

AGREEMENT

BETWEEN

KELSEYVILLE UNIFIED SCHOOL DISTRICT AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

CHAPTER 638

FOR THE PERIOD

JULY 1, 2023 TO JUNE 30, 2026

(Successor Collective Bargaining Agreement from October 16, 2025)

Board Ratified/Adopted:
12/15/2025

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PREAMBLE

The parties agree that the purpose of this Agreement is to promote the improvement of personnel management and employer-employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment as described in the EERA commencing with Section 3548 of the California Government Code.

ARTICLE I

RECOGNITION

- 1.1 Acknowledgment: The District confirms its recognition of the Union as the exclusive representative for a unit of all classified employees excluding substitutes, all short term employees as defined in Education Code Section 45103, District Superintendent's Secretary, Director of Food Services, Director of Services, and all other management, supervisory and confidential employees.
- 1.2 Scope of Representation: The scope of representation shall be limited to matters relating to wages, hours of employment and all other terms and conditions of employment. Nothing herein may be construed to limit the right of the District to consult with the Union on any matters outside the scope of representation.

ARTICLE II

NON DISCRIMINATION

The District and the Association agree no employee in the bargaining unit shall be unlawfully discriminated against in the matter of wages, hours, or other terms and conditions of employment. Examples of unlawful discrimination include, but are not limited to race, color, creed, age, sex, national origin, political affiliation, political preference, domicile, marital status, physical handicap, or membership or participation in any employee organization.

ARTICLE III

NEGOTIATIONS PROCEDURES

- 3.1 Bargaining for a successor collective bargaining agreement will require that both parties list the issues to be discussed that would affect the language of the agreement, and the primary interest for each issue listed including a specific term for the agreement (normally not more than 3 years), prior to entering into negotiations on these specific issues for the successor agreement.
- 3.2 In the interest of the relationship and forthright communications, each party is encouraged to consult with the other before taking action that will adversely affect the constituency of the other.

ARTICLE IV

PERSONNEL FILES

4.1 Personnel Files

- 4.1.1 The employee may, upon request, have copies of the material in his/her personnel file.
- 4.1.2 A person shall be provided a copy of any negative or derogatory material before it is placed in his personnel file. He shall also be given an opportunity during the school day to prepare a written response to such material so long as such opportunity does not interfere with the person's duties as an employee. The written response shall be attached to the material.
- 4.1.3 Upon written authorization by the person, a representative of the Union shall be permitted to examine and/or obtain copies of materials in such person's personnel file.
- 4.1.4 Material placed in the employee's personnel file which relates to the quality of the employee's performance shall be signed and dated by the person preparing the material.
- 4.1.5 Access to personnel files shall be limited to the members of the District administration and their representatives. District legal counsel and other District consultants are allowed access to personnel files in order to accomplish the purposes for which they are being consulted. Board of Education members may request the review of a person's file at a personnel session of the entire Board of Education. The contents of all personnel files shall be kept in the strictest confidence.
- 4.1.6 The District shall maintain the person's personnel file at the District's central office.
- 4.1.7 After negative or derogatory material has remained in an employee's personnel file for 24 months, an employee may request that such material be sealed in the file and subject to the control of the Superintendent or his/her designee. If such a request is made, the material will be sealed and subject to the control of the Superintendent or his/her designee. If the material is sealed, the Superintendent or his/her designee may review the material at any time and may use the material where appropriate, as determined by the Superintendent or designee.

ARTICLE V

EVALUATIONS

- 5.1 Employees shall be evaluated by their immediate supervisors.
- 5.2 Frequency of Formal Evaluation
 - 5.2.1 Probationary employees shall be evaluated at the end of the second and fifth months of service.
 - 5.2.2 Permanent employees shall be evaluated annually, except that permanent employees whose work has been consistently satisfactory over a period of time may be evaluated at least once every two years.
 - 5.2.3 Regular evaluations shall not prohibit the supervisor from discussing areas of concern in the employee's work or outstanding performance.
 - 5.2.4 Permanent employees are subject to additional evaluation at the discretion of the evaluator, but not more than one per sixty day period, excluding the annual evaluation.
- 5.3 Evaluation reports shall be made on forms provided by the District office. The evaluator shall present the report to the employee and discuss it with him/her. The discussion shall include discussions of recommendations for improvement as necessary. The form shall be signed by the employee to indicate receipt, and he/she shall be given a signed copy. A copy shall be filed in the employee's file.
- 5.4 An employee who is not satisfied with his/her evaluation report may, within thirty days after receipt of the evaluation write a rebuttal which shall be attached to the evaluation and become a part of his/her personnel file.

ARTICLE VI

UNION RIGHTS

- 6.1 In addition to other rights specified in other portions of this Agreement, the Union Field Representative shall have the right to access during non-work times to areas in which employees work. Notice of presence at the site must be given to the site supervisor immediately upon arrival at the site.
- 6.2 Any designated Chapter representative is entitled to reasonable release time for representational activities including the processing of grievances at all steps and in matters of disciplinary actions where the employee has requested Union representation. The Superintendent or designee will review all requests for release time.
- 6.3 The Union Chapter 638 has the right to use without charge, institutional bulletin boards, mailboxes and email for the posting or transmission of information or notices concerning CSEA matters.
- 6.4 The District authorizes the Union/Chapter 638 to use the District's site facilities and buildings at times other than normal working hours and hours of student instruction as long as the Union submits the appropriate Civic Center Act form to the building/site principal for approval. Upon request by the Union and express approval by the Superintendent or designee, the Union may use such facilities and buildings during normal work hours provided such use does not interfere with the instructional program.
- 6.5 The District authorizes the designated Chapter representative to use District equipment provided:
 - a. No use shall be during employee work hours except as specifically approved by the Superintendent or designee.
 - b. The Union shall pay for the cost of all materials, supplies and copies incident to such use. The rate charged shall be the standard rate charged to the public, and/or school organizations.
- 6.6 The union agrees to leave facilities, buildings and/or equipment used in a clean and orderly condition.
- 6.7 The District agrees to provide the Union and all unit members with an updated seniority list in accordance with the Education Code once each year on or before October 1st. The District shall also update the seniority list and provide a copy to the Union at least ten days prior to Board action on a classified layoff.
 - 6.7.1 Seniority shall be defined as date of hire (See Layoff Article)
- 6.8 The District shall provide information in accordance with all applicable laws within a reasonable time after receiving CSEA's request.

- 6.9 Upon ratification of the complete agreement, the District shall prepare the final contract and provide ten copies of the contract to the Association President. Final copies shall be distributed by the Chapter to all unit members within thirty days of ratification by both parties. All new unit members shall be provided with a copy of the Agreement. Any changes to the Agreement agreed to by the District and the Union and subsequently ratified shall be put in writing and provided to all unit members.
- 6.10 For employees covered by this Agreement and issues which are subject to negotiations, the District shall not conduct negotiations with individual employees in the unit or with any other organization claiming to represent the unit.
- 6.11 Each employee, except those whose presence on the job is essential to the continued operation of the District, shall be entitled to one hour of release time following ratification of this contract for attendance at a meeting for contract orientation. CSEA shall provide the District with a roster of those employees in attendance at this meeting. CSEA and the District shall agree in the scheduling of a meeting for contract orientation in order to reduce the adverse impact on the workload of the District.
- 6.12 CSEA shall have the sole and exclusive right to have membership dues deducted for employees in the bargaining unit by the District. The District shall, upon appropriate written authorization from any employee, and in compliance with this agreement and consistent with Education Code Section 45168, deduct such dues and make appropriate remittance to the Association within a reasonable time thereafter.
- 6.13 Dues Deduction
- 6.13.1 The District shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA after the date of the execution, and for whom the District receives dues authorization from CSEA.
- 6.14 Maintenance of Membership
- 6.14.1 New bargaining unit members shall be provided with a form prepared by CSEA outlining the benefits of organizational membership and shall elect to become CSEA members or decline membership.
- 6.15 Change in Membership Status
1. The District will refer any eligible classified employee concerning union dues or stopping union membership to the CSEA Labor Relations Representative.
 2. CSEA agrees to give timely written notification to District of any changes in membership status.
 3. CSEA will reimburse any eligible classified employees for dues deducted in error as determined by CSEA.

6.16 Charter Petition Notification

1. The District shall notify the CSEA Labor Relations Representative and Chapter President no more than three (3) working days after receiving (1) a petition for a new independent charter school, (2) a renewal petition or (3) a request for a material revision.

ARTICLE VII

HOURS

7.1 Workday and Workweek

- 7.1.1 The workweek for members assigned to a position of four hours or more per day shall be five consecutive workdays and no more than 40 hours.
- 7.1.2 Except as otherwise provided by this contract, the District may establish a workweek of less than five days and/or less than 40 hours for any of its positions.
- 7.1.3 This article shall not restrict the extension of the workweek on an overtime basis when such is necessary to carry on the business of the District. All time worked shall be compensated by payment of wages, except that overtime hours may, in accordance with section 7.6 of this article, be compensated in duty free time.
- 7.1.4 On days designated in the board approved KUSD calendar as minimum days, preceding Winter Break and Spring Break, classified employees will be excused from duties with permission from their direct supervisor after completing a minimum of half of their work day and when there are no students and/or teacher to assist, unless staff development activities have been scheduled. In these circumstances, the workday would be considered complete and the employee not docked time or pay.

7.2 Adjustment of Assigned Time: When a part-time employee is assigned, with the approval of the immediate supervisor, to work additional time beyond his/her regular part-time assignment in his/her regular job class, which averages thirty or more minutes per day for a period of twenty consecutive working days or more, the employee's regular assignment shall permanently be adjusted upward to reflect the longer hours, retroactive to the first day of the assignment. Sick leave and vacation accrual shall also be adjusted upward retroactively. Any eligibility for increased contractual (health, etc.) benefits shall be applied prospectively, effective on the first day of the month following completion of the twenty consecutive working days.

If at the completion of the increased assignment the supervisor determines there is no need for the increased hours assignment to continue, the District may eliminate the increase in hours, i.e., reduce the position's hours back to the original hours, through the layoff process. When the hours are reduced, the employee will be on a reemployment list for those reduced hours as though laid off.

7.3 Overtime

- 7.3.1 Overtime is defined to include any time worked in excess of eight hours in

any one day, or any time worked in excess of 40 hours in any calendar week.

- 7.3.2 Additionally, a member regularly assigned a workday of four or more hours per day shall be compensated for the time worked at the overtime rate for all work performed on the sixth or seventh day.
- 7.3.3 Members assigned a workday of less than four hours per day shall be compensated at the overtime rate for all work performed on the seventh day worked following the commencement of his/her workweek.
- 7.3.4 When an employee is required to work on a day which falls on a scheduled holiday, the District shall provide payment at time and one-half for all hours worked, in addition to the employee's regular straight time holiday pay (2 1/2 times), or compensatory time off at the rate of time and one-half in addition to the regular holiday pay.
- 7.3.5 Each District site administrator shall offer overtime on a rotating basis among employees in the bargaining unit within each classification within each department, with the exception of emergencies. The rotation shall begin each year on July 1st and begin with the most senior employee. Employees having no interest in working overtime may choose to be skipped in the rotation of overtime offer of the school year.
- 7.3.6 Right of refusal: An employee shall have the right to reject an offer or request for overtime or call-back or call-in time, provided there are other employees within the classification who will accept the assignment. If no employee volunteers to accept the assignment, the work will be assigned to the least senior employee in the classification who shall accept it.
- 7.3.7 All employees will complete state and district mandated training. Employees who are 185 days or less will be granted an additional day (8 hours) at the districts expense, (at the employee's regular rate of pay) under the direction and scheduling of the employees direct supervisor. The district will provide necessary tools and or equipment for mandatory trainings.
- 7.4 Except as provided by Education Code 45117, employees told by their supervisor or designee not to report to work on a regularly scheduled work day shall be compensated for that day as if they had worked their regular hours.
- 7.5 Hazardous Conditions
 - 7.5.1 If school is canceled before a minimum day is completed, the following will occur:
 - a. All classified employees will be released from their duty stations after the safety of students has been ascertained.
 - b. The day shall be considered fulfilled for twelve month employees.

- c. Ten month employees and part time employees will be paid at their hourly rate for extra hours worked.

- 7.5.2 If a minimum school day is complete, the day shall be considered complete for all classified employees.
- 7.5.3 If the State approves a waiver of an emergency day, all classified employees will have the emergency day treated as a regular paid work day.
- 7.5.4 For 12 month classified employees called in to work by their supervisor during a school closure, limited to fire, power outage, weather, or air quality, and if the Superintendent declares that school is closed and students are not receiving instruction, shall receive additional compensatory time for those hours at a rate of .5. It is the responsibility of the employee to determine if conditions are safe to report to work. Compensation Time (CT) form to be completed.

7.6 Compensatory Time Off

- 7.6.1 Upon request of a unit member and approval by the appropriate supervisor, a unit member may receive compensatory time off in lieu of overtime pay. Compensatory time off shall be granted at the appropriate rate of overtime in accordance with section 7.3 of this article.
- 7.6.2 Employees who agree to work overtime at the request of another agency or at a student body event, for which the other agency or student body is reimbursing the district for the cost, cannot elect to receive compensatory time off and must be paid overtime wages.
- 7.6.3 Compensatory time is taken at a time mutually acceptable to the employee and the District within the fiscal year earned. If the employee is not permitted to take the compensatory time within the fiscal year, the employee shall be paid in cash within one month of expiration of the eligibility date.

7.7 Call-in time: An employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two hours pay at the appropriate rate of pay under this agreement.

7.8 Call-back time: An employee called upon to work after completion of his/her regular assignment shall be compensated for at least two hours of work at the appropriate rate of pay under this agreement.

7.9 Meal periods: Members assigned a regular workday of five or more consecutive hours shall be allowed a duty-free, unpaid meal period of at least thirty minutes, preferably at the midpoint of the work shift. If, because of work necessity, an employee is directed to work during the meal period, it shall be considered "on duty" and counted as time worked.

7.10 Rest periods: All bargaining unit employees shall be granted rest periods which,

insofar as practicable, shall be in the middle of each work period. Eight hour per day employees shall be granted 15 minutes per four hours worked. Six hour per day employees shall be granted 10 minutes per three hours worked. Four hour per day employees shall be granted a rest period of 15 minutes. Employees assigned a minimum of three hours, but less than four hours shall be entitled to a rest period of ten minutes.

7.10.1 Specified periods may be designated by the supervisor in coordination with the employee.

7.10.2 Rest periods are a part of the regular work day and shall be compensated at the regular rate of pay for the employee.

7.11 Distribution of Information: Upon initial employment and each change in classification, each employee shall receive a copy of the applicable job description, a specification of the monthly or hourly rates applicable to his or her position, a statement of the duties of the position, a statement of the employee's work site(s), regularly assigned work shift, the hours per day, days per week and months per year.

7.12 For purposes of this section, every classified employee shall be deemed to be employed for 12 months during each school year regardless of the number of months in which he is normally in paid status. When the District, in any school year, maintains school sessions at times other than during the regular September-June academic year, it shall assign for service at such times regular classified employees of the District. When it is necessary to assign classified employees not regularly so assigned to serve between the end of one academic year and the commencement of another, such assignment shall be made on the basis of seniority within the classification needed, provided employees are qualified for the summer work. If it is necessary to assign regular classified employees with no seniority in the class, the assignment shall be made on the basis of qualifications for employment in the class. "Qualified" or "qualifications", for purposes of this section, means the employee has the technical qualifications for the summer work and has not been reprimanded in writing within the twelve month period prior to the summer work. No classified employee whose regular yearly assignment for service excludes all, or any part of, the period between the end of the academic year in June to the beginning of the next academic year in September, shall be required to perform services during such period. A classified employee shall, for services performed as herein provided, receive, on a pro rata basis, not less than the compensation and benefits which are applicable to that classification during the regular academic year.

7.12.1 The District shall provide all less than twelve-month employees an opportunity to apply for short-term summer work opportunities by posting vacancies as outlined in Article 8.4.

7.12.2 District employees will have first consideration for summer school positions. District employees interested in applying for summer school positions will submit a letter to the District Office prior to the posted

deadline. Only district employees who submit a letter of interest will be considered for summer school positions. District employees will be hired following these guidelines:

- a. If needed, new applicants will be hired based on qualifications for employment in the class in the order of highest seniority.
- b. If no district employees within the class apply for a summer school position, district employees outside the class will be hired based on skills and qualifications.

7.13 Assignment of Bus Routes

- A. Drivers having achieved permanency to a fixed number of hours shall not lose hours on the basis of route assignments. This section shall not be construed as superseding layoff procedures due to lack of funds or lack of work.
- B. Ten business days prior to the beginning of the school year, the District shall post the route sheets for all open routes and the vehicle assigned for the inspection of the drivers.
- C. (1) Five business days prior to the beginning of the school year, the District will offer all open routes for bidding. Appointment to the open route shall be assigned to the most qualified senior driver bidding for that route. Seniority shall be determined by the first date of paid service as a regular employee (hire date). A driver who can not be present may authorize, in writing, a fellow employee to bid for them.

(2) All Special Education routes will be opened for bid no less than five days prior to the first day of school. All routes and schedules will be posted and offered to the drivers on a seniority basis.
- D. Routes will be established to give the best service to the most students.
- E. Drivers will suggest route and bus stop changes when considered necessary. Under no circumstances will stops be deleted or routes be changed without the approval of the Superintendent.
- F. Each driver will maintain the same schedule day by day.
- G. All drivers will report any part of a route that is dangerous or becomes unsafe for bus travel.
- H. Drivers will make a map of their assigned route showing stops, time of each stop, indicate "Red Light Stops", and any other

information they may deem necessary. These maps will be kept on file at the Transportation Office for reference by supervisors and utilization by substitute drivers.

7.13.1 Extra Bus Hours

- A. An equivalent number of extra bus hours shall be offered to all regularly employed drivers. For the purposes of this Article equivalent number of extra bus hours shall mean within ten hours at the end of each calendar quarter.
- B. At the beginning of each month, the District shall post the accounting of extra bus hours for each driver during the prior month. The hours shall include all hours offered whether accepted by the driver or not.
- C. The District shall distribute the hours of weekend trips on an equivalent basis throughout the year to those drivers who are interested in weekend trips.
- D. Drivers not interested in weekend trips or extra hours will specify to the District, in writing, their preference and will not be included in the accounting. Drivers may change their decision in writing prior to the beginning of each calendar month, yearly accounting for weekend trips and extra hours will then be prorated.
- E. This article shall not preclude the District from assigning extra trips in situations where no driver accepts the weekend trip or extra bus hours as under Article 7.3.6.
- F. Bus drivers who also coach will be paid at the bus driver rate for the time they spend driving a bus to and from their team's sporting event

7.14 Coaching Stipends

District classified employees shall be given preference over outside applicants for vacant coaching positions. CSEA members will be paid according to the KUTA's Exhibit B Extra-Curricular Salary Schedule, based on the same Category and Steps that are paid to a Certificated member (KUTA).

7.15 Assignment of New Additional Duties

Duties and assignments that are added to the normal district workload of a classified employee by a non-district agency such as but not limited to Healthy Start, Migrant Education and Americorps, or when the work is created by a "grant funded" program or other restricted funds for which classified time is built into the expenses, the employee may have the time worked outside normal contract hours to accomplish these tasks reported as "extra duty" with pre-approval of the

site administrator, and paid separately for this time (not with their normal monthly paycheck). The district may then bill the agencies for the time to recoup the expense.

ARTICLE VIII

TRANSFERS AND PROMOTIONS

8.1 Definitions and Purposes of This Article

8.1.1 Transfer: Transfer is a move from one school to another school without a change of shift of more than one hour or an increase in hours or days per year.

8.1.2 No employee shall be assigned to work in a job location other than the employee's normal work site for a period in excess of fifteen consecutive working days.

A. Except in extreme emergencies, the employee shall be notified at least 24 hours before the temporary reassignment begins. Notification shall include starting and probable ending dates in writing.

B. Any employee required to work at a job location other than his/her regular site shall be financially reimbursed at the current IRS mileage rate for the distance between the employee's current job site and the temporary job site only if the temporary reassignment requires the employee to travel further one-way than he/she would normally travel to the regular work site.

8.1.3 Promotion: Promotion is defined as employment in a new classification assigned a higher salary than the employee currently receives.

8.1.4 Reassignment: Reassignment is a move from one job assignment to another job assignment within the same classification.

8.1.5 Vacancy: Vacancy is when a new unit position is created or an existing position is to be filled.

8.2 Employees in the bargaining unit and laid off workers on the 39 month rehire list shall be given first consideration over outside applicants filling any bargaining unit job vacancy for which the employee is qualified to perform.

8.3 Lateral Transfer - The District shall post all vacancies at each job site to provide bargaining unit employees an opportunity to transfer within their current class to another work location or work shift regardless of hours. Employees may also place a written request with the District Office.

8.3.1 Selection Procedure - A bargaining unit employee requesting a lateral transfer to a vacant position will be granted the position providing that the employee has received a satisfactory performance evaluation, and the transfer does not create a serious problem for the District and/or the employee such as, but not limited to:

- a. Interpersonal working relationships
- b. The District need for the employee in the present location.

If two or more bargaining unit employees request a lateral transfer, the employee who is best qualified shall be granted the position. If it is determined that two or more employees are equally qualified, the employee with the greatest seniority within the classification will be given the position requested.

- 8.3.2 Denial of Transfer - If a request for transfer is not granted, the employee will have the right to request, within six days, to meet with the Superintendent, or the Superintendent's designee, to discuss the specific reason(s) for the denial, and may, upon request, have the reason(s) stated in writing.

- 8.4 Employees in the bargaining unit shall be given first consideration in filling any bargaining unit job vacancy which can be considered a promotion after the announcement of the position vacancy.

- 8.4.1 Posting of notice – Notice of all job vacancies shall be posted within ten (10) working days of becoming vacant and for at least five (5) working days on bulletin boards in prominent locations at each district job site prior to job recruitment closing. A copy of each vacancy will be sent to the CSEA President. An email shall be sent to each bargaining unit member's District email address. All classified vacant positions shall be posted internally to give qualified bargaining unit members the opportunity to fill open positions before being posted externally. Vacancies may be concurrently posted internally and externally during summer months with interviews given to current employees first. If the district chooses not to fill a vacant position, notification will be given to the classified chapter leadership.
- 8.4.2 The job vacancy notice shall include: The job title with position control number, a brief description of the position and duties, the minimum qualifications required for the position, the assigned work site, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position, the salary range and deadline for filing to fill the vacancy.
- 8.4.3 Any employee in the bargaining unit may file for the vacancy by submitting written notice to the District Office within the filing period. Any employee on leave or vacation may authorize his/her Job Representative to file on the employee's behalf.
- 8.4.4 Within eight working days after filling the position, each unsuccessful candidate shall be given an opportunity to discuss the reason(s) with the person making the recommendation.

- 8.4.5 Any employee in the bargaining unit promoted shall retain their rights to their former position should they not successfully complete the probationary period of the position promoted into.
- 8.4.6 When it is demonstrated at a site to be necessary under Cal Ed Code section 45401 and 45403 that a bilingual position be established, the lowest classification in the office made vacant after bargaining unit members have had the opportunity to promote shall be hired as “Bilingual required”. The intent of this section is to meet the district’s legal requirements under Cal Ed Code section 45401 and 45403 without impeding the promotional opportunities of bargaining unit employees.
- 8.5 Backfilling - The purpose of this section is to provided opportunities for employees to temporarily increase their number of hours of work, temporarily increase their wages and/or acquire experience in a different job assignment.
- 8.5.1 When the District determines to fill a position held by an employee who is temporarily absent from work for a period of time known by the District to last 30 working days or more, prior to seeking an outside applicant (substitute) the District shall post the temporary vacancy at all work sites for not less than six working days. During the posting period the District may fill the temporary vacancy at its discretion. The District shall select an existing District employee applicant to backfill if the Superintendent or his/her designee determines that the employee has a reasonable chance of succeeding in the position.
- 8.5.2 The following are exempt from the backfilling obligations described in 8.5 through 8.5.6 and may be filled at the District’s discretion: (a) any temporary vacancy created after the first backfilling of the initial temporary vacancy, and (b) absences anticipated to last less than 30 working days.
- 8.5.3 Selection Procedure - A bargaining unit employee requesting a backfilled position will be granted the position providing that the employee has received a satisfactory performance evaluation, and the transfer does not create a serious problem for the District and/or the employee such as, but not limited to:
- a. Interpersonal working relationships.
 - b. The District need for the employee in the present location.
- If two or more bargaining unit employees request a backfilled position, the employee who is best qualified shall be granted the position. If it is determined that two or more employees are equally qualified, the employee with the greatest seniority within the classification will be given the position requested.
- 8.5.4 For the purposes of this Section, employees accepting backfilling assignments will be considered substitute employees for the duration of

the assignment, and will receive the appropriate rate of pay for the position being filled, but will receive the benefits as normally prorated in the permanent position (if applicable). If the assignment involved more hours than the employee's regular position or service in a higher job class, the employee shall be compensated accordingly. Upon conclusion of the backfilling assignment, the employee shall be returned to his/her regular position, and shall receive seniority credit as if the service had been performed in his/her regular position. The employee will be able to use the experience in the backfilled position when applying for a permanent position in the same classification.

8.5.5 At the conclusion of the originally stated term of absence, the temporarily vacant position will be:

- a. Re-filled by the incumbent who had been absent.
- b. Extended by virtue of extenuating circumstances in which case the position may be again made available for backfilling if qualifying circumstances continue to exist.
- c. If the incumbent has left District employment, the position shall be declared vacant under Section 8.1.5 of this agreement.

8.5.6 At the conclusion of the backfilling assignment, the employee holding the backfilled position may be evaluated by the immediate supervisor.

8.6. Involuntary Transfer and Reassignment

8.6.1 Involuntary transfers and reassignments shall be made according to the needs of the District with no less than 5 days notice to the employee, whenever possible. An employee to be involuntarily transferred shall be entitled to a meeting with the Superintendent to discuss the transfer prior to the transfer being made.

8.7 Filling Vacancies – Selection Procedure

When an existing bargaining unit position becomes vacant or a new position is created, the District shall post notice of the job opening within ten (10) working days for at least five (5) days at each site during which time employees may apply for the position. This article does not preclude the District from advertising concurrently outside the District for these five (5) or more days. Any employee may apply for the vacancy by completing a District application or submitting a memo stating their interest to the District Office before the end of business on the advertised closing date.

8.7.1 After the recruitment period is closed, and more than one application is received, then all applicants meeting the minimum qualifications and having passed all required testing will be forwarded to the appropriate

District Administrator. The Administrator will organize a hiring committee if there is more than one application received. If there are more than 5 applications the hiring committee can screen the applications submitted and interview only 5 (or more if the committee agrees) of the most qualified individuals.

The hiring committee will consist of the District Administrator, a CSEA representative (designated by the CSEA president), a KUTA representative (designated by the KUTA president), a parent designated by the school Site Council president, and the Administrator may select 1 or 2 individuals with expertise in the classification or experienced co-worker.

- 8.7.2 During the interview a Qualifications Appraisal Rating Form will be completed by the hiring committee to rate each candidate using a point scale of one (1) to ten (10), ten being highest, in each of five categories: Education and /or Skills, Experience and Training, Ability to communicate Ideas, Personal Relations and Personal Attributes. An existing employee applying for a vacancy shall have an additional five (5) points added to their score, provided the employee is board approved in their current position and has a positive review after their 90 day evaluation.

The rating sheets shall be tallied at the end of all interviews and each committee member's ratings added together for a final score. The candidate receiving the highest score shall be considered the top candidate. The District Administrator will contact references provided in addition to the candidate's prior employer or supervisor.

The District Administrator will submit the top candidate and the results of the reference verification to the Superintendent for approval. Should a candidate have a negative reference or any other problem that is of such significance that it would hinder the individual's ability to fill the position successfully, the Superintendent may approve the consideration of the next candidate. The reference verification would then be completed and evaluated.

- 8.7.3 Should an existing employee be rated as the top candidate but is not approved by the Superintendent due to an existing problem, including inter-personal relations, the District Administrator and /or Superintendent will meet with said employee and explain the reason for the decision before awarding the vacancy to another candidate.

ARTICLE IX

PAY AND ALLOWANCES

- Beginning July 01, 2023 CSEA and the District agree to a 6.5% raise on Range A, Step 1 of the salary schedule, to start at \$17.15, with the rest of the salary schedule squared: 4.5% between all Ranges, and 3% between all Steps. *This provision applied to the 2023–2024 fiscal year and is retained for historical purposes only.*
- CSEA and the District agree to a three percent (3%) wage increase of Range A, Step 1 of the salary schedule, to start at \$18.56, with the rest of the salary schedule squared: 4.5% between all Ranges, and 3% between all Steps. The wage increases outlined shall become effective on the first day of the pay period following formal ratification and approval by the Kelseysville Unified School District Governing Board of Trustees.
- A One-time off-salary schedule payment in the amount of five-hundred dollars (\$500) shall be compensated for the 2025-2026 school year.

9.1 Regular Rate of Pay

- 9.1.1 The employees shall be paid according to the attached salary schedules (See Appendix A). The salary schedule shall list each job classification and the hourly salaries to be paid for each.
- 9.1.2 Initial placement on the salary schedule shall be based on the employees' related experience and training as evaluated by the Superintendent and Board.

9.2 Advancement

- 9.2.1 Unit members shall advance on the salary schedule upon completion of one full year's service with the effective date of such movement to be July 1st. Employees shall have served 66% of the work year for the year to count for salary advancement and longevity calculations
- 9.2.2 Unit members accepting a summer assignment in a classification not regularly employed during the September-June academic year, shall advance on the salary schedule after completion of each 3 consecutive year period in the same summer classification assignment.

9.3 Paychecks: All employees in the bargaining unit shall be paid once per month payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday. All regular paychecks of employees in the bargaining unit shall be itemized to include all deductions.

- 9.3.1 Summer Bucket Compensation Assistance: The District and CSEA agree that an employee may opt to have deducted from his/her monthly salary an amount determined by the employee and with the assistance of the District payroll department to equate to the missing paycheck(s) during the summer month(s).

The employee will be responsible for having or setting up his/her own savings account at a Financial Institution of his/her choosing. The District agrees to facilitate direct deposit to the savings account.

- 9.4 Payroll Errors: Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected and a supplemental check issued within five working days after the District's determination of error.
- 9.5 Lost Checks: Any paycheck for an employee in the bargaining unit which is lost after receipt or which is not delivered within five (5) days of mailing, if mailed, the District shall report such loss to the County on the day the District is notified by the employee and shall be replaced as soon as the County processes said check.
- 9.6 Mileage/Travel Expenses: Any employee in the bargaining unit approved to travel and incurs expenses such as mileage, meals, and lodging while on District business, shall be reimbursed for mileage while using his/her vehicle at the IRS approved mileage rate along with all other expenses per procedures contained in AR 3300. The mileage computation shall include mileage necessary to return to the employee's normal job site or home, whichever is closer, after the completion of District business.
- 9.7 Working Out of Classification During Normal Work Hours: If a bargaining unit employee is assigned work and works in a higher classification during his/her normal work hours for one hour or more for five consecutive workdays, or for the majority of the work day for any five workdays out of a fifteen-day work period, the wages of the employee shall be adjusted upward by 5% above his/her regular hourly pay for each hour the employee is assigned such duties. The 5% limitation shall not apply to persons working out of classification in the classification of Bus Driver.
- 9.8 Shift Differential: Contracted hours worked before 7 a.m. and after 5 p.m. shall be compensated at the rate equal to 5.0% of Range F, Step 1 on the salary schedule per hour. A change in work-shift lasting longer than 20 business days will constitute a change in "contracted" hours unless specifically waived by the employee in writing.
- 9.9 Longevity: Employees completing the following years of service in Kelseyville Unified School District shall receive additional pay per year as listed below:
- After 9 years – 6.8% of the employee's current range and step
 - After 14 years – 9.4% of the employee's current range and step
 - After 19 years – 12.6% of the employee's current range and step
 - After 24 years - 15.6% of the employee's current range and step
 - After 29 years - 18.6% of the employee's current range and step
 - After 34 years - 21.6% of the employee's current range and step

In calculating longevity payments, the longevity percentage will be based on the

employee's current wages range and step.

9.10 Loyalty Stipend for Bus Drivers in the Transportation Department:

- a. After the completion of 5 years of continuous service with Kelseyville Unified School District bus drivers in the classified unit will receive a loyalty bonus of \$2,500.00 paid out June of their completed 5th year.
- b. After the completion of 10 years of continuous service with Kelseyville Unified School District bus drivers in the classified unit will receive a one-time loyalty bonus of \$3,000.00 paid out in June of their completed 10th year.
- c. After the completion of 15 years of continuous service with Kelseyville Unified School District bus drivers in the classified unit shall receive a one-time loyalty bonus of \$3,500.00 paid out in June of their completed 15th year.
- d. After the completion of 20 years of continuous service with the Kelseyville Unified School District bus drivers in the classified unit shall receive a one-time loyalty bonus of \$4,000.00 paid out in June of their completed 20th year.
- e. After the completion of 25 years of continuous service with the Kelseyville Unified School District bus drivers in the classified unit shall receive a one-time loyalty bonus of \$5,000.00 paid out in June of their completed 25th year.

9.11 Pay Increases: The District shall make a lump sum payment of any agreed upon retroactive wage increase resulting from the agreement or any amendments thereto to current employees of the District as soon as feasible but not later than sixty days after execution of this agreement.

9.12 Promotion or Demotion Placement:

9.12.1 A bargaining unit employee receiving a promotion shall be moved to a step of the new class's range as determined by the Superintendent. Such placement will result in an increase in pay of no less than five percent.

9.12.2 In the event of an employee moving to a position in a lower classification their step placement will reflect their total years of continuous service within the district.

9.13 Special Skills Requirement

9.13.1 School bus drivers are required to have a valid Special Driving Certificate and to take refresher courses as often as necessary to keep credentials valid. The District shall pay for a physical every two years for medical certificate renewal.

9.13.2 All aides, clerk typists, secretaries, campus monitors and noon duty aides shall be trained and certified in CPR within twelve months of employment. The District shall provide training and issuance of

certificate or, with prior approval, reimbursement for the cost to the employee taking the course.

9.13.3 The District will provide bus drivers with compensation for mandatory class time necessary to renew bus drivers certificates when the training is outside of the bus driver's normal work schedule. The District will also provide all drivers with a reimbursement for the costs of renewing said license.

9.13.4 Employees in positions identified by the District to communicate daily with students or parents/guardians in a language other than English, shall receive an hourly stipend of \$0.75 per hour.

9.14 Professional Growth

The purpose of a Professional Growth Program is to improve the standard of the classified service and open professional advancement opportunities in District employment for unit members.

Eligibility for participation in the Professional Growth Program is open to all unit members.

9.14.1 Degree Stipend: Any employee holding an Associate's Degree will receive a three hundred dollar (\$300) stipend per year. Any employee holding a Bachelor's Degree will receive a six hundred dollar (\$600) stipend per year. It is the intention of this section to allow for the accumulated stipend of nine hundred dollars (\$900) for employees having an Associate's Degree and Bachelor's Degree. Coursework applying towards any degree must be from an accredited institution but need not be pre-approved to receive the degree stipend.

Continuing Education Stipend: Any employee who participates in continuing education training specific to the work they do with Kelseyville Unified School District which is not an already mandated training shall be recognized for their initiative in making themselves more valuable employees as follows:

Career Specific Certificate of Completion one hundred twenty-five (\$125) annually

Add on Training: One hundred twenty-five (\$125) annually each not to exceed \$500 total (i.e. Entry, Associate, Professional, and Expert)

Career Technical Education (CTE) Coursework 15-29 Units from an accredited school. One hundred twenty-five (\$125)

Career Technical Education (CTE) Coursework 30 or more Units, from an accredited school. Two hundred fifty (\$250)

9.14.2 Eligible employees must submit documentation (report cards, transcripts, certificates of completion or other acceptable documentation) to the District Office on or before the first working day of September in order to receive the professional growth stipend in that fiscal year. Employees must obtain prior approval from their supervisor and the district superintendent to receive the stipend. Additionally, the coursework shall be completed on the employee's own time and at their own expense. District paid coursework will not be accepted.

- 9.15 Substituting After Normal Work Hours: When a bargaining unit employee, in addition to working his/her regular position and hours, at the request of the administration substitutes for an employee who is temporarily absent from duty, the employee will be compensated for the substitute work as follows:
- (1) If substituting in a higher range classification, 5% over the substituting employee's regular hourly pay; or entry level of the higher range classification whichever is greater.
 - (2) If substituting in an equal range classification, the substituting employee's regular hourly pay.
 - (3) If substituting in a lower classification, step 1 plus 5%
- 9.16 Natural Disasters/National Emergencies: If it is deemed necessary for less than twelve-month employees to work through disasters/emergencies vacation time shall be incorporated in their regular pay and sick leave accrued as provided for in the CSEA bargaining unit agreement.

ARTICLE X

EMPLOYEE EXPENSES AND MATERIALS

- 10.1 Medical Examination: The District shall provide the full cost of any medical examination required as a condition of employment or continued employment. The Superintendent or designee may require a physician's examination of an employee at the District's expense at any time.
- 10.2 Uniforms: Uniforms shall be furnished to those employees required to wear them by the District. The uniforms are the property of the District, and therefore, must be returned to the District when replacements are needed or when an employee leaves the services of the District.
- Should the employment duties of an employee in the bargaining unit require use of any equipment or gear, including protective clothing, to ensure the safety of the employee or others as determined by the District, the District agrees to furnish such equipment, gear, or clothing or to reimburse the employee for the full cost of procuring such following prior District authorization.
- 10.3 Tools: The District shall provide specialized hand tools and power tools. If an employee is required to use his/her own tools, reimbursement shall be made in accordance with Section 10.4. An employee shall have his/her personal property, i.e., tools, inspected by a supervisor before they are used on the job.
- 10.4 Reimbursement for Damaged or Stolen Property: An employee may be reimbursed for items of personal property damaged or stolen in the line of duty without fault of the employee. The amount of the reimbursement shall be the actual value of the property or the cost to repair the property whichever is less. The value of the property shall be determined at the time the property is lost or stolen.
- In order to be eligible for reimbursement, written approval for the use of the property must have been given before the property is brought to the work location by the appropriate school administrator or supervisor. That administrator or supervisor shall maintain a listing of the personal property which the employee is using in his/her work.
- 10.5 Hold Harmless Clause: The District shall hold harmless from and protect classified employees as required by Education Code Section 35203.

ARTICLE XI

HEALTH AND WELFARE

- 11.1 a. The annual cap for District contribution to health benefits shall be no less than \$18,000 per year for full time unit members. Members who work less than full-time but work at least six (6) hours per day and a minimum of 180 workdays, per Article XI, shall have this amount prorated.
- b. The total District contribution for eligible bargaining unit members shall be equal to the total District contribution for health benefits for all non represented employees in the District, District Superintendent, and School Board members.
- c. Less than full time employees who have a share of cost of health and welfare benefits will have the annual amount due deducted in equal payments from their monthly paychecks.
- d. In the event that the district realizes an on-going cost reduction in health benefit premiums for classified employees; all money saved is to be used for the sole benefit of the classified unit such as the classified salary schedule. All decisions as to the allocation of funds to be decided upon by the CSEA chapter.
- 11.2 a. Any employee working 0.9 FTE or less (7.2 working hours per day) and who provides the District with written verification that they are; a) declining coverage because they have other coverage for themselves and/or their dependents, or, b) they are eligible for health & welfare benefits but work less than full-time and their share-of-cost would be a financial burden, may elect to receive cash in lieu of the benefit package. If an employee currently enrolled in cash in lieu elects to opt out, they may not reenroll. Layoff does not constitute "opt out". Employees currently enrolled in cash in lieu who work less than 6 hours per day and would not otherwise qualify may continue receiving cash in lieu through December 31, 2013. No employee shall enroll in cash in lieu after June 30, 2013.
- b. The cash in lieu of the health package will be based on the 1995-96 District contribution of \$5,412.72. This amount will be referred to as the "Base". The base shall not increase in subsequent years should the amount of the District contribution to the health package increase. If the cost of the health package or district contribution decreases the cash in lieu of benefits would decrease also. Any subsequent increase would be limited by the 1995-96 base.

c. The amount of the cash option will be was follows:

Year 1	70% of the Base
Year 2	75% of the Base
Year 3	80% of the Base
Year 4	85% of the Base
Year 5	90% of the Base

The increments above will be effective with July 1 of each year.

- 11.3 Employees shall be enrolled in the health benefit plan effective the first of the month following their date of hire. Additionally, employees shall be removed from benefits at the end of the month in which their last day of employment occurs.
- 11.4 Selection of the specific carrier, provider, administrator and claims agent shall be within the sole and exclusive discretion of the District. The District will notify CSEA prior to any change.
- 11.5 The District agrees to contract with the State of California for a program of disability insurance for all eligible bargaining unit employees, such program to be funded by employees through payroll deduction. The District will coordinate disability insurance basic benefits with the State of California. The District will pay accumulated sick leave, including additional sick leave (ref. Article 14.5) until depleted, so that when combined with the disability insurance the employee is eligible to draw disability insurance benefits, or portion thereof.
- 11.5.1 An employee receiving benefits under this provision shall immediately provide the District with copies of benefit information from the State of California to assist with coordination of benefits. The District shall assume upon receiving notice of application from the state of California that an employee is approved and receiving the maximum benefit until the employee provides the District with actual benefit information. Furthermore, the District will assume the benefits continue until the employee provides documentation that the disability benefits have been terminated.
- 11.6 The District will provide all employees with Reach CalStar Services.
- 11.7 Eligible Retiring Employee Benefits:
- 11.7.1 To be eligible, the retiree must be 55 years of age or older and completed a minimum of twenty years of continuous service to the District immediately prior to retirement. Separation from duty via layoff by the District shall not constitute a separation of service to the District.

- 11.7.2 For such retirees, the District will contribute twenty five percent of the sum being contributed for bargaining unit members in the current year toward the purchase of health and welfare benefits being provided in the current year, as such sum and benefits may be amended, modified, increased, eliminated or decreased from year to year. In order to be eligible, the retiree must pay the difference, if any, between the contribution and the full cost of the insurance hereunder in advance monthly payments to the District. It is understood that the benefit carriers may establish different premium rates for retirees, but no difference in rate shall be construed to require an increase in the District contribution.
- 11.7.3 When the retiree becomes eligible for Medicare or other public health benefits, the retiree must promptly and diligently apply for such benefits. The District's obligation to contribute shall be limited to a contribution not to exceed the sum specified above, until the retiree is eligible to receive Medicare parts A and B or other public assistance, whichever comes first.
- 11.7.4 The retiree may, following their eligibility for Medicare parts A and B, continue group coverage for retiree and/or spouse provided that the retiree pays all costs in advance monthly payments and provided the carrier of the District plan so allows.
- 11.7.5 Failure to pay all costs due from the retiree promptly may result, at the District's option, in the retiree being declared ineligible for any benefits hereunder.
- 11.7.6 It is understood that all benefits pursuant to this section shall terminate upon the death of the retiree.
- 11.8 Unit members, their dependents and/or their former dependents who lose benefit coverage under this Article shall be entitled to purchase the same programs as are available to other employees for the period prescribed in the Consolidated Omnibus Reconciliation Act (C.O.B.R.A.). The cost to individuals exercising this right shall be not more than 102% of the premium. The District shall be responsible for notifying all affected individuals of their rights under this Section and the C.O.B.R.A. amendments to the Public Health and Safety Code.

ARTICLE XII

HOLIDAYS

12.1 All unit members shall be entitled to the paid holidays as listed below provided the unit member is in paid status during the work day immediately preceding and the working day succeeding the holiday. Only employees working 12 months shall receive pay for the floating holiday in December.

12.2 HOLIDAY SCHEDULE

Jan. 1	New Years Day
Jan.	Martin Luther King, Jr. Day
Feb.	Lincoln's Day
Feb.	President's Day
May	Memorial Day
June 19	Juneteenth
July 4	Independence Day
Sept.	Labor Day
Nov. 11	Veterans Day
Nov.	Thanksgiving Day
Nov.	Day after Thanksgiving (In lieu of Admissions Day)
Dec. 24	Christmas Eve
Dec. 25	Christmas
Dec.	A floating holiday during the winter break to be mutually determined
Total	14 holidays

12.3 When a holiday herein listed falls on a Sunday, the following workday not a holiday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. When a unit member is required to work on any said holiday, he/she shall be paid compensation, or given compensatory time off, for such work, in addition to regular pay received for the holiday, at the rate of time and one-half the regular rate of pay.

12.4 Every day appointed by the President, or the Governor of the state, as provided for in subdivisions (b) and (c) of Section 37220 of the Education Code or its successor, for a public fast, thanksgiving or holiday, or any day declared a holiday under Section 1318 or 37222 of the Education Code or their successors for classified or certificated employees shall be granted as a holiday.

ARTICLE XIII

VACATIONS

- 13.1 During the following years of service, full-time bargaining unit employees are eligible for vacation days as listed:

Year 1-3	10 days
Year 4-5	15 days
Year 6	16 days
Year 7	17 days
Year 8	18 days
Year 9	19 days
Year 10	20 days
Year 15	23 days
Year 20	25 days

Vacation benefits are earned on a fiscal year basis and accrued monthly.

- 13.1.1 No vacation time may be utilized during the first six months of the unit member's probationary period.
- 13.1.2 All accrued vacation over ten days must be used by August 15 unless the unit member has written authorization from the Superintendent to carry over more than ten days into the next fiscal year. The unit member must request in writing to carry over accrued vacation leave of more than ten days beyond August 15, and state the reason(s) for the request.
- 13.1.3 The District shall pay a unit member for accrued vacation at the end of the year if it is not used or authorized by the Superintendent to be carried over.
- 13.2 Less than twelve-month employees shall have their vacation time incorporated in their regular pay and shall not take vacation leave during the school year.
- 13.3 Unit members shall request in writing at least three weeks in advance the use of five consecutive days or more of vacation time. Employees are encouraged to request vacation time of less than five days in duration as much in advance as is possible so that the necessary arrangements can be made in order to grant such request.
- 13.3.1 Every effort will be made to accommodate the employee's vacation request. Denial will not be unreasonable. In the event of conflict in proposed vacation times, seniority will prevail so long as requests are made timely.
- 13.4 Interruption of Vacation: If an employee while on vacation or just prior to vacation becomes ill and/or requires hospitalization and provides supporting information to that effect; or requires bereavement leave, the days may be charged to the appropriate leave and the vacation leave will be credited to the employee's account.

ARTICLE XIV

LEAVES OF ABSENCE

- 14.1 Bereavement Leave: Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall not exceed a period of five working days.

“Immediate family” is defined as mother, father, grandmother or grandfather, aunt, uncle, or a grandchild of the employee or the employee's spouse, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister-in-law, sister, niece and nephew, stepmother, stepfather, adopted and step children of the employee or any relative living in the immediate household of the employee, including a “reproductive loss event”.

For the purposes of this Article, a “reproductive loss event” includes miscarriage, unsuccessful assisted reproduction, failed adoption, failed surrogacy, or stillbirth.

An employee must have prior approval from the Superintendent or designee to use bereavement leave for the death of any person other than those defined as “immediate family.”

- 14.2 Jury Duty: Each employee shall be granted a leave of absence to appear as a witness in court other than a litigant, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the convenience or misconduct of the employee. The employee will be paid his regular salary, the amount received for jury duty or witness fees shall be relinquished to the Business Office within 90 days. If the fees are not relinquished within the 90 days, the jury fee will be deducted from the employee's pay on their next regular payroll.

14.2.1 Employees who are called for jury duty shall provide the District with verification of attendance.

14.2.2 Any employee required to report for jury duty will not be required to work their assigned shift.

- 14.3 Military Leave: An 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.

- 14.4 Sick Leave: Sick leave is the absence of an employee because of illness or injury or exposure to contagious disease.

14.4.1 A regular employee (probationary and permanent) shall earn paid sick leave at the rate of 14.36 days per year for full time employees. Employees working less than full time shall earn sick leave on the ratio their work year and/or work day bears to full time. Unused sick leave may be accumulated without limit.

- 14.4.2 At the beginning of each fiscal year, the sick leave credit of the employee shall be increased by the number of days of paid sick leave which he/she would normally earn in the ensuing fiscal year. An employee's sick leave credit shall be adjusted if a change of assignment alters that amount of sick leave earnable, per the preceding paragraph.
- 14.4.3 Sick leave may be taken at any time during the work year.
- 14.4.4 Pay for any hour(s) or day(s) of illness or injury need not be accrued before leave is taken, and such leave may be taken at any time during the employee's work year. Permanent employees may use unaccrued sick leave up to their annual entitlements. A new employee with probationary status shall not be eligible to take more than six days, or the proportionate amount to which he/she may be entitled under this section, until the first day of the calendar month after six months of active service with the District.
- 14.4.5 Pay for any day of sick leave shall be the same pay the employee would have received if he/she had worked that day.
- 14.4.6 The employee must notify the supervisor or designee of his/her absence prior to the beginning of the shift and when possible prior to the close of business the day preceding the absence.
- 14.4.7 Verification by medical doctor may be required by the supervisor for any absence for which sick leave is claimed provided the basis for such request shall be reasonable.
- 14.5 Additional Sick Leave: A regular classified employee who has exhausted all paid leave including personal illness or injury leave, will be granted supplemental sick leave for a period of no more than 100 days per year. The 100 days shall commence on the first day of the leave of absence and shall run concurrently with any other paid leave. While on supplemental sick leave, she/he shall be paid 50% of their regular salary as per Ed Code 45196. Provisions of this leave will be allowable under industrial accident and injury leave.
 - 14.5.1 After exhaustion of all paid leave, a permanent employee may be placed on an additional leave upon request and with the approval of the Board. The additional leave may be paid or unpaid and may be extended for any period not to exceed 18 months. If placed on unpaid leave, the employee shall not again become eligible for paid leave because of the commencement of a new fiscal year until he/she has rendered service. An employee shall not suffer a break in service when on an unpaid leave of absence.

14.6 Termination of Sick Leave: If, at the conclusion of all sick leave and additional leave, paid or unpaid, granted under this section, the employee is still unable to assume the duties of his/her position, he/she will be placed on a reemployment list for a period of 39 months in the same manner as if he/she were laid off for lack of work or lack of funds.

14.6.1 An employee who has been placed on a reemployment list, and who has been medically released for return to duty and fails to accept an appropriate assignment shall be dismissed.

14.7 Transfer of Sick Leave: Any employee of any school district or county superintendent of schools who has been employed for a period of one calendar year or more whose employment is terminated for reasons other than action initiated by the employer for cause and who subsequently accepts employment with this school district within one year of such termination of his/her former employment, shall have transferred with him/her to this District the total amount of earned leave of absence for illness or injury to which he/she is entitled under Section 45191. In any case where an employee was terminated as a result of action initiated by the employer for cause, such a transfer may be made if agreed to by the governing board of the District.

14.8 Use of Sick Leave for Reasons Not Related to Illness Or Injury Of The Employee: In any school year up to ten (10) days of leave of absence for illness or injury of the employee (see §§14.4-14.4.7, above) may be used by the employee for reasons of personal necessity, including any of the following:

14.8.1 Death of a member of the employee's immediate family when additional leave is required beyond Bereavement Leave as provided.

14.8.2 Accident, involving the employee's person or property or the person or property of a member of his/her immediate family.

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

14.8.4 An illness of a member of the employee's immediate family as defined under Bereavement Leave, sudden or serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard and which requires attention during his/her assigned hours of service.

Consistent with Labor Code §233, an employee may use in any calendar year accrued sick leave out of the allowance of sick leave for personal necessity to attend to an illness of a child, parent, or spouse of the employee. All conditions and restrictions placed by the District upon the use by an employee of sick leave shall also apply to the use by an employee of sick leave to attend to an illness of his/her child, parent, or spouse. If entitlement to the use of sick leave for reasons of personal necessity has, at the time of need under Labor Code §233, been reduced or eliminated through use of such leave for reasons other than attending

to the illness of the employee's child, parent, or spouse, employee may use up to six days of sick leave to attend to an illness of the employee's child, parent, or spouse and any remaining personal necessity leave shall first be used before regular (non-personal necessity reasons) sick leave is used.

- 14.8.5 The birth of a child making it necessary for an employee who is the father of the child to be absent from his position during his assigned hours of service. The birth or adoption of a child making it necessary for him/her to be absent from his/her position during his/her assigned time.
- 14.8.6 Imminent danger to the home of an employee, occasioned by a factor such as flood or fire, serious in nature which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during his/her assigned hours of service.
- 14.8.7 Personal necessity is not limited to reasons enumerated above. Unit members may use personal business leave to attend to personal business which cannot be attended to during non-work hours provided the unit member is granted permission to use this leave not less than one day in advance. Up to ten (10) personal necessity/business days may be used by employees with the following restrictions:
 - A. Any such days shall not be used for recreation to work for compensation elsewhere, to extend a District recognized holiday or break , or to engage in any concerted activity against the District.
- 14.8.8 For purposes of this section, "compelling personal importance or necessity" shall not include:
 - A. Pursuit of business, financial, or economic interests of the employee, except under extraordinary circumstances with the advance permission of and in the sole discretion of the Superintendent.
 - B. Vacation or other recreational pursuits.
- 14.8.9 Unit Members who request three (3) or more days in a row must complete the "Request for Leave of Personal Business Or Personal Necessity Classified" form. Unit members who request less than three (3) days in a row will not be required to submit such form.

14.9 Parental Leave SEC. 2. Section 45196.1. of the E.C. Effective 01/01/2017:

14.9.1 Leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

14.9.2 During each school year, a classified employee may use his or her sick leave for purposes of parental leave for a period of up to 12 workweeks.

14.9.3 When an employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of parental leave pursuant to Section 12945.2 of the Government Code, the employee shall be compensated at no less than 50 percent of the employee's regular salary for the remaining portion of the 12-workweek period of parental leave.

14.9.4 All of the following apply:

1. The 12-workweek period of parental leave shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave.
2. An employee shall not be provided more than one 12-workweek period for parental leave during any 12-month period.
3. Parental leave taken pursuant to this section shall run concurrently with parental leave taken pursuant to Section 12945.2 of the Government Code. The aggregate amount of parental leave taken pursuant to this section and Section 12945.2 of the Government Code shall not exceed 12 workweeks in a 12-month period.

14.9.5 This section shall be applicable whether or not the absence from duty is by reason of a leave of absence granted by the governing board of the employing school district.

14.9.6 Notwithstanding subdivision (a) of Section 12945.2 of the Government Code, a classified employee is not required to have 1,250 hours of service with the employer during the previous 12-month period in order to take parental leave pursuant to this section.

14.10 Family and Medical Leave Act (FMLA) 29 U.S.C. § 2601m et seq. and California Family Rights Act (CFRA) Government Code § 12945.2.

14.10.1 Allows eligible employees to take an unpaid leave up to 12 workweeks in a 12-month period based on a calendar year (January 1 – December 31) for their own serious health conditions, the placement of a child for adoption or foster care, the birth of a child and/or to care for a child, your own pregnancy-related disability, to care for the serious health condition of your child, domestic partner, spouse, parent, or for reasons related to a family member's military service.

- 14.10.2 To be eligible for this leave you must have been in service to the District at least 12-months and have worked a minimum of 1, 250 hours in the last 12-month period.
- 14.10.3 Sufficient certification to support your request for a leave must be provided in a timely manner. Employees shall give notice of leave to the District at least thirty days prior to the expected leave, if possible.
- 14.10.4 Your health benefits will be maintained during any period of FMLA/CFRA leave under the same conditions as if you continued to work. You must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment upon your return from FMLA/CFRA leave.
- 14.10.5 You have the option to use your sick, vacation, and/or other leave balances, provided you meet contract requirements. If you don't meet the requirement for taking paid leave, you remain entitled to take unpaid FMLA/CFRA leave.
- 14.10.6 This unpaid leave runs concurrently with all other paid leaves.

14.11 Paid Family Leave (PFL), SB 1661, 770

- 14.11.1 Paid Family Leave (PFL) provides benefits to individuals who lose wages when they need to take time off work to care for a seriously ill child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner, or to bond with a new child entering the family by birth, adoption, or foster care placement.
- 14.11.2 Paid Family Leave (PFL) is administered by the Employment Development Department's (EDD) State Disability Insurance (SDI) Insurance Branch which provides partial wage replacement benefits to eligible California workers.
- 14.11.3 No more than six weeks of PFL benefits may be paid within any 12-month period.
- 14.11.4 Applying for Benefits: Employees may file a claim via EDD for PFL benefits using [SDI Online www.edd.ca.gov/disability](http://www.edd.ca.gov/disability) or by ordering a paper claim form online at www.edd.ca.gov, or by calling 1-877-238-4373.

14.11.5 PFL Eligibility Requirements:

1. Via EDD claimants must have at least \$300 in wages that are subject to SDI contributions during the 12-month base period of a claim.
2. Via EDD for Bonding, supporting documentation is required i.e. proof of relationship. PFL is limited to the first year after birth, adoption, or foster care placement of a child.
3. A medical certificate is required when a PFL claim is to provide care for a seriously ill family member.
4. An individual who is entitled to leave under the Federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) must take PFL concurrently with leave taken under those acts.

14.11.6 An employee receiving benefits under this provision shall immediately provide the District with copies of benefit information from the State of California to assist with coordination of benefits. The District shall assume upon receiving notice of application from the state of California that an employee is approved and receiving the maximum benefit until the employee provides the District with actual benefit information. Furthermore, the District will assume the benefits continue until the employee provides documentation that the disability benefits have been terminated.

14.12 Child Care and Maternity Disability

- 14.12.1 Any female employee of the District who becomes pregnant shall be granted a leave of absence.
- 14.12.2 Application for a leave under this policy shall be made by the employee to the Superintendent or his or her designee with as much notice as possible. The application shall be accompanied by:
1. A statement from the attending physician indicating the final date the employee can work.
 2. A specific date upon which the employee desires to begin the leave of absence. However, upon request of the employee, the leave may begin earlier than the requested date.
 3. The date when the employee expects to be able to return to work.

- 14.12.3 Employees are entitled to use accumulated sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery.
- 14.12.4 Upon exhausting accumulated sick leave and additional sick leave, employees are entitled to unpaid leave for disability.
- 14.12.5 The Superintendent may grant an extension of maternity leave upon request.
- 14.12.6 Employees may be granted an unpaid leave to care for newborn or adopted child for up to one year. Applications for such leave shall be made to the Superintendent or designee.

14.13 Industrial Accident Leave

- 14.13.1 Employees having accidents or illnesses arising out of and in the course of employment are covered by Worker's Compensation insurance as outlined below.
- 14.13.2 Paid industrial accident leave shall not be for more than 60 working days in any one fiscal year for the same accident. Allowable leave shall not be accumulative from year to year. When an industrial accident or illness occurs at a time when the full 60 days will overlap into the next 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, for the same illness or injury.

Pursuant to authority contained in Education Code §45192, an employee must have served continuously 6 months as a classified employee of the District immediately preceding the industrial accident or illness in order to obtain the District benefit of paid industrial accident or illness leave described in this section 14.10.2.

- 14.13.3 Industrial accident or illness leave commences on the first day of absence and shall be reduced by one day for each day of authorized absence up to the maximum allowable amount.
- 14.13.4 When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave shall then be used; but if an employee is receiving Worker's Compensation, the person shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensating time, vacation or other available leave which when added to the Worker's Compensation award, shall provide for all full day's wage or salary.
- 14.13.5 During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off or

other available leave provided by law or the action of the governing board, the employee shall endorse to the District wage loss benefit checks received under the Worker's Compensation laws of this state. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.

- 14.13.6 After the expiration of all paid leave privileges, the appointing authority may place the employee on an industrial accident leave without pay.
- 14.13.7 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 person's position, the person shall, if not placed in another position, be placed on a reemployment list for a period of 39 months. When released by a doctor and the employee is available during the 39-month period, the person shall be employed in a vacant position in the class of the person'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 person shall be listed in accordance with appropriate seniority regulations.
- 14.13.8 An employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.
- 14.13.9 Appropriate assignment is defined as an assignment to the employee's former class, in his/her former status and time basis. Employees removed from a reemployment list under this section may appeal the removal to the Governing Board.
- 14.13.10 While an employee is on any paid leave resulting from an industrial accident or illness, the employee's salary paid by the District shall not, when added to a normal temporary disability allowance award without penalties granted the employee under State Worker's Compensation Insurance laws, exceed the employee's regular salary. A permanent employee's salary is computed on the basis of the number of hours and days in his/her basic daily assignment.
- 14.13.11 Final allowance for permanent industrial disability settlements shall not be subject to remittance to the District under this section.
- 14.13.12 An employee on industrial accident leave must obtain the approval of the Superintendent or the School Board in order to depart the State of California.

14.14 Leave of Absence Without Pay

- 14.14.1 Leave of absence without pay not to exceed one year may be granted to a permanent employee upon the written request of the employee to the Board and the Approval of the Board. The leave is subject to the following restrictions:
- 14.14.2 The granting of a leave of absence without pay not to exceed three months gives to the employee the right to return to his/her position at the expiration of his/her leave of absence provided he/she is physically and legally capable of performing the duties. The position may be filled only for the duration of the leave, and the employee so assigned must be reassigned upon completion of the leave. This leave shall not be deemed a break in service.
- 14.14.3 An employee may make a written request to the governing board to return to work prior to the expiration date of the leave. The governing board may approve or reject the request.
- 14.14.4 Failure to report for duty within five working days after a leave has been canceled or expires shall be considered abandonment of the position and the employee may be terminated by the District. The termination may be appealed to the District in the same manner as any other dismissal for cause. This provision is not applicable to military leave. The granting of a Leave of Absence without pay in excess of three months gives to the employee the right to return to a position in his/her former classification without a change in status.
- 14.14.5 If an employee cannot be placed in a vacant position in his/her class upon return from leave of absence, he/she shall have bumping and reemployment rights, in accordance with his/her seniority, in the same manner as if he/she had been laid off for lack of work or lack of funds on the date his/her leave expires.
- 14.14.6 Health benefits during unpaid leave will be continued at no cost to the employee if such unpaid leave does not exceed twenty workdays. Health benefits may be continued beyond the twenty workdays of unpaid leave if the employee pays the premiums. Employee will pay for premiums beginning on the twenty-first workday.
- 14.14.7 Except for emergency circumstances as determined by the Superintendent or designee, employees who have used all accumulated leave time must have prior approval from their Supervisor and Superintendent to use unpaid leave and must fill out the leave without pay request form and provide it to the Supervisor. Unexcused absences without prior approval from their Supervisor and Superintendent shall only be used when employee is ill or injured. Employees must provide

medical documentation for all unpaid absences due to illness or injury. Unpaid absences not previously approved from the employees Supervisor and Superintendent and/or for which medical documentation is not provided may result in disciplinary action.

14.15 Job Share

- 14.15.1 Currently employed permanent unit members may request a part time leave of absence without pay for a period of no less than six months in order to share a position with another permanent unit member.
- 14.15.2 Proposals for job sharing shall be submitted to the supervisor(s) for approval thirty working days preceding the proposed job share.
- 14.15.3 Proposals shall contain all pertinent information such as duration of the job sharing assignment, description of assignment/location, requesting employees qualifications, explanations of the proposals, and coordination between job sharers.
- 14.15.4 If approved, the supervisor(s) shall refer the proposal to the Superintendent and Board for consideration. All requests are subject to Board approval.
- 14.15.5 Persons sharing a contract must accept the responsibility of joint planning and communication and it is understood that the person sharing the position would not accrue rights to additional health benefits, but would maintain their current level of benefits.

14.16 Incentive for Reduced Absences

Effective August 1, 2025, employees who are absent three (3) days or fewer for any reason, excluding approved vacation time, shall be granted one (1) floating day at the conclusion of the school year. This floating day may be used during the following school year and shall expire at the end of that school year if not used.

ARTICLE XV

DISCIPLINE

15.1 Probationary Period

- a. Except as provided below, a new employee or a permanent employee appointed to a new position shall serve a probationary period of 130 days in paid status (excluding holidays) at which time she/he achieves permanent status if continued in employment in that position. For new employees, the Superintendent or designee may extend the probationary period to the maximum allowed by law if the Superintendent or designee determines the extension is necessary to more adequately evaluate the level of competence of the employee. The new employee shall be sent written notice of an extension of his/her probationary period.
- b. During the probationary period, a new employee may be released from employment in the position by the Superintendent or by the Board of Trustees upon the recommendation of the Superintendent. A probationary employee does not have notice and hearing rights such as those set forth below for permanent classified employees.
- c. When an employee has been promoted from a position in which he/she had permanent status but then has been released from the promotional appointment during the probationary period, the employee shall have the right to elect to displace the least senior employee in the lower classification if no vacancy exists in that class; if a vacancy exists, no displacement will occur and the employee shall be assigned to fill the vacancy. If the lower classification no longer exists, the employee will be placed on a 39-month reemployment list as though laid off from the lower classification.

15.2 Discipline of Permanent Classified Employees

STANDARDS AND DEFINITIONS

15.2.1 Discipline shall be imposed on permanent employees only for just cause.

15.2.2 Disciplinary action is any action which deprives any employee of any classification or incident of employment and includes but is not limited to termination, demotion, suspension, reduction in hours, transfer without the employee's voluntary written consent, reassignment without the employee's voluntary written consent, letters of reprimand and written warnings. Layoff actions under Education Code section 45298, including layoffs, reductions in hours or demotion (bumping) in lieu of layoff, are not disciplinary actions within the meaning of this Article.

- 15.2.3 No disciplinary action shall be taken against any permanent employee for any cause which arose prior to the employee's becoming permanent, or for any cause which arose more than two (2) years preceding the date of the filing of the notice of proposed disciplinary action.

15.3 Investigative Interviews

- 15.3.1 Employees shall be entitled to union representation during interviews with management which the employee reasonably believes may lead to discipline. Before conducting any such interview of the employee, the supervisor or manager conducting the interview shall inform the employee of his/her right to union representation at the interview.

15.4 Progressive Discipline

- 15.4.1 Progressive discipline shall be followed for all disciplinary actions. Progressive discipline is a series of fair, consistent and timely corrective steps to improve employee performance through direct, honest, and constructive communication. Progressive discipline requires that the Employer attempt to correct an employee's conduct or work performance at the lowest effective level, and that increasingly severe step are taken only when an employee fails to correct a problem after being given a reasonable opportunity to do so. Progressive discipline shall not be bypassed unless the serious nature of the offense warrants such action. Whether or not the nature of the offense was so serious as to require bypassing progressive discipline steps may be submitted to hearing.

15.5 Counseling and Disciplinary Actions Up To and Including a Letter of Reprimand

15.5.1 Verbal Counseling

Verbal counseling shall occur within ten (10) days of the date when the supervisor first has knowledge of the employee's alleged infraction.

15.5.2 Written Warning

Written warnings shall be given to the employee within ten (10) days of the date when the supervisor first has knowledge of the employee's alleged infraction which is the same or similar to previous verbal counseling. The written warning shall include a specific statement of the facts which form the basis of the warning and shall include the steps for improvement. The warning shall notify the employee that she/he has the right to file a written response within ten (10) days of receipt of the warning. The employee may file a written response within ten (10) days of receipt of the warning, which shall be attached to the written warning. Written warnings shall be placed

in the employee's personnel file.

15.5.3 Letter of Reprimand

A letter of reprimand shall be given to the employee within ten (10) days of the date when the supervisor first has knowledge of the employee's alleged infraction which is the same or similar to the previous written warning. The letter of reprimand shall include a specific statement of the facts which form the basis of the reprimand, as well as the policies, rules, or regulations alleged to have been violated. The letter of reprimand shall include a plan for improvement, and shall notify the employee that she/he has the right to file a written response within ten (10) days of receipt of the letter of reprimand. The employee shall sign the reprimand to acknowledge receipt only. The employee may file a written response to the letter of reprimand within ten (10) days of receipt of the letter of reprimand. Said written response shall be attached to the letter of reprimand and placed in the employee's personnel file.

15.5.4 Suspension without Pay

If the employee participated in conduct which is the same or similar to the conduct which resulted in a letter of reprimand, the employee may be subject to an unpaid suspension of no more than 5 work days at the Superintendent's discretion.

Prior to an unpaid suspension being implemented under this section, the employee shall be given the opportunity within three business days to meet with the Superintendent with his/her union representative to appeal the decision to suspend.

15.5.5 Causes

In addition to any causes provided for by statute or by policy or regulation of this District, each of the following constitutes cause for disciplinary action against a permanent classified employee.

- a. Falsifying or altering any information supplied to the school district, including but not limited to information supplied on application forms, employment records, or any other school District records.
- b. Incompetency.
- c. Inefficiency.
- d. Neglect of duty.

- e. Insubordination.
- f. Dishonesty.
- g. Drinking alcoholic beverages or using any controlled substance while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her.
- h. Possessing or being under the influence of any controlled substance (as defined in subdivision (a) or (b) of Education Code section 44940) at work or away from work, or furnishing such a controlled substance to an employee, a member of the public, or a minor.
- i. Conviction of a felony, conviction of any sex or narcotics offense made relevant by provisions of law or regulation, or conviction of any felony or misdemeanor involving moral turpitude or which is of such nature as to adversely affect the employee's ability to perform a duty or responsibility of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction for this purpose.
- j. Inexcusable absence without leave.
- k. Immoral conduct.
- l. Discourteous, offensive, or abusive treatment of the public, students, or other employees.
- m. Improper political activity.
- n. Release of personal information concerning any pupil who is not his/her child or ward to any person other than a teacher or administrator in the school which the pupil attends or in which the pupil is enrolling.
- o. Willful disobedience.
- p. Misuse of District property.
- q. Violation of District, Board, or departmental rule, policy, or procedure, or any provision in Title 5 of the California Code of Regulations.
- r. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.

- s. Refusal to take and subscribe any oath or affirmation which is required by law in connection with his/her employment. [See Article 20, Section 3 of the California Constitution]
- t. Refusal or failure to submit to an examination by a licensed physician when directed to do so in writing by the Superintendent or his/her designee.
- u. A physical or mental disability which precludes the employee from the proper performance of his/her duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law regulating the retirement of employees.
- v. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age against the public or other employees while acting in the capacity of a District employee.
- w. Unlawful retaliation against any other District officer or employee or member of the public who in good faith reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law or regulation occurring on the job or directly related thereto.
- x. For employees who drive a vehicle in the regular course of their employment:
 - (1) Failure to maintain a good personal or business driving record;
 - (2) Failure to satisfy the insurability requirements of the District's insurance carrier under the District's regular insurance policies. [The District's ability to obtain insurance for the employee under a high risk or any policy other than the regular insurance policies does not mitigate this failure.]
- y. Willful damage to public property, waste of public supplies or equipment, or carelessness with District property or funds.
- z. Any other failure of good behavior by the employee either during or outside of duty hours which is of such nature that it causes discredit to the District or his/her employment.

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

15.6 Initiation and Notification of Charges

The Superintendent or his/her designee may initiate disciplinary action as defined herein against a permanent classified employee.

In all cases involving disciplinary action, the person initiating the action shall first serve a written recommendation of proposed disciplinary action shall be served upon the employee either personally or by registered or certified mail, at the employee's last known address. The recommendation shall include:

- a. A statement of the nature of the proposed disciplinary action (suspension without pay, demotion, dismissal or other disciplinary action defined as such in law);
- b. A statement of the cause or causes for the proposed disciplinary action, as set forth in 15.3, above;
- c. A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the District is alleged, the rule, policy, or regulation violated shall be set forth in the recommendation;
- d. A statement of the employee's right to meet with the Superintendent or designee in order to provide reasons why the Superintendent or designee should not go forward with the proposed disciplinary action. The statement shall also inform the employee of his/her right to present such reasons in writing within five working days.

After the Superintendent or designee has provided the employee the opportunity to provide reasons why the proposed disciplinary action should not be taken, the Superintendent or designee may then decide to go forward with formal disciplinary action. The Superintendent or designee shall serve a written recommendation of disciplinary action upon the employee wither personally or by registered or certified mail, at the employee's last known address. The recommendation shall include:

- a. A statement of the nature of the disciplinary action (suspension without pay, demotion, dismissal or other disciplinary action defined as such in law);
- b. A statement of the cause or causes for the disciplinary action, as set forth in 15.3, above;
- c. A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the District is alleged, the rule, policy, or regulation violation shall be set forth in the recommendation;

- d. A statement of the employee's right to a hearing on the recommendation and the manner and time within which the request for hearing must be filed; and
- e. A card or paper, the signing and filing of which shall constitute a request for hearing.

15.7 Pre-Disciplinary Meeting Skelly Meeting

- A. The meeting shall take place no earlier than eight (8) days after the employee's receipt of the notice of proposed discipline. The employee shall be afforded a reasonable period of time during his/her working hours to meet with his/her CSEA representative to discuss and to prepare for said meeting. If the employee chooses to submit his/her response in writing without the necessity of a meeting, the employee's written response shall be due no earlier than eight (8) days after the employee's receipt of the notice of proposed discipline.
- B. The designated official conducting the meeting shall be a third party neutral or a management official designated by the Superintendent who was not involved in the events underlying the charges or in the investigation or the filing of the charges. The designated official shall be endowed by the District with the full authority to dismiss, reduce or uphold the charges as written. At the meeting, the designated official shall afford the employee the full opportunity to present any evidence or information in response to the charges. The employee shall be entitled to be represented by a representative of his/her own choosing, including legal counsel.
- C. Within ten (10) days of the meeting, the designated official shall file and serve on the employee and his/her representative a decision upholding, dismissing, or reducing the Superintendent's proposed discipline. In no event can the designated official impose a higher level of discipline than that in the notice of proposed discipline. A copy of the decision shall be delivered simultaneously to the designated CSEA representative.

15.8 Employment Status Pending Request for Hearing

- a. The Superintendent or his/her designee may place an employee on administrative leave with pay in all cases where a disciplinary action may be or has been recommended.
- b. If the Superintendent or his/her designee determines that a permanent classified employee should be dismissed and that his/her continuing in active duty status would present an unreasonable risk of harm to students, staff, or property while proceedings are pending, the Superintendent or designee may order the employee immediately suspended from duty without pay in conjunction with the recommendation of disciplinary action. This suspension order shall be in writing and shall state the reasons that the suspension is deemed necessary. The suspension order

shall be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after issuance.

Except in cases of emergency when the employee must be removed from the premises immediately, the Superintendent or designee shall give the employee written notice of the proposed recommendation of dismissal at least five calendar days before the effective date of any order of suspension issued in conjunction with a recommendation involving dismissal. This notice shall state that immediate suspension without pay is being considered in conjunction with the recommendation for dismissal, shall contain the reasons for the proposed dismissal and proposed immediate suspension without pay, shall provide materials upon which the proposed action is based, and shall inform the employee of the employee's right to respond to the Superintendent or designee orally or in writing before the final recommendation and order are issued and the time within which any response by the employee must be made.

In an emergency referred to above where the employee is immediately removed from the premises without pay, the process described above shall be initiated within 48 hours after removal of the employee from the premises.

15.9 Right to Hearing

- a. Within five calendar days after receiving a recommendation of disciplinary action described above, the employee may request a hearing by signing and filing the card or paper included with the recommendation. Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient request for hearing. A request for hearing is filed only by delivering the request to the office of the Superintendent or designee during normal work hours of that office. A request for hearing may be mailed to the office of the Superintendent or designee but must be received or postmarked no later than the time limit stated herein. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any request for hearing on the recommendation of dismissal shall also constitute a request for hearing on the suspension order, and the necessity of the order shall be an issue in the hearing.
- b. If the employee fails to file a request for hearing within the time specified in these rules, he/she shall be deemed to have waived his/her right to a hearing, and the Superintendent or designee may order the recommended disciplinary action into effect immediately.

15.10 Amended/Supplemental Charges

At any time before an employee's case is finally submitted to the Board or to a hearing officer for decision, the complainant may, with the consent of the Board

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

15.11 Hearing Procedures

- a. Unless otherwise prohibited by law, if the employee has filed a timely request for hearing, the Superintendent or designee shall set the hearing date and provide the employee with at least five calendar days' prior notice of the time and place of the hearing. The employee shall be entitled to be represented by counsel or another representative at the hearing and shall also be entitled to a public hearing if he/she demands it when the Board is holding the evidentiary hearing. The complainant may also be represented by counsel or another representative. The procedure entitled "Administrative Adjudication" commencing with Government Code 11500 shall not apply to any such hearing before the Board or a hearing officer. Neither the Board nor a hearing officer shall be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the Board.
- b. All hearings shall be heard either by a hearing officer (who shall be an attorney licensed in the State of California) mutually agreed upon by the District and the Association (or by the employee if the employee chooses not to be represented by the Association) or the Board of Trustees at the discretion of the employee as indicated in the request for hearing. The hearing officer shall be chosen from a panel of 3 names supplied to the District by the State Mediation and Conciliation Service. Costs of the hearing officer will be shared equally by CSEA and the District. In any case in which the Board hears the matter, the Board may use the services of its counsel or a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law. If the matter is heard by the Board, the Board shall affirm, modify, or revoke the recommended disciplinary action and shall affirm, modify, or revoke any order of suspension without pay issued in conjunction with a recommendation of dismissal.
- c. If a hearing officer holds the hearing, he/she shall prepare a proposed decision in a form that may be adopted by the Board as the decision in the case. A copy of the proposed decision shall be received and filed by the Board and furnished to each party within ten days after the proposed decision is filed by the Board. The Board may:
 - (1) Adopt the proposed decision in its entirety.

- (2) Reduce the disciplinary action set forth in the proposed decision and adopt the balance of the proposed decision.
 - (3) Reject a proposed reduction in disciplinary action, approve the disciplinary action sought by the complainant or any lesser penalty, and adopt the balance of the proposed decision.
 - (4) Reject the proposed decision in its entirety.
- d. If the Board rejects the proposed decision in its entirety, each party shall be notified of such action and the Board may decide the case upon the record including the transcript, with or without the taking of additional evidence, or may refer the case to the same or another hearing officer to take additional evidence. If the case is so assigned to a hearing officer, he/she shall prepare a proposed decision, as provided in item “c” above, upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of this proposed decision shall be furnished to each party within ten days after the proposed decision is filed by the Board.
 - e. In arriving at a decision or a proposed decision on the propriety of the proposed disciplinary action, the Board or the hearing officer may consider the records of any prior disciplinary action proceedings against the employee in which disciplinary action was ultimately sustained and any records that were introduced into evidence at the hearing.
 - f. The Board of Trustees shall not impose discipline more severe than the discipline recommended by the Superintendent or his/her designee in the recommendation for disciplinary action.

15.12 Hearing Decision

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

The decision of the Board shall be delivered to the Superintendent or designee who recommended the personnel action, and he/she shall enforce and follow this decision. A copy of the decision shall be delivered to the employee or his/her designated representative personally or by certified mail. The decision of the Board shall be final, and pursuant to Education Code §45113 the Board of Trustees’ determination of the sufficiency of the cause for disciplinary action shall be conclusive.

15.13 Compulsory Dismissal

The District shall not employ or retain in employment any person who has been convicted of any sex offense as defined in Education Code 44010 or any

controlled substance offense as defined in Education Code 44011. However, the District may employ a person convicted of a controlled substance offense if the Board determines from the evidence it requires that the person has been rehabilitated for at least five years. If any such conviction is reversed and the person is acquitted of the offense in a new trial or the charges against the person are dismissed, the employee may be reemployed by the District, although reemployment is not a guarantee. (Education Code 45123)

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

15.14 Mandatory/Optional Leaves of Absence On Filing of Criminal Charges

- a. Whenever an employee is charged with a mandatory leave of absence offense, as defined in subdivision (a) of Education Code Section 44940, the Superintendent or his/her designee shall immediately place the employee upon a compulsory leave of absence for a period of time extending for not more than ten days after the date of entry of the judgment in the proceedings. Once the employee is placed on leave of absence, he/she is subject to the provisions of Education Code Section 44940.5.
- b. Whenever an employee is charged with an optional leave of absence offense, as defined in subdivision (b) of Education Code Section 44940, the Superintendent or his/her designee may immediately place the employee upon a compulsory leave of absence in accordance with the provisions of Education Code Section 44940.5.

ARTICLE XVI

PROCEDURES FOR GRIEVANCE

16.1 Purpose: To provide an orderly procedure for reviewing grievances promptly.

16.2 Definitions

16.2.1 Grievance: an allegation by a grievant or the union that the grievant or the bargaining unit has been adversely affected by a violation of a specific article, section or provision of this Agreement.

16.2.2 Grievant: Any member of the bargaining unit covered by terms of this Agreement.

16.2.3 Day: A day, for purposes of this article, is any day on which the central administrative office of the District is regularly open for business.

16.2.4 Immediate Supervisor: The first District designated supervisor not within the same bargaining unit who has immediate jurisdiction over the grievant.

16.3 Time Limits

16.3.1 A grievant who fails to comply with the established time limits at any step shall forfeit all rights to further application of this grievance procedure relative to the grievance in question.

16.3.2 District failure to respond within established time limits at any step entitles the grievant to proceed to the next step.

16.3.3 Time is of the essence in all processing of grievances.

16.3.4 Time limits may be waived by mutual written consent of the parties.

16.3.5 The grievance may be filed at a level other than the first level where appropriate. In such cases the employee shall file the grievance within 25 days of the time the employee knew or should have known of the occurrence of the alleged grievance.

16.4 Other Provisions

16.4.1 Nothing contained herein shall deny the grievant of his/her legal rights under state or federal constitutions or laws.

16.4.2 The grievant may be represented by a designee of Chapter 638 at any step of this grievance procedure.

16.4.3 Any grievance or alleged grievance which occurs during the period between the termination date of this agreement and the effective date of a new agreement shall be processed under this procedure.

16.5 Procedural Steps

16.5.1 Informal Conference: Except for situations in which the CSEA Chapter grieving as a collective unit and there is no singular “aggrieved party” prior to filing a formal written grievance, the employee shall attempt to settle the dispute by an informal conference with the immediate supervisor to discuss what the employee believes is a violation of the collective bargaining unit and/or California education Code. The employee may choose to have union representation at the time of this meeting. A follow up meeting shall be scheduled within five (5) days to allow the supervisor an opportunity to respond to the issue. Documentation of the meeting discussions and remedies will be prepared and signed by all parties within five (5) days. Copies of all documentation shall be submitted to the Superintendent.

16.5.2 Level I: If an acceptable remedy to the grievance is not found during the informal stage described in 16.5.1 then a formal written grievance may be filed by CSEA upon the same supervisor. Written, formal grievance must be submitted within twenty-five (25) days of the occurrence or twenty (20) days from the time the employee or CSEA knew or should have known of the occurrence of the grievable event. The written grievance shall include the following information:

- a. Employee name, school site or location in the District.
- b. Date of alleged grievance, date of informal conference, the name of immediate supervisor or designee, date of oral response.
- c. Date of filing of the formal grievance.
- d. The specific articles and sections alleged to have been violated.
- e. Employee's statement of the alleged violation and grievance, the factual contention, what occurred, providing full facts necessary to support the allegation.
- f. A statement of the full relief, remedy, action believed required to resolve the alleged grievance.

The immediate supervisor or designee shall respond in writing within ten days of receipt of the appeal.

16.5.3 Level II

- a. In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision, in writing, to the Superintendent.
- b. The appeal must be submitted within five days of receipt of the decision at Level I. The statement of appeal must include a copy of the original grievance, the decision rendered, and a clear, concise statement of the premise for the appeal.
- c. The Superintendent shall communicate his/her decision in writing within ten days after receiving the appeal.

16.5.4 Level III

- a. If the grievant is not satisfied with the decision at Level II, the grievant may within five days of the receipt of the decision, submit a request in writing to the Union for arbitration of the dispute. Within ten days of the grievant's receipt of the decision at Level III, the Union shall inform in writing the District of its intent as to whether or not the grievance will be arbitrated. The Union and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Conciliation Service supply a panel of five names of persons experienced in hearing grievances in public schools. Each party shall alternatively strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.
- b. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Union. All other expenses shall be borne by the party incurring them.
- c. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to the arbitrator. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issue by referring to the written grievance and the answers thereto at each step.
- d. After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties the findings of fact and the advisory award.
- e. The award of the arbitrator shall be advisory to the Board of Trustees.

16.5.5 Level IV

- a. In the event that either party wishes to appeal the advisory award to the Board of Trustees, such appeal must be made in writing within five days of the receipt of the award. Written notices of the appeal shall be sent by the appealing party to the other party at Level III.
- b. The Board of Trustees will review the advisory award and render a public decision within twenty days of receipt of the appeal of the advisory award.

ARTICLE XVII

SAFETY

17.1 Reports of Unsafe Conditions

Each employee shall report, in writing, any unsafe condition in his/her working environment to the immediate supervisor. The report should contain specific information regarding the condition and a suggested remedy. The supervisor shall initially respond to the report within 5 days.

17.1.1 If, upon investigation, the District determines that an unsafe condition exists, the District shall correct the situation.

17.1.2 If the employee feels that the unsafe condition still exists, he/she may request that the Safety Committee investigate and provide a recommendation to the Superintendent.

17.2 Safety Committee

The District will establish a Safety Committee. The Committee shall consist of the Director of Services, a site administrator and one representative each from CSEA and KUTA. The Committee may make recommendations to the District concerning improvement in health, safety, sanitation and working conditions.

ARTICLE XVIII

DISTRICT RIGHTS

- 18.1 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.

ARTICLE XIX

CONCERTED ACTIVITIES

- 19.1 It is agreed and understood that there will be no strike, work stoppage, slow-down 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 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.

It is further agreed and understood that the District shall not engage in a lockout against an employee during the life of the Agreement. A "lockout" is defined as a reduction by the District in the total number of workdays of employees as a result of a labor dispute with the union.

- 19.2 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 employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

ARTICLE XX

WORKING CONDITIONS

20.1 In-service Training Time

Mandated in-service training will be compensated as if it were regular hours of work.

20.1.1 CSEA shall have the right to conduct an orientation session for newly hired unit employees to inform them about CSEA, including but not limited to CSEA structure, activities, membership and the collective bargaining agreement.

The Orientation session shall be held on District property during the work day of the employee(s), who shall be on paid time and who shall be required to attend.

District will conduct one (1) new employee orientation meeting per month. The District will invite the CSEA Chapter President or designee and the Labor Relations Representative to attend and inform new employees about CSEA information.

20.2 Use of District Tools and Equipment

Employees shall not use District tools or equipment for private uses.

20.3 Problem Resolution

Upon written notification of a classified employee to his/her manager of unsafe working conditions and/or interpersonal conflicts between employees and/or with certificated staff that are of such a nature to cause distress to the employee at his/her workplace, the manager shall take all necessary measures to resolve the unsafe condition and/or conflict between employees within five working days.

20.4 Training for New and Existing Employees

The District and CSEA recognize the importance of providing quality training to support both newly hired and existing classified employees in being successful in their positions within Kelseyville Unified School District.

20.4.1 Training for New Employees

All new classified employees shall receive training that includes:

- Site/Departmental Training (covering site expectations and requirements).
- District-mandated training.
- Reasonable time, as determined by the supervisor, to observe or shadow another employee in the same classification prior to assuming full independent duties
At the time a position is posted, the District and site administration shall identify a classified employee in good standing within the same classification to serve as a trainer for

the new hire.

- Site administration shall notify the CSEA site representative of the selected trainer.
- Training and shadowing shall occur at the trainer's worksite.
- Trainers shall not be required to secure coverage or substitutes for their regular duties.
- Classified employees serving as trainers shall receive compensation at a rate of five percent (5%) above their regular hourly wage for the duration of training provided to each individual new employee.
- This provision shall not apply to the training of bus drivers.
- If no qualified employee is available to provide training (for example, in a singular position), the District may choose not to provide shadowing.

20.4.2 Training for Existing Employees

All existing classified employees who are approved for a transfer or promotion shall receive training that includes:

- Site/Departmental Training (covering site expectations and requirements)
- District-mandated training
- Reasonable time, as determined by the supervisor, to observe or shadow another employee in the same classification prior to assuming full independent duties

Upon transfer or promotion, the District and site administration shall identify a classified employee in good standing within the target classification to provide one-on-one training.

- Site administration shall notify the CSEA site representative of the selected trainer.
- Trainers shall receive compensation at a rate of five percent (5%) above their regular hourly wage for the duration of the training assignment.
- This provision shall not apply to the training of bus drivers.
- If no qualified employee is available to provide training, the District may choose not to provide shadowing.

ARTICLE XXI

LAYOFF/REHIRE

21.1 Definitions

21.1.1 Layoff: Layoff is defined as an involuntary separation from service with the District implemented under Education Code Section 45114.

21.1.2 Seniority: Seniority shall be determined by the employee's date of hire within the classification plus higher classifications. Date of hire shall be defined as the first day of paid service as a probationary employee within the classification. The first day of paid service means the first day the employee reports to work after being offered employment in a classified position by the Superintendent.

21.2 Equal Seniority: If two or more employees subject to layoff have equal classification seniority, the employee with the greater bargaining unit seniority shall be retained. If the bargaining unit seniority is equal, then the determination shall be by lot.

21.3 Notice of Layoff

21.3.1 CSEA shall be given fifteen calendar days advance notice of layoff of a permanent employee. After the fifteen days, the District shall give notice of layoff to the affected employees. Such notice of layoff shall be given to the employees no later than March 15, except under conditions as set forth in Sections 21.3.3 and 21.3.4. The notice must inform the employee of the effective date of the layoff. The notice must inform the employee of displacement rights, if any. The notice must inform the employee of reemployment rights. The notice must inform the employee of right to file Unemployment Insurance Claim. Procedures for layoff notice and right to hearing are set forth in Educational Code section 45117.

21.3.2 When a specially funded program is to expire at the end of a school year, then notice of layoff, because of expiration of the specially funded program, must be given 60 calendar days' notice, or otherwise 21.3.1 applies.

21.3.3 In the event of an actual existing financial inability to pay salaries, the notice requirement of 21.3.1 and 21.3.2 do not apply.

21.3.4 An employee may also be laid off without the notice set forth in 21.3.1 and 21.3.2 as a result of lack of work resulting from causes not foreseeable or preventable by the employer.

21.4 Displacement Rights: If in lieu of layoff, a senior employee has the right to bump into the least senior position (a vacant position is considered the "least senior

position”) in an equal or lower class in which the employee has previously served, the senior employee may elect to accept the layoff, instead of bumping.

21.5 Reemployment Rights

21.5.1 Persons laid off are eligible for reemployment to their previous position for a period of 39 months and shall be re-employed in preference to new applicants.

21.5.2 Persons laid off shall have the right to participate in promotional examinations within the district for a period of 39 months.

21.5.3 District employees who are laid off and placed on the 39-month rehire list have rights of rehire provided for in C.A. Ed. Code Section 45298 which provides that an employee shall be given preference over outside applicants to any position for which the employee meets the minimum qualifications of the job outlined in the Board Approved job description (Tucker v. Grossmont, 2008). Any employee rehired under these circumstances into a position title for which they have not previously held is required to come back as a probationary employee with the following exception: Employees coming into a position within the same department from which they were laid off from, and returning to a new position in a lower classification, for which they meet the minimum qualifications, should not be subjected to probationary release. In the event the employee was probationary prior to layoff they will resume probationary status following rehire. (they will pick up where they left off; example: if an employee had worked 80 days prior to lay off they would come back on probationary status for the remaining 50 day before becoming a permanent employee following the guidelines of this contract 15.1).

21.5.4 All employees on the 39 month rehire list will receive email notification of open positions posted externally. It is the responsibility of the employee to give the District a valid email address.

21.6 Demotions in Lieu of Layoff: Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority.

21.7 Retirement in Lieu of Layoff

21.7.1 Any employee eligible for retirement may elect to accept service retirement in lieu of layoff without loss of reemployment rights as provided in this Agreement, provided written notification is given to the employer of such election.

21.7.2 Notwithstanding any other provision of law, any person who was subject to being, or was in fact, laid off for lack of work or lack of funds and who elected service retirement from the Public Employees' Retirement System shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of the Public Employees' Retirement System of the fact that retirement was due to layoff for lack of work or of funds. If he/she is subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed his/her request for reinstatement from retirement.

21.8 Disputes: Employees may bring to the Superintendent's attention any objections to the seniority roster used for layoffs. Said objections are to be made to the Superintendent to allow the District time to review the list and, if necessary, correct any errors contained therein.

21.9 Improper Layoff: If it is determined that an employee has been improperly laid off, he/she shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits. Such reimbursement will be offset by any wages or benefits earned by the employee from a separate employer.

21.10 Final Pay: Vacation and compensatory time earned and unused at the time of layoff shall be computed and paid with the final pay warrant due the employee.

21.11 Seniority Upon Reemployment: Length of service earned within classification and higher classifications up to the effective date of layoff shall be reinstated to the employee who is subsequently reemployed within the statutory reemployment period.

21.12 Restoration of Sick Leave: Sick leave hours earned and unused at the time of layoff shall be restored to the employee upon reemployment within the legal reemployment period.

21.13 Step Placement Upon Reemployment: Laid off employees who are subsequently reemployed within 39 months shall be credited for all time served prior to layoff in the position and step from which they were laid off for the purposes of step placement and should be credited with one additional step on the salary schedule, if applicable upon reemployment.

21.14 The District agrees to meet its legal obligation to negotiate the effects of layoff.

ARTICLE XXII

SEVERABILITY

- 22.1 Savings Clause: 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.
- 22.2 Replacement for Severed Provisions: In the event of suspension or invalidation of any Article of this Agreement, the parties agree to meet and negotiate within thirty days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXIII

COMPLETION OF MEET AND NEGOTIATE

- 23.1 During the term of this Agreement, both parties expressly waive and relinquish the right to meet and negotiate and agree that neither party shall be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Union at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.
- 23.2 This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- 23.3 This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. In the absence of any specific provisions to the contrary, such rules, regulations or practices are discretionary with the District.
- 23.4 In order to promote a harmonious relationship as stated in the preamble of this agreement the parties agree to establish an Employee Employer Relations Committee (EERC) to provide a forum for improved communications, suggesting of ideas and for resolving problems.
- 23.5 The Employee Employer Relations Committee (EERC) shall be composed of members selected by CSEA, and members selected by the District. The EERC shall meet during business hours, and will meet at least once per month.

ARTICLE XXIV

DURATION

- 24.1 This contract shall have effect from the date of final ratification and shall remain in force until June 30, 2026. In the second and third years of the agreement's term, each party may reopen negotiations on wages, health and welfare benefits, and two additional articles of the party's choice.
- 24.1.1 Either party may bring an issue(s) to the interest based bargaining process during the life of the agreement.
- 24.2 This agreement may be changed by mutual agreement of the Association and the District.

ARTICLE XXV

CONTINGENCY LANGUAGE

25. If the revenue limit deficit factor is eliminated for any of the contract years covered by this agreement, there shall be an automatic reopener on health benefits for that contract year.

CSEA and the District agree to close negotiations for all items but one; the discipline policy, Article XV. The district reserves the option to continue negotiations for Article XV, Discipline in the 2023-24 fiscal year.

For the Association:

For Kelseyville Unified School District

Pat McGrath

Chairperson of the Negotiations Team

Nicki Thomas, E.d. D.

Superintendent

Date: 10/28/2025

Date: 10/28/2025

Jennifer Hittson

CSEA Labor Relations Representative

Date: 10/27/2025

Ratified by California School Employees Association Chapter 638 on November 13, 2025

Ratified by the Board of Trustees of Kelseyville Unified School District on 12/15/2025

Kelseyville Unified School District

CSEA Classified Salary Schedule

Effective on the first day of the pay period following formal ratification and approval by the KVUSD Governing Board of Trustees

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Courier/Office Clerk, Health Aide, Noon Duty Aide									
A	18.56	19.12	19.70	20.30	20.91	21.54	22.19	22.86	23.55
Food Service Assistant, Custodian Helper, Instructional Aide									
B	19.40	19.99	20.59	21.21	21.85	22.51	23.19	23.89	24.61
Custodian I, Special Needs Aide									
C	20.28	20.89	21.52	22.17	22.84	23.53	24.24	24.97	25.72
Cook									
D	21.20	21.84	22.50	23.18	23.88	24.60	25.34	26.11	26.90
Library Clerk, Secretary I, Bilingual Liaison, Head Custodian, Attendance Liaison									
E	22.16	22.83	23.52	24.23	24.96	25.71	26.49	27.29	28.11
Bus Driver, Special Education Bus Driver, Maintenance/Groundsperson, Mechanic I, Campus Monitor, Cafeteria Coordinator/Head Cook									
F	23.16	23.86	24.58	25.32	26.08	26.87	27.68	28.52	29.38
Secretary II									
G	24.21	24.94	25.69	26.47	27.27	28.09	28.94	29.81	30.71
Language Role Model, Interpretative Aide									
H	25.30	26.06	26.85	27.66	28.49	29.35	30.24	31.15	32.09
Licensed Assistive Nurse, Mechanic II, Skilled Maintenance									
I	26.44	27.24	28.06	28.91	29.78	30.68	31.61	32.56	33.54
Special Education Services Secretary, Technology Systems Analyst I									
J	27.63	28.46	29.32	30.20	31.11	32.05	33.02	34.02	35.05
Special Education Services Secretary, Technology Systems Analyst I									
K	28.88	29.75	30.65	31.57	32.52	33.50	34.51	35.55	36.62

- Ranges A-K Squared: 4.5% between Ranges, and 3% between Steps.

- Longevity- Those employees who complete the following years of service to the District shall receive the applicable percentage of their current range and step, added to the salary schedule; nine (9) years= 6.8%, fourteen (14)= 9.4%, and nineteen (19) years= 12.6%, twenty four (24) years= 15.6%, **twenty nine (29) years= 18.6%, and thirty four (34) years= 21.6%.**

- Shift Differential - Hours worked before 7:00 A.M. and after 5:00 P.M. shall be compensated at a rate equal to 5% per hour of Range B, Step 1 of the salary schedule (\$0.97).

Effective July 1, 2020 employees currently on Range K (A4) will remain in their current placement. Employees hired in the classifications of Special Ed Secretary and Technology Systems Analyst I after November 1, 2019 will be placed on Range J. When employees on range K leave the district's employment the range will be dissolved.

CSEA Graveyard Positions

This appendix is a historical list of bargaining unit positions with the range/starting rate of range at the time they were removed from the salary schedule. These positions are not currently in use by the District, but are still positions that are covered under the CBA for CSEA.

Name of Position	Range	Starting Salary	Year Position was Removed
Speech Aide	A	\$15.00	2022-23
Child Development Assistant	A	\$15.00	2022-23
Garden Aide	B	\$15.68	2022-23
Clerk Typist	B	\$15.68	2022-23
Computer Trainer	E	\$17.89	2022-23
Farm to School Coordinator	E	\$17.89	2022-23
Child Development Site Supervisor	E	\$17.89	2022-23
Maintenance operation & Transportation Coordinator	H	\$20.42	2022-23

An extra section break has been inserted above this paragraph. Do not delete this section break if you plan to add text after Appendix A. Deleting this break will cause Appendix A headers and footers to appear on any pages following the Appendix A.