

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**HESPERIA UNIFIED SCHOOL DISTRICT**



**AND**

**CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION  
CHAPTER # 684**



**July 1, 2023-June 30, 2026**

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## Appendix A

Business Forms (Salary Schedule, Grievance,  
Evaluation, Catastrophic Leave, Reclassification)

## DESIGNATION

This Agreement is made and entered into this 17th day of February, 2022 by and between the Hesperia Unified School District School Board of Education (hereinafter called the “Governing Board”) on behalf of the Hesperia Unified School District, (hereinafter called the “District”), and the California School Employees Association, and its Chapter, Hesperia Chapter #684 (hereinafter called the “Association”).

1       **ARTICLE 1 - Recognition**  
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3           The District recognizes the Association as the exclusive bargaining representative for  
4 all eligible classified employees as listed in Appendix A, excluding management,  
5 confidential, supervisory, certificated, short-term and substitute employees and  
6 employees not part of the classified service under California Education Code Section  
7 45103.  
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9           The District and CSEA agree that for the purpose of this Agreement, a “Day” is defined  
10 as a day the District Office is open for business unless otherwise specified.  
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1 **ARTICLE 2 - District Rights**  
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3 A. It is understood and agreed that the District retains all of its powers and authority to  
4 direct, manage and control to the full extent of the law. Included in but not limited  
5 to those duties and powers are the exclusive right to: determine its organization;  
6 direct the work of its employees; determine the times and hours of operation;  
7 determine the kinds and levels of services to be provided, and the methods and  
8 means of providing them; establish its educational policies, goals and objectives;  
9 ensure the rights and educational opportunities of students; determine staffing  
10 patterns; determine the number and kinds of personnel required; maintain the  
11 efficiency of District operations; determine the curriculum; build, move or modify  
12 facilities; establish budgetary allocations; determine the methods of raising revenue;  
13 contract out work when financially and reasonably appropriate in case of a reduction  
14 in force or an emergency; provided however, if the District is considering  
15 contracting out Unit Member work, it shall notify the Association in writing of its  
16 intention ninety (90) calendar days prior to the anticipated action, in any event not  
17 less than sixty (60) calendar days prior to the anticipated action, the District and the  
18 Association shall meet and negotiate for the purpose of seeking alternative solutions  
19 or remedies prior to implementation. The Governing Board retains the right to hire,  
20 classify, assign, transfer, evaluate, promote, terminate, suspend and discipline  
21 employees.  
22

23 B. The exercise of the foregoing powers, rights, authority, duties and responsibilities  
24 by the District, the adoption of policies, rules, regulations and practices in  
25 furtherance thereof, and the use of judgment and discretion in connection therewith,  
26 shall be limited by the specific and express terms of this Agreement, and then only  
27 to the extent such specific and express terms are in conformance with law.  
28

29 C. The District retains its rights to amend, modify or rescind provisions referred to in  
30 this Agreement in cases of emergency. An emergency is defined herein as an  
31 abnormal situation requiring the immediate attention of the District. In the event  
32 the District invokes this section of Article 2, the Association President shall be  
33 notified as soon as practicable, and if an Emergency Operations Center (EOC) is  
34 created the Association President shall be a full member of that EOC.  
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1 **ARTICLE 3 - Association Rights**

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- 3 A. The Association shall have the right to access areas in which Unit Members work
- 4 during non-work time for the purpose of conducting lawful Association business,
- 5 provided the authorized Association representative seeking access obtains advance
- 6 permission from the Superintendent or designee regarding the specific time, place
- 7 and type of activity to be conducted, and the programs and/or duties of employees.
- 8
- 9 B. The Association shall have the right to use designated institutional bulletin boards,
- 10 mailboxes, the school mail system, faxes, computers and email for posting or
- 11 transmission of information or notices concerning lawful Association matters,
- 12 provided such information or notices contain the date of posting or distribution and
- 13 the name of the Association representative responsible for its issuance; and provided
- 14 further, a copy of such posting or distribution be delivered to the Superintendent or
- 15 designee prior to such posting or distribution. The Association shall not post or
- 16 distribute information which is knowingly false or defamatory of the District or its
- 17 personnel.
- 18
- 19 C. The District shall supply an up-to-date Unit Member seniority roster to the
- 20 Association on or before February 1<sup>st</sup> of each school year.
- 21
- 22 D. The District shall make available to the Association the District Directory, which
- 23 shall include employee name, worksite and job classification; a Governing Board
- 24 agenda, including the unapproved minutes of previous meetings, prior to each
- 25 Governing Board Meeting; the personnel section following the Governing Board
- 26 Meeting; the approved tentative budget; the approved adopted budget and any
- 27 additional financial information that is a public document and pertinent to the
- 28 negotiating process that is requested in writing by the Association. The District
- 29 shall not be expected to provide the Association Governing Board agenda items
- 30 which pertain to the Rodda Act or any other items included in closed session.
- 31
- 32 E. The Agreement will be available on the District’s website, and hard copies will be
- 33 made available to individual Unit Members upon request.
- 34
- 35 F. The District agrees to provide initial notification to the Association ten (10) days
- 36 prior to the Governing Board meeting where proposed Unit Member layoffs are on
- 37 the Governing Board agenda for formal action.
- 38
- 39 G. The Association, in conjunction with the District, may establish a monthly meeting
- 40 to address and review issues at mutually agreed upon times.
- 41
- 42

1 **ARTICLE 3 - Association Rights (Continued)**  
2

3 H. Separate and apart from the leaves of absence described in Article 15 (Leaves), there  
4 are leaves of absence for the specific purpose of employees to conduct union  
5 business, which, for purposes of the collective bargaining agreement, will be  
6 referred to collectively as “union business leave.” Any activity not covered under  
7 one of these types of union business leave must take place during non-work hours.  
8 Union business leave falls into four (4) categories, as outlined below:  
9

10 a. Leave for Elected Officers (Education Code 45210(a))  
11

12 The governing board of a school district shall grant to a classified employee, upon  
13 request, a leave of absence without loss of compensation for the purpose of  
14 enabling the employee to serve as an elected officer of a local school district  
15 public employee organization, or a statewide or national public employee  
16 organization with which the local organization is affiliated.  
17

18 Following the school district’s payment of the employee for the leave of absence,  
19 the school district shall be reimbursed by the employee organization for all  
20 compensation paid the employee on account of the leave. Reimbursement by the  
21 employee organization shall be made within ten (10) days after its receipt of the  
22 school district’s certification of payment of compensation to the employee.  
23

24 b. Leave for Unelected Classified Employees at Request of Union (Education  
25 Code 45210(b))  
26

27 Upon request of a recognized local school district public employee organization,  
28 or a statewide or national public employee organization with which the local  
29 organization is affiliated, the governing board of a school district shall grant a  
30 leave of absence, without loss of compensation, to a reasonable number of  
31 unelected classified employees for the purpose of enabling an employee to attend  
32 important organizational activities authorized by the public employee  
33 organization.  
34

35 Following the school district’s payment of the employee for the leave of absence,  
36 the school district shall be reimbursed by the employee organization for all  
37 compensation paid the employee on account of the leave. Reimbursement by the  
38 employee organization shall be made within ten (10) days after its receipt of the  
39 school district’s certification of payment of compensation to the employee.  
40

41 As an exception to the reimbursement rule (Ed Code 45210(h)), the District and  
42 the Association have agreed that, for purposes of attending the yearly California  
43

1 **ARTICLE 3 - Association Rights (Continued)**

2  
3 School Employees Association State Conference, the Association shall be granted  
4 paid leave (without requiring reimbursement) for delegates in such number as  
5 authorized by the Bylaws of the State Association (two delegates for the first one  
6 hundred fifty (150) members and one (1) additional delegate for each one hundred  
7 (100) members or fraction thereof (as of June 30 of the year in question)) to attend  
8 the yearly California School Employees State Conference.  
9

10 c. EERA Release Time (Government Code 3543.1(c))

11  
12 A reasonable number of representatives of an exclusive representative shall have  
13 the right to receive reasonable periods of released time without loss of  
14 compensation when preparing for negotiations, meeting and negotiating, and for  
15 the processing of grievances. This released time shall not be used for matters such  
16 as writing a grievance, gathering information, interviewing witnesses, or preparing  
17 a presentation or proposal.  
18

19 Employee representation (e.g., Weingarten interviews, reasonable accommodation  
20 meetings, etc.) is also covered under this section.  
21

22 d. Additional Union Business Leave Negotiated by the Parties (Article 3)

23  
24 1. The District will provide the Chapter President, Chapter Appointees, and  
25 members of the CSEA Executive Board a reasonable amount of leave between  
26 July 1 and June 30 of each year for Association business to attend pertinent  
27 meetings of value to the Association and the District, such as insurance  
28 committee meetings, job description committee meetings, yearly budget  
29 workshops, and participation in assessment centers.  
30

31 2. Additionally, the District will provide the Chapter President, Chapter  
32 Appointees, and members of the CSEA Executive Board a total of one hundred  
33 twenty (120) hours of paid release time between July 1 and June 30 of each year  
34 for use by CSEA for Association business, such as new employee orientations  
35 and reclassification committee meetings.  
36

37 I. Prior to taking, or immediately upon return from, leave for union business as  
38 identified in Section H above, Unit Members shall submit a Union Business Leave  
39 form, indicating the reason for the leave, to ensure that the proper bank is charged.  
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1 **ARTICLE 4 - Organizational Security**  
2

3 A. Membership and Dues Deduction  
4

5 The Association shall have the sole and exclusive right to have membership dues  
6 deducted by the District for current employees upon written request from the Unit  
7 Member. The District shall, upon appropriate written authorization from any Unit  
8 Member, deduct and make appropriate remittance for insurance premiums, credit  
9 union payments, savings bonds, charitable donations, and other plans or programs  
10 jointly approved by the Association and the District. The District shall pay to the  
11 designated payee within fifteen (15) calendar days of the deduction, all sums so  
12 deducted.  
13

14 Within sixty (60) calendar days of hire, upon appropriate written authorization, new  
15 employees with the District shall have membership dues deducted from earnings in  
16 accordance with the Association dues schedule, and remitted to the CSEA State  
17 Association. The District shall pay to the designated payee within fifteen (15)  
18 calendar days of the deduction all sums so deducted. This deduction shall continue  
19 until the termination of this Agreement, at which time a window for withdrawal  
20 from membership for all Unit Members shall be provided.  
21

22  
23 B. Hold Harmless Clause  
24

25 As a result of the United States Supreme Court decision in *Janus v. American*  
26 *Federation of State, County, and Municipal Employees* (issued June of 2018), and  
27 Government Code, the Association certifies that it has and will maintain individual  
28 employee authorizations regarding deductions for membership in the Association.  
29 The District will not accept employee authorizations to join the Association, nor  
30 requests to opt out of membership, from employees directly. Unit Members shall  
31 direct all questions concerning membership to their Association representatives.  
32 The Association shall indemnify the District for any claims made by employees  
33 related to payroll deductions for membership dues, which are made in reliance on  
34 the Association's notification.  
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1 **ARTICLE 5 - Unit Member Rights**

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3 A. Personnel Files

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5 The District shall maintain a personnel file for each Unit Member, which shall be  
6 confidential to the full extent required by law and shall be kept at the central District  
7 Office at all times. Inquiries concerning personnel files by any District employee  
8 shall be directed to the Superintendent or designee. The following conditions shall  
9 apply to personnel files:

10  
11 1. Right to Inspect

12  
13 Materials in personnel files of Unit Members, which may serve as a basis for  
14 affecting the status of their employment, are to be made available for the  
15 inspection of the person involved, or their designee (EC §44031/LC 1198.5).  
16 Such material is not to include ratings, reports, or records which:

- 17  
18 a) were obtained prior to employment of the person involved;  
19 b) were prepared by an identifiable examination committee;  
20 c) were obtained in connection with a promotional examination.

21  
22 Unit Members, or their designee, shall have the right to inspect their personnel  
23 files. Appointments shall be made during normal business hours, with prior  
24 approval of their immediate supervisor. Permission shall not be unreasonably  
25 denied.

26  
27 2. Derogatory Information

28  
29 Information of a derogatory nature shall not be entered into a Unit Member's  
30 personnel records, unless and until the Unit Member is given ten (10) days'  
31 notice and an opportunity to review and comment on that information. The Unit  
32 Member shall have the right to enter, and have attached to any derogatory  
33 statement, his or her own comments. (EC §44031). Review of derogatory  
34 material shall take place during normal business hours, and the Unit Member  
35 shall be released from duty from the purpose of reviewing without any loss of  
36 salary or benefits. There shall be no limitation of time in which such material  
37 may be entered.

38  
39 Any and all derogatory materials placed into the Unit Member's personnel file  
40 shall first be signed and dated by the supervisor, and the Unit Member shall be  
41 given the opportunity to sign or not sign the materials before such material is  
42 placed in the Unit Member's personnel file pursuant to law.  
43

1 **ARTICLE 5 - Unit Member Rights (Continued)**

2  
3 3. Right to Photocopies

4  
5 One photocopy of any derogatory material placed into a Unit Member's  
6 personnel file shall be provided to the Unit Member, or his/her designee. One  
7 photocopy of any legally obtainable parts of the Unit Member's personnel file  
8 shall be made available to the Unit Member, or his/her designee, upon written  
9 request.

10  
11 B. In the event the District requires the wearing of a distinctive uniform by Unit  
12 Members, the cost of the purchase, lease or rental of such uniforms shall be borne  
13 by the District. The uniforms shall remain the property of the District.  
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1 **ARTICLE 6 - Professional Growth**

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3 Effective July 1, 2021, Unit Members may submit proof of a degree from an accredited  
4 community college, college, or university to Personnel Services to receive a stipend in the  
5 amounts listed below or continue to receive their current professional growth stipend.  
6

7	A.A.	\$ 500.00
8	B.S./B.A.	\$1,000.00
9	M.S./M.A.	\$2,000.00
10	Doctorate/J.D.	\$3,000.00

11  
12 Appropriate verification must be received by the Personnel Office prior to October 1<sup>st</sup> for  
13 the Unit Member to receive the stipend. The stipend will be paid to the Unit Members in a  
14 lump sum (minus normal deductions) in November or December of that year, or as soon  
15 thereafter as practicable.  
16

17 Unit Members who are receiving a professional growth stipend as of June 30, 2021 will  
18 not be eligible to earn additional increments without demonstrating proof of completion of  
19 a degree from an accredited community college, college, or university.  
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1 **ARTICLE 7 – Drug Testing for Employees Covered by the**  
2 **Omnibus Transportation Employee Testing Act of 1991**

3  
4 A. Drug Testing  
5

- 6 1. Unit Members who are required to possess a Class A or B commercial driver's  
7 license shall be subject to drug/alcohol testing pursuant to the requirements of  
8 the Omnibus Transportation Employee Testing Act of 1991 as fully adopted by  
9 Board Policy 4112.42.  
10
- 11 2. Effects of a positive test: If the positive test is an alcohol test showing an alcohol  
12 concentration of 0.02 or greater but less than 0.04, the Unit Member will be  
13 placed on unpaid administrative leave for 24 hours. The Unit Member shall  
14 return to regular duty at the end of this 24-hour period.  
15

16 For all other positive tests, the Unit Member shall be evaluated by a qualified  
17 substance abuse professional chosen by the Unit Member, who shall determine  
18 what assistance, if any, is needed to resolve alcohol or controlled substance  
19 problems. A substance abuse professional is a licensed physician (medical  
20 doctor or doctor of osteopathy), or a licensed or certified psychologist, social  
21 worker, employee assistance professional, or addiction counselor (certified by  
22 the National Association of Alcoholism and Drug Abuse Counselors  
23 Certification Commission) with knowledge of and clinical experience in the  
24 diagnosis and treatment of alcohol and controlled substances-related disorders.  
25

26 The Unit Member shall not be returned to safety-sensitive duties until the driver  
27 passes a return-to-duty test with an alcohol concentration of less than 0.02 or, in  
28 the case of a positive for controlled substances, until a return-to-duty test  
29 indicates a verified negative result for controlled substance use.  
30

31 If the substance abuse professional determines that a rehabilitation program is  
32 needed, and if that program does not permit the temporary assignment of the  
33 Unit Member to duties that are not safety-sensitive, a Unit Member who has not  
34 previously tested positive shall be entitled to use available sick leave and/or  
35 vacation for the purpose of rehabilitation.  
36

37 Unit Members returning to duty after rehabilitation shall be subject to  
38 unannounced follow-up testing of at least six (6) tests in the first twelve (12)  
39 months of return to duty.  
40  
41

1 **ARTICLE 7 – Drug Testing for Employees Covered by the**  
2 **Omnibus Transportation Employee Testing Act of 1991 (Continued)**

3  
4 Notwithstanding a substance abuse professional's recommendation, Unit  
5 Members shall be subject to discipline for alcohol or controlled substance abuse  
6 if:

- 7
- 8 a) The Unit Member tests positive on an alcohol or controlled substance test;
  - 9
  - 10 b) The Unit Member refuses to submit to a test authorized by this Article;
  - 11
  - 12 c) The Unit Member fails to complete rehabilitation recommended by the  
13 substance abuse professional;
  - 14
  - 15 d) The Unit Member tests positive again for alcohol or again for controlled  
16 substances within twelve (12) months after a return to duty following  
17 completion of rehabilitation.
  - 18

19 3. All disciplinary action taken under this Article shall proceed under Article 17  
20 (Disciplinary Procedures) of this Collective Bargaining Agreement.

21  
22 **Miscellaneous:** Unit Members will receive their regular pay for time required to take  
23 the tests specified in this Article. The District will pay for these tests. The parties agree  
24 to treat all results as confidential medical records.  
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1 **ARTICLE 8 – Evaluations**

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3 **A. Newly-Hired Probationary Unit Members**

- 4  
5 1. The probationary period for a Unit Member newly hired to the District shall  
6 not exceed six (6) months or 130 days of paid service (whichever is longer)  
7 from the date of hire, except when the Unit Member is required to take an  
8 extended leave of absence which precludes the Unit Member from working  
9 at least 75% of the work year. In those cases, the probationary period shall  
10 be frozen from the first day of the extended leave until the Unit Member  
11 returns to work. Probationary Unit Members shall be evaluated at least two  
12 (2) times during the probationary period.

13  
14 A probationary Unit Member who resigns during the probationary period  
15 shall, in the event of reemployment in the same classification, be required to  
16 complete a full probationary period of six (6) months or 130 days of paid  
17 service (whichever is longer) from the date of reemployment before  
18 obtaining permanent status. During the initial probationary period of six (6)  
19 months or 130 days of paid service (whichever is longer), a Unit Member  
20 may not apply for another position that becomes vacant.

- 21  
22 2. For the purpose of calculating 130 days of paid service, consistent with the  
23 court’s decision in *CSEA v. Compton Unified School District* (1985) 165  
24 Cal.App.3d 697 and Education Code section 45301, holiday or vacation days  
25 shall count towards this calculation but other days of leave, including but not  
26 limited to, illness leave, injury leave, bereavement leave, parenting leave or  
27 pregnancy leave shall not count towards 130 days of paid service so as to  
28 provide the district with reasonable opportunity to observe and evaluate an  
29 employee’s performance on the job before according him or her the status of  
30 permanent employee. (*Randolph v. City of Los Angeles* (1977) 67  
31 Cal.App.3d 201, 205.)

32 **B. Permanent Unit Members**

- 33  
34 1. All permanent Unit Members shall be evaluated at least one (1) time per year  
35 by the immediate supervisor. When a Unit Member receives two (2)  
36 consecutive evaluations with all areas marked “meets expectations” or  
37 “exceed expectations,” the Unit Member will then be placed on a two (2)  
38 year evaluation cycle. Subsequent evaluations in which one or more areas  
39 are marked “deficient performance” or “unacceptable performance” will  
40 result in the Unit Member being placed back on the yearly cycle.  
41

1 **ARTICLE 8 – Evaluations (Continued)**  
2

- 3 2. The evaluator, the reviewer, (if applicable) and the Unit Member shall sign  
4 and date the evaluation report. The Unit Member’s signature indicates that  
5 the Unit Member has seen and discussed the evaluation report, but does not  
6 necessarily indicate complete agreement with all factors of the evaluation.  
7 The Unit Member will have opportunity to provide a written response, which  
8 will be attached to the evaluation form. If the Unit Member refuses to sign  
9 the evaluation, it shall still be placed in the Unit Member’s permanent  
10 personnel file. No evaluation shall be placed in a Unit Member’s personnel  
11 file without a discussion with the evaluator, nor without a copy of the  
12 evaluation being given to the Unit Member. Any unacceptable or deficient  
13 performance evaluation for a permanent Unit Member shall contain  
14 recommendations for improvement and shall be followed with a conference.  
15 Prior to the performance evaluation, the Unit Member shall be given notice  
16 of any significant deficiency. If unacceptable or deficient performance  
17 occurs, the follow up conference dates shall be listed on the evaluation form.  
18

19 **C. Permanent Unit Members Who Promote to a Higher Classification**  
20

21 A permanent Unit Member who promotes to a higher classification shall serve a  
22 six (6) month or 130 days of paid service (whichever is longer) probationary period  
23 in the new classification. If a Unit Member promotes to a new position within that  
24 six (6) month probationary period, the probationary period resets upon the effective  
25 date of the promotion. Unit Members should receive at least one (1) evaluation  
26 within the six (6) month or 130 days of paid service (whichever is longer)  
27 probationary period. During the first twenty-eight (28) days of this probationary  
28 period, if the Unit Member decides to be reinstated to his/her previous permanent  
29 classification, the Unit Member must submit a written notice of that decision to the  
30 Unit Member’s immediate supervisor, which will initiate the Unit Member’s  
31 reinstatement within ten (10) days. This reinstatement will not result in a loss of  
32 days or hours that the Unit Member held immediately prior to the Unit Member’s  
33 promotion. If the Unit Member’s performance in the new classification during the  
34 probationary period is unsatisfactory, the Unit Member shall be reinstated in the  
35 Unit Member’s former classification unless otherwise dismissed pursuant to  
36 applicable disciplinary procedures. In order to have permanent status in the new  
37 position, the Unit Member must serve the full six (6) month or 130 days of paid  
38 service (whichever is longer) probationary period. If a plan for improvement is  
39 necessary during this probationary period, the Association and the Personnel Office  
40 shall meet with the supervisor and the Unit Member to assist in the development of  
41 an improvement plan.  
42  
43



1 **ARTICLE 9 – Salaries**

2  
3 A. Step raises and longevity increments shall be paid as earned by this Agreement.  
4 Longevity increments are based upon years in the District and shall not be prorated.  
5 Eligible Unit Members shall earn twelve (12) longevity increments per year,  
6 irrespective of the number of months actually worked by the Unit Member.  
7 Longevity payments shall be paid monthly.

- 8
- 9 1. Longevity Increment I - When a Unit Member has completed five (5) years of  
10 employment; base salary plus \$57.17 per month.
  - 11
  - 12 2. Longevity Increment II - When a Unit Member has completed ten (10) years of  
13 employment; base salary plus \$80.04 per month.
  - 14
  - 15 3. Longevity Increment III - When a Unit Member has completed fifteen (15) years  
16 of employment; base salary plus \$102.91 per month.
  - 17
  - 18 4. Longevity Increment IV - When a Unit Member has completed twenty (20)  
19 years of employment; base salary plus \$148.66 per month.
  - 20
  - 21 5. Longevity Increment V - When a Unit Member has completed twenty-five (25)  
22 years of employment; base salary plus \$205.83 per month.
  - 23
  - 24 6. Longevity Increment VI – When a Unit Member has completed thirty (30) years  
25 of employment; base salary plus \$253.75 per month.

26  
27 Step Raises – Annual step increases shall be earned on yearly anniversary dates  
28 based on the Unit Member’s hire date in his/her current position.

29  
30 Longevity Increments – Longevity Increments shall be earned on the fifth (5<sup>th</sup>),  
31 tenth (10<sup>th</sup>), fifteenth (15<sup>th</sup>), twentieth (20<sup>th</sup>), twenty fifth (25<sup>th</sup>), and thirtieth (30<sup>th</sup>)  
32 anniversary date of the Unit Member’s initial employment date as a regular,  
33 contracted employee of the District.

34  
35 B. This Agreement constitutes the full and final settlement of all salary issues except  
36 as noted in Article 21 re-opener language.

- 37
- 38 1. Effective 7/1/08, Proctors will receive an additional ¼% annual increase above  
39 the base grant funding increase until squared up with Range 1 of the Salary  
40 Schedule.
- 41

1 **ARTICLE 9 – Salaries (Continued)**

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3 2. In the event federal categorical and/or restricted revenues or  
4 supplemental/concentration grant monies of any sort are redefined, renamed or  
5 changed to be classified as unrestricted or non-categorical funds, or any other  
6 new title, term, definition or name, such change(s) shall not be considered  
7 as an increase to the District’s unrestricted budget for the purpose of salary  
8 increases.

9  
10 3. As of July 1, 2002, all Unit Members who work less than twelve (12) months  
11 per year may participate in the deferred net pay program.

12  
13 4. In order to be eligible to receive any retroactive pay and/or benefits, a Unit  
14 Member must be in paid status on the date the last party ratifies any retroactive  
15 pay and/or benefit agreement.

16  
17 It is agreed that the District and the Association shall meet in a timely manner, after  
18 the state budget is adopted, but prior to July 1 of each school year, to discuss the  
19 changes in the base grant funding as contained in this Article.

20  
21 **C. Payroll Procedures**

22  
23 Individual Unit Member pay warrants shall be dispensed from the Payroll  
24 Department in individual envelopes. Unit Members using automatic deposit may  
25 view their pay warrants on-line.

26  
27 Enrollment in the deferred net pay plan is optional. The plan will be offered to all  
28 Unit Members on an elective basis. The Unit Member’s election to participate in  
29 the plan is irrevocable for the remainder of the fiscal year. The deferred amount will  
30 be paid out to the Unit Member during the June 30<sup>th</sup> and July 31<sup>st</sup> payroll cycles at  
31 the end of the school year.

32  
33 If a Unit Member leaves the District or changes jobs within the District, resulting in  
34 an overpayment of salary, contract provisions for re-payment will be followed.

35  
36 Accrued vacation and sick leave balances will be current based upon current information  
37 received and issued quarterly to all Unit Members, unless provided on monthly pay stubs.

1 **ARTICLE 9 – Salaries (Continued)**

2  
3 **D. Payroll Errors**

- 4
- 5 1. In the event it is determined that an error has been made in the calculation or
- 6 reporting in any Unit Member's payroll or in the payment of any Unit Member's
- 7 salary which results in an underpayment, the District shall, within five (5) days
- 8 following such determination by the District, provide the Unit Member with a
- 9 statement of the correction and a supplemental payment.
- 10
- 11 2. Upon discovery of a procedural error resulting in an overpayment of funds to a
- 12 Unit Member the District shall:
- 13
- 14 a) Notify the affected Unit Member, in writing, that an overpayment has been
- 15 made. The written notice shall include the amount of overpaid funds, the
- 16 cause of overpayment, a copy of this section and any other pertinent
- 17 information.
- 18
- 19 b) A payback plan will be developed by the Unit Member and, at the Unit
- 20 Member's request, an Association representative and the Business Office
- 21 will consider the normal amount the Unit Member receives per month, the
- 22 amount of overpayment and the number of pay periods remaining in the
- 23 fiscal/school year when determining the payback plan. The District shall not
- 24 require payments to commence any sooner than the beginning of the next
- 25 pay period after the notification provided herein.
- 26

27 **E. Shift Differential Pay**

28

29 Unit Members who work an assignment of at least seven (7) hours, which begins

30 on or after 2:00 P.M., and on or before 4:00 A.M., shall receive a shift differential

31 pay equal to eight percent (8%) of the Unit Member's base rate of pay. Unit

32 Members who work a less than seven (7) hour regular assignment, shall be paid

33 shift differential for their entire shift if their shift ends at or after 8:00 P.M.

34

35 **F. Unit Members Who Substitute**

- 36
- 37 1. Unit Members who substitute in their current classification or lower shall
- 38 receive their current rate of pay.
- 39
- 40 2. Unit Members who substitute in a higher classification shall be paid in
- 41 accordance with the salary schedule for the classification being subbed in,
- 42 on the step that is at least 5% above their normal rate of pay, but no higher
- 43 than Step E of that classification, effective on the first day subbed.

1 **ARTICLE 9 – Salaries (Continued)**

2  
3 **G. Over Contract Pay**

4  
5 Unit Members assigned to perform an assignment or service in addition to their  
6 regular assignment shall be compensated on a pro rata basis for the additional  
7 assignment or service, not less than the compensation and benefits that are  
8 applicable to the classification of the additional assignment or service during the  
9 school year (EC §45102 b). Unit Members who perform over contract within their  
10 current classification shall receive their regular rate of pay. Unit Members who  
11 perform over contract outside of their current classification shall receive their  
12 current hourly rate or Step A of the classification in which the over contract is being  
13 performed whichever is greater. When there is an opportunity for over contract work  
14 in an after-school program, the positions available, hours, rate of pay and duration  
15 of assignment will be posted at that school site, on the CSEA bulletin board, and the  
16 posting will also be placed in each classified employee’s box or emailed  
17 electronically.  
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1 **ARTICLE 10 - Health and Welfare**

2  
3 For the purposes of this Article, an eligible Unit Member is defined as any Unit Member  
4 working four (4) hours or more on a daily basis for at least seventy five percent (75%) of  
5 the days that constitute a school year or seventy five percent (75%) of the teaching year in  
6 the case of Instructional Aides.

7  
8 A. For eligible Unit Members, the District’s maximum contribution for health and  
9 welfare premium costs shall be pro-rated based upon the number of hours for which  
10 a Unit Member is contracted to work per day in relation to a six (6) hour day. Pro-  
11 rations shall be calculated on the actual number of contracted work hours per day  
12 and shall not be rounded up or down.

13  
14 **EXAMPLES:** (For illustration purposes only)

<u>Contracted hours per day</u>	<u>Maximum District Contribution for Benefit Package</u>
3.75	0%
4	66%
5	83.33%
6 or more	100%

15  
16  
17  
18  
19  
20  
21  
22  
23 B. The District will increase its current contribution by 7.63%, providing \$539,231  
24 to CSEA (current cost to the District is \$7,067,250 x 7.63%).

- o The new health and Welfare caps, effective July 1, 2023, will be:
  - o Family - \$17,250
  - o Two-Party - \$13,850
  - o Single - \$ 8,350

25  
26  
27  
28  
29  
30  
31 In the event the annual cost to the District per eligible Unit Member for health and  
32 welfare benefits exceeds the maximum annual contributions established above, (or  
33 the pro-rated amount for part-time Unit Members), those excess costs shall  
34 automatically be deducted from the Unit Member’s monthly payroll warrant.  
35 Individually signed payroll deduction forms from Unit Members shall not be  
36 required prior to the District implementing these payroll deductions. All Unit  
37 Members will be notified by the District prior to payroll deductions being  
38 implemented.

39  
40 Unit Members must make a plan selection for medical, dental, and vision (or opt  
41 out, if eligible) during the District’s open enrollment period.

1 **ARTICLE 10 - Health and Welfare (Continued)**

2  
3 Any rebate paid to the District by third party administrators and/or Joint Powers  
4 Authorities with whom the District contracts for the provision of health and welfare  
5 benefits shall be pro-rated among all employee groups eligible for a rebate and shall  
6 be used to offset premium increases in future years. Such rebates shall be applied  
7 first to reduce increased costs above the maximum District contribution prior to  
8 implementation of payroll deductions.  
9

10 C. The District shall pay for Unit Member life insurance with an initial face value of  
11 \$35,000.

12  
13 D. Eligible Unit Members may opt out of District-paid insurance programs once per  
14 year during the open enrollment period, subject to providing the District with written  
15 proof of medical insurance elsewhere. Unit Members who elect to opt out of the  
16 District's comprehensive plan options will be required to sign a waiver  
17 acknowledging that they will not be eligible to enroll in the District's dental or  
18 vision plans.  
19

20 All newly-hired Unit Members contracted to work six (6) hours or more, hired after  
21 July 1, 2018, will not be allowed to opt-out.  
22

23 E. Health and welfare benefits for newly hired and all newly eligible Unit Members,  
24 irrespective of their original hire date with the District, shall become effective on  
25 the first day of the month following the Unit Member's actual first day of paid  
26 service in the position which created their eligibility for health and welfare benefits.  
27 Upon separation from the District, health and welfare benefits will continue through  
28 the last day of the month of the separation.  
29

30 The Parties agree that should the Association consider changing providers (ex:  
31 moving from a Joint Powers Authority to an Employee Trust), they shall meet and  
32 negotiate that matter.  
33

34 **F. Long-Term Disability**

35  
36 Each Benefit Eligible Bargaining Unit Member shall participate in the mandatory  
37 long-term disability plan. Effective July 1, 2022, the District's cap for this benefit  
38 will be \$150.00. Eligible members participating in the long-term disability plan  
39 that exceeds the District's maximum contribution of \$150.00 shall have a tenthsly  
40 payroll deduction to cover the overage cost.  
41  
42

1 **ARTICLE 10 - Health and Welfare (Continued)**

2  
3 **G. Group Insurance Premiums for Retired Unit Members**

- 4  
5 1. Eligible retirees, hired prior to June 30, 2012, who are fifty-five (55) through  
6 sixty-four (64) years of age, who have completed ten (10) years of benefit  
7 eligible service with the District may be entitled to receive the same Health and  
8 Welfare package provided to current full-time Unit Members at the District's  
9 expense subject to all other provisions in this Article, including pro-rating for  
10 eligible, less than six (6) hour Unit Members.

11  
12 Eligible retirees, hired after June 30, 2012, who are sixty (60) through sixty-four  
13 (64) years of age, who have completed fifteen (15) years of benefit-eligible  
14 service with the District may be entitled to receive the same Health and Welfare  
15 package provided to current full-time Unit Members at the District's expense  
16 subject to all other provisions in this Article, including pro-rating for eligible,  
17 less than six (6) hour Unit Members.

18  
19 Effective July 1, 2015, eligible retirees may be entitled to receive the same  
20 Health and Welfare package provided to current full-time Unit Members at the  
21 District's expense subject to all other provisions in this Article, including pro-  
22 rating for eligible, less than six (6) hour Unit Members.

- 23  
24 2. Retirees, fifty-five (55) through sixty-four (64) years of age, who have not  
25 completed ten (10) years of service with the District shall be entitled to receive  
26 the same Health and Welfare package as full-time Unit Members. Retirees shall  
27 be responsible for the full cost of the package.
- 28  
29 3. A retiree may continue to receive medical and/or dental coverage, after age  
30 sixty-five (65) years, by reimbursing the District the cost of the monthly  
31 premium.
- 32  
33 4. Retirees who reside outside the State of California may only enroll in the PPO  
34 plan provided by the District.
- 35

1 **ARTICLE 11 - Safety**

- 2
- 3 A. The District shall make every reasonable effort to provide a place of employment,
- 4 which is as safe as the nature of the employment and assigned duties reasonably
- 5 permit.
- 6
- 7 B. Any abuse, assault, battery, or threat of force directed toward Unit Members at any
- 8 time or place, which is related to school activity or school attendance, shall be
- 9 reported to the immediate supervisor. The District and the Unit Members shall take
- 10 appropriate action as required in Education Code Section 44014. (Requirement to
- 11 report to appropriate law enforcement authorities).
- 12
- 13 C. A Unit Member may, when necessary, use reasonable restraint in the performance
- 14 of his/her duties in the interests of self-protection or for the protection of others. It
- 15 is further agreed that under such circumstances the Unit Member must exercise
- 16 mature judgment, acting and reacting in a "reasonable and prudent" manner.
- 17
- 18 D. The District agrees to indemnify and defend Unit Members for acts or omissions
- 19 within the scope of employment as provided for by Gov. Code Section 995 et. seq.
- 20
- 21 E. The District agrees to meet with a representative of the Association, upon request,
- 22 to discuss problems concerning Unit Member safety.
- 23
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1 **ARTICLE 12 - Assignment, Transfer and Filling of Vacancies**

2  
3 A. Every effort shall be made to notify Unit Members of their annual work assignment  
4 for the forthcoming year by the last working day in May. If the District is unable to  
5 meet the deadline, the Association will be notified of the reason(s).  
6

7 **B. Definitions**

- 8  
9 1. Vacancy – Any Bargaining Unit position which is new or which remains unfilled  
10 after any assignments, reassignments, voluntary transfers or involuntary  
11 transfers are made.  
12  
13 2. Assignment – The placement of a Unit Member into a vacant position.  
14  
15 3. Reassignment – The reinstatement of a Unit Member to their previous  
16 permanent position.  
17  
18 4. Voluntary Transfer – A Unit Member initiated transfer within the same  
19 classification from one work location to another.  
20  
21 5. Involuntary Transfer – A District initiated transfer within the same classification  
22 from one work location to another.  
23  
24 6. Surplus – A surplus is when the number of Unit Members in a classification at  
25 a site/department exceeds the allocation for that site/department.  
26

27 **C. Posting of Vacancies**

- 28  
29 1. The District shall post at each Unit Member’s work location a list of all Unit  
30 Member vacancies. The posting period for all vacancies shall be six (6) days.  
31  
32 2. The vacancy shall not be permanently filled until the posting period is complete.

33 **D. Voluntary Transfers**

- 34  
35 1. A permanent Unit Member may submit a request in writing for a voluntary  
36 transfer to any posted vacancy when there is a posted vacancy. During the initial  
37 six (6) month or 130 days of paid service (whichever is longer) probationary  
38 period, a Unit Member may not apply for another position that becomes vacant.  
39  
40

1 **ARTICLE 12 - Assignment, Transfer and Filling of Vacancies**  
2 **(Continued)**

- 3
- 4 2. Any permanent Unit Member who submits a request to transfer shall be  
5 interviewed.
- 6
- 7 3. In the event the District determines that two (2) or more applicants are equally  
8 qualified, seniority shall govern.
- 9
- 10 4. Upon request, the District shall discuss with the Unit Member the reasons for  
11 non-selection.
- 12

13 **E. Involuntary Transfers**

- 14
- 15 1. The District may initiate an involuntary transfer of Unit Member(s) at any  
16 time whenever such transfer is in the best interest of the District.
- 17
- 18 2. An involuntary transfer normally occurs when there is a surplus of Unit  
19 Members, within a classification at a work location, or when the elimination  
20 of programs and/or funding occurs.
- 21
- 22 3. The Unit Member affected by the involuntary transfer shall be given notice as  
23 soon as the decision to transfer the employee has been made.
- 24
- 25 4. Upon the request of the Unit Member, the supervisor/administrator who  
26 determined the transfer will conference with the Unit Member in order to  
27 discuss the necessity of the transfer.
- 28
- 29 5. In the event that a Unit Member remains dissatisfied after the conference with  
30 the supervisor/administrator, he/she may seek a review of the action from the  
31 Assistant Superintendent of Personnel or his/her designee. The Assistant  
32 Superintendent of Personnel or designee shall meet with the employee and  
33 his/her CSEA representative and thereafter determine whether the transfer  
34 was appropriate. The decision of the Assistant Superintendent of Personnel or  
35 designee shall be final and not subject to the grievance process.
- 36

37 **F. Surplus Transfers**

- 38
- 39 1. When a surplus of Unit Members occurs, balancing will be achieved first by  
40 voluntary transfers and then by involuntary transfers.
- 41
- 42

1 **ARTICLE 12 - Assignment, Transfer and Filling of Vacancies**  
2 **(Continued)**

- 3
- 4 2. Vacancies will be posted at the surplus site/department and provided to  
5 potentially affected members.  
6
- 7 3. If a Unit Member requests to voluntarily transfer from the surplus site, the  
8 transfer request shall be granted.  
9
- 10 4. In the event two (2) or more Unit Members request to transfer to the same  
11 vacancy, the supervisor/administrator of the site/department who will make  
12 the selection shall interview the candidates.  
13
- 14 5. If no voluntary transfers are received, the District will proceed with an  
15 involuntary transfer based on site/department needs first, then seniority within  
16 the classification(s) at the affected site/department.  
17

18 G. Summer program staffing needs will be posted in the same manner as other  
19 vacancies. Job postings shall be contingent upon the needs of the program.  
20 Employment in summer programs may be rescinded if there is insufficient  
21 enrollment, lack of funds and/or lack of need for the program. Only twelve (12)  
22 month Unit Members may be required to work summer assignments. Less than  
23 twelve (12) month Unit Members who work during the summer in their  
24 classification shall receive their same salary and benefits, on a prorated basis, that  
25 they receive during the regular academic year.  
26

27 H. Upon promotion or transfer to another classification within a job family, salary shall  
28 be paid on the same salary step occupied by the Unit Member immediately prior to  
29 the promotion or transfer.  
30

31 I. Should a Unit Member change to a job classification outside of his/her present job  
32 family into a higher classification, the Unit Member shall be placed upon the salary  
33 schedule based upon the prior experience in the new position. Base rate of pay shall  
34 be at a step equal to or higher than the amount earned in prior classification.  
35

36 J. Should a Unit Member voluntarily select a job classification that results in a  
37 decrease in the base rate of pay, he/she shall be placed upon the salary schedule  
38 based upon prior experience in the new position.  
39

40 K. A permanent Unit Member who promotes to a higher classification shall serve a six  
41 (6) month probationary period in the new classification. If the Unit Member's

1 **ARTICLE 12 - Assignment, Transfer and Filling of Vacancies**  
2 **(Continued)**

3  
4 Performance in the new classification during the probationary period is  
5 unsatisfactory, the Unit Member shall be re-instated in his/her former classification  
6 unless otherwise dismissed pursuant to applicable disciplinary procedures.  
7

8 L. The normal work year for Unit Members shall be twelve (12) months. Exceptions  
9 to normal work year shall be Unit Members assigned to a specific calendar or Unit  
10 Members assigned to categorically funded programs.  
11

12 **M. Nutrition Services Only**

- 13  
14 1. When there is a vacancy of three hours or more in a Nutrition Service Worker  
15 position, every Nutrition Service Worker shall be provided a transfer  
16 opportunity notice.  
17  
18 2. Nutrition Service Workers employed twelve (12) months or longer may submit  
19 a written request to transfer to the Nutrition Services Department (NSD) within  
20 the stated timeframe.  
21  
22 3. Transfer requests shall be screened through the Nutrition Services Department.  
23  
24 4. All eligible Nutrition Service Workers shall be interviewed. The  
25 recommendation of the NSD will be forwarded to Personnel for approval.  
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1 **ARTICLE 13 – Reclassification**

2  
3 **A. Definition**

4  
5 Reclassification is defined as a position that has a significant and permanent change  
6 and/or increase in the duties and responsibilities which have been assigned by the  
7 District and are inconsistent with the current job description of the position.

8  
9 Position reclassification is neither a reward to a unit member for excellent  
10 performance or high seniority within a job classification.

11  
12 Reclassification is not appropriate based solely on increased volume of work,  
13 excellent performance of job duties, seniority or unusual special skills of the  
14 member unless the position requires such use of said skills.

15  
16 **B. Process**

- 17  
18 1. Prior to submitting a reclassification request to CSEA for review, the Unit  
19 Member shall meet with his/her Supervisor to attempt to resolve matters  
20 related to working out of class.
- 21  
22 2. If the issue is not resolved after meeting with the Supervisor, the Director of  
23 Personnel, the Supervisor, the Principal/Director, the CSEA Representative,  
24 and the Unit Member will meet to discuss the reclassification request.
- 25  
26 3. If the issue is still not resolved, the Unit Member may submit a reclassification  
27 request to CSEA. Both the reclassification request form and the supervisor  
28 notification forms are included as Appendix for reference herein.
- 29  
30 4. CSEA will notify Personnel of receipt of request.
- 31  
32 5. Personnel will then convene the Reclassification Committee (three (3)  
33 members for management and three (3) members for CSEA, with a minimum  
34 of two (2) from each side for a quorum) for review and recommendation to  
35 Cabinet.
- 36  
37 6. Upon Cabinet approval, the request will go to the Governing Board for final  
38 approval.
- 39

1       **ARTICLE 13 – Reclassification (Continued)**  
2

- 3               7. All decisions of the Board are final, with no access to the grievance process.  
4  
5               8. If the reclassification request is approved, the employee may not request a  
6               review again for three (3) years.  
7  
8               9. If the reclassification request is denied, the employee may request another  
9               review after one (1) year has lapsed.

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1 **ARTICLE 14 - Work Year**

- 2
- 3 A. A regular work week for a full-time Unit Member shall be forty (40) hours, five (5)
- 4 consecutive days, and a regular workday shall be eight (8) hours exclusive of lunch
- 5 (EC §45127). Initial scheduling of the hours and the work shall be at the sole
- 6 discretion of the District.
- 7
- 8 B. Should any changes of two (2) hours or less in a Unit Member’s established working
- 9 hours occur, the employee will be given ten (10) days’ notice before the change is
- 10 effective, unless mutually agreed upon by both the employee and supervisor to
- 11 implement the new hours before the ten (10) day period has lapsed. Any changes
- 12 of more than two (2) hours in a Unit Member’s established hours shall be discussed
- 13 and mutually agreed upon by both the employee and the supervisor before any
- 14 change is implemented. In the event such a change in hours affects shift differential
- 15 eligibility, the District and CSEA shall meet and negotiate the effect. This article
- 16 shall not restrict the extension of the regular work day or work week on an overtime
- 17 basis when necessary to carry on the business of the District. Any change in a Unit
- 18 Member’s work year shall be negotiated between the District and the Association.
- 19
- 20 C. The District shall provide pay or, at its discretion, compensatory time off at the rate
- 21 equal to one and one-half (1-1/2) times the regular rate of pay for Unit Members
- 22 designated by the District and authorized in writing by the immediate supervisor or
- 23 his/her designee to perform overtime. Overtime is any time required to be worked
- 24 in excess of eight (8) hours in any one (1) workday (excluding 4/10 work days) or
- 25 any time in excess of forty (40) hours in any calendar week. In determining overtime
- 26 for the purpose of computing the number of hours worked, the time in which the
- 27 Unit Member is excused from work because of holidays, sick leave, vacation or
- 28 other paid leaves of absence, shall be considered as time worked by the Unit
- 29 Member. (EC §45128) It is the intent that compensatory time should be used prior
- 30 to the start of the next school year; however, compensatory time shall be used within
- 31 twelve (12) months from the date earned and at a time mutually agreed upon by the
- 32 Supervisor and the Unit Member(s).
- 33
- 34 D. The designation and authorization of any overtime and extra-time shall rest solely
- 35 with the District. The assignment of overtime and extra-time, when administratively
- 36 practicable, shall be rotated among those Unit Members determined by management
- 37 to be qualified and capable of performing the required work.
- 38
- 39 E. All Unit Members who are on duty for five (5) hours or more per day shall be
- 40 entitled to a non-paid duty-free lunch period of at least thirty (30) minutes (LC 512).
- 41
- 42

1  
2 **ARTICLE 14 - Work Year (Continued)**  
3

4 F. Unit Members whose work day is six (6) or more continuous hours are entitled, at  
5 their election, to two (2) ten (10) minute rest periods at approximately half way  
6 through the first half and half way through the second half of their shift.

7 For Instructional Unit Members, it is the intent of this language to schedule rest  
8 periods during student non-instructional time, whenever possible.

9 Rest periods may not be combined to shorten workdays, change starting or ending  
10 times or to extend lunch breaks.  
11

12 Rest periods are part of the Unit Member's regular paid workday.  
13

14  
15 G. Unit Members called in to work on a day when they are not scheduled to work or  
16 called back to work after completion of their regular assignment shall be  
17 compensated for at least two (2) hours of work at the appropriate rate of pay.

18  
19 H. 4/10 Work Week

20 During the 4/10 summer work week schedule, the following shall apply:  
21

- 22 1. All leave taken during this time shall be modified to reflect the actual workday  
23 of the employee (Ex: a regular eight (8) hour employee who works ten (10) hours  
24 during the summer, will be charged ten (10) hours for a full day's absence, not  
25 to exceed four (4) days per week).  
26
- 27 2. Work in excess of ten (10) hours per day shall be paid in accordance with Section  
28 B above.  
29
- 30 3. There shall be no reduction in total hours worked or loss of any other benefit(s)  
31 earned during this period for any Unit Member subject to this Agreement, nor  
32 shall Unit Members accrue any new rights or privileges as a result of  
33 participating in this four (4) day work week.  
34
- 35 4. The 4/10 schedule will begin the first full week in June and end the last full week  
36 in July.  
37
- 38 5. During the week of spring break, the 4/10 schedule may be implemented by  
39 site/department as mutually agreed upon by employees and management.  
40  
41



1 **ARTICLE 14 - Work Year (Continued)**

2  
3 I. Holidays (EC §45203)

4  
5 It is agreed that all Unit Members shall receive the thirteen (13) paid holidays, listed  
6 below, each year. The Birthday Holiday may be taken at any time during the work  
7 year as mutually agreed upon by the Unit Member and their supervisor.

8  
9 Two (2) additional holidays, Independence Day and Juneteenth, will be paid to  
10 those Unit Members who are in a paid status either the day before or after the actual  
11 holiday.

12  
13 Newly hired Unit Members will receive only the holidays that occur following their  
14 hire date for the remainder of their contracted year with the exception of the  
15 Birthday Holiday.

- 16  
17 1. Labor Day  
18 2. Veteran’s Day  
19 3. Thanksgiving Day  
20 4. Day after Thanksgiving Day  
21 5. Day before or after Christmas Day  
22 6. Christmas Day  
23 7. Day before or after New Year’s Day  
24 8. New Year’s Day  
25 9. Martin Luther King Jr. Day  
26 10. Lincoln’s Birthday  
27 11. President’s Day  
28 12. Memorial Day  
29 13. Unit Member’s Birthday (in lieu of Admission’s Day)

30  
31 With the exception of the Birthday Holiday, Unit Members required to work on  
32 any of the above referenced holidays shall be paid at the rate of time and one-half  
33 the Unit Member’s regular rate of pay in addition to regular pay.

34  
35 Should the Federal Government declare a new national holiday, it shall be added to  
36 the list of paid holidays.

37  
38 J. Vacation

- 39  
40 1. Unit Members, permanent and probationary, shall earn vacation at the  
41 prescribed rate as part of his/her compensation. Vacation shall also be earned  
42  
43

1 **ARTICLE 14 - Work Year (Continued)**

2  
3 during any paid leave of absence. Newly hired Unit Members who have worked  
4 six (6) months or longer shall earn one (1) day's paid vacation for each  
5 month worked during the fiscal year, retro-active to their first day of  
6 probationary service.

- 7  
8 2. Unit Members working for the District immediately preceding July 1, 1988,  
9 shall be entitled to the following earned vacation benefits based on consecutive  
10 years of service:

11  
12 One (1) day per month from employment to five (5) years of regular service.

13  
14 One and one-half (1.5) days per month beginning the sixth (6th) year of  
15 regular service.

16  
17 Two (2) days per month beginning with the eleventh (11th) year of regular  
18 service.

19  
20 Eligible Unit Members hired by the District on or after July 1, 1988, shall be  
21 entitled to the following earned vacation benefits based on consecutive years of  
22 service:

23  
24 One (1) day per month from employment through the fourth (4th) year of  
25 regular service.

26  
27 One and one-quarter (1.25) days per month beginning the fifth (5th) year of  
28 regular service.

29  
30 One and one-half (1.5) days per month beginning the ninth (9th) year of  
31 regular service.

32  
33 One and three-quarters (1.75) days per month beginning the thirteenth (13th)  
34 year of service.

35  
36 Two (2) days per month beginning the seventeenth (17th) year of service.

- 37  
38 3. Increments

39  
40 Vacation can be taken in units of one-quarter (.25) hour increments. If a Unit  
41 Member's vacation falls during a period when he/she is on leave due to illness  
42 or injury, that Unit Member may request that the vacation date be changed and  
43

1 **ARTICLE 14 - Work Year (Continued)**

2  
3 the District shall grant such request in accordance with vacation dates available.

- 4
- 5 4. The rate at which vacation is paid shall be the Unit Member's current rate. A  
6 Unit Member whose vacation is earned and begun under a given status shall  
7 suffer no loss of earned vacation salary by reason of subsequent changes in  
8 conditions of employment.
- 9
- 10 5. Upon separation from service, a Unit Member shall be paid for his/her  
11 accumulated vacation credit at the rate of pay applicable to his/her last regular  
12 assignment.
- 13
- 14 6. When a Unit Member has accumulated the maximum allowable vacation and  
15 when critical emergency prevents his/her being off duty, the nature and duration  
16 of the emergency shall be reported to the Governing Board. The Governing  
17 Board may authorize payment in lieu of vacation earned above the maximum or  
18 may permit the accumulation of excess vacation credit for the duration of the  
19 emergency.
- 20
- 21 7. Vacation credit may be accumulated to a total not exceeding that which the Unit  
22 Member could earn in twenty-four (24) months.
- 23
- 24 8. Vacation shall not be taken during the first six (6) months of employment.  
25 Exceptions to this will be considered by the Director of Personnel upon written  
26 request.
- 27
- 28 9. Mandatory Vacation—Twelve-Month Unit Members only

29  
30 The intent of mandatory vacation is to "shut down" the affected sites during the  
31 winter break.

32  
33 a) Mandatory vacation shall be used as follows:

34  
35 All District-wide twelve (12) month Unit Members (except Maintenance &  
36 Operations, Custodians, and Payroll) shall use mandatory vacation on all non-  
37 holiday days in the first week of winter break and during which Christmas Day  
38 actually occurs. Any exception to this provision shall be mutually agreed upon  
39 by the employee and his/her immediate supervisor.

40  
41 Unit Members who do not have sufficient vacation to cover these days shall be  
42 in a non-work, non-paid status for those days. Actual dates are subject to  
43

1 **ARTICLE 14 - Work Year (Continued)**

2  
3 change in successive years depending upon the dates upon which holidays and  
4 winter break fall.

5  
6 **K. Extreme Weather Days**

7  
8 Except as noted below, in the event of school closures due to snow or other  
9 extreme weather conditions, the following Unit Members shall not report to work:  
10 Food Service Workers, Campus Assistants, and any instruction-related Unit  
11 Members.

12  
13 All other Unit Members shall have the choice, at their sole discretion, to report to  
14 and/or stay at work on a declared snow or other extreme weather condition day, if,  
15 in the Unit Member’s opinion, such snow or other extreme weather conditions do  
16 not present hazardous or otherwise dangerous conditions for the Unit Member to  
17 drive to or from work.

18  
19 In the event of an extreme weather condition on a non-school day, if, in the Unit  
20 Member’s opinion, such snow or other extreme weather conditions do present  
21 hazardous or otherwise dangerous conditions, those Unit Members may use other  
22 leaves to which they are entitled, as specified in Article 15. Prior approval is not  
23 required in these circumstances, but the Unit Member shall notify his/her  
24 immediate supervisor as soon as the determination to use the leave is made.

25  
26 Except in declared emergencies pursuant to Article 2 of this Agreement (District  
27 Rights) management/supervisors shall not require, expect, or persuade Unit  
28 Members to work against their will on declared snow or other extreme weather  
29 days. The only exception shall be Maintenance and Operations Unit Members  
30 who may be required by management to report to work for snow removal and/or  
31 to prepare schools to reopen.

32  
33 Unit Members who voluntarily report to work shall be provided the choice of  
34 either returning home or remaining at work. A Unit Member who chooses to go  
35 home shall receive his/her regular rate of pay and shall not be penalized nor have  
36 his/her leave bank reduced. Unit Members who are required to work shall receive  
37 their regular rate of pay plus hour-for-hour compensatory time off, which must be  
38 used within one year from the date it was earned on a day mutually agreed to  
39 between the Unit Member and his/her supervisor. Specific conditions that would  
40 apply regarding salary and workday are:

1 **ARTICLE 14 - Work Year (Continued)**  
2

- 3 1. If schools are closed, Unit Members shall be paid for the day if the State  
4 approves a request to waive the requirement to hold school on that day.  
5  
6 2. Affected Unit Members who do not come to work because of the extreme  
7 weather conditions shall receive their regular pay with no charges to any of their  
8 leaves, unless they had already scheduled vacation, personal necessity, or used  
9 sick leave or any other leave provisions for that day.  
10  
11 3. In the event that a requested waiver is denied, all Unit Members shall be paid  
12 their regular amount during the pay period of the school closure. Unit Members  
13 shall not receive additional pay for the make-up day when that time comes.  
14  
15 4. Unit Members who are unable to work on the "make-up" date may use accrued  
16 vacation, personal necessity, or sick leave.  
17

18 **L. Other Emergency Conditions**  
19

20 In the event a non-weather related declared emergency condition occurs, including,  
21 but not limited to: fire, earthquakes, public service disruptions, pandemic, etc., the  
22 District may invoke Article 2 (District Rights) of this Agreement and may, on an  
23 emergency basis, require specific designated job classes or individuals to report to  
24 work for the protection of students and/or District personnel/property, unless the  
25 Unit Member or his/her immediate family or property is imminently threatened by  
26 such emergency condition and the Unit Member determines that his/her personal  
27 family responsibilities and safety take precedence over his/her job responsibilities.  
28

29 This paragraph may be modified as required by the District in the event Government  
30 Code Section 3100 et. seq. is invoked requiring Unit Members to perform legally  
31 mandated responsibilities as authorized Disaster Service Workers. Government  
32 Code Section 3100 et. seq. may require Unit Members to report to work or remain  
33 at work until the declared disaster is lifted.  
34  
35

1 **ARTICLE 15 – Leaves (BP 4261)**  
2

3 A. For the purposes of this Article, an immediate family member shall be limited to  
4 spouse, registered domestic partner, parent, child, grandparent, grandparent of  
5 spouse, grandchild, step-grandchild, sibling, son- or daughter-in-law, mother- or  
6 father-in-law, brother- or sister-in-law, step parent or step child of the Unit Member.  
7 The definition of “immediate family member” shall also apply to any relative living  
8 in the household of the Unit Member.  
9

10 B. The parties agree to establish a catastrophic leave program to permit Unit Members  
11 to donate eligible leave credits to other Unit Members within the classified  
12 bargaining unit when that Unit Member or a member of his/her immediate family  
13 suffers from a catastrophic illness or injury. The parties also agree to allow Unit  
14 Members to utilize their own leave (in excess of the six (6) days allocated for family  
15 illness under Labor Code 233(a)) to care for a member of their immediate family  
16 suffering from a catastrophic illness or injury prior to requesting donations of leave  
17 credits.  
18

19 “Catastrophic illness” or “injury” means an illness or injury that is expected to  
20 incapacitate the Unit Member for an extended period of time, or that incapacitates  
21 a member of the Unit Member’s immediate family which requires that Unit Member  
22 to take time off work for an extended period of time to care for that family member,  
23 and taking extended time off work creates a financial hardship for that Unit Member  
24 because he/she has exhausted all of his/her available paid leaves. (EC §44043.5)  
25

26 For purposes of this provision, “immediate family” shall be defined in accordance  
27 with Section A above. In addition, the following provisions shall apply:  
28

- 29 1. Upon determining that a Unit Member is eligible to receive donated leave  
30 benefits, the District shall make available the “Voluntary Catastrophic Sick  
31 Leave Donation Form” to all Unit Members. This form is included in Appendix  
32 A for reference.  
33
- 34 2. Individual Unit Members may elect to donate up to five (5) days per incident  
35 earned sick leave and/or vacation that are available as of the previous June 30<sup>th</sup>.  
36 Sick leave donations, however, shall not be permitted from Unit Members who  
37 have less than ten (10) sick days on the books.  
38
- 39 3. All hours donated by permanent Unit Members shall be irrevocable, however, if  
40 the recipient Unit Member does not utilize all time donated, all unused donations  
41 shall be credited back to the donor(s) on a pro-rated basis.  
42  
43

1 **ARTICLE 15 – Leaves (Continued)**

- 2
- 3 4. The maximum donation(s) an employee may receive shall not exceed fifty (50)
- 4 days per catastrophic illness or injury. The District shall not accept further
- 5 donations once an eligible Unit Member receives the maximum donation of fifty
- 6 (50) days.
- 7
- 8 5. There shall be no requirement that eligible Unit Member(s) repay any donated
- 9 paid leave received under this program.
- 10
- 11 6. This program shall not be subject to the sick leave and personal necessity leave
- 12 provisions established in C and G and is not subject to the Grievance Article set
- 13 forth in this contract.
- 14

15 **C. Sick Leave (EC §45191)**

- 16
- 17 1. Full-time Unit Members shall be entitled to one (1) day leave with full pay for
- 18 each month of service during the year for purposes of personal illness, injury,
- 19 and medical appointments. Unit Members who work less than full-time shall be
- 20 entitled to that portion of leave as the number of hours per week of scheduled
- 21 duty relates to the number of hours of a full-time Unit Member in a comparable
- 22 position.
- 23
- 24 2. Pursuant to Education Code Section 45196, each school year, each Unit Member
- 25 shall be credited with one-hundred (100) working days of leave for illness or
- 26 injury, which shall be paid at fifty percent (50%) of the Unit Member’s salary.
- 27 Such additional leave shall be used after entitlement to full-paid sick leave has
- 28 been exhausted, and shall run concurrently with full paid sick leave from the
- 29 first day of absence for illness or injury, but shall be exclusive of any other paid
- 30 leave, holidays, vacation or compensatory time to which the Unit Member may
- 31 be entitled.
- 32

33 **Example 1 (12-month Unit Members):**

<i>Accrued Sick Leave (full pay)</i>	<i>Vacation (full pay)</i>	<i>50% Pay Sick Leave</i>
Jane Doe: 20 days	20 days	80 days
John Smith: 10 days	No vacation used	90 days
Sally Ford: 40 days	15 days	60 days

34

35 **Example 2 (Less than 12-month Unit Members):**

<i>Accrued Sick Leave (full pay)</i>	<i>50% Pay Sick Leave</i>
Jane Doe: 20 days	80 days
John Smith: 10 days	90 days
Sally Ford: 40 days	60 days

1 **ARTICLE 15 – Leaves (Continued)**

2  
3 3. If a Unit Member does not utilize the full amount of leave as authorized in sub-  
4 paragraph (1) above in any school year, the amount not utilized shall be  
5 accumulated from year to year (EC §45191).  
6

7 4. A Unit Member may be required to present a medical doctor's affidavit verifying  
8 the personal illness or injury and/or a medical authorization to return to work  
9 where the absence is more than three (3) days. Verification may also be required  
10 by the District in cases of absence of three (3) days or less where the District is  
11 attempting to determine whether or not an abuse of such leave has occurred.  
12 Where an abuse of such leave is determined to exist by the District, the District  
13 shall notify the Unit Member in writing of required verification for future  
14 absences.  
15

16 In case of illness or injury, the District, at its expense, may require a Unit  
17 Member to visit a certified medical specialist selected by the District for the  
18 purpose of obtaining a report on said Unit Member's physical condition in order  
19 to be fully informed as to the nature and severity of the illness or injury. If the  
20 report concludes that the absence is not due to personal illness or injury, or that  
21 the illness is not sufficiently severe to warrant continued absence, then the  
22 Superintendent or designee, after notice to Unit Member, may refuse to grant  
23 such leave.  
24

25 5. Unit Members must contact their immediate supervisor as soon as the need to be  
26 absent is known, but whenever possible, at least two (2) hours prior to the start  
27 of the workday to permit the District time to secure substitute service.  
28

29 6. When a Unit Member returns to work after being under a doctor's care, and the  
30 doctor indicates in writing that the only way the Unit Member may return to  
31 work is with certain restrictions, the Unit Member must be able to perform the  
32 essential functions of the Unit Member's position, and the restrictions cannot  
33 require the elimination or transfer of any essential function of the Unit Member's  
34 position. If, after reasonably accommodating the Unit Member's restrictions,  
35 the immediate supervisor or designee determines that the Unit Member is not  
36 satisfactorily performing the Unit Member's assigned duties even with  
37 reasonable accommodation, the District shall meet with the Unit Member to  
38 determine whether the unsatisfactory performance is a result of the Unit  
39 Member's medical condition and/or reasonable accommodation, and may  
40 require a doctor's examination and modification of restrictions or clearance if it  
41 is the result of the Unit Member's medical condition and/or reasonable  
42 accommodation.  
43



1 **ARTICLE 15 – Leaves (Continued)**  
2

- 3 7. Unit Members may use up to six (6) of their accrued sick leave days to attend to  
4 the illness of an immediate family member or other “designated person”. Unit  
5 Members are limited to one (1) “designated person” during a 12-month “rolling”  
6 period (12 months from the time the person is so designated). (LC 233(a)).  
7

8 **D. Bereavement Leave**  
9

- 10 1. A Unit Member shall be entitled to a maximum of five (5) days leave of absence,  
11 without loss of salary due to the death of any member of his/her immediate  
12 family.  
13  
14 2. Bereavement leave shall be used within six (6) months of the death of an  
15 immediate family member. This timeline may be extended due to unforeseen  
16 circumstances. If the request is denied, the Unit Member may appeal to the  
17 Superintendent or designee within ten (10) days.  
18  
19 3. If possible, a request for bereavement leave shall be submitted to the  
20 Superintendent or designee at least one (1) day prior to the requested leave.  
21

22 **E. Industrial Accident Leave (Ed Code 45192)**  
23

- 24 1. Industrial accidents herein shall be defined as an accident or illness arising  
25 directly out of, or in the course of, the employment of the Unit Member which  
26 forces an absence from work. A Unit Member shall be entitled to industrial  
27 accident leave for personal injury, which has qualified for worker's  
28 compensation under the provisions of the District's compensation insurance  
29 carrier.  
30  
31 2. Industrial accident leave with full pay shall be allowed for up to sixty (60) days  
32 for any given industrial accident. The sixty (60) days start on the first day of  
33 loss, a day for a day, whether it is a partial or full day. When such a leave  
34 overlaps into the next fiscal year, the Unit Member shall be entitled to only the  
35 balance of such unused leave due him/her for the same industrial accident.  
36  
37 3. The District, at District expense, has the right to have the Unit Member  
38 examined by a physician designated by the District to assist in determining the  
39 length of time during which the Unit Member shall be temporarily unable to  
40 perform assigned duties and the degree to which a disability is attributable to the  
41 injury involved.  
42  
43

1 **ARTICLE 15 – Leaves (Continued)**

- 2
- 3 4. For any days of absence from duty as a result of the same industrial accident,
- 4 the Unit Member shall endorse for the District any wage loss benefit check from
- 5 the District's compensation insurance carrier which would make the total
- 6 compensation from both sources exceed one hundred percent (100%) of the
- 7 amount the Unit Member would have received as salary had there been no
- 8 industrial accident or illness.
- 9
- 10 5. If the Unit Member fails to endorse to the District any wage loss disability
- 11 indemnity check received on account of the industrial accident or illness
- 12 provided above, the District shall deduct from the Unit Member's salary warrant
- 13 the amount of such disability indemnity actually paid to and retained by the Unit
- 14 Member.
- 15
- 16 6. Unit Members receiving industrial accident benefits shall not leave the State
- 17 without permission from the Director of Risk Management.
- 18
- 19 7. A Unit Member must report all accidents to the Unit Member's immediate
- 20 supervisor within twenty-four (24) hours.
- 21

22 **F. Judicial Leave (EC §44037)**

- 23
- 24 1. A Unit Member must inform his/her supervisor immediately upon notice that
- 25 he/she shall be required to report for jury duty. A Unit Member is required to
- 26 submit to the District proof of selection and time served as a juror, either the
- 27 summons card or slip signed by the county clerk. The Unit Member shall
- 28 receive full pay during this leave period and shall be required to return the jury
- 29 fee to the District Payroll Department.
- 30
- 31 2. Any Unit Member who is summoned to jury duty on a regularly scheduled day
- 32 off shall be allowed to substitute the day of jury service for a regularly scheduled
- 33 work day within their current assigned work week. The choice of day shall be
- 34 agreed upon between the Unit Member and supervisor.
- 35

36 **G. Personal Necessity Leave (EC §45207)**

- 37
- 38 1. A request for any personal necessity leave must be approved by the
- 39 site/department supervisor or personnel administrator and, if granted, the
- 40 absence shall be charged to the Unit Member's accumulated personal illness
- 41 and injury leave. A maximum of eight (8) days in any school year may be used
- 42 as Personal Necessity Leave (PNL) days. Two (2) of the eight (8) PNL days
- 43 may be used as “No Questions Asked” (NQA) days without reason or approval.

1 **ARTICLE 15 – Leaves (Continued)**  
2

- 3 a) The absence shall be charged to the Unit Member’s accumulated sick leave.  
4 b) The Unit Member shall give as much notice as possible prior to using NQA  
5 day(s).  
6

7 2. For purposes of this Article, personal necessity leave shall be limited to:  
8

- 9 a) Death, or illness of a member of the Unit Member’s immediate family which  
10 is serious in nature, which, under the circumstances the Unit member could  
11 not reasonably be expected to disregard, and which requires the attention of  
12 the Unit Member during his/her assigned hours of service;  
13  
14 b) An accident which is unforeseen involving the Unit Member's person or  
15 property, or the person or property of a Unit Member's immediate family;  
16  
17 c) Appearance in court for the Unit Member as a subpoenaed witness or litigant;  
18  
19 d) Necessary business that cannot reasonably be conducted at any other time;  
20  
21 e) Weddings (one day if the event is on a weekday, one additional day if travel  
22 of 250 miles or more is required), maximum of two (2) days total for the  
23 event and travel;  
24  
25 f) Presenter at an educational conference (maximum of two (2) days per  
26 conference), PN will not be necessary when presenting at a conference as  
27 “school business” or “district business”;  
28  
29 g) Attendance at an educational conference (maximum of two (2) days), PN  
30 will not be necessary when attending a conference as “school business” or  
31 “district business”;  
32  
33 h) Religious holidays;  
34  
35 i) Child’s graduation, orientation, or moving (one day if the event is on a  
36 weekday, one additional day if travel of 250 miles or more is required),  
37 maximum of two (2) days total for the event and travel;  
38  
39 j) Child’s military graduation or deployment (one day if the event is on a  
40 weekday, one additional day if travel of 250 miles or more is required),  
41 maximum of two (2) days total for the event and travel;

1 **ARTICLE 15 – Leaves (Continued)**

- 2
- 3 k) Funerals (one day if the event is on a weekday, one additional day if travel
- 4 of 250 miles or more is required), maximum of two (2) days total for the
- 5 event and travel, may be used for leave that does not qualify as bereavement;
- 6
- 7 l) Birth of a grandchild (one day if the event is on a weekday, one additional
- 8 day if travel of 250 miles or more is required), maximum of two (2) days
- 9 total for the event and travel;
- 10
- 11 m) Two (2) NQA days (excluding site and District in-service days).

- 12
- 13 3. Before the utilization of personal necessity leave, Unit Members must obtain prior
- 14 written approval from the appropriate management person, except in cases of (a),
- 15 (b), or (m). Should the circumstances outlined in (a), (b), or (m) arise, Unit Members
- 16 shall verify in writing on the verification of absence form, immediately upon return
- 17 to duty, that the personal necessity leave was used for the purposes set forth herein.

18

19 **H. Leave for Pregnancy Disability (EC §45193; BP 4621.8)**

20

- 21 1. Unit Members are entitled to use sick leave as set forth in paragraph C (Sick
- 22 Leave) above for disability caused or contributed to by pregnancy, miscarriage,
- 23 childbirth or recovery on the same terms and conditions governing leaves of
- 24 absence from other illness of medical disability. Such leave should not be used
- 25 for childcare, childrearing, or preparation for childbearing, but shall be limited
- 26 to those disabilities as set forth above. The length of such disability leave,
- 27 including the date on which the leave shall commence and the date on which the
- 28 duties are to be resumed shall be determined by the Unit Member and the Unit
- 29 Member's physician; however, the District may require a verification of the
- 30 extent of disability from the Unit Member's physician and/or through a physical
- 31 examination of the Unit Member by a physician appointed by the District.
- 32
- 33 2. The Unit Member on leave for pregnancy disability, when administratively
- 34 practicable, shall be entitled to return to the same position in the District held at
- 35 the time the leave commenced.
- 36

1 **ARTICLE 15 – Leaves (Continued)**  
2

3 I. Parental Leave/Child Bonding Leave (FMLA/CFRA)  
4

- 5 1. Parental leave/child bonding leave shall be granted in accordance with all  
6 applicable laws and the District’s Administrative Regulation 4261.2.  
7

8 J. Other Leaves Without Pay  
9

- 10 1. Upon recommendation of the Superintendent or designee, and approval of the  
11 Governing Board, leave without compensation, increment, seniority or tenure  
12 credit may be granted for a period of up to one (1) school year for purposes of  
13 care for a member of the immediate family who is ill, long-term illness of the  
14 Unit Member, or other reasons authorized and approved by the Superintendent  
15 or his/her designee.  
16  
17 2. The application for and granting of such leaves of absence shall be in writing.  
18 In addition, a Unit Member on such leave shall notify the District Personnel  
19 Office by March 1 of the school year as to the Unit Member’s intent to return to  
20 employment in the District. Failure to so notify may be considered an  
21 abandonment of position.  
22

23 K. Military Leave (EC §44800)  
24

- 25 1. Military service leave shall be granted in accordance with State law. If a Unit  
26 Member enters the military service of the United States, he/she shall be given  
27 an indefinite leave of absence and shall retain all rights granted under these rules  
28 and regulations.  
29  
30 2. Unit Members called into the military service shall, upon completion of this  
31 service, be reinstated in their former position, provided application for  
32 reinstatement is made within six (6) months of separation from service and the  
33 Unit Member is physically and mentally able to perform the duties required of  
34 him/her by the position or office.  
35  
36  
37  
38  
39  
40  
41  
42  
43

1 **ARTICLE 16 – Grievance Procedure**

2  
3 A. Objective

4  
5 The objective of this Article is to provide a fair and just means to resolve differences  
6 of opinion in the interpretation and application of this Agreement. This Article shall  
7 be used to reduce the pressures and anxieties, which at times may exist within the  
8 employee/employer relationship; it shall also be used as a means of communication  
9 to promote understanding of this Agreement by the Association and the District.

10  
11 B. Definitions

12 The following definitions shall apply to this Article:

- 13 1. **Grievance:** A "Grievance" is a formal written allegation by the Association or  
14 the affected grievant that a violation or misinterpretation of this Agreement has  
15 occurred.
- 16 2. **Grievant:** A "Grievant" may be the Association or any affected Unit Member  
17 who alleges a violation of this Agreement.
- 18 3. **Immediate Supervisor:** The "immediate supervisor" is the lowest level "Site  
19 Administrator" having immediate jurisdiction over the grievant, or, in the case  
20 of the Association being the grievant, the lowest level administrator having  
21 authority to adjust the grievance.
- 22 4. **Association Representative:** The "Association Representative" may be any  
23 member of the Association or the Association Field Staff Personnel, so  
24 designated by the Association to process grievances.
- 25 5. **Time Frames:** The time frames herein enumerated may be extended by mutual  
26 consent of the parties.

27  
28 C. Informal Level

29  
30 Any time that an action or omission occurs which might be construed as a  
31 "grievance" under this Agreement, the grievant shall discuss the situation with the  
32 immediate supervisor, with the objective of resolving the matter informally. This  
33 meeting must take place within twenty (20) days after the act, event, or omission,  
34 or within twenty (20) days after the grievant knew or reasonably should have  
35 known of such act, event, or omission giving rise to the grievance.  
36  
37  
38  
39  
40  
41  
42  
43

1 **ARTICLE 16 – Grievance Procedure (Continued)**  
2

3 **D. Formal Level**  
4

5 **1. Level One**  
6

7 If the grievant is not satisfied with the disposition of the grievance at the  
8 informal level, the grievant must, after discussion with the appropriate CSEA  
9 representative, within twenty (20) days after the occurrence of the act or  
10 omission giving rise to the grievance, present the grievance in writing on the  
11 appropriate form to the immediate supervisor. This statement shall be a clear,  
12 concise statement of the grievance, the circumstances involved, decision  
13 rendered at the informal conference, and the specific remedy sought.  
14

15 The immediate supervisor shall communicate his/her decision to the Unit  
16 Member in writing within ten (10) days after receiving the grievance. If the  
17 immediate supervisor does not respond within the time limits, the grievant may  
18 proceed to Level Two.  
19

20 **2. Level Two**  
21

22 If the grievant is not satisfied with the written decision at Level One, the  
23 grievant may, after discussion with the appropriate CSEA representative,  
24 within ten (10) days of the receipt of the decision, appeal the decision on the  
25 appropriate form and send it to the Superintendent or designee.  
26

27 This statement shall include a copy of the original grievance and appeal, the  
28 decisions rendered, and a clear, concise statement of the reasons for the appeal.  
29 The Superintendent or designee shall communicate his/her decision to the  
30 grievant within ten (10) days. If the Superintendent or designee does not  
31 respond within the time limits, the grievant may proceed to Level Three.  
32

33 **3. Level Three**  
34

35 **Determination to Proceed:** The Association retains the right to determine if a  
36 grievance filed under this Agreement shall proceed to Level Three of the  
37 grievance procedure.  
38

39 If the grievant is not satisfied with the decision or lack thereof at Level Two,  
40 the grievant, within ten (10) days, must request that the Association proceed to  
41 advisory arbitration with the grievance. The Association, by written notice to  
42 the Superintendent, within thirty (30) days after receipt of the request from the  
43 aggrieved person, may submit the grievance to advisory arbitration.

1 **ARTICLE 16 – Grievance Procedure (Continued)**

2  
3 If any question arises as to the arbitrability of the grievance, such question will  
4 be ruled upon by the arbitrator only after he/she has had an opportunity to hear  
5 the merits of the grievance.

6  
7 The parties shall make a joint request for an arbitrator to the California  
8 Mediation and Conciliation Service. After receipt of the list, the parties shall  
9 meet and select an arbitrator through the "Strike-off" process.

10  
11 The arbitrator's decision shall be in writing and will set forth his/her findings  
12 of fact, reasoning and conclusions on the issues submitted. The arbitrator shall  
13 be without power or authority to make any decision, which requires the  
14 commission of an act prohibited by law or which is violative of the terms of  
15 this Agreement. However, it is agreed that the arbitrator is empowered to  
16 include in any award such financial reimbursement or other remedies as he/her  
17 judges proper. The decision of the arbitrator submitted to the Governing  
18 Board, Superintendent, and the Association will be advisory to the parties of  
19 this Agreement.

20  
21 All costs for the services of the arbitrator, including, but not limited to, per  
22 diem expenses, his/her travel and subsistence expenses and the cost of any  
23 hearing room shall be borne equally by the District and the Association if the  
24 arbitrator's advice is followed by both parties. In the event the Governing  
25 Board does not implement the arbitrator's proposed award, the District shall  
26 bear the full cost of the above arbitrator's services.

27  
28 **E. Filing Grievances**

29  
30 Only those designated as "Association Representative(s)" may file a grievance on  
31 behalf of the Association.

32  
33 **F. Documents**

34  
35 If the Association is not a party in a grievance proceeding, the District shall provide  
36 a copy of all grievances submitted and responses thereto, and shall further provide  
37 a statement of settlement reached, if any, between the District and grievant.  
38  
39  
40  
41  
42



1 **ARTICLE 17 - Disciplinary Procedures (EC §45113)**  
2

3 A. Permanent Unit Members shall be subject to disciplinary action (i.e., suspension,  
4 demotion, or dismissal) only for causes as described within this Article, and not for  
5 any cause that arose before the Unit Member’s becoming permanent, nor for any  
6 cause that arose more than two (2) years preceding the date of the filing of the notice  
7 of cause unless the cause was concealed or not disclosed by the Unit Member when  
8 it could be reasonably assumed that the Unit Member should have disclosed the  
9 facts to the employing school district. The Governing Board's determination of the  
10 sufficiency of such causes for disciplinary action and the degree of discipline, if  
11 any, to be applied shall be conclusive and shall not be subject to the grievance  
12 procedure contained in Article 16 (Grievance Procedure) of this Agreement.  
13 Disciplinary action as applied herein shall be limited to dismissal, suspension  
14 without pay and demotion (involuntary placement in a lower classification or a  
15 reduction in hours).  
16

17 **B. Progressive Discipline**  
18

19 Prior to imposing formal disciplinary action against a Unit Member, the District  
20 shall follow the principles of progressive discipline, except in cases where the safety  
21 of District employees, students or the public might be in question, or in cases of  
22 theft or intentional damage to District property or willful violations of the law.  
23

24 **1. Causes Requiring the Use of Progressive Discipline**  
25

- 26 a) Incompetency, inefficiency, or unacceptable or deficient performance of  
27 assigned duties.
- 28
- 29 b) Carelessness or negligence in the performance of duty or in the care and  
30 use of District property.
- 31
- 32 c) Discourteous or offensive conduct or language.
- 33
- 34 d) Any conduct or attitude that tends to injure the image or purpose of the  
35 Hesperia Unified School District.
- 36
- 37 e) Repeated instances of absences for reasons ordinarily excused or authorized  
38 after sick leave benefits have been exhausted.
- 39
- 40 f) Unauthorized absence or repeated tardiness.
- 41
- 42 g) Abuse of leave privileges. (Abuse is defined as departure from legal or  
43 reasonable use.)

1 **ARTICLE 17 – Disciplinary Procedures (Continued)**

2  
3 2. Steps of Progressive Discipline

4  
5 a) Step One - Verbal Warning

6  
7 Prior to any formal disciplinary action, Unit Members shall be verbally  
8 notified by their immediate supervisor that a deficiency in their job  
9 performance and/or conduct has been observed. The supervisor shall discuss  
10 the deficiency with the affected Unit Member at an informal meeting,  
11 suggest improvements in the Unit Member’s job performance and/or conduct  
12 and issue a written conference summary. The conference summary shall be  
13 completed and discussed with the Unit Member within fifteen (15) working  
14 days from the conclusion of the investigation.

15  
16 b) Step Two - Written Warning

17  
18 If it is noted after Step One above has been applied, that the Unit Member’s  
19 job performance and/or conduct have not improved, the Unit Member’s  
20 immediate supervisor or designee shall give the Unit Member a written  
21 warning. The warning letter shall outline those specific areas of the Unit  
22 Member’s deficient performance and/or conduct and suggestions and  
23 direction for improvement. The warning letter shall not include any areas of  
24 deficiencies which were not discussed at the Step One level above. The  
25 warning letter shall be placed in the Unit Member’s personnel file after ten  
26 (10) days, along with the document from Step One above. The Unit Member  
27 may prepare a response and have that response attached to those documents.

28  
29 c) Step Three - Letter of Reprimand

30  
31 If it is noted, after Step Two above has been applied, that the Unit Member’s  
32 job performance and/or conduct have not improved, the Unit Member’s  
33 immediate supervisor or designee shall give the Unit Member a letter of  
34 reprimand. The letter of reprimand shall outline those specific areas of the  
35 Unit Member’s deficient performance and/or conduct and suggestions and  
36 direction for improvement. The letter of reprimand shall not include any  
37 areas or deficiencies which were not discussed at the Step One level above.  
38 The letter of reprimand shall be placed in the Unit Member’s personnel file  
39 after ten (10) days, along with the documents from Steps One and Two  
40 above. The Unit Member may prepare a response and have that response  
41 attached to those documents.  
42

1 **ARTICLE 17 – Disciplinary Procedures (Continued)**  
2

3 d) Should the Unit Member's performance and/or conduct not improve, the Unit  
4 Member may be subject to disciplinary action as outlined later in this Article.  
5

6 **C. Causes Requiring Disciplinary Action**  
7

8 Violation of the causes listed below does not require the use of progressive  
9 discipline in Section B above; however, the District reserves the right in its sole  
10 discretion to use any step of the progressive discipline process for the causes listed  
11 herein.  
12

- 13 1. Flagrant conduct or attitude that injures the image or purpose of Hesperia  
14 Unified School District.  
15
- 16 2. Abusive conduct, or threatening or causing threats to be made, either directly or  
17 indirectly, to any employee or member of the educational community, including  
18 but not limited to: students, elected officials, parents, guardians or family  
19 members of employees, and/or others involved in District or student business,  
20 while in the course and scope of employment, or while engaged in school or  
21 District business, or as a direct result of the Unit Member's District employment.  
22
- 23 3. Gross negligence in the performance of duty or in the care and use of District  
24 property.  
25
- 26 4. Flagrant abuse of leave privileges.  
27
- 28 5. Grossly discourteous or offensive conduct or language.  
29
- 30 6. Fighting, except in self-defense, and then only to the extent reasonably necessary  
31 to avoid actual danger of bodily harm or to repel an imminent attack.  
32
- 33 7. Fraud, including, but not limited to, the falsification of any information on  
34 employment applications, employment records, time sheets, or other documents  
35 required by the District.  
36
- 37 8. Willful dishonesty, including, but not limited to, theft, embezzlement, larceny  
38 (the taking of someone else's personal property with the intent to deprive the  
39 possessor of it permanently,) or attempted larceny, theft or embezzlement;  
40 misappropriation of money or other items of value belonging to the District or  
41 others.  
42

1 **ARTICLE 17 - Disciplinary Procedures (Continued)**

- 2
- 3 9. Possession of alcoholic beverages or consumption of or being under the  
4 influence of any alcoholic beverage in any measurable or observable degree  
5 while in the course and scope of employment. (BP 4020(a))  
6
- 7 10. Possession of a controlled substance or consumption of or being under the  
8 influence, in any degree or quantity, of any controlled substance not then legally  
9 and currently prescribed to the Unit Member, or intentional abuse of a  
10 controlled substance even if legally prescribed to the Unit Member while in or  
11 on District property or while on District business. (BP 4020(a))  
12
- 13 11. Engaging in any political activity while on duty.  
14
- 15 12. Conviction of any crime committed within the course and scope of  
16 employment, or conviction of any crime involving moral turpitude.  
17
- 18 13. Conviction of a narcotics offense. (EC §44011)  
19
- 20 14. Arrest for a sex offense. (EC §44010)  
21
- 22 15. Willful violation of or refusal to obey laws, rules, regulations, or written  
23 policies of this District or laws, rules, regulations or written policies which are  
24 made applicable to public schools by the Governing Board or by an appropriate  
25 federal, state, or local legislative or governmental agency.  
26
- 27 16. Offering anything of service or value in exchange for special treatment in  
28 connection with the Unit Member's job or employment, or accepting anything  
29 of value or any service in exchange for granting any special treatment to another  
30 Unit Member or to any member of the public.  
31
- 32 17. Willful insubordination including, but not limited to, refusal to do assigned  
33 work.  
34
- 35 18. Abandonment of position. (Not reporting for duty for three (3) or more  
36 consecutive days without following established procedures for calling off  
37 work.)  
38
- 39 19. Advocating the overthrow of federal, state, or local government by force,  
40 violence or other unlawful means.  
41
- 42 20. Membership in the Communist Party. (EC §45303)  
43

1 **ARTICLE 17 - Disciplinary Procedures (Continued)**  
2

3 21. Physical or mental incapacity.  
4

5 22. Inability to perform assigned duties due to failure to meet job qualifications  
6 including, but not limited to, failure to possess required licenses or certificates  
7 or the failure to pass required tests.  
8

9 **D. Administrative Suspension**  
10

11 1. In an effort to remediate misconduct the Parties agree that an intermediate level  
12 of suspension without pay will serve to protect the interests of Unit Members,  
13 the Association and the District without resort to long term suspensions and/or  
14 dismissal.  
15

16 2. Misconduct which occurs after the conclusion of the “Progressive Discipline”  
17 process outlined above or when misconduct subjects a Unit Member to the  
18 “Causes Requiring Disciplinary Action” section also outlined above, the District  
19 administration may, but is not required to, at its sole discretion, administratively  
20 suspend a Unit Member without pay for up to five (5) work days per school year.  
21 A school year is defined as July 1 through June 30. Suspensions without pay  
22 under this section shall not result in any negative impact on the Unit Member’s  
23 health and welfare benefits, however as required by law, such time served on  
24 suspension without pay may result in a pro-rated year of service credit for  
25 applicable State retirement credit.  
26

27 Suspensions without pay shall be subject to the following conditions:  
28

29 a) Written charges and a “Notice of Intent to Administratively Suspend Without  
30 Pay” and all documentary evidence upon which the charges are based, shall  
31 be provided to the Unit Member and the Association at least five (5) days  
32 prior to the hearing discussed below.  
33

34 b) The Unit Member shall be given an opportunity to participate in and offer a  
35 defense in a due process “*Skelly* meeting” prior to the District’s final decision  
36 of whether or not to proceed with an Administrative Suspension. The *Skelly*  
37 meeting shall be conducted by a neutral administrator/director (i.e., one who  
38 is neither involved in the investigation process nor the administrator signing  
39 the charges). At the conclusion of the *Skelly* meeting, the neutral  
40 administrator/director shall submit conclusions in writing, with a copy to the  
41 Unit Member, within five (5) business days. However, if the Unit Member  
42 disagrees with the decision, the Unit Member may, within ten (10) days of  
43 receiving the Personnel Division decision to suspend, prepare a written  
44

1           **ARTICLE 17 - Disciplinary Procedures (Continued)**  
2

3           response to the decision which, in addition to all District documents, shall  
4           be provided to the Governing Board for consideration. Acknowledging that  
5           this process is an intermediate corrective action procedure, there shall be no  
6           right to a hearing or appearance by the Unit Member or the Association  
7           before the Governing Board in this process.  
8

- 9           c) The District retains the sole right to not pursue “Administrative Suspension”  
10          under this section and may, at its sole discretion, proceed with disciplinary  
11          action in any other manner as contained elsewhere in this Article or as  
12          provided by law.  
13

14          E. Suspension and/or Dismissal  
15

- 16          1. Should it become necessary for the District to take disciplinary action against  
17          any Unit Member, no such action shall be taken until written charges are filed  
18          and the Governing Board has taken action as provided herein except when the  
19          Superintendent or designee determines that immediate suspension without pay  
20          is appropriate because of the seriousness of the charges or potential harm to the  
21          health, welfare, or safety to persons or property. A copy of the notice shall be  
22          sent to the Association.  
23
- 24          2. The notice of disciplinary action shall contain a statement, in ordinary and  
25          concise language, of the specific charges against the Unit Member, a statement  
26          of the cause of the action taken and the penalty proposed, a copy of all  
27          documents upon which the disciplinary action is based, the date the proposed  
28          disciplinary action shall be acted upon by the Governing Board, a statement of  
29          the Unit Member's right to a hearing, and a form for the Unit Member to sign  
30          and return to the District Personnel Office requesting a hearing. Failure of the  
31          Unit Member to submit a request for a hearing before the Governing Board  
32          within five (5) days of the service of the notice shall constitute a waiver of  
33          such hearing rights. In such event, the recommendation of the District in the  
34          notice shall be acted upon by the Governing Board. The decision of the  
35          Governing Board shall be final.  
36
- 37          3. The notice of disciplinary action will be served in two stages:  
38
- 39                 A pre-*Skelly* notice which indicates the District administration’s intent to  
40                 recommend action to the Governing Board. The pre-*Skelly* notice shall include  
41                 a statement of the Unit Member’s right to a pre-disciplinary meeting (“*Skelly*  
42                 meeting”) on the charges, the period within which the *Skelly* meeting will occur,  
43

1 **ARTICLE 17 - Disciplinary Procedures (Continued)**  
2

3 and the Unit Member’s right to be represented by CSEA, if requested. A form  
4 will also be included for the Unit Member to request a *Skelly* meeting, if desired.  
5

6 The *Skelly* meeting shall be conducted by a neutral administrator/director (i.e.,  
7 one who is neither involved in the investigation process nor the administrator  
8 signing the charges). At the conclusion of the *Skelly* meeting, the neutral  
9 administrator/director shall submit their conclusions in writing, with a copy to  
10 the Unit Member, within five (5) business days.  
11

- 12 4. Should the Unit Member request a hearing on the proposed disciplinary action,  
13 the hearing shall be conducted by a hearing officer and will be held as soon  
14 as practicable after the request is received as mutually agreed upon by the  
15 District and the Unit Member’s representative. The District will notify the  
16 representative and employee of the time and place of the hearing. The Unit  
17 Member shall be entitled to appear personally, produce evidence, and have  
18 counsel/representative. The District may also be represented by counsel. The  
19 hearing may be held in public should the Unit Member so request. In the event  
20 a Unit Member elects to be represented by legal counsel and not CSEA, such  
21 Unit Member shall be responsible for any and all costs incurred by the Unit  
22 Member’s legal counsel. The hearing officer shall not be bound by rules of  
23 evidence used in California courts.  
24
- 25 5. The parties shall make a joint request to the California Mediation and  
26 Conciliation Service for a list of five (5) hearing officers. After receipt of the  
27 list, the District and the Association shall meet and select a hearing officer  
28 through the “Strike-off” process.  
29
- 30 6. Upon receipt of the hearing officer’s decision, the District shall file a copy of  
31 the decision with the Governing Board. The hearing officer’s decision must also  
32 be furnished to each party within ten (10) days after the decision is filed with the  
33 Board.  
34
- 35 7. The decision of the hearing officer shall be advisory to the Board, who may  
36 affirm or modify the recommended disciplinary action. The decision of the  
37 Board must be in writing and shall contain findings of fact and the disciplinary  
38 action, if any approved. The findings may reiterate the language of the pleadings  
39 or simply refer to them. The decision of the Board shall be certified to the  
40 Superintendent or designee who recommended the disciplinary action, and  
41 the Superintendent or designee shall enforce and follow the Board’s decision.  
42 The Superintendent or designee shall deliver a copy of the decision to the Unit  
43 Member or the Unit Member’s designated representative personally or by

1 **ARTICLE 17 - Disciplinary Procedures (Continued)**

2  
3 registered mail within ten (10) days of the decision of the Board. The decision  
4 of the Board is final.

5  
6 **F. Use of Video Camera Monitoring**

- 7  
8 1. All Unit Members shall be notified of the presence and use of video devices on  
9 District Property.

10  
11 The intent and purpose of the video monitoring equipment is to enhance the  
12 security of the District equipment, facilities, students, and staff, and to respond  
13 to crisis situations more effectively.

- 14  
15 2. The District will not use the video equipment to monitor Unit Members'  
16 performance.

- 17  
18 3. If a violation of the law, Board Policy, Collective Bargaining Agreement, or a  
19 patten of unsafe behavior is reported, data gathered through video surveillance  
20 may be used to confirm or refute any allegations of misconduct. The data  
21 gathered may be evidence in the disciplinary process.

- 22  
23 4. If video data is to be used as part of the disciplinary process, the Unit Member  
24 being investigated or the Association may request to view the video surveillance  
25 data. Management shall provide time to view the data within seventy-two (72)  
26 hours of the request.

- 27  
28 5. The District agrees to provide the CSEA President with a list of sites and specific  
29 locations (map) of where cameras are located upon request.  
30  
31  
32  
33  
34  
35  
36  
37  
38  
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41



1 **ARTICLE 18 – Layoff and Reemployment Procedures**

2  
3 **A. Definitions**

4  
5 For the purpose of this Agreement, the following definitions apply:

- 6  
7 1. A layoff, defined as an elimination of position(s) or a reduction in assigned hours  
8 or days of a position in the classified service, shall occur only for lack of work  
9 or lack of funds.(EC §45308).
- 10  
11 2. Date of hire shall be the first date of paid service as a probationary Unit  
12 Member in a permanent position in the classified service.
- 13  
14 3. Seniority shall be based on length of service as determined by a Unit Member’s  
15 original date of hire. Seniority shall include “length of service” credit for time  
16 spent on active military leave of absence.
- 17  
18 4. Classification shall be defined as a position within a family which has a  
19 designated title, specific duties, responsibilities, and minimum qualifications  
20 and which has a designated salary range established for each classification  
21 within a family. (See appendix)

22  
23 **B. Notice of Layoff**

- 24  
25 1. Written notice of layoff shall be sent by registered mail or delivered in person to  
26 the affected Unit Member(s) by the District Personnel Office.
- 27  
28 2. The District shall send written notice of layoff to the affected Unit Member(s)  
29 not less than sixty (60) calendar days or as required by law prior to the effective  
30 date of layoff, informing the Unit Member of his/her displacement rights (EC  
31 §45117) if any, and reemployment rights. Any notice of layoff shall specify the  
32 reason for layoff and identify by name and classification of the Unit Member(s)  
33 designated for layoff.

34  
35 **C. Order of Layoff**

- 36  
37 1. Probationary Unit Members within the affected classification shall be laid off  
38 before any permanent Unit Member.
- 39  
40 2. The order of layoff of Unit Members shall be determined by length of service.  
41 The Unit Member who has been employed the shortest time in the affected  
42 classification, including time employed in a higher classification, if applicable,  
43 shall be laid off first.

1 **ARTICLE 18 – Layoff and Reemployment Procedures (Continued)**  
2

- 3 3. When two (2) or more Unit Members have the same length of service, the order  
4 of layoff of such Unit Members shall be determined by lot.  
5  
6 4. Bumping rights of Unit Member(s) shall apply after determination of seniority  
7 in a classification.  
8

9 **D. Bumping or Retirement in Lieu of Layoff**

- 10  
11 1. A Unit Member subject to layoff may, in lieu of such layoff, if qualified and  
12 subject to the provisions of this section, elect to exercise bumping rights into any  
13 current or previously held classification or retire under the provisions of the  
14 Public Employees Retirement System (PERS).  
15  
16 2. Unit Members in positions which have been eliminated shall have the right to  
17 displace the least senior Unit Member with the most assigned hours in their  
18 classification. If there is no least senior Unit Member in the same classification,  
19 Unit Member may displace the least senior Unit Member with the most assigned  
20 hours in any classification in which they have served. The Unit Member shall  
21 be required to notify the Personnel Office in writing of such election not later  
22 than five (5) days after receiving the notice of layoff.  
23  
24 3. A Unit Member displaced under section D.2. of this Article shall be subject to  
25 layoff according to the provisions of this Article.  
26  
27 5. A Unit Member who elects demotion or retirement in lieu of layoff shall,  
28 nonetheless, be placed on the thirty-nine (39) month reemployment list and shall  
29 be eligible, when a classified vacancy occurs, to return to his/her former job  
30 classification in the reverse order of layoff.  
31  
32 6. Eligibility for reemployment for Unit Member(s) who elect demotion shall be  
33 extended for an additional twenty-four (24) months provided that the Unit  
34 Member continues to meet minimum qualifications for the position.  
35

36 **E. Reemployment Procedures (EC §45298)**

- 37  
38 1. A Unit Member who is laid off shall be placed on a thirty-nine (39) month  
39 reemployment list. The Unit Member shall be required to maintain his/her  
40 current address on file with the Personnel Office.  
41  
42  
43

1           **ARTICLE 18 - Layoff and Reemployment Procedures (Continued)**  
2

- 3           2. If, during a Unit Member's eligibility period for reemployment, a previously held  
4           position within a classification becomes vacant, the District Office shall send  
5           written notice by registered mail or deliver in person to the last known address  
6           of such Unit Member(s) offering reemployment in the reverse order of layoff,  
7           providing such Unit Member meets the minimum qualifications required of the  
8           classification.  
9
- 10          3. A Unit Member who receives such notice of reemployment and refuses to accept  
11          in writing the offer of reemployment within seven (7) days shall be deemed to  
12          have rejected the offer of reemployment.  
13
- 14          4. If the Unit Member in a layoff status accepts the classification being offered, the  
15          Unit Member shall have up to ten (10) days from the postmark date of the notice  
16          to report for work. This does not preclude a Unit Member from returning to work  
17          in fewer than ten (10) days.  
18
- 19          5. A Unit Member reemployed after being laid off shall be fully restored to his/her  
20          classification with all rights to permanent status. Service credit and benefits shall  
21          not accrue during the period of layoff.  
22
- 23          6. Unit Members on the reemployment list may apply for any open/vacant  
24          classification(s) within the District if they meet minimum qualifications and will  
25          be given preferential consideration, prior to hiring outside applicants. This will  
26          be accomplished through the posting process for inside applicants, which will  
27          include individuals on the thirty-nine (39) month reemployment list and current  
28          Unit Members. Any individual on the thirty-nine (39) month reemployment list  
29          who applies and meets minimum qualifications for the position will be granted  
30          an interview.  
31

32          **F. Insurance Provisions**  
33

34                A Unit Member who has attained permanent status shall be entitled to continue the  
35                insurance plans provided in the Health and Welfare Article of this Agreement for  
36                an eighteen (18)-month period, subject to the terms of the appropriate insurance  
37                policies. The Unit Member on layoff status shall pay the monthly premium cost  
38                on the dates designated by the District in order to continue such coverage (in  
39                compliance with the "C.O.B.R.A. Regulations").  
40

41                Any Unit Member who is subject to layoff shall be paid all earned and unused  
42                vacation in the final salary warrant due the Unit Member.

1 **ARTICLE 18 - Layoff and Reemployment Procedures (Continued)**  
2

3 Unit Members notified of layoff shall be granted the use of five (5) days of accrued  
4 sick leave to seek other employment. Unit Members shall provide notice to the  
5 District regarding the use of sick leave days for this purpose at least one day prior  
6 to the day of absence.

7  
8 G. Seniority List  
9

10 At least forty (40) working days prior to the notification of layoff, the District shall  
11 provide the Association with an up-to-date seniority roster by classification. If the  
12 District is unable to meet the deadline, the Association will be notified of the  
13 reason(s).  
14

15 H. Decision and Effects of Layoff  
16

17 While the District retains the right to layoff positions for lack of work or lack of  
18 funds, upon request, the District will meet and negotiate with the Association  
19 regarding the effects of the proposed layoff. In addition, any proposed reduction in  
20 assigned hours or days of a position, whether occupied or vacant, must be negotiated  
21 with and agreed to by the Association.  
22  
23  
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1       **ARTICLE 19 - Concerted Activity**  
2

- 3           A. It is agreed and understood that there shall be no strike, work stoppage, slow-down,  
4           picketing (except for non-disruptive informational picketing), refusal or failure to  
5           fully and faithfully perform job functions, and responsibilities, or other interference  
6           with the operations of the District by the Association or by its officers, agents, or  
7           members during the term of this Agreement, including compliance with the request  
8           of other labor organizations to engage in such activity.  
9
- 10          B. The Association recognizes the duty and obligation of its representatives to comply  
11          with the provisions of this Agreement and to make every effort toward inducing all  
12          Unit Members to do so. In the event of a strike, work stoppage, slow-down, or other  
13          interference with the operations of the District by Unit Members who are  
14          represented by the Association, the Association agrees in good faith to take all  
15          necessary steps to cause those Unit Members to cease such action.  
16
- 17          C. It is understood that in the event this Article is violated during the term of this  
18          Agreement, the District shall be entitled to withdraw any rights, privileges, or  
19          services, except as prohibited by law, provided for in this Agreement, in District  
20          policy, or by Education Code from any Unit Member and/or the Association. The  
21          District shall provide CSEA with five (5) days advance written notice of its intent  
22          to invoke this right.  
23
- 24          D. The District shall not engage in a lockout of Unit Members in response to work  
25          stoppage during the term of this Agreement.  
26  
27  
28  
29  
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1 **ARTICLE 20 - Support of Agreement**

- 2
- 3 A. The District and the Association agree that it is to their mutual benefit to encourage
- 4 the resolution of differences through the meet and negotiation process. Therefore,
- 5 it is agreed that the Association shall support this Agreement for its term and will
- 6 not appear before any public bodies to seek change or improvement in any matter
- 7 subject to the meet and negotiation process except by mutual agreement of the
- 8 District and Association. The parties further agree that they will meet and negotiate
- 9 on all matters that are within the scope of representation as provided in Section
- 10 3543.2 of the Educational Employment Relations Act not otherwise covered
- 11 herein.
- 12
- 13 B. If any provisions of this Agreement are held to be contrary to law, such provisions
- 14 shall not be deemed valid and subsisting except to the extent permitted by law, but
- 15 all other provisions shall continue in full force and effect. In such case, the
- 16 Association and District agree to commence negotiations within thirty (30)
- 17 calendar days on the affected provision.
- 18
- 19 C. It is understood and agreed that the specific provisions contained in this Agreement
- 20 shall prevail over District procedures, practices, regulations and policies and over
- 21 State laws to the extent permitted by State laws, and that in the absence of specific
- 22 provisions of this Agreement, such practices, procedures, regulations and policies
- 23 as may be implemented by the District are discretionary with the District.
- 24
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1 **ARTICLE 21 – Term of Agreement**

2  
3 A. This Agreement is effective July 1, 2023 through June 30, 2026, contingent upon  
4 ratification by CSEA and the Governing Board.

5  
6 B. The Parties agree that all new negotiations will be conducted using collaborative  
7 based bargaining. If collective bargaining issues arise outside of re-opener and/or  
8 successor agreement negotiations, the Parties may mutually agree to discuss those  
9 issues during the term of this Agreement. The Parties specifically agree and  
10 acknowledge that collective bargaining issues addressed and/or discussed outside  
11 of re-opener and/or successor agreement negotiations shall not be subject to  
12 statutory impasse procedures, and that this agreement shall constitute a clear and  
13 unequivocal waiver of their right to invoke statutory impasse procedures in the  
14 event agreement is not reached on those issues.

15  
16 If the Parties do not reach agreement on these issues, existing contract language  
17 remains in full force and effect. Either Party may then open those issues during  
18 regular re-opener and/or successor agreement negotiations.

19  
20 Re-openers:

21	2023-24	Salary and Health and Welfare
22	2024-25	Salary and Health and Welfare
23	2025-26	Negotiate Successor Agreement

24  
25 C. Except as modified herein, all other provisions of the current CSEA Collective  
26 Bargaining Agreement (CBA) shall remain in full force and effect. It is the intent of  
27 the parties that language in the current CBA which conflicts with the negotiated  
28 modifications/additions herein be changed to reflect these changes. It is further  
29 agreed that CSEA and the District shall mutually review and approve all such  
30 changes prior to posting the 2023-2026 Successor Agreement on the District's  
31 website.

32  
33 D. This Agreement represents the full and final Agreement between the parties except  
34 as noted otherwise herein, and may not be modified except by mutual agreement,  
35 in writing, by and between parties.

36  
37 The parties agree that all other Articles of the current Collective Bargaining Agreement  
38 not revised by this agreement shall remain status quo for the new 2023-2026 Collective  
39 Bargaining Agreement.

**SIGNATURE PAGE FOR**

**Collective Bargaining Agreement Between  
Hesperia Unified School District**

**and**

**The California School Employees Association, Chapter #684**

**July 1, 2023-June 30, 2026**

Having been ratified by CSEA membership on February 1, 2023, and approved by the Governing Board on March 13, 2023 this Agreement shall become effective on July 1, 2023.

**For CSEA:**  **Date:** 3-14-23

Marylou Cusino  
Negotiation Team

 3-14-23

Roman Aguilar, III  
Negotiation Team

 3/14/23


Ashley Cook  
Negotiation Team

 3/14/23

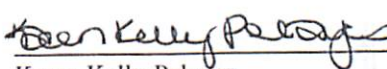
Jeff Parker  
Negotiation Team

 3/14/23

Anthony Scott, II  
Negotiation Team

 4/24/23

Shadee Johnson  
Labor Relations Representative, CSEA

**For the District:**  **Date:** 3-14-23

Karen Kelly-Pelayes  
Assistant Superintendent, Personnel Services

 3-14-23

Dr. George Landon  
Deputy Superintendent, Business Services

 4/10/23

Kortney Grimm  
Director, Fiscal Services

 3/14/23

Chris Manger  
Director, Personnel Services

 3/14/23

Danny Polmouter  
Director, Personnel Services

 3/24/23

Eric Land  
Director, Special Services

 3/14/23

David Carochi  
Director, Nutrition Services

 3-14-23

Paysel Bell  
Principal, Hesperia Junior High

 3-14-23

James Elgan  
Principal, Cypress School of the Arts



# **APPENDIX A**

## **Business Forms**

**(Salary Schedule, Grievance,  
Evaluation, Catastrophic Leave,  
Reclass)**

**HESPERIA UNIFIED SCHOOL DISTRICT  
2022-23 CLASSIFIED SALARY SCHEDULE**

<b>RANGE</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
	<b>HOURLY RATE</b>	<b>HOURLY RATE</b>	<b>HOURLY RATE</b>	<b>HOURLY RATE</b>	<b>HOURLY RATE</b>
AA	16.89	16.89	16.89	17.09	18.29
1	18.38	19.71	21.08	22.56	24.12
2	18.80	20.12	21.49	22.98	24.59
3	19.14	20.49	21.91	23.49	25.10
4	19.53	20.90	22.36	23.95	25.61
5	19.92	21.33	22.81	24.42	26.11
6	20.32	21.74	23.29	24.91	26.64
7	20.74	22.21	23.76	25.39	27.17
8	21.13	22.63	24.20	25.93	27.70
9	21.59	23.08	24.72	26.41	28.28
10	21.99	23.54	25.18	26.97	28.85
11	22.42	24.02	25.67	27.48	29.44
12	22.88	24.49	26.20	28.04	30.01
13	23.37	24.98	26.71	28.60	30.62
14	23.83	25.47	27.24	29.19	31.22
15	24.28	26.01	27.85	29.76	31.85
16	24.80	26.51	28.38	30.36	32.49
17	25.25	27.05	28.95	31.00	33.12
18	25.80	27.57	29.52	31.58	33.80
19	26.31	28.15	30.11	32.20	34.48
20	26.82	28.71	30.71	32.84	35.13
21	27.37	29.28	31.30	33.52	35.85
27	30.82	32.98	35.25	37.75	40.36
32	32.49	34.76	37.17	39.80	42.59

**Classified Longevity Steps:**

- Service Increment I      When an employee has completed five (5) years of employment-base salary plus \$57.17 per month.
  - Service Increment II     When an employee has completed ten (10) years of employment-base salary plus \$80.04 per month.
  - Service Increment III    When an employee has completed fifteen (15) years of employment-base salary plus \$102.91 per month.
  - Service Increment IV     When an employee has completed twenty (20) years of employment-base salary plus \$148.66 per month.
  - Service Increment V      When an employee has completed twenty-five (25) years of employment-base salary plus \$205.83 per month.
  - Service Increment VI     When an employee has completed thirty (30) years of employment-base salary plus \$253.75 per month.
- \*\*Per change in CBA Article 9, Section A, longevity will no longer be increased by the same percentage as any negotiated salary increase.

**Changes reflected on this schedule:**

Includes an increase of 7% effective July 1, 2022. Also includes: Per Article 9-B (1) of the CSEA Bargaining Agreement, Range AA on the classified salary schedule is to receive a .25% annual increase until squared up with Range 1. This salary schedule is effective 07/01/2022.

Board Approved: 6/13/2022

**HESPERIA UNIFIED SCHOOL DISTRICT  
2022-23 CLASSIFIED CLASSIFICATION FAMILIES**

**ATHLETIC**

3	Athletic PE Attendant
7	Athletic Equipment Manager
20	Athletic Trainer

**FOOD SERVICE**

1	Food Service Worker
5	Lead Food Service Worker
12	Storekeeper-Food Services
15	Food Service Accountant

**BUSINESS**

5	Purchasing Support Specialist
7	Purchasing Specialist
7	Senior Accounting Specialist
8	Delivery Driver
8	Printer's Assistant
10	Student Body Bookkeeper
12	Storekeeper-Warehouse
13	Assistant Buyer
15	Technology Support Specialist
16	Printer
17	Benefit Specialist
18	Graphic Specialist
18	Payroll Specialist
18	Lead Storekeeper
18	Lead Printer
20	Accountant
21	Buyer
21	Data Systems Analyst
21	Facility Planner
21	Information Systems Analyst
21	Risk Mgt Specialist
21	Web Developer
27	Electronic Media & Communications Specialist
32	Data Systems Analyst II

**INSTRUCTIONAL**

2	Instructional Assistant
2	Library Media Clerk
2	Preschool Instructional Assistant
4	Bilingual Assistant
4	Career Center Clerk
4	Computer Learning Assistant
4	Family Resource Specialist
4	Parent/Community Liaison
4	Special Education Assistant
6	Testing Specialist
6	Career Center Specialist
6	Instructional Asst. – Medically Fragile
6	Special Education Assistant II
8	Bilingual Testing Specialist
9	Library Media Specialist
10	Computer Learning Specialist
10	Preschool Instructor
15	Translation/Interpretation Specialist
17	Student Assessment /Data Specialist

**MAINTENANCE & OPERATIONS**

4	Custodian
4	Groundskeeper
7	Lead Custodian
7	Senior Groundskeeper
13	Sr. Groundskeeper-Equipment Operator
13	Irrigation Technician
16	Maintenance Worker
19	Senior Maintenance Worker
19	Energy Management Technician
19	Mechanic
21	Electrical Systems Analyst

**CLERICAL**

1	Clerk Typist
2	Student Store Clerk
3	Receptionist
4	Senior Clerk Typist
6	Department Clerical Assistant
6	Guidance & Counseling Clerical Assistant
7	Registrar
7	Attendance Specialist
8	Program Specialist
13	School Secretary
13	Dept./Program Administrative Secretary
15	Police Support Specialist
15	School Secretary II
17	Special Education Data Specialist
17	School Administrative Secretary
21	Executive Secretary I

**OTHER**

AA	Proctors
4	Campus Assistant
6	Program Assistant
6	Personnel Technician
7	Substitute System Specialist
9	Support System Specialist
19	Licensed Vocational Nurse (LVN)

\*Added new position of Department Clerical Assistant  
REV. 6/2022



**LEVEL I – ADMINISTRATION/MANAGEMENT RESPONSE**

Date received by administrator: \_\_\_\_\_

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**GRIEVANCE RESPONSE STATUS**

- Grievance was resolved at Level I.
- Grievance cannot be resolved at Level I based on the following reasons:

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Administrator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER 684  
LEVEL II- SUPERINTENDENT OR DESIGNEE**

**Instructions:** If the grievant is not satisfied with the written decision at Level I, the grievant may appeal to the Superintendent or Designee within ten (10) days of receiving the Level I response. (Reference Article 16)

**INITIATION OF LEVEL II GRIEVANCE**

Grievant: \_\_\_\_\_ Work Location: \_\_\_\_\_

Department: \_\_\_\_\_ Job Title: \_\_\_\_\_ Phone Ext. \_\_\_\_\_

*If not satisfied with the resolution of Level I grievance, employee hereby appeals the decision of the administrator for the following reasons:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Attach a copy of Level I response.*

Remedy sought:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grievant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**LEVEL II -SUPERINTENDENT/DESIGNEE RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GRIEVANCE RESPONSE STATUS**

- Grievance was resolved at Level II.
- Grievance cannot be resolved at Level II based on the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Superintendent/Designee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Attach additional pages, if needed, in area of response.

*Distribution: Original of Level II appeal to Personnel; one copy each to Grievant, Union, Administrator.  
Created: 10/2019*

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER 684**  
**LEVEL III –ADVISORY ARBITRATION**

**Instructions:** If the grievant is not satisfied with the resolution at Level II, he/she may appeal, by written notice to the Association, to Level III within 10 working days of receiving the Level II response. (Reference Article 16) The Association, by written notice to the Superintendent, within 10 days after receipt from the aggrieved person, may submit the grievance to advisory arbitration.

**INITIATION OF LEVEL III GRIEVANCE**

I. Submission to advisory arbitration: All of this section must be completed by the grievant and forwarded to CSEA for their decision as to whether or not CSEA will submit this grievance to Advisory Arbitration. Copies of completed Grievance Forms –Level I and Level II—must be attached as supporting evidence.

Grievant: \_\_\_\_\_ Work Location: \_\_\_\_\_

Department: \_\_\_\_\_ Job Title: \_\_\_\_\_ Phone Ext. \_\_\_\_\_

*The Grievant is hereby requesting that the attached grievance be forwarded to advisory arbitration for the following reasons:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy Sought:

\_\_\_\_\_  
\_\_\_\_\_

Grievant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

CSEA President: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Phone Number(s): \_\_\_\_\_

**TO SUPERINTENDENT FOR ADVISORY ARBITRATION**

Date received by Superintendent or Designee: \_\_\_\_\_

Confirmation of Advisory Arbitration: \_\_\_\_\_

Date: \_\_\_\_\_

Time: \_\_\_\_\_ Location: \_\_\_\_\_

Arbitrator's Name: \_\_\_\_\_

Signature of Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_

*Upon completion of this section, the Superintendent or Designee shall retain original copy; one copy each to Personnel, Grievant, Union, Administrator*  
*Created 10/2019*

ALL PROBATIONARY EMPLOYEES SHALL BE EVALUATED AT LEAST FOUR TIMES DURING THE PROBATIONARY PERIOD.

CHECK HERE IF UNSCHEDULED REPORT

ALL PERMANENT EMPLOYEES SHALL BE EVALUATED AT LEAST ONCE EVERY YEAR.

**PART ONE**

*Hesperia Unified School District*

**PERFORMANCE EVALUATION FOR CLASSIFIED EMPLOYEES**

LAST NAME	FIRST NAME	INITIAL	<input type="checkbox"/> Permanent <input type="checkbox"/> Probationary (check box below) <input type="checkbox"/> 1 <sup>st</sup> Report <input type="checkbox"/> 2 <sup>nd</sup> Report <input type="checkbox"/> 3 <sup>rd</sup> Report <input type="checkbox"/> 4 <sup>th</sup> Report <input type="checkbox"/> Other <input type="checkbox"/> Permanent employee in new probationary position
JOB TITLE	SCHOOL, DEPARTMENT OR OFFICE		
DATE OF LAST EVALUATION	THIS REPORT EVALUATES PERFORMANCE		
From: _____		To: _____	<input type="checkbox"/> Unit Member <input type="checkbox"/> Supv./Mgmt. <input type="checkbox"/> Confidential

Section A.				
1	2	3	4	N/A
Unacceptable Performance	Deficient Performance	Meets Expectations	Exceeds Expectations	N/A or No Opportunity to Observe
<p><b>Factor Check List.</b>  <b>Immediate Supervisor Must Check Each Factor In The Appropriate Column.</b></p>				
PERFORMANCE CHARACTERISTICS				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Quality of Work
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Volume of Acceptable Work
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Job Skill Level
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Planning & Organizing
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Meeting Deadlines
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Safety Practices
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Compliance with Rules
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attendance
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Observation of Work Hours
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Judgment/Decision Making
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Operation & Care of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Contact with Public
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Contact with Pupils
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Contact with Other Employees
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appearance of Work Station
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Effectiveness in Emergencies
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Job Knowledge
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Accepts Responsibility
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Accepts Direction
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Accepts Change
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Initiative
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Grooming/Appearance
ADDITIONAL FACTORS FOR SUPERVISORS/MANAGERS				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Scheduling & Coordinating
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Training & Instruction
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Productivity of Department
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Evaluating Subordinates
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Leadership
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Operational Economy
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Supervising Subordinates
Checks in column 1 & 2 must be explained on part two. Checks in column 4 may be explained in Section B.				
DISTRIBUTION: ORIGINAL to Personnel Services; COPY to Supervisor, COPY to Employee.				

1. **UNACCEPTABLE PERFORMANCE** – Performance is unacceptable. If employment in this job is to continue, immediate improvement is required.
2. **DEFICIENT PERFORMANCE** – Performance does not consistently meet job requirements and is below the expected level for this job. Improvement of identified function is required within specified timeframes.
3. **MEETS EXPECTATIONS** – Performance meets the expected level for this job and fulfills job requirements. Any weaknesses in performance of individual job functions are minor and do not seriously affect overall job performance.
4. **EXCEEDS EXPECTATIONS** – Performance clearly exceeds the expected level. Contribution is above and beyond the typical employee in this job.

---

**SECTION B – Record job STRENGTHS/SUPERIOR PERFORMANCE and FUTURE GOALS.**

**SECTION C – Record PROGRESS ACHIEVED in attaining previously set goals for improved work performance.**

**PROBATIONARY ONLY:**  
**RECOMMENDATION OF MANAGEMENT REVIEWER: IT IS RECOMMENDED THAT THIS EMPLOYEE:**

BE GRANTED PERMANENCY  
 BE TERMINATED  
 BE RETURNED TO EMPLOYEE'S PRIOR PERMANENT CLASSIFICATION  
 CONTINUE IN PROBATIONARY STATUS

---

✓ \_\_\_\_\_  
 Signature of Management Evaluator                      Title                      Date

---

✓ \_\_\_\_\_  
 Signature of Management Reviewer                      Title                      Date

---

✓ \_\_\_\_\_  
 Signature of Employee                                              Date

Signatures: Both the evaluator, the reviewer, (if applicable) and the employee shall sign and date the report. The employee's signature indicates that the employee has seen and discussed the evaluation report, but does not necessarily indicate complete agreement with all factors of the evaluation. If the employee refuses to sign the evaluation, it shall still be placed in the employee's permanent personnel file.

A COPY OF THIS EVALUATION WILL BE PLACED IN THE EMPLOYEE'S PERMANENT PERSONNEL FILE.



## DEFINITIONS – PERFORMANCE CHARACTERISTICS

1. **Quality of Work:** Degree of excellence of work over the entire rating period. Does employee pay attention to consequences of poor quality work? Is employee's work neat, accurate, thorough and acceptable? Must work be redone, reducing the potential volume? Do employee's errors affect others? Does poor work reflect adversely upon the District?
2. **Volume of Acceptable Work:** Measures the amount of work required to meet job standards. Does employee consistently accomplish a day's work for a day's pay? Does employee produce enough work so that he/she is clearly an asset to the District? Short-term exceptions to the volume standard can sometimes be made.
3. **Job Skill Level:** Mental and/or manual skills for a given position. Does the employee consistently demonstrate the skills prerequisite to the job class? Has he/she made efforts to improve basic skills? Does he/she have potential for developing his/her skills? Should he/she undertake a brush-up or back-to-school program? Has he/she taken advantage of inservice training, or read technical publications related to work?
4. **Planning and Organizing:** Measures the way employee approaches duties, and how successful he/she is in planning and organizing. Does employee plan the steps to carry out tasks, or does he/she attack the job thoughtlessly or with such blind enthusiasm that waste and mistakes result or work deadlines are missed? Does he/she take foreseeable circumstances into account? Is lack of planning or poor organizing reasons for low productions or poor quality work?
5. **Meeting Deadlines:** Were deadlines met? Is employee consistent, reliable, dependable with little or no supervision?
6. **Safety Practices:** Employees must comply with reasonable safety practices, particularly when pupils are involved. These practices may reflect specific directives, or forethought for potential danger and the use of common sense. Does the employee endanger his/her own safety or the safety of others? Does he/she practice good safety procedures?
7. **Compliance with Instructions, Rules and Regulations:** District employees are subject to rules. Does the employee consistently comply with rules and regulations applicable to the job?
8. **Attendance:** Reflects absences from duty for any reason except vacation, holidays and jury duty. Presents an opportunity for counseling regarding an employee's improper or excessive use of leave privileges, especially if attendance is unreliable. If sick leave use is greater than norm, should employee seek medical care? Is there a "Friday-Monday" or "holiday" sick leave pattern? Are continued absences costly to the District or do they harm the morale of co-workers who carry the extra load?
9. **Observance of Work Hours:** Promptness in reporting to or leaving a duty station according to the scheduled work hours, breaks or leaves of absence. Can the employee be relied upon to be on the job?
10. **Judgment/Decision Making:** Each employee makes decisions, depending upon the degree of their responsibility. Are his/her judgments consistent and reliable? What effect do they have on the quality of work produced?
11. **Operation and Care of Equipment:** Reflects employee's concern for safe, responsible operation of equipment. Is the employee concerned with conservation of equipment and are requests appropriate for maintenance and repair of equipment?
12. **Contact with Public:** All public contact made through personal or telephone conversation, correspondence and day-to-day appearance before the public. For a school secretary, it may be critical; it may have little weight for others. Does employee's exposure to the public reflect credit on the District and promote a good image? Is employee courteous and discreet? Is he/she aware of the necessity to present a consistently good appearance?
13. **Contact with Pupils:** Pupil contacts are extremely significant for employees. Does the employee observe rules of behavior relating to contacts with pupils? Does he/she exercise a good moral and educational influence at all times?
14. **Contact with Other Employees:** Contacts which are a regular part of employee's assigned duties. Not an employee's personal popularity. Does he/she mind his/her own business, but show proper concern for the problems of other employees?
15. **Appearance of Work Station:** Evaluate neatness and efficiency of work areas. Does the appearance of the employee's work station affect the quality of work? Does it contribute to a desirable work atmosphere or a proper public image?
16. **Effectiveness in Emergencies:** Some positions have a demanding pace and pressure. Can employee meet changing deadlines and produce acceptable volume and quality of work in an emergency? Is work generally organized to meet unforeseen contingencies? Consider whether stress is inherent in position or results from failure to plan and organize.
17. **Job Knowledge:** Not to be confused with, or restricted to, technical knowledge required for a specialized job class. Includes understanding pertinent District policies, regulations and procedures relating to his/her assignment. Has the probationary employee acquired an acceptable level of job knowledge? Is the permanent employee keeping up with changed policies, procedures and technological advances?
18. **Accepts Responsibility:** Degree of willingness employee exhibits when given responsibility; the manner in which responsibility is carried out. Does employee readily accept responsibility or avoid it? Does he/she deny responsibility when things go wrong? Is he/she quick to own up to failure? Does he/she consistently act responsibly?
19. **Accepts Direction:** Synonymous with supervision, training and instruction. Does employee demonstrate acceptance of direction by carrying it out to the best of his/her ability? Or does he/she challenge supervision, instruction or orders? Does he/she meekly or passively accept directions he/she thinks are faulty? Is he/she resentful of direction?
20. **Accepts Change:** Evaluates adaptability and flexibility. Does employee accept change willingly, or does he/she slow progress or cause inefficiencies by resistance to change? Does he/she adapt satisfactorily to new work surroundings, equipment, procedures and/or supervisors?
21. **Initiative:** Initiation of action by employee. Initiative shows up in suggestions and constructive criticism. Is most obvious when employee initiates more efficient, productive or economical procedures. Does employee show self-reliance? Does he/she take opportunities to exercise initiative or must he/she be prodded into action? Is he/she alert to efficiency and cost-cutting? Inventive? Offers constructive criticism?
22. **Grooming/Appearance:** Acceptable dress and good grooming are necessary for every position. Does employee meet dress standard for public, employee or pupil contacts? Consistently clean, neat and appropriately dressed?

## **SUPERVISORS**

23. **Scheduling and Coordinating:** The ability to schedule events, activities and personnel, while coordinating all scheduling in a cohesive, effective manner.
24. **Training and Instruction:** Instructing, guiding, training or directing employees in their assigned functions, motivating them to perform effectively and following up to ensure desired results.
25. **Productivity of Department:** Setting objectives and goals, establishing priorities and anticipating future requirements; meeting established annual goals and objectives.
26. **Evaluating Subordinates:** Effectively sets annual goals and objectives for each subordinate, provides effective assistance, discipline and positive reinforcement. Follows the appropriate procedures and timelines for documentation, discipline and evaluation.
27. **Leadership:** Demonstrates the ability to provide cohesive leadership for his/her respective site/department. Maintains composure under unusually heavy pressures and stress. Relevance and clarity of written and oral expressions and effectiveness in exchanging ideas and information.
28. **Operational Economy:** Effectively plans and utilizes a site budget. Stays within budget allocation. Includes staff in budgeting process.
29. **Supervising Subordinates:** Instructing, guiding or directing subordinates in their assigned functions, motivating them to perform effectively and following up to ensure desired results.



**HESPERIA UNIFIED SCHOOL DISTRICT**  
**REQUEST FOR CATASTROPHIC LEAVE**

**TO:** CSEA

**FROM:** \_\_\_\_\_

**SITE:** \_\_\_\_\_ **DAILY CONTRACTED HOURS** \_\_\_\_\_

**POSITION:** \_\_\_\_\_

I am requesting Catastrophic Leave for the following reason:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- I wish to have my catastrophic leave request made available only to my assigned site/department.
- In the event additional hours are needed, I give permission for my catastrophic leave request to be made available District-wide.
- I wish to use my personal sick leave for the care of an immediate family member due to a catastrophic illness or injury.
- I have attached verification from a licensed physician.

I have disability insurance.            Yes        No

    If yes, does the disability insurance provide full coverage?    Yes        No

Date all leave balances will be exhausted: \_\_\_\_\_

**I ACKNOWLEDGE THAT ALL UNUSED DONATIONS WILL BE RETURNED TO DONORS IMMEDIATELY UPON MY RETURN TO WORK.** \_\_\_\_\_

Initial

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

CSEA APPROVAL:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

HUSD APPROVAL:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**HESPERIA UNIFIED SCHOOL DISTRICT  
VOLUNTARY CATASTROPHIC LEAVE DONATION FORM**

**DATE:** \_\_\_\_\_

**TO:** **Personnel Services**

**FROM:** \_\_\_\_\_

**SITE:** \_\_\_\_\_ **DAILY CONTRACTED HOURS** \_\_\_\_\_

**RE:** **Donation Leave for** \_\_\_\_\_

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I hereby voluntarily donate \_\_\_\_\_ hours of my earned, available leave time to the Classified employee listed above, as follows:

\_\_\_\_\_ Number of sick leave hours

\_\_\_\_\_ Number of vacation hours

[Maximum donation allowed is five (5) days per incident of sick leave or vacation, or any combination thereof. Donating employee must have at least ten (10) days of sick leave available to donate sick leave.]

I understand that my donation is irrevocable and that my available leave time will be reduced as elected above. I understand that in the event the recipient does not use all the donated time, I am eligible to receive credit on a pro-rata basis.

Additionally, I understand that my donation of leave time and aspects of the catastrophic leave program are not subject to the Grievance Article of the Agreement between the District and CSEA.

\_\_\_\_\_  
Signature of Donor

\_\_\_\_\_  
Printed Name of Donor

\_\_\_\_\_  
Date

After the donating employee signs this document, please **RETURN THE ORIGINAL TO CLASSIFIED PAYROLL**. Payroll will verify that the donor employee has sufficient accrued leave available to make this donation. Contact Personnel at ext. 7295 with any questions. Thank you!

Leave donation verified by Classified Payroll

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Date

**HESPERIA UNIFIED SCHOOL DISTRICT/CSEA CHAPTER #684  
RECLASSIFICATION REQUEST**

**STEP ONE: SUPERVISOR NOTIFICATION**

UNIT MEMBER'S NAME: \_\_\_\_\_

CLASSIFICATION: \_\_\_\_\_

WORK LOCATION: \_\_\_\_\_

Regular job functions that are not part of the Unit Member's job description:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of meeting with supervisor: \_\_\_\_\_

Supervisor's comments/proposed remedy(ies):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Unit Member                      Date

\_\_\_\_\_  
Signature of Immediate Supervisor                      Date

**Supervisor's remedy resolves the issue                      Yes                      No**

Upon completion of this form, the Unit Member shall present the original to CSEA to close the request or to forward to Personnel for processing and consideration, if necessary.

<b>CSEA/PERSONNEL ONLY:</b>			
<b>FORWARD TO RECLASS</b>	<b>Yes</b>	<b>No</b>	
<b>Comments:</b>			
_____ _____			
_____ CSEA President/Designee	_____ Date	_____ Director of Personnel	_____ Date

**HESPERIA UNIFIED SCHOOL DISTRICT  
HESPERIA, CALIFORNIA  
RECLASSIFICATION QUESTIONNAIRE**

**This form is used to obtain information about your current position and work responsibilities. Be as clear and accurate as possible in describing your duties and responsibilities. Please do not refer to other job descriptions in regards to this questionnaire as it is irrelevant to the reclass process. If you need more space, use a blank sheet of paper. Number your answers to correspond with question numbers and attach to this form. Print or type if possible. Letters of reference are not appropriate and will not be considered by the reclass committee. (Fill in only applicable areas.)**

1. Name \_\_\_\_\_ 2. Current Position (title) \_\_\_\_\_

3. School or Department \_\_\_\_\_

4. Who is your immediate supervisor? \_\_\_\_\_

5. List below any tasks or duties you're being **required** to perform that are not included in **your** job description.

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6. How has the **complexity** of your job changed? Refer to Definitions, Attachment 3, under **Complexity**.

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7. Has the **knowledge** required to meet the minimum performance standards of the job functions changed? Refer to Definitions, Attachment 3, under **Knowledge**.

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8. Has the level of **responsibility** of your job changed? Refer to Definitions, Attachment 3, under **Responsibilities**.

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9. Have the **skills** and expertise to perform your job changed? Refer to Definitions, Attachment 3, under **Skills**.

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10. Have there been any changes in your **working conditions**? Refer to Definitions, Attachment 3, under **Working Conditions**.

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11. Please explain what your expectations are from the reclassification process: \_\_\_\_\_

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I certify that the answers to all questions, to the best of my knowledge, are complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **RECLASSIFICATION STANDARDS/DEFINITIONS**

### **COMPLEXITY**

The following factors evaluate the complexity of the job in terms of the number of tasks required to complete the job functions, the extent to which the tasks are standardized, the variables involved in the judgment required to perform the functions.

- Diversity: People, Data, Equipment
- Coordination: People, Data, Equipment
- Flexibility: People, Data, Equipment
- Problem Solving: People, Data, Equipment

### **KNOWLEDGE**

The following factors evaluate the knowledge required to meet the minimum performance standards of the job functions. Knowledge is usually acquired through formal education but can include experience and self-study.

- Knowledge: Language, Math, Reasoning
- Knowledge: Education

### **RESPONSIBILITY**

These factors evaluate the overall responsibility of your job. The factors determine the degree to which the job functions require an incumbent to be responsible for people, projects, programs and/or financial resources of the organization. Responsibility addresses both the type and scope of oversight necessary for an incumbent to perform the job functions. The factors also evaluate the impact of the job functions to the organization's ability to provide services.

- Responsibility: Impact on Mission (excludes extraordinary events)
- Responsibility: Scope of Assignment
- Responsibility: Financial Control
- Responsibility: Supervision exercised over others
- Responsibility: Supervision of work functions by others



## **RECLASSIFICATION STANDARDS/DEFINITIONS**

### **SKILLS**

These factors evaluate the skill levels required as a prerequisite to meet minimum performance standards of the job. Usually acquired through a combination of education and experience, the following factors in combination reflect the prerequisite proficiency and expertise to perform the job at a minimum level of performance.

- Skills: Experience
- Skills: Expertise
- Skills: Upgrading

### **WORKING CONDITIONS**

These factors evaluate the conditions under which the job functions are performed. They include both the working conditions, which make a job disagreeable and unpleasant, and the amount of physical effort involved in performing the job. These conditions generally impact the potential risk of injury to self or others.

#### **-Environmental**

- Atmospheric
- Hazards
- Noise and Vibration
- Temperature and Moisture

#### **-Injury Potential**

- Exposure to injury
- Impact of injury

#### **-Physical Demands**

- Body Movement
- Coordination
- Extremity: Upper
- Sensory: Hearing
- Sensory: Talking
- Sensory: Visual
- Strength/Endurance

Rev: 10/2019

