

MASTER AGREEMENT
OROVILLE CITY ELEMENTARY SCHOOL DISTRICT OFFICE
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER # 618

Oroville City Elementary School District Office
2795 Yard Street
Oroville, CA 95966
(530) 532-3000

2021-2024

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AGREEMENT

This Agreement is made and entered into by Oroville City Elementary School District employer, hereinafter referred to as the “District,” and California School Employees Association Chapter # 618 hereinafter referred to as the “Association.”

ARTICLE I

RECOGNITION

The District hereby recognizes California School Employees Association, and its Chapter #618, as the exclusive bargaining representative for all part-time and full-time, classified employees, including all unit members providing service at year-round school sites, excluding certificated, management, supervisory, and confidential, as designated by the Board of Education. Any new or disputed classifications may be referred to PERB by either party for a determination regarding placement in the bargaining unit.

ARTICLE II

ORGANIZATIONAL SECURITY

It is the expressed intention of the parties that the provisions of this Article respectfully balance the rights of individual employees as referenced in Government Code Section 3543, and the right of parties to enter into an “organizational security” agreement pursuant to Government Code Section 3540.1 (i) (2).

1. Membership and Dues Deduction

Revised
3/28/19

- A. District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join). District shall provide a jointly-agreed letter to new hires and anyone asking about *Janus v. American Federation of State, County, and Municipal Employees, Council 31, et. al., 585 US_(2018)*, expressing District’s desire to work cooperatively with CSEA due to its professionalism and strong support for increased school funding. District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause. This agreement shall satisfy District’s duty to bargain effects of *Janus* decision.
- B. The District shall not interfere with the terms of any agreement between CSEA and the District’s employee with regard to that employee’s membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The district need not keep track of this period which shall be tracked by CSEA within its membership database.
- C. CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

2. Dues Deduction

- A. The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.

- B. The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.
- C. The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.
- D. There shall be no charge by the employer to CSEA for regular membership dues deductions.

3. **Membership Information**

- A. The District will take steps to safeguard the privacy of CSEA members' personal information.
- B. The District shall share with CSEA all CSEA-related Public Records Act request.

4. **Hold Harmless Provision**

- A. CSEA agrees to reimburse the District, its officers and agents for all legal fees and legal costs incurred after notice to CSEA in defending against any court or administrative action challenging legality of the organizational security provision of this agreement or the implementation thereof.
- B. CSEA agrees to reimburse the District, its officers and agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organizational security provisions of this agreement or the implementation thereof, provided the District, or any other party claiming reimbursement, has complied with the terms of this Article and promptly notified CSEA of its awareness of such an action.
- C. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, or appealed.

ARTICLE III

RIGHTS AND ACTIVITIES

It is agreed and understood that the employees shall perform job functions and responsibilities during the term of this Agreement. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement.

The District shall furnish the Association, upon request, one (1) copy of the County and State Budgetary information and reports it produces as soon as the information becomes available.

The District will provide the Association with a Board agenda and minutes at least forty-eight (48) hours before a regular Board meeting.

The Association may use District facilities and equipment within the provisions of the law and administrative regulations for the duration of this Agreement.

The Chapter President or his/her designee at each site shall be provided 15 minutes to meet with the new employee during the first two weeks of work after Board approval. The Chapter President will request and the Site Administrator will schedule the time and location for this meeting to occur and notify the new employee and the Chapter President/designee. The Chapter President/designee and new employee will be released without loss of pay to attend this meeting. Revised
5/13/16

The District agrees to furnish a list of names and addresses, phone numbers, job title and worksites of classified employees represented by Chapter # 618, on December 1.

The District agrees to furnish a seniority list with job titles and hours of classified employees represented by Chapter # 618 on or before September 30. Effective October 1, 2007, the District will no longer use hours in paid status to determine seniority, but will use date of hire based upon the first date of regular employment in the unit member's classification or higher class. Revised
9/26/06

By August 1 of each School Year, unit members will be surveyed via posting to determine interest in providing intersession or substitute service (see Article XI-Section 4 (B)).

Upon appropriate written authorization from the member of the unit, the District shall deduct from the salary of any employee and make appropriate remittance for Association-sponsored programs, annuities, credit unions, charitable donations, or any other programs jointly approved by the District and the Association.

Distribution of Agreement: Within thirty (30) days after the execution of this Agreement, the District shall print or duplicate and provide without charge a copy of this Agreement to every employee in the bargaining unit. Any employee who becomes a member of the bargaining unit after the execution of this Agreement shall be provided a copy of this Agreement by the District without charge at the time of employment.

ARTICLE IV

DEFINITIONS

“Academic year” is the period when students are normally required to be in attendance.

“Class” is any group of positions sufficiently similar in duties, responsibilities and authority that the same job title, minimum qualifications and salary range are appropriate for all positions in a class.

“Day” is any day in which the District administration office is open for business.

“Grievance” is a formal written claim by a grievant that he/she has been affected by a violation, misapplication or misinterpretation of the specific provisions of this Agreement (excluding Article XIII, Discipline).

“Grievant” may be any member of the unit or California School Employees' Association, Chapter # 618.

“Industrial accident or illness” is any injury or illness arising out of or in the course of employment with the District.

“Job Profile” as defined in this Article shall mean assigned hours per day, days per week, and total days per year.

“Layoff” is an involuntary separation from District service due to lack of work or lack of funds.

“Payday” is the last day of the month when the District Office is open but in no case shall payday be later than the last day of the month.

“Permanent employee” is a regular employee who successfully completes an initial probationary period, which shall not exceed six (6) work months of service beyond the initial date of employment by the District.

“Probationary employee” is a regular employee who will become permanent upon completion of a prescribed probationary period.

“Promotion” is any change in classification which results in a higher classification.

“Restricted employee” is an employee hired pursuant to any local, state or federally-funded program which restricts employment to persons in low income groups, designated impoverished areas and any other criteria which restricts the privilege of all citizens to compete for employment under that program.

“Salary schedule” is a series of salary steps and ranges which comprise the rates of pay for all classes.

“Salary step” is one of the salary levels within the range of rates for a class.

“Seniority in class” is secured by hours in paid status in a class, excluding overtime, through September 30, 2007. Effective October 1, 2007, the new definition of “seniority” will be based upon a unit member’s hire date(s) as used in definitions in Article IV and XVI of the current agreement. The hire date will be based upon first date of regular employment in the unit member’s classification or higher class. The date of hire will not include dates of employment as a substitute or short-term employee unless the substitute service was in the same position for 195 days or more immediately preceding the eventual employment as a regular classified employee in a position within the District and within a one-year period of the substitute employment.

**Revised
9/26/06**

“Transfer” is a voluntary lateral movement of a bargaining unit employee within a classification, including transfers that provide an increase in hours.

“Vacancy” is a new or existing bargaining unit position which the District intends to fill.

“Working hours” is where all hours in paid status shall be considered working hours.

“Workyear/Employee Benefits”

1. Unit members who work a *traditional school calendar* consisting of ten (10) months of work shall be entitled to the following basic benefits: ten (10) days of sick leave per year; base of ten (10) days of vacation leave per year; and thirteen (13) days of paid holidays per year. The benefits shall all be prorated to the actual hours worked. Unit members who work a traditional school calendar will not be able to carry over vacation days into the next School Year. All unused vacation days will be paid off at the end of the year. Unused sick days will be carried over into future years, with no limit.
2. Unit members who work a *year-round calendar* and track on/off during the School Year with students shall be provided the same basic benefits as provided to the unit members who work a traditional school calendar consisting of ten (10) months of work. Therefore, the benefits stated in paragraph one above apply.

3. Unit members who work on a *modified year-round calendar (do not track on and off with the students)* shall be entitled to the following basic benefits: twelve (12) days of sick leave per year; base of twelve (12) days of vacation leave per year; and thirteen (13) or fourteen (14) days of paid holidays per year, depending upon whether the unit member works any portion of the workday immediately preceding or succeeding July 4. The benefits shall all be prorated to the actual hours worked. Unit members who work on a modified year-round calendar may carry over ten (10) days of vacation as of June 30 of each year, which shall be used solely in the next fiscal year. Unused sick days will be carried over into future years, with no limit.
4. Unit members who work on a *twelve-month calendar* shall be entitled to the following basic benefits: twelve (12) days of sick leave per year; base of twelve (12) days of vacation leave per year; and fourteen (14) days of paid holidays per year. The benefits shall all be prorated to the actual hours worked. Unit members who work a twelve-month calendar may carry over ten (10) days of vacation as of June 30 of each year, which shall be used solely in the next fiscal year. Unused sick days will be carried over into future years, with no limit.

ARTICLE V

HOURS AND OVERTIME

1. Hours

The length of the workday shall be designated by the District for each classified assignment upon the posting of any vacancy announcement.

- A. All employees working more than four hours in a position shall be entitled to receive an uninterrupted one-half (1/2) hour unpaid lunch period unless otherwise agreed.
- B. All full time employees (working six (6) or more hours per day) shall be entitled to two (2) fifteen minute District paid rest periods per day. Such time shall be mutually agreed upon between the employees and their immediate supervisor.
- C. All employees working three (3) or more hours, but less than six (6) hours, shall be entitled to one (1) fifteen minute District paid rest period. Such time shall be mutually agreed upon between the employees and their immediate supervisor.
- D. All employees working less than three (3) hours per day shall be entitled to a ten (10) minute District paid rest period per day. Such time shall be mutually agreed upon between the employees and their immediate supervisor.

2. Overtime

- A. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District. Overtime assignments shall be voluntary except in emergency situations.
- B. Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee for all assigned overtime work. Overtime is defined to include any assigned time worked in excess of eight (8) hours in a day, and/or forty (40) hours in a week, whether such

hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

- C. All assigned hours worked on Saturdays by bargaining unit employees shall be compensated at one and one-half (1 ½) times the regular rate of pay.
- D. Double Time:
All assigned hours worked in excess of twelve (12) hours in one day shall be known as “double-time” and shall be compensated at two (2) times the regular rate of pay. If the hours are worked on a Sunday or holiday, the greater rate of compensation at two and one-half (2 ½) times the regular rate of pay shall be paid for all hours worked.
- E. Sundays and Holidays:
All assigned hours worked on Sundays shall be compensated at two and one-half (2 ½) times the regular rate of pay. All hours worked on holidays designated by this agreement shall be compensated at one and one-half (1 ½) times the regular rate of pay in addition to the regular rate of pay received by the unit member for the holiday.
- F. Any employee of the bargaining unit required by the District to attend a workshop on their time off shall be paid at the overtime rate and mileage.
- G. Compensatory time shall be used with the prior approval of the unit member’s supervisor. The compensatory time off shall be scheduled at times requested by the unit members so far as possible within the District’s work requirements, as determined by the District.
- H. Employee requests for compensatory time off will be honored on a “first come, first serve” basis. If two (2) unit members at the same site or department want compensatory time off at the same period of time, the unit member with the longest seniority in the job classification will have the first right of selection.
- I. Compensatory time off forms will be sent to the director of personnel’s office after approval. The director of personnel will maintain an accounting of compensatory time earned for all unit members. The accounting shall include records of the amount of time earned, the date the compensatory time was earned, amount of compensatory time used, date when compensatory time was used, and a final accounting of compensatory time available to each unit member. All compensatory time earned in a School Year must be scheduled by June 15. All unused compensatory time not scheduled by June 15 to be used by June 30 will be paid to the unit member by July 15. Time earned after June 15 will be carried over to the following School Year.

Call Back Time

Any employee called back to work after completing his/her regular assignment shall be compensated for at least two (2) hours of work at the overtime rate, irrespective of the actual time less than that required to be worked.

Employees will be considered “on call” for the entire two-hour period of time.

**Revised
3/10/08**

Compensatory Time Off

Employees requested to return to evening programs and/or meetings shall be given compensatory time off at the appropriate rate of overtime computation. If employees are mandated to attend such programs and/or meetings, the employee shall have the option of receiving cash compensation in lieu of compensatory time off.

3. Staff Development/Student Release Days

Any day during the academic year granted as a staff development/student release day, staff institute, or teacher-parent conference day is by whatever name, or for whatever purpose, a regular workday for classified employees.

4. Assignments

Classified employees shall be assigned to various duties by their immediate supervisor upon approval of the Superintendent.

A. Extended School Year (ESY)

- 1) Human resources department will create a rotation list for assigning ESY assignments. This list shall remain in effect from year to year and the instructional assistant, special education I and II's on the list as the end of one year will be in the same position on the list as the beginning of the next year.
- 2) Effective July 1, 2018, the most senior instructional assistants within each classification will be offered the first assignments of the extended school year. Assignments thereafter will rotate on the list in seniority order from this point forward.
- 3) Once an assignment is offered to an instructional assistant, special education their name will rotate to the bottom of the list whether the instructional assistant accepts or rejects the assignment.
- 4) If an instructional assistant, special education I or II would like to be removed from the ESY rotation list, then they will need to inform the District human resources department. Subsequently, if an instructional assistant I or II would like to be reinstated to the ESY rotation list they will need to inform the District human resources department and they will be placed at the bottom of the rotation list.

5. Shift Change

- A. Any shift change requires the approval of the superintendent or his/her designee. The District shall provide an employee and the CSEA President with five (5) working days notice prior to a shift change. Changes of less than two (2) hours will be made at the discretion of the District.
- B. Whenever a shift will be changed by two (2) hours or more, the District will notify employees within the classification and with the same number of hours to determine whether existing employees are interested in the newly modified shift. Interested employees must notify the District within two (2) days of receipt of the notice of shift change.

**Revised
1/20/09**

If other employees are interested in the modified shift, the District will determine whether to exchange positions based on consideration of (a) seniority, (b) employee evaluations, (c) best interests of the District.

- C. Temporary shift changes shall not be used to avoid overtime for work to be performed on a single day.
- D. The parties agree that there exists an acceptable past practice of shift changes during the traditional summer, winter, and spring recesses.

6. **Increases in Assigned Time**

The District may increase the assigned hours of incumbents by a maximum of two (2) hours per day so long as it does not violate the rights of unit members on layoff or reduction in hours status.

7. **Flexible Work Schedules**

- A. As of September 13, 1995, CSEA and the District agree that flexible schedules will not be encouraged for future employees or current employees who make such requests in the future. However, current classified employees who have been hired on a flexible schedule will be allowed to continue with their flexible schedules.
- B. All classified employees who are working flexible schedules will be paid at the end of the work month, as are classified employees on a regular daily schedule. However, the flexible scheduled employees will be required to complete a timesheet to be turned in at the end of the month to validate time worked.
- C. All flexible scheduled classified employees will receive at the beginning of each School Year the yearly allocation of vacation and sick leave, in the same manner as regularly scheduled employees. As hours are taken, the actual hours taken will be deducted from the sick leave and vacation leave allotments.
- D. It will be the responsibility of the supervisor to make certain that a classified employee on a flexible schedule works the total number of hours, as required, for each week. In weeks when there is a holiday, or school is recessed, the supervisor will be required to create, with agreement by the employee, an alternate schedule which will account for all hours which need to be worked. The alternate schedule needs to be in writing and available to the employee prior to the week of the holiday.

8. **Mileage Reimbursement**

When an employee participates in training or is assigned work and it is necessary for him/her to travel to the training or work assignment, he/she shall receive mileage reimbursement at the District rate as follows:

- A. If it is a regular work day, he/she shall be reimbursed for roundtrip mileage from his/her work site and back.
- B. If it is a non-duty day, he shall be reimbursed from roundtrip mileage from his/her home and back.

ARTICLE VI

SALARIES AND FRINGE BENEFITS

The District agrees to the following salaries and fringe benefits for the duration of this Agreement:

I. Salaries

1. Members of the classified unit shall be placed on the appropriate step of the Classified Salary Schedule (see Appendices A & B)
 - A. A 5.07% increase shall be applied to the current classified salary schedule for the 2021-2022 school year, retroactive effective July 1, 2021. **Revised
4/30/19**
2. Members of the classified unit shall be placed on the appropriate step of the Classified Salary Schedule (see Appendices A & B).
 - A. 2.21% increase shall be applied to the current classified salary schedule for the 2018-2019 School Year, retroactive effective July 1, 2018. **Revised
4/30/19**
 - B. 1.2% increase will be placed on steps 17, 20, 25, 30 and 35, effective July 1, 2018.
 - C. Step 35 has been added to the salary schedule.
3. A 2.0% compensation increase shall be applied to the classified salary schedule for the 2016/17 school year retroactive to July 1, 2016. **Revised
5/18/17**
4. A 0.75% compensation increase shall be applied to the classified salary schedule for the 2017/18 school year, effective July 1, 2017.
5. A 1.0% one-time off the schedule payment, based on classified unit member's annual salary, will be given to all bargaining unit members on payroll as of October 1, 2017, to be paid no later than November 1, 2017.
6. A 1.34% increase to the classified salary schedule effective July 1, 2017 in lieu of a \$70 increase to the District's contribution for health and welfare benefits.
 - A. Effective March 1, 1998, all unit members who work after 9:30 p.m. on a regular assigned shift will receive a one range salary differential for such an assignment.
 - B. Effective July 1, 2005, the classified salary schedule will be modified to reflect an additional longevity step (Step VIII, longevity 14%) for employees beginning their (30th thirtieth (30th) year of service in the District. **Revised
9/12/05**
 - C. Effective March 1, 1998, the classified salary schedule (Appendix A) will be modified to reflect an additional longevity step (Step VII, longevity 12%) for employees beginning their twenty-fifth (25th) year of service in the District.
6. "Payday" shall be defined as the last day of the month when the District Office is open, but in no case shall payday be later than the last day of the month.

7. Schedule for the Issuance of Pay Warrants to Classified Employees Working a Traditional School Schedule:

The District will alter the pay warrant schedule beginning with the 2002-2003 School Year for unit members who are assigned to work in schools with a traditional school schedule (school begins in mid-August and recesses in June) to more fairly pay the unit members closer to the first work day of the year;

Unit members may select an eleven-month pay option or a twelve-month pay option. If the eleven-month pay option is selected, the unit member will receive eleven equal pay warrants, beginning with an August 31 pay warrant, and ending with a June 30 pay warrant. The eleven-month option does not include a July paycheck. If the unit member selects the twelve-month pay options, the member will receive twelve equal pay warrants, beginning with an August 31 pay warrant and ending with a July 31 pay warrant;

The change in schedule for the issuance of pay warrants shall be effective for the 2002-2003 School Year and will be first reflected in the August, 2002 issuance of pay warrants;

It is understood that the change in the schedule of pay warrants does not add to or delete from the pay granted to unit members. The annual pay will remain constant and be equal to the annual pay unit members would have received had the schedule not been changed.

8. The parties agree that a unit member re-employed by the District in the same job classification within one year after resignation shall be placed at their previous step on the salary schedule.
9. Part-time bargaining unit members shall be covered by the Social Security System.
10. Longevity increments are included in Appendix A- Classified Salary Schedule.
11. All classified employees who work 50% or more of the year will have an anniversary date, for longevity purposes, beginning on July 1. All classified employees who work less than 50% of the year will receive salary longevity increments beginning July 1 of the next fiscal year.
12. Any classified employee who serves in two (2) or more classifications concurrently shall receive the appropriate rate of pay for each District classifications.
13. The mail carrier shall be provided either a District vehicle or reimbursement at the applicable District mileage reimbursement rate.
14. Any unit member providing service at a year-round school site shall be compensated at their hourly rate of pay for such service.
15. **Compensation for Classified Employees serving at Shady Creek Outdoor Camp**
 - A. When the District assigns a classified employee to the Shady Creek Outdoor Camp, the employee shall work an eight hour day for all the days the camp is in session, Monday through Friday. The employee will receive the rate of pay associated with the classification they work in at Shady Creek, at their regular step.

Revised
2/16/16

- B. Classified employees assigned to Shady Creek shall be paid a \$75.00 per day stipend in addition to their regular pay as outlined in Section A above, for each overnight stay at the camp. This stipend is provided to compensate for the late night services which may need to be provided to campers and staff.
- C. Classified employees assigned to Shady Creek shall be paid the holiday rate of pay whenever the outdoor camping program operates on a recognized holiday, such as Veteran's Day.
- D. Classified employees will not begin work at Shady Creek Outdoor Camp until Monday morning, unless the needs of the camp require his/her early service on Sunday, as directed by the superintendent.

16. **Schedule for Periodic Reclassification Studies**

- A. **Study Periods:** The parties agree that a reclassification study shall be completed 2013/14 and every seven (7) years). Revised
10/11 &
11/17/05 &
1/16/14
- B. **Job Families:** There shall be four families of classifications studied during each seven year period; these job families are the Food Service, Maintenance/Operations/Transportation, Clerical/Secretarial and Instructional Assistant families. Appendix E contains a list of the classifications included in each family. The order of study during each seven (7) year study period shall be:

- 1st: Food Service
- 2nd: Maintenance/Operations/Transportation
- 3rd: Clerical/Secretarial
- 4th: Instructional Assistant

- C. **Time Frame for Family Studies:** The parties will study a job family beginning the first year of the Reclassification Study period and will make every reasonable attempt to complete the study during that first year. The second family will be studied once the study of the first family has been completed, or upon commencement of the second year of the study period, whichever comes first. However, implementation of family survey results will occur no more than once per year. Every reasonable effort will be made by the parties to complete the survey of all four families within four full years of the commencement of the study period. In no event shall seven full years pass without all four families being studied.

The study of each job family will include a salary survey and review/update of family job descriptions. The job description review and update will be accomplished using District staff and CSEA's Chapter leadership input in the updating process. This task will then be completed by the human resources department. The parties will then meet and negotiate over any changes proposed and all agreed upon changes will be subject to each party's internal approval process. After the 2013/14 study period, the parties agree to review the salary survey and job review/updating processes to determine if they worked efficiently and if modifications to either process are needed.

- D. **Comparable District Selection Criterion:** The parties agree that the following criterion factors will be utilized to select comparison Districts for each Reclassification Study period:
 - 1. Similarity of the demographics of the community served by each of the Districts as compared to the demographics served by Oroville City Elementary School District (OCESD). Demographics will be defined by Unduplicated Percentage of English

Learners, Low Income, and Foster Youth Students. The parties must agree upon the best source possible for these percentages. Sources include, but may not be limited to the State Department of Finance and the California Department of Education.

2. Similarity in Enrollment.
 3. Geography: Comparison Districts must be located in Northern California. For purposes of this section Northern California is defined as follows:
 - El Dorado, Sacramento, and Solano Counties to the South.
 - From the Coastal Range to East. Such Districts may start in the Coastal range but must extend East rather than West.
 - The Oregon border to the North.
 - The Nevada border to the East.
 4. Revenues based on Per Pupil Allocation. In 2013/14 the Per Pupil Allocation shall be based on the "Compromise Proposal" as outlined in the State's Department of Finance List of LCFF District Comparisons. Each cycle, the parties must agree upon the best source possible for these allocation amounts. Sources include, but may not be limited to the State Department of Finance and the California Department of Education.
 5. If at all possible, Elementary School District. The parties agree that there may be an occasion based on consideration of all four factors where the best fitting comparison District may be a Unified District.
- E. **Salary Comparisons:** The reclassification study shall compare all classifications in the Family and include a mean and median rate of pay for each classification, based upon the salary schedule for the latest year available for all comparison districts used, including Oroville City Elementary School District. The median shall use Oroville's salaries to establish a mid-point amongst the eleven districts. However, the mean will be calculated without including the pay rates for OCESD.
- In some years, the parties agree that there may not be eleven (11) comparable Districts and the parties may agree on a lesser number of Districts. If less Districts are utilized, the number of Districts must still be an odd number so a median may be determined.
- For some classifications, there may not be comparable classifications in all or some of the comparable Districts. In this case the parties agree that there must be at least four (4) other Districts to compare to besides OCESD. Again, the total number of Districts, including OCESD, must still be an odd number. If the minimum number of Districts cannot be obtained to compare a classification with, the parties agree to select the most common classification and use it as a benchmark. The benchmark will be used to determine if the classification without the minimum number of comparables is at, below or above the median.
- The reclassification study will compare salaries at minimum salary, Year 6, Year 17, Year 30, and at the maximum step for each classification. The study will identify the number of years an employee must work to reach the maximum step.
- F. **Determining Comparable Classifications to Compare:** The reclassification study will provide the comparable school districts with copies of all of the District job descriptions. The

comparable districts will then identify the job classification within the district which most closely matches our District's classification. This will be used for comparison purposes. Comparable districts will then return their job descriptions and salary schedules to OCESD for the completion of the study. The parties may alternatively gather all job descriptions broadly encompassed by each of the job families and jointly review them to determine closest match. The parties may also mutually agree on some other alternate form of determining closest job descriptions matches.

II. Fringe Benefits

1. The Agreement Concerning Health and Medical Benefits for 2015-2016

- A. The District will contribute \$870 per month per full-time equivalent unit member toward payment of the medical plans;

**Revised
4/22/15**

 - a. Effective July 1, 2016 the salary schedule was increased by 0.9% in lieu of a 50/50 split on the increased cost of benefits. A 50/50 split would have resulted in an increase to the District's contribution for benefits from \$870 to approximately \$915. The cost of the 0.9% salary increase is the same as the cost would have been to increase the District's contribution for health and welfare benefits.

**Revised
5/18/17**
 - b. Effective July 1, 2017 the salary schedule was increased by 1.34% rather than increasing the District's contribution for benefits by \$70 per month. The cost of the 1.34% salary increase is the same as the cost would have been to increase the District's contribution by \$70 per month.
 - B. Unit members will have the option of selecting a medical plan from the four plans offered by Butte Schools Self-Funded JPA for the 2015-2016 School Year;
 - C. The parties agree to maintain Delta Dental Plan 9 and Vision Services Plan 5, with the District paying full monthly premium for all full-time equivalent unit members;
- 2. Unit members may select a medical plan other than the Blue Cross- Silver Plan, thereby experiencing a savings from selecting less costly programs or incurring a personal cost for selecting a more costly program. Alternate selections may occur during the open enrollment period;
 - 3. CSEA shall encourage unit members to use mail order pharmaceuticals;
 - 4. The District and CSEA will educate unit members on the beneficial use of Internal Revenue Code, Section 125 Plans, which provide tax benefits for unit members who reimburse themselves for medical co-payments and deductibles out of a defined individual plan through American Fidelity Insurance.
 - 5. An open enrollment period, as defined by the Butte Schools Self-funded Insurance Joint Powers Agreement, will be provided each School Year.
 - 6. Employees who work six (6) hours a day, for ten (10) months shall be entitled to full payment of benefits. Employees who work more than four (4) hours a day but less than six (6) may elect to enroll in the District health program. The employee shall receive a pro-rata

**Revised
11/22/19**

payment of benefits that their yearly hours of duty assignment bears to six (6) hours and ten (10) months of service.

The above programs shall cover employee and eligible dependents. Employees who work twenty (20) hours a week or less shall not be entitled to medical benefit coverage.

7. Each part-time unit member hired after July 1984 that qualifies for District medical benefits, working more than four hours but less than six may choose one of the following:

A. Participate in the entire package by remitting to the District in pre-tax dollars the difference between the premiums and the pro-rata District contribution.

B. Waive participation in the dental and/or vision plans and have the District contribute the waived pro-rata amount to either the medical, dental or vision plans.

C. Part-time unit members who elect out of the District health program must presents evidence of medical health coverage by another major medical plan on an annual basis to the satisfaction of the superintendent or designee and may still participate in the vision and/or dental plans.

Revised
11/22/19

D. Current employees in District service as of July 1, 1984, shall not suffer loss of benefit coverage because of this sub-article.

E. Except for those employees eligible and selecting coverage under subsection A above, or those employees eligible under subsection D above, effective March 1, 2004, and thereafter, any part-time employee who is eligible to participate under this section (Article VI, Section II, (13)) who fails to elect a benefit under subsection B or C above shall not be eligible for a rebate of any premium benefit not utilized towards approved plan(s) as provided for in Article VI, Section II, paragraph 14 below. This section is effective from March 1, 2004 for any new employee or those returning from a reemployment list.

Revised
2/23/04

8. **FOR EMPLOYEES SELECTING LOWER COST HEALTH BENEFIT PACKAGES OTHER THAN BLUE CROSS SILVER HEALTH PLAN, DELTA DENTAL PLAN, AND VISION SERVICE PLAN B:**

Revised
2/23/04

Full time employees selecting lower cost health benefit packages pursuant to the opening paragraph in the current Article VI, Section II, number 8, or, part-time employees hired or re-employed before March 1, 2004 selecting lower cost health benefit packages pursuant to number 13 (A-E) above, will create a saving which must be applied as follows: To be eligible to receive savings from the selection of a lower cost health benefit package, shown as supplemental pay in the employee's paycheck, the savings must be placed in an Internal Revenue Code Section 125 Plan (I.R.S. 125 Plan) or tax sheltered annuity at the employee's request. Any other portion of an employee's salary may be placed in an I.R.S. 125 Plan and/or tax sheltered annuity. Selection of, and participation in, the I.R.S. 125 Plan and/or tax sheltered annuity are subject to all applicable federal and state laws. The provider of said plan must be mutually agreed upon by the District and CSEA Chapter # 618. If an employee does not make an election, the savings will revert to the District.

9. Employee contributions for health care premiums, at the employee's request, will be made with pre-tax dollars to the extent allowable by law.

10. Either party may re-open this section of the contract if any change in federal or state law affects the elements of the benefits package.

11. Retiree Fringe Benefits

- A. Current employees employed as of July 1, 1984, and who are eligible for retirement and District insurance coverage shall qualify for District medical insurance under the following terms and conditions, when they reach age 60, have served fifteen (15) years in the service of the District, and meet the following criteria:
- Employee is qualified for retirement and District insurance coverage and is in the process of receiving retirement benefits from the Public Employees Retirement System;
 - Is currently employed by the District at the time of retirement;
 - Subsequent to retirement from District service the employee does not become eligible for health coverage under other employment.
- B. Coverage of this program shall cease at sixty-five (65) years of age, and the employee shall be allowed to enter the group medical insurance coverage if he/she pays the existing premium rate.
- C. The District contribution for each retiree shall not exceed the dollar amount for District payment for premiums in the year in which he/she retires.
- D. Employees employed after July 1, 1984, shall be entitled to retirement insurance coverage on the pro-rata basis held at the time of retirement.

12. Dental Care Coverage

- A. The District agrees to increase the Delta Dental coverage for qualified CSEA unit members from the basic \$1,000 annual maximum (JPA Plan 1A) to the basic \$2,000 annual maximum benefit (JPA Plan 2A) effective May 1, 1999. This coverage is a composite benefit which applies to the unit member and all qualifying family members.
- B. CSEA agrees that the added cost per month for the enhanced benefit shall be deducted monthly from qualifying CSEA unit members pay warrants.
- C. The District and CSEA agree that if such dental coverage enhancements should at a later date be negotiated with other bargaining units or employee groups, with the District paying for the enhanced coverage, then the District shall treat CSEA unit members in a similar manner.

13. Vision Coverage

- A. The District shall provide the Vision Service Plan B, \$15 deductible, or successor coverage as mutually agreed upon by the District and CSEA

14. State Disability Insurance Benefits

- A. All classified unit members are eligible to participate in the State Disability Insurance Program. The cost of this program is to be paid by the employees themselves. Once eligible

for State Disability Insurance benefits, the employee will be able to coordinate the benefits derived under the Disability Insurance Program with those provided through the sick leave provisions of this School District. Coordination of benefits is dependent upon the employee requesting State Disability Insurance benefits to run concurrent with District sick leave provisions.

ARTICLE VII

LEAVES

Upon proper notification to the District, members of the unit shall be granted paid leaves as follows:

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 be for a period of three (3) days within the state; five (5) days if travel within the state one way exceeds 200 miles or if out-of-state travel is required. The immediate family is defined as the mother, father, grandmother, grandfather, aunt, uncle, grandchild, step child, or foster child of the employee, or of the spouse of the employee, and the spouse, son, son-in-law, brother, brother-in-law, sister, sister-in-law, daughter, or daughter-in-law of the employee of any relative living in the immediate household of the employee.

2. **Jury Duty**

An employee shall be entitled to leave without loss of pay for any time the employee is required to perform compulsory jury duty on a regular assigned workday. Any warrant received by the employee for such service shall be endorsed and remitted to the District office. Any allowance for mileage, meals and parking shall be returned to the employee and not considered in the amount received for jury duty.

3. **Leave of Absence for Illness or Injury**

An employee employed five (5) days a week by the District shall be granted one (1) day of paid sick leave for each monthly pay period that the employee is required to work. Sick leave is cumulative.

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

B. Any employee covered by this Agreement who does not complete a year of service may, at the termination of his/her service, be charged for days of sick leave taken which are in excess of one (1) day per month of service not covered by previous accumulation.

C. Pregnancy shall be treated as an illness for the purpose of sick leave.

D. Verification of illness from the employee's physician may be required at any time when deemed necessary by the District superintendent.

- E. Employees who have thirty (30) days of accumulated sick leave earned while in service to this District will be credited with one bonus day for use at the employee's discretion, with the supervisor's approval, in the following year provide that no sick leave was used by the employee during the year of service. Only employees on duty prior to January 1 of any given year will be eligible for this benefit. This sick leave accounting will occur annually on June 30. Such employees must also complete the leave usage report for the year by no later than September 30 of the following year to be eligible for this benefit. The District shall notify all employees who have met the eligibility requirements that they have earned the bonus day by no later than October 15, and a copy of the notice shall be provided to the Chapter President at the same time. Revised
11/12/08
- F. Extended Illness and Injury Leave: Bargaining unit employees shall be entitled to extended illness and injury leave for a period of five (5) months. After exhaustion of all other leaves, including industrial illness and absence leave, illness and injury leave, and vacation, the employee shall be paid the difference between his/her salary and the amount actually paid to a substitute employee employed to fill the position during his/her absence. The District will coordinate leave benefits with State Disability Insurance or Temporary Disability Indemnity benefits. Revised
5/12/17

All classified employees are to call the District phone message number to report any absence.

4. **Personal Necessity Leave**

In the event of a personal necessity, each unit member shall be granted paid leave of absence to attend events which are serious in nature, involve circumstances the employee cannot reasonably be expected to disregard, and require the attention of the unit member during the assigned hours of work, subject to the following conditions:

- Any days used as personal necessity leave shall be deducted from the employee's accumulated sick leave balance.
- The total number of days allowed in any one fiscal year shall not exceed seven (7) regular workdays. Personal necessity leave is not cumulative from year to year.
- The unit member shall use only that amount of time necessary to alleviate the emergency.

Events justifying personal necessity leave for an employee are as follows:

Prior Approval Not Required

- A. Death of a member of the unit member's immediate family.
- B. Illness of a unit member's immediate family.
- C. An accident involving the unit member's personal property, or the person or property of a unit member's immediate family.
- D. Appearance in court or before an administrative tribunal as a litigant, party, or witness under subpoena.

Prior Approval Required

- E. Personal necessity days may also be used for circumstances that meet **all of** the following criteria:
- 1.) Are of significant nature; **and,**
 - 2.) Which the unit member cannot be expected to disregard; **and,**

- 3.) Which necessitate the immediate attention of the unit member; **and,**
- 4.) Which cannot be accommodated during off-duty hours.

A significant family celebration or occurrence which meets the above criteria is permissible under this section.

- F. Three (3) days of personal necessity leave may be utilized at the unit member's discretion excluding personal employment or business, or days preceding or following a holiday or vacation. Revised
4/30/19

For the use of personal necessity under Sections "E" and "F" above, advanced approval to take personal necessity leave shall be obtained from the superintendent or director of personnel at least 24 hours before the absence. The superintendent may require proof as deemed necessary of the need for the use of personal necessity leave.

5. **Industrial Accident or Illness Leave**

Leave benefits shall not be applied until after six (6) consecutive months of employment.

Ten-month employees are allowed sixty (60) workdays in any one fiscal year for the same accident. Eleven-month employees are allowed sixty-five (65) workdays in any one fiscal year for the same accident. Twelve-month employees are allowed seventy (70) workdays in any one fiscal year for the same accident.

Allowable leave shall not be cumulative from year to year.

Industrial accident or illness leave shall commence on the first day of absence. Industrial accident or illness leave shall be reduced one day for each day of authorized absence regardless of a temporary disability indemnity award.

When the industrial accident or illness leave overlaps into the next fiscal year from the same illness or injury, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

When an employee is absent from his/her duties on account of industrial accident or illness, the District shall pay a portion of the salary due to the employee for any month in which the absence occurs. The District's payment added to the employee's temporary disability indemnity check under Division 4 or Division 4.5 of the Labor Code will result in a payment to the employee equal to but not more than the employee's full salary.

During any leave of absence due to industrial accident or illness, the employee will retain the temporary disability indemnity check received on account of his/her industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement, other authorized deductions and contributions, the temporary disability indemnity, if any actually paid to and retained by the employee for periods covered by such salary warrants.

The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under Education Code Section 45191. When entitlement to industrial accident or illness leave has been exhausted, entitlement or other sick leave will then be used; but if an employee is receiving workers'

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 workers' compensation award, provide for a full day's wage or salary.

Any employee receiving benefits as a result of these rules and regulations shall, during the period of injury or illness, remain in the State of California unless the governing board authorized travel outside of the state.

6. **Retraining and Study Leave**

A leave of absence for study/retraining may be granted to any member of the bargaining unit.

- A. Such leave of absence may be taken in separate six (6) month periods or in any other appropriate periods rather than for a continuous one (1) year period provided the separate periods of leave of absence shall be commenced and completed within a three (3) year period. Any period of service by the individual intervening between the authorized separate periods shall comprise a part of the service required for a subsequent leave of absence for study or retraining purposes.
- B. Study leave cannot be granted to an individual who has not served at least three (3) consecutive years preceding the granting of the leave.
- C. No more than one (1) study leave of absence shall be granted in each three (3) year period.
- D. No more than one (1) retraining leave of absence shall be granted in each three (3) year period.
- E. The District may prescribe standards of service which shall entitle the employee to the leave of absence.
- F. Any leave of absence granted under this policy shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing service to the granting of any subsequent leave under this type of leave, nor shall employee earn vacation pay, sick leave, holiday pay, or other benefits provided under this Agreement.

7. **Child Rearing Leave**

An employee who is the natural or adoptive parent of a child shall be entitled to an unpaid leave of absence for the purpose of rearing his/her child. Such leave shall be for a maximum period of three (3) months and shall be granted upon giving the District four (4) weeks notice prior to the anticipated date on which the leave is to commence.

7. **Pregnancy Leave**

Revised
1/19/17

The District shall provide for leave from duty for any unit member covered by the Agreement who is required to be absent from duties because of pregnancy, miscarriage, childbirth and recovery therefrom.

- A. The length of the absence, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and the unit members' physician.
- B. District health benefits remain as stated in the collective bargaining agreement while on this leave.
- C. The employer may recover the premium that the employer paid for the unit member if the following exists.
 - 1. The unit member fails to return from leave unless failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the control of the unit member.
- D. Pursuant to Education Code 45196, a unit member on medically certified pregnancy leave shall use any and all of the sick leave and vacation she has accumulated. Upon exhaustion of sick leave and vacation, she shall be entitled to Extended Illness and Injury Leave as provided in Section 3(F) of this Article. Revised
5/18/17
- E. Unit members may elect to use accumulated comp time during Pregnancy Leave.

7.2 Parental Leave

Revised
1/19/17

Unit members may elect to utilize 12 work weeks in any 12 month period of Parent Leave occasioned by the birth of the unit member's child, or the placement of a child with the unit member in connection with the adoption or foster care of the child as provided by the California Family Rights Act (CFRA) and Education Code 45196.1

- A. Sick leave including accrued sick leave shall be used. If a unit member exhausts her/his accumulated sick leave prior to expiration of the 12 work weeks of parental leave, he/she may choose to utilize any accumulated vacation. Upon exhaustion of sick leave, and upon exhaustion of vacation if he/she chooses to utilize it, he/she shall be entitled to differential pay as defined in Education Code for the balance of the 12 work week period. This leave is in addition to any other differential pay provided under preexisting statutes. Revised
5/18/17
 - 1. For birthing mothers, the 12 work weeks of Parental Leave shall commence at the conclusion of any pregnancy disability leave.
 - 2. For non-birthing parents, the 12 work weeks of Parental Leave shall commence on the birth of the child or on the placement of the child in the unit member's family
 - 3. If both parents are unit members of the district, they will have the option to split the 12 work weeks of Parental Leave in accordance with CFRA.
- B. The 12 work weeks do not need to be taken in one continuous period of time, but generally leave must be taken in two week increments although requests for leave of less than two week periods shall be granted on two occasions, and may be granted on other occasions.
- C. If a school year ends before the 12 work week period is exhausted, the unit member may take the balance of the 12 work weeks in the subsequent school year.
- D. Commencement of Leave

1. For birthing mothers, the 12 month period commences on the date of birth.
 2. For non-birthing parents, the 12 month period commences on the date of the birth or placement of the child
- E. Unit members may elect to use accumulated compensatory time during Parental Leave.
- F. District health benefits remain as stated in the collective bargaining agreement while on the leave.
- G. The employer may recover the premium that the employer paid for the unit member if the following exist.
1. The unit member fails to return from leave unless failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the control of the unit member.

8. **General Leave**

When no other leaves are available, a leave of absence may be granted to an employee on an unpaid basis at any time mutually agreed upon by the District and the employee.

9. **Catastrophic Leave**

The District agrees to allow the use of donated vacation hours from CSEA unit members to other CSEA unit members for use as vacation, due to catastrophic circumstances. "Catastrophic" is defined as violent acts of nature or man or an incapacitating long-term illness or injury which is certified by a medical practitioner. Requests for use of donated vacation must be submitted to the CSEA President. The CSEA President and CSEA Executive Board will make all decisions regarding such requests. The assistant superintendent-business services will serve as ex-officio member and liaison with the District.

Revised
11/3/04

The minimum required vacation donation is one donor day. The donations will be converted from hours to the dollar value equivalent, and then irrevocably credited to the donee's vacation accrual. The donated vacation time should be used before differential pay or if no differential pay exists, after all other leave is exhausted.

The chapter agrees to hold harmless the District from any loss or damage arising from the implementation of this provision.

The new definition of "catastrophic" is to be reviewed by the parties in 2006-2007.

Revised
11/3/04

10. **Assignment of Classified Substitute Employees**

- A. When adequate advance notice of absence is provided by a unit member to his/her supervisor, the following process will be followed:
- The unit member will provide the dates of expected absence and may request certain substitute(s);

- The supervisor will receive the request and determine the ability of the District to fulfill the request as presented. The substitute request will be honored by the supervisor unless a valid hardship or difficulty exists;
 - If hardship or difficulty is present or the substitute(s) is unavailable, the supervisor will discuss the situation with the unit member making the request prior to arranging for a substitute;
 - The final decision concerning a substitute will be made by the supervisor and discussed with the unit member.
- B. When adequate advance notice of absence is not provided, the supervisor or designee will decide how to fill the vacancy.
- C. Unit members must call the District to report absences.

ARTICLE VIII

HOLIDAYS

All employees in the bargaining unit shall be entitled to the following paid holidays as designated by the District adopted calendar provided they are in a paid status during any portion of the workday immediately preceding or succeeding the holiday:

2018-2021 School Year

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Thanksgiving Day Holiday

Christmas Eve Holiday

Christmas Day

New Year's Eve Holiday

New Year's Day

Martin Luther King, Jr. Birthday

Lincoln's Birthday

Washington's Birthday

Local Holiday (in lieu of Admissions Day)

Memorial Day

Every day appointed by the President or Governor of the State as a public fast, Thanksgiving or holiday, unless it is a special or limited holiday.

When a holiday falls on Saturday, the preceding workday not a holiday shall be deemed to be the holiday. When a holiday falls on a Sunday, the following workday not a holiday shall be deemed to be that holiday.

ARTICLE IX

VACATION PAY

Eligibility: Employees in the bargaining unit shall earn paid vacation under this Article. Vacation benefits are earned on a fiscal year basis – July 1 through June 30. The employee may be granted by the superintendent or designee vacation during the fiscal year even though not earned at the time the vacation is taken. The District agrees to the following vacation schedule for members of the bargaining unit:

| | |
|---------------------|--|
| 1 through 5 years | 1.00 days of vacation per month worked |
| 6 through 10 years | 1.25 days of vacation per month worked |
| 11 through 17 years | 1.50 days of vacation per month worked |
| 18 years and above | 1.75 days of vacation per month worked |

Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would receive had he/she been in a working status.

When an employee in the bargaining unit separates from service for any reason, he/she shall be entitled to all vacation pay earned up to the effective date of such separation.

Vacations are to be scheduled at times requested by bargaining unit employees so far as possible within the District's work requirements as determined by the District.

Year Round Schedules and Position Changes: All twelve month employees will be allowed to take vacation time as employee requests, for vacation will be honored annually on a first come, first serve basis. If two (2) employees at the same site want vacations at the same period of time, the employee with the longest seniority in the job classification will have the first right of selection.

Vacation Carryover

- A. Unit members who work on a twelve-month calendar or work on a modified twelve-month year-round calendar (do not track on and off with students) shall be permitted to carry over ten (10) days of vacation as of June 30 of each year, which shall be used solely in the next fiscal year. Any such carryover days not used for vacation purposes within twelve (12) months of June 30 shall be paid to the employee at the rate of pay of the employee in the year in which the vacation pay was earned.
- B. Unit members who work less than twelve months and unit members who work on a year-round calendar and track on/off during the School Year shall be paid for all unused vacations

days as of June 30 of each year unless a special request has been approved by District administration.

- C. Employees changing from a traditional to YRE workyear calendar may carry over ten (10) vacation days to the next year in the first year of their transition to the new calendar.

Vacation Pay-Outs

Effective July 1, 2014 employees who work less than twelve (12) months per year shall be paid for vacation not used under the following conditions:

1. January Pay-Out

- A. An employee may request and shall be paid for up to 80% of their annual vacation accrual in January of each year. The Business Office will prepare and distribute the Vacation Pay-Out Election form by the first week of December each year. Requests to be paid in this manner must be returned to the Business Office before commencement of the winter break.
- B. A written notification shall be given to any employee who has taken the January Vacation Pay-Out and who:
- Subsequently exhausts all vacation, compensatory time off, and fully paid leaves during the same year, and
 - Continues to have absences from his/her regularly assigned duties after such exhaustion of vacation, compensatory time off and fully paid leaves during the same year.

The written notification shall warn the employee of the consequences if this situation occurs again in the next year (as provided in Section C below).

- C. If the situation occurs again in the next fiscal year (2nd consecutive year), the employee's right to the Vacation Pay-Out in January shall be reduced for the next fiscal year only (3rd year) to the amount the employee has actually accumulated at the time of the employee's request. The employee will be notified in writing of this consequence by June 30th. Should this situation ever occur again, the January Vacation Pay-Out each year thereafter will be limited to the amount of vacation he/she has actually accumulated at the time of his/her request.

2. July Pay-Out

Revised
1/16/18

- A. Any unused vacation at the end of the employee's work year shall be paid out to the employee by no later than July 10th of the year unless a special request has been approved by the District Administration.

Year Round Schedules and Position Changes: All twelve month employees will be allowed to take vacation time as requested, provided that management can arrange for adequate substitutes. Vacation time can be used as an extension of the end-of-the-year shut down time at year-round schools.

ARTICLE X

PERFORMANCE EVALUATION

1. General

- A. The parties have agreed to an Evaluation Form which includes standards and procedures for employee evaluation and which is attached as Appendix C of this Agreement and incorporated by reference herein.
- B. A working month is defined as a month in which the employee is scheduled to be in a paid status for more than one-half (1/2) of the scheduled paid days. For example, July would not be a work month for an employee who is not actually scheduled to work in the month of July. November would be a work month for an employee scheduled to work in November, and who is in a paid status for at least one-half (1/2) of the work days and holidays.

2. Evaluation Schedule

- A. Probationary employees: Each probationary employee shall receive an evaluation by the end of their fourth working month of service.
- B. Permanent employees: Each permanent employee shall receive an evaluation at least once every two (2) years. An employee whose last evaluation was unsatisfactory may be evaluated at any time.
 - (1) Permanent employees whose first names begin with the letters 'A' through 'J' will be evaluated in odd numbered years (eg. 2019, 2021 etc.).
 - (2) Permanent employees whose first names begin with the letters 'K' through 'Z' will be evaluated in even numbered years (eg. 2018, 2020 etc.).
 - (3) During the year in which a permanent employee is scheduled to be evaluated, the evaluation may be given at any time during the school year prior to May 1.

3. Procedure

- A. The employee's evaluator shall prepare the evaluation on the evaluation form. An employee with both a designated and site supervisor will be evaluated by their designated supervisor with the collaboration of his/her site administrator.
- B. The evaluator shall not base any comment or rating, in any way, upon an employee's participation in CSEA activities.
- C. The evaluator shall discuss the evaluation with the employee. At the time of the evaluation meeting, the employee shall be given a copy of the evaluation, signed and dated by the evaluator.
 - (1) Within (10) working days the employee may request a follow-up meeting with the evaluator to further discuss the evaluation. Based upon this meeting, the evaluator may amend the evaluation.
- D. Following the initial evaluation meeting or the follow-up meeting if requested, the form shall be signed by the employee to indicate receipt.

- E. The employee shall be given ten (10) working days to respond to the evaluation before the evaluation is placed in the employee's Personnel File. Said response shall be attached to the evaluation.
- F. The evaluation shall then be submitted to the District human resources department for review by the superintendent or designee.
- G. Any negative evaluation may include a Performance Improvement Plan (PIP). The PIP will outline specific recommendations for improvements and assist the employee in implementing the recommendations.

(1) The PIP is not to be used as a disciplinary tool, but rather it is an opportunity for an employee to work towards a positive evaluation in the future. (see Appendix C1)

4. **Appeal Rights**

- A. Only the evaluation procedures, not the contents of an evaluation, shall be subject to the grievance procedure of this Agreement.
- B. An employee who is not satisfied with a performance evaluation shall, upon written request, be granted a review conference with the superintendent whose decision regarding the disposition of the evaluation shall be final.

5. **Negative Evaluations and Performance Improvement Plans**

Any negative evaluation shall include a plan with specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made.

- A. The performance improvement plan will be in writing and will be a part of the evaluation or attached to the evaluation. It will be reviewed with the employee prior to entering the evaluation (see Appendix C1) into the employee's personnel file.
- B. The performance improvement plan will specifically state in writing the amount of time it is to remain in effect, up to six (6) working months.
- C. The evaluator will meet with the employee at least once to follow-up on his/her performance and progress during the prescribed performance improvement plan period.
- D. At the end of the performance improvement plan period, the valuator will meet to follow-up again with the employee on his/her performance.
- E. Under no circumstance will a performance improvement plan period extend for more than six (6) working months. However, if the evaluator believes that performance problems are persisting, he/she may re-evaluate the employee and the new evaluation may also contain a performance improvement plan subject to these provisions.

ARTICLE XI

VACANCIES, PROMOTIONS, AND TRANSFERS

1. Definitions

- A. A vacancy is defined as a new or existing bargaining unit position which the District intends to fill.
- B. A transfer is defined as the voluntary lateral movement of a bargaining unit employee within a classification, including transfers that provide an increase in hours.
- C. A promotion is defined as any change in classification which results in a higher classification.

2. Vacancy Process

When a vacancy occurs, the District shall give preference, in accordance with this Article, to current unit members for voluntary transfers. Once voluntary transfers have been honored and completed, the District shall then offer reemployment to the most senior available unit member on the reemployment list appropriate to the vacancy. The District, when filling a vacancy, will consider qualified applicants in accordance with this Article. All unit members on reemployment lists shall be provided reemployment benefits pursuant to Article XVI, Section 5A.

3. Posting

- A. The District shall post a job availability bulletin listing available vacancies for a period of at least seven (7) calendar days prior to the date acceptance of applications is closed. A copy of each posting will be sent to the Association president and secretary.
- B. Notices will normally be posted at all work locations.
- C. The notice will set forth the job description and minimum qualifications for the vacancy.
- D. The District may simultaneously post notice of the vacancy and accept applications for the vacancy from both bargaining unit employees and outside candidates.
- E. A bargaining unit employee may request written notification of any vacancy by filing a statement of interest with the director of personnel. Such statement of interest will be valid only for the School Year in which it is filed.
- F. Unless the parties mutually agree otherwise, the District shall fill vacancies within thirty (30) calendar days of posting. During this thirty (30) day period, the District may fill the vacancy with a substitute.

4. Transfer

- A. The District shall first review requests for transfers when filling a vacancy.
- B. Voluntary transfer shall be based upon an equal consideration of the following factors:
 - (1) Seniority

(2) Evaluations

(3) Best interests of the District

Voluntary transfer is available at any time a position is open for bargaining unit employees who don't want to work a twelve month YRE schedule. When transferring from a twelve month position to a ten month position the bargaining unit employee shall not have the right to bump another employee from his/her position. Two bargaining unit employees may mutually agree to exchange positions. Unit members desiring work schedule changes between year round and traditional school calendars may request voluntary transfers.

Current unit members shall receive priority in filling intersession service or substitute service for unit members providing year-round service. By August 1 of each School Year, unit members will be surveyed via posting to determine interest in providing intersession or substitute service.

A unit member may request transfer from a year-round school site. There will be no lay-off or reduction in daily hours for a unit member who requests transfer from a year-round school site. If through voluntary transfers, a vacancy still exists, only the least senior unit member in the classification may be involuntarily transferred.

- C. The final determination regarding voluntary transfers shall be made by the District. Revised
9/29/06
- D. Employees performing substitute service in a classification other than their regular positions for twenty (20) days in sequence or thirty (30) days total for a School Year will be given performance evaluations for such service.
- E. If a unit member is involuntarily transferred, the unit member will receive training on current programs/modules to ensure success as needed. Administration shall meet with the affected employee(s) five work days prior to the involuntary transfer. If an emergency requires an involuntary transfer to be effective immediately, the district will meet with the CSEA Chapter President/designee prior to the transfer to discuss the situation. The final determination regarding the involuntary transfer shall be made by the district. Revised
7/21/21

5. **Vacancy Testing**

- A. The District may concurrently test bargaining employees and outside applicants for the vacancy.
- B. All bargaining unit applicants who, subject to a review of the application, meet the minimum qualifications shall be entitled to participate in an examination. The examination will be reasonably related to the qualifications set forth in the job description.
- C. Each applicant for the vacancy will be given a score based upon the examination.
- D. Employees who have passed a written promotional test for a position within a higher classification within five (5) years shall be considered to have passed the written examination and be considered eligible for vacancies in the classification. Such a bargaining

unit employee shall be given an oral interview as set forth in Section 6 below each time a bargaining unit member applies for a position.

6. **Selection**

- A. The top three (3) bargaining unit applicants, based upon the test score, will be given a final interview for the position by the District administrator designated by the District to make the hiring decision. The administrator may select any one (1) of the three (3) finalists or reject all three (3) applicants. If two (2) bargaining unit employee finalists are not rejected and are equally qualified for the vacancy, the most senior of the two (2) shall be selected. Revised
9/29/06
- B. The District may consider outside candidates along with the three (3) bargaining unit employee finalists. The District retains the right to select an outside candidate; however, that candidate must be more qualified than any bargaining unit employee on the final list of three (3).
- C. Any unit member seeking a promotion or transfer to a different job classification must meet the pre-placement physical examination requirements for that position. Transfers within a job classification are not subject to this requirement.

7. **Notification**

If a transfer request by a unit member is not honored or a unit member applying for a promotion is not selected for the position, the unit member shall be notified in writing that he/she was not selected. The unit member may request to be given a written explanation as to the reasons for the denial. The unit member's request must be in writing and be submitted within ten (10) days of his/her receipt of the District notification. Revised
9/26/06

Upon receipt of the unit member's request, as discussed in the previous paragraph, the superintendent or superintendent's designee shall within ten (10) days provide the unit member with a written explanation of the reason(s) why the unit member was not transferred and/or promoted.

The definition of "day" in Article XII shall be used for this section of the agreement.

8. **Special Consideration**

Special Education Instructional Aide positions that become vacant shall remain at the same number of hours as already established for the position.

9. **Confidential Positions that Become Vacant**

- A. The parties confirm the confidential status of superintendent's secretary, administrative secretary – personnel, administrative secretary – business, and payroll technician; Revised
3/13/07
- B. The parties agree to grandfather the current confidential staff members to maintain their status while still employed in a currently-identified confidential position, including grandfathered confidential employees who transfer or are promoted/demoted from one confidential position to another confidential position;

- C. When the accounts technician, personnel/facilities clerk and administrative secretary – instruction positions become vacant, they will remain a confidential position only if the vacancy is filled with a transferred or promoted/demoted grandfathered confidential employee. Otherwise, the vacant position shall become a classified position represented by the CSEA bargaining unit;
- D. The parties agree that when a current confidential position becomes a classified position represented by CSEA, a new job description shall be created for the position. The new job description shall be reviewed by the parties prior to posting the new vacancy. Likewise, a new salary shall be assigned to the classified position, which fairly represents the previous pay for the position, but also reflects salaries paid in comparable districts. When the conversion to a CSEA position occurs, the District shall complete a survey of comparable school districts prior to setting the salary at no less than the mean of the comparable districts' salaries;

ARTICLE XII

GRIEVANCES

During the term of this agreement, the District agrees to a reasonable amount of release time to process alleged grievances beginning with Level I of this grievance procedure.

1. Definitions

A “grievance” is a formal written claim by a grievant that he/she has been affected by a violation, misapplication or misinterpretation of the specific provisions of this Agreement (excluding Article XIII, Discipline).

A “day” is any day in which the District administration office is open for business. The “immediate administrator” is the site principal or supervisor who has been designated to administer grievances and who has immediate jurisdiction over the grievant.

A “grievant” may be any member of the unit or California School Employees’ Association, Chapter # 618.

2. Miscellaneous

Representation: The grievant may be represented by a representative of CSEA at any step of the grievance procedure.

Time Limits: Each party involved in a grievance shall act quickly so that the grievance may be solved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with written consent of all parties, the time limitations for any step may be extended.

3. Preliminary Informal Resolution

Any employee who believes he/she has a grievance shall present the evidence orally to the immediate administrator within fifteen (15) days after the employee knew, or reasonably should have known, of the circumstances which form the basis for the alleged grievance. Failure to do so will

render the alleged grievance null and void. The administrator shall hold discussions and attempt to resolve the matter within five (5) days after the presentation of such evidence. It is the intent of this informal meeting that at least one personal conference be held between the employee and the immediate administrator.

4. **Formal Level**

A. **Level I**

If the grievance has not been resolved at the preliminary informal level, the grievant must present his/her grievance in writing on a form provided by the District (See Appendix D) to his/her immediate administrator within ten (10) days of the preliminary informal conference of Section 3 of this Article. Failure to do so will render the grievance null and void.

The statement shall include the following:

- (1) A concise statement of the grievance including reference to the specific Article and Section of the Agreement deemed to be violated, misapplied or misinterpreted.
- (2) The circumstances involved.
- (3) The decision rendered by the informal conference.
- (4) The specific remedy sought.

The administrator shall communicate his/her decision to the employee in writing within ten (10) days after receiving the grievance. If the administrator does not respond within the time limits, the grievant may appeal to the next level. The time limit for appeal shall begin the day following receipt of written decision by the parties in interest.

Within the above time limits either party may request a personal conference.

B. **Level II**

If not satisfied with the decision at Level I, the grievant may appeal the decision within ten (10) days either by:

- (1) Submitting a statement on a form provided by the District to the Superintendent or designees, for the purpose of seeking resolution through the interest-based (CFIER) process between representatives of the California School Employees' Association, Chapter # 618, and the District management; or
- (2) Proceeding to Level III.

Failure to do so will render the grievance null and void.

If the grievant desires to submit the grievance to the CFIER process, a written statement shall include a copy of the original grievance and the following:

- (1) A concise statement of the grievance including references to the specific Article and Section of the Agreement deemed to be violated, misapplied or misinterpreted;
- (2) The issue to be resolved;
- (3) The circumstances involved;
- (4) The decision rendered at Level I; and,
- (5) A clear, concise statement of the reasons for the appeal to Level II.

Through the interest-based process a decision will be issued within a mutually-agreed upon timeframe. Decisions will be in writing setting forth the decision and the reasons therefore. The decision will be promptly communicated in writing to all parties who have an interest in the resolution. A copy of the written document will also be sent to the Association president. If the grievant does not agree with either the decision reached through the interest-based process or the timeline established by the CFIER group, the grievant may appeal to Level III. The time limits for appeals shall begin the day following receipt of the written decision by the parties in the matter, including the grievant.

C. Level III

If not satisfied with the decision at Level II, the grievant may appeal the decision by submitting a statement on a form provided by the District to the superintendent within ten (10) days. Failure to do so will render the grievance null and void.

This statement shall include a copy of the original grievance which is to include the following:

- (1) A concise statement of the grievance including reference to the specific Article and Section of the Agreement deemed to be violated, misapplied or misinterpreted;
- (2) The circumstances involved;
- (3) The decision rendered at Level I and Level II;
- (4) A clear, concise statement of the reasons for the appeal to Level III.

The superintendent shall communicate his/her decision within ten (10) days after receiving the grievance. The decision will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the president of the Association. If the administrator does not respond within the time limits, the grievant may appeal to the next level. Time limits for appeal shall begin the day following receipt of written decision by the parties in interest.

Within the above time limits either party may request a personal conference.

D. Level IV

If the grievant is not satisfied with the results of Level III, CSEA may, within twenty (20) days of the issuance of the superintendent's decision, request in writing that the grievance be submitted to advisory arbitration. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after he/she has had an opportunity to hear the merits of the grievance.

- (1) The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdiction limitations upon the arbitration in this Agreement.
- (2) The parties shall select a mutually agreeable arbitrator who must be willing to hold the arbitration hearing in the District. Should they be unable to agree on an arbitrator within five (5) working days of the Association's submission of the grievance to arbitration, an arbitrator shall be selected from a list of seven (7) arbitrators provided by the American Arbitration Association, by alternate striking of the names until one name remains. The party who strikes the first name shall be determined by the Association striking first on all even-numbered grievances and the District striking first on all odd-numbered grievances.
- (3) The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law, which is violative of the terms of this Agreement, or to change any of the Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or remedy as is requested in the party's submission statement.
- (4) The decision of the arbitrator will be submitted to the Board of Education and the Association. The decision shall be considered adopted by the Board of Education and binding on the parties, if neither the superintendent, or designee, or the Association file a request for review with the Board of Education within ten (10) days of the issuance of the advisory decision. The Board of Education shall review the advisory decision at its next reasonably-available scheduled meeting, if a timely request for review is filed.

The Board of Education may, at its discretion, request oral arguments from both parties in the presence of one another at the Board meeting in which the advisory decision will be reviewed.

The Board of Education shall render a decision based upon the arbitration record within ten (10) days of the above Board meeting. If the Board of Education does not render such a decision with the time limit, it shall be deemed to have adopted the recommended decision of the arbitrator. A copy of any decision issued by the Board of Education shall be mailed to the Association.

The decision of the Board of Education shall be final and binding. Nothing stated herein shall preclude the Association from appealing the decision to a court of competent jurisdiction.

- (5) The costs for services of the arbitrator, including per diem expenses, travel, and sustenance expenses, if any, shall be shared equally by the District and

Association. The District shall provide a hearing room in the District at no expense to either party. All costs for the services of the arbitrator including but not limited to per diem expenses travel, and sustenance expenses, shall be borne equally by the District and CSEA. Otherwise, each party shall assume the expense of the presentation of its own case.

ARTICLE XIII

DISCIPLINARY ACTION PROCEDURE

Discipline shall be imposed upon permanent unit members of the classified service only for cause and pursuant to this Article and pertinent law(s). No disciplinary action shall be taken for any cause which arose prior to the unit member becoming permanent, nor for any cause which arose more than two (2) years preceding the date of filing of the notice of cause unless such cause was concealed or not disclosed by such unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the employing district. A permanent unit member is one who has completed an initial probationary period of seven (7) working months of service beyond the initial date of employment by the District (Education Code Section 45113). Revised
5/18/17

Probationary, temporary, substitute and short-term unit members shall be subject to termination at the discretion of the superintendent and upon approval of the Board of Trustees. The superintendent will normally give notice to non-permanent unit members of at least ten (10) working days in cases of termination.

1. Causes for Disciplinary Actions (Reasons Why a Unit Member May be Disciplined)

- A. Incompetency or inefficiency in performance of the duties of the position.
- B. Insubordination, including, but not limited to, refusal to do assigned work.
- C. Discourteous, offensive, or abusive conduct or language toward other employees, pupils or the public.
- D. Dishonesty (while in working status with the District).
- E. Drinking alcoholic beverages on the job, or reporting for work under the influence of alcohol.
- F. Addiction to or being under the influence of narcotics on the job.
- G. Repeated unexcused absences or tardiness.
- H. Abuse of leave or vacation privileges (unauthorized leave).
- I. Absence without notification.
- J. Falsifying any information supplied to the School District including information supplied on application forms, employment records, or any other School District record.
- K. Willful or persistent violation of state law or policies and regulations of the District.

- L. Conviction of crimes or moral turpitude or sex offenses and/or narcotics offenses as defined in Education Code Sections 44010 and 44011.
- M. Failure to adequately care for and safeguard assigned District material, equipment or facilities.
- N. Any other action or lack of action that is detrimental to the School District and public service.

2. **Types of Disciplinary Action That May Be Taken**

A. Informal In-service Counseling:

- 1. Whenever feasible, disciplinary action will be taken only after the unit member has been verbally warned and counseled by the unit member's supervisor or superintendent regarding his/her unsatisfactory conduct and/or performance. Any such in-service session may be summarized in writing with a copy to the unit member. If so, this writing should contain an outline of the conduct and/or performance that is required and be signed by both parties. This document is only intended as a record of the meeting between the unit member and supervisor, but may be placed in the personnel file as an attachment to any further action under Section 2 (B), below.

B. Formal Discipline: Unless a unit member's unsatisfactory conduct and/or performance results in the immediate notice of discipline to the unit member, or when a unit member's conduct and/or performance continues to be unsatisfactory after the issuance of one or more verbal warnings, the unit member may be subject to any of the following disciplinary actions:

- 1. Written reprimand or warning notice relating to an action or lack of action may be placed in the personnel file. The unit member shall be provided a copy and notice of opportunity to reply. The unit member must exercise his/her right to reply within ten (10) working days. The unit member's written comments, if any, are to be attached to the reprimand or warning notice (Education Code Section 44031).
- 2. The unit member may be suspended for up to thirty (30) days without pay.
- 3. The unit member may be demoted to a lower salary classification.
- 4. The unit member may be terminated for cause.

3. **Processing of Disciplinary Action**

- A. When there is evidence of unsatisfactory conduct and/or performance of the duties and responsibilities assigned which involve any of the causes for disciplinary action as specified in Section 1 above, the superintendent or his/her designee shall prepare a written notice to be delivered to the unit member specifying the act(s) and/or omission(s) which would be cause for disciplinary action. Unless the unsatisfactory conduct and/or performance is sufficient to support notice of disciplinary action without the issuance of a warning, such notice shall serve as a warning to the unit member and shall include specific recommendations for

improvement. Either party may request a meeting to discuss such notice and the reasons for it. The unit member shall be entitled to CSEA representation for the meeting, if desired.

B. When there is evidence of further unsatisfactory conduct and/or performance of the duties and responsibilities assigned which involve any of the causes for disciplinary action as specified in Section 1 above, or when the unsatisfactory conduct and/or performance is sufficient to support notice of disciplinary action without the issuance of a warning, the superintendent will prepare and serve a written Notice of Disciplinary Action upon the unit member as follows:

1. The notice shall be personally delivered or sent by certified mail to the last known address.
2. The notice will be based on the recommendation of the superintendent and shall contain the following information:
 - a. The action or lack of action by the unit member including the time, place and persons involved, upon which the recommended disciplinary action is based;
 - b. The cause(s) for disciplinary action;
 - c. The disciplinary action which is recommended to be taken and the proposed effective date of such action;
 - d. The right of the unit member to request a pre-disciplinary meeting to discuss such notice and the reasons for it. The unit member is entitled to CSEA representation at the meeting, if desired. Whenever feasible, the meeting will be held pursuant to the guideline described below:
 - Present the evidence in a clear and unemotional way.
 - Give the unit member a chance to explain or offer a defense to the specific disciplinary charge(s) as noticed.
 - Investigate the unit member's explanation in an attempt to verify the unit member's defense. Where applicable, question other supervisors or co-workers to gather information.
 - Consider any mitigating factors.
 - Record the results of any additional investigation in writing.
 - Render any revised decision in an amended Notice of Disciplinary Action.

4. **Notification of Rights**

In addition to the Notice of Disciplinary Action, the unit member shall be sent in the same mailing the Notification of Employee Rights.

A. For permanent classified unit members, the notice rights are:

- (1) The right to request a hearing, in open or closed session, before the Board of Trustees within ten (10) workdays of receipt of the Notice of Disciplinary Action;
- (2) The right to be represented at the hearing by representatives of his/her choice;
- (3) The right to examine and have copies of all District reports relating to the recommended disciplinary action, prior to the hearing;
- (4) A notice that failure to request a hearing in writing on the form provided within ten (10) workdays, constitutes the acceptance of the disciplinary action;
- (5) A copy of a "request for hearing" form that serves notice which must be delivered within ten (10) working days, by person or by certified U.S. mail, to the superintendent/principal; and,
- (6) A copy of the contract article relative to disciplinary action and hearing procedures.

B. For non-permanent classified unit members terminated for cause, the notice rights are:

- (1) The right to have a copy of all District records relating to the disciplinary action;
- (2) The right to file a written reply to be placed in the personnel file of the unit member; and,
- (3) The right to be assisted by representatives of his/her choosing.

5. **Request for Hearing (by permanent classified unit member only)**

Within thirty (30) days of the receipt of a request for hearing, or as soon as a hearing officer is available, the Board of Trustees shall hold a hearing on the recommended disciplinary action which shall be conducted in accordance with Section 7 of this Article.

6. **Emergency Conditions**

In emergency cases, when the superintendent determines that District personnel, students or property are endangered, the superintendent may immediately suspend a classified unit member, with pay, and serve disciplinary action notice until a hearing by the Board may be held.

7. **Hearing Procedures**

A. When a permanent classified unit member has requested a hearing in accordance with provisions of this Article, the following procedure will be followed:

- (1) Either party to a hearing may be represented by counsel or an individual of their own choice and shall be given ten (10) calendar days advance notice of the time, date, and place of the hearing.
- (2) A party to the hearing shall have the right to examine and have copies of all District records concerning the hearing matter prior to the hearing.

- (3) A party to the hearing process may present witnesses on his/her behalf and shall have the right to examine and cross-examine witnesses.
 - (4) A party to a hearing shall have the right to a translator provided by the District upon request.
 - (5) Witnesses will be called individually and excused after making their statement and submitting to questions and any cross-examination.
 - (6) The hearing will be held in closed or open session, according to the wishes of the employee.
 - (7) A recorder shall be supplied by the District to record the proceedings.
- B. The presiding officer shall be a member of the Board or a hearing officer. The Board may elect to use a hearing officer of its choice and will pay the full costs, if any, for the service.

The presiding officer or hearing officer will:

- (1) Limit or exclude evidence or testimony which is not relevant or material to the issue. Technical rules of evidence shall not apply to such hearing, but evidence may be admitted and given probative effect only if it is the kind of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs.
- (2) Elicit such evidence and testimony as he or she believes may be useful or necessary to establish facts and to provide an accurate record of actions or lack of actions by time, place and persons involved in the disciplinary actions.
- (3) Ask questions and permit questioning of witnesses by Board members, participate in hearing discussions and assist, if requested by the Board, in the drafting of findings of acts and points of law and be present at all times during the consideration of the case.
- (4) Authorize taking of depositions.
- (5) Administer oaths or affirmations.
- (6) Rule on objections, motions, and questions of procedures.
- (7) Adjourn the hearing when deemed necessary and set a time, date and place for a continued hearing, if necessary.

The Board's finding of fact shall be based on preponderance of the evidence offered.

- C. A decision shall be rendered by the Board within ten (10) workdays of the close of the hearing or receipt of a recommendation from a hearing officer. It shall be the final decision of the District regarding the matter.

The decision of the Board shall be made in writing and set forth the following:

- (1) Finding of fact on which the Board's decision was based.
- (2) Final order of the Board.
- (3) Notification that a copy of the hearing transcript may be provided to the unit member at his/her expense on a cost-to-the-District basis.
- (4) Notification of any appeal process that is available to the unit member.

ARTICLE XIV

MAINTENANCE AND CUSTODIAN UNIFORMS

1. The District shall provide five (5) shirts for every bargaining unit member in the custodial, campus supervisor and maintenance/grounds classifications. Each member may select either long or short sleeve shirts.
2. The unit member shall be required to wear the uniforms for the School Year and summer months during the workday. During the summer months when a school is not in session, a unit member may wear a shirt other than the uniform shirt when performing indoor duties such as stripping and waxing floors, cleaning light fixtures, or working in confined areas like attics, or outdoor duties such as cement work, or manual ditch digging.
3. The unit member shall not wear the District uniform shirt when performing outside work during off-duty hours or during non-working days. A unit member may wear the uniform shirt before and after the workday.
4. The District shall provide loaner shirts for substitutes and unit members who need such a shirt on a temporary basis. The District shall provide a notice to unit members during the month of July for each unit member to request replacement shirt(s). The unit member shall return any shirt that must be replaced. Revised
7/10/08
5. The shirt for maintenance, warehouse, and grounds staff shall be tan. The shirt for custodial/grounds staff shall be blue. Revised
7/10/08
6. The District supervisor of maintenance and operations shall be responsible for distribution and monitoring of shirts. If a shirt is damaged beyond use or destroyed as determined by the director of maintenance, a replacement shirt will be provided as soon as possible. Revised
7/10/08

ARTICLE XV

JOB REQUIREMENTS

1. **Driver's license and Department of Motor Vehicles' printout required:**

All classified job descriptions, which require a driver's license and a Department of Motor Vehicles printout will apply to current as well as future employees. If the employee is required to drive a District vehicle to fulfill job duties, then the unit member will submit the driver's license and DMV

printout to the director of personnel. The District will reimburse for all expenses incurred by the unit members.

2. **Driver's license and Department of Motor Vehicles' printout may be required:**

For all classified job descriptions which state that the driver's license and DMV printout "may be required," current unit members in these job classifications will not be required to submit the two documents to the District unless the unit member is required to drive a District vehicle during the course of employment. In such cases, the unit member will receive an explanation of why there is a need to drive the District vehicle and an explanation of the requirement of submitting the driver's license and DMV printout. The current employee must agree to submit the documents and agree to drive the District vehicle.

3. **Required at initial hiring:**

For all new classified employees who are hired into job classifications that may require the driver's license and DMV printout, the District may require the two documents upon initial employment and/or at a later date, as needed.

4. **CPR Training:**

Beginning with the 2016-2017 School Year, CPR training will be mandatory for: school site office managers, health assistant I & II, bus drivers, campus supervisors, bus transportation aides, bus driver/transportation coordinator and van drivers. Other employees may voluntarily attend the CPR class on their own time on a space-available basis. With advanced approval of the employee's supervisor, the District will pay the cost of the class for employees who volunteer.

Revised
7/10/08 &
5/13/16

5. **Video Cameras:**

The District shall have the right to install video cameras on work sites for the protection of staff, students and the community. All employees shall be notified of the use of video cameras located on District property (i.e. signs posted on each site where cameras are placed). Cameras will only be placed in public indoor areas and outdoors and never in private offices, work spaces, or any area where staff has a reasonable expectation of privacy. The District agrees that any video produced by these cameras may only be reviewed by District management employees and, when necessary, any employee on the video being reviewed, law enforcement agencies, or any other person(s) with a proven legal right to view the video.

ARTICLE XVI

LAYOFF AND REEMPLOYMENT

1. **Definitions**

- A. "Layoff" is defined as an involuntary separation from District service due to lack of work or lack of funds.
- B. "Class" is defined the same as "Classification," e.g. positions that are assigned the same title, job description, minimum qualifications, and salary range.

- C. "Seniority" is defined through September 30, 2007 as all hours in paid bargaining unit member status within each classification, whether during the School Year, a holiday, recess, or during any period that a school is in session or closed, but does not include any hours compensated solely on an overtime basis. **Revised 6/9 & 9/12/05**
- D. "Seniority" is defined effective October 1, 2007 as a unit member's hire date. The date of hire will be based upon the first date of regular employment in the unit member's classification or higher class. The date of hire will not include dates of employment as a substitute or short-term employee unless the substitute service was in the same position for 195 days or more immediately preceding the eventual employment as a regular classified employee in a position within the District and within a one-year period of the substitute employment. **Revised 6/9 & 9/12/05**
- E. "Job Profile" as defined in this Article shall mean assigned hours per day, days per week, and total days per year.

2. **Procedures**

- A. Whenever an employee is laid off through September 30, 2007, the order of layoff within the class shall be the employee employed the shortest time in the class plus higher classes. **Revised 6/9 & 9/12/05**
- B. Effective October 1, 2007, in cases of layoff and reemployment, unit members' rights concerning "bumping" shall be based upon the unit member's placement on the seniority listing, which shall include the earliest hire date in the class, equal class, and/or higher class(es). **Revised 6/9 & 9/12/05**
- C. In the event a layoff resolution eliminates a set number of positions in a classification(s) District-wide, the appropriate number of least senior employee(s) within the affected classification(s), shall receive notice of layoff. In the event a layoff resolution eliminates a designated position(s) at a specific school site(s), the least senior incumbent(s) serving in that position(s) at that specific site(s), and all less senior bargaining unit employees in that classification District-wide, along with all less senior bargaining unit employees in other classifications who may be bumped, receive notice of layoff.
- D. Bargaining unit employees to be laid off shall be notified by hand delivery or certified mail sent to the most recent address provided to the District by the employee. The notice shall be hand delivered or deposited in the U.S. Mail no less than sixty (60) calendar days prior to the effective date of the layoff. The notice shall contain the effective date of layoff, the reason for layoff, displacement rights (if any) and a copy of Article XVI of this Agreement. **Revised 2/23/04 & 1/18/13**

3. **Process for Implementing Layoff**

Ratified 1-25-12

1. The District will identify the position to be eliminated.
2. The District will notify the employee in that position and all other employees in the same, equal or lower classifications in which the notified employee holds seniority who may be affected by layoff or bumping.

3. The notice(s) in #2 above that will include provision of bumping rights and an explanation, when appropriate, that they may be bumped.
4. An employee affected by layoff shall have the right to bump any employee having less seniority with a job profile within their classification that has the same or less weekly hours except as provided in Section 4(B) (1) below.
5. The process outlined in #4 directly above will be used by employees bumping into lateral or lower classifications. (Lateral refers to the same range as the classification from which they are bumping.)
6. When bumping laterally, seniority is based on the earliest hire date in either classification.
7. Hire date from a lower classification is not used in determining hire date for a higher classification.
8. The District will mail a seniority list to the employee receiving a layoff notice.
9. The District will make appointments for employees affected by bumping/layoff at which the employee will decide if they will bump and if so into which position. The employee's decisions for bumping/layoff must be made during the appointment time. The CSEA Chapter #618 President will receive copies of the appointment notices and will be allowed to attend any and/or all appointments.
10. Appointments will normally be held during the work day. If the appointment time is outside the employee's regular work time, the employee may start his/her shift 15 minutes earlier or end 15 minutes later on their next shift.
11. Failure to attend the appointment will result in the waiver of the employee's choice of position(s) into which they may bump.

4. **Displacement Rights (Bumping)**

- A. Through September 30, 2007, an employee who is laid off from a class and who has previous service in an equal or lower class and who has greater seniority, shall have the right to bump the employee having less seniority with a job profile within their class that most closely approximates the employee's total annual hours in that class. Seniority in an equal or lower class in which an employee has previous service shall include the total service in that class plus service in an equal or higher class, including the class from which the employee is laid off. Revised
6/9 & 9/12/05
- B. Effective October 1, 2007, an employee who is laid off from a class and who has the earliest date of hire, shall have the right to bump the employee having less seniority with a job profile within their class that most closely approximates the employee's total annual hours in that class. Seniority in an equal or lower class in which an employee has previous service shall include the total service in that class plus service in an equal or higher class including the class from which the employee is laid off. Revised
6/9 & 9/12/05

4(B) (1) In the event a position is eliminated that is held by an employee who is not the least senior employee in the classification, the following process will be used.

Step 1: If there is another position in the classification with a job profile that most closely approximates his/her hours, but the number of annual hours are the same or less, the employee will be able to bump that employee.

Step 2: (if needed): If there are no positions in the classification that have a job profile with the same or less annual hours, the employee whose position has been eliminated will be allowed to bump an employee in the classification with greater annual hours. The employee under these circumstances must bump the least senior employee in the classification with greater annual hours.

- C. Bumping shall be exercised after a meeting to be held by the affected bargaining unit employee, a CSEA representative, and the superintendent or designee within ten (10) calendar days of the layoff notice. The District shall promptly notice any bargaining unit employee to be bumped, who then retains all rights pursuant to this Article's Section 5, Reemployment Rights.
- D. A confirmation letter will be sent by the superintendent or designee to the bargaining unit employee who has exercised bumping rights.

5. **Transfers**

- A. If a layoff process results in the need for the transfer of any bargaining unit employee within an affected classification, the position will first be offered to volunteers within that classification who may accept in order of seniority. If no bargaining unit employee voluntarily accepts the position, the least senior bargaining unit employee in that classification shall be transferred.
- B. A confirmation letter will be sent by the superintendent or designee to the bargaining unit member who has been transferred.

6. **Reemployment**

- A. When a reemployment list exists for a classification in which there is a vacancy, the District shall notify current unit members in the classification of the vacancy and the possibility of voluntary transfer. Transfers will occur in accordance with Article XI, Sections 2 and 4, provided the subsequent vacancy(ies) created after a transfer occurs is equal in annual hours to the initial vacancy before transfers were approved. Once volunteer transfers have been honored and completed, the District shall then offer reemployment to the most senior available unit member on the reemployment list for the vacant position as long as the total annual hours of the position do not exceed the total annual hours the laid off employee had prior to layoff. Provided the most senior unit member on the layoff list agrees to accept lesser hours than the initial vacancy, the District may offer lesser hours than was originally available.
- B. Employees who have been laid off shall be placed on a reemployment list for thirty-nine (39) calendar months.

- C. Employees who, through operations of this Article, receive fewer hours or assignment to a lower classification shall be placed on the reemployment list for an additional twenty-four (24) months.
- D. A laid off employee shall notify the District of their intent to accept or refuse re-employment within seven (7) calendar days following the delivery of a certified mailing of the reemployment notice. Failure to respond constitutes a refusal. After two (2) refusals of reemployment an employee shall be considered unavailable for reemployment and shall not be notified of future vacancies until the laid off employee notifies the District in writing that they are available for reemployment.
- E. An employee who elects separation in lieu of displacement or who voluntarily accepts reassignment to a vacant position in another classification without exercising displacement rights, shall maintain his/her reemployment rights under this Article.
- F. Bargaining unit employees in layoff status shall have the right to participate in promotional examinations within the District.

7. **General**

- A. Upon request, the District and CSEA shall meet and negotiate regarding the effects of layoff. However, any such negotiations shall not delay the effective date of layoff.
- B. The District shall notify CSEA, in writing of any impending layoff of bargaining unit employees prior to publication of the agenda of the Board of Education meeting at which the layoff is to be considered.
- C. Vacation time earned and unused at the time of layoff shall be computed and paid within thirty (30) days after the date of layoff.
- D. Upon return to work, eligibility for vacation and sick leave entitlement shall be computed as if no layoff had occurred. Unused sick leave benefits, accumulated prior to layoff, will be reinstated upon return to work.
- E. Upon reemployment, the employee shall be placed on that step of the salary schedule where they would have been had the layoff not occurred and shall continue to advance on the salary schedule.
- F. All unit members on layoff shall be offered any substitute time available within the bargaining unit, unless the bargaining unit member otherwise notifies the District in writing of his/her unavailability.
- G. If two (2) or more bargaining unit employees have equal seniority as defined in Sections 1(C) and 1(D) of this Article, the bargaining unit employee with the earlier hire date shall be considered most senior. If a tie still exists, seniority shall be determined by lot.

8. **Seniority List**

On or before September 30 of each year, the District will compile an accurate seniority list covering each employee and class under this Agreement. Each classification shall have a

**Revised
6/9 & 9/12/05**

listing of seniority, with each unit member's hire date in that classification or higher class used to position the unit member on the list for seniority purposes, effective October 1, 2007. The seniority list shall indicate current classification and class seniority as of June 30 of the previous School Year. The seniority list shall be posted on the CSEA bulletin board at each school site and work location and five (5) copies shall be provided to the CSEA President. An employee who wishes to protest his/her placement on the seniority list and who disagrees with the seniority hours credited or, as of October 1, 2007, the listed date of hire, must file the protest with the superintendent or designee within thirty (30) calendar days of the posting of any subsequent list which shows a change in his/her seniority from that on the last prior list. Each protest shall be answered in writing with a copy to CSEA. If an error has been made, the list will be corrected and the corrections will appear on the next published list. In addition to the annual seniority list provided for above, the District shall update the seniority list at the time any layoff notice is given.

ARTICLE XVII

SEVERABILITY

If during the life of this Agreement, there exists any applicable law or any applicable rule, regulation or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XVIII

PERSONNEL FILES

1. All classified employees shall have a personnel file, to be kept at the District Office, to be maintained by the superintendent or his/her designee. The personnel file shall be kept in a locked file cabinet, with limited access by the employee, his/her representative, the employee's supervisor, the District human resources department, clerical staff of the superintendent, and other individuals who have a "right to know" the contents of the personnel file.
2. The employee or his/her representative shall have access with reasonable notice to his/her own personnel file during normal work hours when the District Office is open. The employee or his/her representative will be required to review the file in the presence of the Superintendent or designee.
3. The employee personnel file shall consist of detailed records relating to employment, including assignment, amounts and dates of service rendered, termination or dismissal of an employee, employee evaluations, and letters of commendation.
4. Payroll records for unit members shall be retained in a payroll file, with detailed records of sick leave deductions or withholdings made and the person to whom such amounts were paid. The payroll records shall be maintained by the assistant superintendent-business services.

5. The employee, or his/her representative, shall without cost, be entitled to copies of any materials contained in the file except for what is prohibited by law.
6. If a unit member's representative needs to access the personnel file without the unit member present, he/she will need to present a written authorization from the unit member to access the file.
7. The District human resources department shall maintain a log of all access to each personnel file, except for routine maintenance of the file. The log shall include the signatures of all persons reviewing the personnel file and the date(s) of such review.

ARTICLE XIX

NO CHILD LEFT BEHIND

1. The parties agree that the current position classifications which are affected by the federal "No Child Left Behind" legislation include the following:

**Revised
5/24 & 6/23/04**

- a. instructional assistant;
 - b. instructional assistant, bilingual;
 - c. instructional assistant, special education I;
 - d. instructional aide, special education II;
 - e. child aide;
 - f. instructional technology assistant; and
 - g. bilingual parent liaison/instructional assistant
2. The parties agree that all individuals hired after January 8, 2002 into the position classifications, as listed in Section 1, above, shall meet the required qualifications of the "No Child Left Behind" legislation;
3. The District will offer multiple ways for current unit members and new hires to meet the requirements of the "No Child Left Behind" legislation. Requirements may be met in three ways:
 - a. unit members and new employees may qualify with an associate of arts (AA) or associate of science (AS) degree or higher degree from an institution of higher education; or;
 - b. unit members and new employees may complete 48 semester units from an institution of higher education; or,
 - c. unit members and new employees may successfully pass a District-authorized examination. Currently authorized examinations include an examination offered by Butte College and an examination offered by the Cooperative Organization for the Development of Employee Selection Procedures (CODESP).

In addition, unit members and new employees qualifying by successfully passing the Butte College examination will be required to successfully pass a District-designed "ability to assist" practicum, evaluating their ability to assist students in a learning environment, as required by "No Child Left Behind" legislation;

4. The District shall meet with each affected unit member currently in positions listed in Section 1, above, prior to the 2004-2005 School Year to determine how close each unit member is in satisfying

the “No Child Left Behind” requirements. The District will offer all unit members counsel and assistance in an effort to qualify them prior to January 8, 2006;

5. The District will send all affected unit members a copy of this agreement and all notices of training sessions;
6. For unit members who decide to continue their education in pursuit of an associates degree and/or the first 48 semester units of coursework from an institution of higher education, the District agrees to pay for textbooks and educational materials specifically related to the coursework provided such coursework is in the core classes required for an associates degree and meets the following criteria:
 - a. coursework leads to an AA or AS degree; (or)
 - b. coursework is in a subject taught in the schools; (or)
 - c. coursework is in a specific subject of special interest to the unit member and the unit member has received pre-approval by the District human resources department.

“Criteria” is defined as a standard on which a judgment or decision of approval/nonapproval will be based.

The following coursework would generally not be supported with District funds unless a pre-approval has been granted by the District human resources department:

- a. coursework leading to a vocation and/or career outside education; (or)
- b. coursework that is repetitious without a requirement for a major or minor course of study leading to an AA or AS degree; (or)
- c. coursework related to travel, self-improvement and/or self-help classes.

Elective classes must be pre-approved in writing by the District human resources department if the unit member desires to have the District provide financial support for the class(es).

The District will provide an approval form for use by unit members, to include course title. The form will be used for two purposes: 1) as a pre-approval form; and 2) as a voucher for reimbursement of expenses related to the college and/or university coursework. Original receipts must be attached to the approval form for reimbursement.

7. For unit members who decide to meet the “No Child Left Behind” requirements by the successful passage of an examination, the District will support the unit members in the following ways:
 - a. The District agrees to pay the costs associated with registering or taking the examinations;
 - b. The District will notify all unit members as to when and where the tests may be taken;
 - c. The District will provide tutorial assistance and/or workshops in each of the semesters for the 2004-2005 School Year and the fall semester of the 2005-2006 School Year to assist unit members in the preparation for the examinations;
 - d. The District will allow paraprofessionals to take the examinations as many times as needed to meet the “No Child Left Behind” requirements, within the restraints allowed by the examiner or provider of the examination (i.e. Butte College only allows an individual to take the examination twice);
8. The parties agree that unit members who are affected by the “No Child Left Behind” legislation will be expected to attend the college classes, workshops, tutorials and test sessions without reimbursement;

9. If a unit member is in a position covered by the classifications in Section 1 above and is unable to satisfy the “No Child Left Behind” legislative requirements prior to the January 8, 2006 deadline, the District shall implement the following plan concerning the non-compliant instructional personnel:
 - a. unit members shall be transferred in order of seniority to any vacant non-Title I position for which the unit member qualifies, provided the school does not have a school-wide program, which includes Title I funding;
 - b. unit members who are not transferred as provided for above, in lieu of being terminated without rehire rights, shall be placed on a 39-month rehire list;
 - c. the District shall continue to offer the individuals on the 39-month rehire list the same level of support as offered to other unit members to pursue 48 semester units at an institution of higher education or to successfully pass an examination;
 - d. as vacancies occur, they will be filled by the most senior “No Child Left Behind”- compliant unit member on the rehire list. All ties in seniority shall be broken by lot;
 - e. voluntary transfers shall be honored per Article XI. The provisions of Article XVI shall not apply to this Article XIX, “No Child Left Behind.”
10. Should the “No Child Left Behind” legislation be revised or replaced with new legislation concerning criteria for paraprofessional, instructional positions, the parties agree to revisit this article.
11. Due to a revision in the “No Child Left Behind” legislation, the deadline of January 8, 2006 shall be extended to June 30, 2006 for all unit members in a position listed under Section 1 of this Article. All other sections of this Article shall remain in force.

**Revised
10/11/05**

ARTICLE XX

TRANSPORTATION

1. Field Trips and Extra Duty Assignments

Bus Drivers and Van Drivers will be assigned filed trips and other Extra Duty assignments utilizing the following process:

**Revised
05/14/15**

- a. The Business Office will create a rotation list for assigning such assignments by July 1, 2015. This list shall remain in effect from year to year and the Drivers’ positions on the list at the end of one year will be the position on the list at the beginning of the next year.
- b. At any time a new driver is hired in addition to, or to replace current drivers, the new drive will be immediately placed at the bottom of the list. This shall be the only situation in which the rotation list is altered.
- c. Effective July 1, 2015, the most senior driver will be offered the first assignment of the school year unless it conflicts with his/her regularly assigned route and the District is unable to accommodate this conflict after making every reasonable effort. Assignments thereafter will

rotate on the list in seniority order from this point forward and the driver whose turn it is on the list will be offered the assignment unless it conflicts with his/her regularly assigned route and the District is unable to accommodate this conflict after making every reasonable effort.

- d. Once an assignment is offered to a Driver, his/her name will rotate to the bottom of the list whether the Driver accepts or rejects the assignment. However, if there is a conflict with the Driver's regularly assigned route that cannot be accommodated, the Driver will maintain his/her position at the top of the list for the next assignment offered.
- e. Van Drivers will be in rotation for van assignments but will not be offered Bus assignments. A bus driver may be offered a van assignment, but only after all current Van Drivers have first been offered the assignment.

2. **Driving Routes on District non-duty days:**

There are times when routes must be driven on days that are non-duty days for OCESD employees. On these days the regularly assigned driver will be offered the assignment first. If the regularly assigned driver reject the assignment it will be offered to the other drivers utilizing the process for Field Trip and Extra Duty Assignments outlined above.

ARTICLE XXI

CAMPUS SUPERVISORS

All Campus Supervisors will enjoy all the rights and benefits of bargaining unit employees with no restrictions.

1. Effective July 1, 2018, campus supervisors shall be paid at the step and range that reflects their years of service in the district.
2. Seniority within the campus supervisor classification will be based on the years of service within this class.
3. All campus supervisors are entitled to health benefits if they work more than four (4) hours per day. All campus supervisors will be notified of the open enrollment period as soon as practicable. If a campus supervisor is not notified in time to apply for benefits, then the enrollment period will be extended.

ARTICLE XXII

LIVING CONTRACT

This Agreement shall remain in full force and effect from, July 1, 2021, up to and including June 30, 2024, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing of its request to modify, amend or terminate the Agreement.

Revised
4/22/15 &
5/15/18
7/1/21

The California School Employees Association, Chapter # 618 and the Oroville City Elementary School District agree that contract articles will be considered "living" and issues will be discussed as they arise.

The parties shall meet and negotiate in good faith on negotiable items. Any agreement reached between the parties shall be reduced in writing and signed by both parties.

Oroville City Elementary School District Classified Salary Schedule 2021-2022

Effective: 07/01/2021

| Range | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 |
|---------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| Step 1 | 14.71 | 15.08 | 15.46 | 15.84 | 16.24 | 16.65 | 17.06 | 17.49 | 17.93 | 18.37 | 18.83 | 19.30 | 19.79 | 20.28 | 20.79 | 21.31 | 21.84 | 22.39 | 22.95 |
| Step 2 | 14.71 | 15.83 | 16.23 | 16.64 | 17.05 | 17.48 | 17.91 | 18.36 | 18.82 | 19.29 | 19.77 | 20.27 | 20.78 | 21.29 | 21.83 | 22.37 | 22.93 | 23.51 | 24.09 |
| Step 3 | 15.26 | 16.63 | 17.04 | 17.47 | 17.90 | 18.35 | 18.81 | 19.28 | 19.76 | 20.26 | 20.76 | 21.28 | 21.81 | 22.36 | 22.92 | 23.49 | 24.08 | 24.68 | 25.30 |
| Step 4 | 16.03 | 17.46 | 17.89 | 18.34 | 18.80 | 19.27 | 19.75 | 20.24 | 20.75 | 21.27 | 21.80 | 22.35 | 22.91 | 23.48 | 24.06 | 24.67 | 25.28 | 25.91 | 26.56 |
| Step 5 | 16.83 | 18.33 | 18.79 | 19.26 | 19.74 | 20.23 | 20.74 | 21.26 | 21.79 | 22.33 | 22.89 | 23.46 | 24.05 | 24.65 | 25.27 | 25.90 | 26.55 | 27.21 | 27.89 |
| Step 6 | 17.67 | 19.25 | 19.73 | 20.22 | 20.73 | 21.24 | 21.78 | 22.32 | 22.88 | 23.45 | 24.04 | 24.64 | 25.25 | 25.88 | 26.53 | 27.19 | 27.87 | 28.57 | 29.29 |
| Step 7 | 17.67 | 19.25 | 19.73 | 20.22 | 20.73 | 21.24 | 21.78 | 22.32 | 22.88 | 23.45 | 24.04 | 24.64 | 25.25 | 25.88 | 26.53 | 27.19 | 27.87 | 28.57 | 29.29 |
| Step 8 | 18.03 | 19.63 | 20.12 | 20.63 | 21.14 | 21.67 | 22.21 | 22.77 | 23.34 | 23.92 | 24.52 | 25.13 | 25.76 | 26.40 | 27.06 | 27.74 | 28.43 | 29.14 | 29.87 |
| Step 9 | 18.03 | 19.63 | 20.12 | 20.63 | 21.14 | 21.67 | 22.21 | 22.77 | 23.34 | 23.92 | 24.52 | 25.13 | 25.76 | 26.40 | 27.06 | 27.74 | 28.43 | 29.14 | 29.87 |
| Step 10 | 18.03 | 19.63 | 20.12 | 20.63 | 21.14 | 21.67 | 22.21 | 22.77 | 23.34 | 23.92 | 24.52 | 25.13 | 25.76 | 26.40 | 27.06 | 27.74 | 28.43 | 29.14 | 29.87 |
| Step 11 | 18.38 | 20.02 | 20.52 | 21.03 | 21.56 | 22.09 | 22.65 | 23.21 | 23.79 | 24.39 | 25.00 | 25.62 | 26.26 | 26.92 | 27.59 | 28.28 | 28.99 | 29.71 | 30.46 |
| Step 12 | 18.38 | 20.02 | 20.52 | 21.03 | 21.56 | 22.09 | 22.65 | 23.21 | 23.79 | 24.39 | 25.00 | 25.62 | 26.26 | 26.92 | 27.59 | 28.28 | 28.99 | 29.71 | 30.46 |
| Step 13 | 18.38 | 20.02 | 20.52 | 21.03 | 21.56 | 22.09 | 22.65 | 23.21 | 23.79 | 24.39 | 25.00 | 25.62 | 26.26 | 26.92 | 27.59 | 28.28 | 28.99 | 29.71 | 30.46 |
| Step 14 | 18.73 | 20.40 | 20.91 | 21.43 | 21.97 | 22.52 | 23.08 | 23.66 | 24.25 | 24.86 | 25.48 | 26.12 | 26.77 | 27.44 | 28.12 | 28.83 | 29.55 | 30.29 | 31.04 |
| Step 15 | 18.73 | 20.40 | 20.91 | 21.43 | 21.97 | 22.52 | 23.08 | 23.66 | 24.25 | 24.86 | 25.48 | 26.12 | 26.77 | 27.44 | 28.12 | 28.83 | 29.55 | 30.29 | 31.04 |
| Step 16 | 18.73 | 20.40 | 20.91 | 21.43 | 21.97 | 22.52 | 23.08 | 23.66 | 24.25 | 24.86 | 25.48 | 26.12 | 26.77 | 27.44 | 28.12 | 28.83 | 29.55 | 30.29 | 31.04 |
| Step 17 | 19.30 | 21.02 | 21.54 | 22.08 | 22.63 | 23.20 | 23.78 | 24.37 | 24.98 | 25.61 | 26.25 | 26.90 | 27.58 | 28.27 | 28.97 | 29.70 | 30.44 | 31.20 | 31.98 |
| Step 18 | 19.30 | 21.02 | 21.54 | 22.08 | 22.63 | 23.20 | 23.78 | 24.37 | 24.98 | 25.61 | 26.25 | 26.90 | 27.58 | 28.27 | 28.97 | 29.70 | 30.44 | 31.20 | 31.98 |
| Step 19 | 19.30 | 21.02 | 21.54 | 22.08 | 22.63 | 23.20 | 23.78 | 24.37 | 24.98 | 25.61 | 26.25 | 26.90 | 27.58 | 28.27 | 28.97 | 29.70 | 30.44 | 31.20 | 31.98 |
| Step 20 | 19.66 | 21.40 | 21.94 | 22.49 | 23.05 | 23.62 | 24.21 | 24.82 | 25.44 | 26.08 | 26.73 | 27.40 | 28.08 | 28.78 | 29.50 | 30.24 | 31.00 | 31.77 | 32.57 |
| Step 21 | 19.66 | 21.40 | 21.94 | 22.49 | 23.05 | 23.62 | 24.21 | 24.82 | 25.44 | 26.08 | 26.73 | 27.40 | 28.08 | 28.78 | 29.50 | 30.24 | 31.00 | 31.77 | 32.57 |
| Step 22 | 19.66 | 21.40 | 21.94 | 22.49 | 23.05 | 23.62 | 24.21 | 24.82 | 25.44 | 26.08 | 26.73 | 27.40 | 28.08 | 28.78 | 29.50 | 30.24 | 31.00 | 31.77 | 32.57 |
| Step 23 | 19.66 | 21.40 | 21.94 | 22.49 | 23.05 | 23.62 | 24.21 | 24.82 | 25.44 | 26.08 | 26.73 | 27.40 | 28.08 | 28.78 | 29.50 | 30.24 | 31.00 | 31.77 | 32.57 |
| Step 24 | 19.66 | 21.40 | 21.94 | 22.49 | 23.05 | 23.62 | 24.21 | 24.82 | 25.44 | 26.08 | 26.73 | 27.40 | 28.08 | 28.78 | 29.50 | 30.24 | 31.00 | 31.77 | 32.57 |
| Step 25 | 20.01 | 21.79 | 22.33 | 22.89 | 23.46 | 24.05 | 24.65 | 25.27 | 25.90 | 26.55 | 27.21 | 27.89 | 28.59 | 29.30 | 30.03 | 30.78 | 31.55 | 32.34 | 33.15 |
| Step 26 | 20.01 | 21.79 | 22.33 | 22.89 | 23.46 | 24.05 | 24.65 | 25.27 | 25.90 | 26.55 | 27.21 | 27.89 | 28.59 | 29.30 | 30.03 | 30.78 | 31.55 | 32.34 | 33.15 |
| Step 27 | 20.01 | 21.79 | 22.33 | 22.89 | 23.46 | 24.05 | 24.65 | 25.27 | 25.90 | 26.55 | 27.21 | 27.89 | 28.59 | 29.30 | 30.03 | 30.78 | 31.55 | 32.34 | 33.15 |
| Step 28 | 20.01 | 21.79 | 22.33 | 22.89 | 23.46 | 24.05 | 24.65 | 25.27 | 25.90 | 26.55 | 27.21 | 27.89 | 28.59 | 29.30 | 30.03 | 30.78 | 31.55 | 32.34 | 33.15 |
| Step 29 | 20.01 | 21.79 | 22.33 | 22.89 | 23.46 | 24.05 | 24.65 | 25.27 | 25.90 | 26.55 | 27.21 | 27.89 | 28.59 | 29.30 | 30.03 | 30.78 | 31.55 | 32.34 | 33.15 |
| Step 30 | 20.36 | 22.17 | 22.73 | 23.29 | 23.88 | 24.47 | 25.09 | 25.71 | 26.36 | 27.01 | 27.69 | 28.38 | 29.09 | 29.82 | 30.56 | 31.33 | 32.11 | 32.91 | 33.74 |
| Step 31 | 20.36 | 22.17 | 22.73 | 23.29 | 23.88 | 24.47 | 25.09 | 25.71 | 26.36 | 27.01 | 27.69 | 28.38 | 29.09 | 29.82 | 30.56 | 31.33 | 32.11 | 32.91 | 33.74 |
| Step 32 | 20.36 | 22.17 | 22.73 | 23.29 | 23.88 | 24.47 | 25.09 | 25.71 | 26.36 | 27.01 | 27.69 | 28.38 | 29.09 | 29.82 | 30.56 | 31.33 | 32.11 | 32.91 | 33.74 |
| Step 33 | 20.36 | 22.17 | 22.73 | 23.29 | 23.88 | 24.47 | 25.09 | 25.71 | 26.36 | 27.01 | 27.69 | 28.38 | 29.09 | 29.82 | 30.56 | 31.33 | 32.11 | 32.91 | 33.74 |
| Step 34 | 20.36 | 22.17 | 22.73 | 23.29 | 23.88 | 24.47 | 25.09 | 25.71 | 26.36 | 27.01 | 27.69 | 28.38 | 29.09 | 29.82 | 30.56 | 31.33 | 32.11 | 32.91 | 33.74 |
| Step 35 | 20.71 | 22.56 | 23.12 | 23.70 | 24.29 | 24.90 | 25.52 | 26.16 | 26.81 | 27.48 | 28.17 | 28.87 | 29.60 | 30.34 | 31.09 | 31.87 | 32.67 | 33.49 | 34.32 |

Approved by Board of Trustees 09/15/2021

2021-2022 CL ver2 eff 7/1/2021 (5.07% inc)

**OROVILLE CITY ELEMENTARY SCHOOL DISTRICT
2021 - 2022 CLASSIFIED SALARY SCHEDULE INDEX**

| JOB TITLE | RANGE | JOB TITLE | RANGE |
|---|--------------|---|--------------|
| Accounts Technician | 35 | Campus Supervisor | 20 |
| Administrative Secretary - Instruction | 36 | Bus Transportation Aide | 21 |
| Bilingual Parent Liaison/Instructional Assistant | 23 | Food Service Worker | 21 |
| Bilingual Parent Liaison/Special Education Liaison/ Instr Asst II | 26 | Cafeteria / Office Clerk | 22 |
| Bus Driver | 30 | Cooks Assistant | 22 |
| Bus Driver / Transportation Coordinator | 31 | Instructional Assistant | 22 |
| Bus Transportation Aide | 21 | Parent Coordinator | 22 |
| Business / Attendance Clerk | 29 | Bilingual Parent Liaison/Instructional Assistant | 23 |
| Cafeteria / Office Clerk | 22 | Instructional Assistant - Bilingual | 23 |
| Campus Supervisor | 20 | Instructional Assistant - Special Education I | 23 |
| Clerk II | 30 | Instructional Technology Assistant | 24 |
| Computer Technician | 35 | Van Driver | 24 |
| Cook | 26 | Bilingual Parent Liaison/Special Education Liaison/ Instr Asst II | 26 |
| Cooks Assistant | 22 | Cook | 26 |
| Courier | 30 | Health Assistant I | 26 |
| Custodian/Grounds Worker | 30 | Instructional Aide - Special Education II | 26 |
| Educational Sign Language I | 28 | Library Technician | 26 |
| Educational Sign Language II | 35 | Business / Attendance Clerk | 29 |
| Food Service Clerk | 28 | Educational Sign Language I | 28 |
| Food Service Worker | 21 | Food Service Clerk | 28 |
| Grounds and Maintenance Worker | 32 | Maintenance Clerk | 28 |
| Health Assistant I | 26 | Office Clerk | 28 |
| Health Assistant II | 30 | Bus Driver | 30 |
| HVACR Maintenance Technician | 38 | Clerk II | 30 |
| Instructional Assistant | 22 | Courier | 30 |
| Instructional Assistant - Bilingual | 23 | Custodian/Grounds Worker | 30 |
| Instructional Assistant - Special Education I | 23 | Health Assistant II | 30 |
| Instructional Aide - Special Education II | 26 | Medi-Cal Administrative Activities (MAA) Specialist | 30 |
| Instructional Technology Assistant | 24 | Personnel Clerk | 30 |
| Library Technician | 26 | Bus Driver / Transportation Coordinator | 31 |
| Maintenance Clerk | 28 | Grounds and Maintenance Worker | 32 |
| Maintenance/Grounds Lead | 35*ML | Maintenance Technician Apprentice | 32 |
| Maintenance Technician | 35 | Office Manager | 32 |
| Maintenance Technician Apprentice | 32 | Warehouse/Grounds Worker | 33 |
| Medi-Cal Administrative Activities (MAA) Specialist | 30 | Accounts Technician | 35 |
| Office Clerk | 28 | Computer Technician | 35 |
| Office Manager | 32 | Educational Sign Language II | 35 |
| Parent Coordinator | 22 | Maintenance Technician | 35 |
| Personnel Clerk | 30 | Maintenance/Grounds Lead | 35*ML |
| Van Driver | 24 | Administrative Secretary - Instruction | 36 |
| Warehouse/Grounds Worker | 33 | HVACR Maintenance Technician | 38 |

**Job titles not listed: Child Aide, Healthy Start Coordinator, Piano Accompanist, Instructional Materials Clerk

Effective 12/15/2020

APPENDIX B SALARY SCHEDULE INDEX

OROVILLE CITY ELEMENTARY SCHOOL DISTRICT 2021 - 2022 CLASSIFIED SALARY SCHEDULE INDEX

| JOB TITLE | RANGE | JOB TITLE | RANGE |
|---|-------|---|-------|
| Accounts Technician | 35 | Campus Supervisor | 20 |
| Administrative Secretary - Instruction | 36 | Bus Transportation Aide | 21 |
| Bilingual Parent Liaison/Instructional Assistant | 23 | Food Service Worker | 21 |
| Bilingual Parent Liaison/Special Education Liaison/ Instr Asst II | 26 | Cafeteria / Office Clerk | 22 |
| Bus Driver | 30 | Cooks Assistant | 22 |
| Bus Driver / Transportation Coordinator | 31 | Instructional Assistant | 22 |
| Bus Transportation Aide | 21 | Parent Coordinator | 22 |
| Business / Attendance Clerk | 29 | Bilingual Parent Liaison/Instructional Assistant | 23 |
| Cafeteria / Office Clerk | 22 | Instructional Assistant - Bilingual | 23 |
| Campus Supervisor | 20 | Instructional Assistant - Special Education I | 23 |
| Clerk II | 30 | Instructional Technology Assistant | 24 |
| Computer Technician | 35 | Van Driver | 24 |
| Cook | 26 | Bilingual Parent Liaison/Special Education Liaison/ Instr Asst II | 26 |
| Cooks Assistant | 22 | Cook | 26 |
| Courier | 30 | Health Assistant I | 26 |
| Custodian/Grounds Worker | 30 | Instructional Aide - Special Education II | 26 |
| Educational Sign Language I | 28 | Library Technician | 26 |
| Educational Sign Language II | 35 | Business / Attendance Clerk | 29 |
| Food Service Clerk | 28 | Educational Sign Language I | 28 |
| Food Service Worker | 21 | Food Service Clerk | 28 |
| Grounds and Maintenance Worker | 32 | Maintenance Clerk | 28 |
| Health Assistant I | 26 | Office Clerk | 28 |
| Health Assistant II | 30 | Bus Driver | 30 |
| HVACR Maintenance Technician | 38 | Clerk II | 30 |
| Instructional Assistant | 22 | Courier | 30 |
| Instructional Assistant - Bilingual | 23 | Custodian/Grounds Worker | 30 |
| Instructional Assistant - Special Education I | 23 | Health Assistant II | 30 |
| Instructional Aide - Special Education II | 26 | Medi-Cal Administrative Activities (MAA) Specialist | 30 |
| Instructional Technology Assistant | 24 | Personnel Clerk | 30 |
| Library Technician | 26 | Bus Driver / Transportation Coordinator | 31 |
| Maintenance Clerk | 28 | Grounds and Maintenance Worker | 32 |
| Maintenance/Grounds Lead | 35*ML | Maintenance Technician Apprentice | 32 |
| Maintenance Technician | 35 | Office Manager | 32 |
| Maintenance Technician Apprentice | 32 | Warehouse/Grounds Worker | 33 |
| Medi-Cal Administrative Activities (MAA) Specialist | 30 | Accounts Technician | 35 |
| Office Clerk | 28 | Computer Technician | 35 |
| Office Manager | 32 | Educational Sign Language II | 35 |
| Parent Coordinator | 22 | Maintenance Technician | 35 |
| Personnel Clerk | 30 | Maintenance/Grounds Lead | 35*ML |
| Van Driver | 24 | Administrative Secretary - Instruction | 36 |
| Warehouse/Grounds Worker | 33 | HVACR Maintenance Technician | 38 |

**Job titles not listed: Child Aide, Healthy Start Coordinator, Piano Accompanist, Instructional Materials Clerk

Effective 12/15/2020

APPENDIX C PERSONNEL EVALUATION FORM

OROVILLE CITY ELEMENTARY SCHOOL DISTRICT Classified Performance Evaluation Form

| | | |
|---|-------------|-------|
| Employee Name: | School Year | Date: |
| Location/Department | | |
| Position Title | | |
| Reason for Review <input type="checkbox"/> 4 Month Probationary <input type="checkbox"/> Biennial (Prior to May 1st) <input type="checkbox"/> Other | | |

| RATING | PERFORMANCE EVALUATION RATINGS DEFINITION |
|-------------------|---|
| Unsatisfactory | Minimal or no evidence of employee performing duties at an acceptable level. Performance is clearly inadequate. Immediate corrective measures are required. |
| Area for Growth | Some evidence of employee performing duties at an acceptable level. However, some areas need improvement. |
| Satisfactory | Employee performs duties adequately and effectively. Evidence of meeting expectation. |
| Exceeds Standards | Employee exceeds performance standard. Evidence of exceeding expectation. |

| Please provide a rating for every indicator. Write an explanation below for each rating of "unsatisfactory" and/or "area for growth". Attach additional sheets if necessary. | Un-Satisfactory | Area for Growth | Satisfactory | Exceeds Standards |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| 1. Quality of Work – Work is accurate, thorough, and neat. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Quantity of Work – Effectively produces work in a timely manner, in accordance with job description and the District needs. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Job Knowledge – Demonstrates knowledge of job duties. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Job Skills – Demonstrates skill in job performance, requiring minimal direction. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Flexibility and Adaptability – Learns new tasks and assignments willingly. Handles situations appropriately as they arise, even under stress. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Initiative – Seeks new or additional assignments when appropriate or necessary. Involved in solving problems and offers constructive solutions. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Judgment and Decision Making – Uses good judgement and makes appropriate decisions. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Organization – Tasks are organized, prioritized, and planned out. Materials, equipment, and work area are clean, organized, and ready. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Efficiency – Tasks are completed efficiently. Materials are organized and used efficiently. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Care and Operation of Equipment – Properly maintains and operates equipment. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. Safety – Follows safety guidelines. Maintains and promotes a safe work environment. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. Compliance – Has adequate knowledge of and adheres to District, department, and building policies and regulations, including appropriate recordkeeping and documentation. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 13. Attendance – Complies with District, department, and building processes and procedures around the use of leaves. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

OROVILLE ELEMENTARY SCHOOL DISTRICT
Classified Performance Evaluation Form: Page 2

Employee Name: _____

School Year _____

Date: _____

| Please provide a rating for every indicator. Write an explanation below for each rating of "unsatisfactory" and/or "area for growth". Attach additional sheets if necessary. | Un-Satisfactory | Area for Growth | Satisfactory | Exceeds Standards |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| 14. Punctuality – Arrives for work and leaves at assigned times. Arrives for work appointment on time. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 15. Appearance – Appearance and attire is professional and appropriate for the work. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 16. Relationships, Communication, and Professionalism – Demonstrates effective working relationships. Represents District values in relationships, communication, and professionalism with all stakeholders. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Strengths and Accomplishments:

Areas Needing Improvement (Unsatisfactory and/or Area for Growth): ☐ Performance Improvement Plan

Recommendations

Employee Comments:

Name of Evaluator (printed) _____

Position Title _____

Evaluator's Signature _____

Date: _____

*I understand my signature signifies I have read the material to be filed. It does not indicate agreement with its content. I understand I have the right to respond in writing within 10 days. I understand that my comments will be attached to the form in my personnel file.

Name of Employee (printed) _____

Employee's Signature _____

Date: _____

Superintendent or Designee Initials of Unsatisfactory Rating(s) _____

Adopted by Board of Trustees 11/15/2017

APPENDIX CI
PERFORMANCE IMPROVEMENT PLAN (PIP)

OROVILLE CITY ELEMENTARY SCHOOL DISTRICT
Performance Improvement Plan (PIP)

Employee Name _____ Review Date: _____

Position Title: _____ Site: _____

Please be as specific as possible in describing all three of the areas listed below:

WHAT IS

A statement of the specific issues and how the supervisor sees the employee's work performance.

WHAT SHOULD BE

A statement of what the conditions would look like if the employee's work performance were acceptable.

SUPPORT BEING OFFERED

A statement of the support being offered to the employee which would enable the employee to work at an acceptable level in areas identified as needing

FOLLOW UP

☐ 1 Month ☐ 2 Months ☐ 3 Months ☐ Other:

This document will be placed in your personnel file. If you wish to respond to this document either orally or in writing, you may do so within 10 calendar days from the date below. If you submit a written response, it will be attached to this document and placed in your personnel file.

Employee Signature _____ Date _____ Supervisor Signature _____ Date _____

APPENDIX D
GRIEVANCE FORMS

OROVILLE ELEMENTARY SCHOOL DISTRICT
GRIEVANCE FORM LEVEL I

Name of Grievant: _____ Position: _____

Work Location: _____ Site Administrator: _____

Article and section number of Agreement alleged to be violated:

State in specific detail the facts of the alleged violation including the time and places and description of the particular incidents and the names of the persons involved:

State specific remedy sought:

Has this grievance been discussed with your site administrator? _____

State decision rendered by the informal conference with site administrator:

Grievant's Signature

Date of Distribution: _____

Site Administrator: _____ Date: _____

The grievant shall complete this form and submit it to his/her site administrator within ten (10) days of the occurrence of the grievable act. Failure to do so will render the alleged grievance null and void. A day is defined as a day the District Administration Office is open. The grievant may append pages to this sheet.

**OROVILLE ELEMENTARY SCHOOL DISTRICT
GRIEVANCE APPEAL FORM LEVEL II (OPTIONAL)**

Name of Grievant: _____ Position: _____

Work Location: _____

1. I wish to appeal the grievance reply signed by (see reply form).

Name: _____ Title: _____

Date: _____

2. Article and section number of Agreement alleged to have been violated:

3. Clearly state your view of the issue: _____

4. State the clear concise reason for appeal to Level II: _____

Grievant's Signature

Date

The grievant shall complete this form and submit it to the Director of Personnel for the purpose of seeking resolution through the Interest Based (CFIER) Process between the teachers' association and district management. This must be done within ten (10) days of receipt of the reply to LEVEL I or within ten (10) days following the final time limit of LEVEL I if the site administrator has failed to respond. Failure to submit this form within the time limits will render the alleged grievance null and void. A day is defined as a day the District Administration Office is open.

The grievant shall attach a copy of his/her grievance to LEVEL I and a copy of the reply to LEVEL I if a written reply to LEVEL I was received.

**OROVILLE ELEMENTARY SCHOOL DISTRICT
GRIEVANCE APPEAL FORM LEVEL III**

Name of Grievant: _____ Position: _____

Work Location: _____

1. I wish to appeal the grievance reply signed by (see reply form).

Name: _____ Title: _____

Date: _____

2. Article and section number of Agreement alleged to have been violated: _____

3. Clearly state your view of the issue: _____

4. State the clear concise reason for appeal to Level III: _____

Grievant's Signature

Date

The Superintendent shall communicate his/her decision within ten (10) days after receiving the grievance. Decisions will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the president of the Association. If the administrator does not respond within the time limits, the grievant may appeal to the next level. Time limits for appeal shall begin the day following receipt of written decision by the parties in interest.

The grievant shall attach a copy of his/her grievance to LEVEL I and II (if utilized) and a copy of the replies to LEVEL I and II if written replies to LEVEL I and II were received.

**OROVILLE ELEMENTARY SCHOOL DISTRICT
GRIEVANCE APPEAL FORM LEVEL IV**

TO: CALIFORNIA STATE MEDIATION AND CONCILIATION SERVICE

FROM: _____
Name of Grievant

SUBJECT: EMPLOYEE GRIEVANCE APPEAL TO MEDIATOR

Article and section number of Agreement alleged to have been violated: _____

This grievance has been processed through LEVEL I, II (if utilized) and III: Yes No

Grievant's Signature

Date

The grievant shall complete this form, file it with the District, and submit it to the Association for transmittal to the State Mediation and Conciliation Service within ten (10) days of receipt of the reply to LEVEL III or within ten (10) days following the final time limit of LEVEL III if the Superintendent has failed to respond. Failure to submit this form within the time limits will render the alleged grievance null and void. A day is defined as a day the District Administration Office is open.

(Supplementary material may be attached)

Work Location: _____ Site Administrator: _____

3. Reasons for Decision:

Associate Superintendent, Human Resources: _____

APPENDIX E **JOB FAMILIES**

CLERICAL

Accounts Technician
Administrative Secretary Instruction
Business/Attendance Clerk
Cafeteria and Office Clerk
Food Service Clerk
Health Assistant I & II
Maintenance Clerk
Med-Cal Administrative Activities Specialist (MAA)
Office Clerk
Office Manager
Parent Coordinator
Personnel Clerk

INSTRUCTIONAL AIDES

Instructional Assistant
Instructional Assistant Bilingual
Instructional Assistant Special Education I
Instructional Aide Special Education II
Instructional Technology Assistant
Bilingual Parent Liaison/Instructional Assistant
Campus Supervisors
Educational Sign Language I
Educational Sign Language II
Library Technician

MAINTENANCE/GROUNDS

Bus Driver
Bus Driver Transportation Coordinator
Bus Transportation Aide
Computer Technician
Custodian / Grounds Worker
Grounds / Maintenance Technician
HVACR Maintenance Technician
Maintenance Technician
Maintenance Technician Apprentice
Van Driver
Warehouse/Grounds Worker

FOOD SERVICE

Cook
Food Service Worker I/Cook Assistant
Food Service Worker II

APPENDIX F
CRITICAL SIDE LETTERS AND MEMORANDUMS OF UNDERSTANDING
Ratified 12-13-12

Establishing a classification of Medi-Cal Administrative Activities (MAA) Specialist:

1. The parties agree to establish and utilize the job description for the classification of MAA Specialist.
2. The MAA Specialist classification will be placed at Range 30 of the classified salary schedule.
3. The parties agree to recruit and hire one (1) part time MAA Specialist to work four (4) hours per day and ninety (90) days per year. The assigned work days during the year will fall into four (4) distinct time periods associated with quarterly reporting.
4. The parties agree that the MAA Specialist will be established and utilized on a pilot project basis. The pilot project will extend from the date of hire of the MAA Specialist through June 30, 2014. During the period of the pilot project, the position will be considered a short-term position as defined by Section 45103 of the Education Code. The MAA Specialist will become a regular classified classification and the position will become permanent in the event the parties do not renegotiate the provisions of the Agreement or the District does not formally and in writing terminate the pilot project by or before June 30, 2014.
5. Every effort will be made to fill the MAA Specialist position in-house prior to any outside recruitment efforts. It is agreed that because this is a pilot project and because the individual employed to fill this position will be considered a short-term employee, that no benefits under the CSEA contract or applicable law related to classified employees will accrue to the employee during the term of this pilot project.

APPENDIX F1

Accounts Technician Classification – Job Description and Salary

Ratified 12-13-12

1. The parties agree to the job description for CSEA bargaining unit classification of Accounts Technician.
2. Based upon the duties required by the job description and a study of the internal salary structure of CSEA bargaining unit classifications, the parties agree that the salary range for this classification shall be set at Range 35. The parties further agree that, as a result, there shall be no need for a market survey of comparable districts employing positions in similar classifications to the Accounts Technician classification within the District and CSEA bargaining unit.

APPENDIX F2

Instructional Assistant/Cafeteria Office Clerk positions at Bird Street School:

10/27/2011

Regarding the splitting of the vacant five and one-half (1/2) hour Instructional Assistant/Cafeteria Office Clerk position at Bird Street School:

1. The above named position shall be split into two positions as follows:
 - A. A three (3) hour Instructional Assistant position.
 - B. A three and one-half (3 ½) hour position comprised of three (3) hours working as an Instructional Assistant plus one-half (1/2) hour working as a Cafeteria Office Clerk. By mutual agreement the parties to this agreement may subsequently negotiate and agree to separating the two classifications, but they shall remain permanently joined unless and until such an agreement is reached.
 - C. These two positions will be flown in house for purposes of filling the vacancies. If no qualified in-house candidates apply, the District may then post the vacancy to the public.
2. The full scope of job duties and functions will not be expected for the Cafeteria Office Clerk portion of the vacant three and one-half (3 ½) hour Instructional Assistant/Cafeteria Office Clerk position. Instead, the incumbent hired to fill this position will only be expected to provide minimum levels of clerical coverage for the School Secretary while the School Secretary is on lunch break.
3. Any employee who is hired to assume the three and one-half (3 ½) hour Instructional Assistant/Cafeteria Office Clerk position will be paid at the regular rate of pay of a Cafeteria Office Clerk for the half-hour he/she provides clerical coverage for the School Secretary. Should the employee so hired provide additional clerical coverage during any day, he/she shall also be paid at the appropriate rate of pay for those duties, which shall normally be at the rate of pay for a Cafeteria Office Clerk. An employee hired into this position shall not be required to pass any eligibility test for the Cafeteria Office Clerk classification and shall not accrue seniority in the Cafeteria Office clerk classification.

APPENDIX F3
GRIEVANCE SETTLEMENT SPECIAL EDUCATION CLERK RECLASSIFIED AS
SCHOOL SECRETARY

9/26/12

Grievance Settlement: Special Education Clerk Reclassified as School Secretary

This grievance settlement is entered into in the matter of the disputes regarding the proper classification of “Special Education Clerk” and the workload association with the lone position in that classification.

Representatives of the California School Employees Association and its Oroville Chapter #618 (“CSEA”) and the Board of Trustees of the Oroville City Elementary School District (“The District”) met at each stage of the grievance procedure through Level III. The parties agree that it is in their mutual best interests to settle the grievance as follows subject to ratification as necessary by each respective party:

The classification of Special Education Clerk will be eliminated and the core duties shall be included in the job description for School Secretary as outlined in the amended job description for School Secretary. Special Education duties associated with the School Secretary position will only be performed by School Secretaries at school sites with 225 or less students. The amended job description for School Secretary is subject to ratification by both parties, and this Agreement does not take effect until after such ratification.

Special Education Clerk position at SDO that is being reclassified as a result of this Agreement will be classified as a School Secretary. This position will remain a four (4) hour position. This is a vacant position which will be flown in-house before any attempt at outside recruitment.

The parties agree that there is approximately six (6) hours per day of special education work that needs to be performed under this agreement by designated School Secretaries as provided by the job description. Four (4) hours of work per day shall be assigned to one of the designated School Secretaries and two (2) hours of work per day will be assigned to the other designated School Secretary. Should either designated School Secretary position be eliminated, the remaining position will be increased to six (6) hours per day.

APPENDIX F4

Unit members will be placed automatically on the substitute list

11/10/2015

Unit members will be placed automatically on the substitute list.

- Their own classification and Campus Supervisor.
- Any position their current classification qualifies them to substitute within.
- Any position in a classification for which they have demonstrated that they meet the minimum qualifications, whether or not the position is related to their classification or not.

Examples: A special Education Aide II can substitute for a Special Education Aide II, Special Education Aide I, Instructional Aide, and Campus Supervisor because holding a position in his/her classification qualifies him/her to do any of these jobs. An Instructional Aide would normally only qualify to substitute for Instructional Aide and Campus Supervisor as this is all their classification qualifies them to do. However, an Instructional Aide who has demonstrated that they meet the qualifications of Special Education Aide I and II, for example, would qualify to substitute in positions in these classifications all so, members can opt-out of any of these substitute lists at any time.

APPENDIX F5
Instructional Assistant-Special Education II shall have their basic work assignment
modified

6/28/2016

1. Rhonda Johnson is currently working four (4) hours per day, four (4) days per week. Her basic assignment shall be changed to four (4) hours per day, five (5) days per week. She will work Monday – Friday and her shift start and end times will be determined by the first day of school in the 2016/17 school year.
2. Amy Francis-Parker is currently working four and one-half (4.5) hours per day, four (4) days per week. Her basic assignment shall be changed to four (4) hours per day, five (5) days per week. She will work Monday – Friday and her shift start and end times will be determined by the first day of school in the 2016/17 school year.
3. Linda Rindlisbacher is currently working four and one-half (4.5) hours per day, four (4) days per week. Her basic assignment shall be changed to four (4) hours per day, five (5) days per week. She will work Monday – Friday and her shift start and end times will be determined by the first day of school in the 2016/17 school year.

APPENDIX F6

NEW EMPLOYEE ORIENTATION

1/16/2018

The purpose of this Agreement is to comply with the provisions of Assembly Bill (AB) 119 (2017) which adds Sections 3555-3559 to the Government Code and amends the Public Records Act at Government Code Section 6254.3. It requires that, absent a waiver by CSEA, the District is required to (1) give CSEA 10 calendar days' notice of every orientation session absent an urgent critical unforeseen need, (2) provide CSEA with access to new hires during any orientation session, (3) provide CSEA with contact information on new hires within 30 calendar days of hire or the first pay period of the month after the employee is hired, whichever is later, and (4) also provide CSEA with a list of all employees' names and contact information every 120 calendar days.

1. DISTRICT NOTICE TO CSEA OF NEW HIRES

- a) The District shall provide CSEA notice of any newly hired employee, within ten (10) calendar days of date of hire, via an electronic mail. Please include the following information: full legal name, date of hire, classification, and site.

2. EMPLOYEE INFORMATION

- a) "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA unit.
- b) The District shall provide CSEA with contact information on the new hires. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service. The required contact information is contained in Section 2 (d) below.

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

In the event no one is hired on any particular month, the District shall send an e-mail to CSEA confirming they did not hire any new staff that month.

- c) Periodic Update of Contact Information: The District shall provide CSEA with a list of all bargaining unit members names and contact information on the last working day of September, January, and May. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service. The required contact information is contained in Section 2 (d) below.
- d) The contact information for new hires as outlined in Section 2 (a) and the periodic update required under section 3 (c) shall also include the following information, with each field listed in its own column:

- i. First Name;

- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III);
- v. Job Title;
- vi. Department;
- vii. Primary worksite name;
- viii. Work telephone number;
- ix. Home Street address (incl. apartment #);
- x. City;
- xi. State;
- xii. ZIP Code (5 or 9 digits);
- xiii. Home telephone number (10 digits);
- xiv. Personal cellular telephone number (10 digits);
- xv. Personal email address of the employee;
- xvi. Birth date;
- xvii. Employee ID;
- xviii. CalPERS status (Y/N);
- xix. Hire date.

3. NEW EMPLOYEE ORIENTATION

- a) “New employee orientation” means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- b) The District shall provide CSEA mandatory access to its new employee orientations which will be held every first (1st) and third (3rd) Thursday each month.
 - i. CSEA shall have up to one (1) hour of paid release time for one (1) CSEA representative as designated by the **CSEA Chapter President** to travel to and from the orientation session and to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.
 - ii. The CSEA representative will be provided up to thirty (30) minutes to conduct the orientation itself with the new employee(s).
- c) The District shall include the CSEA membership application and a CSEA provided link for an electronic application, in any employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide the copies of the CSEA membership applications to the District for distribution.
- d) The orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time provided that the orientation occurs after the actual date of hire.
- e) During CSEA’s orientation session, no District manager or supervisor or non-unit employee shall be present.

4. DURATION OF AGREEMENT

- a) Term: This Agreement shall remain in full force and effect from the date this Agreement is signed, through June 30, 2020 and shall be automatically renewed from year to year unless either party serves written notice upon the other between March 1 and April 1, 2019, or any subsequent anniversary date, of its desire to modify the Agreement. If negotiations for a subsequent Agreement continue after June 30, 2020, the provisions of this Agreement shall remain in effect until the negotiation of a new Agreement is completed. In the event an agreement is not reached within sixty (60) calendar days after the demand to negotiation, either party can make a demand for interest arbitration.
- i. Unless mutually agreed to by the Parties, there shall be no reopening of negotiations on this during the life of the Agreement from the date this Agreement is signed, through June 30, 2020.
- b) Savings Clause: If during the life of the Agreement there exists any applicable law, rule, regulation or order issued by governmental authority, other than the District, which shall render invalid or restrain compliance with or enforcement of any provision contained within this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect. Upon written notification by one of the Parties to the other, any portion of the Agreement that is invalidated in accordance with this section shall be opened for negotiations within thirty (30) calendar days of the invalidation.

APPENDIX F7

Y-RATING Cafeteria/Office Clerks reassigned to Campus Supervisors

4/19/2018

1. Nancy Butler Range 22 Step 03 for the 2018-19 school year only.
2. Teresa Davis Range 22 Step 28 for the 2018-19 school year only.
3. At the end of the 2018-19 school year if the employee chooses to remain in a Campus Supervisor position he/she would go to the highest step for a Campus Supervisor.
4. If a unit member finds a different position, Y-Rating will not apply and he/she will be placed on the appropriate step.
5. The following bargaining unit members accepted other positions prior to the Cafeteria/Office Clerk position being eliminated:
 1. Patricia Bishop: 2.0 Health Aide position at Oakdale Heights
 2. Lenita Gaston: An additional .50-hr/day added to current Instructional Aide position
 3. Dolores Blackwell: 3.50-hr/day Library Aide position at Stanford
 4. True Lee: The .50-hr/day Cafeteria/ Office Clerk position at Bird Street will be a .50-hr/day Clerk
6. This MOU is non-precedent setting and in the event that the unit member files for unemployment in June of 2019 the District will not oppose unemployment insurance.

EXHIBIT E
HISTORICAL RECORD OF SALARIES

↓Salaries moved to historical 6/2018↓

Article VI, Section I, Subsection 1.

- A. 4.25% increase shall be applied to the current classified salary schedule for the 2014-15 School Year, retroactive effective January 1, 2015.

The current salary schedule shall be squared to ensure that:

- There is 2.5% difference between Ranges.
- There is a 5% difference between Steps from Step 1 through Step 6.
- There is a 2% difference between Longevity Steps from Step 7 through Step 30.

The salary adjustments will be paid by no later than the May 29, 2015 payroll. Retroactive checks for the period of January 1, 2015 through April 30, 2015 shall be paid by no later than the June 30, 2015 payroll.

- B. Should the state COLA approach to determining basic percentage increases in state funding for public school districts be legislatively altered or abandoned during the period of the Agreement and be replaced by a different funding approach, then the parties agree to meet and negotiate an agreement as to a comparable replacement computation for the above formula. If no agreement is reached, impasse may be declared and the matter submitted to mediation through PERB.

Salary Schedule will be increased by 4.15% effective July 1, 2015. Retroactive checks will be issued by no later than September 30, 2016. This increase to the salary schedule is in addition to the increase granted to cover 50% of the increased costs of health and welfare benefits.

Effective January 1, 2016, modify Range 6 such that Step 1 is \$10.00 per hour and that there is a 5% differential between each step from Step 1 through Step 6 and appropriate differentials between longevity steps 8-30.

**Revised
11/10/15**

↑Salaries moved to historical 6/2018↑

↓Salaries moved to historical 6/2015↓

Article VI, Section I, Subsection 1.

1. No employee has been over paid or underpaid as a result of the typographical error for the 2014-2015 salary schedule

**Revised
4/8/15**

2.

- A. A 2.50% increase shall be applied to the current classified salary schedule for the **2013-2014 School Year**, retroactive effective July 1, 2013;

**Revised
1/16/14**

- B. This agreement contains the entirety of the provisions approved by CSEA and the Board of Trustees concerning the salary schedule adjustment of the 2013-2014 School Year. The agreement shall be effective only after ratifications of the agreement by CSEA membership and the Board of Trustees.

- C. The salary adjustments will be paid on the February 28th, 2014 payroll.

3.

A. The parties agree that the following 4.84% cost-of-living (COLA) adjustment for the **2007-2008 School Year** will occur: **Revised 2/14/08**

- Equalization funding of 0.31% was paid during the 2007-2008 fiscal year .31%
- An off-schedule amount of 2.53% will be paid to current classified employees who worked in the 2007-2008 fiscal year. The calculation will be based on the unit member's placement in 2007-2008 2.53%
- Effective July 1, 2008, 2.0% will be applied to the current classified salary schedule 2.00%
- 4.84%
- Effective July 1, 2008, 2.0% will be applied to the current classified salary schedule
- Both the off-schedule and on-schedule salary adjustments will be paid prior to December 1, 2008.

B. The cost-of-living adjustment (COLA) for the **2006-2007 School Year** was established at 7.18%. This included three sources of revenue limit adjustments, which totaled 7.18%. **Revised 9/22/06**

- 2006-2007 COLA adjustment 5.92%
- Deficit reduction of COLA adjustment from previous fiscal years 0.892%
- Equalization adjustment to the District's revenue limit (one-half of the projected equalization adjustment, to be verified by the parties in May, 2007) 0.35%
- 7.18%
- This adjustment shall be applied to the classified salary schedule, retroactively effective July 1, 2006.
- The remainder of the equalization adjustment shall be verified in May, 2007 and then be added to the June, 2007 pay warrants provided the remainder is 0.25% or greater. If the remainder is less than 0.25%, the adjustment to the salary schedule shall be held and included in the 2007-2008 salary schedule adjustments, in which case, it will be effective July 1, 2007. (The remainder of the equalization adjustment was verified as 0.31% and was added to the classified salary schedule, retroactive to July 1, 2007.)

C. The cost-of-living adjustment (COLA) for the **2005-2006 School Year** was established at 5.475% COLA adjustment applied to the classified salary schedule, retroactive to July 1, 2005.

Equalization funding for 2004-2005 fiscal year- The parties agreed to adjust the salary for all contract hours for unit members by 0.25% retroactively effective as of July 1, 2004 in recognition of equalization aide received by the District in the 2004-2005 fiscal year.

D. The cost-of-living adjustment (COLA) for the **2004-2005 School Year** was revised after the understandings provided in Section D, below, with the following agreement:

1. The District and CSEA, Chapter #618, agree that the cost-of-living adjustment for the 2004-2005 School Year should be 2.08%;
2. The District and CSEA, Chapter #618, agree to remove 0.25% from the 2004-2005 School Year COLA to be placed into a special reserve fund for a future negotiated upgrade in classification, if any, justified by a reclassification study;

- a. In 2007-2008, the parties reviewed salary and benefits packages in agreed-upon comparable districts and determined that for all classifications, employees in the CSEA bargaining unit of the Oroville City Elementary School District are at, or above, the median salary and benefits levels of the agreed-upon comparison districts.
 - b. As a result of these findings, the parties agreed that the 0.25% COLA, which was held in a special reserve account since July 1, 2004, be placed on the classified salary schedule, retroactive to July 1, 2007
 - c. In addition, the parties agreed to distribute the remaining funds currently being held in this special reserve account (for 2004-2005; 2005-2006; and 2006-2007) to all current classified employees as a one-time bonus. The total funds will be divided by the full-time equivalent number of classified positions in the CSEA bargaining unit to determine the amount of one (1) full share. Classified employees shall receive a prorated portion of those funds based upon their weekly hours of work. For example, a forty (40) hour employee will receive one (1) full share of the bonus payment. A current employee is defined as any employee in the bargaining unit employed by the District on February 19, 2008.
 - d. The placement on the salary schedule of the 0.25% and the payment of the one-time bonus shall be completed by March 1, 2008 and be reflected on the March 31, 2008 pay warrant.
3. The actual COLA to be applied to the classified salary schedule shall be 1.83%, retroactively applied as of July 1, 2004;
 4. The parties agree that the State's equalization adjustment to the District's revenue limit for the current 2004-2005 School Year is not yet known for certain; therefore, when the equalization adjustment is known in or around March, 2005, the District will qualify the adjustment as a percentage (%) of COLA. If the equalization adjustment is equal to 0.25% or greater, an additional COLA adjustment will be made to the classified salary schedule for the 2004-2005 School Year, retroactive to July 1, 2004.

If the equalization adjustment is less than 0.25%, then the adjustment will be added to the normal cost-of-living adjustment for the 2005-2006 School Year and applied to the classified salary schedule at that time;
 5. The parties acknowledge that there exists a deficit of approximately 1.86% unfunded COLA for the 2003-2004 School Year and a 0.3% deficit of the revenue limit from the 2003-2004 School Year which has not been included in the current year COLA. At which time the State restores these deficits, they will be the subject of future salary schedule adjustments, as negotiated between the parties. The District will continue to chart the State allocations, COLA's, and State deficits to preserve this agreement.
- E. The cost-of-living adjustment (COLA) for the 2003-2004 and 2004-2005 School Years was established with the following understandings:
1. The parties agree that the deficit of 1.2% COLA will be absorbed by the District for the 2003-2004 School Year;

2. The parties agree that the solution to the application of the 1.2% deficit COLA shall be handled in an equitable manner for all employee groups;
 3. The parties agree that for the 2004-2005 School Year, CSEA unit members will take furlough days to compensate for the 1.2% negative COLA, not to exceed two days per School Year. For ten-month CSEA unit members, the two days will be selected from the following options: August 17, 2004, November 12, 2004, January 14, 2005, and June 3, 2005. For year-round (Ophir School) CSEA unit members, the furlough day(s) will be mutually determined by supervisor and unit member at a time when a substitute employee is not required. School secretaries and twelve-month unit members will take the furlough day(s) as mutually determined at times when a substitute employee is not required;
 4. Furlough days will not set a precedence for scheduling of vacation days;
 5. Should the State Legislature and governor approve a State budget with a positive- funded COLA greater than 1.2% for the 2004-2005 School Year, the District will verify with CSEA the actual funded COLA. The District will then calculate the positive adjustment to the classified salary schedule by using the positive COLA for 2004-2005, less the negative COLA of 1.2% for the 2003-2004 School Year, with the difference to be applied to the classified salary schedule for the 2004-2005 School Year;
 6. Should the 1.2% negative COLA for the 2003-2004 School Year be restored by the State, CSEA agrees that CSEA unit members have already received the 1.2% COLA (since the District is currently absorbing the negative 1.2% COLA) and, therefore, will not bargain for it again;
 7. If a positive COLA is funded during the 2004-2005 School Year, after the date the furlough day(s) have been taken by a CSEA unit member, then the CSEA unit members affected may take additional paid vacation days in the subsequent 2005-2006 School Year to compensate for the furlough day(s) taken, at a time when substitute employees are not required;
 8. Provided furlough days are used, the CSEA unit members' hourly rate of pay shall remain constant for the 2004-2005 School Year. The parties agree that monthly pay warrants shall be adjusted to be paid in equal amounts based upon each unit member's possible earnings for the 2004-2005 School Year;
 9. This tentative agreement is designed to solve the issues relating to COLA for the 2003-2004 and 2004-2005 School Years only. Either party may request to reopen the issues addressed in this tentative agreement for the 2005-2006 School Year and for future years.
- F. The District and CSEA agree that the District will apply the two percent (2%) State-adopted cost-of-living adjustment (COLA) to the classified salary schedule when the COLA is known after July 1, 2002;
- G. The COLA for the **2001-2002 School Year** was 3.87%, applied evenly to the entire classified salary schedule, retroactively, effective July 1, 2001. The COLA was reflected on the pay warrants for all CSEA, Local #618, unit members, on or before the September 30, 2001 payroll. Retroactive payment for the months of July and August were issued as part of the October pay warrants for CSEA unit members who are year-round employees.

- H. The COLA for the **2000-2001 School Year** was 10.166%. This percentage includes a 3.17% COLA from the State plus a 6.99% COLA adjustment which reflects the State's elimination of the 6.99% deficit reduction.
- I. The COLA will be paid on a retroactive basis to July 1, 2000. The pay warrant on September 30, 2000 will include the new COLA as applied to the previous 1999-2000 School Year Schedule. The pay warrant on October 31, 2000 will include the retroactive payments to employees who work in the year-round schools during the months of July and August. All other adjustments will be completed by November 30, 2000.

↑Salaries moved to historical 6/2015↑

↓Salaries moved to historical 6/2009↓

1. All unit members represented by CSEA, Local #618, shall be granted a 4.4% cost of living adjustment for the 1997-98 School Year, retroactively to July 1, 1997. This COLA is reflective of the 1997-98 State funded COLA of 2.65% and a 1.735% State deficit reduction of prior years' unfunded COLA rounded to 4.4%.
 - A. Should additional state funding sources become available to the District during the 97/98 School Year, which are currently not known, either party to this agreement may reopen negotiations during the current school year.
2. Variable paychecks and timesheets:
 - A. All employees who earn extra pay, substitute out of class or in class, will be paid on September 10, 1997 for all work earned during the month of August. This is the same process used to pay employees in past months;
 - B. On the September timesheets, all classified employees described above in paragraph A, will report only the work earned through September 25 and the variable paycheck paid on October 10, 1997 will only include pay for the first 25 days of September only;
 - C. Beginning with the September/October, 1997, timesheet, classified employees described above in paragraph A will report work earned for the period September 26 through October 25, which is the equivalent to a full month's earnings. In other words, starting on September 26, 1997, all timesheets will reflect the last few days of one month (days from the 26th of the month to the end of the month) and the first 25 calendar days of the next month.
 - D. The variable paycheck on November 10, 1997 will reflect work completed from September 26, 1997 through October 25, 1997, or a full month's wages. All future variable paychecks after November will also reflect a full month's wages.

The change in the process of calculating the variable pay checks' earned shall not effect the process used by the District to pay CSEA unit members who receive their pay warrants on the last working day of each month.

↑Salaries moved to historical 6/2009↑

HISTORICAL RECORD OF FRINGE BENEFITS

↓Fringe Benefits moved to historical 6/2015↓

1. **The Agreement Concerning Health and Medical Benefits for 2014-2015**

Revised
4/24/14

- A. The District will contribute \$845 per month per full-time equivalent unit member toward payment of the medical plans;
- B. The parties will meet again in September to review the district contribution for 2014-2015;
- C. Unit members will have the option of selecting a medical plan from the four plans offered by Butte Schools Self Funded JPA for the 2014-15 School Year;
- D. The parties agree to maintain Delta Dental Plan 9 and Vision Services Plan 5, with the District paying full monthly premium for all full-time equivalent unit members;

2. **The Agreement Concerning Health and Medical Benefits for 2013-2014**

Revised
9/12/13

- A. The parties agree to maintain the Silver Plan as the primary medical plan of the District for the 2013-2014 School Year. Effective July 1, 2013, the District will contribute \$815 per month per full time equivalent unit member toward payment of the medical plans;
- B. Unit members will have the option of selecting a medical plan from the five plans offered by Butte Schools Self Funded JPA for the 2013-2014 School Year;
- C. The parties agree to maintain Delta Dental Plan 9 and Vision Services Plan 5, with the District paying full monthly premium for all full-time equivalent unit members;

3. **The Agreement Concerning Health Benefits for 2012-2013**

Revised
4/12/12

- A. The parties agree to maintain the Silver Plan as the primary medical plan of the District for the 2012-2013 School year. The District will contribute \$788 per month per full time equivalent unit member toward payment of the medical plans;
- B. Unit members will have the option of selecting a medical plan from the five plans offered by Butte Schools Self Funded JPA for the 2012-13 School Year;
- C. The parties agree to maintain Delta Dental Plan 2A and Vision Services Plan B4, with the District paying full monthly premium for all full-time equivalent unit members;

↑Fringe Benefits moved to historical 6/2015↑

↓Fringe Benefits moved to historical 6/2012↓

1. **The Agreement Concerning Health Benefits for 2011-2012**

Revised
4/26/11

- A. The parties agree to maintain the Silver Plan as the primary medical plan of the District for the 1011-2012 School year. The district will contribute \$788 per month per full time equivalent u nit member toward payment of the medical plans;

- B. Unit members will have the option of selecting a medical plan from the five plans offered by Butte Schools Self Funded JPA for the 2011-12 School Year;
- C. The parties agree to maintain Delta Dental Plan 2A and Vision Services Plan B4, with the District paying full monthly premium for all full-time equivalent unit members;

2. **The Agreement Concerning Health Benefits for 2010-2011**

- A. The parties agree to maintain the Silver Plan as the primary medical plan of the District for the 2010-2011 School year. The District will contribute \$788 per month per full time equivalent unit member toward payment of the medical plans Revised
5/03/10
- B. Unit members will have the option of selecting a medical plan from the five plans offered by Butte Schools Self Funded JPA for the 2010-11 School Year;
- C. The parties agree to maintain Delta Dental Plan 2A and Vision Services Plan B4, with the District paying full monthly premium for all full-time equivalent unit members;

3. **The Agreement Concerning Health Benefits for 2007-2008-2009-2010:**

- A. The parties agree to maintain the Option 1/Silver Plan as the primary medical plan of the District for the 2007-2010 School Year. The District will contribute \$788 per month per full-time equivalent unit member toward payment of the premium; Revised
4/12/07
- B. Unit members will have the option of selecting a medical plan from the four plans offered by Butte Schools Self-Funded JPA for the 2007-2010 School Year;
- C. The parties agree to maintain Delta Dental Plan 2A and Vision Services Plan B4, with the District paying the full monthly premium for all full-time equivalent unit members.

4. **The Agreement Concerning Health Benefits for 2006-2007:**

- A. The District will provide all full-time unit members with the Blue Cross- Silver Plan as the District standard for medical insurance for the 2006-2007 School Year by paying the entire monthly premium, so unit members have no out-of-pocket expense for premium costs;
- B. The current dental and vision coverages for full-time unit members, including the \$2,000.00 annual limit on dental coverage, will be continued into the 2006-2007 School Year, with the District paying the entire monthly premium, so unit members have no out-of-pocket expense for premium costs;

5. **The Agreement Concerning Health Benefits for 2003-2006:**

- A. CSEA unit members who receive health benefits will pay premium increases for the 2003-2004 School Year;
- B. CSEA unit members shall pay for 15% of the total cost of all premiums, and the District will pay 85% of the total cost of all premiums for medical, dental, and vision coverage for the 2004-2005 and 2005-2006 School Years;

- C. The parties agree that the standard for health coverages is Blue Cross Option I Plan for medical coverage, Vision Service Plan (VSP) Plan B with a \$15.00 co-pay for vision coverage, and Delta Dental Composite Plan 2A with a maximum of \$2,000.00 usage per year for dental coverage;
- D. CSEA unit members shall be offered the ability to purchase a more expensive medical plan than the Option I plan or decide on a lesser plan to reduce out-of-pocket expenses, as appropriate to the unit member's family needs; however, all unit members will receive the District standard coverage for dental and vision coverage, without the option of other coverages;

The above agreement contains the entirety of the understanding between CSEA, Chapter #618, and the District concerning health benefit coverages for the three-year period, July 1, 2003 through June 30, 2006.

6. The Agreement Concerning Health Benefits for 2002-2003:

- A. The District standard for health benefits for the 2002-2003 School Year shall be maintained as the Blue Cross Option I Plan, as provided by the Butte Schools Self-Insured Schools JPA;
- B. The District will maintain the current vision plan and current dental plan (based upon a maximum coverage of \$1,000 per year) for the 2002-2003 School Year. Unit members actually receive a maximum coverage of \$2,000 per year dental coverage by paying \$4.00 per month additional premium;
- C. The District shall make monthly premium payments of \$553 per month per unit member to maintain the Blue Cross Option I plan coverage for the 2002-2003 School Year. This reflects an increase of \$55.00 per month over the premium rate paid during the 2001-2002 School Year. One-half of the premium rate increase (\$27.50 per month) will be paid by CSEA members as pre-tax dollars. The remaining increase would be funded by the District. The District's contribution for Option I coverage for the 2002-2003 School Year will be \$525.50 per unit member per month;
- D. CSEA unit members may select alternate health plans, as currently permissible, and either pay the difference between the more-expensive selected plan and the Option I premium, or receive the savings in the premium costs as added to salary for a lesser selected plan;
- E. The District and CSEA agree that the District will apply the State-adopted cost-of-living adjustment (COLA) to the classified salary schedule when the COLA is known after July 1, 2002;
- F. The District shall provide for an open enrollment period from April 30 through May 24, 2002 after the agreement is ratified by both parties. The agreement will be effective July 1, 2002;

The agreement includes the complete understanding between the parties and completes negotiations for the 2002-2003 School Year concerning health and welfare benefits, as well as salary negotiations, for all classified employees represented by CSEA.

7. The Agreement Concerning Health Benefits for 2001-2002:

- A. The current voluntary premium increase payment, which is paid at the rate of \$5.00 per month by CSEA unit members to maintain the lower co-pay on pharmaceuticals, ended on June 30, 2001;

- B. Beginning with the 2001-2002 School Year, effective July 1, 2001, the District will provide as the basic health plan for CSEA unit members the Blue Cross Option I Health Plan, with the higher co-payment for pharmaceuticals. The District will pay the entire premium cost for the Butte Cross Option I coverage, as set by the Butte County Schools JPA. All future increases in the health premiums for the Blue Cross Option I coverage or changes in District- provided health plans will be negotiated by the parties.
8. The District shall commit for the term of the contract a pro-rated amount based upon six (6) hours per duty day for full coverage for each part-time unit member eligible to participate (as specified in Section 11 of this Article) in the fringe benefit plans pursuant to Sections 6 & 7 above.
9. CSEA unit members will pay a \$5.00 premium per month during the 2000-2001 School Year to maintain the current member co-pay for pharmaceuticals at the level provided during the 1999-2000 School Year.
10. The District will provide as the basic health plan the Blue Cross Classic III Health Plan, which includes an RX Prescription Card. This plan will have the same coverage as the regular Blue Cross Classic Plan except the premium will be reduced to \$490 per month due to the introduction of the Prescription Card.
- 11.
- A. The Blue Cross Prudent Buyer Option 1 and Option 2 Health Plans may be selected at the employee's option with the savings, if any, applied as described in Section 11 below. This payment will be issued over ten (10) or twelve (12) months as supplemental pay in their regular paycheck and will not be reflected in the classified salary schedule. All supplemental pay shall be paid by June 30 of the School Year in which it was earned.
- B. Any additional expenses, from the selection of a more expensive plan, will be paid by the employee over ten (10) or twelve (12) months from their regular paycheck. All deductions will be paid by June 30.

↑Fringe Benefits moved to historical 6/2012↑

HISTORICAL RECORD IMPACT AND EFFECT OF LAYOFFS

↓Layoffs moved to historical 6/2012↓

Section 1: Impact and Effect of Classified Layoff for the 2003-2004 School Year

- A. The District has agreed to use unit members as priority substitutes. The laid off unit members will be called first before other substitute employees are called. The laid off unit members shall be given priority status as substitutes in the position(s) they held prior to the layoff and be paid at the step the unit member held at the time of layoff.
- B. The District will maintain health benefits for laid off unit members up to the month when the laid off unit members would normally return to work, with the District contribution being the same level as before the layoff.
- C. Unit members who experience a reduced work year due to the switch from a year-round work schedule to a traditional School Year work schedule shall have three options for pay during the 2003-2004 School Year only. The three options are:
 - A 13-month pay schedule of equal payment, from July, 2003 through July, 2004;
 - A 12-month pay schedule, from August, 2003 through July, 2004; and,
 - An 11-month pay schedule, from August, 2003 through June 2004;

Each unit member who experienced a reduced work year will be surveyed by the business office in May to determine which option the unit member prefers.

- D. Unit members who work out of class shall receive a differential pay.
- E. The District will assist unit members who desire such help in the preparation of resumes. Laid off unit members may also request a letter of recommendation from the District.
- F. Laid off unit members shall be notified at any time during the period they are on the layoff list if there is a position vacancy within the District for which they qualify, unless the unit member notifies the Personnel Office that he/she is no longer available for future work in the District.
- G. The District Business Office will create a work calendar for all classified positions so that all staff with a job-alike position on a traditional school schedule (mid-August through early June) will have the same work calendar, regardless of assigned work site.
- H. The parties agree that volunteers shall not be used in place of laid off unit members.

4/26/11

Effects of layoffs in the 2010-11 fiscal year and anticipated layoffs in the 2011-12 fiscal year.

- 1. The parties agree that the District will not transfer bargaining unit work outside the bargaining unit to any agency, entity, other bargaining unit, management or volunteers. Work may be transferred from one classified employee to another within the same classification provided it does not result in a work speed up.

2. For those laid off bargaining unit members who receive health and welfare benefits, they will continue to receive such benefits for two months after the effective date of layoff.
3. The District will offer laid off bargaining unit members assistance in writing resumes if they are interested and request such assistance.
4. Bargaining unit members who displace other bargaining unit members as a result of exercising their bumping rights will be made to feel welcome and made to feel part of staff in their new work assignment.
5. The District will encourage site administrator to only use the work/educational spaces required for core programs.
6. The District will offer classified bargaining unit members who were laid off the opportunity to substitute in bargaining unit positions for which they are qualified. Employees who were laid off and who are on a valid reemployment list may substitute for an active bargaining unit member who is on extended illness leave and receiving differential pay. For purposes of this agreement the term "laid off" shall mean the employee has separated from service and is not working in any capacity as a regular classified employee.
7. Unit members whose work assignments were laid off, reduced in hours/days, or who voluntarily demoted in lieu of layoff will be allowed to substitute in any classification in which they hold seniority. To be eligible to substitute, the classified employee must have been laid off, reduced by at least one hour per day or have voluntarily demoted in lieu of lay off and must still be on a valid reemployment list. Allowance of such substituting by bargaining unit members is subject to the following provisions of this MOU.
 - A. The absence of the employee being substituted for must be for at least 3 consecutive days. Bargaining unit members who determine that their absence will last for at least 3 consecutive days shall call such absences in directly to the sub desk.
 - B. A classified employee who has been reduced in hours/days or who voluntarily demoted in lieu of layoff may not directly substitute for an employee who is on extended illness leave and receiving differential pay. However, a member whose employment has been severed as a result of layoff and who is on the reemployment list may directly substitute for an absent employee who is on extended illness leave and receiving differential pay.
 - C. The Sub-caller, once notified by an absent employee or by AESOP, will log an employee's absence and contact eligible employee(s) under this MOU first. If an eligible employee wants to substitute, the person administering AESOP will forward the request to the Superintendent or designee for a final decision on approval. Eligible employees will be offered substitute assignments in seniority order regardless of whether they are on the reemployment list for that classification because of a layoff, reduction in hours/days, or a voluntary demotion in lieu of layoff.
 - D. If an eligible employee takes such a substitute assignment, and there is an eligible employee who could substitute for him/her, unless there is some critical time constraint or legitimate District business necessity as determined by the Superintendent, the District will attempt to allow the second eligible employee to back fill that position. However, the District does reserve the right to

backfill that position with a bona fide substitute, including but not limited to the “preferred” substitute.

- E. A decision will be made within two days of the notice of an employee absence on whether a classified employee can sub for an absent employee at another site with conflicting hours. The Superintendent will make reasonable efforts to expedite the decision.
 - F. For absences of greater than five consecutive work days, the Superintendent will review the assignment and determine if the eligible employee will be allowed to continue the substitute assignment every five (5) work days. The Superintendent may terminate the assignment at the conclusion of each five (5) consecutive day period.
 - G. The parties agree to a one-year pilot program from date of agreement. The program will continue after the year unless either party requests to renegotiate prior to the expiration of pilot. If either party requests to renegotiate this agreement, and negotiations are not concluded by one year from the date of this agreement, this agreement shall sunset. The sunset of this agreement, however, shall not preclude the parties from continuing negotiations once commenced under this provision.
8. In accordance with current practice for all bargaining unit members, pay for members on the reemployment list who substitute under this agreement shall be as follows:
- If substituting in a higher classification in which he/she has no seniority, the member will be paid on Step 1 of the higher classification or 5% above their current range and step, whichever is higher.
- If substituting in a higher classification in which he/she has seniority, the member will be paid on the range of the higher classification and on their current step.
- If substituting in a lower classification, the member will be paid on the lower range but at their current step.
9. Either party may reopen negotiations over the effects of layoff for any layoffs which may occur subsequent to the 2011-12 fiscal year. In the event that no party reopens negotiations on the effects of layoff in any subsequent year, this agreement shall remain in full force and effect during that year.

7/02/10

10. Representatives of the California School Employees Association and its Oroville Chapter #618 met on June 21, 2010 and tentatively agreed to the following regarding continuation of medical benefits for laid-off employees.

The Oroville City Elementary School (District) shall maintain current health care benefits for all laid-off Classified Bargaining Unit Members (CSEA Chapter 618) through August 31, 2010. District health care contributions shall remain at the same level as before the layoff.

This agreement shall be effective only after ratification of the agreement by CSEA and the Board of Trustees.

↑Layoffs moved to historical 6/2012↑

HISTORICAL RECORD OF RECLASSIFICATION

↓Reclassification moved to historical 110/22/2021

1. Campus Supervisors

The Campus Supervisor position has been revised through the reclassification process to reflect actual work being performed and to meet the median salary range.

Effective July 1, 2019, the new range will move to 20, which will reflect a 5% increase over their current range 6.

1. The following classifications have been reclassified and revised to reflect actual work being performed:

**Revised
10/16/18**

- a. Bilingual Parent Liaison/Instructional Assistant
- b. Campus Supervisor
- c. Instructional Assistant (Bilingual)
- d. Instructional Assistant
- e. Instructional Assistant – Special Education I
- f. Instructional Technology Assistant
- g. Library Technician

↑Reclassification moved to historical 10/22/2021↑

↓Reclassification moved to historical 12//2018↓

2. In addition to any other increases in compensation, and based upon the salary comparisons of comparable Districts for Maintenance/Operations/Transportation employees, increase the salary range for the following classifications only effect July 1, 2016:

**Revised
2/16/16**

- Van Driver to Range 24
- Bus Transportation Aide to Range 21
- Bus Driver/Transportation Coordinator to Range 31

2. The following classifications have been reclassified and revised to reflect actual work being performed:

**Revised
2/15/18**

- h. Office Clerk
- i. Maintenance Clerk
- j. Accounts Technician
- k. Parent Coordinator
- l. Administrative Secretary – Instruction
- m. Office Manager
- n. Personnel Clerk
- o. Health Assistant I

1. In addition to any other increases in compensation, and based upon the salary comparisons of comparable District for clerical employees, increase the salary range for the following classifications only, beginning July 1, 2018.

**Revised
5/15/18**

- Business Attendance Clerk from range 28 to range 29

1. Carrie Galloway is currently working as a Health Assistant I and will be reclassified to Health Assistant II holding the appropriate certificates, licenses and registrations required, increasing from range 26 to 30, retroactive July 1, 2017. Revised
5/15/18
2. This Memorandum of Understanding is non-precedent setting.

↑Reclassification moved to historical 12/2018↑

↓Reclassification moved to historical 6/2015↓

Article VI, Section I, Subsection 12

12. Schedule for Periodic Reclassification Studies:

The parties agree that a reclassification study shall be completed every seven (7) years, with future studies to be completed in 2006, 2013, 2020, and 2027; Revised
10/11 &
11/17/05

The parties agree that the following school districts shall be included in the study: Auburn Union School District, Buckeye Union School District, Del Paso Heights School District, Enterprise School District, Galt Joint Elementary School District, Pleasant Ridge School District, Red Bluff Elementary School District, Redding Elementary School District, Rescue Union School District, and Robla School District;

The reclassification study shall compare all classifications and include a mean and median rate of pay for each classification, based upon 2004-2005 salary schedules. The median shall use Oroville's salaries to establish a mid-point amongst the eleven districts. However, the mean will be calculated without including the pay rates for Oroville City Elementary School District;

The reclassification study will compare salaries at minimum salary, Year 6, Year 17, Year 30, and at the maximum step for each classification. The study will identify the number of years an employee must work to reach the maximum step;

The reclassification study will provide the comparable school districts with copies of all of the District job descriptions. The comparable districts will then identify the job classification within the district which most closely matches our District's classification. This will be used for comparison purposes. Comparable districts will then return to Oroville City Elementary School District their job descriptions and salary schedules for the completion of the study; The District agrees to update all current job descriptions within the next two years, using staff input in the updating process. This task will be completed by the human resources department.

↑Reclassification moved to historical 6/2015↑

HISTORICAL RECORD OTHER

↓Other moved to historical 12/2018↓

Article XXI, Section I

1. Effective January 1, 2016, Campus Supervisors shall be paid at Range 6, Step 1 of the Salary Schedule. Revised
11/10/15
2. Selection of Campus Supervisors shall be at the sole discretion of the District. Article XI shall not apply when filling Campus Supervisor vacancies. Campus Supervisors do not attain permanent status and shall not be subject to the provisions of Article XVI, (LAYOFF AND REEMPLOYMENT).
3. Employees who work in other classifications are eligible for selection as Campus Supervisors. However, the combined hours of the multiple positions shall be less than six (6) hours per day.
4. Employees who work in other classifications who are selected to also work in positions as Campus Supervisors shall not be eligible for Health and Welfare Benefits as provided by Article VI of this Agreement on the sole basis of the addition of hours as a Campus Supervisor. In other words, if the additional hours would normally make an employee eligible for part-time or full-time Health and Welfare benefits, they will not be eligible for such benefits if those additional hours are assigned as Campus Supervisors.
5. Any employee who, prior to January 1, 2016, works a regular classified assignment combined with a Campus Supervisor assignment who receives Health and Welfare benefits will continue to be eligible for such benefits.
6. The parties agree to renegotiate Article XXI if Educational Employment Relations Act (EERA) statutes regarding representation of "public school employees" is modified by the legislature, or if the Education Code is amended to change the employment status of Campus Supervisors.

Article V, Section 4

A. Summer Recess Work Assignments

Revised
5/18/17

Should the District run programs during the summer recess period (eg. Extended School Year program, Summer School) employees may apply for such assignments and will be selected for assignment in the following order:

- (1) Employees currently working in the classification, based on seniority in that classification. If there are no such employees, then
- (2) Employees who no longer work in the classification but who hold seniority in the classification. If there are no such employees, then
- (3) Any employee who the district, in its sole determination, considers to be qualified and can perform the duties during the summer recess work assignment. These employees will not secure any seniority in the classification on the basis of working the summer assignment.

OROVILLE CITY ELEMENTARY SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS
OROVILLE CHAPTER #618 (CSEA)
2021-2022
MEMORANDUM OF UNDERSTANDING

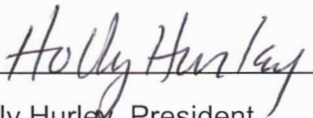
CSEA and OCESD agree that Health Assistant I's may increase their regular work hours to 8 hours/ day in order to assist with the required Covid testing and tracing. Health Assistant I's who are currently working 8 hours/ day may work 5 hours of overtime per week in order to assist with the required Covid testing and tracing. Health Assistant I's will receive health benefits, as well as sick and vacation leaves commiserate with the number of hours they work.

Health Assistant I's will be trained on how to conduct Covid testing and tracing.


Health Assistant I's will revert back to their original hire date work hours on June 30, 2023, but prior to the conclusion of the 2022-2023 school year, CSEA and OCESD will return to the negotiation table to discuss Health Assistant I hours.

In the 2021-2022 school year, CSEA and OCESD will negotiate and complete a reclassification/ salary comparison study on the Health Assistant I job classification.

This tentative agreement is the result of CFIER non-adversarial negotiations between the parties.



Holly Hurley, President
CSEA's Oroville Chapter #618



Dr. Spencer Holtom, Superintendent
Oroville City Elementary School District

11/4/2021

Date

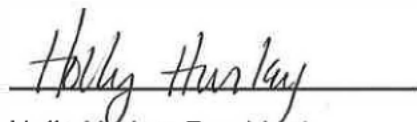
11.4.21


Date

OROVILLE CITY ELEMENTARY SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS
OROVILLE CHAPTER #618 (CSEA)
2021-2022
MEMORANDUM OF UNDERSTANDING

CSEA and OCESD agree to retroactively pay the classified employees that worked the 2021-2022 summer school in the job classification in which they worked. Placement on the salary schedule will be at the same step and column which corresponds to their current job classification.

This tentative agreement is the result of CFIER non-adversarial negotiations between the parties.


Holly Hurley, President
CSEA's Oroville Chapter #618


Dr. Spencer Holtom, Superintendent
Oroville City Elementary School District

9/10/2021
Date

9.10.21
Date

**COVID-19
MEMORANDUM OF UNDERSTANDING (MOU)**

between the

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its
OROVILLE CITY ELEMENTARY CHAPTER # 618 (CSEA)
and the
OROVILLE CITY ELEMENTARY SCHOOL (DISTRICT)**

This memorandum is agreed upon between Oroville City Elementary School District (“District”) and the California School Employees Association and its Oroville City Elementary School District Chapter # 618 (together “CSEA”) concerning the District’s response to the coronavirus (COVID-19) pandemic.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the pandemic.

To these ends, the District and CSEA agree as follows:

- 1) The District will inform CSEA as soon as practicable should it learn of a confirmed or likely coronavirus infection of District employees or students and at which campus or worksite said infection was found.
- 2) The District will train its new employees and other employees as needed in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer). The District shall maintain adequate school-appropriate cleaning supplies to continuously disinfect the school site in accordance with CDPH and Butte County Public Health Department guidance. The District agrees to provide other protective equipment, as appropriate for work assignments, including but not limited to gloves, facemasks, face shields, sanitizer, soap, gowns, etc. CSEA will cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals. Employees are reminded of their duty to do assigned work absent reasonable fears for their health or safety (that is, to grieve assignments rather than refuse them absent evidence that the assigned task puts their own health or another’s health at risk).

- 3) In the event employees of the District are required to report to work during closures, each employee shall receive his/her standard rate of pay.
- 4) In the event a CSEA bargaining-unit employee is exposed to coronavirus or is taken ill with coronavirus, or wishes to self-quarantine for reasonable cause, (employees belonging to populations deemed by the State as uniquely vulnerable to the effects of the virus) the employee may use extended sick leave in conformance with Article 7 of the Collective Bargaining Agreement. Employees may use sick leave differential and catastrophic leave banks (if eligible). The employee may use sick leave pursuant to the provisions of SB 95. This leave can also be used for COVID vaccine appointments, time when side-effects preclude working, and time for a COVID booster shot should such be recommended by public health authorities.
- 5) Pursuant to SB 1159, bargaining unit employees who test positive for COVID-19 within 14 days of having come to work at a District site shall be presumed to have contracted the disease, diagnosed by a physician and confirmed by a positive test, after having come to work at a District site. The District may dispute the presumption of a work-related COVID-19 illness, but the District shall bear the burden of proving that the illness did not occur at work.
- 6) In the event any District facility must be closed (closed to both staff and students), or any District operations are curtailed due to the coronavirus pandemic, CSEA bargaining-unit employees will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment. Thus, for example the District will continue to pay bargaining-unit employees even if they are unable to work at the District facility due to coronavirus-related reduction in use of District facilities. Employees who are not ill will not be required to use paid sick leave or any other form of paid time off during such an eventuality but must remain available to work as needed.
- 7) If the District extends the 2021-22 school year beyond the normal end date or adjusts the work calendar, it will notify CSEA if such plan and meet and negotiate any negotiable effects.
- 8) The District shall address, on a case by case basis, requests by employees who are parents to deal with a childcare provider issue or school emergency caused by coronavirus related closure in conformity with the Labor Code section 230.8 and Article 7 of the Collective Bargaining Agreement regarding Family Leave and/or SB 95, or any other such leave provisions that may be available.
- 9) Reporting Unsafe Conditions: In the interest of protecting community and workplace health, any employee may report, in writing, any unsafe condition in the working environment to the immediate supervisor. The supervisor shall, within two (2) working days, respond verbally and in writing to the employee, with simultaneous copy to CSEA, stating what has been done to make the condition safe or, if no action will be taken, the

reason(s) why. During this time, employees may be temporarily reassigned or shall be able to utilize available paid leave until safety concerns are addressed.

- 10) The District agrees to provide appropriate training to employees on safety protocols and guidelines prior to the beginning of the student instructional year, if requested.
- 11) The District agrees to continue the use of physical barriers as practicable, such as sneeze guards and partitions as requested.
- 12) The District and CSEA acknowledge that California Education Code § 45101(a) requires that all classified positions have set duties. However, due to the current unforeseen and unprecedented nature for the current conditions CSEA and the District recognize that some CSEA bargaining unit positions may be asked to perform duties not currently contained within their current job description. The District and CSEA agree this is a temporary solution to a current need and shall not be considered a waiver of CSEA's rights to negotiate the transfer of duties as required by law. This also shall not be considered precedent setting for either party and shall not give any employee a right to any different position or assignment in the future. All temporary transfer of duties shall not extend past the 2021-22 fiscal year.
- 13) The District and CSEA agree that the COVID-19 pandemic has created an increased need for the services of CSEA unit members, in particular, but not limited to, in the areas of cleaning and sanitation. The District pre-authorizes CSEA unit members to work additional hours as follows when the need for their services exists:
 - a. Employees normally scheduled to work 8-hours in a day and 40 hours in a week are pre-authorized to work up to one extra hour per day, to a maximum of 80 hours over the remainder of the 2021-22 school year. The time will be paid as regular, overtime, or double time as required by state law or the parties' collective bargaining agreement. The time should be recorded on an employee's timesheet as Covid hours.
 - b. Employees normally scheduled to work less than 8-hours in a day or 40 hours in a week are pre-authorized to work up to 8-hours per day and 40-hours per week, to a maximum of 120 hours over the remainder of the 2021-22 school year. This MOU does not pre-authorize these employees to work overtime. The time should be recorded on an employee's timesheet as Covid hours.
 - c. These extra hours may be worked within an employee's existing job classification or outside an employee's job description, when sanitizing and/ or supervising students, without requiring additional authorization or procedures. Employees receive extra hour work assignments from their immediate Supervisor.
- 14) If necessary, to meet the needs of the school or department, supervisors will work with unit members to adjust workdays and schedules (not resulting in an increase or reduction

of days or hours) as necessary to meet District needs. Before requiring any employee to make adjustments on an involuntary basis, the District will meet informally with 618 Chapter President to try and resolve the issue. If the issue cannot be resolved at the informal Chapter President level, then the District will negotiate formally with CSEA.

- 15) Disagreements arising from the enforcement of this agreement shall be referred to the grievance procedure outlined in the parties' collective bargaining agreement.

This MOU is a temporary agreement to address the extraordinary circumstances created by the novel coronavirus (COVID-19) pandemic. It does not create any precedents nor establish the status quo for future bargaining purposes. This MOU shall remain in effect until the end of the day on June 30, 2022.

Holly Hurley
Holly Hurley, Chapter President
CSEA Chapter # 618

81 9/21/2021
Date

Spencer Holtom
Spencer Holtom, Ed.D. Superintendent
Oroville City Elementary School District

8/31/21
Date

Nanci Eastman, Labor Relations Representative
CSEA

Date

**COVID-19
MEMORANDUM OF UNDERSTANDING (MOU)**

between the

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its
OROVILLE CITY ELEMENTARY CHAPTER # 618 (CSEA)
and the
OROVILLE CITY ELEMENTARY SCHOOL (DISTRICT)**

This memorandum is agreed upon between Oroville City Elementary School District ("District") and the California School Employees Association and its Oroville City Elementary School District Chapter # 618 (together "CSEA") concerning the District's response to the coronavirus (COVID-19) pandemic.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the pandemic.

To these ends, the District and CSEA agree as follows:

- 1) The District will inform CSEA as soon as practicable should it learn of a confirmed or likely coronavirus infection of District employees or students and at which campus or worksite said infection was found.
- 2) The District will train its new employees and other employees as needed in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer). The District shall maintain adequate school-appropriate cleaning supplies to continuously disinfect the school site in accordance with CDPH and Butte County Public Health Department guidance. The District agrees to provide other protective equipment, as appropriate for work assignments, including but not limited to gloves, facemasks, face shields, sanitizer, soap, gowns, etc. CSEA will cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals. Employees are reminded of their duty to do assigned work absent reasonable fears for their health or safety (that is, to grieve assignments rather than refuse them absent evidence that the assigned task puts their own health or another's health at risk).

- 3) In the event employees of the District are required to report to work during closures, each employee shall receive his/her standard rate of pay.
- 4) In the event a CSEA bargaining-unit employee is exposed to coronavirus or is taken ill with coronavirus, or wishes to self-quarantine for reasonable cause, (employees belonging to populations deemed by the State as uniquely vulnerable to the effects of the virus) the employee may use extended sick leave in conformance with Article 7 of the Collective Bargaining Agreement. Employees may use sick leave differential and catastrophic leave banks (if eligible). The employee may use sick leave pursuant to the provisions of SB 95. This leave can also be used for COVID vaccine appointments, time when side-effects preclude working, and time for a COVID booster shot should such be recommended by public health authorities.
- 5) Pursuant to SB 1159, bargaining unit employees who test positive for COVID-19 within 14 days of having come to work at a District site shall be presumed to have contracted the disease, diagnosed by a physician and confirmed by a positive test, after having come to work at a District site. The District may dispute the presumption of a work-related COVID-19 illness, but the District shall bear the burden of proving that the illness did not occur at work.
- 6) In the event any District facility must be closed (closed to both staff and students), or any District operations are curtailed due to the coronavirus pandemic, CSEA bargaining-unit employees will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment. Thus, for example the District will continue to pay bargaining-unit employees even if they are unable to work at the District facility due to coronavirus-related reduction in use of District facilities. Employees who are not ill will not be required to use paid sick leave or any other form of paid time off during such an eventuality but must remain available to work as needed.
- 7) If the District extends the 2021-22 school year beyond the normal end date or adjusts the work calendar, it will notify CSEA if such plan and meet and negotiate any negotiable effects.
- 8) The District shall address, on a case by case basis, requests by employees who are parents to deal with a childcare provider issue or school emergency caused by coronavirus related closure in conformity with the Labor Code section 230.8 and Article 7 of the Collective Bargaining Agreement regarding Family Leave and/or SB 95, or any other such leave provisions that may be available.
- 9) Reporting Unsafe Conditions: In the interest of protecting community and workplace health, any employee may report, in writing, any unsafe condition in the working environment to the immediate supervisor. The supervisor shall, within two (2) working days, respond verbally and in writing to the employee, with simultaneous copy to CSEA, stating what has been done to make the condition safe or, if no action will be taken, the

reason(s) why. During this time, employees may be temporarily reassigned or shall be able to utilize available paid leave until safety concerns are addressed.

- 10) The District agrees to provide appropriate training to employees on safety protocols and guidelines prior to the beginning of the student instructional year, if requested.
- 11) The District agrees to continue the use of physical barriers as practicable, such as sneeze guards and partitions as requested.
- 12) The District and CSEA acknowledge that California Education Code § 45101(a) requires that all classified positions have set duties. However, due to the current unforeseen and unprecedented nature for the current conditions CSEA and the District recognize that some CSEA bargaining unit positions may be asked to perform duties not currently contained within their current job description. The District and CSEA agree this is a temporary solution to a current need and shall not be considered a waiver of CSEA's rights to negotiate the transfer of duties as required by law. This also shall not be considered precedent setting for either party and shall not give any employee a right to any different position or assignment in the future. All temporary transfer of duties shall not extend past the 2021-22 fiscal year.
- 13) The District and CSEA agree that the COVID-19 pandemic has created an increased need for the services of CSEA unit members, in particular, but not limited to, in the areas of cleaning and sanitation. The District pre-authorizes CSEA unit members to work additional hours as follows when the need for their services exists:
 - a. Employees normally scheduled to work 8-hours in a day and 40 hours in a week are pre-authorized to work up to one extra hour per day, to a maximum of 80 hours over the remainder of the 2021-22 school year. The time will be paid as regular, overtime, or double time as required by state law or the parties' collective bargaining agreement. The time should be recorded on an employee's timesheet as Covid hours.
 - b. Employees normally scheduled to work less than 8-hours in a day or 40 hours in a week are pre-authorized to work up to 8-hours per day and 40-hours per week, to a maximum of 120 hours over the remainder of the 2021-22 school year. This MOU does not pre-authorize these employees to work overtime. The time should be recorded on an employee's timesheet as Covid hours.
 - c. These extra hours may be worked within an employee's existing job classification or outside an employee's job description, when sanitizing and/ or supervising students, without requiring additional authorization or procedures. Employees receive extra hour work assignments from their immediate Supervisor.
- 14) If necessary, to meet the needs of the school or department, supervisors will work with unit members to adjust workdays and schedules (not resulting in an increase or reduction

of days or hours) as necessary to meet District needs. Before requiring any employee to make adjustments on an involuntary basis, the District will meet informally with 618 Chapter President to try and resolve the issue. If the issue cannot be resolved at the informal Chapter President level, then the District will negotiate formally with CSEA.

- 15) Disagreements arising from the enforcement of this agreement shall be referred to the grievance procedure outlined in the parties' collective bargaining agreement.

This MOU is a temporary agreement to address the extraordinary circumstances created by the novel coronavirus (COVID-19) pandemic. It does not create any precedents nor establish the status quo for future bargaining purposes. This MOU shall remain in effect until the end of the day on June 30, 2022.

Holly Hurley
Holly Hurley, Chapter President
CSEA Chapter # 618

7-20-2021
Date

S. Holtom
Spencer Holtom, Ed.D. Superintendent
Oroville City Elementary School District

7-20-21
Date

Nanci Eastman, Labor Relations Representative
CSEA


Date

OROVILLE CITY ELEMENTARY SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS'
OROVILLE CHAPTER #618 (CSEA)


MEMORANDUM OF UNDERSTANDING

CSEA and OCESD agree to extend the use of compensatory time off for employees that were a part of the phase one toxic clean-up crew to June 30, 2022. CSEA and OCESD agree that for any employee who does not use their compensatory time off as it relates to this agreement, will be paid on July 15, 2022.

This memorandum of understanding is the result of CFIER non-adversarial negotiations between the parties.



Holly Hurley, President
CSEA's Oroville Chapter #618



Dr. Spencer Holtom, Superintendent
Oroville City Elementary School District

6/3/2021
Date

6/14/21
Date

**COVID-19 RE-OPENING
MEMORANDUM OF UNDERSTANDING (MOU)**

between the

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its
OROVILLE CITY ELEMENTARY CHAPTER # 618 (CSEA)
and the
OROVILLE CITY ELEMENTARY SCHOOL (DISTRICT)**

October 27, 2020

This memorandum is agreed upon between Oroville City Elementary School District ("District") and the California School Employees Association and its Oroville City Elementary School District Chapter # 618 (together "CSEA") concerning the District's response to the coronavirus (COVID-19) pandemic.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the pandemic.

To these ends, the District and CSEA agree as follows:

- 1) The District will inform CSEA as soon as practicable should it learn of a confirmed or likely coronavirus infection of District employees or students and at which campus or worksite said infection was found.
- 2) The District will train its employees in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer). The District shall maintain adequate school-appropriate cleaning supplies to continuously disinfect the school site in accordance with CDPH and Butte County Public Health Department guidance. The District agrees to provide other protective equipment, as appropriate for work assignments, including but not limited to gloves, facemasks, face shields, sanitizer, soap, gowns, etc. CSEA will cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals. Employees are reminded of their duty to do assigned work absent reasonable fears for their health or safety (that is, to grieve assignments rather than refuse them absent evidence that the assigned task puts their own health or another's health at risk).


- 3) In the event employees of the District are required to report to work during closures, each employee shall receive his/her standard rate of pay.
- 4) In the event a CSEA bargaining-unit employee is exposed to coronavirus or is taken ill with coronavirus, or wishes to self-quarantine for reasonable cause, (employees belonging to populations deemed by the State as uniquely vulnerable to the effects of the virus) the employee may use extended sick leave in conformance with Article 7 of the Collective Bargaining Agreement. Employees who have exhausted accrued sick leave may use extended sick leave per the contract. Employees may use sick leave differential and catastrophic leave banks (if eligible). The employee may use sick leave pursuant to the provisions of the Families First Coronavirus Response Act ("FFCRA") as outlined in Attachment "A".
- 5) Pursuant to SB 1159, bargaining unit employees who test positive for COVID-19 within 14 days of having come to work at a District site shall be presumed to have contracted the disease, diagnosed by a physician and confirmed by a positive test, after having come to work at a District site. The District may dispute the presumption of a work-related COVID-19 illness, but the District shall bear the burden of proving that the illness did not occur at work.
- 6) In the event any District facility must be closed (closed to both staff and students), or any District operations are curtailed due to the coronavirus pandemic, CSEA bargaining-unit employees will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment. Thus, for example the District will continue to pay bargaining-unit employees even if they are unable to work at the District facility due to coronavirus-related reduction in use of District facilities. Employees who are not ill will not be required to use paid sick leave or any other form of paid time off during such an eventuality but must remain available to work as needed.
- 7) Should the District close any schools to address COVID-19, the District shall comply with requirements of California Executive Order N-26-20, so long as it remains in effect and only to the extent it applies to public school districts.
- 8) If the District extends the 2020-2021 school year beyond the normal end date or adjusts the work calendar, it will notify CSEA if such plan and meet and negotiate any negotiable effects.
- 9) The District shall address, on a case by case basis, requests by employees who are parents to deal with a childcare provider issue or school emergency caused by coronavirus related closure in conformity with the Labor Code section 230.8 and Article 7 of the Collective Bargaining Agreement regarding Family Leave and/or the FFCRA, or any other such leave provisions that may be available.
- 10) Reporting Unsafe Conditions: In the interest of protecting community and workplace health, any employee may report, in writing, any unsafe condition in the working

environment to the immediate supervisor. The supervisor shall, within two (2) working days, respond verbally and in writing to the employee, with simultaneous copy to CSEA, stating what has been done to make the condition safe or, if no action will be taken, the reason(s) why. During this time, employees may be temporarily reassigned or shall be able to utilize available paid leave until safety concerns are addressed.


- 11) The District agrees to provide appropriate training to employees on re-opening safety protocols and guidelines prior to the beginning of the student instructional year.
- 12) The District shall adopt and implement procedures in accordance with relevant federal, state, and Butte County Public Health Department orders including, but not limited to, the CDPH guidelines outlined in Attachment "B", the CDE guidelines outlined in Attachment "C" as well as the District's Reopening Plan for 2020-21 as outlined in Attachment "D" to the extent practicable. The District will update the 2020 – 21 reopening plans as conditions change and as needed. The District and CSEA agree to meet & confer if safety concerns arise on the implementation of this section.
- 13) The District agrees to install physical barriers as practicable, such as sneeze guards and partitions at areas where maintaining physical distance of six feet is difficult.
- 14) The District and CSEA acknowledge that California Education Code § 45101(a) requires that all classified positions have set duties. However, due to the current unforeseen and unprecedented nature for the current conditions CSEA and the District recognize that some CSEA bargaining unit positions may be asked to perform duties not currently contained within their current job description. The District and CSEA agree this is a temporary solution to a current need and shall not be considered a waiver of CSEA's rights to negotiate the transfer of duties as required by law. This also shall not be considered precedent setting for either party and shall not give any employee a right to any different position or assignment in the future. Guidelines for all temporary transfer of duties are established in Attachment E. All temporary transfer of duties shall not extend past the 2020-21 fiscal year.
- 15) The District and CSEA agree that the COVID-19 pandemic has created an increased need for the services of CSEA unit members, in particular, but not limited to, in the areas of cleaning and sanitation. The District pre-authorizes CSEA unit members to work additional hours as follows when the need for their services exists:
 - a. Employees normally scheduled to work 8-hours in a day and 40 hours in a week are pre-authorized to work up to one extra hour per day, to a maximum of 80 hours over the remainder of the 2020/2021 school year. The time will be paid as regular, overtime, or double time as required by state law or the parties' collective bargaining agreement. The time should be recorded on an employee's timesheet as Covid hours.

- b. Employees normally scheduled to work less than 8-hours in a day or 40 hours in a week are pre-authorized to work up to 8-hours per day and 40-hours per week, to a maximum of 120 hours over the remainder of the 2020/2021 school year. This MOU does not pre-authorize these employees to work overtime. The time should be recorded on an employee's timesheet as Covid hours.
 - c. These extra hours may be worked within an employee's existing job classification or outside an employee's job description, when sanitizing and/ or supervising students, without requiring additional authorization or procedures. Employees receive extra hour work assignments from their immediate Supervisor.
- 16) If necessary, to meet the needs of the school or department, supervisors will work with unit members to adjust workdays and schedules (not resulting in an increase or reduction of days or hours) as necessary to meet District needs. Before requiring any employee to make adjustments on an involuntary basis, the District will meet informally with 618 Chapter President to try and resolve the issue. If the issue cannot be resolved at the informal Chapter President level, then the District will negotiate formally with CSEA.
- 17) Disagreements arising from the enforcement of this agreement shall be referred to the grievance procedure outlined in the parties' collective bargaining agreement.

This MOU is a temporary agreement to address the extraordinary circumstances created by the novel coronavirus (COVID-19) pandemic. It does not create any precedents nor establish the status quo for future bargaining purposes. This MOU shall remain in effect until either the end of the day on June 30, 2021, or the lifting of the statewide State of Emergency declared on March 4, 2020 in response to the coronavirus outbreak, whichever comes first.


Carla Held, Chapter President
CSEA Chapter # 618


Date


Spencer Holtom, Ed.D. Superintendent
Oroville City Elementary School District


Date


Nancy Eastman, Labor Relations Representative
CSEA


Date

**BETWEEN THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS OROVILLE CITY ELEMENTARY CHAPTER #618
AND
OROVILLE CITY ELEMENTARY SCHOOL DISTRICT**

1. CSEA members who have a lack of work will complete a survey ranking their interest in the following areas and work assignments will be as closely matched to their top ranked items in order to assign them alternate work duties: Clerical, Grounds, Custodial, Distance Instructional Support, Technology, General Maintenance (Painting for example), In-Person Instructional Support, Other.
2. Checklist creates a format of what a unit member is willing and safely able to do outside of their classification.
3. The District will work with CSEA members to find a mutually agreeable daily schedule that matches their current daily number of work hours.
4. These changes to work site, hours and assignment/duties are temporary and CSEA members will return to their regular job site, hours and assignment/duties once school returns to in-person instruction.
5. Whenever possible, the district will provide a 2-day notice when CSEA members are required to change sites.

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS OROVILLE ELEMENTARY CHAPTER # 618
AND
OROVILLE CITY ELEMENTARY SCHOOL DISTRICT

This Memorandum of Understanding is between the California School Employees Association and its Oroville Elementary Chapter # 618 ("CSEA") and Oroville City Elementary School District ("District") concerning a new job description for the 2020-2021 school year.

Representatives of CSEA and the District met on June 17, 2020 and agreed to the following:

1. The parties agree to the newly created Lead Maintenance /Grounds classification and attached job description.
2. In the 2020-2021 school year, for the increased duties and responsibilities the Lead Maintenance/Grounds classification shall receive a 10% increase in salary.
3. If the District proposes the job duties change or increase, the parties agree to meet and negotiate the decision and effects of any proposed change or increase prior to implementation.
4. This Memorandum of Understanding shall expire on or after June 30, 2021, absent the party's mutual agreement to extend this agreement or make the classification permanent.

The Memorandum of Understanding is the result of CFIER non-adversarial negotiations between the parties.

Carla Held
Carla Held
CSEA President Chapter #618

July 17, 2020
Date

Spencer Holtom
Spencer Holtom
Oroville City Elementary School District

7/17/20
Date

Kurt Benfield, CSEA LRR

Date

Lead Maintenance/Grounds job description

Under the general supervision of the superintendent, assistant superintendent or designee the Lead Maintenance/Grounds lead will serve in the following capacities:

- In addition to the normal and regular duties of the Maintenance / Grounds position the Lead Maintenance and Grounds job classification shall also be responsible for:
- serve as lead maintenance/grounds person in the overall operation of the district maintenance department
- Plan, support and schedule maintenance work
- Responsible for working with staff/clerk in the requisition of maintenance materials
- When necessary assist in the selection and purchase of materials from vendors
- Inspects facilities (e.g. repair work, building and grounds projects, equipment, daily work orders, etc.) for the purpose of determining maintenance and repair needs; recommending the removal of fire, safety or other health hazards; and assisting and guiding staff in safe work practices.
- Performs related work as required.

Carla Held
Carla Held
CSEA President Chapter #618
July 17, 2020
Date

Spencer Holton
Spencer Holton
Oroville City Elementary School District
7/17/20
Date

Kurt Benfield, CSEA LRR

Date

- In addition to the normal and regular duties of the Maintenance / Grounds position the Lead Maintenance and Grounds job classification shall also be responsible for:
- serve as lead maintenance/grounds person in the overall operation of the district maintenance department
- Plan, support and schedule maintenance work
- Responsible for working with staff/clerk in the requisition of maintenance materials
- When necessary assist in the selection and purchase of materials from vendors
- Inspects facilities (e.g. repair work, building and grounds projects, equipment, daily work orders, etc.) for the purpose of determining maintenance and repair needs; recommending the removal of fire, safety or other health hazards; and assisting and guiding staff in safe work practices.
- Performs related work as required.

Carla Held

Carla Held

CSEA President Chapter #618

7/17/20
Date

Kurt Benfield, CSEA LRR

S. Holton

Spencer Holton

Oroville City Elementary School District

7.16.20
Date

Date

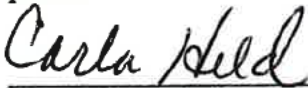
MEMORANDUM OF UNDERSTANDING

BETWEEN THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS OROVILLE CITY ELEMENTARY CHAPTER #618 AND OROVILLE CITY ELEMENTARY SCHOOL DISTRICT

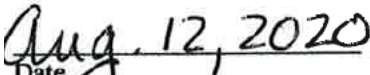
This Memorandum of Understanding (MOU) is between the California School Employees Association and its Oroville City Elementary Chapter #618 ("CSEA") and the Administration of the Oroville City Elementary School District ("District") met on August 7, 2020 concerning **working out of class during distance learning for the 2020-21 school year.**

1. CSEA members who have a lack of work will complete a survey ranking their interest in the following areas and work assignments will be as closely matched to their top ranked items in order to assign them alternate work duties: Clerical, Grounds, Custodial, Distance Instructional Support, Technology, General Maintenance (Painting for example), In-Person Instructional Support, Other.
2. Checklist creates a format of what a unit member is willing and safely able to do outside of their classification.
3. The District will work with CSEA members to find a mutually agreeable daily schedule that matches their current daily number of work hours.
4. These changes to work site, hours and assignment/duties are temporary and CSEA members will return to their regular job site, hours and assignment/duties once school returns to in-person instruction.
5. Whenever possible, the district will provide a 2-day notice when CSEA members are required to change sites.

This Memorandum of Understanding is the result of CFIER non-adversarial negotiations between the parties.

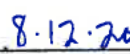


Carla Held, President
CSEA's Oroville Chapter #618


Date



Spencer Holtom, Ed.D. Superintendent
Oroville City Elementary School District


Date

Kurt Benfield, CSEA LRR

Date

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS OROVILLE CITY ELEMENTARY CHAPTER #618
AND THE
OROVILLE CITY ELEMENTARY SCHOOL DISTRICT

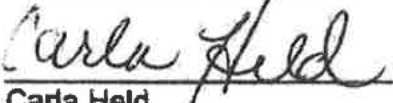
This Memorandum of Understanding (MOU) is between the California School Employees Association and its Oroville City Elementary Chapter # 618 ("CSEA") and Oroville City Elementary School District ("District") concerning a one-time off schedule compensation.

Representatives of the California School Employees Association and its Oroville City Elementary Chapter #618 (CSEA), and The Oroville City Elementary School District met on July 1, 2020, and tentatively agreed to the following:


1. An off-schedule, one-time amount of 1.6% which will be paid to current classified employees who work in the 2020/2021 fiscal year. The calculation will be based on their annual salary.
2. Should other bargaining units find funding sources that become available to the District, which are currently not known, either party to this agreement may reopen negotiations during the current school year.

This agreement contains the entirety of the provisions by CSEA and the District concerning the off-schedule one-time amount and will settle the 2019/2020 compensation package.

The agreement is the result of CFIER non-adversarial negotiations between the parties.


Carla Held
CSEA President Chapter #618

7/28/2020
Date


Spencer Holtom, Ed.D.
Oroville City Elementary School District

7.28.20
Date

Kurt Benfield, CSEA LRR

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN OROVILLE CITY ELEMENTARY SCHOOL DISTRICT
AND CSEA CHAPTER #618**

School Closure Related to Coronavirus/COVID-19

April 2, 2020

This memorandum is agreed between Oroville City Elementary School District ("District") and the California School Employees Association and its OCESD Chapter # 618 (together "CSEA") concerning the District's response to the coronavirus (COVID-19) epidemic.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with the coronavirus. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the epidemic.

To these ends, the District and CSEA agree as follows:

- 1) The District will inform CSEA as soon as practicable should it learn of a confirmed coronavirus infection of District employees or students.
- 2) Unit members' compensation and benefits shall not be reduced as a result of the emergency school closure provided the employee is willing and able to work as determined by the District.
- 3) In the event a CSEA bargaining-unit employee is exposed to coronavirus or is taken ill with coronavirus, or wishes to self-quarantine for reasonable cause, the employee may use available leaves without fear of reprisal. The parties recognize that the Federal "Families First Coronavirus Response Act" also known as HR 6201, provides employees with two weeks of paid leave for coronavirus-related absences, and extends Family Medical Leave Act (FMLA) leave. Employees who have exhausted accrued sick leave may use extended sick leave. Employees may use sick differential and catastrophic leave banks (if eligible) and will have the protections afforded by existing leaves such as FMLA/CFRA or other leaves that may be passed into law in response to COVID-19. Employees belonging to populations deemed by the State as uniquely vulnerable to the effects of the virus shall be allowed to self-quarantine at no loss to individual leaves or pay and shall be able to work remotely. Similarly, those employees with medical proof of susceptibility to the virus should it be detected among students or staff at a facility will be granted leave as liberally as possible. CSEA will notify its members of the District's commitments but shall not encourage its members to take leave unless there is actually a medical reason to do so.
- 4) In the event any District facility must be closed, or any District operations are curtailed due to the coronavirus epidemic, CSEA bargaining-unit employees will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment provided the employee is willing and able to work as determined by the District. This paragraph will apply for the duration of the school closure.
- 5) The District reserves all rights to determine "essential personnel" and to call such personnel to duty when the District deems it necessary.

- 6) Essential personnel will be paid hourly extra duty pay for work beyond 2 (two) days in a workweek. Essential personnel working 2 (two) days per week will be given opportunities for additional work.
- 7) The District reserves the right to immediately transfer the employee to other work locations for the duration of school closures. Employees may be asked to work from home when possible.
- 8) The District will train its employees in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer). CSEA will cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals. Employees are reminded of their duty to do assigned work absent reasonable fears for their health or safety (that is, to grieve assignments rather than refuse them absent evidence that the assigned task puts their own health or another's health at risk).
- 9) In the event a CSEA bargaining unit employee is exposed to coronavirus or is taken ill with coronavirus, or wishes to self-quarantine for reasonable cause, the employee may use available leaves without fear of reprisal. Employees who have exhausted accrued sick leave may use extended sick leave.
- 10) Employees belonging to populations deemed by the State as uniquely vulnerable to the effects of the virus shall be allowed to self-quarantine at no loss to individual leaves or pay. Similarly, those employees with medical proof of susceptibility to the virus should it be detected among students or staff at a facility will be granted leave as liberally as possible. CSEA will notify its members of the District's commitments but shall not encourage its members to take leave unless there is actually a medical reason to do so.
- 11) Employees who are self-isolating could be asked to be available for work which includes working from home or other remote locations.
- 12) The District shall follow Labor Code section 230.8 as it pertains to school districts.
- 13) In the event the State of California deems alternative requirements for schools in response to COVID-19, the parties agree the District will implement required actions and then immediately initiate negotiations on impacts and effects.
- 14) CSEA will support efforts to maintain funding pursuant to Education Code # 41422 and 46392 in the event of a closure of any District facilities due to epidemic.
- 15) The Parties understand the coronavirus (COVID-19) pandemic situation is very fluid and both parties mutually agree to reopen the MOU as necessary.
- 16) This MOU resolves the negotiable effects of school closures due to the coronavirus (COVID-19). The District and/or Association reserve the right to negotiate any additional impacts and/or additional school closures in the 2019-20 school year.

This MOU shall expire on June 30, 2020 or at the conclusion of school closures related to the coronavirus pandemic, but may be extended by mutual written agreement.

The undersigned represent that they are authorized to execute this MOU.



Carla Held
CSEA OCESD Chapter #618

4/2/2020
Date



Lisa McClelland
CSEA LRR



Spencer Holtom
Oroville City Elementary School District

4-2-20
Date

4/2/2020
Date

OROVILLE CITY ELEMENTARY SCHOOL DISTRICT

AND

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND IT'S OROVILLE CHAPTER #618**


MEMORANDUM OF UNDERSTANDING

Representatives of the California School Employees Association and its Oroville Chapter #618 and the Administration of the Oroville City Elementary School District met on December 18, 2019 and tentatively agreed on the following Memorandum of Understanding:

- \$2,500 early tell, employee must inform Human Resources in writing by February 13, 2020, the intent to retire at the end of their work year. The employee would need to meet the threshold for age requirement for PERS and have at least 13 consecutive years employed in the district (excluding layoffs). Employee must be at least a 6 hour employee.
- The employee will have the right to rescind the retirement letter no later than February 28, 2020.
- This memorandum of understanding is in effect for the 2019-20 school year only and will sunset on Friday, February 28, 2020 at 4:00 p.m.

This Memorandum of Understanding is the result of CFIER non-adversarial negotiations between the parties.


Carla Held, President
CSEA's Oroville Chapter #618


Spencer Holtom, Ed.D. Superintendent
Oroville City Elementary School District

1/18, 2020
Date

1.18.2020
Date


Lisa McClelland, CSEA-LRR

1/18/2020
Date

OROVILLE CITY ELEMENTARY SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

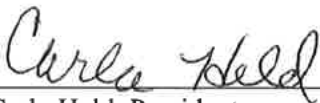
AND ITS OROVILLE CHAPTER #618

MEMORANDUM OF UNDERSTANDING

Representatives of the California School Employees Association and its Oroville Chapter #618 and the administration of the Oroville City Elementary School District met on January 23, 2020 and tentatively agreed to the following Memorandum of Understanding:

1. A unit member may **attach** their current position with a **bus driver** position.
 - a. Applicant must possess a Class B license at the time of hire to qualify for district paid training, license, registration and certifications. District will pay for the appropriate training, certificates, licenses and registration pertaining to the bus driving position. The unit member must hold or obtain the appropriate certificates, licenses and registrations prior to commencement of the position.
 - b. Any employee hired to work as a bus driver will be paid at the regular rate of that position. Any other position held in connection with the bus driving position will be paid at the rate of that current classification.
2. In the event of multiple unit members interested the District will follow ARTICLE XI Vacancies, Promotions, and Transfers.
3. Bus Driver position takes priority over other job duties as determined by the district.
4. This Memorandum of Understanding is non-precedent setting.
5. Employee will maintain date of hire seniority in both job categories.

The tentative agreement is the result of CFIER non-adversarial negotiations between the parties.



Carla Held, President
CSEA's Oroville Chapter #618



Dr. Spencer Holtom, Ed. D. Superintendent
Oroville City Elementary School District

1/23/2020
Date

1.23.20
Date


Lisa McClelland, LRR CSEA

1/23/2020
Date

OROVILLE CITY ELEMENTARY SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS OROVILLE CHAPTER #618

MEMORANDUM OF UNDERSTANDING

The California School Employees Association and its Chapter 618 (CSEA) and the Oroville City Elementary School District (OCESD) known collectively as the (Parties) have entered into this Memorandum of Understanding (MOU) to collaboratively resolve a situation regarding the installation of Newline TV's.

To address this situation, the following has been agreed to by the Parties:

1. The OCESD can hire a person or persons who may work up to a total of forty (40) hours per week, regardless of the number of individuals hired for this project.
2. The work shall be limited to only work regarding the "installation" of Newline TVs/ accessories and to include the relocation of existing white boards specifically related to the "installation" of this project. It shall not interfere with or reduce or in any way impact any bargaining unit members' work or hours.
3. The worker(s) shall end no later than June 5, 2020 or as soon as the Installation of the Newline TVs Project has concluded.

This Memorandum shall be non-precedent setting and shall only pertain to the Installation of the Newline TVs Project.

For CSEA:

Carla Held 11/4/19

Carla Held, President CSEA Chapter 618 Date

For OCESD:

Spencer Holtom 11.4.19

Spencer Holtom, Superintendent OCESD Date

Lisa McClelland 11/4/19

Lisa McClelland, CSEA Labor Relations Date

**OROVILLE CITY ELEMENTARY SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS' OROVILLE CHAPTER #618**

MEMORANDUM OF UNDERSTANDING

Representatives of the California School Employees Association and its' Oroville Chapter #618 and the Administration of the Oroville City Elementary School District met on June 13, 2019 and tentatively agreed to the following:

CAMPUS SUPERVISORS

1. In the 2019-2020 school year, Campus Supervisors will be given one paid day of training prior to the first day of school.
2. Campus Supervisors will walk the campuses during times when students are in class to assist with light campus clean-up.
3. New hires will be given training in the first three months of employment with the District.
4. Supervisors will meet with Campus Supervisors to review site procedures at the beginning of each school year.
5. The district will provide Campus Supervisors with work shirts and/or vests that they will be required to wear during their campus supervisor work hours. See below for updated contract language:

Article XIV 1. The District shall provide five (5) shirts for every bargaining unit member in the custodial, campus supervisor and maintenance/grounds classifications

The tentative agreement is the result of CFIER non-adversarial negotiations between the parties.



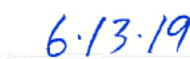
Carla Held, President
CSEA's Oroville Chapter #618



Spencer Holtom, Ed.D. Superintendent
Oroville City Elementary School District



Date



Date