

Collective Bargaining Agreement

Shoreline Unified School District

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California School Employees Association

Shoreline Unified Chapter #304

Contract Period

July 1, 2021 through June 30, 2024

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**ARTICLE I
AGREEMENT AND RECOGNITION**

- 1.1** The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") between the Shoreline Unified School District ("District") and California School Employees Association and its Shoreline Unified Chapter No. 304 ("CSEA").
- 1.2** This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").
- 1.3** The District recognizes CSEA as the exclusive representative for all employees of the designated classified unit with the following exceptions: All management, supervisory, confidential, substitute, professional and short term employees.
- 1.4** When used hereinafter, the word "employee" shall mean employees within the designated unit which consists of those positions in Exhibit A.

**ARTICLE II
MANAGEMENT RIGHTS**

- 2.1** The District has all the customary and usual rights, powers, functions and authority to discharge its obligations. Any of the rights, powers, or authority which the District had prior to the execution of this Agreement is retained except for those which are specifically modified within this agreement.

**ARTICLE III
ASSOCIATION RIGHTS**

- 3.1** The District agrees to recognize the right of the Association to function in accordance with provisions of Government Code sections 3540 and 3543.1 such as right of reasonable access to personnel files and to employees in the work area, use of District dissemination system and facilities, and annual seniority roster.
- 3.2** The District shall post a copy of the agreement, in both English and Spanish, on its website within thirty (30) days or within a mutually agreed time after the signing of this agreement. The District shall provide without charge a copy of this agreement to any employee in the bargaining unit upon written request. Any employee who becomes a member of the bargaining unit after the execution of the agreement shall be provided with a copy of this agreement by the District without charge at the time of employment. Each employee in the bargaining unit shall be provided by the District without charge a copy of any written changes agreed to by the parties to this agreement during the life of this agreement upon request.
- 3.3** The District shall provide reasonable release time to a reasonable number of representatives of the Association without loss of compensation when meeting and negotiating with the District.
- 3.4** The Association President and/or designee may be granted reasonable release time for conducting Association business.
- 3.5** A list of current employees shall be provided by the District upon request by CSEA. His/her address shall also be given unless the employee has authorized the District, in writing, to withhold it.
- 3.6** CSEA shall provide informational material about the organization to be distributed to new employees by the District Office.
- 3.7** CSEA shall have the right to conduct quarterly orientation sessions on this agreement and the rights and privileges of employees in the work site for bargaining unit employees during regular working hours at a time established by mutual agreement between CSEA and the District. These orientation sessions will be held jointly with the District when appropriate.
- 3.8** CSEA has the right to conduct a ratification session on this agreement for bargaining unit employees during regular working hours.
- 3.9** The District agrees to provide the Association and all unit members with an updated seniority list in accordance with the Education Code once each year on or before October 1. The District shall also update the seniority list and provide a copy to the Association at least ten (10) days prior to Board action on a classified layoff. Seniority shall be defined as date of hire (see layoff article).

**ARTICLE IV
ORGANIZATIONAL SECURITY**

4.1 Membership and Dues Deduction

- 4.1.1** The District shall distribute CSEA-supplied membership applications to newly-hired classified employees who would be represented by CSEA.
- 4.1.2** The District and CSEA shall develop a letter, agreed upon by both parties, that the District shall provide to newly-hired classified employees who would be represented by CSEA.
- 4.1.3** The District shall direct all employees with questions about CSEA or dues to the CSEA Labor Relations Representative.
- 4.1.4** 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.
- 4.1.5** 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 employee drops out during a specified window period. The District is not required to track this information.
- 4.1.6** CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

4.2 Dues Deduction

- 4.2.1** The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.
- 4.2.2** The District's managers, supervisors and confidential employees shall be either positive or neutral regarding employees' decisions to belong to an employee organization or participate in its activities. Managers, supervisors and confidential employees shall not instruct employees on the process to leave CSEA, but instead simply refer any questions to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.
- 4.2.3** 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.

4.2.4 There shall be no charge by the employer to CSEA for regular membership dues deductions.

4.3 Membership Information

The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members' Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.

4.4 Hold Harmless

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

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

**ARTICLE V
NEGOTIATING PROCEDURES**

5.1 As part of this Agreement, the District and CSEA agree to continue to meet and pledge to enter into ongoing and comprehensive dialogue to establish a collaborative bargaining model which will:

5.1.1 Establish a broad based District-wide committee composed of administrators, board members and classified personnel.

5.1.2 Develop a concept which will provide a consistent share of each year's budget for salary and benefit increases.

5.1.3 Identify issues, identify interests on each issue, i.e., binding arbitration, Medicare, retirement benefits, etc., identify common interests, develop options, decide upon options based on objective criteria and recommend settlements on a basis of mutual gain.

**ARTICLE VI
HOURS OF EMPLOYMENT**

6.1 The work week for a full-time employee shall consist of five (5) consecutive days, eight (8) hours per day, exclusive of the daily lunch period, and forty (40) hours per week, Monday through Friday. Nothing in this contract shall restrict the ability of management to extend the hours of the regular workday or work week on an overtime basis when such is deemed necessary by the Management. Exception to the above may occur to enable the accomplishment of District work on a Tuesday through Saturday schedule if agreed to by the employee involved and the District. Such exceptions will not affect the eight (8) hour workday or forty (40) hour work week and the overtime provisions of this Article shall likewise not be affected in their application.

6.1.1 Work Year

The work year for bargaining unit members shall be as follows:

Positions	Number of Work Days per Year	Months
Skilled Maintenance Maintenance/Custodian Groundskeeper	260 (247 work days + 13 holidays)	12
District Clerk	237 (224 work days + 13 holidays)	12
District Technology Coordinator District Mechanic Coordinator of Building and Grounds Administrative Secretary Family Advocate Afterschool Program Coordinator	223 (211 work days + 12 holidays)	11
Food Service Manager	201 (190 work days + 11 holidays)	10
Para Educator I and II Food Service Lead Food Service Assistant Bus Driver Bus Driver Instructor/Bus Driver	195 (184 work days + 11 holidays)	10

6.2 The working hours of part-time employees shall be scheduled to fall within a consecutive five-day (5) period, whenever practicable.

6.3 Arrival and Departure Times

The arrival and departure time for each employee shall be determined by management. Changes of less than one-half (1/2) hour shall be at the discretion of

management. Change of thirty-one (31) minutes or more shall be subject to mutual agreement between management and employee and shall require written notification to the employee(s) and the President of CSEA ten (10) calendar days prior to the proposed change. The employee may request in writing to meet with the appropriate administrator and his/her CSEA representative to discuss the proposed shift change and implementation date. The request for a meeting may result in an extension of up to twenty (20) calendar days of the implementation date.

6.4 Lunch and Rest Breaks

There will be the equivalent of fifteen (15) minute paid, duty-free rest break at approximately the middle of each four (4) hour work period. For the part-time employee whose working assignment is only three (3) hours, there shall be the equivalent of a ten (10) minute paid rest break. There will be a minimum of one-half (1/2) hour unpaid, duty free lunch period after the employee has been on duty for four (4) hours which is scheduled for all full-time employees at or about the midpoint of the workday. Exceptions are subject to mutual agreement between supervisor and employee.

6.5 Any reduction in assigned time shall be considered a layoff in accordance with Education Code sections 45114, 45115, 45298 and 45308.

6.6 Adjustment of Assigned Time

Any employee in the bargaining unit who is assigned to work an average of thirty (30) minutes or more per day in excess of the regular part time assignment for twenty (20) consecutive days, excluding sick days, shall have the assignment adjusted upward to reflect the longer hours, upon request, effective with the next pay period, during the period of the increased assignment.

6.7 Additional Hours

When additional hours are necessary to address workload in a specific part-time position on a regular basis, the employee in the position shall have rights to the additional hours up to full time status. Any hours refused by the employee shall be offered to qualified employees in the appropriate class and if there is more than one (1) application for the position and the qualifications of the applicants are relatively equal, then the applicant with the greatest seniority shall receive the appointment.

When additional hours are opened in a classification at a site, those hours shall be offered to qualified employees in the appropriate class and if there is more than one (1) application for the position and the qualifications of the applicants are relatively equal, and then the applicant with the greatest seniority shall receive the appointment.

6.8 Voluntary Demotion or Voluntary Reduction in Hours in Lieu of Lay-off

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available and without limitation of time. If there is a valid reemployment list, they shall be ranked in accordance with their seniority.

6.9 Overtime

Overtime must be authorized by the Superintendent or designee. Overtime is defined as any time required by Management to be worked in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours in any one (1) work week, or in excess of any five (5) consecutive days. The authorization must be given in advance of the time worked whenever practicable.

6.10 Any employee may be requested by management to work in excess of the regular established working hours. This extra work may be requested on any day, including Saturdays, Sundays, and holidays. The employee may refuse the request except in the case of emergencies that interrupt the District's normal routine, unless the emergency also affects the employee's major life activities or ability to report to duty.

6.11 All hours worked on the sixth (6) and seventh (7) consecutive day or work up to eight (8) hours shall be compensated at one and one-half (1 ½) the regular rate of pay. All hours worked in excess of eight (8) hours on the sixth (6th) and seventh (7th) consecutive days shall be compensated at double the regular rate of pay. Eligible employees are in paid status on holidays and shall be paid their regular rate of pay for the day plus one and one-half (1 ½) times their regular pay rate for a total of two and one-half (2 ½) times regular rate.

6.12 Call-in or Call-back

Employees will receive a minimum of two (2) hours paid time irrespective of the time actually worked. Part-time employees will be compensated at their regular rate of pay up to an eight (8) hour day equivalent. Time beyond eight (8) hours will be paid at one and one-half (1 ½) times the employee's regular rate of pay. Part-time employees may refuse the call-in or call-back request except in the case of emergencies that interrupt the District's normal routine, unless the emergency also affects the employee's major life activities or ability to report to duty.

6.13 Compensation for overtime and extra duty will be paid in wages. Any accrued compensatory time must be used by June 30, 2023 or will be paid out in wages. Overtime wages will be computed at one and one-half (1 ½) times the normal rate of pay.

6.14 Rotation of Overtime and/or Extra Time

Overtime and/or extra time will be offered to interested employees within the same classification at the same site by order of seniority and shall be rotated among all interested employees as equally as practical.

6.15 Transportation

6.15.0.0.1 Coverage

The provisions of the Article apply only to unit members employed in the Transportation Department. Provisions in the remainder of the contract also apply to such employees unless the work condition is expressly covered herein.

6.15.0.0.2 Vehicle Assignments

Vehicles are assigned to runs whereas the routes are assigned to the employees.

6.15.0.1 Bidding

Bidding of routes will be held at an appointed time and will be open to all drivers desiring to participate. Each route will have the calculated route hours per day listed. Drivers will choose routes by seniority. Drivers will sign the route sheet. A copy will be given to both the driver and union representative with the original maintained at the Transportation office.

6.15.0.1.1 Bidding of routes will be held in person, if practicable. Director of Transportation shall provide all drivers with the routes available for bid and adequate time to submit their questions before bidding closes.

6.15.0.1.2 Proxy bidding shall be allowed for good cause: Request to bid by proxy shall be made to the Director of Transportation as soon as practicable before the bidding date. The request shall be in writing and state 1) Reason driver cannot attend in person; and 2) Designate district employee who will make bid as proxy if approved. No request shall be arbitrarily denied.

6.15.0.1.3 Routes shall be emailed to all drivers and a physical copy at the Transportation office three (3) days prior to bidding. Bidding shall occur five (5) days prior to the first day of school.

6.15.0.1.4 If a driver fails to participate in the bidding process, he/she shall be assigned from the remaining routes at the discretion of the Director of Transportation.

6.15.0.1.5 Regular School Year Bid

- 6.15.0.1.5.1** Drivers contract hours will be set based on the route that was bid at the time of bid rounded up to the next quarter hour.
- 6.15.0.1.5.2** After twenty (20) calendar days, the contract hours will be adjusted up or down depending on route time. This will become the new contract time to be effective beginning on the first (1st) day of the next month.
- 6.15.0.1.5.3** If at any time during the Fall semester after the sixth (6th) full week of school any route increases by one-half ($\frac{1}{2}$) hour or more that route shall be posted for possible rebid. Routes that meet this requirement shall be rebid according to the following timeline: changes between August 1 and September 30 shall be rebid to become effective October 1; changes between October 1 and December 31 shall be rebid to become effective January 15.
- 6.15.0.1.5.4** When an assignment or a regular route is permanently vacated due to resignation or termination of employment, it shall first be offered to drivers in order of seniority before it is filled by a substitute or others. A copy of the assignment shall be posted in the transportation office and emailed to all transportation staff.

6.15.0.1.6 Summer Bidding

- 6.15.0.1.6.1** Bidding for summer home-to-school and extended school year (ESY) transportation will be in June or before.
- 6.15.0.1.6.2** Drivers contract hours will be set based on the route that was bid at the time of bid rounded up to the next quarter hour.

6.15.0.1.7 Equal Seniority

- 6.15.0.1.7.1** If two (2) or more drivers have equal seniority, the determination as to who will bid first shall be made on the hire-date seniority with the employee hired first shall bid first, and if that is equal, then the determination shall be made by lot. Date of hire is defined as the employee's first day in paid status.

6.15.0.2 Extra Time

When available, extra time will be offered to interested drivers by order of seniority, and shall be rotated among all interested drivers as equally as practical.

6.15.0.3 Field Trip Assignments

All field trips shall be rotated as equally as possible among all bus drivers, according to seniority. It is the intent of this procedure to have all drivers as experienced and skilled as possible so as to maintain an "unrestricted" status. New employees will be excluded from field trip rotation during the six (6) month probationary period, except that a new driver who has renewed previous license may be included with the approval of the Director of Transportation.

6.15.0.3.1 Training will be provided during the probationary period to qualify employees to take extra duty assignments on the completion of probation.

6.15.0.3.2 The District shall at the start of each school year, write all principals and the athletic director with a request that trips should be scheduled with transportation at least three (3) weeks in advance. In the event that a late field trip arises inside of three weeks of the scheduled trip, that trip shall be bid by seniority. If the trip is scheduled within 1 business day, the Director of Transportation will attempt to offer by seniority, if practicable, otherwise the Director of Transportation will assign the trip to the least senior available driver. If a driver vacates a previously chosen trip to take a late trip, then the next driver in rotation who is not assigned will be offered the vacated trip. If a driver who accepts a late trip has the last trip canceled, they shall have the first bid in the following week.

6.15.1 Trip Eligibility Requirements

6.15.1.1 Drivers will receive a department rating of "unrestricted" or "restricted" depending on their skill and experience in driving in different types of geographic terrain and different types of buses.

6.15.1.2 All trips will be designated whether they can be assigned to an "unrestricted" or "restricted" driver. Only "unrestricted" drivers will be allowed on the trip rotation board (refer to 6.15.2). The purpose of this provision is to ensure the highest degree of safety.

6.15.1.3 The District shall provide adequate in-service and on the job training to all interested "restricted" bus drivers so that they may gain experience to become an "unrestricted" bus driver.

6.15.1.4 New employees will be excluded from field trip rotation during the six (6) month probationary period. Training will be provided during the probationary period to qualify employees to take extra duty assignments on the completion of probation. Upon the completion of probation, the newly "unrestricted" employee will be placed on the trip rotation board at the beginning of the next full week.

6.15.2 Driving Assignments Outside Regular Contract Routes (Activity Trips)

6.15.2.1 Eligibility List

In August, drivers wanting to do any driving assignment that are outside of the regular contract routes shall place their name on the eligibility list, (excluding drivers under 6.15.4). This Eligibility List shall then be posted on the Trip Rotation Board by order of seniority with the most senior driver listed first. Driver under 6.15.1.4 will be added to the trip rotation board.

6.15.2.2 Assignment of Trips

At the beginning of each week, drivers from the Eligibility list shall pass or select which trips they will drive. If a driver passes, they pass for the entire week.

At the end of each week, where work was assigned, the driver listed first shall be moved to the bottom. This will then place the driver that was in the second position into the first position to select trips on the next upcoming Monday. If no trips are available that week, the list does not move.

6.15.2.3 Drivers have until noon on Thursday to select trips. Any trip not selected will be assigned by the Director of Transportation. The assignment of trips shall be based on the trip number (smallest to largest) starting with the next driver to select.

6.15.2.4 Activity Trips

To the extent possible, all trips will be placed on the trip board on the Monday of the week prior to the week in which the trip occurs.

- 6.15.2.5** Copies of the trip posting shall be on a board at the Transportation Department and accessible remotely by virtual document. It is the responsibility of the Director of Transportation to keep all posting requirements updated and current.
- 6.15.2.6** Eligibility for extra-duty assignments may be modified by the Director of Transportation pursuant to unanticipated emergencies and/or documented evidence of unsatisfactory performance.
- 6.15.2.7** A driver shall not be charged on the rotation board when canceling a trip due to personal necessity (Article 12.5. excluding personal compelling necessity - 12.5.1.6), required absence (Article 12.9.3), or CSEA business (Articles 3.3 and 3.4), and will have priority of the next week's available trips.
- 6.15.2.8** Weekend trips will be offered by Seniority first to drivers whose contracted route extends outside of district boundaries. If no driver is available to cover the weekend trip, then the trip will be assigned by the Director of Transportation.

6.15.3 Emergencies That Could Modify Eligibility

- 6.15.3.1** Substance abuse.
- 6.15.3.2** Physical impairment (illness, injury or condition that would interfere with driver performance).

6.15.4 Process for Determining Performance Related Restrictions

- 6.15.4.1** Determination and documentation of performance related problem by Director of Transportation.
- 6.15.4.2** Discussion of problem and suggested solutions (Director of Transportation and driver).
- 6.15.4.3** Re-training as necessary to correct problem.
- 6.15.4.4** Eligibility determination by Director of Transportation (continued training will be provided as necessary and reasonable to correct the problem and restore eligibility).

6.15.5 Route Review Committee

- 6.15.5.1** There shall be a Route Review Committee (RRC) established that is comprised of two (2) CSEA representatives (designated by CSEA), and two (2) District management representatives (designated by the District). The District shall present its current routes to the Route Review Committee.
- 6.15.5.2** The Route Review Committee shall review the routes and comments and incorporate suggested changes as revisions in whole or part; or propose alternative routes. Final determination on routes will be made by the Director of Transportation.
- 6.15.5.3** The Route Review Committee may also meet as necessary, on a mutually agreeable schedule, to review any complaints about the routes, underestimation of times, insufficient time allocation for non-driving duties, additions or reductions to established routes, failure to rebid on vacancies, and challenges to the award of bids to individuals.
- 6.15.5.4** Until a successor to this contract for the 2021-2024 through 2024-2027 school years has been agreed to and ratified by the parties, Article 6.15.5 may be reopened by either the District or CSEA without infringing on either party's right to reopen any other article(s) pursuant to the terms of this contract.

6.15.6 No School Procedures

Should it be necessary to cancel school due to natural disaster, lack of heat or electricity, wildfire smoke (as advised by Public Health), high tide, severe storm, earthquake, etc., the following procedures will be used to notify school personnel, parents, and students:

By 4:45 AM Transportation Director will contact the bus driver in the south end of the district to check road conditions in West Marin and the levee. Transportation Director will check road conditions in or around Bloomfield, Tomales, Walker Creek, and Valley Ford.

By 5:30 AM Transportation Director will notify the Superintendent of road conditions report from West Marin.

By 5:45 AM Transportation Director will notify Superintendent of road and weather conditions. A decision on school closure will be made

By 6:30 AM Superintendent will notify all staff and parents through district communication protocols call radio stations, Board Members, and MCOE

Transportation Director will contact bus drivers and the mechanic.

6.16 Standby Time

All standby time shall be considered as paid hours worked and shall be compensated on the appropriate straight time or overtime basis.

6.17 Summer School

6.17.1 When a position is available when school is not in session, qualified Bargaining Unit members employed less than twelve (12) months per year who apply for the position shall have first opportunity to fill such position.

6.17.2 An employee who accepts a summer school assignment shall receive, on a prorated basis, no less than the compensation and benefits (sick leave, vacation, and holidays) applicable to that classification during the regular academic year.

6.17.3 Announcements of positions available will be posted at each site for not less than five (5) days prior to being filled.

6.18 Job Sharing - CSEA

6.18.1 Job sharing is a plan whereby two (2) people share equally the hours and responsibilities for one (1) FTE position.

6.18.2 Mutual agreement between the employees, the immediate supervisor, CSEA and the Superintendent or designee, is required before a job sharing agreement can be implemented. The CSEA Chapter President will receive timely notice of all requested job shares prior to any agreement being reached. Board will make the final determination as to if the job share agreement will be approved. The approval will be made at a public Board meeting and must be requested annually.

6.18.3 If one (1) of the employees who is requesting the job share currently holds all hours to the position that employee shall be designated as the primary partner of the position. If neither employee currently holds any hours of the position then the employee who has the most seniority in the position shall be designated as the primary partner.

6.18.4 The District shall not be required to bear any additional expense as a result of job sharing.

- 6.18.5** Salaries of participants, along with all other fringe benefits, will be paid on a proportional basis.
 - 6.18.6** The District shall fund health and welfare benefits on a pro rata basis.
 - 6.18.7** A job sharing situation can be terminated by the District if there is just cause for such termination. The job sharing participants affected by such termination shall be given a written statement of the reasons for the termination. Upon termination of the job sharing arrangement by the District, the job sharing participants affected shall revert back to the full or part-time positions held prior to beginning such job share. If the position has been filled by another employee who has more seniority than the reverting job share participant, the reverting job share participant will be provided an alternative assignment without loss of hours or pay. If the position has been filled by an employee with less seniority, the District will either lay off the less senior employee or offer an alternate placement without loss of hours or pay. Such layoff will be subject to all provisions contained in this collective bargaining agreement and the California Education Code.
 - 6.18.8** With the District/Board approval, an employee may withdraw from job sharing. In the event approval is denied, the employee may apply for transfer to another position in accordance with the transfer section of this collective bargaining agreement.
 - 6.18.9** If one of the participants in the job sharing program resigns, goes on leave or returns to full-time employment, the position being shared shall be offered to the remaining participant. The participant who has not resigned, gone on leave or transferred, shall have the option of accepting the position, resigning the position, or searching for another job share person, or shall be offered an alternative placement without loss of hours or pay in accordance with 6.18.7 above.
 - 6.18.10** No classification within the bargaining unit shall unreasonably be excluded from the job sharing program.
 - 6.18.11** Both individuals shall accrue seniority.
- 6.19 Reclassification**
- 6.19.1** **Definition** “Reclassification” means the upgrading of an employee to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such position. Workload increase will not be considered as a basis for reclassification.

6.19.2 Request for Reclassification

An employee of the District is entitled to request that a position be reclassified. The employee(s) or employer/supervisor(s) requesting the reclassification shall present his/her/their facts in writing to the employee's supervisor using the Reclassification Form (Exhibit J) with any substantiating evidence. Application requests must be completed and submitted by October 1st for Fall consideration and March 1st for Spring consideration. The supervisor shall transmit the request to the Superintendent with a recommendation for approval or disapproval within fifteen (15) working days of the request and will provide a copy to CSEA. The parties have revised the reclassification form, which will be incorporated into the contract as (Exhibit J).

6.19.3 Reclassification Committee

A labor/management reclassification committee shall consist of one (1) management representative and one (1) mutually agreed upon neutral. The neutral representative will not be required if the management and association representatives agree with the resolution of the request. The committee will convene by December 1st for all Fall submissions, and May 1st for Spring submissions. If there are requests for greater than five (5) individuals in the same classification being considered for reclassification, then the process will be forwarded to the formal negotiations process, except in cases when there are fewer than five (5) individuals in the classification. In that case, if a majority of the employees in the classification request reclassification, then the process will be forwarded to the formal negotiations process. If the committee determines that a reclassification is justified, the salary adjustment and/or title change will be effective retroactive to the date of the submission of the request, but no greater than three months prior to approval by the Board of Trustees. Final approval rests with the Board of Trustees.

6.19.4 Reclassification Salary

Upon reclassification of an employee, the employer shall be assigned to a range at least one range higher than the former range. The employee in the reclassified position(s) shall be placed on the step in the new range that reflects not less than a five percent increase. Reclassifications shall not change an employee's date of hire (seniority date).

6.20 Annual Notices of Assignment

At initial hire, and annually thereafter, the District shall provide each bargaining unit member a notice of assignment which includes: number of work days, holidays, total days, FTE, start date, end date, total contracted hours per day. A copy of

each bargaining unit member's notice of assignment shall be provided to CSEA by Aug 1 for the upcoming year.

6.21 Placement on the Salary Schedule

All new employees shall be placed, by the Superintendent, on the appropriate range and step of the Salary Schedule according to the terms and conditions of the Contract. When justified, credit may be granted to new employees for prior experience in the classification for which hired on the following basis:

- 6.21.1** One step credit for every year of related experience up to a maximum of Step 6.

**ARTICLE VII
LAYOFF**

- 7.1** A layoff for the purpose of the Article shall be considered as an involuntary separation of a permanent or probationary classified employee from active service due to lack of funds and/or lack of work as a result of a bona fide reduction or elimination of the service performed by any department or when reemployment, reassignment or displacement (bumping) rights of an employee cause such an action. Any reduction in regularly assigned time shall be considered a layoff under the provisions of this Article. Layoffs shall be conducted on a District-wide basis, in reverse order of seniority in the job classification in which the layoff occurs:
- 7.1.1** The employee who has been employed the shortest time in the classification plus higher classification shall be laid off first.
- 7.1.2** All seniority will be determined by date of hire. An employee who has been employed in several classifications will receive seniority based on date of hire into each classification.
- 7.1.3** If two (2) or more employees subject to layoff have equal seniority, the determination as to who shall be laid off shall be made on the hire-date seniority with the employee hired first being retained and if that is equal, then the determination shall be made by lot. Date of hire is defined as the employee's first day in paid status.
- 7.2** When a layoff of classified employees is anticipated by the administration and at least five (5) business days before notice to employee layoff of classified employees, the District shall notify CSEA in writing by District mail of the proposed action. With such notification, the District will provide CSEA with an updated seniority roster for the classification in which the layoff is anticipated, a list of positions and/or hours to be reduced or eliminated and, for information only, any agenda documents provided to the Board supporting the need for layoff. Upon written request, the District shall meet with CSEA to discuss the proposed layoff and negotiate on the impact of such layoff. It shall be the responsibility of CSEA to designate the specific impact issues within the scope of bargaining.
- 7.3** Employees may challenge their place on the seniority roster by making objections to the Superintendent or designee who shall review the objections and conduct an audit if requested and make the results of such audit known to CSEA and the employee(s) prior to the effective date of any layoff(s) involving such employee(s). Such challenge shall take place within ten (10) work days from the date the seniority list is sent to the employee(s). For purposes of this Article, a workday is a day when the District Office is open for business.
- 7.4** After a Board action has been taken on a layoff, a written notice of layoff shall be sent by certified mail to affected employee(s), to their last address given to the District, later than March 15. A termination interview with the Superintendent or

designee may be scheduled during normal working hours, if requested by the employee at a time mutually agreeable to both parties. A copy of each notice shall be concurrently sent by District mail to the President of the CSEA local chapter or designee:

Such notice shall indicate the layoff date and inform the employee of his/her hearing rights, displacement rights, if any, and re-employment rights. Procedures for layoff notice and right to hearing are set forth in Education Code section 45117.

7.5 Displacement ("Bumping" Rights)

A permanent or probationary classified employee who is laid off from classification and who has previous service in an equal (same salary range) or lower classification shall have the right to displace (bump) an employee with less seniority in that classification. Seniority, for the purpose of bumping, shall include the total of the previous service in the equal or lower classification, plus service in the classification from which layoff occurs and in higher classification(s). In order to exercise his/her bumping rights, the employee must notify the District within five (5) workdays of receipt of the layoff notice.

7.6 A permanent or probationary employee who has been laid off for lack of work or lack of funds and who has no bumping rights may accept a voluntary demotion to a vacant position in a lower classification or transfer to an equal classification, provided that the employee is qualified to perform the duties thereof. Such employee shall maintain his/her reemployment rights as defined in this Article.

7.7 Substitute or Short-Term Employees

No regular employee shall be laid off from any position while employees serving in a substitute or short-term capacity in positions of the same classification are retained unless the employee to be laid off declines the substitute or short-term assignment.

7.8 Reemployment Rights

Laid off employees are eligible for reemployment in the classification from which laid off for a thirty-nine (39) month period from the effective date of layoff and shall be reemployed in the reverse order of layoff, as vacancies become available.

7.9 Laid off employees who, at the time of layoff, took voluntary demotions or voluntary reductions in assigned time shall be at the employee's option returned to a position in their former classification or to a position with increased assigned time as vacancies become available, and retained for a period of sixty-three (63) months from the effective date of layoff. Such employees shall be ranked in accordance with their seniority on the reemployment list(s).

7.10 An employee who is laid off and is subsequently eligible for reemployment shall be notified by telephone, if possible, and in writing by the District of opening(s). Such

notice shall be sent by certified mail to the last address given to the District by the employee. A copy of each notice shall be sent concurrently by District mail to the President of the CSEA local chapter.

- 7.11** An employee on a reemployment list shall have two (2) workdays to respond to an offer of reemployment from the date of its receipt. Any acceptance by such employee of an assignment to a classification lower than the classification from which he/she was laid off or to the same classification but with fewer hours shall not affect his/her original thirty-nine (39) month rights to reemployment in his/her former classification and with the same number of hours.
- 7.12** An employee given offer of reemployment does not need to accept reemployment to maintain his/her eligibility on the reemployment list provided the employee notifies the District of his/her refusal of reemployment within two (2) workdays from receipt of the reemployment offer. If the employee accepts reemployment, he/she must report to work within fifteen (15) calendar days following receipt of the reemployment offer unless a later or earlier reporting date is indicated on the reemployment offer.
- 7.13** Seniority and step earned to and including the effective date of layoff shall be reinstated to the employee who is subsequently reemployed by the District.
- 7.14** Sick leave hours earned and unused at the time of layoff shall be restored upon reemployment.
- 7.15** Vacation and compensatory time earned and unused at the time of layoff shall be computed and paid off with the final warrant due the employee. A laid-off employee shall continue to be covered by the current District paid fringe benefit program for two (2) months after the effective date of his/her layoff, on the same level as when the employee was on working status. Thereafter, the employee shall be eligible to continue coverage at group rate, at his/her own expense for a period of eighteen (18) months by paying the District for the premiums on a monthly basis. (See COBRA Exhibit E).

**ARTICLE VIII
WAGES**

8.1 Wages

The entire CSEA salary schedule shall be increased as follows:

3.5% for 2021-22 effective July 1, 2021

3.5% for 2022-23 effective July 1, 2022

3% for 2023-24 effective July 1, 2023

8.1.1 Longevity

As of July 1, 2015, longevity will be added on July 1 of the year:

After 8th year in District - \$125.00 per month

After 11th year in District - \$150.00 per month

After 15th year in District - \$175.00 per month

After 20th year in District - \$200.00 per month

After 25th year in District - \$225.00 per month

Longevity shall be paid for each month a member receives normal end of month pay. The longevity amounts shall not be prorated.

8.1.2 Hourly Differential

All employees whose regular schedule requires they begin work prior to 7:30 am or that they conclude work after 5:00 pm will be paid an hourly differential of seventy-five cents (75¢) for those hours worked before 7:30 am or after 5:00 pm.

8.1.3 Employees assigned to work on a shift which extends beyond 7:00 p.m. shall be entitled to a duty-free paid one-half (1/2) hour meal break.

8.2 All employees in the bargaining unit shall be paid once a month payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday. All paychecks of employees in the bargaining unit shall be itemized. A written accounting of all adjustments and retroactive wages shall be provided within five (5) days of payment.

8.3 Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected and a supplemental check issued not later than five (5) working days after the employee provides notice to the payroll department, and verification of the error has been made. When an overpayment is made to an employee, the repayment of this amount to the district shall be negotiated with the employee and CSEA to determine the rate at which the repayment shall occur.

8.4 CalPERS

District has passed the attached resolution permitting increased take home pay for classified pursuant to IRS regulations. (See CalPERS Exhibit D).

8.5 Bus drivers shall be reimbursed by the District for the cost of the four (4) year special driver's certificate within ten (10) work days of submitting claims.

8.6 Employees may be required to perform duties higher than their classification, provided the employees' salaries are adjusted upward for the entire period of required out-of-class work as provided below:

8.6.1 If assigned to duties normally performed by employees in a higher classification for a period of time which exceeds five (5) working days in a fifteen (15) day calendar period, employees shall receive the regular rate of pay for the higher classification on the step of the higher classification which is at least five percent (5%), but not more than ten percent (10%) above their regular rate of pay.

8.6.2 If assigned to duties of a higher classification not currently found on the salary schedule included in this Agreement, employees shall receive an upward salary adjustment of at least five percent (5%), but not more than ten percent (10%), above their regular rate of pay.

8.6.3 Except by agreement between the District and CSEA, employees shall not be assigned the duties of a different job classification as specified in Section 8.6 above for more than sixty (60) work days in any twelve (12) month period.

8.6.4 If no agreement is reached to extend the sixty (60) day period the employees shall be returned to their regular classification or be reclassified through negotiations between CSEA and the District.

8.6.5 If assigned to duties to provide substitute coverage in lieu of a substitute being hired from outside of the district, the employee shall receive the regular rate of pay for the classification they are covering at the same step on which they are currently paid unless the position is at a lower classification, in which case they will receive their normal rate of pay.

8.6.6 Class Coverage

If a classified employee is assigned by the site administrator to provide coverage for an entire class in excess of fifteen (15) minutes, when the assigned teacher/substitute teacher is not on campus, the employee shall receive \$25.00 per hour or fraction thereof during the time in which they are providing coverage in addition to their hourly rate. The five-day waiting period listed in 8.6.1 above shall be

waived.

8.6.7 Bilingual Differential

Classified employees who qualify on a District bilingual competency assessment will receive an annual stipend of \$1,250 prorated by FTE if they are to be used as an interpreter or translator during that year. Interested unit members may request testing through their immediate supervisor. Requests must be received within 30 days from date of hire, or 30 days from a promotion to one of the following classifications: Administrative Secretary, Family Advocate, or Para Educator. Assessment outcomes are determined on a pass or fail basis. The District will notify applicants in writing of pass or fail. Employees may only test once. Differential pay becomes effective on the date the employee passes the competency assessment; payment will be reflected on the next regular payroll run. If a particular site does not need bilingual support in any given year, notice will be provided to CSEA by November 1st annually.

8.6.8 Overnight Differential

Classified employees who accompany students on an overnight field trip will receive overtime pay for any assigned hours in excess of eight hours worked. Employees who accompany students on an overnight field trip will receive one compensatory day for every night required to be away from home.

8.7 Employee Expenses and Reimbursements

8.7.1 Tuberculosis Examination

Examination for tuberculosis shall be required every four (4) years. The cost of such examinations shall be borne by the District.

8.7.2 The District shall provide each employee with the tools, equipment, and/or supplies necessary for the completion of all assigned duties, tasks, and responsibilities, as determined by their immediate supervisor.

8.7.3 The District will provide secured space for all personal property, upon the request to supervisor by the unit member. Exclusive of personal vehicles, the District shall compensate unit members for loss or damage to personal property used in the course of employment, provided that prior authorization in writing has been received for the use of such equipment.

8.7.4 Employees will be reimbursed the amount of their deductible up to five hundred dollars (\$500.00), for vandalism to personal automobiles

while parked during an employee's working hours, or while in use during the course of their employment provided:

- 8.7.4.1** That the unit member must report the vandalism immediately to the site administrator, so that a reasonable determination may be made that the vandalism occurred at that time in the designated parking space; and provided
- 8.7.4.2** That the member files and provides a copy of police report to the District.

8.7.5 Allowable Mileage Claims are calculated per AR 3350 (duplicated below)

An employee can be reimbursed for the use of his or her personal automobile when used for official business. Mileage reimbursement shall be at the current IRS mileage rate.

All claims for mileage reimbursement shall be submitted to the site office using the Mileage Reimbursement Form with Google Maps attached for any travel that is not included on the Shoreline USD Mileage Chart. The Mileage Reimbursement Form will be approved by the site administrator. A separate reimbursement claim shall be prepared and filed for each calendar month by the 15th of the subsequent month after the travel has occurred or, for the month of June, on or before June 30 for fiscal year end.

An employee will be reimbursed for mileage only between points of official business.

Reimbursable mileage when travel originates or ends at an employee's residence is determined by the following formula:

Total Mileage - Round Trip Home-to-Work Mileage (Regular Commute) = Reimbursable Mileage

Per IRS Pub 463, mileage between an employee's home and normal work location is considered commuting expense and not subject to reimbursement. However, in unique situations, special program needs may require that an employee is assigned at different work locations and must commute to one or more separate sites. An employee will only be reimbursed for the accumulated official business mileage between locations. The computation of mileage subject to reimbursement is the total miles traveled during the day minus the daily round-trip miles from Home to the normal work location.

8.7.6 Conference Attendance, Meetings or Other District Business

8.7.6.1 Employees authorized to attend conferences, meetings, or District business shall be limited to a per diem rate established by the District, except as otherwise authorized by the Superintendent or his/her designee.

8.7.6.2 Only actual lodging and meal costs are to be claimed but in no event will actual lodging costs exceed the single occupancy rate charged by the headquarter hotel or motel. For authorized overnight stays for which there is no headquarter hotel, approval of all lodging costs must be obtained. Meals shall be reimbursed not to exceed the current limit established by District, except when an official part of the program.

Reimbursement for meals shall be the actual expense except that the total for lodging and meals shall not exceed the current amount established by the District.

**ARTICLE IX
HEALTH AND WELFARE BENEFITS**

9.1 Beginning with 2007-08, negotiations will be conducted on the basis of Total Compensation: health and welfare benefits plus salary. The percentage increase/decrease of Health and Welfare benefit costs shall be allocated before the remaining negotiated percentage is applied to the Classified Salary Schedule.

9.1.1 Benefits Eligibility

Permanent employees who meet the eligibility requirements shall be eligible for medical, dental, vision, and life insurance coverage on the first of the month following date of hire. Employees must enroll within thirty (30) days of eligibility date.

9.2 The District will offer a high-deductible health plan (HDHP) Health Savings Account (HSA) plan.

9.2.1 District will pay 100% of the tiered health benefits cap for all employees working .5 FTE or greater.

9.2.2 Effective October 1, 2021, the caps on health benefits shall annually be indexed on the Kaiser HSA A for Employee Only and Employee +1 including the annual contribution to the employee's HSA.

The District will continue to contribute to dental, vision, and life insurance for Employee Only. That contribution will not count against the cap above for employees who elect the Kaiser HSA A Plan.

If the unit member chooses, the District will pay the comparable dollar amount towards other health plans offered by the District.

9.2.3 The District will cap health benefits for Employee + Family as follows:

\$20,500 2021-22
\$21,500 2022-23
\$22,500 2023-24

In addition, the district will pay the cost of Employee only coverage for Dental, Vision, and Life Insurance coverage. Employees can request additional coverage at their own cost.

9.2.4 District shall contribute \$1,500 to the Health Savings Account to all unit members enrolled in the Kaiser HSA A for Employee Only.

District shall contribute 3,000 to the Health Savings Account to all unit members enrolled in the Kaiser HSA A for Employee + 1 or Employee + Family.

These funds will stay with the employee and unused funds will roll over each year.

The District shall offer these contributions to the HSAs for the term of this contract and the term of the next contract, providing the current laws governing Health Savings Accounts are in effect.

- 9.2.5** District shall establish a Catastrophic Health Fund for employees who may become exposed to co-pays due to a catastrophic health crisis. The fund would be jointly administered by the District and the CSEA Local. The Catastrophic Health Fund will provide contributions of up to \$1,500 for Employee Only and \$3,000 for Employee +1 or Employee + Family. Details of the administration and operation of the fund will be developed mutually.
- 9.2.6** For employees who turn 65 while still employed and are on the HSA-High Deductible Plan, the District will cover the premium cost for Kaiser High Plan 20 deductible or equivalent plan for single, plus one or family up to the family cap for health and welfare benefits. At plan open enrollment, employees turning 65 within that plan year need to request a change in coverage.
- 9.2.7** Due to state tax implications regarding the implementation of the HSA-High Deductible Plan, the District agrees that for the duration of the participation in the HSA-High Deductible Plan, to pay a taxable stipend to each employee participating in that Plan by an amount equal to 9.3% of the contribution paid to the employee's HSA in the calendar year, paid by the end of the tax year of the contribution.
- 9.3** The District will place an equivalent number of dollars equal to the monthly employee only Kaiser medical rate for 2005-06 (\$286.08) and pro-rated for less than full-time status into the employee's monthly paycheck for any unit member covered by another acceptable health plan. This in-lieu payment eligibility shall not be applicable for any new hires on or after January 1, 2006.
- 9.4** For an employee hired before July 1, 2007 and who is fifty-five (55) years of age or more and has eight (8) consecutive years of service in the District prior to retirement, he or she shall receive the same District health and welfare contributions paid by the District for an active employee, at the same proration as the last year of employment, to age sixty-five (65) or until the retiree has become eligible for Medicare. Such coverage is for the retiree only. The District will extend medical benefit reimbursements to out of state and out of coverage area retirees, subject to proof of coverage by a medical provider. For an employee hired on or after July 1, 2007 the number of required consecutive years of service shall be twelve (12).
- 9.5** Employees age sixty-five (65), may participate in all health and welfare programs

for which they are eligible at the employee's expense, within the guidelines of the health and welfare plan provides.

- 9.6** Employees who have been laid off shall be entitled to participate in District health and welfare programs for up to thirty-nine (39) months following their layoff, at the employee's expense, within the guidelines of the health and welfare plan providers.

**ARTICLE X
SAFETY**

10.1 All employees shall endeavor to maintain safe and sanitary conditions in their work areas of responsibility.

10.2 All employees will report to the immediate supervisor, a practice or condition which poses a hazardous threat to life or limb associated with the work site which is followed up with a written report from the employee. At the supervisor's/administrator's discretion, the employee may be temporarily reassigned to other duties pending the District's determination of the safety hazard. Should the employee continue to dispute the safety hazard, the employee shall be temporarily reassigned. The District shall seek outside expertise whose decision shall govern.

10.3 No employee shall be reprimanded in any way for reporting any practice or condition which poses a threat to the health and safety of any person associated with the District.

10.4 A copy of any Occupational Safety and Health Administration (OSHA) reports made about any of the facilities where members of the bargaining unit work shall be posted.

10.5 Protective Clothing for Custodial/Maintenance Personnel

Protective clothing shall be made available by the District to all custodial and maintenance employees and district mechanic. Types and numbers of protective clothing shall be as determined sufficient and appropriate by the District.

10.6 Employees in the custodial and maintenance positions shall have additional support when tasks that require lifting in excess of 50 pounds are assigned. Any tasks requiring the use of a ladder will require one person to secure the ladder at the base, while the other person climbs it. This may cause a delay in the tasks until such time as additional personnel can provide that support. The District shall schedule a daily minimum of one and one-half (1 ½) hours of overlapping time for the Skilled Maintenance and Custodial staff.

10.7 Safety Committee

A safety committee shall be formed to determine what annual training is needed for each classification. The committee shall be composed of three (3) CSEA representatives appointed by CSEA and three (3) District representatives, appointed by the District. The purpose of the committee shall be to identify needed trainings for each school year. The District shall grant release time for the committee members during the regular work day to conduct the necessary Safety Committee work.

10.8 Each bus driver shall be provided with complete parent contact information and all legally allowed medical conditions for the students on the route they are driving.

10.9 Air Quality

The District will follow all Marin County Health guidance and recommendations regarding how air quality may affect school activities.

**ARTICLE XI
TRANSFERS AND PROMOTIONS**

11.1 Transfer

- 11.1.1** A transfer is defined as movement from one position to another position within the same class/position title. Personnel are employed for the District rather than for a particular location or school, and shall be subject to and eligible for transfer within the District. Employees requesting a transfer shall submit their request by filing written notice with the District Office. All transfer requests shall be approved unless; the requesting employee is under a documented improvement plan or, has an unsatisfactory on their most recent review and/or the new supervisor is unwilling to accept the requesting employee who has a documented improvement plan or an unsatisfactory on their most recent review. Timing of the actual move into the new position will be negotiated.
- 11.1.2** The District shall notify all employees of any available unit positions within the District as they occur by posting such positions for five (5) working days at each site.
- 11.1.3** When a new position is created or an existing position becomes vacant, the District shall first offer the opportunity to transfer to employees serving in the same job classification. An employee within the same job classification may apply for transfer to that position by filing a written notice with the District Office within five (5) working days.
- 11.1.4** Ten (10) month employees may request to receive notice of vacancies during the period July 1 to August 15 by leaving their name and personal email address with the District Office.
- 11.1.5** Where there is more than one (1) applicant for a vacancy as determined by the Superintendent, qualifications of the persons applying being relatively equal the employee's District wide seniority shall be considered as a primary factor in making the transfer.

11.2 Involuntary Transfer

- 11.2.1** Any employee may be transferred within his/her present classification to improve operational efficiency of the District, meet a program need of the District or because of surplus staff.
- 11.2.2** Employees may request a conference and/or a written statement regarding the reason(s) for the involuntary transfer. This request shall be made to the Superintendent with a copy of such request also

being provided to the CSEA President. The employee may appeal to the Superintendent an involuntary transfer in such cases where the transfer would cause compelling personal hardship and be accompanied by a CSEA representative to that appeal.

- 11.2.3** The employee's current supervisor shall have a conference with the employee and shall consider as fully as feasible the preferences of the employee.
- 11.2.4** When there are extenuating conditions requiring urgent attention, an employee involuntarily transferred will be provide no less than ten (10) work days written notice prior to reporting, to allow the employee to accommodate personal needs, including but not limited to, shift changes, work year changes, or transportation problems.
- 11.2.5** Prior to implementing an involuntary transfer at a site where there is more than one member in the classification requiring a transfer, the District may consider volunteers.
- 11.2.6** Involuntary transfer for disciplinary reasons shall be subject to the Discipline Article XVI.

11.3 Promotion

A promotion is defined as movement from one position to another position with a higher pay range.

- 11.3.1** When a new position is created or an existing position becomes vacant, and after all transfer requests have been determined, the District shall offer the opportunity to promote, to employees within the District. An employee may apply for promotion to a position by filing a written notice with the District Office by the closing date listed on the posting. The closing date shall be at least five (5) working days from the date of posting.
- 11.3.2** The District shall notify all employees of any promotional positions within the District as they occur by posting such positions for at least five (5) working days at each site.
- 11.3.3** The District shall interview and consider all employees who possess the minimum qualifications for the promotional position prior to considering any applications from outside the District.

**ARTICLE XII
LEAVES OF ABSENCE**

12.1 Vacation Leave

- 12.1.1** Each employee shall accrue vacation leave at the following rate:
1 - 4 years: .833 days per month
5 -14 years: 1.250 days per month
15+ years: 1.666 days per month
- 12.1.2** Employee work years are defined in article 6.1.1. Twelve (12) month employees shall be vested annually with the appropriate entitlement of vacation days on July 1.
- 12.1.3** Employee work years are defined in article 6.1.1. Eleven (11) and ten (10) month employees shall receive vacation days pay at their per diem rate which is included in their monthly paychecks in lieu of vacation time per chart above.
- 12.1.4** Employees who resign during the year shall have vacation time pro-rated appropriate to the date of resignation.
- 12.1.5** Vacation days may not be carried over from one year to the next.
- 12.1.6** NOTE: Holidays, Article 13, are in addition to vacation days. No employee may take vacation without advance approval of the Superintendent or his/her designee.
- 12.1.7** Vacations shall be scheduled at times to meet both the needs of the District and the wishes of the employee. If a conflict occurs between employees who work the same or similar operations as to when vacation shall be taken, to the extent possible, preference shall be given to the employee with the greater seniority so long as such preference does not impair the District's ability to fulfill its work requirements. 12 month employees shall submit a written request for vacation leave at least eight weeks in advance.
- 12.1.8** When an employee has accumulated the maximum allowable vacation credit and when a critical emergency prevents his/her being off duty, the Superintendent may authorize payment in lieu of vacation earned above the maximum or may permit the accumulation of excess vacation credit for the duration of the emergency.

12.1.9 Any permanent classified employee who commences his/her prescribed vacation period and subsequently becomes ill or is bereaved such as defined in this Article before his/her vacation period has been completed, may at the employee's option, be placed on sick leave to the extent he/she has accumulated sick leave, under the following conditions:

12.1.9.1 If the illness or bereavement is for three (3) consecutive days or more.

12.1.9.2 If the illness or bereavement is such that had the employee been working he/she would have been absent on sick or bereavement leave.

12.1.9.3 If the employee normally is required to return to duty immediately following the vacation period.

12.1.9.4 If the request is filed with the Superintendent within two (2) weeks of the illness or bereavement or within, at the latest, one (1) week of the employee's return to duty unless extraordinary extenuating circumstances exist which prevent such filing.

12.1.9.5 If the filed request fully outlines the reasons for the request and is fully substantiated to include medical reports in the case of illness.

12.1.9.6 When all or part of an employee's vacation is to be converted to illness or bereavement leave, the appropriate vacation credit shall be restored to the employee's earned vacation balance. If possible, he/she will be granted opportunity to consume this vacation credit in order not to exceed the limit on accrued vacation. In other cases the Superintendent may, in his/her discretion, authorize payment as described in paragraph 4 above.

12.2 Paid Sick Leave

12.2.1 Sick leave is the authorized paid or unpaid absence of an employee due to disabilities caused by illness, injury, exposure to contagious disease, pregnancy, childbirth and recovery therefrom. Employee emergency medical appointments or medical appointments which cannot be scheduled outside regular working hours may be covered under sick leave. Sick leave may be used for either the employee's own illness or injury or that of an immediate family member (i.e. spouse, domestic partner, child, father or mother, brother, sister, grandmother, grandfather, grandchild, son-in-law, daughter-in-law, or

those of the employee's spouse, or a “designated person” under California Healthy Workplace Healthy Families Act (HWHFA).

12.2.1.1 “Designated person” for California’s Healthy Workplaces Healthy Families Act (HWHFA) purposes means “a person identified by the employee at the time the employee requests paid sick days” under the HWHFA, and for Kin Care. The individual need not be the equivalent of a family relationship.

12.2.1.2 Unit members shall identify the designated person at the time they request the leave. Unit members may only identify one designated person per 12-month period (rolling).

12.2.1.3 The terms here regarding “designated person” are intended to reflect the law and do not extend leave availability beyond legal requirements.

12.2.2 At the beginning of each fiscal year, the sick leave "bank" of employee shall be increased by the number of days of paid sick leave which he/she would normally earn in the ensuing fiscal year. Unused sick leave shall be cumulative.

12.2.3 Classified employees employed five (5) days per week for twelve (12) months are entitled to twelve (12) days sick leave each fiscal year commencing on the first day of employment. Classified employees who work five (5) days per week for less than a maximum day are entitled to twelve (12) days sick leave each fiscal year each of the same length regularly worked. Classified employees hired for less than a full work year shall earn sick leave in direct proportion to that earned by a person employed a full year in the same position. Employees who work less than five (5) days per week shall receive sick leave in that proportion that their number of work days bears to a full-time work week of five (5) days. A new employee of the District shall not be eligible to take more than six (6) days or the proportionate amount to which he or she may be entitled under this section, until the first day of the calendar month after completion of six (6) months of active service with the District.

12.2.4 Employees absent more than three (3) consecutive days may be required to submit a physician's statement explaining the reason for absence and whether or not the employee can perform all assigned duties.

12.2.5 A sick leave absence shall commence when the employee or agent of the employee calls in to report the absence. A sick leave day, once commenced, may not be reinstated as a working day.

12.2.6 In case of absence due to illness or accident, employees shall notify

their Principal or designee as soon as possible but not later than 7:00 a.m. of the day sick leave commences. The Principal or designee shall be notified of intent to return to work not later than 3:00 p.m. on the day preceding the return. If such notification is not made, the Principal may ask the substitute to report to work on the next work day.

- 12.2.7** An employee who is absent due to an accident or illness shall receive full pay because of accrued sick leave and shall receive normal health, dental, and life insurance fringe benefits. When an employee is absent, whether or not the absence arises out of or in the course of the employee's employment, and has first used all of his/her entitlement to sick leave, vacation compensation, compensatory time or other available paid leave, the employee shall be paid the difference between his current salary and the first step of the position classification for the period remaining through the fifth (5th) month of absence when a substitute employee is provided. Full pay shall be given when a substitute is not employed during the five (5) month period. An employee whose absence extends beyond the five (5) month period may upon written advice from a licensed medical advisor be granted by the Superintendent a leave of absence without pay, not to exceed one (1) year. No health, dental, or life insurance benefits will be provided by the District during this period, except as may be provided under the Family Medical Leave Act.
- 12.2.8** However, the employee may, at his option, purchase such benefits at the actual cost to the District by submitting all necessary payments to the District Office prior to the date such payments become due. Upon his/her return to work, the anniversary date of the step increase will be changed to make adjustments for time not worked and covered by sick leave. Five (5) month extended leave commences with the fiscal year beginning July 1.
- 12.2.9** Unlimited accumulation of sick leave shall be allowed. The cumulative aspect of sick leave from year-to-year is based on accrual at the rate specified in Section 12.2.3.
- 12.2.10** If an employee leaves the employment of the District, accumulated unused sick leave will not be credited to the employee's final payment. In the event of the retirement of the employee, and pursuant to statutes and regulations of the Public Employees' Retirement System accumulated unused sick leave may be used as a credit to the Public Employees' Retirement System.
- 12.2.11** Compensation for days of sick leave used shall be paid at the employee's regular rate of pay. Charges against the employee's accrued eligibility shall be at the same rate paid. Any changes in an

employee's status will be reflected accordingly in the employee's sick leave.

- 12.2.12** Transfer of earned sick leave to another school district: Eligible employees shall be entitled to transfer accumulated sick leave from Shoreline Unified School District to another school district subject to the limitations under Education Code section 45202.
- 12.2.13** A unit member may use his/her current and accrued sick leave to attend to an illness of a child, parent, registered domestic partner, or spouse of the unit member. Each calendar year the amount of such leave shall not exceed the amount of the sick leave the unit member would accrue during six months of employment (i.e., full time 12 month unit members = 6 days; full time 10 month unit members = 5 days). Such leave is in addition to that provided under Personal Necessity.

12.3 Industrial Accident and Industrial Sick Leave

- 12.3.1** Leaves resulting from an industrial accident or industrial sickness shall be granted in accordance with the provisions of Education Code section 45191. For purposes of this contract, workers' compensation insurance is defined as the insurance program provided by the District for a state-mandated workers' compensation program.
- 12.3.2** Allowable leaves shall be for a maximum of sixty (60) days for each accident in any one (1) fiscal year during which school is required to be in session, or when the employee would otherwise have been performing work for the District. Allowable leave shall not be accumulated from year to year. Allowable leave shall commence on the first day of absence.

Payment for monthly salary lost while the employee is on industrial accident or illness leave shall not, when added to a temporary disability indemnity payment granted the employee under workers' compensation, exceed the normal monthly salary.
- 12.3.3** Industrial accident or illness leave will be reduced by one (1) day for each day of authorized absence, regardless of a temporary disability indemnity award.
- 12.3.4** When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the illness or injury occurred for the same illness or injury.

- 12.3.5** If the sixty (60) day leave of absence is exhausted and the employee is not medically able to return to work, he or she shall then be entitled to the provisions of Education Code section 45196. If the employee continues to receive temporary disability indemnity, he or she may elect to take as much of his or her accumulated sick leave which, when added to his or her temporary disability indemnity, will result in a payment to him or her of not more than his or her full salary. The employee shall endorse to the District the temporary disability indemnity checks on account of his or her industrial accident or illness if during any paid period he or she receives compensation from the District. Any employee receiving benefits from industrial accident or illness leave may be absent from the State of California for not more than forty-eight (48) hours, unless authorized by the Board of Trustees to travel outside the state. (Ref Ed. Code 45192).
- 12.3.6** When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the employee's position, the employee shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, the employee shall be employed in a vacant position in the class of the employee's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the employee shall be listed in accordance with appropriate seniority regulations.
- 12.3.7** An employee who fails to accept an appropriate assignment after being medically approved therefore shall be removed from the reemployment list. Appropriate assignment is defined as an assignment in the employee's former class/position title, in his/her former status and time basis, and in assignment areas available.
- 12.3.8** No absence under any paid leave provisions of this Article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of the Agreement shall continue to accrue under such absence.

12.4 Bereavement Leave

- 12.4.1** A regular employee shall receive necessary leave of absence with full pay not to exceed three (3) days, or five (5) days if more than 350 miles of travel is required, in the event of the death of a member of the immediate family. If bereavement involves travel of less than 350 miles, the employee make take an additional two (2) days of leave as unpaid leave. 12 month employees may, at their option apply vacation leave to those two (2) additional days to remain

in paid status. The immediate family means the mother, father, step-mother, step-father, legal foster parents, grandmother, grandfather, or grandchild of the employee or the spouse of the employee and the spouse, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the employee or any relative living in the immediate household of the employee, registered domestic partner, or those of the employee's spouse, or a "designated person" as defined in Art. 12.2.1, or such other persons as the Superintendent may designate out of consideration of unusual circumstances and conditions. If needed, additional absence without loss of salary may be authorized by the Superintendent. If additional time is needed, the employee may use accrued vacation time or request a leave of absence without pay. The Superintendent may or may not, in his/her discretion, grant a leave of absence without pay.

12.5 Personal Necessity

In order to receive leave under this provision, the person requesting the leave must notify his/her most immediate supervisor who is management.

- 12.5.1** A classified employee may elect to use, not to exceed a total of seven (7) days in any one (1) fiscal year, sick leave which has been earned, for personal necessities which fall into the following categories:
- 12.5.1.1** Bereavement leave which may be necessary beyond that authorized in the Article.
 - 12.5.1.2** Accident or emergency involving his/her person or property, or the person or property of a member of his/her immediate family, as defined under Bereavement Leave.
 - 12.5.1.3** Appearance in any court or before any administrative tribunal as a litigant, part, or witness under subpoena or any order made with jurisdiction, and for which no other leave is provided for this Article.
 - 12.5.1.4** Personal business such as arranging bank loans, closing escrow, IRS that cannot be conducted after regular working hours or during vacation.
 - 12.5.1.5** Such other reasons which may be prescribed by the Governing Board.
 - 12.5.1.6** Beginning with the 2007-08 school year, four (4) days

may be used as personal days with no more than two (2) days used consecutively, unless it is signed off by the Principal and reviewed and approved by the Superintendent.

12.6 Jury Duty and Witness

- 12.6.1** Leave of absence for jury service shall be granted to any classified employees who have been officially summoned to jury duty in local, state, or federal court. Leave shall be granted for the period of the jury service. The employee shall receive full pay while on leave provided that the jury service fee for such leave is assigned to the District and the subpoena or court certification is filed with the Superintendent. Request for jury service leave shall be made by presenting the official court summons to jury service to the immediate supervisor as soon as possible after receipt of such summons.
- 12.6.2** Leave of absence to serve as a witness in court case shall be granted an employee when he has been served a subpoena to appear as a witness not as the litigant in the case. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The employee shall receive full pay during the leave period, provided that the witness fee for such leave is assigned to and the subpoena or court certification is filed with the Superintendent. Request for leave of absence to serve as a witness shall be made presenting the official court summons to the immediate supervisor as soon as possible.
- 12.6.3** The jury service fee and witness fee referred to in 1 and 2 respectively do not include reimbursement for transportation expenses.
- 12.6.4** An employee who is required to report to jury service but whose jury services are not required that day shall inform his/her immediate supervisor of such action.

12.7 Military Leave

Military leave of absence shall be granted and compensated in accordance with the Military and Veterans Code.

12.8 Maternity/Paternity Leave

- 12.8.1** An employee shall be granted leave with pay for any period of disability contributed to by pregnancy, miscarriage, abortion,

childbirth, and recovery therefrom as confirmed by a physician and in accordance with the provisions of Section 12.2 of this Article.

12.8.2 An employee who is pregnant shall advise her supervisor and give an estimate of the dates (as confirmed by a physician's statement) the employee anticipates to be absent on account of disability related to the pregnancy.

12.8.3 The employee is entitled to use accumulated sick leave and other salary continuance benefits and extended disability pay (upon termination of accrued sick leave and other available paid leave) for the period of disability.

12.8.4 The employee shall request a maternity leave from the District in writing supported by a physician's statement attesting to the disability and specifying the anticipated period of absence. The district may, at its option, obtain other medical opinions in addition to the employee's own physician.

12.8.5 A leave of absence longer than the period of disability is a general leave of absence, not a maternity leave or a disability leave to which benefits are attendance and must be requested separately.

12.8.6 During a period of leave without pay, no health, dental, or life insurance benefits will be provided by the District. However, the employee may, at his/her option purchase such benefits at the actual cost to the District by submitting all necessary payments prior to the date such payments become due.

12.8.7 Ability of an employee to return to work following childbirth shall be determined by the employee in consultation with her physician, subject to the right of the District to receive a physician's opinion in writing as to the physical ability of the employee to perform duties.

12.8.8 Paternity leave shall be available pursuant to the provisions of Family Care and Medical Leave (see Exhibit "H").

12.9 Leave Reporting

12.9.1 The District shall maintain a record of all leave taken and the leave balance accumulated by each employee.

12.9.2 Any absence of thirty (30) minutes or less will be charged one-half (1/2) hour. Any absence over thirty minutes (30) but less than sixty (60) minutes will be charged as one (1) full hour, etc.

12.9.3 Absence from work required in order to have fingerprints recorded

and physical examinations for continued employment purposes, written or oral examinations or tests, appointments and interviews which may serve to advance the employee's status or position with the District, will not be chargeable against accrued leave. Such absences must be cleared with his/her most immediate supervisor who is management prior to the absence so that the supervisor may make any arrangements necessary.

12.9.4 Absences from work taken by permanent employees for the purposes of doctor or dentist appointments will be reported and charged against the employee's accrued sick leave totals, if any. If the employee has no accrued sick leave such time absent will be deducted from the employee's wages.

12.9.5 Every absence of each employee shall be reported and recorded in a manner prescribed by the District.

12.10 Return to Work After Illness or Disability

When an employee is absent due to illness or disability, the Superintendent may require that the employee obtain a written doctor's approval prior to return to work or may require that the employee pass a medical examination prior to his/her return to work, the cost of which is borne by the District.

12.11 Unpaid Leave

Unit members may apply for unpaid leave. The decision to grant or deny such request for unpaid leave shall be made by the Governing Board. Such leaves shall be for a maximum of one (1) year.

12.12 Family Care and Medical Leave

Unit members shall be eligible for Family Care and Medical Leave pursuant to Administrative Regulation 4161.8 (see Exhibit H).

12.13 Catastrophic Leave Bank

12.13.1 Creation

12.13.1.1 The Association and the District agree to create a Catastrophic Leave Bank effective July 1, 2021. The Catastrophic Leave Bank shall be funded in accordance with the terms of Section 12.13.2 below.

- 12.13.1.2** For the purposes of this section, a "day" shall be any day a unit member is expected to be on duty as determined by the terms of this Agreement.
- 12.13.1.3** Days in the Catastrophic Leave Bank shall accumulate from year to year.
- 12.13.1.4** Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank participant.
- 12.13.1.5** The Catastrophic Leave Bank shall be administered by a joint committee comprised of three (3) members appointed by the Association and two (2) members appointed by the District.

12.13.2 Eligibility and Contributions

- 12.13.2.1** All unit members on active duty with the District are eligible to contribute to the Catastrophic Leave Bank.
- 12.13.2.2** Participation is voluntary but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
- 12.13.2.3** Unit members who elect not to join the Catastrophic Leave Bank upon first becoming eligible have a waiting period of twenty (20) days after joining the bank before becoming eligible to withdraw from the Bank,
- 12.13.2.4** The contribution, on the appropriate form, shall be authorized by the unit member and continued from year to year until canceled by the unit Member.
- 12.13.2.5** Cancellation occurs automatically whenever a unit member fails to make her/his annual contribution or assessment. Cancellation, on the proper form, may be affected at any time and the unit member shall not be eligible to draw from the Bank as of the effective date of the cancellation. Sick leave previously authorized for contribution to the bank shall not be returned if the unit member effects cancellation.
- 12.13.2.6** Contributions shall be made between July 1 and October 1 of each school year. Unit members returning from extended leave which included the enrollment period and new hires will be permitted to contribute within 30-calendar days of beginning work. The District shall supply enrollment forms for the Catastrophic Leave Bank to all new unit members and those unit members returning from leave.

12.13.2.7 The annual rate of contribution by each participating unit member for each school year shall be one (1) day of sick leave that shall be deemed to equate to the legal minimum required by Education Code Section 44043.5.

12.13.3 Withdrawal from the Bank

12.13.3.1 Catastrophic Leave Bank participants whose paid leave is exhausted may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates a unit member or a member of the unit member's family for over ten (10) consecutive duty days which requires the unit member to take time off work to care for that family member. If a reoccurrence or a second illness or injury incapacitates a unit member or member of the unit member's family within 12 months, it shall be deemed catastrophic after five (5) consecutive days. Thus, a unit member who used the Bank, after exhaustion of sick leave, for 25 days to care for her/his spouse who dies of cancer, and, after returning to work, suffers a heart attack, shall be deemed to have a second catastrophic illness and may again withdraw from the bank after five (5) consecutive days off work.

12.13.3.2 Unit members must use all sick leave, but not differential leave, as defined in Article 10, Section 10.2, available to them before being eligible for a withdrawal from the Bank.

12.13.3.3 Unit members who have exhausted sick leave, but still have differential leave available are eligible for a withdrawal from the Catastrophic Leave Bank. The District shall pay the unit member full pay and the Bank shall be charged one-half (1/2) day.

12.13.3.4 The first ten (10) days of illness or disability must be covered by the unit member's own sick leave, differential leave, or leave without pay, the first time said unit member qualifies for a withdrawal from the Bank. For subsequent withdrawals within twelve (12) consecutive months, the first five (5) duty days of illness must be covered by the unit member's own sick leave, differential leave, or leave without pay.

12.13.3.5 If a unit member is incapacitated, applications may be submitted to the Committee by the participant's agent or member of the unit member family.

12.13.3.6 Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than 30 duty days. Unit members

may submit requests for extensions of withdrawals as their prior grants expire. A unit member's withdrawal from the bank may not exceed the statutory maximum period of twelve (12) consecutive months.

12.13.3.7 Unit members applying to withdraw or extend their withdrawal from the Catastrophic Leave Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. Members of the Committee shall keep information regarding the nature of the illness confidential.

12.13.3.8 Leave from the Bank may not be used for illness or disability which qualifies the unit member for worker compensation benefits.

12.13.3.9 If the Catastrophic Leave Bank does not have sufficient days to fund a request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the unit member, in writing, of the reason for the denial.

12.13.3.10 Withdrawals shall become effective immediately upon the exhaustion of sick leave or the waiting periods provided for in Sections 12.13.2.3 and 12.13.3.4, whichever is greater.

12.13.3.10.1 For example, if a unit member contributed when first eligible to contribute (Section 12.13.2.3) and had ten (10) days of accumulated sick leave when the illness began (Section 12.13.3.4), she/he shall begin withdrawing upon the 11th duty day, if otherwise eligible. If the unit member had fifteen (15) days of sick leave at the beginning of the illness, she/he shall begin withdrawing days on the 16th duty day. If the unit member had five (5) days of sick leave at the beginning of the illness, she/he shall begin withdrawing days on the eleventh (11th) duty day.

12.13.4 Administration of the Bank

12.13.4.1 The Catastrophic Leave Bank committee shall have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the unit member participants, to the Association, and to the District.

- 12.13.4.2** The committee's authority shall be limited to administration of the Bank. The committee shall approve all properly submitted requests complying with the of this Article. Withdrawals may not be denied on the basis of the type of illness or disability.
- 12.13.4.3** Applications shall be reviewed and decisions of the committee reported to the applicant, in writing, within ten (10) duty days of receipt of the application.
- 12.13.4.4** The committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any denials.
- 12.13.4.5** By October 5 of each school year, the District shall notify the committee of the following:
 - 12.13.4.5.1** The total number of accumulated days in the Bank on June 30th of the previous school year.
 - 12.13.4.5.2** The number of days contributed by unit members for the current year.
 - 12.13.4.5.3** The names of participating unit members.
 - 12.13.4.5.4** The number of days contributed by the District.
 - 12.13.4.5.5** The total number of days available in the Bank.
- 12.13.4.6** As requested by the Committee, the District shall notify the committee of the following:
 - 12.13.4.6.1** The names of any additional unit members who have joined in accordance with Section 12.13.2.
 - 12.13.4.6.2** The names of any unit members who have canceled participation in accordance with Section 12.13.2.
 - 12.13.4.6.3** The total number of days in the Bank at the beginning of the previous month.
 - 12.13.4.6.4** The total number of days added to the Bank by new participants and the District's match.
 - 12.13.4.6.5** The total number of days awarded during the previous month and to whom they were awarded.
 - 12.13.4.6.6** The total number of days remaining in the Bank on the last day of the month.

- 12.13.4.7** If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the then current members of the Bank proportionately.

**ARTICLE XIII
HOLIDAYS**

13.1 Unless otherwise declared by the District Board or by law, all regular employees in the bargaining unit will be granted the following paid holidays (See Exhibit F):

New Years Day.....	January 1
Martin Luther King Jr. Day.....	Third Monday in January
Lincoln's Birthday.....	February 12
Presidents' Day.....	Third Monday in February
Memorial Day.....	Last Monday in May
Juneteenth.....	June 19
Independence Day.....	July 4
Labor Day.....	First Monday in September
Admission Day.....	In lieu day - the work day immediately preceding Christmas day
Veteran's Day.....	November 11
Thanksgiving Day.....	The Thursday proclaimed by the President and the following Friday (2 days)
Christmas Day.....	December 25

13.2 Every day declared by the President, Congress, or Governor of this state as a public fast, mourning, thanksgiving, or holiday, or any day declared a holiday by the Governing Board for certificated or classified employees shall be a paid holiday under the Education Code 45203.

13.3 All employees as part of the classified service shall be entitled to establish paid holidays provided they are in paid status during any portion of their working day immediately preceding or succeeding the holiday.

13.4 When a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. When a holiday falls on a Sunday, the holiday shall be observed on the succeeding Monday.

13.5 CSEA shall be entitled to appoint at least one (1) representative to the District Calendar Committee.

ARTICLE XIV EVALUATIONS

- 14.1** The District is interested in collaborating with CSEA to develop an evaluation that system supports and incentivizes professional development and growth.
- 14.2** Evaluations should highlight employee strengths and weaknesses in such a way as to recognize quality performance, motivate improvement, and maintain a high degree of morale and harmony in the workplace and remediate poor work performance.
- 14.3** Probationary employees, both newly hired and promotional, shall receive one (1) formal performance evaluation on the form mutually agreed (see Exhibit I) upon by the District and CSEA during the first six (6) months of the probationary period. Probationary employees shall be formally evaluated at least once during the six-month probationary period. At the request of the District and with the written agreement of the affected unit member and CSEA, the probationary period may be extended for up to three (3) additional months for the unit member. Non-duty days and or recess periods greater than one (1) week shall not be counted as part of the six-month probationary period.

Permanent employees shall receive one (1) formal professional evaluation every year, to be completed prior to March 15th. After two (2) consecutive years of satisfactory evaluations after becoming permanent, the employee shall be evaluated every other year. Any employee, whether probationary or permanent, may be evaluated for unsatisfactory service at any time. An employee may request an evaluation. Requested evaluations shall not exceed more than two (2) per year.

- 14.3.1** Evaluations shall be performed by the employee's immediate supervisor (not a member of the bargaining unit). Employees having two (2) or more immediate supervisors shall receive an evaluation from one (1) supervisor assigned as a primary supervisor. All supervisors shall work collaboratively together on the evaluation. The primary supervisor shall sign the evaluation prior to presenting it to the employee.
- 14.3.2** Input for performance evaluations shall be limited to those individuals who possess extensive personal knowledge of the employee's job performance. Each individual whose input is obtained shall be identified on the evaluation form by the primary supervisor.
- 14.3.3** The primary supervisor shall schedule a personal meeting with the employee evaluated to review the evaluation, and provide free communication between them toward seeking the best working relationship possible. Evaluation reviews may be used to set goals for the employee for the future, to identify areas in which the employee might seek improvement through education or training and generally ensure that the employee and supervisor share an understanding of the goals and mission of the

workplace. No evaluation shall be complete for filing until such a meeting has been held.

- 14.3.4** The employee shall sign the evaluation at the review meeting. The employee's signature does not imply agreement with the supervisor's ratings but indicates the employee and supervisor have met and reviewed the evaluation.
- 14.3.5** The employee shall have the right to prepare a written response to the evaluation within ten (10) working days. This response shall become a part of the formal evaluation, and shall be attached to the original evaluation form in the employee's file.
- 14.3.6** The original evaluation form shall be inserted in the employee's personnel file. The employee shall receive a copy of the completed evaluation, as shall the primary supervisor.
- 14.3.7** An employee may appeal an evaluation she/he believes to be incorrect or unfair, initiating the appeal at the next level of supervision, within ten (10) working days of receipt of the evaluation. The employee may continue the appeal up to the Superintendent if not satisfied.
- 14.3.8** Alleged procedural violation of this Article, but not the contents of the evaluation, shall be subject to the grievance procedure.

14.4 Personnel Files

There shall be maintained at the District Office one (1) central personnel file for each employee. These files shall be maintained in one (1) location under, secure storage. Each employee's personnel file constitutes the permanent, official record of her/his employment, and is the file referred to in Education Code section 44031. Access to an employee's personnel file shall be limited to the employee, District trustees, and management, supervisory and confidential employees on official business, any representative of the employee with the employee's written authorization, and any individual authorized access by order of a court of law.

- 14.4.1** No action may be taken against an employee based on documentary or recorded materials which are not a part of the personnel file. Documentary or recorded materials to be placed in an employee's personnel file by the District shall be initialized and dated by the individual entering same. A copy of all materials entered in the personnel file shall be provided to the employee at the time the material is entered.
- 14.4.2** Employees may inspect their personnel files with prior notice at any time the District Office is open for business and the employee is not on duty or has made arrangements with his/her immediate supervisor for that purpose. The

District has the right to observe file inspections to ensure security of the file contents.

- 14.4.3** Documentary or recorded materials of a derogatory nature shall not be entered in an employee's personnel file until the employee has been provided a copy of the material along with written notice it is going to be entered in his/her file. The notice shall indicate the date on which the materials will be entered, which shall not be sooner than five (5) working days following receipt of the notice by the employee.

Employees shall have the right to obtain copies of any materials contained in their personnel files. The District shall provide requested copies to an employee without charge, and within a reasonable period of time.

14.4.4 Working Files

The District shall not base any action against an employee on materials contained in a supervisor's casual working file which are not also entered into the employee's personnel file. Working files are to be viewed as conveniences of the supervisor only, and have no legal existence.

14.5 Conflict Resolution

- 14.5.1** The parties recognize the need for a procedure that provides a foundation for positive, non-adversarial resolution of potential conflicts resulting from employee performance or behavior.

- 14.5.2** The expressed intention of this procedure is for all parties to engage in a candid, non-adversarial review of incidents and issues which may lead to more formal discipline. It is also intended to reduce tensions and to resolve specific conflict areas.

- 14.5.3** This procedure is not intended to circumvent the District's ability to impose appropriate disciplinary action for just cause. Rather, it is an effort to address smaller conflicts before they become larger issues.

14.5.4 Procedure

- 14.5.4.1** Should a conflict arise, an employee or supervisor may contact the Chapter Chief Union Steward or designee to implement this procedure.

- 14.5.4.2** Upon notification, the Chief Union Steward or designee shall schedule a meeting within five (5) working days to meet with the parties involved. The supervisor of the involved parties will be notified, as well. Should all parties agree to

participate the involved parties shall draft a separate list of issues to be discussed at the meeting. The lists should be exchanged between the employee and the involved parties-at least three (3) days prior to the scheduled meeting.

- 14.5.4.3** The meeting should be conducted in an atmosphere conducive to conflict resolution and in a non-adversarial manner. Each participant should be given ample opportunity to discuss the items on his or her list. The discussion should occur in a candid, non-hostile, non-threatening environment.
- 14.5.4.4** The parties agree to reduce to writing a description of goals and objectives reached as a result of this procedure and shall develop a timeline for each specific goal or objective. The time lines should not exceed sixty (60) calendar days.
- 14.5.4.5** Upon expiration of the time lines, the involved parties and the Chief Union Steward or designee shall meet to review the goals and objectives set at the original meeting.

**ARTICLE XV
GRIEVANCE PROCEDURE**

15.1 Definitions

- 15.1.1** A "Grievance" is an allegation that the grievant has been directly or adversely affected by an interpretation, application, or violation of this Contract.
- 15.1.2** A grievance may be an employee or the CSEA.
- 15.1.3** A business day or work day is one in which the District Office is open for business.
- 15.1.4** Immediate supervisor is the lowest level administrator who has been designated by management to adjust grievances and who has immediate jurisdiction over the grievant.

15.2 General Provisions

- 15.2.1** Within the time limit indicated in the appropriate levels, the grievant, the immediate supervisor or subsequent levels of management may request a personal conference and such requests shall be honored.
- 15.2.2** Until final disposition of a grievance is accomplished, the grievant is required to conform to the original direction of his/her supervisor.
- 15.2.3** An employee may be represented at all stages of the grievance procedures, by himself or herself, at his/her option, by a representative of the Association.
- 15.2.4** Time limits for appeal provided in each level shall begin the day following receipt of the written decision by the grievant.
- 15.2.5** When it is necessary for a representative designated by CSEA to investigate a grievance or attend a grievance meeting or hearing during the day, he/she will, upon notice to the Principal or immediate supervisor by the President of the CSEA, be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigations, meetings, or hearings as a witness will be released for the appropriate amount of time to testify if necessary with no loss of pay.
- 15.2.6** The grievant and any necessary witness shall appear at any hearing required by these grievance procedures during working hours. The preparation of the grievance shall be on the employee's own time.

- 15.2.7** No reprisals of any kind will be taken by the Superintendent or any member or representative of the administration in the grievance procedures by reason of such participation.
- 15.2.8** All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants. Support documents originally contained in personnel files will be returned to the files unless eliminated by the grievance procedure.
- 15.2.9** On May 8, 2013, the parties agreed to a revised Grievance form (Exhibit G).

15.3 Informal Level

- 15.3.1** Before filing a formal grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor. This conference shall be held within twenty (20) business days of the date the grievant knew or should have known of the violation.

15.4 Formal Levels

15.4.1 Level I

- 15.4.1.1** If the grievance is not resolved to the satisfaction of the grievant at the Informal Level, a formal grievance may be filed by the grievant within ten (10) business days of the informal conference. The grievant must present his/her grievance in writing on the Grievance form to his/her supervisor. (See Exhibit G).
- 15.4.1.2** This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remote remedy sought.
- 15.4.1.3** The immediate supervisor shall meet with the aggrieved party and/or designated CSEA representative, and respond in writing as soon as possible but not to exceed ten (10) business days. Failure by the grievant to appeal a decision within ten (10) business days shall be deemed an acceptance of the decision. Failure by the immediate supervisor to communicate his decision within the specific time limit shall permit the grievant to appeal to the next level without the written decision.

15.4.2 Level II

- 15.4.2.1** In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision on the form prescribed by the District to the Superintendent, or his designee, within ten (10) business days after receiving a decision from Level I.
- 15.4.2.2** This statement shall include a copy of the original grievance and appeal, the decisions rendered and a clear, concise statement of the reasons for the appeal.
- 15.4.2.3** The Superintendent, or designees, shall meet with the grievant and shall communicate a decision in writing to the grievant as soon as possible, but not to exceed fifteen (15) business days after receiving the appeal. Failure by a grievant to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. Failure by the Superintendent to communicate his decision within the specified time limits shall permit the grievant to appeal to the next level without a written decision.

15.4.3 Level III

- 15.4.3.1** The aggrieved party and/or CSEA may appeal the decision to Mediation by completing the prescribed form and submitting it to the Superintendent within ten (10) business days after the receipt of the decision from the Superintendent.
- 15.4.3.2** Within ten (10) business days following the appeal, the CSEA shall so notify the California State Mediation and Conciliation Service (CSMCS). CSMCS shall appoint a mediator who shall schedule a mediation conference at the earliest possible date. Mediation conferences shall take place at a convenient location and time.
- 15.4.3.3** Each party shall designate its representative for the mediation conference. There shall be one (1) person from each party designated as spokesperson for the party at the mediation conference.
- 15.4.3.4** The mediator shall assist the parties in resolving the grievances. The mediator shall have the authority to meet separately with either party, but shall not have the

authority to compel the resolution of the grievance.

15.4.3.5 If, after due diligence, but not to exceed twenty (20) calendar days, the mediator concludes resolution is not possible, the mediator shall notify both parties.

15.4.3.6 The cost, if any, of the mediator shall be borne by the District.

15.4.4 Level IV

15.4.4.1 If the grievance is not resolved at the mediation level, the grievant, may, with the concurrence of CSEA, request arbitration of the dispute.

The request shall be made by written notice to the Superintendent within ten (10) calendar days of the receipt of the notice by the mediator that resolution is not possible and shall contain the same information as set forth in Level II.

15.4.4.2 The Arbitrator will be selected by mutual agreement between the District and CSEA.

15.4.4.3 After hearing the evidence, the Arbitrator shall submit his/her findings/conclusions to the CSEA and Superintendent. The decision of the Arbitrator will be final and binding upon the parties.

**ARTICLE XVI
DISCIPLINE**

16.1 Termination of Probationary Employment

At any time prior to the expiration of the six (6) month probationary period, the District may, at its discretion, release a probationary classified employee from district employment. A probationary employee shall not be entitled to a hearing.

16.2 Disciplinary Action

Permanent classified employees shall be subject to disciplinary action (suspension "without pay, demotion, dismissal, or any reassignment) only for cause. The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

16.2.1 Causes

The following constitutes cause for disciplinary action against a permanent classified employee:

- 16.2.1.1** Falsifying any information supplied to the school district, including, but not limited to, information supplied on application forms, employment records, or any other school district records.
- 16.2.1.2** Incompetency.
- 16.2.1.3** Inefficiency.
- 16.2.1.4** Neglect of duty.
- 16.2.1.5** Insubordination.
- 16.2.1.6** Dishonesty.
- 16.2.1.7** Drinking alcoholic beverages while on duty or in such close time proximity hereto as to cause any detrimental effect upon the employee or upon employees associated with him/her.
- 16.2.1.8** Addiction to the use of controlled substances.
- 16.2.1.9** Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.

- 16.2.1.10** Absence without leave.
- 16.2.1.11** Immoral conduct.
- 16.2.1.12** Discourteous treatment of the public, students, or other employees.
- 16.2.1.13** Improper political activity.
- 16.2.1.14** Willful disobedience.
- 16.2.1.15** Misuse of district property.
- 16.2.1.16** Violation of district, Board or departmental rule, policy, or procedure.
- 16.2.1.17** Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.
- 16.2.1.18** Refusal to take and subscribe any oath or affirmation which is required by law in connection with his/her employment.
- 16.2.1.19** Physical or mental disability, which disability precludes the employee from the proper performance of his/her duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law regulating retirement of employees.
- 16.2.1.20** Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age against the public or other employees while acting in the capacity of a district employee.
- 16.2.1.21** Unlawful retaliation against any other district officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to actual or suspected violation of any law of this State or the United States occurring on the job or directly related thereto.
- 16.2.1.22** Any other failure of good behavior during duty hours which is of such nature that it causes discredit to the

district or his/her employment.

Except as defined above, no disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee would have disclosed the facts to the district.

16.3 Initiation and Notification of Charges The District Superintendent or designee may initiate disciplinary action as defined herein against a permanent classified employee. To the extent possible, and based on the specific situation, progressive discipline procedures generally will be employed prior to the initiation of disciplinary action against a classified employee.

Prior to initiating disciplinary action and filing written charges with the Board, the Superintendent or designee shall meet with the employee and review the discipline proposed. If, after such meeting the Superintendent or designee is not persuaded by the employee's responses, the Superintendent shall pursue formal disciplinary action against the employee.

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

- 16.3.1** A statement of the nature of the personnel action.
- 16.3.2** A statement the cause of causes therefore as set forth above.
- 16.3.3** A statement of the specific acts or omissions upon which the causes are based.
- 16.3.4** A statement of the employee's right to appeal the recommendation and the manner and time within which his/her appeal must be filed.
- 16.3.5** A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

16.4 Right to Appeal

The employee may, within five (5) calendar days after receiving the recommendation of disciplinary action described above, appeal by signing and

filing the card or paper included with the recommendation or any other written document signed and appropriately filed within the specified time limit.

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

16.5 Hearing Procedure

- 16.5.1** Upon receipt of an appeal from intended disciplinary action, the governing board will consider the appeal, and within thirty (30) days after receipt of the appeal, shall conduct a hearing as provided by law and render judgment to affirm, modify, or revoke the action being appealed.
- 16.5.2** The employee shall have the right to appear in person on his/her own behalf, with counsel or such representation as he/she considers necessary, and be heard in his/her defense.
- 16.5.3** All hearings shall be held in closed session of the governing board unless the appealing employee requests an open hearing on his/her written appeal.
- 16.5.4** The finding and decision of the governing board on the appeal shall be final and conclusive on all parties.
- 16.5.5** If the evidence presented by the employee sustains all or part of the appeal, the governing board shall order full or part of his/her compensation from the time of dismissal, suspension, demotion or other disciplinary action as it deems appropriate and shall order the employee's reinstatement.
- 16.5.6** A copy of the written decision by the Board shall be sent to the employee and his/her representative no later than five (5) work days after it is adopted.

16.6 Suspension with Pay

In cases of dismissal and/or where it is felt that district personnel, students, district property or the public are endangered, the Superintendent may suspend an employee with pay by giving a written notice to the employee and to CSEA prior to a hearing being held. However, the procedure for notice, hearing, etc., as provided in this Article shall be followed. The employee shall remain in paid status until a final decision has been made which may include disciplinary action or reinstatement to the position held prior to the suspension.

**ARTICLE XVII
SAVINGS**

- 17.1** 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 provisions 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.
- 17.2** In the event of suspension or invalidation of any Article or Section of this Agreement, the parties shall mutually agree to meet and negotiate within sixty (60) days after notice by either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

**ARTICLE XVIII
COMPLETION OF AGREEMENT**

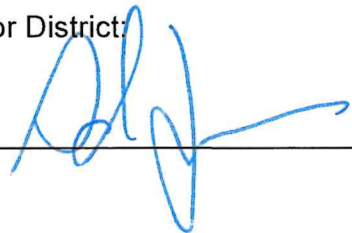
18.1 This document comprises the entire Agreement between the District and employees on the matters within the lawful scope of negotiations.

**ARTICLE XIX
TERMS/REOPENER**


19.1 This is a three (3) year agreement (2021-22, 2022-23, and 2023-24) with no reopeners.

The foregoing changes are tentatively agreed by CSEA and Shoreline Unified School District, December 5, 2022:

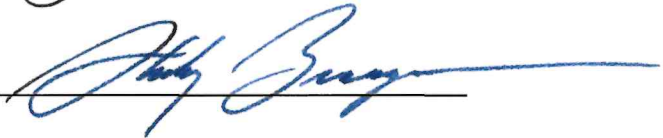
For District:



For CSEA, Chapter No. 304



Jamie C. Schmitt



8/21/23
Date

8-21-2023
Date

Classified Positions

The following chart represents classified positions represented by the CSEA bargaining unit:

RANGE 17	District Technology Coordinator
RANGE 16	District Mechanic Coordinator of Buildings & Grounds After School Program Director
RANGE 15	Administrative Secretary Bus Driver Instructor/Bus Driver District Clerk Skilled Maintenance Family Advocate
RANGE 14.5	Para Educator II Special Education
RANGE 14	Para Educator II – Library Para Educator II – Art Para Educator II – Computer Bus Driver
RANGE 13	District Food Services Manager
RANGE 12	Para Educator I Para Educator I – Preschool Sub Service
RANGE 11	Volunteer Coordinator
RANGE 10	Food Service Lead
RANGE 9	Open
RANGE 8	Maintenance/Custodian
RANGE 7	Groundskeeper
RANGE 6	Food Service Assistant

Shoreline Unified School District
Classified Salary Schedule
2021-2022

Position	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 15
Technology Coordinator	17	29.16	30.33	31.55	32.82	34.12	35.48	36.90	38.39	39.91	41.51	43.17	44.89
District Mechanic Coordinator of Buildings/Grounds Afterschool Program Coordinator	16	23.52	24.45	25.45	26.45	27.52	28.62	29.76	30.94	32.18	33.47	34.7	35.85
Administrative Secretary Family Advocate District Clerk Skilled Maintenance Bus Driver Instructor	15	23.03	23.95	24.90	25.91	26.93	28.01	29.13	29.96	31.51	32.76	34.07	35.44
Para Educator II Spec Ed	14.5	22.17	23.04	23.98	24.93	25.93	26.97	28.04	29.17	30.34	31.50	32.76	34.07
Para Educator II (Library, Art, Reading, Computer) Bus Driver	14	21.30	22.14	23.04	23.97	24.92	25.92	26.94	28.03	29.15	30.31	31.52	32.78
Food Service Manager	13	20.86	21.69	22.55	23.46	24.40	25.36	26.39	27.45	28.52	29.67	30.85	32.09
Para Educator I Sub Service	12	20.31	21.13	21.97	22.85	23.75	24.71	25.68	26.72	27.79	28.90	30.05	31.25
Volunteer Coordinator	11	19.86	20.65	21.48	22.35	23.23	24.15	25.13	26.13	27.18	28.27	29.41	30.58
Food Service Lead	10	19.34	20.11	20.91	21.75	22.64	23.54	24.47	25.46	26.46	27.53	28.63	29.78
Open Range	9	18.91	19.67	20.46	21.27	22.12	23.02	23.94	24.89	25.90	26.92	27.99	29.11
Maintenance/Custodian	8	18.41	19.15	19.92	20.71	21.53	22.40	23.30	24.24	25.21	26.23	27.28	28.37
Groundskeeper	7	17.99	18.72	19.46	20.24	21.05	21.88	22.77	23.67	24.62	25.61	26.63	27.69
Food Service Assistant	6	17.55	18.27	18.99	19.75	20.56	21.35	22.21	23.09	24.02	24.97	25.97	27.01

Board Approved December 13, 2022
Added steps 11 and 15 effective July 1, 2020

Bilingual Stipend \$1,250.00/year prorated by FTE

LONGEVITY

After 8th full year	\$125.00	Per Month
After 11th full year	\$150.00	Per Month
After 15th full year	\$175.00	Per Month
After 20th full year	\$200.00	Per Month
After 25th full year	\$225.00	Per Month

HOURLY DIFFERENTIAL PAY \$0.75

For contracted hours worked before 7:30 AM or after 5:00 PM

Negotiated Increase for 2021-2022:	3.5%
Negotiated Increase for 2022-2023:	3.5%
Negotiated Increase for 2023-2024:	3.0%

Shoreline Unified School District
Classified Salary Schedule
2022-2023

Position	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 15
Technology Coordinator	17	30.18	31.39	32.65	33.97	35.31	36.72	38.19	39.73	41.31	42.96	44.68	46.46
District Mechanic Coordinator of Buildings/Grounds Afterschool Program Coordinator	16	24.34	25.31	26.34	27.38	28.48	29.62	30.80	32.02	33.31	34.64	35.68	37.10
Administrative Secretary Family Advocate District Clerk Skilled Maintenance Bus Driver Instructor	15	23.84	24.79	25.77	26.82	27.87	28.99	30.15	31.01	32.61	33.91	35.26	36.68
Para Educator II Spec Ed	14.5	22.95	23.85	24.82	25.80	26.84	27.91	29.02	30.19	31.40	32.60	33.91	35.26
Para Educator II (Library, Art, Reading, Computer) Bus Driver	14	22.05	22.91	23.85	24.81	25.79	26.83	27.88	29.01	30.17	31.37	32.62	33.93
Food Service Manager	13	21.59	22.45	23.34	24.28	25.25	26.25	27.31	28.41	29.52	30.71	31.93	33.21
Para Educator I Sub Service	12	21.02	21.87	22.74	23.65	24.58	25.57	26.58	27.66	28.76	29.91	31.10	32.34
Volunteer Coordinator	11	20.56	21.37	22.23	23.13	24.04	25.00	26.01	27.04	28.13	29.26	30.44	31.65
Food Service Lead	10	20.02	20.81	21.64	22.51	23.43	24.36	25.33	26.35	27.39	28.49	29.63	30.82
Open Range	9	19.57	20.36	21.18	22.01	22.89	23.83	24.78	25.76	26.81	27.86	28.97	30.13
Maintenance/Custodian	8	19.05	19.82	20.62	21.43	22.28	23.18	24.12	25.09	26.09	27.15	28.23	29.36
Groundskeeper	7	18.62	19.38	20.14	20.95	21.79	22.65	23.57	24.50	25.48	26.51	27.56	28.66
Food Service Assistant	6	18.16	18.91	19.65	20.44	21.28	22.10	22.99	23.90	24.86	25.84	26.88	27.96

Board Approved December 13, 2022
Added steps 11 and 15 effective July 1, 2020

Bilingual Stipend \$1,250.00/year prorated by FTE

LONGEVITY		
After 8th full year	\$125.00	Per Month
After 11th full year	\$150.00	Per Month
After 15th full year	\$175.00	Per Month
After 20th full year	\$200.00	Per Month
After 25th full year	\$225.00	Per Month

HOURLY DIFFERENTIAL PAY \$0.75
For contracted hours worked before 7:30 AM or after 5:00 PM

Negotiated Increase for 2021-2022:	3.5%
Negotiated Increase for 2022-2023:	3.5%
Negotiated Increase for 2023-2024:	3.0%

Shoreline Unified School District
Classified Salary Schedule
2023-2024

Position	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 15
Technology Coordinator	17	31.09	32.33	33.63	34.99	36.37	37.82	39.34	40.92	42.55	44.25	46.02	47.85
District Mechanic Coordinator of Buildings/Grounds Afterschool Program Coordinator	16	25.07	26.07	27.13	28.20	29.33	30.51	31.72	32.98	34.31	35.68	36.75	38.21
Administrative Secretary Family Advocate District Clerk Skilled Maintenance Bus Driver Instructor	15	24.56	25.53	26.54	27.62	28.71	29.86	31.05	31.94	33.59	34.93	36.32	37.78
Para Educator II Spec Ed	14.5	23.64	24.57	25.56	26.57	27.65	28.75	29.89	31.10	32.34	33.58	34.93	36.32
Para Educator II (Library, Art, Reading, Computer) Bus Driver	14	22.71	23.60	24.57	25.55	26.56	27.63	28.72	29.88	31.08	32.31	33.60	34.95
Food Service Manager	13	22.24	23.12	24.04	25.01	26.01	27.04	28.13	29.26	30.41	31.63	32.89	34.21
Para Educator I Sub Service	12	21.65	22.53	23.42	24.36	25.32	26.34	27.38	28.49	29.62	30.81	32.03	33.31
Volunteer Coordinator	11	21.18	22.01	22.90	23.82	24.76	25.75	26.79	27.85	28.97	30.14	31.35	32.60
Food Service Lead	10	20.62	21.43	22.29	23.19	24.13	25.09	26.09	27.14	28.21	29.34	30.52	31.74
Open Range	9	20.16	20.97	21.82	22.67	23.58	24.54	25.52	26.53	27.61	28.70	29.84	31.03
Maintenance/Custodian	8	19.62	20.41	21.24	22.07	22.95	23.88	24.84	25.84	26.87	27.96	29.08	30.24
Groundskeeper	7	19.18	19.96	20.74	21.58	22.44	23.33	24.28	25.24	26.24	27.31	28.39	29.52
Food Service Assistant	6	18.70	19.48	20.24	21.05	21.92	22.76	23.68	24.62	25.61	26.62	27.69	28.80

Board Approved December 13, 2022

Added steps 11 and 15 effective July 1, 2020

Bilingual Stipend \$1,250.00/year prorated by FTE

LONGEVITY

After 8th full year	\$125.00	Per Month
After 11th full year	\$150.00	Per Month
After 15th full year	\$175.00	Per Month
After 20th full year	\$200.00	Per Month
After 25th full year	\$225.00	Per Month

HOURLY DIFFERENTIAL PAY \$0.75

For contracted hours worked before 7:30 AM or after 5:00 PM

Negotiated Increase for 2021-2022:	3.5%
Negotiated Increase for 2022-2023:	3.5%
Negotiated Increase for 2023-2024:	3.0%

SHORELINE UNIFIED SCHOOL DISTRICT
CLASSIFIED HEALTH BENEFITS
Rates effective October 1, 2021 - September 30, 2022

HIGH OPTION

	MONTHLY PREMIUM	H.S.A. CONTRIBUTION 1/1/2020	100%			
			Monthly District Cap	District Pays 12 pyck	Employee 12 pyck	District Pays 10 pyck
KAISER \$20 OV, \$10-20 Rx (Plan # 606394-0012ABN)						
Employee	\$ 835.00	N/A	\$ 658.00	\$ 658.00	\$ 177.00	\$ 789.60 \$ 212.40
Emp+1	\$ 1,761.00	N/A	\$ 1,374.00	\$ 1,374.00	\$ 387.00	\$ 1,648.80 \$ 464.40
Emp+Fam	\$ 2,445.00	N/A	\$ 1,625.00	\$ 1,625.00	\$ 820.00	\$ 1,950.00 \$ 984.00
BLUE SHIELD 100% PLAN B \$20/\$7/100% (Plan #733610P011000)						
Employee	\$ 832.00	N/A	\$ 658.00	\$ 658.00	\$ 174.00	\$ 789.60 \$ 208.80
Emp+1	\$ 1,757.00	N/A	\$ 1,374.00	\$ 1,374.00	\$ 383.00	\$ 1,648.80 \$ 459.60
Emp+Fam	\$ 2,442.00	N/A	\$ 1,625.00	\$ 1,625.00	\$ 817.00	\$ 1,950.00 \$ 980.40

NOTE:
11 month employees receive health benefits deductions in ONLY 10 months, and will see their deductions in the "Employee 10 pyck" columns.

MID OPTION

	MONTHLY PREMIUM	H.S.A. CONTRIBUTION 1/1/2020	100%			
			Monthly District Cap	District Pays 12 pyck	Employee 12 pyck	District Pays 10 pyck
KAISER DHMO \$500 (Plan # 606394-0015ABN)						
Employee	\$ 722.00	N/A	\$ 658.00	\$ 658.00	\$ 64.00	\$ 789.60 \$ 76.80
Emp+1	\$ 1,524.00	N/A	\$ 1,374.00	\$ 1,374.00	\$ 150.00	\$ 1,648.80 \$ 180.00
Emp+Fam	\$ 2,116.00	N/A	\$ 1,625.00	\$ 1,625.00	\$ 491.00	\$ 1,950.00 \$ 589.20
BLUE SHIELD 90% PLAN E 20/\$7/90% (Plan # 733610P021000)						
Employee	\$ 761.00	N/A	\$ 658.00	\$ 658.00	\$ 103.00	\$ 789.60 \$ 123.60
Emp+1	\$ 1,600.00	N/A	\$ 1,374.00	\$ 1,374.00	\$ 226.00	\$ 1,648.80 \$ 271.20
Emp+Fam	\$ 2,221.00	N/A	\$ 1,625.00	\$ 1,625.00	\$ 596.00	\$ 1,950.00 \$ 715.20
BLUE SHIELD 80% PLAN G \$30/\$5/80% (Plan # 733610P031000)						
Employee	\$ 673.00	N/A	\$ 658.00	\$ 658.00	\$ 15.00	\$ 789.60 \$ 18.00
Emp+1	\$ 1,416.00	N/A	\$ 1,374.00	\$ 1,374.00	\$ 42.00	\$ 1,648.80 \$ 50.40
Emp+Fam	\$ 1,966.00	N/A	\$ 1,625.00	\$ 1,625.00	\$ 341.00	\$ 1,950.00 \$ 409.20

HIGH DEDUCTIBLE PLANS

	MONTHLY PREMIUM	H.S.A. CONTRIBUTION 1/1/2020	100%			
			Monthly District Cap	District Pays 12 pyck	Employee 12 pyck	District Pays 10 pyck
KAISER HDHP/H.S.A \$1500/\$3000 (Plan # 606394-0019ABN)						
Employee	\$ 533.00	\$ 1,500.00	\$ 658.00	\$ 533.00	\$ -	\$ 639.60 \$ -
Emp+1	\$ 1,124.00	\$ 3,000.00	\$ 1,374.00	\$ 1,124.00	\$ -	\$ 1,348.80 \$ -
Emp+Fam	\$ 1,561.00	\$ 3,000.00	\$ 1,625.00	\$ 1,375.00	\$ 186.00	\$ 1,650.00 \$ 223.20
BLUE SHIELD \$3,000/\$5,000 (Plan # 733610P041000)						
Employee	\$ 509.00	\$ -	\$ 658.00	\$ 509.00	\$ -	\$ 610.80 \$ -
Emp+1	\$ 1,119.00	\$ -	\$ 1,374.00	\$ 1,119.00	\$ -	\$ 1,342.80 \$ -
Emp+Fam	\$ 1,577.00	\$ -	\$ 1,625.00	\$ 1,577.00	\$ -	\$ 1,892.40 \$ -

This is the Health Savings Account (HSA) Plan

LIFE INSURANCE

Employee	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00
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DENTAL DENTAL

	MONTHLY PREMIUM	40 Hour Work Week				30-39.99 Hour Work Week				21-29.99 Wk Wk and Bus Drivers				15-20.99 Work Week			
		100%		85%		75%		50%		100%		85%		75%		50%	
		District Pays 12 pyck	Employee 12 pyck	District Pays 10 pyck	Employee 10 pyck	District Pays 12 pyck	Employee 12 pyck	District Pays 10 pyck	Employee 10 pyck	District Pays 12 pyck	Employee 12 pyck	District Pays 10 pyck	Employee 10 pyck	District Pays 12 pyck	Employee 12 pyck	District Pays 10 pyck	Employee 10 pyck
Employee	\$ 60.90	\$ 60.90	\$ -	\$ 73.08	\$ -	\$ 51.77	\$ 9.14	\$ 62.12	\$ 10.96	\$ 45.68	\$ 15.23	\$ 54.81	\$ 18.27	\$ 30.45	\$ 30.45	\$ 36.54	\$ 36.54
Emp+1	\$ 110.30	\$ 60.90	\$ 49.40	\$ 73.08	\$ 59.28	\$ 51.77	\$ 58.54	\$ 62.12	\$ 70.24	\$ 45.68	\$ 64.63	\$ 54.81	\$ 77.55	\$ 30.45	\$ 79.85	\$ 36.54	\$ 95.82
Emp+Fam	\$ 158.58	\$ 60.90	\$ 97.68	\$ 73.08	\$ 117.22	\$ 51.77	\$ 106.82	\$ 62.12	\$ 128.18	\$ 45.68	\$ 112.91	\$ 54.81	\$ 135.49	\$ 30.45	\$ 128.13	\$ 36.54	\$ 153.76
VISION																	
Employee	\$ 11.52	\$ 11.52	\$ -	\$ 13.82	\$ -	\$ 9.79	\$ 1.73	\$ 11.75	\$ 2.07	\$ 8.64	\$ 2.88	\$ 10.37	\$ 3.46	\$ 5.76	\$ 5.76	\$ 6.91	\$ 6.91
Emp+1	\$ 21.39	\$ 11.52	\$ 9.87	\$ 13.82	\$ 11.84	\$ 9.79	\$ 11.60	\$ 11.75	\$ 13.92	\$ 8.64	\$ 12.75	\$ 10.37	\$ 15.30	\$ 5.76	\$ 15.63	\$ 6.91	\$ 18.76
Emp+Fam	\$ 32.95	\$ 11.52	\$ 21.43	\$ 13.82	\$ 25.72	\$ 9.79	\$ 23.16	\$ 11.75	\$ 27.79	\$ 8.64	\$ 24.31	\$ 10.37	\$ 29.17	\$ 5.76	\$ 27.19	\$ 6.91	\$ 32.63

Dental and rates are determined by the percentages below

100% DISTRICT PAID *	85% DISTRICT PAID *	75% DISTRICT PAID *	50% DISTRICT PAID *
40 hour work week	30.00-39.99 hour work week	21.00 -29.99 hour work week	15.00-20.99 hour work week
		20 hr work wk Bus Drivers (split shift only)	

*District Paid - Employee only

SHORELINE UNIFIED SCHOOL DISTRICT
 CLASSIFIED HEALTH BENEFITS
 Rates effective October 1, 2022 - September 20, 2023

HIGH DEDUCTIBLE PLANS				0.5 FTE to 1.0 FTE			
MONTHLY PREMIUM	H.S.A. CONTRIBUTION 1/1/2023	MONTHLY DISTRICT CAP	DISTRICT 12 PYCK	EMPLOYEE 12 PYCK	DISTRICT 10 PYCK	EMPLOYEE 10 PYCK	
KAISER HSA \$1,500 - 606394-0019ABN							
SINGLE	\$ 574.00	\$ 1,500.00	\$ 699.00	\$ 574.00	\$ -	\$ 688.80	
2 PARTY	\$ 1,210.00	\$ 3,000.00	\$ 1,460.00	\$ 1,210.00	\$ -	\$ 1,452.00	
FAMILY	\$ 1,681.00	\$ 3,000.00	\$ 1,625.00	\$ 1,375.00	\$ 306.00	\$ 1,650.00	
BLUE SHIELD HSA B - 733610P041000							
SINGLE	\$ 551.00	N/A	\$ 699.00	\$ 551.00	\$ -	\$ 661.20	
2 PARTY	\$ 1,213.00	N/A	\$ 1,460.00	\$ 1,213.00	\$ -	\$ 1,455.60	
FAMILY	\$ 1,709.00	N/A	\$ 1,625.00	\$ 1,625.00	\$ 84.00	\$ 1,950.00	
HIGH OPTION				0.5 FTE to 1.0 FTE			
MONTHLY PREMIUM	H.S.A. CONTRIBUTION 1/1/2023	MONTHLY DISTRICT CAP	DISTRICT 12 PYCK	EMPLOYEE 12 PYCK	DISTRICT 10 PYCK	EMPLOYEE 10 PYCK	
KAISER \$20 OV, \$10-20 Rx - 606394-0012ABN							
SINGLE	\$ 899.00	N/A	\$ 699.00	\$ 699.00	\$ 200.00	\$ 838.80	
2 PARTY	\$ 1,897.00	N/A	\$ 1,460.00	\$ 1,460.00	\$ 437.00	\$ 1,752.00	
FAMILY	\$ 2,634.00	N/A	\$ 1,625.00	\$ 1,625.00	\$ 1,009.00	\$ 1,950.00	
BLUE SHIELD 100-B \$20; Rx 7-25 - 733610P011000							
SINGLE	\$ 900.00	N/A	\$ 699.00	\$ 699.00	\$ 201.00	\$ 838.80	
2 PARTY	\$ 1,910.00	N/A	\$ 1,460.00	\$ 1,460.00	\$ 450.00	\$ 1,752.00	
FAMILY	\$ 2,660.00	N/A	\$ 1,625.00	\$ 1,625.00	\$ 1,035.00	\$ 1,950.00	
MID OPTION				0.5 FTE to 1.0 FTE			
MONTHLY PREMIUM	H.S.A. CONTRIBUTION 1/1/2023	MONTHLY DISTRICT CAP	DISTRICT 12 PYCK	EMPLOYEE 12 PYCK	DISTRICT 10 PYCK	EMPLOYEE 10 PYCK	
KAISER DHMO \$500 - 606394-0015ABN							
SINGLE	\$ 778.00	N/A	\$ 699.00	\$ 699.00	\$ 79.00	\$ 838.80	
2 PARTY	\$ 1,641.00	N/A	\$ 1,460.00	\$ 1,460.00	\$ 181.00	\$ 1,752.00	
FAMILY	\$ 2,279.00	N/A	\$ 1,625.00	\$ 1,625.00	\$ 654.00	\$ 1,950.00	
BLUE SHIELD 90-E \$20; Rx 7-25 - 733610P021000							
SINGLE	\$ 821.00	N/A	\$ 699.00	\$ 699.00	\$ 122.00	\$ 838.80	
2 PARTY	\$ 1,736.00	N/A	\$ 1,460.00	\$ 1,460.00	\$ 276.00	\$ 1,752.00	
FAMILY	\$ 2,415.00	N/A	\$ 1,625.00	\$ 1,625.00	\$ 790.00	\$ 1,950.00	
BLUE SHIELD 80-G \$30; Rx 9-35 - 733610P031000							
SINGLE	\$ 726.00	N/A	\$ 699.00	\$ 699.00	\$ 27.00	\$ 838.80	
2 PARTY	\$ 1,535.00	N/A	\$ 1,460.00	\$ 1,460.00	\$ 75.00	\$ 1,752.00	
FAMILY	\$ 2,135.00	N/A	\$ 1,625.00	\$ 1,625.00	\$ 510.00	\$ 1,950.00	
DENTAL, VISION, & LIFE				0.5 FTE to 1.0 FTE			
MONTHLY PREMIUM	H.S.A. CONTRIBUTION 1/1/2023	MONTHLY DISTRICT CAP	DISTRICT 12 PYCK	EMPLOYEE 12 PYCK	DISTRICT 10 PYCK	EMPLOYEE 10 PYCK	
DELTA DENTAL							
SINGLE	\$ 57.85	N/A	\$ 57.85	\$ 57.85	\$ -	\$ 69.42	
2 PARTY	\$ 104.79	N/A	\$ 57.85	\$ 57.85	\$ 46.94	\$ 69.42	
FAMILY	\$ 150.64	N/A	\$ 57.85	\$ 57.85	\$ 92.79	\$ 69.42	
VISION							
SINGLE	\$ 11.52	N/A	\$ 11.52	\$ 11.52	\$ -	\$ 13.82	
2 PARTY	\$ 21.39	N/A	\$ 11.52	\$ 11.52	\$ 9.87	\$ 13.82	
FAMILY	\$ 32.95	N/A	\$ 11.52	\$ 11.52	\$ 21.43	\$ 13.82	
LIFE INSURANCE							
SINGLE	\$ 4.00	N/A	\$ 4.00	\$ 4.00	\$ -	\$ 4.80	

*District will pay 100% of the tiered health benefits cap for all employees working .5 FTE or greater

CalPERS Resolution

RESOLUTION #4

WHEREAS, the SHORELINE UNIFIED SCHOOL DISTRICT has the authority to implement the provisions of section 414 (h) (2) of the Internal Revenue Code (IRC); and

WHEREAS, the Board of Administration of this Public Employees' Retirement System adopted its resolution re section 414 (h) (2) IRC on September 18, 1985; and

WHEREAS, the Internal Revenue Service has stated on December 6, 1985, that the implementation of the provisions of section 414 (h) (2) IRC pursuant to the Resolution of the Board of Administration would satisfy the legal requirements of section 414 (h) (2) IRC; and

WHEREAS, the SHORELINE UNIFIED SCHOOL DISTRICT has determined that even though the implementation of the provisions of section 414 (h) (2) IRC is not required bylaw, the tax benefit offered by section 414 (4) (2) IRC should be provided to its employees who are members of the Public Employees' Retirement System;

NOW, THEREFORE, BE IT RESOLVED:

- I. That the SHORELINE UNIFIED SCHOOL DISTRICT will implement the provisions of section 414 (h) (2) Internal Revenue Code by making employee contributions pursuant to California Government Code section 20615 to the Public Employees' Retirement System on behalf of its employees who are members of the Public Employees' Retirement System. "Employee contributions" shall mean those contributions to the Public Employees' Retirement System which are deducted from the salary of employees and are credited to individual employee's accounts pursuant to California Government Code section 20615.
- II. That the contributions made by the SHORELINE UNIFIED SCHOOL DISTRICT to the Public Employees' Retirement System, although designated as employee contributions, are being paid by the SHORELINE UNIFIED SCHOOL DISTRICT in lieu of contributions by the employees who are members of the Public Employees' Retirement System.
- III. That employees shall not have the option of choosing to receive the contributed amounts directly instead of having them paid by the SHORELINE UNIFIED SCHOOL DISTRICT to the Public Employees' Retirement System.

COBRA SCHEDULE

Under COBRA laws, employees, spouses and dependent children are eligible for temporary extension of coverage at group rates in certain instances where coverage under the plan would otherwise end. These instances for an employee include: loss of coverage due to a reduction in hours or termination of employment for reasons other than gross misconduct on the employee's part; for the spouse include: loss of coverage due to death of their spouse, termination of their spouse's employment for reasons other than gross misconduct, legal separation, divorce, or their spouse becomes eligible for Medicare; for the dependent child include: death of a parent, reduction in hours or termination of a parent's employment for reasons other than gross misconduct, parents' legal separation or divorce, parent becomes eligible for Medicare, or the dependent ceases to be a dependent under the plan.

It is the employee or family member's responsibility to notify us if any of the above "qualifying events" occur. Except in a few cases, we have no way of knowing if a family is experiencing a "qualifying event." If you receive notification from the carrier that coverage is being terminated, please contact the District Office for information on your option to continue on the group plan.

SHORELINE UNIFIED SCHOOL DISTRICT
2021-22 CALENDAR

	M	T	W	Th	F	School	Certificated	Classified		
JULY 2021				1	2					
	5	6	7	8	9	0	0	0	July 5	Holiday (Independence Day)
	12	13	14	15	16					
	19	20	21	22	23					
	26	27	28	29	30					
AUGUST	2	3	4	5	6		**		Before Aug. 16	**Certificated to work one floating day
	9	10	11	12	13				Aug. 16	Staff day
	16	17	18	19	20	10	13	11	Aug. 17	Work day - All staff returns
	23	24	25	26	27				Aug. 18	FIRST STUDENT DAY OF SCHOOL
	30	31								
SEPTEMBER			1	2	3					
	6	7	8	9	10				Sept. 6	Holiday (Labor Day)
	13	14	15	16	17	20	21	21	Sept. 17	Professional Development Day (No students)
	20	21	22	23	24					
	27	28	29	30						
OCTOBER					1					
	4	5	6	7	8				Oct. 6 - 8	Minimum days
	11	12	13	14	15	20	21	21		
	18	19	20	21	22				Oct. 22	Professional Development Day (No students)
	25	26	27	28	29					
NOVEMBER	1	2	3	4	5					
	8	9	10	11	12				Nov. 11	Holiday (Veteran's Day)
	15	16	17	18	19	18	18	18	Nov. 24	No School
	22	23	24	25	26				Nov. 25 & Nov. 26	Thanksgiving holidays
	29	30								
DECEMBER			1	2	3					
	6	7	8	9	10					
	13	14	15	16	17	13	13	13	Dec. 15 - Dec. 17	Minimum days
	20	21	22	23	24				Dec. 23 & Dec. 24	Holidays (Christmas Eve and day)
	27	28	29	30	31				Dec. 20 - Dec. 31	Winter break
									Dec. 31	Holiday (New Year's Day)
JANUARY 2022	3	4	5	6	7					
	10	11	12	13	14					
	17	18	19	20	21	20	20	20	Jan. 17	Holiday (Martin Luther King, Jr. Day)
	24	25	26	27	28					
	31									
FEBRUARY		1	2	3	4					
	7	8	9	10	11					
	14	15	16	17	18	14	14	14	Feb. 14	Lincoln's Bday & Valentines Day
	21	22	23	24	25				Feb. 14 - Feb. 18	Late winter break
	28								Feb. 21	Washington's Bday (President's Day)
MARCH										
	7	8	9	10	11					
	14	15	16	17	18	22	23	23	March 1 - 3	Minimum days
	21	22	23	24	25				March 4	Professional Development Day (No students)
	28	29	30	31						
APRIL					1					
	4	5	6	7	8				April 1	Staff and Student day to make up for Feb. 21
	11	12	13	14	15	16	16	16	April 4 - April 8	Spring break
	18	19	20	21	22					
	25	26	27	28	29					
MAY	2	3	4	5	6					
	9	10	11	12	13					
	16	17	18	19	20	21	21	21		
	23	24	25	26	27				May 27 **	Emergency day-if not needed then No School
	30	31							May 30	Holiday (Memorial Day)
JUNE			1	2	3					
	6	7	8	9	10				June 7 - 9	Minimum days
	13	14	15	16	17	7	8	7	June 9	LAST STUDENT DAY OF SCHOOL
	20	21	22	23	24				June 10	Staff Day
	27	28	29	30					June 20	Juneteenth Holiday

181 188 185 Total Days ** 1 extra day built in for emergencies if needed
180 187 184

- No School
- Holiday (No School)
- Work Day *
- Professional Development Day - Work Day* with training
- Staff Day **
- Minimum Day for All Schools

- *Work Days All staff work - certificated and classified
No bus drivers but paid if attend PD training
- **Staff Days All certificated staff work
Almost all classified staff work
No para educators or food service leads
No bus drivers

Approved by Board: February 13, 2020
ReApproved by Board: October 21, 2021 to fix Feb. 21 holiday

SHORELINE UNIFIED SCHOOL DISTRICT
2022 - 2023 CALENDAR

	M	T	W	Th	F	School	Certificated	Classified			
JULY 2022					1						
	4	5	6	7	8	0	0	0	July 4	Holiday (Independence Day)	
	11	12	13	14	15						
	18	19	20	21	22						
	25	26	27	28	29						
AUGUST	1	2	3	4	5	10	14	12	Aug. 1 - Aug. 12	CERTIFICATED TO WORK ONE FLOATING DAY	
	8	9	10	11	12						
	15	16	17	18	19						
	22	23	24	25	26						
	29	30	31								
SEPTEMBER	5	6	7	8	9	21	21	21	Sept. 5	Holiday (Labor Day)	
	12	13	14	15	16						
	19	20	21	22	23						
	26	27	28	29	30						
OCTOBER	3	4	5	6	7	21	21	21	Oct. 21	Minimum day - Elementary Schools ONLY	
	10	11	12	13	14						
	17	18	19	20	21						
	24	25	26	27	28						
	31										
NOVEMBER		1	2	3	4	19	19	19	Nov. 11	Holiday (Veteran's Day)	
	7	8	9	10	11						
	14	15	16	17	18						
	21	22	23	24	25						
	28	29	30								
DECEMBER				1	2	12	12	12	Dec. 14 - Dec. 16	Minimum days - All Schools	
	5	6	7	8	9						
	12	13	14	15	16						
	19	20	21	22	23						
	26	27	28	29	30						
JANUARY 2023	2	3	4	5	6	19	20	20	Jan. 2	Holiday (New Year's Day)	
	9	10	11	12	13						
	16	17	18	19	20						
	23	24	25	26	27						
	30	31									
FEBRUARY			1	2	3	15	15	15	Feb. 20 - Feb. 24	Lincoln's Bday	
	6	7	8	9	10						
	13	14	15	16	17						
	20	21	22	23	24						
	27	28									
MARCH						22	23	23	March 17	Professional development day	
	6	7	8	9	10						
	13	14	15	16	17						
	20	21	22	23	24						
	27	28	29	30	31						
APRIL	3	4	5	6	7	15	15	15	April 7**	Emergency day-if not needed then No School	
	10	11	12	13	14						
	17	18	19	20	21						
	24	25	26	27	28						
MAY	1	2	3	4	5	22	22	22	May 26 **	Emergency day-if not needed then No School	
	8	9	10	11	12						
	15	16	17	18	19						
	22	23	24	25	26						
	29	30	31								
JUNE				1	2	6	7	6	June 6 - June 8	Minimum days - All Schools	
	5	6	7	8	9						
	12	13	14	15	16						
	19	20	21	22	23						
	26	27	28	29	30						
						182	189	186	Total Days **		2 extra days built in for emergencies if needed
						180	187	184	*Work Days		All staff work - certificated and classified No bus drivers but paid if attend PD training
										**Staff Days	All certificated staff work Almost all classified staff work No para educators or food service leads No bus drivers
										Approved by Board: February 24, 2022	

- No School
- Holiday (No School)
- Work Day *
- Professional Development Day - Work Day* with training
- Staff Day **
- Minimum Day for All Schools

SHORELINE UNIFIED SCHOOL DISTRICT
2023 - 2024 CALENDAR

	M	T	W	Th	F	School	Certificated	Classified		
JULY 2023	3	4	5	6	7	0	0	0	July 4	Holiday (Independence Day)
	10	11	12	13	14					
	17	18	19	20	21					
	24	25	26	27	28					
	31									
AUGUST		1	2	3	4	12	15	14	Aug. 1 - Aug. 11	CERTIFICATED TO WORK ONE FLOATING DAY
	7	8	9	10	11					
	14	15	16	17	18					
	21	22	23	24	25					
	28	29	30	31						
SEPTEMBER					1	19	20	20	Sept. 4	Holiday (Labor Day)
	4	5	6	7	8					
	11	12	13	14	15					
	18	19	20	21	22					
	25	26	27	28	29					
OCTOBER	2	3	4	5	6	22	22	22	Oct. 18 - Oct. 20	Minimum Day - TK-8 Schools Only
	9	10	11	12	13					
	16	17	18	19	20					
	23	24	25	26	27					
	30	31								
NOVEMBER			1	2	3	18	19	19	Nov. 1	Work Day (No Bus Drivers, Para Educators, Food Service Leads or Assisants)
	6	7	8	9	10					
	13	14	15	16	17					
	20	21	22	23	24					
	27	28	29	30						
DECEMBER					1	15	15	15	Dec. 19 - Dec. 21	Minimum Days - All Schools
	4	5	6	7	8					
	11	12	13	14	15					
	18	19	20	21	22					
	25	26	27	28	29					
JANUARY 2024	1	2	3	4	5	16	17	17	Jan. 1	Holiday (New Year's Day)
	8	9	10	11	12					
	15	16	17	18	19					
	22	23	24	25	26					
	29	30	31							
FEBRUARY				1	2	16	16	16	Feb. 19	President's Day
	5	6	7	8	9					
	12	13	14	15	16					
	19	20	21	22	23					
	26	27	28	29						
MARCH					1	21	21	21	Mar. 20 - Mar. 22	Minimum Days - TK - 8 Schools Only
	4	5	6	7	8					
	11	12	13	14	15					
	18	19	20	21	22					
	25	26	27	28	29					
APRIL	1	2	3	4	5	17	17	17	April 5**	Emergency Day - if not needed then No School
	8	9	10	11	12					
	15	16	17	18	19					
	22	23	24	25	26					
	29	30								
MAY			1	2	3	22	22	22	May 24 **	Emergency Day - if not needed then No School
	6	7	8	9	10					
	13	14	15	16	17					
	20	21	22	23	24					
	27	28	29	30	31					
JUNE	3	4	5	6	7	4	5	5	June 6	Last Student Day of School
	10	11	12	13	14					
	17	18	19	20	21					
	24	25	26	27	28					
						182	189	188	Total Days **	2 extra days built in for emergencies if needed
						180	187	186		

- No School
- Holiday (No School)
- Work Day
- Professional Development Day
- Minimum Day

Approved by Board: February 24, 2022

**SHORELINE UNIFIED SCHOOL DISTRICT
GRIEVANCE REPORT FORM**

Grievance # _____

Distribution of Form: 1. Superintendent
2. Principal/Site Administrator
3. Association
4. Classified

Site	Assignment	Name of Grievant	Date Filed
------	------------	------------------	------------

STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

_____ Signature	_____ Date
--------------------	---------------

C. Disposition by Principal/Site Administrator _____

_____ Signature	_____ Date
--------------------	---------------

D. Position of Grievant and/or Association _____

_____ Signature	_____ Date
--------------------	---------------

(If additional space is needed in reporting Sections B.1 and B.2 above, attach an additional sheet)

STEP II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature Date

C. Position of Grievant and/or Association

Signature Date

STEP III

A. Date Submitted to Arbitration _____

B. Disposition and Award of Arbitrator

Signature Date

AR 4161.8(a)
AR 4261.8
AR 4361.8

FAMILY CARE AND MEDICAL LEAVE

The district shall not deny any eligible employee his/her right to family care, medical, or pregnancy disability leave (PDL) pursuant to the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), or the Fair Employment and Housing Act (FEHA) or restrain or interfere with the employee's exercise of such right. In addition, the district shall not discharge an employee or discriminate or retaliate against him/her for taking such leave or for his/her opposition to or challenge of any unlawful district practice in relation to any of these laws or for his/her involvement in any related inquiry or proceeding. (Government Code 12945, 12945.2; 2 CCR 11094; 29 USC 2615)

Definitions

The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.

Child (son or daughter) means a biological, adopted, or foster child; a stepchild; a legal ward; or a child to whom the employee stands in loco parentis, as long as the child is under 18 years of age or an adult dependent child. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611)

Eligible employee for FMLA and CFRA purposes means an employee who has been employed with the district for at least 12 months and who has at least 1,250 hours of service with the district during the previous 12-month period. However, these requirements shall not apply when an employee applies for PDL. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.110)

Employee disabled by pregnancy means a woman who, in the opinion of her health care provider, is: (2 CCR 11035)

1. Unable because of pregnancy to perform any one or more of the essential functions of her job or to perform any of them without undue risk to herself, her pregnancy's successful completion, or to other persons
2. Suffering from severe "morning sickness" or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition

Parent means a biological, foster, or adoptive parent; a stepparent; a legal guardian; or another person who stood in loco parentis to the employee when the employee was a child. Parent does not include a spouse's parents. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.122)

Serious health condition means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or his/her child, parent, or spouse, including, but not limited to, treatment for substance abuse, that involves either of the following: (Government Code 12945.2; 2 CCR 11087, 11097; 29 USC 2611; 29 CFR 825.113-825.115)

1. Inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity

A person is considered an inpatient when a health care facility formally admits him/her to

the facility with the expectation that he/she will remain overnight and occupy a bed, even if it later develops that the person can be discharged or transferred to another facility and does not actually remain overnight.

Incapacity means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:
 - a. A period of incapacity of more than three consecutive full days
 - b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition
 - c. Any period of incapacity due to pregnancy or for prenatal care under FMLA
 - d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective
 - e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

Spouse means a partner in marriage as defined in Family Code 300, including same sex partners in marriage, or a registered domestic partner within the meaning of Family Code 297-297.5. (Family Code 297, 297.5, 300; 2 CCR 11087; 29 CFR 825.122)

Eligibility

The district shall grant FMLA or CFRA leave to eligible employees for any of the following reasons: (Government Code 12945.2; 29 USC 2612; 29 CFR 825.112)

1. The birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child (baby bonding)
2. To care for the employee's child, parent, or spouse with a serious health condition
3. The employee's own serious health condition that makes him/her unable to perform one or more essential functions of his/her position
4. Any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty)
5. To care for a covered servicemember with a serious injury or illness if the covered servicemember is the employee's spouse, child, parent, or next of kin, as defined

In addition, the district shall grant PDL to any female employee who is disabled by pregnancy, childbirth, or other related medical condition. (Government Code 12945; 2 CCR 11037)

Terms of Leave

An eligible employee shall be entitled to a total of 12 work weeks of FMLA or CFRA leave during any 12-month period, except in the case of leave to care for a covered servicemember as provided under "Military Caregiver Leave" below. To the extent allowed by law, CFRA and FMLA leaves shall run concurrently. (Government Code 12945.2; 29 USC 2612)

This 12-month period shall coincide with the fiscal year. (29 CFR 825.200)

In addition, for each pregnancy, any female employee who is disabled by pregnancy, childbirth, or other related condition shall be entitled to PDL for the period of the disability not to exceed four months. For a part-time employee, the four months shall be calculated on a proportional basis. (Government Code 12945; 2 CCR 11042)

PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of her child or to bond with or care for the child. (Government Code 12945, 12945.2; 2 CCR 11046, 11093)

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. (2 CCR 11090; 29 USC 2612)

If both parents of a child work for the district, their family care and medical leave related to the birth or placement of the child shall be limited to a combined total of 12 work weeks. This restriction shall apply regardless of the legal status of both parents' relationship. (Government Code 12945.2; 2 CCR 11088; 29 USC 2612)

Use/Substitution of Paid Leave

An employee shall use his/her accrued vacation leave, other accrued time off, and any other paid time off negotiated with the district for any otherwise unpaid FMLA or CFRA leave not involving his/her own serious health condition. For PDL, CFRA, or FMLA leave due to an employee's own serious health condition, the employee shall use accrued sick leave and may use accrued vacation leave and other paid time off at his/her option. (Government Code 12945, 12945.2; 2 CCR 11044; 29 USC 2612)

The district and employee may also negotiate for the employee's use of any additional paid or unpaid time off instead of using the employee's CFRA leave. (2 CCR 11092)

Intermittent Leave/Reduced Work or Leave Schedule

PDL and family care and medical leave for the serious health condition of an employee or his/her child, parent, or spouse may be taken intermittently or on a reduced work or leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the district shall limit leave increments to the shortest period of time that the district's payroll system uses to account for absences or use of leave provided it is not to be greater than one hour. (2 CCR 11042, 11090; 29 USC 2612)

The basic minimum duration of leave for the birth or placement of a child shall be two weeks. However, the district shall grant a request for such leave of less than two weeks on any two occasions. (2 CCR 11090; 29 USC 2612)

The district may require an employee to transfer temporarily to an available alternative position if the employee is pregnant and provides medical certification from her health care provider of a medical need for intermittent leave or leave on a reduced work or leave schedule or if the employee's need for the intermittent leave or leave on a reduced work or leave schedule is foreseeable based on his/her planned medical treatment or that of a family member. This alternative position must have equivalent pay and benefits and must better accommodate recurring periods of leave than the employee's regular job, and the employee must be qualified for the position. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work or leave schedule. (2 CCR 11041, 11090; 29 USC 2612)

Request for Leave

The district shall consider an employee's request for PDL or family care and medical leave only if the employee provides at least verbal notice sufficient to make the district aware of the need to take the leave and the anticipated timing and duration of the leave. (2 CCR 11050, 11091)

For family care and medical leave, the employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement. However, he/she must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 11091)

The district shall respond to requests for leave as soon as practicable, but no later than five business days after receiving the employee's request. (2 CCR 11091)

Based on the information provided by the employee, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. Failure of an employee to respond to permissible inquiries regarding the leave request may result in denial of CFRA protection if the district is unable to determine whether the leave is CFRA qualifying. (2 CCR 11091; 29 CFR 825.300)

When an employee is able to foresee the need for the PDL or family care and medical leave at least 30 days in advance of the leave, the employee shall provide the district with at least 30 days advance notice before the leave. When the 30 days notice is not practicable because of a lack of knowledge of when leave will be required to begin, a change in circumstances, a medical emergency, or other good cause, the employee shall provide the district with notice as soon as practicable. Failure of an employee to provide required notice may result in a denial of leave. (2 CCR 11050, 11091)

In all instances, the employee shall consult with the Superintendent or designee and make a reasonable effort to schedule, subject to the health care provider's approval, any planned appointment or medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 11050, 11091)

Certification of Health Condition

Within five business days of an employee's request for family care and medical leave for his/her own or his/her child's, parent's, or spouse's serious health condition, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon receiving the district's request, the employee shall provide the certification within 15 days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (2 CCR 11091; 29 CFR 825.305)

The certification shall include the following: (Government Code 12945.2; 2 CCR 11087; 29 USC 2613)

1. The date on which the serious health condition began
2. The probable duration of the condition
3. If the employee is requesting leave to care for a child, parent, or spouse with a serious health condition, both of the following:
 - a. Statement that the serious health condition warrants the participation of the employee to provide care, such as by providing psychological comfort, arranging for third party care, or directly providing or participating in the medical care of the child,

parent, or spouse during a period of the treatment or supervision

- b. Estimated amount of time the health care provider believes the employee needs to care for the child, parent, or spouse
4. If the employee is requesting leave because of his/her own serious health condition, a statement that due to the serious health condition, he/she is unable to work at all or is unable to perform one or more essential functions of his/her job
5. If the employee is requesting leave for intermittent treatment or on a reduced work or leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

When an employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA/CFRA-eligible, the Superintendent or designee shall notify the employee within five business days whether the leave is FMLA/CFRA-eligible. The Superintendent or designee may also retroactively designate leave as FMLA/CFRA leave as long as appropriate notice is given to the employee and there is no harm or injury to the employee. (2 CCR 11091; 29 CFR 825.301)

If the Superintendent or designee doubts the validity of a certification that accompanies a request for leave for the employee's own serious health condition, he/she may require the employee to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. (Government Code 12945.2; 2 CCR 11091; 29 USC 2613)

For PDL, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave at the time the employee gives notice of the need for PDL, or within two business days of giving the notice. If the need for PDL is unforeseen, the Superintendent or designee shall request the medical certification within two business days after the leave commences. The Superintendent or designee may request certification at some later date if he/she has reason to question the appropriateness of the leave or its duration. (2 CCR 11050)

For PDL that is foreseeable and for which at least 30 days notice has been given, the employee shall provide the medical certification before the leave begins. When this is not practicable, the employee shall provide the certification within the time frame specified by the Superintendent or designee which must be at least 15 days after the request, unless it is not practicable under the particular circumstances despite the employee's diligent, good faith efforts. (2 CCR 11050)

Medical certification for PDL purposes shall include a statement that the employee needs to take the leave because she is disabled by pregnancy, childbirth, or a related medical condition, the date on which the employee became disabled because of pregnancy, and the estimated duration of the leave. (2 CCR 11050)

If additional PDL or family care and medical leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified for the leave. (Government Code 12945.2; 2 CCR 11050; 29 USC 2613)

The Superintendent or designee shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011.

Release to Return to Work

Upon expiration of an employee's PDL or family care and medical leave taken for his/her own serious health condition, the employee shall present certification from the health care provider that he/she is able to resume work.

The certification from the employee's health care provider shall address the employee's ability to perform the essential functions of his/her job.

Rights to Reinstatement

Upon granting an employee's request for PDL or FMLA/CFRA leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (Government Code 12945.2; 2 CCR 11043, 11089; 29 USC 2614)

However, the district may refuse to reinstate an employee returning from FMLA or CFRA leave to the same or a comparable position if all of the following apply: (Government Code 12945.2; 2 CCR 11089; 29 USC 2614)

1. The employee is a salaried "key employee" who is among the highest paid 10 percent of district employees who are employed within 75 miles of the employee's worksite.
2. The refusal is necessary to prevent substantial and grievous economic injury to district operations.
3. The district informs the employee of its intent to refuse reinstatement at the time it determines that the refusal is necessary, and the employee fails to immediately return to service.

The district may also refuse to reinstate an employee to the same or a comparable position if the FMLA/CFRA leave was fraudulently obtained by the employee. (2 CCR 11089; 29 CFR 825.216)

The district may refuse to reinstate an employee to the same position after taking PDL if, at the time the reinstatement is requested, the employee would not otherwise have been employed in that position for legitimate business reasons unrelated to the employee's PDL. (2 CCR 11043)

Maintenance of Benefits/Failure to Return from Leave

During the period when an employee is on PDL or family care and medical leave, he/she shall maintain his/her status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (Government Code 12945.2; 2 CCR 11092; 29 USC 2614)

For up to a maximum of four months for PDL and 12 work weeks for other family care and medical leave, the district shall continue to provide an eligible employee the group health plan coverage that was in place before he/she took the leave. The employee shall reimburse the district for premiums paid during the leave if he/she fails to return to district employment after the expiration of all available leaves and the failure is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond his/her control. (Government Code 12945.2; 2 CCR 11044, 11092; 29 USC 2614; 29 CFR 825.213)

In addition, during the period when an employee is on PDL or family care and medical leave, the employee shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the district shall not make plan payments for an employee during

During the period of qualified exigency leave, the district's rule regarding an employee's use of his/her accrued vacation leave and any other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Military Caregiver Leave

The district shall grant an eligible employee up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date the leave is taken, to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, the employee must be the spouse, son, daughter, parent, or next of kin of the covered servicemember. This 26-week period is not in addition to, but rather is inclusive of, the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. (29 USC 2611, 2612; 29 CFR 825.127)

Covered servicemember may be: (29 CFR 825.127)

1. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness
2. A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran

Son or daughter of a covered servicemember means the biological, adopted, or foster child, stepchild, legal ward, or a child of any age for whom the covered servicemember stood in loco parentis. (29 CFR 825.127)

Parent of a covered servicemember means the covered servicemember's biological, adopted, step, or foster parent, or any other individual who stood in loco parentis to the covered servicemember (except "parents in law"). (29 CFR 825.127)

Next of kin means the nearest blood relative to the covered servicemember, or as designated in writing by the covered servicemember. (29 USC 2611, 2612)

Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

Serious injury or illness means: (29 USC 2611; 29 CFR 825.127)

1. For a current member of the Armed Forces, an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.
2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran and that is at least one of the following:
 - a. A continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered him/her unable to perform the

duties of his/her office, grade, rank, or rating

- b. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition
- c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of one or more disabilities related to his/her military service or that would do so but for treatment received by the veteran
- d. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.

The leave may be taken intermittently or on a reduced work or leave schedule when medically necessary. An employee taking military caregiver leave in combination with other leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

During the period of military caregiver leave, the district's rule regarding an employee's use of his/her accrued vacation leave and other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Notifications

The Superintendent or designee shall provide the following notifications regarding state and federal law related to PDL or FMLA/CFRA leave:

1. General Notice: Information explaining the provisions of the FEHA/PDL and FMLA/CFRA and employee rights and obligations shall be posted in a conspicuous place on district premises, or electronically, and shall be included in employee handbooks. (2 CCR 11049, 11095; 29 USC 2619)

The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days notice of the need for the requested leave, when the need is reasonably foreseeable at least 30 days prior to the start of the leave. (2 CCR 11050, 11091)

2. Eligibility Notice: When an employee requests leave, including PDL, or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall, within five business days, provide notification to the employee of his/her eligibility to take such leave. (2 CCR 11049, 11091; 29 CFR 825.300)
3. Rights and Responsibilities Notice: Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a

failure to meet those obligations. Such notice shall include, as applicable: (29 CFR 825.300)

- a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying
- b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification
- c. The employee's right to use paid leave, whether the district will require use of paid leave, conditions related to any use of paid leave, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave
- d. Any requirements for the employee to make premium payments necessary to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis
- e. The employee's status as a "key employee" if applicable, potential consequence that restoration may be denied following the FMLA leave, and explanation of the conditions required for such denial
- f. The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave
- g. The employee's potential liability for health insurance premiums paid by the district during the employee's unpaid FMLA leave should the employee not return to service after the leave

Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of his/her receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

4. Designation Notice: When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, he/she shall, within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (2 CCR 11091; 29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

If the district requires paid leave to be used during an otherwise unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a release to return to work certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement. (2 CCR 11091, 11097; 29 CFR 825.300)

Any time the information provided in the designation notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

Records

The Superintendent or designee shall maintain records pertaining to an individual employee's use of family care and medical leave in accordance with law. (Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500)

Shoreline Unified School District
CLASSIFIED PERSONNEL EVALUATION

Employee Name _____ Classification _____ Location _____

Evaluator Name _____ Position _____ Date _____
 (due on or before March 15)

Evaluation Type (check) _____ 3-month probationary _____ 6-month probationary _____ Unscheduled _____ Annual

	Exceeds Standards	Meets Standards	Needs Improvement*	Unsatisfactory*	Evaluator Comments/Goals *Areas marked as Needs Improvement or Unsatisfactory must include specific examples and recommendations for improvement.
I. WORK HABITS/KNOWLEDGE					
A. Attendance <i>Absences, arrivals, departures, breaks</i>					
B. Safety <i>Adheres to safety practices</i>					
C. Efficiency <i>Uses time to best advantage</i>					
D. Initiative <i>Is able to see tasks and do them</i>					
E. Organization <i>Appearance of work area</i>					
F. Confidentiality <i>Maintains professional attitude</i>					
II. INTERACTION WITH ADULTS					
A. Collaboration <i>Exchanges ideas, express needs</i>					
B. Communication <i>Follows directions, accepts suggestion</i>					
C. Cooperation <i>Works well with staff, parents</i>					
III. INTERACTION WITH					
A. Collaboration <i>Relates positively with students</i>					
B. Communication <i>Instructs, assists students</i>					
C. Cooperation <i>Works well with students</i>					

Summary Evaluation (check) ___Exceeds Standards___Meets Standards___Needs Improvement___Unsatisfactory
 Recommendation for Probationary Employee to become Permanent Employee (if applicable, check) ___Yes ___ No

Evaluator's Signature _____ Date _____

Employee's Signature (does not indicate agreement) _____ Date _____

Additional comments: _____

**SHORELINE UNIFIED SCHOOL DISTRICT
EMPLOYEE REQUEST FOR RECLASSIFICATION**

In accordance with section 6.19 of the CSEA collective bargaining agreement, an employee is entitled to request that his/her position be reclassified. The purpose of reclassification is to look at positions (not people) where duties and tasks have changed significantly, consistently, and such duties are contemplated in the current job description. The request shall be submitted to the employee's immediate supervisor by October 1 – March 1 of the requesting year. Included in the request should be a rationale for the reclassification and recommended salary range. The supervisor shall transmit the request to the superintendent with a recommendation for approval or disapproval within fifteen (15) days of the request and will provide a copy to CSEA. The Superintendent or designee shall convene a review panel by December 1 or May 1.

Name: _____ Location: _____

Position: _____

Current Range: _____ Requested Range: _____

Criteria for Reclassification Request

Article 6.19 Definition: "Reclassification" means the upgrading of an employee to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such position. Workload increase will not be considered as a basis for reclassification.

Significant and Consistent Change of Required Duties Not in Current Job Description

Please refer to your current job description and list the significant and consistent change of required duties not in your current job description. List these tasks and duties separately and indicate the percentage/hours that you spend on these tasks/duties each week.

- A. _____ % or hours _____
- B. _____ % or hours _____
- C. _____ % or hours _____
- D. _____ % or hours _____

Please list any additional information below:

Employee Signature: _____ Date: _____

EMPLOYEE REQUEST FOR RECLASSIFICATION *(continued)*
TO BE COMPLETED BY IMMEDIATE SUPERVISOR

Please refer the employee's current job description and state below the duties and tasks, not contemplated in this current job description, which you are currently **requiring** this employee to perform on a significant and consistent basis.

Comments/Recommendations:

Comments:

_____ I agree with this employee's reasons for reclassification

_____ I do not agree with this employee's reasons for reclassification

Supervisor's Signature: _____ Date: _____