

Master Contract Agreement

between

Pacific Grove Unified School District

and

Classified School Employees Association

July 1, 2006 – June 30, 2009

(updated Jan. 2009)

Lori Rae
Andersen

California School Employees Association
Pacific Grove Unified School District
Joint Negotiations Report for Contract Ratification

Monique
Barr

CSEA and the district met on February 20, 2007. The following is a summary of the tentative agreement reached.

Compensation

Jessie
Bray

A total compensation package for California State Employees Association Chapter #229 of 6.93% effective July 1, 2006 to be distributed as follows:

1. Effective July 1, 2006, implement an across the board increase of 5.0% to all employees.
2. Effective July 1, 2006, increase Benefits to \$6,044.04 for a total cost of 1.93%.

Andre
DeBruin

Additional Changes

Linda
Jones

An additional 0.57% retroactive to July 1, 2006 will be applied to adjust salary range changes made to Appendix A during 2005-2006 contract negotiations. Changes are as follows:

Jan
Lippert

1. Library Clerk III to Library Media Tech III – range 35
2. Elementary Library Manager to Library Media Tech II – range 33
3. Library Clerk II to Library Media Tech I – range 31
4. Clerk III – range 33
5. Elementary Computer Specialist to Computer Lab Instructional Technician II – range 33
6. Computer Lab Aide to Computer Lab Instructional Technician I – range 31
7. Instructional Assistants for Title I and Special Education – range 31
8. P.E. Aide to Instructional Assistant I – range 30
9. Custodian III – range 38
10. Bus Driver – range 38
11. No classifications shall have an “A/B” designation for Advance Degrees.
All salary ranges are dropped to the lower “B” classification.

Billie
Mankey

Bernette
Murphy

Employees who currently serve in a classification with a salary range that has been lowered will retain their current range. New employees will be hired in the lower salary range.

Patrick
Perry

Maria
Taschner

California School Employees Association
Pacific Grove Unified School District
Joint Negotiations Report for Contract Ratification

Lori Rae Andersen

Contract Language Changes

In addition to the above, we make the following changes that have no monetary value.

Monique Barr

1. Article I, The Agreement (copy of changes attached)
2. Article II, Wages (copy of changes attached)
3. Article III, Health and Welfare Benefits (copy of changes attached)
4. Article IV, Hours of Employment (copy of changes attached)
5. Article VIII, Promotions and Transfers (copy of changes attached)
6. Article IX, Evaluation Procedures (copy of changes attached)
7. Article X, Grievance Procedure (copy of changes attached)
8. Article XII, Disciplinary Actions (copy of changes attached)
9. Article XVII, Other Employee Rights (new article - copy attached)
10. Article XVIII, Before and After School Recreation Department (new article - copy attached)

Jessie Bray

11. Appendix A, (copy of changes attached)
12. Appendix C, Professional Growth Courses (copy of changes attached)
13. Appendix D, Professional Growth Form (copy of changes attached)
14. Appendix F, Classified Absence Report (copy of changes attached)
15. Appendix G, Request for Personal Necessity Leave and Vacation Leave (copy of changes attached)

Andre DeBruin

Linda Jones

Jan Lippert

Billie Mankey

Lori Rae Andersen
Chapter President

Date

Patrick Perry
Superintendent

Date

Bernette Murphy

Patrick Perry

Maria Taschner

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, Chapter #229**

Tentative Agreement

The Pacific Grove Unified School District (“District”) and California School Employees Association (“CSEA”) enter into this Tentative Agreement with the following terms:

1. **Compensation**

a. The CSEA salary schedule shall be increased by 3.09% retroactive to July 1, 2007. The District’s annual contribution to health and welfare benefits shall be increased to \$6,225.36 (six thousand two hundred twenty five dollars and thirty six cents), retroactive to July 1, 2007. This results in a total compensation package of 3.4%. If 2007-08 property tax exceeds 6.4%, CSEA shall receive 14.6% of the additional dollars, to be allocated as determined by the CSEA bargaining team. If any other employee group receives more than a 3.4% increase in salary and health benefit contributions, CSEA shall receive the same percentage increase.

b. The CSEA salary schedule shall be increased by 2% effective July 1, 2008. This results in a total compensation package of 2%. If 2008-09 property tax exceeds 5%, compensation negotiations shall be reopened.

c. A joint committee consisting of 2 District and 2 CSEA representatives shall convene to commence discussions on how to raise the level of health and welfare benefits for CSEA members. Upon completing a list of potential recommendations, the bargaining teams shall reconvene to negotiate those recommendations.

2. **Mileage Reimbursement** – The following sentence will be added to Article II.N.1.e:

An employee asked to work a split shift, and who does not normally work in a split shift position, may request mileage reimbursement for up to 50 miles round trip for travel to and from home between shifts.

3. **Library Media Technician II Work Year** – The parties executed the attached side letter to resolve work load issues in the library, with a commitment to revisit this issue in a future year to determine if this agreement resolved the issues.


4. **Language Items for 2008-09** – While this agreement addresses terms for 2008-09 compensation, it does not preclude the parties from submitting reopeners for 2008-09 on language as permitted by Article 1, Section H of the CSEA contract.


5. Ratification – This Agreement shall take effect upon ratification by the CSEA bargaining unit members and the District's Governing Board.

Executed on April 21, 2008:

DISTRICT

CSEA







Michele Moshni

Billie Manley

K. C. M. [unclear]





Kellie A. Cool

Janis Bryant

Bennette Murphy

Linda Jones

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1 ARTICLE I

2 GENERAL PROVISIONS OF THE AGREEMENT

3
4 A. Terms of Agreement: THIS BINDING, BILATERAL AGREEMENT, hereinafter
5 referred to as the Agreement, by and between the Pacific Grove Unified School District,
6 hereinafter referred to as "Employer", and the California School Employees Association and
7 its Chapter #229.

8 B. Recognition: The Employer hereby acknowledges that the Association is the
9 exclusive bargaining representative for all classified Employees holding those positions
10 described in Appendix A, attached hereto and incorporated by reference as a part of this
11 Agreement. All newly created positions, except those that are lawfully exempt
12 (certificated, management, confidential, supervisory, one-hour noon duty supervision
13 positions, full time high school students employed part time, and professional experts
14 employed on a temporary basis for a specific project by the governing Board or by the
15 Employer's Human Resource Coordinator) shall be assigned to the bargaining unit. The
16 determination of management, confidential or supervisory Employees shall be made by
17 mutual agreement between the Employer and the Association. Disputed cases shall be
18 submitted to PERB for resolution. The bargaining unit may be expanded to other classes
19 by mutual agreement of the Employer and the Association subject to the rule of PERB.

20 C. No Discrimination on Account of CSEA Activity: Neither the Employer nor
21 the Association shall interfere with, intimidate, restrain, coerce, or discriminate against
22 Employees because of the exercise of rights to engage or not to engage in CSEA activities.

23 D. Organizational Rights: The Association shall have the following rights in
24 addition to the rights contained in any other portion of this agreement:

25 1. The right of access at reasonable times to areas in which Employees
26 work.

27 2. The right to use without charge institutional bulletin boards,
28 mailboxes, and the use of the school mail system (postage to be paid by the Association),
29 and other Employer's means of communication for the posting or transmission of
30 information or notices concerning Association matters.

31 3. The right to use without charge institutional equipment, facilities, and
32 buildings at reasonable times, subject to availability per established procedure.

1 4. The right to review Employees' personnel files and any other records
2 dealing with Employees when accompanied by the Employee or on presentation of a
3 written authorization signed by the Employee.

4 5. The Association shall have the right to be supplied with the
5 complete seniority roster of all bargaining unit Employees by May first. The roster shall
6 indicate the Employee's present classification, any hours served in other classifications and
7 primary job site.

8 6. The right to receive two (2) copies of any budget or financial
9 material submitted at any time to the Governing Board except materials allowed by law for
10 closed sessions.

11 7. The right to release time for Employees who are Association officers
12 or negotiators to conduct necessary Association business.

13 8. The right to meet and negotiate with the Employer concerning the
14 increase in hours in any given classified position.

15 9. The right to meet and negotiate with the Employer concerning the
16 decrease in hours in any given classified position. (See Article XI, Employee
17 Layoffs/Change in Assigned Time.)

18 10. The right to meet and negotiate the salary placement with the
19 Employer concerning any new position in the Unit. (See Article II, Wages)

20 E. Distribution of Agreement: Within thirty (30) days after the execution of this
21 Agreement, the Employer shall print or duplicate and provide without charge, a copy of
22 this Agreement to each unit member, plus twenty (20) extra copies.

23 F. Savings Provision: If any provisions of this Agreement or any application
24 thereof are held to be contrary to law by court of final jurisdiction or the Public
25 Employment Relations Board (PERB), such provision or application shall be deemed invalid,
26 to the extent required by such court or the PERB but all other provisions shall continue in
27 full force and effect, negotiations to replace or amend the severed provisions shall
28 commence within thirty (30) days of the time the provision must be severed.

29 G. Employees Working in Exempt Positions: If a permanent classified
30 Employee is hired to serve in such a position, he/she shall retain status as a permanent
31 Employee. If he/she is terminated from the exempt position, he/she shall have bumping
32 rights in his/her former class in the same manner as if he/she had been laid off for lack of

1 work or lack of funds.

2 H. Duration: This Agreement shall be effective July 1, 2006, through
3 June 30, 2009 except that the District and Association may exercise an option to re-open
4 negotiations for the 2007 – 2008 contract year for salary adjustments, health and welfare
5 benefits and two (2) Articles, or any other Articles mutually agreed to by the parties. The
6 District and Association may exercise an option to re-open negotiations for the 2008 –
7 2009 contract year for salary adjustments, health and welfare benefits and two (2)
8 Articles, or any other Articles mutually agreed to by the parties. The District and
9 Association will strive to begin negotiations at least one hundred and twenty (120) days
10 before the end of a contract year.

1 ARTICLE II

2 WAGES

3
4 A. Distribution of Job Information: Upon initial employment and each change
5 in classification, each affected Employee in the bargaining unit shall receive a copy of the
6 applicable job description, a specification of the monthly and hourly rates applicable to
7 his/her position, benefits of the position (health, vision, dental, Association membership
8 and Association life insurance), a statement of the position, a statement of the Employee's
9 regular work site, regularly assigned work shift, the hours per day, days per week, and
10 months per year.

11 B. Regular Rate of Pay: The regular rate of pay for each position in the
12 bargaining unit shall be in accordance with the rates agreed to by the Association and the
13 Governing Board as specified in Appendix B. The regular rate of pay shall include any shift
14 differential, longevity increment and professional growth award required to be paid under
15 this Agreement. Should the Employee fail to provide the following, disciplinary action may
16 be taken in accordance with Article XI of this agreement.

- 17 1. W-4 form signed by unit member;
- 18 2. Retirement form signed by unit member;
- 19 3. Current notice of immunity from tuberculosis is filed;
- 20 4. Fingerprints have been taken at police department;
- 21 5. PERS Authorization;
- 22 6. Insurance forms.

23 C. Noon Duty Supervision:

24 1. Regular Classified Employees who perform noon duty supervision shall be
25 compensated at their regular rate of pay for all hours worked. Employees with multiple
26 positions shall be compensated at their highest rate of pay.

27 D. Paychecks: All regular paychecks of Employees in the bargaining unit shall
28 be itemized to include all deductions within allowance by the Monterey County Office of
29 Education.

30 1. Frequency: All Employees in the bargaining unit shall be paid once
31 per month on the last working day of the month. If the normal pay date falls on a
32 weekend or holiday, the paycheck shall be issued on the preceding workday.

1 a. Eleven month employees working at least one day in the twelfth
2 month will receive twelve (12) paychecks. Similarly, employees who
3 work ten months or less, and work at least one day in the eleventh
4 month, will receive eleven (11) paychecks.

5 2. Changes: All unit Employees shall be provided with an explanation of
6 any changes made in the Employee's pay warrant, including deductions or salary
7 increases, at the time adjustments are made.

8 E. Payroll Errors: Any payroll error resulting in insufficient payment for
9 an Employee in the bargaining unit shall be corrected (including overtime pay), and a
10 supplemental check issued, not later than three (3) working days after the Employee
11 provides notice to the payroll department.

12 1. Overpayment: Any payroll error resulting in an overpayment to an
13 Employee shall be repaid. When a payroll results in an overpayment to any Employee,
14 the affected Employee shall be allowed to make repayment on a monthly basis not to
15 exceed thirty (30) days for each month of the payroll error.

16 F. Special Payments: Any payroll adjustment due to an Employee in the
17 bargaining unit as a result of working out of class, re-computation of hours, or for other
18 reasons such as procedural errors, shall be made and a supplemental check issued no later
19 than five (5) working days following notice to the payroll department.

20 G. Lost Checks: Any paycheck for an Employee in the bargaining unit which is
21 lost after receipt shall be delivered within eight (8) working days following the Employee's
22 demand of the payroll department for replacement of the check.

23 H. Pay Increases: The Employer shall make a lump sum payment of an agreed
24 upon retroactive wage increase resulting from this Agreement or any amendments thereto
25 within thirty (30) days of the Agreement between the Association and the Employer.

26 I. Salary Schedule: (See Appendix B)

27 1. All longevity payments, step advances, and professional growth
28 awards will be added to the classified Employee base salary schedule.

29 2. Step advancements on the salary schedule shall be granted annually
30 on the anniversary date of employment until the maximum step is reached.

1 J. Classification Plan:

2 1. Placement in Classification: Every bargaining unit position shall be
3 identified in the Classification listing outlined in Appendix A. The District and the
4 Association Negotiating Team shall meet and negotiate all new classifications. No new
5 position shall be filled until it is classified. The appropriate Classification shall be
6 determined by the duties and responsibilities of the position, without regard to the special
7 qualifications of the incumbents, and shall be based upon the principle that positions shall
8 be included in the same Classification if:

9 a. They are sufficiently similar in respect to duties and
10 responsibilities that the same descriptive title may be used;

11 b. Substantially the same requirement as to education,
12 experience, knowledge, and ability are demanded of incumbents;

13 c. Substantially the same test of fitness may be used in selecting
14 qualified Employees;

15 d. The same schedule of compensation can be made to apply
16 with equity.

17 2. Interpretation of Classification Specification: The language of the
18 above specifications is not to be construed as limiting the authority of the administrator to
19 direct and control the work of classified Employees or to alter their duties and
20 responsibilities. It shall be the responsibility of the administrator to promptly report in
21 writing to the Employer's Human Resource Coordinator and the Employee and the
22 Association any proposed substantial change in the duties of an employee. Any
23 substantial change in the duties to be allocated shall be negotiated. Consideration shall be
24 given to the general duties, specific tasks, responsibilities, and minimum requirements, as
25 a composite description of the kind and level of work the classification is intended to
26 embrace. In order to determine the placement of the Classification within the plan, its
27 relationship to other Classifications shall be considered.

28 3. Classification Specifications: For each classification position, the
29 Employer's Negotiating Team and the Association's Negotiating Team shall establish and
30 maintain a class specification, which shall include:

31 a. A descriptive classification title;

32 b. A definition of the scope of duties and responsibilities of

1 positions in the classifications;

2 c. A statement of typical tasks to be performed by persons
3 holding positions allocated to the classification;

4 d. A statement of the minimum qualifications for service in the
5 classification. The minimum qualifications may include education, experience, knowledge,
6 skills, abilities, and personal and physical traits and characteristics;

7 e. License or other special requirements for service in some or all
8 positions in the classification.

9 4. Maintenance of Plan:

10 a. The Employer's Coordinator of Human Resources shall issue all
11 new, transferred, and promoted Employees a current job description before they assume
12 the designated position.

13 b. The Employer's Coordinator of Human Resources shall keep
14 the Classification Plan (Appendix A) current by continual review of positions in the
15 classified service. The investigation and review of a position or positions may be initiated
16 by the Association Negotiating Team, the Employer's Coordinator of Human Resources, or
17 upon the request of a department head or an Employee.

18 5. Working out of Classification:

19a.
20 Employees are working out of classification when they are required to
21 perform duties which are not fixed or prescribed by the Governing Board's approved job
22 description of the classification to which they are regularly assigned.

23 b. Classified Employees shall not be required to perform duties
24 which are not fixed and prescribed for their job description unless the duties reasonably
25 relate to those fixed by the Governing Board, for any period of time which exceeds five (5)
26 working days within a fifteen (15) calendar day period except as authorized herein.

27 c. An Employee may be required to perform duties inconsistent
28 with those assigned to the position by the Governing Board for a period of more than five
29 (5) working days provided that his/her salary is adjusted upward by a minimum of 5% for
30 the entire period he/she is required to work out of classification and in such amounts as
31 will reasonably reflect the duties required to be performed outside his/her normal assigned
32 duties.

33

1 d. Notwithstanding the provisions of this section, the Employer's
2 Coordinator of Human Resources and the Association Negotiating Team may, by written
3 rule, provide for an upward salary adjustment for any classified Employee required to work
4 out of classification for any period of time less than that required herein.

5 e. It is the intent of this section to permit school agencies to
6 temporarily work Employees outside their normal duties, but in doing so, to require that
7 some additional compensation be provided the Employee during such temporary
8 assignments.

9 f. Employees who are required to perform duties out of
10 classification shall notify the Employer's Coordinator of Human Resources upon the accrual
11 of five (5) working days within a fifteen (15) calendar day period. The Employer's
12 Coordinator of Human Resources shall contact the Employees who feel they have been
13 assigned duties to be performed which are out of classification and determine if additional
14 compensation is in order. (Ed. Code, Section 45110)

15 g. The Employer's Coordinator of Human Resources will review
16 with the immediate supervisor the situation that brought about the concern for out of
17 classification assignment. The Employer's Coordinator of Human Resources will resolve
18 the issue and, if necessary, make any appropriate salary adjustment.

19 K. Reclassification: Requests for reclassification shall be submitted on or before
20 March 1. If approved, they shall be implemented on July 1 of that year. Any requests
21 received after March 1 will be considered for approval July 1 of the following year.

22 1. Basis for Reclassification: The basis for reclassification of positions
23 must be an accretion of duties or any additionally required skills or a sudden change
24 occasioned by a reorganization, or the assignment of completely new duties and
25 responsibilities. An Employee whose position is reclassified due to the result of a sudden
26 change occasioned by reorganization, shall be eligible for reclassification at any given date.

27 2. Incumbent Rights: When an entire classification of positions is
28 reclassified all incumbents in those positions shall be entitled to serve in the new positions.

29 3. Procedure for Reclassification:

30 a. Employee submits request for reclassification to
31 Superintendent. Request shall include:

32 1) Cover letter requesting reclassification,

1 5. Longevity increments shall be granted on the anniversary of the initial
2 date of employment.

3 M. Professional Growth:

4 1. Procedures:

5 a. A Professional Growth committee shall be formed for the
6 purpose of evaluation and approving the Professional Growth activities of the classified
7 Employees, and for the purpose of presenting their recommendations to the Employer's
8 Coordinator of Human Resources and the Governing Board.

9 b. The committee shall consist of five (5) members. Two (2) of
10 these members shall be a District Administrator and the Superintendent's designee. The
11 other three (3) members shall be representatives of classified groups and initially these
12 three (3) members shall be appointed by the President of the California School Employees'
13 Association #229. At no time should there be more than one (1) representative from any
14 one (1) job classification. At the first meeting of the committee a chairperson shall be
15 elected from the three (3) classified members, and he/she shall remain on the committee
16 for three (3) years. To ensure the continuity of purpose, one (1) of the other classified
17 members shall serve for two (2) years and one (1) for one (1) year. Subsequent
18 appointments of classified members will be for two (2) years, thus ensuring that some
19 experienced members of the committee will be serving at all times.

20 1) The Committee shall meet once per month unless no
21 applications are submitted.

22 2) The Committee shall inform any Employee submitting a
23 request, of its decision within six (6) weeks of the date the request was submitted.

24 2.Professional Growth Course List:

25 a. The Professional Growth Course List (see Appendix C) will be
26 designated according to the appropriate classifications. This list must remain flexible, and
27 the final decision as to the appropriateness of each intended course will remain with the
28 committee.

29 b. Pre-approval must be obtained in advance from the committee
30 before a course of action designed to earn Professional Growth credits is pursued by the
31 Employee. The committee will file the notice of intent with the Business Office of any
32 Employee who will be earning enough credits to receive a Professional Growth increment

1 on July 1 by May 1 of the same year, for budgeting purposes. The committee will certify
2 completion of course(s) to the Employer's Coordinator of Human Resources upon receiving
3 proof that the course(s) has been completed.

4 c. The Professional Growth Credit Form for Classified Employees
5 (Appendix D) must be submitted before course work begins.

6 3. Professional Growth Awards:

7 a. The Professional Growth Award is to be made on July 1 to
8 qualifying Employees. All classified Employees are eligible to participate in the Professional
9 Growth plan. Employees considering course work are required to have the committee
10 evaluate the acceptability of their contemplated courses desired for credit. (See Appendix
11 D, Professional Growth Credit Form)

12 b. Employees may earn Professional Growth Awards of 5% upon
13 completion of approved course work. This award is to be added to the Employee's regular
14 salary, including any and all longevity increases, and/or previous Professional Growth
15 increases, as well as any salary increases negotiated by the time the award is granted.

16 c. Employees may earn awards equal to 5% of their regular
17 monthly salary. The award shall continue throughout the service of the Employee.
18 Awards may be earned once in each four (4) years of service after installation of the plan.
19 Each award shall be earned by completion of nine (9) approved units. The nine (9)
20 approved units may include a combination of any of the areas specified below.

21 1) Six (6) units - Minimum chosen from the approved list
22 of courses relating directly to the Employee's specific areas of employment or in other
23 areas for possible promotion, as approved by the committee.

24 2) Three (3) units may be chosen under the category of
25 general courses, the Employee's specific area of employment in the District or other areas
26 of Professional Growth subject to approval by the committee.

27 3) Semester Units: All Professional Growth credits shall be
28 converted into semester units. College credit in terms of quarter units shall be converted
29 into semester units at the ratio of one-quarter hour to two-thirds semester units.

30 4) Reimbursed Expenses: All expenses connected with
31 work for Professional Growth credit shall be borne by the Employee. If the District
32 reimburses the Employee for any cost, the credit shall not be granted.

1 5) Courses: Adult Education courses and workshops shall
2 be credited as follows:

3 Total Hours in Courses/Workshops Semester Units of Professional Growth Credit

4	8 - 14 hours	0.5
5	15 - 19 hours	1
6	20 - 29 hours	1.5
7	30 - 39 hours	2
8	40 - 49 hours	2.5
9	50 hours & up	3

10 6) Workshops and seminars conducted under the auspices
11 of the District, Monterey County Office of Education or an accredited institution and
12 scheduled outside the regular working hours, may be attended for Professional Growth
13 units, to be approved by the committee. Workshop and seminar units shall be computed
14 as above. Hours for workshops and seminars may be accumulated.

15 7) Appendix C: Employees will be encouraged to
16 complete courses from the approved list. Employees cannot receive credit for repeated
17 courses.

18 8) Professional Growth Funding: Funding of professional
19 growth awards shall not be charged to categorical funding.

20 N. Travel Reimbursement:

21 1. Mileage Reimbursement:

22 a. An Employee, upon request, shall receive a mileage
23 reimbursement as provided in Board Policy #4033 for use of his/her private vehicle when
24 performing required services to the Employer.

25 b. Mileage requests shall be submitted monthly on forms
26 provided by the Employer. The Employer determines if the request is approved or
27 disapproved.

28 c. Mileage shall be counted from the work station of the
29 Employee at the commencement of the work day.

30 d. On authorized trips outside the School District an Employee
31 shall use a District vehicle if one is available. Otherwise, the Employee shall be reimbursed
32 at the rate provided in Board Policy #4033.

1 e. An employee asked to work a split shift, and who does not
2 normally work in a split shift position, may request mileage reimbursement for up to fifty
3 (50) miles round trip for travel to and from home between shifts. (TA, 4-21-08)
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1 ARTICLE III

2 HEALTH AND WELFARE BENEFITS

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4 A. Full-time Employees: Effective July 1, 2006, the District shall contribute an
5 amount of \$6,044.04 per year toward the subscriber cost of health, dental and vision plans
6 for full time Employees. An additional \$276.00 per year will be paid toward dependent
7 coverage. The District contribution amounts may be applied by the employee to any of
8 the plan options. The dependent allocation may, however, only be used for dependent
9 coverage. All classified employees hired after July 1, 2002 shall only be eligible for the
10 District contribution if they are enrolled in a MCSIG medical insurance plan.

11 1. Fringe Benefit Allocation Plan Option: Full-time Employees may apply
12 their benefit allocation funds (\$6,044.44) toward medical, dental, vision, income protection
13 and life insurance. CAUTION: If any Employee drops medical insurance he/she will need
14 to qualify under the guidelines of the insurance carrier in order to be reinstated in the
15 future. Current rates are subject to change. (Employees will be notified of rate changes.)
16 The medical plan provided to Employees is with the Monterey County School Insurance
17 Group (MCSIG).

18 The Association shall notify the District in writing by November 30 in each
19 year if there is to be a change in the medical plan options to be offered to their
20 membership, both active and retirees, in the following plan year, beginning July 1. The
21 notification shall identify the specific new plan(s) to be offered, all costs to the District and
22 affected Employees resulting from changing to the new plan(s) and shall identify how the
23 costs will be covered without increasing costs to the District beyond those of the current
24 contractual agreement. The District shall change the plan option offering only if there is
25 no additional cost to the District.

26 B. Part-Time Employees: Part time eligible Employees are defined as those
27 working four (4) or more but less than eight (8) hours and shall be provided benefits as
28 follows:

29 1. A prorated share of the total dollar cost of benefits provided full-time
30 Employees in the proportion that the hours assigned each part-time Employee bears to
31 eight (8).

32 2. The total dollar amount for which the individual Employee is eligible,

1 if permitted by the District's insurance carrier, may be applied to any or all of the fringe
2 benefit allocation plan options provided full-time Employees. For example, a four (4) hour
3 Employee would be eligible for 50% of the dollar value of a full-time Employee and may
4 apply that amount to health care or a combination of dental and/or vision, income
5 protection and life insurance. If the amount for which the Employee is eligible is less than
6 the dollar cost of the benefit(s) he/she selects, the Employee may pay the additional
7 amount required to obtain the benefit.

8 C. Retiree Coverage:

9 1. Health Insurance Coverage upon Early Retirement: Eligible regular
10 Employees (at least age fifty-five (55) who retire prior to age sixty-five (65) and who retire
11 with at least ten (10) years of classified service with the Employer are eligible for health
12 insurance coverage as specified in this section. For purposes of this section the age of the
13 Employee means the fiscal year in which the birthday occurs.

14 2. Health Insurance Coverage Effective July 1, 1991:

15 On July 1, 1991, the retired unit member who retires between the ages of fifty-five (55)
16 and sixty-five (65) shall be covered by the employer paid health insurance rate in effect at
17 the time of retirement to age sixty-five (65) or until the retiree becomes eligible for
18 Medicare, whichever occurs first. Upon eligibility, the District will provide a Medicare
19 supplement insurance policy at a premium cap of \$50.00 per month. Retired members will
20 receive the Medicare supplement premium subject to the \$50.00 cap through age eighty-
21 five (85).

22 D. Retiree Dependent Coverage: All retired Employees may cover dependents
23 at their own expense.

24 E. Procedures for Application: Employees requesting early retirement benefits
25 under this section shall submit an application to the Human Resource Coordinator one (1)
26 month before the end of the semester preceding the early retirement. The Employer shall
27 have the authority to make exceptions to the deadlines.

28 1. Part-time Employees who retire shall have their benefits prorated
29 using the formula in preceding section B.

30 2. Retirees shall receive the same medical coverage under the same
31 carrier as regular classified Employees.

1 F. Reduction in Benefits: No reduction in benefits or change in carriers shall be
2 made during the life of the Agreement without approval of the majority of bargaining unit
3 members.

4 G. Exit Orientation Letter: An exit Orientation Letter will be provided each
5 retiree, informing the Employee of the benefits he/she is entitled to on the date of
6 retirement.

7 H. Updating Benefits: The Chapter shall have the right to update the present
8 health, dental and vision plans accordingly at the time of annual contract renewal between
9 the District and the Insurance Carriers.

10 I. Unused Benefits: The District will pay to each active employee that portion
11 of the non-dependent, health insurance contribution that the employee (who was hired
12 before July 1, 2002) was eligible for, but did not use in the preceding fiscal year. The
13 payment shall be made by July 31st.

ARTICLE IV
HOURS OF EMPLOYMENT

A. Work Periods

1. Work Year: Employees shall work the number of months required by their assignment (see Appendix J).

2. Work Day and Week: A full-time Employee shall work eight (8) hours per day and forty (40) hours per week, inclusive of rest periods described below. This Article shall not restrict the extension of the regular work day or work week on an overtime basis when such is necessary to carry on the business of the Employer. (Ed. Code 45127 & 128)

B. Rest Periods: Employees who work four (4) hours or more shall be granted rest periods without loss of compensation which, insofar as practical, shall be in the middle of each work period. The rest period shall not exceed twenty (20) minutes in duration and is to be total time away from job. The rest period is not cumulative and may not be used in conjunction with a lunch period or at the beginning or end of the unit member's workday.

C. Adjustment of Assigned Time: Employees who work thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis for the duration of the assignment. The pro rata benefit increase shall be effective with the next pay period and shall end on the last day of the pay period in which the assignment ends.

D. Meal Periods:

1. Full-time Employees shall be entitled, insofar as practical, to an uninterrupted meal period of one hour. The meal period shall be for not less than one-half (1/2) hour and shall be scheduled for full-time Employees at or about the midpoint of each work shift. The meal period is to be total time away from job. Meal periods may not occur at the beginning or end of the unit member's workday with the exception of provisions within Article IV Section F.

2. Employees working up to three (3) hours are not entitled to a meal period. Employees working more than three (3) and less than six (6) hours per day shall

1 be entitled to an uninterrupted meal period of not less than one-half (1/2) hour. The meal
2 period must be scheduled by mutual consent of the employee and the supervisor.

3 E. Overtime: Except as otherwise provided herein, all overtime hours shall be
4 compensated at a rate of pay equal to time and a half (1-1/2) the regular rate of pay of
5 the Employee for all work required. The Governing Board shall determine the method by
6 which ordered overtime is compensated for all Employees in the District. In lieu of
7 overtime pay, the Employee may elect to take compensatory time off. Compensatory time
8 must be used within twelve (12) calendar months following the month in which overtime
9 was worked.

10 1. Overtime is defined as any time worked in excess of eight (8) hours
11 in any one day or any one shift or any hours in excess of forty (40) hours in any work
12 week.

13 2. All hours worked on the seventh consecutive day shall be
14 compensated at one and a half (1-1/2) times the regular rate of pay. In lieu of pay, the
15 Employee may use the time coming to him/her in compensatory at his/her option.

16 3. All hours worked on paid holidays designated by this Agreement shall
17 be compensated at one and a half (1-1/2) times the regular rate of pay in addition to
18 regular pay for the holiday.

19 4. No overtime or compensatory time shall be granted without specific
20 approval in advance by the immediate supervisor.

21 5. Overtime within a department shall be offered in order of seniority,
22 on a rotating basis.

23 F. Flextime: Flextime is the trading of time by the temporary adjustment of the
24 work day or the work week. The time is calculated at straight time (hour for hour).
25 Flextime may be requested by any unit member from their site principal or administrative
26 supervisor. Authorization must be received prior to acquiring flextime in accordance with
27 procedural guidelines. The conditions of Flextime include all of the following:

- 28 1. The request for flexing must be made by the employee, in writing.
- 29 2. The request must identify both the time to be worked and the time to be
30 taken off, in writing.
- 31 3. The employee must obtain prior approval from the site principal or
32 administrative supervisor.

- 1 4. The flexing should not adversely impact other employees or the educational
2 program.
- 3 5. The flexing cannot result in the need for the hiring of substitute employees.
- 4 6. The flexed hours should be reflected on timesheets, rather than allowing
5 inaccurate documents to be generated.
- 6 7. The flexing should be resolved (i.e. flexed hours regained) as soon as
7 possible – and, if at all possible, within the current pay period – to avoid
8 problems of a defacto redefining of work hours, inordinate “banking” of
9 hours or, an employee leaving without owed hours resolved.
- 10 8. Flexed hours that are allowed by one site principal are not transferable to
11 another site principal.

12 G. Shift Differential - Compensation:

13 1. Employees regularly assigned a work shift commencing between 2:00
14 p.m. and 5:00 a.m. shall be paid a shift differential premium. The premium shall be one
15 range higher on the salary schedule.

16 2. An Employee who receives a shift differential premium on the basis of
17 his/her shift shall suffer no reduction in pay, including differential, when assigned
18 temporarily to a day shift. Temporary means any time up to sixty-five (65) consecutive
19 work days.

20 H. Work Schedule: Notwithstanding the adoption of separate work schedules
21 for the certificated and the classified service, on any school day during which pupils would
22 otherwise have been in attendance but are not and for which certificated personnel receive
23 regular pay, classified personnel shall also receive regular pay whether or not they are
24 required to report for duty that day.

25 I. Increase and/or Decrease in Hours:

26 1. Increase in Hours: A permanent classified incumbent shall have first
27 consideration for any increase in hours in his/her established part-time position. If the
28 permanent part-time classified incumbent declines such additional hours, said hours shall
29 be considered a new position. First consideration in filling the position shall be given to
30 permanent classified Employees currently serving in the District.

31 2. Decrease in Hours: A decrease in hours shall constitute a layoff.
32 (See Article XI, Employee Layoffs/Change in Assigned Time.)

1 J. Short-Term Employees: Persons hired for a specific temporary project of
2 short duration which when completed shall no longer be required, shall be classified a
3 short-term Employee.

4 1. The District shall notify the Association in writing of any proposed
5 hiring of short-term Employees and shall indicate the project for which hired and the
6 probable duration of employment at least three (3) days prior to the employment. The
7 Association shall be notified in writing immediately of any change in employment status,
8 nature of project, or duration of project affecting such Employees.

9 2. No Employee shall fill a short-term position or positions for more than
10 one hundred twenty-six (126) working days in any twelve (12) consecutive months.

11 3. Any Employee serving in a short-term position shall be subject to the
12 rules and regulations contained in the articles of this agreement.

13 4. If a short-term position is required for more than one hundred
14 twenty-six (126) days, the position shall become a bargaining unit position and open to
15 promotional opportunities. (See Promotional Opportunities, Article VIII)

16 K. Student Employees: The District shall not employ any students under any
17 secondary school or college work-study program or in any state or federally funded work
18 experience program in any position that would directly or indirectly affect the right of the
19 Association or of any Employee in the bargaining unit.

20 L. Emergency Appointments: The Employer's Human Resource Coordinator
21 may appoint any qualified person to a vacant position for a period of thirty (30) calendar
22 days and not to exceed ninety (90) days.

23 M. Summer School:

24 1. When work normally and customarily performed by bargaining unit
25 Employees is required to be performed at times other than during the regular academic
26 year, the work will be assigned as far as practical to bargaining unit Employees serving in
27 the appropriate classifications. (See Appendix A)

28 2. All hours assigned to an Employee for summer school assignments
29 will be considered "hours in paid status" for the purpose of this Agreement.

30 3. District Employees working in the summer school program will be
31 paid the hourly rate for the position they hold during summer school regardless of their
32 range of pay during the normal school year; however, they will retain the same step

1 during summer school employment that they hold during the normal school year.

2 N. Community Special Events (e.g. Butterfly Parade/Bazaar and Band Festival)

3 1. The process shall be monitored by the Coordinator of Human
4 Resources, and will include a minimum of the following:

5 a. A specific timeline for sign up will be established.

6 b. An event rate of pay will be established for the project.

7 c. All applicants will be notified of outcome.

8 d. If needed, Maintenance and Custodial employees will be included
9 as part of the event staff, and will be paid at their regular rate of
10 pay, per contract.

ARTICLE V
LEAVE POLICIES

A. Paid Sick Leave:

1. Full-time Employees in permanent positions earn paid sick leave at the rate of eight (8) hours per month worked.

2. Part-time Employees shall be entitled to sick leave based on the proportion of the time that he/she works per day in relation to full-time.

3. Sick leave shall accumulate indefinitely. (Ed. Code 45191)

4. Sick leave is granted when an Employee is unable to work because of sickness or disability, including quarantine. With approval of the immediate supervisor, Employees may use sick leave for medical or dental office calls during working hours. An immediate supervisor is the Employee who, by job description, most directly supervises the Employee. Sick leave must be used in one-hour increments.

5. At the beginning of each fiscal year the Employee shall be credited with the number of days of paid sick leave which he/she would normally earn in the ensuing fiscal year. Sick leave up to the amount credited may be used in advance, except the Employees serving an initial probation period may use only six (6) days of paid sick leave during the probationary period. (Ed. Code Section 45191)

6. In order to receive compensation while absent on sick leave, the Employee must notify his/her supervisor of his/her absence within the first working hour on the first day absent, unless conditions make notification impossible.

7. At least one day prior to his/her expected return to work, the Employee shall notify his/her supervisor.

8. The use of accumulated sick leave will be authorized if one of the following is on file: (See Appendix F)

a. Personal verification signed by the Employee that he/she has been ill or injured.

b. Verification signed by a physician that the Employee has been ill or injured.

c. Verification signed by the Employee that because of religious reasons he/she has not consulted a physician but has been treated by someone in a religious sect.

1 9. After exhaustion of paid sick leave, an Employee who is ill or injured
2 may use accumulated vacation leave (and compensatory time, if available).

3 10. Any eligible Employee may convert unused sick leave to retirement
4 credit in accordance with Government Code Section 20963 or its successor if the Employee
5 is filing a request for retirement.

6 11. In accordance with excerpts from California Education Code Section
7 45196 when an Employee is absent from duty on account of illness or injury for a period of
8 one hundred (100) working days or less, whether or not the absence arises out of or in the
9 course of the employment of the Employee, the amount deducted from the salary due in
10 any month in which the absence occurs shall not exceed the sum which is actually paid to
11 a substitute Employee employed to fill the position during the Employee's absence. The
12 one hundred (100) working day period shall begin on the first day of absence for injury or
13 illness, except for industrial accident or illness.

14 B. Industrial Accident and Industrial Illness Leave: (Ed. Code 45192)

15 1. An Employee who is required to be absent due to injury or illness
16 which is found by the Division of Industrial Accidents to be incurred as a result of his/her
17 employment shall be entitled for the first sixty (60) working days of such absence to an
18 amount which when added to his/her disability indemnity will result in a payment to
19 him/her of his/her full salary.

20 2. An Employee who is entitled to a temporary disability indemnity
21 provided by law may after the sixty (60) working days of absence, elect to take as much of
22 his accumulated sick leave, vacation leave, or compensatory time off, as when added to
23 his/her full salary.

24 3. Following expiration of all paid leave privileges, the Employee shall be
25 granted additional rights as provided by the Education Code.

26 4. Any time an Employee on Industrial Accident or illness leave is able to
27 return to work upon approval of his/her physician, he/she shall be reinstated in his/her
28 position at the same placement on the salary schedule.

29 C. Bereavement Leave (Ed. Code 45194)

30 1. The Employee shall be allowed leave with pay when such absences
31 are occasioned by reason of death in the immediate family.

32 2. If out-of-state travel is required because of the death of the

1 Employee's immediate family, the Employee will be entitled to five (5) days bereavement
2 leave. Immediate family includes mother, father, grandfather, grandmother of the
3 Employee or spouse of the Employee, and the son, son-in-law, daughter, daughter-in-law,
4 brother or sister of the Employee, any relative living in the immediate household of the
5 Employee or any other relative permitted by California law.

6 3. If out-of-state travel is not required, the Employee is entitled to three
7 (3) days of bereavement leave, except that five (5) days are permitted for spouse, son,
8 daughter, father and mother. At the Employee's request and with the approval of the
9 Superintendent, the five (5) day leave may apply to other relatives.

10 4. In addition, upon the approval of his/her supervisor, bereavement
11 leave to attend the funeral of a close friend or relative not a member of the immediate
12 family may be granted for the time necessary to attend the funeral; up to one-half day if
13 the funeral is in the Monterey Peninsula area, and up to one (1) day if the funeral is
14 elsewhere, may be granted.

15 5. Leave taken under provisions of this section shall not be deducted
16 from sick leave.

17 D. Jury Duty and Witness Leave:

18 1. Leave of absence for jury duty shall be granted to Employees. The
19 Employee shall receive full pay while on leave provided that the jury service for such leave
20 is assigned to and the subpoena or court certification is filed with the Employer. Request
21 for jury service leave should be made by presenting the official court summons to jury
22 service to the immediate supervisor.

23 2. Leave of Absence shall be granted an Employee when he/she has
24 been served a subpoena to appear as a witness in a court case or administrative
25 proceeding of another governmental jurisdiction. The Employee shall receive full pay
26 during the leave period, provided that the witness fee for such leave is assigned to, and
27 the subpoena or court certification is filed with the Employer. Request for leave of
28 absence to serve a witness should be made by presenting the official court summons to
29 the immediate supervisor.

30 3. An Employee who has received leave of absence under this rule shall
31 make himself/herself available for work during hours when his/her presence is not
32 required in court.

1 E. Absence for Examination: Every Employee in the classified service shall be
2 permitted to be absent from his/her duties during working hours in order to take any
3 examination for promotion in the District without deduction of pay or other penalty,
4 provided that he/she gives two (2) days notice to his/her immediate supervisor.

5 F. Leave of Absence Without Pay:

6 1. Leave of absence without pay may be granted to a permanent
7 classified Employee upon written request of the Employee and the approval of the Board
8 of Education.

9 2. Leave of absence without pay may be granted for any period not
10 exceeding one (1) year, except that leave of absence for military service shall be granted
11 as provided by the Education Code and the Military and the Veterans' Code and leave of
12 absence for service in the Peace Corps may be granted for a period not to exceed twenty-
13 four (24) months.

14 3. The granting of a leave of absence without pay gives the Employee
15 the right to return to his her/position in the same status as at the inception of the leave.

16 4. Failure to report for duty within five (5) working days after a leave
17 expires shall be considered abandonment of the position and the Employee may be
18 terminated.

19 5. If the Employee's classification has been abolished during the
20 Employee's absence, he/she shall be laid off for lack of work and placed on the re-
21 employment list for the class effective the date of termination of leave. He/she may be
22 returned to a vacant position in a class at the same or a lower salary level for which
23 he/she is qualified.

24 G. Leave of Absence for Study or Retraining:

25 1. The Employer's Human Resource Coordinator may, upon request of
26 the Board of Education, determine appropriate training programs to prepare eligible
27 Employees for impending changes in the Employer's operations and recommend such
28 programs to the Board.

29 2. The CSEA Negotiation Team may recommend to the Board classes
30 which should be considered for retraining.

31 3. When the Board approves a leave of absence for study or retraining
32 the Employer's Human Resource Coordinator may establish procedures for administration

1 of the program, including a method whereby the Employer's Human Resource Coordinator
2 may periodically evaluate the progress of a program.

3 H. Personal Necessity Leave:

4 1. During any school year an Employee may elect to use not more than
5 seven (7) days of accumulated sick leave benefits for personal necessity leave. (Ed. Code
6 45207)

7 2. Employees shall not be required to secure advance permission for
8 leave taken for any of the following reasons:

9 a. Death or serious illness of a member of his/her immediate
10 family. (See C.2. for definition of immediate family.)

11 b. Accident involving his/her person or property, or the person or
12 property of a member of his/her immediate family.

13 3. Employees shall be required to secure advance permission from the
14 Superintendent or his/her designee for all personal necessity leave except as provided
15 above. It shall be the responsibility of the Employee to provide proof of personal
16 necessity. The form to be used to request permission and provide proof is attached. (See
17 Appendix G)

18 4. Employees, upon advance notice to their immediate
19 supervisor/administrator in charge, shall be permitted to use one (1) day of the seven (7)
20 days for personal necessity leave without disclosing the purpose or reason for the leave.
21 The date of such leave shall be at the Employee's discretion except that in an emergency
22 situation the Superintendent may limit the number of leaves authorized under this
23 provision.

24 I. Childbirth Leave (Ed. Code 45193): Leaves of absence for disability caused
25 by or contributed to by pregnancy, miscarriage, or childbirth shall be treated the same as
26 leaves for illness, injury, or disability in that Employees shall have the right to use
27 accumulated sick leave. Female Employees may be granted a leave of absence without
28 pay during the child bearing period prior to being temporarily disabled as a result of the
29 pregnancy. The length of the leave of absence, including the date on which the leave
30 shall commence and the date on which the Employee shall resume duties, shall be
31 determined by the Employee and the Employee's physician.

32 J. Child Rearing Leave: Male or female Employees shall be entitled to child

1 rearing leave for the purpose of rearing his/her natural or adopted child. Child rearing
2 leave shall be without pay. Such leave shall remain in effect at least until the end of the
3 first semester following the birth/adoption of the child. No such leave of absence shall be
4 granted for more than one year at a time, nor may it be extended beyond a second year.

5 K. Military Leave: An Employee shall be entitled to any military leave provided
6 by law and shall retain all rights and privileges granted by law arising out of the exercise of
7 military leave.

8 L. Voting Leave:

9 1. If a voter does not have sufficient time outside working hours to vote
10 at a statewide election, the voter may, without loss of pay, take off enough working time
11 which when added to the voting time available outside of working hours will enable the
12 voter to vote.

13 2. No more than two hours of the time taken off for voting shall be
14 without loss of pay. The time off for voting shall be only at the beginning or end of the
15 regular working shift, whichever allows the most free time for voting and the least time off
16 from the regular working shift, unless otherwise mutually agreed upon.

17 3. If the Employee on the third working day prior to the date of election
18 knows or has reason to believe that time off will be necessary to be able to vote on
19 election day, the Employee shall give the Employer at least two working days notice that
20 time off for voting is desired, in accordance with the provision of this section.

21 M. Break in Service: No absence under any paid leave provisions of this article
22 shall be considered as a break in service for any Employee who is in paid status, and all
23 benefits accruing under the provisions of this Agreement shall continue to accrue under
24 such absence.

25 N. Family Medical Leave: In accordance with the Federal Family and Medical
26 Leave Act (FMLA) and the California Family Rights Acts (CFRA), the District will provide
27 family and medical care leave for eligible Employees, as defined.

28 1. Definitions

29 a. 12-Month Period: means a rolling 12 month period measured
30 backward from the date leave is taken and continuous with each additional leave day
31 taken.

32 b. Child: means a child under the age of 18 years of age, or 18

1 years of age or older who is incapable of self-care because of a mental or physical
2 disability. An Employee's child is one for whom the Employee has actual day-to-day
3 responsibility for care and includes a biological, adopted, foster or step-child.

4 c. Serious Health Condition: means an illness, injury,
5 impairment, or physical or mental condition that involves:

6 1) Any period of incapacity or treatment in connection
7 with a hospital, hospice or residential medical care facility;

8 2) Any period of incapacity requiring absence from work of
9 more than three calendar days, that also involves continuing treatment by (or under the
10 supervision of) a health care provider;

11 3) Continuing treatment of a health care provider for a
12 chronic or long-term health condition that is incurable or so serious that, if not treated,
13 would likely result in a period of incapacity of more than three calendar days; or

14 4) Prenatal care by a health care provider.

15 d. Continuing Treatments: means:

16 1) Two or more visits to a health care provider;

17 2) Two or more treatments by a health care practitioner
18 (e.g., physical therapist) on referral from or under the direction of a health care provider;
19 or

20 3) A single visit to a health care provider that results in a
21 regimen of continuing treatment under the supervision of the health care provider.

22 2. Employees Eligible for Leave: An Employee is eligible for leave if the
23 Employee:

24 a. Has been employed for at least 12 months; and

25 b. Has been employed for at least 1,250 hours during the 12-
26 month period immediately preceding the commencement of the leave.

27 3. Reasons for Leave: Leave is only permitted for the following
28 reasons:

29 a. The birth of a child or to care for a newborn of a unit member;

30 b. The placement of a child with a unit member in connection
31 with the adoption or foster care of a child;

32 c. Leave to care for a child, parent, or a spouse who has a

1 serious health condition; or

2 d. Leave because of a serious health condition that makes the
3 unit member unable to perform the functions of his/her position.

4 4. Amount of Leave: Eligible unit members are entitled to a total of 12
5 work weeks of leave during any 12-month period. A unit member's entitlement to leave
6 for the birth or placement of a child for adoption or foster care expires 12 months after the
7 birth or placement.

8 The 12-month period for calculating leave entitlement will be a
9 "rolling period" measured backward from the date leave is taken and continues with each
10 additional leave day taken. Thus, whenever a unit member requests leave, the District will
11 look back over the previous 12-month period to determine how much leave has been used
12 in determining the amount of leave to which a unit member is entitled.

13 5. Unit Member Benefits While on Leave: Leave under this article is
14 unpaid. In addition, while on leave, unit members will continue to be covered by the
15 District's medical, dental, and vision plans. However, unit members will not continue to be
16 covered under life insurance and/or any other non-health benefit plans. Unit members
17 may make the appropriate contributions for continued coverage under the preceding
18 benefit plans by direct payments made to these plans. Unit member contribution rates are
19 subject to any change in rates that occurs while the unit member is on leave.

20 6. Use of Other Accrued Leaves While on Leave: If a unit member uses
21 leave for any reason permitted in Section 2 above he/she must concurrently exhaust all
22 other accrued leaves (except sick leave) in connection with the leave. The exhaustion of
23 other accrued leaves will run concurrently with the leave.

24 If a unit member requests leave for his/her own serious health
25 condition, in addition to concurrently exhausting other accrued leaves, the unit member
26 must also concurrently exhaust sick leave.

27 7. Medical Certification: Unit members who request leave for their own
28 serious health condition or to care for a child, parent, or a spouse who has a serious health
29 condition must provide written certification from the health care provider of the individual
30 requiring care. If the leave is requested because of the unit member's own serious health
31 condition, the certification must include a statement that the unit member is unable to
32 perform the essential functions of his/her position.

1 If the District has reason to doubt the validity of a certification, the
2 District may require a medical opinion of a second health care provider chosen by the
3 District. If the second opinion is different from the first, the District may require the
4 opinion of a third provider jointly approved by the District and the unit member. The
5 opinion of the third provider will be binding. The second and third opinions will be at the
6 District's expense.

7 If a unit member requests leave intermittently (a few days or hours at
8 a time) or on a reduced leave schedule to care for an immediate family member with a
9 serious health condition, the unit member must provide medical certification that such
10 leave is medically necessary. "Medically necessary" means there must be a medical need
11 for the leave and that the leave can best be accomplished through an intermittent or
12 reduced leave schedule.

13 8. Unit Member Notice of Leave: Although the District recognized that
14 emergencies arise which may require unit members to request immediate leave, unit
15 members are required to give as much notice as possible of their need for leave. If leave
16 is foreseeable, at least 30 days notice is required. In addition, if a unit member knows
17 that he/she will need leave in the future, but does not know the exact date(s), e.g., for the
18 birth of a child or to take care of a newborn, the unit member shall inform his/her
19 supervisor as soon as possible that such leave will be needed.

20 9. Reinstatement upon Return from Leave: Upon expiration of leave, a
21 unit member is entitled to be restored to the position of employment held when the leave
22 commenced, or to an equivalent or comparable position.

23 As a condition of restoration of a unit member whose leave was due
24 to the unit member's own serious health condition, which made the unit member unable to
25 perform his/her job, the unit member shall obtain and present a fitness-for-duty
26 certification from the health care provider that the unit member is able to resume work.
27 Failure to provide such certification will result in denial of restoration.

28 10. Required Forms: Unit members must fill out the following applicable
29 forms in connection with leave under this article:

30 a. Request for Family or Medical Leave form prepared by the
31 District to be eligible for leave;

32 b. Medical certification - either for the unit member's own serious

- 1 health condition or for the serious health condition of a child, parent, or spouse;
2 c. Authorization for payroll deductions for benefit plan coverage
3 continuation; and
4 d. Fitness for duty to return from leave certification.

5 11. Rights of Employees upon Return from Leave: An Employee
6 returning to duty following an approved leave of absence, paid or unpaid, shall be
7 returned to the same position held prior to the leave, providing he/she has met the
8 conditions under which the leave was granted and providing that position exists.

9 If, upon return from a paid or unpaid leave, the returning Employee's
10 position has been abolished, the Employee will be placed in another position at the same
11 salary range within his/her class of positions according to seniority within the class of
12 positions or the Employee shall be allowed to apply for any vacant position as an internal
13 applicant.

ARTICLE VI
VACATION POLICIES

A. Vacation Leave: Paid vacation leave accrues as follows:

1. Employees with less than five (5) years of service earn 1.0 day per month worked.

2. Employees with at least five (5) but less than ten (10) years of service earn 1.25 days per month worked.

3. Employees with at least ten (10) years of service but less than fifteen (15) years earn 1.5 days per month worked.

4. Employees with fifteen (15) or more years of service earn 1.66 days per month worked.

5. Vacation leave for part-time Employees shall be prorated. The prorated leave shall be in the same ratio as the number of hours worked, to the nearest half hour, as compared to eight hours. For the purposes of this Article, a "day" is equal to your regular daily assignment.

6. Maximum Vacation Accumulation for Annual Employees:

a. Employees may accumulate, without prior approval, a maximum of two (2) years of vacation days (balance of unused prior year's vacation allotment plus current year's vacation allotment).

b. Employees may, with prior approval of their supervisor, carry over a maximum of two (2) years of earned vacation days from one school year (July 1 - June 30) to the next, providing that a request for use of at least one (1) year of vacation allotment is submitted by May 31st of the current year and the vacation is used by June 30th of the following year.

B. Vacation Schedules:

1. Annual vacation schedules shall be established by mutual agreement between the Employee and his/her immediate supervisor by March 1 or within thirty (30) days after adoption of school calendar by Board of Education. The immediate supervisor shall respond in writing to the request on the appropriate form within twenty (20) working days of receiving the request.

1
2 2. Any days not scheduled in compliance with Section B.1. shall be
3 scheduled with at least thirty (30) days prior request. The immediate supervisor shall
4 respond in writing to the request on the appropriate form within five (5) working days of
5 the employee's request. If agreement cannot be reached, the Superintendent's designee
6 shall mediate a mutually acceptable time for the vacation period.

7 3. If two or more Employees request the same vacation period and their
8 absence will place a hardship on the department/ division, the granting of a vacation
9 schedule shall be based on seniority.

10 4. If for some unforeseen reason an Employee is not permitted to take
11 his/her full annual vacation leave, the amount not taken shall accumulate for use in the
12 next year. Again, days accumulated shall not exceed two (2) years of vacation days
13 unless authorized by prior approval in accordance with A.6.b above.

14 5. If the total number of annual vacation days exceeds two (2) years of
15 vacation days, the excess days shall be paid in full in September, unless carry over is
16 authorized in accordance with A.6.b above.

17 6. The Employer's Human Resource Coordinator shall annually review all
18 vacation records by January 1.

19 C. Payment on Separation of Service: Upon separation from service, the
20 Employee shall be entitled to lump sum compensation for all earned and unused vacation.

21 D. Annual Employee Vacation Schedule: If an Employer approved holiday falls
22 within the Employee's annual vacation schedule the day shall not be charged against the
23 Employee's accrued vacation days.

24 E. Accrued Leave Record: The Employer's Human Resource Coordinator shall
25 provide to each Employee an annual statement indicating the number of days accumulated
26 for vacation and sick leave. The statement will be prepared on or before July 1 and
27 distributed no later than September 15 of the current fiscal year.

ARTICLE VII

HOLIDAYS

A. Additional Holidays: Each day declared a holiday by the President or Governor of the State shall be a paid holiday for classified Employees.

B. Holiday Eligibility:

1. All Employees shall be entitled to paid holidays provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday. (Ed. Code 45203)

2. Regular Employees of the District who are not normally assigned to duty during the school holidays of December 25 and January 1 shall be paid for these two holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday. (Ed. Code 45203)

C. Minimum Day:

1. Classified employees will work their regularly scheduled hours.

2. Classroom aides, upon approval of the site administrator, shall be granted time off without loss of pay only when the instructor and/or students are not in the classroom and no assignment has been made.

D. Shortened Day:

1. The Employee shall be released from his/her regular work scheduled at 3:00 p.m. upon approval of his/her immediate supervisor without loss of pay on the days before New Year's, Easter, and Thanksgiving holiday. All classified Employees shall be released from their regular work scheduled at 12:00 p.m. on the last work day before Christmas holiday. The Employee whose work schedule is other than 8:00 a.m. to 5:00 p.m. shall be given an equivalent amount of time off. The Employee who is not given this release of duty of these days shall be given an equivalent amount of time on another day agreed upon by the Employee and his/her immediate supervisor.

2. Part-time Employees shall be entitled to a pro-rata share of release time by mutual agreement between the Employee and his/her immediate supervisor. (See Holiday Schedule, Appendix K), for formula for shortened day for classified Employees.)

E. Inservice: Inservice release time will be granted to classified Employees by mutual agreement for job related training as the need arises. Such time shall be granted without loss of

1 pay.
2

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1 ARTICLE VIII

2 PROMOTIONS AND TRANSFERS

3
4 A. PROMOTION

5 1. Definition of Promotion: A change in job title that includes a higher
6 pay range.

7 2. Announcement of Vacancies: An announcement of all vacancies
8 within the District shall be posted on the District Web Page and on the bulletin board at
9 each work site, at least five (5) working days in advance of the closing date for filing for
10 the position. The announcement of vacancies may be posted concurrently with newspaper
11 advertisements.

12 a. Vacancy Notices shall include a statement indicating that first
13 consideration will be given to qualified District employees.

14 3. Upon Written Request: an Employee in the District whose work year
15 is less than twelve (12) months shall receive by mail at his/her expense all vacancy
16 announcements which occur between June 15 and August 30.

17 4. Filing: Any Employee in the Bargaining unit may file for vacancy by
18 submitting written notice to the personnel department within the filing period. If a
19 permanent Employee is absent from work during the minimum five (5) day advertisement
20 period and wants to be included as a candidate for the vacancy, he/she must notify the
21 Employer's Coordinator of Human Resources before the scheduled testing date and/or
22 interviews.

23 5. Promotional Opportunities: In all phases in the hiring process for
24 vacancies that arise, Employees within the District shall have first consideration providing
25 they meet the minimum skills requirements of the position as specified in the
26 corresponding job description. Among such Employees, lateral transfers shall be given
27 first consideration.

28 6. Salary Increase for Promotion: An Employee who receives a
29 promotion to a class having a higher salary range within the same job title (i.e., Secretary
30 I to Secretary II) shall be placed on the same step in the new class as he/she was in the
31 class from which promoted. An Employee who is promoted to a class having a higher
32 range but with a different job title (i.e., Food Service I to Secretary I) shall be placed at

1 the step that allows a minimum 5% increase. In no case shall there be less than a 5%
2 raise. The Employee who has been selected shall receive the salary increase on his/her
3 next paycheck.

4 7. Probationary Period: Any employee who promotes to a new position
5 will be evaluated at least twice during the six (6) month probationary period.

6 8. Promotion/Reversion: An employee who receives a promotion shall
7 serve a six (6) month probationary period in the new position. There will be at least two
8 (2) evaluations during the probationary period.

9 a. If the District, using the evaluation process, determines that
10 the employee has not successfully served during the probationary period, the employee
11 shall be reverted to the job classification held immediately prior to the promotion.

12 b. Reversion will not automatically return the employee to the
13 prior job site, department, or specified area and may result in the bumping, displacement,
14 or layoff of less senior employees.

15 B. TRANSFERS:

16 1. Definition of Transfer - A change in assignment with the same
17 classification not involving a change in the rate of pay.

18 2. An Employee may be transferred at his/her request or in the best
19 interest of the Employer, from one position to another in the same class, at the discretion
20 of the Superintendent or his/her designee. Transfers shall be made without change in
21 salary rate, anniversary date, seniority, accumulated sick leave, and accumulated vacation
22 credit.

23 3. No involuntary transfer shall be made until after a meeting between
24 the Employee involved and his/her immediate supervisor. If there is a disagreement in an
25 involuntary transfer the Employer's Coordinator of Human Resources will call a meeting of
26 the Employee, the immediate supervisor, and the Association Negotiating Team
27 Chairperson of the bargaining unit in order to discuss the proposed move. The Human
28 Resources coordinator will render a decision that is in the best interests of all concerned.
29 The decision may be appealed to the Superintendent. The Superintendent's decision will
30 be final.

31 4. Filling of Positions: Whenever a vacancy occurs in an established
32 bargaining unit position, permanent filling of the position shall be in accordance with

1 procedures established in this Agreement. The time frame for permanent filling of a
2 position shall not exceed sixty (60) working days. (Ed. Code 45103)

3 5. Transfer Process: When an existing position becomes vacant, the
4 Employer shall first notify in writing, bargaining unit Employees in the same classification,
5 of the vacancy. Employees serving in the same classification shall have a reasonable
6 opportunity to apply for transfer in writing within five (5) working days. Such employees
7 shall be considered first for the vacant position. If, within the consideration process, it is
8 determined that the employee has been completing the requirements of the classification,
9 in an "Effective–Meets Requirements" manner as documented in Appendix H for a
10 minimum of the most recent one (1) year period and has no limitations that would
11 preclude satisfactory performance in the vacant position, as documented by most recent
12 employee evaluations, then the employee shall be transferred to the vacancy. If more
13 than one employee is eligible for the transfer then the most qualified employee, as
14 recommended by the interview committee, shall be given priority.

ARTICLE IX
EVALUATION PROCEDURES

A. General Provisions:

1. Evaluations: Constructive criticism and disciplinary problems between classified Employees and supervisors must be discussed at the time the issue is pertinent rather than holding it in abeyance until the time of written evaluation. Written evaluations will be made on the appropriate form (Appendix H).

a. Completion Dates for Evaluation: All regular Employees shall be evaluated by their immediate supervisors with input from the lead classified employee or teacher, on the negotiated form (Appendix H) in accordance with the following schedule:

1) Probationary Employees – at least twice during the nine (9) month probationary period.

2) Promotional Employees – at least twice during the six (6) month probationary period.

3) Permanent Employees – at least once every two (2) years

4) If a transfer is made less than forty (40) working days prior to a regular evaluation, the regular evaluation will be made by the former supervisor.

B. Procedure to be Followed:

1. Involvement of Personnel: Staff members being evaluated shall be given a copy of the evaluation form and procedures page by his/her supervisor at the time he/she is noticed of the evaluation conference. The Employee may complete a self-evaluation of his/her work on the negotiated form (Appendix H) and present it to his/her supervisor during the evaluation conference.

2. Evaluation Conference:

a. Upon receipt of notice that an Employee needs to be evaluated the immediate supervisor shall set in advance an evaluation conference. A notice will be given at least two weeks in advance.

b. During the conference, the supervisor and Employee shall review the goals established for the evaluation period just completed.

1 c. Performance evaluation reports shall be made on Appendix H
2 evaluation form, and shall be prepared by the Employee's immediate supervisor. Any
3 "requires improvement" or "not satisfactory" portion of a summary evaluation shall require
4 specific recommendations for improvements and provisions for assisting the Employee in
5 implementing any recommendations made.

6 d. The immediate supervisor shall present the performance
7 evaluation report to the Employee and discuss it with him/her. The evaluation form may
8 be signed by the Employee and he/she shall be given a signed copy. The Employee shall
9 have the right to review and respond in writing to any comments made prior to review by
10 the administration.

11 e. Performance evaluation reports shall be filed in the Employee's
12 personnel records and may be available for review in connection with promotional
13 examinations and disciplinary actions.

14 f. A "Not satisfactory" summary evaluation will be noted in
15 specific outline details by the immediate supervisor in section F on the prescribed
16 evaluation form.

17 C. Special Evaluations: At any time a supervisor may issue a special
18 evaluation to an Employee. An employee may also request a special evaluation one (1)
19 time within the two (2) year evaluation period. Special evaluations shall be made on the
20 prescribed evaluation form and shall set forth specific reasons for recognition of
21 outstanding or unsatisfactory service by the Employee. They shall be delivered to the
22 Employee personally by his/her immediate supervisor whenever practical.

23 D. Not Satisfactory Evaluation Procedure: All personnel evaluations are
24 strictly confidential and for intra-district use only. Any Employee who received a "Not
25 Satisfactory" or "Requires Improvement" Summary evaluation for reasons other than those
26 designated in Education Code 45303, shall be re-evaluated after thirty (30) calendar days.
27 On the basis of incompetence the Employee shall receive at least two (2) consecutive
28 "Not Satisfactory" Summary evaluations before suspension, demotion or dismissal occurs.
29 If two (2) or more unsatisfactory "Not Satisfactory" Summary evaluations are received
30 over a period of two (2) years, suspension, denial of step increases, demotion or dismissal
31 may be considered.

32 E. Appeals: If the Employee is not satisfied with his/her performance

1 evaluation and cannot resolve the problems with the supervisor, the Employee may
2 request a hearing before the Employer's Coordinator of Human Resources. The
3 Employer's Coordinator of Human Resources, along with an Association representative,
4 shall review all necessary facts in the case and make appropriate recommendations to the
5 Employee, the supervisor, and if necessary, the Superintendent. The Employee may file a
6 grievance if any of the above procedures have been violated.

7 F. Personnel Files: The official personnel files of each classified
8 Employee shall be maintained in the Human Resources Office. No adverse action of any
9 kind shall be taken against an Employee based upon materials which are not in the main
10 personnel file.

11 G. Derogatory Material: Employees shall be provided with copies of any
12 derogatory written materials five (5) working days before it is placed in the Employee's
13 personnel file on a permanent basis. The Employee shall be given a reasonable
14 opportunity during normal working hours and without loss of pay to initial and date
15 material and to prepare a written response or grievance regarding such material. The
16 written response shall be attached to the derogatory materials.

17 H. Right to Access: An Employee shall have the right to a reasonable
18 amount of time without loss of pay to examine and/or obtain copies of any material from
19 the Employee's own personnel file with the exception of material that includes records
20 which were obtained prior to the employment of the Employee involved. Employee files
21 may be examined by an Association representative upon written permission by the
22 Employee. (See Article XVII Section 1)

ARTICLE X
GRIEVANCE PROCEDURE

1
2
3
4 A. Purpose: This grievance procedure shall be used to process and receive
5 grievances arising under this Agreement. The grievance process shall not be used for
6 processing appeals for suspensions, demotions or dismissals. (Appeals for suspensions,
7 demotions and dismissals are governed by Education Code Sections 45301 through
8 45308.)

9 B. Grievance: A grievance is defined as a complaint of an Employee, Employer
10 or the Association invoking any violation of this Agreement. It is the intent of the parties
11 to equitably resolve grievances at the lowest possible administrative level. It is the intent
12 of the parties to encourage as informal and confidential an atmosphere as is possible in
13 the resolution of grievances.

14 C. Pre-Grievance Resolution: An Employee may meet with his immediate
15 supervisor at a private conference in an attempt to resolve a complaint informally. The
16 parties may wish to consult with conferees prior to the initial private conference. The
17 complaint need not be in written form.

18 D. Grievance Fact Finding: An Employee and/or the Employer shall have an
19 opportunity to gather documentation in support of a possible grievance.

20 E. Procedure for Grievance: Grievance shall be handled in the following
21 manner:

22 1. Step 1: An aggrieved Employee shall first submit his/her alleged
23 grievance within ten (10) working days after the event or circumstances leading to the
24 alleged violation. The grievance shall be submitted to his/her immediate supervisor orally
25 for an adjustment. If the grievance is not satisfactorily adjusted informally, the grievance
26 may proceed to Step 2.

27 2. Step 2: An aggrieved Employee may present directly or through
28 his/her Chapter representative his/her grievance to his/her immediate supervisor in writing
29 within five (5) working days after Step 1. (See prescribed form, Appendix I) The
30 immediate supervisor shall within three (3) working days after the submission of the
31 grievance reduce to writing his/her response to the grievance. Written response to the
32 grievance shall be submitted to the aggrieved party and the Chapter representative within

1 four (4) working days of the submission of the grievance.

2 3. Step 3: If the grievance is not satisfactorily adjusted by the
3 immediate supervisor, or if the immediate supervisor fails to respond in accordance with
4 Step 2, the Chapter representative may submit the grievance in writing to the next level of
5 supervision within five (5) working days after the immediate supervisor fails to respond in
6 accordance with Step 2. Within five (5) working days after the receipt of the grievance at
7 Step 3, the next level of supervision shall hold a meeting at which the grievant, the
8 Chapter representative and the immediate supervisor of the grievant shall be present to
9 discuss and seek to resolve the grievance. The grievant and the Chapter representative
10 shall be notified in writing of the response at Step 3 within two (2) working days after the
11 meeting.

12 4. Step 4: If the grievance is not satisfactorily adjusted at Step 3 or if
13 the procedures called for at Step 3 are not followed, the Chapter representative shall
14 submit the grievance in writing to the District Superintendent within five (5) working days
15 after the time period called for in Step 3 have passed. Within five (5) working days of the
16 receipt of the grievance at Step 4, the Superintendent shall meet with the grievant and
17 his/her chapter representative in an attempt to resolve the grievance. Within three (3)
18 working days after this meeting, the Superintendent shall deliver to the grievant and the
19 chapter representative the response of the grievance.

20 5. Step 5: If the grievance is not satisfactorily resolved between the
21 Chapter representative and the Superintendent, the Association representative will be
22 called upon to meet with the Superintendent in order to resolve the grievance.

23 6. Step 6: Within fifteen (15) days after the decision of the
24 Superintendent, or his/her designee, the grievant may request in writing that the
25 Association submit his/her grievance to arbitration. Copies of the request for arbitration
26 will be submitted to the Superintendent. Upon receipt of the written request from the
27 Association, the Superintendent or his/her designee shall within two (2) days request the
28 California Mediation Conciliation Service to supply a panel of five (5) names. The
29 Superintendent and the Association shall within ten (10) days either mutually agree upon
30 an arbitrator or strike names until an arbitrator is chosen.

31 a. The fees and expenses of the arbitrator and a court reporter, if
32 requested by either party, shall be borne by the party incurring such expense.

1 time shall any Employee's grievance be discussed with any other Employee except those
2 involved in the grievance procedure. The entire grievance file shall be destroyed within two
3 (2) years from the date of final action.

4 L. Definitions:

5 1. Grievance: A complaint of an Employee, Employer or the Association
6 invoking any violation of this Agreement.

7 2. Grievant: An Employee who files a grievance as defined in this
8 Agreement.

9 3. Immediate Supervisor: An immediate supervisor is the manager or
10 administrator of a program, department or site who, by job description, most directly
11 supervises the Employee. (Note: the assignment of the immediate Supervisor is not
12 negotiable).

13
14 For example:

15 BASRP: District Designated Program Administrator;
16 District Administrator during non school periods.

17
18 Custodial: Site Administrator during school year; District
19 Administrator during non school period.

20
21 Food Service: School Nutrition Director during school
22 year; District administrator during non school periods.

23
24 Maintenance/Grounds: District Administrator

25
26 Transportation: District Administrator

27
28 4. Working Day: Any day in which the District Office is open for
29 business.

30 5. Conferee: Any person of the grievant's choice.

1 ARTICLE XI

2 EMPLOYEE LAYOFFS/CHANGES IN ASSIGNED TIME

3
4 A. Layoff Procedure: Classified Employees shall only be laid off for lack of work
5 or lack of funds; layoff shall be made in inverse order of seniority in the class in which the
6 layoff occurs. The Employee who has been employed the shortest time in the class, plus
7 higher classes, shall be considered to have the least seniority.

8 B. Computation of Seniority: Seniority shall be determined by computing all
9 hours in paid status, whether during the school year, a holiday, recess, or during any
10 period that school is in session or closed, but does not include any compensated solely on
11 an overtime basis.

12 C. Order of Seniority:

13 Employees shall be laid off in the following order:

- 14 1. Emergency, limited term Employees;
15 2. Provisional Employees;
16 3. Probationary Employees;
17 4. Permanent Employees.

18 D. Rights of Laid Off Employees:

19 Permanent Employees in the Classified service shall have the following
20 rights:

21 1. Bumping:

22 a. Bumping to equal or lower class: A permanent Employee in
23 the Classified service who is laid off from a class/classification and who has previous
24 regular service in a higher, equal or lower class shall have the right to bump an Employee
25 with less seniority in that class/classification. Seniority shall include the total of the
26 previous service in the equal or lower classes plus service in the class from which layoff
27 occurs and in higher classes.

28 b. Bumping to higher class: A permanent Employee assigned to
29 a lower classification who has previous service in a higher classification can only use
30 seniority earned in the higher classification to bump an Employee with less seniority in that
31 classification.

32 c. The Employee may continue to bump into lower or higher

1 classes to avoid layoff.

2 d. Dismissal notices shall be given to those Employees with the
3 least seniority.

4 e. To exercise bumping rights the Employee must notify the
5 Employer's Coordinator of Human Resources in writing no later than fourteen (14)
6 calendar days after receiving notice of layoff.

7 f. Any Employee replaced by such demotion has the same option
8 of demotion afforded by this rule as if his position has been abolished or discontinued.

9 E. Reason for Layoff: Layoff shall occur only for lack of work or lack of funds.
10 Lack of funds means the District cannot sustain a positive financial dollar balance with the
11 payment of one further month's anticipated payroll.

12 F. Notice of Layoff:

13 1. A written notice of layoff shall be given to affected Employees no
14 later than forty-five (45) days prior to the effective date of the layoff.

15 2. Copies of layoff notices shall be provided to the Association.

16 G. Reduction in Hours: Any reduction in regularly assigned time shall be
17 negotiated.

18 H. Order of Layoff: The order of layoff shall be based on seniority within that
19 class and higher classes served throughout the District. An Employee with the least
20 seniority within the class plus higher classes shall be laid off first. Seniority shall be based
21 on total number of hours an Employee has been paid in any given class plus higher classes
22 or seniority acquired under Section J, Equal Seniority.

23 I. Layoff in Lieu of Bumping: An Employee who elects a layoff in lieu of
24 bumping maintains his/her re-employment rights under this Agreement.

25 J. Equal Seniority: If two (2) or more Employees subject to layoff have equal
26 class seniority, the determination as to who shall be laid off will be made on the basis of
27 the greater hire date seniority, and if that be equal, then the determination shall be made
28 by lot.

29 K. Reemployment Rights: Laid off persons are eligible for reemployment in the
30 classification from which laid off for a thirty-nine (39) month period and shall be
31 reemployed in the reverse order of layoff. The laid off person's reemployment shall take
32 precedence over any other type of employment, defined or undefined in the Agreement.

1 In addition, they shall have the right to apply for promotional positions within the filing
2 period specified in Article VIII, PROMOTIONS AND TRANSFERS, Section A.4, Filing, of this
3 Agreement and use their bargaining unit seniority therein for a period of thirty-nine (39)
4 months following layoff. An Employee on the reemployment list shall be notified of all
5 promotional opportunities.

6 L. Voluntary Demotion or Voluntary Reduction in Hours or Transfer: The
7 Employer's Coordinator of Human Resources shall meet with the Association and negotiate
8 any voluntary demotion or reduction in hours prior to Employee notification. A permanent
9 classified Employee who will suffer a layoff from lack of work or lack of funds despite the
10 exercising of bumping rights in order to avoid layoff, may accept a voluntary demotion to a
11 vacant position in a lower classification within the class, or transfer to equal classification
12 within the class. In the event the vacated position is reestablished within thirty-nine (39)
13 months, the Employee shall be reinstated to that position. In the event a reduction in
14 hours is agreed to, the affected shall be considered to have been laid off and shall be
15 entitled to all rights and procedures of this article.

16 1. Employees who take voluntary demotions or voluntary reductions in
17 assigned time in lieu of layoff or to remain in their present positions rather than be
18 reclassified or reassigned shall be granted the same rights as persons under section I
19 above and shall retain eligibility to be considered for reemployment for an additional
20 twenty-four (24) months, provided the same tests of fitness under which they qualified for
21 appointment to the class shall still apply.

22 2. Restricted Employees, as defined by Education Code Sections 45105
23 and 45105.1 are not eligible for employment rights.

24 M. Retirement in Lieu of Layoff: Any Employee in the bargaining unit may elect
25 to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in
26 assigned time. Such Employee shall within ten (10) work days prior to the effective date
27 of the proposed layoff complete and submit a form provided by the Employer for this
28 purpose.

29 1. The Employee shall then be placed on a thirty-nine (39) month
30 reemployment list in accordance with Section L of this Article; however, the Employee shall
31 not be eligible for reemployment during such other period of time as may be specified by
32 pertinent Government Code sections.

1 2. The Employer agrees that when an offer of reemployment is made to
2 an eligible Employee retired under this Article, and the Employer receives within ten (10)
3 working days a written acceptance of the offer, the position shall not be filled by any other
4 person, and the returned person shall be allowed sufficient time to terminate his/her
5 retired status.

6 3. An Employee subject to this section who retired and is eligible for
7 reemployment and who declines an offer of reemployment equal to that from which
8 he/she was laid off shall be deemed to be permanently retired.

9 4. Any election to retire after being placed on a reemployment list shall
10 be considered retirement in lieu of layoff within the meaning of this section.

11 N. Seniority Roster: The Employer's Coordinator of Human Resources shall
12 maintain an updated seniority roster indicating Employee's class seniority and hire date
13 seniority. Such rosters shall be available to the Association at any time upon request.

14 O. Notification of Reemployment Opening: Any Employee who is laid off and is
15 subsequently eligible for reemployment shall be notified in writing by the Employer of an
16 opening. Such notice shall be sent by certified mail to the last address given the Employer
17 by the Employee, and a copy shall be sent to the Association by the Employer, which shall
18 acquit the Employer of its notification responsibility.

19 P. Employee Notification to Employer: An Employee shall notify the
20 Employer of his/her intent to accept or refuse reemployment within five (5) working days
21 following receipt of the reemployment notice. If the Employee accepts reemployment, the
22 Employee must report to work within ten (10) working days following receipt of the
23 reemployment notice. An Employee given notice of reemployment need not accept the
24 reemployment to maintain the Employee's eligibility on the reemployment list, provided the
25 Employee notifies the Employer of refusal of reemployment within ten (10) working days
26 from the reemployment notice.

27 Q. Reemployment in Highest Class: Employees shall be reemployed in the
28 highest rated job classification available in accordance with their class seniority. Employees
29 who accept a position lower than their highest class shall retain their original thirty-nine
30 (39) months rights to the higher paid position.

31 R. Improper Layoff: Any Employee who is improperly laid off shall be
32 reemployed immediately upon discovery of the error and shall be reimbursed for all loss of

1 salary and benefits.

2 S. Seniority During Involuntary Unpaid Status: Upon return to work, all time
3 during which an individual is in an involuntary unpaid status shall be counted for seniority
4 purposes not to exceed thirty-nine (39) months, except that during such time the
5 individual will not accrue vacation, sick leave, holidays, other leave benefits.

6 T. Employees on Reemployment List: Employees on a reemployment list shall
7 be given prior consideration for service as substitute Employees at the appropriate
8 substitute rate established by the Employer.

1 ARTICLE XII

2 DISCIPLINARY ACTIONS

3
4 A. Warning Action: Whenever practicable, an Employee whose work is of such
5 character as to incur discipline shall first be warned in writing by his/her supervisor.
6 Disciplinary action shall be imposed on permanent Employees of the bargaining unit only
7 for causes allowed by law.

8 B. Causes for Suspension, Demotion or Dismissal for Disciplinary Reasons:
9 Persons employed in the classified service may be suspended, denied step and longevity
10 increases, demoted, or dismissed for any of the following causes:

11 1. Discourteous treatment of the public or of fellow Employees, or any
12 other willful failure of good conduct tending to injure the public service, or any violation of
13 provisions of the Education Code or of rules, regulations, or procedures adopted by the
14 Board of Education or the Employer's Human Resource Coordinator pursuant to it.

15 2. Refusal to perform required assignments without reasonable cause.

16 3. Dishonesty, habitual drunkenness, acts of moral turpitude, sex
17 offenses, possession or sale of dangerous drugs or marijuana, verbal or physical assault or
18 threat to do bodily harm, or unbecoming conduct.

19 4. Engaging in political activities during his assigned hours of
20 employment.

21 5. Conviction of a serious crime by a court of law, failure to disclose
22 material facts regarding criminal records, false or misleading information on application
23 forms or examinations and employment records concerning material matters.

24 6. Advocacy of overthrow of the Government of the United States or the
25 State of California by force, violence, or other unlawful means.

26 7. Abandonment of position.

27 8. Unauthorized release of information concerning pupils.

28 9. Appropriation of Employer's fund for personal use.

29 10. Unsatisfactory evaluation.

30 11. Failure to submit required employment forms.

31 C. Disciplinary Procedure:

32 1. No Employee in the classified service shall be suspended, demoted,

1 dismissed, or in any way discriminated against because of his/her race, color, sex, national
2 origin, ancestry, age, marital status, political beliefs or affiliations, religious acts, opinions
3 or affiliations.

4 2. Disciplinary actions may be initiated by the immediate supervisor.

5 3. Informal conference: An Employee against whom disciplinary action
6 is to be taken, upon the Superintendent's or designee's request, shall meet with the
7 Superintendent or designee prior to written notification of official charges. The Employee
8 shall be informed orally of the reasons for disciplinary action, the action to be taken by the
9 Employer and be given an opportunity to respond.

10 4. Notice of disciplinary action shall within ten (10) working days of the
11 action be delivered by the Employer's Human Resource Coordinator to each affected
12 Employee or mailed by registered mail to his/her last known address. The notice shall
13 detail the cause and nature of the action, and the Employee's right of appeal, in clear,
14 simple, specific language. A copy of the notice shall be delivered to the Association
15 Negotiation Team within five (5) working days following delivery of notice to the
16 Employee.

17 5. A regular Employee charged with commission of any sex or narcotics
18 offenses as defined in the Education Code by complaint, information, or indictment filed in
19 a court of competent jurisdiction may be suspended as provided in the Education Code.

20 6. Dismissal shall cause removal of the Employee's name from all
21 employment lists.

22 7. An Employee who has received such a notice may appeal the notice
23 through the grievance procedure, and in addition, shall have the option of requesting a
24 lateral transfer under the provisions of this Agreement.

25 D. Emergency Suspension: The Association Negotiating Team and the
26 Employer acknowledge that an emergency situation can occur which involves the health
27 and welfare of the students or Employees. If the Employee's presence would lead to a
28 clear and present danger to the lives, safety, or health of students or fellow Employees,
29 the Employer may immediately suspend without pay the Employee for three (3) working
30 days after service of notification of suspension. The loss of pay under this provision shall
31 be reimbursed if the Employee is exonerated of the charges.

32 1. During the three (3) working days, the Employer shall serve

1 notice and the statement of facts upon the Employee, who shall be entitled to respond to
2 the factual contentions supporting the emergency at Step 4 of the grievance procedure.
3 (See Article X, Grievance Procedure.)

4
5 E. Disciplinary Grievance: Any proposed discipline and any emergency
6 suspension shall be subject to the grievance procedure of this Agreement.

1
2 ARTICLE XIII

3 TRANSPORTATION EMPLOYEE TESTING
4

5 The following is in compliance with the Transportation Employee Testing Act of
6 1991 and its accompanying regulations. The provisions of this Act and this contract
7 language apply to substitute, probationary, and permanent Employees with regard to
8 prohibited behaviors and testing. Disciplinary action as outlined herein applies to
9 permanent Employees and at the District's discretion may or may not be applied to
10 substitute and probationary Employees based upon the District's decision concerning
11 continued employment. Employees to whom these regulations apply include school bus
12 drivers, those employed to maintain and service school buses, and any other Employee
13 who may be hired to drive a commercial motor vehicle as defined by the Federal Highway
14 Administration regulations.

15 A. Safety-Sensitive Positions:

- 16 1. Bus driver, substitute, probationary, permanent
17 2. Any other Employee hired to drive a commercial motor vehicle or
18 otherwise falls under the provisions of the Act.

19 B. Act-Regulated Behaviors

20 1. Safety-sensitive Employees shall not be permitted to work if the
21 supervisor has reasonable suspicion that they are a threat to the safety of themselves and
22 others.

23 2. Such Employees shall not be on duty or remain on duty while having
24 a blood alcohol concentration of 0.02 or greater nor if the Employee tests positive for a
25 controlled substance.

26 3. Such Employees shall not be on duty or operate a commercial vehicle
27 while possessing alcohol or a controlled substance which is not prescribed by a physician
28 for the Employee. Such prescription must not adversely affect the drivers' ability to safely
29 perform their duties.

30 4. Such Employees shall not use alcohol or a controlled substance while
31 performing safety-sensitive functions nor shall they perform such functions within four
32 hours after using alcohol or a controlled substance.

1 5. Such Employees who are required to take a post-accident alcohol test
2 shall not use alcohol for eight hours following the accident or until he/she undergoes a
3 post-accident alcohol test, whichever comes first.

4 6. Such Employees shall not refuse to submit to a post-accident alcohol
5 or controlled substance test nor shall they refuse to submit to random or reasonable
6 suspicion alcohol or controlled substance tests. Not being readily available for such tests
7 can be deemed a refusal.

8 7. Violation of these regulated behaviors can result in Employee
9 discipline and/or dismissal.

10 C. Required Testing:

11 1. Pre-employment - Federal regulation requires pre-employment drug
12 and alcohol testing.

13 a. Any applicant with a verified positive test for controlled
14 substances or an alcohol test with a result indicting an alcohol concentration of 0.02 or
15 greater, or who refuses to submit to pre-employment tests, is not eligible for employment
16 with this Employer.

17 b. The applicant is responsible for the costs associated with pre-
18 employment testing.

19 2. Post-employment - Federal regulation requires post-employment drug
20 and alcohol testing at random, in cases of reasonable suspicion, post accident, at return to
21 duty, and as a follow-up.

22 3. The alcohol and controlled substances initial and confirmatory testing
23 process shall be in accordance with United States Department of Transportation
24 Procedures. Substances tested for include:

- 25 • Amphetamines and Methamphetamines
- 26 • Cocaine
- 27 • Cannabinoids (THC)
- 28 • Opiates (Narcotics)
- 29 • Phencyclidine (PCP)
- 30 • Alcohol

31 4. Costs of Post-Employment Testing - The District will pay for post-
32 employment testing as provided through its participation in any testing consortium. If the

1 District incurs additional costs for re-testing, return-to-duty testing, post-accident testing
2 or follow-up testing and such test produces a positive result, the Employee shall be
3 responsible for payment.

4 D. Disciplinary Action:

5 1. If testing for alcohol is positive with a blood alcohol level between .02
6 and .039, the Employee shall receive a written warning concerning his/her problem.
7 Additionally, the Employee shall be informed of any other actions which could follow and
8 he/she shall be placed on sick leave for the remainder of the day. The Employee shall not
9 return to duty until the next regularly assigned duty hours (24 hours). If the prohibited
10 behavior continues the Employee will be referred to the Assistance Superintendent for
11 Business Services, who, after consultation with CSEA, may require the Employee to
12 participate in the Employee Assistance Program. Re-testing shall occur within twenty-four
13 hours prior to the Employee's return to work.

14 Any further such test result shall result in the Employee being
15 disciplined according to District policy and contract provision and may result in dismissal.
16 The Employee shall not be permitted to drive home or elsewhere in any vehicle if testing
17 reveals a blood alcohol level of .02 or above. The District shall offer advice or assistance in
18 this circumstance.

19 2. If testing for controlled substances reveals a blood alcohol level of .04
20 or above or is positive for drugs, the Employee shall be suspended without pay. The
21 Employee may choose to utilize earned sick leave. Further, the Employee shall be required
22 to report immediately to the Employee Assistance Program for evaluation. Refusal to
23 participate in the evaluation and any resulting required programs shall cause the Employee
24 to be disciplined and may include dismissal. Employees who test positive for drugs and/or
25 alcohol at the .04 or above level, shall be required to submit to periodic testing while
26 participating in, and for a period of up to twelve (12) months after completion of, the
27 Employee Assistance Program. If positive testing recurs during this time, the Pacific Grove
28 Unified School District shall institute disciplinary action which may include dismissal.

29 The District may require an Employee who has tested positive for
30 drugs or alcohol at .04 or above to attend therapy, counseling, and/or group meetings in
31 addition to the Employee Assistance Program for a period of up to twelve (12) months.

32 The Employee shall successfully complete the Employee Assistance

1 Program and provide written documentation from his/her counselor/medical advisor to the
2 Assistant Superintendent for Business Services. This written documentation shall be
3 submitted prior to consideration for written approval for the Employee to return to work.

4 E. Costs of Treatment/Rehabilitation:

5 1. The Employee shall be responsible for costs incurred as a result of
6 participation in the Employee Assistance Program, therapy or counseling required by the
7 provisions of this Act. The Driver may utilize the benefit component of any Employee
8 assistance program that the Driver may have as an Employee of the Employer; however,
9 the Driver shall be responsible for all deductibles, co-payments, limitations, etc., that may
10 apply.

1 ARTICLE XIV

2 CONTRACTING OUT

3

4 A. Provisions: Contracting out work shall be in accordance with the provisions
5 of the Education Code and applicable law.

6 B. Policy: The District shall not transfer bargaining unit work to any outside
7 agency without first notifying the Association and negotiating the effect of the proposed
8 transfer of work prior to implementation.

ARTICLE XV
ORGANIZATIONAL SECURITY
AGENCY SHOP

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4
5 A. General Provisions: The Association shall have the sole and exclusive right
6 to have membership dues, service fees, or "religion exception" fees deducted from payroll
7 warrants of Employees by the District. The District, when drawing an order for salary or
8 wage payment for Employees, shall deduct above dues or fees in accordance with the
9 current CSEA dues and service fee schedule and in compliance with this Article. The
10 District shall pay the Association, within fifteen (15) days of the deduction, all sums so
11 deducted.

12 B. Dues Deduction: As of the date of this agreement, the District shall, when
13 drawing an order for salary or wage payment for any Employee, reduce the order for
14 payment of dues, service fees, or "religious exception" fee to the Association in the same
15 amount and in accordance with the CSEA schedule for dues and service fees.

16 1. Each Employee shall be given the option of joining the Association,
17 paying the service fee for services rendered by the Association, or filing a Request for
18 Religious Exception and Payment of Charity Fee in accordance with B.2, B.2.a, and B.2.b.
19 below. (See Informational Note below)

20 a. A form shall be provided by the Association for the Employee
21 to indicate his/her choice of the options as indicated above. Should the Employee fail to
22 complete a form within thirty (30) days, the amount deducted from his/her salary or wage
23 payment shall be considered to be a service fee. The Employee may change his/her
24 choice at any time by filing the appropriate form with the Employer's Human Resource
25 Coordinator, indicating the new choice. The Employer's Human Resource Coordinator shall
26 notify the Association of any requested change within ten (10) days of the request.

27 b. The Employee shall be informed that he/she may pay his/her
28 dues or service fees directly to the Association in lieu of payroll deduction. However,
29 payment in such manner shall not abrogate the Employee of the requirement of payment
30 of dues, service fees, or religious exception fees. If the Employee fails to remit dues or
31 fees as set forth in this section, he/she forfeits the right to pay directly to the Association,

1 and the District shall, upon request of the Association, deduct dues or fees as set forth
2 herein.

3 2. If an Employee belongs to a recognized religious sect which does not
4 permit its members to pay a representational fee to, or belong to, any Employee
5 organization, an amount equal to the representational fee (dues) which would have been
6 paid will be deducted from the Employee's salary or wages in accordance with b. above.
7 Such fee shall be known as "religious exception" fee and shall be contributed to a charity
8 of the Employee's choice, including, but not limited to, American Cancer Society, Muscular
9 Dystrophy Fund, Cerebral Palsy Fund, Multiple Sclerosis Fund, the American Heart
10 Association, and the American Red Cross. Should the unit member wish his/her fee to be
11 contributed to a charity other than the above, approval must first be given by the
12 Association.

13 a. Determination of an Employee's eligibility for religious exception shall
14 be made by the Association following receipt of the request for Religious Exception and
15 payment of Charity Fee Form. The form shall include the Employee's name and
16 classification, date of hire, religious affiliation for which exemptions claimed, and a
17 statement indicating to the Employee that his/her signature indicates he/she is and has
18 been a member of the religious organization named and that organization will not permit
19 payment of dues or fees to an Employee organization. The Association may require any
20 other proof as it deems necessary to assure the validity of the claim and request. The
21 request form shall be forwarded to the Association within five (5) days of its completion by
22 the Employee.

23 b. If the Association determines a unit member's claim and request
24 for religious exception is not valid, the unit member and the District shall be so notified
25 within five (5) days that the request is rejected and dues or service fees shall deducted in
26 accordance with this Article.

27 C. Hold Harmless Clause: The Association shall indemnify, defend, and hold
28 the District harmless from any and all claims, demands or suits, or any other action arising
29 from the operation of this Article.

30
31 (Informational Note: Effective January 1, 2001, Government Code Sections 3540.1, 3543 and 3583.5 require that all
32 employees join the Association or pay the Association a service fee as a condition of continued employment.)

ARTICLE XVII

OTHER EMPLOYEE RIGHTS

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- A. Personnel Files: Employees may authorize a CSEA Representative to sign out, view and copy their personnel file in the Personnel Office. Request for access must be made in writing to the Employer’s Coordinator of Human Resources.
- B. The No Child Left Behind Act:
 - 1. The District will work with CSEA to make available a county or state developed assessment instrument designed to meet the No Child Left Behind Act (NCLB) compliance requirements.
 - 2. The district shall notify unaffected unit members of future testing dates in order to provide opportunities to meet the qualifications for Title I funded classifications affected by NCLB compliance requirements.

1 ARTICLE XVIII

2 BEFORE AND AFTER SCHOOL RECREATION PROGRAM

3
4 It is hereby agreed that the following information shall define current operations of the
5 District's Before and After School Recreation Program (BASRP)

6
7 It is agreed that changing positions from the above shall only occur following
8 contractual discussions and agreement with CSEA leadership. It is recognized,
9 however, that the District may authorize an individual in one of the positions to flex the
10 beginning and ending times as long as the total hours worked remains unchanged and
11 the flexing does not create an adverse impact on other employees in the program. It is
12 agreed that such flexing does not constitute a permanent change in the position.

13
14 Use of Substitutes:

15 Substitutes are only used in approved positions which have for some reason become vacant,
16 usually due to illness or short leave, or are in the process of being filled through the regular
17 employee hiring process. When such a short term vacancy exists, attempts will first be made
18 to determine whether any other regular BASRP employee would like to temporarily add the
19 open assignment to their work schedule. If not, then use of outside substitutes is appropriate
20 until the vacancy is closed. A process will be established to allow regular BASRP employees to
21 state to their leader whether they have interest in substituting in hours outside of their regular
22 hours.

23
24 Assignment of Summer Program Hours:

25 It is agreed that the following is the process for the filling of Summer Program hours in
26 the BASRP.

27
28 Priority 1

29 Twelve (12) month BASRP Employees who shall work the same number of hours that
30 they work during the regular school year. If less hours are needed than in the regular
31 school year then the employee layoff procedure (Article XI) shall be followed to reduce
32 staff.

33
34 Priority 2

35 If additional summer school hours are available, any regular BASRP employee who was
36 laid-off all, or a portion, of their hours during the regular school year, shall be offered
37 those hours during the summer.

38
39 Priority 3

40 Any regular BASRP employees whose hours were reduced through a voluntary
41 reduction that resulted from a layoff process shall be offered hours equivalent to those
42 reduced hours in addition to their regular hours, if such hours are available.

43
44 Priority 4

45 Remaining hours shall be offered to regular twelve (12) month BASRP employees in the
46 order of their seniority in the BASRP.

1 Priority 5
2 Remaining hours shall be offered to regular one hundred and eighty (180) day BASRP
3 employees in order of their seniority in the BASRP.

4
5 Priority 6
6 If any hours still remain, a formal application and selection process will be conducted.
7 Selection shall be based on applicant qualifications and appropriateness for the
8 position.

9
10 Staffing Ratio:

11 It is agreed and understood that the BASRP is not under a mandatory State or Federal
12 staffing ratio, but rather has established a practice of staffing to a local ratio. This
13 practice calls for one staff member per 12 kindergarten students and one staff member
14 per 15 first through fifth grade students. The ratio may be exceeded for short times
15 within the course of the day, due to periods of staff or enrollment fluctuations that may
16 occur. No regulatory issues are created by such fluctuations. Efforts shall be made to
17 ensure that, even with such fluctuations, the ratios do not exceed 15:1. The leaders
18 will be counted in the ratio if they are on site and available to assist with supervision

19
20 Staff Work Year:

21 All new attendants hired on or after August 23, 2004, shall be employed for 180 days.
22 One leader shall be employed for 12 months and be responsible for overall coordination
23 of both the regular school year and the summer programs. The second leader shall be
24 employed for 10 months and be responsible for assisting with startup and closedown
25 activities for the regular school year program. The actual days to be worked shall be
26 coordinated between the two leaders. (Section added Oct. 2005)

27
28
29

APPENDICES

Pacific Grove Unified School District
Classified Job Titles

Office Manager	39		Maint. & Op Foreman	59	
Administrative Assistant IV	39		Maintenance III	47	
Administrative Assistant III	37		Maintenance II	43	
Administrative Assistant II	35				
			Grounds	37	
Account Clerk III	39				
Account Clerk I	34		Custodian III	38	
			Custodian II	37	
Data Processing/Personnel Assistant	34		Custodian I	35	
Library Media Tech III (Previous Library Clerk III)	35		Utility Worker	37	
Library Media Tech II (Previous Elementary Manager)	33				
Library Media Tech I (Previous Library Clerk II)	31		Transportation Foreman	42	
			Bus Driver (Omit I & II)	38	
Clerk III (Includes previous MS Registrar/Attendance)	33				
Clerk II	31				
Clerk I	30		Food Service Assistant III	31	
			Food Service Assistant II	30	
Career Technician	42		Food Service Assistant I	28	
Computer Lab Instructional Technician II (Previous Elementary Computer Specialist)	33		Recreation Coordinator	37	
Computer Lab Instructional Technician I (Previous Computer Aide)	31		Recreation Leader	36	
			Recreation Attendant	26	
Instructional Assistant (Special Ed)	31				
Instructional Assistant (Title I)	31		Campus Supervisor	29	
Instructional Assistant I (Reg. Ed. & PE)	30				
			Noon Duty Supervisor	25	
	Administrative Assistant	Clerk	Maintenance	Custodial	Grounds
Substitute rate:	32	25	36	30	30
Retiree substitute rate:	33	28	43	35	37
** Night pay differential rate where applicable is equivalent to one range increase and includes Adult School Administrative Assistant positions.					

PACIFIC GROVE UNIFIED SCHOOL DISTRICT							
CLASSIFIED SALARY SCHEDULE							
PERS PICK-UP		2008/2009					
SCHEDULE A-1							
RANGE	A	B	C	D	E	F	HR.EQUIV.A*
20	1986	2097	2212	2319	2432	2547	11.41
21	2042	2149	2260	2373	2495	2612	11.74
22	2097	2212	2319	2432	2547	2675	12.05
23	2149	2260	2373	2495	2612	2743	12.35
24	2212	2319	2432	2547	2675	2826	12.71
25	2260	2373	2494	2612	2743	2887	12.99
26	2319	2432	2547	2675	2826	2955	13.33
27	2373	2494	2612	2743	2887	3034	13.64
28	2432	2547	2675	2826	2955	3111	13.98
29	2494	2612	2744	2887	3034	3194	14.33
30	2547	2674	2827	2955	3111	3256	14.64
31	2612	2743	2887	3034	3194	3349	15.01
32	2674	2826	2956	3111	3256	3436	15.37
33	2743	2886	3035	3194	3349	3525	15.76
34	2826	2955	3112	3256	3436	3612	16.24
35	2886	3034	3194	3349	3525	3694	16.59
36	2955	3111	3257	3436	3612	3795	16.98
37	3034	3193	3350	3525	3694	3878	17.44
38	3111	3256	3437	3612	3795	3977	17.88
39	3193	3349	3526	3694	3878	4080	18.35
40	3256	3436	3613	3795	3977	4185	18.71
41	3349	3525	3695	3878	4080	4285	19.25
42	3435	3611	3796	3977	4185	4401	19.74
43	3524	3694	3879	4080	4286	4510	20.26
44	3611	3795	3978	4185	4401	4621	20.75
45	3694	3878	4081	4286	4510	4722	21.23
46	3795	3976	4186	4401	4621	4853	21.81
47	3877	4079	4287	4510	4722	4977	22.28
48	3976	4184	4402	4621	4853	5098	22.85
49	4079	4285	4511	4722	4977	5225	23.44
50	4184	4400	4622	4853	5098	5359	24.05
51	4285	4510	4723	4977	5226	5488	24.63
52	4400	4620	4855	5098	5359	5631	25.29
53	4509	4722	4978	5226	5488	5762	25.92
54	4620	4853	5099	5359	5631	5918	26.55
55	4721	4976	5227	5488	5762	6068	27.13
56	4853	5098	5360	5631	5918	6215	27.89
57	4976	5225	5489	5762	6068	6360	28.60
58	5097	5358	5633	5918	6215	6518	29.30
59	5225	5487	5764	6068	6361	6680	30.03
*****	*****	*****	*****	*****	*****	*****	*****
*COMPUTED ON BASIS OF 21.75 WORK DAY PER MONTH, 8 HOURS PER DAY.							
LONGEVITY: A LONGEVITY INCREASE IN THE AMOUNT OF 3% WILL BE GRANTED FOR							
10,15, 20 AND 25 YEARS OF SERVICE. LONGEVITY INCREMENTS SHALL BE GRANTED							
ON THE ANNIVERSARY OF THE INITIAL DATE OF EMPLOYMENT.							
Increase 2% effective 7-1-2002, 3.13% increase effective 7-1-2003, 04/05 increase added to employee benefits.							
Increase of 5.36% effective 7-1-2005. Increase of 5% effective 7-1-2006, Increase of 3.69% effective 7-1-2007							
Increase of 2.0% effective 7-1-2008							
Salary schedule effective 7-1-2007							

PACIFIC GROVE UNIFIED SCHOOL DISTRICT							
NO PERS CLASSIFIED SALARY SCHEDULE							
SCHEDULE A		2008/2009					
RANGE	A	B	C	D	E	F	HR.EQUIV.A*
20	2085	2196	2317	2432	2549	2674	11.98
21	2141	2254	2371	2488	2617	2737	12.31
22	2196	2317	2432	2549	2674	2811	12.62
23	2254	2372	2488	2617	2737	2876	12.96
24	2317	2432	2549	2674	2811	2965	13.32
25	2372	2488	2617	2736	2876	3027	13.63
26	2432	2549	2674	2811	2965	3100	13.98
27	2488	2617	2736	2876	3027	3183	14.30
28	2549	2674	2811	2965	3100	3266	14.65
29	2617	2737	2876	3027	3183	3346	15.04
30	2674	2811	2964	3100	3266	3415	15.37
31	2737	2876	3027	3183	3346	3512	15.73
32	2811	2965	3100	3268	3415	3603	16.16
33	2876	3027	3182	3346	3512	3700	16.53
34	2965	3100	3265	3415	3603	3787	17.04
35	3027	3183	3346	3512	3700	3876	17.40
36	3100	3266	3414	3603	3787	3981	17.82
37	3183	3346	3511	3700	3876	4069	18.29
38	3266	3415	3602	3786	3981	4170	18.77
39	3346	3512	3699	3875	4069	4278	19.23
40	3415	3603	3786	3980	4170	4393	19.63
41	3512	3700	3875	4069	4277	4498	20.18
42	3603	3787	3980	4170	4393	4617	20.71
43	3700	3876	4069	4277	4497	4732	21.26
44	3787	3981	4170	4392	4617	4849	21.76
45	3876	4069	4277	4497	4732	4956	22.27
46	3981	4170	4392	4617	4849	5097	22.88
47	4069	4277	4497	4731	4956	5220	23.39
48	4170	4393	4616	4848	5097	5346	23.97
49	4277	4498	4731	4955	5220	5485	24.58
50	4392	4617	4848	5097	5346	5622	25.24
51	4497	4732	4955	5220	5485	5756	25.85
52	4617	4849	5096	5345	5622	5911	26.53
53	4732	4956	5220	5485	5755	6044	27.19
54	4848	5097	5345	5622	5911	6210	27.86
55	4956	5220	5484	5755	6044	6363	28.48
56	5097	5346	5621	5911	6209	6520	29.29
57	5220	5485	5755	6044	6363	6673	30.00
58	5345	5622	5910	6209	6520	6839	30.72
59	5485	5755	6043	6363	6673	7008	31.52
*****	*****	*****	*****	*****	*****	*****	*****
*COMPUTED ON BASIS OF 21.75 WORK DAY PER MONTH, 8 HOURS PER DAY.							
LONGEVITY: A LONGEVITY INCREASE IN THE AMOUNT OF 3% WILL BE GRANTED FOR							
10,15, 20 AND 25 YEARS OF SERVICE. LONGEVITY INCREMENTS SHALL BE GRANTED							
ON THE ANNIVERSARY OF THE INITIAL DATE OF EMPLOYMENT.							
Increase 2% effective 7-1-2002, 3.13% increase effective 7-1-2003, 04/05 increase added to employee benef							
Increase of 5.36% effective 7-1-2005, Increase of 5% effective 7-1-2006, Increase of 3.69% effective 7-1-20							
Increase of 2.0% effective 7-1-2008							
Salary schedule effective 7/1/08							

SUGGESTED AREAS FOR PROFESSIONAL GROWTH COURSES

A Professional Growth Award is earned by completion of nine (9) approved units.

Work Related Studies (Revised 12/06)**Area 1: Courses open to all employees regardless of current job assignment:**

- Bookkeeping/Accounting
- Child, Family and Community Relations
- Computer and Software courses
- CPR
- English
- First Aid
- Human Relations
- Mathematics/Statistics
- Nutrition
- Principals of Management
- Psychology
- Public Relations
- Telephone Etiquette
- Typing/Keyboarding
- Inservice Workshops sponsored by the District
- Approved correspondence courses

Area 2: Courses open to Maintenance, Grounds and Operations Families:

- Basic Custodial Training
- Heating/Plumbing and Furnace Equipment Repair and Operation
- Horticulture
- Landscape Gardening
- Preventive Maintenance
- Use of Pesticides and Insecticides

Area 3: Courses open to Food Service Families:

- Food Safety Certification
- Food Service Management

Area 4: Courses open to Instructional Assistant, Library, Computer and BASRP Families:

- Administration and Supervision of Programs for Young Children
- Art, Music and Science for the Young Child
- Child Care
- Child Development
- Classroom Techniques
- Introduction of Child Psychology
- Introduction to High School/Elementary Curriculum
- Principals of Working with Young Children
- Library Training (Library only)

Area 5: Courses open to Administrative and Clerical Families:

- Business Coursework
- Data Processing
- Office Procedures
- Payroll Record Keeping
- Personnel Management
- Transcription

Other courses, including General Education Courses to complete College Degree, may be approved for work related if approved by Employee's Administrative Supervisor and by the Professional Growth Committee.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Professional Growth Credit Form for Classified Employees

INSTRUCTIONS: *Submit one copy. List only one course on each application; submit to the Professional Growth Committee **prior to undertaking course.***

Name Date

Applicant School/Department Position

Course/Workshop Title and Number Units Hours

Name of School Where Course is Given Beginning/Ending Dates of Course

Course Description (Attach Copy of Catalog or Course Offering):

Work Related (check one) Yes _____ No _____

If Work Related, Please Explain Why: _____

Supervisor's Comments: _____

Supervisor's Signature
(not required for courses listed in Appendix C)

COMMITTEE ACTION

Date of Action _____ Units/Hours Approved _____ Work [] General []

Comments: _____

Return application to Professional Growth Committee with verification of completion of coursework, certificate, transcript, or grade print out.

A signed certificate of completion or transcript MUST accompany this form.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Decimal Equivalents of Average Daily Hours Worked to Monthly Salary

Hours of Employment	Full Time Equivalent
1/4	.03125
1/2	.06250
3/4	.09375
1	.12500
1-1/4	.15625
1-1/2	.18750
1-3/4	.21875
2	.25000
2-1/4	.28125
2-1/2	.31250
2-3/4	.34375
3	.37500
3-1/4	.40625
3-1/2	.43750
3-3/4	.46875
4	.50000
4-1/4	.53125
4-1/2	.56250
4-3/4	.59375
5	.62500
5-1/4	.65625
5-1/2	.68750
5-3/4	.71875
6	.75000
6-1/4	.78125
6-1/2	.81250
6-3/4	.84375
7	.87500
7-1/4	.90625
7-1/2	.93750
7-3/4	.96875
8	1.0000

The above equivalents are used only when average hours worked per day are for Monday through Friday every week.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

CLASSIFIED ABSENCE REPORT

Employee: _____ Date(s) Absent: _____

School or Work Center: _____

CHECK REASON FOR ABSENCE AND EXPLAIN IN SPACE PROVIDED:

- | | |
|--|--------------------------------|
| _____ Sick Leave | _____ Personal Necessity Leave |
| _____ Industrial Accident or Illness Leave | _____ Childbirth Leave |
| _____ Bereavement Leave | _____ Child Rearing Leave |
| _____ Jury Duty or Witness Leave | _____ Vacation Leave |
| _____ Absence for Promotional Examination | _____ Military Leave |
| _____ Leave of Absence without Pay | _____ Voting Leave |
| _____ Leave of Absence for Study or Retraining | _____ Other _____ |

<input type="checkbox"/>	I certify that during my absence I was ill or injured and unable to work.
<input type="checkbox"/>	Attached is a doctor's verification of illness.
<input type="checkbox"/>	I certify that I have not consulted a physician but was treated by someone in a religious sect.

Approved Disapproved

Employee's Signature Date

Supervisor's Signature Date

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
Request for Personal Necessity and Vacation Leave

To: Superintendent or Designee

Personal Necessity Leave is requested on _____
date/dates

for the following purpose (seven days per school year limit):

A. _____

B. _____ I have contacted the Superintendent or his/her designee for
confidential reasons.

It is not possible for me to accomplish the above during non-working hours. I
authorize use of accumulated sick leave benefits.

- - - OR - - -

Vacation Leave is requested on _____.
date/dates

Signature of Employee

Your request is: Approved Disapproved

Signature of Superintendent/Designee

PGUSD PERFORMANCE EVALUATION REPORT

Classified Personnel

Employee Name
Classification
If unscheduled report, check here <input type="checkbox"/>

Location	
Employee Status	
Due Date	

Section A				
a	b	c	d	e
NOT SATISFACTORY	REQUIRES IMPROVEMENT	EFFECTIVE – MEETS REQUIREMENTS	EXCEEDS REQUIREMENTS	FACTOR CHECK LIST Immediate Supervisor Must Check Each Factor in the Appropriate Column
QUALITY OF WORK				
				1. Knowledge of Work
				2. Problem Solving
				3. Planning and Organizing
				4. Job Skill Level
WORK ATTITUDE				
				5. Initiative
				6. Goal Oriented
				7. Motivation
				8. Self Reliance
				9. Resourceful
				10. Accepts Responsibility
				11. Accepts Direction
				12. Accepts Change
				13. Effectiveness Under Stress
ATTITUDE TOWARD OTHERS				
				14. Public Contacts
				15. Pupil Contacts
				16. Employee Contacts
Checks in Column (a) must be explained in Section F				

Section B				
a	b	c	d	e
NOT SATISFACTORY	REQUIRES IMPROVEMENT	EFFECTIVE – MEETS REQUIREMENTS	EXCEEDS REQUIREMENTS	FACTOR CHECK LIST Immediate Supervisor Must Check Each Factor in the Appropriate Column
DEPENDABILITY				
				17. Observance of Work Hours
				18. Attendance
				19. Meeting Deadlines
				20. Completes Assigned Tasks
				21. Works Independently
OTHER				
				22. Compliance with Rules
				23. Safety Practices
				24. Appearance of Work Station
				25. Operation/Care of Equipment
FACTORS FOR LEAD EMPLOYEES				
				26. Planning & Organizing
				27. Scheduling & Coordinating
				28. Training & Instructing
				29. Productivity
				30. Evaluating Subordinates
				31. Judgments & Decisions
				32. Leadership
				33. Operational Economy
				34. Supervisory Control
Checks in Column (a) must be explained in Section F				

Instructions for use of the Performance Evaluation Report Form:

In compliance with the CSEA contract, the following guidelines should be followed:

1. Markings and comments shall be typed or written in ink. ALL SIGNATURES shall be in ink.
2. If space for comments is inadequate, similarly dated and signed attachments may be made (either typewritten or in ink).
3. Due dates shall be observed per the contract, and are particularly important for final probationary reports.
4. Probationary Employees shall be evaluated by their immediate supervisor at least twice during the nine month probationary period. Promotional Probationary Employees shall be evaluated by their immediate supervisor at least twice during the six month probationary period.
5. Permanent Employees shall be evaluated by their immediate supervisor at least once every two years.
6. Special Evaluations may be requested by the employee one time within the two year evaluation period. A supervisor may issue a special evaluation at any time.
7. All performance evaluation reports in an employee's personnel file are subject to review by the principal or manager whenever an employee is requesting promotion or transfer.

Revised: 1/10/06

Original to Human Resources. Copy to Employee

PERFORMANCE EVALUATION REPORT

Classified Personnel

Page 2

Section C	Record job STRENGTHS & superior performance.		
Section D	Record PROGRESS ACHIEVED in attaining previously set goals for improved work performance.		
List previously set goals here:			
Section E	Record specific GOALS or improvement programs to be undertaken during the next evaluation period.		
Section F	Record specific AREAS FOR GROWTH or job behavior requiring improvement or correction. (Explain checks in column A)		
Section G	Record summary of employee's OVERALL JOB PERFORMANCE .		
Summary Evaluation – Check Overall Performance			
<input type="checkbox"/> Not Satisfactory <small>(Can only be marked following a "requires improvement" summary evaluation)</small>	<input type="checkbox"/> Requires Improvement <small>(Re-evaluate in 30 days) (Not eligible for promotion/transfer)</small>	<input type="checkbox"/> Effective – Meets Requirements <small>(Eligible for promotion/transfer)</small>	<input type="checkbox"/> Exceeds Requirements <small>(Eligible for promotion/transfer)</small>
PROBATIONARY EMPLOYEE: <input type="checkbox"/> I DO <input type="checkbox"/> I DO NOT recommend this employee to be granted permanent status.			
Evaluator's Signature:			Date:
Employee: I certify that this report has been discussed with me. I understand my signature does not necessarily indicate agreement. A statement <input type="checkbox"/> is <input type="checkbox"/> is not appended hereto.			
Employee's Signature			Date:

Instructions for use: Performance Evaluation Report Form

In compliance with the CSEA contract, the following guidelines should be followed:

1. Markings and comments shall be typed or written in ink. ALL SIGNATURES shall be in ink.
2. If space for comments is inadequate, similarly dated and signed attachments may be made (either typewritten or in ink).
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5. Permanent Employees shall be evaluated by their immediate supervisor at least once every two years.
6. Special Evaluations may be requested by the employee one time within the two year evaluation period. A supervisor may issue a special evaluation at any time.
7. All performance evaluation reports in an employee's personnel file are subject to review by the principal or manager whenever an employee is requesting promotion or transfer.

Section B: Mark one column for each factor. Column (e) may be checked when a factor is not considered applicable to a particular job. Each mark in column (a) requires specific explanation in Section F.

Section C: May be used to describe outstanding qualities or performances, particularly when marks in Column (d) do not seem adequately descriptive.

Section D: Use to record progress or improvements in performance resulting from employee's efforts to reach previously set goals.

Section E: Record performance goals for the next evaluation period.

Section F: Give specific reasons for marks in Column (a). Explanation of marks in Column (b) are optional. Record here any other specific reasons why the employee should not be recommended for permanent status, or if the employee is already permanent, any specific reasons for required improvement.

Section G: Summarize overall job performance.

Instructions for use of the Performance Evaluation Report Form:

Continued

SUMMARY EVALUATION: Check the overall performance here, taking into consideration all factors and total performance over the full period of service being evaluated.

Not Satisfactory: Performance clearly inadequate in one or more critical factors as explained or demonstrated in Section F. Employee has demonstrated inability or unwillingness to improve or to meet requirements. Performance not acceptable for position held. (Note: Such summary evaluation bars the employee from promotions or transfers for one year.)

Requires Improvement: Total performance periodically or regularly falls short of normal requirements. Specific deficiencies should be noted in Section F. This evaluation indicates the supervisor's belief that the employee can and will make the necessary improvements. Employee will be re-evaluated in 30 days.

Effective – Meets Requirements: Consistently competent performance meeting or exceeding requirements in all critical factors for this position. If margin is narrow and standards barely met, explain in Section E. Most employees would be rated in this category.

Exceeds Requirements: Total performance is well above normal requirements for the position. This evaluation should be reflected by marks for critical factors in Sections A and B, and superior or excellent performance should be noted in Section C.

SIGNATURES: Both the rater and the employee shall date and sign the report. The employee's signature indicates that the conference has been held and that he/she has had an opportunity to read the report. If he/she refuses to sign for any reason, explain that his/her signature does not necessarily imply or indicate agreement with the report and that a process is provided for him/her to state any disagreement. Further refusal to sign shall be recorded on the report, after which it shall be forwarded to the Human Resources Office.

APPEAL: Any employee who is dissatisfied with the performance evaluation he/she has received should refer to Article IX, Section E, Appeals.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CLASSIFIED EMPLOYEE GRIEVANCE FORM

Name _____ Title _____
School or Location _____ Date _____

Description of alleged grievance:

Section of contract applicable:

Adverse effect on grievant:

Remedy requested:

Date of receipt of grievance form

Signature

Computation of Work Days for 2007 - 2008

365 = days in one year

104 = weekend days

$365 - 104 = 261$ work days per year (wd/y)

$261 \text{ work days} \div 12 \text{ months} = 21.75$ work days per month (wd/m)

12 Month Classified Employee

261 work days per year - 14 holidays = 247 work days

- Vacation time can be used during all Breaks
- Pay Schedule = 12 checks

11 Month Classified Employee

11 months x 21.75 wd/m = 239 wd/y - 13 holidays = 226 work days

- Vacation time can be used during October, Winter & Spring Breaks
- Pay Schedule = 11 equal checks August through June
- Start August 1, 2007 - Last day June 30, 2008

10.75 Month Classified Employee

10.75 months x 21.75 wd/m = 234 wd/y - 13 holidays = 221 work days

- Vacation time can be used during Winter & Spring Breaks
- October Break = non-working days
- Pay Schedule = 11 equal checks August through June
- Start August 1, 2007 - Last day June 30, 2008

10.5 Month Classified Employee

10.5 months x 21.75 wd/m = 228 wd/y - 13 holidays = 215 work days

- Vacation time can be used during Winter & Spring Breaks
- October Break = non-working days
- Pay Schedule = 11 equal checks August through June
- Start August 8, 2007 - Last day June 27, 2008

10 Month Classified Employee

10 months x 21.75 wd/m = 218 wd/y - 13 holidays = 205 work days

- Vacation time can be used during Winter & Spring Breaks
- October Break = non-working days
- Pay Schedule = 11 equal checks August through June
- Start August 15, 2007 - Last day June 20, 2008

180 Day Classified Employee

- All Breaks Off
- Pay Schedule = 11 equal checks August through June
- Start August 22, 2007 - Last day June 8, 2008

PACIFIC GROVE UNIFIED SCHOOL DISTRICT HOLIDAY SCHEDULE 2007/2008

Wednesday	July 4, 2007	Independence Day
Monday	September 3, 2007	Labor Day
Monday	November 12, 2007	Veterans Day
Thursday	November 22, 2007	Thanksgiving
Friday	November 23, 2007	Local Holiday
Monday	December 24, 2007	Local Holiday
Tuesday	December 25, 2007	Christmas Holiday
Wednesday	December 26, 2007	Local Holiday
Monday	December 31, 2007	Local Holiday
Tuesday	January 1, 2008	New Year Holiday
Monday	January 21, 2008	Martin Luther King Day
Friday	February 15, 2008	Local Holiday
Monday	February 18, 2008	Presidents' Holiday
Monday	May 26, 2008	Memorial Day

SHORTENED DAYS (see Article VII D)

All Classified Employees shall be released early on the last work day before the following holidays in accordance with the schedules:

<u>Work Day</u>	Before New Year's Spring Break (Easter) <u>Thanksgiving holidays</u>	Before Winter Break (Christmas)
6-3/4-8 hours	2 hours	4 hours
4-3/4-6-1/2 hours	1-1/2 hours	3 hours
2-1/4-4-1/2 hours	1 hour	2 hours
2 hours and under	1/2 hour	1 hour

(An employee who is not given the above release time on the noted day shall be given an equivalent amount of time on another day agreed to by the employee and his/her immediate supervisor)

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
2008-2009

	M	T	W	T	F		
Aug					1		Instructional Days
	4	5	6	7	8	8/8– New Teacher Orientation	
	11	12	13	14	15	8/11– District Staff Dev. Day	
	18	19	20	21	22	8/12– Teacher Prep. Day	
	25	26	27	28	29	8/13 – <i>First Day of School</i>	13
Sept	1	2	3	4	5	9/1 - Labor Day Holiday	
	8	9	10	11	12		
	15	16	17	18	19		
	22	23	24	25	26		
	29	30					21
Oct			1	2	3	10/4– Butterfly Parade	
	6	7	8	9	10	10/10 – End of 1 st Quarter 42 days)	
	13	14	15	16	17	10/13 - 10/17 Fall Break	
	20	21	22	23	24		
	27	28	29	30	31		18
Nov	3	4	5	6	7		
	10	11	12	13	14	11/10-11/11 – Veterans Day Holiday	
	17	18	19	20	21		
	24	25	26*	27	28	11/27 – 28 Thanksgiving Holiday	16
Dec	1	2	3	4	5		
	8	9	10	11	12		
	15	16	17	18	19*	12/19 – End of 1 st Semester (83 days)	
	22	23	24	25	26	12/19 – End of 2 nd Quarter (41 days)	
	29	30	31			12/22 – 1/2 Winter Break	15
Jan				1	2		
	5	6	7	8	9	1/19 – Martin Luther King Holiday	
	12	13	14	15	16		
	19	20	21	22	23		
	26	27	28	29	30		19
Feb	2	3	4	5	6		
	9	10	11	12	13		
	16	17	18	19	20	2/12–17 – Presidents’ Holiday	
	23	24	25	26	27		16
Mar	2	3	4	5	6		
	9	10	11	12	13	3/9 – Staff Development	
	16	17	18	19	20	3/20 – End of 3 rd Quarter (49 days)	
	23	24	25	26	27		
	30	31					21
Apr			1	2	3		
	6	7	8	9*	10		
	13	14	15	16	17	4/10 – 17 – Spring Break (Easter is 4/12)	
	20	21	22	23	24		
	27	28	29	30			16
May					1		
	4	5	6	7	8		
	11	12	13	14	15		
	18	19	20	21	22	5/25 – Memorial Day	
	25	26	27	28	29		20
Jun	1	2	3	4	5*	6/5 – End of 2 nd Semester (97 days)	
	8	9	10	11	12	6/5 – End of 4 th Quarter (48 days)	
	15	16	17	18	19	6/5 – Last Day of School	
	22	23	24	25	26		
	29	30					5

* minimum day for students

183 Work Days

184 Work Days for New Teachers

0809cal

180

Approved 10/4/06