

AGREEMENT

BETWEEN



**MORONGO
UNIFIED SCHOOL DISTRICT**



**CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION
and its CHAPTER 29**

2019 - 2022

JULY 2019

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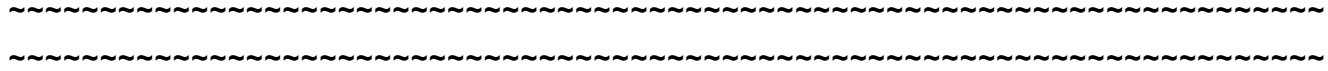
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ARTICLE A: AGREEMENT

This Agreement, effective July 1, 2019 through June 30, 2022, is made and entered into this June 7, 2019 by and between the Morongo Unified School District, hereinafter referred to as the "District", and the California School Employees Association and its Chapter 29, hereinafter referred to as the "Association" or "CSEA."



ARTICLE B: RECOGNITION

The Morongo Unified School District (hereinafter referred to as "District") acknowledges the California School Employees Association and its Chapter Number 29 (hereinafter referred to as "CSEA") as the exclusive bargaining representative for the purposes of the Rodda Act Government Code Section 3540 et seq. for the employees in the bargaining unit, comprised of the following classifications:

Administrative Services Class

- Account Clerk - Purchasing
- Account Specialist - Attendance
- Account Specialist – Benefits/Payroll
- Account Specialist – Budget
- Account Specialist – Payroll
- Account Technician - Accounts Payable
- Account Technician – Nutritional Services
- Account Technician – ASB
- Administrative Assistant – Child Welfare/Attendance
- Administrative Assistant – Department/Program
- Administrative Assistant – Elementary
- Administrative Assistant – Continuing High School
- Administrative Assistant – Secondary School
- Budget Analyst
- District Receptionist
- Graphic Services Assistant
- Graphic Services Manager
- Health Assistant
- Health Technician
- Human Resource Technician
- Information Technology Network Systems Specialist
- Information Technology Support Specialist
- Instructional Media Specialist
- Office Assistant - School
- Office Clerk - School

Office Technician – Maintenance
Office Technician – Special Education
Special Education Compliance/Data Technician
Office Technician - School
Registrar
Safety/Compliance Officer
Secretary - School
Student Information Systems Technician

Maintenance and Operations Class

Air Conditioning and Heating Mechanic – Worker
Air Conditioning and Heating Mechanic - Skilled
Automotive and Heavy Equipment Mechanic - Skilled
Custodian
Custodian - Lead
Electronic Specialist
Lead Grounds Worker
Grounds/Maintenance Heavy Equipment Operator
Grounds/Maintenance Foreman
Groundskeeper
Maintenance Carpenter - Skilled
Maintenance Electrician - Skilled
Maintenance Painter - Skilled
Maintenance Roofer - Skilled
Maintenance Worker - General
Maintenance Worker/Fabricator/Welder
Maintenance Worker/Locksmith
Senior Custodian
Senior Custodian - With gymnasium
Warehouse Worker
Warehouse Worker - Lead

Instructional Services Class

Computer Lab Assistant
Instructional Assistant/Behavior
Instructional Assistant/Bilingual
Instructional Assistant/Classroom
Instructional Assistant/Deaf-Hearing Impaired
Instructional Assistant/ESL
Instructional Assistant/PBIS
Instructional Assistant/Physical Education

Instructional Assistant/Severely Disabled
Instructional Assistant/Special Education
Instructional Assistant/ Visually Impaired
Job Coach

Job Developer/Coach

Library Media Center Clerk

Library Media Center Technician

Nutritional Services Class

Nutritional Service Worker

Nutritional Service Worker – Lead

Nutritional Service Site Supervisor

Nutritional Service Manager

Nutritional Service Manager – Multiple Sites

Security Services Class

Campus Safety Coordinator

Secondary Campus Supervisor

Noon Supervisor

All bargaining unit classifications shall be negotiated into and/or out of the bargaining unit with mutual agreement between the District and CSEA. If no agreement is reached, the classification(s) in dispute shall be submitted to PERB for determination.

The parties shall make a good faith effort to archive all obsolete job descriptions.

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ARTICLE C: DISTRICT RIGHTS

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

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, the

use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this contract; and then only to the extent such specific and express terms of this contract; and then only to the extent such specific and express terms are in conformance with law.

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ARTICLE D: ASSOCIATION RIGHTS

Section 1

All Association business, discussions, and activities will be conducted by unit members or Association Officials outside established work hours. CSEA Field Representatives and/or bargaining unit employees in non-working status shall have the right of access to areas in which bargaining unit employees work, for the purpose of conducting Association business, providing that the conducting of such business shall not interfere with the work of other bargaining unit employees in the area. Consistent with past practice, the CSEA Field Representative and/or bargaining unit employees in a non-working status shall notify the site administrator of his or her presence on campus.

Section 2

A. The Association may make reasonable use of school mailboxes, and bulletin board spaces designated by the Superintendent, subject to the following conditions: (a) all postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization, together with a designated authorization by the Association President or designee; (b) a copy of such postings or distributions must be delivered to the Superintendent or designee at the same time as the posting or distribution. The District agrees that mail routed through the District mail system shall not be opened if clearly marked "confidential" by the unit member.

B. The Association may make reasonable use of the District email system subject to the following terms and conditions:

1. On behalf of the Association, the CSEA Chapter President and/or CSEA officer designee may only use the District email system for the purpose of distributing official communications to unit members. Association use of the District email system shall not interfere with unit members' performance and/or assigned duties, and shall be prepared and sent during non-working hours. Only the Association through its designated representatives, and not individual unit members, shall have the right to use the District's email system for Association business under this section.

2. Communications sent by the Association through the District's email system shall contain the CSEA logo and the identifier: From CSEA Chapter 29."

3. CSEA shall notify the Assistant Superintendent of Human Resources of the identity of the Chapter President's designee, if any, for email purposes. At the time of distribution, the Association shall transmit to the Assistant Superintendent of Human Resources a copy of any official communications distributed through District email to unit members.

4. Except as provided above, the District's Board Policy/Administrative Regulation 4040 on Employee Use of Technology shall continue to govern the use of the District's electronic mail system.

5. The Association acknowledges that the email system is not private and the District may monitor email use at any time without advance notice or consent.

6. The Association and its officers, representatives, and members shall not use the District email system for political activities, as prohibited by Education Code section 7050, et seq.

7. Personal information regarding students, parents, or other employees including telephone numbers, home addresses, or other confidential information shall not be disclosed or distributed.

8. Nothing herein shall require the District to establish District email address for bargaining unit employees.

Section 3

The Association will exclusively receive time off from duties for the processing of grievances at all levels of the grievance procedure for unit members who are designated as Association representatives, subject to the following conditions: (a) the Association will designate in writing to the Superintendent the bargaining unit employees who are to receive the time off; (b) the designated representative(s) will inform the immediate supervisor in sufficient time for a substitute to be obtained if such is necessary, and (c) that such time off shall be limited solely to representing a grievant in a conference with management person, and in no way shall this release time include use of such time for matters such as gathering information, interviewing witnesses, or preparing a presentation.

Section 4:

District shall provide the CSEA Chapter President and Labor Relations Representative with reasonable written notice of its intent to make changes within the scope of representation, for purposes of providing CSEA a reasonable amount of time to negotiate with the District over the proposed changes. The Superintendent or designee will meet on a monthly basis with the Review Committee of CSEA Chapter 29 to discuss mutual concerns. Either party may include issues, including those related to sub-contracting or contracting out maintenance, custodial, grounds work or nutritional services on the agenda. The District shall respond as soon as practical to requests for information related to any proposed District maintenance, grounds, custodial project or nutritional service matter. Within fifteen (15) working days of the Review Committee Meeting, the Association shall have the right to negotiate the decision and/or effects of a proposed plan to contract out maintenance, custodial, grounds work or nutritional services.

Section 5

A. The District shall provide each new bargaining unit employee with a letter from the CSEA President and a copy of this Agreement. The District shall prepare and distribute copies of the Agreement and shall provide a copy to each current bargaining unit employee.

B. The District shall provide CSEA notice of any newly hired bargaining unit employee,

within (10) work days of date of hire. The District shall concurrently provide CSEA with the following employee information: full name, date of hire, classification and title, FTE value (e.g. 1.00 or .75), pay rate, work site location(s), work phone number, work schedule, District email address (if one is assigned to the bargaining unit member), home address and phone number. CSEA will maintain the privacy of the employee's information. "Newly hired employee" means any person newly assigned to a classified bargaining unit position as probationary or permanent employee

C. New Employee Orientation

In the event that the District conducts employee orientation sessions for newly hired bargaining unit employees, CSEA shall also have the right to meet with the newly hired bargaining unit members for up to thirty minutes during the orientation.

Section 6

Notwithstanding any other section of this Agreement, each school year, the CSEA Chapter 29 President or designee(s) shall receive one hundred and thirty (130) hours total release time, subject to reasonable regulation by the District, in order to conduct proper Association business. CSEA may request additional hours which may be approved by the Superintendent or designee. Such one hundred and thirty (130) hours total annual leave may be allocated by CSEA among the CSEA President and/or designee(s). Unused hours of Association leave, up to twenty (20), may be carried over into the next year.

In addition, up to ten (10) days, not charged to any other leave, may be used by the Chapter President or designee for the annual CSEA statewide conference. These days are solely for this purpose and may not be carried over.

Section 7 CSEA Representative Leave

A. As provided by Education Code section 45210, the Association may use paid release time for attendance at local or state level CSEA activities. This section shall apply only to (1) an elected officer of a local school district public employee organization, or a statewide or national public employee organization with which the local organization is affiliated, or (2) a reasonable number of unelected classified employees for the purpose of enabling an employee to attend important organizational activities authorized by the public employee organization.

B. The Association will furnish the District with the list of the elected or appointed state level officers who are members of this chapter within thirty (30) days of election or appointment.

C. The Association President or designee will make every attempt to submit each notice of state level or chapter level CSEA related absence, in writing, to the District at least ten (10) working days prior to when such release time is to occur.

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ARTICLE E: BARGAINING UNIT EMPLOYEE RIGHTS

Section 1

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

Section 2

Neither the District nor the Association shall unlawfully discriminate against any bargaining unit employee with respect to the application of any specific provision contained in this Agreement on the basis of race, ethnicity, gender, religion, national origin, age (as provided in Federal and State law), physical disability (as limited by State law), marital status, pregnancy, sexual orientation, membership or lack of membership in an employee organization, or for participation in lawful organization activities or refraining from participation in employee organization activities. Violations of this section shall not be subject to the grievance procedure contained in this Agreement if the claim is currently under review and jurisdiction of an outside agency such as the Department of Fair Employment and Housing (DFEH) or Equal Opportunity Commission (EEOC).

Section 3

Bargaining unit employees shall not be held accountable for lost, damaged, or destroyed property unless negligence can be clearly shown.

Section 4

All permanent bargaining unit employees shall be entitled to all rights, benefits and burdens of employment until termination through a freely tendered voluntary resignation or as otherwise provided by this Agreement.

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ARTICLE F: SAVINGS PROVISIONS

If any provisions of this Agreement are held to be contrary to law by a court, that provision shall be deemed invalid, but all other provisions shall continue in full force and effect.

In the event future court rulings in PERB decisions render any provisions of the Agreement beyond the scope of bargaining, the parties shall meet and negotiate within thirty (30) days for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

If the Legislature, during the term of this Agreement, expands the scope of negotiations, the parties shall meet and negotiate, upon the request of CSEA, regarding the subjects thus added to the scope of negotiations.

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ARTICLE G: MAINTENANCE OF STANDARDS

Except as otherwise provided herein, the District shall not, during the term of this Agreement, change those written policies, regulations or district wide standard practices which fall within the scope of bargaining without prior notification to and negotiations with the Association.



ARTICLE H: MAINTENANCE OF MEMBERSHIP

1. Employee Payroll Deductions

The Association shall have the sole and exclusive right to payroll deduction for its members in the unit, including regular dues. The District shall deduct, in accordance with the CSEA dues schedule, dues from the individual paycheck of all employees who are members of CSEA.

2. Terms of Membership

The District shall not interfere with the terms of any agreement between CSEA and the District’s employee with regard to that employee’s membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database.

3. Separation From Unit

The provisions of the Article shall not apply during periods that an employee is in “out of paid status” for more than thirty (30) days. If an employee is paid for a prior “out of paid status” period, his/her representational dues or fees shall be deducted and paid to CSEA.

4. Change In Dues

Any change in dues will be submitted to the District, in writing, thirty (30) days prior to the effective date of such changes.

5. Forfeiture of Deductions

If the balance of any employee’s wages, after all other involuntary and insurance premium deductions are made in any one pay period, is not sufficient to pay deductions required by the Agreement, no such deduction shall be made for that period. However, the dues for that pay period remain due and payable by the employee and the dues for that pay period will be deducted over the next four (4) months.

6. Membership List

A list of all employees whose deductions have been submitted to the California School Employees Association shall be presented to the CSEA Chapter of the District.

7. Hold Harmless and Indemnification

CSEA shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by

employees relating to dues authorization. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried and appealed.

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ARTICLE I: CONCERTED ACTIVITIES CLAUSE

1. It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing during the employee's scheduled work hours or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the District by the Association or its officers, agents, or members during the term of this Agreement.

2. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all Association members to do so.

3. It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.

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ARTICLE J: LAYOFF AND REEMPLOYMENT

Section 1: Definitions

A. "Layoff" is defined as an involuntary separation from District service due to lack of work or lack of funds.

B. "Class" is defined as the job family of related Classifications as set forth in the Appendix of this Agreement and as follows:

1. Administrative Services Class
2. Maintenance and Operations Class
3. Instructional Services Class
4. Nutritional Services Class
5. Security Services Class

C. "Classification" is defined as positions that are assigned the same title, job description, minimum qualifications and salary range. The Appendix of this Agreement sets forth the Classifications within each Class (job family).

D. "Seniority" is defined as the total straight-time hours in paid status within a "Class" without a break in service. If two (2) or more bargaining unit employees have equal seniority as defined herein, the employee with the earliest hire date with the Morongo Unified School District will be considered most senior. In the event a tie still exists, order of layoff shall be determined by lot.

E. Qualification or qualified shall be defined as 1) previous service in the position unless the bargaining unit employee failed probation in that position, or 2) meeting the minimum qualifications set forth in the job description as applied pursuant to Article P, Section 3 of this

Agreement.

F. Like hours is defined as an equal number of hours to the bargaining unit employee's original hours.

Section 2: Procedure

A. In the event of a layoff in any classification, layoff shall be in reverse order of seniority with the least senior employee in the affected classification being laid off first.

B. Bargaining unit employees to be laid off shall be notified by certified mail sent to the most recent address provided to the District by the employee. The notice shall be deposited in the U.S. Mail no less than sixty (60) calendar days prior to the effective date of the layoff. The notice shall contain the effective date of layoff, the reason for layoff, displacement rights (if any) and a copy of Article J of this Agreement.

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

D. After notification of displacement rights (if any) the employee must notify the Human Resources of his/her intention to exercise displacement rights within seven (7) work days.

Section 3: Displacement Rights (Bumping)

A. Those least senior employees pursuant to Section 2A, above may, if qualified as defined herein, displace a bargaining unit employee with less class seniority in a different classification at the same or lower range on the salary schedule pursuant to the following procedures:

1. The bargaining unit member exercising displacement rights shall meet with the Assistant Superintendent, Human Resources or designee to identify:

- a. Any classifications for which displacement rights may exist pursuant to this Article and,
- b. The bargaining unit employee's east end/west end of District preference.

B. Displacement rights shall be exercised in order of highest seniority.

C. If the bargaining unit employee does not wish to exercise his/her displacement rights, he/she may elect to accept the layoff and be placed on the thirty-nine (39) month reemployment list, or at the employee's sole discretion, may opt to be placed in a vacant position of like hours, for which he/she is qualified, as defined in Section 1 of this Article, in lieu of exercising displacement rights.

D. After identifying classification(s) for which the bargaining unit employee is qualified

pursuant to this Article and for which displacement rights may exist, the employee shall exercise displacement by seniority in the following order, in accordance with his/her east/west end preference. The bargaining unit employee shall displace the least senior employee in:

1. His/her current classification having like hours,
 2. His/her sequential classification (e.g. Admin Asst-Secondary, Admin Asst-Elementary, etc).
 3. Any classification in the same class with the same or lower range.
 4. Any classification in another class with the same range.
 5. Any classification in another class with a lower range.
 6. Any previously held classification in a different class.
- E. The bargaining unit employee may exercise a choice in positions in order to maintain the range and hours closest to his/her original position, pursuant to the provisions of this Section.
- F. If the bargaining unit employee does not have displacement rights, he/she may opt to be placed in a vacant position of like or less hours in his/her Class or previously held Class, for which he/she is qualified.
- G. When a unit member exercises displacement/bumping rights under this section, that member may displace/bump a unit member in order of seniority, regardless of the hours or months assigned, which may result in the more senior unit member receiving greater hours or months assigned than his/her prior assignment.
- H. The District shall make the assignment based upon the following:
1. The employee may exercise a choice when two (2) positions with the same number of hours exist at different ends of the District. The employee may then select the least senior position at his/her previously selected end of the District.
 2. The bargaining unit employee may also choose a position with less hours than other positions under consideration to remain at the preferred end of the District.
 3. The bargaining unit employee may further choose fewer hours in a position with a higher range (but not greater than the original position) or he/she may choose a position with the most comparable number of hours to his/her original position in a lower range.

Section 4: Reemployment Rights

A. Employees who have been laid off shall be placed on a reemployment list for thirty-nine (39) calendar months.

B. Employees who, through operations of this Article, receive fewer hours or assignment to a lower classification shall be placed on the reemployment list for an additional twenty-four (24) months.

C. Offers of employment shall be made in order of seniority as vacancies occur in classifications for which the laid off employee is qualified.

D. Individuals on a reemployment list shall have three (3) work days to respond to a verbal offer of reemployment which, if declined, will be followed by a written verification of the declination, or five (5) work days to respond to a written offer sent by certified mail, beginning the day it is deposited in the U.S. Mail to the most recent address supplied to the District by the employee.

E. Failure to respond within the time specified a refusal of employment or failure to return to work on the designated date shall cause the individual's name to be permanently removed from the reemployment list. That failure to respond to an offer upon first becoming eligible shall not cause the employee's name to be removed from the reemployment list, provided the employee has previously notified the District in writing of his/her temporary unavailability to accept an offer of reemployment. The period of unavailability shall be limited to one occurrence and shall be for a period not to exceed forty-five (45) calendar days.

F. An employee who elects separation in lieu of displacement or who voluntarily accepts reassignment to a vacant position in another classification without exercising displacement rights, shall maintain his/her reemployment rights under this Article.

G. Bargaining unit employees in layoff status shall have the right to participate in promotional examinations within the District.

Section 5: Reduction in Hours

A. A reduction in hours shall be treated in the same manner as a layoff under this Agreement.

B. If there is a reduction in hours, including a reduction in the work year, of any positions in a classification, employees shall, in order of seniority, be entitled to displace/bump a less senior unit member in the classification regardless of the hours or months assigned, which may result in the more senior unit member receiving greater hours or months assigned than in his/her prior assignment.

C. Notwithstanding any other section of this Agreement, the District shall notify CSEA, Chapter 29, in writing, of any impending reduction in hours of bargaining unit employees at least six (6) weeks prior to Board of Education consideration of the proposed action. Upon the written request of CSEA, the parties shall meet and negotiate the decision and effects of any proposed reduction in hours.

Section 6: General

A. The parties recognize that non-bargaining unit employees in Confidential and Management positions have layoff, displacement and reemployment rights that may allow displacement of bargaining unit employees. Such rights shall be consistent with the terms of this Article.

Section 7: Notice

A. The District shall notify CSEA, Chapter 29, in writing of any impending layoff or reduction in hours or work year of bargaining unit employees prior to publication of the agenda of

the Board of Education meeting at which the layoff is to be considered. The District will afford CSEA the opportunity to negotiate the impact of such action on negotiable subjects, including the decision to reduce hours of bargaining unit positions. If CSEA, within fifteen (15) calendar days of notice, makes a written request to bargain, the parties shall meet and negotiate such actions which are negotiable. Any request to bargain shall not delay the sending out of layoff notices or otherwise delay the implementation of the District's action to lay off bargaining unit employees, provided the layoff notice requirement of section 2.B or 2.C, above, whichever is applicable, is met.

Section 8: Seniority List

During September of each year the District will compile an accurate seniority list covering each employee and class under this Agreement. The seniority list shall indicate current classification and class seniority as of June 30th of the previous school year. This seniority list shall be posted on the CSEA, Chapter 29, bulletin board at each school site and work location and ten (10) copies shall be provided to the CSEA, Chapter 29, President. An employee who wishes to protest his/her length of service on the seniority list or who disagrees with the seniority hours credited, must file the protest with Human Resources within thirty (30) calendar days of the posting of any subsequent list which shows a change in his/her seniority from that on the last prior list. Each protest shall be answered in writing with a copy to CSEA, Chapter 29. If an error has been made, the list will be corrected and the correction will appear on the next published list. In addition to the annual seniority list provided for above, the District shall update the seniority list at the time any layoff or reduction in hours notice is given.

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ARTICLE K: GRIEVANCE PROCEDURES

The purpose of a grievance policy shall be to establish an effective means of resolving difficulties which may arise among employees, at the lowest possible level, and to establish and maintain recognized two-way channels of communication between district employees.

Each employee shall be assured the opportunity to make known his/her grievance as it/they relate to any alleged violation of this contract. It shall be understood that it is the right of the employee to make known his/her grievance freely, and without reprisal, through established procedures.

The grievance procedure should be the sole procedure available to bargaining unit employees for the resolution and adjustment of complaints and grievances against the District.

DEFINITIONS

1. Grievance: A grievance is a claim by a grievant of an alleged violation, misapplication or misinterpretation of rules, procedures, and/or provisions of this Agreement.

2. Grievant: Any bargaining unit employee or Association Officer filing a grievance.

3. Supervisor: A person designated by the District as the management supervisor of the bargaining unit employee.

4. Day: A day is any day in which the central administration office of the Morongo Unified School District is open for business.

GRIEVANCE PROCEDURE

In order to afford each grievant an opportunity to have his/her grievance heard and acted upon, the following procedure is to be followed:

Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve it by a maximum of a thirty (30) minute informal conference with the grievant's immediate supervisor.

Level I

The bargaining unit employee shall state, in writing on forms provided by the District, the specific problem or grievance and discuss the situation with his/her management supervisor.

If the grievant does not file a grievance form with the grievant's management supervisor within thirty (30) calendar days after the grievant is aware of the alleged contract violation or should have been aware of the alleged contract violation, the right to grieve shall be waived.

Upon receipt of a grievance form from the grievant, the management supervisor shall meet with the grievant within ten (10) days to discuss the grievance. The management supervisor shall provide a written response within ten (10) days after said meeting.

Level II

If the grievant is not satisfied with the disposition at Level I, the grievant may, within ten (10) days, appeal the grievance to the Superintendent or designee, by filing a Level II grievance form. The Level II grievance form will contain a place where the grievant may request to meet personally with the Superintendent or designee to discuss the grievance.

Upon receipt of a written request, the Superintendent or designee shall, within ten (10)

days, hold a meeting with the grievant.

Within ten (10) days following the meeting or receipt of the grievance if no meeting is held, a written decision will be provided by the Superintendent or designee.

Level III

In the event that the grievant is not satisfied with the decision of the Superintendent or designee, the grievant may appeal the decision, in writing, within ten (10) days, to the Board of Education. The Board of Education shall review the grievance and issue a decision at the earliest scheduled meeting after notice of the appeal has been given. However, upon receipt of a written request, filed with the notice of appeal, the Board of Education shall schedule a hearing date for the grievance and render its decision not later than the Board of Education meeting at which the hearing is held.

Level IV Binding Arbitration

In the event the grievant is not satisfied with the decision of the Board of Education, and, if the grievance alleges violation of the Agreement, the matter may be submitted to arbitration by filing a written request no later than fifteen (15) days following the decision by the Board of Education. No grievance will go to binding arbitration without the consent of the Association.

If the District and the Association are unable to mutually agree upon an arbitrator, they shall, within ten (10) days of receipt of the request for arbitration, ask that the American Arbitration Association submit a group of seven (7) names. The parties shall alternately strike names from the list supplied until one (1) name remains, who shall then be the arbitrator. The arbitrator shall be immediately notified of the selection and a hearing date shall be set mutually agreeable to all parties.

The arbitrator shall limit the decision to the specific issue or issues submitted. The arbitrator shall have no authority to alter, amend, add to or subtract from the specific provisions of this Agreement. The arbitrator's decision shall be final and binding on the parties.

Fees and expenses of the arbitrator shall be borne equally by the parties and other costs or expenses shall be paid by the party incurring them.

Optional Mediation

Section 1: Request for Mediation

At any time prior to Level IV, Binding Arbitration, the District and the Association may mutually agree to submit the grievance to mediation. The Superintendent or designee shall submit to the California State Mediation and Conciliation Service, a written request for the services of a mediator. The function of the mediator shall be to assist the parties to achieve a mutually satisfactory solution of the grievance by means of the mediation process.

Section 2: Settlement of Grievance

If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written settlement agreement and thus waive the right of either party to any further appeal of the grievance.

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Section 3: Mutual Waiver

If no satisfactory resolution of the grievance is reached within ten (10) days of the first meeting with the mediator, either party may appeal the grievance to the next level.

General Provision

1. No reprisals of any kind shall be taken by any party to this procedure against any grievant, any witness, any representative or any other participant in the grievance procedure by reason of such participation.

2. Forms for filing and processing grievances and other documents necessary under the procedure shall be prepared by Human Resources of the Morongo Unified School District and given appropriate distribution, so as to facilitate operation of the grievance procedure.

During the grievance procedure, all documents, communications and records shall be considered confidential, and shall be kept separate from the personnel file of the participant. During the grievance procedure, all of the above materials shall be available to the participants. This is not intended to preclude the fact that duplicate or evidentiary matter may also be located in the bargaining unit employee's personnel file.

3. A grievant may be represented at all stages of the grievance procedure by the bargaining unit employee or, at the employee's request and at the option of the Association, by a representative determined by the Association. The District shall not agree to the resolution of a grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. No grievance may be submitted for binding arbitration without the consent of the Association.

4. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limit shall permit the aggrieved employee to proceed to the next level.

5. Failure at any step of the procedure to appeal a grievance to the next level within the specified time limit shall be deemed as acceptance of the decision as rendered at the previously reviewed level.

6. The time limit specified at any level of this procedure may be extended by mutual agreement of the parties.

7. All communications, notices and papers required to be in writing shall be served personally or by registered mail, return receipt requested.

8. The Morongo Unified School District Central Office shall be the central repository for all grievance records.

9. If a grievance affects more than one employee with different management supervisors, the grievance may be submitted by the Association for and on behalf of the bargaining unit employees at Level II of the grievance procedure. In that event, the Association must file a Level II Grievance Form to the District within thirty (30) calendar days of the alleged contract violation, or the right to grieve shall be waived.

10. The District and the Association may mutually agree to waive any level of the grievance procedure.

ARTICLE L: COMPENSATION AND BENEFITS

Should the District agree to increase the total compensation of any other represented or unrepresented District employees for the 2019-2020 year, the District agrees to increase the classified bargaining unit total compensation by the same percentage with the same effective dates. (Additional compensated time required of MTA unit members shall not be considered compensation for the purpose of this agreement.)

Section 1: Salary

Effective July 1, 2019, the classified salary schedule shall be increased by 041%. Effective July 1, 2019, all unit members on Step 1 shall advance to Step 2, Step 1 shall be eliminated. A new Step 9 shall be added, that conforms to the existing salary schedule structure, which is approximately 5% between Steps.

A. Bargaining unit employees shall be paid in accordance with the rates established for each classification as set forth in the Appendix of this Agreement.

B. All new bargaining unit employees shall be placed at Step 2 of the salary range of the classification to which the bargaining unit employee is assigned.

C. Bargaining unit employees shall move to the next higher step of the appropriate salary range each year on the bargaining unit employee's anniversary date as defined in Section 2, below.

D. Bargaining unit employees who earn an Associate or Bachelor degree from a college or university accredited by an accrediting agency recognized by the U.S. Secretary of Education shall be paid at one (1) range higher than that currently designated for their classification.

Section 2: Anniversary Date

A. Each bargaining unit employee shall be assigned an anniversary date when he/she is hired. The anniversary date shall be the first of the month in which employment as a bargaining unit employee begins.

B. Once a bargaining unit employee's anniversary date is established, it shall not be changed if the employee is promoted, demoted, reclassified, or in any other manner, affected by a change in classification or salary range.

Section 3: Placement Upon Demotion

A. A bargaining unit employee who accepts a voluntary demotion, a voluntary demotion in lieu of layoff, or one who exercises displacement rights in a lower classification in lieu of layoff, shall be placed on the step of the salary range for the lower classification which is closest to the salary rate that the bargaining unit employee earned in the higher classification, provided that the bargaining unit employee shall not receive a salary increase thereby.

B. In other demotions (such as specified in Article R), the order shall specify the step of the salary range for the lower classification at which the bargaining unit employee shall be placed.

Section 4: Step Placement Upon Promotion

A. Placement upon promotion shall be at the lowest step in the new range which provides at least five percent (5.0%) increase in salary.

B. Differential pay shall not be considered in determining placement.

Section 5: Step Placement Upon Reallocation

When a position or classification is reallocated to a higher salary range and such allocation is not the result of reclassification action as defined in Article W, incumbents shall remain at the step to which they were assigned prior to the reallocation.

Section 6: Time of Salary Payment

A. Bargaining unit employees shall be paid at least once per month no later than the last working day of the month in which the bargaining unit employee was in paid status.

B. Any payroll error resulting in insufficient payment to a bargaining unit employee shall be corrected and a supplemental warrant issued not later than five (5) working days after the bargaining unit employee provides notice to the payroll department.

Section 7: Pay for Bargaining Unit Employee Temporarily Working Another Position

A. A bargaining unit employee who replaces a bargaining unit employee who is absent or who works in a vacant position shall be paid not less than his/her current rate of pay. Such assignments shall be at the request, convenience and sole discretion of the District.

B. If the bargaining unit employee works for a bargaining unit employee in a higher classification, the bargaining unit employee shall be paid at his/her rate of pay, or step 1 of the replaced bargaining unit employee's range, whichever is higher. When a bargaining unit employee works for the same bargaining unit employee for five (5) days or more in a fifteen (15) day period, retroactive to the first day the employee shall be paid at Step 2 of the replaced bargaining unit employee's salary range, or shall receive an increase of 5% above his/her regular rate of pay, whichever is higher. Such assignments shall be at the request, convenience, and sole discretion of the District.

C. Substitute employees, who are defined as a non-bargaining unit employee replacing an absent bargaining unit employee pursuant to Education Code 45103, shall not be paid at a rate greater than Step 2 of the applicable salary range.

Section 8: Longevity Pay Bonus

A. Employees satisfying the requirements in B below, will be granted a longevity bonus. For this section only, the bonus will be issued in monthly installments according to the following

schedule:

Employee Work Days	Number of Installments	Dates of installments
180-190 work days	10	Sept - June
191-210 work days	11	Aug - June
211 and greater	12	July - June

B. A longevity bonus will be granted to all regular classified bargaining unit employees at the completion of eight (8) years of service, effective the first working day of the ninth (9th) year of service. This bonus is granted to each qualified bargaining unit employee regardless of hours assigned per day. An increase will be granted every three (3) years completed thereafter, per the schedule below.

Beginning year 9 through 11th year = \$63.50 per month

Beginning year 12 through 14th year = \$85.50 per month

Beginning year 15 through 17th year = \$107.50 per month

Beginning year 18 through 20th year = \$140.50 per month

A \$41.50 per month increase will be granted every three (3) years completed thereafter.

C. For bargaining unit employees who have been reemployed after layoff or reinstated after voluntary resignation, the length of time during which no services were rendered to the school district shall not be counted for computation of longevity.

Section 9: Physical Examinations

The District shall provide the full cost of any medical examination required by the District as a condition of employment.

Section 10: Effects of Unpaid Leaves

Upon return from an unpaid leave of absence granted by the District, a bargaining unit employee will resume his/her step placement and advancement, but the unpaid absence time will not be counted for step advancement. Paid absences do not affect anniversary dates or step placement.

Section 11: Health and Welfare Benefits

A. The parties have agreed to a comprehensive health and welfare benefit package which includes the following coverages:

1. Major Medical
2. Group Dental
3. Income Protection Plan, premium to be partially paid by the bargaining unit employee. Specifically, the employee will pay \$.11 per each \$100.00 of his/her salary.

4. Group Life Insurance
5. Vision Care

B. 1. Effective July 1, 2018, the District shall pay a maximum annual contribution for health and welfare benefit premiums (Medical, and Dental, Vision, and Life Insurance) of \$14,750 for each eligible full-time bargaining unit employee. Effective July 1, 2018, the District contribution shall be pro-rated on a six (6) hour base for part time unit members hired on or after July 1, 2018. (For example, a five hour position will receive 5/6th (83.33%) of the District contribution.) All bargaining unit members employed prior to July 1, 2018 shall be grandfathered in on a four hour base for full Distribution.

2. The parties agree that the District will no longer credit the bargaining unit Benefit Fund with the premium amounts the District would have paid on behalf of unit members who elect not to receive insurance or any portion of the maximum contribution not used because the premiums are less than the maximum contribution.

3. As a condition of continued receipt of health and welfare benefits, bargaining unit employees shall pay any premium cost of health and welfare benefits in excess of the District's monthly and annual maximum contributions on a tenths basis through payroll deduction.

4. The District and CSEA, Chapter 29, shall negotiate regarding any change in benefit carriers or benefit levels. The District agrees to maintain the same or comparable benefits as currently provided and set forth in A, above, subject to the District contribution limit set forth herein.

5. Eligibility for District paid health and welfare benefits provided by this Article shall be limited to those bargaining unit employees who are assigned a minimum of a twenty (20) hour work week, pro-rated as stated in Section 11, B.1 of this article. However, bargaining unit employees who are reduced in hours below this limitation shall be eligible for benefits as if they were assigned a twenty (20) hour work week.

If a non-benefited bargaining unit employee moves into a new classification which is eligible for district paid benefits and subsequently fails probation in the new classification, the bargaining unit employee shall not be entitled to keep district paid benefits if he/she is placed in a position of less than 20 hours per week.

6. Effective with open enrollment for insurance coverage for the 2013-2014 insurance year, eligible bargaining unit employees may elect not to receive any portion of the Health and Welfare benefits package.

C. The term of insurance coverage listed in A shall be as follows:

1. All insurance coverages for all eligible employees will become effective the

first day of the month following the first date of employment and/or commencement of eligibility.

2. Insurance coverage will terminate as follows:

a. For all employees, the last day of the month two months after the employee provides his or her last day of service or three (3) months after the employee provides his or her last day of service if the employee retires through PERS.

b. In order to receive these benefits, the employee must pay in advance to the District any employee portion (if applicable for the months that coverage will be rendered) of insurance premiums to continue insurance coverage pursuant to this section.

D. The District will allow retiring classified bargaining unit employees and eligible dependents currently receiving benefits to continue in the District group health and welfare package by remitting to the District appropriate premiums when due, subject to the following terms and conditions:

1. The employee has a minimum of ten years of service in the District.

2. The employee qualifies for retirement under the PERS system and actually retires.

3. The premium for continued health coverage shall be at the rate set for retirees per the District group plan. Premiums may also be made for eligible dependents, if the retiree participates.

4. The retiree can elect to continue health coverage until:

a. The District ceases to maintain any group health plan for employees.

b. The District group plan for employees disallows participation by retirees.

c. The retiree fails to pay the required premiums when due.

E. The District will establish a District-wide Health and Welfare Benefits Committee. CSEA will have the same number of members on the committee as each other group. The CSEA President or designee shall designate appointees to the committee. The committee shall investigate health and welfare benefits options and shall make recommendations to the respective negotiating teams. Any recommendation shall be subject to negotiations by the parties.

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Section 12: Alternative Pay Schedule

A. The Board of Education, when not paying the annual or monthly salaries of persons employed by the District in twelve equal monthly payments, may withhold, upon election by the individual employee, from each payment made to such employee an amount as follows:

1. For an employee employed eleven months a year, an amount equal to $8 \frac{1}{3}$ percent thereof and the total amount deducted to be paid not later than the tenth of September next succeeding.
2. For an employee employed ten months a year, an amount equal to $16 \frac{2}{3}$ percent thereof and the total amount deducted to be paid in two equal monthly installments not later than the tenth day of August and the tenth day of September next succeeding.
3. For an employee employed nine months a year, an amount equal to 25 percent thereof and a total amount deducted to be paid in three equal monthly installments not later than the tenth day of July, the tenth day of August, and the tenth day of September next succeeding.

B. When an employee has elected to be brought under the provisions of this section, such election shall not be revocable until the commencement of the next ensuing fiscal year. However, in the event that any employee leaves the service of the District by death or otherwise before receiving such monies as may be due him, the amount due him shall be paid within thirty (30) days of the last working day, to him or any other person entitled thereto by law.

Section 13: Training and In-Service Classes

Any employee engaged in training or in-service courses mandated by the school district will be paid at the applicable wage for the time actually spent in such training or other participation outside of the employee's regular working hours.

Section 14: Pay for Extra Curricular Activities

Bargaining unit employees, assigned by the District, to work extra-curricular activities outside the normal work day shall be paid at a rate of fourteen (\$14.00) dollars per hour for those activities identified by the District and CSEA in the Appendix.

Bargaining unit employees who have a student(s) enrolled in the District may volunteer for extra curricular activities identified in the Appendix only in which said parent's student participates in such extra-curricular activities without the compensation identified in this section.

Bargaining unit employees who perform duties in their classification will be paid their normal rate of pay. Bargaining unit employees who perform duties normally and customarily performed by the classified bargaining unit will be compensated at Step 1 of the appropriate range

for the position with those assigned duties.

Unit members providing bilingual interpreter/translator services both oral and written outside of the unit member's regular work hours, shall be paid at a rate of twenty (\$20.00) per hour.

Section 15: Compensation for Serving on District Interview Panel

Bargaining unit employees who have been requested to serve on an interview panel shall receive compensation under the following procedures:

A. If employee serves on the panel during his/her regular work hours, there shall be no additional compensation.

B. If the employee serves on the panel during times that he/she is not required or expected to be on duty, that employee shall receive compensation at his/her current rate of pay.

Section 16: Uniforms

The District shall provide uniform shirts to itinerant members of the bargaining unit for safety and identification purposes as follows:

1. Maintenance workers, groundskeepers, warehouse workers, and information technology staff shall be issued uniform shirts upon initial employment and replacement garments will be provided upon presentation of prior issue. The District will provide each affected bargaining unit member with uniform shirts sufficient for a daily change for at least one (1) week.
2. The District shall be responsible for cleaning and maintaining the uniform shirts.
3. Bargaining unit members who are provided with uniform shirts shall be required to wear them at all times while working.
4. Initial selection (and any changes thereto) of uniform shirts shall be made in consultation with a CSEA representative from each affected classification.

Section 17: Mileage Reimbursement

Bargaining unit members who are required by their supervisor or administrator designee to drive their personal vehicle between District worksites during the work day shall be paid mileage reimbursement at the federal Internal Revenue Service Rate.

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ARTICLE M: PROFESSIONAL GROWTH PROGRAM

A. Bargaining unit employees who complete their probationary period are eligible to participate in the Professional Growth Program.

B. Awards shall be granted for each twelve units of credit granted by any accredited college, university, trade/technical school or District approved training attended while off duty, per the provisions below. All credits shall be converted to semester units for the purpose of this program. Only courses completed after the beginning date of employment with this District will qualify for incentive awards under this program.

1. Bargaining unit employees must receive approval of the courses they will take prior to enrollment in the courses. Prior approval is to be gained by completion of the District approved form. An example of the Professional Growth Form can be found as an appendix in this collective bargaining agreement. The request for course approval must be signed by the Assistant Superintendent, Human Resources

2. For each twelve (12) units of credit, nine (9) units, must be approved as job-related courses for that employee's position classification. The Assistant Superintendent, Human Resources will make the determination as to which courses are applicable as job related. His/her determination is subject to review by the Professional Growth Committee in those cases where that determination is appealed. The Professional Growth Committee will consider the appeal and make the final determination as to which courses are applicable as job related.

3. Professional growth bonuses are paid each fiscal year, on or before August 15 of the following school year, at a rate of One Hundred Fifty Dollars (\$150.00) for each twelve (12) units completed. Awards are made for each increment of twelve (12) units, up to a maximum of sixty (60) units, and a maximum of Seven Hundred and Fifty Dollars (\$750.00) per year, per participant. In order to apply for a professional growth bonus, the employee must submit verification of a passing grade to Human Resources no later than June 30, while courses in progress at that time can be submitted for the following year.

4. Once a Professional Growth increment has been approved, the employee shall continue to receive that annual bonus for as long as he/she remains employed as a classified bargaining unit employee by this District. An employee who is receiving an annual bonus and terminates from the District while in good standing, is qualified and will receive the same annual bonus if he/she returns to employment with the District within the allowable thirty-nine month reinstatement period.

5. No Professional Growth bonus will be granted for course work completed before employment by the District, or completed during breaks in employment.

6. Course work which is authorized and paid for by the District, and completed during paid service to the District, shall not qualify for a Professional Growth bonus.

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C. Professional Growth Committee

1. The District shall establish an operating Professional Growth Committee which shall administer and monitor the program. The committee shall be responsible for preparing a Professional Growth Manual which establishes, but is not limited to, the procedures by which the committee will operate. Said manual must receive Board of Education approval prior to implementation.

2. The Professional Growth Committee shall consist of seven (7) employees appointed annually. CSEA shall appoint three (3) bargaining unit employees to the committee. The District shall appoint four (4) employees to the committee, one of whom shall be a classified employee; one of whom shall be an elementary principal; one of whom shall be a secondary principal.

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ARTICLE N: HOURS AND OVERTIME

Section 1: Definitions

A. Work Day: The work day shall begin each calendar day at the regular starting time of his/her assigned shift and end twenty-four (24) hours later.

B. Work Week: The work week shall consist of seven (7) consecutive twenty-four (24) hour days beginning at the regular starting time every Monday of his/her assigned shift.

C. Standard Work Week: A standard work week shall consist of five (5) consecutive work days beginning on Monday.

D. Non-standard Work Week: A non-standard work week shall consist of five (5) consecutive work days beginning on any day other than Monday. No employee shall be assigned to a non-standard five (5) consecutive day work week except by mutual consent of the employee and the employee's supervisor, and approved by CSEA and the District. If so assigned, overtime pay shall be computed in the manner provided in Section 4 of this Article, except that such employee's work week will begin at the regular starting time of his/her assigned shift on the first (1st) day of his/her work week rather than Monday. Any change in an employee's work week will not affect the computation of overtime or premium pay in the overlapping period.

E. Nine hour per day, 80 hour per two-week work schedule: A nine (9) hour per day, eighty (80) hour per two (2) week work schedule shall consist of nine (9) work days, eight (8) of which shall be nine (9) hour days, and one of which shall be an eight (8) hour day. The workweek shall begin at noon on any day of the week and shall be defined so that no employee will be required to work more than forty (40) hours during any given workweek. A 9/80 schedule may be established with the concurrence of the District and CSEA, for an established period of time. The program may be cancelled by either District or CSEA with a four (4) week notice.

The overtime rate will be paid for all hours the employee is required to work in excess of the hours regularly assigned for that workday, which shall not exceed nine (9) hours.

Sick leave, vacation and other leaves taken by the bargaining unit employee while on the 9/80 workweek shall be charged against the BUE's available leave on an hour-for-hour basis. The BUE shall be entitled to holidays pursuant to Education Code and this Agreement. If a bargaining unit employee's 9/80 day off occurs on a holiday, the BUE shall have the preceding or following work day as the holiday, as determined between the employee and the supervisor.

F. Flexible Work Assignment: A flexible work assignment will consist of an assignment of a given number of hours per week scheduled on a regular basis for an established period of time. The schedule will be put in writing in what is known as a "Flexible Assignment Schedule." A flexible schedule may be authorized only for the current school year. The District may establish a vacant position on a schedule that will address operational needs. No existing employee shall be assigned to a flexible schedule unless mutually agreed upon by the employee and the employee's supervisor, and approved by CSEA and the District. The District or employee may request to cancel an approved flexible assignment. Such request must be mutually agreed upon by the District and CSEA. The effective date will be mutually agreed upon by the District and CSEA.

Any employee assigned to a flexible schedule who works extra time or overtime shall have it computed in the manner provided in Section 4 of this Article, except that such employee's work week will be designated in the "Flexible Assignment Schedule."

G. Extra Time: Extra time is defined as hours worked beyond the normal assigned shift for an employee assigned less than forty (40) hours per week. Any time worked beyond eight (8) hours in a day, or forty (40) hours in a week will be considered overtime.

H. Overtime Work: Overtime work is defined as:

1. Any hours worked beyond eight (8) hours per day or forty (40) hours per week, unless assigned an alternate schedule such as defined in section "E", above.

2. Any hours worked on the sixth (6th) or seventh (7th) day in a week for any employee having an average work day of four (4) hours or more; or

3. Any hours worked on the seventh (7th) day for any week for any employee having an average work day of less than four (4) hours per day.

I. Compensatory Time: Compensatory time is time off in-lieu of monetary compensation for overtime hours worked beyond the assigned work day.

J. Call-in and Call-back Time: Call-in time is when an employee is called in for special or emergency work on the sixth (6th) work day, seventh (7th) work day, or holidays. Call-back time is when an employee is called back for special or emergency work after the completion of his/her normal work shift.

K. Part-time Position: A part-time position is one for which the regularly assigned time is less than forty (40) hours per week.

L. Full-time Position: A full-time position is one for which the regularly assigned time is forty (40) hours per week.

M. Shift Differential: Shift differential is the compensation paid to a bargaining unit employee working a shift which begins at or after 1:00 p.m., or before 6:00 a.m.

Section 2: Shift Hours

A. Shift hours for each department and each school site shall be established by the District.

B. Employees who normally receive shift differential and who are called in to work other than their regular work shift shall receive the shift differential.

Section 3: Overtime Work

A. Overtime work for the sixth (6th) workday and seventh (7th) workday shall be on a voluntary basis by the employee, except as stated in sub-section (B) of this section.

B. Emergency Overtime: In the event the District is faced with an emergency which endangers property and/or persons, the District shall have the right to assign overtime to its employees.

C. Regular overtime work shall be assigned on a rotating basis where practicable.

D. Overtime for a four (4) consecutive day work week shall comply with Education Code 45132.

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Section 4: Rates of Pay

A. Extra Time: If additional time worked is less than eight (8) hours per day, or forty (40) hours per week, extra time will be paid at the bargaining unit employee's regular rate of pay.

B. Shift Differential: Paid an additional \$.20 per hour.

C. Overtime:

1. Time and One-Half: Time and One-half (i.e. one and one-half times working rate) shall be paid for each hour worked as provided in Section 1 (H).

2. Double Time Pay: Double time (i.e. two (2) times working rate) shall be paid for each hour worked as provided in this sub-section.

a. Bargaining unit employees shall be paid double time for all hours worked on the seventh (7th) consecutive day following the beginning of a bargaining unit employee's work week.

b. Bargaining unit employees shall, in addition to holiday pay, be paid double time for all hours worked on any holiday granted as a holiday by the District.

D. Compensatory Time: Compensatory time shall be computed at the applicable overtime/extra time rate.

Section 5: Call-In Time

A. Any bargaining unit employee called-in or called-back shall receive a minimum of two (2) hours extra time/overtime pay. Such extra time/overtime pay shall be computed at the applicable rate listed in Section 4.

Section 6: Compensatory Time

A. Compensatory time is only available to bargaining unit employees holding full-time (40 hours per week) regular or substitute positions. The District shall record all extra time authorized and worked in excess of the employee's regular work day.

B. In lieu of overtime pay, compensatory time shall be at the option of the employee and shall be computed at the applicable overtime rate listed in Section 4, above, for each overtime hour worked. The District reserves the right to pay overtime in lieu of compensatory time.

C. The District shall make best efforts to schedule the use of accrued compensatory time at times convenient to the employee.

D. Compensatory time accrued but unused by June 30 of each year shall be paid for in cash in the next following pay period. As an exception, the employee may elect to carry-over a maximum of forty (40) hours of compensatory time to the following school year.

Section 7: Lunch Period

All bargaining unit employees whose regular work shift is five (5) hours or more, shall be entitled to a thirty (30) minute duty free lunch period. The lunch period shall be scheduled at or about the midpoint of each work shift, as practical.

Section 8: Rest Period

All bargaining unit employees assigned to work over three and one-half (3 ½) hours per day shall be entitled to a fifteen (15) minute rest period. Two (2), fifteen (15) minute rest periods

shall be granted for seven (7) hour or more employees, and shall be scheduled at or about midpoint between the start of the shift and the lunch period and midpoint between the lunch period and the end of the work shift. Employees working a ten (10) hour day shall receive two (2) twenty (20) minute rest periods.

Section 9: Part-Time Position

A bargaining unit employee who is required to work 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 than forty (40) days in a school year, shall have his/her basic assignment changed to reflect the longer hours.

Section 10: Increases in Assigned Time

The District may increase the hours of incumbents in part-time positions by a maximum of two (2) hours per day so long as it does not violate the rights other employees may have under other sections of this Agreement.

Section 11: Brief Yearly Assignments

Brief Yearly Assignments are work assignments that normally occur annually for a specific limited period of time, and are not needed on a continuing basis throughout the year, and are typically performed by bargaining unit employees. All brief yearly assignments shall be first offered to bargaining unit employees. If insufficient bargaining unit employees accept a brief yearly assignment, the District may then offer the work to non-bargaining unit employees. Brief yearly assignments shall only be available to bargaining unit employees who would not be required to work overtime in order to perform the assignment.

- A. Brief Yearly Assignments shall include the following, and any other assignment mutually agreed upon by the District and CSEA:
 - 1. Summer Clean-Up
 - a. Shall be done so that thorough cleaning of the sites during summer recess can be accomplished.
 - b. Work is performed during the months of June, July and August.
 - 2. Meal Benefit Application Processing
 - a. Work is performed during the months of July through October.
 - 3. Summer School
 - a. Non-teaching Summer School positions shall be flown in the Classified Job Availability Bulletin.
 - b. Positions flown will be in accordance with classifications established in Article B of this Agreement.
 - 4. Summer Youth Educational Program
 - a. Positions to support the Summer Youth Educational Program may be established per the guidelines of the specific programs and in accordance with classifications established in Article B of this Agreement.

- b. Work is normally performed during the months of May through August.
- 5. Summer Publications
 - a. To ensure completion of publications before the start of school.
 - b. Work shall be performed in June, July and August.
- 6. Purchasing Work
 - a. To manage/pick up obsolete property.
 - b. Work shall be performed during calendared school breaks.
- 7. Grounds
 - a. To cover peak grounds demands.
 - b. Will not exceed 60 consecutive work days.
 - c. The Assistant Superintendent of Human Resources shall provide prior written notice to CSEA.
- 8. Payroll
 - a. To cover yearly influx during hiring, negotiations and retirements.
 - b. Will not exceed 60 consecutive work days.
 - c. The Assistant Superintendent of Human Resources shall provide prior written notice to CSEA.
- 9. Personnel (Human Resource)
 - a. To cover yearly influx during hiring, negotiations and retirement.
 - b. Will not exceed 60 consecutive work days.
 - c. The Assistant Superintendent of Human Resources shall provide prior written notice to CSEA.
- 10. Special Education
 - a. To cover needs of special education students and to help assess students for appropriate placement.
 - b. Will not exceed 60 consecutive work days per student.
 - c. The Assistant Superintendent of Human Resources shall provide prior written notice to CSEA.
- 11. Information Technology
 - a. To cover the updating, replacing, upgrading, and installation of technology devices, infrastructure, and software/applications may be accomplished during summer recess when students and staff are not present.
 - b. Work is performed during the months of June, July and August.

B. General

When a bargaining unit employee serves in a Brief Yearly Work Assignment the following shall apply:

- 1. The bargaining unit employee shall earn the following for hours worked in a

Brief Yearly Work Assignment:

- a. Seniority
 - b. Sick Leave and Vacation pursuant to the provisions listed in Article O, Sections 2 and 3 of this Agreement
2. The bargaining unit employee shall be compensated at the rate of pay established for the position or at his/her current rate of pay whichever is greater.
 3. Time worked in Brief Yearly Work Assignments shall not entitle the bargaining unit employee to have his or her hours permanently increased.
 4. Part-time bargaining employees shall not be eligible for district paid health benefits as a result of working in a Brief Yearly Work Assignment.

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ARTICLE O: HOLIDAYS, VACATION, PAID SICK LEAVE AND OTHER LEAVES

Section 1: Holidays

A. All bargaining unit employees shall be entitled to paid holidays providing the employee was in paid status during any portion of the working day immediately preceding or succeeding the holiday. The following holidays shall be paid holidays:

1. New Year's Day
2. Martin Luther King Observance
3. Lincoln's Day
4. Washington's Day Observance
5. Friday preceding Easter or alternate day
6. Memorial Day
7. Independence Day
8. Labor Day
9. Veterans' Day
10. Thanksgiving Day and the day after, a local holiday
11. December 24 and December 25
12. Admission or in lieu day to be mutually agreed upon
13. Every day proclaimed by the President or Governor of this State as a public fast,

thanksgiving or holiday, or any declared holiday by the Governing Board under Education Code Sections 1318 or 37220 or their successors shall be a paid holiday for all bargaining unit employees.

B. When a holiday falls on a Saturday or Sunday, the Friday or Monday closest to the holiday shall be deemed to be the holiday in lieu of the day observed.

C. Excluding summer recess, a bargaining unit employee not normally assigned to duty during recess periods shall be paid for holidays occurring therein, provided he/she was in paid status during any portion of the working day immediately preceding or succeeding the recess period.

Section 2: Vacation

A. Every bargaining unit employee shall earn vacation at the prescribed rate as part of compensation. For a permanent employee, vacation shall become a vested right at the beginning of each fiscal year. However, earned vacation shall not become a vested right for a probationary employee until completion of the initial probationary period. Bargaining unit employees who are working in summer school assignments, or who are on leave to serve in a limited- term assignment shall earn vacation during such assignments. Vacation shall also be earned during any paid leave of absence.

B. Vacation entitlement will be determined in the following way:

- 1st through 3rd year of service: one (1) day per month worked plus one (1) day.
- Beginning 4th year through 8th year: one (1) day per month worked plus three (3) days.

Beginning 9th year through 15th year: one (1) day per month worked plus six (6) days.

Beginning 16th year: one (1) day per month worked plus nine (9) days.

C. Vacation credit for twelve month bargaining unit employees may be accumulated to a total not exceeding twenty-five (25) days. A bargaining unit employee may carry over more than twenty-five (25) days with authorization from his/her immediate supervisor.

D. In order to qualify for vacation credit, a bargaining unit employee must work at least eleven (11) days in a calendar month.

E. For part-time bargaining unit employees, vacation entitlement is prorated on the same ratio as the regular work hours per day to an 8-hour day.

F. Less than twelve month bargaining unit employees shall normally have their vacation scheduled during school recess periods. Every effort shall be made to enable vacation to be taken at a time convenient to the employee, consistent with the needs of the school district and the workload of the department. Once a requested vacation period is approved by the District it shall not be subsequently cancelled by the District except for reasonable cause. A bargaining unit employee may cancel a scheduled and approved vacation with not less than two (2) of the bargaining employees' work days' notice to his or her department head or principal, or may cancel it with less than two (2) of the bargaining employees' work days' notice with the approval of his or her department head or principal.

G. The rate at which vacation is paid shall be the bargaining unit employee's current rate.

H. Upon separation from service, a bargaining unit employee shall be entitled to lump sum compensation for all earned and unused vacation except that employees who have not completed six months of employment in regular status shall not be entitled to such compensation. If a bargaining unit employee separates from service and has taken and been paid for vacation, which has not yet been earned at the time of separation, the District shall deduct from bargaining unit employee's final pay warrant, the full amount of salary which was paid for such unearned days of vacation actually taken.

I. Ten month and eleven month permanent bargaining unit employees: Any vacation earned and not used will be included in the final warrant in June, unless the employee elects to accumulate vacation credit not to exceed twelve days. Such election shall be submitted in writing to the District by April 1.

J. Ten and eleven month probationary bargaining unit employees: Vacation will be held on the books for use in the next school year.

K. A bargaining unit employee shall be entitled to one (1) additional vacation day for each fifteen (15) days of accumulated sick leave earned by the employee as of June 30th, not to exceed four (4) days of vacation for each fiscal year.

Section 3: Paid Sick Leave

A. Sick leave is defined as the authorized absence of a bargaining unit employee because of his/her illness, injury, medical or dental appointment, or medical quarantine. Sick leave may

also be used to care for a family member as described in Sections 21 and 22 below.

B. A bargaining unit employee shall be granted one (1) paid day of sick leave for each full month of District service. Part-time bargaining unit employees shall be granted sick leave in the proportion of daily hours worked to an eight hour day. Bargaining unit employees working in summer school assignments shall earn sick leave during such assignments. Unused sick leave shall accumulate without limitation. No compensation for unused sick leave will be paid upon separation from District service.

C. Sick leave accounts shall be increased annually at the beginning of the fiscal year. Each employee's account shall be increased by the sick days to be earned in the ensuing fiscal year and shall be adjusted if an assignment change alters the amount of earnable sick leave.

D. Permanent bargaining unit employees may use accumulated sick leave at any time. Probationary bargaining unit employees may not use more than six (6) days of sick leave during the first six (6) months of service.

E. Pay for any day of sick leave shall be the same pay rate the bargaining unit employee would have received if he/she had worked that day.

F. The District shall establish reasonable regulations regarding the reporting of absences and dates an employee will return to work, including a presumption that a bargaining unit employee shall return to work unless the District receives notice. In order to receive compensation while absent on sick leave, the bargaining unit employee shall notify the District of any absence no later than one hour prior to the start of his/her shift, unless conditions make such notification impossible. Notification shall be made pursuant to District regulations. For scheduled treatment, including the birth of a child, bargaining unit employees shall provide notice as soon as the expected dates of absence are known.

G. Any Assistant Superintendent, or in their absence the Superintendent, may require an employee to provide satisfactory proof of illness for future use of sick leave. Nothing in this section shall preclude the District from disciplining bargaining unit employees for abuse of sick leave entitlement.

H. A bargaining unit employee may be required to submit a medical release indicating the ability to perform the essential functions of his or her position with or without reasonable accommodation following an absence of five (5) days or more, or if cause exists to believe the employee should not be at work. An employee who is unable to perform the essential functions of his or her position, may request reasonable accommodation pursuant to state and federal law, and/or temporary light duty pursuant to paragraph I, below. Submission of a medical note identifying work-related restrictions shall be considered a request for reasonable accommodation.

I. In addition to any rights a bargaining unit employee might have to reasonable accommodation of a protected disability under state and/or federal law, an employee may request temporary light duty under the terms of the applicable Board Policies and Administrative Regulations. While a request for temporary light duty is pending, the employee will remain on available leave. Temporary light duty shall be for a defined limited period and at the District's

discretion. At the end of temporary light duty, if the employee is unable to perform the essential functions of his or her regular position with or without reasonable accommodation, the employee shall retain all rights to use paid and unpaid leaves and reasonable accommodation of his or her protected disability as provided by state and federal law.

J. Donation of Sick Leave

1. As provided by Education Code section 44043.5, on a case-by-case basis and with mutual agreement between CSEA and the District, any permanent bargaining unit member may donate accumulated and unused sick leave to another permanent bargaining unit member suffering from a catastrophic illness or injury.

2. "Catastrophic illness or injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.

3. In order to receive donated sick leave, a bargaining unit member must have exhausted all available paid leaves, including but not limited to paid sick leave, additional sick leave, and vacation.

4. Permanent bargaining unit members may donate accumulated and unused paid sick leave earned pursuant to Section 3, above, such that they retain at least ten (10) days after donation, and in no event donate more than five (5) of the donating employee's work days. All donations must be full days.

5. All donations shall be converted to hours so that for each donated hour, the receiving employee will receive one hour of paid leave, regardless of the employees' differing rates of pay.

6. The recipient shall utilize donated sick leave in the order donations are received, exhausting all days donated by one bargaining unit member before beginning to utilize days donated by another bargaining unit member. Donated sick leave not utilized by the recipient prior to return to service shall be returned to the donor.

7. Such forms and procedures as may be necessary to properly document and administer the provisions of this section shall be as mutually agreed to by the District and CSEA, and shall be provided by the District.

Section 4: Additional Sick Leave

A. When a bargaining unit employee is absent from his/her duties, due to an illness or accident, and has exhausted all entitlement to fully paid sick leave, earned vacation (unless the employee elects to use his or her vacation in conjunction with the additional sick leave as set forth in section 1(e) below), compensatory overtime, or other available paid leave, including worker's compensation leave if applicable, the bargaining unit employee will be entitled to additional sick leave as described in this section.

1. From the first (1st) date of absence for a verified non-industrial accident or illness and from the sixty-first (61st) day of absence for a verified industrial illness or accident, and for a period of five (5) calendar months, the employee will be entitled to leave in the order described below

regardless of whether the absence is continuous or intermittent:

- a) Paid sick leave as delineated in Section 3 of this Article.
- b) Earned vacation, (unless used in conjunction with additional sick leave as set forth in section “e” below), compensatory time, or other paid leave entitlement.
- c) At the exhaustion of (a) and (b) above and for five (5) calendar months of absence including the paid leaves identified in (a) and (b) above, the bargaining unit employee will be entitled to two-thirds (2/3) of his/her regular pay. Where the leave of absence is intermittent (and for these purposes only), a “calendar month” is defined as twenty-one and three-quarters (21.75) days in paid status.
- d) If the illness or injury occurs at a time when any portion of the five (5) month period will overlap into the next fiscal year, the remainder shall not carry over into the next fiscal year, and the employee shall be entitled to a new five (5) month period in the next fiscal year regardless of whether the leave is for the same illness or injury.
- e) Bargaining Unit Employees’ earned vacation may be used, at the BUE’s discretion, in conjunction with the five (5) calendar month two-third (2/3) pay in order to receive full pay for the day of absence. (example: 1/3 vacation day may be added to the 2/3 additional sick leave for each day on additional sick leave after bargaining unit member has exhausted all paid sick leave in order to maintain full pay) The five (5) calendar months shall be exhausted by one (1) day for each day of absence, regardless of the coordination with vacation leave.

2. At the end of the five (5) calendar month period or upon the exhaustion of all available leaves, paid and unpaid, whichever comes last, the permanent bargaining unit employee may request additional leaves of absence, paid or unpaid, not to exceed six (6) months. The District may renew the leave of absence, paid or unpaid, for two additional six (6) month periods or lesser leave periods that it may provide but not to exceed a total of eighteen (18) months. If at the conclusion of all leaves of absence, paid or unpaid, the bargaining unit employee is still unable to assume the duties of his/her position, the bargaining unit employee shall be placed on the reemployment list for a period of thirty-nine (39) months as set forth in Section 6, below.

B. Nothing in this section grants any employee additional paid sick leave exceeding five (5) calendar months in one (1) fiscal year, excluding sixty (60) days of industrial accident and illness leave as provided in Section 7 below.

C. The District shall notify the employee, by Certified Mail, of payroll and benefit entitlements as soon as possible after 30 days of absence within a fiscal year, or 30 days for the same illness/injury.

Section 5: Termination of Sick Leave

A. A bargaining unit employee using sick leave may return to his/her position if he/she is able to perform the essential functions of his or her position with or without reasonable accommodation. If the leave has extended more than twenty (20) working days, the employee

shall give the District at least two (2) working days advance notice and shall submit a medical release indicating the capability of performing the essential functions of his or her position with or without reasonable accommodation. If the employee submits a medical note identifying work-related restrictions, that shall be deemed a request for reasonable accommodation. If the work-related restrictions are caused by a disability protected by the state and/or federal law, the parties will engage in the interactive process as required by those laws. Employees may also request temporary light duty as provided in Section 3, subsection I, above.

Section 6: Placement on Reemployment List after Exhaustion of Leaves

As provided in Education Code Section 45195, if, at the conclusion of all leaves of absence, paid or unpaid, the bargaining unit employee is still unable to assume the duties of his/her position, the bargaining unit employee will be placed on the re-employment list for a period of thirty-nine (39) months. If at any time during the prescribed thirty-nine (39) months, the bargaining unit employee is able to assume the duties of his/her position, the bargaining unit employee shall be reemployed in the first vacancy in the classification of his/her previous assignment. The bargaining unit employee will take preference over all other applicants except those laid off for lack of work or lack of funds in which case the bargaining unit employee shall be ranked according to his/her proper seniority. Upon resumption of his/her duties, the break in service will be disregarded and the bargaining unit employee shall be fully restored as a permanent employee.

Section 7: Industrial Accident and Illness Leave

A. Bargaining unit employees shall be granted industrial accident or illness leave pursuant to the following regulations:

1. Leave shall be allowed for at least sixty (60) working days in any one fiscal year for the same accident.
2. Allowable leave shall not be accumulative from year to year.
3. Industrial accident or illness leave will commence on the first day of absence.
4. Payment for wages lost on any day shall not, when added to an award granted the bargaining unit employee under the worker's compensation laws of this State, exceed the normal wage for the day.
5. Industrial accident leave will reduce by one (1) day for each day of authorized absence regardless of a compensation award made under worker's compensation.
6. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the bargaining unit employee shall be entitled, for the same illness or injury, to only those days remaining at the end of the fiscal year in which the injury or illness occurred.
7. The District will make the initial determination of whether or not an accident or illness is a bona fide injury or illness arising from and in the course of the bargaining unit employee fulfilling assigned duties, and as a result of an illness or accident causing physical injury, which shall include communicable disease.

B. Industrial accident or illness leave shall be used instead of Paid Sick Leave (Section

3). When entitlement to industrial accident or illness leave has been exhausted, entitlement to Paid Sick Leave (Section 3), and Additional Sick Leave (Section 4) shall be used. If an employee is receiving worker's compensation, the employee shall be entitled to use only as much of the employee's available sick leave, earned vacation, or other available leave which, added to the worker's compensation award, provide for a full-day's wage or salary.

C. If the employee submits a medical note identifying work-related restrictions, that shall be deemed a request for reasonable accommodation. In addition to any rights a bargaining unit employee might have to reasonable accommodation of a protected disability under state and/or federal law, or under the worker's compensation laws, an employee may request temporary light duty under Section 3.I above.

D. A bargaining unit employee shall endorse to the District any worker's compensation benefit checks during all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensating time off, or other available leave provided by law or action of the Board of Education. The District, in turn, shall issue the employee appropriate pay warrants and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section. No payroll deductions shall be made from worker's compensation benefit checks.

E. As provided in Education Code Section 45192, when all available leaves of absence, paid or unpaid, have been exhausted and, if the employee is not medically able to assume the duties of the position, the employee shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months. When the bargaining unit employee is medically released, he/she must notify the District within five (5) working days of the release, and present proof of that release. Offers of reemployment shall be made to employees on the Reemployment List in the following order:

1. Any vacant position in the same classification.
2. Any vacant position with similar or fewer hours in a lower classification within the same job family and for which the person is qualified.
3. The option to compete, with other qualified bargaining unit employees, for a vacant position in a higher classification for which the person is qualified.

Employees who, through operations of this Article, receive fewer hours or an assignment of a lower classification shall remain on the re-employment list for an additional twenty-four (24) months.

An employee on this medical reemployment list shall be employed in a vacant position in the class of the employee's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the employee shall be listed in accordance with appropriate seniority regulations.

Section 8: Bereavement Leave

A. Bargaining unit employees shall be granted bereavement leave due to the death of any

member of the immediate family, defined as spouse, registered domestic partner, mother, father, step parent, grandmother, grandfather, grandchild, son, daughter, brother, sister, aunt, uncle, niece, nephew of the bargaining unit employee or of the spouse of the bargaining unit employee, and the son-in-law or daughter-in-law of the employee, or any relative living in the immediate household of the bargaining unit employee. No deduction shall be made from the salary of the bargaining unit employee, nor shall leave be deducted from leave granted by the Board of Education.

B. Bereavement leave shall normally not exceed four (4) days. However, five (5) days of bereavement will be granted if the bargaining unit employee is required to travel out of state or in excess of three hundred and fifty (350) miles, one way.

C. Request for bereavement leave shall be made in writing, when practicable, to the principal or supervisor, and shall indicate the name of the deceased and his/her relationship to the employee.

D. Personal necessity leave may be used to supplement the bereavement leave on approval of the District.

Section 9: Jury Duty

A. Bargaining unit employees are not excused from jury duty. Leave for jury duty with pay will be granted with proper verification form the court showing the employee's jury service. Payment received for jury duty will be reimbursed to the District. Any meal, mileage, and/or parking allowances received shall be retained by the bargaining unit employee.

B. The employee shall notify his or her immediate supervisor of the notice for jury duty leave, accompanied by a copy of an official summons for jury service, no fewer than ten (10) days prior to the date on which the unit member is scheduled to appear, or as soon as possible if such notice is received less than ten (10) days prior to the time of service.

C. Bargaining unit employees who are scheduled to work the day shift and who have been directed to report to jury duty in the morning shall not be required to report to work prior to reporting for jury duty. If the employee is released from jury duty before 11:00 a.m., he or she shall report to work for the remainder of his or her work shift, or may use personal necessity or vacation leave for the remainder of his or her work day.

D. Bargaining unit 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 to for their regular work shift, unless the employee elects to use personal necessity or vacation leave. If the employee is not required to report for jury duty that day, he or she shall report to work for the remainder of his or her work shift, or may use personal necessity or vacation leave for the remainder of his or her work day.

E. Bargaining unit employees whose work shifts start after 11:00 a.m. 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 (including travel time from the jury duty location to the employee's work location) and the number of hours in their regular work shift. If the employee is released from jury

duty after 11:00 a.m., the employee is not required to return to work.

Section 10: Absence for Examination

Every bargaining unit employee shall be permitted to be absent from duties during working hours to take any job examination in the District without deduction of pay or other penalty, provided the bargaining unit employee gives two (2) days notice to the immediate supervisor.

Section 11: Personal Leave Without Pay

For valid reasons, a personal leave of absence without pay may be granted by the immediate supervisor for a period not to exceed fifteen (15) working days if such leave does not seriously inconvenience the District. If the immediate supervisor denies a request for an unpaid leave of absence then a bargaining unit employee may appeal that decision to the Assistant Superintendent, Human Resources, whose decision shall be final. Such leave may be non-consecutive if it is related to the reason for which the leave was originally granted and taken within the same school year. Such requests shall be forwarded to the Assistant Superintendent, Human Resources. Such leave may be extended beyond fifteen (15) days by action of the Board of Education.

Written application must be made stating the justification of such leave. The leave may not be granted if a satisfactory substitute is not available or if the functions of the position cannot be satisfactorily accomplished without the employment of a substitute.

Section 12: Maternity Leave

Leave of absence due to pregnancy, miscarriage, childbirth and recovery therefrom, will be considered sick leave such as other types of temporary disability. If leave required for maternity disability exceeds earned sick leave, additional sick leave may be taken as defined in Section 4: Additional Sick Leave. Requests for maternity leave shall be submitted to the Assistant Superintendent, Human Resources.

Section 13: Military Leave

A bargaining unit employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave. Bargaining unit employees on military leave, paid or unpaid, shall accrue seniority during the leave at the rate of the bargaining unit employee's assigned hours and work year.

Section 14: Opportunity Leave

Opportunity leave may be granted by the Board of Education for a maximum of one (1) school year to a permanent bargaining unit employee to accept a position which will result in the employee rendering more effective service to the District upon his/her return. Such leave shall be without pay but the bargaining unit employee may advance to the District the cost of fringe benefits if desired.

Section 15: Leave of Absence for Retraining and Study

The Board of Education may grant a bargaining unit employee a leave of absence not to exceed one (1) year for the purpose of permitting study or retraining to meet changing conditions within the District. Such leave shall be without pay but the bargaining unit employee may advance

to the District the cost of fringe benefits if desired.

Section 16: Personal Necessity Leave

Bargaining unit employees may use available sick leave earned under Section 3, not to exceed ten (10) days, in cases of personal necessity, as follows:

A. Death of a member of the immediate family when additional leave is required beyond that provided in Section 8: Bereavement Leave.

B. An accident, involving person or property of the employee, or the person or property of a member of the employee's immediate family as defined in Section 8.

C. Appearance in court or before any administrative tribunal as a litigant, party or witness under subpoena, or any order made with jurisdiction. If this appearance is related to the bargaining unit employee's employment with the District, the District may grant this leave not to be charged as personal necessity leave. A copy of the subpoena or appearance demand must be submitted to the District.

D. Illness of a member of the immediate family as defined in Section 8, of such emergency nature as to require the attention of the bargaining unit employee during the work day.

E. Imminent danger to the home or property of the bargaining unit employee occasioned by a factor such as flood, fire, or earthquake, serious in nature, and which requires the attention of the employee during the work day.

F. Death not covered by Section 8, Bereavement.

G. Two (2) days of personal necessity leave, of the employee's yearly sick leave entitlement, may be charged, at the bargaining unit employee's request, for personal emergencies not described above. The request will be cleared with the principal or supervisor. There shall be no accumulation from year to year for such days.

Section 17: Personal Leave

Bargaining unit employees shall be allowed two (2) days personal leave, to be utilized at their own discretion upon the following conditions:

A. Charged against unused sick leave.

B. Normally, twenty-four (24) hours written notice required.

C. No accumulation from year to year.

D. The District retains the right to refuse the bargaining unit employee to utilize a certain day if, in the opinion of the District, too many employees simultaneously select the same day.

E. The bargaining unit employee shall not be required to give the reasons for use of such days.

Section 18: Transfer of Sick Leave and Other Benefits

Any bargaining unit employee who has been an employee of another school district for a period of one calendar year or more who terminates such employment for reasons other than action initiated by the employer for cause and who accepts employment with this District within one year of such termination shall have transferred with that employee to this District the total

amount of earned leave of absence for illness or injury to which that bargaining unit employee is entitled.

The District may not require bargaining unit employees to waive any part or all benefits which those bargaining unit employees may be entitled to have transferred in accordance with this section.

Section 19: Family Leave

A. Bargaining unit employees who have been employed for at least twelve (12) months prior to commencement of the family and medical leave and who have worked at least 1,250 hours in the twelve (12) months prior to commencing the leave, shall be afforded all benefits under the California Family Rights Act of 1991 as amended (Government Code Section 12945.2) and the Federal Family and Medical Leave Act of 1993 (29 U.S.C. Section 2601 et seq.). Under the dual provisions of the state and federal acts, eligible bargaining unit employees are entitled to a maximum twelve (12) work weeks leave in any fiscal year, July 1 through June 30, inclusive. Where the leave is taken to care for a family member who is a service member injured in the line of active duty, as provided in federal law, an eligible employee shall be entitled to twenty-six (26) workweeks of leave in a twelve (12) month period commencing on the first day leave is taken to care for the service member. Leave taken under the state and federal acts shall run concurrently except for leave taken for pregnancy, to care for a registered domestic partner under the state act, or reasons related to a covered family member's service in the Armed Forces, unless it is also a qualifying reason for family leave under state law.

B. "Family and Medical Leave" means:

- 1) birth of a bargaining unit employee's child, and care for the child, during the first twelve (12) months after the birth of the child:
- 2) adoption or placement of a foster child, during the first twelve (12) months after adoption or placement of the child:
- 3) care of a seriously ill spouse, registered domestic partner (for California Family Rights Act leave only) parent, or child under the age of 18 or 18 or older and incapable of self-care because of mental or physical disability;
- 4) a serious health condition of the employee making him/her unable to perform job duties.
- 5) any qualifying exigency (event) arising out of the fact that an employee's parent, spouse, or child (which includes an adult child) is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation (federal leave only); or
- 6) a serious injury or illness incurred in the line of duty on active duty in the Armed Forces in support of a contingency operation affecting an employee's spouse, child (which includes an adult child), parent, or next of kin (as defined in the FMLA regulations), who is a service member of the Armed Forces, including the National Guard or Reserves, for whom the employee is needed to provide care (federal leave only).

C. The District shall maintain the bargaining unit employee's coverage under any applicable health plan for the duration of any family leave under this section in the same manner as if the bargaining unit employee were working.

D. The bargaining unit employee shall be required to use any applicable maternity leave, necessity leave, vacation leave, personal leave, medical or sick leave, industrial accident and illness leave, or extended illness leave, prior to using the benefits under this section and any paid leaves shall run concurrently with the Family and Medical Leave under this section.

E. Following leave, the bargaining unit employee will be restored to the same or equivalent position (for which the bargaining unit employee is qualified) as that held at commencement of leave.

F. Bargaining unit employees on a pregnancy disability leave shall not be required to use vacation leave, but may use vacation leave at their option. The twelve (12) work weeks of Family and Medical Leave under state law shall not commence until the employee is no longer disabled due to the pregnancy. The twelve (12) work weeks of federal leave shall commence on the first day of leave for pregnancy or pregnancy-related disability.

G. A bargaining unit employee must provide at least thirty (30) days advance notice before leave is to begin if the leave is for an expected birth, placement of a child for adoption or foster care, or planned medical treatment. Where such notice is not practicable because of lack of knowledge of need for the leave or medical emergency, notice must be given as soon as practicable.

Section 20: Health Leave

An unpaid leave of absence may be granted by the Board of Education for health purposes. A written request for such leave must be forwarded to the Assistant Superintendent, Human Resources.

Section 21: Family Illness Leave (Labor Code Section 233)

Pursuant to California Labor Code Section 233, a bargaining unit employee is entitled to use in any calendar year the bargaining unit employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six (6) months at the bargaining unit employee's then current rate of entitlement, to attend to an illness of a child, parent, step parent, parent-in-law, spouse, registered domestic partner, grandparent, grandchild, or sibling of the bargaining unit employee. All conditions and restrictions placed by the employer upon the use by a bargaining unit employee of sick leave also shall apply to the use by a bargaining unit employee to attend to an illness of a family member specified above. This leave shall not count against the days of personal necessity (Section 16) or personal leave (Section 17), shall not accumulate from year-to-year, and shall come from available sick leave.

Section 22: Parental-Child Bonding Leave

A. Provided by Education Code section 45196.1, full and part-time unit members shall be entitled to parental leave as set forth in this section.

B. For the purposes of this section, "parental leave" shall be defined as leave for reason

birth of the unit member's child, or the placement of a child with the unit member for adoption or foster care.

C. Unit members shall be entitled to use all current and accumulated sick leave for parental leave, for the period of up to twelve (12) workweeks. A unit member is also entitled to use his or her vacation leave in taking parental leave, if the employee chooses to do so. Vacation taken for parental leave will count against the 12 workweeks. Unit members do not have to be eligible for CFRA to use sick leave or vacation for parental leave under this section.

D. A unit member who has completed one year of employment with the District and who has exhausted all current and accumulated sick leave, but who continues to be absent due to child-bonding as defined under the California Family Rights Act (CFRA, Government Code section 12945.2), he/she shall be entitled to two thirds (2/3) pay for any of the remaining twelve (12) workweek period. Such two thirds (2/3) shall be paid as set forth in Section 4 above but shall not count against the leave entitlement set forth in that Section.

E. Any leave taken under this section shall count against any entitlement to child-bonding leave under the California Family Rights Act and the aggregate amount of leave taken under this section and CFRA shall not exceed twelve (12) workweeks in any twelve (12) month period. If a fiscal year concludes before the 12-workweek period is exhausted, the employee may take the balance of 12-workweek period in the subsequent fiscal year. Leave under this section shall be in addition to any leave taken for pregnancy or childbirth-related disability.

F. Except for extenuating circumstances, a unit member shall give at least:

- 1) Thirty (30) calendar days' notice of the baby's estimated birth due date if the unit member intends to take parental leave under this section at the time of the birth, and
- 2) Ten (10) working days' notice of intent to take parental leave under this section for any subsequent use of parental leave and for leave taken for foster care or adoption.

G. Leave shall be taken in increments of at least two (2) weeks' duration except that the District shall allow for periods that are less than two weeks on two occasions during the 12-workweek leave. Leave initiated under this section must be completed within twelve (12) months of the birth of the child or placement for adoption or foster care.

H. Unit members taking parental leave under this Section shall provide verification of the birth of child, including the date of birth, or of placement of adoption or foster care including date of placement.

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ARTICLE P: VACANCIES

Section 1: Definitions

A. Vacancy: a vacancy is defined as a new or existing bargaining unit position which is not currently staffed by a bargaining unit member and which the District intends to fill.

B. Promotion: a promotion is any change in classification, except reclassification pursuant to Article W, which results in a higher range.

C. Demotion: a demotion is any change in classification, except reclassification pursuant to Article W, which results in a lower range.

D. Transfer: a transfer is the movement of a bargaining unit employee from one position or work site to another position or work site within the same range. Transfers may be either voluntary (employee initiated) or involuntary (District initiated).

E. Classification: positions that are assigned the same title, job description, minimum qualification and salary range. Appendix I of this Agreement sets forth the Classifications within each Class (job family).

F. Class: the job family of related Classifications, e.g. Nutritional Service Class, Administrative Services Class, Maintenance and Operations Class, Security Services Class, and Instructional Services Class.

Section 2: Vacancy Notification

A. The District shall post a job vacancy bulletin at least once a month for at least seven (7) work days prior to the application deadline. This would include confidential and classified management positions.

B. Notices will be posted at all work locations. During summer recess, the District will post all vacancies on the District website. Prior to summer recess, all employees will be notified that the job bulletins can be viewed on the District's website. This would also include posting the vacancies at all traditional secondary school sites.

C. The notice will set forth the minimum qualifications for the vacancy and application procedures.

D. Unless parties mutually agree otherwise, the District shall fill vacancies within seventy (70) calendar days of posting. If any of the calendar days fall within a recess period, those days shall be excluded from the 70 calendar day count. The summer recess shall be counted as the day following the last day of school to August 1 of the same year. During the seventy (70) day period, the District may fill the vacancy with a substitute employee.

E. A Confidential and Management Employee who has previously completed a probationary period in a bargaining unit position in the District shall be entitled to apply for a bargaining unit vacancy posted in a current job vacancy bulletin. The employee shall be limited to applying only for positions in the job class from which he/she promoted, or a job class from which he/she previously completed a probationary period. Such employee must meet the qualifying criteria as outlined below.

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Section 3: Qualifying Process

A. All eligible bargaining unit applicants with the exceptions noted below will take a qualifying examination. It will be related to the particular job and will be administered by Human Resources. It will be separate from any practical demonstration of skills that may be administered later in the selection process.

1. Testing shall be waived only for those individuals who are applying for a transfer or demotion and meet the following criteria:

a. A transfer or demotion within the same job family who has, while working for the District, demonstrated the ability to perform the duties set forth in the job description. This ability is to be verified by a written statement from the applicant's immediate supervisor or Human Resources.

b. An employee who has successfully completed the probationary period for the classification for which they are now applying.

2. Passing test scores will be valid for twenty-four (24) months, unless the examination has been changed within that twenty-four (24) month period. Tests will only be administered when a vacancy for that classification is in the job vacancy bulletin. If a unit member does not pass the test, he/she may not retake the test until there is a vacancy posted in a new bulletin. If a unit member does not pass the test, he/she may request to review the test, in which case the unit member may not re-take the test for that classification for forty-five (45) calendar days.

Section 4: Selection Process

A. If there are five (5) or more bargaining unit employees who qualify for a bargaining unit vacancy, all bargaining unit applicants who have successfully completed the qualifying procedures set forth in Section 3 shall be interviewed by the selection committee and/or supervisor/administrator. Successive employees(s) shall be offered the position until the number of qualified bargaining unit applicants fall below five (5), in which case, part B, below, becomes effective. Tie decisions between bargaining unit employee finalists shall be determined by seniority. Barring emergency circumstances, the selection committee and/or supervisor or administrator will remain the same throughout the selection process for a particular vacancy.

B. If less than five (5) bargaining unit employees qualify for a vacancy, the District may include qualified outside applicants with the qualified bargaining unit applicants in the selection process.

C. If a bargaining unit employee is not selected, the bargaining unit employee may request in writing a written explanation for the District's decision. If the successful candidate is not a bargaining unit employee, then that candidate must be more qualified than any bargaining unit employee in that selection process.

Section 5: Involuntary Transfer Provisions

A. The District and CSEA realize the necessity of involuntary transfer. However, given the vast size of the District, it is agreed that no bargaining unit employee shall be involuntarily

transferred between the east and west ends of the District.

1. The West end consists of Morongo Valley, Yucca Valley, Landers, and Joshua Tree. The East end consists of the 29 Palms area and Joshua Tree. Joshua Tree is both East and West end. Bargaining unit members may be assigned to or from Joshua Tree from either end of the District.

2. Bargaining unit positions may be designated "Itinerant-East" and "Itinerant-West." Bargaining unit employees in those positions may be assigned to work at any site on their designated end of the District, and their assigned worksite(s) may be changed within that end of the District and it shall not be considered an involuntary transfer. The District may not assign a bargaining unit employee in an itinerant position to the other end of the District without the employee's agreement.

3. Positions in the following job classes may be designated as "District-Wide:" Information Technology and Maintenance and Operations (excluding custodians and warehouse personnel). Employees in District-wide positions may be assigned as needed to either end of the District, while retaining their East and West initial reporting designation. Bargaining unit employees in District-wide positions may be assigned to report to any site on their designated end of the District, and their reporting site may be changed within that end of the District and it shall not be considered an involuntary transfer.

B. Involuntary transfers shall not be made for punitive or preferential reasons.

C. Voluntary transfers will be considered prior to initiating involuntary transfers.

D. Prior to any involuntary transfer the District shall provide ten (10) working days' notice to the affected unit member with a copy to CSEA. The affected unit member shall have the right to meet with his/her supervisor or administrator designee and to know the reasons for the transfer. If the employee requests a meeting, said meeting shall occur within ten (10) working day notice period, and prior to any change being implemented. This meeting make take place by telephone if the unit member agrees. No employee shall, as a result of any involuntary transfer, suffer any loss in pay, hours per day, days per month, or months per year of assignment.

Section 6: Reassignment Due to Illness or Injury

A regular bargaining unit employee who is determined to be incapable of performing the duties of the position because of illness or injury may be assigned duties which the bargaining unit employee is capable of performing. The salary placement and status in classification of a bargaining unit employee so reassigned shall be mutually agreed upon by the District and CSEA Chapter 29.

Section 7: Break in Service

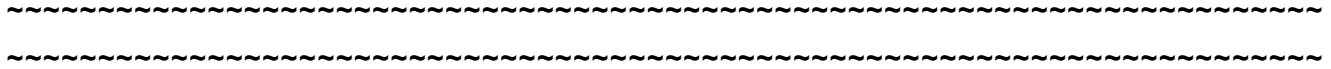
Any permanent bargaining unit employee in good standing who voluntarily resigns and is hired back to the same or related lower classification within thirty-nine (39) months, shall be restored to all previous seniority, and the rights, benefits and burdens of the classification to which the employee returned.

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Section 8: Confidential and Management Employees

A. A Confidential and Management Employee who applies for and is hired to a bargaining unit position shall be restored to all previous seniority, and the rights, benefits and burdens of the classified bargaining unit.

B. No Professional Growth bonus will be granted for course work completed while the Employee was a Confidential and Management Employee, with the exception that any Professional Growth bonus granted while the employee was a bargaining unit employee shall be reinstated.



ARTICLE Q: EXTRA HOURS ASSIGNMENTS (BARGAINING UNIT POSITIONS)

A. This section shall not apply to bargaining unit employees replacing bargaining unit employees who are absent from work due to an authorized leave of absence. This section shall apply only where bargaining unit employees are working in vacant positions or vacant extra hour assignments.

B. Part-time bargaining unit employees working in vacant positions which result in an increase of thirty (30) minutes or more per day in excess of their regular part-time positions shall be considered to be working extra hours assignments.

C. Bargaining unit employees temporarily working in vacant positions or vacant extra hours assignments shall earn seniority, holiday, sick and vacation and holiday credits in accordance with the increase in assigned time.

D. An employee who is not eligible for health, welfare, and retirement benefits based on his or her regular assignment shall not become eligible for such benefits solely due to the extra hours worked under this section for seventy (70) or less calendar days, absent a statutory right to such benefits. A bargaining unit employee shall not temporarily work in a vacant position or vacant extra hours assignment for a period exceeding seventy (70) calendar days in each vacancy. The District shall actively recruit to fill the vacant or newly created position. For all seventy (70) calendar day timelines in this Article, if any of the calendar days fall during a recess period, those days shall be excluded from the seventy (70) calendar day count. The summer recess shall be counted as the day following the last day of school to August 1 of the same year.

1. If a bargaining unit employee exceeds seventy (70) calendar days in the vacant position or vacant extra hours assignment, the bargaining unit employee shall be offered the additional hours as a permanent adjustment to his/her assignment if the assignment is in the same classification as the employee's regular assignment.

2. If a bargaining unit employee serves more than seventy (70) calendar days in the vacant position or vacant extra hours assignment which is in a different classification than the employee's regular assignment, the bargaining unit employee shall be offered the position. The bargaining unit employee shall be treated as a probationary employee in the new position and the time served while in the vacant position or vacant extra hours assignment shall count

toward permanent status in the new position under the terms of Article R.

3. In the event that the District offers an employee a position as delineated in Section 1 or 2 above, CSEA shall be notified to represent the employee.

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ARTICLE R: PROBATIONARY PERIODS

A. New (Initial) Employee Probation

1. The initial probationary period for a new bargaining unit employee is 115 days actually worked (not to include paid leaves or holidays).

2. A new bargaining unit employee serving his/her initial probationary period may be dismissed at any time during the probationary period and such action shall not be subject to the grievance or discipline procedures of this Agreement.

3. In the event a new bargaining unit employee serving his/her initial probationary period is promoted, transferred or demoted to a different classification prior to serving 130 days in paid status in the District, and subsequently fails that probation or voluntarily resigns from the new classification, he/she may, in lieu of termination and at the discretion of the District:

a. Serve the remainder of any uncompleted probationary period in the former classification; or

b. Be placed on the re-employment list for his/her former classification for a period of thirty-nine (39) months in the same manner as if he/she were laid off for lack of work or lack of funds. Placement on the re-employment list shall be consistent with the bargaining unit employee's seniority in classification under the provisions of this Article J of this Agreement. When recalled from the 39-month reemployment list, the employee shall serve the remainder of any uncompleted probationary period in the former classification.

4. In the event that a new bargaining unit employee has served an initial probationary period of more than 115 days actually worked (not to include paid leaves and holidays), and his/her initial probationary period has not been extended per Section C below, but during that period has promoted, transferred, or demoted to a different classification and subsequently fails probation in the new classification, he/she shall be, by seniority, returned to the employee's prior classification as per Section B.2 of this Article.

B. Permanent Bargaining Unit Employees Serving a Probationary Period in a New Classification

1. Any permanent bargaining unit employee who transfers, promotes, or demotes to a classification in which he/she has not previously completed a probationary period, shall serve a probationary period of seventy (70) days actually worked (not to include paid leaves or holidays) in the new classification.

2. Supervisors shall evaluate permanent bargaining unit employees serving a probationary period in a new position after the completion of thirty (30) days actually worked, as provided in Article T.

3. A permanent bargaining unit employee serving a promotional, transfer, or demotional probationary period who subsequently fails probation in the new classification shall be reinstated in permanent status in his/her former position unless there is cause for dismissal from district employment.

4. The District's decision to not pass an employee through a promotional,

transfer, or demotional probationary period shall not be subject to the grievance or discipline procedure of this Agreement, but the bargaining unit employee may appeal the action to the Superintendent whose decision shall be final. Any dismissal or suspension shall be subject to the discipline Article V of this Agreement.

C. Extension of Probationary Period

Any probationary period may be extended upon the mutual written agreement of the District, the Association, and the bargaining unit employee, but in any case the total probationary period shall not exceed a total of twelve (12) months.

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ARTICLE T: PERFORMANCE EVALUATION

Section 1: General

A. The parties have agreed to an evaluation format which includes standards and procedures for employee evaluation and which is attached as an Appendix of this Agreement and incorporated by reference herein.

B. Performance Evaluations shall not be used to discipline employees.

C. Each employee shall be notified annually of the identity of the employee's primary evaluator no later than October 1.

Section 2: Evaluation Schedule

A. Probationary employees: After the completion of four (4) months and, if the employee is retained, after the completion of the probationary period.

B. Permanent employees serving a probationary period in a new position: After the completion of thirty (30) days actually worked and, if the employee is retained, after the completion of the probationary period.

C. Permanent employees: Each permanent employee shall receive an evaluation at least once every two years prior to May 1 of the evaluation year.

Section 3: Procedure

A. The employee's evaluator shall prepare the evaluation in the required evaluation format.

B. The evaluator shall discuss the evaluation with the employee.

C. The form shall be signed by the employee to indicate receipt, and the employee shall be given a signed and dated copy.

D. The employee shall be given fifteen (15) working days to respond to the evaluation before the evaluation is placed in the employee's Personnel File. Said response shall be attached to the evaluation.

Section 4: Recommendation for Improvement

Prior to receiving a rating of Needs Improvement in any performance area on an evaluation, the evaluator shall inform, in a timely manner, a permanent bargaining unit employee of improvements needed, so as to give employee opportunity to correct cited deficiencies.

A. Any rating of Needs Improvement on an evaluation shall include specific recommendations for improvement(s) and provisions for assisting the employee in implementing any recommendations made.

B. For permanent employees, a follow-up evaluation shall be conducted within three (3) work year months to determine if progress has been made towards the employee achieving the recommended improvement.

C. The procedures set forth in Section 3, above, and Section 5, below, shall be used for any follow-up evaluation(s).

Section 5: Appeal Rights

A. Only the evaluation procedures, not the contents of an evaluation, shall be subject to

the grievance procedure of this Agreement.

B. An employee who is not satisfied with the performance evaluation shall, upon written request, be granted a review conference with the Assistant Superintendent, Human Resources, whose decision regarding the disposition of the evaluation shall be final.

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ARTICLE U: PERSONNEL FILE

Subject to reasonable regulations by the District, an employee shall have the right without loss of pay to examine and/or obtain copies, at the employee's expense, of any material from the employee's personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the employee involved, or other material which lawfully may be or are required to be withheld from employees. Upon written authorization of any employee, said employee's representative shall be accorded the same right of inspection and/or copying at their expense. In accordance with applicable laws, all personnel files shall be maintained in confidence by the District, subject only to use as required for the administration of the affairs of the District, including but not limited to supervision of the employee who is subject of the file.

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ARTICLE V: DISCIPLINE

Section 1: Just Cause

Discipline shall be imposed on permanent bargaining unit employees in accordance with the terms of this section and for just cause, consistent with and subject to provisions of the Education Code and other applicable Federal, State, and local Regulations.

Any of the following offenses on the part of the bargaining unit employee shall constitute grounds for discipline:

A. Incompetence, inefficiency, inattention to or dereliction of duty, lack of ability or failure to perform the assigned duties in a satisfactory manner.

B. Insubordination, failure to obey reasonable direction or observe reasonable rules of school district management, or willful and/or persistent violation of the provisions of the District policies, safety rules, or the Education Code.

C. Conviction of any felony; conviction of a misdemeanor involving moral turpitude; dishonesty harmful to public service; immoral conduct harmful to public service; being under the influence of or consuming alcohol while on duty; addiction to or use of controlled substances; or fraud in obtaining employment with the District.

D. Political activity, during the assigned hours of duty.

E. Discourteous or inappropriate treatment of the public, students, or other district employees, or other willful failure of good conduct tending to injure the public.

F. Physical or mental incapacity.

G. Absence from duty without authorization, including tardiness; abandonment of position (except in emergency situations, abandonment is defined as absence of five or more consecutive workdays without proper notification to District personnel. Notification includes but is not limited to entering absence on Sub On Line, calling your immediate supervisor, Human Resources or District Receptionist and/or substitute extension).

H. Negligence in performance of duty or use of District property, which endangers the property, health, or safety of persons.

I. Theft or destruction of District property.

J. Unauthorized overtime.

K. Failure to maintain valid licenses and/or certifications required by Federal, State, County, or City government when required in the performance of an employee's daily duties.

Section 2: Procedures

When the District determines that the serious nature of the allegations warrant it, any of the following procedural steps may be skipped. However, nothing in the previous sentence shall lessen the District's burden of proof of said allegations, nor does it change in any way the discipline appeal(s) process. The following procedures may be repeated as often as the supervisor deems necessary before proceeding to the next step. For the purpose of discipline, the following procedures shall be followed:

1. Informal Discussion - (optional) No Record

2. Verbal Warning - Followed by summary memo, nothing in Personnel File.
3. Written Warning - With five (5) day notice to Personnel File.
4. Disciplinary Suspension of five (5) days or less.
5. Disciplinary Suspension of greater than five (5) days.
6. Termination

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- STEP 1: INFORMAL DISCUSSION - OPTIONAL (employee/supervisor)
 A supervisor will discuss situation with employee. There is no formal recording of this meeting.
- STEP 2: VERBAL WARNING (employee/supervisor/representative if desired)
- a) Situation investigated, reviewed, and discussed. Behavior change indicated as necessary.
 - b) Summary memo sent to employee. Nothing to Personnel File.
- STEP 3: WRITTEN WARNING (employee/supervisor/representative if desired)
- a) Incident Form used. Problem reviewed, remedy plan outlined with timelines and employee comments included.
 - b) The Follow-up Form is used to assess progress of the plan. Within ninety (90) days of the written warning, the progress will be discussed with the employee and the Follow-up Form completed.
 - c) Bargaining unit employee may attach statements under ten (10) day notification.
- STEP 4: DISCIPLINARY SUSPENSION OF FIVE (5) DAYS OR LESS (employee/supervisor/representative and Assistant Superintendent, Human Resources or designee)
- a) Continued violations may result in recommendation of disciplinary suspensions of five (5) day or less without pay.
 - b) Appeals to recommended suspension see Sections 4 - 6.
 - c) Immediate suspension - see Section 7 for cause and procedures.
- STEP 5: DISCIPLINARY SUSPENSION OF GREATER THAN FIVE (5) DAYS (Employee/Supervisor/Representative and Assistant Superintendent, Human Resources or designee)
- a) Continued violations may result in recommendation of disciplinary suspensions of greater than five (5) days without pay.
 - b) Appeals to recommended suspension, see Sections 4 – 6.
- STEP 6: TERMINATION
- a) If all previous actions have failed to correct problem, termination may be recommended.

Section 3: Written Notice of Proposed Discipline

In taking disciplinary action against a permanent bargaining unit employee under Section

2: Procedures, Steps 4 and 5 (Disciplinary Suspension) or 6 (Terminations), a written notice of proposed discipline shall be personally served on the bargaining unit employee or served by certified mail, return receipt requested, at least ten (10) calendar days prior to the effective date of the proposed action. The discipline packet for Disciplinary Suspension of less than five days (Level 4), Disciplinary Suspension of greater than five days (Level 5), and Termination (Level 6) will be prepared by Human Resources administration or confidential employees. The notice of the proposed discipline shall contain:

- A. A description of the proposed action and its effective date;
- B. A statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;
- C. Copies of materials, if any, in the possession of the District and on which the proposed action is based;
- D. A statement of the bargaining unit employee's right to a pre-disciplinary meeting (i.e. Skelly) regarding the charges, as provided for below;
- E. A statement of the employee's right to be represented during this procedure;
- F. A statement of the employee's right to appeal to the Board of Education should the proposed action be recommended to the Board of Education;
- G. A District form, the signing and filing of which shall constitute a demand for a hearing when the District determines to recommend such discipline be imposed.

Section 4: Impartial Hearing

Should disciplinary action be recommended to the Board of Education, the Association shall have the right to refer such action to an impartial hearing officer selected by mutual agreement of the District and the Association prior to its being presented to the Board of Education and, the effective date of the proposed disciplinary action shall be held in abeyance pending the decision of the hearing officer.

If the District and the Association cannot agree upon a hearing officer, the American Arbitration Association will be requested to supply a list of five (5) names. Each party will alternately strike from the list until only one (1) name remains. The order of striking will be determined by lot. The District and Association will share the cost, if any, of the hearing officer.

Failure of the bargaining unit employee to appeal, as provided for in Section 5, below, shall make the decision of the hearing officer final and binding.

Section 5: Appeals to Proposed Disciplinary Action

A. If the Association does not refer the matter to a hearing officer, the bargaining unit employee shall have the right to appeal the proposed discipline to the Board of Education in accordance with "C" below.

B. A permanent bargaining unit employee who has been demoted, suspended or dismissed by action of a hearing officer, may appeal the action within fourteen (14) calendar days after receipt of a copy of the hearing officer's decision by filing a written response to the decision clearly stating the desire to exercise this right of appeal and the reasons for appeal.

C. In the event a hearing officer is not utilized, the Board of Education shall conduct a hearing and the decision of the Board of Education shall be final.

D. In the event the bargaining unit employee appeals a hearing officer's decision to the Board of Education, the Board of Education shall either conduct a hearing or review the decision of the hearing officer and the decision of the Board of Education shall be final.

Section 6: Immediate Suspension

A. Notwithstanding any of the above provisions, the parties agree that in circumstances where the conduct of a bargaining unit employee is reasonably believed by the District to constitute a threat to the person or property of the District, its employees, or students, an immediate suspension is justified. Prior to imposing a suspension without pay under this Section, the bargaining unit employee shall be given written notice of proposed action stating the grounds and particular facts upon which it is based, access to materials supporting the proposed action, and the right to respond orally or in writing or both to the Superintendent or designee. Whether or not such suspension should have been with or without pay, shall be decided by the hearing officer or the Board of Education, whichever is applicable. Where the suspension is with pay, a written notice shall be made available to the employee and to CSEA within one (1) working day, (24 hours), stating the time the employee was suspended and the basic reason for the immediate suspension.

B. As soon as practicable after suspension with pay, the bargaining unit employee shall be entitled to a conference with the Assistant Superintendent, Human Resources or designee.

Section 7: General

A bargaining unit employee charged with the commission of any sex offense as defined in Section 44010 of the Education Code, or any narcotics offense as defined in Section 44011 of the Education Code, by complaint, information, or indictment filed in a court of competent jurisdiction may be suspended as provided for in Section 45304 of the Education Code. Such a suspension will be processed as an involuntary personal leave in accordance with the provisions of this rule relative to suspension. The bargaining unit employee may receive compensation as provided for in the Code Section. Such suspension shall be reviewed by the Board of Education every ninety (90) calendar days.

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ARTICLE W: CLASSIFICATION, RECLASSIFICATION AND ABOLITION OF POSITIONS

Section 1: General

Each bargaining unit position shall be placed in a classification with a designated title, and shall have: a regularly assigned minimum number of hours per day, days per week, and weeks/months/days per year, a job description enumerating the specific duties to be performed in each such position, and a regular monthly salary range.

Section 2: Classification and Reclassification Requirement

Whenever the duties actually performed by an incumbent in a position are not actually reflected in, or reasonably related to, the specific statement of duties required to be performed as set forth in the job description for the position, the employee shall be reclassified, or granted pay for work out of classification, in accordance with the criteria and procedure set forth below.

Section 3: Pay for Work Out of Classification

Where the duties performed are not fixed and prescribed for the position or reasonably related to those fixed and prescribed for the position, and where those duties, upon the completion of which, such duties or similar duties will not be extended or needed on a continuing basis, the employee shall be entitled to an upward adjustment for the entire period such temporary duties were performed, provided that the assignment was for a period of at least five (5) working days during any fifteen (15) calendar day period. Upward adjustment shall be as defined in Article L, Section 7. It is the intent of this section to permit the District to temporarily work bargaining unit employees outside their normal duties but in so doing to require that some reasonable additional compensation be provided the employee during such temporary assignment.

Section 4: Reclassification

A. Reclassification of a position may be warranted:

1. If there is a significant proposed change in the types of duties and/or the level of responsibility of one or more job areas, where the duties or level of responsibility will be extended or needed on a continuing basis.
2. If there has been a gradual accretion of duties in a job classification, (meaning a natural growth in the number and/or scope of duties, not the volume of existing duties).
3. If the job description no longer accurately reflects the current duties of the position.

B. Reclassification Review Committee

1. In order to assure an efficient, fair and equitable Classification and Reclassification System, a standing advisory committee is hereby established to make recommendations to both the District's and CSEA's negotiating teams regarding the reclassification applications.
2. It is the intent of the Committee structure to complement the collective bargaining process and it is recognized that participation in this process is not a waiver of negotiation rights on any subjects within the scope of representation arising as a result of the Committee deliberations.

3. The Committee shall be composed of two (2) representatives appointed by the CSEA Chapter President and two (2) representatives appointed by the District. All Committee members must be current employees of the District.

C. Conflict of Interest

Any Committee member with a conflict of interest in any proposed or requested reclassification shall excuse him/herself from the Committee during all consideration of issues relating to that position, including but not limited to all discussions, deliberations and votes. A conflict of interest requiring recusal exists when:

1. A Committee member is an immediate family member (as defined by Article O of this collective bargaining agreement (Bereavement Leave)) of the incumbent of the position proposed or requested reclassification.
2. A Committee member has a conflict of interest as defined by Board Policy.
3. A Committee member whose request for reclassification is being reviewed by the Committee.
4. A Committee member has a close personal relationship with the member under consideration.
5. A Committee member has a financial interest as defined by Government Code §1090 and/or the Political Reform Act.
6. Other factors as determined by the Committee, such as worksite-based conflict of interest.
7. In the event of a conflict of interest as defined by this section, an alternate shall be appointed by the appropriate party to fill the vacancy created by a recusal.

D. Timelines

The Committee shall review reclassification requests received from employees annually as follows:

1. All completed forms must be received by the Human Resources Department between October 1st and December 15th, inclusive, to be considered for review within the same school year.
2. The Committee will not consider requests that were submitted and examined within the previous three (3) years unless significant changes in the job duties can justify such a review. An increase in the volume of work is not a valid reason for a reclassification.
3. Classifications must be established for a period of at least three (3) years before reclassification can be considered
4. No more than five (5) positions may be reviewed through this process in any year. Eligible and qualifying application requests shall be considered on a first come, first served basis.

E. Procedures

1. A reclassification request may be initiated by the employee or his/her supervisor.

2. All requests for reclassification must be submitted on the 'Classification Questionnaire' forms and any supporting materials submitted to the Human Resources Department by the deadline for action. Forms are available from the Human Resources Department. An employee requesting reclassification shall not complete this form during his/her working hours.
3. If the employee initiates the request, the Committee shall provide a copy of the completed form to the immediate supervisor for review. The supervisor shall have up to twenty (20) working days to provide a response to the Committee. Following the immediate supervisor's timely comments, the employee shall have up to twenty (20) working days to provide a timely response to the Committee.
4. Committee members are responsible for reviewing the classification questionnaire and any supporting materials submitted by the employee or immediate supervisor prior to the scheduled interviews, if any. A written statement from the next level administrator may also be reviewed. Committee members should be prepared to ask appropriate questions to clarify any issues arising from the questionnaire and materials.
5. The Committee may, upon a majority vote, elect to conduct field interviews. Such field interviews shall be scheduled when all Committee members are available to participate, however, not all four are required. Individual Committee members shall have no authority to independently investigate the reasons for or against a reclassification.
6. An interview may be scheduled with the employee and immediate supervisor before the Committee. The purpose of the interview is to gather information and to clarify any ambiguities. In the event of a group reclassification request, it is preferable to interview all incumbents at the same time. The interview shall be scheduled during the affected employee's non-work hours.
7. Following the completion of the review of all requests for reclassification, Committee members shall participate in discussions as a group concerning the merit of the request(s) based on the guidelines for reclassification.
8. Committee members shall vote on a recommendation after considering the following information: the classification questionnaire and supporting materials submitted by the employee or supervisor, the response to the request from the immediate supervisor and employee's reply, the statement by the next-level administrator (if any), interviews (if any) with the affected employee and immediate supervisor, and information obtained in field interviews (if any).
9. The Committee shall forward its recommendations to CSEA's and the District's negotiating teams. Final determination of reclassification requests shall be bargained by the parties.
10. The recommendations of the Committee and/or the outcome of a reclassification

application shall not be subject to the grievance procedure. Only alleged violations of the procedure provided by this article shall be grievable.

11. Any reclassification application which is approved by both parties shall not be resubmitted for at least three (3) years following the Committee's decision; reclassifications that are not agreed to by the parties shall not be resubmitted for at least three (3) year following the Committee's decision.

Section 5: New Classifications

In the event that the District hereafter creates a new job classification or proposes to substantially change the duties of an existing classification to which this Agreement applies, the District and CSEA, and its Chapter 29, shall meet to negotiate with regard to whether or not such position is to be included within the bargaining unit, either party may petition the Public Employment Relations Board for Unit Clarification. If there is a dispute as to the appropriate rate of pay, minimum qualifications or job title to be assigned the position, the parties shall meet and negotiate regarding the dispute.

Section 6: Salary Placement of Reclassified Positions

When a position(s) is reclassified, the incumbent(s) shall be placed on the same step of the new range to which they were assigned prior to reclassification. If the incumbent(s) is reclassified to a lower range, the incumbent(s) shall be "Y" rated. In no event shall upward reclassification result in a loss of pay for a classified employee, and in no event shall the reclassification change the employee's anniversary date for the purposes of earning salary step increases. Unless negotiated differently, the reclassification shall become effective the July 1st following the December 15th reclassification submission date.

Section 7: Incumbent Rights

When a position(s) is reclassified, the incumbents(s) in the positions(s) shall be entitled to serve in the new position(s).

Section 8: Abolition of a Position or Class of Positions

If the District proposes to abolish a position(s) or classification, it shall notify CSEA, Chapter 29, in writing. If in the abolishment of a position or classification, the District proposes to transfer the duties of the position or classification to another position or classification, then that transfer of work and/or increase in workload shall be negotiable.

Section 9: Review of Job Descriptions

All bargaining unit job descriptions shall be systematically reviewed according to a five-year plan of program maintenance, with at least one job family being reviewed each year (Administrative Services, Instructional Services, Maintenance and Operations, Nutritional Services, Security Services). The Job Descriptions in each family shall be updated according to the scheduled review, with the intent being to ensure that job descriptions accurately reflect each position's duties, skills, and legal requirements as they may change over time. This annual job family study will not preclude a bargaining unit employee who chooses to request reclassification per this Article.

ARTICLE X: SAFETY AND HEALTH

Section 1

Insofar as possible, the District shall provide safe and healthful working conditions.

Section 2

No bargaining unit employee will be in any way discriminated against for reporting unsafe or unhealthful working conditions.

Section 3

The District shall furnish safety equipment reasonably necessary to permit bargaining unit employees to perform assigned duties safely.

Section 4

If the District establishes a safety committee, CSEA shall have the right to appoint a reasonable number of bargaining unit employees to serve on said committee.

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ARTICLE Y: EFFECT ON AGREEMENT - ENTIRE AGREEMENT

To the extent permitted by law, the specific provisions of this Agreement prevail over District practices, policies, procedures, rules and regulations pertaining to bargaining unit employees.

District practices and procedures which are not within the scope of bargaining remain discretionary with the District except that the parties shall meet and consult regarding the development of procedures and/or policies relating to employer/employee relations not included in this Agreement.

This written Agreement sets forth the full and complete Agreement between the parties, superseding all prior formal or informal agreements thereon. There are no valid or binding representations or inducements between the parties that are not embodied herein. Other than reopeners, negotiations may occur on matters contained in this Agreement by mutual consent of the parties. However, both parties otherwise expressly waive the right to bargain concerning matters contained in this Agreement during the life of the Agreement.

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ARTICLE Z: DURATION OF AGREEMENT

Section 1: Term of Agreement

This agreement shall be and remain in effect from July 1, 2019 to and including June 30, 2022 and from year-to-year thereafter unless alteration or amendment is requested in writing between January 1 and March 31 of each year unless mutually agreed otherwise, and in no case later than ninety (90) days prior to the termination date set forth above.

Section 2: Negotiations

Negotiations may be reopened annually over Article L: Compensation and Benefits, and one (1) additional article for each party each school year, and any additional article mutually agreed upon. Negotiations over reopeners and for a successor Agreement shall begin as soon as possible after public notice requirements have been met and this Agreement will stay in force until negotiations for a new Agreement are completed.

Section 3: Additions or Changes in This Agreement

Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

FOR THE DISTRICT:

FOR CSEA

Michael Ghelber, Asst. Supt., HR

Shadee Johnson, CSEA, Ch. 29 Pres.

Sharon Flores, Asst. Supt., Business

Marc Greenhouse, Negotiator

Margaret Korotenko, Negotiator

Michael Morgan, Negotiator

Date

Beth Caskie, LRR, CSEA

Classified Job Classifications

<i>Administrative Services Class</i>	<i>Range</i>
Account Clerk – Purchasing	24
Account Specialist – Attendance	28
Account Specialist – Benefits/Payroll	28
Account Specialist – Budget	28
Account Specialist – Payroll	28
Account Technician – Accounts Payable	26
Account Technician – ASB	26
Account Technician – Nutritional Services	26
Administrative Assistant – Department/Program	26
Administrative Assistant – Secondary School	27
Administrative Assistant– Child Welfare/Attendance	26
Administrative Assistant - Elementary School	24
Administrative Assistant–Continuation High School	24
Budget Analyst	32
District Receptionist	18
Graphic Services Assistant	15
Graphic Services Manager	27
Health Assistant	12
Health Technician	22
Human Resource Technician	20
Instructional Media Specialist	21
Information Technology Network Systems Specialist	35
Information Technology Support Specialist	29
Office Assistant – School	15
Office Clerk – School	12
Office Technician – Maintenance	20
Office Technician – School	18
Office Technician – Special Education	18
Registrar	26
Safety/Compliance Officer	35
Secretary – School	21
Special Education Compliance/Data Technician	22
Student Information Systems Technician	35

<i>Security Services Class</i>	<i>Range</i>
Campus Safety Coordinator	20
Secondary Campus Supervisor	12
Noon Supervisor	10

<i>Instructional Services Class (paraprofessional)</i>		<i>Range</i>
Computer Lab Assistant		15
Instructional Assistant/Behavior		20
Instructional Assistant/Bilingual		17
Instructional Assistant/Classroom		13
Instructional Assistant/Deaf – Hearing Impaired		17
Instructional Assistant/ESL		15
Instructional Assistant/PBIS		13
Instructional Assistant/Physical Education		13
Instructional Assistant/Severely Disabled		17
Instructional Assistant/Special Education		15
Instructional Assistant/Visually Impaired		15
Job Coach		16
Job Developer/Coach		19
Library Media Center Clerk		16
Library Media Center Technician		21

<i>Nutritional Services Class</i>		
Nutritional Service Manager		23
Nutritional Service Manager – Multiple Sites		27
Nutritional Service Site Supervisor		16
Nutritional Service Worker		12
Nutritional Services Worker – Lead		14

<i>Maintenance and Operations Class</i>		
Air Conditioning & Heating Mechanic - Worker		29
Air Conditioning & Heating Mechanic - Skilled		33
Automotive & Heavy Equipment Mechanic – Skilled		33
Custodian		18
Custodian – Lead		20
Electronic Specialist		33
Lead Grounds Worker		24
Groundskeeper		20
Grounds/Maintenance Foreman		35
Grounds/Maintenance Heavy Equipment Operator		31
Maintenance Carpenter – Skilled		33
Maintenance Electrician – Skilled		33
Maintenance Painter – Skilled		33
Maintenance Roofer – Skilled		33
Maintenance Worker		27
Maintenance Worker – General		29
Maintenance Worker – Skilled		31

Maintenance Worker Fabricator/Welder		33
Maintenance Worker – Locksmith		31
Senior Custodian		22
Senior Custodian - with gymnasium		24
Warehouse Worker		22
Warehouse Worker – Lead		26

**MORONGO UNIFIED SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE
2019-2020**

	ANNUAL							CR12MO	
	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	
	2	3	4	5	6	7	8	9	
10	\$ 28,675.00	\$ 30,094.00	\$ 31,533.00	\$ 33,177.00	\$ 34,844.00	\$ 36,585.00	\$ 38,419.00	\$ 40,339.00	10
11	\$ 29,357.00	\$ 30,888.00	\$ 32,420.00	\$ 33,988.00	\$ 35,790.00	\$ 37,454.00	\$ 39,345.00	\$ 41,312.00	11
12	\$ 30,169.00	\$ 31,642.00	\$ 33,233.00	\$ 34,918.00	\$ 36,736.00	\$ 38,457.00	\$ 40,409.00	\$ 42,429.00	12
13	\$ 30,946.00	\$ 32,478.00	\$ 34,086.00	\$ 35,790.00	\$ 37,604.00	\$ 39,478.00	\$ 41,487.00	\$ 43,561.00	13
14	\$ 31,684.00	\$ 33,272.00	\$ 34,937.00	\$ 36,697.00	\$ 38,628.00	\$ 40,409.00	\$ 42,450.00	\$ 44,572.00	14
15	\$ 32,515.00	\$ 34,144.00	\$ 35,827.00	\$ 37,679.00	\$ 39,594.00	\$ 41,487.00	\$ 43,624.00	\$ 45,805.00	15
16	\$ 33,331.00	\$ 34,993.00	\$ 36,774.00	\$ 38,628.00	\$ 40,598.00	\$ 42,583.00	\$ 44,740.00	\$ 46,977.00	16
17	\$ 34,181.00	\$ 35,941.00	\$ 37,739.00	\$ 39,613.00	\$ 41,618.00	\$ 43,645.00	\$ 45,839.00	\$ 48,130.00	17
18	\$ 35,052.00	\$ 36,850.00	\$ 38,685.00	\$ 40,598.00	\$ 42,700.00	\$ 44,779.00	\$ 47,052.00	\$ 49,404.00	18
19	\$ 35,960.00	\$ 37,777.00	\$ 39,651.00	\$ 41,639.00	\$ 43,775.00	\$ 45,934.00	\$ 48,262.00	\$ 50,675.00	19
20	\$ 36,908.00	\$ 38,778.00	\$ 40,674.00	\$ 42,755.00	\$ 44,931.00	\$ 47,202.00	\$ 49,569.00	\$ 52,047.00	20
21	\$ 37,834.00	\$ 39,728.00	\$ 41,752.00	\$ 43,759.00	\$ 46,086.00	\$ 48,301.00	\$ 50,780.00	\$ 53,319.00	21
22	\$ 38,837.00	\$ 40,748.00	\$ 42,791.00	\$ 45,006.00	\$ 47,202.00	\$ 49,569.00	\$ 52,084.00	\$ 54,688.00	22
23	\$ 39,747.00	\$ 41,771.00	\$ 43,775.00	\$ 46,028.00	\$ 48,337.00	\$ 50,723.00	\$ 53,314.00	\$ 55,979.00	23
24	\$ 40,748.00	\$ 42,791.00	\$ 45,006.00	\$ 47,219.00	\$ 49,569.00	\$ 52,027.00	\$ 54,657.00	\$ 57,389.00	24
25	\$ 41,808.00	\$ 43,795.00	\$ 46,047.00	\$ 48,337.00	\$ 50,839.00	\$ 53,336.00	\$ 56,060.00	\$ 58,863.00	25
26	\$ 42,832.00	\$ 45,025.00	\$ 47,240.00	\$ 49,589.00	\$ 52,084.00	\$ 54,699.00	\$ 57,459.00	\$ 60,331.00	26
27	\$ 43,853.00	\$ 46,086.00	\$ 48,413.00	\$ 50,855.00	\$ 53,393.00	\$ 56,042.00	\$ 58,899.00	\$ 61,843.00	27
28	\$ 45,025.00	\$ 47,240.00	\$ 49,589.00	\$ 52,084.00	\$ 54,736.00	\$ 57,383.00	\$ 60,319.00	\$ 63,334.00	28
29	\$ 46,102.00	\$ 48,433.00	\$ 50,871.00	\$ 53,393.00	\$ 56,117.00	\$ 58,899.00	\$ 61,909.00	\$ 65,004.00	29
30	\$ 47,277.00	\$ 49,625.00	\$ 52,143.00	\$ 54,773.00	\$ 57,554.00	\$ 60,356.00	\$ 63,424.00	\$ 66,595.00	30
31	\$ 48,452.00	\$ 50,891.00	\$ 53,446.00	\$ 56,154.00	\$ 58,974.00	\$ 61,889.00	\$ 65,031.00	\$ 68,282.00	31
32	\$ 49,682.00	\$ 52,181.00	\$ 54,829.00	\$ 57,554.00	\$ 60,448.00	\$ 63,403.00	\$ 66,603.00	\$ 69,933.00	32
33	\$ 50,929.00	\$ 53,526.00	\$ 56,192.00	\$ 58,974.00	\$ 61,983.00	\$ 65,069.00	\$ 68,382.00	\$ 71,801.00	33
34	\$ 52,201.00	\$ 54,829.00	\$ 57,594.00	\$ 60,448.00	\$ 63,535.00	\$ 66,695.00	\$ 70,083.00	\$ 73,587.00	34
35	\$ 53,541.00	\$ 56,212.00	\$ 59,766.00	\$ 61,965.00	\$ 65,124.00	\$ 68,362.00	\$ 71,825.00	\$ 75,416.00	35
36	\$ 54,880.00	\$ 57,617.00	\$ 61,259.00	\$ 63,514.00	\$ 66,753.00	\$ 70,070.00	\$ 73,620.00	\$ 77,301.00	36

**MORONGO UNIFIED SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE
2019-2020**

	MORONGO UNIFIED SCHOOL DISTRICT CLASSIFIED SALARY SCHEDULE 2019-2020								
	HOURLY							HOURLY	
	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	
	2	3	4	5	6	7	8	9	
10	\$ 13.73	\$ 14.41	\$ 15.10	\$ 15.89	\$ 16.69	\$ 17.52	\$ 18.40	\$ 19.32	10
11	\$ 14.06	\$ 14.79	\$ 15.53	\$ 16.28	\$ 17.14	\$ 17.94	\$ 18.84	\$ 19.79	11
12	\$ 14.45	\$ 15.15	\$ 15.92	\$ 16.72	\$ 17.59	\$ 18.42	\$ 19.35	\$ 20.32	12
13	\$ 14.82	\$ 15.55	\$ 16.32	\$ 17.14	\$ 18.01	\$ 18.91	\$ 19.87	\$ 20.86	13
14	\$ 15.17	\$ 15.93	\$ 16.73	\$ 17.58	\$ 18.50	\$ 19.35	\$ 20.33	\$ 21.35	14
15	\$ 15.57	\$ 16.35	\$ 17.16	\$ 18.05	\$ 18.96	\$ 19.87	\$ 20.89	\$ 21.94	15
16	\$ 15.96	\$ 16.76	\$ 17.61	\$ 18.50	\$ 19.44	\$ 20.39	\$ 21.43	\$ 22.50	16
17	\$ 16.37	\$ 17.21	\$ 18.07	\$ 18.97	\$ 19.93	\$ 20.90	\$ 21.95	\$ 23.05	17
18	\$ 16.79	\$ 17.65	\$ 18.53	\$ 19.44	\$ 20.45	\$ 21.45	\$ 22.53	\$ 23.66	18
19	\$ 17.22	\$ 18.09	\$ 18.99	\$ 19.94	\$ 20.97	\$ 22.00	\$ 23.11	\$ 24.27	19
20	\$ 17.68	\$ 18.57	\$ 19.48	\$ 20.48	\$ 21.52	\$ 22.61	\$ 23.74	\$ 24.93	20
21	\$ 18.12	\$ 19.03	\$ 20.00	\$ 20.96	\$ 22.07	\$ 23.13	\$ 24.32	\$ 25.54	21
22	\$ 18.60	\$ 19.52	\$ 20.49	\$ 21.55	\$ 22.61	\$ 23.74	\$ 24.94	\$ 26.19	22
23	\$ 19.04	\$ 20.01	\$ 20.97	\$ 22.04	\$ 23.15	\$ 24.29	\$ 25.53	\$ 26.81	23
24	\$ 19.52	\$ 20.49	\$ 21.55	\$ 22.61	\$ 23.74	\$ 24.92	\$ 26.18	\$ 27.49	24
25	\$ 20.02	\$ 20.97	\$ 22.05	\$ 23.15	\$ 24.35	\$ 25.54	\$ 26.85	\$ 28.19	25
26	\$ 20.51	\$ 21.56	\$ 22.62	\$ 23.75	\$ 24.94	\$ 26.20	\$ 27.52	\$ 28.89	26
27	\$ 21.00	\$ 22.07	\$ 23.19	\$ 24.36	\$ 25.57	\$ 26.84	\$ 28.21	\$ 29.62	27
28	\$ 21.56	\$ 22.62	\$ 23.75	\$ 24.94	\$ 26.21	\$ 27.48	\$ 28.89	\$ 30.33	28
29	\$ 22.08	\$ 23.20	\$ 24.36	\$ 25.57	\$ 26.88	\$ 28.21	\$ 29.65	\$ 31.13	29
30	\$ 22.64	\$ 23.77	\$ 24.97	\$ 26.23	\$ 27.56	\$ 28.91	\$ 30.38	\$ 31.89	30
31	\$ 23.20	\$ 24.37	\$ 25.60	\$ 26.89	\$ 28.24	\$ 29.64	\$ 31.15	\$ 32.70	31
32	\$ 23.79	\$ 24.99	\$ 26.26	\$ 27.56	\$ 28.95	\$ 30.37	\$ 31.90	\$ 33.49	32
33	\$ 24.39	\$ 25.64	\$ 26.91	\$ 28.24	\$ 29.69	\$ 31.16	\$ 32.75	\$ 34.39	33
34	\$ 25.00	\$ 26.26	\$ 27.58	\$ 28.95	\$ 30.43	\$ 31.94	\$ 33.56	\$ 35.24	34
35	\$ 25.64	\$ 26.92	\$ 28.62	\$ 29.68	\$ 31.19	\$ 32.74	\$ 34.40	\$ 36.12	35
36	\$ 26.28	\$ 27.59	\$ 29.34	\$ 30.42	\$ 31.97	\$ 33.56	\$ 35.26	\$ 37.02	36

EXTRA CURRICULAR DUTIES

The following extracurricular duties shall be paid at a rate of \$14.00 per hour, per Article L, Section 14.

Ticket Takers/Sales

Scorekeepers at sporting events

Timekeepers at sporting events

Judges at sporting events or other special events

Officials at sporting events (umpires, chains at football games, etc)

Chaperones

Snack Bar workers

Any other duties mutually agreed upon by MUSD and CSEA, Chapter 29

FLEXIBLE ASSIGNMENT SCHEDULE

Employee's Name

Site

Position

Schedule Effective From: _____

To: _____

	Specific Hours	Hours Per Day
Monday		=
Tuesday		=
Wednesday		=
Thursday		=
Friday		=
Saturday		=
Sunday		=

Total hours per week _____

Employee's Signature

Supervisor's Signature

Rationale: _____

District Approval

CSEA Approval

Date

Date

**MORONGO UNIFIED SCHOOL DISTRICT
CLASSIFIED COURSE APPROVAL FORM**

Name

Position

Site

SEND ENTIRE FORM TO HUMAN RESOURCES

Course Title	College or University	Semester and year	Units Semester	Quarter	Office Use Job Related	Only Non Related

Objective in taking course: _____

Employee's Signature

Date

Asst Supt, Human Resources

To receive credit for Professional Growth, you must submit official grade card, completion certificate, or similar evidence of course completion to the Human Resources Office no later than June 30. Any grade cards received after that date will be posted to the following year's Professional Growth records.

MORONGO UNIFIED SCHOOL DISTRICT

School Year

PERFORMANCE EVALUATION FOR CLASSIFIED EMPLOYEES

EMPLOYEE: _____ **POSITION** _____ **SITE:** _____

EVALUATOR: _____

Permanent **Probationary** (4 Mo. 6 Mo. or 30 Day 70 Day)

The purpose of this evaluation is to aid the employee and the supervisor in clarifying and determining the employee's performance and progress. It has counseling value to both employee and supervisor, and will be reviewed by the supervisor and employee together.

Rating Scale:

- E** = Exceeds job requirements
- M** = Meets job requirements
- N** = Needs Improvement

APPENDIX A MUST BE COMPLETED FOR ANY AREA MARKED "NEEDS IMPROVEMENT" WITH SPECIFIC RECOMMENDATIONS FOR IMPROVEMENTS AND PROVISIONS FOR ASSISTING THE EMPLOYEE IN IMPLEMENTING SUCH RECOMMENDATIONS.

PERFORMANCE FACTORS	RATING
QUALITY OF WORK Performs tasks accurately, neatly & thoroughly	E M N <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Comments: _____	
ABILITY TO WORK EFFICIENTLY Performs duties in an efficient manner	E M N <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Comments: _____	
WORK HABITS Carries out duties in an assigned manner. Always completes work. Is dependable. Ability to work well with others	E M N <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Comments: _____	
ABILITY TO WORK WITH MINIMUM SUPERVISION Does routine duties well with minimum supervision. Solves problems and can make decisions.	E M N <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Comments: _____	

ABILITY TO BE FLEXIBLE

Adaptable to new procedures duties & occurrences.

E M N

Comments:

SAFETY:

Applies sound safety practices, and takes responsibility for reporting hazards.

E M N

Comments:

SKILLS AND USE OF EQUIPMENT:

Uses equipment efficiently & effectively.

E M N

Comments:

OVERALL JOB PERFORMANCE

E M N

Written Comments Required::

Evaluator's Signature

Title

Date

Employee Signature

Title

Date

A signature on this appraisal does not mean the evaluatee necessarily agrees with the opinions expressed, but merely indicates he/she has read the analysis and has had an opportunity to discuss its contents. You have fifteen (15) working days to respond to the evaluation before it is placed in your file. Said response shall be attached to the evaluation.

MORONGO UNIFIED SCHOOL DISTRICT
PERFORMANCE EVALUATION FOR CLASSIFIED EMPLOYEES

APPENDIX A

This form is to be used for comments when any area is marked as "N – Needs Improvement" on the Performance Evaluation Form. Specific recommendations for improvement along with implementation of these recommendations must be listed on this form.

PERFORMANCE AREA: _____

Comments:

Recommendations For Improvement:

Provisions For Implementation of Recommendations:

Evaluator's Signature

Date of Evaluation

Employee's Signature

Date

Distribution: Original -Personnel File; Copy 1 – site; Copy 2 – evaluatee

**MORONGO UNIFIED SCHOOL DISTRICT
PERFORMANCE EVALUATION FOR CLASSIFIED EMPLOYEES**

APPENDIX B

This form is to be used when an employee wishes to respond to a written Performance Evaluation. An employee shall be given fifteen (15) working days to respond to an evaluation before the evaluation is placed in his/her file.

Signature of Employee

Date

Original to Human Resources, copy 1 to site, copy 2 to evaluatee

REQUEST FOR HEARING

The undersigned, against whom charges have been filed, pursuant to the Education Code and the collective bargaining agreement between the Morongo Unified School District and California School Employees Association, Chapter 29, requests a hearing of such charges as provided by the Education Code and the collective bargaining agreement.

Employee's Signature

Date

Employee's Name (typed or written)

Address

City

MORONGO UNIFIED SCHOOL DISTRICT
CSEA BARGAINING UNIT

GRIEVANCE FORM – LEVEL I
Submission of Grievance

All portions of this section must be completed by the grievant.

Grievant Name: _____ **Work Location:** _____

Job Title: _____ **Management Supervisor:** _____

Specific alleged contract violation (cite Article and Section of CSEA/MUSD Agreement):

Statement of Grievance: _____

Remedy Requested: _____

Date

Signature

Upon completion of this section, grievant shall keep last copy and present original and other copies to management supervisor

~~~~~  
~~~~~

Management Supervisor's Response: _____

Date

Signature

Upon completion of this section, District shall retain original and send copies to grievant and CSEA

MORONGO UNIFIED SCHOOL DISTRICT
CSEA BARGAINING UNIT

GRIEVANCE FORM – LEVEL II
Appeal to Superintendent or Designee

All portions of this section must be completed by the grievant.

Grievant Name: _____ **Work Location:** _____

Alleged contract violation and remedy sought are as stated on Level I Grievance Form

Reason for Appeal: _____

Date

Signature

____ I wish to personally meet with the Superintendent or designee regarding this grievance

Upon completion of this section, grievant shall keep last copy and present original and other copies to Human Resources

~~~~~  
~~~~~

Superintendent's or designee's Response: _____

Date

Signature

Upon completion of this section, District shall retain original and send copies to grievant and CSEA

MORONGO UNIFIED SCHOOL DISTRICT
CSEA BARGAINING UNIT

GRIEVANCE FORM – LEVEL III
Appeal to Board of Education

All portions of this section must be completed by the grievant.

Grievant Name: _____ Work Location: _____

Job Title: _____ Management Supervisor: _____

Specific alleged contract violation (cite Article and Section of CSEA/MUSD Agreement):

Statement of Grievance: _____

Remedy Requested: _____

I hereby request that this grievance be reviewed by the Board of Education

Date

Signature

Upon completion of this section, grievant shall keep last copy and present original and other copies to Human Resources

~~~~~

~~~~~

Board of Education Decision: _____

Date

Signature

Upon completion of this section, District shall retain original and send copies to grievant and CSEA

MORONGO UNIFIED SCHOOL DISTRICT
CSEA BARGAINING UNIT

GRIEVANCE FORM – LEVEL IV
Request for Arbitration

Grievant Name: _____ Work Location: _____

Job Title: _____ Management Supervisor: _____

Copies of Level I, II and III Grievance Responses must be attached, if applicable.

Specific alleged contract violation (cite Article and Section of CSEA/MUSD Agreement):

Statement of Grievance: _____

Remedy Requested: _____

I hereby request that this grievance be submitted to binding arbitration

Date

Grievant Signature

Date

Signature designating approval by CSEA, Chapter 29

Upon completion of this section, grievant shall keep last copy and present original and other copies to Human Resources

~~~~~  
~~~~~  
~~~~~

**Arbitrator Response:**

\_\_\_\_\_ **Date of Arbitration**

**Signed copies of the Arbitrator's decision shall be attached to copies of this form and returned to CSEA and Grievant, with the originals to be kept by the District.**

# MORONGO UNIFIED SCHOOL DISTRICT

## School Year 2019 - 2020

| July |    |    |    |    |
|------|----|----|----|----|
| 1    | 2  | 3  | 4  | 5  |
| 8    | 9  | 10 | 11 | 12 |
| 15   | 16 | 17 | 18 | 19 |
| 22   | 23 | 24 | 25 | 26 |
| 29   | 30 | 31 |    |    |

| August |    |    |    |    |
|--------|----|----|----|----|
|        |    |    | 1  | 2  |
| 5      | 6  | 7  | 8  | 9  |
| 12     | 13 | 14 | 15 | 16 |
| 19     | 20 | 21 | 22 | 23 |
| 26     | 27 | 28 | 29 | 30 |

| September |    |    |    |    |
|-----------|----|----|----|----|
| 2         | 3  | 4  | 5  | 6  |
| 9         | 10 | 11 | 12 | 13 |
| 16        | 17 | 18 | 19 | 20 |
| 23        | 24 | 25 | 26 | 27 |
| 30        |    |    |    |    |

| October |    |    |    |    |
|---------|----|----|----|----|
|         | 1  | 2  | 3  | 4  |
| 7       | 8  | 9  | 10 | 11 |
| 14      | 15 | 16 | 17 | 18 |
| 21      | 22 | 23 | 24 | 25 |
| 28      | 29 | 30 | 31 |    |

| November |    |    |    |    |
|----------|----|----|----|----|
|          |    |    |    | 1  |
| 4        | 5  | 6  | 7  | 8  |
| 11       | 12 | 13 | 14 | 15 |
| 18       | 19 | 20 | 21 | 22 |
| 25       | 26 | 27 | 28 | 29 |

| December |    |    |    |    |
|----------|----|----|----|----|
| 2        | 3  | 4  | 5  | 6  |
| 9        | 10 | 11 | 12 | 13 |
| 16       | 17 | 18 | 19 | 20 |
| 23       | 24 | 25 | 26 | 27 |
| 30       | 31 |    |    |    |

| January |    |    |    |    |
|---------|----|----|----|----|
|         |    | 1  | 2  | 3  |
| 6       | 7  | 8  | 9  | 10 |
| 13      | 14 | 15 | 16 | 17 |
| 20      | 21 | 22 | 23 | 24 |
| 27      | 28 | 29 | 30 | 31 |

| February |    |    |    |    |
|----------|----|----|----|----|
| 3        | 4  | 5  | 6  | 7  |
| 10       | 11 | 12 | 13 | 14 |
| 17       | 18 | 19 | 20 | 21 |
| 24       | 25 | 26 | 27 | 28 |

| March |    |    |    |    |
|-------|----|----|----|----|
| 2     | 3  | 4  | 5  | 6  |
| 9     | 10 | 11 | 12 | 13 |
| 16    | 17 | 18 | 19 | 20 |
| 23    | 24 | 25 | 26 | 27 |
| 30    | 31 |    |    |    |

| April |    |    |    |    |
|-------|----|----|----|----|
|       |    | 1  | 2  | 3  |
| 6     | 7  | 8  | 9  | 10 |
| 13    | 14 | 15 | 16 | 17 |
| 20    | 21 | 22 | 23 | 24 |
| 27    | 28 | 29 | 30 |    |

| May |    |    |    |    |
|-----|----|----|----|----|
|     |    |    |    | 1  |
| 4   | 5  | 6  | 7  | 8  |
| 11  | 12 | 13 | 14 | 15 |
| 18  | 19 | 20 | 21 | 22 |
| 25  | 26 | 27 | 28 | 29 |

| June |    |    |    |    |
|------|----|----|----|----|
| 1    | 2  | 3  | 4  | 5  |
| 8    | 9  | 10 | 11 | 12 |
| 15   | 16 | 17 | 18 | 19 |
| 22   | 23 | 24 | 25 | 26 |
| 29   | 30 |    |    |    |

**Semester (180 student days) (7 - 12)**

|                 |               |           |
|-----------------|---------------|-----------|
| *First Quarter  | 8/26-10/25/19 | (44 days) |
| First Semester  | 10/28-1/17/20 | (87 days) |
| *Third Quarter  | 1/21-3/27/20  | (47 days) |
| Second Semester | 3/30-6/10/20  | (93 days) |

**Holidays (Schools and offices closed)**

|                                         |                             |
|-----------------------------------------|-----------------------------|
| Independence Day Observed               | July 4, 2019                |
| Labor Day                               | September 2, 2019           |
| Veterans' Day                           | November 11, 2019           |
| Thanksgiving Break                      | November 25-29, 2019        |
| Thanksgiving Day                        | November 28, 2019           |
| Local Holiday                           | November 29, 2019           |
| Winter Break                            | Dec. 23, 2019- Jan. 3, 2020 |
| Local Holiday                           | December 24, 2019           |
| Christmas Day Celebration               | December 25, 2019           |
| Local Holiday in lieu of Admissions Day | December 26, 2019           |
| Local Holiday                           | December 31, 2019           |
| New Year's Day Celebration              | January 1, 2020             |
| Martin Luther King, Jr. Day             | January 20, 2020            |
| Lincoln's Day                           | February 14, 2020           |
| President's Day                         | February 17, 2020           |
| Spring Break                            | April 13-17, 2020           |
| Memorial Day                            | May 25, 2020                |

**Staff Work Days/Parent Conference Days**

|                                                |                             |
|------------------------------------------------|-----------------------------|
| *Site Admin Workday                            | 8/22/19                     |
| Staff Development                              | 8/23/19, 11/8/19, 4/3/20    |
| Parent Conf/Early Release                      | 11/13/19, 4/8/20            |
| Minimum Days/Late Start                        | 9/11, 10/9, 1/8, 2/12, 3/11 |
| Non-work day for everyone but 12 mo employees: |                             |

\*Elementary: Progress report grades issued first and third quarter. Final grades issued at the semesters.

**First and Last Day of School**

|  |                     |                 |
|--|---------------------|-----------------|
|  | First day of school | August 26, 2019 |
|  | Last day of school  | June 10, 2020   |

**Snow Days Make-up**

In the event that an inclement weather day is required before the spring staff development day, student attendance will be made up on that day (April 3) and a teacher workday will be scheduled on the first weekday after the regularly scheduled last day of school (June 11). Should two (2) snow days occur, then the first make-up day will take place on April 3, (see above), the second make-up day on June 12 and the teacher work day on June 13, 2020.

**As of 5/10/19**



|                               |
|-------------------------------|
| Date due to supervisor: _____ |
| Date due to H.R.: _____       |

# Morongo Unified School District CSEA Reclassification Questionnaire

Per Article W, Section 4 of the CSEA Chapter 29 contract

A. Reclassification of a position may be warranted:

1. If there is a significant proposed change in the types of duties and/or the level of responsibility of one or more job areas, where the duties or level of responsibility will be extended or needed on a continuing basis.
2. If there has been a gradual accretion of duties in a job classification, (meaning a natural growth in the number and/or scope of duties, not the volume of existing duties)
3. If the job description no longer accurately reflects the current duties of the position.

If you have determined you are eligible under one or more of the above conditions, please complete this form. This form must be completed and returned to Human Resources between October 1<sup>st</sup> – December 15<sup>th</sup>.

**1. Background Information**

|                                                                                          |                                             |
|------------------------------------------------------------------------------------------|---------------------------------------------|
| Name:                                                                                    | Job Classification:                         |
| Name of Department/Site:                                                                 | Job Title:                                  |
| Work #:                                                                                  | Extension:                                  |
| Work Hours: Start Time _____ End time _____                                              | Total Hours per day _____ Mo. Per yr. _____ |
| Length of time in current position: Year _____ Months _____                              |                                             |
| Total length in district: Years _____ Months _____                                       |                                             |
| Title of immediate Supervisor: _____                                                     |                                             |
| Name of immediate Supervisor: _____                                                      |                                             |
| Does your current job title accurately describe your position: Yes _____ No _____        |                                             |
| If not what job title do you believe better describes the position? Please give reasons: |                                             |
|                                                                                          |                                             |

**2. Summary and Justification**

What is your justification for the reclassification? Please include how long you believe you have been performing duties outside of your job classification. Please remember that an increase in workload does not justify a job reclassification.

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**3. Representative Duties and Responsibilities:**

Describe in detail the regular duties and work that you perform describing each duty in a separate numbered statement. Begin with those duties that you consider to be most important. Describe each duty thoroughly by stating specifically what you do and how you do it. *Identify those duties that you believe are not included in your job description. Please specify how frequently each is performed. D = Daily, W = Weekly (at least once), M = Monthly (at least once), Y = (at least once or twice)*

| Representative Duties and Responsibilities: | How often Performed | In JD, Y or N |
|---------------------------------------------|---------------------|---------------|
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**4. Overlapping Duties**

Are duties you perform found in any other job description? If so, please indicate which job description:

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**5. Other Factors**

If you wish to present additional information about your job, use this space; additional sheets may be attached if needed:

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**6. Outcome**

What outcome/solution would you like to see from this reclassification?

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**7. Do you wish to request an interview with the committee?**

\_\_\_\_\_ **YES** \_\_\_\_\_ **No**

If you want a group interview, please list the individuals involved:

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I HAVE READ THE INSTRUCTIONS AND TO THE BEST OF MY KNOWLEDGE, I BELIEVE THE INFORMATION PRESENTED HERE IS ACCURATE AND COMPLETE.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Make a copy of your completed questionnaire to keep for your records. Forward your signed and completed questionnaire to Human Resources no later than December 15<sup>th</sup>.