtain copies at his/her expense, any material from the unit member's personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the unit member involved, or were prepared by identifiable examination of the unit member involved, or were prepared by identifiable examination committee members, or were obtained in connection with a promotional examination.
- 6.11.4 A unit member may have another person accompany him/her to assist in the examination of his/her personnel file.

**ARTICLE 7**  
**Unit Member Expenses and Materials**

- 7.0 **Uniforms:** The District shall pay the cost of the purchase, lease, rental, cleaning, and maintenance of uniforms and equipment when required by the district to be worn or used by bargaining unit members.
- 7.1 **Tools and Supplies**
- 7.1.1 The District agrees to provide all tools, equipment and supplies determined necessary by the District for the performance of employment duties, and consideration to the safety of the unit member.
- 7.1.2 Unit members shall be required to properly care for and use District tools, equipment, and/or supplies entrusted to the unit members.
- 7.2 **Physical Examinations:** Any medical examination required as a condition of continued employment shall be provided by the District and may include physical or mental examination of the unit member by a physician or other qualified person designated by the District.
- 7.3 **Mileage, Meals, Lodging Expenses:** The District shall reimburse unit members for private car mileage, meals, and lodging expenses incurred while performing approved job related duties according to District policy and administrative regulations.



## **ARTICLE 8**

### **Promotion**

- 8.0 Bargaining unit members are encouraged to apply for District promotional vacancies and will be advised of any current and relevant District procedures.
- 8.1 Probationary unit members are not eligible for promotional positions. Unit members applying for a promotional vacancy must request consideration in writing to the District Personnel Services Office by the date indicated on the vacancy announcement.
- 8.2 Any unit member who has taken and passed a test required for initial employment or for any promotional position within the bargaining unit shall not be required, within the next twenty-four (24) months, to retake the same test in order to meet the requirements of a promotion. However, a unit member may request to take any test in an attempt to improve his/her score. In the event a test is retaken, the District shall utilize the higher test score.
- 8.3 Unit members must take any test(s) required of a promotional position for which they have not already qualified or which they have not taken in the previous twenty-four (24) months. Unit members shall be granted release time to participate in promotion testing up to two (2) times per school year, upon prior notification to and approval by the unit member's supervisor. Release time shall not be unreasonably withheld. If release is denied, arrangements will be made for employee to attend a make-up test.
- 8.4 Notice of all job vacancies shall be posted on bulletin boards at each site. Such notices shall be posted for a period of not less than six (6) working days.
- 8.5 Whenever a permanent unit member accepts a promotion to another classification, he/she shall serve a probationary period of six (6) months in order to attain permanent status in the new classification.
- 8.6 A permanent unit member who has vacated a position to accept a promotion may at his/her request, or if found to be unsatisfactory to the District, be reinstated during the probationary period to permanent status in his/her former classification, unless dismissal or suspension proceedings are imminent. Such action shall be without prejudice.
- 8.7 Any unit member receiving a promotion to another classification in the bargaining unit shall remain in the same step as in the classification immediately vacated.
- 8.8 New unit members may be given credit for previous related experience at the rate of one step per each two years of related experience and placed on the appropriate higher step up to, and including, step 5 upon employment.
- 8.9 A unit member who has applied and interviewed for a promotional vacancy will be notified in writing by the District Personnel Services Office when they have not received, or been chosen for, the vacancy following an interview. After receiving such notification and upon the request of the unit member, said unit member will be provided an opportunity to meet with a District representative to discuss the denial of the promotion.

## **ARTICLE 9**

### **Holidays**

- 9.0 The District agrees to provide all unit members in the bargaining unit with legal and local holidays as indicated in the District-adopted school calendar, including nine (9) local holidays, one of which includes Admission's Day.

The four (4) local holidays shall be taken during the second week of winter recess, unless the second week is a full five (5) day work week. In such circumstances, the holidays shall be taken during the first week of winter recess. If this occurs, the District must notify the unit members by April 1<sup>st</sup> of that year that the four (4) holidays will be taken the first week of winter recess. The fifth (5<sup>th</sup>) and sixth (6<sup>th</sup>) local holidays will be taken the Wednesday before Thanksgiving and the Friday after Thanksgiving.

- 9.1 **Additional Holidays:** Every day declared by the President or Governor of this State as a public fast, mourning, thanksgiving, or holiday, or any date declared a holiday for classified unit members by the Governing Board, shall be a holiday for all unit members in the bargaining unit.

9.2 **Holidays on Saturday or Sunday**

9.2.1 When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. Except as provided in Section 9.2.2, when a holiday falls on Sunday, the following workday not a holiday shall be deemed to be that holiday.

9.2.2 The operation of this section shall not cause any unit members to lose any of the holidays clearly indicated in this article.

## **ARTICLE 10**

### **Leave Provisions**

10.0 The leave benefits provided by the District for unit members shall be as follows:

The term "day" throughout this Article shall mean working day.

10.1 **Sick Leave:** Regular full-time unit members shall be entitled to leave of absence with full pay for illness, injury, doctor, and dental appointments, in accordance with the following schedule:

10.1.1 Sick leave is earned at the rate of one day per month of employment and is cumulative. The District shall provide each unit members with a written statement of his/her accrued sick leave total and of his/her sick leave entitlement for the school year. Such statements shall be provided no later than December 1st of each school year.

10.1.2 A classified unit member regularly employed for less than eight (8) hours per day or for less than five (5) days per week shall be entitled to sick leave in the same ratio that his/her employment relates to full-time employment.

10.1.3 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each unit member. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new unit member of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.

10.1.4 To be eligible to apply for sick leave with pay, the unit member shall be in a paid status and scheduled for work on the day(s) of absence. Pay for any day of such absence shall be the same as the pay which would have been received had the unit member worked a regular day.

10.1.5 Upon exhaustion of all accumulated full pay sick leave credit, a unit member who continues to be absent under the provisions of this article shall receive fifty (50) percent of his/her regular salary for a period of time as set forth in Section 10.1.6. A unit member is entitled to receive 50% pay for extended periods of illness of not less than five (5) consecutive working days. If a unit member is absent from his/her position for an extended illness of at least 5 working days, upon verification of illness, the unit member will receive his/her 50% pay retroactive to the first day of extended leave. The District will regularly inform, at least quarterly, all unit members of their total accumulated sick leave credit, but will not be responsible for informing a unit member absent from his/her duties that he/she has exhausted or is about to exhaust all accumulated sick leave credit.

10.1.5.1 Unit members on extended illness leave pursuant to a physician verified illness leave at time sick leave is exhausted shall receive 50% pay upon exhaustion of sick leave for continued verified absence.

0.1.6 A unit member shall be eligible for fifty (50) percent pay in accordance with the foregoing section (10.1.5) for a maximum period of one hundred (100) days. Provided the requirements of section 10.1.5 have been met, said one hundred day period shall begin to run at the expiration of the member's full pay sick leave for

that current year, and shall run concurrently with the period of time during which the unit member is using his/her accumulated full pay sick leave from prior years, if any.

10.1.7 The amount to be received by the absent unit member will be determined as follows:

10.1.7.1 The absent unit member will receive full pay for all days of accumulated sick leave.

10.1.7.2 After all accumulated sick leave has been used, provided the unit member has met the requirements of section 10.1.5, the absent unit member will receive fifty (50) percent of his/her regular salary for the remainder of the above-mentioned one hundred (100) day period, if any.

10.1.7.3 When a unit member is absent and eligible for industrial accident or industrial illness leave, his/her absence for purposes of accumulated sick leave and one hundred (100) days of 50% pay shall be deemed to commence on the date of termination of the industrial accident or industrial illness leave, provided that if the unit member continues to receive temporary disability, the unit member shall have deducted from his/her accumulated sick leave or available sick leave only as much which, when added to the temporary disability indemnity, will result in a payment of not more than his/her full salary.

10.1.7.4 When a unit member is absent from his/her duties on account of illness and has exhausted all entitlement to sick leave, vacation, compensatory overtime, and other available paid leave, no further salary will be paid by the District, and health and dental insurance coverage paid by the District will cease at the end of the month for which payment has been made. The unit member shall then have the following options available for consideration, the election of which the unit member must advise the District not later than the day following the day all available paid leave has been exhausted:

10.1.7.4.1 Request a leave of absence, which may or may not be approved by the District. If granted for job related illness or injury, the District may provide the health and dental coverage allowed regular unit members.

10.1.7.4.2 Apply for retirement or disability retirement.

10.1.7.4.3 Resign from employment in the school district.

10.1.7.5 If, at the conclusion of all leaves of absence, paid or unpaid, a unit member, who is absent because of non-industrial accident or illness and who is still unable to assume the duties of his/her position, will be placed on a re-employment list for a period of thirty-nine (39) months.

10.1.7.5.1 At any time during the prescribed 39 months, the unit member is able to assume the duties of his/her position, he/she shall be re-employed in the first equivalent position in the classification of

his/her previous assignments. The unit member's re-employment will take preference over all other applicants except for those laid off for lack of work or funds under Education Code Section 45298, in which case the unit member shall be ranked according to his/her proper seniority.

10.1.7.5.2 A unit member who is placed on a re-employment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate equivalent assignment shall be dismissed.

- 10.1.8 At any time during the course of a sick leave or injury absence and upon return from absence, the unit member may be required to supply such information as requested by the District through the Personnel Services Office regarding the anticipated length of absence, name and address of attending physician(s), date and time of medical appointment(s), and the place and phone number where the unit member may be reached, and other related information.
- 10.1.9 The District shall require proof of illness (physician's verification) after three (3) consecutive days of absence unless a unit member has been notified, in advance and in writing, that such proof will be required after one day of absence. Periodic medical reports, which shall not include medical diagnosis or treatment, may be required during extended absence (five days or more) of a unit member. Unit members returning to work from illness absence involving surgery, serious illness, or extended absence, shall be required to present a doctor's release verifying medical permission to return to work, including any restrictions. A unit member who fails to provide the required medical verification of illness, medical disability, or injury immediately upon their return shall be considered as having been absent without leave and will be docked pay for the days of the absence. The unit member will remain in unpaid status until unit member presents the District with a doctor's release to return to work. Unit members may appeal to the Assistant Superintendent of Human Resources the decision to consider the unit member's absence as "absent without leave" and unpaid and their placement in unpaid leave status pending a physician's release to return to work. The Assistant Superintendent's decision is final.
  - 10.1.9.1 It shall be the unit member's responsibility to provide the District with physician verification of continued illness no later than the first day that the unit member is absent after exhausting full pay sick leave (see: 10.1.5 above).
- 10.1.10 Members of the unit shall be required to submit to medical examination(s) by District-appointed physician(s), at the District's expense, at the discretion of the District which are job-related and consistent with business necessity.
- 10.1.11 If a unit member resigns, retires, or is terminated and has used more sick leave than was earned, the amount used but not earned shall be deducted from the final warrant of the unit member.
- 10.1.12 The unit member may convert unused sick leave to retirement credit in accordance with Government Code Section 20862.5, or its successor, if the unit member is filing a request for retirement.

- 10.1.13 Members of the unit must notify the District Personnel Services Office of absences as soon as the necessity to be absent becomes known to the unit member. Regular shift unit members will report absences no later than 6:30 a.m. the day of the absence. Second shift unit members will report absences no later than noon on the day of the absence.

## 10.2 **Maternity Leave**

A leave of absence may be granted to any unit member who is required to be absent from duties because of a disability caused by the unit members pregnancy, as authorized and required by California Pregnancy Disability Leave law. This leave shall be granted and administered in the same manner as Sick Leave.

The unit member's doctor shall determine the beginning, length, and return for the employee. This verification shall be submitted to the District.

When all available sick leave has been exhausted, additional unpaid leave may be requested per the Family Medical Leave Act and/or the California Family Rights Act, if any is available, or as provided in Section 10.10.

## 10.3 **Family Medical/Child Rearing Leave**

Rights afforded eligible employees under the Family Medical Leave Act and California Family Rights Act will be provided as authorized and required by law.

Unit members may apply for this leave by submitting a written request to the superintendent. At least 30 days advance notice shall be given if the need for the leave is foreseeable. If 30 days notice is not possible, then as soon as possible. Such leaves shall be granted according to the Family Medical Leave Act or as provided in Section 10.10.

## 10.4 **Personal Necessity Leave**

- 10.4.1 Absence under this provision must be requested and approved by the immediate supervisor in advance of the absence. Upon request of the unit member, the immediate supervisor shall provide, in writing, the reason(s) for withholding such approval. The immediate supervisor may make exceptions to the notification and approval requirement in cases of emergency.

During any school year a unit member may use, at his/her own election, not more than seven (7) days of accumulated sick leave benefits in the following cases of personal necessity:

- 10.4.1.1 Death of a member of his/her immediate family. Immediate family of a unit member is defined as mother, father, grandfather, or grandmother, or a grandchild of the unit member or of the spouse or domestic partner of the unit member, and the spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, or sister-in-law, step parent, step child, step sister, step brother of the unit member or any relative living in the immediate household of the unit member or other adult who has had the primary responsibility for raising or care of the unit member or spouse of the unit member. The unit member will identify such persons within one month of ratification of this agreement or within one month of employment in the District.

- 10.4.1.2 Accident, involving his/her person or property, or the person or property of a member of his/her immediate family as defined above, of such an emergency nature that the immediate presence of the unit member is required during his/her workday. Mechanical failure of vehicle is not defined as an accident.
  - 10.4.1.3 Illness of members of the unit member's immediate family, as defined above, when such illness makes it impossible or inadvisable for the unit member to carry out his/her duties.
  - 10.4.1.4 Appearance in court as a litigant, or as a witness under an official order. The unit member shall furnish evidence of the court appearance to the immediate supervisor who shall in turn attach it to the time sheet.
  - 10.4.1.5 Leave to be with member of immediate family prior to overseas assignments as a member of the armed services of the United States.
- 10.4.2 Authorized use of personal necessity leave includes matters of compelling importance.
- 10.4.2.1 Upon return from a Personal Necessity Leave, unit members shall be required to request the leave in writing and by submitting such verification as may be required. Unit members shall be denied paid Personal Necessity benefits for absences for purposes other than those defined above and/or failure to comply with the absence verification requirements of the District.
  - 10.4.2.2 Authorized use of Personal Necessity Leave does not include participation in unit member work stoppage, or unit member association activities not authorized in advance by the District which would curtail the normal operation of the District.

## **10.5 Personal Business Leave**

- 10.5.1 Each unit member is entitled to three (3) days per year of personal business leave which shall be charged to the unit member's sick leave.
- 10.5.2 This leave may be used for matters of importance to the unit member which he/she cannot reasonably be expected to ignore and which require the unit members presence during the workday. Specific reasons for absence are not required.
- 10.5.3 Absence under this provision must be requested and approved by the immediate supervisor in advance of the date of the absence.
- 10.5.4 Authorized use of personal business leave does not include activities for which the unit member may be compensated nor does it include participation in work stoppage or association activities not authorized in advance by the District.

## **10.6 Bereavement Leave**

- 10.6.1 Each unit member is entitled to three (3) days leave of absence with pay, or five (5) days if travel beyond three hundred (300) miles one way from the unit member's residence is required, in the event of the death of any member of his/her immediate family. Immediate family is defined as mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse or domestic partner of the unit member, and the spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, step parent, step child, step sister, step brother of the unit member or any relative living in the immediate household of the unit member or other adult who has had the primary responsibility for raising or care of the unit member or spouse of the unit member. The unit member will identify such persons within one month of ratification of this agreement or within one month of employment in the District. By mutual agreement, the list of family members may be expanded.
- 10.6.2 In addition to the above bereavement leave, the unit member may request that not more than ten (10) days of accumulated sick leave during any school year be charged for personal necessity under Section 10.4 or personal business leave as outlined in Section 10.5. In the event that the death is of a unit member's spouse or child, the unit member is entitled to ten (10) days leave of absence with pay.
- 10.6.3 Members of the unit shall be required to contact the District Personnel Services Office as required in Article 10, 10.1.13, to request bereavement leave. Failure to do so may result in ineligibility for paid leave and may be considered to be an unauthorized absence.
- 10.6.3.1 The unit member shall submit his/her request in writing to his/her immediate supervisor in order that the Payroll Office may be advised. Requests shall include name and relationship of the deceased.
- 10.6.3.2 Members of the unit may be required to provide proof of eligibility for bereavement leave.

## **10.7 Industrial Accident or Illness Leave**

- 10.7.1 In accordance with Education Code Section 45192, unit members employed by the District no less than eighteen (18) months shall be provided leave of absence for industrial accident or illness under the following rules and regulations: (This provision is applicable to persons employed after 9/01/97.)
- 10.7.1.1 A unit member who has sustained a job-related injury or illness shall report the injury to the immediate supervisor on the District accident form no later than the next scheduled workday following the accident, or as soon as possible.
- 10.7.1.2 The industrial accident or illness must have arisen out of, and in the course of employment, of the unit member, and must be accepted as a bonafide injury or illness arising out of, and in the course of employment, by the District's compensation insurance carrier.
- 10.7.1.3 Allowable leave for such industrial accident or illness shall be for the number of days of temporary disability not to exceed sixty (60)



working days when the unit member would otherwise have been performing work for the District in any one fiscal year for the same accident.

- 10.7.1.4 Allowable leave for industrial accident or illness shall not be accumulated from year to year.
- 10.7.1.5 The industrial accident or illness leave under this Article shall commence on the first day of absence. The industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under worker's compensation laws.
- 10.7.1.6 When a unit member is absent from duties due to industrial accident or illness, the member shall be paid such portion of the salary due for any month in which absence occurs as when added to temporary disability indemnity, will result in a payment of not more than full salary. The phrase, "full salary," as utilized in this subdivision, shall be computed so that it shall not be less than the unit member's "regular average weekly earnings."
- 10.7.1.7 When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due for the same illness or injury.
- 10.7.1.8 During all paid leaves of absence, whether industrial accident or illness leave, sick leave, vacation, compensated time off, or other available paid leave provided by law or by the District, the unit member shall endorse to the district the temporary disability checks received due to industrial accident or illness. The District, in turn, shall issue the unit member's salary, in accordance with the provisions of 10.1.7.3, and shall deduct normal retirement and other authorized contributions.
- 10.7.1.9 The benefits provided by this article shall be applicable to all unit members employed by the District for a period of not less than eighteen (18) months unless employed prior to September 1, 1997.
- 10.7.1.10 Any unit member receiving benefits as a result of this article shall, during the period of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside of the State.
- 10.7.1.11 Upon termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided for sick leave, and absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that the unit member elects to take as much of the accumulated sick leave, accumulated compensating time, vacation, or other available paid leave which, when added to temporary

disability indemnity, will result in payment of not more than full salary.

- 10.7.1.12 A unit member shall be permitted to return to service after an industrial accident or illness leave only upon presentation of a release from the District-appointed physician and/or from the treating physician, as determined by the District certifying the unit member's ability to return to position classification without restrictions and without detriment to physical and emotional well-being.
- 10.7.1.13 Upon complying with District medical release requirements and receiving District authorization to return to work, a unit member on industrial accident or illness leave may be reinstated in a position in the same classification without loss of status or benefits.
- 10.7.1.14 When all available leaves of absence, paid or unpaid, have been exhausted and, if the unit member is not medically able to assume the duties of his/her position, he/she shall be placed on a re-employment list for a period of thirty-nine (39) months. When available, during the 39 month period, the unit member shall be employed in the first equivalent position in the class of his/her previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with the appropriate seniority regulations.
- 10.7.1.15 A unit member who has been placed on a re-employment list, as provided herein, and who has been medically released for return to duty, and who fails to accept an appropriate equivalent assignment, shall be dismissed.
- 10.7.1.16 These provisions for industrial accident and illness leave shall apply only to unit members whose services are regularly scheduled.

## **10.8 Judicial and Official Appearance Leave**

- 10.8.1 Judicial and official appearance leave shall be granted for purposes of regularly called jury duty, appearance as a witness in court other than a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought through the initiation, connivance, or misconduct of the unit member.
- 10.8.2 For any necessary court or governmental agency appearance, the unit member may utilize personal necessity leave. However, if any court or governmental agency appearance is required of a unit member by the District, it shall be made without loss of pay and without charge to any other accrued leave benefits.
- 10.8.3 The District agrees to grant to members of the bargaining unit regularly called for jury duty, in the manner provided by law, leave of absence without loss of pay for time the unit member is required to perform jury duty during the unit member's regularly assigned working hours. Unit members, so called for jury duty, must notify the District of service date(s) upon receiving said notice from officers of the Court. The District shall pay the unit member the difference, if any, between the

regular rate of pay and the amount received for jury duty, less meals, travel, and parking allowance. Unit members are required to return to work during any day in which jury duty services for less than three (3) hours, are required. Any unit member whose regular assigned shift commences at 2:00 p.m. or after shall also be relieved from work with pay if jury duty services exceed three (3) hours. The District may require verification of jury duty time prior to or subsequent to providing jury duty compensation.

- 10.9 **Military Leave:** A unit member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

10.10 **General Provisions**

- 10.10.1 A leave of absence is an authorization for a unit member to be absent from duty, generally for a specific period of time and for an approved purpose.
- 10.10.2 A leave protects the unit member by holding a place for such member in the District until the leave expires, providing the position would have otherwise remained. There is, however, no assurance that when a leave of absence necessitates a long-term replacement that the return assignment will be in the same site where such unit member was assigned when the leave was authorized.
- 10.10.3 Unit member on a paid leave of absence, unless otherwise provided herein, shall accumulate all benefits and wages the same as if they were not on leave. Those who go on to an unpaid leave during any pay period shall receive their health and dental coverage for the balance of that pay period. Thereafter, they shall be allowed to remain on continued coverage pursuant to the terms of the insurance plan in effect at their own expense, provided they made advance payment of the premium in a manner required by the District.
- 10.10.4 Part-time, regular unit members shall be entitled to leaves of absence to that portion of the leave as the number of hours per day of scheduled duty relates to the number of hours for a full-time unit member in a comparable position.
- 10.10.5 It is agreed that a unit member who is absent from work other than for those days as authorized by State law or authorized leave revisions of this article, is taking an unauthorized absence in violation of this agreement. The District will deduct a salary amount equal to the daily rate of pay for each day of unauthorized absence, and such member shall be subject to disciplinary action.
- 10.10.6 Any unit member who is absent from work without leave, or who fails to return to work as scheduled after the expiration of an authorized leave of absence, shall be deemed to have abandoned employment with the District, (see article 22).
- 10.10.7 Members of the unit on paid or unpaid leave of absence, for reasons other than industrial accident or illness, for twenty-six (26) percent or more of the required days of service shall be ineligible for step (increment) advancement on the salary schedule.
- 10.10.8 The extension of paid and unpaid leaves shall be at the sole discretion of the District. Members of the unit who are denied extension of a paid or unpaid leave

shall return to work at the expiration of the previously approved leave or shall resign from employment with the District. If unit members are medically unable to assume the duties of his or her position, the unit member will be placed on a re-employment list for a period of thirty-nine (39) months (See 10.1.7.5).

**10.11 Other Leaves and Absences:** A request for any leave or absence not covered by the terms of this agreement may be considered by the District on an individual basis and at the discretion of the District.

**10.12 Break in Service:** No absence under any paid leave provisions of this article shall be considered as a break in service for any unit member who is in paid status, and all benefits accruing under the provisions of this agreement shall continue to accrue under such absence.

**10.13 Attendance Incentive Plan**

**10.13.1** This Attendance Incentive Plan is intended to reward regular attendance and reduce the costs of absenteeism. It is understood that any absences for illness or personal necessity, including those beyond the control of the unit member, will adversely affect a unit member's entitlement under this plan. This Attendance Incentive Plan provides incentive payments which are intended to reduce unit members' use of illness and personal necessity leave; however, the Plan's incentive payments for annual unused illness leave do not reduce or otherwise affect the unit member's accumulation of unused illness hours or retirement service credit for unused illness hours and have no impact upon vacation benefits. Implementation and computation of payments will utilize the current payroll system of accounting for illness accrual and absence.

**10.13.2 Computation of Annual Incentive Payment:** Any unit member who uses less than 20% of his/her annual number of sick leave hours actually earned by the unit member during the school year is eligible for incentive payments under this Plan. Unit members who use 20% or more of the annual number of sick leave hours actually earned by the unit member during the school year are not eligible to participate that school year. Each eligible unit member shall be paid one and one-half times his/her hourly rate in effect at the close of the school year for each qualifying hour of unused sick leave. The payment shall be made as soon as practicable after June 30th.

**10.13.3** The unit member may substitute two days of vacation for two full days of illness or personal necessity leave per fiscal year. The substitution of the vacation days is only contingent upon unit members submitting a written notification of the substitution to payroll within two working days after returning to work.

**10.14** In the event a member of a classified employee's immediate family is enlisted in the United States Armed Forces, and has received deployment order to an active war zone, said unit member will receive three (3) consecutive days of leave. These three (3) days will not be chargeable to vacation or sick leave. Upon request for leave, the unit member shall provide the enlisted family member's proof of deployment. The unit member should provide at least two (2) days notice and follow established leave procedures. A unit member's immediate family member shall be defined as: husband, wife, domestic partner, father, mother, son, daughter, step-father, step-mother, step-son and step-daughter.

10.15 Parental Leave (Education Code section 45196.1) A unit member may use his or her sick leave for the purpose of the birth of a child of the unite member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member ("parental leave") for a period of 12-workweeks in a 12-month period.

10.15.1 When the unit member has exhausted all available sick leave, and continues to be absent from his or her duties on account of parental leave pursuant to the California Family Right Act ("CFRA," Government Code 12945.2), the unit member shall receive differential pay for the remaining portion of the 12-workweeks of parental leave.

10.15.2 A unit member is not required to have 1,250 hours of service with the employer during the previous 12-month period in order to take parental leave pursuant to this section.

10.15.3 Parental leave under this section shall run concurrently with CFRA leave and a unit member will receive one 12-workweek period for parental leave during a 12-month period.

## **ARTICLE 11**

### **Retraining and Study Leave**

#### **11.0 Retraining and Study Leave**

- 11.1 A leave of absence, paid or unpaid, for study/retraining may be granted to any member of the bargaining unit for a period not to exceed one (1) year at the discretion of the District.
- 11.2 Such leave of absence may be taken in separate six (6) month periods or in any other appropriate periods rather than for continuous one (1) year period provided the separate periods of leave of absence shall be commenced and completed within a three (3) year period. Any period of service by the unit member intervening between the authorized separate periods shall comprise a part of the service required for subsequent leave of absence for study or retraining purposes.
- 11.3 Study leave cannot be granted to a unit member who has not served at least seven (7) consecutive years preceding the granting of the leave.
- 11.4 Retraining leave cannot be granted to a unit member who has not served at least three (3) consecutive years preceding the granting of the leave.
- 11.5 No more than one (1) study leave of absence shall be granted in each seven (7) year period.
- 11.6 No more than one (1) retraining leave of absence shall be granted in each three (3) year period.
- 11.7 The District may prescribe standards of service which shall entitle the unit member to the leave of absence.
- 11.8 Any leave of absence granted under this Article shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing service for the granting of any subsequent leave under this Article.
- 11.9 A unit member shall not earn vacation pay, sick leave, nor holiday pay while taking leave granted under this Article.
- 11.10 **Tuition Reimbursement**
- 11.11 The District may grant tuition reimbursement to non-probationary bargaining unit members under the conditions specified below:
  - a. Programs eligible for reimbursement shall include, but not be limited to, courses of study at approved academic institutions, seminars, and training institutes conducted by recognized professional associations; conferences, meetings, and such other training programs designed to upgrade the classified service or encourage retraining of unit members who may otherwise be subject to layoff as the result of technological change.
  - b. Approval for reimbursement shall be obtained on the appropriate form, submitted to the unit member's immediate supervisor and signed by the Superintendent or designee before any expense is incurred by the unit member. Approval shall be at

the sole discretion of the District.

- c. The course(s) or program must be directly related to the unit member's service to the District and must be for the purpose of increasing the unit member's knowledge, understanding, and skills as related to the unit member's employment by the District.
- d. The course(s) or program shall not be taken during the unit member's assigned duty hours. Upon request for a specific course or program, the District shall consider granting release time, if necessary.
- e. Reimbursement shall be made as soon as practicable following presentation of official receipts such as an official transcript signed and sealed by the training institute or other evidence satisfactory to the District which demonstrates successful completion of the approved course(s) or program. If grades are received, successful completion shall be defined as a grade of "C".
- f. Tuition reimbursement shall be limited to a maximum of \$300 per individual unit member, including the cost of textbooks, during any twelve (12) month period, and the total amount paid to unit members during such twelve (12) month period shall not exceed \$5,000. Such tuition reimbursement shall be given at the District's discretion when feasible during such twelve (12) month period.

11.12 Provisions of this Article shall not apply to any unit member eligible for reimbursement by any other governmental agency, organization, or association.

11.13 Any unit member who terminates employment with the District within three (3) months of completion of the course shall refund the amount of the reimbursement to the District, or it shall be deducted from the unit member's final warrant. This requirement shall be waived in the event of the unit member's death or physical or mental disability, which precludes the unit member from returning to District employment.

## **ARTICLE 12**

### **Transfer Policy**

- 12.0 The District shall have the sole authority to determine when and where an opening exists within the unit of classified unit members described in Article 1, Certification of Representative, of this agreement. The Superintendent, or his designee, shall have the power to transfer unit members from one work site to another work site, subject to the provisions set forth in this Article.
- 12.1 **Definitions:** A transfer refers to any District action which results in the movement of a unit member from one work site to another.
- 12.1.1 A transfer may be voluntary (initiated by a unit member).
- 12.1.2 A transfer may be involuntary (initiated by the District).
- 12.2 **Voluntary Transfers:** When an additional position within an existing class or an existing position within a class becomes open, the District shall offer the opportunity to unit members, serving in the class in the District, to request a transfer. Such request will be given high priority before District-initiated transfer procedures or non-district applications for the position are sought.
- 12.2.1 All vacancies shall be posted for not less than six (6) working days.
- 12.2.2 A unit member's request for transfer shall be submitted to the District Personnel Services Office, and a copy given to the immediate supervisor, in writing, by the closing date in the vacancy announcement.
- Unit members may request a transfer in writing prior to a vacancy occurring. These requests will be kept on file at the Personnel Office for one (1) year and will be considered with all other transfer requests at the time of each in-class vacancy announcement.
- 12.2.3 The parties agree that transfers shall not be made or denied on arbitrary grounds, and that, in an attempt to maintain effective performance and satisfactory personnel relations, the following criteria will be the sole reasons for denial of a voluntary transfer:
- 12.2.3.1 Elimination of a vacancy and withdrawal of a vacancy announcement.
- 12.2.3.2 Failure to comply with the request procedure as set forth in 12.2.2.
- 12.2.3.3 Abuse or misuse of leave as delineated in Article 10. However, catastrophic illness or operation(s) of the unit member, or member of the family of the unit member requiring the unit member's presence, and bereavement shall not be considered as misuse or abuse of the leave provisions.



- 12.2.3.4 Less than satisfactory evaluations - annual or interim. (This does not include conference summaries, verbal warnings, letters of reprimands and other corrective measures).
- 12.2.3.5 Balancing staff for affirmative action purposes.
- 12.2.3.6 Best interests of the District and pupils as determined by the Superintendent, subject to Board review.
- 12.2.3.7 Probationary status. Unit members who have not completed their probationary period shall not be eligible for transfer.
- 12.2.3.8 In the event there are two or more unit members requesting a transfer, the following criteria will be considered in meeting the overall staffing needs:
  - 12.2.3.8.1 Length of service (District seniority).
  - 12.2.3.8.2 Training, experience, and evaluations.
  - 12.2.3.8.3 If two or more unit members requesting transfer are considered equal by all other criteria, District seniority shall be the determining factor.
- 12.2.3.9 Upon written request within ten (10) working days of the denial of a transfer request, the unit member shall be given a conference and written reason(s) for such denial.
- 12.2.3.10 Unit members requesting transfers shall not be required to test for the transfer position.
- 12.2.4 Limits of number of voluntary transfers.
  - 12.2.4.1 A unit member will be allowed only one voluntary transfer per fiscal year.
- 12.3 **Involuntary Transfers:** An involuntary transfer of probationary or permanent unit members may be initiated by the District at any time.
  - 12.3.1 Upon written request within ten (10) working days of notification of an involuntary transfer, the unit member shall be given a conference and/or written reason(s) for such transfer.
  - 12.3.2 An involuntary transfer may be made by the District for any of the following reasons:
    - 12.3.2.1 To meet the staffing needs of the District.

- 12.3.2.2 In order to balance the staff to meet affirmative action obligations for other legal obligations.
- 12.3.2.3 A change of enrollment or workload necessitating transfer of classified staff.
- 12.3.2.4 Improved efficiency of the District.
- 12.3.2.5 Re-assignment of a member of a unit member's family in compliance with District policy and regulation.
- 12.3.2.6 An opportunity to evaluate a unit member in a different school or location.
- 12.3.2.7 Significant personality conflicts between the transferred unit member and others at the work site.

12.4 **General:** Transfers shall not be made or denied for disciplinary reasons.

## **ARTICLE 13**

### **Safety Conditions of Employment**

- 13.0 The District shall provide safe working conditions as determined by the District for all unit members, within the fiscal capabilities of the District, and provide continuous administrative monitoring of working conditions and correction of unsafe working conditions.
- 13.1 Determinations of safe working conditions shall be made by the District and shall be in compliance with State and Federal laws.
- 13.2 When hazardous conditions are determined to exist, the site administrator will make necessary adjustments until the unsafe condition is corrected.
- 13.3 A unit member shall not be required to perform duties under conditions which pose an immediate and/or serious threat of bodily harm to the unit member, provided that the unit member has exhausted reasonable means within his/her discretion to remedy the condition.
- 13.4 The District realizes that the responsibility for providing safe working conditions is that of the District. However, it is expected that unit members will follow safe procedures and practices in the performance of their duties. In addition, the responsibility of reporting unsafe and hazardous conditions to the site administrator is that of all unit members and members of the District staff.
- 13.5 The District agrees to reimburse any unit member for the loss, destruction or damage by arson, burglary or vandalism of the unit member's personal vehicle at the work site, provided that there is a police investigation, charges are filed by the District Attorney and there is a subsequent conviction of the individual(s). The charges against the perpetrator(s) must specifically include damage or loss to the unit member's vehicle.
  - 13.5.1 District will reimburse out-of-pocket expense as well as any and all forms of victim restitution. Both parties must first agree upon the filing and reimbursement of all applicable personal insurance claims, as the estimated value of damages. The District's reimbursement shall not exceed one thousand dollars (\$1,000) per claim.
  - 13.5.2 The District further agrees that the school site shall reimburse any unit member for the loss, destruction or damage by arson, burglary or vandalism of the unit member's personal property at the work site provided that there is a written authorization, signed by the Principal or Assistant Principal, for the use of said property at the school site. The Principal may revoke at any time in writing his/her authorization of the use of the personal property at the school site.
  - 13.5.3 The District school site will reimburse out-of-pocket expense after the exhaustion of any and all homeowner's insurance and payment of victim restitution. Both parties must first agree upon the estimated value of damages. The District's reimbursement shall not exceed five-hundred (\$500) dollars per claim.
- 13.6 The District shall notify any unit member of the presence of any student found guilty of a violent offense, or any other offense, as permitted and required by law.

## **ARTICLE 14**

### **Grievance and Arbitration**

#### **14.1 Definitions for this article are as follows:**

- 14.1.1 A **"grievance"** is an allegation by the Association or a unit member(s) that the District has violated an express provision of this agreement and that by reason of such violation the unit member's(s') rights have been adversely affected. (Should a unit member have a complaint on matters not covered by the terms and conditions of this agreement, the unit member may process his/her complaint through the administrative chain of command using procedures established by the District.)
- 14.1.2 A **"grievant"** is the Association or a District unit member in the unit covered by this agreement who files a grievance.
- 14.1.3 A **"day"** is any weekday in which unit members are required to render services to the District.
- 14.1.4 The **"immediate supervisor"** is the first level administrator having immediate jurisdiction over the District unit member.
- 14.1.5 A **"District grievance form"** shall mean a District-provided form completed in writing. (See Sample forms Appendix C)

#### **14.2 General Provisions**

- 14.2.1 The purpose of the procedure is to attempt to secure, at the level of the immediate supervisor, solutions to alleged violations of the specific provisions of this agreement.
- 14.2.2 Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisor level. The District and the Association representatives agree that every effort will be made by the District and the aggrieved party to settle grievances at the lowest possible level.
- 14.2.3 All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. The Association and/or unit member shall have access to all grievance documents in such file.
- 14.2.4 Grievance meetings will be scheduled by the District at mutually convenient times and places. Normally, such meetings will be scheduled in such a manner that they will not conflict with regular duties; however, when such meetings are scheduled so as to conflict with the unit member's work hours, reasonable released time, without loss of salary, will be provided to the unit member and his/her authorized Association representative, if any. In addition, witnesses to an arbitration hearing shall be given released time while testifying. This constitutes reasonable periods of released time within the meaning of Government Code Section 3543.1(c).

- 14.2.5 When a grievance has been filed by the Association or a unit member, the Association and/or unit member may terminate the grievance at any time by giving written notice to the District. Failure to comply with time limits, to attend scheduled meetings, to discuss or hear the grievance, or to provide requested information at the Association and/or unit member's disposal relating to the subject matter of the grievance shall be deemed a termination of the grievance by the unit member. The District shall give written notice of such termination to the unit member and Association.
- 14.2.6 In order to encourage a professional and harmonious disposition of unit members' complaints, it is agreed that from the time a grievance is filed, until it is processed through the grievance procedure, neither the unit member, nor the Association, nor the District shall make public either the grievance or evidence regarding the grievance. Documents relevant to processing a grievance shall be furnished upon request by either party.
- 14.2.7 Nothing contained in this grievance procedure shall be construed as limiting the right of a unit member, at any time, to present grievances to the District and have such grievances adjusted without the intervention of the Association, as long as the adjustment is consistent with the terms of this agreement and Section 3543 of the Government Code; provided, however, that the District shall not agree to a resolution of said grievance until the Association has received from the District a copy of the grievance and the proposed resolution and has also been given the opportunity to file a response.
- 14.2.8 The unit member shall be entitled, upon request, and with advance notice of at least one day, to Association representation at all grievance meetings beyond the informal level. The unit member, however, must be present at each step of the grievance procedure, unless excused by the District. If the unit member is unable to be present due to an absence from duty caused by illness, injury, or other acceptable reason, the processing of the grievance shall be deferred until the unit member returns to duty or may proceed without the unit member if the parties mutually agree.
- 14.2.9 No party to a grievance shall take any reprisals against the other party to the grievance because he/she participated in an orderly manner in the grievance procedure.
- 14.2.10 If the grievance arises from an action of authority higher than the principal, the Association and/or unit member, if dissatisfied with an informal meeting with the administrative authority involved, may submit such grievance in writing, as required in Level I, to the Superintendent and processing of such grievance will commence with Level II.
- 14.2.11 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level in this grievance procedure shall be considered as maximum and every effort shall be made to expedite the process. The time limits, however, may be extended by mutual agreement.

- 14.2.12 If a grievance is not processed by the Association and/or unit member in accordance with the time limits set forth in this article, it shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner, at any level, the running of its time limit shall be deemed a denial of the grievance and termination of the level involved, and the Association and/or unit member may proceed to the next step.
- 14.2.13 The filing of a grievance shall in no way interfere with the right of the District to carry out its management responsibilities subject to the final decision of the grievance. In the event the alleged grievance involves an order, or other directive, the unit member shall fulfill or carry out such order, requirement, or other directive, pending the final decision of the grievance.
- 14.2.14 Any monetary award or settlement under these procedures shall be made by supplemental check or be included in the next regular monthly check.
- 14.3 **Informal Level:** Before filing a formal written grievance, the unit member shall attempt to resolve the complaint by an informal conference with his/her immediate supervisor. The unit member may be accompanied by an Association representative at this conference if the unit member so desires.
- 14.4 **Formal Level**
- 14.4.1 **Level I**
- 14.4.1.1 Within twenty-two (22) days after the occurrence of the act of omission giving rise to the grievance, or within twenty-two (22) days of the time when the unit member, by reasonable diligence, should have known of the act or omission giving rise to the grievance, the Association and/or unit member must file, on the appropriate form (see Appendix C), his/her grievance with the site administrator.
- 14.4.1.2 The statement shall be a clear, concise statement of the circumstances giving rise to the grievance; citation of specific article, section, and paragraph of this agreement that is alleged to have been violated; the decision rendered at the informal conference; and the specific remedy sought.
- 14.4.1.3 The site administrator, or designee, or the Association and/or unit member may request a personal conference.
- 14.4.1.4 The site administrator, or designee, shall communicate his/her decision to the Association and/or unit member in writing within five (5) days after receiving the grievance.

#### **14.4.2 Level II**

- 14.4.2.1 If the Association and/or unit member is not satisfied with the decision at Level I, he/she may appeal the decision, on the appropriate form, to the Superintendent, or designee, within ten (10) days after the receipt of the decision. This statement shall include a copy of the original grievance and appeal; the decisions rendered; and a clear, concise statement of the reasons for the appeal.
- 14.4.2.2 A conference shall be held at the request of either the Association and/or unit member, Superintendent, or designee.
- 14.4.2.3 The Superintendent, or designee, shall communicate his/her decision to the Association and/or unit member in writing ten (10) days after receiving the grievance. If the Superintendent, or designee, does not respond within the time limits provided, the Association and/or unit member may appeal to the next move.

#### **14.4.3 Level III / Arbitration**

- 14.4.3.1 A grievance, which is not settled pursuant to Level II, and which the Association desires to contest further, and which involves the interpretation or application of the express terms of this agreement, shall be submitted to arbitration, as provided in the article; but only if the Association gives written notice to the District of its desire to arbitrate the grievance within ten (10) days after the termination of Level II. It is expressly understood that the only matters which are subject to arbitration are grievances which were processed and handled in accordance with the grievance procedure described heretofore in this article. The provisions of Article 1, Certification of Representative; Article 2, Salary; Article 3, Health Insurance Benefits; District Rights set forth in Article 17, and the provisions of Article 18, Concerted Activities are specifically excluded from arbitration under the provisions of this article.
- 14.4.3.2 Submission to arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within ten (10) days through a list of five provided by the State Mediation and Conciliation Service. Each party will alternately strike from the list until one name remains. The order of striking will be determined by lot.
- 14.4.3.3 The arbitrator shall have no power to change or establish salary structures.

- 14.4.3.4 The arbitrator shall have no power to alter, amend, change, add to or subtract from, any of the terms of this agreement, but shall determine only whether there has been violation of this agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other.
- 14.4.3.5 This agreement constitutes a contract between the parties, which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the agreement or to determine disputed facts upon which the application of the agreement depends. The arbitrator shall, therefore, not have authority, nor shall he/she consider it his/her function to decide any issue not submitted or to so interpret or apply the agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract constitution. Past practices of the parties in interpreting or applying terms of this agreement may be relevant evidence, but shall not be used so as to justify, or result in, what is, in effect, a modification (whether by addition or detraction) of the written terms of this agreement. The arbitrator shall not render any decision or fail to render any decision or award, merely because, in his opinion, such decision or award is fair or equitable. The arbitrator shall have no power to render an award on any grievance occurring before or after the term of this agreement.
- 14.4.3.6 The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this agreement.
- 14.4.3.7 The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. Such a decision(s) shall be rendered within thirty (30) days following the closing of the hearing or the receipt of the transcript, whichever is later.
- 14.4.3.8 The decision of the arbitrator shall be binding upon both parties hereto.
- 14.4.3.9 Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services and expenses of such court reporter shall be paid by the party requesting the reporter or shared by the parties, if they both mutually agree.



- 14.4.3.10 The cost of services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses, and the cost of any hearing room will be borne by the District if the decision or award is in favor of the Association and/or unit member, or by the Association if the decision is in favor of the District. All other costs will be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other.
- 14.4.3.11 The arbitrator may hear and determine only one grievance at a time, unless the parties expressly agree otherwise; however, both parties will, in good faith, endeavor to handle in an expeditious and convenient manner, cases which involve the same or similar facts and issues.

**ARTICLE 15**  
**Association Membership, Dues, and Other Deductions**

**15.0 Organizational Security**

- 15.0.1 It is the mutual intention of the parties that the provisions of this Article protect the rights of individual unit members without restricting the Association's right to require every bargaining unit member, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities.
- 15.0.2 Except as expressly exempted herein, all unit members in the bargaining unit who do not maintain membership in good standing in the Association are required, as a condition of continued employment, to pay service fees to the Association in amounts that do not exceed the periodic dues of the Association for the duration of this agreement.
- 15.0.3 No unit member shall be obligated to pay dues or service fees to the Association until the first of the month following 30 calendar days after the unit member first comes into the bargaining unit.
- 15.0.4 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to unit member organizations shall not be required to join, maintain membership in, or pay service fees to the Association as a condition of employment. However, such unit member shall be required, in lieu of a service fee, by this agreement, to pay sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:
- |          |                             |
|----------|-----------------------------|
| 15.0.4.1 | The Valley Oasis Shelter    |
| 15.0.4.2 | American Cancer Society     |
| 15.0.4.3 | Crippled Children's Society |
| 15.0.4.4 | Ronald McDonald House       |
| 15.0.4.5 | Grace Resource Center       |
- 15.0.5 Any unit member claiming this religious exemption shall, as a condition of continued exemption from the requirement of paying service fees to the Association, furnish the Association with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payment.

**15.1 Dues and Service Fee Deductions**

- 15.1.1 The Association has the sole and exclusive right to have unit member's organization membership dues and service fees deducted by the District for unit members in the bargaining unit.

- 15.1.2 The District shall deduct, in accordance with the Association dues and service fee schedule, dues, service fees or payments to charity in lieu of service fees from the wages of all unit members who are members of the bargaining unit and who have submitted payroll deduction authorization forms to the District. Such authorizations shall remain in effect until expressly revoked, in writing, by the unit member.
- 15.1.3 The District shall, without charge, pay to the Association within fifteen (15) days of the deduction all sums so deducted, except that the employer shall pay to the designated charity sums deducted in lieu of service fees from the wages of unit members who qualify for the religious exemption pursuant to this agreement.
- 15.1.4 Along with each monthly payment to the Association, the employer shall, without charge, furnish the Association with an alphabetical list of all unit members in the bargaining unit, identifying them by name, social security number, months per year in paid status and annual salary, and indicating the amount deducted, if any, and whether such deduction is for dues, services fees or charitable contributions.
- 15.1.5 Nothing contained herein shall prohibit a unit member from paying service fees directly to the Association.
- 15.1.6 The District shall immediately notify the Association chapter treasurer if any member of the bargaining unit revokes a dues, service fee, or payment in lieu of service fee deduction authorization.
- 15.1.7 The District shall deduct and pay to the Association service fees for each bargaining unit member in good standing and who is obligated to pay such fees, pursuant to this agreement, unless the Association notifies the employer that the unit member is paying such fees directly to the Association. A payroll deduction authorization form shall not be required for such deductions.
- 15.1.8 Bargaining unit members shall be accorded the right to other deductions as specified in the Education Code and exercised by the Board of Trustees of the District.
- 15.1.9 The Association agrees to indemnify and hold harmless the District, its members, and each member of the management against any and all costs, losses, or damages because of civil or other action arising from the administration and implementation of these provisions. Any clerical errors will be corrected by the party making the error, with the provision that if any such dues are deducted from the pay of any unit member and remitted to the Association, the unit member and the District shall not be liable for any refund. The Association agrees to furnish any information needed by the District to fulfill these provisions.

## **ARTICLE 16**

### **Association Rights**

16.0 The authorized on-site representative(s) of the Association may transact official Association business on school property at reasonable times. Reasonable times shall mean: Before the start and after completion of the workday, lunch period, and periods during which a Unit Member is present at the school site but not expected to perform services for the District. Association representatives, when entering a school on Association business, shall promptly identify themselves at the school office and obtain authorization from the site administrator, or designee, which authorization shall not be unreasonably withheld prior to contacting any District unit members. The Association further agrees that the Association representative shall not disturb or otherwise interfere with the work of any unit member of the District.

16.1 Any communication to be distributed or posted pursuant to this section must involve official Association business only. It also must be dated, bear the name of the Association and identify the person responsible for its promulgation. The Association assumes full legal responsibility for the content of its communications and its use of school and/or District Office mailboxes, District email system, and bulletin boards.

The right to use, without charge, designated bulletin boards, mailboxes, District telephones and the District email system for the posting or transmission of information or notices concerning Association matters if performed during non-duty hours or on breaks.

A copy of each district-wide Association communication to unit members must be submitted to the Superintendent, Assistant Superintendent of Personnel Services or designee, at the time of placement of such communication into school district mailboxes, placement on school district bulletin board or at the time an email message is sent via the District email system. In the case where a communication is directed to all unit members at a single location, the association shall submit the communication to the principal of that location at the same time of placement of such communication into the mailboxes, at the same time the communication is posted on a site bulletin board or at the same time an email message is sent via the district email system.

16.2 The right to use, without charge, institutional equipment, facilities, and buildings at reasonable times. The use of facilities will be in accordance with the Civil Center Act, and comply with District policy and regulations concerning building and facility use.

16.3 The right to be supplied annually with a complete "Hire Date" seniority roster of all bargaining unit members. The roster shall indicate the unit member's present classification, date of hire, number of hours of employment and primary job site.

16.4 The right to receive prior to each Board meeting two (2) copies of the agenda and schedules in regard to that agenda. A copy of the preliminary budget, final budget, and a copy of the adopted Form J-200 report to the County, including all special funds. The right to receive, at Association expense, any public documents requested by the Association.

16.4.1 The District shall prepare and deliver sufficient copies of this agreement to the Association without charge for distribution to each unit member within ninety (90) days from the date that the Agreement is Board approved.

- 16.5 The District agrees to include written material about CSEA membership provided by CSEA with materials given by the District to new hires in the unit at the time of their employment.
- 16.6 District will accept in principle the involvement of classified unit members in the hiring, promotion, and screening/selection process with an understanding that classified unit members' involvement shall be limited to vacancies in the same or lower job classifications only.
- 16.7 All conference delegates, including any state appointed positions, shall have uncompensated release time to attend CSEA's annual state conference.

## **ARTICLE 17**

### **District Rights**

- 17.0 All matters not specifically enumerated as within the scope of negotiations in Government Code Section 3543.2 are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify, or discontinue, in whole or in part, temporarily or permanently, any of the following:
- 17.1 The legal, operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees.
- 17.2 The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes, and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this agreement.
- 17.3 The acquisition, disposition, number, location, types and utilization of all District properties, whether owned, leased or otherwise controlled, including all facilities, grounds, parking areas, and other improvements, and the personnel, work, service, and activity functions assigned to such properties.
- 17.4 All services to be rendered to the public and to District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency, and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment, and tools to be used in connection with such services; the subcontracting of services to be rendered and functions to be performed, including education support, construction, maintenance, and repair services.
- 17.5 The utilization of personnel not covered by this agreement, including but not limited to substitutes in any capacity, individuals who are hired specifically to perform extra-duty assignments or who are hired on an hourly basis and are not otherwise regularly employed by the District, any unit member whose primary employment is not with the District, casual, provisional personnel, consultants, certificated personnel and supervisory or managerial personnel, to do work which is normally done by unit members covered hereby, within statutory limitations, and the methods of selection and assignment of such personnel.
- 17.6 The selection, classification, direction, promotion, demotion, discipline, and termination of all personnel of the District; affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of unit members to any location (subject to the express terms of this agreement regarding transfers), and also to any facilities, classrooms, functions, activities, academic subject matters, grade levels, departments, tasks or equipment; and the determination as to whether, when and where there is a job opening.

- 17.7 The job classifications, contents, and qualifications thereof, and the duties for all unit members.
- 17.8 The duties and standards of performance for all unit members; and whether any unit member adequately performs such duties and meets such standards.
- 17.9 The dates, time and hours of operation of District facilities, functions, and activities; work schedules; and the school calendar.
- 17.10 Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters.
- 17.11 The rules, regulations and policies for all unit members, students, and the public, subject only to clear and explicit limitations contained in this agreement.
- 17.12 The retirement of unit members.
- 17.13 The termination or layoff of unit members as a result of the exercise of any of the rights enumerated above or as a result of the exercise of any of the rights of the District not limited by the language of this agreement.
- 17.14 In addition to its statutory reserve rights, the District also retains within its sole discretion all rights and powers not expressly limited by the clear and explicit language of this agreement, including but not limited to the exclusive right and power to determine, implement, supplement, change, modify, or discontinue in whole or in part, temporarily or permanently, any of the following:
  - 17.14.1 The rate of pay for any classifications implemented during the term of this agreement.
  - 17.14.2 Security and safety measures and rules for unit members.
  - 17.14.3 The transfer of unit members District-wide.
  - 17.14.4 Staffing patterns.
  - 17.14.5 The administration of all unit members health and benefit plans, including the selection of all carriers of health and benefit plans, and the manner and method of funding such plans.
  - 17.14.6 When overtime shall be worked and whether to require unit members to work overtime.
- 17.15 All other rights of management not expressly limited by the language of this agreement are also expressly reserved to the District even though not enumerated above, and the express provisions of this agreement constitute the only contractual limitations upon the District's right. The exercise of any right reserved to the District herein in a particular manner, or the non-exercise of any such right shall not be deemed a waiver of the

District's right or preclude the District from exercising the right in a different manner.

- 17.16 Any dispute arising out of or in an any way connected with either the existence of or the exercise of any of the rights of the District set forth herein above, or any other rights of the District not expressly limited by the clear and explicit language of this agreement, or arising out of or in any way connected with the effects of the exercise of any such rights, is not subject to the grievance provisions set for the in Article 14.
- 17.17 It is not the intention of the parties, in setting forth the above mentioned rights of management, to detract or diminish, in any way, the rights of the Association or of the unit members as expressly set forth elsewhere in this agreement. It is the parties' intention that the clear and explicit provisions of the other articles of this agreement constitute the only contractual limitations upon the District's rights.
- 17.18 The District retains its right to amend, modify, or rescind policies and practices referred to in this agreement in case of emergency. Emergency shall be defined as unusual occurrences which were not anticipated and which are not expected to recur. The determination of whether or not an emergency exists is solely within the discretion of the District and is expressly excluded from the grievance provisions set forth in Article 14, unless the grievance in question is an allegation that the District has violated a provision of some other article of this agreement which article itself is subject to grievance procedures. If there is a direct conflict between the rights set forth in this article and the provisions of another article of this agreement, the language of latter shall prevail.



## **ARTICLE 18**

### **Concerted Activities**

- 18.0 Apart from and in addition to existing legal restrictions upon and remedies for work stoppages, the Association hereby agrees that neither it nor its members or representatives or the unit member or persons acting in concert with any of them, shall incite, encourage, or participate in any strike, walkout, slowdown, or other work stoppage of any nature whatsoever or wheresoever located, during the life of this agreement for any cause or dispute whatsoever, or wheresoever located, including, but not limited to, disputes which are subject to the grievance and arbitration provisions of Article 14; disputes which are specifically not subject to the grievance and arbitration provisions of Article 14; disputes concerning matters not mentioned in this agreement; disputes contending that the District has committed unfair employment practices; disputes with other labor organizations, persons, or employers; or jurisdictional disputes. In the event of any strike, walkout, slowdown, sickout, or work stoppage, or threat thereof, the Association and its officers shall take the steps reasonably within its control to end or avert the same. Violation hereof will subject violators to legal and equitable judicial relief.
- 18.1 Any unit member authorizing, engaging in, encouraging, sanctioning, recognizing, or assisting any strike, slowdown, work stoppage, or other concerted interference in violation of this article, or refusing to perform duly assigned services in violation of this article, shall be subject to termination in accordance with applicable law. The District reserves the right to selectively discipline unit members hereunder.
- 18.2 In the event that any of the persons referred to in Sections 18.0 and 18.1 above violate the provisions of this article over a grievance or a dispute which would otherwise properly be subject to resolution by submission to the grievance and arbitration provisions of Article 14, the Association and the unit member(s) shall be deemed to have waived the right to process the grievance or dispute to arbitration and the grievance or dispute shall be deemed as having been finally settled, with prejudice, in accordance with the District's last stated position with respect thereto.

**ARTICLE 19**  
**Separability and Savings**

- 19.0 If any article, section, or provision of this agreement shall be found to be contrary to or in conflict with federal or state law, that article, section, or provision only shall be rendered void with no effect because of the contradiction or conflict with federal or state law to any other article, section, or provision of this agreement. Upon written notification by either party, a meeting will be held within ten (10) working days of such notification to discuss the impact of the voiding of the affected article, section, or provision. The Association and the District may then mutually agree to renegotiate the affected article, section, or provision.
- 19.1 Should any article, section, or provision of this agreement or application thereof be deemed invalid by a court of competent jurisdiction, the parties shall meet, not later than ten (10) working days after receipt of such decision to examine the article, section or provision affected, and if deemed appropriate by either party, commence meeting and negotiating with respect to the means of compliance therewith.

## **ARTICLE 20**

### **Negotiations**

- 20.0 Each party may utilize the services of outside consultants to assist in the negotiations.
- 20.1 The District and the Association may discharge their respective duties by means of authorized officers, individual representatives, or committees.
- 20.2 Negotiations shall take place at mutually agreeable times and places.
- 20.3 The number of each negotiating team shall be limited to six (6) members including one member from outside the District.
- 20.4 Copies of the tentative and adopted budget, and other information that is necessary for the Association to fulfill its role as exclusive representative, will be given to the Association upon request.

## **ARTICLE 21**

### **Entire Agreement**

- 21.0 This agreement shall supersede any rules, regulations, or practices of the District which shall be contrary or inconsistent with its terms. The provision of the agreement shall be considered part of the established policies of the District.
- 21.1 It is agreed that during the term of this agreement, the parties waive and relinquish the right to meet and negotiate and agree that the parties shall not be obligated to meet and negotiate with respect to any subject or matter covered in this agreement even though such subjects or matters were proposed and later withdrawn.
- Nothing herein shall preclude the parties from mutually agreeing to re-opening negotiations on any of these matters.
- 21.2 This agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements, both oral and written. This agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.
- 21.3 District and CSEA agree that during the term of the agreement, Articles 2 and 3, Salary and Health Insurance Benefits, respectively, are automatically reopened, and that each party may, at its option, open two (2) contract articles, which could include reclassification or other proposed new articles, which would be sunshined after January 1<sup>st</sup> of current year.
- 21.4 Proposals for a successor agreement will be sunshined by both parties on or after January 1<sup>st</sup> of current year.

## **ARTICLE 22**

### **Disciplinary Action**

- 22.0 **Disciplinary Action Defined:** Disciplinary action is defined as suspension with or without pay, demotion (other than reduction in hours of employment or assignment to a lower class pursuant to Sections 45101(g) and 45298 of the California Education Code) and discharge (other than a layoff). This Article shall not apply to probationary unit members.
- 22.1 **Informal Corrective Measures:** The parties acknowledge that informal corrective measures such as verbal warnings, evaluations, conferences, written warning notices or reprimands, letters to personnel files, voluntary and involuntary, and the like are not disciplinary action as defined in this article. While there is no requirement that disciplinary action as defined in this article be preceded by these informal corrective measures as described above, the parties recognize the value of such measures and in no way intend to discourage or limit the use of such measures by this article. Other articles in the agreement, specifically Articles 6, 12, and 14, address directly the appropriate use of the informal corrective measures described above, including the unit member's rights and remedies in situations involving such measures.
- 22.2 **Disciplinary Action for Cause:** A permanent classified unit member shall be subject to disciplinary action for cause. The term "**cause**" shall include, but shall not be limited to, the following:
- 22.2.1 Incompetency or inefficiency in the performance of the duties of the position held.
  - 22.2.2 Insubordination (including, but not limited to, refusal to do assigned work), or insolence or disrespect toward authority.
  - 22.2.3 Carelessness or negligence in the performance of duty or in the care or use of District property.
  - 22.2.4 Discourteous, offensive, or abusive conduct or language toward other unit members, District officials, pupils, or the public.
  - 22.2.5 Dishonesty.
  - 22.2.6 Drinking alcoholic beverages on the job, or reporting for work while under the apparent influence of intoxicants.
  - 22.2.7 Unauthorized use or possession during working time of narcotics or mind-altering substances.
  - 22.2.8 Personal conduct unbecoming an officer or unit member of the District, whether or not such conduct amounts to a crime.
  - 22.2.9 Conviction of a felony or of any crime involving moral turpitude, or any crime bringing discredit upon the District.
  - 22.2.10 Conviction of a sex offense as defined in Education Code Section 44010.
  - 22.2.11 Absence and/or repeated tardiness without authority or sufficient reason.

- 22.2.12 Abuse of leave privileges, or violation of leave provisions as set forth in Article 10 of this agreement.
- 22.2.13 Violation of the Oath of Allegiance, or falsification or omission of any information supplied or required to be supplied to the school district, including, but not limited to, information supplied on application forms, employment records, or any other school district records.
- 22.2.14 Violation or refusal to obey the school laws of the state or reasonable regulations prescribed for the government of the public schools by the State Board of Education or by the governing board of the school district.
- 22.2.15 Offering of anything of value or offering any service in exchange for special treatment in connection with the unit member's job or employment, or accepting anything of value or any service in exchange for granting any special treatment to another unit member or to any member of the public.
- 22.2.16 Willful or persistent violation of the Education Code, or rules, regulations, policies, or directives of the governing board.
- 22.2.17 Any willful failure of good conduct tending to injure the public service.
- 22.2.18 Abandonment of position, by being absent without leave for three (3) days or longer.
- 22.2.19 Immoral conduct.
- 22.2.20 Evident unfitness for service.
- 22.2.21 Physical or mental condition unfitting for service.
- 22.2.22 Disloyalty to the District.
- 22.2.23 Conduct in violation of Section 7000 - 7007 of the Education Code (membership in the Communist Party).
- 22.2.24 Failure to pay bills resulting in frequent contacts by creditors with the District, to the extent that discipline for such conduct is not prohibited by law.
- 22.2.25 Engaging in political activities during assigned hours of duty.
- 22.2.26 Inability to meet requirements of job description, including but not limited to, physical inability or legal inability (such as the loss of a license).
- 22.2.27 Any conduct that threatens or tends to threaten the welfare and/or the property of the pupils or unit members of the District, including the unit member(s) involved in the conduct.
- 22.2.28 Conviction of a controlled substance offense as defined in Education Code Section 44011.

- 22.3 **Notice to Unit member:** The District shall give notice to any permanent unit member subject to disciplinary action prior to taking the disciplinary action. (See Appendix D). The Notice of Disciplinary Action shall be in writing, and shall contain the following information:
- 22.3.1 The specific charge(s) against the unit member, including a description of the conduct giving rise to the charge(s) and the specific cause(s) for discipline as described in 22.2, above.
  - 22.3.2 A statement informing the unit member of his right to a pre-disciplinary hearing before the District Superintendent or his/her designee, as required by Skelly v. State Personnel Board.
  - 22.2.3 The time within which the unit member may request the pre-disciplinary hearing, which shall be not less than five (5) days after the date of service of the notice on the unit member.
  - 22.3.4 A statement informing the unit member that failure to request a pre-disciplinary hearing within the specified time period will result in his or her waiver of the right to such a hearing.
- 22.4 **Demand for Pre-Disciplinary ("Skelly") Hearing:** The Notice of Disciplinary Action shall be accompanied by a "Demand for Pre-Disciplinary Hearing" (see Appendix D-1) which the unit member may sign, date, and file with the District. The unit member's failure to file the Demand for Pre-Disciplinary Hearing within the time specified shall constitute a waiver of the unit member's right to such a hearing, and a waiver of the unit member's right to file a Request for Advisory Arbitration, as set forth in this Article, and waiver of the unit member's right to a hearing before the Board of Trustees and shall constitute acceptance by the unit member of the disciplinary action specified in the Notice of Disciplinary Action.
- 22.5 **Pre-Disciplinary ("Skelly") Hearing:** The pre-disciplinary hearing shall be before the District Superintendent or his/her designee, and shall constitute the hearing Skelly v. State Personnel Board. The hearing shall be convened at a time mutually agreed to by the District and the unit member, the time which shall be not less than five (5) and not more than ten (10) days after the date of service of the notice of disciplinary action on the unit member. The unit member may elect to be represented by the Association, or the unit member may elect to represent himself/herself. The hearing shall be informal and the unit member shall have the opportunity to present to the Superintendent (or his/her designee) any relevant evidence in the form of a narrative presentation or documents relative to the disciplinary action of which the unit member received notice. The Superintendent (or his/her designee) shall, within fifteen (15) days from the date of the hearing, decide whether the disciplinary action of which the unit member received notice shall be imposed, and if not, whether lesser disciplinary action shall be imposed, and shall thereafter give the unit member written notification of the decision and the reasons therefore.
- 22.5.1 **Demand for Hearing Before the Board of Trustees:** A unit member who requested and received a pre-disciplinary hearing as set forth in Section 22.5, above, may file a "Demand for Hearing Before the Board of Trustees" (see Appendix D-1(a)) within seven (7) days of the Superintendent's (or his or her designee's) decision as set forth in Section 22.5 above.

The timely filing of properly signed and dated Demand for Hearing Before Board of Trustees with the District shall constitute a denial of all charges and a demand for hearing required by Section 45113 of the Education Code. The unit member's failure to file the Demand for Hearing Before the Board of Trustees within the time

specified herein shall constitute a waiver of the unit member's right to such a hearing, and a waiver of the unit member's right to file a Request for Advisory Arbitration, as set forth in this Article, and a waiver of the unit member's right to a hearing before the Board of Trustees and shall constitute acceptance by the unit member of the disciplinary action specified in the Notice of Disciplinary Action.

**22.6 Post-Disciplinary Advisory Arbitration Hearing:** A permanent unit member may, within fifteen (15) days after receipt of the Superintendent's (or his/her designee's) decision as described in 22.5 above, file a "Request for Advisory Arbitration" (See Appendix D-2), which must be signed by the President of the Association (or his/her designee) pursuant to the terms set forth in this article, or file a request for hearing before the Board of Trustees in lieu of advisory arbitration. A request for Advisory Arbitration is an allegation by a unit member, on a "Request for Advisory Arbitration Form," that the District has violated an express provision of this Article, and that by reason of such violation, the unit member's rights have been adversely affected. The procedures provided in this article, including the pre-disciplinary hearing, shall constitute the sole and exclusive remedy for the violation of the provisions of this article; the remedies set forth in this article shall be in lieu of any remedies provided by Article 14 contained herein, or by any other article contained herein, or in any other forum. The unit member has the right to contest the decision of the Superintendent (or his/her designee), by either proceeding to advisory arbitration with Association representation, as set forth in Section 22.6, or by requesting an alternative hearing before the Board of Trustees as set forth in Section 22.7. Failure of the unit member to file with the Superintendent a Request for Advisory Arbitration, or file with the Superintendent a request for a hearing before the Board of Trustees within fifteen (15) days after receipt of the Superintendent or his/her designee's decision shall constitute a waiver of the unit member's right to advisory arbitration and right to a hearing before the Board of Trustees and shall constitute acceptance of the decision of the Superintendent or his/her designee.

22.6.1 The Association shall represent the unit member in the advisory arbitration proceedings, as set forth in the following sections.

22.6.2 The unit member (or the Association) must file the Request for Advisory Arbitration form (sample attached as Appendix D-2), and the Form must be filed with the Superintendent within fifteen (15) days (see definitions in Article 14) of the unit member's receipt of the pre-disciplinary hearing decision of the Superintendent or his/her designee. The unit member filing is done by the unit member or by the Association, but must be signed by the President of the Association (or his/her designee).

22.6.3 Submission to arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within ten (10) days through a list of five (5) provided by the State Mediation and Conciliation Service. Each party will alternately strike from the list until one name remains. The order of striking will be determined by lot.

22.6.4 The Arbitrator shall have no power to recommend alternatives, amendments changes, additions to or subtractions from, any of the terms of this Article 22, or any other article, but shall determine only whether the disciplinary action imposed on the unit member was imposed pursuant to the express provisions of this Article 22. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other.

22.6.5 This agreement constitutes a contract between the parties, which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and



purpose of the arbitrator is to determine disputed interpretation of terms actually found in the agreement or determine disputed facts upon which the application of the agreement depends. The arbitrator shall, therefore, not have authority, nor shall he/she consider it his/her function to decide any issue not submitted or to so interpret or apply the agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. Past practices of the parties in interpreting or applying terms of this agreement may be relevant evidence, but shall not be used so as to justify, or result in, what is, in effect, a modification (whether by addition or detracting) of the written terms of this agreement. The arbitrator shall not render any decision or fail to render any decision or award, merely because, in his/her opinion, such decision or award is fair or equitable. The arbitrator shall have no power to render an award on any grievance occurring before or after the term of this agreement.

- 22.6.6 The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this agreement.
- 22.6.7 The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted.
- 22.6.8 The proceeding before the arbitrator shall be recorded, unless transcribed by a certified court reporter. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services and expenses of such court reporter shall be paid by the party requesting the reporter or shared by the parties, if they both mutually agree. The District shall provide the recording device.
- 22.6.9 The costs of the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses, and the cost of any hearing room will be borne by the parties equally. All other costs will be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other.
- 22.6.10 The arbitrator may hear and determine only one disciplinary matter at a time, unless the parties expressly agree otherwise; however, both parties will, in good faith, endeavor to handle, in an expeditious and convenient manner, cases which involve the same or similar facts and issues.
- 22.6.11 The decision of the arbitrator shall not be binding on either party, but shall be a recommendation to the Board of Trustees.
- 22.6.12 The arbitrator shall submit a recommended decision, in writing, to the Board of Trustees of the District. The unit member, the Association, and the District have the right to submit written statements to the Board within three (3) days (or longer by mutual agreement) after the Board receives the recommended decision of the arbitrator. The Board shall with or without the taking of additional evidence, and only after reviewing the entire record of the proceeding before the arbitrator, accept, reject, or modify the arbitrator's recommended decision and shall receive and consider any statement(s) that may have been submitted. The Board shall consider the arbitrator's recommended decision, the entire record of proceeding, any additional evidence, and any statements submitted, in closed session in

accordance with applicable law. The decision of the Board of Trustees shall be in writing, and shall contain the reasons for the decision, and the decision shall be final and binding on the parties. The decision of the Board of Trustees shall be effective immediately, unless it provides otherwise, and notice of the decision shall be mailed promptly to the unit member with a copy to the Association President.

- 22.7 **Alternative Post-Disciplinary Hearing:** A unit member, if he/she does not elect Association representation, and, therefore, is not eligible to file a Request for Advisory Arbitration Form as set forth in Section 22.6, may request a hearing before the Board of Trustees in lieu of the advisory arbitration procedures. The unit member may be represented by the Association at such Board of Trustees hearing. The request for such a hearing must be in writing, and it must be filed with the District Superintendent within fifteen (15) days after service on the unit member for the pre-disciplinary hearing decision of the Superintendent or his/her designee as described in Section 22.5 above. The alternative hearing shall be conducted in accordance with Board Policy 4219.3.
- 22.8 **Emergency Situations:** The District and the Association recognize that emergency situations involving the health and welfare of students and unit members can occur. If a unit member's presence on District facilities creates or has the potential of creating a danger or threat to the District's property or to the safety or health of students or unit members, including the unit member at issue, the District may immediately suspend without pay the unit member for a period not to exceed five (5) full days ("day" is defined in Article 14), pending an investigation of the situation. After investigation, the unit members' conduct in creating an emergency situation may be used as the basis, in whole or in part, for disciplinary action as provided in this Article.
- 22.9 **Discipline of Probationary Unit members:** Probationary unit members are those unit members who have been continuously employed by the District for less than nine (9) months. To the extent provided by law, the District shall have the right to impose disciplinary action on probationary unit members for any reason whatsoever, and such unit members shall not have a right to the remedies provided in this article, including notice, a pre-disciplinary hearing, a post-disciplinary hearing, or a decision in writing, and shall not have recourse to the grievance and arbitration procedures of Article 14 for such disciplinary action.

**ARTICLE 23**  
**Release Time for Job Stewards**  
**To Attend Disciplinary Meetings**


- 23.0 **Purpose:** The District recognizes the need and affirms the right of CSEA to designate Job Stewards from among employees in the unit. It is agreed that CSEA in appointing stewards does so for the purpose of promoting an effective relationship between the District and employees by helping to settle problems at the most immediate level of management supervision.
- 23.1 **Selection of Job Stewards:** CSEA reserves the right to designate the number and method of selection of Job Stewards. CSEA shall annually notify the District in writing of the names of the Job Stewards. If a change is made, the District shall be advised of such changes.
- 23.2 **Release Time:** Job Stewards shall receive reasonable release time to represent unit members at disciplinary meetings scheduled by the site administrator or designated supervisor.
- 23.2.1 **Authorization for Release Time:** The Job Steward will provide reasonable advance notice to his/her site administrator or designated supervisor and obtain consent to be absent from normal duties prior to release from said duties. "Same day" and "last minute" notification will not be considered reasonable. The site administrator may grant last minute or same day requests if reasonable notice was not practicable or could not be given through no fault of the Association.
- 23.2.1 **Granting Release Time:** Requests for reasonable release time shall be granted if reasonable advance notice is provided and such release would not interfere with, or interrupt the normal operation of the District (e.g., a Job Steward's job duties cannot be interrupted or an adequate level of service cannot be maintained in the absence of the Job Steward at the time of notification or requested release). Release time shall not be unreasonably withheld.
- 23.2.2 **Release Time Not Granted:** A site administrator who does not grant the requested release time shall contact the site administrator who is holding the meeting to inform the parties that the employee cannot be released, and attempt to reschedule the meeting to another time when the parties are available. Where such delay is impracticable, another Job Steward selected by the chapter president may request release in his/her stead, subject to the same restrictions and considerations set forth in this Article.
- 23.2.3 **Notice of Leaving Job Site:** On the day of release time, the Job Steward will notify his/her supervisor or designee prior to departure.
- 23.2.4 **Notice of Arriving at Job Site:** Job Steward or any CSEA official shall advise the supervisor of the member and/or site administrator of his/her presence prior to the meeting with the member or other employees.

- 23.2.5 **Role of Job Steward/CSEA Staff Representative:** The purpose of the meeting is to hear the employee's own account of the matter under investigation. The Job Steward, or other CSEA staff representative, is present to represent the interests of the unit member, including assisting the employee and attempting to clarify the facts or suggest other employees who may have knowledge of them. The employer, however, is free to insist that he or she is only interested, at that time, in hearing the employee's own account of the matter under investigation. The Job Steward, or representative, will be allowed to consult with the employee during the meeting and to make any additions, suggestions, or clarifications after the employer has completed his or her interview of the employee.
- 23.2.6 **Notice Upon Return to Job Site:** The Job Steward shall report to his/her immediate supervisor or designee upon return to duty.
- 23.2.7 **Representation by Single Job Steward:** Subject to the restrictions and conditions established in this Article, a member is entitled to representation by a single Job Steward (exclusive of CSEA staff). If the unit member requests more than one Job Steward be present at a meeting, the meeting shall be scheduled on off-duty time.
- 23.3 **Right to Representation:** It is not the intent of this Article to deny unit members the right to representation that a member is otherwise legally entitled to under the Educational Employment Relations Act.

## ARTICLE 24 DURATION

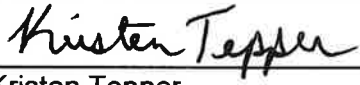
- 24.0 This agreement shall become effective upon Board adoption on July 1, 2017 and shall remain in full force and effect up to and including June 30, 2020.

Antelope Valley Union  
High School District:

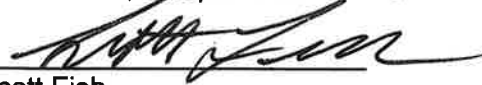
  
Brett Neal  
Assistant Superintendent

  
Brian Hawkins  
Assistant Superintendent

  
Daniel Ramos  
Director of Human Resources

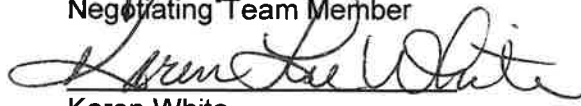
  
Kristen Tepper  
Negotiating Team Member

California School Employees  
Association, Chapter 612:

  
Scott Fish  
CSEA Union President

  
John Keough  
Negotiating Team Member

  
Kathy McMillin  
Negotiating Team Member

  
Karen White  
Negotiating Team Member

  
Kyle Frazier  
Negotiating Team Member

# **APPENDIX A**

## **Salary Schedules**

Range	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
18	2608.38	2777.28	2976.64	3159.51	3318.23	3345.54	3372.86	3400.15	3427.45	3454.76	3482.06	3517.17	3552.16	3587.21	3622.24	3657.31	3693.60	3729.94	3766.27	3802.58	3838.91	3877.26	3915.62
19	2636.31	2811.55	3002.03	3183.80	3348.71	3377.30	3405.88	3434.15	3463.01	3491.38	3520.20	3555.72	3591.27	3626.82	3662.32	3697.94	3734.77	3771.50	3808.44	3845.45	3882.10	3920.05	3959.79
20	2664.34	2863.62	3042.68	3228.08	3387.81	3415.82	3444.82	3473.78	3502.79	3531.80	3560.80	3596.36	3631.91	3667.67	3703.01	3738.57	3774.90	3811.28	3848.54	3883.85	3920.20	3960.05	3999.93
21	2704.89	2886.49	3087.12	3271.26	3429.55	3461.33	3490.09	3518.89	3547.66	3576.45	3605.23	3634.56	3677.86	3714.19	3750.52	3786.82	3824.41	3862.03	3899.59	3937.17	3974.78	4014.65	4054.54
22	2749.94	2928.39	3124.54	3306.81	3468.81	3498.83	3524.80	3553.79	3582.82	3611.79	3640.82	3677.82	3714.96	3752.03	3789.12	3826.25	3863.77	3901.38	3938.98	3976.58	4014.15	4054.27	4094.44
23	2777.28	2976.64	3159.51	3337.29	3502.39	3531.80	3560.80	3589.99	3619.22	3648.42	3677.82	3714.96	3752.03	3789.12	3826.25	3863.77	3901.38	3938.98	3976.58	4014.15	4054.27	4094.44	
24	2866.18	3042.68	3228.08	3387.81	3555.72	3587.53	3617.53	3647.06	3677.08	3707.69	3737.72	3767.81	3800.44	3834.15	3867.82	3901.91	3935.47	3969.57	4003.18	4037.10	4070.78	4104.38	
25	2866.18	3042.68	3228.08	3387.81	3555.72	3587.53	3617.53	3647.06	3677.08	3707.69	3737.72	3767.81	3800.44	3834.15	3867.82	3901.91	3935.47	3969.57	4003.18	4037.10	4070.78	4104.38	
26	2866.18	3042.68	3228.08	3387.81	3555.72	3587.53	3617.53	3647.06	3677.08	3707.69	3737.72	3767.81	3800.44	3834.15	3867.82	3901.91	3935.47	3969.57	4003.18	4037.10	4070.78	4104.38	
27	2866.18	3042.68	3228.08	3387.81	3555.72	3587.53	3617.53	3647.06	3677.08	3707.69	3737.72	3767.81	3800.44	3834.15	3867.82	3901.91	3935.47	3969.57	4003.18	4037.10	4070.78	4104.38	
28	2866.18	3042.68	3228.08	3387.81	3555.72	3587.53	3617.53	3647.06	3677.08	3707.69	3737.72	3767.81	3800.44	3834.15	3867.82	3901.91	3935.47	3969.57	4003.18	4037.10	4070.78	4104.38	
29	3002.03	3183.80	3363.80	3543.75	3723.86	3751.91	3780.50	3809.13	3837.81	3866.53	3895.27	3924.04	3952.86	3981.71	4010.59	4039.51	4068.46	4097.44	4126.44	4155.46	4184.51	4213.59	
30	3042.68	3228.08	3417.31	3601.43	3780.84	3811.80	3843.12	3874.47	3905.76	3937.10	3968.43	3999.73	4030.95	4062.19	4093.55	4124.97	4156.44	4187.94	4219.46	4250.99	4282.55	4314.06	
31	3087.12	3271.26	3457.93	3628.12	3808.44	3840.38	3872.34	3904.30	3936.25	3968.21	4000.19	4032.12	4064.06	4095.95	4127.86	4159.79	4191.74	4223.69	4255.66	4287.64	4319.61	4351.54	
32	3112.54	3306.81	3484.61	3672.53	3856.68	3888.64	3920.61	3952.54	3984.54	4016.46	4048.43	4080.36	4112.28	4144.18	4176.06	4207.94	4239.86	4271.79	4303.71	4335.64	4367.56	4399.44	
33	3159.51	3337.29	3518.13	3711.91	3897.34	3929.70	3962.08	3994.43	4026.84	4059.22	4091.61	4123.94	4156.28	4188.61	4220.94	4253.26	4285.59	4317.91	4350.24	4382.56	4414.88	4447.19	
34	3193.80	3381.75	3562.08	3743.67	3930.34	3963.34	3996.37	4029.39	4062.40	4095.41	4128.44	4161.09	4193.71	4226.36	4258.94	4291.50	4324.06	4356.61	4389.16	4421.71	4454.26	4486.81	
35	3228.08	3417.31	3601.43	3789.37	3976.76	4009.27	4042.52	4075.74	4108.95	4142.18	4175.32	4208.47	4241.52	4274.56	4307.61	4340.66	4373.71	4406.76	4439.81	4472.86	4505.91	4538.96	
36	3271.26	3457.93	3628.12	3823.65	4011.62	4045.27	4078.93	4112.55	4146.21	4179.87	4213.52	4247.17	4280.72	4314.27	4347.81	4381.36	4414.91	4448.46	4482.01	4515.56	4549.11	4582.66	
37	3306.81	3484.61	3668.74	3846.53	4040.81	4074.47	4108.11	4141.77	4175.42	4209.07	4242.72	4276.37	4310.02	4343.67	4377.32	4410.97	4444.62	4478.27	4511.92	4545.57	4579.22	4612.87	
38	3337.29	3534.13	3711.91	3888.43	4081.44	4115.72	4150.03	4184.32	4218.60	4252.89	4287.18	4321.47	4355.76	4389.94	4424.13	4458.32	4492.51	4526.70	4560.89	4595.08	4629.27	4663.46	
39	3381.75	3562.08	3743.67	3937.96	4136.39	4168.23	4202.65	4237.07	4271.50	4305.92	4340.34	4374.76	4409.18	4443.60	4478.02	4512.44	4546.86	4581.28	4615.69	4650.11	4684.53	4718.95	
40	3417.31	3601.43	3789.37	3982.08	4186.23	4218.63	4250.95	4283.27	4315.59	4347.91	4380.23	4412.55	4444.87	4477.19	4509.51	4541.83	4574.15	4606.47	4638.79	4671.11	4703.43	4735.75	
41	3457.93	3628.12	3823.65	4009.08	4209.71	4242.63	4275.55	4308.48	4341.40	4374.32	4407.24	4440.16	4473.08	4506.00	4538.92	4571.84	4604.76	4637.68	4670.60	4703.52	4736.44	4769.36	
42	3484.61	3688.74	3846.53	4040.89	4247.84	4283.57	4319.34	4355.10	4390.88	4426.66	4462.44	4498.21	4533.99	4569.76	4605.54	4641.32	4677.10	4712.88	4748.66	4784.44	4820.22	4856.00	
43	3534.13	3711.91	3888.43	4078.93	4323.39	4359.97	4396.59	4433.21	4469.83	4506.45	4543.07	4579.69	4616.31	4652.93	4689.55	4726.17	4762.79	4799.41	4836.03	4872.65	4909.27	4945.89	
44	3562.08	3743.67	3937.96	4119.55	4324.03	4359.97	4396.59	4433.21	4469.83	4506.45	4543.07	4579.69	4616.31	4652.93	4689.55	4726.17	4762.79	4799.41	4836.03	4872.65	4909.27	4945.89	
45	3601.43	3789.37	3962.08	4151.29	4360.84	4396.60	4432.38	4468.13	4503.89	4539.66	4575.43	4611.20	4646.97	4682.74	4718.50	4754.27	4790.04	4825.81	4861.58	4897.35	4933.12	4968.89	
46	3628.12	3823.65	4009.08	4190.66	4397.65	4434.04	4470.40	4506.87	4543.34	4579.81	4616.28	4652.75	4689.22	4725.69	4762.16	4798.63	4835.10	4871.57	4908.04	4944.51	4980.98	5017.45	
47	3687.94	3846.53	4040.89	4232.57	4441.65	4481.68	4518.71	4555.78	4592.81	4629.84	4666.87	4703.90	4740.93	4777.96	4814.99	4852.02	4889.05	4926.08	4963.11	5000.14	5037.17	5074.20	
48	3711.91	3888.43	4119.55	4285.61	4480.21	4519.84	4559.48	4599.12	4638.76	4678.40	4718.04	4757.68	4797.32	4836.96	4876.60	4916.24	4955.88	4995.52	5035.16	5074.80	5114.44	5154.08	
49	3743.67	3937.96	4151.29	4294.80	4511.94	4549.64	4587.28	4624.97	4662.63	4700.33	4738.02	4775.71	4813.40	4851.09	4888.78	4926.47	4964.16	5001.85	5039.54	5077.23	5114.92	5152.61	
50	3789.37	3962.08	4151.29	4340.51	4557.67	4595.35	4633.01	4670.68	4708.34	4746.02	4783.69	4821.37	4859.04	4896.72	4934.40	4972.08	5009.76	5047.44	5085.12	5122.80	5160.48	5198.16	
51	3823.65	4009.08	4190.66	4370.99	4585.97	4623.67	4661.34	4699.02	4736.70	4774.38	4812.06	4849.74	4887.42	4925.10	4962.78	5000.46	5038.14	5075.82	5113.50	5151.18	5188.86	5226.54	
52	3846.53	4040.89	4232.57	4405.28	4626.23	4664.97	4703.70	4742.42	4781.17	4819.91	4858.66	4897.41	4936.16	4974.91	5013.66	5052.41	5091.16	5129.91	5168.66	5207.41	5246.16	5284.91	
53	3868.43	4078.93	4263.51	4451.01	4670.68	4709.63	4748.35	4787.32	4826.44	4865.40	4904.33	4943.26	4982.19	5021.12	5060.05	5098.98	5137.91	5176.84	5215.77	5254.70	5293.63	5332.56	
54	3937.96	4119.55	4294.80	4481.62	4694.80	4734.70	4774.35	4814.25	4854.35	4894.45	4934.55	4974.65	5014.75	5054.85	5094.95	5135.05	5175.15	5215.25	5255.35	5295.45	5335.55	5375.65	
55	3962.08	4151.29	4340.51	4518.29	4745.62	4785.21	4824.76	4864.32	4903.91	4943.45	4983.00	5022.55	5062.10	5101.65	5141.20	5180.75	5220.30	5259.85	5299.40	5338.95	5378.50	5418.05	
56	4009.08	4190.66	4370.99	4557.67	4783.71	4823.93	4864.13	4904.33	4944.55	4984.76	5024.99	5065.22	5105.45	5145.68	5185.91	5226.14	5266.37	5306.60	5346.83	5387.06	5427.29	5467.52	
57	4046.89	4232.57	4451.01	4627.51	4861.16	4902.02	4942.86	4983.70	5024.54	5065.40	5106.24	5147.08	5187.92	5228.76	5269.60	5310.44	5351.28	5392.12	5432.96	5473.80	5514.64	5555.48	
58	4078.93	4263.51	4461.01	4647.51	4884.36	4925.57	4966.64	5007.70	5048.85	5089.99	5131.13	5172.27	5213.41	5254.55	5295.69	5336.83	5377.97	5419.11	5460.25	5501.39	5542.53	5583.67	
59	4119.55	4294.80	4495.42	4670.68	4903.04	4944.14	4985.21	5026.26	5067.31	5108.35	5149.40	5190.44	5231.49	5272.53	5313.57	5354.61	5395.65	5436.69	5477.73	5518.77	5559.81	5600.85	
60	4151.29	4340.51	4518.29	4716.40	4951.34	4992.16	5033.03	5073.87	5114.71	5155.57	5196.42	5237.26	5278.10	5318.94	5359.78	5400.62	5441.46	5482.30	5523.14	5563.98	5604.82	5645.66	
61	4193.21	4382.44	4565.29	4763.40	5000.85	5042.13	5083.35	5124.55	5165.94	5207.20	5248.48	5289.76	533										



Range	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41
18	3963.95	3992.31	4030.66	4070.78	4110.93	4151.02	4191.16	4231.29	4273.73	4316.13	4358.59	4400.96	4443.38	4487.86	4531.75	4575.94	4620.12	4664.36
19	3998.65	4027.52	4076.37	4116.74	4157.12	4197.52	4237.92	4278.29	4321.21	4364.14	4407.05	4449.96	4492.91	4537.86	4582.80	4627.75	4672.72	4717.67
20	4038.80	4073.66	4119.55	4160.43	4201.34	4242.20	4283.11	4324.03	4367.18	4410.37	4453.53	4496.71	4539.89	4583.34	4630.81	4676.28	4721.75	4767.22
21	4094.80	4134.28	4174.16	4215.30	4256.44	4297.55	4338.73	4379.88	4423.82	4467.19	4511.67	4556.64	4599.57	4645.56	4691.52	4737.48	4783.44	4829.44
22	4134.52	4174.66	4214.79	4257.73	4299.64	4343.55	4386.48	4429.40	4473.59	4517.79	4561.97	4606.18	4650.36	4695.84	4743.34	4789.81	4836.27	4882.76
23	4175.67	4215.55	4255.45	4298.62	4341.78	4384.96	4428.14	4471.31	4516.01	4560.71	4605.42	4650.12	4694.83	4741.54	4788.27	4835.01	4881.71	4928.48
24	4235.31	4273.03	4318.94	4361.83	4404.76	4447.68	4490.62	4533.54	4578.99	4624.87	4670.24	4715.41	4760.86	4806.60	4856.35	4901.85	4959.58	
25	4278.80	4320.43	4362.10	4405.53	4448.97	4492.40	4535.82	4579.23	4624.87	4670.24	4715.41	4760.86	4806.60	4856.35	4901.85	4959.58		
26	4325.78	4367.46	4409.09	4452.77	4496.45	4540.15	4583.83	4627.51	4673.73	4719.66	4766.19	4812.40	4858.64	4907.13	4955.64	5004.15	5052.64	5101.17
27	4366.68	4408.84	4451.01	4495.18	4539.38	4583.55	4627.75	4671.96	4718.68	4765.42	4812.15	4858.88	4905.63	4954.63	5003.64	5052.64	5101.69	5150.71
28	4422.29	4465.22	4508.15	4553.32	4598.55	4643.75	4688.97	4734.18	4781.69	4829.16	4876.66	4924.15	4971.65	5021.43	5071.23	5120.98	5170.78	5220.55
29	4457.33	4500.52	4543.70	4589.16	4634.62	4680.09	4725.55	4771.02	4818.74	4866.50	4914.24	4961.99	5009.76	5059.98	5109.82	5159.86	5209.86	5259.91
30	4509.41	4553.84	4598.30	4643.49	4688.72	4733.93	4779.14	4824.35	4874.33	4920.34	4968.34	5016.33	5064.34	5114.90	5162.22	5203.29	5254.34	5305.36
31	4537.86	4582.05	4626.23	4672.72	4719.20	4765.66	4812.15	4858.64	4907.13	4955.64	5004.15	5052.64	5101.17	5152.22	5203.29	5254.34	5305.36	5356.43
32	4598.55	4643.49	4688.46	4735.44	4782.44	4829.44	4876.41	4923.38	4972.67	5021.94	5071.23	5120.49	5169.76	5221.56	5273.37	5325.19	5376.99	5428.82
33	4645.28	4689.76	4734.18	4782.17	4830.16	4878.14	4926.19	4974.17	5023.66	5073.77	5123.53	5173.30	5223.09	5272.40	5322.66	5372.68	5423.24	5473.84
34	4687.95	4733.93	4779.90	4827.15	4874.38	4921.60	4968.83	5016.09	5066.39	5116.69	5166.95	5217.26	5267.55	5320.12	5372.68	5425.24	5477.84	5530.41
35	4744.08	4793.57	4837.05	4884.78	4932.54	4980.28	5028.03	5075.28	5125.04	5174.38	5223.16	5272.16	5321.95	5370.98	5434.41	5488.25	5542.09	5595.78
36	4787.26	4839.74	4882.89	4928.89	4978.85	5028.51	5078.28	5128.54	5178.56	5228.65	5278.98	5329.54	5380.54	5434.41	5488.25	5542.09	5595.78	5649.41
37	4816.47	4862.94	4909.42	4958.70	5007.97	5057.26	5106.52	5155.78	5207.35	5258.91	5310.45	5362.01	5413.58	5467.66	5521.76	5575.85	5629.95	5684.04
38	4866.25	4913.25	4960.23	5010.51	5060.79	5111.08	5161.36	5211.65	5263.74	5315.78	5367.85	5419.92	5471.98	5526.58	5581.20	5635.80	5690.41	5745.01
39	4930.50	4977.73	5024.99	5075.54	5126.06	5176.63	5227.15	5277.69	5330.52	5383.65	5436.15	5488.01	5541.84	5597.20	5652.55	5707.94	5763.30	5818.66
40	4958.70	5006.48	5054.20	5104.48	5154.76	5205.06	5255.35	5305.63	5358.78	5411.80	5464.87	5517.97	5571.06	5626.92	5682.79	5738.65	5794.55	5850.40
41	5020.42	5069.68	5118.96	5170.01	5221.05	5272.13	5323.16	5374.21	5425.05	5481.90	5535.74	5589.58	5643.43	5699.82	5756.18	5812.56	5868.93	5925.34
42	5067.41	5116.69	5165.96	5216.99	5268.03	5319.09	5370.13	5421.19	5475.30	5529.39	5583.49	5637.58	5691.68	5746.82	5805.97	5863.10	5920.27	5977.40
43	5109.57	5159.34	5209.13	5260.94	5312.75	5364.55	5416.37	5468.90	5521.79	5574.09	5629.39	5683.99	5741.20	5798.59	5856.02	5913.40	5970.82	6028.21
44	5157.06	5207.87	5258.65	5310.70	5362.62	5414.84	5466.90	5518.98	5574.09	5629.39	5683.99	5741.20	5798.59	5856.02	5913.40	5970.82	6028.21	6084.09
45	5195.67	5246.21	5296.76	5348.55	5402.39	5455.24	5508.05	5560.90	5616.78	5672.51	5728.51	5784.39	5840.27	5896.67	5957.10	6015.50	6073.92	6132.33
46	5243.91	5294.94	5345.00	5398.84	5452.69	5506.74	5560.30	5616.80	5673.90	5726.47	5782.62	5838.73	5894.86	5953.79	6012.71	6071.64	6130.57	6189.48
47	5300.29	5351.85	5403.42	5457.51	5511.61	5565.74	5621.30	5676.37	5730.52	5784.37	5843.83	5898.04	5957.10	6016.78	6076.47	6136.15	6195.83	6255.52
48	5339.15	5390.97	5442.76	5497.89	5553.00	5608.12	5663.24	5718.36	5773.50	5832.65	5888.79	5946.94	6004.07	6064.01	6123.96	6183.88	6243.82	6303.79
49	5379.03	5430.58	5482.15	5537.53	5592.87	5648.12	5703.62	5758.16	5816.54	5874.28	5931.36	5989.78	6047.26	6107.96	6168.16	6230.11	6291.07	6352.04
50	5434.15	5486.72	5539.29	5594.65	5650.94	5705.39	5760.74	5816.13	5874.65	5932.98	5991.36	6049.78	6108.20	6169.16	6230.11	6291.07	6352.04	6412.99
51	5477.58	5530.66	5583.75	5640.11	5696.51	5752.89	5809.26	5865.66	5924.33	5983.00	6041.67	6100.33	6159.00	6220.47	6281.93	6343.39	6404.87	6466.31
52	5519.54	5573.02	5626.11	5683.05	5739.16	5795.30	5851.45	5907.57	5966.49	6025.40	6084.33	6143.26	6202.17	6264.39	6326.62	6388.87	6451.07	6513.30
53	5569.53	5623.62	5677.72	5734.36	5790.97	5847.62	5904.28	5960.90	6020.59	6080.27	6139.95	6199.63	6259.32	6321.81	6382.62	6443.75	6509.24	6571.72
54	5623.22	5679.24	5734.86	5792.01	5849.15	5906.30	5963.45	6020.59	6080.78	6140.93	6201.16	6261.37	6321.55	6382.81	6443.04	6504.04	6563.74	6637.74
55	5657.41	5711.99	5766.80	5824.00	5881.40	5938.79	5996.20	6053.62	6114.30	6175.00	6235.69	6296.40	6357.11	6417.94	6478.74	6544.03	6608.28	6672.53
56	5705.39	5760.74	5816.13	5875.06	5933.96	5992.91	6051.82	6110.75	6171.71	6232.65	6293.61	6354.56	6415.54	6476.74	6544.03	6608.28	6672.53	6736.50
57	5753.91	5809.78	5865.66	5924.58	5983.50	6042.43	6101.34	6160.28	6221.75	6283.20	6344.66	6406.13	6467.60	6529.12	6591.12	6661.89	6726.67	6791.42
58	5796.59	5852.69	5908.85	5967.49	6026.16	6084.84	6143.51	6202.17	6264.39	6326.62	6388.87	6451.07	6513.30	6578.31	6643.34	6697.12	6768.67	6838.41
59	5847.62	5904.28	5960.90	6021.08	6081.29	6141.47	6201.66	6261.88	6324.34	6386.81	6448.30	6511.76	6574.27	6640.03	6705.82	6771.60	6837.37	6903.16
60	5902.50	5958.35	6014.24	6074.94	6135.15	6195.36	6255.04	6314.76	6374.99	6434.23	6493.46	6553.68	6613.94	6674.24	6734.52	6794.81	6859.08	6925.39
61	5960.90	6018.05	6075.18	6136.15	6197.10	6258.04	6319.01	6379.97	6443.71	6507.46	6571.20	6634.96	6698.71	6765.76	6832.81	6899.08	6965.39	7033.96
62	6020.59	6077.74	6134.88	6197.10	6259.32	6321.55	6383.77	6445.99	6510.85	6575.10	6639.53	6704.55	6769.58	6834.57	6899.57	6970.99	7040.05	7109.15
63	6081.29	6139.18	6197.10	6259.32	6321.55	6384.54	6447.01	6509.48	6574.50	6639.53	6704.55	6769.58	6834.57	6899.57	6971.22	7039.55	7107.88	7176.20
64	6143.26	6201.93	6260.58	6323.18	6386.32	6449.39	6512.52	6575.61	6638.71	6705.15	6771.80	6838.02	6894.45	6970.99	7040.05	7109.15	7178.22	7247.30
65	6204.68	6263.93	6323.18	6386.32	6449.39	6512.52	6575.61	6638.71	6705.15	6771.80	6838.02	6894.45	6970.99	7040.05	7109.15	7178.22	7247.30	7319.79
66	6266.72	6326.57	6386.42	6450.29	6514.68	6579.02	6643.41	6707.79	6772.17	6839.93	6907.70	6975.47	7043.25	7111.03	7182.20	7253.38	7324.55	7392.98
67	6329.41	6389.83	6450.29	6514.68	6579.02	6643.41	6707.79	6772.17	6839.93	6907.70	6975.47	7043.25	7111.03	7182.20	7253.38	7324.55	7395.72	7466.91
68	6392.70	6453.73	6514.80	6579.83	6644.82	6709.85	6774.87	6839.88	6908.34	6978.78	7045.66	7115.67	7184.14	7254.04	7325.92	7397.80	7469.70	7541.83
69	6456.61	6518.28	6579.93	6645.64	6711.25	6776.95	6842.61	6908.28	6977.44	7046.56	7115.67	7184.14	7254.04	7325.92	7397.80	7469.70	7541.83	7616.99
70	6521.19	6583.48	6645.73	6712.09	6778.38	6844.73	6911.04	6977.35	7047.18	7117.00	7186.82	7256.65	7326.49	7399.86	7473.17	7546.51	7619.84	7693.16
71	6586.41	6649.30	6712.19	6779.22	6846.14	6913.16	6980.15	7047.14	7117.65	7188.19	7258.74	7329.24	7399.76	7473.57	7547.91	7621.99	7696.03	



Range	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
18	15.05	16.02	17.17	18.23	19.14	19.30	19.46	19.62	19.77	19.93	20.09	20.29	20.49	20.70	20.90	21.10	21.31	21.52	21.73	21.94	22.15	22.37	22.59	22.81
19	15.21	16.22	17.32	18.43	19.32	19.47	19.65	19.81	19.98	20.14	20.31	20.51	20.72	20.92	21.13	21.33	21.55	21.78	21.99	22.18	22.40	22.62	22.85	23.07
20	15.37	16.52	17.55	18.62	19.54	19.71	19.87	20.04	20.21	20.38	20.54	20.75	20.96	21.16	21.36	21.57	21.78	21.99	22.20	22.41	22.62	22.85	23.08	23.31
21	15.61	16.65	17.81	18.87	19.80	19.97	20.14	20.30	20.47	20.63	20.80	21.01	21.22	21.43	21.64	21.85	22.07	22.28	22.50	22.71	22.93	23.16	23.39	23.62
22	15.86	16.89	17.96	19.06	20.00	20.17	20.34	20.50	20.67	20.84	21.01	21.22	21.43	21.65	21.86	22.07	22.29	22.51	22.73	22.94	23.16	23.39	23.62	23.85
23	16.02	17.17	18.23	19.25	20.21	20.38	20.54	20.71	20.88	21.05	21.22	21.43	21.64	21.85	22.07	22.28	22.50	22.73	22.95	23.18	23.40	23.63	23.86	24.09
24	16.22	17.32	18.43	19.51	20.51	20.68	20.85	21.01	21.18	21.34	21.51	21.73	21.94	22.16	22.38	22.59	22.82	23.04	23.26	23.49	23.71	23.95	24.19	24.43
25	16.54	17.55	18.62	19.72	20.70	20.87	21.04	21.22	21.39	21.56	21.74	21.95	22.17	22.38	22.60	22.81	23.03	23.27	23.50	23.73	23.96	24.21	24.45	24.69
26	16.95	17.81	18.87	19.95	20.93	21.11	21.28	21.45	21.63	21.80	21.97	22.19	22.41	22.62	22.84	23.06	23.31	23.54	23.77	24.00	24.24	24.48	24.72	24.96
27	16.99	17.96	19.06	20.10	21.14	21.32	21.49	21.66	21.84	22.01	22.18	22.40	22.62	22.84	23.06	23.28	23.51	23.75	23.99	24.23	24.46	24.71	24.95	25.19
28	17.17	18.23	19.25	20.39	21.42	21.59	21.77	21.94	22.12	22.29	22.47	22.68	22.92	23.14	23.37	23.59	23.82	24.05	24.28	24.51	24.76	25.01	25.25	25.49
29	17.37	18.43	19.51	20.55	21.58	21.76	21.94	22.12	22.30	22.48	22.66	22.88	23.11	23.33	23.56	23.78	24.02	24.26	24.49	24.73	24.97	25.22	25.47	25.71
30	17.55	18.62	19.72	20.78	21.81	21.99	22.17	22.35	22.53	22.71	22.90	23.13	23.36	23.59	23.82	24.05	24.29	24.53	24.78	25.03	25.28	25.53	25.78	26.02
31	17.81	18.87	19.95	21.00	22.05	22.23	22.44	22.65	22.87	23.08	23.31	23.53	23.76	23.99	24.22	24.45	24.70	24.94	25.19	25.44	25.69	25.94	26.19	26.43
32	17.96	19.08	20.10	21.19	22.25	22.43	22.62	22.80	22.99	23.17	23.36	23.59	23.82	24.05	24.28	24.51	24.76	25.01	25.26	25.51	25.76	26.01	26.26	26.50
33	18.23	19.25	20.39	21.42	22.49	22.67	22.86	23.05	23.24	23.43	23.62	23.85	24.07	24.31	24.54	24.78	25.03	25.28	25.53	25.78	26.03	26.28	26.53	26.78
34	18.43	19.51	20.55	21.60	22.68	22.87	23.06	23.25	23.44	23.63	23.82	24.05	24.29	24.52	24.76	25.01	25.26	25.51	25.76	26.01	26.26	26.51	26.76	27.00
35	18.62	19.72	20.78	21.86	22.94	23.13	23.32	23.51	23.71	23.90	24.12	24.31	24.55	24.79	25.03	25.27	25.51	25.76	26.03	26.29	26.55	26.81	27.07	27.33
36	18.87	19.95	20.93	22.06	23.14	23.34	23.53	23.73	23.92	24.12	24.31	24.55	24.79	25.03	25.27	25.51	25.76	26.03	26.29	26.55	26.81	27.07	27.33	27.59
37	19.08	20.10	21.17	22.29	23.31	23.51	23.70	23.90	24.09	24.28	24.48	24.73	24.96	25.23	25.47	25.71	25.96	26.22	26.47	26.73	26.98	27.25	27.52	27.79
38	19.25	20.39	21.42	22.43	23.55	23.74	23.94	24.14	24.34	24.54	24.73	24.96	25.23	25.47	25.72	25.97	26.22	26.48	26.74	27.00	27.26	27.53	27.80	28.08
39	19.51	20.55	21.60	22.72	23.85	24.05	24.25	24.45	24.65	24.85	25.05	25.25	25.50	25.75	26.00	26.25	26.50	26.76	27.02	27.28	27.54	27.80	28.07	28.34
40	19.72	20.78	21.86	22.86	23.98	24.18	24.38	24.59	24.79	24.99	25.20	25.45	25.70	25.95	26.20	26.46	26.72	26.99	27.25	27.52	27.78	28.06	28.33	28.61
41	19.95	20.93	22.06	23.13	24.21	24.49	24.69	24.89	25.09	25.29	25.50	25.76	26.01	26.26	26.53	26.79	27.06	27.32	27.59	27.86	28.13	28.40	28.68	28.96
42	20.10	21.17	22.19	23.34	24.51	24.71	24.92	25.13	25.34	25.54	25.74	26.00	26.26	26.52	26.78	27.04	27.31	27.58	27.85	28.11	28.38	28.67	28.95	29.24
43	20.39	21.42	22.43	23.53	24.71	24.92	25.12	25.33	25.54	25.74	25.95	26.21	26.47	26.73	26.99	27.25	27.52	27.80	28.07	28.34	28.62	28.90	29.19	29.48
44	20.55	21.60	22.72	23.77	24.95	25.15	25.36	25.57	25.78	25.98	26.19	26.45	26.71	26.97	27.24	27.50	27.77	28.05	28.32	28.59	28.87	29.17	29.46	29.75
45	20.78	21.86	22.86	23.95	25.16	25.37	25.57	25.78	25.98	26.19	26.40	26.66	26.93	27.19	27.46	27.72	28.00	28.27	28.55	28.83	29.10	29.39	29.68	29.98
46	20.93	22.06	23.13	24.18	25.37	25.58	25.79	26.00	26.21	26.42	26.63	26.80	27.17	27.44	27.70	27.97	28.25	28.54	28.82	29.10	29.38	29.67	29.96	30.25
47	21.33	22.19	23.34	24.42	25.64	25.86	26.07	26.28	26.50	26.71	26.93	27.14	27.36	27.61	27.86	28.11	28.36	28.61	28.86	29.11	29.36	29.61	29.86	30.11
48	21.42	22.43	23.53	24.61	25.85	26.06	26.28	26.50	26.71	26.93	27.14	27.36	27.61	27.86	28.11	28.36	28.61	28.86	29.11	29.36	29.61	29.86	30.11	30.36
49	21.60	22.72	23.77	24.78	26.03	26.25	26.47	26.68	26.90	27.12	27.34	27.61	27.88	28.15	28.43	28.70	28.99	29.28	29.56	29.85	30.14	30.44	30.74	31.03
50	21.86	22.86	23.95	25.04	26.29	26.51	26.73	26.95	27.16	27.38	27.60	27.88	28.16	28.43	28.71	28.99	29.28	29.57	29.86	30.15	30.44	30.74	31.05	31.35
51	22.06	23.13	24.18	25.22	26.53	26.75	26.96	27.18	27.40	27.62	27.83	28.11	28.39	28.67	28.95	29.23	29.52	29.81	30.10	30.39	30.68	30.99	31.30	31.60
52	22.19	23.34	24.42	25.48	26.82	26.99	27.14	27.36	27.58	27.81	28.03	28.31	28.60	28.88	29.16	29.45	29.74	30.03	30.32	30.62	30.91	31.22	31.53	31.84
53	22.43	23.53	24.61	25.68	26.95	27.17	27.40	27.62	27.85	28.07	28.29	28.58	28.86	29.14	29.43	29.71	30.01	30.30	30.60	30.90	31.20	31.51	31.82	32.13
54	22.72	23.77	24.78	25.81	27.21	27.44	27.66	27.89	28.11	28.34	28.57	28.85	29.13	29.41	29.70	29.98	30.28	30.58	30.88	31.18	31.48	31.80	32.12	32.44
55	22.86	23.95	25.04	26.07	27.39	27.63	27.86	28.06	28.29	28.52	28.75	28.99	29.23	29.46	29.69	29.93	30.16	30.40	30.65	30.90	31.15	31.40	31.65	31.90
56	23.13	24.18	25.22	26.29	27.60	27.83	28.06	28.26	28.53	28.76	28.99	29.23	29.47	29.71	29.95	30.19	30.43	30.67	30.91	31.15	31.39	31.63	31.87	32.11
57	23.34	24.42	25.42	26.53	27.83	28.07	28.30	28.54	28.78	29.01	29.25	29.54	29.83	30.12	30.41	30.70	31.00	31.31	31.62	31.92	32.23	32.55	32.87	33.20
58	23.53	24.61	25.66	26.70	28.05	28.28	28.52	28.75	28.99	29.22	29.46	29.71	30.00	30.34	30.63	30.92	31.23	31.54	31.85	32.16	32.47	32.79	33.12	33.44
59	23.77	24.78	25.84	26.95	28.29	28.52	28.76	29.04	29.24	29.47	29.71	30.01	30.30	30.60	30.90	31.20	31.51	31.82	32.13	32.44	32.76	33.08	33.41	33.74
60	23.95	25.04	26.07	27.21	28.57	28.80	29.04	29.27	29.51	29.74	29.98	30.28	30.58	30.88	31.18	31.48	31.80	32.12	32.44	32.77	33.10	33.43	33.75	34.08
61	24.19	25.28	26.34	27.48	28.85	29.09	29.33	29.57	29.80	30.04	30.28	30.59	30.89	31.19	31.50	31.80	32.12	32.44	32.77	33.10	33.43	33.76	34.09	34.42
62	24.44	25.53	26.60	27.76	29.13	29.37	29.61	29.85	30.09	30.33	30.57	30.88	31.19	31.50	31.81	32.12	32.44	32.77	33.10	33.44	33.78	34.10	34.44	34.78
63	24.67	25.79	26.86	28.04	29.43	29.67	29.92	30.16	30.41	30.65	30.90	31.20	31.51	31.82	32.13	32.44	32.77	33.10	33.43	33.75	34.08	34.42	34.75	35.08
64	24.92	26.05	27.14	28.31	29.72	29.97	30.21	30.46	30.71	30.95	31.20	31.51	31.82	32.13	32.45	32.77	33.08	33.42	33.76	34.10	34.44	34.78	35.13	35.48
65	25.17	26.31	27.41	28.59	30.02	30.27	30.52	30.76	31.01	31.26	31.51	31.82	32.14	32.46	32.78	33.10	33.42	33.76	34.10	34.44	34.78	35.13	35.48	35.83
66	25.42	26.57	27.68	28.88	30.32	30.57	30.82	31.07	31.32	31.57	31.82	32.14	32.46											



## ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT SUMMARY OF CLASSIFICATIONS

Classification      Position

### CAMPUS SUPERVISOR:

30      Campus Security Supervisor

Educational Salary Incentive Program: One salary classification level increase not to exceed 5 total shall be granted upon employment or at the beginning of the pay period following receipt by the Personnel Services Office of certification of completion of course work listed below (or in service training) approved for salary advancement. Present campus security supervisors who have completed the classes shall also be given credit for salary advancement purposes.

1. Completion of 3 units of approved College credit (2 units Safety Education/First Aid)
  - \* Narcotics Control (AVCC)
  - \* Juvenile Procedure (AVCC)
  - \* Ethnic Relations (AVCC)
  - \* Others as approved
2. Completion of 45 forty-five hours of training in the Adult Education program or in-service training

### CUSTODIAN/MAINTENANCE PERSONNEL:

66      Heating, Ventilation, Air Conditioning Specialist  
 64      Maintenance 1 Coordinators  
 62      Heating, Ventilation, Air Conditioning Mechanic I  
 56      Heating, Ventilation, Air Conditioning Mechanic  
 55      Carpenter/Utility  
       Painter/Utility  
       Maintenance I  
 51      Maintenance II  
 50      Storekeeper I  
 43      Senior Custodian  
 40      Storekeeper II  
 35      Storekeeper III  
       Groundskeeper I  
 30      Locker Room Attendant  
       Cafeteria Custodian  
       Custodian I  
 28      Groundskeeper II  
 27      Custodian II

### FOOD SERVICES PERSONNEL:

24/18      Food Services Assistant ROP

The following unit members will be paid by the hour for hours worked. Cafeteria employees are not entitled to any free meals and shall be required to pay for any meals consumed, at the established rate.

100      Cafeteria Helper  
 101      Pastry Cook  
 102      Cook  
       Lead Cafeteria Helper

### PARAPROFESSIONALS:

36      Early Childhood Development Specialist  
 30      Paraeducator - Health Care  
       Paraeducator - Translator  
       Paraeducator - Interpreter  
 29      Paraeducator - Behavior Management  
 27/21      Bilingual Instructional Aide (Higher Classification with Certificate or AA Degree or above)  
 26      Paraeducator- Severe  
       Special Education Instructional Aide  
 24/18      Instructional Aide (Higher Classification with Certificate or AA Degree or above)  
 18      Infant/Toddler Attendant

## APPENDIX A-1 CONTINUED

### CLERICAL/TECHNICAL PERSONNEL:

80	Data Services Specialist
72	Media Network Technician
64	Software Support Specialist
60	Title V Program Specialist
	Buyer
58	Hardware Support Specialist
53	Payroll Account Technician
52	District Data Specialist
50	Personal Computer Repair Technician
45	District Data Technician
43	Site Data Technician
	Facilities Development Technician I
	Senior Accountant – <i>confidential</i>
	Senior Account Technician
	Site Accountant
	Categorical Account Technician
	Community Attendance Worker
41	Registrar
39	Special Education Nurse Technician
38	Accounting Technician
	Community Outreach Coordinator
	Development Technician
	Facilities Development Technician
	Pupil Services Technician
	Senior Clerk/Work Experience
35	Bilingual Secretary I
	Categorical Bookkeeper
	Library Media Technician
	Health Office Technician
	Professional Development Specialist
	ROP and Student Employment Specialist
	School to Careers Specialist
34	Senior Attendance Clerk
33	Secretary I
	Accounts Payable Clerk
32	ROP Technician
	Bilingual Secretary II
31	Computer Lab Assistant
30	Independent Study Clerk
	Secretary II
	Transition Specialist
29	Career Center Technician
	Learning Center Technician
28	ASB Clerk Typist
	Attendance Technician
	Bilingual Intermediate Clerk
	Guidance Office Clerk
26	Intermediate Clerk
	Recruiter
24	Coordinator of Volunteer Services
22	College Liaison Clerk Typist
	Intermediate Clerk Typist

# **APPENDIX B**

## **Classified Employees Performance Report**

# ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT - **CLASSIFIED EMPLOYEES PERFORMANCE REPORT**

PLEASE CHECK ONE:    ANNUAL ☐    4 MONTH PROB ☐    7 MONTH PROB ☐    INTERIM ☐    FOLLOW-UP ☐

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Job Title: \_\_\_\_\_ Site: \_\_\_\_\_ Supervisor: \_\_\_\_\_

**To Supervisor:** Circle the number which best describes the employee's performance. Supervisors may make comments in any area. However, comments and specific suggestions for areas of improvement are required for all areas marked "Needs Improvement".

**Definitions of standards:**

*Needs Improvement: Performance is significantly below the standard that is expected in this area. Does not include lack of knowledge due to inexperience or lack of training.*

*Meets Standards: Performance is consistently competent and dependable. Meets or surpasses the performance standard in this area.*

*Exceeds Standards: Demonstrates extraordinary or superlative performance in this area.*

Area of Performance	Needs Improvement	Meets standards	Exceeds standards	Area of Performance	Needs Improvement	Meets standards	Exceeds standards
A. Adherence to time Schedule/Clock in and out	1	2	n/a	G. Attitude/Ability to take direction	1	2	3
B. Job Appropriate Attire/ Wears uniform, if applicable	1	2	n/a	H. Ability to work professionally with others	1	2	3
C. Attendance	1	2	n/a	I. Contacts with parents and public	1	2	3
D. Knowledge of job duties	1	2	3	J. Initiative	1	2	3
E. Quality of work	1	2	3				
F. Quantity of work	1	2	3				
				OVERALL RATING _____ (Total Points)			
				<b>(19 or above is considered satisfactory)</b>			

COMMENDATIONS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**SUPERVISOR COMMENTS/RECOMMENDATIONS:** Supervisors may make comments in any area. However, comments and specific suggestions for areas of improvement are required for all areas marked "Needs Improvement". Attach (sign and date) additional sheets as needed: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

LENGTH OF SUPERVISION:    ☐ More than 3 months    ☐ Less than 3 months

**EMPLOYEE COMMENTS:** Employee may attach a signed and dated written statement within 10 days.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**I have read this report. I have received a copy of this report, including any attachments.**

☐ I agree with this report    ☐ I do not agree with this report

EMPLOYEE SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

**This report has been discussed with the employee in person.**

SUPERVISOR SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

Forward the original(s) to the Personnel Office, retain one copy, and give one copy to the employee.

**Adoption Date: 07/17/2017 - Replaces all prior versions. Do NOT use any other version of this form!**

# **APPENDIX C**

## **Grievance Forms**

Antelope Valley Union High School District

GRIEVANCE FORM  
Formal Level One

**Submission of Grievance:** This form must be completed, in full, and signed by the grievant.

Grievant's Name \_\_\_\_\_ Work Location \_\_\_\_\_

Date alleged grievance occurred \_\_\_\_\_  
Date of conference/informal level \_\_\_\_\_

I. **Specifics:** Cite the specific provision(s) of the contract allegedly violated \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

II. **Statement of Grievance:** Give a concise statement of the problem. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

III. **Remedy:** Specify the action sought to remedy the alleged problem. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grievant's Signature: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

Distribution: \_\_\_\_\_

Received by site administrator or designee \_\_\_\_\_

One (1) copy to immediate supervisor  
One (1) copy to be retained by grievant  
One (1) copy to site administrator or designee

Date \_\_\_\_\_ Time \_\_\_\_\_



Antelope Valley Union High School District

GRIEVANCE FORM  
Formal Level One

Site administrator's, or designee's response to:

Grievant: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Site Administrator or Designee

\_\_\_\_\_  
Date

Distribution:

- One (1) copy to grievant
- One (1) copy to immediate supervisor
- One (1) copy to the association
- One (1) copy to be retained by the site Administrator or designee

Date grievance was received by site administrator or designee:

\_\_\_\_\_

Date response was submitted grievant:

\_\_\_\_\_

Antelope Valley Union High School District

GRIEVANCE FORM  
Formal Level II

(Attach a copy of formal Level I grievance and response)

I. Why is grievance being appealed to Formal Level II?

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II. Remedy Sought: 

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Grievant's Signature

Date

Distribution:

One (1) copy to Superintendent or Designee  
One (1) copy to Site Administrator  
One (1) copy to be retained by Grievant  
One (1) copy to Immediate Supervisor

Received by Superintendent or Designee

Date 

---

 Time 

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Antelope Valley Union High School District

GRIEVANCE FORM  
LEVEL II

(Attach a copy of Formal Level I Grievance and Response)

Superintendent's or designee's response to:

Grievant \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent or Designee

\_\_\_\_\_  
Date

Distribution:  
One (1) copy to Grievant  
One (1) copy to Immediate Supervisor  
One (1) copy to be retained by Superintendent  
or Designee  
One (1) copy to Association  
One (1) copy to be retained by the Site Administrator  
or Designee

Date grievance was received by  
Superintendent or Designee:

\_\_\_\_\_

Date response was submitted to Grievant:

\_\_\_\_\_

Antelope Valley Union High School District

GRIEVANCE FORM  
Formal Level III

(Attach copies of formal Level I Grievance and Response, and Formal Level II Grievance and Response)

I. Grievant's request to association to proceed to formal Level III:

Grievant's Signature \_\_\_\_\_ Date \_\_\_\_\_

II. Association notice to Superintendent or Designee to proceed to Formal Level III:

A. Reason(s) grievance is appealed to Formal Level III: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Remedy sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: Association Representative

Date

Distribution:

One (1) copy to Superintendent  
One (1) copy to Grievant  
One (1) copy to be retained by Association  
One (1) copy to Site Administrator or Designee  
One (1) copy to Immediate Supervisor

Received by Superintendent or  
Designee

Date \_\_\_\_\_ Time \_\_\_\_\_

**Antelope Valley Union High School District**

**GRIEVANCE FORM  
Formal Level III**

Response by arbitrator regarding grievance filed by:

Grievant

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Arbitrator's Signature

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Date

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Distribution:

One (1) copy to Grievant  
One (1) copy to Association  
One (1) copy to Superintendent  
One (1) copy to be retained by Arbitrator  
One (1) copy to Site Administrator or Designee  
One (1) copy to Immediate Supervisor

Date grievance was received by  
Arbitrator

Date response was submitted by  
Arbitrator

## **APPENDIX D**

- Notice of Disciplinary Action
- Demand for Hearing
- Demand for Hearing Before the Board of Trustees
- Request for Advisory Arbitration

**NOTICE OF DISCIPLINARY ACTION**

To: \_\_\_\_\_

From: \_\_\_\_\_

Date: \_\_\_\_\_

Please take notice that the Antelope Valley Union High School District (the "District") intends to impose charges and the specific causes for discipline as described in Article 22, Section 22.2 of the Contract). \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(If it is charged that a rule or regulation of the District was violated, list the rule or regulation).

You have a right to a hearing before the District Superintendent (or someone he designates) regarding the above charges. To request a hearing you must file a Demand for Hearing is enclosed for your use. If you fail to file a Demand for Hearing within five (5) working days, you have waived your right to a hearing before the Superintendent (or his designee) and your right to Advisory Arbitration as set forth in Article 22 of the Contract.

\_\_\_\_\_  
District Representative

**DEMAND FOR PREDISCIPLINARY HEARING**

**TO:** Superintendent  
Antelope Valley Union High School District  
44811 North Sierra Highway  
Lancaster, CA 93534

I hereby file this Demand for Predisciplinary Hearing in denial of all the charges against me. I received notice of the charges in the Notice of Disciplinary Action served on me on \_\_\_\_\_.  
Date

I understand that the hearing will be held not less than five (5) and not more than ten(10) days after the date I received the Notice of Disciplinary Action, as mutually agreed upon by the District and me.

\_\_\_\_\_  
Employee's Name

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date



**DEMAND FOR HEARING BEFORE  
THE BOARD OF TRUSTEES**

To: Superintendent  
Antelope Valley Union High School District  
44811 N. Sierra Highway  
Lancaster, CA 93534

I hereby file this Demand for Hearing Before the Board of Trustees in denial of all the charges against me. I received notice of the charges in the Notice of Disciplinary Action served on me on \_\_\_\_\_ (date).

I understand that the hearing will be held no less than five (5) days and not more than ten (10) days after the date I received the Notice of Disciplinary Action, as mutually agreed upon the District and me.

\_\_\_\_\_  
Employee's Name

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

**DEMAND FOR ADVISORY ARBITRATION**

To: Superintendent  
Antelope Valley Union High School District  
44811 N. Sierra Highway  
Lancaster, CA 93534

I hereby file this Request for Advisory Arbitration, pursuant to Article 22 (Disciplinary Action) of the Collective Bargaining Agreement. I contend that the District has violated an express provision of Article 22 (Disciplinary Action) and that my rights have been adversely affected because of such violation.

Specifically, I believe that the District has violated the following section(s) of Article 22 (Disciplinary Action):

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I understand that I must be represented by CSEA in the advisory arbitration I am requesting.

\_\_\_\_\_  
Employee's Name

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

# **APPENDIX E**

(Appendix available for future use. Formally MOU - Overtime M & O dated 11/23/83,  
language added to Article 4 section 4.7 BUA 2014/15)

# **APPENDIX F**

## **Health & Welfare Benefits**

# CLASSIFIED EMPLOYEE BENEFIT PLANS

## 2017-2018

### MEDICAL PLANS:

- Blue Cross PPO Option 1** (100%): Deductible \$100/\$300 / \$10 Office Visit  
Prescription Plan: \$5 Generic, \$20 Brand (Generic FREE @ Costco)  
Medical Eye Services Vision Care (MES)  
Life Insurance (\$50,000)  
Employee Assistance Program (EAP)
- Blue Cross PPO Option 2** (100%): Deductible \$100/\$300 / \$0 Office Visit  
Prescription Plan: \$5 Generic, \$20 Brand (Generic FREE @ Costco)  
Medical Eye Services Vision Care (MES)  
Life Insurance (\$50,000)  
Employee Assistance Program (EAP)
- Blue Cross PPO Option 3** (80/20%): Deductible \$2,000/\$4,000 / \$30 Office Visit  
Co-Insurance (\$3,000/\$6,000)  
Prescription Plan: \$5 Generic, \$20 Brand (Generic FREE @ Costco)  
Medical Eye Services Vision Care (MES)  
Life Insurance (\$50,000)  
Employee Assistance Program (EAP)
- Blue Cross California Care HMO** (100%): Deductible \$0 / \$10 Office Visit  
BCCA Care RX Plan: \$3 Generic, \$15 Brand (Generic FREE @ Costco)  
Medical Eye Services Vision Care (MES)  
Life Insurance (\$50,000)  
Employee Assistance Program (EAP)
- Kaiser HMO Option 1** (100%): Deductible \$0 / \$0 Office Visit  
Kaiser Prescription Plan: \$5  
Kaiser Vision Care  
Life Insurance (\$50,000)  
Employee Assistance Program (EAP)
- Kaiser HMO Option 2** (100%): Deductible \$0 / \$30 Office Visit  
Kaiser Prescription Plan: \$10 Generic, \$30 Brand  
Kaiser Vision Care  
Life Insurance (\$50,000)  
Employee Assistance Program (EAP)

### DENTAL PLANS:

- Delta Dental Incentive Plan**  
Yearly Maximum: \$1,700 In-Network Dentist  
No Orthodontic Benefit  
Incentive plan 70% coverage first year, with 10% increases each year as long as members visit the dentist once per calendar year.
- Delta Preferred Option (DPO)**  
Yearly Maximum: \$2,000 In-Network Dentist  
100% payment covered services using an in-network/contracted DPO Dentist  
Orthodontic Benefit: \$3,000 Lifetime maximum
- PMI Dental Plan**  
No Yearly Maximum  
Benefits provided at 100% using a contracted Dentist for most services  
Limited network of Dentists  
Small Orthodontic Benefit: \$1,600

# **APPENDIX G**

## **Classified Calendar/ Holidays**

# Antelope Valley Union High School District

## 2017-18 Classified, Classified Management & Classified Confidential Holidays

Holidays per Education Code Section	Date	Weekday
Independence Day	July 4, 2017	Tuesday
Labor Day	September 4, 2017	Monday
Veteran's Day	November 10, 2017	Friday
Local Holiday	November 22, 2017	Wednesday
Thanksgiving	November 23, 2017	Thursday
Local Holiday	November 24, 2017	Friday
Christmas	December 25, 2017	Monday
Local Holiday	December 26, 2017	Tuesday
Local Holiday	December 27, 2017	Wednesday
Local Holiday	December 28, 2017	Thursday
Local Holiday	December 29, 2017	Friday
New Year's	January 1, 2018	Monday
Martin Luther King Jr. Day	January 15, 2018	Monday
Lincoln Day	February 12, 2018	Monday
Washington Day	February 19, 2018	Monday
Local Holiday*	March 22, 2018	Thursday
Local Holiday	March 23, 2018	Friday
Memorial Day	May 28, 2018	Monday

- (a) Whenever any of the approved holidays fall on a Sunday, the following Monday shall be deemed to be the holiday.
- (b) Whenever any of the approved holidays fall on a Saturday, the preceding Friday shall be deemed to be the holiday.
- (c) \*Admission Day (Education Code 45206.5) will be observed on Thursday, March 22, 2018.