

# **AGREEMENT**

**BETWEEN THE**

**RIALTO UNIFIED SCHOOL DISTRICT**

**AND THE**

**CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION**

**Chapter 203**

**July 1, 2022 through June 30, 2025**

Effective July 1, 2023

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## ARTICLE I: AGREEMENT

1. This agreement made and entered into this 15th day of, November, 2022, between the Rialto Unified School District (hereinafter referred to as “District”) and the California School Employees Association and its Rialto Chapter #203 (hereinafter referred to as “Association”) shall commence July 1, 2022, and continue through June 30, 2025, except as otherwise provided pursuant to Article XXV, Term of Agreement.
2. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures to the extent permitted by applicable law.
3. If any provisions of this Agreement are changed by law or are held to be contrary to law by a court of competent jurisdiction, or other governmental authority, such provisions will not be deemed valid except to the extent permitted by law, but all other provisions of this Agreement will continue in full force and effect.
4. Nothing contained herein shall be interpreted as precluding the right of the Association and the District to mutually agree to meet for purposes of clarification of the intent of any matter contained in this Agreement. It is agreed no additions or changes shall be made unless deemed necessary for purposes of clarification. Any such additions or changes shall not be effective unless reduced to writing.
5. During the term of this Agreement, except as provided in paragraph 6 of this Article, the Association and the District expressly waive and relinquish the right to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though such subject or matters may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met, negotiated on and executed this Agreement, and even though such subject matters were proposed and later withdrawn. Upon mutual agreement, the parties may reopen and renegotiate any Article of this Agreement.
6. The Association agrees to present its complete initial proposals to the Board of Education no later than the last regular Board meeting in March when reopener proposals are submitted and April when successor proposals are submitted. The District will present its complete initial proposals to the Association within four (4) weeks of the Association’s submission.
7. The District and the Association agree to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that both parties will support this Agreement for its term.

## ARTICLE II: RECOGNITION

1. The District reaffirms its recognition of Chapter 203 of the California School Employees Association as the exclusive representative for the classified employee bargaining unit.
2. The classified employee bargaining unit shall include those full-time and regular part-time employees employed in the job classifications set forth in Appendix A.
3. Management, supervisory and confidential positions as designated by the District shall be excluded from the representation unit.
4. The District agrees to notify the Association of all newly created positions. Upon request in writing, the District agrees to meet with the Association and attempt to resolve any dispute over the designation of a new position as management, supervisory or confidential. If agreement cannot be reached, the District shall proceed to make the designation.
5. Nothing herein shall prevent the Association from pursuing any otherwise legal remedies for resolving a dispute which may arise over the exclusion of a new position from the unit, so long as an attempt has first been made to resolve the dispute pursuant to paragraph 4 of this Article.

## ARTICLE III: DEFINITIONS

1. “ASSOCIATION” shall mean Rialto Chapter 203 of the California School Employees Association (CSEA), recognized by the District as the exclusive representative for the unit of employees covered by this Agreement.
2. “COMPLAINT” shall mean an alleged violation, misapplication or misinterpretation of any law, District policy, rule, regulation or practice which adversely affects the complainant and which is not contained in this Agreement. A complaint may relate to an employee evaluation. A complaint is processed through the District complaint procedure and not through the grievance procedure. Complaints shall be filed by using the District complaint form.
3. “CONFeree” may be a fellow employee, or Association representative selected by the grievant to assist the employee in presenting and processing the claimant’s grievance, except in the “Informal Conference Procedure” of this Agreement.
4. “DAYS” shall mean any day on which the central administration offices of the District are open for business or any day which the employee and the supervisor are required to be on duty.

5. "DISTRICT GRIEVANCE FORMS" shall mean a District-provided form, completed in writing by the employee within the time limits indicated.
6. "EMERGENCY" shall mean a serious, sudden and generally unexpected occurrence requiring immediate action such as a natural disaster, conflagration, epidemic or work stoppage.
7. "EMPLOYEES" shall mean those full or part-time members of the classified service for whom the Association is recognized as the exclusive representative.
8. "EVALUATOR" shall be the employee's Immediate Supervisor and/or any other employee who is so designated by the Superintendent.
9. "GRIEVANCE" shall mean a written allegation by a bargaining unit member and/or the Association of a violation, misapplication or misinterpretation of a specific provision of this Agreement and which adversely affects the grievant or the Association.
10. "GRIEVANT" shall mean either an employee covered by this Agreement filing a grievance or the Association filing a grievance.
11. "IMMEDIATE SUPERVISOR" shall be the first level Supervisor (Administrator) having immediate jurisdiction over the grievant, and who has been designated to adjust grievances.
12. "PERMANENT EMPLOYEE" in reference to District employment status, shall mean an employee who has completed his/her initial probationary period in the classified service. In reference to employment status in a specific class, an employee who has completed a probationary period for that class.
13. "SUBSTITUTE EMPLOYEE" as used herein means any person employed to replace any classified employee who is temporarily absent from duty. In addition, if the district is then engaged in a procedure to hire a permanent employee to fill a vacancy in any classified position, the governing board may fill the vacancy through the employment, for not more than ninety (90) calendar days, of one or more substitute employees.
14. "PROBATIONARY PERIOD" shall mean the six (6) working month trial period following an original appointment to a permanent position. The probationary period for permanent/promotional employees shall be six (6) working months.
15. "SUPERINTENDENT" shall mean the Superintendent of the Rialto Unified School District, or designee.
16. A "TRANSFER" is defined as a change of the assigned work location or site and within the same classification.

17. "WORKDAY" shall mean any day that employees are required to render regular service (exclusive of days for which overtime is paid).
18. "WORK YEAR" shall mean the number of workdays that employees are assigned to serve during the regular school year that begins July 1 and runs through June 30 of the next succeeding calendar year.

#### ARTICLE IV: ASSOCIATION RIGHTS

1. The Association may use the intra-district mail and/or electronic mail system and those bulletin boards designated for organizational use as long as there is no cost to the school or District. Such use shall be in accordance with District rules and regulations.
2. The Association agrees to furnish advance copies of all material for general distribution sent through District mail and electronic mail system or posted on bulletin boards to the Superintendent and the Personnel Administrators.
3. The Association will not post or distribute information which is derogatory or defamatory to the District or its personnel.
4. The Association may use school facilities before or after regularly scheduled school hours upon completion of application according to the "Civic Center Act," and District procedures.
5. If District property is to be used, an authorized Association representative must obtain advance permission from the Superintendent regarding the specific time, place and type of activity to be conducted.
6. Association business shall not be conducted during an employee's duty hours (except as otherwise provided for in this Agreement or as permitted or directed by the District).
7. Authorized representatives of the Association shall be permitted to transact official Association business on school property during non-duty hours of the employee(s) (unless otherwise agreed by the parties) as long as there is no interference with the normal operation of the school or disruption of the instructional program. Association representatives will notify the school office or site manager when they come on campus.
8. The District recognizes the Association's right to file a grievance relating to its rights under this Agreement.
9. The District will provide the Association with three (3) complete copies of each RUSD Board of Trustees meeting agenda.



10. The District will provide the Association with access to District policies and administrative regulations including all revisions and updates.
11. The District will provide the Association with a current list of bargaining unit members, designated worksites, salary schedules and most current classified seniority list. Names, addresses, position titles, sites and telephone numbers of all unit members shall be provided to the Association, without cost, no later than November 1 of each school year.
12. The District will provide a copy of the current collective bargaining agreement, with changes and updates as follows:
  - a. Sixty (60) copies to the Association President
  - b. A copy to each District site or department with its location to be made known to classified employees
  - c. A copy to be placed on the District Website
13. The Association shall be invited to the budget workshop presentation to the Board of Education.
14. A joint District/ Association Safety Committee shall be established and presided over by the Risk Management Department.

#### **ARTICLE V: EMPLOYEE RIGHTS**

1. The District and the Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations. The District and the Association also recognize the equal rights of employees to refuse to form, join, and participate in employee organization activities.
2. Neither party shall exert pressure to interfere with, intimidate, restrain, coerce, or discriminate against employees because of their membership or non-membership in employee organizations.
3. The Association recognizes the right of employees to refrain from listening to or speaking with their representatives.

#### **ARTICLE VI: DISTRICT RIGHTS & AUTHORITY**

1. It is understood and agreed that the District retains all of its duties, powers and authority to direct, manage, and control to the full extent of the law.

2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District; the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
3. In the event of an emergency, the District retains its right to take action on any matter, amend, modify, or suspend for the duration of an emergency, any policies or provisions of this Agreement. Such suspension shall be terminated promptly when the emergency ends.
4. The determination of whether or not an emergency exists is solely within the discretion of the District and is expressly excluded from the provisions of Article IX of this Agreement (Grievance Procedure).

## **ARTICLE VII: ASSOCIATION SECURITY**

### **1. MEMBERSHIP PAYROLL DEDUCTION**

Any unit member who is a member of the Association, or who has applied for membership, must sign and deliver to the Association an application authorizing deduction of unified membership dues and assessments of the Association from the unit members pay. Pursuant to such authorization, the District shall deduct dues from the regular salary pay warrant of the unit member each month in accordance with the dues structure of the Association.

Such deduction shall be made only upon notification from the Association to the designated representative of the District. The Association shall provide written notification to the District of any unit member who is a member of CSEA and its Chapter 203, or who has applied for membership, and who has authorized deduction of unified membership dues, initiation fees and general assessments in the Association.

### **2. IMPLEMENTATION**

The District shall implement for any employee an Association monthly dues deduction as soon as reasonably possible but in no event more than two payroll cycles after such submission.

3. NOTICE OF LOCAL CHAPTER DUES

The Association shall by June 30 of each year notify in writing the District and all its members as to the dues amount and the months in which deduction for membership in the Association.

4. ASSESSMENTS

If the Association wishes to implement an assessment, it shall notify the District at least twenty (20) days prior to the issuance of the affected payroll warrant(s) of the amount of the assessment.

5. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

6. The District agrees to remit the membership dues deductions to the Association each month and to provide an alphabetical list of all unit members for whom deductions have been made. The District shall not be liable to the employee or the Association, or have any responsibility for these funds beyond transmittal in accordance with the Agreement.

7. HOLD HARMLESS

The Association shall indemnify, defend and hold harmless the District, the District's Board of Education, including each individual school Board Member, and employees acting within the scope of their employment, agents and representatives of the District against any and all claims, demands, suits or other forms of liability, including, but not limited to, damages, judgments, fees, fines, court costs, attorney fees, penalties or awards resulting from any court, or PERB order, judgment or settlement which results from an action against the District by reason of, or resulting from, the operation of this Article, except in cases where the Association seeks redress for the District's failure to comply with the operation of this Article. The Association shall bear all reasonable costs of defending against any and all such claims, demands, suits, or other forms of liability, including, but not limited to, court costs, attorney fees and all other costs of litigation.

8. ASSOCIATION'S RESPONSIBILITY

Upon commencement of such legal action, the Association shall have the exclusive right to decide and determine whether any claim, liability, suit or judgment made or brought against the District or Association because of such action shall or shall not be compromised, resisted, defended, tried, or appealed. The Association's decision thereon shall be final and binding upon all Parties protected by this Article.

9. **DISTRICT'S RESPONSIBILITY**

- a. Within ten (10) days of proper service of a claim, demand, suit or other legal action against any protected Party, the District shall inform the Association and provide the Association with copies of any documents received as a result of the legal action. Upon request, the District shall provide the Association's legal counsel with documents and information reasonably related to providing a defense.
- b. Upon appropriate written authorization from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, savings, District-approved charitable donations, and insurance programs, or any plan mutually agreed to by the District and the Association.

**ARTICLE VIII: CONCERTED ACTIVITIES**

1. The Association agrees not to engage in, instigate or condone any withholding of services, strike, work stoppage, slowdown or concerted refusal to perform work duties as required by the District.
2. The Association recognizes the duty and obligations of its representatives and members to comply with the provisions of this Agreement and will undertake to exert every effort to discourage any acts such as those set forth in paragraph one (1) of this Article. In the event of any interference with the operations of the District by employees who are members of the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.
3. The Association acknowledges that the foregoing by any employee may constitute just cause for disciplinary action by the District. The District agrees that it shall not engage in a lockout.

**ARTICLE IX: GRIEVANCE PROCEDURE**

**GENERAL PROVISIONS**

1. The filing of a grievance shall in no way interfere with the right of the District to proceed in carrying out its management responsibilities subject to the final decision of the grievance. In the event the alleged grievance involves an order, requirement, or other directive, the grievant shall fulfill or carry out such order, requirement, or other directive, pending the final decision of the grievance.

2. Nothing contained herein will be construed as limiting the right of any grievant to discuss a grievance informally with his/her Immediate Supervisor or appropriate administrator to have the grievance adjusted, prior to mediation, without intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement. Any proposed resolution shall not be agreed upon by the District until the Association has been provided an opportunity to respond.
3. Although a specific time period is provided for administrative decisions at each level of the Grievance Procedure, it is recognized that grievance claims must be processed in a sequential manner. Consequently, at each level of the Procedure, grievance claims shall be assigned consecutive numbers, based upon the time and date on which written grievances are received by supervisory or administrative personnel. These grievances shall be processed in a sequential manner, following a pattern that first filed will be first considered. Regardless of specific time periods provided for decisions at the various levels of this Procedure, no Supervisor or Administrator will be required to consider more than two grievances in any one week.
4. In case of multiple grievance claims on the same issue, the District may elect to hear the grievances together, and the decision rendered shall be applicable to all claims on the same issue, arising from the same set of circumstances.
5. Grievances shall be processed in a manner which does not unduly interfere with the employee's work and the normal operations of the school or site; however, reasonable time shall be allowed for processing such grievances during normal working hours.
6. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents, shall be prepared and given appropriate distribution by the Superintendent so as to facilitate the operation of the procedures set forth herein.
7. During the processing of any grievance and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties. This does not preclude the Association from keeping the involved employees informed throughout the process.
8. Failure of the grievant to act within the prescribed time limits stated in this Article shall constitute a waiver of the grievance. The failure of the District to issue a decision within the time limit at any step shall be deemed a denial and permit the grievant to proceed to the next level within the applicable time limits.
9. Time limits given in these procedures may be modified by mutual agreement of the parties involved.

10. This Grievance Procedure shall not be used to challenge or change policies, regulations, or procedures of the District which are not included in this Agreement, nor shall the Grievance Procedure be used for other matters for which specific methods of review are provided by law, District policies, rules and regulations.
11. Association Grievance Representatives: These representatives shall be selected by the Association to assist in the processing of grievances under the following conditions:
  - a. The representatives will notify their Immediate Supervisor as early as possible that they will need to leave their work area to represent an employee in a grievance.
  - b. If the representative's Immediate Supervisor determines an adequate level of service cannot be maintained in the absence of the representative, the Association shall be permitted to designate another representative to be released or the meeting may be rescheduled within a reasonable amount of time.
  - c. Upon arrival the representative will advise the supervisor of the grievant and any employee immediately concerned. The parties' goal will be to achieve settlement of the grievance.

### INFORMAL CONFERENCE

Before filing a formal written grievance and within twenty (20) days of the act or omission, or within twenty (20) days of when the grievant could reasonably have known of the act or omission giving rise to the grievance, the grievant and the Immediate Supervisor or other Administrator against whom the grievance is directed, shall attempt to resolve the concern by holding at least one (1) informal conference to discuss the potential grievance. The grievant shall clearly indicate to the Immediate Supervisor/Administrator that he/she is invoking the Informal Conference procedure. The Immediate Supervisor/Administrator shall make written response within five (5) days of the Informal Conference. If the potential grievance is not resolved at this level, the grievant may proceed to Level I.

### LEVEL I

1. In the event the grievant is not satisfied with the decision from the Informal Conference, the grievant must within ten (10) days of the written response, present his/her grievance in writing on a form provided by the District to the appropriate Department Head, Principal or Administrator. This information shall include:
  - a. A clear and concise statement of the grievance which includes names, dates, places and circumstances involved.
  - b. A listing of the provisions of this Agreement which are alleged to have been violated, misapplied, or misinterpreted.

- c. The decision rendered at the informal level (or previous levels).
  - d. A listing of the reasons why the Immediate Supervisor's/Administrator's proposed resolution of the problem is unacceptable.
  - e. The specific remedy sought.
2. The Department Head, Principal, or Administrator shall present a written response to the grievant within ten (10) days after receiving the grievance.
  3. Within the foregoing time limits, either party may request a personal conference to discuss the grievance. Either the grievant, Department Head or Principal, or appropriate Administrator may have a conferee present at such conferences.

### LEVEL II

1. In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision to the Superintendent/designee within seven (7) days after receiving the decision. This appeal must be in following in writing following the same procedure as in the previous level.
2. The Superintendent/designee shall investigate the matter and communicate a decision within ten (10) days after receiving the appeal. Either the grievant or the Superintendent/designee may request personal conferences to discuss the grievance. Either party may have a conferee present at such a conference.

### LEVEL III

1. If the grievant is not satisfied with the decision at Level II, the grievant may, within five (5) days after receiving the decision, submit to the Senior Director of Personnel Services a written request for mediation of the grievance. In this event the Senior Director of Personnel Services shall, within five (5) days, submit to the California State Mediation and Conciliation Service a written request for the immediate services of a mediator.
  - a. The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance by means of the mediation process.
  - b. At the outset of this process, the mediator shall schedule and hold a hearing at which time the parties to the grievance shall submit to the mediator copies of all documents completed in conformance with the requirements at each previous grievance level. In addition, the grievant shall submit to the mediator a clear, concise written statement of the reasons for his or her appeal to the mediation process.

- c. If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement to that effect, and thus waive the right of either party to any further appeal of the grievance.
- d. The District and the Association have agreed that this level (Level III of this Grievance Procedure) may be waived by mutual agreement of the District and the grievant. If no satisfactory settlement is reached within ten (10) days following the first meeting with the mediator, either party may appeal the grievance to the next level (Level IV).

**LEVEL IV**      **BOARD OF EDUCATION**

- 1. If the grievant is not satisfied with the decision at Level III (mediation), the grievant may within five (5) days after receiving the decision, notify the Superintendent, in writing, on a form provided by the District, that he/she is appealing to the District Board of Education. The Board, either in its entirety or as a committee comprised of at least three (3) members, as determined by the Board, may either review the written record developed in the previous steps of the grievance procedure or at its request, conduct an informal hearing in closed executive session. The Board shall render its decision within ten (10) days after the meeting at which either the record was reviewed or the informal hearing was held.

**LEVEL V**      **BINDING ARBITRATION**

- 1. If the grievant is not satisfied with the decision at Level IV (Board of Education), he/she may appeal the grievance to Level V (arbitration) within ten (10) days after receipt of the decision at Level IV. The appeal to arbitration must be signed by the grievant and the Association Representative and filed in the office of the Superintendent within the designated time limits.
- 2. No grievance shall be considered by the arbitrator which has not first been duly processed in accordance with the grievance procedure and appeal provisions. Should the arbitrator determine that time limits have been exceeded, the arbitrator shall not have the authority to hear the grievance without mutual agreement of the parties.
- 3. Upon submission of the appeal to arbitration, the parties shall, within ten (10) days attempt to agree upon the selection of an arbitrator. If an agreement on an arbitrator is not reached, the parties shall, within twenty (20) days after the request for arbitration, request the California State Mediation and Conciliation Service to submit a panel of seven (7) names of persons experienced in hearing grievances in public schools.
- 4. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator.



5. The order of striking shall be determined by lot.
6. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, conclusions and decisions.
7. The arbitrator's authority shall be limited to deciding only the issue or issues agreed upon and presented to him/her by the parties. If the parties cannot agree upon the issue or issues, the arbitrator shall be requested to formulate said issue or issues based on the evidence.
8. All costs for the services of the arbitrator, including per diem expenses, if any, travel and subsistence expenses, transcript or recording if requested by both parties, the cost of any hearing room and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration will be shared equally by the District and the Association. However, the party requesting a copy of the transcript shall bear the expense. All other costs shall be borne by the party incurring them.
9. The provisions of Article X: Disciplinary Procedure and Article XIII: Procedures for the Evaluation of Employees, that is, the evaluation itself, shall not be subject to the grievance procedure or these arbitration provisions.
10. The decision of the arbitrator shall be final and binding upon the parties.

**ARTICLE X: DISCIPLINARY PROCEDURE**

The District agrees to adhere to the concept of progressive discipline and remediation. Progressive discipline may include the following actions, but may jump steps depending on the employee's performance/conduct:

1. Verbal warning(s)
2. Conference summary
3. Written warning(s)
4. Written reprimand(s)
5. Suspension without pay
6. Termination

Employees shall have the right to attach a written rebuttal or response to a conference summary, written warning or written reprimand.

**DISCIPLINARY PROCEDURES**

1. A permanent classified employee may be demoted, suspended or dismissed by the Superintendent or designee only for cause as provided in procedures set forth herein.

This policy shall not apply to layoffs for lack of work or funds. The term “discipline,” for the purposes of this policy, shall mean a suspension without pay, involuntary demotion (except layoff) or termination.

**EXCLUSION OF PROBATIONARY EMPLOYEES**

2. The provisions of this policy shall apply to permanent employees. Probationary employees are subject to disciplinary action without appeal up to and including termination at the sole discretion of the District.

**GROUND FOR SUSPENSION, DEMOTION OR DISMISSAL OF PERMANENT EMPLOYEES**

3. The grounds for suspension, demotion or dismissal of a permanent employee shall be for cause as determined by the Board which shall include, but not be limited to, the following:
  - a. Incompetence or inefficiency in the performance of duties.
  - b. Failure to follow directions of a supervisor.
  - c. Inability to perform assigned duties due to failure to meet job qualifications (including, but not limited to, failure to possess required licenses, failure to pass required tests, or failure to meet District insurability requirements).
  - d. Insubordination (including, but not limited to, refusal to do assigned work).
  - e. Carelessness or negligence in the performance of duty or in the care of District property.
  - f. Discourteous, offensive, or abusive conduct or language toward other employees, pupils or the public.
  - g. Dishonesty.
  - h. Drinking or possession of alcoholic beverages on the job, or reporting for work while intoxicated.
  - i. Addiction to the use or possession of narcotics or a restricted substance, use of narcotics or restricted substances while on the job, or reporting to work while under the influence of a narcotic or restricted substance.
  - j. Possession of firearm or other deadly weapon on District property or while on duty.
  - k. Conviction of any felony or crime.

- l. Conviction of a sex offense as defined in Education Code 44010.
- m. Conviction of a narcotics offense as defined in Education Code 44011.
- n. Repeated and unexcused absence or tardiness.
- o. Abuse of sick leave or other paid leave privileges.
- p. Falsifying any information supplied to the District including, but not limited to, information supplied on application forms, employment records or any other District records.
- q. Persistent violation or refusal to obey safety rules, or regulations made applicable to public schools by the Board or by any appropriate state or local government agency.
- r. Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or accepting anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
- s. Willful or persistent violation of the Education Code or rules and regulations of the District.
- t. Abandonment of position. Absence for three (3) or more consecutive work days without contacting the immediate supervisor or the District shall be deemed abandonment of position.
- u. Advocacy of overthrow of federal, state or local government by force, violence or other unlawful means.
- v. Excessive absenteeism.
- w. Incarceration which adversely affects job performance.
- x. Misuse or misappropriation of District property.

**NOTICE OF PROPOSED DISCIPLINARY ACTION TO PERMANENT EMPLOYEES**

- 4. Notice to a permanent employee of proposed disciplinary action shall be deemed sufficient when it is delivered in person to the employee or when it is deposited in the U.S. Certified Mail, postage prepaid and addressed to the last known address of the employee. The notice shall contain the following:

- a. A statement of the specific acts and omissions upon which the proposed disciplinary action is based;
- b. A statement of the cause(s) for the proposed disciplinary action;
- c. If it is claimed that the employee has violated a rule or regulation of the District, a statement of the rule or regulation;
- d. A statement of the action proposed to the Board;
- e. The employee shall have seven (7) business days to request a Skelly hearing.

If an employee requests a Skelly hearing, the District will schedule the Skelly hearing within fifteen (15) business days of receiving the request for hearing.

- f. A form provided by the District, the signing and filing of which with the Board shall constitute a demand for hearing and denial of some or all charges;
- g. Copies of materials, if any, which support the charges and a copy of this policy;
- h. A statement that the employee has a right to be represented by an attorney or other representative at the hearing.

**HEARING ON SUSPENSION, DEMOTION OR DISMISSAL OF PERMANENT EMPLOYEE**

- 5. When a timely request for a hearing has been served upon the Board in accordance with Sections 4(e) and (f), the Board or its designee shall, within fourteen (14) business days after receiving the request, schedule a hearing. The hearing will be scheduled within fifty (50) business days from the date the request for hearing is received. The employee shall be given at least five (5) days written notice of the time and place of the hearing and such hearing shall be closed unless the employee submits a written request for a public hearing.
  - a. The president of the Board or designee shall preside over the hearing and rule on questions of procedure and evidence. The Board may, in its discretion, select a hearing officer to conduct the hearing in lieu of the Board. The hearing officer shall submit written findings and a proposed decision to the Board.
  - b. Oral evidence shall be taken only on oath or affirmation. Each party shall have the right to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses; to impeach any witness regardless of which party first called the witness to testify; and to rebut the evidence against the witness. If the accused employee does not testify in his/her own behalf, the employee may be called and examined as if under cross-examination.

- c. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing and examining other evidence but shall not be sufficient standing by itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing. Irrelevant and unduly repetitious evidence shall be excluded.
- d. If the hearing is conducted before the Board, it shall prepare written findings and a decision. If the hearing is conducted before a hearing officer, the Board shall review the record, including the findings, and the Board may accept, reject or modify the proposed decision. In acting upon the hearing officer's recommendation, the Board may take supplemental evidence, as it deems necessary, in order to make a final decision. The Board shall render its written decision within twenty-five (25) business days of receiving the hearing officer's decision, and its determination of the sufficiency of the cause for disciplinary action shall be conclusive. Notwithstanding further legal action in the courts of law, the decision of the Board of Education shall be binding on all parties.

**WAIVER OF HEARING ON SUSPENSION, DEMOTION OR DISMISSAL OF PERMANENT EMPLOYEE**

- 6. If the employee fails to make a timely request for a hearing as to any suspension, demotion, or dismissal, the Board may act upon the charges without a hearing and impose such disciplinary action, if any, as it deems appropriate.

**DISCIPLINARY ACTION IMPOSED BY THE BOARD**

- 7. If the Board finds that sufficient cause exists as to any disciplinary action, it may impose the disciplinary action proposed by the District Superintendent or designee or it may impose such other disciplinary penalty in accordance with Board Policy 4218 (see Appendix C).

**IMMEDIATE DEMOTION OR SUSPENSION WITHOUT PAY OR BENEFITS OF PERMANENT EMPLOYEE**

- 8. Notwithstanding the requirements of paragraph 4 above, if the Superintendent or designee determines that pending a Board hearing on the suspension or dismissal of a permanent employee, the continued presence of such employee is detrimental to the

District or the employees of the District, the District may immediately suspend the employee without pay in accordance with the following procedures:

- a. The administration shall meet with the employee, advising the employee of the charges and the proposed action, and give the employee an opportunity to respond to the charges.
- b. Whenever practicable, the conference between the employee and the administration shall be conducted prior to completion of the suspension, but in any event the District shall schedule the conference within five (5) working days from the time that the suspension is implemented.
- c. The administration shall give the employee a copy of the written charges and any written materials upon which the charges are based within five (5) working days from the time the suspension is implemented

#### **COMPENSATION FOR LOSS OF SALARY DURING SUSPENSION WITHOUT PAY**

9. If the employee is suspended immediately pursuant to the procedures for paragraph 8 above, the employee shall be compensated for any pre-hearing loss of salary resulting from such a suspension not upheld by the Board.

#### **PROCEDURE APPLICATION**

10. This Article shall not be construed to diminish the District's authority to take disciplinary action in accordance with the law, including such actions as are authorized by Education Code Sections 44010, 44011 and 45304. The procedures provided for herein shall be the sole and exclusive administrative due process available to challenge disciplinary actions and short-term suspensions. The provisions of this Article shall not be subject to the grievance procedure provisions of this Agreement.

#### **ARTICLE XI: REPLACEMENT OR REPAIR OF EMPLOYEE'S PERSONAL PROPERTY**

1. The District will set aside annually an amount sufficient for reimbursing an employee under the terms of this Article. The District may reimburse the cost of replacing or repairing property of an employee, such as eyeglasses, hearing aids, dentures, watches, cell phones or articles of clothing necessarily worn or carried by the employee, or vehicles, when such items are damaged in the line of duty without fault of the employee or if such property is stolen from the employee by robbery or theft while the employee is in the line of duty.

2. The District may reimburse an employee for the loss, destruction, or damage by arson, burglary, or vandalism of personal property used in the schools or offices subject to paragraph "c" below.
3. If the items are damaged beyond repair or stolen, the actual value of such items may be reimbursed. The value of such items shall be determined as of the time of the damage thereto or the robbery or theft and shall include normal allowance for depreciation. Each claim by an employee will be judged on its individual merits.
4. Reimbursements shall be based on the following:
  - a. No reimbursement shall be made for any item having a value of less than ten dollars (\$10.00) at the time of damage or theft, nor shall any reimbursement be made for repairs of less than ten dollars (\$10.00). The maximum reimbursement for any one loss shall not exceed seven hundred fifty dollars (\$750.00). Reimbursement shall be subject to the availability of funds authorized by the Board of Education for this specific purpose.
  - b. A written request for reimbursement for damage to property shall be filed by the employee with the Risk Management Administrator within thirty (30) days of the date of loss and shall be signed by the employee and the Immediate Supervisor. The District may review and/or investigate any request for reimbursement as it deems necessary before granting reimbursement.
  - c. Reimbursement for loss, destruction, or damage by arson, burglary, or vandalism of personal property used in the schools or offices is provided only when approval for the use of the personal property in the schools or offices was given before the property was brought to the school or office and when the value of the property was agreed upon in writing by the person bringing in the property, the Immediate Supervisor, and the Risk Management Administrator.
  - d. Reimbursement for vehicle damage shall be limited to reimbursement of the deductible amount of the employee's insurance policy not to exceed five hundred dollars (\$500.00), for damages resulting from malicious acts of others while a vehicle is parked on or adjacent to the school or at the site of authorized District activities. Reimbursement for repair of vehicle damage for these unit member's who do not have a deductible insurance policy shall be limited to the actual cost of repair not to exceed five hundred dollars (\$500). Collision, theft of an entire vehicle, any optional equipment attached thereto, any personal property within the vehicle, and damage to a vehicle resulting from actual theft of the vehicle are specifically excluded from this coverage.
  - e. Where the claim involves a vehicle or theft of property, a report shall be made to the police and the police report number included in the claim.

- f. The employee must assign to the District right of subrogation to the extent of any reimbursement made by the District.
- g. Recommendations for reimbursements shall be made by the Superintendent and his/her decision will be final. The decision to deny payment shall not be arbitrary or capricious and any denial shall include the reason(s) for denial.

## ARTICLE XII: LEAVES

### GENERAL PROVISIONS

1. Unless specifically stated otherwise, all leaves are granted without pay or benefits and shall not be credited toward time of service. Employees shall maintain but not add to earned sick leave or any other rights. This provision does not alter the leave rights of employees covered in this agreement or available to them through state and federal law.
2. Unless otherwise agreed upon prior to taking leave, returning employees shall be entitled to return to the first vacant position in the classification held at the time the leave was granted. Upon return to service, the employee shall be placed upon the salary step placement to which the employee would have been entitled at the time the leave was granted. Unpaid leave time shall not be counted for step advancement purposes.
3. For any leave involving illness, accident, pregnancy or other medical problems, the Superintendent may require a written statement from the attending doctor or physician.
4. In the event the physician or doctor of an employee shall be of the opinion that said employee is capable of performing his/her duties but the physician or doctor appointed by the District shall be of a contrary opinion the employee shall be examined by an impartial third physician or doctor whose medical opinion shall be conclusive and binding on the issue of the employee's physical or mental capacity to continue in the performance of duties. The employee and/or the Association shall approve the third physician or doctor from a listing provided by the District. The expense of any examination by an impartial third physician or doctor shall be borne by the District.
5. The District may remove employees from their duties if their physical or mental capacity renders them incapable of performing assigned duties. This condition will be deemed to exist if: (a) their performance substantially declines; and (b) a District appointed physician or psychiatrist concludes they are unable to continue their duties.
6. An extended absence from duty which does not qualify under any authorized leave policy may be considered abandonment of employment.



7. The employee shall provide upon District request additional verification of use of any leave provisions in accordance with applicable requirements in this Article.
8. Light duty assignments for employees who incur industrial or non-industrial injuries or illnesses shall be made at the discretion of the District. Said assignments shall be based on availability of work in light of the stated medical restrictions and/or the needs of the District/Department. For non-industrial illnesses or injuries, light duty assignments shall be based on the medical restrictions and the essential functions of the employee's regular work assignment. For both industrial and non-industrial injuries or illnesses, the District will explore reasonable accommodations through the interactive process in a timely manner. The assignment of light duty shall be done in a fair and equitable manner, and shall not exceed sixty (60) workdays.

Neither the Association nor the employee may file a grievance with respect to any issues regarding the assignment or non-assignment of light duty.

9. All classified employees are to report all absences except vacation to the absence/substitute management system. The hours for the absence shall be immediately deducted from the employee's account. All classified employees shall be given an opportunity to review and certify their absence affidavit. In the event the employee does not sign within 10 days from the date of the absence, the District will post the absence and notify the employee of the necessary adjustment to the employee's payroll.

### SICK LEAVE

1. Full-time employees shall accrue sick leave at the rate of one (1) day per month. Part-time employees shall accrue sick leave at the same rate, but on a pro-rata basis.
2. An employee exercising sick leave provision shall notify the Immediate Supervisor or designee of his/her need to be absent from service as soon as known by noting the absence in the absence/substitute management system, but in no event later than reasonable notice necessary to secure substitute services. The notification described herein shall also include an estimate of the expected duration of the absence.
3. An employee may use, in any calendar year, his or her sick leave to attend to the illness of a child, parent, or spouse.
4. The maximum leave an employee may use for the purposes set forth in paragraph three (3) above shall be that amount of leave said employee accrues in a six (6) month period pursuant to paragraph one (1) above.
5. Sick leave, as used in paragraph four (4) above is defined as accrued increments of compensated leave for the following absences: illness, injury, or medical condition of

the employee (either physical or mental), obtaining professional diagnosis or treatment of a medical condition, or other medical reason such as pregnancy or obtaining a physical exam.

6. Any unused sick leave credit may be used by the employee for sick leave purposes without loss of compensation.
7. Employees shall be entitled to extended sick leave benefits for 100 working days to be paid at 50% of the unit member's salary each fiscal year provided the employee provides a written statement from his/her attending physician verifying the illness or injury. This verification must be provided before extended sick leave benefits shall be authorized. The 100 working days shall run concurrently with the unit member's regular sick leave for the first 24 days (based on a 12-month employee; these days shall be prorated based on employees working less than 12 months).

The remainder of the 100 working days shall not be utilized until after the employee has exhausted his/her regular sick leave. Vacation, holidays, and comp time shall not be included in the 100 working day period. Employees, at their election, may coordinate sick leave or vacation with the remainder of the 100 working days.

8. The Superintendent or designee may, where justified, direct the employee to be examined by a physician selected by the District at no cost to the employee. If the examination concludes that the absence is not due to personal illness or injury, or that the illness is not sufficiently severe to warrant continued absence, then the Superintendent or designee may, after notice to the employee, refuse to grant further leave.
9. If an employee has exhausted his/her sick leave and/or has established a documented pattern of absences, that employee shall be considered to have abused his/her sick leave, provided said sick leave utilized cannot be substantiated, (for example, but not limited to, written proof from an attending physician).
  - a. The patterns of absenteeism referred to above shall include use of sick leave on or directly following paydays, before or after weekends and holidays, and repetition of same days off.
  - b. Personal necessity leave must be approved not less than two (2) workdays prior to the requested beginning date of the leave except that an employee shall advise the immediate supervisor at the earliest possible time for leave taken for any of the following reasons: (Note: Verification may be requested by the Immediate Supervisor):
    1. Serious illness of a member of the immediate family (as defined under Bereavement Leave).

2. Accident involving the employee or the employee's property, or the Person or property of a member of the employee's immediate family (as defined under Bereavement Leave). This shall also include imminent Danger to the employee's home occasioned by a factor such as flood, fire or other natural disasters.
  3. A condition or circumstance beyond the control of the employee which makes it impossible for said employee to reach his/her place of assignment.
- c. The Immediate Supervisor shall not be obligated to grant vacation in lieu of an initial request for personal necessity when the procedures for requesting personal necessity have not been followed. All vacations must be approved in advance by the Immediate Supervisor and shall be uniformly enforced. In such cases, the employee's absence shall be considered unapproved "*Leave Without Pay*" (LWOP).
  - d. When practical, each employee must call "in person" to report any absence for personal necessity or sick leave.
  - e. The Immediate Supervisor prior to imposing discipline for excessive absenteeism, tardiness or abuse of sick leave, shall counsel the employee. An employee shall be given an opportunity to review and explain his/her attendance record.
  - f. Where practical, medical appointments (including dental, physical therapy or counseling) shall be scheduled during non-working hours.
  - g. In the event that an employee, due to illness or injury, is absent in excess of five (5) consecutive workdays, or in the event an employee's work record reflects a history of brief but repeated absences due to illness, the Superintendent may require the employee to consult with and/or be examined by a physician appointed by the District and at District expense.
10. Verification of absence from duty due to illness or injury shall be provided to the District by all employees by notifying the absence/substitute manage system and in accordance with the general provisions of this Article. Normal verifications shall be made as follows:
- a. Verification of absence due to illness or injury shall be provided by the employee by means of a written statement verifying such absence. Such statement shall be submitted to the Immediate Supervisor of the employee on a form prescribed by the District.
  - b. Verification of absence due to illness or injury for a consecutive period of more than five (5) workdays may be required by means of a written statement from the attending doctor or physician.

11. The District shall make available to each classified employee: (a) his/her accrued Sick Leave total and (b) his/her Sick Leave entitlement for the year. Such information shall be provided no later than September 1 of each year. The District shall provide each site and/or department with a designated computer/kiosk for such use.

### CATASTROPHIC LEAVE

1. A permanent bargaining unit member who suffers an illness or injury that is expected to incapacitate the employee for an extended period of time (in excess of ten (10) work days), or whose family member is incapacitated by an illness or injury which incapacity requires the employee to take time off from work for an extended period of time (in excess of ten (10) work days) to care for that family member, and taking said extended time off from work creates a financial hardship for the employee because he or she has exhausted all of his/her sick leave and other paid time off, shall become eligible to use the catastrophic sick leave plan subject to the restrictions and conditions outlined below.
2. Verification as to the existence of a catastrophic illness or injury in the form of a valid medical statement from the attending physician must be submitted to Personnel Services before an employee can become eligible for any benefits under these provisions.
3. Once eligibility is verified in accordance with number 2 above, the transfer of accrued leave credits under these provisions shall be approved.
4. Request for donations to a specifically named unit member should be initially made at the site by the designated Coordinator on a form provided by the District. If a sufficient number of donations are not obtained for the unit member, then specified friends of the unit member should be contacted. If there is still an insufficient number of donations, then requests may be solicited district-wide.
5. Permanent employees may donate their sick time credits (maximum of two (2) days per school year) to any other permanent employee of the District.
6. The donating unit member must be permanent, not probationary or temporary.
7. The names of donors shall be kept confidential even to the donee.
8. The donations shall be utilized on a "first-donated, first received" basis. If all donated days are not used, the excess forms will not be submitted for sick leave deduction. The District shall not maintain a "bank" of "leftover" sick leave.
9. The maximum amount of time that donated leave credits may be used shall be thirty (30) work days. Approval for an extended period of time will be handled on a case-by-case basis.

### MATERNITY LEAVE

1. Employees covered by this Agreement shall be entitled to use sick leave, as set forth in this Agreement, for disabilities caused by or contributed to pregnancy, miscarriage, childbirth, and recovery therefrom. Sick leave shall not be used for child care, child rearing or preparation for child bearing.
2. The length of such maternity leave, including the date on which the leave shall commence and the date on which the employee's duties with the district are to be resumed, shall be determined by the employee's physician.
3. When sick leave has been exhausted, employees may be entitled to leave without pay. All fringe benefits may be extended at the employee's expense until the end of the school year, if approved by the insurance carrier. The date on which the employee shall resume duties shall be determined under Article XII, General Provisions, Sections 4 and 5.

### MILITARY LEAVE

1. A unit member shall be entitled to any military leave mandated by law and shall retain all rights and privileges granted by law arising out of the exercise of said military leave.

### INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

1. Industrial Accident and Illness Leave shall be granted for illness or injury incurred within the course and scope of an employee's assigned duties.
2. An employee shall report any illness or job related injury on the appropriate District form to the Immediate Supervisor within twenty-four (24) hours of knowledge that the illness is an alleged industrial accident or illness. In order to qualify for Industrial Accident or Illness Leave coverage, an employee claiming such leave may be required to be examined by a physician identified by the District.

### 3. REQUIREMENTS

- a. Allowable leave shall be for not more than sixty (60) days in any one (1) fiscal year for the same illness or accident during which the employee would otherwise have been performing work for the District.
- b. Allowable leave shall not be accumulated from year to year.
- c. Industrial Accident or Illness Leave shall commence on the first day of absence.
- d. Industrial Accident or Illness Leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

- e. When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.
  - f. Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Superintendent authorizes travel outside the state.
  - g. During any industrial paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants.
  - h. Upon conclusion of this industrial leave, an employee may utilize any available sick leave benefits providing that any sick leave utilization when combined with any temporary disability indemnity shall not exceed one hundred percent (100%) of the employee's normal compensation.
4. An employee returning to service after an Industrial Accident or Illness Leave must present a release from the authorized physician certifying the employee's ability to return to his/her position classification without detriment to the employee's physical and emotional well-being (see Article XII, General Provisions, Section 5).
  5. In the event that an injured worker cannot return to his/her current classification, consideration shall be given for a medical transfer to a vacant position in a different classification provided he/she meets the minimum qualifications for the position.
  6. In order to be eligible for leave under this section, the unit member must previously have obtained permanent status with the District.

#### **BEREAVEMENT LEAVE**

1. The purpose of Bereavement Leave utilization shall be for the death of a member of the employee's immediate family. Members of the employee's immediate family are defined as mother, mother-in-law, step-mother, father, father-in-law, step-father, husband, wife, registered domestic partner, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, brother, sister, aunt or uncle, brother-in-law, sister-in-law, step-brother, step-sister, grandmother, grandfather, grandchild of the employee or grandchild of the spouse of the employee, or any relative living in the immediate household of the employee. In-law or step relationships above apply to spouse or registered domestic partners. Under extraordinary circumstances, the Personnel Administrator may in

his/her discretion grant Bereavement Leave in case of death outside the immediate family.

2. An employee shall be granted up to three (3) days bereavement leave for the death of a member of the employee's immediate family. However, an employee shall be granted five (5) days bereavement leave for the death of a spouse/child.
3. An employee exercising this leave of absence provision shall notify the Immediate Supervisor or the appropriate Service Area Lead as soon as possible and indicate the expected duration of the absence.
4. If prolonged travel or extenuating circumstances is required, the employee may petition the Personnel Administrator for up to two (2) additional days extension on this leave.
5. Immediately upon return to active service, the employee shall complete the appropriate absence form and submit it to the Immediate Supervisor.
6. The employee shall provide verification of the use of these leave provisions.
7. Bereavement shall be taken within a reasonable time of the death of the employee's family member.

#### **JURY OR SUBPOENA LEAVE**

1. An employee shall be granted leave to appear in court as a witness when subpoenaed, other than as a litigant, to serve on a jury or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.
2. An Employee shall also be granted leave to appear in court for purposes of his/her own defense when the litigation necessitating the court appearance is found not to be brought about through the connivance or misconduct of the employee. This leave shall not exceed two (2) days per school year.
3. An employee shall be entitled to receive his/her regular pay, less any amount received for jury or witness fees, excluding mileage, meals and lodging.
4. Employees who are scheduled to work the day shift and who have been directed to report for jury duty in the morning, shall not be required to report to work.
5. Employees who are scheduled to work the day shift and who have been directed to call the jury duty service line during the work day are obligated to report for work.

6. Employees who are scheduled to work the day shift and who report for jury duty in the morning and are released before 11:00 AM, shall report for work, or may request personal necessity for the remainder of the shift.
7. Employees who are scheduled to work the swing or graveyard shift and who report for Jury Duty are only required to work the difference in hours between the number of hours they served in Jury Duty and the number of hours he/she works for the District.
8. Situations not enumerated above shall be handled on a case by case basis.

#### **PERSONAL LEAVE WITHOUT PAY**

1. Permanent employees may request a personal leave of absence for reasons not enumerated elsewhere in this Agreement.
2. The employee seeking an approved personal leave of absence shall submit a request, including the reasons and any supporting information related thereto, and the duration of the length of the requested leave. For personal absences of thirty (30) working days or less, the employee shall submit the request described herein to his/her Immediate Supervisor who will forward it to Personnel Services, not less than five (5) working days prior to the beginning date of the leave. The decision of Personnel Services for approval or denial of these requests shall be final. The Personnel Administrator, in his/her discretion, may grant leave under this section with less than five (5) days notice under emergency circumstances which make it impossible for the employee to give such notice.
3. For personal absence in excess of thirty (30) working days, the employee shall submit the request described herein to Personnel Services for recommendation and presentation to the Board for approval or denial. An employee requesting such an extended personal leave of absence shall submit the request in sufficient time for the Board's approval or denial.
4. The District shall continue to pay the cost of insurance coverage for an approved personal leave of absence without pay, provided that the length of such leave is thirty (30) working days or less. Employees on an approved personal leave of absence in excess of thirty (30) continuous working days shall be permitted to participate in the District insurance program at their own expense, subject to the approval of the insurance carrier.
5. If the personal leave of absence was granted for personal health reasons, the employee may be required to submit, prior to return to active duty, a medical statement indicating an ability to assume assigned duties without restrictions or detriment to the employee's physical or emotional well-being.
6. Employees returning from personal leave of absence shall be entitled to all rights and privileges previously acquired. Such leave shall not break the continuity of service, but shall not be credited as time of service, which will impact the employee's seniority date.



- a. Leaves of absence for reason for employment outside the District will be denied.
  - b. Personal leave of absence may not be granted during any strike or work stoppage action.
7. Leaves under this section shall be granted or denied at the discretion of the District and shall, in any case, not exceed one (1) year in duration.

### PERSONAL NECESSITY LEAVE

1. Personal necessity leave may be utilized for circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention, and which cannot be dealt with during off-duty hours.
2. An employee may use not more than seven (7) days per year of accumulated sick leave for purposes of approved personal necessity leave.
3. Examples of absences which could, on prior approval, be charged against personal necessity are as follows:
  - a. Appearance in court as a litigant or as a witness under an official order.
  - b. A condition or circumstance that would result in a serious financial loss without the immediate attention of the employee.
  - c. Attendance at funeral services.
  - d. Absences due to fulfilling obligations of leadership in a recognized professional education organization.
  - e. Absences required in completing final oral or written examinations for advanced degrees when such examinations are not offered outside the workday or on Saturdays.

Examples "a" through "e" are not intended to be all-inclusive.

4. Examples of reasons for which approval shall not be granted are:
  - a. Political activities or demonstrations.
  - b. Vacation, recreation, or social activities.

- c. Routine personal activities.
- d. Occupational investigation.
- e. Strikes, work stoppage, etc.

Examples "a" through "e" are not intended to be all-inclusive.

5. Employees shall submit a request for personal necessity leave approval on a form approved by the District to the Immediate Supervisor normally not less than two (2) workdays prior to the requested beginning date of the leave.
6. Employees shall not be required to secure advance permission but shall be responsible for advising the District through the absence/substitute management system at the earliest possible time for leave taken for any of the following reasons:
  - a. Serious illness of a member of his/her immediate family (as defined in Bereavement Leave).
  - b. Accident, involving his/her person or property, or the person or property of a member of his/her immediate family (as defined in Bereavement Leave). This shall also include imminent danger to the employee's home occasioned by a factor such as flood, fire, or other natural disaster.
  - c. A condition or circumstance, beyond the control of the employee, which makes it impossible for him/her to reach his/her place of work assignment.
7. When prior approval is not required, the employee shall make every reasonable effort to comply with District procedures designed to secure substitutes and shall notify the District of the expected duration of the absence.
8. An employee shall receive full compensation for not more than seven (7) days per year of approved personal necessity leave. Immediately upon return to active service, the employee shall complete the District absence form and submit it to the Immediate Administrator/Supervisor. The employee shall provide, upon District request, additional verification of the use of these leave provisions.

**ARTICLE XIII:**  
**PROCEDURES FOR THE EVALUATION OF EMPLOYEES**

1. The District shall evaluate all permanent employees no less than once in every two (2) service years. This does not preclude permanent employees from being evaluated

annually. Permanent unit members that receive an unsatisfactory rating in five (5) or more areas will be evaluated annually.

All non-permanent employees shall be evaluated during the second and fifth month of their probationary period. The probationary period shall be for a period of six (6) months or 130 days of service, whichever is longer. The probationary period for permanent/promotional employees shall remain as six (6) working months or 130 days of service, whichever is longer. Failure to timely evaluate an employee on probationary status, however, shall not entitle the employee to automatic permanent status.

2. The period for evaluation shall be July 1 through June 30. Evaluations must be completed before June 30th or the employees last scheduled day of employment per their work calendar.
3. Whenever the employee's evaluation reflects a needs improvement or unsatisfactory rating, the evaluator shall include in the evaluation methods to improve the identified areas of needing improvement and/or unsatisfactory performance.
  - a. See Appendix B for the Performance Report and Assistance Plan.
  - b. The parties agree to the formation of an Evaluation Committee with equal representation from the District and the Association. The Committee will convene at the request of either party to review and make recommendations regarding the Performance Report.
4. All formal evaluations shall include an evaluation conference at which time the evaluator shall present a written evaluation for review and discussion with the employee. The employee shall sign the written evaluation to signify only that he/she has read the document and has been provided the opportunity of attaching to the written evaluation a written response which shall thereafter become a part of the permanent record in the employee's official personnel file. The employee shall receive a signed printed copy of the evaluation.
5. If the supervisor determines that the performance has become less than satisfactory, the supervisor shall complete an assistance plan form to explore the deficiencies and state corrective methods to change these deficiencies, as well as provide training if needed and set a reasonable time frame in which the deficiencies shall be corrected. If the employee has met the goals of the assistance plan, the evaluator will remove the evaluatee from the assistance plan.
6. Nothing in this Article shall be construed as restricting or preventing the employee and the evaluator from informally discussing together from time to time any and/or all matters relating to evaluation and the evaluation process, or working together throughout the process in a cooperative and constructive manner.

7. Nothing in this Article shall be construed to allow the evaluation itself to be subject to the provisions of the Grievance Procedure in Article IX of this Agreement.
8. Information of a derogatory nature, except material mentioned in (a) of this section, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.
  - a. Ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination, shall not be available for review.
  - b. Review of personnel files shall be made by prior appointment.
9. Nothing in this Article shall be construed to limit or restrict the District's authority under the law to discipline any probationary or permanent unit member.

#### **ARTICLE XIV: SAFETY CONDITIONS**

1. Any abuse, assault or battery upon an employee, or any threat of force or violence directed toward school personnel that is related to school activity or school attendance, shall be reported by employees to their Immediate Supervisor and shall be reported to the appropriate law enforcement agency. Employees shall complete reports required by the District relating to the violations described herein.
2. Employees shall be provided coverage under the terms and conditions of the District Workers' Compensation program and Illness Leave provision for any injury or illness arising out of or in the course of their employment.
3. No employee shall be reprimanded in any way as a result of reporting unsafe conditions.
4. The District shall provide approved equipment necessary to permit employees to perform their assigned duties safely.

Employees shall be provided training on new equipment that is required to perform their assigned duties prior to being authorized to use the equipment.
5. All employees are required to participate in the District's Illness/Injury Prevention Program.

6. An employee may, when necessary, use reasonable restraint in the performance of his or her duties in the interests of self-protection or for the protection of others. It is further agreed that under such circumstances the employee must exercise mature judgment, acting and reacting in a “reasonable and prudent” manner.
7. The Superintendent shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident.
8. No employee shall willfully violate any safety order, or in any manner intentionally perform any act that could jeopardize the safety or health of himself/herself or any other employee.
9. A drug-free and alcohol-free workplace promotes employee safety and health. To maintain the safety of employees, it is a violation for an employee to manufacture, distribute, dispense, possess (other than to secure it), use or be under the influence of any alcoholic beverage, drug or controlled substance during work hours or on district property.

The District encourages employees to voluntarily report drug and alcohol problems. Employees with drug and alcohol dependency problems should report the problem as soon as possible to Personnel Services or Risk Management. No employee will be disciplined solely due to the request for help in overcoming drug or alcohol dependency or because of involvement in a rehabilitation effort.

10. A joint District/ Association Safety Committee shall be established and presided over by the Risk Management Department. The committee shall be comprised of three (3) Association representatives and three (3) District representatives and shall convene at least quarterly for the purpose of maintaining the safety of classified employees or any other employees. The committee will be responsible for developing in-service and training programs for employees.
  - a. Employees may be released from their duties to attend District sponsored in-service trainings developed by this Committee.

### **ARTICLE XV: TRANSFERS & VACANCIES**

The following criteria shall be used in consideration of transfers:

1. The needs and efficient operation of the District.
2. The contribution the employee can make in the new position.

3. The qualifications, including the experience and recent training of the staff member compared to those of other candidates, for both the position to be filled and the position to be vacated.
4. The recommendation of the Immediate Supervisor to whom the employee is currently responsible, and the Supervisor where the vacancy exists.
5. The preference of the employee.

### *VOLUNTARY TRANSFERS*

1. Any permanent employee covered by this Agreement may request a transfer to any school or location within his/her classification by submitting a request for transfer on the appropriate District form. Properly filed transfer requests shall be given administrative consideration and shall be valid through June 30<sup>th</sup> of the fiscal year submitted to Personnel Services.
2. In the event there are requests for transfer on file for a vacancy, the Immediate Supervisor shall be required to interview all employees who have transfer requests on file. Transfer requests for vacant positions shall be submitted to Personnel Services by the deadline date of the recruitment.
3. The filing of a request for transfer is without prejudice to the employee and shall not jeopardize the present assignment. A request for transfer may be withdrawn by the employee in writing at any time prior to official notification of transfer approval.
4. The Personnel Administrator shall give the employee and the Supervisor(s) official notification of the disposition of the voluntary transfer request.
5. Vacancies that occur shall be brought to the attention of employees who have filed a request to transfer. If the District does not hear from the employee within seven (7) days, it will proceed to fill the position. Information regarding vacancies that occur will be made available to interested employees by contacting Personnel Services.

### *INVOLUNTARY TRANSFERS*

1. Involuntary transfers between schools or locations shall not be done for disciplinary purposes. Specific reasons shall be made known in writing to the employee.
2. The Immediate Supervisor or Administrator may request transfer of employees when they consider it in the best interest of the employee or District. The Immediate Supervisor or Administrator shall submit a written request to the appropriate Service Area Lead

listing their reasons. If the request is approved, the employee may appeal the decision to the Personnel Administrator within three days of being notified of the transfer.

3. Employees will receive a minimum of twenty-one (21) calendar days advance notice prior to the involuntary transfer taking place. Employees that work directly with students will receive a minimum of seven (7) calendar days advance notice prior to the involuntary transfer. Employees may waive the advanced notice. A copy of the waiver will be sent to Personnel Services and CSEA Chapter 203.

### VACANCIES

1. All job vacancies within the bargaining unit, for which there is no current eligibility list, shall be posted on bulletin boards in appropriate locations at each District job site. If after posting the District is unable to establish a sufficient eligibility list for the class in which the vacancy occurs, certification may be made from a list for another class at the same or a higher level if the duties and qualifications of the class for which the examination was given include substantially all of the duties of the position to be filled, provided that the Board of Education finds that the use of the list is in the best interest of the District and that the necessary skills and knowledge are adequately tested in the examination.
2. Job vacancy notices shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the number of hours per day and months per year assigned to the position, the salary range and the deadline for filing to fill the vacancy. Application shall be made following the prescribed procedure.
3. The Personnel Department shall review all requests for transfer that are currently active for the position under consideration.

### PROMOTIONS

1. An employee who receives a promotion to a class allocated to a higher salary range shall receive a minimum salary increase of five percent (5%) except that the employee shall be placed on the last step of the new salary range if that is the maximum salary for the classification. Additional advancement will be at one-year intervals thereafter until the maximum is achieved. For the purpose of this rule, appointment of an employee to a class with a salary range equal to or below his/her current range shall not be considered a promotion and shall not warrant a salary increase; in such cases, placement will be made on the same rate formerly earned by the employee, not to exceed the maximum of the range of the class to which he/she is appointed.

### PROMOTIONAL EXAMINATIONS

1. Examinations shall, where practicable, as determined by the Board of Education, be limited to promotional applicants. When no promotional field of competition exists or

when there is doubt of its adequacy, the Board may order an open examination or simultaneous open and promotional examinations. All applicants must meet the minimum qualifications of the class.

2. Promotional examinations shall be restricted to permanent employees of the District except the employees in an initial probationary status with the District shall, solely for the purpose of qualifying for the appropriate eligibility list, be entitled to take a promotional examination.
3. Notwithstanding the provisions of paragraph 2 above, employees in an initial probationary status with the District who take a promotional examination shall not be permitted to assume the promotional vacancy or participate in the final selection interview unless and until the completion of their initial probationary period.
4. Nothing in this Article shall preclude a permanent employee of the District, while in a promotional probationary period, from taking a promotional examination and/or otherwise assuming a promotional vacancy while in a promotional probationary status.
5. Employees who possess permanent status with the District and who assume promotional vacancies pursuant to paragraph 4 above, and who fail during the probationary period shall be returned to the classification in which they last held permanency.

### **PROBATIONARY PERIOD**

1. A new employee appointed from an eligibility list shall serve a probationary period of six (6) working months in one class before attaining permanency in the classified service. A permanent employee who has been promoted shall serve a probationary period of six (6) working months in the higher class before attaining permanency in that class. Credit toward completion of probation shall be granted only for service in regular positions in the class after appointment from the eligibility list.
2. An employee who has permanent status in the classified service, and who has been promoted to a higher class, may be demoted during the probationary period to his/her former class. He/she shall be notified in writing of the action, but shall have the right of appeal.
3. Should the work for which a probationary employee has been appointed prove temporary instead of permanent as certified, and should he/she be laid off without fault or delinquency on his/her part before the probationary period is completed, his/her name shall be restored to the eligibility list and the time served shall be credited on his/her probationary period.



## DEMOTIONS

1. A permanent employee may request voluntary demotion to a class with a lower maximum salary rate that they have previously held permanency in or in which the employee meets all the minimum qualifications. Such requests require the approval of the department head and that of the head of the department to which he/she is to be assigned. If there are two or more request to demote to the same position the supervisor of the vacant position will interview all employees requesting a demotion.
10. An employee who has taken a voluntary demotion may be restored to his/her former class or to a related lower class, as determined by the Board of Education, within thirty-nine (39) months. Except when demotion was chosen in lieu of layoff, restoration is discretionary with the appointing authority.

## SENIORITY CREDIT

1. Seniority credit shall be added to the final passing scores of candidates in the amount of one (1) point for each year of service, not to exceed a total of five (5) points. Credit shall be granted for time spent in regular status in the classified service and on leave from the classified service while otherwise employed in this District. A full year's credit shall be granted to employees whose regular position is assigned on less than a calendar-year basis. Credits shall be calculated for units of not less than a half year, unless greater accuracy is required in order to break ties in examination scores, and fractions of years shall not normally be counted.

## ARTICLE XVI: RECLASSIFICATION

1. Reclassification is defined as a gradual accretion or sudden permanent change of duties and responsibilities which have been assigned by the District and are new to the current job description of the position.

Position reclassification is neither a reward to a unit member for excellent performance or high seniority within a job description.

Reclassification is not appropriate based solely on increased volume of work, excellent performance of job duties, seniority or unusual/unique skills of the member unless the position requires such use of skills.

2. If a unit member believes that his/her position is in need of a review, the appropriate request form shall be completed by the employee and submitted to the employee's Immediate Supervisor for comments from September 1 through October 15. The employee shall also submit a Reclassification Notification form to Personnel Services by October 16. The supervisor shall forward the completed form to the appropriate Services Area Administrator by November 1 for review and comments. The Service Area

Administrator shall forward the completed form to the Administrator of Personnel by November 15.

3. Upon receipt of the request by the Personnel Administrator, copies of the request(s) shall be forwarded to the Association and a meeting shall be scheduled by January 15. Such meeting shall include the unit member, his/her immediate supervisor, Association representative(s), and the Administrator of Personnel and/or his/her designee.
4. Following the meeting referenced in paragraph three (3) above, the Personnel Administrator shall have until February 1 to submit his/her findings. If the employee is not satisfied with the findings of the Personnel Administrator, he/she may appeal to the Reclassification Appeal Committee by February 15. The committee shall consist of two (2) members of CSEA, two (2) members of the District, and one member mutually selected by both parties from a mutually agreed upon list, with approval by majority vote. The list will be established by August 1<sup>st</sup> of each school year. The Committee shall meet once all reclassification appeals have been received. The decision of the Committee shall be final and binding.
  - a. Any employee that files an appeal with the Reclassification Appeal Committee shall receive from the Personnel Administrator copies of the completed Reclassification packet 10 days prior to the Reclassification Appeal Meeting.
5. Reclassification of a position shall become effective as of October 16<sup>th</sup> of the school year the reclassification paperwork is submitted.
6. Incumbents of positions who have been in a class that has been reclassified shall be reclassified with their position.
7. An employee who has requested a reclassification review shall be ineligible for subsequent reclassification with his/her position for a period of at least one (1) year from the initial request. An employee who has been reclassified with his/her position shall be ineligible for subsequent reclassification for a period of at least two (2) years from the initial action.
8. An employee who receives a reclassification to a higher classification shall be placed on the same step of the new salary range that the employee was on in the previous classification. Additional advancement will thereafter occur on the employee's anniversary date.
9. Any decisions made pursuant to this article shall not be subject to either the District Policy Procedure or Grievance Procedure of this Agreement.

**ARTICLE XVII: RELEASED TIME**

1. The District shall provide a reasonable amount of release time for no more than seven (7) persons for the purpose of participating in contract negotiation sessions.
2. The District will release Association representatives for the purposes indicated below:
  - a. For the purpose of meeting and negotiating - a maximum of fifty-six (56) hours for each of the seven (7) Association representatives.
  - b. For the processing of grievances - a maximum of sixty-four (64) hours for the Association Representatives.
  - c. The District shall grant paid leave for all delegates (up to the maximum number of delegates allowed by CSEA State formula) to use for state conference attendance.
3. Beyond Level I, time off (in 2b above) shall be limited solely to representing a grievant in a conference with a management person. In no way shall this limitation include use of such time for matters such as gathering information, interviewing witnesses, or preparing a presentation.
4. The above work hours are the maximum amount of time that the District will release Association Representatives in any one school year. The Association may purchase additional released time for its Representatives not to exceed eighty (80) additional hours per year. The Association will pay the District the current substitute's rate for any time used under this provision.
5. This released time will require prior approval of the Superintendent. In no cases will this released time be approved for periods of less than one (1) hour in any workday. Meetings of less than thirty (30) minutes held at the worksite shall not be charged against this Article.
6. Release time utilized at the request of the District and approved by the Superintendent/Designee shall not be deducted from the above referenced days.

### **ARTICLE XVIII: VACATIONS**

1. All employees shall earn paid vacation time under this Article. Part-time employees shall accrue vacation privileges on a pro-rata basis.
  - a. Full-time employees shall earn vacation privileges at the rate of eight (8) hours per month worked for the first five (5) years of employment.

- b. Full-time employees shall earn vacation privileges at the rate of ten (10) hours per month worked beginning the sixth year of employment and continuing through the tenth (10) year of employment.
- c. Full-time employees shall earn vacation privileges at the rate of twelve (12) hours per month worked beginning the eleventh (11) year of employment and continuing through the fifteenth (15) year of employment.
- d. Full-time employees shall earn vacation privileges at the rate of fourteen (14) hours per month worked beginning the sixteenth (16) year of employment.

Changes to the rate and term of vacation earned shall begin on the employee's anniversary date following July 1, 2016.

- 2. Permanent twelve (12) month employees are expected to take their vacation during the year earned. For the purpose of planning, twelve month employees will submit a tentative vacation calendar to their supervisor/administrator for approval by June 1<sup>st</sup> for the following school year. If the employee doesn't submit a tentative vacation calendar by June 1<sup>st</sup>, the supervisor will schedule a meeting with the employee to plan a tentative vacation plan no later than June 30<sup>th</sup>. The employee will create the tentative vacation calendar at that meeting. Where an employee is denied vacation, the District shall provide a written reason. If the employee believes the reason is not justifiable, he/she may appeal to the Personnel Administrator. If the employee is denied by the Personnel Administrator and agreement cannot be reached between the Director and the employee regarding scheduling of vacation during the current school year, the employee may roll the denied vacation time to the following year, subject to paragraph 3.
- 3. Effective July 1, any vacation in excess of the employee's current year accrual plus the five (5) vacation days allowed to be carried over into the new fiscal year shall be paid out at the employee's regular rate of pay. The vacation payout payment would be processed on the 2<sup>nd</sup> payroll of August subsequent to the fiscal year end.

With prior written approval from Personnel Services, an employee's excess vacation may exceed five (5) days as listed in Item #3 above. The employee shall submit a mandatory vacation plan prior to June 1<sup>st</sup> that includes the specific date/dates and reason for more than five (5) days to be carried into the next fiscal year. The employee shall include a copy of their tentative vacation calendar for the next school year when they submit their mandatory vacation plan. The District shall respond in writing by June 15<sup>th</sup>.

- 4. Employees working less than twelve (12) month assignments shall take vacation during spring and winter vacations. Any remaining balance or portion thereof may be taken during the school year with the prior approval of the site administrator. All such requests must be submitted not less than five (5) workdays prior to the requested beginning date of the vacation. The District shall pay for any remaining vacation balance at the end of the school year.

5. No employee working less than twelve (12) months may work during spring or winter vacation without receiving prior approval from Personnel Services.
6. No probationary employee may take vacation prior to the time it is earned, unless otherwise authorized in writing by the District.
7. All vacation requests must be approved in advance by the Immediate Supervisor.

### ARTICLE XIX: HOLIDAYS

1. The District shall provide employees the following paid holidays provided the employee is in paid status during the workday immediately preceding or succeeding the holiday:
  - a. New Year's Day
  - b. Martin Luther King, Jr. Day
  - c. Lincoln's Day
  - d. Washington's Day
  - e. Memorial Day
  - f. Juneteenth Day
  - g. Independence Day
  - h. Labor Day
  - i. Admission Day
  - j. Veteran's Day
  - k. Thanksgiving Day
  - l. Day following Thanksgiving Day
  - m. Christmas Eve Day - or the last working day prior to Christmas holiday
  - n. Christmas Day
2. When a holiday falls on a Saturday, the preceding workday, not a holiday, shall be deemed to be that holiday. When a holiday falls on Sunday, the following workday, not a holiday, shall be deemed to be that holiday.
3. Regular hourly employees will be paid for the number of hours they would normally work on any workday for the above named holidays.
4. The District may, prior to July 1, designate other days during the year to which classified employees are entitled in lieu of the holidays on Lincoln's Day, Washington's Day, Memorial Day and Admission Day provided that such designated holidays will provide for at least a three-day weekend.

## ARTICLE XX: HEALTH & WELFARE BENEFITS

1. The District shall, for the duration of the Agreement, continue to make available and assume the cost of maintaining the current level of group health, dental, vision, and life insurance benefits subject to the following provisions:
  - a. Notwithstanding any other provisions set forth herein, any unit member who has a regular work assignment of four (4) hours or more per day shall be entitled to group health, dental, and vision coverage on a pro rata basis.
  - b. Medical insurance will be provided for unit members, spouses, dependents, and domestic partners. Effective July 1, 2016, the lowest cost medical plan offered by the District shall serve as the soft-cap, and represents the maximum District contribution towards medical plans. The lowest cost health plan shall constitute a ten (10) dollar office visit co-payment, a fifty (50) dollar emergency room payment, a ten (10) dollar co-payment for generic prescriptions, and a twenty (20) dollar co-payment for brand name prescriptions.

Effective July 1, 2023, the lowest cost health plan shall constitute a twenty (20) dollar office visit co-payment, a one hundred (100) dollar emergency room payment, a twenty (20) dollar co-payment for one hundred day supply of generic prescriptions, and a thirty (30) dollar co-payment for one hundred day supply of brand name prescriptions.

The District shall not implement an insurance plan less expensive than the Kaiser Foundation Health Plan provided to Association members unless the level of benefits is the same or greater than the Kaiser Foundation Health Plan provided to Association members as of the date of implementation. Prior to implementation, a comparison of the plans shall be provided to the Health & Welfare Committee and the Association Executive Board for consideration and the District shall provide the Association the opportunity to meet and consult regarding the plan.

The District further agrees to maintain the Kaiser Foundation Health Plan as an insurance carrier option for all of the classified employees.

- c. Dental insurance, to a maximum of \$2,500 (in network) and \$2,000 (out of network) for unit members, spouses, dependents, and domestic partners. Orthodontia coverage for unit members, spouses, eligible dependents, and domestic partners shall be up to \$1,500. The out of network deductible shall be \$100.
- d. Vision coverage for unit members, spouses, dependents, and domestic partners at the current level of service. Unit members who choose to see an optometrist/

ophthalmologist outside of the health plan for an eye exam may choose to enroll in the buy-up plan.

- e. Group term life insurance coverage for unit members who have a regular work assignment of four (4) hours or more (\$50,000 with Accidental Death and Dismemberment).
- f. Eligible unit members are required to sign up for medical, dental, vision and life insurance plans within thirty (30) days of eligibility. After initial enrollment any change in life status, i.e. marriage, divorce, birth, or adoption of a child must be made within thirty (30) days of the occurrence. If the unit member does not sign up within thirty (30) days, the plans will go into effect the next available enrollment opportunity.
- g. A “soft-cap” is the maximum District contribution toward medical plan premiums provided to Association members, which will change if there is a change to the cost of the lowest cost medical plan premium offered by the District to Association members.

2. Any employee in the bargaining unit who is on a District-paid health plan is eligible to receive the same health benefits as regular employees after retirement under the following conditions:

- a. Employee has attained the age of fifty-five (55) years with fifteen (15) or more years of service as an employee of the District.
- b. Employee will be receiving monthly retirement benefits from the Public Employees Retirement System.
- c. Individual was an employee of the District immediately prior to going on retirement.
- d. Coverage under a District-paid health plan will terminate when the retired employee reaches his/her 65<sup>th</sup> birthday.
- e. A retiree on the District-paid health plan who moves out of the area serviced by that plan and thereafter obtains another plan, shall be eligible to have an amount equal to the monthly premium for the newly obtained plan (but in no case greater than the unit cost for the District’s Kaiser Health Plan) credited towards his/her monthly premium. The benefit shall terminate when the retired unit member reaches his/her 65<sup>th</sup> birthday.
- f. When a retired employee who has been covered under a District-paid health plan reaches his/her 65<sup>th</sup> birthday, the retiree may continue benefit coverage for the





members of the Committee. At least one (1) member of each constituent group must vote on the prevailing side.

6. Unit members married to, or in a domestic partnership with other District employees shall enroll in one District medical plan shall have a choice of the following options:
  - a. If plan selected has an employee contribution, the employee will have the choice of the District paying the contribution or to receive reimbursements for out of pocket expenses, including all co-pays and/or prescriptions or other medical reimbursements incurred during the school year, up to the amount of the highest available employee contribution.
  - b. If the plan selected has no employee contribution, they shall receive medical office co-pays and or prescriptions reimbursement for expenses incurred during the school year, up to the amount of the highest available employee contribution.
  - c. Any difference between the highest available employee contribution (excludes PPO) and the actual contribution for the plan selected shall be provided as reimbursement for out of pocket expenses, including all co-pays and/or prescriptions or other medical reimbursements incurred during the school year, up to the amount of the highest available employee contribution.
  - d. The employee shall provide receipts for reimbursements within thirty (30) days of incurring the expense. This benefit shall not accumulate from year to year.
  - e. Unit members married to or in a domestic partnership with another employee who have separate medical plans as of June 30, 2015 and decide to keep separate plans will be grandfathered with those plans.

### **ARTICLE XXI: DUTY HOURS**

1. The District reserves the right to designate the hours, work week and work year of all employees. Such designation is made at the time of initial employment and upon any change thereafter each employee shall be furnished with a statement including the number of duty hours per day, prescribed work week and the date on which the employee will begin and end the work year. Employees shall be provided with a minimum of a ten (10) work day notice of any changes in hours (daily start/end times, yearly start/end dates), except in extenuating circumstances as determined by the District.
  - a. Transportation Bidding Process – The Transportation Manager will provide/mail to each bus driver a current seniority list and the hourly bus assignments (routes) available for the upcoming school year. This information will be provided no later

than one week before the first day of the unit member's work year. Bargaining unit members are expected to come prepared to make their bid selection. Bidding shall occur once per school year on a designated day prior to the beginning of the school year. In the event 3 or more routes increase by 30 minutes or more within a 30 calendar day window or a vacancy occurs before December 1<sup>st</sup> of each year, a second bid will take place for only those routes.

2. The District reserves the right to designate the hours and workdays of all employees in certain positions as being less than eight (8) hour days. These employees will be paid and receive appropriate benefits on a prorated basis.
3. The normal workweek shall consist of eight (8) hours a day, exclusive of lunch, and forty (40) hours a week consisting of five (5) consecutive days (Monday through Friday) within a seven (7) day period.
4. Overtime shall be defined to include any time required to be worked in excess of eight (8) hours in any one (1) day and in excess of forty (40) hours in any calendar week. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence shall be considered as time worked by the employee. Overtime shall be compensated at the rate of one and one-half (1 ½) times the rate of pay of the employee designated and authorized to perform the overtime. (Unit members shall not work overtime without prior District authorization.)
5. An employee having an average workday of four (4) hours or more during the normal workweek shall be compensated for any work required to be performed on the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day following commencement of the workweek at the rate equal to one and one-half (1 ½) times the regular rate of pay of the employee designated and authorized to perform the work.
6. An employee having an average workday of less than four (4) hours during a workweek shall, for any work required to be performed on the seventh (7<sup>th</sup>) day following commencement of his/her workweek, be compensated at a rate equal to one and one half (1 ½) times the regular rate of pay of the employee designated and authorized to perform the work.
7. All hours worked in excess of eight (8) hours on the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) consecutive day of work shall be compensated at two times the regular rate of pay.
8. Compensatory time off, with the approval of the Supervisor, may be granted in lieu of cash compensation within twelve (12) calendar months following the month in which the overtime was worked and without impairing the services rendered by the District.

9. The District shall offer overtime on an equitable basis among qualified unit members. Where circumstances permit, the District shall give unit members at least twenty-four (24) hours notice when overtime is being assigned. It is the intent of this provision to allow the District to provide services with minimal interruption during certain times but shall not be interpreted in a manner to require unit members to work overtime on a regular or sustained basis.
10. Service rendered shall be structured and directed by the Immediate Supervisor. Service rendered shall be both those tasks specified in the employee's job description in addition to other responsibilities required by their assignment.
11. Adjustment of Assigned Time: Any employee who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more, shall have his/her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis for that period of time.
12. The term "fringe benefits" as set forth in paragraph ten (10) above shall mean retroactive pay for any contractually recognized holiday as well as retroactive accrual for vacation and sick leave. Holiday pay shall be paid at the employee's regular rate of pay. *Note: Employees who become eligible for health and welfare benefits pursuant to the provisions of paragraph 10 above and Article XX of this agreement shall have said benefits properly prorated effective the date of eligibility.*
13. Regular classified employees who accept assigned hours in their own classification, in addition to their assigned contract hours, shall be compensated for all such additional non-contract hours at their regular rate of pay.
  - a. Nutrition Service employees who accept assigned hours in their own classification in addition to their assigned contract hours will continue to receive their regular rate of pay.
  - b. Bus Drivers who historically have received their regular rate of pay when they either assume the additional hours resulting from another Bus Driver being unavailable for his/her assigned run, or in situations wherein ten (10) month Bus Drivers accept assignments during the summer recess period shall continue to receive said regular rate.
  - c. When developing proposed routes the transportation supervisor shall ensure that each bus driver shall be assigned no less than four (4) hours per day throughout their regular assigned work year.
  - d. The District may utilize charter transportation only as follows: (1) the cost is borne by ASB funds, or (2) participation of a team in the CIF championship game, State championship game and/or National championship game, or (3) when the distance is 80 miles or over (one way), and when weather conditions are 100

degrees or over, or (4) contract services wherein District buses and/or drivers are not available. *Note: It is not the intent of the District to expand utilization of contract transportation.*

14. An employee who is employed to perform a service for the District upon the completion of which the service required or similar services will not be extended or needed on a continuing basis, shall be designated as a "short-term employee" and shall not be employed for any period in excess of six (6) months. If for some reason, the six (6) month period is interrupted, said period shall be extended for the length of time missed. If for some reason the District desires to otherwise extend the six (6) month period, agreement to do so, which shall not be unreasonably withheld, shall be obtained from the Association. If agreement cannot be reached to extend the six (6) month period, the District may unilaterally extend the period; however, the provisions of Education Code 45103, 45136, and 45137 shall be applicable.
15. Except as otherwise specifically stated herein, nothing in this Agreement shall affect the right of management to employ, assign, and/or compensate personnel in accordance with operational needs including the sole right to determine whether to utilize substitutes or regular employees to fill any vacancies.
16. An employee temporarily assigned to a higher classification, who assumes all or most of the duties and responsibilities for a period of time exceeding five (5) working days within a fifteen (15) calendar day period, shall when approved by the Personnel Administrator, be paid at the step they are currently on and the range to which he/she is temporarily assigned retro to the first day of the employee is assigned to a higher classification. This shall not normally apply to the miscellaneous work that employees may be assigned to do during the school vacation periods.
17. Lunch Periods: Any employee who has a work assignment of more than five (5) hours per day shall be assigned a non-paid lunch period of not less than thirty (30) minutes. Lunch periods shall be taken at the time specified by the Immediate Supervisor.
18. Shift Differential: Any employee whose regular assigned eight (8) hour work shift falls between the hours of 1:00 PM and 11:30 PM shall be paid a shift differential of one (1) range higher than the regular day range for the same classification.
19. Shift differential shall not be paid under the following circumstances:
  - a. When the regular assigned work shift reverts to the day shift for a period of more than twenty (20) working days.
  - b. Special work assignments as determined by the District.
  - c. Regular work day overlap.

- d. Regular day overtime.
  - e. Minimum call-in time.
  - f. Split Shift.
20. Minimum call-in time: An employee called back from off-work to perform unscheduled services after regular hours shall receive a minimum of two (2) hours pay at the appropriate rate for such services, provided the employee does not continue working into his/her regular duty hours. Employees who return to work to attend scheduled meetings, workshops, seminars, etc., shall be paid the appropriate rate for the actual time of the meeting plus mileage to and from their residence.
  21. Employees may be permitted to work in other departments at the regular rate of pay for that position at Step I, or if that amount is less than the employee's current salary, at the step just above the employee's current salary.
  22. When an employee is scheduled to perform duties outside his/her regular workday and after reporting to work finds such duties have been canceled, the employee shall receive a minimum of two (2) hours pay at the appropriate rate.
  23. Any permanent classified employee who accepts an assignment within the District to an exempt, temporary, or short-term position shall, during such assignment, be considered for status purposes as serving in his/her regular position, and such assignment shall not be considered separation from service.
  24. The employee may, with the approval of the appointing authority, voluntarily return to his/her position or a position in the class of his/her permanent status prior to the completion of service in exempt, temporary, or short term position.

## **ARTICLE XXII: PAY AND ALLOWANCES**

1. Effective July 1, 2023, the existing 2022/2023 classified salary schedule shall be adjusted upward to reflect a 9% increase and a one-time bonus of 1% off the salary schedule. The 1% bonus will be on the base salary as of September 1, 2023, no adjustments will be made to the one-time bonus for increases or docks after that date. Effective July 1, 2017, the salary schedule will be leveled to reflect a 5% increase between steps and 2.5% between ranges.

Effective July 1, 2022, Step 6 will be added to the Classified Services Salary Schedule.

2. If a greater salary increase or other compensation is granted to management, supervisory or confidential personnel, or any other employee representative organization, excluding certificated substitute employees, the District shall grant the same increase to CSEA, retroactive as appropriate. A salary increase granted to CSEA pursuant to this paragraph

shall not be implemented until salary negotiations are finally settled with CSEA for the school year(s) at issue.

3. The anniversary date for all personnel employed after July 1, 1967, shall coincide with the original date of employment. However, all unpaid leaves of absence, other than sick leave, shall not count towards step advancement on the salary schedule. When such leaves are taken, the Personnel Services Administrator, shall adjust the employee's anniversary date to reflect the period of absence.
4. An appointment made between the first and fifteenth day of the month shall be considered as effective on the first day of that month. Later appointments shall be considered effective at the beginning of the next month.
5. Employees will receive additional longevity pay on the basis of years of service in the following manner:
  - a. After completion of the 10<sup>th</sup> year of service - \$84.00 per month.
  - b. After completion of the 15<sup>th</sup> year of service - \$112.00 per month.
  - c. After completion of the 20<sup>th</sup> year of service - \$141.00 per month.
  - d. After completion of the 25<sup>th</sup> year of service - \$169.00 per month.
  - e. After completion of the 30<sup>th</sup> year of service - \$196.00 per month.
  - f. After completion of the 35<sup>th</sup> year of service - \$225.00 per month.
  - g. The longevity increments shall be a flat dollar amount added to the employee's regular monthly salary.
  - h. Starting with the 2020/2021 school year, longevity increments will be increased by the same amount applied to the classified salary schedule. These increases will be effective the same date the salary increase is effective.
6. Employees authorized by the District to use their personal automobiles in the performance of their duties shall be reimbursed for mileage at the rate established by the Internal Revenue Service. A change in rate shall be effective the first day of the month following notice received from the Internal Revenue Service.
7. The following employees shall be required to wear uniforms and/or footwear during the performance of their duties and shall therefore be entitled to the indicated cleaning and/or maintenance allowance except in cases wherein the District provides said cleaning and maintenance services:

- a. Bus drivers, Mechanics, Grounds, Maintenance, Warehouse, Mail Room, Print Shop, Custodians, Information Technology and Nutrition Services personnel excluding clerical unit members – twenty dollars (\$20.00) per month uniform allowance.
  - b. Mail Room, Print Shop, Nutrition Services personnel excluding clerical unit members, Mechanics, Maintenance, Warehouse, Nutrition Warehouse Delivery Workers, District Security Officers, and Grounds personnel excluding clerical unit members – fifteen dollars (\$15.00) per month shoe allowance. Wearing of the designated safety shoe shall be mandatory.
  - c. District Security Officers – fifty dollars (\$50.00) uniform allowance per qualifying month of service not to exceed \$600.00 annually.
8. Staff receiving a Bilingual stipend shall be paid a monthly stipend at the rate of 2.75% of the unit member’s base salary.
  9. Staff receiving a Special Needs stipend (toileting and diapering if not in their job description) shall be paid a monthly stipend at the rate of 5% of the unit member’s base salary.

**ARTICLE XXIII: PROFESSIONAL GROWTH INCREMENT**

1. Employees shall be eligible to apply for professional growth increments upon successful completion of twelve (12) semester units (a minimum of 288 class hours) of course work. An employee applying for a professional growth increment shall submit transcripts or other proof of course work acceptable to the District, as part of the application for the increment.
2. In order to be eligible for increment credit, courses must be on the approved list in Appendix D during time of employment with the District. Such courses shall be taken during non-duty hours and at the employee’s expense.
3. The District, in its sole discretion, may approve courses unrelated to the employee’s present job assignment in extraordinary cases where a benefit to the District is anticipated through a future change in the employee’s assignment.
4. In the event approval of a particular course is denied, the employee shall have the right to appeal to the Professional Growth Committee, which shall consist of five (5) District employees, three (3) selected by the Association and two (2) by the District, and the Personnel Services Administrator, serving in an advisory capacity. The appeal must be filed with Personnel Services, within ten (10) calendar days after the employee receives notice of the denial. The Committee shall evaluate the proposed course and make a recommendation to the Personnel Services Administrator, who shall make a final decision and notify the employee within ten (10) calendar days after receiving the Committee’s recommendation.
5. Units must be earned at accredited colleges, universities, trade schools or a District-approved adult education program.

6. In order to receive increment credit, the employee must complete the course with a grade of "C" or better, or a "pass" grade.
7. A total of four (4) professional growth increments of \$350.00 annually (maximum of \$1,400.00) may be achieved through voluntary participation in the professional growth program.
8. Professional growth increments may not be awarded more frequently than once per year to any individual employee.
9. The professional growth increment shall be implemented on the first day of the month following approval of the employee's application, payable, in equal installments over a period of one (1) year. For example, a ten-month employee shall be paid at the rate of \$35.00 per work month for each increment.
10. Employees completing a Master's Degree from an accredited college/university that is recognized by the Accredited Institutions of Postsecondary Education shall receive an additional 5% of the employee's base salary. Said stipend shall be effective July 1, 2022, and shall be paid on a current (as opposed to retroactive) basis.

#### NUTRITION SERVICE WORKER CERTIFICATION

1. The requirement to obtain an approved food safety certificate (SERV/SAFE) pursuant to the applicable provisions of AB1978 shall apply to all Nutrition Service Worker III's, and Lead Nutrition Service Workers.
2. The requirement shall not apply to Nutrition Service Worker II's and/or the Nutrition Services Production Expeditor. However, any employee applying for a promotion or requesting a temporary assignment to a vacant position requiring the certificate must meet the minimum qualification of possessing the certificate prior to being promoted or reassigned.
3. All employees shall be responsible for any initial cost in obtaining the initial SERV/SAFE certification.
4. Certification classes will be held annually by the District with a minimum enrollment of ten (10) students. Except as provided in paragraph three (3) the District shall be responsible for the cost of certification.
5. Employees may seek training from any State approved provider.
6. Employees are responsible for the cost of out of District training, testing, and certification.
7. Employees will be required to be re-certified when their SERV/SAFE certification expires.



8. Food Safety (SERV/SAFE) re-certification refresher training will be offered by the District. The certification cost will be paid by the District. Classes held for certification and re-certification will be held on the employees own time.
9. Three units of professional development credit will be given to Nutrition Service Workers upon verification of certification if properly requested in advance.

#### DISTRICT REQUIRED CERTIFICATIONS

Any District required training for first aid/CPR shall be provided by the District. The District shall reimburse the employee for the cost of the certificate up to \$75, except where the employee schedules, and then fails to attend a District training.

### **ARTICLE XXIV: LAYOFF PROVISIONS**

#### LAYOFF

1. Classified employees shall be subject to layoff for lack of work or lack of funds. This includes any reduction in hours of employment or assignment to a class or grade lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption by layoff. In the event of a layoff, the order of layoff within the class shall be determined by length of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be considered to have the least seniority, and therefore, shall be laid off first. However, the employee may exercise bumping rights as specified in this Article. Employees who have been laid off shall have the right of preferential employment. Re-employment shall be in the reverse order of layoff.
2. Nothing in the Layoff Procedures shall be interpreted to diminish the Association's right to negotiate the effects of layoffs or the Association's right to negotiate the decision to reduce employee work hours, including the impact of such reductions.

#### DETERMINATION OF SENIORITY

In determining seniority for layoff purposes, the following rules shall apply:

1. Seniority credits shall only be earned when an employee has served as a regular classified employee in a designated class. Time spent in a temporary duty assignment shall be credited to service in the regular class in which the unit member was serving prior to such assignment. Paid service performed prior to entering into a probationary status in the classified services shall not be credited toward seniority.

2. Effective January 1, 1988, the method of determining seniority for all employees shall be based on hire date instead of total number of hours in paid status.
3. Short-term summer school assignments which are not part of regular classified services shall not be included in computing seniority credits.
4. Time spent on approved leaves of absence with pay shall be included when computing seniority.
5. Time spent on the following authorized leaves of absence shall also be included when computing seniority:
  - a. Military leave of absence.
  - b. Unpaid industrial accident and illness leaves of absence.
  - c. Unpaid sick leaves of absence.
6. Time spent on all other unpaid leaves of absence shall not be credited toward seniority.
7. Permanent employees shall be credited with greater seniority than probationary employees in the same class, regardless of their length of service. Probationary employees shall be credited with seniority relative to other probationary employees in their class in accordance with Rule "b" of this section.
8. In the event two (2) or more employees have accumulated the same number of seniority credits, the employee having the earlier starting date in a regular classified position shall have greater seniority. If a tie still exists, a drawing of lots will be conducted by the District to establish seniority.
9. Time spent in any class before a break in a continuity of employment because of separation from service shall count toward seniority accrual only when the separation does not exceed thirty-nine (39) months.
10. When reclassification results in the separation of a class into two (2) or more classes, seniority rights of regular employees who are reclassified with their positions shall be computed from the date of their entrance into regular service in such former classes.
11. An employee transferred, reclassified or promoted from one class to another shall retain seniority credit in the former class. Seniority in the new class shall begin accumulating on the effective date of the transfer, reclassification (except in separation of classes as stated in #10) or promotion. In the event the former class no longer exists, the date of hire in the new class shall change to reflect the date of hire in the former class.
12. In the event regular classified employees are to be laid off from a classification(s) with the same number of hours per day and days per year, the least senior unit member(s) shall

receive layoff notice(s). Thereafter, the District may involuntarily transfer unit members to sites where the positions are funded.

### **BUMPING RIGHTS AND PROCEDURES**

1. In the event regular classified employees are to be laid off from a classification(s) with different hours per day or days per year, such employees may exercise bumping rights in their class or in any equal or lower class in which they hold seniority credit greater than an incumbent. The employee to be bumped shall be the one with the least seniority in the class plus higher classes. In determining bumping rights, the following rules shall apply:
  - a. Permanent employees may exercise bumping rights as specified in this Article. Probationary employees may only bump probationary employees in the same class or exercise bumping rights in equal or lower classes in which they were in a permanent status and hold seniority.
  - b. Employees who are being laid off shall exercise their seniority within the class commencing with the least senior individual in that class. Thereafter, the individual exercising his/her seniority shall proceed up the seniority list of that class until they are able to identify the least senior individual with the same or less number of hours. Having identified that least senior individual, the employee exercising his/her seniority shall exercise the option to (1) accept the same number hours, or (2) accept the lesser number of hours, or (3) be placed on the 39 month re-employment list.
  - c. The individual being bumped pursuant to the provisions of paragraph b above shall exercise his/her seniority within the class commencing with the least senior individual in said class. Thereafter, the individual exercising his/her seniority shall proceed up the seniority list of that class until they are able to identify the least senior individual with the same or less number of hours. Having identified that least senior individual, the employee exercising his/her seniority shall exercise the option to (1) accept the same number of hours, or (2) accept a lesser number of hours, or (3) be placed on the 39 month re-employment list.
  - d. The process set forth in paragraphs b and c above shall continue until the individual exercising his/her seniority can no longer identify an individual with the same or less number of hours. Thereafter, the least senior individual in the class shall be bumped and consequently laid off from the entire class.
  - e. Notwithstanding the bumping process set forth in paragraphs b, c and d above, nothing shall prohibit the individual exercising his/her seniority within the class when proceeding up the seniority list from bumping the least senior individual with more hours, provided there is no other less senior individual in the class with the same number of hours. Having identified that least senior individual with more hours, that individual shall nevertheless have the option of (1) bumping the less

senior individual with more hours, (2) bumping an individual with less hours, or (3) be placed on the 39 month re-employment list.

- f. The right to bump any incumbent in the same, equal or lower class shall not be allowed if there is a vacant position with equal assigned hours in the employee's current class to which he/she can be assigned.
- g. If there is a vacant position with equal assigned hours in an equal or lower class to which the employee can be assigned and elects to exercise his/her seniority rights, the right to bump an incumbent in such a class shall not be allowed.
- h. A permanent employee who will suffer layoff despite exercising bumping rights may be allowed to transfer to a vacant position in an equal class or demote to a vacant position in a lower class, provided he/she is qualified and passes all required District exams.
- i. Bumping into a lower class shall be considered a voluntary demotion and salary placement shall be at the step which most nearly corresponds to, but does not exceed the employee's current salary placement.
- j. Specially funded positions restricted to employees of persons in low-income groups, specially designated areas of community, and other criteria which restricts the privilege of all citizens to compete for employment in such positions are exempt from layoffs made in non-restricted classes. When reductions within such specially funded restricted classes are necessary, the provisions of this Article shall apply.
- k. No regular employees shall be laid off from any position while employees serving under short-term appointment are retained in positions of the same class unless the regular employee declines such a position.

### **PREFERENTIAL RE-EMPLOYMENT PROCEDURES**

1. Any regular employee who must be laid off after exercising all rights guaranteed under this Article shall have their names placed on a preferential re-employment list by class and in order of seniority. Such employees shall be re-employed in preference to new applicants for a period of thirty-nine (39) months from their layoff date. As vacancies occur, re-employment shall be offered to the employee with the greatest seniority,
2. The following rules shall apply to all employees whose names have been placed on a preferential re-employment list:
  - a. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be granted rights as persons laid off and retain eligibility for re-employment for an additional period of twenty-four (24) months provided that

the same tests of fitness under which they qualified for appointment to the class shall still apply.

- b. After being placed on a re-employment list, an employee's service in a position which involves a voluntary demotion or reduction of assigned time shall not affect his order of seniority on that list.
- c. Permanent employees shall receive preferential employment over outside applicants in promotional opportunities for which they qualify.
- d. A laid off employee who held permanency at the time of layoff shall be re-employed with all rights and benefits accorded to him/her at the time of layoff. A laid off employee who is probationary at the time of layoff shall be re-employed as a probationary employee and the time served toward completion of the required probationary period shall be counted. Such an employee shall also be re-employed with all rights and benefits accorded to him/her at the time of layoff.
- e. When a vacancy occurs in a class for which a preferential re-employment list has been established, the senior employee shall be notified by certified mail of the vacancy. An attempt shall be made prior to sending out said notice to contact the affected employee by telephone. An employee on the preferential re-employment list shall have seven (7) calendar days of the certified Notice of re-employment to either accept or reject the offer in writing. If the employee rejects the offer, said employee shall remain on the list and thereby be entitled to subsequent offers of re-employment. If the employee accepts the offer, the employee must report to work within five (5) calendar days of acceptance. If the employee fails to comply with these provisions within the prescribed time limits, said failure shall constitute a rejection of the offer.
- f. Short-term or substitute employees may be laid off at the completion of their assignment without regard to the procedure set forth in this Article.
- g. Laid off employees, when re-employed, shall maintain their original anniversary date for all purposes except salary-step advancement. An adjusted anniversary date shall be established for salary-step advancement, longevity increments and other benefits based upon length of service, so as to reflect their actual amount of time served in the District.

#### **NOTIFICATION OF LAYOFF**

1. Notice to Employees: Affected classified employees shall receive notice of layoff no later than March 15 that the employee's services will not be required for the ensuing year due to lack of work or lack of funds. The employee shall be given written notice by the superintendent/designee, stating the reasons that the employee's services will not be

required for the ensuing year, and informing the employee of the employee's displacement rights, if any, and reemployment rights.

2. When classified positions must be eliminated as a result of the expiration of a specially funded program, the classified employee to be laid off shall be given written notice not less than 60 calendar days prior to the effective date of the layoff.
  - a. Any employee laid off shall be informed of his/her bumping rights and re-employment rights under this Article.
  - b. Employees who have bumping rights must provide written notification of their intention to exercise their rights to the District within five (5) working days after notification. Otherwise, they will forfeit their bumping rights and be placed on the preferential re-employment list.
  - c. Short-term or substitute employees may be laid off at the completion of their assignment without regard to the procedure set forth in this Article.

#### **DEFINITIONS OF TERMS USED IN THIS ARTICLE**

1. **LAYOFF** - Separation from a position for lack of funds or lack of work, including any reduction in hours of employment or assignment to a class lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff.
2. **HIGHER CLASS** - A class at a higher salary range than an employee's present class.
3. **EQUAL CLASS** - A class at the same salary range as an employee's present class.
4. **LOWER CLASS** - A class at a lower salary range than an employee's present class.

#### **ARTICLE XXV: TERM OF AGREEMENT**

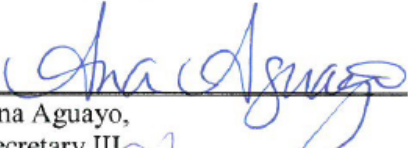
1. This Agreement shall remain in full force and effect up to and including June 30, 2025, and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than April 15, 2025, of its request to modify, amend, or terminate the Agreement.
2. Notwithstanding the provisions of paragraph 1 above, the District and/or the Association may re-open negotiations for the 2023/2024 and 2024/2025 school years for purposes of salary, health and welfare benefits and two (2) Articles, per party, of this Agreement unless mutual agreement as to additional Articles is reached.


# EXECUTION OF AGREEMENT


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this 15<sup>th</sup> day of November, 2022, which shall commence July 1, 2022 and continue through June 30, 2025.

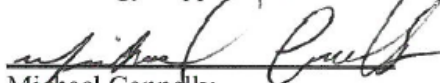
## CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION #203


FOR THE ASSOCIATION:


  
\_\_\_\_\_  
Ana Aguayo,  
Secretary III

  
\_\_\_\_\_  
Myesha Kennedy,  
CSEA Labor Relations Representative

  
\_\_\_\_\_  
Diana Silva,  
Technology Support Technician III

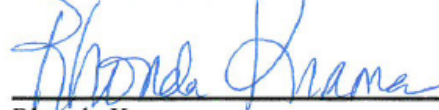
  
\_\_\_\_\_  
Michael Connelly,  
Warehouse/Support Services Worker


  
\_\_\_\_\_  
Stacy Magana,  
Bus Driver

  
\_\_\_\_\_  
Michael Harrison  
Safety Intervention Officer II/  
District Patrol


\_\_\_\_\_  
Evelina Beltran-Quiroz  
Interpreter/Translator


FOR THE DISTRICT:

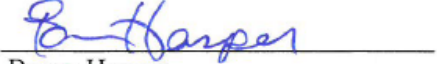
  
\_\_\_\_\_  
Rhonda Kramer  
Lead Personnel Agent

  
\_\_\_\_\_  
Diane Romo,  
Lead Business Services Agent

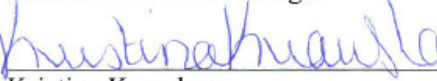
  
\_\_\_\_\_  
Nicole Albiso,  
Lead Fiscal Services Agent

  
\_\_\_\_\_  
Derek Harris  
Lead Risk Management &  
Transportation Agent

  
\_\_\_\_\_  
Ricardo Salazar  
Agent: Purchasing Services

  
\_\_\_\_\_  
Bryan Harper  
Safety Operations Supervisor

  
\_\_\_\_\_  
Raul Maciel  
Network Services Manager

  
\_\_\_\_\_  
Kristina Kraushaar  
Child Nutrition Program Innovator



2023/2024

Effective: 07/01/2023  
Adopted: 10/25/2023

**Rialto Unified School District**  
**Classified Services Salary Schedule**

CLASSIFICATION	RANGE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b><u>ACCOUNTING/FISCAL</u></b>							
Account Clerk I	31	\$4,044	\$4,249	\$4,465	\$4,691	\$4,922	\$5,168
Account Clerk II	36	\$4,585	\$4,818	\$5,060	\$5,314	\$5,578	\$5,857
Account Clerk III	40	\$5,067	\$5,324	\$5,592	\$5,874	\$6,167	\$6,476
Accounting Technician	42	\$5,326	\$5,598	\$5,879	\$6,174	\$6,483	\$6,807
Attendance Accounting Technician	48	\$6,193	\$6,502	\$6,831	\$7,171	\$7,536	\$7,912
Attendance Accounting Specialist	50	\$6,511	\$6,835	\$7,181	\$7,539	\$7,922	\$8,319
Benefits/Insurance Claims Technician	42	\$5,326	\$5,598	\$5,879	\$6,174	\$6,483	\$6,807
Facilities and Planning Accounting Technician	44	\$5,599	\$5,883	\$6,182	\$6,490	\$6,816	\$7,158
Payroll Technician	42	\$5,326	\$5,598	\$5,879	\$6,174	\$6,483	\$6,807
Student Body Finance Clerk	40	\$5,067	\$5,324	\$5,592	\$5,874	\$6,167	\$6,476
Transportation Support Clerk	35	\$4,470	\$4,698	\$4,935	\$5,183	\$5,439	\$5,712
<b><u>CLERICAL/SECRETARIAL</u></b>							
Alternative Education Budget Clerk	33	\$4,253	\$4,468	\$4,695	\$4,931	\$5,175	\$5,434
Assessment Specialist	42	\$5,326	\$5,598	\$5,879	\$6,174	\$6,483	\$6,807
Categorical Project Clerk	32	\$4,148	\$4,357	\$4,578	\$4,809	\$5,048	\$5,298
Categorical Specialist	42	\$5,326	\$5,598	\$5,879	\$6,174	\$6,483	\$6,807
Clerk Typist I	29	\$3,847	\$4,042	\$4,247	\$4,461	\$4,681	\$4,916
Clerk Typist II	31	\$4,044	\$4,249	\$4,465	\$4,691	\$4,922	\$5,168
Clerk Typist III	33	\$4,253	\$4,468	\$4,695	\$4,931	\$5,175	\$5,434
District Parent Center Assistant	40	\$5,067	\$5,324	\$5,592	\$5,874	\$6,167	\$6,476
Employee Benefits Clerk	33	\$4,253	\$4,468	\$4,695	\$4,931	\$5,175	\$5,434
Health Clerk	31	\$4,044	\$4,249	\$4,465	\$4,691	\$4,922	\$5,168
Health Services Technician	31	\$4,044	\$4,249	\$4,465	\$4,691	\$4,922	\$5,168
Interpreter/Translator	35	\$4,470	\$4,698	\$4,935	\$5,183	\$5,439	\$5,712
Language Assessment Specialist	37	\$4,701	\$4,940	\$5,189	\$5,450	\$5,719	\$6,006
Multi-Media Clerk	36	\$4,585	\$4,818	\$5,060	\$5,314	\$5,578	\$5,857
Receptionist	29	\$3,847	\$4,042	\$4,247	\$4,461	\$4,681	\$4,916
School Secretary	36	\$4,585	\$4,818	\$5,060	\$5,314	\$5,578	\$5,857
Secretary I	34	\$4,360	\$4,581	\$4,813	\$5,056	\$5,305	\$5,571
Secretary II	36	\$4,585	\$4,818	\$5,060	\$5,314	\$5,578	\$5,857
Secretary III	40	\$5,067	\$5,324	\$5,592	\$5,874	\$6,167	\$6,476
Secretary Health Services Clinic	40	\$5,067	\$5,324	\$5,592	\$5,874	\$6,167	\$6,476
Student Records Clerk II/High School	33	\$4,253	\$4,468	\$4,695	\$4,931	\$5,175	\$5,434
Student Records Specialist	35	\$4,470	\$4,698	\$4,935	\$5,183	\$5,439	\$5,712
<b><u>COMMUNITY/SCHOOL RELATIONS</u></b>							
Attendance Liaison Aide	28	\$3,751	\$3,943	\$4,143	\$4,352	\$4,566	\$4,794
Attendance/Records Clerk	31	\$4,044	\$4,249	\$4,465	\$4,691	\$4,922	\$5,168
Attendance Specialist	37	\$4,701	\$4,940	\$5,189	\$5,450	\$5,719	\$6,006
Communications Specialist	40	\$5,067	\$5,324	\$5,592	\$5,874	\$6,167	\$6,476
Communications Web Technician	50	\$6,511	\$6,835	\$7,181	\$7,539	\$7,922	\$8,319
Community Liaison Aide	24	\$3,391	\$3,565	\$3,746	\$3,936	\$4,129	\$4,336
Facilities Planning Technician	56	\$7,562	\$7,938	\$8,338	\$8,757	\$9,201	\$9,662

*Those positions which require Bilingual/Biliterate skills shall receive a 2.75% stipend.*



<b>CLASSIFICATION</b>	<b>RANGE</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b><u>COMMUNITY/SCHOOL RELATIONS - continued</u></b>							
Intervention Liaison	47	\$6,036	\$6,342	\$6,662	\$6,995	\$7,346	\$7,713
Licensed Vocational Nurse	40	\$5,067	\$5,324	\$5,592	\$5,874	\$6,167	\$6,476
McKinney-Vento and Foster Youth Liaison	24	\$3,391	\$3,565	\$3,746	\$3,936	\$4,129	\$4,336
Job Coach	25	\$3,478	\$3,657	\$3,842	\$4,037	\$4,233	\$4,446
Job Placement Coordinator	35	\$4,470	\$4,698	\$4,935	\$5,183	\$5,439	\$5,712
Job Placement Liaison Aide	31	\$4,044	\$4,249	\$4,465	\$4,691	\$4,922	\$5,168
Outreach Specialist	58	\$7,948	\$8,343	\$8,764	\$9,206	\$9,671	\$10,155
Workability Coordinator Specialist	58	\$7,948	\$8,343	\$8,764	\$9,206	\$9,671	\$10,155
Workability Liaison Aide	30	\$3,945	\$4,145	\$4,355	\$4,574	\$4,801	\$5,041
Workability Transition Case Technician	47	\$6,036	\$6,342	\$6,662	\$6,995	\$7,346	\$7,713
<b><u>CUSTODIAN SERVICES</u></b>							
Custodian I	32	\$4,148	\$4,357	\$4,578	\$4,809	\$5,048	\$5,298
Custodian II	34	\$4,360	\$4,581	\$4,813	\$5,056	\$5,305	\$5,571
Custodian III	36	\$4,585	\$4,818	\$5,060	\$5,314	\$5,578	\$5,857
Swimming Pool Maint. Worker/Custodian	32	\$4,148	\$4,357	\$4,578	\$4,809	\$5,048	\$5,298
<b><u>INFORMATION TECHNOLOGY</u></b>							
Application Specialist	47	\$6,036	\$6,342	\$6,662	\$6,995	\$7,346	\$7,713
Database Analyst	60	\$8,355	\$8,770	\$9,212	\$9,676	\$10,167	\$10,675
Information Technology Control Technician	41	\$5,196	\$5,458	\$5,735	\$6,022	\$6,323	\$6,640
Information Technology Help Desk Technician	42	\$5,326	\$5,598	\$5,879	\$6,174	\$6,483	\$6,807
Information Technology Planning Specialist	61	\$8,566	\$8,992	\$9,445	\$9,921	\$10,423	\$10,945
Information Technology Project Specialist	61	\$8,566	\$8,992	\$9,445	\$9,921	\$10,423	\$10,945
Jr. Database Analyst	50	\$6,511	\$6,835	\$7,181	\$7,539	\$7,922	\$8,319
System Application Specialist	54	\$7,195	\$7,552	\$7,933	\$8,331	\$8,754	\$9,192
Technology Help Desk Specialist	40	\$5,067	\$5,324	\$5,592	\$5,874	\$6,167	\$6,476
Technology Support Specialist	52	\$6,845	\$7,184	\$7,548	\$7,924	\$8,328	\$8,745
Technology Support Technician I	33	\$4,253	\$4,468	\$4,695	\$4,931	\$5,175	\$5,434
Technology Support Technician II	40	\$5,067	\$5,324	\$5,592	\$5,874	\$6,167	\$6,476
Technology Support Technician III	45	\$5,740	\$6,033	\$6,339	\$6,654	\$6,990	\$7,339
Technology Training Specialist	52	\$6,845	\$7,184	\$7,548	\$7,924	\$8,328	\$8,745
Wide Area Network (WAN) Specialist I	50	\$6,511	\$6,835	\$7,181	\$7,539	\$7,922	\$8,319
Wide Area Network (WAN) Specialist II	54	\$7,195	\$7,552	\$7,933	\$8,331	\$8,754	\$9,192
Wide Area Network (WAN) Specialist III	61	\$8,566	\$8,992	\$9,445	\$9,921	\$10,423	\$10,945
<b><u>NUTRITION SERVICES</u></b>							
Lead Nutrition Service Worker (Elementary)	21	\$3,142	\$3,304	\$3,471	\$3,647	\$3,828	\$4,018
Lead Nutrition Service Warehouse Del. Worker	40	\$5,067	\$5,324	\$5,592	\$5,874	\$6,167	\$6,476
Nutrition Service Production Expediter	35	\$4,470	\$4,698	\$4,935	\$5,183	\$5,439	\$5,712
Nutrition Service Worker I	20	\$3,064	\$3,222	\$3,384	\$3,557	\$3,731	\$3,917
Nutrition Service Worker II	25	\$3,478	\$3,657	\$3,842	\$4,037	\$4,233	\$4,446
Nutrition Service Worker III	33	\$4,253	\$4,468	\$4,695	\$4,931	\$5,175	\$5,434
Nutrition Services Warehouse Delivery Worker	36	\$4,585	\$4,818	\$5,060	\$5,314	\$5,578	\$5,857
Statistical Technician	44	\$5,599	\$5,883	\$6,182	\$6,490	\$6,816	\$7,158
Maintenance Technician	51	\$6,676	\$7,007	\$7,362	\$7,729	\$8,122	\$8,529
<b><u>GROUNDS</u></b>							
Grounds Equipment Operator/Mechanic	38	\$4,820	\$5,065	\$5,319	\$5,587	\$5,864	\$6,158
Grounds Maintenance Worker I	32	\$4,148	\$4,357	\$4,578	\$4,809	\$5,048	\$5,298

<b>CLASSIFICATION</b>	<b>RANGE</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b><u>GROUND</u>S - continued</b>							
Grounds Maintenance Worker II	34	\$4,360	\$4,581	\$4,813	\$5,056	\$5,305	\$5,571
Grounds Maintenance Worker III	36	\$4,585	\$4,818	\$5,060	\$5,314	\$5,578	\$5,857
Maintenance Worker-Sprinkler Systems Mech.	38	\$4,820	\$5,065	\$5,319	\$5,587	\$5,864	\$6,158
Mechanic II - Small Engine	42	\$5,326	\$5,598	\$5,879	\$6,174	\$6,483	\$6,807
Mechanic III - Small Engine/Electric Motor-Lead	45	\$5,740	\$6,033	\$6,339	\$6,654	\$6,990	\$7,339
Tree Trimmer/Grounds Maintenance	36	\$4,585	\$4,818	\$5,060	\$5,314	\$5,578	\$5,857
<b><u>INSTRUCTIONAL</u></b>							
Audio Visual Technician	33	\$4,253	\$4,468	\$4,695	\$4,931	\$5,175	\$5,434
Behavioral Support Assistant	31	\$4,044	\$4,249	\$4,465	\$4,691	\$4,922	\$5,168
Career Center Technician	34	\$4,360	\$4,581	\$4,813	\$5,056	\$5,305	\$5,571
Child Development Instructional Assistant	26	\$3,567	\$3,750	\$3,939	\$4,139	\$4,341	\$4,559
DIS Tutor	27	\$3,659	\$3,845	\$4,040	\$4,244	\$4,453	\$4,675
Educational Technology Technician	40	\$5,067	\$5,324	\$5,592	\$5,874	\$6,167	\$6,476
Health Aide	25	\$3,478	\$3,657	\$3,842	\$4,037	\$4,233	\$4,446
Instructional Assistant I	25	\$3,478	\$3,657	\$3,842	\$4,037	\$4,233	\$4,446
Instructional Assistant II/B.B.	25	\$3,478	\$3,657	\$3,842	\$4,037	\$4,233	\$4,446
Instructional Assistant II/B.B. - SE	25	\$3,478	\$3,657	\$3,842	\$4,037	\$4,233	\$4,446
Instructional Assistant II - SE (RSP/SDC)	26	\$3,567	\$3,750	\$3,939	\$4,139	\$4,341	\$4,559
Instructional Assistant III-Computer Instruction	29	\$3,847	\$4,042	\$4,247	\$4,461	\$4,681	\$4,916
Instructional Assistant III - Behavior Support	29	\$3,847	\$4,042	\$4,247	\$4,461	\$4,681	\$4,916
Instructional Materials Technician I	31	\$4,044	\$4,249	\$4,465	\$4,691	\$4,922	\$5,168
Instructional Materials Technician II	34	\$4,360	\$4,581	\$4,813	\$5,056	\$5,305	\$5,571
Instructional Materials Technician III	37	\$4,701	\$4,940	\$5,189	\$5,450	\$5,719	\$6,006
Instructional Materials Specialist	40	\$5,067	\$5,324	\$5,592	\$5,874	\$6,167	\$6,476
Instructional Technology Assistant	31	\$4,044	\$4,249	\$4,465	\$4,691	\$4,922	\$5,168
Library/Media Technician I	33	\$4,253	\$4,468	\$4,695	\$4,931	\$5,175	\$5,434
Library Technician II	35	\$4,470	\$4,698	\$4,935	\$5,183	\$5,439	\$5,712
Middle School Library Technician	35	\$4,470	\$4,698	\$4,935	\$5,183	\$5,439	\$5,712
Parents As Teachers (PAT)	25	\$3,478	\$3,657	\$3,842	\$4,037	\$4,233	\$4,446
ROP Food Service Aide	25	\$3,478	\$3,657	\$3,842	\$4,037	\$4,233	\$4,446
Secondary Bilingual Tutor	27	\$3,659	\$3,845	\$4,040	\$4,244	\$4,453	\$4,675
Special Educ. Child Development Inst. Asst.	29	\$3,847	\$4,042	\$4,247	\$4,461	\$4,681	\$4,916
Special Services Assistant	27	\$3,659	\$3,845	\$4,040	\$4,244	\$4,453	\$4,675
<b><u>MAINTENANCE &amp; OPERATIONS</u></b>							
A.C./Heating Ventilating Tech.	44	\$5,599	\$5,883	\$6,182	\$6,490	\$6,816	\$7,158
Carpenter - Cabinetmaker	44	\$5,599	\$5,883	\$6,182	\$6,490	\$6,816	\$7,158
Electrician	44	\$5,599	\$5,883	\$6,182	\$6,490	\$6,816	\$7,158
Electronics Technician I	42	\$5,326	\$5,598	\$5,879	\$6,174	\$6,483	\$6,807
Electronics Technician II (A)	47	\$6,036	\$6,342	\$6,662	\$6,995	\$7,346	\$7,713
Electronics Technician II (B)	44	\$5,599	\$5,883	\$6,182	\$6,490	\$6,816	\$7,158
Electronics Technician III	50	\$6,511	\$6,835	\$7,181	\$7,539	\$7,922	\$8,319
Maintenance Helper	34	\$4,360	\$4,581	\$4,813	\$5,056	\$5,305	\$5,571
Maintenance III - Carpenter	44	\$5,599	\$5,883	\$6,182	\$6,490	\$6,816	\$7,158
Maintenance III - Carpenter/Inspector	46	\$5,886	\$6,186	\$6,499	\$6,823	\$7,165	\$7,524
Maintenance III - Floor Covering Mechanic	44	\$5,599	\$5,883	\$6,182	\$6,490	\$6,816	\$7,158
Maintenance III - Locksmith	44	\$5,599	\$5,883	\$6,182	\$6,490	\$6,816	\$7,158
Maintenance III - Painter	44	\$5,599	\$5,883	\$6,182	\$6,490	\$6,816	\$7,158

<b>CLASSIFICATION</b>	<b>RANGE</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b><u>MAINTENANCE &amp; OPERATIONS - continued</u></b>							
Maintenance III - Plumber	44	\$5,599	\$5,883	\$6,182	\$6,490	\$6,816	\$7,158
Maintenance III - Welder	44	\$5,599	\$5,883	\$6,182	\$6,490	\$6,816	\$7,158
Maintenance Support Specialist I	33	\$4,253	\$4,468	\$4,695	\$4,931	\$5,175	\$5,434
Maintenance Support Specialist II	35	\$4,470	\$4,698	\$4,935	\$5,183	\$5,439	\$5,712
Maintenance Worker I	36	\$4,585	\$4,818	\$5,060	\$5,314	\$5,578	\$5,857
Maintenance Worker II	39	\$4,942	\$5,194	\$5,455	\$5,728	\$6,013	\$6,316
Maintenance Worker III	41	\$5,196	\$5,458	\$5,735	\$6,022	\$6,323	\$6,640
Maintenance Worker/Fire Extinguisher Tech.	42	\$5,326	\$5,598	\$5,879	\$6,174	\$6,483	\$6,807
Safety Control Dispatcher I	35	\$4,470	\$4,698	\$4,935	\$5,183	\$5,439	\$5,712
Safety Control Dispatcher II	37	\$4,701	\$4,940	\$5,189	\$5,450	\$5,719	\$6,006
Security/Surveillance System Technician	50	\$6,511	\$6,835	\$7,181	\$7,539	\$7,922	\$8,319
<b><u>PUBLICATIONS</u></b>							
Reprographic Bindery Equipment Operator	32	\$4,148	\$4,357	\$4,578	\$4,809	\$5,048	\$5,298
Reprographic Equipment Operator	35	\$4,470	\$4,698	\$4,935	\$5,183	\$5,439	\$5,712
Reprographic Services Technician	39	\$4,942	\$5,194	\$5,455	\$5,728	\$6,013	\$6,316
<b><u>PURCHASING</u></b>							
Lead Buyer	44	\$5,599	\$5,883	\$6,182	\$6,490	\$6,816	\$7,158
Buyer	40	\$5,067	\$5,324	\$5,592	\$5,874	\$6,167	\$6,476
Purchasing Assistant	37	\$4,701	\$4,940	\$5,189	\$5,450	\$5,719	\$6,006
Purchasing Clerk II	34	\$4,360	\$4,581	\$4,813	\$5,056	\$5,305	\$5,571
Purchasing Clerk III	36	\$4,585	\$4,818	\$5,060	\$5,314	\$5,578	\$5,857
<b><u>STUDENT SUPERVISION</u></b>							
Athletic Trainer	42	\$5,326	\$5,598	\$5,879	\$6,174	\$6,483	\$6,807
Safety Intervention Officer I	36	\$4,585	\$4,818	\$5,060	\$5,314	\$5,578	\$5,857
Safety Intervention Officer II/District Patrol	37	\$4,701	\$4,940	\$5,189	\$5,450	\$5,719	\$6,006
Safety Intervention Officer III (Lead)	38	\$4,820	\$5,065	\$5,319	\$5,587	\$5,864	\$6,158
Campus Supervisor	33	\$4,253	\$4,468	\$4,695	\$4,931	\$5,175	\$5,434
Emergency Operations Specialist	49	\$6,349	\$6,666	\$7,004	\$7,353	\$7,727	\$8,114
Lifeguard/Instructional Assistant	25	\$3,478	\$3,657	\$3,842	\$4,037	\$4,233	\$4,446
Locker Room Attendant	25	\$3,478	\$3,657	\$3,842	\$4,037	\$4,233	\$4,446
Safety Interv. & Comm. Engagement Spec.	49	\$6,349	\$6,666	\$7,004	\$7,353	\$7,727	\$8,114
<b><u>TRANSPORTATION</u></b>							
Bus Driver	34	\$4,360	\$4,581	\$4,813	\$5,056	\$5,305	\$5,571
Bus Driver Trainer	40	\$5,067	\$5,324	\$5,592	\$5,874	\$6,167	\$6,476
Dispatcher	38	\$4,820	\$5,065	\$5,319	\$5,587	\$5,864	\$6,158
Mechanic II - Automotive/Small Engine	42	\$5,326	\$5,598	\$5,879	\$6,174	\$6,483	\$6,807
Mechanic III - Heavy Duty	44	\$5,599	\$5,883	\$6,182	\$6,490	\$6,816	\$7,158
Senior Mechanic-Heavy Duty	50	\$6,511	\$6,835	\$7,181	\$7,539	\$7,922	\$8,319
Placement/Transportation Technician	39	\$4,942	\$5,194	\$5,455	\$5,728	\$6,013	\$6,316
Transportation/Garage Support Assistant	35	\$4,470	\$4,698	\$4,935	\$5,183	\$5,439	\$5,712
Transportation Support Technician	45	\$5,740	\$6,033	\$6,339	\$6,654	\$6,990	\$7,339
<b><u>WAREHOUSE</u></b>							
Lead Warehouse/Support Services Worker	40	\$5,067	\$5,324	\$5,592	\$5,874	\$6,167	\$6,476
Mail/Delivery Clerk	31	\$4,044	\$4,249	\$4,465	\$4,691	\$4,922	\$5,168
Mail Room Specialist	40	\$5,067	\$5,324	\$5,592	\$5,874	\$6,167	\$6,476
Warehouse/Delivery Worker	32	\$4,148	\$4,357	\$4,578	\$4,809	\$5,048	\$5,298
Warehouse/Delivery Worker I	34	\$4,360	\$4,581	\$4,813	\$5,056	\$5,305	\$5,571
Warehouse/Delivery Worker II	37	\$4,701	\$4,940	\$5,189	\$5,450	\$5,719	\$6,006
Warehouse/Delivery Worker III	38	\$4,820	\$5,065	\$5,319	\$5,587	\$5,864	\$6,158
Warehouse/Support Services Worker	36	\$4,585	\$4,818	\$5,060	\$5,314	\$5,578	\$5,857



**RIALTO UNIFIED SCHOOL DISTRICT  
SCHEDULE OF MONTHLY SALARY RANGES**

<b>RANGE NUMBER</b>	<b>A FIRST</b>	<b>B SECOND</b>	<b>C THIRD</b>	<b>D FOURTH</b>	<b>E FIFTH</b>	<b>F SIXTH</b>
11	\$2,438	\$2,563	\$2,692	\$2,831	\$2,972	\$3,120
12	\$2,500	\$2,629	\$2,761	\$2,904	\$3,048	\$3,200
13	\$2,565	\$2,697	\$2,831	\$2,979	\$3,127	\$3,283
14	\$2,631	\$2,767	\$2,904	\$3,055	\$3,209	\$3,369
15	\$2,699	\$2,838	\$2,979	\$3,134	\$3,290	\$3,456
16	\$2,768	\$2,909	\$3,055	\$3,214	\$3,374	\$3,543
17	\$2,840	\$2,984	\$3,134	\$3,296	\$3,459	\$3,633
18	\$2,913	\$3,061	\$3,216	\$3,381	\$3,546	\$3,725
19	\$2,988	\$3,141	\$3,299	\$3,468	\$3,638	\$3,819
20	\$3,064	\$3,222	\$3,384	\$3,557	\$3,731	\$3,917
21	\$3,142	\$3,304	\$3,471	\$3,647	\$3,828	\$4,018
22	\$3,224	\$3,390	\$3,560	\$3,739	\$3,925	\$4,122
23	\$3,306	\$3,477	\$3,652	\$3,837	\$4,026	\$4,228
24	\$3,391	\$3,565	\$3,746	\$3,936	\$4,129	\$4,336
25	\$3,478	\$3,657	\$3,842	\$4,037	\$4,233	\$4,446
26	\$3,567	\$3,750	\$3,939	\$4,139	\$4,341	\$4,559
27	\$3,659	\$3,845	\$4,040	\$4,244	\$4,453	\$4,675
28	\$3,751	\$3,943	\$4,143	\$4,352	\$4,566	\$4,794
29	\$3,847	\$4,042	\$4,247	\$4,461	\$4,681	\$4,916
30	\$3,945	\$4,145	\$4,355	\$4,574	\$4,801	\$5,041
31	\$4,044	\$4,249	\$4,465	\$4,691	\$4,922	\$5,168
32	\$4,148	\$4,357	\$4,578	\$4,809	\$5,048	\$5,298
33	\$4,253	\$4,468	\$4,695	\$4,931	\$5,175	\$5,434
34	\$4,360	\$4,581	\$4,813	\$5,056	\$5,305	\$5,571
35	\$4,470	\$4,698	\$4,935	\$5,183	\$5,439	\$5,712
36	\$4,585	\$4,818	\$5,060	\$5,314	\$5,578	\$5,857
37	\$4,701	\$4,940	\$5,189	\$5,450	\$5,719	\$6,006
38	\$4,820	\$5,065	\$5,319	\$5,587	\$5,864	\$6,158
39	\$4,942	\$5,194	\$5,455	\$5,728	\$6,013	\$6,316
40	\$5,067	\$5,324	\$5,592	\$5,874	\$6,167	\$6,476

**RIALTO UNIFIED SCHOOL DISTRICT  
SCHEDULE OF MONTHLY SALARY RANGES**

<b>RANGE NUMBER</b>	<b>A FIRST</b>	<b>B SECOND</b>	<b>C THIRD</b>	<b>D FOURTH</b>	<b>E FIFTH</b>	<b>F SIXTH</b>
41	\$5,196	\$5,458	\$5,735	\$6,022	\$6,323	\$6,640
42	\$5,326	\$5,598	\$5,879	\$6,174	\$6,483	\$6,807
43	\$5,460	\$5,739	\$6,029	\$6,330	\$6,647	\$6,979
44	\$5,599	\$5,883	\$6,182	\$6,490	\$6,816	\$7,158
45	\$5,740	\$6,033	\$6,339	\$6,654	\$6,990	\$7,339
46	\$5,886	\$6,186	\$6,499	\$6,823	\$7,165	\$7,524
47	\$6,036	\$6,342	\$6,662	\$6,995	\$7,346	\$7,713
48	\$6,193	\$6,502	\$6,831	\$7,171	\$7,536	\$7,912
49	\$6,349	\$6,666	\$7,004	\$7,353	\$7,727	\$8,114
50	\$6,511	\$6,835	\$7,181	\$7,539	\$7,922	\$8,319
51	\$6,676	\$7,007	\$7,362	\$7,729	\$8,122	\$8,529
52	\$6,845	\$7,184	\$7,548	\$7,924	\$8,328	\$8,745
53	\$7,017	\$7,365	\$7,738	\$8,126	\$8,538	\$8,966
54	\$7,195	\$7,552	\$7,933	\$8,331	\$8,754	\$9,192
55	\$7,376	\$7,743	\$8,133	\$8,542	\$8,975	\$9,424
56	\$7,562	\$7,938	\$8,338	\$8,757	\$9,201	\$9,662
57	\$7,753	\$8,138	\$8,549	\$8,978	\$9,433	\$9,906
58	\$7,948	\$8,343	\$8,764	\$9,206	\$9,671	\$10,155
59	\$8,150	\$8,554	\$8,985	\$9,438	\$9,916	\$10,410
60	\$8,355	\$8,770	\$9,212	\$9,676	\$10,167	\$10,675
61	\$8,566	\$8,992	\$9,445	\$9,921	\$10,423	\$10,945
62	\$8,782	\$9,219	\$9,685	\$10,172	\$10,685	\$11,220
63	\$9,003	\$9,453	\$9,928	\$10,428	\$10,955	\$11,503
64	\$9,231	\$9,692	\$10,179	\$10,691	\$11,232	\$11,794
65	\$9,464	\$9,937	\$10,435	\$10,960	\$11,515	\$12,091
66	\$9,702	\$10,188	\$10,699	\$11,237	\$11,806	\$12,396
67	\$9,948	\$10,445	\$10,969	\$11,521	\$12,103	\$12,709
68	\$10,198	\$10,708	\$11,246	\$11,811	\$12,408	\$13,029
69	\$10,456	\$10,978	\$11,529	\$12,109	\$12,721	\$13,358
70	\$10,720	\$11,254	\$11,820	\$12,413	\$13,041	\$13,694

**RIALTO UNIFIED SCHOOL DISTRICT  
SCHEDULE OF HOURLY SALARY RANGES**

<b>RANGE NUMBER</b>	<b>A FIRST</b>	<b>B SECOND</b>	<b>C THIRD</b>	<b>D FOURTH</b>	<b>E FIFTH</b>	<b>F SIXTH</b>
11	\$14.01	\$14.73	\$15.47	\$16.27	\$17.08	\$17.93
12	\$14.37	\$15.11	\$15.87	\$16.69	\$17.52	\$18.39
13	\$14.74	\$15.50	\$16.27	\$17.12	\$17.97	\$18.87
14	\$15.12	\$15.90	\$16.69	\$17.56	\$18.44	\$19.36
15	\$15.51	\$16.31	\$17.12	\$18.01	\$18.91	\$19.86
16	\$15.91	\$16.72	\$17.56	\$18.47	\$19.39	\$20.36
17	\$16.32	\$17.15	\$18.01	\$18.94	\$19.88	\$20.88
18	\$16.74	\$17.59	\$18.48	\$19.43	\$20.38	\$21.41
19	\$17.17	\$18.05	\$18.96	\$19.93	\$20.91	\$21.95
20	\$17.61	\$18.52	\$19.45	\$20.44	\$21.44	\$22.51
21	\$18.06	\$18.99	\$19.95	\$20.96	\$22.00	\$23.09
22	\$18.53	\$19.48	\$20.46	\$21.49	\$22.56	\$23.69
23	\$19.00	\$19.98	\$20.99	\$22.05	\$23.14	\$24.30
24	\$19.49	\$20.49	\$21.53	\$22.62	\$23.73	\$24.92
25	\$19.99	\$21.02	\$22.08	\$23.20	\$24.33	\$25.55
26	\$20.50	\$21.55	\$22.64	\$23.79	\$24.95	\$26.20
27	\$21.03	\$22.10	\$23.22	\$24.39	\$25.59	\$26.87
28	\$21.56	\$22.66	\$23.81	\$25.01	\$26.24	\$27.55
29	\$22.11	\$23.23	\$24.41	\$25.64	\$26.90	\$28.25
30	\$22.67	\$23.82	\$25.03	\$26.29	\$27.59	\$28.97
31	\$23.24	\$24.42	\$25.66	\$26.96	\$28.29	\$29.70
32	\$23.84	\$25.04	\$26.31	\$27.64	\$29.01	\$30.45
33	\$24.44	\$25.68	\$26.98	\$28.34	\$29.74	\$31.23
34	\$25.06	\$26.33	\$27.66	\$29.06	\$30.49	\$32.02
35	\$25.69	\$27.00	\$28.36	\$29.79	\$31.26	\$32.83
36	\$26.35	\$27.69	\$29.08	\$30.54	\$32.06	\$33.66
37	\$27.02	\$28.39	\$29.82	\$31.32	\$32.87	\$34.52
38	\$27.70	\$29.11	\$30.57	\$32.11	\$33.70	\$35.39
39	\$28.40	\$29.85	\$31.35	\$32.92	\$34.56	\$36.30
40	\$29.12	\$30.60	\$32.14	\$33.76	\$35.44	\$37.22

**RIALTO UNIFIED SCHOOL DISTRICT  
SCHEDULE OF HOURLY SALARY RANGES**

<b>RANGE NUMBER</b>	<b>A FIRST</b>	<b>B SECOND</b>	<b>C THIRD</b>	<b>D FOURTH</b>	<b>E FIFTH</b>	<b>F SIXTH</b>
41	\$29.86	\$31.37	\$32.96	\$34.61	\$36.34	\$38.16
42	\$30.61	\$32.17	\$33.79	\$35.48	\$37.26	\$39.12
43	\$31.38	\$32.98	\$34.65	\$36.38	\$38.20	\$40.11
44	\$32.18	\$33.81	\$35.53	\$37.30	\$39.17	\$41.14
45	\$32.99	\$34.67	\$36.43	\$38.24	\$40.17	\$42.18
46	\$33.83	\$35.55	\$37.35	\$39.21	\$41.18	\$43.24
47	\$34.69	\$36.45	\$38.29	\$40.20	\$42.22	\$44.33
48	\$35.59	\$37.37	\$39.26	\$41.21	\$43.31	\$45.47
49	\$36.49	\$38.31	\$40.25	\$42.26	\$44.41	\$46.63
50	\$37.42	\$39.28	\$41.27	\$43.33	\$45.53	\$47.81
51	\$38.37	\$40.27	\$42.31	\$44.42	\$46.68	\$49.02
52	\$39.34	\$41.29	\$43.38	\$45.54	\$47.86	\$50.26
53	\$40.33	\$42.33	\$44.47	\$46.70	\$49.07	\$51.53
54	\$41.35	\$43.40	\$45.59	\$47.88	\$50.31	\$52.83
55	\$42.39	\$44.50	\$46.74	\$49.09	\$51.58	\$54.16
56	\$43.46	\$45.62	\$47.92	\$50.33	\$52.88	\$55.53
57	\$44.56	\$46.77	\$49.13	\$51.60	\$54.21	\$56.93
58	\$45.68	\$47.95	\$50.37	\$52.91	\$55.58	\$58.36
59	\$46.84	\$49.16	\$51.64	\$54.24	\$56.99	\$59.83
60	\$48.02	\$50.40	\$52.94	\$55.61	\$58.43	\$61.35
61	\$49.23	\$51.68	\$54.28	\$57.02	\$59.90	\$62.90
62	\$50.47	\$52.98	\$55.66	\$58.46	\$61.41	\$64.48
63	\$51.74	\$54.33	\$57.08	\$59.93	\$62.96	\$66.11
64	\$53.05	\$55.70	\$58.50	\$61.44	\$64.55	\$67.78
65	\$54.39	\$57.11	\$59.97	\$62.99	\$66.18	\$69.49
66	\$55.76	\$58.55	\$61.49	\$64.58	\$67.85	\$71.24
67	\$57.17	\$60.03	\$63.04	\$66.21	\$69.56	\$73.04
68	\$58.61	\$61.54	\$64.63	\$67.88	\$71.31	\$74.88
69	\$60.09	\$63.09	\$66.26	\$69.59	\$73.11	\$76.77
70	\$61.61	\$64.68	\$67.93	\$71.34	\$74.95	\$78.70

## RIALTO UNIFIED SCHOOL DISTRICT Classified Employee Evaluation

Name of Employee:	Position:	Date:
Site/Service Area:	Evaluation Period From:	To:
Reason for Review: <input type="checkbox"/> Annual	<input type="checkbox"/> Probationary	<input type="checkbox"/> Promotional Probation

AREAS OF REVIEW	Exceeds Expectations	Meets Expectations	Needs Improvement	Unsatisfactory
1. <b>Quality of Work</b> – Work is accurate, thorough, neat and completed in a timely manner.				
2. <b>Quantity of Work</b> – Effectively produces work in accordance with job description and the district needs.				
3. <b>Job Knowledge</b> – Demonstrates knowledge of job duties.				
4. <b>Dependability</b> – Demonstrates reliability in job performance, requiring minimal direction.				
5. <b>Flexibility &amp; Adaptability</b> – Learns new tasks and assignments willingly. Handles situations appropriately and effectively as they arise.				
6. <b>Initiative</b> – Ability to access and initiate things independently. Involved in solving problems and offering constructive solutions.				
7. <b>Judgment and Decision making</b> – Uses good judgment and makes appropriate decisions.				
8. <b>Organization</b> – Tasks are organized, prioritized, and planned out. Materials, equipment and work area are clean, organized and ready.				
9. <b>Care and Operation of Equipment</b> – Properly maintains and operates equipment.				
10. <b>Safety</b> – Follows safety guidelines. Maintains and promotes a safe work environment.				
11. <b>Compliance</b> – Demonstrates adequate knowledge and adheres to district-procedures and regulations including appropriate recordkeeping and documentation.				
12. <b>Attendance</b> – Attends work regularly and reports absences and leaves properly. Complies with District policies and procedures.				
13. <b>Punctuality</b> – Arrives to work on time and adheres to the work schedule.				
14. <b>Appearance</b> – Appearance and attire is professional and appropriate for the workplace and job responsibilities.				
15. <b>Professionalism</b> – Maintains effective working relationships. Represents district and board values in relationships, communication, and professional with all educational partners.				





**RIALTO UNIFIED SCHOOL DISTRICT**

**Classified Staff  
ASSISTANCE PLAN**

Name of Evaluatee: \_\_\_\_\_ Date: \_\_\_\_\_ School Year: \_\_\_\_\_

Status: Probationary  Permanent  (check one)

Site: \_\_\_\_\_ Position: \_\_\_\_\_

A. Area(s) in need of improvement:

B. Growth Goal(s):

C. Implementation Plan (List specific actions to be taken by Evaluator and Evaluatee):

D. Assistance needed to support Goal(s) and Plan:

E. Expectations for Satisfactory performance:

F. Methods of obtaining Data:

Evaluatee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_ Evaluator Signature: \_\_\_\_\_

Evaluator Title: \_\_\_\_\_ Date: \_\_\_\_\_



**RIALTO UNIFIED SCHOOL DISTRICT**

**CLASSIFIED EVALUATION RUBRIC**

Skill, Ability, Knowledge Area	Exceeds Expectations	Meets Expectations	Needs Improvement	Unsatisfactory
<b>1. Quality of Work/Efficiency</b>	Produces accurate, neat and effective product. Suggests innovative ideas to improve efficiency or streamline processes.	Produces accurate, neat and effective product.	Occasionally does not produce accurate, neat and effective product.	Does not produce accurate, neat and effective product on a regular basis.
<b>2. Quantity of Work</b>	Consistently produces high volume of work in a very timely manner.	Produces satisfactory volume of work in a timely manner.	Does not consistently produce a satisfactory volume of work in a timely manner.	Unable to produce acceptable quantity of work in a timely manner.
<b>3. Job Knowledge</b>	Has high level of experience and skill and continues further training	Blends training/skill/ experience	Job knowledge is improving but still has room to grow.	Demonstrates limited knowledge of job.
<b>4. Dependability</b>	Handles details; accomplishes goals and meets deadlines without supervision	Follows through and accomplishes goals; handles details with limited supervision; meets deadlines.	Sometimes follows through and is working towards goals; requires some supervision; occasionally meets deadlines.	Rarely follows through or accomplishes goals; requires constant supervision.
<b>5. Flexibility &amp; Adaptability</b>	Is extremely open and responsive and adjusts very well to change; strong participation in the change process; provides feedback and often initiates new ideas in response to change.	Is open and responsive; accepts change well; participates in the change process; provides feedback.	Has a hard time with change; occasionally participates in the change process; can improve on feedback	Is not open or responsive to change; resists or is defensive of new ideas.
<b>6. Initiative</b>	Is extremely resourceful; consistently anticipates needs and seeks self-improvement; is highly motivated and interested in job and work; regularly suggests new ideas for improvement.	Is resourceful; anticipates needs; is concerned about self-improvement; is motivated and interested in job and work; suggests new ideas for improvement.	Is occasionally motivated; needs to be told what to do at times; may suggest new ideas for improvement.	Is not motivated; consistently has to be told what to do; is not concerned about self-improvement; does not appear to be interested in job/work.
<b>7. Judgment &amp; Decision Making</b>	Takes initiative in resolving problems and evaluates all options in making decision.	Understands and resolves problems; able to weigh options and make reasonable and appropriate decisions.	Needs assistance resolving problems/issues; occasionally makes decisions but needs some improvement in this area.	Unable to understand and resolve problems; unable to make decisions.
<b>8. Organization</b>	Is extremely organized, always plans ahead and is very proactive in prioritizing work; is extremely efficient in accomplishing goals and tasks.	Orderly, follows logical and efficient processes and procedures.	Becomes unorganized at times; is still learning processes and procedures.	Is unorganized, unable to plan and prioritize work.
<b>9. Care &amp; Operation of Equipment</b>	Always maintains and operates equipment	Maintains and operates equipment effectively	Occasionally maintains equipment; needs improvement handling/using equipment.	Rarely maintains equipment and operates in a safe manner
<b>10. Safety</b>	Adheres strictly to appropriate safety/injury prevention measures; practices good housekeeping; keeps work area neat; takes care of equipment.	Observes appropriate safety/injury prevention measures; practices good housekeeping; keeps work area neat; takes care of equipment.	Occasionally observes appropriate safety/injury prevention measures; Needs improvement in keeping work area neat and taking care of equipment.	Does not always observe appropriate safety/injury prevention measures; does not practice good housekeeping; does not keep work area neat; does not take care of equipment.
<b>11. Compliance</b>	Has strong understanding and adheres strictly to district and site policies, rules, procedures.	Understands and/or follows district and site policies, rules, and procedures.	Sometimes follows District and site/service areas policies, rules and procedures.	Does not understand and/or follow District and site/service area policies, rules, and procedures.
<b>12. Attendance</b>	Exceptionally reliable; is rarely absent or late. Makes exceptional effort to be present. Uses less than half the number of days/hours earned per year.	Uses no more than the number of days/hours earned per year.	Uses more than the number of days/hours of leave earned per year.	Excessively uses more than the number of days/hours of leave earned per year.
<b>13. Punctuality</b>		Always arrives to work on time; is prompt to assignment.	Occasionally arrives late to work or assignment.	Routinely arrives late to work or assignment.
<b>14. Appearance</b>		Appropriately dressed for work; is tidy and well groomed.	Occasionally dresses inappropriately for work; appears untidy and unkept at times.	Inappropriately dresses for work; is untidy and unkept on a regular basis.
<b>15. Professionalism</b>	Relates exceptionally well with others; modifies approach to individuals; achieves willing cooperation.	Pleasant manner with others; willingly participates in team-working situations. Understands and observes confidentiality within their job responsibilities.	Needs to improve relationships with fellow colleagues, parents and staff. Occasionally becomes frustrated when dealing with people. Needs to improve confidentiality within the scope of their job.	Cannot relate to others; tends to ignore, be inconsistent, or overacts to problem situations. Demonstrates anger and confrontational attitude towards others. Does not maintain confidentiality within the scope of their job.

## Board Policy

### Dismissal/Suspension/Disciplinary Action

BP 4218

#### Personnel

##### Termination of Probationary Employment

At any time prior to the expiration of the probationary period, the Superintendent or designee may, at his/her discretion, dismiss a probationary classified employee from District employment. A probationary employee shall not be entitled to a hearing.

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

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

#### 1. Causes

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

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

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

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

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

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

## 2. Initiation and Notification of Charges

The Superintendent or designee may initiate a personnel action as defined herein against a permanent classified employee.

In all cases involving a personnel action, the person initiating the action shall file a written recommendation of personnel action with the Board. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address. The recommendation shall include:

- a. A statement of the nature of the personnel action (suspension without pay, demotion, reduction of pay step in class, or dismissal)

- b. A statement of the cause or causes for the personnel action, as set forth above
  - c. A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the District is alleged, the rule, policy, or regulation violated shall be stated in the recommendation.
  - d. A statement of the employee's right to appeal the recommendation and the manner and time within which the appeal must be filed
  - e. A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.
3. Employment Status Pending Appeal or Waiver

Except as provided herein, any employee against whom a recommendation of personnel action has been issued shall remain on active duty status and responsible for fulfilling the duties of the position pending his/her appeal or waiver thereof.

If the Superintendent or designee determines that a permanent classified employee should be dismissed and that his/her continuing in active duty status would present an unreasonable risk of harm to students, staff, or property while proceedings are pending, the Superintendent or designee may order the employee immediately suspended from duty without pay in conjunction with the recommendation of personnel action. This suspension order shall be in writing and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after issuance. Except in cases of emergency when the employee must be removed from the premises immediately, the Superintendent or designee shall give the employee written notice of the proposed recommendation of dismissal at least five calendar days before the effective date of any order of suspension issued in conjunction with a recommendation involving dismissal. This notice shall state that immediate suspension without pay is being considered, the reasons for the proposed dismissal and proposed immediate suspension without pay, materials upon which the proposed action is based, and the employee's right to respond to the Superintendent or designee orally or in writing before the final recommendation and order are issued.

4. Time Limit of Suspension

Except for a suspension imposed under #3 above, any suspension invoked under these rules against any one person for one or more periods shall not aggregate more than 90 calendar days in any 12-month period; however, this time limitation shall not apply to cases in which a personnel action of dismissal is modified by the Board to a suspension.

5. Right to Appeal

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

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

6. Amended/Supplemental Charges

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

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

7. Hearing Procedures

- a. The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board or hearing officer and the availability of counsel and witnesses. The parties shall be notified of the time and place of the hearing. The employee shall be entitled to appear personally, produce evidence, and have counsel. The employee shall be entitled to a public hearing if he/she demands it when the Board is hearing the appeal. The complainant may also be represented by counsel. The procedure entitled "Administrative Adjudication" commencing with Government Code 11500 shall not apply to any such hearing before the Board or a hearing officer. Neither the Board nor a hearing officer shall be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the Board.
- b. All hearings shall be heard by a hearing officer (who shall be an attorney licensed in the State of California) except in those cases where the Board determines to hear the appeal itself. In any case in which the Board hears the appeal, the Board may use the services of its counsel or a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law. If the appeal is heard by the Board, the Board shall affirm, modify or revoke the recommended personnel action.
- c. If the appeal is heard by a hearing officer, he/she shall prepare a proposed decision in a form that may be adopted by the Board as the decision in the case. A copy of the proposed decision shall be received and filed by the Board and furnished to each party within ten days after the proposed decision is filed by the Board. The Board may:
  - (1) Adopt the proposed decision in its entirety
  - (2) Reduce the personnel action set forth in the proposed decision and adopt the balance of the proposed decision
  - (3) Reject a proposed reduction in personnel action, approve the personnel action sought by the complainant or any lesser penalty, and adopt the balance of the proposed decision
  - (4) Reject the proposed decision in its entirety
- d. If the Board rejects the proposed decision in its entirety, each party shall be notified of such action and the Board may decide the case upon the record including the transcript, with or without the taking of additional evidence, or may refer the case to the same or another hearing officer to take additional evidence. If the case is so assigned to a hearing officer, he/she shall prepare a proposed decision, as provided in item "c" above, upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of this proposed decision shall be furnished to each party within 10 days after the proposed decision is filed by the Board.

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

8. Hearing Decision

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

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

9. Compulsory Dismissal

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

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

10. Extension of Compulsory Leave

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

Legal Reference:

EDUCATION CODE

- 35161 Delegation of powers and duties
- 44009 Conviction of specified crimes
- 44010 Sex offense
- 44011 "Controlled substance offense" defined
- 44940 Leave of absence; employee charged with mandatory or optional leave of absence offense
- 44940.5 Compulsory leave of absence; procedures; extension; compensation; bond or security; reports
- 45101 Definitions (including "disciplinary action," "cause")
- 45109 Fixing of duties
- 45113 Rules and regulations for classified service in districts not incorporating the merit system
- 45123 Employment after conviction of sex or narcotics offense
- 45302 Demotion and removal from permanent classified service
- 45303 Additional cause for suspension or dismissal of employees in classified service
- 45304 Suspension for reasonable cause; filing of charges; employee charged with mandatory or optional leave of absence offense

VEHICLE CODE

1808.8 School bus drivers; dismissal for safety-related cause

UNITED STATES CODE, TITLE 42

12101 -12213 Americans With Disabilities Act

COURT DECISIONS

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

CSEA v. Foothill Community College District, 52 Cal. App. 3rd 150, 155-156, 124 Cal. Rptr 830 (1975)

Policy adopted: November 10, 2010

RIALTO UNIFIED SCHOOL DISTRICT



**BASIC LIST OF APPROVED COURSES FOR PROFESSIONAL GROWTH**

- a. General courses approved for all employees:
1. Advanced First Aid
  2. American Government
  3. Basic English/English Composition
  4. Basic Mathematics
  5. Child Development
  6. Communications/Speech
  7. C.P.R.
  8. Disaster and Emergency Preparedness
  9. Ecology
  10. Elements of Supervision/English/Business English
  11. Energy Conservation
  12. Fire Prevention
  13. First Aid
  14. Health Science, including any Health course
  15. History, Culture and Current Problems of Minorities
  16. Human Relations
  17. Improvement of Spelling and Vocabulary
  18. Improvement of Writing
  19. Introduction to computers
  20. Juvenile Justice
  21. Leadership and Teamwork
  22. Personal and Social Adjustments
  23. Perspectives on Gender
  24. Philosophy (critical thinking)
  25. Principles of Leadership
  26. Political Science
  27. Psychology, including cross-cultural psychology, behavior modification, drugs and behavior
  28. Physical Fitness/PE
  29. Public Relations
  30. Public Speaking/Speech
  31. Racial and Ethnic Relations
  32. Reading
  33. Safety
  34. Science
  35. School Law
  36. Self Defense, including Assault Response Training
  37. Sociology/Anthropology, including perspectives on crime and deviance, cross-cultural
  38. Spanish/foreign language
  39. Time Management (included in orientation class at CSUSB, SB Valley and Chaffey)
- b. Additional courses approved for Secretarial/Clerical/Accounting/Purchasing and Mail Services positions:
1. Advance accounting
  2. Auditing
  3. Bilingual Interpretation
  4. Bookkeeping
  5. Business English
  6. Business Law
  7. Business Machines

8. Child Development (for those working toward the certification/permit)
  9. Data Processing
  10. Dictation and Transcription
  11. Filing
  12. Graphic Art and Reproduction
  13. Introduction to Business
  14. Introduction to Computers
  15. Key punch
  16. Office Management
  17. Office Practices and Skills
  18. Office Procedures
  19. PBX Operations
  20. Principles of Accounting
  21. Principles of Economics
  22. Radio Communications
  23. Secretarial Training
  24. Shorthand and Shorthand Review
  25. Sign Language
  26. Statistical Math
  27. Typing
  28. Word Processing
- c. Additional courses approved for **Community Attendance Workers/Relations Aides** positions:
1. Child Growth and Development
  2. Psychology and Middle Childhood
  3. Clerical Practices/Record Keeping
  4. Public Relations
- d. Additional courses approved for **Custodial** positions:
1. Blueprint reading
  2. Building maintenance
  3. Custodial engineering
  4. Custodial materials
  5. Equipment operation
  6. Fire protection equipment
  7. Fundamentals of electricity
  8. Mechanics
  9. Pest control
  10. Plumbing
- e. Additional courses approved for **Information Systems** positions:
1. Basic Program Design
  2. Business Data Processing
  3. Computer Programming
  4. Computer Science
  5. Computerized Accounting
  6. Data Processing Management
  7. Philosophy (SBVC course in Logic)
  8. Statistical Math
  9. Systems Management and Control
  10. Math (CSUSB word problems)

- f. Additional courses approved for **Nutrition Services** positions:
1. Beginning Food Preparation
  2. Cafeteria Food Services
  3. Catering
  4. Cost Accounting and Record Keeping
  5. Food and Nutrition
  6. Food Equipment
  7. Food Preparation
  8. Food Purchasing
  9. Food Service Management/Supervision
  10. Fundamentals of Baking
  11. Meat, Fish, and Poultry
  12. Menu Planning
  13. Orientation to School Food Services
  14. Quality Food
  15. Quantity Food Preparation
  16. Sanitation and Safety
- g. Additional courses approved for **Grounds Maintenance** positions:
1. Agriculture
  2. Agronomy
  3. Blueprint Reading
  4. Automatic controls
  5. Circuits and Systems
  6. Equipment Operation and Maintenance
  7. Fundamental of Electricity
  8. horticulture and Landscaping
  9. Irrigation and Sprinkler Systems
  10. Landscape Gardening
  11. Landscape Management
  12. Organic Gardening
  13. Pest Control
  14. Plant Identification
  15. Plumbing and Pipe Fitting
  16. Small Engine Repair
  17. Soils
  18. Sprinkler Systems
  19. Turf grass Maintenance
- h. Additional courses approved for **Health Aide** positions:
1. Chemistry
  2. Microbiology
  3. Nursing courses
- i. Additional courses approved for **Instructional Assistant** positions:
1. Art
  2. American Literature
  3. Audio-visual Equipment and Materials
  4. Braille
  5. Chemistry (secondary instructional assistants)
  6. Child Growth and Development
  7. Child Psychology
  8. Classroom Procedures for Instructional Assistants

9. Creative Activities
10. Creative Experiences for Children
11. Elementary School Games and Rhymes
12. The English Language (linguistics)
13. Geography
14. Helping Children Succeed in School
15. History
16. Individualized Instruction and Tutoring Skills
17. Instructional Assistant /Child Development Work Experience
18. Instructional Materials and Equipment
19. Introduction to Aide Instruction
20. Introduction to Education
21. Introduction to Modern Math
22. Introduction to School Processes
23. Language and Listening experiences
24. Language Acquisition
25. Library courses
26. Math (SBVC word problems)
27. Music
28. Nursing courses (for SED and SDC instructional assistants)
29. Office Machines
30. PE Movement for children in the classroom
31. Physics in the classroom (for secondary instructional assistant)
32. Principles of Calculus
33. Principles and Practices of Elementary Education
34. Psychology of Middle Childhood
35. Psychology and Education of the Exceptional Individual
36. Sign Language
37. Readers Theater in the classroom
38. Spanish Literature/the classics
39. Shakespeare
40. Theater Arts
41. Typing

j. Additional courses approved for **Library Clerk** positions:

1. Acquisitions for the Library
2. Audio/visual Clerical Techniques
3. American Literature
4. Basic Library Principles
5. Care and Repair of Library Materials
6. Child Growth and Development
7. Children's Literature
8. Computer courses
9. English Literature
10. Library Circulation Procedures
11. Library Clerical Techniques
12. Psychology of Middle Childhood
13. Readers' Theater in the Classroom
14. Reference Service and Materials
15. Shakespeare
16. Survey of Written and Printed Materials
17. All library courses

k. Additional courses approved for **Maintenance and Operations** positions:

1. Air conditioning
2. Automatic controls
3. Auto mechanics
4. Basic Reinforced Concrete
5. Blueprint Reading
6. Building Maintenance
7. Circuits and Systems
8. Communications System
9. Driver improvement
10. Electrical systems
11. Engine tune-up and trouble diagnosis
12. Equipment operations
13. Equipment repair
14. Fundamentals of electricity
15. Heating
16. Industrial Arts-Drawing and Design
17. Locksmith
18. Lubrication of Equipment
19. Machine Shop
20. Math for Trades
21. Plumbing and pipe fitting
22. Refrigeration
23. Small Engine Repair
24. Statistics and Strengths of Materials
25. Technical Coatings
26. Technical Drawing
27. TV Principles
28. Upholstery
29. Welding
30. Wiring Methods/Electrical Systems

l. Additional courses approved for **mechanics**:

1. Air-cooled and Small Engine Theory
2. Automotive Electricity Lab
3. Automotive Mechanics
4. Diesel Engines
5. Engine Fundamentals
6. Engine tune-up and trouble diagnostics
7. Hydraulic and automatic units lab
8. Welding

m. Additional courses approved for **Printing/Publications** positions:

1. Information systems management
2. Graphics, including computer graphics
3. Machine composition and make up
4. Presswork
5. Typing/word processing
6. Offset printing

- n. Additional courses approved for **Campus Security Officers** and **student supervision** positions:
  - 1. Adolescent Behavior
  - 2. Assertive Discipline
  - 3. Basic Law Enforcement
  - 4. Criminal Justice
  - 5. Juvenile Procedures
  
- o. Additional courses approved for **Transportation** positions:
  - 1. Assertive Discipline
  - 2. Auto Body Shop
  - 3. Auto Shop Mechanics and tune-up
  - 4. Automotive Essentials
  - 5. Automotive Mechanics
  - 6. Automotive Refinishing
  - 7. Automotive Sheet Metal
  - 8. Chassis and Frame
  - 9. Defensive Driving
  - 10. Driver Improvement
  - 11. Engine Rebuilding
  - 12. Engine Tune-up and Diagnosis
  - 13. Fire Protection Equipment
  - 14. Introduction to Machine Shop
  - 15. Mechanics
  - 16. Principles of Traffic and Transportation
  - 17. Radio Communications
  - 18. Traffic Control
  
- p. Additional courses approved for **Warehouse** positions:
  - 1. Auto mechanics
  - 2. Cost Accounting and Record Keeping
  - 3. Equipment Operations
  - 4. Inventory Control
  - 5. Materials Handling
  - 6. Information Systems Management
  - 7. Computer Record Keeping/Inventory Control

Any approved course taken at the community college level is considered to be "basic" for the purposes of Professional Growth increment consideration.