

AGREEMENT BETWEEN
THE CALIPATRIA UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
AND
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION,
CHAPTER 393

THROUGH

June 30, 2008

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ARTICLE 1: Preamble

This is an Agreement made and entered into this 9th day of June, 2006, between the Calipatria Unified School District and the California School Employees Association, Chapter 393, affiliated with the California School Employees Association.

ARTICLE 2: Recognition

- 2.1 The Calipatria Unified School District (hereinafter referred to as District) hereby recognizes the California School Employees Association (hereinafter referred to as C.S.E.A.) and its local Chapter #393 as the exclusive representative for the purpose of the Rodda Act (Government Code Section 3540 et seq., Title 1, Division 4, Chapter 10.7) for all classified employees holding positions described in Exhibit "A," attached hereto and incorporated by reference as part of this Agreement.
- 2.2 The assignment of newly created positions to the bargaining unit except for those positions that are lawfully certificated, management, confidential or supervisory, may be mutually agreed to between the District and C.S.E.A.
- 2.3 The determination of management, confidential, or supervisory employees shall be made by the District. Disputed designations shall be made by the P.E.R.B.

ARTICLE 3: No Discrimination

- 3.1 In accordance with state and federal law, no employee in the bargaining unit shall be discriminated against because of race, national origin, religion, sex or physical handicap.
- 3.2 This Agreement shall recognize the District's responsibilities to conduct its employment practices in a manner consistent with federal and state mandated requirements.

ARTICLE 4: Payroll Deductions and Maintenance of Membership

- 4.1 The District shall deduct C.S.E.A. dues from unit members' salaries when such deductions are requested on the appropriate authorized form. The dues collected shall be remitted to the treasurer of C.S.E.A. Chapter #393. Request forms to deduct C.S.E.A. dues shall be approved by the District and supplied by C.S.E.A. Chapter #393.
- 4.2 Any new request for dues deductions or changes will be implemented 45 days after the request in the next pay period following. Before the effective date of any dues increase the C.S.E.A. will provide members adequate notice of the increase in order to provide the employee an opportunity to revoke any authorization.
- 4.3 The C.S.E.A. shall indemnify and hold the District harmless for any and all claims, demands or suits, or any other action arising from these provisions.

ARTICLE 5: Employee Rights

- 5.1 The District and the C.S.E.A. recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join or participate in employee organization activities. The District also agrees not to interfere with, restrain, or coerce employees because of the exercise of their rights guaranteed by Government Code Section 3540.
- 5.2 The C.S.E.A. recognizes that the District needs to retain management rights for its management representatives to provide an efficient District operation. The right to manage the School District is retained by the District except as limited by this Agreement.
- 5.3 Personnel files of each employee shall be maintained at the central District Administration Office.
- 5.4 Every employee shall have the right to inspect and/or obtain copies of any such material upon request, provided that the request is made at a time when the employee is not actually required to render services to the District.
- 5.5 Information of a derogatory nature, except material that includes ratings, reports, or records which were obtained prior to employment, shall not be entered or filed in the employee's personnel file unless and until the employee is given ten (10) working days notice and an opportunity to review and comment thereon within the ten (10) working days. An employee shall have the right to enter, and have attached to any such derogatory material, the employee's own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction. All personnel files shall be considered confidential files.

ARTICLE 6: Organizational Rights

6.1 C.S.E.A. Staff Representatives shall have the following rights:

- 6.1.1 The right to review employee's personnel files and any other records dealing with employees when accompanied by the employee and only when written permission has been granted by the employee.
- 6.1.2 The right of access at reasonable times to areas in which employees work.
- 6.1.3 The right to use institutional bulletin boards, mailboxes and other District means of communication for the posting or transmission of information or notices concerning C.S.E.A. affairs. The C.S.E.A.'s use of the District mail system will be prohibited, unless otherwise authorized by the P.E.R.B. or a court of competent jurisdiction. The building principal will receive a copy of any material placed in employee boxes prior to the placing of any material in the employee boxes by the C.S.E.A.
- 6.1.4 The right to use institutional facilities and buildings at reasonable times, with building principal permission without charge so long as the use of such facilities or buildings do not result in the District incurring costs for clean-up or repair. Should such occur, C.S.E.A. shall reimburse the District for expenses assessed.
- 6.1.5 The right to be supplied with a complete hire date seniority roster of all bargaining unit employees at least once each year of this Agreement.
- 6.1.6 The right of C.S.E.A. Chapter Officers to a maximum of 10 days per year of release time without compensation to attend C.S.E.A. functions. The above non-compensated days of release time shall be divided among members of C.S.E.A. Any request for release time under this article, shall be made sufficiently in advance time so that the District can make appropriate arrangements to cover for an employee's absence.
- 6.1.7 The District shall print or duplicate and provide without charge a copy of this Agreement to every employee in the classified bargaining unit. Any employee who becomes a member of the classified bargaining unit after the execution of this Agreement shall be provided with a copy of this Agreement by the District without charge at the time of employment.
- 6.1.8 A joint orientation session conducted by the District shall be held to discuss matters contained within this Agreement when the contract is amended and ratified by the Association and District. Additionally, the Association officers will be provided with one hour, during first day of school, to be used for the

purpose of orienting classified employees who are new to the District with regard to their rights and responsibilities as employees and contract explanations.

- 6.1.9 All C.S.E.A. business, discussions, and activities will be conducted by unit members of C.S.E.A. officials outside established work hours, or during duty-free time, or when there is release time for negotiations with the District, or when there is release time for grievance processing with the District.

ARTICLE 7: Job Representatives

- 7.1 The C.S.E.A. shall have five (5) job representatives (one representative at each school site) for the purpose of presenting grievances. The District shall grant to the job representative a reasonable amount of release time during working hours, to leave his/her working area in order to assist in the presentation of a grievance.
- 7.2 The C.S.E.A. shall notify the District in writing of the names of its job representatives and the group they will represent. If a change is made in the designated job representatives, the District shall be advised in writing of such changes as soon as possible.
- 7.3 The job representative shall be permitted to discuss any problem with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement in accordance with the grievance procedure provided that such discussion shall be held in accordance with the terms provided in Article 6, Item 6.1.9, of this Agreement.
- 7.4 The job representative shall be entitled to seek and obtain assistance from C.S.E.A. staff personnel, but not at District expense or on District time.

ARTICLE 8: Working Hours

- 8.1 For the purpose of this Agreement a normal workweek shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week. This Agreement shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District. Nor shall this Agreement restrict the District's right to change the workweek of an individual when necessary to carry on the business of the District.
- 8.2 The scheduling of the hours and the workdays shall be at the sole discretion of the District Management.
- 8.3 This Agreement does apply to unit members whose regular workday is less than eight (8) hours or whose workweek is less than forty (40) hours. For the purpose of computing the number of hours worked, time during which the unit member is excused from work because of holidays, sick leave, vacation, compensated time off or other paid leaves of absence, shall be considered as time worked by the unit member. The designation, authorization and allocation of any overtime shall rest solely with the District Management.
- 8.4 Any change of an employee's workweek shall not be done for the purpose of avoiding payment of overtime.
- 8.5 The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable minimum number of hours. The District may establish, with the agreement of the Association, and modify, upward or downward, the hours assigned to any vacant or newly-created position.
- 8.6 Any employee in the bargaining unit who is directed to work an average of fifteen (15) minutes or more per day in excess of his/her regular or part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.
- 8.7 All employees covered by this Agreement shall be provided an uninterrupted lunch period of not less than one-half (1/2) hour.
- 8.8 All Bargaining Unit employees who work eight (8) hours per day shall be granted rest periods which, insofar as practicable, shall be assigned by the supervisor in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours worked. Employees who work over four (4) hours per day but less than eight (8) hours shall be granted a rest period of fifteen (15) minutes approximately at mid-point or as arranged

with their supervisor. Rest periods will be taken at the employee's work site or other appropriate area as designated by the employee's supervisor.

- 8.9 Rest periods are a part of the regular work day and shall be compensated at the regular rate of pay for the employee as provided herein.
- 8.10 Notwithstanding the rest period provisions as set forth above, an evening or special work shift employee, upon mutual agreement between the District and the employee, may waive his/her rest period and extend his/her lunch period by one-half (1/2) hour.
- 8.11 The District shall make existing lunchroom, restroom or lavatory facilities available for employee use.
- 8.12 If an employee's work schedule is such that it does not allow sufficient time to vote in any federal, state or local election in which the employee is entitled to vote, the District shall arrange to allow reasonable time for voting by the employee without loss of pay.
- 8.13 All authorized overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee for all work suffered or permitted. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift and in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned starting time or subsequent to the assigned quitting time.
- 8.14 All hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth (6) consecutive day of work. All hours worked on the seventh (7) consecutive day of work, up to eight (8) hours, shall be compensated at one and one-half (1-1/2) times the regular rate of pay.
- 8.15 All hours worked on designated holidays shall be compensated at two and one-half (2-1/2) times the regular rate of pay.
- 8.16 The District will provide compensation or compensatory time off at a rate equal to one and one-half (1-1/2) times the regular rate of pay for unit members designated by the District and authorized to perform such overtime.
- 8.17 Compensatory time shall be taken at a time mutually acceptable to the employee and the District within the fiscal year in which it was earned, the District shall pay the employee in cash for all such time at the appropriate overtime rate based on the employee's current rate of pay, not to exceed forty (40) hours. The District shall retain the right to assign overtime to employee when needed by the District.
- 8.18 When an employee is called in to work on a day when he/she is not regularly scheduled to work, such employee shall receive a minimum of one-half (1/2) hour pay at the appropriate rate the employee regularly earns.

- 8.19 Regular custodial positions will begin no later than 2:00 p.m.
- 8.20 When it becomes necessary to assign additional hours to a part-time position on a regular basis, two items to be considered in determining who shall be offered the additional hours is the length of service in the employment of the District and the quality of work performed while employed.

ARTICLE 9: Pay and Allowances

9.1 The regular rate of pay for each position in the bargaining unit, including bilingual aide positions, shall be in accordance with the rates established for each class as provided for in Exhibit "A," which is attached hereto and by reference incorporated as a part of this Agreement. This schedule shall remain in effect unless modified by mutual agreement in writing.

9.2 For 2005-2006, an increase of 3% upon ratification is effective June 1, 2006 on the 2004-2005 salary schedule and an additional 3% on the salary schedule, effective July 1, 2006.

On or before August 15, 2006, the District or Association may give written notice to the other party, by certified mail or hand delivery, of its desire to re-open Article 9 and Article 11 for the 2006-2007 year.

For 2007-2008, increase the 2006-2007 Salary Schedule (Exhibit A) for all cells by a total of 2.5%. The regular or normal rates of pay for all positions on the salary schedule will be increased retroactive to July 1, 2007 for those members either employed as of May 1, 2008 or retired during the 2007-08 school year. Overtime pay and extra duty hourly pay will be increased effective upon ratification.

9.3 All regular paychecks of employees in the bargaining unit shall be itemized to include all deductions and overtime.

9.4 Any payroll error created by District personnel resulting in insufficient payment for an employee in the bargaining unit shall be corrected and a supplemental check issued.

9.5 Any payroll adjustment due to an employee in the bargaining unit as a result of working out of class, recomputation of hours, or other reasons other than procedural errors, shall be made no later than the next pay period following notice to the payroll department.

9.6 Any employee in the bargaining unit who is requested by the District to use his/her own vehicle on District business shall be reimbursed at the current District rate for all miles driven in the course of performing services for the District.

9.7 Any employee in the bargaining unit who, as a result of work assignment, must have meals away from the District shall, when authorized, receive the per diem meal reimbursement as determined by the District in Board Policy, as that policy may be amended from time to time.

9.8 Any employee in the bargaining unit who in the course of performing services for the District, must lodge away from home overnight shall, when authorized, upon presenting receipts, be reimbursed by the District for the full cost of lodging. Upon timely request, the District shall supply advance funds for anticipated expenses for food and lodging.

- 9.9 Calipatria Unified bus drivers will receive compensation at the individual driver's hourly rate of pay for a maximum of ten (10) in service hours yearly, unless the in service is provided by the District during regularly scheduled hours.
- 9.10 Standby time for bus drivers
- 9.10.1 Bus drivers will be compensated for standby time only when specifically required by federal or state law, notwithstanding any past practice to the contrary. Standby and on duty time combined will not exceed 16 hours in a 24 hour period.
- 9.11 An employee must complete 3/4 (75%) of the working days in a year to advance to the next step on the salary schedule.
- 9.11.1 A longevity factor of 5% will be added to the salary of those employees who have completed ten (10) years of continuous employment with the District. A longevity factor in the amount of 10% will be added to the salary of those employees who are beginning their 15th year and a longevity factor of 15% for those starting their 20th year of continuous service with the District.
- 9.11.2 All the above salaries are for an 8 hour day. Any employee working less than 8 hours will be pro-rated accordingly. A differential pay adjustment of \$.75 per hour will be provided to employees whose scheduled hours include working daily hours after 5:00 p.m. on a regularly scheduled basis. The anniversary date for all 12 month employees is July 1 and September 1 for all 10 month employees.
- 9.11.3 All instructional aides filling designated bilingual positions and translator/interpreter positions will be required to have taken and passed at 70% the High School placement test designated by the District in the non-English language(s) for which they are providing bilingual and/or translator/interpreter services, prior to commencing employment. Any bilingual instructional aide and translator/inter-preter employed as of May 1, 1995, must pass the test by June 30, 1996.
- 9.11.4 Aides shall successfully complete on an annual basis District sponsored mandatory in-service as a part of their job duties.
- 9.12 Extra duty schedule
- 9.12.1 Translator/interpreter (\$15/hour)
- 9.13 Any employee in the bargaining unit whose regular hours as assigned by the District include hours after 5:00 p.m. shall be paid an additional \$.75 per hour for each hour after 5:00 p.m. for which the employee actually performs services.

- 9.14 The following additional compensation will be paid to instructional aides and resource technicians only:
- 9.14.1 Any instructional aide or resource technician who is specifically directed by an administrator, in his/her discretion, to supervise students because a certificated employee is absent from duty shall be paid an additional stipend of \$5.00 per hour for each hour spent in actual supervision of students in the absence of a certificated employee. The stipend will be pro-rated for fractions of hours.
 - 9.14.2 In order to qualify for the stipend, the amount of time spent in such directed supervision must be at least one (1) hour (or one class period).
 - 9.14.3 The foregoing is subject to any applicable legal requirement concerning the supervision of students by non-certificated employees. The instructional aide shall remain under the general supervision of the site principal or his/her certificated designee.
 - 9.14.4 It is understood and agreed that, within the District's discretion and consistent with applicable law, other bargaining unit members may be assigned to supervise students from time to time. The above stipend does not apply to such assignments.
- 9.15 The District may, at its discretion, implement a Golden Handshake early retirement incentive program as per PERS and Government Code Section 20586 with opportunities (windows) to apply being established as the minimum allowable.
- 9.16 Achievement Award Program
- a. The parties agree to an Achievement Award program rewarding unit members whenever one or more schools reach their performance index targets as recommended by the State of California under the Academic Performance Index and School Site Employee Performance Incentive programs (the "API" program). The amount of \$20,000 will be distributed to all qualifying unit members based upon the following formula.
 - b. The formula for distribution, including part-time, newly hired, central office and multi-site unit members, will be: All unit members shall together receive an award amount, pro-rated for each unit member's total of assigned hours during the year for which the award is distributed. The amount will be determined by dividing the ADA at the school(s) reaching the target for that year by the total ADA for the year. The resulting ratio will be multiplied by the sum of \$20,000. The product will be divided by the number of full-time employees (FTEs) employed as of the date of payment. That amount, pro-rated as described above, will be paid as a one-time payment made "off the salary schedule," and will be made to those unit members who are employed by the District at the time of the testing and still employed by the District as of the date of the payment. The

payment will be made as soon as reasonably possible after the District has received official notice that it has reached the performance targets under the API program for the first school year in which the District qualifies as a Basic Aid District under applicable state law.

- c. The same program will be implemented based on the API program scores for the second year in which the District qualifies for Basic Aid status, except the amount to be distributed among all eligible unit members will be \$40,000.
- d. This provision is contingent, for each of these two years, on the District qualifying as a Basic Aid District during that fiscal year under applicable state law. At the end of the second year, this provision will automatically expire without further notice, unless extended pursuant to the collective bargaining process. Unless and until extended, this provision shall not constitute the status quo pending completion of negotiations on a reopened or successor agreement or an established practice.

Example (for illustration purposes only): Two schools in the District reach their API targets, representing 40% of the ADA for that year. $\$20,000 \times .40 = \$8,000$. There are 100 FTEs working in the bargaining unit positions in the District, which means full-time employees will be paid \$80 each. Part-time employees will receive a pro-rated amount based on assigned hours during the year compared to a full-time position.

9.17 Professional Growth Program

19.17.1 Professional Growth is the continuous, purposeful engagement in formal study and related activities designed to simultaneously benefit both the District and the unit member. Professional Growth results through experiences that provide increased knowledge, understanding, and skills directly related to the unit member's regular position or benefits the District in fields related to the activity in which employed.

19.17.2 Eligibility

All permanent unit members are eligible to enter the professional growth program. Credit may be granted only for courses completed after June 30, 2008 or the date of beginning employment with the school district, whichever is later.

19.17.3 Criteria

The increment shall be earned upon successful completion of an approved sequence of course work leading to achievement of goals of benefit to the District which is equivalent to 15 semester units.

Units may be earned at accredited colleges, universities, trade schools, adult education institutions or educational conferences. To receive course credit, a

letter grade of “C” or better or a “Pass” grade must be achieved.

Educational conferences shall be credited at the rate of one-quarter (1/4) unit per eight (8) hours. Verification of attendance shall be required.

The District shall not incur any liability or costs of registration, books, mileage, or subsistence.

19.17.4

Unit Increment Provisions

First Increment: 15 units

Second Increment: 15 units beyond the first increment

Third Increment: 15 units beyond the second increment

Work taken and verifying transcripts (official sealed transcripts) must be on file with the District Office.

A maximum of six (6) units may be earned each semester.

19.17.5 Procedure

An intent to participate in the Professional Growth Program must be filed with the District Office prior to the beginning of the course in order to insure credit.

19.17.6 Compensation

At the completion of each fifteen (15) unit increment, there shall be \$20 per month added to the unit member’s regular salary on the first of the month following the date official documents are received in the District Office

A minimum of one year shall be required between the approval of increments

19.17.7 The District will have the sole right to determine whether any course work meets the requirements of section 19.17.1

ARTICLE 10: Employee Expenses and Materials

- 10.1 The District shall pay the full cost of purchase, lease, rental, cleaning and maintenance of uniforms, safety equipment, identification badges, emblems and cards required by the District to be worn or used by bargaining unit employees subject to the disciplinary action for noncompliance.
- 10.2 The District agrees to provide all tools, equipment, supplies reasonably necessary to bargaining unit employees for performance of employment duties. When an employee is required to provide his/her own tools or equipment for use in the course of employment, the District agrees to provide a safe place to store tools and equipment.
- 10.3 The District will fully compensate all bargaining unit employees for loss or damage to an employee's personal property in the course of employment with the District when such property was authorized for use in the course of employment.
- 10.4 Whenever the District requires a physical examination to be taken by a classified employee, whether by rule or by its direction or the direction of its authorized District Administrator, or when classified employees are required by law to submit to a physical examination for continuance of employment, the District shall either provide the required examination, cause it to be provided, or provide the employee with reimbursement for the required examination.

ARTICLE 11: Health, Dental and Welfare Benefits

11.1 Effective April 1, 2004, the District will contribute up to \$654.50 toward the purchase of insurance benefits, for bargaining unit members employed as of or after the date of ratification. Additionally, the District contribution can be used toward coverage which includes coverage for the employees' eligible dependents as allowed by the insurance company. The amount of the District contribution will be pro-rated as follows:

100% District payment for 7 or 8 hour employees

67% District payment for 5 or 6 hour employees

50% District payment for 4 hour employees

No District payment for less than 4 hours per day employees

11.2 Employees who work the regular school year will continue to receive health benefits during the months of July and August in the same proportional amount as they receive during the school year.

11.3 In the event that the cost of any of the above benefits should exceed the District contribution, the District is authorized to deduct the balance automatically from each employee's paycheck.

11.4 The parties may mutually agree to modify the employee benefits so as to prevent the premium costs from exceeding the above maximum contributions.

ARTICLE 12: Paid Holidays

12.1 All employees covered by this Agreement shall be paid for the following holidays provided they were in a paid status during the last day of their normal working assignment before the holiday and on the working day succeeding the holiday.

HOLIDAY

Labor Day

Veterans' Day

Thanksgiving Day

In Lieu of Admissions Day

Day Before Christmas

Christmas Day

New Year's Eve Day

New Year's Day

Martin Luther King Day

Lincoln's Birthday

Washington's Birthday

*Spring Break Holiday

Memorial Day

Independence Day

12.2 For the purpose of this Agreement "paid status on the day before or after" shall mean the day before the holiday or the day after the holiday on which the central office of the District is open for business, excluding holidays, Saturdays and Sundays not worked.

12.3 Time during which an employee is excused from work because of holiday, sick leave, vacation, compensatory time off, or other paid leave of absence shall be considered as time worked by the employee for the purpose of determining paid status.

* The District shall select the specific date for Spring Break Holiday, after consultation with the C.S.E.A.

ARTICLE 13: Leaves of Absence for Retraining and Study

- 13.1 The District may grant any classified employee an unpaid leave of absence not to exceed one year for the purpose of permitting study by the employee or for the purpose of retraining the employee to meet changing conditions within the District.
- 13.2 The District may provide that such leave of absence shall be taken in separate six (6) month periods or in any other appropriate periods, rather than a continuous one-year period; provided, that the separate periods of leave of absence shall be commenced and completed within a three-year period.
- 13.3 No leave of absence shall be granted under this Agreement to any employee for study purposes who has not rendered services to the District for at least seven (7) consecutive years, or for retraining purposes who has not rendered service to the District for at least three (3) consecutive years preceding the granting of the leave, and no more than one such leave of absence shall be granted in each seven or three year period, respectively. The District may prescribe standards of service which shall entitle the employee to this leave.
- 13.4 Any leave of absence granted under this Article shall not be deemed a break in service for any purpose, except that such leave shall not be included in service in computing service for the granting of any subsequent leave under this Article.
- 13.5 Every employee granted a leave of absence pursuant to this Article may be required to perform such services during the leave as the governing board of the District and the employee may agree upon in writing and shall be paid accordingly for such duties performed in the service of the District.

ARTICLE 14: Bereavement Leave

Every classified employee shall be provided three (3) days of bereavement leave or five (5) days leave when out-of-state travel is required, on account of the death of any member of his family. Members of the immediate family means the mother, father, grandmother, grandfather, grandchild of the employee or spouse and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee.

ARTICLE 15: Military Leave

Employees of the District may take a paid leave of absence from their working assignment for up to thirty (30) days annually to participate in military training when ordered to so participate in such training by the State of California or United States Government. Requests for military leave should be made as far in advance as possible.

ARTICLE 16: Sick Leave

- 16.1 Every classified employee employed five days a week by the school district shall be entitled to 12 days leave of absence for illness or injury, with full pay for a fiscal year of service.
- 16.2 A classified employee, employed five days a week, who is employed for less than a full fiscal year is entitled to that proportion of 12 days leave of absence for illness or injury as the number of months he is employed bears to 12 and the proportionate amount, consistent with this formula.
- 16.3 A classified employee employed less than five days per week, shall be entitled, for a fiscal year of service, to that proportion of 12 days leave of absence for illness or injury as the number of days he is employed per week bears to five and is entitled to the proportionate amount, consistent with this formula.
- 16.4 The District reserves the right to require an employee to furnish proper proof of cause of absence when called upon to do so. An affidavit of absence signed by the employee shall be required by the principal or superintendent.
- 16.5 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day. Credit for leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six days, or the proportionate amount to which he may be entitled under this section, until the first day of the calendar month after completion of six months of active service with the District.
- 16.6 If such employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year with such additional days as the governing board may allow.

ARTICLE 17: Industrial Accident Leave

- 17.1 In addition to any other benefits that an employee may be entitled to under the Worker's Compensation Law of this state, employees shall be entitled to the following benefits:
- 17.1.1 An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
 - 17.1.2 Payment for wages lost on any day shall not, when added to an award granted an employee under the Worker's Compensation Laws of this state, exceed the normal wage for the day.
 - 17.1.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this action has been exhausted entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Worker's Compensation Laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.
 - 17.1.4 Upon sufficient verification either by medical certification and/or subsequent performance, or other proof satisfactory to the District, any employee who returns to work from leave taken on account of industrial accident shall be reinstated at his/her position without loss of pay or benefits.
- 17.2 No authorized absence exercised pursuant to a provision of this section in which the employee remains in paid status, shall be considered as a break in service for any employee. Further, all benefits accrued under the provisions of this Agreement shall continue to accrue during such authorized absence. For employees working less than eight (8) hours per day, benefits shall continue to accrue during authorized paid absence on a ratio basis consistent with the level of benefits provided under this Article.

ARTICLE 18: Personal Necessity Leave

18.1 Personal necessity leave shall be limited to circumstances significant in nature which the member of the unit cannot reasonably be expected to disregard. Absences pursuant to this leave provision normally necessitate the member's immediate physical presence elsewhere and involve matters which cannot be accomplished at any other time.

18.2 In a single school year a maximum of seven (7) days of accumulated sick leave may be used for personal necessity reasons as defined in this provision.

18.3 No Advance Permission Required (Category I)

18.3.1 Under personal necessity leave, the member of the unit shall not be required to secure advance permission for leave taken for any of the following reasons:

18.3.1.1 Death or serious illness of a member of his/her immediate family, relatives, or close friends. (Serious illness is defined as illness where death is imminent, may result in permanent disability, or requires hospital surgery. The members of the immediate family are those persons identified in the rules governing bereavement leave.)

18.3.1.2 Accident, involving his/her person or property, or the person or property of a member of his/her family.

18.3.1.3 Imminent danger to the home of a member of the unit, occasioned by an event such as flood or fire, serious in nature, which under the circumstances the member cannot reasonably be expected to disregard, and which requires the attention of the member during the member's assigned hours of service.

18.3.2 In cases in which no advance permission is required by the provision, the member should provide the principal or immediate supervisor with notification of the circumstances as soon as possible so that a substitute may be obtained. Where no advance permission is required, the member shall fill out the necessary absence forms upon his/her return.

18.4 Prior Approval Required (Category II)

18.4.1 Other personal necessity leaves which are allowable under this provision and which require prior approval include the following:

18.4.1.1 Appearance in court as a litigant or party under an official order.

18.4.1.2 Observance of a religious holiday or holidays of his/her faith.

- 18.4.1.3 Bereavement beyond the number of days specified in the bereavement leave provision.
 - 18.4.1.4 Adoption.
 - 18.4.1.5 Examination for advanced degree.
 - 18.4.1.6 Attendance at graduation ceremonies involving a member of the immediate family.
 - 18.4.2 In Category II, items where prior approval is necessary for personal necessity leave, the member of the unit shall submit the request for leave in writing to the District Personnel Office two (2) working days prior to the requested commencement of the leave.
- 18.5 Prior Notification Required (Category III)
- 18.5.1 Each member of the unit shall be allowed, upon prior notification to his/her supervisor, up to the maximum of seven (7) days as provided above in any school year for reasons of personal necessity not covered in Categories I and II above. However, the maximum number of members of the unit to be granted this type of personal necessity leave for any one day at a given school shall not exceed two (2) of the members on that school or worksite. The granting of requests by the supervisor for such leave will be on a "first-come-first-serve" basis up to but not exceeding the authorized limit per day per school or worksite.
 - 18.5.2 In Category III where prior notification is necessary when a member of the unit must be absent from work, it is his/her responsibility to notify his/her supervisor as soon as possible in advance of the absence and to verify the cause upon his/her return under category "personal" on the Calipatria Unified School District Cause of Absence form.
 - 18.5.3 Personal Necessity Leave shall not include any of the following:
 - 18.5.3.1 Attendance at or participation in functions or activities which are primarily of the employee's pleasure, amusement or personal convenience.
 - 18.5.3.2 Extension of holidays or vacation periods for personal convenience.

ARTICLE 19: General Leave

When no other leaves are available a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the District.

ARTICLE 20: Transfers

- 20.1 Transfer of bargaining unit members may be initiated by the District at any time whenever such transfer is in the best interest of the District. A unit member affected by such transfer shall be given notice as soon as possible and a conference will be held between the appropriate supervisor and the unit member in order to discuss the reason for the transfer.
- 20.2 Specially funded instructional aides shall be subject to transfers. Reassignments will be based on the need to preserve budgetary and service equality between sites. Selections will be based upon salaries, skills, program requirements, and unusual employee hardships as determined by the District. Transfer means reassignment from one work site to another.
- 20.3 No transfer under this Article shall be initiated for punitive purposes.
- 20.4 Employees in the bargaining unit shall be given first consideration in filling any job vacancy within the bargaining unit.
- 20.5 A notice for job vacancies shall be posted for five (5) working days on bulletin boards in prominent locations in the District.
- 20.6 Any Employee in the bargaining unit may file for a vacancy by submitting written notice to the District Superintendent.
- 20.7 The District may give alternative work when the same is available to an employee who has become medically unable to satisfactorily perform his/her job class duties. The alternate work may constitute a promotion, demotion, or lateral transfer to a related class.

ARTICLE 21: Grievance Procedure

21.1 District Policy No. 4525 - Grievance Procedure is hereby incorporated into this Agreement and becomes a part hereto.

21.2 Purpose

21.2.1 Good morale is maintained, as problems arise, by sincere efforts of all persons concerned, to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

21.2.2 Nothing herein contained will be construed as limiting the right of any employee having a grievance, to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted.

21.3 Definition

21.3.1 A grievance shall be a complaint by an employee that there has been a violation of this contract. All other complaints or employee grievances concerning laws, rules, professional ethics, regulations and decisions of the Board of Trustees shall be made according to Board Policy 4525.

21.4 Grievance Procedure

21.4.1 It is agreed by all parties that those proceedings will be kept as informal and confidential as possible at each level of this procedure.

21.4.2 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

21.4.3 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable policies, rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

21.4.4 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process.

- 21.4.5 Level One: Any employee who has a grievance shall discuss it first with his principal (or immediate superior) in an attempt to resolve the matter informally.
- 21.4.6 Level Two: If the principal and employee cannot reach agreement at Level One, the employee shall be referred to a panel of three (3) members of the certificated staff or classified staff depending on which employee classification the employee with the grievance is a member. The panel shall be appointed one by each party; the third member should be appointed by mutual agreement of the two appointees. This panel of professional peers shall render a decision in writing after a review of the facts in question. Both of the parties shall abide by the decision unless either party elects to appeal it to the District Superintendent (level three). There will be no cost to the District for the services of the panel. The decision should be written within seven (7) days of request for panel hearing.
- 21.4.7 Level Three: The employees, no later than five (5) school days after receipt of the principal's decision, may appeal the principal's (or immediate superior's) decision to the superintendent of schools or his designee. The appeal must be made in writing reciting the matter submitted to the principal (or immediate superior) as specified above and his dissatisfaction with decisions previously rendered, together with all written decisions previously received. The superintendent shall communicate his decision in writing with reasons to the employee and the principal (or immediate superior).
- 21.4.8 Level Four: If the grievance is not resolved to the employee's satisfaction, he, no later than five (5) school days after receipt of the superintendent's decision, may request a review by the Board. The request shall be submitted in writing through the superintendent of schools who shall attach all related papers and forward the request within five (5) school days to the Board. The Board shall review the grievance and shall, at the option of the Board or upon request of the employee, hold a hearing with the employee and render a decision in writing with reasons within thirty-five (35) calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.
- 21.4.9 Level Five:
- 21.4.9.1 If the foregoing procedures have not produced an agreement between the District Board of Trustees and the aggrieved employee, either party may notify the other in writing of that party's request for the appointment of a Board Review.
- 21.4.9.2 The members of the Board of Review shall be selected as follows:
- 21.4.9.2.1 Within seven (7) days following written notification by either party, the District Board of Trustees and

the aggrieved employee shall each select one person who has not served as representative of either party.

21.4.9.2.2 These two persons shall within five (5) days select a third party to be chairman of the Board of Review. Such person shall be neither Officer nor employee of the District, nor a person who was involved in representing the employee or District in previous discussions.

21.4.9.2.3 If a chairman is not appointed within the specified five (5) days, the District Board of Trustees and the aggrieved employee shall request the State Conciliation Service to submit three names from whom the chairman shall be selected. If the parties cannot mutually agree upon the chairman from the three names submitted, each party shall have the right to veto one of the three. The persons remaining shall be the chairman.

21.4.9.2.4 The Board of Review, within seven (7) days after its establishment, shall meet to make inquiries and investigations, hold hearings, or take such other steps as it deems appropriate to make findings of fact and recommended terms of agreement. The Board of Review may at its discretion make such findings and recommendations public. The District Board of Trustees shall make the final decision.

21.4.9.3 The cost, if any, for the services of those members of the Board of Review appointed pursuant to the policies stated herein shall be born by the parties responsible for the appointment. All additional costs of the Board of Review including per diem fees, if any, and actual and necessary travel and subsistence expenses of the chairman shall be shared equally by the Calipatria Unified School District and the aggrieved employee.

21.5 Rights of Employees to Representation

21.5.1 Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by any person of his choosing including a member of his employee organization, subject to restrictions described under Level Five.

21.6 Miscellaneous

- 21.6.1 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 21.6.2 By mutual agreement of the parties in interest, procedural levels may be bypassed when such actions would seem to expedite the process.
- 21.6.3 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared and given appropriate distribution by the superintendent so as to facilitate operation of the grievance procedure.

ARTICLE 22: Savings Provision

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 23: Concerted Activities

- 23.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the C.S.E.A. or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 23.2 The C.S.E.A. recognize the duty and obligations of its representative to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operation of the District by employees who are represented by the C.S.E.A., the C.S.E.A. agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 23.3 It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.
- 23.4 It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement, in District policy, or by Education Code from any employee and/or the C.S.E.A.

ARTICLE 24: Support of Agreement

The C.S.E.A. agrees to support this Agreement for its term and will not appear before the public school employer in order to seek change or improvement in any matter subject to the meet and negotiations process except as by mutual agreement of the District and the C.S.E.A.

ARTICLE 25: Negotiations Procedures

- 25.1 The Board and the C.S.E.A. may discharge their respective duties required by the Agreement by means of authorized officers, individuals, representatives or committees. Either party may utilize the services of outside consultants.
- 25.2 Negotiations shall take place at mutually agreed upon times and locations.
- 25.3 The C.S.E.A. shall designate three representatives who shall receive a reasonable amount of release time without loss of compensation to attend negotiations.

ARTICLE 26: Effect of Agreement

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District.

ARTICLE 27: Vacation Plan

- 27.1 Eligibility: All employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis: July 1 to June 30.
- 27.2 Paid Vacation: Vacation credit may be accumulated according to Education Code section 45197.
- 27.2.1 Full-time classified employees shall be granted vacation of the rate of 5/6 days per month worked.
- 27.2.2 Part-time employees shall be granted pro-rated hours of vacation leave under section 27.2.1.
- 27.2.3 (a) All District earned vacation time will be frozen except for employees earning less than the maximum allowed according to the following guidelines.
- 27.2.3.1 Twelve (12) month employees will receive 5/6 of a day of vacation for each month during the first year of employment for a total of ten (10) days vacation. Each year thereafter, an additional day of District earned vacation will be provided to a maximum of ten (10) additional days. No twelve (12) month classified employee will earn more than twenty (20) days annual vacation.
- 27.2.3.2 Ten (10) month employees will accrue 8.3 days of vacation per year with a maximum accrual of 16.6 days. No ten (10) month employee will earn more than 16.6 days of annual vacation.
- 27.2.3.3 Nine (9) month employees will accrue 7.7 days vacation per year with a maximum accrual of 15.4 days. No nine (9) month employee will earn more than 15.4 days of annual vacation.
- 27.2.4 (a) For less than twelve (12) month employees, it is understood that vacation time will not be taken during the employment periods.
- (b) Vacation is compensated for all employees who work less than twelve (12) months as follows: Each employee will receive as part of his/her monthly pay check a pro rata portion of the vacation pay for which he/she is eligible that fiscal year. As provided above, the employee will not receive vacation time above on any scheduled work day.

Work Year

The following is the number of scheduled work days for each of the following *less than 12 month* classifications:

Bus Drivers	181 days (10 months)
Instructional Aides	180 days (10 months)
Cafeteria Helpers	187 days (10 months)
Cooks	187 days (10 months)
Clerks:	
Elementary	200 days (11 months)
High School Attendance	190 days (11 months)
Counselor's Clerk.....	200 days (11 months)
High School Clerk.....	200 days (11 months)
Continuation/District.....	200 days (11 months)
Resource Technician:	200 days (11 months)

27.2.5 Vacation time will be scheduled by the employee and immediate supervisor subject to approval by the Superintendent. Vacations will be scheduled for such time as will permit the orderly, necessary and continuing operations of the school district to function efficiently.

ARTICLE 28: Performance Evaluation and Complaints Against Employees

- 28.1 The form to be used by the District for performance evaluations is attached as Exhibit "B."

Permanent employees shall be evaluated no less than once every two years during the period beginning January 1 and ending March 31. Employees being evaluated in the current year shall be given written notice at the beginning of the school year or, in the case of new employees, not later than 30 days before the evaluation. Written notice of evaluation shall include a copy of the employee's job description. Probationary employees shall be evaluated within the first six months of hire.

Permanent employees receiving an overall unsatisfactory evaluation shall be evaluated on, at least, an annual basis, until the employee achieves an overall satisfactory evaluation or is separated from the District.

Nothing in the procedure shall preclude any additional evaluation conferences, observations, or formal evaluations at the discretion of the evaluator. Nothing in this procedure shall preclude the employee from requesting additional conferences or evaluations.

The judgments reached by the evaluator are not subject to the grievance procedure.

The evaluator shall be the unit member's immediate supervisor and/or other site/central office administrator.

- 28.2 In order to promote communication that is fair and constructive, the following procedures for resolving complaints are provided. Every effort should be made to resolve a complaint at the earliest possible stage.

28.2.1 Complaints concerning school personnel should be made directly by the complainant to the person against whom the complaint is lodged. Parents/Guardians are encouraged to attempt to orally resolve concerns with the staff member personally.

28.2.2 If the complaint is not resolved at this level, the complainant may submit the complaint in writing to the school principal or immediate supervisor. The District will consider the complaint dropped if the complainant fails to put it in writing. A written complaint must include the name of each employee involved and a brief but specific summary of the complaint and the facts surrounding it. It must also include a specific description of a prior attempt to discuss the complaint with the employee involved and the failure to resolve the matter. The principal or immediate supervisor is responsible for investigating complaints and will attempt to resolve the complaint to the satisfaction of the

person(s) involved. If the complaint is resolved, the principal will so advise all concerned parties, including the Superintendent.

- 28.2.3 If the complaint remains unresolved after review by the principal or the immediate supervisor, the principal shall refer the written complaint, together with a report and analysis of the situation, to the Superintendent, or his designee. Complainants should consider and accept the Superintendent's decision as final. However, the complainant, the employee, or the Superintendent may request a closed hearing before the Governing Board. The Board may confirm the Superintendent's decision, request further review by the administration or conduct the closed hearing. If the employee so requests, an open hearing will be held.
- 28.2.4 The District administration shall cooperate with the complainant and assist in the preparation of any written complaint so as to quickly meet the requirements of this regulation. Copies of this regulation regarding the submission and handling of all such complaints shall be made freely available.

ARTICLE 29: Retiree Fringe Benefits

Unit members who retire shall be entitled to those health and welfare benefits specifically required by law. This Article supersedes any District policy, practice or procedure in effect as of the date of ratification.

ARTICLE 30: Layoffs

- 30.1 Whenever a classified employee is laid off, the order of layoff within the classification shall be determined by length of service. Layoffs shall be in reverse order of seniority in the job classification in which the layoff occurs. The employee with the least seniority in the affected classification plus seniority accrued from serving in a higher classification shall be laid off first.
- 30.2 Seniority for employees hired after July 1, 1987, shall be all hours in paid status while working in their present classification plus higher classifications, excluding overtime. Seniority for employees hired prior to July 1, 1971, shall be the date of initial employment.
- 30.3 If two (2) or more employees subject to layoff have equal seniority, the determination as to who shall be laid off shall be determined by lot.
- 30.4 No regular employee shall be laid off from any position while employees are serving in limited term, provisional or temporary positions in the same class unless the regular employee declines said position.
- 30.5 Notice of Layoff
- 30.5.1 A written notice of layoff shall be given to affected employees no later than thirty (30) days prior to the effective date of the layoff.
- 30.5.2 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 May 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 thirty (30) days prior to the effective date of their layoff. Education Code § 45119.
- 30.5.3 When, as a result of a bona fide reduction or elimination of the service being performed by any department, classified employees shall be subject to layoff for lack of work, affected employees shall be given notice of layoff not less than thirty (30) days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights. Education Code § 45117.
- 30.5.4 Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of classified employees

nor layoff of work resulting from causes not foreseeable or preventable by the governing board, without the notice required by subdivision (a) or (b). Education Code § 45117.

30.5.5 The notice shall contain: (1) the employee's seniority (hours in paid status); (2) the employee's displacement rights, if any; (3) the employee's reemployment rights and copies of the California Education Code sections governing layoff and reemployment; and (4) the employee's right to discuss the layoff with the Superintendent.

30.5.6 A copy of the notice shall be concurrently sent by mail to the C.S.E.A. Chapter President or designee with a list of the employees affected by the layoff.

30.6 Displacement (Bumping) Rights

30.6.1 An employee laid off in one classification, who previously gained permanence in an equal AND/OR a lower classification may move (bump) into that equal or lower classification if his/her seniority is greater than those employees presently serving in that classification. Where the employee is eligible to bump into more than one classification the employee shall bump in this order:

30.6.1.1 into an equal classification;

30.6.1.2 into the higher classification of those to which he/she is entitled; and

30.6.1.3 into a classification in which the employee has had the longest service.

30.6.2 A permanent or probationary employee who has been removed from his/her classification for lack of work or lack of funds and after exercising his/her bumping rights may accept a voluntary demotion to a vacant position in a lower class or placement in an equal class, in lieu of layoff, provided that the employee is qualified to perform the duties thereof and provided further that the District agrees to such reassignment. Such employee shall maintain his/her reemployment rights as defined in this Article.

30.6.3 An employee displaced from his/her classification as a result of being bumped shall have the same bumping rights as set forth in 30.6.1 above.

30.6.4 A displaced employee may accept layoff rather than exercising any of the other options.

30.6.5 The employee may exercise the right to retirement under the provisions of the Public Employee Retirement System (PERS) in lieu of layoff.

30.7 Reemployment Rights

- 30.7.1 Laid off employees are eligible for reemployment in the classification from which laid off for a thirty-nine (39) month period from the effective date of layoff and shall be reemployed in the reverse order of layoff, as vacancies become available. The names of employees laid off shall be placed on reemployment lists in the reverse order of layoff.
- 30.7.2 Employees who, in lieu of layoff, took voluntary demotions or voluntary reductions in assigned time shall be, at the employee's option, returned to a position in their former classification or to a position with increased assigned time as vacancies become available in reverse order of layoff and for a period of sixty-three (63) months from the effective date of layoff. Such employees shall be ranked in accordance with their seniority on the reemployment list(s). For purposes of this section, "demotion" is when an employee is placed in a classification which is assigned to a lower salary range than the current classification being held by the employee.
- 30.7.3 An employee who is laid off and is subsequently eligible for reemployment shall be notified by the District of opening(s) for which he/she is eligible. The notice shall be by certified mail to the last address of the employee on record with the District.
- 30.7.4 In lieu of certified mail notice, the District may elect to give such personal notification by certified letter to the employee within twenty-four (24) hours of the personal contact.
- 30.7.5 Within ten (10) calendar days of mailing the notice or within five (5) calendar days of telephone or personal contact, the employee must accept the position or the right to it is deemed waived.
- 30.7.6 The District may simultaneously send out a notice of vacancy to employees on the seniority list. Such notice shall indicate the employee's standing on the seniority list and a statement that the employee may be entitled to reemployment only after the most senior employee on the list has been offered and declined reemployment.
- 30.7.7 Any acceptance by such employee of an assignment to a classification lower than the classification from which he/she was laid off or to the same classification but with fewer hours shall not affect his/her original thirty-nine (39) month rights to reemployment in his/her former classification and with the same number of hours. An employee given an offer of reemployment does not need to accept reemployment to maintain his/her eligibility on the reemployment list provided the employee notifies the District of his/her refusal of reemployment within ten (10) calendar days from receipt of the reemployment offer. If the employee accepts reemployment he/she must report for work within fifteen (15) calendar days following receipt of the

reemployment offer unless a later reporting date is indicated on the reemployment offer or the District approves a later reporting date.

- 30.7.8 Seniority status earned up to the time of layoff shall be maintained (as earned to date of layoff) during the thirty-nine (39) month reemployment period. There shall be no accrual of vacation, sick leave or holiday benefits during the thirty-nine (39) month reemployment period.

30.8 Benefits

- 30.8.1 For those bargaining unit employees laid off, all earned and unused vacation shall be paid in the final salary warrant due the employee.

- 30.8.2 Any employee whose effective date of layoff is after the tenth of the month shall receive health and welfare benefits for the calendar month following the month in which the layoff occurred.

- 30.8.3 This provision shall be the complete settlement of all issues related to layoffs, reemployment, voluntary demotions in lieu of layoff and the impacts and effect of all these matters. C.S.E.A. hereby clearly and unequivocally waives and relinquishes all of its rights during the term of this Agreement to negotiate any of those matters.

30.9 Specially Funded Employees

- 30.9.1 Employees, employed wholly or partially for specially funded State and Federal programs, are subject to lay-offs dependent upon the availability of funds for the operation of the programs. Should funds be reduced, delayed or in any way not available to meet the financial obligations of the program, the specially funded position and employee could be terminated subject to the conditions of the education code and this contract.

- 30.9.2 In the event the District determines it is in its best interest to make adjustments other than employee lay-offs due to the unavailability of funds, the following will be implemented:

- 30.9.2.1 Specially funded employees' work-year will be reduced up to five (5) working days. Selections of days by the District will minimize the negative effects in the instructional program.

ARTICLE 31: Employee Safety

- 31.1 The District has an important interest in providing a safe working environment for employees and a safe learning environment for pupils. The District may take reasonable steps to protect the health and safety of employees or to protect the health and safety of pupils.
- 31.2 In this Article, the following definitions apply:
- 31.2.1 Workplace. All District property and any place away from the District where District students are engaged in a school related activity.
- 31.2.2 Scope of Employment. Any duties performed as a District employee. Exclusions are: conferences, C.S.E.A. and District social functions where District students are not present.
- 31.2.3 Reasonable Suspicion. A belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is under the influence of a substance so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced. Reasonable suspicion may result from actual observation of the use or ingestion of a substance by an employee. It may be based on reliable information that the employee is currently using or has recently used or possessed a controlled substance, or open container with alcohol on the job. Reasonable suspicion may result from an observation of physical symptoms such as but not limited to slurred speech or sleeping on the job.
- 31.3 By June 30, 1993, no employee shall smoke at any workplace. The term workplace includes all District property including parking areas. No employee shall smoke in the presence of a pupil at any place while the employee is acting within the scope of employment. Any employee who smokes at any workplace, or in the presence of a pupil at any place while the employee is acting within the scope of employment, is subject to discipline pursuant to applicable Board Policy and Education Code. Possession of legal tobacco or tobacco products is not prohibited.
- 31.3.1 During the 1992-1993 school year, the District will provide quit smoking assistance of the District's choice to employees who request it.
- 31.4 No employee shall possess, consume or be under the influence of alcohol at any workplace. The term workplace includes all District property including parking areas. No employee shall drive a District vehicle within eight hours of consuming any alcohol. No employee shall possess, consume or be under the influence of alcohol at any place while the employee is acting within the scope of employment.

- 31.4.1 "Scope of Employment" for the purpose of this policy does not include any period of time after normal work hours when an employee is not performing required or voluntary services at the request of or for the benefit of the District. "Scope of Employment" also does not include presence at a voluntary social activity in the evening related to any conference, workshop, seminar or similar event where attendance is approved by the District. No employee, however, shall drive to or from any such event while possessing, consuming or being under the influence of alcohol. Any employee who possesses, uses or is under the influence of alcohol at any workplace or at any place while the employee is acting within the scope of employment is subject to discipline, up to and including dismissal, even for a first violation. Any employee who is convicted of driving under the influence of alcohol with a pupil or another employee while acting within the scope of employment and/or driving a District vehicle may be dismissed, even for a first violation.
- 31.5 No employee shall manufacture, distribute, dispense, possess, consume or be under the influence of illegal drugs or controlled substances at any workplace. The term workplace includes all District property including District vehicles and parking areas. No employee shall manufacture, distribute, dispense, possess, consume or be under the influence of illegal drugs or controlled substances at any place while the employee is acting within the scope of employment. Any employee who manufactures, distributes, dispenses, possess, uses or is under the influence of illegal drugs or controlled substances at workplace or any place while the employee is acting within the scope of employment is subject to discipline, up to and including dismissal, even for a first violation. Any employee who is convicted of driving under the influence of illegal drugs or controlled substances with a pupil or another employee while acting within the scope of employment and/or driving a District vehicle may be dismissed, even for a first violation.
- 31.5.1 The terms illegal drugs and controlled substances include all chemical substances or drugs listed in any controlled substance laws or regulations. They include but are not limited to:
- 31.5.2 Stimulants, which speed up central nervous system activity, e.g., amphetamines, cocaine and similar drugs.
- 31.5.3 Depressants, which relax central nervous system activity, e.g., narcotics, barbiturates or similar drugs.
- 31.5.4 Hallucinogens, which change perception and consciousness, e.g., marijuana, hashish, LSD and similar drugs.
- 31.5.5 Deliriant, which cause mental confusion and disorientation, e.g., glue solvents, aerosol sprays and similar drugs and substances.

- 31.5.6 The possession or use of drugs under and consistent with the specific directions of a physician which does not impair the performance of an employee is not prohibited.
- 31.6 All employees must notify the Superintendent in writing within five (5) days of any drug statute conviction for a violation occurring in any workplace or while the employee is acting within the scope of employment. All employees also must notify the Superintendent in writing within five (5) days of any conviction of driving while being under the influence of drugs or alcohol while the employee is acting within the scope of employment. A conviction includes any finding of guilt, including a no contest plea, or imposition of a sentence.
- 31.7 The District encourages and will reasonably assist any employee with an alcohol or drug dependency to seek treatment or rehabilitation. The District will reasonably accommodate any employee with an alcohol or drug dependency, as long as such reasonable accommodation does not impose an undue hardship on the District. Sick leave may be used by an employee for treatment or rehabilitation of an alcohol or drug dependency by a physician or other professional specializing in such treatment or rehabilitation. An employee will be permitted to participate in outpatient treatment and inpatient treatment unless such participation imposes an undue hardship on the District. The District does not allow or tolerate unsatisfactory job performance because of alcohol or drug dependency or use.
- 31.8 The District acknowledges that employees have a right of privacy in their personal property, but the District through its authorized supervisors, has the right to inspect in whole or in part, any District property, such as desks, lockers, cabinets, or other property at any time for any reason and without prior notice.
- 31.9 If there is a decision made to search an employee or the employee's personal property, representatives of law enforcement will be requested to conduct the search when there is reasonable suspicion to believe that the employee is in violation of the prohibitions in this policy and the employee is advised as to the reason for the search. An employee or an employee's personal property will not be searched without the employee's consent, but the District may discipline any employee up to and including dismissal if the employee refuses to consent to a search by law enforcement personnel after also being advised that a refusal to consent subjects the employee to discipline. Any such discipline shall not be based solely on the refusal but shall be based on the reason(s) for the requested search. If police find there is no reasonable grounds to search, no disciplinary action will be taken.
- 31.10 The District and Association agree to abide by the Department of Transportation Drug Testing Program for designated positions as approved by the Board of Trustees on January 8, 1996, as it may be amended to maintain conformity with applicable law.
- 31.11 The District when there is reasonable suspicion may request that an employee submit to drug or alcohol testing. the employee may ask that the request for drug testing be given in writing. Reasonable suspicion normally requires either information from a reliable

informant or another reasonable ground for suspecting that the testing will turn up evidence that this policy has been violated. A reasonable ground includes but is not limited to the employee appearing to be under the influence of alcohol or drugs, the employee is found in possession of alcohol or suspected controlled substances, the employee is involved in an accident whose nature indicates possible impairment of ability or judgment, or the employee is involved in an accident in which a safety precaution was violated or careless act was performed. The District also may request that an employee submit to drug or alcohol testing when the employee seeks to return to work after being absent for treatment or rehabilitation for alcohol or drug dependency.

- 31.11.1 An employee is not required to submit to drug or alcohol testing without the employee's consent, but the District may discipline any employee up to and including dismissal if the employee refused to consent to such testing. Any such discipline shall not be based solely on the refusal, but shall be based on the reason(s) for the requested testing. No discipline shall be imposed, however, unless the employee is advised as to the reason for the testing, and the employee refuses to consent to the testing after being advised that a refusal to consent subjects the employee to discipline.
- 31.11.2 Any consent or refusal to submit to the testing shall be in writing. If the employee consents to the testing, the employee also shall authorize in writing the release of the medical information. If the employee consents to the testing but refuses to authorize the release of medical information, disciplinary action will not be taken because of the refusal. Disciplinary action, however, may be taken based on other available evidence. If the employee refuses to release the medical information to the District, it will not be available to assist the employee in any decision regarding discipline.
- 31.11.3 The District representatives requesting the testing normally should escort the employee to the independent laboratory and/or clinic selected by the District.
- 31.11.4 The independent laboratory and/or clinic requested to conduct any testing shall be instructed to:
 - 31.11.4.1 Ask the employee to provide a specimen. Test the specimen for the presence of any prohibited substances.
 - 31.11.4.2 Preserve and mark all specimens yielding positive results.
 - 31.11.4.3 Return the lab report and any other information showing results to the District with written consent of employee as specified in Section 32.9 of this Article.
- 31.11.5 If the first laboratory tests show positive results, the specimen will be tested again using a different confirmatory test methodology. The employee may be asked to provide an additional specimen under the procedures described above.

- 31.12 Testing reports will be treated similarly to other confidential personnel documents which have restricted access.
- 31.13 If the results of any employee's drug test prove to be negative, no record of the testing will be placed in the employee's personnel file and the test results will be destroyed unless the employee requests otherwise.

ARTICLE 32: Duration

- 32.1 This Agreement shall become effective upon ratification and shall continue in effect to and including June 30, 2008, and from year to year thereafter unless alteration or amendment is requested by either party by means of written notice, by mail or hand delivery, to the other party by May 15 next preceding the termination date. C.S.E.A. agrees to present to the District its initial proposal pursuant to this Article no later than thirty (30) days following submission of written notice.

ARTICLE 33: Completion of Negotiations

The C.S.E.A. and the District agree that each has had a full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the scope of negotiations. The parties agree that this Agreement is intended to cover all matters relating to wages, hours and other terms and conditions of employment. During the term of this Agreement, the C.S.E.A. expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject matter whether or not referred to or covered in the Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the C.S.E.A. at the time they met and negotiated on and executed this Agreement, and even though such subject or matters were proposed and later withdrawn.

ARTICLE 34: Job Classification Provisions

34.1 No Child Left Behind

The District will take action as necessary to implement *No Child Left Behind (NCLB)* Title I Part A, Section 1119(c), as it may be modified. Implementation will include but not be limited to the following:

- (1) Paraprofessionals hired after January 8, 2002 shall have
 - (A) Completed at least two years (60 semester units) of study at an institution of higher education; or
 - (B) Obtained an associate's (or higher) degree; or
 - (C) Met a rigorous standard of quality and can demonstrate, through formal State or District academic assessment, designed to evaluate paraprofessional candidates at the level of the second year of college -
 - (i) knowledge of, and the ability to assist in instructing reading, writing and mathematics; or
 - (ii) knowledge of, and the ability to assist in instructing reading, readiness, writing readiness, and mathematics readiness, as appropriate.
 - (D) The District will apply either the state assessment instrument when available or an assessment instrument established by the District.

34.2 Paraprofessionals

The following classifications will be renamed Paraprofessionals, but maintained as separate classes: Instructional Technician, Instructional Aide, Bilingual Instructional Aide, Computer Technician I.

34.3 Modification of Job Description

The job description of the Account Clerk II/Business Office Assistant will be expanded to include the following statement: "Have knowledge of all aspects of the Business Office to be able to assist with and cross-train employees in areas including matters of human resources, payroll, accounts payable, accounts receivable and cafeteria reporting."

34.4 Migrant Coordinator/Projects Technician

The classification is placed on Range X of the salary schedule. This is a 12 month position.

34.5 Heating Ventilation and Air Conditioning (HVAC) Technician

New Classification (Range XIV) This is a 12 month position.

34.6 Account Clerk II and Business Office Assistant

Move from Range XI to Range XII retroactive effective July 1, 2007.

34.7 Vehicle and Equipment Mechanic

The current position of 50% Vehicle and Equipment Mechanic/50% Lead Bus Driver will be replaced with a 100% Vehicle and Equipment Mechanic position effective May 1, 2008. The Vehicle and Equipment Mechanic job description will be modified to specify that the position may be called upon to serve as a relief bus driver as needed. (Job description attached).

ALL SIDE LETTERS ARE SUPERSEDED AND REVOKED UNLESS EXPRESSLY ATTACHED AND INCORPORATED IN THIS AGREEMENT.

Attached to this contract is Side Letter of Agreement regarding the agreement to the following less than 8 hours positions:

Custodians:

Grace Smith Elementary - One four hour (12 month) position

Fremont Primary - One six hour (12 month) position

Resource Technicians:

Two four hour (11 month) positions

Calipatria Unified School District

By: _____ (Date) _____
Douglas Kline
Superintendent Calipatria
Unified School District

California School Employees Association, Chapter #393

By: _____ (Date) _____

By: _____ (Date) _____

By: _____ (Date) _____

Exhibit A
Salary Schedule

Exhibit B
Performance Evaluation Form

Employee's comments:

JOB FUNCTION	PERFORMANCE STANDARD	1	2	3	4
		H			L
Ensures work is completed safely, accurately and in a timely manner.					

Evaluator's comments:

Employee's comments:

JOB FUNCTION	PERFORMANCE STANDARD	1	2	3	4
		H			L
Follows directives, policies, and procedures.					

Evaluator's comments:

Employee's comments:

JOB FUNCTION	PERFORMANCE STANDARD	1 H	2	3	4 L
[Other job functions listed.]					

Evaluator's comments:

Employee's comments:

JOB FUNCTION	PERFORMANCE STANDARD	1 H	2	3	4 L
[Other job functions listed.]					

Evaluator's comments:

Employee's comments:

JOB FUNCTION	PERFORMANCE STANDARD	1	2	3	4
		H			L
[Other job functions listed.]					

Evaluator's comments:

Employee's comments:

JOB FUNCTION	PERFORMANCE STANDARD	1	2	3	4
		H			L
[Other job functions listed.]					

Evaluator's comments:

Employee's comments:

JOB FUNCTION	PERFORMANCE STANDARD	1 H	2	3	4 L
Attendance and punctuality.					

Evaluator's comments:

Employee's comments:

JOB FUNCTION	PERFORMANCE STANDARD	1 H	2	3	4 L
Participates in various activities (e.g. meetings, training, etc.) for the purpose of receiving and/or conveying information.					

Evaluator's comments:

Employee's comments:

INITIATIVE PERFORMANCE STANDARD	1	2	3	4
	H			L
Takes responsibility for starting and following through on tasks.				

Evaluator's comments:

Employee's comments:

TEAMWORK PERFORMANCE STANDARD	1	2	3	4
	H			L
Establishes and maintains cooperative working relationships with peers and co-workers.				

Evaluator's comments:

Employee's comments:

My signature indicates ONLY that I have read and discussed this evaluation with the evaluator.

I acknowledge that I have received a copy of the evaluation.

Employee's signature

Date:

Administrator's signature

Date:

Evaluator's signature

Date:

EMPLOYEES HAVE TEN (10) DAYS TO RESPOND IN WRITING FROM THE DATE OF THE EVALUATION. THE WRITTEN RESPONSE WILL BE ATTACHED TO THE EVALUATION AND WILL BE PLACED IN THE EMPLOYEE'S PERSONNEL FILE

Permanent employees shall be evaluated no less than once every two years during the period beginning January 1 and ending March 31. Employees being evaluated in the current year shall be given written notice at the beginning of the school year or, in the case of new employees, not later than 30 days before the evaluation. Written notice of

evaluation shall include a copy of the employee's job description. Probationary employees shall be evaluated within the first six months of hire.

Permanent employees receiving an overall unsatisfactory evaluation shall be evaluated on, at least, an annual basis, until the employee achieves an overall satisfactory evaluation or is separated from the District.

Nothing in the procedure shall preclude any additional evaluation conferences, observations, or formal evaluations at the discretion of the evaluator. Nothing in this procedure shall preclude the employee from requesting additional conferences or evaluations.

The judgments reached by the evaluator are not subject to the grievance procedure.

The evaluator shall be the unit member's immediate supervisor and/or other site/central office administrator.