

# **CONTRACT**

**BETWEEN**

**THE GOVERNING BOARD  
OF THE  
NOVATO UNIFIED SCHOOL DISTRICT**

**AND**

**THE CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION (CSEA)**

**Novato Chapter 312**

**TERM**

**July 1, 2019 ~ June 30, 2022**



**Novato, California**

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## **NOVATO UNIFIED SCHOOL DISTRICT**

This contract, hereinafter referred to as the "Contract", entered into this 1<sup>st</sup> day of July 2019, by and between the NOVATO UNIFIED SCHOOL DISTRICT, hereinafter referred to as the "District", and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, NOVATO CHAPTER 312, hereinafter referred to as the "CSEA."

The term "Contract" as used herein means the written Contract provided under Section 3540(h) of the Government Code.

A contract for the term July 1, 2019 through June 30, 2022 has been negotiated between the Governing Board of the Novato Unified School District and the California School Employees Association, Chapter 312.

## **ARTICLE 1. RECOGNITION**

**1:1** The District recognizes the CSEA as the exclusive representative for the employees in the Classified Unit.

**1:2** The Classified Unit consists of employees as stated in the listing of positions set forth in Appendix A of this Contract.

**1:3** This Contract applies only to employees in the above described representation unit.

**1:4** The unit as recognized by the District may be modified by 1) mutual agreement of the parties, or 2) by a decision rendered by the Public Employment Relations Board on any contested positions.

**ARTICLE 2. DISTRICT RIGHTS**

**2:1** It is understood and agreed that the District has all of the powers, rights, and authorities to discharge its legal obligations. The use of judgment and discretion in connection therewith shall be limited only by those items, which are specifically abridged or modified by this Contract, and then only to the extent that such specific and expressed terms are in conformance with law.

**2:2** In the event of an emergency, as declared by the Superintendent or designee, the District shall have the right to rescind any portion of this Contract directly related to the nature of the emergency. "Emergency" as used in this Article is limited to those highly unusual or catastrophic situations, which would prevent the normal functioning of the School District pursuant to this Contract.



**ARTICLE 3. SALARY**

**Per CSEA Tentative Agreement dated 2.12.18, Board Ratified 3.6.18, Ranges 1-14 were removed from the Classified Salary Schedule. There were no classifications in these ranges.**

**3:1 Salary Schedule**

The District and CSEA agree that each cell on the 2016-17 Classified Salary Schedule shall be increased by 5% effective July 1, 2016. This 5% will be paid retroactively to July 1, 2016, based on contract earnings. Contract earnings, as defined, shall include base salary and does not include overtime, shift differential, stipends, etc. Additionally, all work that meets the requirements of Article 4:3.1 (see below) of the Collective Bargaining Agreement shall be included:

4:3.1 Any employee in the bargaining unit who is required to work an average of fifteen (15) minutes or more per day in excess of the regular part time assignment for twenty (20) consecutive days including paid leaves and holidays, excluding vacation, shall have the assignment permanently adjusted upward to reflect the longer hours, effective with the next pay period. In situations that have been identified, in writing, at the beginning of the period, as being temporary, this adjustment in assigned time shall not be permanent.

The District and CSEA agree to a one-time, off schedule, lump sum payment to all employees who were part of the classified service and who worked at least thirty (30) days between July 1, 2016, and November 30, 2016. This lump sum payment will be distributed on a sliding scale based upon the number of contracted hours on November 18, 2016 or the last day of work prior to separation, as outlined below:

Hours Worked		Amount	Number of Employees (approximate)
37-40	Hours Per Week	\$1,100	125
30-36.75	Hours Per Week	\$800	86
20-29.7	Hours Per Week	\$500	32
10-19.75	Hours Per Week	\$275	61
4-9.75	Hours Per Week	\$150	34

**3:1.1** 2013-14 Negotiated salary increases will be indicated on Appendix B.

**3:1.2** Advancement in Step and Longevity, where appropriate, shall be granted. (See 3:3 and 3:4 below.)

**3:1.3** Whenever the salary schedule is changed, employees shall receive information on their paycheck stub indicating their new hourly and monthly rates. Employees shall receive this wage statement on the first paycheck issued at new rates on the regular payroll.

**3:2 Placement on Salary Schedule**

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

## **ARTICLE 3. SALARY**

(continued)

**3:2.1** One-step of credit shall be granted for every year of related experience with a maximum placement being step 4.

### **3:3 Advancement on Salary Schedule**

**3:3.1** Advancement in step shall be made effective July 1 annually in accordance with the provisions of this Contract.

**3:3.2** Probationary employees shall advance a step at the end of their six (6) month probationary period. The step increase shall be implemented with the payroll paid at the end of the seventh month. Persons employed from January 1 through September 30 shall advance to the next step on July 1 of the following calendar year. Persons employed from October 1 through December 31 shall advance to the next step on July 1 one year later than those hired from January 1 through September 30.

**3:3.3** When an employee is promoted (for example: assigned to a position in a class with a higher maximum salary than the previous class), the salary shall be adjusted to the minimum (step 1) of the new range. Provided, however, that if the minimum new range is lower than the existing salary, the employee shall be assigned to a step in the new range, which is at least **a minimum of** five percent (5%) above the existing salary.

**3:3.4** Cases in which a current employee's placement would result in a salary less than that which would be granted to a new employee with similar work experience shall be negotiated on an individual basis with the CSEA.

### **3:4 Longevity**

Unit Members shall receive two and a half percent (2.5%) longevity increments above Step 5 of the salary schedule beginning on July 1 of the fiscal year in which the Unit Member will complete seven (7) years, ten (10) years, thirteen (13) years, sixteen (16) years, nineteen (19) years, twenty-two (22) years, twenty-five (25), and twenty-eight (28) years. Such increments shall be cumulative.

### **3:5 Pay and Allowance Provisions**

**3:5.1** The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix B. The regular rate of pay shall include any shift differential and/or longevity increment required to be paid under this Contract.

**3:5.2** All regular paychecks of employees in the bargaining unit shall be itemized to include all deductions.

**3:5.3** All employees in the bargaining unit shall be paid once per month, payable on or before the last working day of the month, which the District Office is open for business. If the normal payday falls on a holiday, the paycheck shall be issued on the preceding workday.

**3:5.3a** All contracted employees shall be paid once per month, payable on or before the last business day of the month.

## **ARTICLE 3. SALARY**

(continued)

**3:5.3b** All ten (10) and eleven (11) month contracted employees of the District will receive twelve (12) checks for each fiscal year. Employee checks will be issued August through June with a second check (J-2) issued at the end of June. The first check of the year for eleven (11) month employees will be issued on August 31.

**3:5.3c** Time sheet payments if submitted by the first (1<sup>st</sup>) working day of the month shall be paid no later than the tenth (10<sup>th</sup>) working day of the month following the month worked, or no later than the fifteenth (15<sup>th</sup>) calendar day of the month.

**3:5.4** Any employee in the bargaining unit required to use his/her vehicle on assigned District business shall be reimbursed at the IRS rate per mile for all approved miles driven on behalf of the District.

**3:5.5** Any employee in the bargaining unit who attends a conference and/or training as a result of a work assignment and/or in conjunction with their position shall be reimbursed for their meals away from the District. One-day trips that require the employee to travel over one hundred (100) miles one way shall be reimbursed per Board Policy upon request for their overnight lodging away. Multiple-day trips that require the employee to travel over fifty (50) miles one way shall be reimbursed per Board Policy upon request for their overnight lodging away. Upon submission of the appropriate form, a cash advance for seventy-five percent (75%) of projected expenses shall be supplied. Any unused advance, an Expense Claim form, and receipts shall be submitted to the Business Office through the immediate supervisor.

**3:5.6** With the exception of a driver's license, the District shall pay all license and certification fees required as a condition of continued employment.

### **3:5.7 Medical Examinations**

The District agrees to pay the cost of any medical examination required as a condition of employment or continued employment. The examination of new employees shall be performed by a physician of the District's choice. Current employees who are routinely required to have a medical examination as a condition of continued employment shall have the option to use a physician of their choice. Reimbursement for such exams shall not exceed the amount normally paid to the physician of the District's choice. Forms will be provided by the District. Results of such examinations shall be submitted to the employee and the District. Medical examinations shall be scheduled on employee workdays without loss of pay. Examinations which must occur during the employee's off-duty hours shall be compensated for at the appropriate rate of pay. Complaints regarding medical examinations may be referred to the Human Resources Office for investigation.

**3:5.8** When fingerprints are required, such fingerprinting shall take place during normal working hours and the employee shall be released from duty for this purpose without loss of pay.

**3:5.9** The District may provide in-service training for employees before, during, or after regular work hours. If attendance is required, then each employee so affected shall be compensated at the appropriate rate of pay according to the Salary and the Hours and Overtime Articles of this Contract.

**3:5.9a** When employees attend a training course that is required as a condition of the continuance of employment, the employees shall be compensated for the time spent in the training program at the appropriate rate of pay according to the Hours and Overtime Articles of this Contract.

## **ARTICLE 3. SALARY**

(continued)

**3:5.9b** If additional training is required as a condition for advancement within a department, the District shall define such requirements for employees who inquire about them.

### **3:5.10 Uniforms and Required Dress and Tools**

**3:5.10a** Bus drivers shall be provided with the required jacket, shirt and pants/skirts/culottes/walking shorts. Drivers may purchase their pants/skirts/culottes/walking shorts as needed and be reimbursed up to eighty dollars (\$80) per work year. An expense claim must be submitted with a receipt. Reimbursement will be made within thirty (30) days.

In the event that due to unforeseen circumstances, there is a need to replace a pair of pants/skirts/culottes/walking shorts, the employee shall be reimbursed up to thirty dollars (\$30).

**3:5.10b** Mechanics and painters shall be provided with traditionally colored coveralls. Maintenance, grounds, warehouse, and custodial personnel shall also be furnished traditionally colored shirts.

**3:5.10c** Grounds, mechanic, warehouse and maintenance personnel shall be provided with foul weather gear, which includes rain jackets with hoods, rain pants, and rain boots. The above foul weather gear, with the exception of rain boots, shall be provided to custodial personnel. Rain ponchos or jackets shall be provided to bus drivers and food service personnel, as needed, and made available in sufficient quantities to school sites for use by campus and yard supervisors. Rainwear, as needed for these employees, shall be made available no later than October 15 of each year.

**3:5.10d** Maintenance, grounds, custodial, mechanic, and warehouse personnel shall be provided with safety work shoes as needed. Employees shall purchase their safety work shoes and be reimbursed by the District up to two hundred dollars (\$200) per work year for one (1) pair per year. An expense claim must be submitted with a receipt. Reimbursement will be made within thirty (30) days.

In the event that due to unforeseen circumstances there is a need to replace a pair of shoes, the employee shall be reimbursed up to two hundred dollars (\$200).

**3:5.10e** The District shall provide all tools and equipment, which are required.

### **3:5.11 Professional Growth**

**3:5.11a** An employee shall earn a professional growth salary increment by completing nine (9) semester units of approved courses or workshops. The increment shall start July 1 and be based on credits earned and reported in the three hundred sixty-five (365) days prior to this date. The increment shall be fifty dollars (\$50) per month. Five (5) such increments are the maximum that may be earned during employment. A committee shall be formed consisting of two (2) CSEA representatives and two (2) District representatives. This committee shall screen applications for professional growth increments and shall recommend to the Human Resources Director approval/disapproval of said applications.

### **ARTICLE 3. SALARY**

(continued)

**3:5.11b** Annually, the District will provide financial support for the professional growth activities of CSEA. Each year the Professional Growth Committee will recommend to the Administrator of Human Resources of Human Resources an appropriate dollar amount in support of CSEA employee professional growth activities. Annually, a minimum of three thousand five hundred dollars (\$3,500) will be made available to CSEA for this purpose. Any monies that are unused will automatically be added to the following year's funds without reduction to the three thousand five hundred dollar (\$3,500) annual minimum. At no point will this account exceed seven thousand dollars (\$7,000).

#### **3:5.12 Working Out of Job Description**

**3:5.12a** Employees who believe they are working out of their job description shall notify the Human Resources Department in writing. The District shall investigate the charge and meet with the employee's supervisor, the employee, and CSEA to give the results of its findings within twenty (20) workdays of the receipt of the employee's notification. The District's response shall include a recommendation to either:

1) Deny the claim if, in the judgment of the person who has done the investigation, the duties performed are within the employee's job description; or

2) Restrict the duties of the employee to the job description, in which case the employee shall be compensated for the time (up to thirty (30) workdays prior to the employee's notification to the District) he/she has been working out of classification at the salary range of the higher position and on the employee's step. If the employee is suffered or permitted by his/her immediate supervisor, with the knowledge of the supervisor, to work out of job description after having had their duties restricted under this paragraph, that employee shall be compensated at the salary range of the higher position for the period of time worked out of class; or

3) Negotiate an adjustment in pay and/or a new classification if the employee is performing duties of a position not currently found on the salary schedule included in this agreement; or

4) Propose reclassifying the employee.

**3:5.12b** Employees requested via a Personnel Action to substitute for an employee paid at a higher salary range for more than any five (5) out of fifteen (15) days or five (5) or more consecutive days shall be compensated at the step in the higher range which is at least five percent (5%) above their existing salary.

#### **3:5.13 Classification/Reclassification**

Classification/Reclassification Agreement on limited term Memorandum of Understanding (MOU). Appendix I represents the MOU relative to Classification/Reclassification.

**3.5.13a** Placement in class: every position shall be placed in a class.

**3:5.13b** Definition: Reclassification is a change in range and an upgrading of a position to a higher classification as a result of the increase of the duties and responsibilities being performed by the incumbent(s) in the position.

## **ARTICLE 3. SALARY**

(continued)

**3:5.13c** Request for Reclassification: An employee is entitled to request that his/her position be reclassified. The request shall be submitted to the employee's immediate supervisor. Included in the request should be a rationale for the reclassification and recommended salary range. The supervisor shall transmit the request to the Human Resources Department with a recommendation for approval or disapproval within fifteen (15) working days of the request who will provide a copy to CSEA. Within fifteen (15) days of receipt of the request, the Superintendent or designee shall approve or deny the request. If the Superintendent or designee denies the request, the Superintendent or designee shall convene a review panel within sixty (60) days of receipt of the recommendation. Adjustments to classifications that occur as a result of the article shall be effective as of the following July 1<sup>st</sup>, except where the District or panel determines that the new pay range should be retroactively applied. An employee that is successful in their reclassification request may not request another reclassification in their position for three (3) years.

**3:5.13d** New Classification: A new classification shall be assigned to the salary schedule, pending negotiations on the appropriate placement of the new classification. Such negotiations shall be completed within thirty (30) days of establishing the new classification.

**3:5.13e** Reclassification Salary: Upon re-classification upward of position or class of positions, the position(s) shall be assigned a range at least one range higher than the former range. The incumbent(s) in the reclassified position(s) shall be reclassified with the position(s), and shall retain their previous step. Reclassification shall not change an employee's anniversary date.

**3:5.13f** The review panel shall be composed of two (2) CSEA appointees and two (2) District appointees. If the employee requesting the reclassification desires the opportunity to present their information personally to the panel, they shall be provided that opportunity. If the panel is unable to reach agreement, the four members of the panel will select a neutral as the fifth panel member. The cost of the neutral appointee shall be shared by the District and CSEA. The recommendation of the panel shall be subject to ratification and approval by the parties and implemented as of July 1 of the following fiscal year except where the panel determines that the new pay range should be retroactively applied.

### **3:6 Summer School and Alternative Calendar**

The District and CSEA agree to incorporate the provisions of Section 45102 of the California Education Code in the application of Summer School and Alternative Calendar.

### **3:7 Comparison Districts**

The District and CSEA agree that the comparison districts be as follows: Morgan Hill Unified, Moorpark Unified, Culver City Unified, Glendora Unified, and Bonita Unified. The parties agree that these comparison districts shall be reviewed annually.

### **3:8 Equity Committee**

The District and CSEA agree to an Equity Committee. The role of the committee will be to analyze the salary schedule to determine if job classifications are out of line with similar job classifications in other districts of like composition and financial ability. The District and CSEA agree to use the above comparison districts. The Equity Committee shall be convened upon mutual agreement. The Equity Committee shall be composed of two (2) District appointees and two (2) CSEA appointees. If the panel is unable to reach agreement, the four members of the panel will select a neutral as the fifth panel member.

**ARTICLE 3. SALARY**

(continued)

The cost (if any) of the neutral appointee shall be shared by the District and CSEA. The findings of this committee shall be subject to ratification and approval by the parties and will be implemented as of July 1 of the following fiscal year. For the purposes of the Equity Committee, all job classifications are open to review.

## **ARTICLE 4. HOURS AND OVERTIME**

### **4:1 Work Week**

The workweek shall consist of five (5) consecutive days. A forty (40) hour week is standard for classified personnel. Employees placed on a Monday through Friday schedule when hired shall remain on a Monday through Friday schedule unless the employee and the CSEA consents to a proposed change.

**4:2** The length of the workday shall be as designated by the District for each classified assignment. The beginning and ending times for all employees in the bargaining unit can be adjusted by up to one-half (½) hour with five (5) days' notice, or immediately with mutual consent. Two weeks' notice must be given for a change to start or end time of more than one-half (½) hour and less than two (2) hours. The two-week notice must be provided to the individual employee. This notice must indicate the change in hours and the specific circumstances of the change. Upon mutual agreement between the employee, the District, and CSEA, changes in beginning and ending times can be negotiated in exception to the rest of this section on a case-by-case basis.

### **4:3 Adjustment of Assigned Time**

**4:3.1** Any employee in the bargaining unit who is required to work an average of fifteen (15) minutes or more per day in excess of the regular part time assignment for twenty (20) consecutive days including paid leaves and holidays, excluding vacation, shall have the assignment permanently adjusted upward to reflect the longer hours, effective with the next pay period. In situations that have been identified, in writing, at the beginning of the period, as being temporary, this adjustment in assigned time shall not be permanent.

Leave and holiday pay for the employee who is assigned extra time will be based on the employee's regular assignment, not the additional hours, during the temporary/short-term increase in time. If a part-time employee's average paid time, excluding overtime for which the employee receives compensation at a rate at least equal to time and one-half, exceeds his average assigned time by fifty (50) minutes or more per working day in any quarter, the hours paid per day for compensable leaves of absence and holidays in the succeeding quarter shall be equivalent to the average hours paid per working day in the preceding quarter, excluding overtime.

**4:3.2** For bus drivers, who are required to work in excess of their regular part-time assignment, temporary, as used above, shall be defined as short-term. Short-term assignments are situations that have a beginning and approximate ending date and are not of an on-going nature. Situations that may arise that could be defined as short time: children living with foster parents, class balancing, joint physical custody or guardianship, mainstreaming, disciplinary transfer, and road work detours. If additional situations arise that should be classified as short-term, those situations can be added to the list upon mutual Agreement of CSEA and the District.

Short-term assignments for bus drivers will be added to a route in the manner described in section No. 2 of the Memorandum of Understanding (MOU) (Appendix I) between CSEA and the District dated September 15 and September 22, 1994. The driver currently on that route will be notified of the expected duration of the extension in writing by the Supervisor or his/her designee using the Route Bid form (Appendix E).



## **ARTICLE 4. HOURS AND OVERTIME**

(continued)

The short-term assignments for bus drivers shall be for a duration of not more than sixty (60) workdays, including paid leaves and holidays. If the assignment is expected to go beyond the sixty (60) day period, CSEA and the District may agree to extend the short-term assignment for an additional twenty (20) workdays. In the event that extenuating circumstances exist, the District shall negotiate with CSEA to extend the period.

### **4:4 Lunch Period**

All employees who work five (5) hours per day or more are entitled to an unpaid lunch period. The immediate supervisor, after consultation with the employee, shall determine the length of the lunch period which shall be no longer than one (1) hour nor less than one-half ( $\frac{1}{2}$ ) hour and shall be scheduled at or as near as possible to the midpoint of each work shift. The lunch period shall be uninterrupted and duty free except in cases of emergency where there is imminent danger to life or property. Employees shall be entitled to leave the work site during the lunch break. Night custodians may be required to remain at the work site during the one-half ( $\frac{1}{2}$ ) hour lunch break. If they are, they shall be compensated for one-half ( $\frac{1}{2}$ ) hour at the overtime rate. The night custodians will be given reasonable notice of any change in the lunch period.

### **4:5 Rest Periods**

Except in cases of emergency, uninterrupted rest periods shall be granted to employees. When interrupted, unused rest time shall resume immediately after the emergency needs are satisfied. Periods of fifteen (15) minutes before the lunch break and again after the lunch break shall be granted to full time employees. Employees working four (4) hours or more and less than seven and one-half ( $7 \frac{1}{2}$ ) hours per day shall be entitled to one rest period. Certain specified times for breaks may be assigned by the immediate supervisor.

### **4:6 Overtime**

Overtime shall only include work authorized in advance and approved by the immediate supervisor/designee.

**4:6.1** For purposes of computation and compensation, overtime worked shall be recorded by the Human Resources Office in quarter hour increments where any time served in excess of the quarter hour shall qualify the employee for an additional quarter hour credit.

**4:6.2** The employee shall have the right to refuse any overtime request except in those cases where there is imminent danger to life or property or urgent needs for continuation of the educational program of the District. No negative implications or reprisals shall be exercised against the employee as a result of a refusal to serve overtime hours.

### **4:6.3 Holiday Overtime**

With the exception of the Maintenance Stand-by Program or the voluntary consent of the affected employee or cases of imminent danger to life or property, overtime shall not be called during scheduled or declared holidays.

## **ARTICLE 4. HOURS AND OVERTIME**

(continued)

### **4:6.4 Compensation for Overtime**

Compensation for overtime shall be as follows:

**4:6.4a** Compensation shall be allowed for overtime work in excess of eight (8) hours in one day and in excess of forty (40) hours in one week at a rate equal to one and one-half (1 ½) times the regular rate of pay.

**4:6.4b** Employees who work less than seven (7) hours a day shall be paid at their regular rate of pay for additional time up to eight (8) hours per day. Employees having an average work day of four (4) hours or more during a work week, who work five (5) consecutive days, shall be paid overtime if required to work the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day.

An employee having an average workday of less than four (4) hours during a workweek shall be paid overtime for the seventh (7<sup>th</sup>) day following the commencement of the workweek.

**4:6.4c** An employee may request the method by which overtime shall be compensated (cash or compensating time off); the District will comply whenever possible.

**4:6.4d** All compensated time off will be recorded on a classified extra hire timesheet and signed by a supervisor and submitted to Human Resources monthly.

### **4:6.5 Allocation of Overtime**

Consistent with the needs of the District and the safety of the students, the District shall attempt to allocate overtime equally among the employees of the bargaining unit within each department. In positions where overtime can routinely be expected, and is necessary to complete the required work in a timely manner, a general preapproval of overtime shall be discussed between the employee and the employee's immediate supervisor. This process should be initiated at the onset of each school year to minimize problems related to getting timely preapproval. If approved, the preapproval shall be in writing by the supervisor with notification to the employee and Human Resources, shall include the number of hours approved, and shall not commence until the supervisor signs off on the preapproval documentation.

**4:6.5a** Except as described below, the District shall attempt to allocate overtime equally among bargaining unit members within each department or school site, consistent with the needs of the District and the safety of the students.

**4:6.5b** Overtime related to non-emergency use of facilities by outside, non-District groups:

**1)** Upon initial employment, each custodian shall complete and submit to Human Resources the Overtime Opt Out form. At any time after submitting the form, a custodian may change his/her request by submitting a revised form to Human Resources (see Appendix F). The District shall develop two seniority lists for employees in the custodian job classification who have opted to be offered overtime, one for each school site and one District-wide. These lists shall be called, respectively, the Site and District-wide Overtime Seniority List, and shall be maintained by the District designee. The

## **ARTICLE 4. HOURS AND OVERTIME**

(continued)

lists shall include the employee's name and seniority date, date and location of the overtime event, the date overtime was offered, and either accepted or rejected. (App. G)

2) The District designee shall offer authorized overtime work first to custodians at the school site on the basis of seniority. Each employee shall be selected in turn according to his/her place on the Site overtime seniority list by rotation. The District designee shall note the offer and acceptance or rejection on the site overtime seniority list.

3) If no custodian at the site accepts the overtime offer, the overtime shall be offered to another custodian on the District-wide overtime seniority list. Each employee shall be selected in turn according to his/her place on the District-wide overtime seniority list by rotation. The offer and acceptance or rejection shall be noted on the District-wide overtime seniority list.

4) An employee requesting to be skipped when s/he is offered overtime shall not be rescheduled for overtime work until his/her name is reached again in orderly sequence.

5) The Site and District-wide overtime seniority lists shall be available for inspection by representatives of CSEA upon request.

### **4:7 Shift Differential Compensation**

Full time employees whose assigned work shift commences at three o'clock (3:00) p.m. or after shall receive a shift differential in the form of an assigned shift of seven and one-half (7 ½) hours for which the employee shall be paid for eight (8) hours at the regular rate. Such employees shall be considered as eight (8) hour employees for all other intents and purposes including computations for seniority, absence from duty, and retirement credits. When evening employees are temporarily assigned to the day shift for periods of twenty (20) workdays or less, they will continue to receive the shift differential. When evening employees are assigned to the day shift during summer recess, the regular shift shall be eight (8) hours.

### **4:8 Compensating Time Off**

Compensating time at overtime rates shall be taken at a time mutually acceptable to the employee in the bargaining unit and the District within twelve (12) calendar months after it is earned. Employees shall be notified on a quarterly basis of compensating time that must be taken during the next quarter. When it is not possible for an employee to be permitted to take that time off by the end of the twelve (12) months, the District shall pay the employee in cash for all such time. In addition, when an employee changes location and/or program, the District shall pay the employee in cash for all compensating time earned but not taken. All such time shall be paid at the appropriate overtime rate and based on the employee's rate of pay at the time earned.

### **4:9 Minimum Call-in Time**

Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay in accordance with this Contract.

## **ARTICLE 4. HOURS AND OVERTIME**

(continued)

### **4:10 Call-back Time**

Any employee called back to work after completion of their regular assignment shall be compensated for at least two (2) hours of work at the appropriate overtime rate, irrespective of the actual time, less than that required to be worked. The start time shall begin at the time the employee is called by his/her supervisor to report for duty.

### **4:11 Maintenance Stand-by**

Stand-by time shall begin at three-thirty (3:30) p.m. on Friday and end at three-thirty (3:30) p.m. the following Friday and shall include all time the Operations Division is closed. Employees on stand-by shall receive a stipend of three hundred dollars (\$300) per week. The stipend shall cover the first two (2) hours

of call back time. All additional callback time shall be paid in accordance with Section 4:10 of this Contract. Stand-by time shall not count in computing overtime. An employee on stand-by must stay within District boundaries and have a District radio in their possession at all times.

### **4:12 Bus Drivers & Mechanics**

#### **4:12.1 Bidding of Bus Routes & Workday/Hours**

Bus drivers shall bid on District established routes at the beginning of each school year according to seniority and shall be paid according to the time established for each route. Each route shall allow at least thirty (30) minutes at the beginning of the route for a safety check and at least fifteen (15) minutes at the end of the route for clean-up. Routes shall be finalized by the end of the fourth (4<sup>th</sup>) week of instruction. No route shall be less than six (6) hours per day. This shall constitute each driver's regular workday/hours for the school year.

Drivers shall be notified by mail at least two (2) weeks prior to school starting and assigned a specific day and time to bid on available routes according to seniority.

After the bidding selection is completed and the time is established for each chosen route, drivers may choose to do a dry run of the route.

Any new students or runs that need to be added after bidding is done shall be assigned to the route(s) that are less than six (6) hours and/or can best accommodate the timing and placement. Once all routes are at or above six (6) hours, new students or runs will be added to routes based upon logistics. In the event that the student or run can be added to multiple routes, the student or run will be added based upon seniority.

At the end of the fourth week of instruction, the routes become finalized. There will be an opportunity to rebid. The rebidding of route selection shall be done according to seniority.

All field trips and mid-day runs will be offered by seniority on a rotation. It is understood that certain trips require the ability to use particular equipment or possess specific qualifications.

**4:12.1.1** All drivers will be provided fringe benefits according to their hours in paid status.

## **ARTICLE 4. HOURS AND OVERTIME**

(continued)

### **4:12.2 Lay-over Time**

When a school bus driver has sixty (60) minutes or less of layover time between a scheduled bus run and a field trip, the driver shall be paid for up to sixty (60) minutes of lay-over time. When a bus driver has thirty (30) minutes or less of layover time between regularly scheduled bus runs, the driver shall be compensated for the actual layover time up to a maximum of thirty (30) minutes in quarter hour increments.

### **4:12.3 Split Shift Differential**

Bus Drivers whose assigned shift of four (4) or more hours contain one or more periods of unpaid time which total exceeds one hundred twenty (120) minutes shall be paid a shift differential premium of three and a half percent (3 ½%) above the regular rate of pay.

### **4:12.4 Drivers Stand-by**

Drivers on trips shall be paid at their appropriate rate of pay in accordance with this Article of the Contract for any stand-by time. Such stand-by time shall include when drivers ride along on a long trip in order to drive part of the trip.

**4:12.4.1** Notwithstanding any other provision of this Contract, if a special trip requires an overnight stay, the District shall be relieved of the obligation of payment for any hours between the time a bus driver is relieved of duties for the evening and the time duties resume the following morning. These District-related duties include, but are not limited to, driving, maintaining, or safeguarding District vehicles or equipment, as well as supervision of passengers on or off provided transportation.

### **4:12.5 Mechanic Stand-by**

A mechanic will be compensated to monitor the Transportation Department radio system when buses are traveling after four-thirty (4:30) p.m. on workdays and during the hours when buses are traveling on weekends and holidays. Employees on bus service stand-by shall receive a stipend of one hundred dollars (\$100). Callback and call-in time will be compensated as described in Section 4:10 and 4:11. A mechanic on stand-by shall stay within the District's radio reception boundaries and shall have a District radio in his or her possession at all times.

Mechanic stand-by procedure will be done strictly on a voluntary basis. Employees will be requested by the mechanic coordinator on a daily, as needed basis to monitor the Transportation Department communication. Such requests shall be made on a rotational basis as the need arises.

### **4:13 Translation Stipend**

The District shall pay additional compensation to Unit Members whose regular job description does not include translation services and who in the course of their regular job duties are asked to provide translation services for the District in a language other than English.

## **ARTICLE 4. HOURS AND OVERTIME**

(continued)

Such Unit Members may provide translation services, with the prior approval of the administrator requesting these services. Services include but are not limited to verbal translations for conferences and meetings, written translations for school to home communications, and other day-to-day services approved by the administrator requesting these services.

A time sheet shall be maintained by the Unit Member for bilingual translation services, indicating the time of day, the amount of time and type of bilingual service provided. The time sheet shall be approved by the administrator requesting these services.

When providing approved translation service during the Unit Member's regular work hours, the Unit Member shall be paid an additional half ( $\frac{1}{2}$ ) time their regular hourly rate. Hours worked after the employee's regular work hours shall be paid at a rate equal to one and one-half ( $1 \frac{1}{2}$ ) times the Unit Member's regular rate of pay.

### **4:14 Clocking In/Out**

Given the difficulty of monitoring employees who work a non-traditional schedule, night custodians (for shifts beginning after 12:00 pm) are required to "clock in" and "clock out" at the beginning and end of their shift through a District provided system. Documented time will only be used to ensure employees are starting and ending their assigned shift on time and will not serve in any capacity for additional compensation, unless otherwise approved. This practice will not be precedent setting.

## **ARTICLE 5. EMPLOYEE BENEFITS**

**5:1** Employees working one-half (½) time or more are eligible to receive health and medical benefits. Employees working less than one-half (½) time are not eligible for health and medical benefits.

### **5:1.1 Domestic Partner**

A domestic partner is entitled to receive health benefits as outlined in Article 5:1, to the extent permitted by federal and state law. In order to qualify for coverage of the domestic partner, the employee and his or her domestic partner must complete, sign and file with Human Resources Department an affidavit, which includes the following basic requirements among others:

**1)** They have executed a Declaration of Domestic Partnership (available from the Marin County Clerk’s Office) and filed such form with the County Clerk or have it notarized and witnessed, both conforming to the requirements of Marin County Ordinance No. 3140. A copy of the Declaration or a certificate must be submitted with the affidavit. The requirements of the Declaration or a certificate must be submitted with the affidavit. The requirements of the declaration in addition to those listed separately:

- a.** both the employee and the domestic partner have reached age 18;
- b.** neither is married or has had another domestic partner within the previous six months, unless that domestic partnership is terminated by death;
- c.** neither would be prevented under California law from marrying the other as a result of blood relationship.

**2)** All statements made at the time that the Declaration of Domestic Partnership was entered into remain true and both members intend them to remain true indefinitely.

**3)** Both members have the same principal place of residence and intend to continue to do so indefinitely.

**4)** Both members are economically jointly responsible to third parties for each other’s expenses for food, shelter, and medical care and this shall remain the case for at least as long as the non–employee domestic partner is covered by the medical insurance plan.

Employees intending to cover domestic partners under the Novato Unified School District medical insurance plan should understand that as a result of applicable federal and state law, coverage of the domestic partner may not be eligible for pre-tax treatment under the District’s Section 125 (IRC) plan and this may result in imputed income to the employee. Additionally, the domestic partner will not be eligible for continuing coverage through the District under the federal group continuation law known as “COBRA” or any other law.

An employee must obtain from the Human Resources Department an Affidavit for Enrollment of a Domestic Partner and a Medical Plan enrollment form. These forms must be completed and returned to the Human Resources Department, along with proof of the Declaration of Domestic Partnership during the open enrollment period or within thirty (30) days of the declaration of domestic partnership. The domestic partner must enroll in the same plan as the employee.

**5:2** For the duration of this Contract, the District shall provide the following benefits:

**5:2.1** Delta Dental Service to include orthodontics for employees and dependents (required).

## **ARTICLE 5. EMPLOYEE BENEFITS**

(continued)

**5:2.2** Vision service for employees and dependents (required). Vision coverage shall be that provided by Vision Service Plan.

**5:2.3** Health benefits for employees and dependents shall be provided through a group practice Health Maintenance Organization (HMO), an individual practice HMO or other comparable health plans. Representative(s) of the CSEA shall have the opportunity to give input as to the health service carriers.

**5:2.4** The maximum monthly contribution by the District (i.e. District cap) to medical coverage for each employee shall be equal to ninety percent (90%) of the 2019-2020 Kaiser HMO-Traditional rate for Employee Only, shall be equal to seventy percent (70%) of the 2019-2020 Kaiser HMO-Traditional rate for Employee +1, and shall be equal to sixty percent (60%) of the 2019-2020 Kaiser HMO-Traditional rate for Employee +2, as is outlined in Appendix D.

**5:3** The District shall maintain a Health Benefits Committee comprised of representatives from CSEA to study cost containment.

The District will notify CSEA with thirty (30) days of notice of any premium changes from any health carrier.

### **5:4 Health Insurance Proration**

The contribution by the District to medical coverage for each employee shall be prorated as follows:

**5:4.1** Employees working six (6) hours or more per day shall be considered full-time for purposes of the District's contribution. Such employees shall receive the benefit of one hundred percent (100%) of the maximum District contribution per month toward health benefits. (See Appendix D, Classified Medical Benefit Plan)

**5:4.2** Employees working four (4) through five and three quarters ( $5\frac{3}{4}$ ) hours per day shall receive the benefit of fifty percent (50%) of the maximum District contribution per month toward health benefits. (See Appendix D, Classified Medical Benefit Plan)

**5:5** The District agrees to make a Section 125 Plan available to all classified employees.

**5:6** Unit Members on leave without pay including those on approved Family Medical Care Leave are eligible to continue their health, dental, and vision benefits while on leave provided they prepay the premiums on a monthly basis. Unit Members on approved Family and Medical Leave will continue to receive the District contribution to their benefits.

**5:7** Staff working Summer School and Alternate Calendars have assurance that staff will maintain same level of benefits as staff on regular calendar, per Section 45102 of the California Education Code.



**ARTICLE 5. EMPLOYEE BENEFITS**

(continued)

**5:8 Retiree Fringe Benefits**

The District will make a contribution up to two hundred dollars (\$200) per month for payment of health (medical, dental, vision) insurance premiums for a retiring classified employee until the retired employee reaches sixty-five (65) based on the following conditions.

That the actively employed unit member must be fifty-five (55) years of age or older and has been a classified employee of the District for fifteen (15) years immediately preceding retirement. If a classified employee has worked between five (5) and fifteen (15) years, or less than a full time immediately preceding retirement, the employee will be eligible for a prorated share of the two hundred dollars (\$200) contribution. Employees working six (6) hours or more per day shall be considered full time for purposes of the District's contribution (see 5:4.1). Premium costs in excess of the District contribution must be prepaid to the District by the employee on a monthly basis. If excess premiums are not prepaid, coverage will be terminated.

## **ARTICLE 6. HOLIDAYS**

**6:1** The employees shall be allowed fourteen (14) holidays with pay if within paid status.

**6:2** The holidays shall be established as a result of recommendations made by a calendar committee composed of at least one classified employee and other District representatives. The committee's recommendation is sent to the Governing Board for approval. The Calendar committee shall commence meeting no later than January of each year.

**6:3** When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

### **6:4 Additional Holidays**

Every day declared by the President or the Governor of this State as provided in subdivision b and c of Section 37220 for a public fast, Thanksgiving, or a holiday, or any day declared a holiday under Education Code Sections 45203 or 37220 for classified or certificated employees shall be a paid holiday for all employees in the bargaining unit.

### **6:5 Holiday Eligibility**

Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday. Employees in the bargaining unit who are not normally assigned to duty during winter or spring recess shall be paid for those holidays falling within those periods 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 period.

**6.6** Staff working Summer School and Alternate Calendar have assurance that staff will maintain same level of benefits as staff on regular calendar, per Section 45102 of the California Education Code.

**ARTICLE 7. VACATION**

**7:1 General Provisions**

**7:1.1** Vacation shall be posted for use on a monthly basis. Vacation shall not become a vested right until completion of the probationary period of employment. Vacation earned during the probationary period shall be posted for use after completion of the probationary period.

**7:1.2 Vacation Carryover**

Vacation time earned by June 30 of one year shall be taken before August 31 of the following year. An employee may elect to carryover a maximum of fifteen (15) days or the number of days accrued in the current year, whichever is greater.

**7:1.3** When an employee terminates employment with the District for any reason, the employee shall be paid at the employee's regular rate of pay for all vacation earned. Employees who have not completed the initial probationary period of employment shall not be entitled to such compensation.

**7:1.4** If an employee's vacation becomes due during a period when on leave due to illness or injury, the employee may request that the vacation date be changed and the District, subject to mutual agreement, shall grant the request in accordance with vacation dates available at that time.

**7:1.5** If an employee, while on vacation, becomes ill or requires hospitalization, or is eligible for a bereavement leave, and supplies supporting evidence, these days shall be changed to the appropriate leave type and the affected vacation leave shall be credited to the employee's account.

**7:1.6** Holidays shall not be counted as vacation days.

**7:1.7** Vacations are considered as a vested and earned right of the employee and as such shall be granted at the employee's request insofar as possible within the District's work requirements. An employee who wishes to accumulate vacation days for a special event in the following year must submit such notification to their supervisor as stated in Article 7:1.2.

**7:1.8** Vacation schedules shall be established by the immediate supervisor and approved by the Human Resources Office. Such schedules shall be determined in advance as follows:

<b>Submit Requests No Later Than</b>	<b>Schedule Posted No Later Than</b>	<b>Quarter</b>
November 15	November 25	December, January, February
February 15	February 25	March, April, May
May 15	May 25	June, July, August
August 15	August 25	September, October, November

**7:1.9** If there is a conflict between the requested vacations of two employees, then the employee with the greatest seniority in the District shall be given preference.

**7:1.10** An employee may request vacation time, which was not included in the established schedule. Such a request may be granted if there is no conflict with another employee's vacation or with the needs of the department, with the approval of the immediate supervisor and the Human Resources Office.

**ARTICLE 7. VACATION**

(continued)

**7:1.11** Pay for vacation days for all employees shall be the same as the employee's regular rate of pay.

**7:2 Vacation Allowances**

The vacation time earned shall be as follows:

**7:2.1** First year: One (1) day per month for each full month of employment.

**7:2.2** After the first year, vacation time shall be earned and accumulated at the following rates:

<b>Years of Service Completed</b>	<b>10 Month Employment</b>	<b>11 Month Employment</b>	<b>12 Month Employment</b>
1-4	10 days	11 days	12 days
5-9	14 days	15.5 days	17 days
10-20	16 days	18 days	20 days

**7:2.3** After twenty (20) years of service, one (1) additional day of vacation shall be earned for each additional year of service up to a maximum of twenty-five (25) days.

**7:2.4** Employees working less than twelve (12) months shall have their vacation prorated in relation to twelve-month employees.

**7.3 Less than Twelve Month Employees**

The days of earned vacation shall be included in computing the employee's annual earnings and shall be paid as a portion of each month's wages. The employee's workdays each year shall be adjusted to comply with the student calendar and/or the District needs.

## **ARTICLE 8. ABSENCE FROM DUTY**

### **8:1 Bereavement Leave**

**8:1.1** A regular employee shall be granted bereavement leave at full pay in the event of the death of any member of his or her immediate family.

**8:1.2** A regular employee shall be granted bereavement leave at full pay for five (5) days in the event of the death of a member of the immediate family of the employee.

**8:1.3** For the purpose of this article, members of the immediate family include: spouse, son, son-in-law, daughter, daughter-in-law, stepchild, mother, father, grandmother, grandfather, sibling, step-mother, step-father, mother-in-law, father-in-law, grandchild, legal foster parents, aunt, uncle, cousin, niece, nephew, brother-in-law, sister-in-law, domestic partner, or any person living in the immediate household.

**8:1.4** Employees shall be granted necessary release time for attendance at local funeral services of current or former employees of the District. Prior approval is required to ensure necessary District services. Approved leave will be charged as personal necessity leave. If approval is denied an employee by the immediate supervisor, the employee may appeal to the Human Resources Office.

### **8:2 Jury Duty/Witness Leave**

#### **8:2.1 Jury Duty**

A leave with pay shall be granted to employees called for jury duty in the manner provided for by law. Evening employees shall have leave with pay provided the employee is required to remain on jury duty after 12:00 noon. An employee who receives a jury duty summons shall submit a copy of the summons. At the conclusion of jury duty, the employee shall submit a statement from the Jury Commissioner's Office specifying the dates and times served by the employee. This shall be attached to the Leave and Absence Report. Payment shall be made to the District in the amount of statutory fees, which the employee has received for attendance as a juror, excluding the statutory mileage fee.

#### **8:2.2 Witness**

An employee shall be granted a leave with pay to appear as a witness, other than as a litigant, in a court of law or to appear before another governmental jurisdiction in response to an official order. At the conclusion of the appearance, the employee granted leave shall submit a verified statement, specifying the dates and times the employee appeared. This shall be attached to the Leave and Absence Report. Payment shall be made to the District in the amount of the statutory fees, which the employee has received for appearing as a witness, excluding the statutory mileage fee.

### **8:3 Military Leave**

Employees who are members of any reserve corps of the armed forces of the United States or of the National Guard, or who are inducted, enlist, or are otherwise ordered to active duty shall be granted such leave and military leave pay as is provided by law.

## **ARTICLE 8. ABSENCE FROM DUTY**

(continued)

### **8:4 Sick Leave**

**8:4.1** Employees employed five (5) days a week by the District shall be entitled to twelve (12) days leave of absence for illness or injury, either the employee's own illness or injury or that of an immediate family member (i.e. spouse, domestic partner, child, father or mother) with full pay for a fiscal year of service. The unused portion of sick leave is cumulative from year to year without limitation.

**8:4.2** Employees employed five (5) days a week for less than a full fiscal year are entitled to that proportion of twelve (12) days leave of absence for illness or injury with pay as the number of months employed bears to twelve.

**8:4.3** Employees employed less than five (5) days a week and for less than a full fiscal year shall be entitled to that proportion of twelve (12) days leave of absence for illness or injury with pay as the number of days they are employed per week bears to twelve.

**8:4.4** Pay for any day of such absence shall be the same as the pay, which would have been received, had the employee served during the day of illness.

**8:4.5** Credit for leave of absence need not be accrued prior to taking such leave by the employee, and such leave of absence may be taken at any time during the year. However, new District probationary employees shall not be eligible to take more than six (6) days or the proportionate amount to which they are entitled under Article 8:4.1, 2 and 3 above until the first day of the calendar month after working six (6) months of service with the District.

**8:4.6** An employee who has exhausted all sick leave may elect to use accumulated vacation and/or compensating time off to avoid a salary deduction for absence due to illness or injury. Such leave conversion requests shall be submitted at any time prior to five (5) working days following the employee's return to work.

**8:4.7** After an employee has exhausted all sick leave, vacation, and compensation time; the employee shall receive the difference between the salary and that of a substitute, only if a substitute is employed, for the balance of the five (5) month period. The deduction for a substitute shall be at Step 1 of the range for that position.

**8:4.8** Except in cases of emergency, employees shall give notice of their impending absence to their supervisor or designee prior to the beginning of the workday. Except in cases of emergency, night custodians shall give notice three (3) hours prior to the beginning of the work shift.

**8:4.9** Employees shall indicate their intention to return to work the following day by contacting their supervisor or designee before the close of the workday. Evening employees shall notify by 10: 00 a.m. on the day of their return to work.

**8:4.10** If an employee fails to give notice within the time specified of their intention to return to work, and a substitute appears for the day's work as a result of failure to receive such notice, the substitute shall receive a full shift substitute pay and this amount shall be deducted from the employee's salary for that month, or, at the option of the employee, one day of vacation, compensating time off, or sick leave shall be deducted.

## **ARTICLE 8. ABSENCE FROM DUTY**

(continued)

**8:4.11** A sick leave day, once commenced, may not be reinstated as a working day unless approved by the supervisor. Medical appointments for a portion of the workday may be taken as sick leave.

**8:4.12** Payment for sick leave shall be authorized by the submission of the completed district attendance form by the school or department. Any employee may voluntarily submit an Approval for Leave form signed by the employee and the supervisor following the use of sick leave.

**8:4.13** The district may require certification from a physician or other proof of illness for days of absence due to illness or accident. This will be required only when the absence exceeds five (5) consecutive workdays or when there has been specific indication that sick leave has been abused.

**8:4.14** After an employee has been absent for five (5) or more consecutive workdays, the District may require certification from a physician as to the employee's fitness to return to work.

**8:4.15** When, and only when, an employee's fitness for duty is determined by the District to be marginal and threatening the employee's effectiveness on the job, an examination by a physician may be requested by the District. The physician shall be selected jointly by the employee and the District. In the event that the District and the employee are unable to agree upon a physician, a doctor shall be selected by the County Medical Association and both parties shall be bound by that decision. The employee shall authorize the examining doctor to release the results of the examination to the District. The District shall pay the cost of such an examination.

### **8:5 Industrial Accident and Illness Leave**

**8:5.1** Employees shall be allowed up to sixty (60) working days leave for the same accident or illness.

**8:5.2** Allowable leave shall not be cumulative from school year to school year.

**8:5.3** Industrial accident or illness leave shall commence on the first day of absence. In the event an employee's claim for worker's compensation is ruled to be non-work-related, any industrial leave granted will be reimbursed to the District either through sick leave, vacation, compensating time off, or salary deduction.

**8:5.4** Payment for wages lost on any day shall not, when added to an award granted the employee under the worker's compensation laws of this state or under the terms of an independent insurance carrier, exceed the normal wage for that day.

**8:5.5** Industrial accident leave shall be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under worker's compensation or the District's self-insurance.

**8:5.6** When entitlement to industrial accident or illness leave has been exhausted; entitlement to any other accrued leave shall then be used. However, if the employee is receiving worker's compensation, the employee shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensating time, vacation, or other available leave which, when added to the worker's compensation award, provides for a full day's wage or salary.

## **ARTICLE 8. ABSENCE FROM DUTY**

(continued)

**8:5.7** During all paid leaves of absence under this section, whether industrial accident leave, sick leave, vacation, compensating time off, or other available leave provided by law or the action of the Board of Trustees, the employee shall endorse to the District wage loss benefit checks received under the worker's compensation laws of this State or the District's self-insurance program. The District, in turn, shall issue the employee appropriate warrants for the payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.

**8:5.8** When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available during the thirty-nine (39) month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.

**8:5.9** Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless directed otherwise by the attending physician to seek medical treatment, or unless the Superintendent or designee authorizes travel outside the state.

**8:5.10** An employee, who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment, shall be dismissed.

### **8:6 Personal Necessity Leave**

An employee may use, at his/her election, during any fiscal year, not more than seven (7) days of accumulated sick leave for personal necessity without explanation except when such days are requested immediately before or after recesses or holidays.

It is understood that personal necessity leave is used for instances of personal or professional need and will not be used for recreation/vacation time. The Superintendent or designee has discretion and may require proof of all personal necessity.

**8:6.1** Examples of personal or professional necessity include, but are not limited to:

**8:6.1a** Mandatory appearances in court or for consultation regarding legal matters.

**8:6.1b** To fulfill the requirements of adoption or guardianship.

**8:6.1c** To fulfill the requirements concerning the guidance of a dependent such as family therapy or appearances in juvenile court.

**8:6.1d** Observances of major religious holidays or retreats.

**8:6.1e** Business appointments where the employee's attendance is required.



## **ARTICLE 8. ABSENCE FROM DUTY**

(continued)

**8:6.2** Advance permission shall not be required for leave taken for either of the following reasons:

**8:6.2a** Death or serious illness of a member of the immediate family, as defined under Bereavement.

**8:6.2b** Accident or emergency involving the employee's person or property or the person or property of the immediate family.

**8:6.3** The employee shall submit a written notice for personal necessity leave to the immediate supervisor at least forty-eight (48) hours in advance of the intended leave day. In emergency situations, where a written notice in advance is not possible, notification by phone will be accepted and written notice will be accepted after the leave.

**8:6.3a** When an employee wishes to use personal necessity days before/after holiday breaks/recess, or during the first five (5) days of school or the last five (5) days of school, they may submit a written request to a committee. Reasons would be for extenuating circumstances that warrant a review and permission. The committee would consist of the Assistant Superintendent of Human Resources, the CSEA President, and an employee of the District as mutually agreed upon.

**8:6.4** When an employee's sick leave is exhausted, short-term leave may be requested in instances of personal necessity.

### **8:7 Maternity Leave**

#### **8:7.1 Maternity Disability Leave**

**8:7.1a** This leave commences with the onset of disablement due to pregnancy unless the employee is on a Board approved uncompensated leave. The employee may claim sick leave pay and/or extended disability pay for no more than that limited period of time when the employee's physician certifies, in writing, on the form prescribed by the District, that she was actually physically disabled from performing her duties because of pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.

**8:7.1b** Employees shall give reasonable notice to the District of pregnancy. An employee may continue to work until such time that the attending physician deems that her physical inability to perform her duties requires the commencement of maternity disability leave. In the event that the District wishes to verify the statement of the employee's physician, it has the right to employ a physician of its choice.

**8:7.1c** A letter from the employee's physician certifying that the employee is pregnant and the expected date of birth of the child shall accompany the request for such leave.

**8:7.1d** The employee's request for such leave shall specify the inclusive dates that the employee desires to have the leave.

## **ARTICLE 8. ABSENCE FROM DUTY**

(continued)

### **8:7.2 Maternity Leave**

**8:7.2a** Expectant mothers who wish to absent themselves from duty for reasons other than the actual physical disability prior to and following childbirth may apply for an uncompensated maternity leave. This leave shall be granted for up to a year following childbirth.

**8:7.2b** The employee who intends to take such leave shall notify the District as soon as the fact of her pregnancy is established with reasonable certainty but not later than the sixth (6<sup>th</sup>) month of pregnancy.

**8:7.2c** A letter from the employee's physician certifying that the employee is pregnant and the expected date of birth of the child shall accompany the request for such leave.

**8:7.2d** The employee's request for such leave shall specify the inclusive dates that the employee desires to have leave.

### **8:8 Parental Leave**

Classified employees may be granted a two-day (2) paid leave for the birth or adoption of a child without loss of compensation or accrued leave time.

Parental leave is a leave for reasons of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee. The leave may also be referred to as "bonding leave" or "parental leave".

Employees (mothers or fathers, whether natural, adoptive, or foster parents) may take parental leave for purpose of the birth of a child of the employee, baby-bonding, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee. Parental leave may be taken up to twelve (12) weeks during any twelve (12) month period. Employees may be allowed to utilize accumulated sick leave during this time. If no sick leave is available, employees shall receive differential pay if allowed under California Education Code section 4519.1.

**8:8.1** Parents who wish to absent themselves from duty may request an uncompensated parental leave. This leave shall be granted for up to one year.

**8:8.2** The employee who intends to take such a leave shall notify the District in writing at least forty-five (45) days prior to the commencement date of the leave. This request shall include the fact that the employee has the primary responsibility for childcare.

### **8:9 Short Term Leave**

Leaves for up to fifteen (15) working days may be granted to permanent employees. There shall be a full salary deduction for such leave.

## **ARTICLE 8. ABSENCE FROM DUTY**

(continued)

### **8:10 Long Term Leave**

**8:10.1** After seven (7) years of non-consecutive service, an employee is eligible to request of the Board of Trustees, a leave of absence for a period of not more than one year. No compensation or employee benefits shall be paid for this leave. Employees may come back early under Article 8:11.4 of this Contract.

**8:10.2** Requests for leaves of absence to accept employment outside the District will not be approved.

### **8:11 Miscellaneous Provisions**

**8:11.1** All employees on paid absence shall receive vacation, holiday, and sick leave credit, accrue seniority, and be eligible for medical and health benefits.

**8:11.2** Employees on unpaid leave or employees with thirty-nine (39) month reemployment rights shall, upon their return, retain seniority rights and step position on the Salary Schedule, which they held at the beginning of the leave.

**8:11.3** Employees on leave without pay are eligible to continue their medical and health benefits while on leave provided they prepay the premiums on a monthly basis. If premiums are not pre-paid, coverage shall be terminated.

**8:11.4** An employee may prematurely terminate an unpaid leave and return to duties with the District by notifying the District, in writing, of such intention thirty-five (35) calendar days prior to the employee's desired date to return to work.

#### **8:11.5 Notification of Return to District**

An employee who is on leave must give the District forty-five (45) days' notice of his/her intention to return to the District at the end of the leave period. Such notification shall be in the form of a letter to the Board of Trustees.

### **8:12 Catastrophic Leave**

**8:12.1** Catastrophic leave is leave with pay due to verifiable, long-term illness or injury, which clearly incapacitates the employee or one that incapacitates a spouse or dependent minor child which requires the employee to take time off to care for the spouse or child and creates a financial hardship for the employee because he/she has exhausted all sick leave and other paid leave.

**8:12.2** Catastrophic leave is made available by accrued sick leave hours or accrued vacation hours donated by classified employees.

**8:12.3** Employees donating accrued vacation or accrued sick leave hours must donate in increments of whole hours.

**8:12.4** Regular classified employees of the District, who have successfully completed an equivalent to one full work year, shall be eligible for this leave.

## **ARTICLE 8. ABSENCE FROM DUTY**

(continued)

### **8:12.5 Catastrophic Leave Request and Verification Process**

**8:12.5a** An employee must submit a request to receive donated leave days under the Catastrophic Sick Leave Bank. This request must be submitted to the Human Resources Department on a prescribed Catastrophic Leave Application. If the employee is incapacitated, this form may be completed by an immediate family member, or a person acting on behalf of the employee, who has been authorized to do so.

**8:12.5b** A physician's detailed verification of the catastrophic illness/injury of the employee or immediate family member for whom he/she provides care, or domestic partner/companion and estimated date of return to work, if applicable, must be attached to the application. The application and attached verification are to be forwarded directly to the Human Resources Department where a determination will be made by the Catastrophic Leave Committee to approve or deny the employee's request.

**8:12.5c** If a physician indicates that an employee will not be able to return to work, the employee, prior to catastrophic leave bank approval, must apply for disability or service retirement if eligible. Stress-related illness shall be excluded for catastrophic leave eligibility.

**8:12.5d** Employees granted use of the catastrophic leave bank shall be considered in regular paid status during such use pursuant to approval of the committee. The maximum number of days of catastrophic leave that may be applied for through a single application for catastrophic illness or injury is one hundred sixty (160) hours. Extensions may be granted. The bank must contain at least four hundred (400) hours for an extension to be granted. Another application must be submitted before an extension is considered.

**8:12.5e** Three hundred twenty (320) hours per person is the maximum allotment. A member who has received catastrophic leave days from the bank must agree to repay the days at the rate of eight (8) hours per year to the catastrophic bank in the event he/she returns to work.

**8:12.5f** The receipt of a donated sick leave credit through catastrophic leave as defined herein, when combined with other District income and/or income protection or disability insurance, shall not provide the recipient with a greater daily District income/monthly fringe benefit contribution than he/she received immediately prior to the receipt of catastrophic leave.

**8:12.6** To be eligible for catastrophic leave, the employee must first exhaust all accrued paid leave including accrued sick leave, accrued vacation leave and compensating time off.

**8:12.7** In determining the catastrophic leave benefit, any long or short term disability insurance or Social Security benefits will be considered.

**8:12.8** The maximum amount of hours an employee can donate per year is forty (40) hours. The hours are not revocable.

**8:12.9** Upon retiring from the District, employees can donate, at their option, up to a maximum of one hundred sixty (160) hours.

**ARTICLE 8. ABSENCE FROM DUTY**

(continued)

**8:12.10 Catastrophic Leave Committee**

**8:12.10a** The Committee shall consist of two (2) District and two (2) CSEA representatives.

**8:12.10b** Employees may apply for benefits under this section by making written application to the Catastrophic Leave Committee. Said application shall contain the nature of the illness/injury sustained and will include a doctor's verification and prognosis.

**8:12.10c** The Committee will determine that:

1) All leaves available to the employee have been exhausted before applicant is granted Catastrophic Leave.

2) The application and doctor's verification is consistent with provisions outlined above.

3) The employee's illness/injury is the type consistent with definition set forth.

4) The need for continuance of the Catastrophic Leave by applicant.

5) The donating employee or employees have not exceeded the maximum amount of donated time.

**8:12.11** Catastrophic leave provisions shall not be subject to the grievance procedure.

**8:12.12** The provisions of this section will be reviewed annually.

**8:12.13** All information shall be held in the strictest confidence and maintained in the Human Resources Office.

**8:13 Unauthorized Absences**

**8:13.1** An unauthorized absence occurs when an employee is absent from assigned duty without proper notice and a valid reason as required by the CSEA/NUSD Agreement and/or District procedures.

**8:13.2** Employees who are absent without authorization are subject to disciplinary action up to and including dismissal.

**ARTICLE 8. ABSENCE FROM DUTY**

(continued)

**8:13.3** An employee who is absent without authorization for five (5) days and who fails to respond to District contacts and/or provide satisfactory information regarding the basis for the absence, will be subject to dismissal. In this case, the District will provide the employee with notice of, and charges, which form the cause for the pending dismissal and will give the employee five (5) workdays from the date the notice was received, within which to respond to the charges and request a hearing. The notice will be sent by certified, return receipt requested mail to the employee's last known address. If the notice is undeliverable, the effective date of notice will be deemed to be the postmark on the certified mail receipt. If the employee fails to immediately return to work or provide a satisfactory reason for failing to return to work, and/or fails to respond to the notice, the employee will be deemed to have waived his or her right to a hearing. The Governing Board may dismiss the employee at its next scheduled meeting, effective immediately.

## **ARTICLE 9. CLASSIFIED EMPLOYEE ORGANIZATION**

### **9:1 Rights and Privileges of the CSEA**

**9:1.1** The following services are provided for the CSEA:

**9:1.1a** A bulletin board or a specific bulletin board space of reasonable size agreed to by the CSEA site representative and the site administrator shall be reserved in each staff room, district wide, for the sole use of posting CSEA notices and communications.

**9:1.1b** Use of school mail, including e-mail, to carry CSEA communications.

**9:1.1c** Reasonable access to employees at their place of assignment when such access will not interfere with assigned duties of employees.

**9:1.1d** Permission to use school facilities, when not otherwise used for educational purposes, or previously reserved by another agency, without charge, for CSEA meetings, subject only to submission of the standard application in accordance with Board rules and regulations.

**9:1.1e** Non-confidential information relating to employer-employee relations, salaries, budget, District Finance, and other data appropriately of interest and concern to the CSEA, shall be provided by the District to CSEA, upon request.

**9:1.1f** A list of current employees shall be provided reasonably on request. His/her address shall also be given unless the employee has authorized the District, in writing, to withhold it.

**9:1.1g** CSEA may provide informational material about the organization to be distributed to new employees by the Human Resources Office.

**9:1.1h** The right to conduct quarterly orientation sessions on this Agreement and the rights and privileges of employees in the work site for bargaining unit employees during regular working hours at a time established by the Human Resources Office. These orientation sessions will be held jointly with the District when appropriate.

**9:1.2** The CSEA has the right to conduct a ratification session on this Contract for bargaining unit employees during regular working hours.

**9:1.3** Employees who are elected or appointed as state, regional, or local representatives of the CSEA shall be granted release time for the purpose of attending the CSEA state conference. This shall be limited to a total of five (5) days per year each for a maximum of three (3) employees.

**9:1.4** When matters of concern to the Chapter and the District require the attention of the CSEA President, he/she shall be allowed release time to conduct such business of the Chapter. Before taking such leave, notification must be given to the President's supervisor so that a mutually agreed to time can be arranged. Such time taken shall be limited to no more than ten (10) hours per month and shall be logged by date, time, and reason turned in monthly to the District Administrator of Human Resources.

## **ARTICLE 9. CLASSIFIED EMPLOYEE ORGANIZATION**

(continued)

**9:1.5** When matters of concern to the Chapter require the attention of the CSEA Chief Job Steward, he/she shall be allowed release time to conduct such business of the Chapter. Before taking such leave, notification must be given to the Chief Job Steward's supervisor so that a mutually agreed to time can be arranged. Such time taken shall be limited to no more than ten (10) hours per month and shall be logged by date, time, and reason turned in monthly to the District Administrator of Human Resources.

### **9:2 Organizational Security**

**9:2.1** The CSEA shall have the sole and exclusive right to have membership dues deducted from employees in the bargaining unit by the District.

**9:2.2** The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable organization contributions, or other plans or programs jointly approved by the CSEA and the District.

**9:2.3** The District shall pay to the designated payee within fifteen (15) days of the deduction all sums so deducted.

**9:2.4** CSEA informational material, as provided to the District by CSEA, shall be dispensed to the new employees during the course of enrollment procedures.

### **9:3 Dues Deduction**

**9:3.1** The District shall deduct, in accordance with the current dues schedule, dues from the wages of all employees who are members of the CSEA on the date of the execution of this Contract.

**9:3.2** The District shall deduct dues, in accordance with the current dues schedule, from the wages of all employees who, after the date of execution of this Contract, become members of the CSEA.

**9:3.3** The District shall immediately notify the CSEA Chapter President if any member revokes a dues authorization.

**9:3.4** Each employee covered by this Agreement who, on the effective date of this Agreement is a member of CSEA, and each employee covered by this Agreement who becomes a member after that day, shall maintain his/her membership in CSEA during the term of this Agreement.

### **9:4 Distribution of Contract**

Within thirty (30) days or within a mutually agreed time after the signing of this Contract, the District shall provide without charge a copy of this Contract to every employee in the bargaining unit. Any employee who becomes a member of the bargaining unit after the execution of this Contract shall be provided with a copy of this Contract by the District without charge at the time of employment. Each employee in the bargaining unit shall be provided by the District without charge a copy of any written changes agreed to by the parties to this Contract during the life of this Contract.



## **ARTICLE 10. PERSONNEL FILES**

**10:1** The personnel file of each employee shall be maintained at the District's Central Administration Office.

**10:2** The employee's personnel file shall be made available for review by the employee involved. If desired, the employee may be accompanied by a representative while making this examination. The examination shall be made in the presence of the administrator or designee.

**10:3** The request to inspect the file shall be made at a time when the employee is not actually required to render service to the District.

Copies of materials in the employee's personnel file shall be provided to the employee upon request.

**10:4** Information or statements of a derogatory nature, except material obtained for the purposes of hiring, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon within ten (10) working days.

An employee shall have the right to enter comments and have them attached to any such derogatory statement. Such review shall take place during normal working hours and the employee shall be released from duty for this purpose without loss of pay.

**10:5** Information or statements of a derogatory nature shall be placed in the personnel file within six (6) months of the occurrence of the incident upon which it is based. Evaluations may refer to material, which has been placed in the personnel file during the evaluation period.

**10:6** Anonymous materials shall not be placed in personnel files.

**10:7** All material placed in an employee's personnel file shall be dated.

**10:8** Information of a positive nature shall be placed in an employee's file as determined by the Administrator of Human Resources, such as indications of special competencies, achievements, performances, or contributions of an academic, professional, or civic nature. Material of a similar nature received from responsible outside sources shall also be included in a Unit Member's file. Copies of such material shall be provided to the Unit member.

## **ARTICLE 11. GRIEVANCE PROCEDURES**

### **11:1 Definitions**

**11:1.1** A "Grievance" is an allegation that the grievant has been directly and adversely affected by an interpretation, application, or violation of this Contract.

**11:1.2** A "Grievant" may be an employee, the CSEA, or the CSEA on behalf of an employee, provided, however, that the grievance involving an employee's rights shall not be filed unless there is an employee whose rights have allegedly been aggrieved.

**11:1.3** A "Day" shall indicate a regular workday for the District Central Administration Office.

**11:1.4** "Limitations": Actions to challenge or change the general policies of the District as set forth in the rules and regulations or the administrative regulations must be taken under separate process. Other employer-employee relation matters for which specific methods of review or remedy are prescribed by law are not covered by the procedures of this Article unless specifically provided in this Contract.

### **11:2 Level I and II**

**11:2.1** Before filing a formal grievance, the grievant shall attempt to resolve it by an informal conference with the immediate supervisor. If the grievant is not satisfied with the decision at the informal conference, the grievant may present directly or through the job representative, the grievance in writing on the prescribed form to the immediate supervisor. This shall occur within thirty (30) days after the grievant knows or should have known of the occurrence of the act or omission-giving rise to the grievance.

**11:2.2** This statement shall be a clear, concise statement of the grievance, the specific section of the Contract allegedly violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

**11:2.3** The immediate supervisor shall communicate the decision in writing to the grievant and the CSEA within fifteen (15) days after receiving the grievance.

### **11:3 Level III**

**11:3.1** In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision on the form prescribed by the District to the Superintendent or designee, within ten (10) days after receiving a decision from Level II.

**11:3.2** This statement shall include a copy of the original grievance and appeal, the decisions rendered and a clear, concise statement of the reasons for the appeal.

**11:3.3** The Superintendent or designee shall communicate the decision in writing to the grievant and the CSEA within fifteen (15) days after receiving the appeal.

### **11:4 Level IV - Mediation**

**11:4.1** In the event the grievant is not satisfied with the decision at Level III, the grievant may appeal the decision on the form prescribed by the District to mediation, within ten (10) days after the receipt of the decision from the Superintendent/designee.

## **ARTICLE 11. GRIEVANCE PROCEDURES**

(continued)

**11:4.2** The grievant and the District shall request the services of a mediator from the State Mediation/Conciliation Service (SMCS). In the event that SMCS is unable to provide the services of a mediator, the parties shall meet to select a mutually agreeable mediator. If the parties are unable to identify an agreeable mediator whose services are free of charge, the parties may either agree to share the charges equally or waive mediation. CSEA may then submit the grievance to arbitration.

**11:4.3** The mediator shall attempt to resolve the grievance by exploring settlement options with the parties.

### **11:5 Level V – Arbitration**

**11:5.1** If the parties were unable to reach resolution at Level IV, the grievant may request CSEA to submit the grievance to arbitration within ten (10) days following the final mediation session. If CSEA does not appeal Level IV to arbitration, the grievance shall be considered withdrawn.

**11:5.2** The parties shall select a mutually agreeable arbitrator. In the event they are unable to agree on an arbitrator within ten (10) days of CSEA's submission of the grievance to arbitration, the arbitrator shall be selected from a list submitted by the State Mediation and Conciliation Service. If the grievant and the Superintendent cannot agree on the arbitrator from the list, each party shall alternately strike names until only one name remains.

**11:5.3** The arbitrator shall conduct a hearing at which both parties may present evidence. After completing the hearing, the arbitrator shall prepare a report listing the issues, the pertinent facts, and the proposed decision. This report shall be sent to the Board of Trustees, CSEA, the grievant, and the Superintendent. The cost of the arbitrator and the arbitration process shall be borne equally by CSEA and the District.

**11:5.4** The decision of the arbitrator shall be final and binding on both parties.

### **11:6 Miscellaneous Provisions**

**11:6.1** No reprisals of any kind shall be taken by the Board of Trustees or by any member of the administration against anyone by reason of participation in the grievance procedure or support of any participant thereto.

**11:6.2** All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.

**11:6.3** During the pendency of any proceeding and until a final determination has been reached, all proceedings shall be private and any preliminary disposition shall not be made known to the non-school public without the written consent of all parties.

**11:6.4** Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time allotted had the decision been given. The specified time limits in this procedure may be extended by mutual agreement in writing between the parties.

## **ARTICLE 11. GRIEVANCE PROCEDURES**

(continued)

**11:6.5** Failure by a grievant to appeal a decision within the specified time limit shall be deemed an acceptance of the decision.

**11:6.6** A grievance that is not in the jurisdiction of the immediate supervisor may be submitted by the CSEA at Level III.

**11:6.7** Forms for filing grievances, reports, and any other necessary documents shall be jointly prepared by the CSEA and the Personnel Office.

**11:6.8** Either party may be accompanied by a representative of his/her own choosing at any level of the procedure.

**11:6.9** The grievant, representative, and any necessary witness shall be granted release time to attend any hearing or conference required by this grievance process.

**11:6.10** An employee covered by this Contract may present a grievance directly and have such grievance adjusted without intervention of the CSEA as long as the adjustment is not inconsistent with the terms of this Contract. The CSEA shall be provided with copies of any grievances filed by employees directly and any responses by the District. Prior to the resolution of any grievance, the CSEA shall be provided with a copy of the proposed resolution for review. The CSEA shall be given an opportunity to file a written response to the proposed resolution. Any disagreement concerning whether the settlement is inconsistent with the terms of this Contract shall be subject to the grievance procedure.

**11:6.11** Group Grievances: If the grievance involves employees with different immediate supervisors, the grievance may be filed at Level III.

**11:6.12** If the grievance results from action or inaction at the District Office, the grievance may be submitted at Level III.

## **ARTICLE 12. EVALUATION**

The purpose of the performance appraisal plan is to provide a systematic way of setting objectives, assessing an employee's performance, and identifying areas for improvement and development.

### **12:1 Goal Setting/Observations/Data Collection**

Accomplishments and results based upon goals represent an important measure of an employee's performance.

**12:1a** Performance objectives/goals will be mutually established at the beginning of each performance appraisal period by the employee and his/her immediate supervisor.

**12:1b** Performance objectives/goals will be written and signed by the employee and the supervisor on the appropriate form. Goal(s) are to be specific, measurable, and results oriented with an established timeframe. At least one goal will be identified for each year.

**12:1c** The performance objective/goals may be amended if the performance objectives change during the performance period.

**12:1d** Formal and informal observations are ongoing.

### **12:2 Probationary Evaluation Cycle**

Probationary Unit Members are evaluated twice during the one hundred and five (105) work day probation period, on or before the fifty-fifth (55<sup>th</sup>) work day and the eighty-fifth (85<sup>th</sup>) work day. By the end of the one hundred tenth (110<sup>th</sup>) work day, permanent status will be granted or denied. Upon mutual agreement between the employee, the District, and CSEA, an employee's probationary period can be extended by a mutually agreed upon period, as long as the total probationary period does not exceed twelve (12) months as required by law.

### **12:3 Permanent Evaluation Cycle**

Permanent employees are formally evaluated at least every two (2) years. The evaluation is based on work performed in the two-year (2) cycle.

If the evaluator and the employee both consent, and employee with at least five (5) complete years of services in the same classification, whose most recent two (2) evaluations have been satisfactory, may agree that the employee's evaluation cycle may be extended for a period of up to five (5) years. The extension agreement shall be signed by both parties, be in writing and shall be placed in the personnel file. At any time, either the employee or the evaluator may withdraw consent. If consent is withdrawn by either the employee or the evaluator, the withdrawal shall be provided in writing to the other party and a copy sent to the Human Resources department.

A permanent employee may be evaluated more frequently if there has been:

**12:3a** a new assignment or significant change in the job;

**12:3b** an unsatisfactory evaluation in the previous cycle;

**12:3c** significant improvement in job performance;

**12:3d** a decline in performance since the last evaluation;

**12:3e** a request from the employee.

## **ARTICLE 12. EVALUATION**

(continued)

**12:4** Employees shall be notified on any area of concern. No negative evaluation shall be made of an employee without documented evidence that the evaluator has met and counseled the employee in the area(s) of concern before the formal evaluation.

### **12:5 Timeline**

**12:5a** The final evaluation shall be completed by the anniversary date of hire or by May 31.

**12:5b** The Human Resources Department will notify employee and the evaluator of evaluation date one-month (1) prior.

### **12:6 Information**

#### **12.6a Dissemination**

The Human Resources Department/designee will inform all new employees of evaluation procedures and instruments and provide employees with copies.

#### **12.6b Conference**

Either the evaluator and/or designee (e.g. Supervisor) or the employee and/or employee groups can request a meeting as needed to review:

- 1) evaluation procedures and instruments,
- 2) expectations for the year

### **12:7 Formal Evaluation**

#### **12.7a Written Report**

The employee may submit any data (work samples, documentation from colleagues or others, etc.) believed to be pertinent.

#### **12.7b Content**

In addition to the observations, the evaluator may use appropriate documented input from other individuals familiar with the employee's work. In the case of any employee with multiple job sites, the evaluator shall contact other supervisors for their input.

#### **12.7c Advance Notification**

The Human Resources Department shall inform the employee in advance of the evaluation due date to give the employee the opportunity to provide the evaluator with any information desired.

## **ARTICLE 12. EVALUATION**

(continued)

### **12.7d Pre-Conference (Optional)**

Either the evaluator or the employee could request a pre-evaluation conference to discuss any areas of mutual concern.

### **12.7e Post-Conference**

A conference will be held at the time of the evaluation. The purpose of the conference is to:

- 1) review all pertinent evaluative data;
- 2) discuss expectations, if applicable, to be addressed in the next performance appraisal cycle.

### **12.7f File**

The evaluation form is to be signed by both parties with a copy to each. The employee's signature signifies awareness of content, not necessarily agreement. The employee has ten working days to file a written response, if desired. A copy of the evaluation shall be placed in the employee's personnel file.

## **12:8 Due Process**

Due process is an integral part of the evaluation system. It is provided for as follows:

**12.8a** Employees are informed about the system and procedures through conferences (group and individual).

**12.8b** Employees are given copies of procedures and forms.

**12.8c** Employees have the opportunity to file a written response to the formal evaluation within ten (10) working days of receipt of a copy of said evaluation. If an employee requests, in writing, additional clarification of the evaluation, the supervisor will respond, in writing, within ten (10) working days.

**12.8d** Employees have access to their personnel file that is maintained in the District Human Resources Office as provided in the Contract.

**12.8e** Employees have the right to bargaining unit representative in any phase of the process.

## **ARTICLE 12. EVALUATION**

(continued)

### **12:9 Procedures in the Event of an Unsatisfactory Evaluation**

When there is an unsatisfactory evaluation, the evaluator will make specific recommendations for improvement and suggestions of available sources of assistance. A plan of assistance should be developed by the evaluator and evaluatee to include an analysis of observable difficulties in meeting district performance standards and statement of immediate action to overcome these difficulties. The plan, identifying checkpoints, is to be signed by both employee and evaluator. The final decision on the plan rests with the evaluator. At the time of evaluation, a deadline will be set for expected improvement. Following the deadline, reevaluation will be made.

### **12:10 Appeal Process**

In the event the employee feels the evaluation procedures have not been followed, he/she may follow the grievance procedures outlined in Article 11.



## **ARTICLE 13. TRANSFER**

**13:1** A transfer is a move from one work location to another work location in the District within a job title.

**13:1a** A “District Initiated Transfer” is a move from one work location to another location in the District within a job title, into an open position for one (1) employee going through progressive discipline, or for two (2) employees, in the same job title, that are going through progressive discipline. The employee and CSEA shall be provided a thirty (30) calendar day notification and rationale for a “District Initiated Transfer”.

**13:2** All vacancies shall be posted by the District for no less than five (5) working days at work locations and on the District website. A copy shall also be furnished to CSEA.

**13:3** When a new position is created or an existing position becomes vacant, the District shall first offer the opportunity to transfer to bargaining unit employees serving in the same job title in the District. An employee within the job title may apply for transfer to that position by filing a written notice with the Human Resources office.

**13:3.1** The District shall interview the Unit Member(s) who apply under this section and shall select the most qualified Unit Member from the internal applicant(s) for the vacant position. A Unit Member shall not be considered qualified for transfer if, within the past two (2) years, s/he has received any written notice of a derogatory nature regarding job performance or conduct to which the Unit Member has had an opportunity to respond, unless the new supervisor elects to accept his/her qualifications. If the supervisor who issued such a notice states in writing that the problem has been corrected, the Unit Member shall be deemed qualified. A derogatory comment appearing only in the Performance Appraisal and in no other document shall not be considered written notice under this section.

**13:4** All vacancies shall be posted by the District for no less than five (5) working days at work locations. A copy shall also be furnished to the CSEA.

**13:5** Ten (10) and eleven (11) month employees may request to receive notice of vacancies in related job titles during their normal, summer season, non-work days by leaving their names and addresses with the Human Resources Office. Such employees shall receive notices of all non-related job title openings upon request.

**13:6** An employee on leave shall have the right to have the CSEA file for the transfer on the employee's behalf.

**13:7** The District shall attempt to find alternative work for an employee who has become medically unable to satisfactorily perform the work in the employee's regular job title.

**13:8** Should an employee be denied transfer, the employee shall be entitled to an interview with the Administrator of Human Resources or designee within ten (10) days.

**13:9** An employee who is transferred may be returned to their former position within a period of forty (40) workdays. Such a return to their previous position shall not be considered a disciplinary action.

## **ARTICLE 14. PROMOTION**

**14:1** A promotion is a move to a classification at a higher salary range.

**14:1a** An employee who is promoted shall serve a promotional probationary period not to exceed seventy (70) work days.

**14:2** When an opening exists which could result in a promotion, a Unit Member interested in a promotion shall submit a written application. The Administrator of Human Resources shall, on the basis of the written application and past performance evaluations, determine if the Unit Member meets the job requirements.

**14:3** Current district Unit Members meeting the requirements will be given first priority and will be scheduled first for interviews. The interview committee shall include at least one unit member designated by CSEA. A performance test may also be required. If no Unit Member is found to be qualified by the selecting official, applicants who are not district Unit Members may be interviewed after Unit Members are considered.

The following Human Resources practices are intended to provide clarity and consistency and ensure that current classified employees have first priority to interviewing for promotions.

### **Protocol**

1. Jobs will be posted internally for five (5) days.
2. At the same time, a posting for external candidates will be prepared but not distributed until after the internal posting process has been completed according to the criteria listed below.
3. Inside candidate applications will be maintained in a file separate from the applications of outside candidates. The applications of outside candidates will not be considered until the conclusion of the process with inside candidates.
4. Inside candidates who do not meet the posted requirements, and are not selected for an interview, will be contacted and advised accordingly.
5. Qualified inside candidates, meeting the posted job requirements, will be scheduled for interviews.
6. Candidates who are interviewed will be evaluated and ranked by the interview committee.
7. Following the interviews, inside candidates will be contacted regarding the results of the interview process.
8. In the event that no inside candidate is deemed qualified for the position, and after personally contacting all inside candidates concerning their status, outside candidates will be contacted for an interview.
9. At no time during the process shall the confidentiality of the interview process be compromised by any member of the interview panel.

**ARTICLE 14. PROMOTION**

(continued)

**14:4** An employee who is promoted and who does not perform satisfactorily within his/her promotional probationary period and is released from that position shall be returned to a position within his/her former classification or a classification with the same range and for which the employee is qualified. The reinstatement of an employee to a position at his/her previous range under this Article shall not be to a probationary status nor shall it be considered a disciplinary action nor is it grievable. The employee shall have the right to voluntarily return to his/her previous position within thirty (30) work days of his/her first day of service in the promotional position.

## **ARTICLE 15. REDUCTION IN FORCE**

### **15:1 Definition and Cause**

**15:1.1** For the purpose of this Article, a layoff shall be considered as any of the following three cases where the said action shall be due to lack of funds and/or lack of work:

**15:1.1a** An involuntary separation of a member of the bargaining unit from active service.

**15:1.1b** A voluntary reduction in hours of employment in order to avoid interruption of employment.

**15:1.1c** A voluntary reassignment to a class or grade lower than that which the employee holds in order to avoid interruption of employment.

**15:1.2** The decision to reduce hours and the effects thereof shall be negotiated with the CSEA.

### **15:2 Notice**

**15:2.1** Prior to taking action on a layoff, the District shall notify the CSEA sufficiently in advance of the intended action, to provide an opportunity for the parties to this Agreement to commence negotiations, upon request by the CSEA, over any impact on the bargaining unit not specifically provided for in this Article.

**15:2.2** The District shall notify all affected employees, in writing, at least as required by California Education Code, currently sixty (60) days prior to the effective date of layoff. The notice shall specify the reason for the layoff, the effective date of the layoff, rights of displacement and reemployment rights, any rights of unemployment benefits, and information as to the location of the seniority list.

### **15:3 Order of Layoff**

All layoffs shall occur by the order of seniority within approved job classifications where the least senior employee shall be terminated first, the next senior employee shall be terminated second, and so forth until the need for reduction is fulfilled.

### **15:4 Seniority**

**15:4.1** Seniority status of all employees shall be frozen as of January 31, 1990, based on their paid status as of that date. Seniority lists for these employees are available in the Human Resources Office. Seniority status for employees hired after January 31, 1990, shall be based on the date of hire in the position. The seniority status for employees who have resigned and are rehired is based on the rehire date.

**15:4.2** If two (2) or more employees, subject to layoff, have equal seniority, the determination as to who shall be laid off shall be made on the basis of date of hire, with the employee hired first being retained. If the date of hire is also equal, then the determination shall be made by lot.

**15:4.3** Seniority list(s) for all affected employees and all relevant computations and information that forms the basis of the seniority order shall be supplied to the CSEA upon request

## **ARTICLE 15. REDUCTION IN FORCE**

(continued)

**15:4.4** Seniority list(s) shall be sent to each site representative to be posted for corrections thirty (30) days prior to being submitted to Board of Trustees.

### **15:5 Displacement Rights ("Bumping")**

**15:5.1** An employee who is to be laid off shall have the right, based on seniority, to bump into a lateral or lower job classification in which the employee has previously served or to be laid off. For the purpose of bumping, seniority shall include the total of the seniority in the classification from which the employee is laid off, plus the seniority in the lateral or higher classification, in which the employee has served.

An employee who is to be laid off may be considered to bump a less senior employee in a previously held classification, when as a result of reclassification, the job title has been changed, if the District determines that the laid off employee meets the minimum qualifications for the reclassified and re-titled position as currently posted.

**15:5.2** The District will offer to employees whose positions are to be eliminated due to layoff, and who have displacement rights, the option of exercising their displacement rights or accepting layoff in lieu of displacement. Employees who wish to exercise displacement rights shall notify the Human Resources Office on a form provided by the District within ten (10) calendar days of the receipt of the notice of layoff.

**15:5.3** Employees whose positions are to be eliminated due to layoff may displace the least senior employee in the same classification with the closest hours and work year to the displaced employee. Alternatively, the laid off employee may displace the least senior employee in a lateral or lower classification in which the laid off employee has seniority rights, if one of these classifications has a junior employee with the closer hours to the laid off employee than any junior employee in the classification in which the laid off employee currently serves.

### **15:6 Voluntary Actions**

**15:6.1** A laid off employee may accept a voluntary demotion to a vacancy in a lower classification provided that the employee is qualified for the new position.

**15:6.2** A laid off employee may apply for a lateral transfer to a vacant position in an equal classification and shall be given preferential consideration for selection.

**15:6.3** Employees who exercise displacement rights into a lower class, or who take voluntary demotions or reductions in assigned time in lieu of being laid off, shall be granted the same rights as persons who are laid off. Such persons shall also have the right to reinstatement to the classification from which they were laid off or reinstatement to positions with increased assigned time as vacancies become available for a period of twenty-four (24) months in addition to the thirty-nine (39) month reemployment rights, provided that the same tests of fitness under which they qualified for appointment to the class shall still apply.

## **ARTICLE 15. REDUCTION IN FORCE**

(continued)

### **15:7 Salary Placement**

**15:7.1** Laid off employees who exercise displacement rights into a lower classification shall be placed on the highest salary step below their current salary. Laid off employees who accept a lateral transfer shall be placed on the salary step they currently hold.

### **15:8 Consideration for Other Assignments**

**15:8.1** An employee who is laid off or is about to be laid off shall receive priority consideration to any vacant position within the Classified service for which the employee is qualified. The District shall determine whether the employee is qualified based on the job description's specific needs. Should the salary be greater than the current rate of pay, then the employee shall be considered to have been promoted and shall receive an appropriate adjustment upwards as defined by this Contract.

### **15:9 Reemployment**

**15:9.1** All employees who are laid off shall have reemployment rights in their former classification or in any class in which they have accrued seniority for a period of thirty-nine (39) months following the date of termination and shall be reemployed in preference to new applicants.

**15:9.2** Upon reemployment, the employee shall have seniority and all other benefits of the position reinstated as if there were no break in service including, but not limited to, step placement, vacation, sick leave, and other rights and benefits.

### **15:10 Notification of Reemployment Opening**

**15:10.1** By telephone, followed by a notice offering reemployment, the District shall notify individuals of reemployment and/or reinstatement opportunities. The notice shall be directed to the last known address and telephone number. Employees shall be responsible for notifying the District of any changes in address or telephone number.

**15:10.2** Individuals offered reemployment or reinstatement shall notify the District of their intent to accept or refuse the offer three (3) working days following the receipt of the reemployment notice.

**15:10.3** The District shall make three (3) offers of reemployment or reinstatement to laid off individuals. After the third refusal and for the remainder of the reemployment period, laid off individuals may notify the District if they wish to exercise their reemployment rights by filling a specific vacancy. The District shall then notify such employees whenever the specific vacancy exists.

**15:10.4** Laid off individuals who are reemployed within the specific reemployment period will have all benefits and rights restored.

**15:11** This Article shall not be construed so as to deprive any employee of any rights and privileges as set forth by the Education Code sections governing the Classified service.

## **ARTICLE 16. SAFETY**

**16:1** The District and the employees are mutually obligated to provide a safe working environment.

**16:2** All employees shall report, in writing, any unsafe or unhealthful working condition or equipment to the immediate supervisor as soon as they become aware of it. The supervisor will acknowledge receipt of the concern within forty-eight (48) hours of the report. If possible, the supervisor will identify next steps upon acknowledging receipt of the concern.

**16:3** Members of the bargaining unit shall be appointed to the District Safety Committee in equal numbers to the combined management and supervisory representatives. The CSEA shall designate its members. The committee chair shall be selected from amongst committee members by committee members. The committee shall meet at least every other month or more often as safety concerns become known. These meetings shall be scheduled during normal work hours whenever possible. Only that committee time served by the appointed representatives during their normal working hours shall be compensated at the employee's appropriate rate of pay.

**16:4** Should the duties of an employee require the use of equipment to ensure the safety of the employee, the District shall furnish such equipment.

**16:5** No member shall be discriminated against as a result of reporting any unsafe or unhealthful working condition or equipment.

**16:6** Should a safety hazard endanger life or limb, the employee shall immediately report the situation to the supervisor, or if the supervisor is not available, the next administrator in the chain of command. At either the employee's option or the supervisor's discretion, the employee shall be temporarily reassigned to other duties pending the District's determination of the safety hazard. In the event that the employee disagrees with the District's determination of the safety hazard, and continues to consider the situation hazardous, he/she shall continue in the temporary reassignment and the matter shall be referred to the Safety Committee. The Safety Committee shall make a determination of the safety hazard and what actions are warranted. The employee shall be notified of any determinations or actions of the Safety Committee within thirty (30) days of the occurrence.

## **ARTICLE 17. CONCERTED ACTIVITIES**

**17:1** It is agreed and understood that there will be no strike, work stoppage, slow-down, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Contract, including compliance with the request of other labor organizations to engage in such activities.

**17:2** The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Contract and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

**17:3** It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges, or services provided for in the Article of this Contract entitled Classified Employee Organization.



**ARTICLE 18. SEVERABILITY**

**18:1** Savings Clause: If, during the life of this Contract, there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Contract, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation as a part or portion of this Contract shall not invalidate any remaining portions, which shall continue in full force and effect.

**ARTICLE 19. COMPLETION OF MEET AND CONFER**

**19:1** This document constitutes the complete Contract between the parties and concludes negotiations for the term of this Contract except as set forth in the reopeners or as mutually agreed.

**ARTICLE 20. DURATION and REOPENERS**

**20:1 Duration**

This contract shall become effective July 1, 2019 and shall remain in effect through June 30, 2022.

**20:2 Reopeners**

Each party may reopen on salary, benefits, and up to two (2) other Articles in the contract in 2021-2022.

## **ARTICLE 21. DISCIPLINARY PROCEDURE**

### **21:1 Termination of Probationary Employment**

At any time prior to the expiration of the probationary period, the Superintendent or designee may, at his/her discretion, dismiss a probationary classified employee from District employment. A probationary employee shall not be entitled to a hearing.

### **21:2 Disciplinary Action**

Permanent classified employees shall be subject to personnel action including suspension without pay, demotion, reduction of pay step in class or dismissal only for cause. These causes are listed below:

#### **21:2.1 Cause**

In addition to any disqualifying or actionable causes otherwise provided for by statute or by policy or regulation of this District, each of the following constitutes cause for personnel action against a permanent classified employee:

- a) Falsifying an information supplied to the District, including, but not limited to, information supplied on application forms, employment records, or any other District records.
- b) Incompetency
- c) Inefficiency
- d) Neglect of duty
- e) Insubordination
- f) Dishonesty
- g) Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her.
- h) Possessing or being under the influence of a controlled substance at work or away from work, or furnishing a controlled substance to a minor.
- i) Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction for this purpose.
- j) Absence without leave
- k) Immoral conduct

## **ARTICLE 21. DISCIPLINARY PROCEDURE**

(continued)

- l) Discourteous treatment of the public, students, or other employees.
- m) Improper political activity
- n) Willful disobedience
- o) Misuse of District property
- p) Violation of District, Board or departmental rule, policy, or procedure.
- q) Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.
- r) Refusal to take and subscribe any oath or affirmation, which is required by law in connection with his/her employment.
- s) Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age against the public or other employees while acting in the capacity of a District employee.
- t) Unlawful retaliation against any other District officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority and information relative to an actual or suspected violation of state or federal law occurring on the job or directly related thereto.
- u) Any other failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the District or his/her employment.

No personnel action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the District.

### **21:3 Procedure for Discipline**

In handling disciplinary matters, it is intended that progressive steps be utilized unless the incident giving rise to the discipline is of such a nature that immediate or more severe action is appropriate. The Superintendent or his/her designee may skip one or more steps in the above progressive discipline sequence in those cases involving a serious threat to District property, or the health or safety of any persons or other compelling reasons. Progressive steps must be as follows in dealing with causes of a cumulative nature:

**21:3a** Verbal warning, or in cases of a serious violation, a written reprimand;

**21:3b** Written reprimand;

## **ARTICLE 21. DISCIPLINARY PROCEDURE**

(continued)

**21:3c** Suspension without pay (“without pay” means a unit member’s daily wage not including fringe benefits). Total suspension(s) for any individual employee shall not exceed thirty (30) workdays per calendar year;

**21:3d** Dismissal or demotion;

**21:3e** The Association and the District recognize that emergency situations can occur involving the health and welfare of students and/or employees. If the employee’s presence would lead to an immediate threat to the lives, safety, or health of the students or fellow employees, the District may suspend the employee without pay and serve on the employee a written notice of discipline and notice of right to a formal hearing in accordance with this Article. If, as a result of either the informal or formal hearing, the suspension is found unwarranted or of undue length, the employee shall be reimbursed the appropriate back pay.

### **21:4 Verbal Warning**

**21:4a** It is agreed between the parties that disciplinary questions and/or issues are best resolved by means of objective discussion between the employee and his/her immediate supervisor;

**21:4b** Subsequent to a verbal warning, a written summary of the verbal warning shall be shared with the employee in a meeting with his/her supervisor. The summary will not be placed into the employee’s personnel file;

**21:4c** At the employee’s option, a written response may be attached to the written summary.

### **21:5 Written Reprimand**

**21:5a** Subsequent to a verbal warning, if the issue reoccurs, a written reprimand shall be shared with the employee in a meeting with his/her supervisor. The written reprimand shall be placed into the employee’s personnel file;

**21:5b** At the employee’s option, the employee shall be allowed to respond within ten (10) workdays. The written response shall be attached to the written reprimand.

### **21:6 Preliminary Written Notice for Suspension, Demotion or Dismissal**

**21:6a** A permanent bargaining unit member and CSEA shall receive a preliminary written notice of any proposed discipline. The written notice must contain a specific statement of charges or grounds upon which the proposed disciplinary action is based and the date the disciplinary action will be effective;

**21:6b** Any written materials, reports, or documentation upon which the disciplinary action is based must be attached to the preliminary written notice;

**21:6c** The bargaining unit member and/or CSEA shall have the right to respond either orally or in writing within ten (10) workdays to the Superintendent or his/her designee;

## **ARTICLE 21. DISCIPLINARY PROCEDURE**

(continued)

**21:6d** The Superintendent or designee shall consider the bargaining unit member's response and recommend within ten (10) workdays that the proposed disciplinary action either be taken or not taken;

**21:6e** By written mutual agreement between the parties the timelines may be extended.

### **21:7 Notice of Intention to Suspend, Demote, or Dismiss**

**21:7a** The Notice of Proposed Disciplinary Action shall be served on the person to be dismissed, suspended, or demoted, either personally or by certified mail to the employee's last known address;

**21:7b** Amended/Supplemental Charges: At any time before an employee's appeal is finally submitted to the Board or to a hearing officer for decision, the complainant may, with the consent of the Board or hearing officer, serve on the employee and file with the Board an amended or supplemental recommendation of personnel action. If the amended or supplemental recommendation presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare his/her defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted on the record;

**21:7c** Any permanent bargaining unit member against whom disciplinary action is initiated by the District shall be given written notice by the Superintendent or his/her authorized representative of the specific charges against him/her. The notice shall contain a statement of his/her rights to a hearing on such charges. The time within which such hearing may be requested shall not be less than five (5) workdays after service of the notice on the employee, and the notice shall be accompanied by a paper, the signing and filing of which with the Superintendent or his/her authorized representative shall constitute a demand for a hearing and a denial of all charges;

**21:7d** Failure of the employee to file a request for hearing within the time specified shall constitute a waiver of the employee's right to a hearing. CSEA shall also be served a copy of the charges at the same time they are served on the bargaining unit member. Any suspension invoked under these rules against any one person for one or more periods shall not aggregate more than ninety (90) calendar days in any twelve (12)-month period; however, this time limitation shall not apply to cases in which a personnel action of dismissal is modified by the Board to a suspension;

**21:7e** Employee's Rights to Representation: A unit member shall, upon request, be entitled to Association representation in any disciplinary action under this procedure. If a unit member designates an independent counsel as his or her representative, the District shall notify CSEA upon becoming aware of their designation. CSEA shall have the right to approve/review any formal hearings before a third (3<sup>rd</sup>) party and submit such amicus briefs as it deems appropriate;

**21:7f** The Superintendent or his/her designee may place any permanent bargaining unit member on administrative leave from duty with pay pending a determination of whether or not discipline will be recommended by the Superintendent or his/her designee. Paid Administrative Leave shall be considered a preliminary investigatory step and shall not be considered discipline.

## **ARTICLE 21. DISCIPLINARY PROCEDURE**

(continued)

### **21:8 Hearing Procedure**

**21:8a** The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board or hearing officer and the availability of counsel and witnesses. The parties shall be notified of the time and place of the hearing. The employee shall be entitled to appear personally, produce evidence, and have counsel. The employee shall be entitled to a public hearing if he/she demands it when the Board is hearing the appeal. The complainant may also be represented by counsel. The procedure entitled "Administrative Adjudication" commencing with Government Code 11500 shall not apply to any such hearing before the Board or a hearing officer. Neither the Board nor a hearing officer shall be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the Board;

**21:8b** All hearings shall be heard by a hearing officer (who shall be an attorney licensed in the State of California) except in those cases where the Board determines to hear the appeal itself. In any case in which the Board hears the appeal, the Board may use the services of its counsel or a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law. If the appeal is heard by the Board, the Board shall affirm, modify, or revoke the recommended personnel action;

**21:8c** If the appeal is heard by a hearing officer, he/she shall prepare a proposed decision in a form that may be adopted by the Board as the decision in the case. A copy of the proposed decision shall be received and filed by the Board and furnished to each party within ten (10) workdays after the proposed decision is filed by the Board. The Board may:

- 1) Adopt the proposed decision in its entirety;
- 2) Reduce the personnel action set forth in the proposed decision and adopt the balance of the proposed decision;
- 3) Reject a proposed reduction in personnel action, approve the personnel action sought by the complainant or any lesser penalty, and adopt the balance of the proposed decision;
- 4) Reject the proposed decision in its entirety;

If the Board rejects the proposed decision in its entirety, each party shall be notified of such action and the Board may decide the case upon the record including the transcript, with or without the taking of additional evidence, or may refer the case to the same or another hearing officer to take additional evidence. If the case is so assigned to a hearing officer, he/she shall prepare a proposed decision, as provided in item "c" above, upon the additional evidence and the transcript and other papers, which are part of the record of the prior hearing. A copy of this proposed decision shall be furnished to each party within ten (10) workdays after the proposed decision is filed by the Board.

In arriving at a decision or a proposed decision on the propriety of the proposed personnel action, the Board or the hearing officer may consider the records of any prior personnel action proceedings against the employee in which a personnel action was ultimately sustained and any records that were contained in the employee's personnel file and introduced into evidence at the hearing.



## **ARTICLE 21. DISCIPLINARY PROCEDURE**

(continued)

### **21:9 Hearing Decision**

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

The decision of the Board shall be certified to the Superintendent or designee who recommended the personnel action, and he/she shall enforce and follow this decision. A copy of the decision shall be delivered to the appellant or his/her designated representative personally or by registered mail. The decision of the Board shall be final.

### **21:10 Compulsory Dismissal**

The District shall not employ, or retain in employment, any person who has been convicted of any sex offense as defined in Education Code 44010, or any controlled substance offense as defined in Education Code 44011. However, the District may employ a person convicted of a controlled substance offense if the Board determines, from the evidence it requires, that the person has been rehabilitated for at least five years. If any such conviction is reversed and the person acquitted or charges dismissed except as otherwise provided below, the employee may be reemployed by the District, although reemployment is not a guarantee (Education Code 45123).

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

### **21:11 Extension of Compulsory Leave**

The Board may extend an employee's compulsory leave of absence by giving him/her notice, within ten (10) workdays after the entry of judgment in the proceedings, that he/she will be dismissed in thirty (30) workdays unless he/she demands a hearing. Employee compensation during the period of compulsory leave shall be made in accordance with the law (Education Code 44940.5).

**ARTICLE 22. CONTRACTING OUT**

**22:1** The District will comply with California Law and Education Code section 45103.1.

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) CONTRACT**  
**Novato, CA Chapter 312 – Term: July 1, 2019 ~ June 30, 2022**

**SIGNATURES:**

**NOVATO UNIFIED  
SCHOOL DISTRICT**

2019-2020 TA Approved by Board 3.17.20  
Debbie Butler, President

**CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION**

2019-2020 TA Signed 2.12.20  
Sandie Vaughn, President

**CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION**

2019-2020 TA Signed 2.12.20  
Labor Relations Representative

**6.30.20 Update:**

Based on the Tentative Agreement signed 2.12.20 and ratified by the NUSD Board on 3.17.20

## **APPENDIX A**

### **MEMBERS OF BARGAINING UNIT**

The bargaining unit shall include, but not be limited to, the following major groups of jobs: Nutritional Services; Clerical; Information Services; Maintenance and Operations, to include Custodial/Maintenance/Grounds; Instructional Assistants; Paraeducators; Campus and Elementary Playground Supervisors; Warehouse Workers; Transportation Mechanics and Bus Drivers. The unit excludes those classified positions, which can lawfully be declared Management, Confidential, and Supervisory, and all certificated positions.

**APPENDIX B**  
**CLASSIFIED SALARY SCHEDULE**



**JOB CLASSIFICATION**

**RANGE**



**CLASSIFIED SALARY SCHEDULE  
2020-2021**

Accountant	47
Accounting Technician I	28
Accounting Technician II	31
Accounting Technician III	34
Administrative Assistant I	26
Administrative Assistant II	35
Administrative Assistant III	41
ASB Accounting Technician	26
Attendance Technician	26
Benefits & Payroll Technician	43
Campus Supervisor	19
Car Driver	26
College & Career Center Specialist	26
Community Liaison	30
Counseling Technician	27
Craftsworker I	36
Craftsworker II	41
Custodian I	22
Custodian II	24
Custodian III	26
Custodian IV	28
Elementary Playground Supervisor	15
FANS Delivery Driver	28
FANS Lead I - Elementary	21
FANS Lead II - Secondary	24
FANS Lead III - Elementary & Secondary	30
FANS Program Specialist	35
FANS Purchaser	34
FANS Site Assistant	15
Financial Systems Specialist	42
Groundskeeper I	29
Groundskeeper II	33
Groundskeeper Foreman	36
Health Services Assistant	24
Human Resources Specialist	41
Human Resources Technician	36
Instructional Assistant	15
Library Media Specialist	26
Maintenance Foreman	44
Network Analyst	41
Paraeducator I	21
Paraeducator II	32
Payroll Technician	41
Print Shop/Mailroom Technician	28
Registrar	27
Restorative Justice Specialist *	30
School Bus Driver	29
School Bus Driver - Extended Year	29
School Bus Driver/Trainer	34
School Bus Mechanic	41
School Bus Mechanic Foreman	44
School Office Manager	34
School Office Technician	24
School Office Technician, Preschool Programs	28
School Projects/Fiscal Specialist	24
School Site Program Specialist	34
Student Data Systems Specialist	42
Systems Analyst	41
Technology Support Technician I	26
Technology Support Technician II	36
Technology Support Technician III	39
Transportation Dispatcher/School Bus Driver	32
Warehouse Mgr & Dist Specialist	31

Range	Step				
	1	2	3	4	5
15	14.81	15.47	16.20	16.96	17.74
16	15.14	15.87	16.57	17.41	18.19
17	15.55	16.26	17.05	17.81	18.63
18	15.93	16.70	17.46	18.27	19.08
19	16.32	17.10	17.85	18.71	19.58
20	16.74	17.52	18.34	19.17	20.07
21	17.17	17.93	18.78	19.65	20.59
22	17.60	18.38	19.24	20.15	21.09
23	18.02	18.83	19.75	20.65	21.59
24	18.46	19.31	20.21	21.17	22.17
25	18.94	19.80	20.74	21.69	22.71
26	19.41	20.32	21.28	22.27	23.32
27	19.91	20.81	21.76	22.77	23.86
28	20.38	21.34	22.34	23.39	24.45
29	20.88	21.90	22.89	23.94	25.06
30	21.43	22.43	23.47	24.58	25.67
31	21.95	22.95	24.03	25.14	26.33
32	22.51	23.54	24.66	25.80	26.99
33	23.05	24.14	25.29	26.45	27.68
34	23.63	24.73	25.89	27.09	28.39
35	24.23	25.35	26.53	27.79	29.06
36	24.85	25.99	27.24	28.48	29.82
37	25.47	26.64	27.90	29.20	30.56
38	26.09	27.31	28.58	29.92	31.28
39	26.75	27.99	29.29	30.65	32.12
40	27.43	28.69	30.03	31.39	32.87
41	28.10	29.39	30.78	32.20	33.71
42	28.81	30.14	31.53	33.05	34.56
43	29.49	30.89	32.35	33.86	35.41
44	30.26	31.68	33.16	34.68	36.30
45	31.03	32.46	33.97	35.56	37.20
46	31.79	33.28	34.83	36.46	38.19
47	32.59	34.12	35.71	37.35	39.11
48	33.39	34.95	36.59	38.30	40.05
49	34.23	35.82	37.51	39.25	41.09
50	35.10	36.71	38.48	40.25	42.08

TURN OVER FOR CLASSIFIED LONGEVITY SALARY SCHEDULE

**Historical Salary Increases:**

2005-06: 6%	2014-15: 2% off schedule	<b>2019-20: 2.625%</b>
2006-07: 4.5%	2015-16: 6%	
	2015-16: \$1,000 off schedule	
2007-08: 2.4%		
	2016-17: 5%	
2011-12: 1%		
	2017-18: 1.5%	
2012-13: 1% + 1%		
	2018-19: 2.25%	
2013-14: 3%		

**JOB CLASSIFICATION**

**RANGE**



**CLASSIFIED SALARY SCHEDULE  
2020-2021**

**Longevity: Step 5 plus the % noted below**  
(percentages are cumulative; each longevity column = 2.5% increase)

Accountant	47
Accounting Technician I	28
Accounting Technician II	31
Accounting Technician III	34
Administrative Assistant I	26
Administrative Assistant II	35
Administrative Assistant III	41
ASB Accounting Technician	26
Attendance Technician	26
Benefits & Payroll Technician	43
Campus Supervisor	19
Car Driver	26
College & Career Center Specialist	26
Community Liaison	30
Counseling Technician	27
Craftworker I	36
Craftworker II	41
Custodian I	22
Custodian II	24
Custodian III	26
Custodian IV	28
Elementary Playground Supervisor	15
FANS Delivery Driver	28
FANS Lead I - Elementary	21
FANS Lead II - Secondary	24
FANS Lead III - Elementary & Secondary	30
FANS Program Specialist	35
FANS Purchaser	34
FANS Site Assistant	15
Financial Systems Specialist	42
Groundskeeper I	29
Groundskeeper II	33
Groundskeeper Foreman	36
Health Services Assistant	24
Human Resources Specialist	41
Human Resources Technician	36
Instructional Assistant	15
Library Media Specialist	26
Maintenance Foreman	44
Network Analyst	41
Paraeducator I	21
Paraeducator II	32
Payroll Technician	41
Print Shop/Mailroom Technician	28
Registrar	27
Restorative Justice Specialist *	30
School Bus Driver	29
School Bus Driver - Extended Year	29
School Bus Driver/Trainer	34
School Bus Mechanic	41
School Bus Mechanic Foreman	44
School Office Manager	34
School Office Technician	24
School Office Technician, Preschool Programs	28
School Projects/Fiscal Specialist	24
School Site Program Specialist	34
Student Data Systems Specialist	42
Systems Analyst	41
Technology Support Technician I	26
Technology Support Technician II	36
Technology Support Technician III	39
Transportation Dispatcher/School Bus Driver	32
Warehouse Mgr & Dist Specialist	31

Range	Years	Years	Years	Years	Years	Years	Years	Years
	7-8-9	10-11-12	13-14-15	16-17-18	19-20-21	22-23-24	25-26-27	28+
↓	+2.5%	+5%	+7.5%	+10%	+12.5%	+15%	+17.5%	+20%
15	18.18	18.63	19.07	19.51	19.96	20.40	20.84	21.29
16	18.64	19.10	19.55	20.01	20.46	20.92	21.37	21.83
17	19.10	19.56	20.03	20.49	20.96	21.42	21.89	22.36
18	19.56	20.03	20.51	20.99	21.47	21.94	22.42	22.90
19	20.07	20.56	21.05	21.54	22.03	22.52	23.01	23.50
20	20.57	21.07	21.58	22.08	22.58	23.08	23.58	24.08
21	21.10	21.62	22.13	22.65	23.16	23.68	24.19	24.71
22	21.62	22.14	22.67	23.20	23.73	24.25	24.78	25.31
23	22.13	22.67	23.21	23.75	24.29	24.83	25.37	25.91
24	22.72	23.28	23.83	24.39	24.94	25.50	26.05	26.60
25	23.28	23.85	24.41	24.98	25.55	26.12	26.68	27.25
26	23.90	24.49	25.07	25.65	26.24	26.82	27.40	27.98
27	24.46	25.05	25.65	26.25	26.84	27.44	28.04	28.63
28	25.06	25.67	26.28	26.90	27.51	28.12	28.73	29.34
29	25.69	26.31	26.94	27.57	28.19	28.82	29.45	30.07
30	26.31	26.95	27.60	28.24	28.88	29.52	30.16	30.80
31	26.99	27.65	28.30	28.96	29.62	30.28	30.94	31.60
32	27.66	28.34	29.01	29.69	30.36	31.04	31.71	32.39
33	28.37	29.06	29.76	30.45	31.14	31.83	32.52	33.22
34	29.10	29.81	30.52	31.23	31.94	32.65	33.36	34.07
35	29.79	30.51	31.24	31.97	32.69	33.42	34.15	34.87
36	30.57	31.31	32.06	32.80	33.55	34.29	35.04	35.78
37	31.32	32.09	32.85	33.62	34.38	35.14	35.91	36.67
38	32.06	32.84	33.63	34.41	35.19	35.97	36.75	37.54
39	32.92	33.73	34.53	35.33	36.14	36.94	37.74	38.54
40	33.69	34.51	35.34	36.16	36.98	37.80	38.62	39.44
41	34.55	35.40	36.24	37.08	37.92	38.77	39.61	40.45
42	35.42	36.29	37.15	38.02	38.88	39.74	40.61	41.47
43	36.30	37.18	38.07	38.95	39.84	40.72	41.61	42.49
44	37.21	38.12	39.02	39.93	40.84	41.75	42.65	43.56
45	38.13	39.06	39.99	40.92	41.85	42.78	43.71	44.64
46	39.14	40.10	41.05	42.01	42.96	43.92	44.87	45.83
47	40.09	41.07	42.04	43.02	44.00	44.98	45.95	46.93
48	41.05	42.05	43.05	44.06	45.06	46.06	47.06	48.06
49	42.12	43.14	44.17	45.20	46.23	47.25	48.28	49.31
50	43.13	44.18	45.24	46.29	47.34	48.39	49.44	50.50



**APPENDIX C**  
**EQUITY PHASES I-III**

# Job Class by Range

PHASE I: July 1, 2006		
JOB CLASS	CURRENT RANGE	INCREASED RANGE
Account Tech Nutritional Services	25	25 *
College/Career Specialist	23	26
Counseling Tech (formerly Counseling Tech II)	22	24
Counseling Tech (formerly Counseling Tech I)	19	24
Craftworker	32	36
Custodian I	20	22
Custodian II	22	24
Custodian III	24	26
Custodian IV	26	28
Groundskeeper	24	25
Information Systems Coordinator	32	37
Mechanic	33	38
Office Manager	29	32
Paraeducator (Formerly Instructional Assistant - Spec Ed)	17	21
Project Coordinator	21	24
Registrar	22	24
School Account Clerk	22	24
Student Records Technician	24	26
Technology Support Technician I (Formerly Instructional Assistant - Technology)	21	25

PHASE III: July 1, 2013		
JOB CLASS	CURRENT RANGE	INCREASED RANGE
Account Tech I	25	28
Account Tech II	28	31
Central Kitchen Lead Assistant	21	21
Central Kitchen Manager	30	30 *
Central Kitchen Purchaser	33	34 *
Central Kitchen Supervisor	30	30
Communications Technician	28	28 *
Human Resource Coordinator	47	47 *
Human Resource System Technician	35	35 *
Network Computer Engineer	34	37 *
Nutritional Services Delivery Driver	26	28
Nutritional Services Program Specialist	35	35
Nutritional Services Site Assistant	15	15 *
Nutritional Services Site Manager	21	24 *
Nutritional Services Site Supervisor	18	21
Payroll Technician I	33	33
Payroll Technician II	36	36 *
Software Support Technician	28	28 *
Student System Technician	35	37 *
Sys Analyst/Network Administrator	36	37
Technology Support Technician II (Formerly Tech Support Tech I)	27	34

PHASE II: July 1, 2007		
JOB CLASS	CURRENT RANGE	INCREASED RANGE
Account Tech III	31	34
Administrative Secretary	29	32
Bus Driver	28	29
Bus Driver/Trainer	31	31 *
Campus Supervisor	14	15
Duplicating/Mailroom Technician	25	26
Elementary Playground Supervisor	12	15
Instructional Assistant - General	12	15
Library Media Clerk	22	22 *
Office Technician	16	20
Paraeducator (Formerly Paraprofessional Full Inclusion 1:1)	21	21 *
Pool Custodian	24	26
Senior Groundskeeper	29	29 *
Warehouse Worker Delivery Driver	26	28

\* = No Change

JAN 17, 2007

**APPENDIX D**  
**CURRENT MEDICAL BENEFITS SCHEDULE**

NOVATO UNIFIED SCHOOL DISTRICT  
 Medical Benefit Plan  
 2019-2020 CLASSIFIED 12 Monthly payments

PROVIDER	FTE	TOTAL PREMIUM	EMPLOYEE CONTRIBUTION	NUSD CONTRIBUTION	# OF MONTHS
<b>KAISER HMO: Traditional (\$15 Office Visit / \$250 Hospital / No Deductible)</b>					
Employee Only	.75 - 1.0	\$655.63	\$65.56	\$590.07	12
Employee Only + 1	.75 - 1.0	\$1,409.61	\$422.88	\$986.73	12
Employee Only + 2 or more	.75 - 1.0	\$1,934.11	\$773.64	\$1,160.47	12
Employee Only	0.5	\$655.63	\$360.59	\$295.04	12
Employee Only + 1	0.5	\$1,409.61	\$916.24	\$493.37	12
Employee Only + 2 or more	0.5	\$1,934.11	\$1,353.87	\$580.24	12

<b>KAISER HMO VALUE PLAN: write in on form (\$20 Office Visit / 20% After \$500/\$1000 Deductible)</b>					
Employee Only	.75 - 1.0	\$602.74	\$12.67	\$590.07	12
Employee Only + 1	.75 - 1.0	\$1,295.89	\$309.16	\$986.73	12
Employee Only + 2 or more	.75 - 1.0	\$1,778.09	\$617.62	\$1,160.47	12
Employee Only	0.5	\$602.74	\$307.70	\$295.04	12
Employee Only + 1	0.5	\$1,295.89	\$802.52	\$493.37	12
Employee Only + 2 or more	0.5	\$1,778.09	\$1,197.85	\$580.24	12

<b>KAISER DEDUCTIBLE PLAN: HSA - Health Savings Account (\$20 Office Visit / \$1350/\$2700 Deductible)</b>					
Employee Only	.75 - 1.0	\$516.87	\$0.00	\$516.87	12
Employee Only + 1	.75 - 1.0	\$1,111.28	\$124.55	\$986.73	12
Employee Only + 2 or more	.75 - 1.0	\$1,524.77	\$364.30	\$1,160.47	12
Employee Only	0.5	\$516.87	\$221.83	\$295.04	12
Employee Only + 1	0.5	\$1,111.28	\$617.91	\$493.37	12
Employee Only + 2 or more	0.5	\$1,524.77	\$944.53	\$580.24	12

<b>DENTAL</b>					
Employee Only	0.5-1.0	\$143.56	\$0.00	\$143.56	12
Employee Only + 1	0.5-1.0	\$143.56	\$0.00	\$143.56	12
Employee Only + 2 or more	0.5-1.0	\$143.56	\$0.00	\$143.56	12

<b>VISION</b>					
Employee Only	0.5-1.0	\$15.48	\$0.00	\$15.48	12
Employee Only + 1	0.5-1.0	\$15.48	\$0.00	\$15.48	12
Employee Only + 2 or more	0.5-1.0	\$15.48	\$0.00	\$15.48	12

**APPENDIX E**  
**TRANSPORTATION ROUTE BID FORM**

NOVATO UNIFIED SCHOOL DISTRICT

Transportation Department

Route Bid

Route Bid \_\_\_\_\_ Hours Per \_\_\_\_\_ Bid \_\_\_\_\_

Short Term Assignment

Increase to Existing Route

New Route

Substitute (Temporary)

Fill Vacancy

Other

Name: \_\_\_\_\_

Employee ID \_\_\_\_\_

Current Contracted Assignment

Hours Per \_\_\_\_\_ Route #: \_\_\_\_\_

Additional Short Term Assignment

Hours Per \_\_\_\_\_ Route #: \_\_\_\_\_

Additional Substitute (Temporary)

Hours Per \_\_\_\_\_ Route #: \_\_\_\_\_

\*\*Current **TOTAL** Hours Per Day: \_\_\_\_\_

You are the next senior driver and are being offered this bid. If you wish to bid for this route, please reply within 24 hours of receiving this notice.

I understand **that:**

- I may or may not be selected for this route
- If this bid is for a vacancy, these hours become my new contracted hours per day
- If this bid is for short term assignment, this assignment is in effect until \_\_\_\_\_
- If this bid is for a substitute (temporary) assignment, this assignment is in effect until \_\_\_\_\_

**YES**, I wish to bid for this route

**NO**, I *do not wish* to change my current contract assignment

\_\_\_\_\_  
Drivers Signature

\_\_\_\_\_  
Date

**ROUTE AWARDED**

**ROUTE NOT AWARDED**

▪ Awarded Hours Per Day: \_\_\_\_\_

▪ Approximate Start Date: \_\_\_\_\_

Short Term Hours (cc: CSEA)

Contracted Hours

Substitute (Temporary) Assignment For: \_\_\_\_\_

**COMMENT/REASON: (Required)**

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

\_\_\_\_\_  
Transportation Supervisor

\_\_\_\_\_  
Date

**APPENDIX F**

**OVERTIME TRACKING AND OPT OUT FORMS**





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NOVATO UNIFIED SCHOOL DISTRICT  
**HUMAN RESOURCES DEPARTMENT**

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**CUSTODIAN OVERTIME OPT OUT FORM – ARTICLE 4:6.5b**

This form applies to custodian overtime work related to non-emergency use of District facilities by outside, non-District groups.

Upon initial employment, each custodian shall complete and submit this form to Human Resources, indicating whether she/he wants to be offered overtime work. At any time thereafter, a custodian may change his or her option by submitting a revised form.

Please indicate below whether you want to be offered overtime work related to non-emergency use of District facilities by outside, non-District groups, and sign, date and submit the form to Human Resources.

\_\_\_\_\_ I want to be offered overtime

\_\_\_\_\_ I DO NOT want to be offered overtime

\_\_\_\_\_  
NAME

\_\_\_\_\_  
DATE



**APPENDIX G**  
**EXTRA DUTY STIPENDS**

## APPENDIX G

### Extra Duty Stipends

#### 1.0 Working Athletic Events

The District agrees to pay classified employees who agree to supervise at athletic events according to the stipend schedule listed below when supervision opportunities are not filled by certificated personnel. Classified personnel who volunteer and sign up to supervise will provide active monitoring at athletic events, throughout the duration of the event.

High School athletic directors regularly advertise the availability of event supervision to teachers as a first option. In the event that supervision at some events are not covered by certificated personnel, the athletic director may ask classified personnel to supervise at athletic events.

ACTIVITY	STIPEND
Saturday Football Games	\$75
Tuesday/Friday Basketball Games	\$60
Weekly Afternoon Events	\$45

**APPENDIX H**  
**EVALUATION EXTENSION AGREEMENT**



**APPENDIX H**

1015 7th Street  
Novato, CA 94945

T: (415) 897-4220  
F: (415) 897-1531  
www.nusd.org

**Evaluation Extension Agreement**

As per section 12:3 of the Collective Bargaining Agreement between Novato Unified School District (NUSD) and Novato Chapter 312 of the California School Employees Association (CSEA):

Section 12:3: If the evaluator and the employee both consent, an employee with at least five (5) complete years of services in the same classification, whose most recent two (2) evaluations have been satisfactory, may agree that the employee's evaluation cycle may be extended for a period of up to five (5) years. The extension agreement shall be signed by both parties, be in writing, and shall be placed in the personnel file. At any time, either the employee or the evaluator may withdraw consent. If consent is withdrawn by either the employee or the evaluator, the withdrawal shall be provided in writing to the other party and a copy sent to the Human Resources department.

Site: \_\_\_\_\_

NUSD evaluator \_\_\_\_\_ and classified employee  
\_\_\_\_\_ hereby agree to extend the employee's  
evaluation cycle for \_\_\_\_\_ years.

The employee's current evaluation date is: \_\_\_\_\_

This evaluation date will be extended to: \_\_\_\_\_

\_\_\_\_\_  
Evaluator Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## APPENDIX I

### MEMORANDUMS OF UNDERSTANDING / SIDE LETTERS

#### ★ NEGOTIATED 2013-2014

- 9.25.13 Effects of Lay-off
- 9.25.13 Did Not Ratify (*historical only*)

#### ★ NEGOTIATED 2014-2015

- 8.8.14 Position at Hill Education Center
- 9.26.14 Increase Work Hours - Night Custodian
- 10.29.14 Payroll Tech II
- 5.13.15 Retirement Incentive (1x)

#### ★ NEGOTIATED 2015-2016

- 10.6.15 National Equity Project
- 3.9.16 Ewing

#### ★ NEGOTIATED 2016-2017

- 8.25.16 Effects of Layoff
- 10.12.16 Reclassification

#### ★ NEGOTIATED 2017-2018

- 1.23.18 New Employee Orientation (AB119)

#### ★ NEGOTIATED 2018-2019

- 11.30.18 Effects of Layoff (Ready, Set, Grow)
- 8.30.19 School Site Program Specialist
- 9.15.19 GPS on Vehicles

#### ★ NEGOTIATED 2019-2020

- 3.16.20 School Closure COVID-19
- 4.1.20 FANS Staffing
- 4.1.20 School Bus Driver - Extended Year
- 4.1.20 Timesheets
- 5.4.20 School Closure COVID-19 Addendum





**MOU between CSEA and NUSD Re Effects of Lay-off**  
*September 25, 2103 (2013)*

This addresses the impact of the Reduction in Force pursuant to the Resolution adopted by the Board of Trustees on September 3, 2013 which will result in two (2) employees being laid off as a result of bumping.

1. The following contract sections define employees' rights:
  - a. 15:6.2 A laid off employee may apply for a lateral transfer to a vacant position in an equal classification and shall be given preferential consideration for selection.
  - b. 15:8.1 An employee who is laid off or is about to be laid off shall receive priority consideration to any vacant position within the Classified service for which the employee is qualified. The District shall determine whether the employee is qualified based on the job description's specific needs. Should the salary be greater than the current rate of pay, then the employee shall be considered to have been promoted and shall receive an appropriate adjustment upwards as defined by this Contract.
2. Laid off employees and employees who accepted reduction in hours in lieu of lay-off shall be offered the opportunity to fill any short term and substitute positions that become vacant or which may become available in FANS subsequent to the execution of this Agreement and during the employees reemployment period as long as the employee meets the qualifications. Pursuant to Article 15, Section 15:10 Notification of Reemployment Opening shall apply.
3. Subsequent to the execution of this Agreement, the District shall insure that no additional volunteers will work in classrooms, departments, or offices, where bargaining unit employees have been laid off or accepted a reduction in hours in lieu of lay-off, to perform the same duties. Volunteers may still be used to enhance a program that does not supplant classified work.
4. Benefited unit members that are actually participating in the benefit program, who are laid off or who accepted reduction in hours in lieu of lay-off shall have their health and welfare benefits continued at the same District contribution amount for the two (2) months following the month in which the lay-off is effective and COBRA shall be offered thereafter.
5. The employees designated for layoff shall be allowed one day of paid release time to seek alternative employment.

Donkle

District

Judalotain 9/25/13

District

Nancy Koch 9/25/13

District

District

Sandra Vaughn 9/25/13

CSEA

~~\_\_\_\_\_~~ 9-25-13

CSEA

Mary Grillo 9-25-13

CSEA

Jamie Blair 9-25-13

CSEA

Marky L 9-25-13

**MOU between CSEA and NUSD**

September 25, 2103 (2013)

CSEA Chapter #312 membership **did not ratify** the parties' tentative agreement to change the workday/workyear of the following positions:

- Warehouse Driver
- Account Tech II (FANS)
- Account Tech I (Business)

CSEA has proposed to maintain status quo on the above positions.

The District will withdraw its proposal to change the workday/workyear of these positions and maintain status quo for 2013-2014, and the District may propose to change the workday/workyear of these positions as an automatic reopener as part of 2014-2015 reopener negotiations, in addition to the reopeners provided for in the CBA.

Monique  
District

Sasha Johnson 9/25/13  
District

Nancy  
District

\_\_\_\_\_  
District

Lucie Vaughan 9/25/13  
CSEA

Mary Hullo 9/25/13  
CSEA

Janice Blair 9/25/13  
CSEA

[Signature] 9-25-13  
CSEA

Marjorie

**From August 8, 2014 Tentative Agreement  
Between  
The California School Employees Association Chapter No. 312  
And  
Novato Unified School District**

The following language was included in the **August 8, 2014** Tentative Agreement; however, it is language regarding a specific position at a specific site and, therefore, not included within the main contract. This document memorializes this portion of the agreement:

**TA #7** The District and CSEA agree to create a position at the Alternative Education Center, which will have the following components: 1) a .375 Counseling Technician; 2) a .375 Student Records Technician, and 3) a .125 Library Clerk. The Parties also agree to provide priority interview **and selection** to any current employee in any of the aforementioned classifications **who** apply for the Alternative Education position. **The candidate selected will accrue seniority in all three (3) classifications.**

★Reviewed and approved by Sandie Vaughn, CSEA President – Novato Chapter #312 (4.27.17)

**Memorandum of Understanding  
Between  
NOVATO UNIFIED SCHOOL DISTRICT  
and  
NOVATO #312 CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**

**September 26, 2014**

**RE: Increase in work hours of a Night Custodian position**

The Parties agree as follows:

- 1) There has been a discussion between the parties related to hours for the Night Custodian position at Hill Education Center.
- 2) The parties have a mutual interest in resolving this discussion without further delay.
- 3) The work hours for the Night Custodian position at the Hill Education Center shall be permanently increased from the current 6.5 hours per day five (5) days per week, to 8 hours per day five (5) days per week.
- 4) This will continue to be a twelve month position.
- 5) This agreement shall be effective October 1, 2014.
- 6) This agreement is non-precedent setting and nothing except what is expressly stated in this agreement is offered or implied.

<p><u>Sandie Vaughn 9/30/14</u> CSEA</p> <p><u>[Signature] 9-30-14</u> CSEA</p> <p><u>[Signature] 9-30-14</u> CSEA</p> <p>_____ CSEA</p>	<p><u>[Signature] 9.26.14</u> District</p> <p><u>[Signature] 9.26.14</u> District</p> <p>_____ District</p> <p>_____ District</p>
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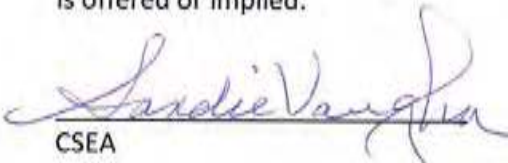
**Memorandum of Understanding  
Between  
The California School Employees Association Chapter No. 312  
And  
Novato Unified School District  
October 29, 2014**

This Memorandum of Understanding ("MOU") is entered into this 29<sup>th</sup> day of October 2014 by and between the Novato Unified School District ("District") and California School Employee Association, Chapter 312 ("CSEA") to address the following: .

The Parties agree as follows regarding the Payroll Technician II position:

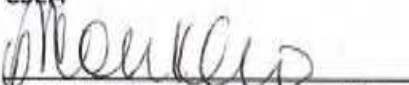
1. The District has diligently attempted to fill the current 1.0 FTE open position for over seven months.
2. The District will hire two .6 FTE to fill the 1.0 FTE position.
3. The employees will each work the 12-month calendar and receive health and welfare benefits according to Article 5:4.2.
4. If, at some future date, one of the .6 FTE positions becomes vacant, the parties will review to determine the effectiveness of this agreement.

This agreement is non-precedent setting and nothing except what is expressly stated in this agreement is offered or implied.


  
CSEA Date 10-31-14

\_\_\_\_\_  
CSEA Date \_\_\_\_\_

  
CSEA Date 10-30-14

  
District Representative Date 10-30-14

  
District Representative Date 10-30-14

  
Date 10-30-14

**SIDE LETTER**  
**Between**  
**NOVATO UNIFIED SCHOOL DISTRICT**  
**And**  
**CSEA Chapter 312**  
**May 13, 2015**

This Side Letter of Agreement ("SL") is entered into, by and between the Novato Unified School District ("District") and California School Employees Association (CSEA), Novato Chapter 312, to offer a one-time financial incentive to retire as an employee of the District.

The parties agree as follows:

1. This side letter is subject to ratification by the Governing Board and CSEA.
2. Eligible unit members: To be eligible for the financial incentive set forth below, unit members must have the years of service with the District as of the date of retirement listed below, must be at least 55 years of age at the time of retirement, and retire, if eligible, into PERS by June 30, 2015.
3. Eligible unit members must submit a letter of intent to retire and participate in the incentive program during the period between January 1 and June 5, 2015. Upon ratification by the Board of Trustees and CSEA, the retirement shall be irrevocable and the unit members shall receive the incentive.
4. Financial Incentive: The District will offer eligible unit members with:  
  
15 years of service a lump sum in the amount of...\$5,000.00  
20 years of service a lump sum in the amount of...\$8,000.00  
25 years of service a lump sum in the amount of...\$12,000.00  
  
For each additional year of service after 25 years the employee will receive an additional \$300.00 per year of service.
5. The above amounts will be prorated for less than full time employees.
6. The incentive will be paid in one lump sum in July 2015. It is understood that the District will withhold from the incentive offered those amounts required by State and Federal law.
7. This SL shall apply to the 2014-15 school year only, and shall not be cited by either party as a precedent in any future negotiations, grievances, or arbitrations.
8. Retirees will not be eligible to return to work for the District in a full time capacity, and any post-retirement work for the District will be subject to all applicable legal restrictions. Currently, the PERS limitation for post-retirement employment in a public agency in the PERS

retirement system is 960 hours per year, and the retiree may not return to employment for a period of 180 days (or six months) from the date of retirement.

9. Retirees who receive the incentive provided for herein will also be eligible for any post-retirement health benefits available to them in the collective bargaining agreement between the District and CSEA.

Montello

District

CSEA

5/13/15

Date

[Signature]  
Date

Adam Stutzfull

District

maruxbrillo

CSEA

5/13/15

[Signature]  
Date

May 13, 2015

Date

[Signature]

District

Janice Blair

CSEA

[Signature]  
Date

May 13, 2015  
Date

[Signature]

District

Monday

CSEA

5.13.15

Date

5/13/15

Date





# NOVATO UNIFIED SCHOOL DISTRICT

1015 SEVENTH ST. • NOVATO, CALIFORNIA 94945 • TEL: (415) 897-4220 • FAX: (415) 897-1531

**Kristopher Cosca**  
Assistant Superintendent-Human Resources

**Jim Hogeboom**  
Superintendent

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**Novato Unified School District, CSEA Chapter 312**

**Purpose:**

The purpose of this Memorandum of Understanding (MOU) is to clarify compensation for classified employees attending National Equity Project trainings during the 2015-2016 school year.

**Background:**

One of the Novato Unified School District (NUSD) priority areas is , "EQUITY: Every single student in the District will be provided with the necessary opportunity and assistance to grow academically each year and to graduate from high school with the skills and knowledge that are needed to lead a fulfilling life. Some students, because of circumstances beyond their control, need more help and resources than others in order to achieve success. Historically, children in poverty and English Learners have not fared as well in our school district as other students, and we are committed to ensuring that they are given the support needed to attain their goals at the same rate as all of our students. With input from our community, the Local Control Accountability Plan (LCAP) will be closely monitored and revised each year to ensure that the goals and action plans contained therein are helping to close the achievement gap for our targeted students."

To address this priority, NUSD has partnered with the National Equity Project to provide training and support. Selected classified employees have been invited to participate in this essential training.

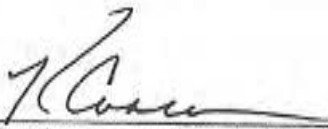
**Agreement:**

Due to the importance of this training and the key role CSEA unit members play in achieving this goal, NUSD agrees to compensate classified employees invited to attend this training, and who attend the entire training, per Article 4.6 of the Collective Bargaining Agreement.

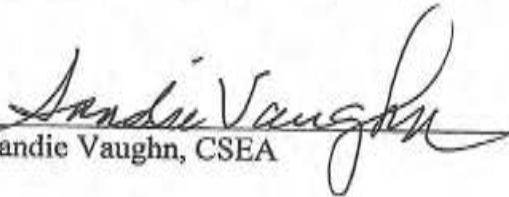
Employees will have the option of staying overnight on the Thursday, Friday, and Saturday nights of the training or being compensated for mileage for driving to and from the conference.

This MOU is non-precedent setting, applies only to this unique situation, and may not be cited in any other matter or circumstance.

Date: 10/6/15



Kris Cosca, Assistant Superintendent, Novato Unified School District



Sandie Vaughn, CSEA

Frankie Lee  
10-7-15

Latfield  
10/21/15



**Tentative Agreement  
Between  
Novato Unified District  
and  
California School Employees Association  
Novato Chapter #312  
March 9, 2016**

The parties agree to implement the following list of salary and title recommendations based on the Ewing salary survey. The parties further agree that each employee whose classification has been identified to receive an increase in range will be placed on the salary schedule at the new range at the cell closest to their current range without a loss in pay. All longevity will be based on that new pay range and will be reflective of the employee's current years of service. Changes will take effect July 1, 2016.

PRESENT CLASSIFICATION	NEW CLASSIFICATION *INDICATES AN TITLE CHANGE	AGREED UPON RANGE *INDICATES AN INCREASE
ACCOUNTING TECHNICIAN I	*ACCOUNTING TECHNICIAN II	31*
ACCOUNTING TECHNICIAN II	ACCOUNTING TECHNICIAN III	34*
ADMINISTRATIVE SECRETARY	*ADMINISTRATIVE ASSISTANT II	35*
ADMINISTRATIVE SECRETARY HR	*EXECUTIVE ASSISTANT I	36*
BUS DRIVER/TRAINER	BUS DRIVER/TRAINER	34* (VACANT)
CAMPUS SUPERVISOR	CAMPUS SUPERVISOR	19*
COUNSELING TECHNICIAN	COUNSELING TECHNICIAN	27*
CRAFTSWORKER	*CRAFTSWORKER II	41*
DUPLICATING/MAILROOM TECHNICIAN	*PRINT SHOP/MAILROOM TECHNICIAN	28*
OFFICE MANAGER	*SCHOOL OFFICE MANAGER	34*
OFFICE TECHNICIAN	*SCHOOL OFFICE TECHNICIAN	24*
REGISTRAR	REGISTRAR	27*
SCHOOL ACCOUNT CLERK	*ASB ACCOUNTING TECHNICIAN	26*
SCHOOL BUS MECHANIC	SCHOOL BUS MECHANIC	41*
STUDENT SYSTEM TECHNICIAN I	*FINANCIAL SYSTEMS SPECIALIST	42*
STUDENT SYSTEM TECHNICIAN II	*STUDENT DATA SYSTEMS SPECIALIST	42*
TECHNOLOGY SUPPORT TECH I	TECHNOLOGY SUPPORT TECH I	28*
TECHNOLOGY SUPPORT TECH II	TECHNOLOGY SUPPORT TECH II	36*



TECHNOLOGY SUPPORT TECH III	TECHNOLOGY SUPPORT TECH III	39*
TECHNOLOGY SUPPORT TECH III	*NETWORK ANALYST	41*
TECHNOLOGY SUPPORT TECH III	*SYSTEMS ANALYST	41*

The parties also identified certain classifications that need further review based on either the feedback received from those currently serving in the classifications that do not agree with the Ewing study recommendations or where additional study is required. It is mutually understood that the review of these classifications and subsequent negotiations will not necessarily result in increased compensation. Those positions include:

COLLEGE/CAREER CENTER SPECIALIST
GROUNDSKEEPER I
GROUNDSKEEPER II
SCHOOL OFFICE MANAGER
PARAEDUCATOR I
SCHOOL PROJECTS/FISCAL SPECIALIST
ATTENDANCE TECHNICIAN
ASB ACCOUNTING TECHNICIAN
NETWORK ANALYST
SYSTEMS ANALYST
CENTRAL KITCHEN LEAD ASSITANT
CENTRAL KITCHEN MANAGER
CENTRAL KITCHEN MANAGER
CENTRAL KITCHEN SUPERVISOR
NUTRITIONAL SERVICES PROGAM SPECIALIST
NUTRITIONAL SERVICES SITE ASSITANT
NUTRITIONAL SERVICES SITE MANAGER
NUTRITIONAL SERVICES SITE SUPERVISOR

The parties further agree that the following classifications have not been identified for any adjustment other than a title change.

PRESENT CLASSIFICATION	NEW CLASSIFICATION	NO CHANGE IN RANGE RECOMENDED
	*INDICATES AN TITLE CHANGE	
ACCOUNTING TECHNICIAN III	ACCOUNTING TECHNICIAN III	34
ADMINISTRATIVE ASSISTANT III	ADMINISTRATIVE ASSISTANT III	41
BENEFITS/PAYROLL TECHNICIAN	BENEFITS/PAYROLL TECHNICIAN	43
BUS DRIVER	BUS DRIVER	29
COMMUNITY LIAISON	COMMUNITY LIAISON	30
CRAFTSWORKER	*CRAFTSWORKER I	36
CUSTODIAN I	CUSTODIAN I	22
CUSTODIAN II	CUSTODIAN II	24
CUSTODIAN III	CUSTODIAN III	26
CUSTODIAN IV	CUSTODIAN IV	28
DISPATCHER/DRIVER	DISPATCHER/DRIVER	32
ELEM PLAYGROUND SUPERVISOR	ELEM PLAYGROUND SUPERVISOR	15
HUMAN RESOURCES COORDINATOR	*HUMAN RESOURCES SPECIALIST	41
HUMAN RESOURCES SYSTEMS TECHNICIAN	HUMAN RESOURCES SYSTEMS TECHNICIAN	35
INSTRUCTIONAL ASSISTANT GENERAL CLASSROOM	*INSTRUCTIONAL ASSISTANT	15
LIBRARY MEDIA CLERK	*LIBRARY MEDIA SPECIALIST	26
PAYROLL TECHNICIAN II	*PAYROLL TECHNICIAN	41
PROJECT COORDINATOR	*SCHOOL PROJECTS/FISCAL SPECIALIST	24
STUDENT RECORDS TECHNICIAN	*ATTENDANCE TECHNICIAN	26
WAREHOUSE WORKER/DELIVERY DRIVER	WAREHOUSE WORKER/DELIVERY DRIVER	28

The parties further agree that job descriptions will be revised in accordance with Ewing study recommendations and additional employee feedback as soon as possible. Once completed the parties will review and agree to the new job descriptions which will be subject to their respective approval processes.

In addition, the parties agree to develop a new classification to transport students in vehicles smaller than a school bus. The intent of this new classification is to eliminate the current practice of transporting individual special education students in Taxi cabs. The details of this new classification are yet to be determined.







**Memorandum of Understanding**  
**Between**  
**The California School Employees Association Chapter No. 312**  
**And**  
**Novato Unified School District**

This Memorandum of Understanding ("MOU") is entered into this 25<sup>th</sup> day of August 2016 by and between the Novato Unified School district ("NUSD") and the California School Employee Association, Chapter 312 ("CSEA") to address the impact of the classified layoffs for 2016-2017.

The Parties agree as follows:

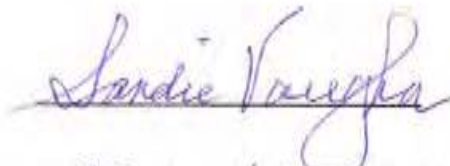
1. The District shall not transfer work out of the classifications that were subject to layoff to management, supervisory employees, short term employees, substitute employees, regular employees, or students.
2. The District shall not employ probationary, temporary, short term or substitute employees in the laid off classifications before it offers the work to employees who were laid off in order of their seniority.
3. Laid off employees shall be offered the opportunity to fill any temporary, short term, limited term and substitute positions that become vacant or which may become available subsequent to the execution of this Agreement as long as the employee meets the minimum qualifications. Employees may elect not to be called if they are unavailable or uninterested.
4. The affected employees who are completely laid off and are currently utilizing District medical, dental or vision benefits shall continue to have their medical, dental and vision benefits fully paid by the District for a period of two months after the effective date of their layoff.
5. Employees who accept a reassignment or bump into a position that is less than what they previously held, shall continue to receive medical, dental, and vision benefits at the pre-reduction level through July 31, 2017.
6. The effective date of each individual layoff shall be no sooner than 60 days after they received the notice of layoff. The receipt date shall be determined by the proof of delivery or attempted delivery at the last known address.
7. Laid off employees, including any employees affected by a reduction in hours/work year shall retain all rights and benefits guaranteed to them by the California Education Code and the CSEA/District collective bargaining agreement.
8. Each laid off employee shall be made as whole as possible with an offer of an alternate work assignment that may include an increase in the number of hours they previously held.

August 25, 2016

  
\_\_\_\_\_

District



 9/6/16

 9-9-16  
CSEA  9-9-16

Mary DiIullo 9-9-16  
Janice Blair 9-9-16



**Memorandum of Understanding**

**Between**

**The California School Employees Association Chapter No.312**

**And**

**Novato Unified School District**

This Memorandum of Understanding ("MOU") is entered into this 12th day of October, 2016, by and between the Novato Unified School District ("NUSD") and the California School Employee Association, Chapter 312 ("CSEA").

The Parties agree to utilize the following reclassification process in the 2016-2017 school year.

**Classification/Reclassification**

**1. Definitions:**

Placement in class: every position shall be placed in a class.

Reclassification: is a change in range and an upgrading of a position to a higher classification as a result of the increase of the duties and responsibilities being performed by the incumbents in the position.

2. Request for Reclassification: An employee is entitled to request that his/her position be reclassified. The request shall be submitted to the employee's immediate supervisor. Included in the request should be a rationale for the reclassification and recommended salary range. The supervisor shall transmit the request with a recommendation for approval or disapproval within ten (10) working days of the request to the Human Resources Department who will provide a copy to CSEA. Within fifteen (15) days of receipt of the request, the Superintendent or designee shall approve or deny the request. If the Superintendent or designee denies the request, the Superintendent or designee shall convene a review panel within 30 days of receipt of the recommendation. Adjustments to classifications that occur as a result of the article shall be effective as of the following July 1<sup>st</sup> except where the District or panel determines that the new pay range should be retroactively applied. An employee that is successful in their reclassification request may not request another reclassification in their position for three (3) years.
3. The review panel shall be composed of two (2) CSEA appointees and two (2) District appointees. If the employee requesting the reclassification desires the opportunity to present their information personally to the panel, they shall be provided that opportunity. If the panel is unable to reach agreement, the four members of the panel will select a neutral as the fifth panel member. The cost of the neutral appointee shall be shared by the District and CSEA. The recommendation of the panel shall be subject to ratification and approval by the parties and

implemented as of July 1 of the following fiscal year except where the panel determines that the new pay range should be retroactively applied.




4. By May 1, 2017, the parties will collect data on the effectiveness and usefulness of this reclassification process for the 2016-2017 school year. The parties will evaluate the effectiveness of this process. The parties shall then mutually determine whether to embed this MOU as the reclassification article in the collective bargaining agreement effective July 1, 2017.
5. This agreement will sunset June 30, 2017.

October 12, 2016  
September 26, 2016

For District

  
  
Namsted

For CSEA

Janice Blair 10/12/16  
Joanne Briggs 10-12-16  
Mandy Lee 10/12/16  
 10/12/16  
 10-12-16  
Ardie Vaughn 10/12/16  
 10-12-16



**The California School Employees Association and its  
Novato Chapter #312  
Memorandum of Understanding  
with  
Novato Unified School District  
New Employee Orientation (AB119)  
January 23, 2018**

The Novato Unified School District (“District”) and the California School Employees Association and its Novato Chapter #312 (“CSEA”), together referred to as the “Parties”, hereby agree to the following to meet the requirements of AB 119 (2017).

**1. DISTRICT NOTICE TO CSEA OF NEW HIRES**

- a) Provide CSEA With Notice of New Hires: The District shall provide the CSEA Labor Relations Representative and the Novato #312 Chapter President notice of any newly hired employees at the end of each calendar month, via electronic mail. The notice shall include full legal name, date of hire, classification, and site.
- b) Definition of a Newly Hired Employee: “Newly hired employee” or “new hire” means any employee, whether permanent, full time, part time, hired by the District. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this agreement only, the “date of hire” is the date upon which the employee’s employee status changed such that the employee was placed in the CSEA unit.

**2. EMPLOYEE INFORMATION**

- a) Provide CSEA With New Hire Contact Information: On the last workday of each month, the District shall provide to CSEA, via a mutually agreeable secure FTP site or service, the name and contact information on the new hires. This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

The information shall be provided electronically via a mutually agreeable secure FTP format and shall include the following items, with each field in its own column:

- i. First Name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III)
- v. Job Title;
- vi. Department;
- vii. Primary worksite name;

- viii. Work telephone number;
- ix. Work Extension
- x. Home Street address (incl. apartment #)
- xi. City
- xii. State
- xiii. ZIP Code (5 or 9 digits)
- xiv. Home telephone number (10 digits);
- xv. Personal cellular telephone number (10 digits) if provided to employer;
- xvi. Personal email address of the employee if provided to employer;
- ~~xvii. Last four numbers of the social security number;~~
- ~~xviii. Birth date;~~
- xix. District Employee ID;
- ~~xx. CalPERS status ("Y" if in CalPERS; "N" if not in CalPERS);~~
- xxi. Hire date.

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

- b) Provide CSEA With Periodic Update of Unit Member Contact Information: The District shall provide CSEA, via a mutually agreeable secure FTP site or service, complete bargaining unit member information and work locations on the last working day of September, January, and May. The specific employee information to be provided and the method of reporting shall be that same as the information described above in section 2(a) of this agreement.

### 3. NEW EMPLOYEE ORIENTATION

- a) Definition of New Employee Orientation: "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- b) Provide CSEA With Access to New Employee Orientations: The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. As an alternative to the ten (10) days' notice, the parties may establish an annual schedule for such new employee orientations. Orientation sessions may include individual (one-on-one) new hire meetings with a Human Resources representative, a site administrator and/or group orientation sessions.
  - i. Group Orientations: In the event the District conducts a group orientation, CSEA shall have a minimum of one (1) hour, including travel time, of paid release time for two (2) CSEA representatives to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the



collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.

- ii. Individual Orientations: In the event the District conducts one-on-one orientations with new employees, CSEA shall have a minimum of thirty (30) minutes of paid release time, including travel time, for one (1) CSEA representative to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.
  - iii. The orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time.
- c) New Hire Information Packet: The District shall include the CSEA membership application and a link for an electronic application in the new employee orientation packet.

#### 4. GRIEVANCE AND ARBITRATION PROCEDURE

Any alleged violation, misinterpretation, or misapplication of the terms of this Agreement shall be subject to the grievance provisions of Article 11 Grievance Procedures of the Collective Bargaining Agreement, except as follows.

- a) ~~Definition of a "Grievant"~~: For the purposes of this Agreement, the "Grievant" shall only be CSEA and its Novato Chapter #312. No single employee or group of employees may grieve this agreement, unless they are authorized representatives of CSEA and its Novato Chapter #312 and grieving on behalf of the union. This provision shall supersede Article 11 section 11.1.2 Definitions of the collective bargaining agreement.
- b) ~~Expedited Grievance Procedure~~
- i. ~~Step 1~~: For the purposes of this Agreement, the grievance procedure shall commence at the ~~Formal Level~~ Level III Article 11 Grievance Procedure of the collective bargaining agreement.
  - ii. ~~Step 2~~: If the grievance is not resolved at Level III, CSEA may appeal to ~~Formal Level~~ Level IV Article 11 Grievance Procedure of the collective bargaining agreement).
  - iii. ~~Step 3~~: If CSEA is not satisfied with the decision rendered at Level IV, the grievance shall be resolved in expedited, final and binding arbitration before a mutually agreed upon arbitrator. If the parties cannot mutually agree on an arbitrator, the parties will obtain a list of seven (7) arbitrators from the State Mediation and Conciliation Service and strike names alternately until only one name remains. The arbitration shall be held within thirty (30) days of the grievance filing or such other period as is mutually agreed upon.

**5. DURATION OF AGREEMENT**

a) Term: This Agreement shall remain in full force and effect from the date this Agreement is signed, through June 30, 2020 and shall be automatically renewed from year to year unless either party serves written notice upon the other between March 1 and April 1, 2019, or any subsequent anniversary date, of its desire to modify the Agreement. If negotiations for a subsequent Agreement continue after June 30, 2020, the provisions of this Agreement shall remain in effect until the negotiation of a new Agreement is completed.

i. Unless mutually agreed to by the Parties, there shall be no reopening of negotiations on this during the life of the Agreement from the date this Agreement is signed, through June 30, 2020.

b) Savings Clause: If during the life of the Agreement there exists any applicable law, rule, regulation or order issued by governmental authority, other than the District, which shall render invalid or restrain compliance with or enforcement of any provision contained within this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect. Upon written notification by one of the Parties to the other, any portion of the Agreement that is invalidated in accordance with this Article shall be opened for negotiations within thirty (30) days of the invalidation.

For District:

*K. Coon* 1/23/18  
  
*[Signature]* 1/23/18  
*Namita Jh*

For CSEA:

*Esther* 1-23-18  
*[Signature]* 1-23-18  
*Sandra Vaughan* 1/23/18  
*Joanne Briggs* 01-23-18  
*Marilyn* 1-23-18



Memorandum of Understanding

Between

Novato Unified School District (NUSD)

and

California School Employees Association (CSEA),  
(collectively referred to as the parties)

November 30, 2018

The parties agree to the following terms of the Memorandum of Understanding ("MOU") to resolve this dispute without incurring further legal costs or conducting a Fact Finding Hearing around the effects of layoff involving the "Ready Set Grow" program:

1. The District will create one new position titled "Special Education Preschool Office Technician" to work with the Ready Set Grow Program. The new position will be placed at Range 28.
2. The new "Special Education Preschool Office Technician" position will work a 190-day work year calendar. Five of these work days will typically be before students begin their instructional year and the other five work days will be typically be after the conclusion of the student instructional year. The regular work days shall be Monday through Friday.
3. The Parties agree that the newly established position will be 4.5 hours per day.
4. The position of the "Special Education Preschool Office Technician" will be in addition to the current staffing of a 3.5 hours per day of Office Technician and a full-time Office Manager at the program site.
5. Upon ratification of the MOU the District will begin the hiring process regarding the newly created position. The District will follow all the contractual processes regarding hiring when processing this position.

This MOU settles all outstanding disputes and differences between the District and CSEA regarding the effects of layoff bargaining arising out Ready Set Grow program.



For the District

Date:



For CSEA

Date: 11/30/18

Joanne Buggs 11-30-18

Marby In 12-5-18

Memorandum of Understanding  
Between  
Novato Unified School District (NUSD)  
And  
California School Employees Association (CSEA),  
(collectively referred to as the parties)  
August 30, 2109

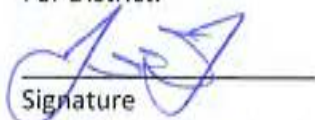
The parties agree to the following terms of the Memorandum of Understanding ("MOU") to resolve all outstanding issues relative to the elimination of the positions: "School Office Manager-Marín School of the Arts (MSA)" and "School Office Manager-Science, Technology, Engineering and Mathematics (STEM)", and the creation of the positions: "School Site Program Specialist (MSA)" and "School Site Program Specialist (STEM)":

1. The District will create two new positions. The new positions will be titled "School Site Program Specialist (MSA)" at Novato High School and "School Site Program Specialist (STEM)" at San Marin High School. The new positions will be placed at Range 34.
2. Upon ratification of this MOU, the positions "School Office Manager-MSA" and "School Office Manager-STEM" will end.
3. The new "School Site Program Specialist (MSA)" and "School Site Program Specialist (STEM)" positions will be assigned to a 196-day work year calendar. The annual calendar contains workdays beyond normal days of student attendance. Those non-student work days will be divided equally between August before school begins and the month of June after the school year ends. The regular work days shall be Monday through Friday unless modified by mutual agreement.
4. For the 2019-2020 school year, the Parties agree that the newly established position "School Site Program Specialist (MSA)" will be 8 hours per day. For the 2019-2020 school year, the Parties agree that the newly established position "School Site Program Specialist (STEM)" will be 6.0 hours per day.
5. Upon ratification of the MOU the District will begin the process of filling the newly created positions. While the District will follow all contractual processes regarding hiring for the newly created positions, it will be a shared priority to place the incumbent currently occupying the "School Office Manager-STEM" position into the new position of "School Site Program Specialist (STEM)"

This MOU settles and resolves all outstanding issues between District and CSEA regarding Classified support for the MSA and STEM programs at Novato High School and San Marin High School.

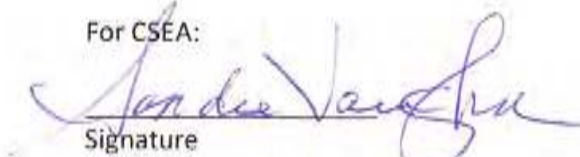
August 30, 2019

For District:

  
Signature

Jeremiah Fenwick  
Printed Name

For CSEA:

  
Signature

Sandie Vaughn  
Printed Name



**Memorandum of Understanding**  
**Between**  
**The California School Employees Association Chapter No.312**  
**And**  
**Novato Unified School District**  
**September 15, 2019**

This Memorandum of Understanding ("MOU") is entered into this 15th day of September 2019 by and between the Novato Unified School District ("NUSD") and the California School Employee Association, Chapter 312 ("CSEA") to address the effects and impacts of the District's decision to place of GPS devices on District "White Fleet" vehicles.

The Parties agree as follows:

1. The District shall use GPS devices on District vehicles in its "White Fleet" to determine location of the vehicles when emergency services are needed at District facilities, to review and determine route efficiency, and to ensure driver and passenger safety.
2. The District shall not use GPS devices for surveillance of employee conduct, movements or driving speed.
3. The District may use a GPS device as a secondary source to verify a report from a third party or an eyewitness account by a supervisor or manager that an employee has engaged in conduct which is unsafe, illegal, or in violation of District policy. The employee shall have the opportunity to respond prior to any information from a GPS device being considered for the purpose of disciplinary action.
4. Employees who use vehicles with GPS devices shall not tamper with the devices. Tampering with the GPS device is cause for disciplinary action.

September 15, 2019

For District:

  
Signature

Awanjit Fernan  
Printed Name

For CSEA:

  
Signature

Sandie Vaughn  
Printed Name

**Memorandum of Understanding**  
**Between**  
**The California School Employees Association Chapter No. 312**  
**And**  
**Novato Unified School District**  
**March 17, 2020**

This Memorandum of Understanding (“MOU”) is entered into this 17th day of March 2020 by and between the Novato Unified School District (“NUSD”) and the California School Employee Association, Chapter 312 (“CSEA”) to address the potential for school closure.

The Parties agree as follows:

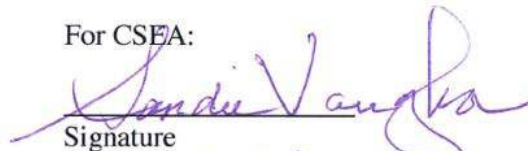
1. A unit member directed to be absent from their worksite by order of any Federal, State or Local agency including the school district shall receive their full pay and benefits. Members are required to be able to access, and respond to, District communications during this time.
2. Under State law, Title I, Section 3100 of the California Government Code, all government employees are considered Disaster Service Workers. As such, the District may direct any member to report to work during any closure with no additional compensation.
3. Unless a member is ill and unable to access, and respond to, District communications, no member will be charged sick leave or docked pay if the school or worksite is closed for health and safety reasons. If a member elects to remain at home for reasons other than illness while the work site is open, the employee must use their own current leave balances. All members will have access to the use of sick time, personal necessity leave, or other leaves as outlined in the Collective Bargaining Agreement.
4. This MOU is non-precedent setting and if the need for this MOU extends beyond June 30, 2020, CSEA, and NUSD may renew this agreement for the 2020-21 school year based on current factors.

March 17, 2020

For District:

  
Signature  
JONATHAN FERMIN  
Printed Name

For CSEA:

  
Signature  
SANDIE VAUGHN  
Printed Name

**Memorandum of Understanding**  
**Between**  
**The California School Employees Association Chapter No. 312**  
**And**  
**Novato Unified School District**  
**April 1, 2020**

This Memorandum of Understanding (“MOU”) is entered into this 1st day of April 2020 by and between the Novato Unified School District (“NUSD”) and the California School Employee Association, Chapter 312 (“CSEA”) to address Food and Nutritional Services staffing.

The Parties agree as follows:

1. Due to the opening of a new FANS single facility and the resulting change of structure and operations of FANS programs, a change of work with particular FANS positions is needed.
2. The District intends to eliminate the position of “FANS Delivery Driver Lead and Distribution Specialist” due to lack of work from the opening of the new FANS single facility.
3. The District intends to create and immediately fill a second six (6) hour per day position of “FANS Delivery Driver” due to need for work from the opening of the new FANS single facility.
4. As both parties agree to the change in Food and Nutritional Services staffing, there will be no effects of layoff to negotiate.

April 1, 2020

For District:

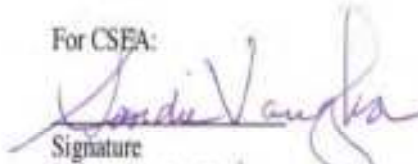


Signature

Jonathan Ferrer

Printed Name

For CSEA:



Signature

SANDIE VAUGHN

Printed Name



Stan Bransgrove 4/16/2020

**Memorandum of Understanding  
Between  
The California School Employees Association Chapter No. 312  
And  
Novato Unified School District  
April 1, 2020**

This Memorandum of Understanding ("MOU") is entered into this 1st day of April 2020 by and between the Novato Unified School District ("NUSD") and the California School Employee Association, Chapter 312 ("CSEA") to address transportation staffing.

The Parties agree as follows:

1. The District shall create a new job title effective August 1, 2020, "School Bus Driver- Extended Year" to cover the future needs of the District's Extended School Year (ESY) program.
2. Aside from an increased work calendar of approximately 205-210 days, the job description will remain aligned to the current job description for "School Bus Driver".
3. All current "School Bus Drivers" will be offered the position of "School Bus Driver- Extended Year", but will not be required to accept the position.
4. The District intends to fill any future bus driver positions that are available as "School Bus Driver- Extended Year".
5. The position of "School Bus Driver- Extended Year" will guarantee at least six (6) hours daily for its entire work calendar.

April 1, 2020

For District:

  
Signature

JONATHAN FERMIN  
Printed Name

For CSEA:

  
Signature

SANDIE VAUGHN  
Printed Name



Stan Bransgrove 4/16/2020



**Memorandum of Understanding  
Between  
The California School Employees Association Chapter No. 312  
And  
Novato Unified School District  
April 1, 2020**

This Memorandum of Understanding ("MOU") is entered into this 1st day of April 2020 by and between the Novato Unified School District ("NUSD") and the California School Employee Association, Chapter 312 ("CSEA") to address payroll timesheet deadlines.

The Parties agree as follows:

1. Revise Article 3:5.3c to read:

Time sheet payments if submitted by the first working day of the month shall be paid no later than the tenth (10<sup>th</sup>) working day of the month following the month worked, or no later than the 15<sup>th</sup> calendar day of the month.

2. The reflected change deadline would be effective July 1, 2020.
3. The District and CSEA intends to negotiate this language revision at a later date.

April 1, 2020

For District:

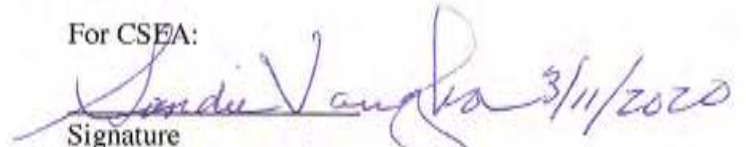


Signature

JUWANITA FERNER

Printed Name

For CSEA:



Signature

SANDIE VAUGHN

Printed Name



Stan Bransgrove 4/16/2020





**Memorandum of Understanding**  
**Between**  
**The California School Employees Association Chapter No. 312**  
**And**  
**Novato Unified School District**  
**May 4, 2020**

This Memorandum of Understanding (“MOU”) is entered into this 4th day of May 2020 by and between the Novato Unified School District (“NUSD”) and the California School Employee Association, Chapter 312 (“CSEA”) as an addendum to the MOU agreed upon on March 17, 2020 to address school closure.

The Parties agree as follows:

1. Aside from this addendum, there are no changes to the MOU agreed upon on March 17, 2020.
2. That District employees within the Maintenance classification will be placed on an alternating weekly rotating schedule effective the week of May 4th, 2020, in which employees will be separated into teams to report to work to complete any and all work orders, and complete professional development of the District’s choosing, remotely, in which the content is not to exceed in time, the amount of time an employee is provided to work remotely. By mutual agreement of the employee and immediate supervisor, an employee may elect to report in to work in lieu of completing remote professional development. Further, the District, within reason, will support an employee who is having a technology hardship in completing remote professional development.
3. That District employees within the Grounds and Custodian classifications continue to report to work during school closure and the Shelter In Place Order, with the understanding that if daily tasks are completed early, employees may be released early by their immediate supervisor, with their hours and regular pay guaranteed for the day. In addition, and if agreed upon by their immediate supervisor, may be provided professional development to complete at a designated work location.
4. That District employees within the FANS classification continue to report to work during school closure and the Shelter In Place Order with the understanding that if daily tasks are completed early, employees may be released early by their immediate supervisor, with their hours and regular pay guaranteed for the day. In addition, FANS employees will work with their immediate supervisor on additional safeguards to limit any contact exposure with other individuals. Lastly, a limited term agreement from May 2020 through June 2020 is reached for the District to contract a third party for the preparation and packaging of all Supper Program meals, and that the District will not contract with a third party for any Breakfast or Lunch meals during the limited term agreement.
5. That this MOU is non precedent setting. The District reserves its right to direct any CSEA employee, within or outside of this addendum, to report to work for any emergency or disaster

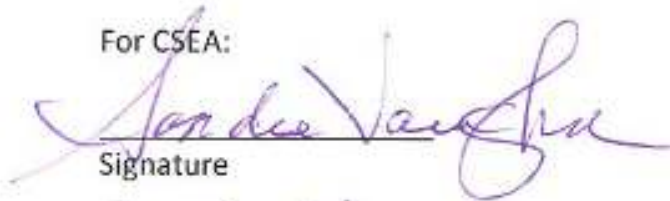
service work, within reason, as identified by the District or other local, state, and/or federal agencies. This addendum will expire on May 31st, 2020 and the District anticipates that on June 1st, 2020, with the exception of the limited term agreement regarding Supper Program meals for FANS, a return to normal operations and schedules for CSEA members; however, should a Shelter In Place be extended, this addendum may be extended by agreement from both parties.

May 4, 2020

For District:

  
Signature  
JONATHAN FERMIN  
Printed Name

For CSEA:

  
Signature  
Sandie Vaughn  
Printed Name



Stanley Bransgrove, LRR May 12, 2020