Agreement Between

Cupertino Union School District

and

California School Employees Association
Cupertino Chapter 13

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PREAMBLE

The Board of Education of the Cupertino Union School District, hereafter referred to as "Board" and Cupertino Union School District hereafter known as “District,” and California School Employees Association, Cupertino Chapter 13, hereafter referred to as “Union,” agree as follows:

ARTICLE 1 - RECOGNITION

1.1 The District hereby recognizes the California School Employees Association, Cupertino Chapter 13 as the exclusive and sole bargaining agent for the unit of employees described in Appendix A hereto. This recognition shall not include District employees designated as management, supervisory, or confidential by the Board subject to Public Employees Relations Board (PERB) regulations. (2004-05)

1.2 The District agrees not to meet and negotiate with any classified employees' union other than the California School Employees Association, Cupertino Chapter 13 for the employees represented in this unit for the duration of this Agreement. The District agrees not to negotiate with any classified employee described in Appendix A individually during the duration of this Agreement on matters subject to meeting and negotiating.

1.3 The California School Employees Association, Cupertino Chapter 13 recognizes the Board as the duly elected representative of the people. California School Employees Association, Cupertino Chapter 13 agrees to negotiate only with the District or its duly authorized representatives as designated by the District to act in its behalf.

1.4 The California School Employees Association, Cupertino Chapter 13 agrees that neither it, nor its members or agents will attempt to represent in any negotiations or grievances the interests of anyone other than members of the unit. California School Employees Association, Cupertino Chapter 13 agrees the interests of pupils, parents, the public, the District, and other employees will be the sole concern of the District and/or these respective parties.

1.5 The California School Employees Association, Cupertino Chapter 13 recognizes the District as the duly constituted representatives of the educational interests of the pupil.

ARTICLE 2 – DEFINITION OF TERMS

2.1 "Member of the unit" refers to all classified employees serving in the classifications listed in Appendix A hereto.

2.2 "A regular, full-time employee" is defined as a member of the unit who is assigned to work eight (8) hours per day during his/her annual work schedule (ten (10) to twelve (12) months).

2.3 "A regular, part-time employee" is defined as a member of the unit who is assigned to work less than the regular full-time employment schedule as defined in this Article.

2.4 "CSEA" or "Union" or "Cupertino, Chapter 13" means California School Employees Association, Cupertino Chapter 13.

2.5 "Board" means the Governing Board of the Cupertino Union School District.

2.6 "District" means the Cupertino Union School District.

2.7 "Duty days" are days on which members of the unit are required to report to work.

2.8 "Exclusive representative" refers to California School Employees Association, Cupertino Chapter 13.

2.9 "School year" refers to the yearly period from July 1 to June 30.

2.10 "Classified employee" means a regular full-time or part-time classified employee who is a member of the unit.

2.11 "Superintendent" means the Superintendent of the Cupertino Union School District or his/her designee.

2.12 "Site Administrator" means the chief executive officer of one or more schools with total responsibility to manage all affairs of the school or schools, including general control and supervision of all certificated and classified employees assigned to serve in the school or schools.

2.13 "Range" is the payroll code (currently represented by a number) which represents where a classification is placed on the salary schedule. Rate is the hourly and/or monthly salary step in one of the horizontal salary levels within the range for a specific classification. (1995–96)

2.14 "Salary step" is one of the horizontal salary levels within the range for a specific classification. (1995–96)

2.15 "Realignment" is the movement of an entire classification from one salary range to another salary range. (1995–96)

2.16 "Reclassification" means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such position, and not a sudden change occasioned by a reorganization or the assignment of completely new duties and responsibilities." *Education Code Sections 45101(f) and 45285*

2.17 "Short-Term Employee" as used in this section, means any person who is employed to perform a service for the District, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. *Education Code Section 45103* (1995-96)

2.18 “Shall/Will” as used in this Agreement, the words “shall” and “will” have the same meaning, signifying an imperative or mandatory obligation of duty. (1995–96)

2.19 "Association" as used in this agreement, means the California School Employees Association State Organization. (2004-05)

2.20 The use of "he or his," "she or her," as used in this agreement, refers to all genders. (2004-05)

2.21 "Member of CSEA" is a classified employee in the bargaining unit who has authorized to pay union dues. (2018-19)

2.22 "Executive Board" consists of all duly elected officers of the California School Employees Association, Cupertino Chapter 13. (2004-05)

ARTICLE 3 – ORGANIZATIONAL SECURITY

3.1 DUES DEDUCTION

The District agrees to deduct, according to CSEA policy and the CSEA dues schedule, dues from the pay of all employees who are members of CSEA under the authority of a written authorization signed by the employee. Said deductions shall be paid to the Association monthly. (2018-19)

The parties understand that the Association will require, and the District shall provide, payroll records which will enable the Association to enforce this Article, including data which distinguishes employees by their status as a member of CSEA versus an employee who is not a member of CSEA. Dues shall be deducted from all wages (except overtime) paid to unit members including the following: retroactive pay, work out-of-class pay, back pay settlements regardless of when paid. All members of the unit who have made an authorization for the deduction of dues, which is in effect on the effective date of this Agreement, shall have such deduction continued. (2018-19)

3.2 REINSTATEMENT

Upon the reinstatement of members of CSEA, or upon return from unpaid leave of absence or recall from layoff, the District will resume or initiate dues deductions for such members of CSEA in accordance with this Article. (2018-19)

3.3 CHECK OFF

The Association shall have the sole and exclusive right to have union dues deducted by the District. The District shall remit to the Association within fifteen (15) days all sums so deducted. The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database.

The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request. The District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative. (2018-19)

3.4 HOLD HARMLESS CLAUSE

CSEA shall defend and indemnify the District for any claims arising from its compliance with this Article for any claims made by the employee for deductions made in reliance on the information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization. (2018-19)

The Association shall have exclusive right to decide and determine whether any such action or proceeding shall not be compromised, resisted, defended, tried, or appealed.

ARTICLE 4 – EMPLOYEE RIGHTS

4.1 The official personnel file of each employee will be maintained at the District's Human Resources Department.

4.2 Employees will be provided with copies of any derogatory written materials ten (10) working days before they are placed in the employee's personnel file. The employee will be given an opportunity during normal working hours and without loss of pay to initial and date the derogatory material and to prepare a written response to such material. The written response shall be attached to the materials in the personnel file.

4.3 An employee will have the right at any reasonable time without loss of pay to examine and/or obtain copies of any material from his/her personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the employee involved. An employee also may give his/her consent in writing to have a CSEA representative examine his/her personnel file on his/her behalf. (1995-96)

4.4 All personnel files will be kept in confidence and will be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee. (1995–96)

4.5 Written materials placed in an employee's personnel file shall be signed and dated by the originator of the material. (1995–96)

ARTICLE 5 – ORGANIZATIONAL RIGHTS

5.1 MEETING SPACE

The Union shall have the right to reasonable use of District buildings and facilities subject to the Civic Center Act. The Union shall provide the District with adequate notice of the use of such facilities and comply with District regulations regarding the use of such facilities.

5.2 MAIL SERVICES, EQUIPMENT AND USE OF BULLETIN BOARDS

CSEA will continue to have access to use District equipment and bulletin boards. (1995–96) CSEA President and Executive Board shall have the right to use the District's electronic mail service(s) for purposes reasonably related to communication on matters of negotiations between the District and CSEA, and communication related to Chapter Meetings and ratification of agreements between the District and CSEA during non-working time and in compliance with the District's technology use policy. (2018-19)

5.3 UNION ACCESS TO WORK LOCATIONS

Authorized representatives of the Union shall be permitted to transact official Union business on District property during nonworking hours and at locations designated by the site administrator or supervisor/manager. Nonworking hours are hereby defined as before and after the assigned hours of work, lunch periods, and rest breaks. Union representatives will notify department supervisors/managers or site administrators of their intent to visit and/or of their arrival at a given work location. They will be permitted entry upon presentation of acceptable identification. Site administrators and supervisors/managers may restrict access if such access would unduly interrupt school business.

5.3.1 NEW EMPLOYEE ORIENTATION: Following initial employment, the District and CSEA will schedule an orientation for all newly hired unit members occurring up to four (4) times a year. The training's substance and scheduling shall be jointly approved by the Associate Superintendent of Human Resources and the CSEA President or their designees. The CSEA President or designee shall be provided release time to attend the orientation. The newly hired employees will be provided one (1) hour of release time to attend an orientation, and if the orientation falls outside the employee's regular schedule, then the employee will be compensated for the time. (2015-16, 2018-19)

5.4 POLICIES AND PROCEDURES

The District shall forward to the Chapter President two (2) sets of District Board policies, administrative regulations, and procedures dealing with classified employees and, on an annual basis, any revision thereto. These materials shall be provided in electronic format when feasible and in hard copy when not. (2012-13)

5.5 BUDGET

Upon request to the Assistant Superintendent of Human Resources, the District shall provide the Union with two (2) hard copies each of the final budget and interim reports within five (5) days of presentation of these documents to the Board of Education. (2007-08)

5.6 DOCUMENTS

The Chapter President may request to the Assistant Superintendent of Human Resources/designee and receive two (2) copies of any District document which is a public document under the laws of the state. These materials may be provided in electronic format when feasible and in hard copy when not. (2007-08, 2012-13)

5.6.1 The District will provide annually to the Chapter President a bargaining unit seniority list which includes the following information: name, date of hire for each classification, full time equivalency (FTE), and assigned location (site). The list shall be by classification showing the

seniority (as defined in section 26.1.2(a) of this Agreement) of incumbents and hours the unit member has earned in other positions. (2012-13, 2016-17)

5.7 **NON-DISCRIMINATION**

Neither the District nor CSEA shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage or not to engage in any CSEA activity.

5.8 **RELEASE TIME**

The District shall provide release time for members or alternates of the unit to attend district meetings which are scheduled during the workday, e.g., Health and Welfare and Budget Advisory Committees. Such meetings and number of attendees shall be mutually agreed upon in advance. (2012-13)

5.8.1 NOTIFICATION It shall be the responsibility of CSEA to inform the District of unit members or alternates attending prescheduled meetings one (1) week prior to the meeting and the District will notify the unit member's or alternate's supervisors/managers when unit members or alternates are scheduled to attend the prescheduled meetings or any other meetings held at the request of the District. Unit members or alternates shall be responsible for notifying their supervisors/managers when attending a meeting that is not prescheduled or is held at the unit member's or alternate's request.

5.8.2 The District will provide twenty (20) hours of paid release time per month to CSEA each school year for the express purpose of engagement in CSEA business. Prior to release time, the Chapter President shall notify the District of who on the CSEA's Executive Board or designee will be released and the hours to be used. (2016-17)

5.9 **CSEA ANNUAL CONFERENCE**

The District will provide release time for CSEA Chapter delegates to attend the CSEA Annual Conference. The Chapter delegates shall be entitled to use vacation pay or take a leave without pay to attend the Conference. (2016-17)

5.10 **UNION REPRESENTATION**

The District recognizes the need and affirms the right of the Union to designate stewards from among employees in the unit. It is agreed that the purpose in designating stewards is to promote effective working relations between the District and the Union.

5.10.1 CSEA shall make every effort to designate shop stewards and notify the District in writing of names of shop stewards and the groups they represent. The District shall be notified in writing of any change in stewards. In the absence of designated stewards the President shall assume stewardship for all Union members. (2012-13)

5.10.2 Stewards representing employees in regard to the grievance procedure during the steward's regular working hours shall receive release time without loss of pay. Stewards will normally secure permission at least one (1) day prior to the anticipated time of departure from the supervisor/manager and or site administrator before leaving the work site for the purpose of handling a grievance. In an emergency, the steward will consult with their manager/supervisor prior to leaving the worksite. If their manager/supervisor is not available, Human Resources will be notified and a message will be left in the worksite office for the steward's manager/supervisor. After receiving permission to leave the worksite, or notifying Human Resources, the steward will proceed promptly to the site designated.

The investigation shall be conducted during non-duty time whenever possible.

Upon reaching the site of the grievance, the steward will report to the supervisor/manager or site administrator and request permission to contact the employees at the site who are involved in the grievance.

When the investigation has been completed, the steward will promptly return to his/her worksite and resume regular duties.

Where a steward is not designated at a particular site, the steward in the closest proximity to that work area, as assigned by the Union, assumes stewardship for those employees.

5.11 DISTRICT EMPLOYEE LISTS

5.11.1 The District shall provide the Association on or about the 15th of each month a list containing the names, addresses, work locations, classifications, date of hire, full time equivalency (FTE), and permanency status for all CSEA unit members. These materials shall be provided via mutually agreeable secure FTP site or service. (2007-08, 2012-13, 2018-19)

5.11.2 The District shall provide the Association monthly a complete list of employees who are members of CSEA and employees who are not members of CSEA. (2004-05, 2012-13, 2018-19)

5.12 CONTRACT PRINTING COST

Upon ratification of this agreement by the Union and the District, the District shall prepare and deliver to the Union copies of this agreement sufficient for one copy per member of the bargaining unit. The District and CSEA shall share the cost of printing the contract and the negotiated reopener agreements. CSEA and CUSD logos will be affixed to each contract.

Each unit member shall be provided by the District, without charge, a copy of any written change agreed to by CSEA and the District during the life of this agreement as long as the costs are reimbursable by the state in accordance with provisions related to collective bargaining.

5.12.1 The Union and the District shall collaborate on the format of the contract and the number of contracts to be printed. (2004-05)

5.13 NOTICE REQUIREMENTS

Notices required by this agreement or law shall be delivered in writing, either by hand or First Class U.S. Mail according to contractual or legal requirements, to the CSEA Chapter President and to the assigned Labor Relations Representative. In the absence of contractual or legal requirements, notices may be provided in electronic format when feasible. (2012-13)

5.14 UNION ORIENTATION PACKAGE

5.14.1 Each new employee shall receive a packet of information provided by CSEA describing benefits, rights, etc. of the Union. The packet shall be determined by CSEA and may include information on Union membership and a membership/dues authorization form. This information shall be given to each new employee, along with any other new employee material.

ARTICLE 6 – DISTRICT RIGHTS

6.1 The right to manage the school district and to direct its employees and operations is vested in and reserved by the District and shall be unrestricted except that exercise thereof may not extinguish any lawful right or benefit expressly provided for in this Agreement.

ARTICLE 7 – HOURS OF EMPLOYMENT

Unit members shall be paid at the end of each month worked; and pay warrants throughout the school year shall reflect the same amount each month based on annual salary, with adjustments made for variables, such as standard and voluntary deductions, over-time, leave without pay or sick leave differential. (2012-13)

7.1 WORKWEEK

7.1.1 The normal workweek for full-time employees shall consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week. The normal workweek or hours of employment for less than full time employees shall consist of five (5) consecutive days and shall be in accordance with Education Code section 45131. (2004-05)

7.1.2 ALTERNATIVE WORKWEEK The District may in its discretion establish alternative workweeks consisting of other than five (5) consecutive days, subject to the approval of the Human Resources Department. The Human Resources Department shall establish procedures to monitor such alternative schedules, including but not limited to the following: (2007-08)

7.1.2.1 Alternative schedules shall be considered by the Human Resources Department upon the request of a program administrator, or upon the request of an employee with the program administrator's approval. No alternative schedule shall result in a reduction in hours. (2007-08)

7.1.2.2 The program administrator and affected employee(s) shall meet with the Human Resources Department to be apprised of the potential impacts of an alternative work schedule, which will include: (2007-08)

a. Requiring the employee to keep a monthly calendar indicating time worked which must be submitted to the Payroll Department by the last workday of the month in order for the employee to be paid on the tenth of the following month.

b. Application of all other rights guaranteed by this Agreement (e.g., holidays, vacation, health and welfare benefits).

7.1.2.3 The District will notify the CSEA President of, and CSEA may have a representative at, such meeting. (2007-08)

7.1.2.4 Following such meeting, the Human Resources Department will decide whether to approve the program administrator's request. Written notification of this decision (including reasons if denied) shall be given to all parties (program administrator, employee and CSEA) within five (5) working days after the meeting. (2007-08)

7.1.2.5 Once approved, the alternative schedule shall remain in effect until such time as either the employee or program supervisor requests a return to the original normal workweek. Such request shall be subject to the approval of the Human Resources Department. (2007-08)

7.1.2.6 The decisions of the Human Resources Department shall be final and not subject to challenge through Article 16 (Grievance Procedure). (2007-08)

7.2 WORKDAY

The hours of the workday shall be designated by the District for each classified assignment, in accordance with the provisions set forth in this Agreement. Each employee shall be assigned a fixed, regular, and ascertainable number of hours of work. (2004-05)

7.2.1 The duty day must be set by the supervisor/manager/site administrator annually (1998-99) for the following classifications: Instructional Assistants, School Site Instructional Technology Specialists, School Library Media Clerks, Health Clerks, Special Program Coordinators, Behavior Interventionist I (ABA) and Behavior Interventionist II (ABA). The actual scheduled hours must be included on all job postings. This proposed schedule remains subject to modification by the District, or at the District's consent to an employee's request. (2007-08, 2010-11, 2015-16)

7.2.2 The workday for the classifications listed in section 7.2.1 above will include the time necessary for reviewing lesson plans, conferencing, or receiving instruction from the teacher and/or supervisor/manager, consistent with the classification job description. (2010-11)

7.3 ADJUSTMENT OF HOURS

Any employee who works an average of thirty (30) minutes or more per day in excess of a regular part-time assignment for a period of twenty (20) consecutive working days or more by virtue of assignment by his or her immediate supervisor/ manager, shall have his or her regular assignment adjusted upward to reflect the longer hours in order to acquire fringe benefits on a pro-rata basis.

7.4 LUNCH PERIODS

All employees working the normal workweek as defined in 7.1 above shall be entitled to an uninterrupted and duty free lunch period except in cases of emergency. The length of time for such lunch period shall be no longer than one (1) hour nor less than one-half (1/2) hour and shall be scheduled for full-time employees at or about the midpoint of each work shift. Such lunch period shall be unpaid.

Unit members working four (4) but less than six (6) hours shall have a thirty (30) minute unpaid uninterrupted and duty free lunch period, which shall be scheduled at a time that is mutually agreed to by the unit member and the supervisor/manager. Scheduling of the lunch period may be prior to the start of work, within the work period or following the work period. (2004-05)

The lunch period, for unit members working six (6) hours or more, may not be taken prior to the beginning or at the end of their work shift. (1995-96)

7.5 REST PERIODS

Each employee shall receive a fifteen (15) minute paid break during each four (4) hours of consecutive service, with the break as close as possible to the two (2) hour interval. Employees whose regular workday is three (3) consecutive hours shall receive a ten (10) minute daily break. (2007-08) Such breaks shall be scheduled by the employee's immediate supervisor/manager and shall not be taken prior to the beginning or at the end of the work shift. The District recognizes the employee's right to rest periods and expects employees to exercise this right. (1995-96)

Other specified rest periods may be designated only when the operation of the District requires someone to be present in the employee's assignment or at their worksite at all times during their designated work hours. Such times shall be mutually agreed upon between employees and their supervisor/manager. (2004-05)

7.6 REST FACILITIES

The District shall make available at each work site, lunchroom, restroom, and lavatory facilities.

7.7 **VOTING TIME OFF**

In accordance with Election Code §§14000-14002 (Appendix D), employees may be provided with time off upon request for the purpose of voting in federal, state, or local elections without loss of compensation. (2012-13)

7.8 **OVERTIME**

All assigned hours beyond eight (8) in any regular workday, or forty (40) in any regular workweek, shall be compensated at the rate of one and one-half (1 and 1/2) times the employee's regular rate of pay. Overtime compensation shall be in accordance with *Education Code Sections 45128 and 45131.*

7.9 **COMPENSATORY TIME**

If mutually agreed upon between the employee and the immediate supervisor/manager, recognizing that there may be no substitute provided, employees may receive compensatory time off in lieu of overtime pay (or regular pay if additional "straight time" is worked) at the employee's discretion. Compensatory time shall be recorded on a separate permanent log (see Appendix C) for all classified employees at the work site. Compensatory time shall be granted at a rate of one and one half (1 and ½) times the hour(s) the employee worked overtime and shall not be carried over for more than twelve (12) months. If at the twelve (12) month deadline, the employee has not been able to take the compensatory time, the District shall pay the employee at the rate of one and one-half (1 and ½) times (or regular pay if additional "straight time" is worked) the hour(s) the employee has worked. The compensatory log is available for download on the Intranet. (2007-08)

7.10 **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 under this Agreement.

Any employee returning to work after his normal shift shall be paid for not less than two (2) hours at the rate of one and one-half (1 and ½) times the employee's regular rate of pay. If the time worked exceeds two (2) hours, pay shall be for the time worked at one and one-half (1 and ½) times the employee's regular rate of pay. This does not apply to extensions of usual work shifts which shall be paid in accord with straight overtime procedures, unless such extension of the usual work shift exceeds eight (8) hours.

In order that regular employees may have an opportunity to supplement regular salaries, they shall have first call to serve as substitutes for absent employees, provided that the assumption of the added work does not interfere with the performance of the regularly assigned duties and that the employee is qualified to perform the work of the absentee. If no regular staff member wishes to substitute, on-call personnel will be used.

7.11 **WORK-OUT-OF-CLASS**

A bargaining unit member assigned by the manager to work in a higher classification shall receive the rate of pay (of the higher classification) for all time worked in that classification. The rate of pay will be computed according to section 15.4.4 of this agreement.

An employee required to perform work in a lower classification shall continue to receive his/her regular rate of pay.

7.12 **INSTRUCTIONAL ASSISTANTS, SCHOOL SITE INSTRUCTIONAL TECHNOLOGY SPECIALISTS, SCHOOL LIBRARY MEDIA CLERKS, HEALTH CLERKS, SPECIAL PROGRAM COORDINATORS, 10-MONTH LICENSED VOCATIONAL NURSE, SPEECH/LANGUAGE PATHOLOGIST ASSISTANT, MENTAL HEALTH THERAPIST,**

OCCUPATIONAL THERAPIST, ENGAGEMENT AND COMMUNITY RESOURCES SPECIALIST WORK YEAR (2010-11, 2015-16, 2022-23)

7.12.1 The work year for School Site Instructional Technology Specialists, School Library Media Clerks, Mental Health Therapists, Health Clerks, Special Program Coordinators, and 10-month Licensed Vocational Nurses shall begin five (5) workdays prior to the first student attendance day and shall continue through two (2) workdays beyond the last student attendance day including two (2) of the staff development days.

The work year for Instructional Assistants, Occupational Therapists, Engagement and Community Resources Specialist, and Speech and Language Pathologist Assistants shall begin three (3) workdays prior to the first student attendance day and shall continue through the last student attendance day, including two (2) of the staff development days. (2015-16, 2021-22, 2022-23)

7.12.2 a. The classifications listed in Section 7.12 may request and receive a full or partial pay off of unused accumulated vacation in accordance with request procedures contained in Article 8 (Vacation) section 8.5.1. The use of vacation time or compensatory time off is discouraged during student attendance days or on staff development days occurring during the unit member's work year; however, unit members may request up to five (5) days of vacation which will be evaluated in accordance with the Request for Leave procedures contained in this Agreement. (2015-16, 2022-23)

b. Special Program Coordinators and Health Clerks may elect to use vacation or compensatory time on student attendance days in accordance with request for leave procedures contained in this Agreement. (2010-11)

7.12.3 The District shall designate, on an annual basis, the dates on which staff development days shall occur, and the nature and content of the activities for one of these days. The nature and content of the other staff development day shall be determined at the school site level. Agendas for the District and site planned learning days will be distributed a reasonable number of days prior to the date of the staff development activity. (2010-11)

7.13 PRESCHOOL LEAD TEACHER, PRESCHOOL TEACHER, PRESCHOOL INSTRUCTIONAL ASSISTANT WORK YEAR

In order to address the shared interest to include all available staff development days for bargaining unit members in the Preschool Program, the Parties agree to the following: (2020-21)

7.13.1 The work year for the classifications listed in 7.13 shall begin three (3) workdays prior to the first student attendance day and shall continue through one (1) workday beyond the last student attendance day. (2018-19, 2020-21, 2022-23)

7.13.2 The classifications listed in 7.13 may request and receive a full or partial pay-off of unused accumulated vacation in accordance with request procedures contained in Article 8 (Vacation) section 8.5.1. The use of vacation time or compensatory time off is discouraged during student attendance days or on staff development days occurring during the unit member's work year the District-planned Staff Learning Day; however, unit members may request up to five (5) days of vacation which will be evaluated in accordance with the Request for Leave procedures contained in this Agreement. (2015-16, 2020-21, 2022-23)

7.14 **BEHAVIOR INTERVENTIONISTS (ABA) WORK YEAR**

The work year will be a 46-week work year as a standard unless otherwise negotiated. An annual calendar of workdays shall be published prior to the beginning of each new work year to show workdays, holidays, and student recess periods which are non-work days. (2010-11, 2012-13)

7.14.1 Behavior Interventionists (ABA) may elect to use unused, accumulated vacation during their work year, subject to Article 8 (Vacation) sections 8.5 and 8.7. Vacation requests shall be submitted as soon as possible but not less than ten (10) work days in advance of the date requested. (2010-11, 2012-13, 2015-16, 2021-22)

7.14.2 Behavior Interventionists (ABA) cannot use vacation or compensatory time on the District planned learning day. (2010-11, 2021-22)

7.14.3 The District shall designate, on an annual basis the dates on which staff development days shall occur, and the nature and content of the activities for one of these days. Agendas for the District and site planned learning days will be distributed a reasonable number of days prior to the date of the staff development activity. (2010-11)

7.15 **SCHOOL SECRETARY WORK YEAR – Commencing with the 2012-2013 School Year**

Secretary I and Elementary Secretary II:

The work year shall begin seven (7) workdays prior to the first official teacher workday and shall continue for up to two hundred thirty (230) workdays (including holidays and vacation), or June 30, whichever occurs first. (2010-11)

Secretary II Middle School:

The work year shall begin ten (10) workdays prior to the first teacher work day and shall continue for up to two hundred thirty-five (235) workdays (including holidays and vacation) or June 30, whichever occurs first. (2010-11, 2016-17)

The District shall notify the above positions of their return dates by April 15 of each year.

Murdock-Portal School Secretary I and II:

The work year shall be based on the Murdock-Portal Calendar and is to be determined annually by the District and the Union by June 15. (2007-08, 2010-11)

7.16 **NS Secretary III & Nutrition Services Specialist:**

The work year shall begin on the first workday in August and shall continue for up to two hundred thirty-five (235) workdays (including holidays and vacation) or June 30, whichever occurs first. (MOU 6/19/17, 2021-22, MOU 8/10/23)

7.17 **CHILD ABUSE REPORTING**

The District shall comply with the provisions of the Child Abuse Reporting Act and shall provide training to its employees as per the requirements of the act.

7.18 **FAIR LABOR STANDARDS**

The District will abide by the provisions of the Fair Labor Standards Act.

ARTICLE 8 – VACATION

8.1 All permanent employees will earn vacation time on a monthly basis. Probationary employees shall be given credit for vacation earned during the probationary period and may begin to utilize vacation after completion of the probationary period and after they have been appointed as permanent employees. (1996–97, 2021-22)

8.2 Employees who work or who are in a paid status one-half (1/2) or more of the work days in any months shall receive vacation credit for that month.

8.3 Vacation time will be earned and accumulated according to the following schedule: (2007-08)

Years of Service		**1-5**	**6**	**7**	**8**	**9**	**10**
Days Earned		12 days	16 days	17 days	18 days	19 days	21 days
% Accrual Factor		8	10.67	11.33	12	12.67	14
% FTE	**Hours Worked**	**Hours to earn per month**					
0.125	1	1	1.33	1.42	1.50	1.58	1.75
0.188	1 ½	1 ½	2.01	2.13	2.26	2.38	2.63
0.250	2	2	2.67	2.83	3.00	3.17	3.50
0.313	2 ½	2 ½	3.34	3.55	3.76	3.97	4.38
0.375	3	3	4.00	4.25	4.50	4.75	5.25
0.438	3 ½	3 ½	4.67	4.96	5.26	5.55	6.13
0.500	4	4	5.34	5.67	6.00	6.34	7.00
0.563	4 ½	4 ½	6.01	6.38	6.76	7.13	7.88
0.625	5	5	6.66	7.08	7.50	7.92	8.75
0.688	5 ½	5 ½	7.34	7.80	8.26	8.72	9.63
0.750	6	6	8.00	8.50	9.00	9.50	10.50
0.813	6 ½	6 ½	8.67	9.21	9.76	10.30	11.38
0.875	7	7	9.34	9.91	10.50	11.09	12.25
0.938	7 ½	7 ½	10.01	10.63	11.26	11.88	13.13
1.000	8	8	10.67	11.33	12.00	12.67	14.00

Examples:
- 10 month employee in 7th year working .563 (4½ hours/day) would earn 63.80 hours/year
- 11 month employee in 4th year working .625 (5 hours/day) would earn 55 hours/year
- 12 month employee in 10th year working 1.000 (8 hours/day) would earn 168 hours/year

Note: Accrual rates become effective upon the unit member's anniversary date as defined in section 10.1.3.8.

8.4 Employees working less than an eight (8) hour day and/or less than a twelve (12) month year will accumulate vacation time on a pro-rated basis.

8.5 Unit members may carry over his/her unused accumulated vacation beyond the year in which it was earned into the second fiscal year. Vacation excess carried over into the second fiscal year must be taken by June 30 of that year or will be paid to the unit member at the end of June of that year. (2004-05)

8.5.1 In addition to Section 8.5 above, unit members may request and receive full or partial pay offs of unused accumulated vacation annually, instead of waiting until the second fiscal year. Such requests may be made up to two (2) times each school year and must be submitted in writing on the District's "Request for Vacation Pay-off" form to payroll as follows: (2012-13)

8.5.1.1 No later than the last work day in October for payment in December; and/or no later than the last work day in April for payment by July 30 of that year. (2010-11, 2012-13)

8.6 When a holiday falls during the scheduled vacation of any bargaining unit employee, the holiday shall not count as a vacation day.

8.7 All vacation requests must be in writing on the District "Request for Leave" form, submitted to the employee's supervisor/manager for approval, disapproval, or other action and reported to the electronic absence system. Approval will be based on site/department requirements, and the burden placed on the department work force. Any vacation request which is disapproved will be accompanied by an explanation for the refusal. Vacations shall be scheduled so as to fit into the normal work flow of the District. Vacations will be taken within the assigned work year. (9/94)

8.8 Employees may interrupt or terminate scheduled vacation leave due to personal illness, if an emergency situation arises, hospitalization, or if there is a death in the immediate family. In these instances the sick leave provisions, personal necessity provisions, and bereavement leave provisions of the Agreement shall apply. (1995-96)

8.9 Upon separation from service, employees shall be entitled to lump-sum compensation for all earned and unused vacation. Probationary employees shall not be entitled to such compensation unless they have completed the probationary period. Probationary employees who have completed the probationary period and become permanent are entitled to compensation for all earned and unused vacation. (1996–97, 2021-22)

ARTICLE 9 - HOLIDAYS

9.1 All employees in the bargaining unit who work on a calendar month basis are entitled to the following holidays:

New Year's Day	Veterans Day*
Martin Luther King Day*	Day Before Thanksgiving
Lincoln Day	Thanksgiving Day
President's Day (Washington)	Day After Thanksgiving
Memorial Day	Day of Christmas Eve
Juneteenth	Christmas Day
Independence Day	Day of Near Year's Eve
Labor Day	Admissions Day

*The observance of Veterans Day and Martin Luther King Day will be the same as the District calendar. Washington's Birthday, Lincoln's Birthday, and Admissions day will be scheduled each year on the consecutive Monday, Tuesday, and Wednesday of the week in February containing President's Day, with the understanding that the three (3) days will be taken off consecutively. This provision is effective only if the student calendar provides that this week is also a student holiday. If it is not, scheduling of these days will be determined in each year of reopener. (1998–99)

9.2 When a legal holiday, as defined by *Education Code Section 45203,* falls on a Sunday, the following day is declared a holiday. When the legal holiday falls on Saturday, the preceding Friday is declared a holiday.

9.3 As provided for in *Education Code Sections 37220 and 45203,* every day appointed by the President or Governor of this state as a public fast, mourning, thanksgiving, or holiday requiring the closing of schools shall be a paid holiday for all employees in the bargaining unit provided they meet the requirements of Section 9.4.

9.4 An employee must be on paid status during any portion of the working day immediately preceding or succeeding the holiday to be paid for the holiday.

9.5 Members of the bargaining unit required to work on any holiday shall be paid compensation, or given compensating time off, for such work in addition to the regular pay received for the holiday, at the rate of one and one-half (1 and 1/2) times the regular rate of pay. The employee shall have the option of selecting the form of holiday compensation.

ARTICLE 10 - COMPENSATION

10.1 **SALARY**

10.1.1 Effective with the August 2013 pay warrant, unit members shall be paid an equal monthly salary as follows:

a. Ten-Month Employees – 11 equal pay warrants.
b. Eleven-Month Employees – 11 equal pay warrants.
c. Twelve-Month Employees – 12 equal pay warrants (current practice). This refers to Behavior Interventionist I (ABA) and Behavior Interventionist II (ABA). (2012-13, 2015-16)

10.1.2 "Equal pay warrants" as referred to in this section means:

a. Base salary to compensate for actual days worked and holidays according to Article 9 of this Agreement; and
b. Base salary which may be adjusted for variables, such as standard and voluntary deductions, overtime, leave without pay or sick leave differential. (2012-13)

10.1.3 Salary increases for 2021-2022 and 2022-2023 School Years – The following salary increases shall apply to "current employees" as defined in section 10.1.4 below. (2021-22)

a. 2021-2022 School Year: The 2020-2021 salary schedules (Appendix A) shall be increased by seven percent (7%) retroactive to July 1, 2021. (2021-22)

b. 2022-2023 School Year: The 2021-2022 salary schedules (Appendix A) shall be increased by six percent (6%) effective July 1, 2022. (2021-22)

c. 2023-2024 School Year: The 2022-2023 salary schedules (Appendix A) shall be increased by eight percent (8%) effective July 1, 2023. (2022-23)

10.1.4 "Current employees" are those who are in paid or unpaid status (e.g., on a Board approved leave of absence) on the date of the Board of Education's final ratification of this proposal. (2017-18)

10.1.5 If any other unit receives a greater negotiated salary adjustment, on or off the schedule, this agreement shall automatically be amended to reflect such settlement.

10.1.6 INCREMENTS

Salary increments within each range shall be provided as follows:

10.1.6.1 Step A is the minimum hiring rate for the class.

10.1.6.2 The employee shall advance to Step B on the first of the month following the completion of one year in Step A.

10.1.6.3 The employee shall advance to Step C on the first of the month following the completion of one year in Step B.

10.1.6.4 The employee shall advance to Step D on the first of the month following the completion of one year in Step C.

10.1.6.5 The employee shall advance to Step E on the first of the month following the completion of one year in Step D.

10.1.6.6 Permanent employees who are employed for less than a full fiscal year will be granted full yearly credit.

10.1.6.7 Nothing contained herein shall prohibit the District from placing a newly hired employee on a step higher than Step A to reflect past experience or skills level, or to advance an employee more than one step for outstanding job performance.

10.1.6.8 Effective July 1, 1986, all unit members employed prior to September 1, 1983, shall be credited with an anniversary date of the first work day of the month in which they were hired. All unit members employed after August 31, 1983, shall be credited with an anniversary date of the first day of the month following the date of hire in this classification except if the date of hire is the first day of the month, that shall be the anniversary date.

10.1.7 LONGEVITY INCREMENTS

10.1.7.1 Beginning with the seventh (7th) year of employment with the District, all employees covered by this Agreement shall receive a one percent (1%) longevity increment per month.

10.1.7.2 Beginning with the tenth (10th) year of employment with the District, all employees covered by this Agreement shall receive a five percent (5%) longevity increment per month.

10.1.7.3 Beginning with the fifteenth (15th) year of employment with the District, all employees covered by this Agreement shall receive an eight percent (8%) longevity increment per month.

10.1.7.4 Beginning with the twentieth (20th) year of employment with the District, all employees covered by this Agreement shall receive a twelve percent (12%) longevity increment per month.

10.1.7.5 Beginning the twenty-fifth (25^{th}) year of employment with the District, all employees covered by this Agreement shall receive a thirteen percent (13%) longevity increment per month. (2015-16)

10.1.7.6 All unit members employed prior to 9/1/83 shall be credited with a longevity date of the first day of the month in which they were hired.

10.1.7.7 Longevity increments for all unit members shall be implemented based on the anniversary date as defined in section 10.1.6.8. (1995-96)

10.1.8 The District will provide information relating to sick leave and vacation leave hours on the monthly warrants. Pay day shall be on the last business day of the month for the District. The December warrant shall be issued on the last scheduled school day of the month for all represented by CSEA.

10.1.8.1 <u>LOST PAY WARRANTS</u>

Unit members with lost or stolen pay warrants shall immediately notify the Payroll Department and complete the necessary forms for reimbursement. The District shall issue a replacement warrant within five (5) working days after filing of the paperwork by the unit member. (1995-96)

10.1.8.2 PAYROLL ERRORS

Unit members with a pay warrant containing errors shall notify the Payroll Department. The disputed pay warrant shall be returned to Payroll. The Payroll Department shall issue a corrected pay warrant within five (5) working days. (1995-96)

10.1.8.3 SOCIAL SECURITY NUMBERS

Pay warrants and advice slips shall not include the employee's full social security number. (2005-06)

10.1.9 MILEAGE

10.1.9.1 Members of the unit will receive the current IRS mileage rate per mile when required to use their own automobile for authorized District/School business.

10.1.9.2 Employees who are called back to work after their regular shift will receive mileage reimbursement for traveling from the employee's home to the work site and from the work site to the employee's home.

10.1.10 NOON DUTY SUPERVISION

Unit members shall not be required to perform noon duty supervision. This excludes employees whose regularly assigned job and/or duties require them to provide noon duty supervision to specified student(s). (2005-06)

10.1.10.1 Unit members who supervise students during recess shall perform such duty only along with a teacher assigned to such duty. (2012-13)

10.1.11 FIELD TRIPS

Unit members who are required to accompany students on day or overnight field trips shall be compensated as required by law. (2012-13)

10.2 PROFESSIONAL GROWTH

10.2.1 OBJECTIVE

The activities included in the Professional Growth Program will be selected to improve the employee's skills and abilities resulting in benefit to the operation of the District. The District recognizes that training/retraining is needed to keep the staff up-to-date in their respective areas of responsibility. The Professional Growth Program is designed to reward employees for their efforts to improve job performance and their value to the District.

10.2.2 ELIGIBILITY

Members of the unit are eligible to begin to participate in the Professional Growth Program upon the completion of one (1) year of continuous and regular employment. (2016-17)

10.2.3 QUALIFICATION OF AWARD

Professional Growth awards are based upon six (6) semester units of work taken in accordance with the provisions of Section 10.2.4. (2005-06)

Units may be earned through participation in organized activities that are directly related to the employee's job (including promotional classifications, e.g., clerical, secretarial, accounting). (1995-96)

a. Community college, or university courses
b. Adult education courses

c. Trade school and business colleges
d. District approved workshops (1995–96)

Credit for adult education, trade/business courses, and District approved workshops shall be equated as follows: (1995-96)

One (1) semester unit of credit will be awarded for each fifteen (15) hours of work. Credit for hours greater or less than fifteen (15) hours of work shall be awarded on a prorated basis: for example; twelve (12) hours of work would be awarded eight tenths (.8) semester units of credit, and eighteen (18) hours of work would be awarded 1.2 units of credit. One (1) quarter unit equals 2/3 of a semester unit.

For adult education hours, the value of one (1) hour of class/course time shall be equal to six hundredths (.06) semester units.

All course work taken must have a grade of "C" or better in order to be granted Professional Growth credit. Should the course be rated on a pass/fail basis a "pass" must be received for the course.

In cases where institutions grant one (1) unit of credit for courses requiring less than fifteen (15) hours of course work, the District reserves the right to grant partial credit based upon the fifteen (15) hours per semester unit standard.

10.2.4 PROCEDURE

Unit members wishing to obtain Professional Growth credit must use the following procedure:

a. Complete Professional Growth Application form at least ten (10) days prior to the commencement of the course; extensions shall be granted based on class scheduling problems. The form shall be filled out and signed by the applicant and submitted to the Human Resources Department. The application will be approved/ disapproved within five (5) days. Upon disapproval, employee shall receive written basis for rejection of the application.

b. Professional Growth credit will not be granted until official course documents are received in the Human Resources Department. It is the unit member's responsibility to see that transcripts are filed in the Human Resources Department within the required time limits.

c. Credit will not be given for courses taken while an employee is on unpaid leave from the District, or for courses taken while the employee is on release time, or for courses for which the District pays employee expenses. This does not exclude 10-month employees who take courses during the summer.

10.2.5 PROFESSIONAL GROWTH AWARDS

a. Professional Growth compensation awards of $600.00 will be granted after completion of six (6) units of approved course work. (2005-06, 2016-17)

b. Professional Growth awards shall be credited and paid as units are earned and submitted (i.e., at the next feasible payroll following submission of six (6) units of approved course work. (2005-06)

c. An employee will be allowed two (2) Professional Growth awards within a three (3) year

period.

d. Employees must be on paid status at the time the award is earned. (2005-06)

10.3 **STAFF DEVELOPMENT**

All unit members are encouraged to pursue staff development opportunities. Upon notice to the unit member's supervisor/manager or site administrator and with prior approval of the Human Resources Department, staff development will be available during the work day/work week. (1995-96)

10.3.1 For every fifteen (15) hours of successful participation in a staff development course, members may receive one (1) semester unit of District credit in the professional growth program. Members need not take all fifteen (15) hours in one subject area but may accumulate them in several courses. (2005-06)

10.4 **TRAINING**

The parties recognize that the particular job requirements of each classification and the skills and experience of each individual result in the need for a varied level of training when a new employee is hired or a current employee moves to a new position. Accordingly, the District will determine training needs for each new employee based on the individual and the position, and will provide the equivalent of three (3) days training within the first three (3) work-months, from appropriate personnel with appropriate expertise. (2001-04) Additional training may be provided upon written request. (2005-06)

10.5 **FIRST AID**

Unit members shall not be required to perform medical tasks beyond minor first aid. Unit members may administer medicine in accordance with District policy which shall include written authorization from the doctor and parent of the student.

10.5.1 First Aid classes will be scheduled during work days for unit members required to be certified. The District will attempt to provide substitutes for unit members taking First Aid classes. (1995-96)

10.5.2 Advanced First Aid classes shall be provided to unit members who are required to administer medicine as part of their regularly assigned/described job duties. Such administration of medicine is defined as the provision of prescribed medicine as part of a student's continuing medical regime and does not include minor first aid or emergencies. (2005-06)

10.6 **SUBSTITUTE**

Unit members shall not be required to provide services in lieu of a substitute teacher.

10.7 **UNIT MEMBERS AS TRAINERS**

Unit members providing instructional services for staff development classes shall be paid the current instructor rate as established by the District's Instruction Department, in addition to their normal hourly rate. (2005-06)

ARTICLE 11 – HEALTH AND WELFARE BENEFITS

11.1 The District shall provide unit members and their dependents with medical, prescription, dental, vision, life insurance, and psychological services coverage as determined by the parties. (9/94, 2010-11, 2018-19) Effective January 1, 2022 the plans are: (Joint MOU 11/12/21)

- The fully Insured Anthem Blue Cross PPO plan (no new enrollment allowed).
- Kaiser HMOs
- Anthem Blue Cross HMO
- Vision Service Plan
- Delta Dental HMO and PPOs
- Life Insurance
- EAP

11.2 **PREMIUM COST**

If any other unit receives a greater health and welfare benefit, this agreement shall automatically be amended to reflect such settlement. This provision shall remain in effect so long as all employee groups participate in a single health and welfare pool.

11.2.1 Employer and Employee Contributions

11.2.1.1 The District shall continue to contribute seventy percent (70%) of the full cost of health insurance premiums for each tier of each plan. The employee shall contribute the remaining thirty percent (30%). (2021-22)

11.2.1.2 Employee contributions shall be paid by automatic payroll deduction. Employee payroll deductions shall be adjusted as necessary to reflect a true thirty percent (30%) contribution which may be modified by any changes in premium rates as relevant to each plan and tier, and/or as triggered by the absence of a subsequent negotiated agreement as set forth in Section 11.2.1.4 below. (2018-19, 2021-22)

11.2.1.3 Employees will be entitled to participate in the health and welfare programs on a pro-rata basis consistent with the number of hours worked daily. The District will pay the percentage of the full premium consistent with the employee's percentage of a full-time assignment. (2010-11)

11.2.1.4 Absent written agreement otherwise, the employer contribution toward health insurance benefits shall be capped at seventy percent (70%) of the premium rates for each tier of each plan in effect as of December 31, 2022. If a negotiated agreement altering the December 31, 2025 level of District and employee contributions is not reached in sufficient time to impact the January 2026 payroll, the employee's share of premium cost shall automatically be increased through automatic payroll deduction to cover an increase in premium rates effective January 1, 2026. (2018-19, 2021-22)

11.2.1.5 The parties agree to meet in the same process of coordinated negotiations that lead to this MOU anytime during the term of this agreement upon written request of the District or the coalition of unions to revisit health plans and, if agreed upon by the parties, solicit bids for alternative competitive health plans. (2021-22)

11.2.1.6 The parties agree to meet in coordinated negotiations including representatives of all bargaining units no later than June 30, 2025 to revisit health plans, address share of

premium costs, and, if agreed upon by the parties, solicit bids for alternative competitive health plans. (2018-19, 2021-22)

11.2.2 Fund 62

The District shall maintain a Fund 62 balance sufficient to cover any current and potential stop loss claims related to the self-insured Anthem Blue Cross PPO plan. After such period is complete, the remaining Fund 62 balance shall be used by the District at its discretion. (2018-19)

11.2.3 "Rate Holiday" from Fund 62:

11.2.3.1 For the month of December, 2021, the District shall pay the thirty percent (30%) contribution normally paid by unit members participating in District-provided health and welfare benefit programs as of the date of execution of this MOU. The District shall also pay thirty percent (30%) of the participating retirees' contribution for the month of December, 2021. (Joint MOU 11/12/21)

11.2.3.2 The parties acknowledge that section 5 of the predecessor Memorandum of Understanding (MOU) covering the subject matter of this MOU provides that "the remaining Fund 62 balance shall be used by the District at its discretion." Accordingly, during the months of October in 2022, 2023 and 2024, upon written request of the District or the coalition of unions, the parties will meet in coordinated negotiations to discuss potential additional "rate holidays." (Joint MOU 11/12/21)

11.3 HEALTH AND WELFARE COMMITTEE

The Employer/Employee Health and Welfare Committee shall include representatives of CEA, CSEA, SEIU and management / supervisory / confidential employees. (2018-19)

a. The purpose of the committee shall be to review the financial status of all health and welfare benefit plans. The Committee shall review utilization reports, review networks and medical groups, and explore wellness program options. The Committee shall meet on a quarterly basis unless mutually agreed otherwise. (2018-19)

b. Each bargaining group (CEA, CSEA, SEIU, management / supervisory / confidential, and the District) shall have three (3) members. Each member shall have one (1) vote. (2018-19)

c. The committee also shall examine possible cost savings and cost shift ideas and proposals, and determine their effects upon members of the bargaining units and the District. Recommendations of the committee shall be sent to the negotiation committees of each bargaining group. No cost savings/shifts shall be recommended without a majority vote of the committee. (2018-19)

d. It is the intent of the committee to provide the best health and welfare benefits coverages possible. (2010-11)

e. CSEA representatives will have the authority to approve or disapprove recommendations under consideration by the committee. (1995-96)

11.4 In the event of the death of a member of the unit, the member's surviving spouse and/or dependents shall remain eligible to participate in any and all health and welfare benefits programs that would have been available to the member, at the expense of the spouse and/or dependents. Such coverage shall be at the active member rates. (1993-94).

11.5 Disability Insurance

Unit members shall participate in the disability insurance program chosen by CSEA bargaining unit members. Disability insurance shall be paid through employee payroll deduction. The effective date shall be August 1, 2017, or thereafter. (2016-17).

ARTICLE 12 – ABSENCE REPORTING

12.1 All absences regardless of reason must be reported by the employee to the absence reporting system as soon as practicable and preferably before the absence according to District Board Policy and Administrative Regulation 4161/4261/4361. (2015-16)

12.2 All absences which occur at the beginning of the work shift, including late arrivals, must be reported prior to the beginning of the employee's work shift. Behavior Interventionist I (ABA) and Behavior Interventionist II (ABA) must report absences which are being reported after 6:30 a.m. on the day of the absence to the secretary by phone or email to ensure coverage can be arranged. (2015-16)

12.3 All absences which occur after the employee begins the work shift (e.g., leaving work prior to the end of the shift) must be reported prior to the end of that workday.

12.4 Failure to follow district policy is a cause for, and may result in, disciplinary action pursuant to Article 17.

ARTICLE 13 - LEAVES

13.1 SICK LEAVE

13.1.1 Every employee employed full-time for eight (8) hours per day five (5) days per week will be entitled to one (1) day of paid sick leave for each month in a paid status. Sick leave will be prorated for part-time employees on a proportionate basis based upon the hourly assignment of the employee when compared to a full-time employee. Sick leave, and not personal necessity leave, shall be utilized for an employee's own medical and dental appointments. (2021-22)

13.1.2 An employee working less than a fiscal year is entitled to sick leave prorated according to the number of months he/she has worked.

Months Worked □		10 months	11 months	12 months
% FTE	**Hrs. Worked**	**Hours to Earn Annually**		
0.125	1	10	11	12
0.188	1 ½	15	16 ½	18
0.250	2	20	22	24
0.313	2 ½	25	27 ½	30
0.375	3	30	33	36
0.438	3 ½	35	38 ½	42
0.500	4	40	44	48
0.563	4 ½	45	49 ½	54
0.625	5	50	55	60
0.688	5 ½	55	60 ½	66
0.750	6	60	66	72
0.813	6 ½	65	71 ½	78
0.875	7	70	77	84
0.938	7 ½	75	82 ½	90
1.000	8	80	88	96

13.1.3 Unused sick leave will accrue from year-to-year without limit.

13.1.4 A new classified employee reporting for work after the eleventh (11th) working day of the month will not earn sick leave until the following month. A classified employee absent without pay for more than ten (10) working days in any month will not earn sick leave credit for that month. Sick leave for a given fiscal year shall be granted in advance to permanent employees.

13.1.5 Sick leave hours taken but not earned shall be withheld from the employee's final warrant at the salary rate existing when the illness occurred.

13.1.6 An illness or injury of short duration shall be reported daily by the employee prior to the work shift. When an illness or injury requires an absence of five (5) days duration, and the employee is placed under the care of a physician, the employee shall report the projected duration of the absence. Absences covering extended periods shall be reported in accordance with Section 13.1.10. (2004-05)

13.1.7 An employee absent from his/her duties due to illness shall use all of his/her accumulated sick leave, vacation, compensatory overtime, or other available paid leave before the provisions of extended sick leave shall apply. Once the accumulated sick leave, vacation, compensatory overtime, or other available paid leave have been exhausted, the employee shall be eligible for a period up to five (5) additional months of sick leave during which the amount deducted from

the salary due the employee for any month in which the absence occurs shall not exceed the established daily rate paid a substitute employed to fill the position during the absence. Extended leave must be on the basis of a doctor's statement. The Human Resources Department shall require medical verification of the cause of absence. (2007-08)

13.1.7.1 An employee's rights to return to work following extended leave under this section shall be governed by *Education Code Section 45195.*

13.1.8 Any absence due to illness or accident for five (5) or more consecutive days or when tied to a vacation or holiday may require verification by the employee's physician, or recognized practitioner of those who follow a well recognized faith which depends upon prayer for healing. (2004-2005)

13.1.9 Notwithstanding sections 13.1.6 and 13.1.8, whenever circumstances indicate a possible abuse of sick leave privileges under this Article, the District may require verification of the illness or injury by a physician or practitioner (as defined above). In such instances, the District also may require a physical examination of the employee by a physician appointed by the District, at no cost to the employee.

13.1.10 Prior to returning to work after any extended illness, a doctor's verification that the employee is physically able to render full and complete service to the District, shall be submitted to the Human Resources Department which shall notify the employee's immediate supervisor/manager whether the employee has been released to return to work. (2004-05)

13.1.11 A person may convert unused sick leave to retirement credit in accordance with the Government Code, Section 20965 or its successor at the time the employee files a request for retirement.

13.2 INDUSTRIAL ACCIDENT LEAVE

An employee shall be provided leave of absence for industrial accident or illness under the following rules and regulations:

13.2.1 The accident or illness must occur in the course of the employment of the employee and must be accepted as a bona fide injury or illness.

13.2.2 Allowable leave shall not be for more than sixty (60) working days in any one (1) fiscal year for the same accident.

13.2.3 Allowable leave shall not be accumulated from year to year. (1995-96)

13.2.4 Industrial accident or illness leave will commence on the employee's first day of absence.

13.2.5 Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this state, exceed the normal wage for the day.

13.2.6 Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of compensation award made under workers' compensation.

13.2.7 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

13.2.8 When entitlement to industrial accident or illness leave has been exhausted, entitlement or other

sick leave will then be used; but if an employee is receiving workers' compensation the employee shall be entitled to use only enough accumulated or available leave or vacation leave when added to his/her workers' compensation to result in a payment not to exceed his/her full regular salary. *Reference Education Code Sections 45191, 45196, 45207*

13.3 PERSONAL NECESSITY LEAVE

Employees should be aware that personal necessity leave is deducted from accumulated earned sick leave (9/94). Personal necessity leave shall be limited to circumstances serious in nature that the employee cannot reasonably be expected to disregard. Absences pursuant to this leave provision normally necessitate the employee's immediate physical presence elsewhere and involve matters which cannot be accomplished at any other time. (1995-96)

13.3.1 BUSINESS OF A PERSONAL NATURE

Each member of the unit will be allowed seven (7) days per year personal necessity leave as described in 13.3.5 to conduct business of a personal nature with no questions asked (9/94). The employee will be required to submit a request for this leave at least two (2) working days prior to the commencement of the leave, if possible. In urgent or emergency situations, the request for leave shall be submitted as soon as the employee returns to work; however, unit members will contact immediate supervisor to apprise of absence, when practicable. Requests involving non-urgent or emergency situations may be denied and/or supervisor may ask the time be rescheduled to accommodate site/department based on site/departmental requirements and/or the burden placed on the site/department work force. This leave may be taken in increments of no less than thirty (30) minutes. (2007-08, 2015-16)

13.3.2 USE OF PERSONAL NECESSITY DAYS

Such leave shall not be used for or in conjunction with personal or family vacation, holiday or on in-service days except, in the latter situation, for emergencies as defined in 13.3.5. If this leave is requested before or after any school holiday, vacation period, or on an in-service day, or if the leave is for more than four (4) consecutive days, a statement outlining the urgent situation shall accompany the request for leave. For reasonable cause, the District shall grant the full seven (7) days for personal leave if requested. (2007-08, 2015-16)

13.3.3 In addition to advance notification, where possible, approval is also required if:

a. this leave is requested before or after any school holiday, vacation period, or on an in-service day;

b. if the requested leave is for more than four (4) consecutive days; (2015-16)

c. as outlined above, the leave requested adversely impacts the site/department and/or places a burden on the site/department work force. In this case, the supervisor/manager will explore whether any employee will change his/her requested date of leave to alleviate the impact/burden (9/94, 2015-16).

13.3.4 In an emergency, the employee shall be responsible for contacting the supervisor/manager at his/her earliest convenience during the first day of leave, and also shall indicate the numbers of days leave which may be required. For reasonable cause, the District shall grant the full seven (7) days for personal leave if requested. (9/94)

13.3.5 In any single school year a maximum of seven (7) days of earned sick leave may be used for personal necessity reasons listed below:

a. emergency situations related to illness in the immediate family
b. accidents involving persons/property of the immediate family
c. medical and dental appointments for children, spouse, parents, and domestic partners (but not for the employee themselves) (2015-16, 2021-22)
d. supervising emergency repairs to damaged personal property
e. graduation, commitment (domestic partnership) or marriage ceremony
f. appearance in court as a litigant
g. bereavement beyond the number of days allowed under bereavement leave
h. paternity (1995-96)
i. adoption (1995-96)
j. special childcare and family care needs (1995-96)
k. bereavement leave for family members or individuals not specified in 13.3.8 (2015-16)

13.3.6 Personal necessity leave is non-cumulative.

13.3.7 Eligibility for using personal necessity leave begins after the probationary period has been completed. (1996–97, 2021-22)

13.3.8 "Member of the immediate family" means the spouse, domestic partner, mother, father, grandmother, grandfather, grandchildren, son, daughter, son-in-law, daughter-in-law, sister, brother, children of sister or brother, sister-in-law, brother-in-law, step parents, or step children of the member or of his/her spouse or domestic partner, or any other person living in the immediate household of the member. A person standing or who has stood in loco parentis shall be considered as a member of the immediate family. (2015-16)

13.4 MATERNITY LEAVE

13.4.1 An employee may use sick leave if physically disabled and unable to render service to the District as a direct result of pregnancy.

13.4.2 The use of sick leave for pregnancy disability shall be treated the same as any other disability for which sick leave is granted.

13.4.3 At any time an employee is absent as a result of her physical disability arising out of her pregnancy, the District may request a doctor's verification of her inability to render service to the District.

13.4.4 In order to use sick leave for pregnancy disability, the employee must have been actually rendering paid service to the District and not on any unpaid leave immediately preceding the disability.

13.4.5 An employee temporarily disabled as a result of pregnancy, termination of pregnancy, or childbirth may return to duty at any time she is physically able to render full and complete service to the District.

13.4.6 Upon returning to duty as a result of her temporary disability, the employee must file with the Human Resources Department a doctor's verification that she is physically able to render full and complete service to the District.

13.5 FAMILY LEAVE ACT

13.5.1 FAMILY CARE AND MEDICAL LEAVE (including Worker's Own Serious Health Condition.) (1995-96)

a. ELIGIBILITY

Unit members who have worked at least 12 months in the District and who have worked at least one thousand two hundred and fifty (1,250) hours of service in the District preceding the leave may take up to a total of twelve (12) workweeks of leave in any twelve (12) month period for family care and medical leave as defined in Gov*ernment Code Section 12945.2.* (2015-16)

For unit members who do not meet the above eligibility requirements, a look back period shall be used to determine when the employees have met the one thousand two hundred and fifty (1,250) hours of service. Counting the one thousand two hundred and fifty (1,250) hours backwards shall start from the date the employee is requesting FMLA. (2015-16)

b. SUBSTITUTE (CONCURRENT COUNTING) OF OTHER LEAVES WITH FAMILY CARE & MEDICAL LEAVE

1. **Employee's Own Serious Health Condition**
   Unit members shall utilize and substitute only accrued time off (paid or unpaid), including accrued sick leave, during the period of family care granted under this section.

2. **Care for Parent, Child, or Spouse**
   Unit members shall utilize and substitute any accrued time off (paid or unpaid) except for accrued sick leave, during the period of family care leave granted under this section. Unit members have the option of also utilizing accrued sick leave concurrently with family care leave, or of taking the leave as unpaid (when and if other paid accrued time is exhausted).

c. PRIOR NOTIFICATION

Unit members must request the leave at least thirty (30) days before the proposed commencement of the leave, except in cases when the reason for the leave is unforeseeable due to lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency.

d. NOTICE OF RETURN

The unit member on family care leave should notify the District at least two (2) weeks before the estimated return date to confirm that he/she will return on such date. Where no return date has been estimated, the unit member will notify the District of the intended return date at least two (2) weeks prior to return. Employees using leave on an intermittent basis, as authorized by law must try to schedule the leave to minimize disruption to normal operations.

e. CERTIFICATION OF NEED FOR LEAVES – FAMILY CARE AND MEDICAL LEAVES

In all cases involving the need for a leave due to a serious health condition, as defined by law (see section 13.5.1 i below), (2007-08) unit members must provide certification from a health care provider regarding: 1) the date on which the serious health condition commenced, 2) the probable duration of the condition.

In cases where the leave is for the employee's own serious health condition, certification will also include a statement that the employee is unable to perform the function of his or her position.

In cases where the leave is for a serious health condition of the employee's parent, child, or spouse, certification shall include an estimate of the amount of time the unit member will

require to care for the child, parent, or spouse. This statement also shall include a statement from the health care provider that the unit member's participation to provide care is warranted during the period of treatment of the seriously ill member of the immediate family (i.e., parent, child, or spouse of the employee).

In any event, the requirements of this section apply only to a Family and Medical Leave, and not to utilization of sick leaves or other leaves which do not involve concurrent counting with Family Care and Medical Leave.

f. Family Care and Medical Leave shall not be used to extend the time established under section 13.6 of this agreement for parental leave.

g. Time spent on Family Care and Medical Leave of absence under this section shall not constitute a break in service.

h. During the period of Family Care and Medical Leave, as defined in this section, the District shall maintain an employee's group health insurance coverage at the same level and under the same conditions as before the leave began.

i. "Serious health condition," as used in this Article shall be as defined by law and means an illness, injury, impairment, or physical or mental condition which involves the following:

1. Any period of incapacity or treatment in connection with, or consequent to, inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility.

2. Any period of incapacity requiring absence from work, school, or other regular daily activities, of more than three consecutive calendar days, that involves continuing treatment by (or under the supervision of) a health care provider.

3. Continuing treatment by or under the supervision of a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days, or for prenatal care (other than routine medical appointments).

4. Restorative dental or plastic surgery after an accident or injury, or the removal of cancerous growths are serious health conditions if all the conditions required by law are met. Voluntary or cosmetic treatments (such as most treatments for orthodontia or acne) which are not medically necessary are not "serious health conditions," unless inpatient hospital care is required. Routine preventive physical examinations are excluded.

13.5.2 Employees returning from leaves of one (1) year or less shall have the right to return to their former classification. Upon termination of parental leave beyond one (1) year, the employee shall be placed in the first available vacancy for which he/she is qualified.

13.5.3 A member of the unit whose child is due to be born during the year may use up to five (5) days alternate sick leave for absences required by pregnancy or delivery. The number of such days taken will be part of the days allowable annually for personal necessity leave.

13.6 CHILD BONDING LEAVE

Employees may elect to utilize up to twelve (12) weeks of child bonding leave occasioned by the birth of the employee's child, or the placement of a child with the employee in connection with the employee's adoption or foster care of the child as provided by CFRA. (2018-19)

13.6.l Pursuant to Education Code section 45196.1, in order to qualify for child bonding leave, employees must have completed one (1) year (twelve months of employment) for the District, but are not required to have at least 1,250 hours or service during the previous one (1) year (twelve months) period. (2018-19)

13.6.2 For mothers, the twelve (12) week child bonding leave shall commence at the conclusion of any pregnancy disability leave. (2018-19)

13.6.3 For non-birthing parents, the twelve (12) week child bonding leave shall commence on the first day of such leave. (2018-19)

13.6.4 Pursuant to Education Code section 45196.1, if an employee exhausts his/her accumulated sick leave prior to the expiration of the twelve (12) week child bonding leave, s/he shall be entitled to differential pay as defined in section 13.1.7, or 50% of the employee's regular pay, whichever is more. (2018-19)

13.6.5 In accordance with section 13.5, the District must be provided with at least thirty (30) days prior notice if intent to take child bonding leave, except in the case of emergency. (2018-19)

13.7 PARENTAL LEAVE

13.7.l An employee who wishes to take a personal leave to prepare for childbirth, to raise a child immediately following childbirth or upon adoption of an infant or preschool age child, shall be granted such leave without pay for up to one (1) year. Such leave may be extended up to one (1) year upon approval of the District. (2004-05)

13.7.2 Employees returning from leaves of one (1) year or less shall have the right to return to their former classification. Upon termination of parental leave beyond one (1) year, the employee shall be placed in the first available vacancy for which he/she is qualified. (2004-05)

13.7.3 A member of the unit whose child is due to be born during the year may use up to five (5) days alternate sick leave for absences required by pregnancy or delivery. The number of such days taken will be part of the days allowable annually for personal necessity leave. (2004-05)

13.8 BEREAVEMENT LEAVE

13.8.l An employee shall be entitled to three (3) days leave of absence for travel up to 400 miles and five (5) days if travel beyond 400 miles is required for the death of any member of his/her immediate family. No deduction shall be made from the sick leave or salary of such employee due to such leave of absence. *Reference Education Code Section 45194.* (1995-96, 2015-16)

13.8.2 "Member of the immediate family" means the spouse, domestic partner, mother, father, grandmother, grandfather, grandchildren, son, daughter, son-in-law, daughter-in-law, sister, brother, children of sister or brother, sister-in-law, brother-in-law, step parents, or step children of the member or of his/her spouse or domestic partner, or any other person living in the immediate household of the member. A person standing or who has stood in loco parentis shall be considered as a member of the immediate family. (2015-16)

13.9 MILITARY LEAVE

13.9.1 The status of an employee shall not be affected by virtue of induction or call to active duty in any branch of the armed forces of the United States of America or the State of California.

13.9.2 During Reserve Corps and National Guard emergency military service periods, the time for

which is ordered by the President of the United States or the Governor of California, the employee will be granted leave as necessary. *Reference Education Code Section 44800, Government Code 19770, 19771, 19775, 19780*

13.10 **JUDICIAL LEAVE**

13.10.1 Members of the unit shall be entitled to leave without loss of pay to appear in court as a subpoenaed witness, other than as a litigant, or to respond to an official order from duly authorized government agencies, or to serve as a juror.

13.10.2 Any compensation received for appearance as a witness or for serving as a juror under this section shall be endorsed over to the District so that the member's compensation for any days of absence for the above purposes shall not be in excess of, or less than, his/her regular pay. Travel expense reimbursement shall not be payable to the District.

13.10.3 Persons requesting leave under this policy shall submit to the Human Resources Department a copy of the subpoena or summons requiring their appearance.

13.11 **ASSOCIATION/CHAPTER LEAVE**

13.11.1 Upon written request by the Association/Chapter, the District will grant paid leave for Association/Chapter business for up to five (5) days per year for the Association/Chapter leave. (2007-08) The Association shall reimburse the District for the salaries of unit members receiving such release time.

Leaves for no more than two (2) employees at the same time will be granted for the purpose of serving as an officer of Cupertino Chapter 13 or an officer of CSEA State organization.

Leaves will be granted for a precise period of time which will be set forth in writing at the time the leave is granted.

Leaves will be granted for a period of time not to exceed two (2) years.

13.11.2 Employees who are granted leave from the District under 13.10.l shall accumulate seniority for the duration of his/her authorized leave for Union business.

13.12 **POLITICAL LEAVE**

A permanent employee who is a member of the unit may be granted an unpaid leave of absence upon election to any public office.

13.13 **OTHER LEAVES**

Other paid or unpaid leaves of absence may be granted to members of the unit.

13.14 **SPECIAL LEAVE OF ABSENCE WITHOUT PAY**

Leave of absence without pay for a specific purpose and for a designated length of time not to exceed one hundred and ninety-five (195) working days *(Education Code Section 45103)* may be granted under one (1) of the following conditions: (1) a suitable substitute employee is available to fill the position of the person on leave; (2) the absence of the regular employee will not reduce the efficiency of the program of the District; (3) the employee can give reasonable assurance that he/she will return to the position at the designated conclusion of the leave. Insurance coverage is not paid by the District during leaves without pay, nor any benefits accumulated; and (4) no leave of absence without pay will be granted for the purpose of accepting another offer of employment. (1996–97, 2012-13)

13.15 **RIGHTS OF EMPLOYEE UPON RETURN FROM LEAVE**

An employee returning to duty after an approved leave of absence without pay will be returned to the same position held prior to the leave, providing the employee has met the conditions under which the leave was granted. If the position no longer exists, the District will place the returning employee in another position as soon as one is available for which he/she is qualified.

13.16 **BREAK IN SERVICE**

No absence under any paid leave provisions of this Article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this agreement shall continue to accrue under such absence. No period of unpaid absence of less than thirty (30) calendar days shall be considered a break in service although earning of sick leave, vacation leave, and salary advances shall cease. However, upon return to employment, sick leave, vacation leave, and salary status shall be resumed at the point where unpaid leave began.

13.17 **DONATION FOR CATASTROPHIC LEAVE**

13.17.1 Bargaining unit members may donate accrued sick leave in one (1) hour increments to another bargaining unit employee for use by that member as paid sick leave, pursuant to the requirements of this section.

13.17.2 ELIGIBILITY FOR USING DONATED TIME

a. The members must have exhausted all accrued sick leave (under sections 13.1.1 and 13.1.7) vacation and compensatory time balances.

b. The member must be off work (not actually rendering service to the District) for purposes of caring for a seriously ill parent, child, or spouse, or due to a personal catastrophic illness or injury. (2007-08)

c. As used in this section (13.16), "catastrophic illness or injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family whose incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off. (2007-08)

d. Prior to implementing the procedure for donation of hours set forth below, the employee shall be required to submit appropriate verification of the need and eligibility for such leave as required by the District. (2007-08)

13.17.3 There is no minimum or maximum number of hours that must be donated, received, or used.

13.17.4 PROCEDURE FOR DONATION OF HOURS

a. CSEA shall inform members on a case-by-case basis when the need for donated time arises.

b. CSEA shall be responsible for collecting donated time. Members shall authorize donations in writing, signed, and dated.

c. CSEA shall compile the list of donated time in order of donations received and submit the list to the District along with supporting written authorizations.

Once the first-round list is received by the District, no more donations will be added. In the event more donations are needed, the process shall repeat itself.

d. The District will convert the donated hours to dollar amounts, based on the pay rate(s) of the donor members. Thereafter, the District will deduct sick leave from donors, according to the list, and credit it to the member on leave, according to the pay rate of the member on leave.

e. The total hours (converted to dollars) donated by each member shall be used in the order received before moving to the next donor on the list.

f. Donor members on the list whose hours were not used will have their original authorization forms returned to them as a confirmation that their donated hours were not used.

g. At the completion of the Catastrophic Leave, the District will return to CSEA the original list indicating which donor employees hours were used.

13.18 **INABILITY TO RETURN TO DUTY, RE-EMPLOYMENT LIST** If, at the conclusion of all sick leave and additional leave, paid or unpaid, granted under this Article, the unit employee is still unable to resume the duties of his/her position, he/she will be placed on a re-employment list for the class from which he/she was on leave, for a period not to exceed thirty-nine (39) months. (2004-05)

At any time during the prescribed thirty-nine (39) months, the unit employee is able to assume the duties of his/her position, the employee shall be re-employed in the first vacancy in the classification of his/her previous assignment. The employee's re-employment will take preference over all other applicants except for those laid off for lack of work or lack of funds, pursuant to this Agreement, in which case the employee shall be ranked according to his/her proper seniority. Upon resumption of his/her duties, the break in service will be disregarded and the employee shall be fully restored as a permanent employee. (2004-05)

13.19 **REINSTATEMENT AFTER RESIGNATION**

13.19.1 Any permanent employee who voluntarily resigns from his/ her permanent classified position may be reinstated or employed within thirty-nine (39) months after his/her last day of paid service to: (2004-05)

a. a position in his/her former classification as a permanent or short term employee, or

b. as a permanent or short term employee in a related lower class or a lower class in which the employee formerly had permanent status. (2004-05)

13.19.2 The District shall disregard the break in service of the employee and shall classify him/her as, and restore all rights, benefits, and burdens of, a permanent employee in the class to which he/she is reinstated and re-employed. (2004-05)

13.19.3 Current permanent employees who have been re-employed within thirty-nine (39) months of a previous resignation from the District, prior to the effective date of this section, shall retain any seniority earned prior to such resignation, but all other rights, benefits or burdens shall be restored prospectively, i.e., as of the first of the month following ratification of this contract. (2004-05)

ARTICLE 14 - EVALUATION

14.1 SCHEDULE

14.1.1 All unit members shall be evaluated by their immediate supervisors/managers in accordance with the following schedule:

a. PROBATIONARY EMPLOYEES (UNIT MEMBERS HIRED ON/AFTER JULY 1, 2020)
One (1) time within six (6) month probationary period, by the end of the fifth (5^{th}) month of employment. Objective setting/responsibilities meeting will occur within the first three (3) months of employment. (2020-21, 2021-22)

a. PERMANENT EMPLOYEES
Except as provided in 14.1.1(c) below a regular performance evaluation shall be conducted at least once a year, beginning with the first year of service as a permanent unit member. Unit members transferring within classification and unit members changing classifications shall receive a transfer progress report two (2) months after the change. (2017-18)

c. A permanent unit member who maintains a satisfactory summary evaluation rating shall be evaluated every other year. If a unit member's performance or conduct during a "skipped" year is less than satisfactory and results in counseling as defined in Section 14.3, the unit member shall be returned to the regular evaluation process for that year.

14.1.2 Regular performance evaluations of permanent unit members shall result in written performance reports on forms provided by the District and agreed to by CSEA, in accordance with the schedule in this section and with the procedures in Sections 14.2, 14.3, 14.4, 14.5 and 14.6. (2012-13, 2017-18)

a. All unit members shall be evaluated on or before the first workday in May. (2017-18)

b. No evaluation will be scheduled outside a unit member's paid work hours and work year, unless the employee's unavailability makes this impractical. (2005-06, 2017-18)

14.2 EVALUATION CONFERENCE

14.2.1 The immediate supervisor/manager shall be responsible for scheduling a meeting with the unit member for the purpose of reviewing and discussing the individual unit member's written evaluation. For all unit members, this meeting should be scheduled on or before the first workday in May. Upon completion of this evaluation meeting, the unit member and the supervisor/manager shall sign the completed evaluation form. The signature of the unit member shall not indicate the unit member's agreement with what has been written. It will indicate only that he/she has read the evaluation. (1995-96, 20015-06, 2017-18)

14.2.2 The purpose of the evaluation conference shall be to review the evaluation. There will be three (3) copies of the evaluation form. The official copy shall be placed in the unit member's file, the supervisor/manager will retain a copy, and the unit member will be provided a copy. Within ten (10) working days of the conference, the unit member shall have the right to attach any comments or statements to the official copy.

14.2.3 Evaluations shall be based on the demonstrated performance of the unit member and the observations of the supervisor/manager. Complaints against a unit member shall be in accordance with Board Policy 1312.1. The evaluation shall not include unsubstantiated hearsay.

14.3 **COUNSELING**

14.3.1 In the event that a unit member's performance or conduct is less than satisfactory, the immediate supervisor/manager shall provide formal counseling within ten (10) working days of the supervisor's/manager's knowledge of the occurrence of the incident or noted deficiency. It is intended that a counseling process will result in a unit member's return to satisfactory service. In cases where there is a pattern of less than satisfactory performance or conduct, the counseling shall occur within ten (10) days of the most recent incident. Counseling is defined as follows: (2005-06)

a. A verbal conference between the supervisor/manager and the unit member, separate from ongoing worksite dialogue; preceded by or during which notice is given to the unit member, that it is a counseling conference, and (2005-06)

b. Written documentation of less-than-satisfactory conduct or performance which may be placed in the unit member's personnel file. A conference shall be held between the unit member and supervisor(s)/manager(s) for the purpose of presenting and reviewing the written counseling documentation. All written counseling shall be on a "Counseling Documentation Report" and should include specific written directions for improvement in deficient areas. (2005-06)

14.3.2 If more than one supervisor/manager is present during a counseling session, or if documentation is to be presented, the unit member shall have the right to have a Chapter representative present and/or an Association representative if desired. (2007-08)

14.3.3 Documentation of such counseling shall be given to the unit member as it is developed. Documentation will be required upon repeated occurrence of incidents requiring counseling. Unit members shall be provided an opportunity to attach a written response within ten (10) working days of receiving documentation. (2005-06)

14.3.4 Formal counseling documentation may be included in formal performance reports. If, after formal counseling, a unit member's performance becomes satisfactory, such documentation shall not be included in performance evaluations. If the unit member's performance does not become satisfactory, the counseling process shall continue. (2005-06)

14.3.5 Formal counseling documentation included in a written performance report may be carried forward. (2005-06)

14.4 **NOTICES OF COMMENDATION OR UNSATISFACTORY SERVICE**

At any time, a manager may issue to an employee a Notice of Commendation or Notice of Unsatisfactory Service. Such notices shall be made on prescribed forms and shall set forth specific reasons for recognition of outstanding or unsatisfactory service by the unit member. A copy of such notice shall be given to the unit member prior to being placed in the unit member's personnel file; the unit member may respond within ten (10) working days. (2012-13)

14.5 **APPEALS**

If the unit member is not satisfied with his/her performance evaluation, he/she may appeal through the grievance procedure including Step 2. If a unit member alleges that the procedure set forth in the Article was not followed, he/she may appeal through the grievance procedure including arbitration.

14.6 **NEEDS TO IMPROVE** During the evaluation period, the evaluator(s) of the unit members shall take affirmative action to assist in correcting any cited deficiencies. Such action shall include specific written

recommendations for improvement and assistance in implementing such recommendations. The evaluator shall consult with the unit member before establishing a support plan. The unit member may request to have a union representative at this consultation, provided that the availability of a representative shall not delay this consultation.
(1995-96)

ARTICLE 15 – TRANSFER, PROMOTIONS, POSTING AND FILLING POSITIONS

15.1 DEFINITIONS

15.1.1 TRANSFER A transfer is a change in work location within the same classification (job title) or to another classification (job title), with the same or lower salary range designation. (2004-05)

15.1.2 PROMOTION A promotion is a move to a higher classification (i.e., a higher salary range designation), which is attained through the application and competition process set forth in Section 15.4. (2004-05)

15.2 POSTING AND FILLING POSITIONS

15.2.1 When a new position is established or the vacating of an existing position occurs in the classified unit, it will be posted on the District website, at each District job site and a copy of this posting shall be given to the Union. Such positions shall be posted at all work locations for at least five (5) working days prior to applicant interviews or any action being taken to consider any applicant for the position. (1995-96, 2015-16)

Job postings at all sites shall be posted on designated unit bulletin boards. Further, copies of all job postings shall be placed in a site binder for review by unit members.

The notice of openings will include the job title and position; tracking information to identify the position; (a unique static number, entered into the posting log and not shared with any other posting); description of duties; minimum qualifications required for the position; the assigned job site; the assigned work shift, hours, weeks and months per year; salary range; deadline to apply, and projected starting date. (2012-13)

In addition, the District will create a modified list of vacancies by classification that can be posted on the Intranet, taking into account the high volume of vacancies and the District's workforce. (2007-08, 2010-11)

15.2.2 The District will fill vacant positions as soon as feasible, normally within fifteen (15) working days after the close of posting or re-posting, using the following procedures: (1995-96, 2010-11)

a. screen applicants for evaluations, qualifications, and seniority

b. conduct and/or arrange interviews, administer appropriate tests, and any other screening procedures

c. notify all applicants of any action taken

15.3 TRANSFERS

15.3.1 All employees applying for transfers within their classification must meet application requirements set forth in 15.2.1 above. Employees who wish to be considered for such positions shall complete required In-District/Transfer application forms and procedures by the stated deadline for application. Employees who apply for a transfer within their current classification shall be guaranteed an interview. Any employee on leave shall have the right to have a member of the Executive Board file an application on his/her behalf. (2004-05, 2010-11)

15.3.2 Employees whose most recent evaluation (dated no more than one (1) year prior to the initial posting of a position) has a summary/overall rating of unsatisfactory shall be ineligible to apply for a transfer into such a position.

15.3.3 The employee having greater District seniority shall be awarded the transfer provided that the employee has a satisfactory work performance record and meets the job site requirements for the positions.

15.3.4 Members of the unit will not be eligible for transfer until they have satisfactorily completed four (4) months of employment and have received at least one (1) satisfactory evaluation in their current position with the District. (2004-05, 2016-17)

15.3.5 Employees exercising transfer rights pursuant to Section 15.2 shall be precluded from transferring to a vacant position within their classification for one (1) year from the effective date of their last transfer. (9/94)

15.3.6 The provisions of this section also shall apply to employees applying for transfer to lower classifications. (1995–96)

15.4 **PROMOTION**

15.4.1 Employees whose most recent evaluation (dated no more than one (1) year prior to the initial posting of a position) has a summary/overall rating of "Needs to Improve" and "Unsatisfactory" shall be ineligible to apply for a promotion. (2015-16)

15.4.2 APPLICATIONS

An employee applying for a promotion must meet all application requirements and those as set forth in the job description. An employee who meets the application and job requirements shall be guaranteed an interview; however, interviews will be consolidated when an employee applies for multiple openings in the same classification. If an employee has been interviewed within the last six (6) months for the same promotion and did not score within the top three candidates for the position, then the District may grant an interview at its discretion. His/her request shall be given consideration prior to that of new applicants from outside the District. (2015-16)

The primary criteria for promotion shall be:

a. Knowledge, experience, and competency in the performance of the duties required for the position. (1995–96)

b. A satisfactory work performance record. Where all other considerations with respect to ability and qualifications are determined to be substantially equal by the District, the employee having the greater District classification seniority shall be awarded the promotion. (1995-96)

c. The above does not preclude the parties from establishing mutually agreed to training programs, which can enable District employees to promote from within. (1995-96)

d. The District shall provide CSEA an opportunity to participate on all interview panels when one or more unit members seeks a promotion for a vacant position. Human Resources or the hiring administrator shall notify the CSEA President/designee in writing as soon as practicable prior to the interview. The President/designee shall respond to the notification as soon as practicable prior to the interview as to whether a CSEA representative will participate on the panel and, if so, will identify that person. The CSEA representative shall be released from work to participate on the interview panel. Nothing herein shall delay the scheduled

interview(s) or impact the district's discretion as to who is selected for the promotion. (2021-22)

15.4.3 PROBATIONARY TRAINING PERIOD

Any permanent employee selected for promotion shall be assigned a training period of four (4) months. Employees who fail to satisfactorily complete this period shall be returned to their former classification without loss of seniority in accordance with Education Code section 45113 (a). (2004-05, 2012-13, 2021-22)

15.4.4 SALARY PLACEMENT

Employees promoted to a higher salary classification shall be placed on the salary step which guarantees five percent (5%) above the salary step being received on the lower classification. When no such step of five percent (5%) increase exists on the salary schedule (e.g., at Step E) for the higher classification, the employee shall be placed on the step that comes the closest to the five percent (5%) increase. (9/94)

15.4.5 Members of the unit will be eligible to apply for promotion once they have completed four (4) months of employment and have received at least one (1) satisfactory evaluation during the probationary period. A new probationary period as defined in section 15.7.1 will apply to the new position. Employees who fail to satisfactorily complete this period shall be returned to their former classification without loss of seniority in accordance with Education Code section 45113 (a). (2004-05, 2016-17, 2021-22)

15.5 MEDICAL TRANSFERS

An employee who has become medically unable to perform his/her duties will be given a vacant position in other classifications if the employee is fully capable of performing the required duties and meets position qualifications. Medical transfer procedures will be carried out prior to any vacant positions being posted.

While awaiting completion of this process, the medically released employee will be offered appropriate temporary work, if available. If the employee's inability to perform his/her duties is due to a disability as defined under the Americans With Disabilities Act (ADA), the provisions of Article 26 (ADA) shall take precedence over the provisions of this section. (2004-05, 2015-16)

15.6 SENIORITY

15.6.1 For the purpose of this Article of the Agreement, seniority is defined as the length of continuous service within a classification, excluding unpaid leaves of absences of over thirty (30) days, beginning with the date first employed. Employees on paid leave status shall continue to accrue seniority while on such leave.

15.7 PROBATIONARY PERIOD OF EMPLOYMENT

15.7.1 All unit members initially employed on or after July 1, 2020 shall serve a probationary period not to exceed six (6) months or 130 days of paid service, whichever is longer. After this time, the employee shall be a permanent classified employee and shall move to the next higher salary step on their one year anniversary (see Section 10.1.8.8~~10~~). "Days of paid service" as used in this section mean days actually worked, vacations and holidays, but excludes leaves of absence related to illness, industrial accident or pregnancy. (1996–97, 2015-16, 2021-22)

15.8 ADMINISTRATIVE TRANSFER

15.8.1 Such transfer shall be initiated by the Superintendent or designee and shall be based exclusively on the legitimate, educationally-related needs of the District, including the welfare of persons,

property, or program and/or the welfare of the employee involved. (2004-05)

The employee and the Union shall be given written notice as soon as administratively possible prior to transfer. Incorporated within the notice shall be the reason for transfer. The District will also take into consideration special and specific needs of each individual when making a decision in transfer location, including whether the employee has been transferred within the previous two (2) year period. (1995–96, 2015-16)

ARTICLE 16 – GRIEVANCE PROCEDURE

16.1 **DEFINITIONS**

16.1.1 GRIEVANCE

An assertion in writing by a grievant(s) that there has been a violation, misapplication or misinterpretation of the express terms of this agreement which directly and adversely affects the grievant(s). (2004-05)

16.1.2 GRIEVANT

One or more members of the bargaining unit or the Association on behalf of such member(s) asserting a grievance.

16.1.3 REPRESENTATIVE OF A PARTY

A fellow employee, administrator, agent or exclusive representative, or legal counsel who shall represent any part in interest at his election.

16.1.4 PARTY IN INTEREST

The person or persons making a claim and any persons who might be required to take action or against whom action might be taken in order to resolve a claim.

16.1.5 DAYS

Days upon which the district office is open for business.

16.2 **PURPOSE**

16.2.1 The purpose of the grievance procedure is to expeditiously settle all disputes in accordance with the terms of this Agreement.

16.2.2 The parties agree that confidentiality should be maintained.

16.2.3 The grievance procedure shall not be construed as in any way hindering, discouraging, or denying the settlements of complaints outside the structure of the grievance procedure so long as the parties to this Agreement are informed of the terms of any proposed settlement.

16.3 **INFORMAL PROCEDURE**

16.3.1 Prior to filing a formal written grievance, the grievant shall first discuss the alleged grievance with the site administrator or immediate supervisor/manager with the objective of resolving the matter informally. The grievant may be accompanied by a Union representative. (1995-96)

16.4 **FORMAL PROCEDURE**

No grievance shall be recognized unless it shall have been presented within twenty (20) days after the aggrieved person knew, or reasonably should have known, of the act or condition and its aggrieving nature that forms the basis of the grievance.

16.4.1 LEVEL I – SCHOOL SITE ADMINISTRATOR
(IMMEDIATE SUPERVISOR/MANAGER)

16.4.1.1 If not satisfied with the solution proposed in the informal procedure, the employee may file a written grievance on a form which shall be provided by the District.

16.4.1.2 The grievant must set forth the alleged violation, misapplication or misinterpretation of the Agreement, the specific sections allegedly violated, and the proposed remedy sought.

16.4.1.3 Within five (5) days of receipt of the written grievance the aggrieved, with or without a representative, shall meet with the immediate supervisor/manager or site administrator, who may have a representative present, in an attempt to settle the grievance.

16.4.1.4 The site administrator/immediate supervisor/ manager shall within ten (10) days of the Level I conference, render a decision, in writing, to the grievant, CSEA, and Human Resources. (1995-96)

16.4.2 LEVEL II – SUPERINTENDENT OR DESIGNEE

16.4.2.1 If the grievant is not satisfied with the disposition of the grievance at Level I, or if no decision has been rendered within fifteen (15) days after the presentation of the grievance in writing, the grievant may forward the written grievance to the Superintendent within five (5) days after the response to the Level I grievance was presented, whichever is sooner.

16.4.2.2 Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent or designee shall meet with the aggrieved person and the representative (if desired) in an effort to resolve the matter. The Superintendent may have a representative at such meeting.

16.4.2.3 Within ten (10) days after meeting with the grievant, the Superintendent shall transmit a copy of the grievance and his/her proposed resolution of it to the grievant and the exclusive representative. (2007-08)

16.4.3 LEVEL III – ARBITRATION

16.4.3.1 If a grievance is not resolved at Levels I or II, the Union may request, in writing, a hearing before an arbitrator. The request shall be filed in the Human Resources Department within ten (10) working days after receipt of the written decision of the Superintendent or designee at Step II. The Union shall retain the right to determine which grievance(s) may proceed to arbitration.

16.4.3.2 SELECTION OF AN ARBITRATOR

In case agreement is not reached regarding selection of an arbitrator within ten (10) working days of the District's receipt of the request to arbitrate, the Association will request from the State Conciliation Service a list of five (5) arbitrators. The selection shall be by alternate striking of names. If the request to State Mediation is not made within the ten (10) day timeline, the grievance shall be deemed to have been resolved at Level II.

16.4.3.3 SHARING OF EXPENSE

The school district and the Union will share equally the payment for the services and expenses of the arbitrator.

16.4.3.4 OFFICIAL RECORD

Upon the request of either party, a court reporter shall be employed to personally record verbatim the entire hearing. The parties shall share equally the cost of the reporter. If either party desires a transcript, that party shall pay the cost of the transcript.

16.4.3.5 FUNCTIONS OF THE ARBITRATOR

The function of the arbitrator shall be to hold a hearing concerning the grievance and to render a decision on the issues presented by the parties. Such decision shall be issued within twenty (20) working days after the closing of the hearing and will be binding on all parties.

16.4.3.6 LIMITATIONS OF THE ARBITRATOR

The arbitration procedure does not apply to:

a. Any issues which have not been properly carried through all prior steps of the grievance procedure.

b. Any proceeding for discipline or discharge of employees.

c. Any attempt to alter or amend this Agreement by filing of a grievance.

d. Any proposal to establish salary structures, change any salary schedule or regarding the expenditure of capital funds.

e. The arbitrator deciding any issue not submitted, or interpreting or applying the Agreement so as to change what can fairly be said to have been the intent of the parties in the presence of each other and upon arguments presented in briefs.

f. Any proposed remedy of the arbitrator which would apply more than twenty (20) working days prior to the filing of the written grievance.

16.5 **GENERAL PROVISIONS**

16.5.1 Time limitations expressed in Article 16 should be considered maximums. Time specified may be extended by mutual consent.

16.5.2 In the event a grievance is filed at such time that it cannot be processed through all the levels in this grievance procedure by the end of the school year, the time limits set forth herein will be reduced so that the grievance procedure may be completed if practicable prior to the end of the school year.

16.5.3 Aggrieved individuals not under the supervision of a site administrator or immediate supervisor/manager may initiate the formal grievance procedure at Level II.

16.5.4 Forms for filing grievances will be prepared by the school District. Copies will be available in each site administrator's office, in the District office, and in the Union's office.

16.5.5 The Superintendent, or designee, and the exclusive representative agree to make available upon request, to all in interest, all pertinent information not privileged in law which is relevant to the issues raised by the grievance.

16.5.6 No grievance shall be recognized unless it shall have been presented at the appropriate Level I or Level II within twenty (20) days after the aggrieved person knew, or reasonably should have known, of the act or condition and its aggrieving nature that form the basis of the grievance.

16.5.7 A decision rendered at any level will be considered final unless an appeal is registered within the time limits specified. If a decision is not given to the aggrieved party within the same limit,

an appeal may be taken to the next level.

16.5.8 Neither the District, the exclusive representative, nor any member of the bargaining unit shall take reprisals against any grievant, witness, party in interest, or any other participant in the grievance procedure because of such participation.

16.5.9 Should the investigation or processing of any grievance require that a unit member or an employee agent of the exclusive representative be released from regular assignment, this person shall be released without loss of pay or benefits.

16.5.10 Any record(s) pertaining to a grievance shall be kept in a grievance file separate from the employee's personnel file.

16.5.11 Any grievance not appealed to the next step of the procedure within the prescribed time limit shall be considered settled on the basis of the answer given at the preceding step.

16.5.12 Action by a classified employee to challenge or change the provisions of this Agreement or the policies of the District is not within the scope of the grievance procedure.

16.5.13 No grievant shall use the grievance procedure to appeal any decision of the employer or its representatives if such decision is pursuant to any order of or written agreement with any state or federal court, regulatory commission or agency.

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16.5.14 Unit members shall have the right to representation by the Union at all levels of the grievance procedure. If there is a conflict in scheduling union representation, the Union and District shall comply with Article 16 for time limitations.

ARTICLE 17 - DISCIPLINE

17.1 DISCIPLINARY ACTION

The provisions of this Article apply to permanent classified employees.

17.1.1 Except in circumstances calling for immediate imposition of discipline, the District's intent regarding disciplinary action is to utilize progressive steps. Such steps may include counseling as provided in Section 14.3 of this Agreement.

17.1.2 Causes for disciplinary action are listed in board policy/administrative regulation, which is attached to this agreement as Appendix B.

17.1.3 The following actions may be taken for disciplinary reasons by the District against a permanent employee for the causes as determined by the Board of Education:

a. DISMISSAL
Dismissal is removal from the employment of the District.

b. SUSPENSION
Suspension is temporary removal from the employment of the District for a specified period of time without pay.

c. INVOLUNTARY DEMOTION
Involuntary demotion is placement in a lower classification.

17.2 DISMISSALS AND NON-IMMEDIATE SUSPENSIONS

17.2.1 An employee who is to have disciplinary action taken against him/her shall be informed in writing of the following:

a. STATEMENT OF CHARGES
A statement of the specific charges against the employee shall be written in ordinary and concise language of the specific acts and omissions on which the disciplinary action is based and shall include the cause and any rules and regulations which have been violated. No charge, however, shall be made for a cause which occurred prior to the employee's becoming permanent nor more than two (2) years from the filing of this statement of charges, unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District. The statement of charges shall be served in person or by registered or certified mail to the employee.

A copy shall be sent to the Union simultaneously; however, inadvertent failure to comply with this requirement shall not constitute reason to affect ultimate disciplinary action, if any. The statement shall also include the disciplinary action being recommended.

b. RIGHT TO A HEARING
The statement of charges shall notify the employee of his/her right to a hearing before the Governing Board as provided in this article. The employee may request a hearing in writing within ten (10) calendar days after service of the statement of charges. A card shall be provided to the employee with the statement of charges, the signing of which shall constitute a demand for a hearing and denial of all charges. Failure to request a hearing within the ten (10) calendar days shall be deemed to be a waiver of the right to the hearing.

c. ACCESS TO MATERIAL
The employee may, upon request, have copies of the material upon which the charges are based.

17.2.2 ADMINISTRATIVE LEAVE
Notwithstanding any other provision of this Article, an employee may be immediately placed on paid administrative leave pending investigation of incidents and/or pending a hearing for any cause listed in Board Policy.

a. If the incident(s) giving rise to the administrative leave is/are not documented in writing, in the employee's personnel file, including the fact that the worker was placed on such leave, neither the incident(s) nor the fact of such leave may be later used in any disciplinary action against the employee.

b. "Documentation" as referred to in paragraph 1 above means the commonly used, agreed upon forms, including for example written Counseling Documentation Report, and Notice of Unsatisfactory Service. (2012-13)

c. The employee shall be supplied with a copy of such written documentation prior to its placement in the personnel file and has the right to respond to the contents of the documentation within ten (10) working days. Any such response shall be attached to and made a permanent part of the documentation.

17.2.3 IMMEDIATE SUSPENSION WITHOUT PAY PENDING DISMISSAL HEARING
An employee may be immediately suspended without pay pending a for cause dismissal hearing under circumstances in which retention of the employee in the job would be seriously detrimental to the welfare of the District and the pupils therein or where necessary to protect lives or property.

a. Prior to imposition of the unpaid suspension, the employee shall be notified in writing of the District's intent to take such action and the facts and circumstances in support thereof. The notice shall be delivered personally to the employee, at which time a "Skelly" conference to discuss the proposed action will be held. (2010-11)

b. At the "Skelly" conference, the employee shall have the opportunity to review all documents and evidence, to hear the charges against him/her, and to present any rebutting evidence. Upon request, the District shall grant a reasonable continuance of the "Skelly" conference, not to exceed five (5) working days, if more time is needed for the presentation of rebuttal evidence. The employee shall be entitled to representation, which may include a representative and a steward; however, this provision shall not operate to cause any delay in the convening of the "Skelly" conference. (2010-11)

c. At the conclusion of the "Skelly" conference(s), if the administration determines that the employee should be suspended without pay pending a dismissal hearing, such notice shall be given to the employee in writing. The notice shall include a statement of the employee's right to respond in writing within ten (10) working days and shall be given to the Union simultaneously. Such response, if submitted, shall be attached to the notice of suspension and made a permanent part of the document. (2010-11)

d. A formal statement of charges for dismissal, as provided in Section 17.2.1(a) above shall be sent to the employee within ten (10) working days following imposition of the unpaid suspension. (2010-11)

17.3 **FORMAL HEARING**

17.3.1 The hearing shall be held within a reasonable period of time but not less than ten (10) calendar days after the filing of a request for hearing.

17.3.2 If the employee does not request a hearing by the set date, disciplinary action may be taken in the employee's absence.

17.3.3 The employee may be represented at the hearing by a representative of his or her choice. If the representative or any witnesses required are employees of the District, they shall be released from duty to testify or represent with no loss of pay or benefits.

17.3.4 All formal hearings shall be conducted before the Board of Education pursuant to procedures established in Board Policy and Administrative Regulation. The Board's determination of the sufficiency of cause for disciplinary action shall be conclusive.

17.4 **RESULTS OF THE HEARING**

A written decision shall be sent to the employee with a copy to the exclusive representative, including the findings of fact and determination of issues. Alleged violations of this Article shall not be subject to the grievance procedures.

ARTICLE 18 – SAFETY CONDITIONS OF EMPLOYMENT

18.1 The District shall comply with the provisions of the California Occupational Safety and Health Act (CAL-OSHA), as amended, *(California Labor Code, Section 6300 et seq.)* and regulations relating thereto (8 *California Code of Regulations Section 330 et seq.)* (1995-96)

18.2 The Superintendent shall be responsible for the promulgation of safety rules for all employees, and may appoint a District safety officer to oversee the conditions of the District facilities.

18.3 **DISTRICT SAFETY COMMITTEE**
The Union shall be entitled to appoint two (2) members to a District-wide Safety Committee. The committee shall be charged with making recommendations to the District concerning improvements in health, safety, sanitation, and working conditions.

18.3.1 The Safety Committee shall meet quarterly during the academic year. (2007-08)

18.4 The District shall not knowingly require members of the unit to perform tasks which represent a clear and/or present danger to the health or safety of the unit member. (1995-96)

18.5 Any unsafe condition noted by an employee shall be immediately reported to the site administrator or immediate supervisor/manager. (1995-96)

18.6 No reprisals shall be taken against any employee as a result of the employee's reporting any condition believed to be unsafe. (1995-96)

18.7 Any safety rules posted by the District shall be followed. (1995-96)

18.8 Alleged violations of this Article shall be grievable only to the Superintendent level (Level II) of the Grievance Procedure contained in this Agreement. (2021-22)

ARTICLE 19- DISCRIMINATION

19.1 No unit member shall be discriminated against in violation of the law regarding the provisions of this agreement because of race, national origin, religion, marital status, age, sex, physical handicap, political affiliation, or participation in the lawful activities of an employee organization. It is agreed that alleged violations of this section will be grievable only to the Superintendent level of the Grievance Procedure.

ARTICLE 20 – SETTLEMENT OF DISPUTES BY PEACEFUL MEANS

20.1 The exclusive representative and the District agree that differences between the parties hereto shall be settled by peaceful means as provided in this Agreement. During the term of this Agreement the exclusive representative, in consideration of the terms and conditions of this Agreement, will not engage in, encourage, instigate, or condone any strike, work stoppage, or any concerted refusal to perform work duties as required in this Agreement, and will undertake to exert the best efforts to discourage any such acts by any employees in the unit. During the term of this Agreement, the District, in consideration of the terms and conditions of this Agreement, will not authorize or permit any lockout of any persons covered by this Agreement.

ARTICLE 21 – ENTIRETY OF AGREEMENT

21.1 **EXTENT OF NEGOTIATION**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals with respect to all matters subject to collective negotiations. They, therefore, voluntarily and without qualifications waive the right for the life of the Agreement to negotiate collectively with respect to any subject or matter not specifically referred to or covered by this Agreement.

21.2 **ENTIRETY OF AGREEMENT**

This contract represents the entire Agreement between the parties and no other agreement or practices are binding upon either party hereto with respect to wages, hours, or working conditions of the employees covered.

21.3 **MODIFICATION**

This Agreement shall not be modified in whole or in part by the parties except by mutual agreement.

21.4 **COPIES**

There shall be two (2) signed copies of the final Agreement for record keeping purposes. One (1) shall be retained by the District and one (1) by the exclusive representative.

21.5 **COPIES**

Copies will be available for existing members as well as any new member of the unit.

ARTICLE 22 – SAVINGS CLAUSE

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

22.2 In the event an Article or Section is held contrary to law, then within thirty (30) days of the date that either the District or CSEA learns of said legal conflict with either an Article or Section, the District and Union agree to meet and negotiate for the purpose of a mutually satisfactory replacement of the Article or Section held contrary to law.

ARTICLE 23 – NEGOTIATION PROCEDURES

23.1 **SUCCESSOR AGREEMENT**

The parties hereto agree to enter into negotiations over a successor agreement no later than ninety (90) calendar days prior to the expiration of this Agreement. Any agreement so negotiated shall be reduced to writing and ratified by the parties hereto. Forty-five (45) calendar days prior to entering into such negotiations, the parties shall simultaneously submit initial proposals for compliance of the Sunshine provisions of SB160.

23.2 **OUTSIDE CONSULTANTS**

CSEA and the Board may utilize the services of outside consultants to assist in negotiations.

23.3 **DISCHARGE OF DUTIES**

The Board and CSEA may discharge their respective duties by means of authorized officers, individual representatives, or committees.

23.4 **RELEASE TIME – NEGOTIATIONS**

The exclusive representatives shall be allowed time for five (5) of its members for the purpose of attending sessions for negotiations. CSEA shall be scheduled to participate during working hours in negotiation and impasse procedures (e.g. mediation and fact finding) and shall suffer no loss in compensation pursuant to S*ection 3543.1 of the Government Code.* An extension of negotiating sessions beyond the employee work day shall be by mutual consent.

23.4.1 The Union shall be allowed release time for five (5) of its members for the purpose of attending negotiation sessions which are mutually scheduled by the parties. When authorized Union representatives attend negotiating sessions with District representatives and miss regularly scheduled working hours, they shall suffer no loss of pay.

23.5 **TENTATIVE AGREEMENT**

During negotiations, items tentatively agreed upon shall be reduced to writing and initialed by both parties prior to adjournment of the meeting at which tentative agreement is reached.

23.6 **FINAL APPROVAL**

When CSEA and the District reach tentative agreement on all matters being negotiated, the complete Agreement shall be submitted and approved by the membership of the Union and the District prior to implementation.

ARTICLE 24 - RECLASSIFICATION

24.1 SALARY PLACEMENT OF RECLASSIFIED POSITIONS

When, as a result of reclassification of a position, the salary range of the position is moved upward, incumbents in the reclassified position(s) shall be placed at a step on the new range which will result in an increase of at least five (5) percent, providing such placement will not exceed the final step of the new range. When such placement would result in an increase in excess of the final step, the employee shall be placed at the final step of the new range. (2015)

When a reclassified employee is placed on Step A as a result of reclassification, he/she shall be entitled to movement to Step B at the end of one (1) year. (2015)

24.2 RECLASSIFICATION COMMITTEE

There shall be no limit on the number of reclassification requests. However, all reclassification requests shall be reviewed by the Reclassification Committee composed of two (2) union appointees (CSEA President/designee and a CSEA appointee) and two (2) District appointees (Associate Superintendent, Human Resources/designee and a District appointee). The Committee shall create a rubric to be used to determine whether the reclassification request will be accepted, whether it is an individual or group reclassification, and those requests meeting the agreed upon score shall be recommended for reclassification. The Committee shall meet once a year prior to February 28 each year. The employee requesting the reclassification shall present his/her facts to the Committee with any substantiating evidence. The Committee shall review each request and make its recommendation. (2015, 2021)

24.3 ADMINISTRATIVE PROCEDURES

The Associate Superintendent, Human Resources/designee is responsible for presenting the Committee's recommendation to the Superintendent and the governing Board of Education. (2015)

The basis for reclassification of the position must be a gradual accretion of duties as well as the frequency and time period in which duties outside the job occurred. Workload increase will not be considered as a basis for reclassification review. (2015, 2021)

An employee who has been reclassified with his/her position shall be ineligible for subsequent reclassification within the same position for a period of at least three (3) years from the initial action. (2015)

24.3.1 Employees wishing to initiate a reclassification of their positions will submit a request on the appropriate District form to the Reclassification Committee by November 1 of each year. The request must include itemization of duties not contained in the existing job description. Only reclassification requests which substantiate that the position responsibilities significantly exceed the requirement of the current position description in areas requiring additional skills, greater responsibility and decision-making requirements or more hazardous physical performance requirements, shall be considered. Additional performance requirements shall also be considered. Additional workload in areas covered by the current job description shall not qualify the position for reclassified consideration. A reclassification request is not the basis for a wage comparison study nor a comparable worth study. (2015)

The notice regarding the annual Reclassification process shall be sent to all unit members in writing and email by September 10. (2015)

24.3.2 The Reclassification Committee will send a copy of the reclassification packet to the immediate supervisor/manager. The supervisor/manager will review the packet, complete Part II of the form and return the entire packet to the Committee. If the supervisor/manager does not support the request, written rational must be supplied to the Committee with a copy to the employee. The

employee may submit rebuttal in writing to the Committee. (2015)

24.3.3 The Associate Superintendent, Human Resources/designee shall submit each recommendation forwarded by the Committee to the Superintendent and the Board of Education. (2015)

24.3.4 The decision of the Board of Education on reclassification recommendations shall be final. (2015)

24.3.5 All approved reclassifications shall be effective upon Board of Education approval and applied prospectively on July 1. (2015)

24.3.6 Decisions on reclassification requests shall not be subject to the grievance procedure of the negotiated Agreement. (2015)

ARTICLE 25 – EMPLOYER/EMPLOYEE RELATIONS COMMITTEE (EERC) (2015-16)

The District and CSEA will establish a joint Employer/Employee Relations Committee (EERC). This Committee will have the following membership and functions.

1. The Committee will consist of two (2) CSEA members (Chapter President/designee and one (1) other CSEA member) and two (2) District members (the Associate Superintendent, Human Resources/designee and one (1) other District representative). These representatives will be provided release time for attending official Committee meetings.

2. The Committee will meet once a month, meeting dates to be determined at the beginning of each school year.

3. The Committee will regularly review personnel policies and procedures relating to employer/employee relations and make appropriate recommendations to the Associate Superintendent, Human Resources, regarding changes, updating, etc.

4. The Committee will review job descriptions and make appropriate recommendations to the Associate Superintendent, Human Resources regarding changes and modifications. This aspect of the Committee's functions excludes the areas of responsibility contained in Article 24 – Reclassification.

5. The Committee will investigate the development of professional growth opportunities for unit members.

ARTICLE 26 – LAYOFF AND RE-EMPLOYMENT

26.1 LAYOFF

If a reduction is required in the work force within the bargaining unit, the District's intent will be to accomplish such reduction first through normal attrition.

Layoff procedures as set forth below will be used to bring about reduction in the work force, if the District determines that attrition will not accomplish such reduction to meet desired time and economic requirements.

Layoffs shall be based on a lack of work and/or lack of funds pursuant to Education Code Sections 45298 and 45308. (2010-11, 2016-17)

A layoff shall be defined as a reduction in the work force through: (a) a reduction of positions, (b) a reduction of hours, or (c) a voluntary demotion to a lower classification in lieu of layoff.

26.1.1 NOTICE

The Union and the District will meet prior to the issuance of layoff notices to discuss the circumstances giving rise to the need for layoff. Following the Board's adoption of a resolution to layoff, upon written request from CSEA, the District will meet to bargain over the negotiable effects of layoff not already covered by the terms of this Agreement. (2010-11)

a. Consistent with Education Code section 45117, employees affected by layoffs shall be given notice no later than March 15 that the employee's services will not be required for the ensuing school year due to lack of work or lack of funds. (2022-23)

b. A classified employee may request a hearing to determine if there is a cause for not reemploying the employee for the ensuring year. A request for a hearing shall be in writing and shall be delivered to the person who sent the notice, on or before a date specified in the layoff notice to the employee, which shall not be less than seven (7) days after the date on which the notice is service upon the employee. If an employee fails to request a hearing on or before the date specified, the employee's failure to do so shall constitute a waiver of the employee's right to a hearing. The layoff notice provided to the employee shall advise the employee of the provisions of this section. (2022-23)

c. Notwithstanding sections 26.1.1 a. and b. above, when classified positions must be eliminated as a result of the expiration of a specially funded program, the employees to be laid off shall be given written notice not less than sixty (60) days prior to the effective date of their layoff informing them of their layoff date and the information described in section 26.1.1.d. below. (2022-23)

d. Notices of layoff shall contain a statement of: (2022-23)

   i. The effective date of layoff;
   ii. The employee's displacement rights (if any);
   iii. The employee's re-employment rights (if any);
   iv. The reason(s) for the layoff; and
   v. The location of a list of all available positions is on the District website.

The Union shall receive copies of all layoff notices when they are issued to the employees. (2012-13)

26.1.2 RIGHTS

a. ORDER OF LAYOFF

Layoff shall be effective by seniority within a class. Effective July 1, 2023, seniority shall be determined by date of hire or initial date of service in a classification, not by hours of employment or paid status in classification. The least senior employee shall be laid off first. If two (2) or more employees have equal seniority, the determination shall be made by lottery. (2010-11, 2022-23)

The District shall provide an updated seniority list to CSEA annually on or about the beginning of winter break. (2022-23)

b. BUMPING

A permanent employee who is laid off from a class and who has prior service in an equal or lower class, shall have the right to bump the least senior employee whose seniority date is equal or closest to the laid off employee's seniority date in the equal or lower class, assuming the bumping employee has more seniority. (2010-11, 2020-21, 2022-23)

c. LAYOFF IN LIEU OF BUMPING.

A bargaining unit member may elect layoff in lieu of exercising bumping rights and will retain their re-employment rights. (2016-17)

d. VOLUNTARY DEMOTION OR TRANSFER

An employee laid off for lack of work or lack of funds, despite rights to bump, may accept a voluntary demotion to a vacancy in a lower class or a transfer to an equal class provided the employee is qualified for the new class. Such employee shall be placed on a sixty-three (63) month re-employment list.

e. STEP PLACEMENT

Laid off employees who bump or demote will be placed on the highest salary step below their current salary. Laid off employees who accept a lateral transfer will be placed on the salary step they currently hold.

f. SHORT TERM EMPLOYEE

No regular employee shall be laid off from any position while short term or substitute employees remain in the same class. Laid off employees shall be offered, by seniority, short term and substitute work in their current and former classes, in preference to other substitutes. (1995-96, 2010-11)

26.1.3 RE-EMPLOYMENT

a. ~~A~~ Thirty-nine (39) and sixty-three (63) month re-employment lists shall be established, in inverse order of seniority. Employees laid off for lack of work or lack of funds will be offered, in writing, re-employment in their classification before any other candidate. Employees shall be responsible for updating their address and/or email with Human Resources. (2016-17, 2022-23)

b. Laid off employees will remain on the re-employment list for thirty-nine (39) months or sixty-three (63) months or until they accept a comparable position in their former classification and/or at their former hours. (2016-17)

c. The District will make updated re-employment lists available to the Union upon request. (2020-21)

d. Laid off employees who are re-employed within the specified re-employment period will have all benefits and rights restored to the level they were at upon separation, except as modified by negotiated changes to this Agreement.

e. TUCKER
Under the provision of Education Code 45298 and 45308 (39/63-month reemployment list), CSEA unit members have preferential reemployment rights over any new applicant to available positions for which they are qualified. (2020-21)

i. "New Applicant" shall be defined as a person who is a non-District employee, substitute and/or short-term, etc.
ii. "Qualified" shall be defined as objectively meeting the qualifications of the Job Description in the sole discretion of the District.
iii. In the even two (2) or more unit members are determined as qualified and have equal seniority, the District will hire in accordance with Section 26.1.2(a).

26.1.4 OTHER EMPLOYMENT OPPORTUNITIES
Laid off employees have the right to apply for all available positions while they are on the re-employment list. The District will notify employees on the re-employment list that a current list of available positions is posted on the District website. This notification shall be in the initial layoff notification letter. (2010-11, 2022-23)

26.1.5 EFFECTS OF LAYOFFS
Following the Board's adoption of a resolution to layoff, upon written request from CSEA, the District will meet to bargain over the negotiable effects of layoff not already covered by the terms of this Agreement. Employees who have been notified that their hours will be reduced due to a layoff may accept a voluntary reduction in hours to remain at their current site (*Education Code Section 45298 and 45308 – 39/63 month re-employment list).* The reduction in hours must comply with the following procedures: (2007-08, 2010-11, 2016-17)

a. Affected employees must meet jointly with representatives from Human Resources and CSEA to understand implications of reductions. Affected employees may elect not to attend such a meeting by notifying Human Resources and CSEA in writing.

b. If additional hours are added at the employee's site during the thirty-nine (39)/sixty-three (63) months following reduction in hours, the employee will be restored to his/her previous entitlement to hours unless added hours would conflict with the employee's scheduled workday. (2007-08, 2016-17)

26.1.6 VOLUNTEER WORK
The District may continue to utilize the services of volunteers as authorized by law. A unit member shall not be required to volunteer time (nonpaid) to perform duties normally assigned to his/her classification or position. (2004-05)

ARTICLE 27 – DURATION OF AGREEMENT

27.1 This Agreement shall be effective as of July 1, 2021 after ratification by the Board of Education and the Association and shall continue in effect through June 30, 2024. (2018-19, 2021-22)

27.2 **DURATION**
This Agreement shall be in effect through June 30,2024. (2018-19, 2021-22)

27.3 **REOPENERS**
During the 2023-2024 school year, either party may reopen negotiations over Article 10 (Compensation) and two other articles. (2018-19, 2021-22)

ARTICLE 28 – AMERICANS WITH DISABILITIES ACT (2004-05)

28.1 The District and the Union acknowledge that both parties have a legal obligation to consider reasonable accommodation for qualified disabled employees.

28.2 In the event a disabled employee requests reasonable accommodations, the following shall apply:

a. The Union recognizes that the District has the legal obligation to meet individually with the qualified disabled employee to discuss reasonable accommodation.

b. If the District determines that implementation of the reasonable accommodation will conflict with the rights of other employees or with provisions of the Collective Bargaining Agreement, the District will give the Union written notice and an opportunity to meet to discuss alternatives.

c. If after discussions, the Union disputes the necessity for or appropriateness of the reasonable accommodation, the District will require the employee to undergo an independent medical examination. In such case, the medical examiner shall determine, in his/her professional opinion:

    a. Whether in fact a disability exists within the meaning of the ADA and, if so

    b. Whether the proposed accommodation will allow the disabled employee to perform the essential job functions.

d. If the examination in Paragraph C above answers questions (a) and (b) in the affirmative, and the Union continues to dispute the necessity for or the appropriateness of the reasonable accommodation, at the Union's request, a conference will be held with the Superintendent, attended by the Union representatives, the employee (and/or representative) and a representative from the Human Resources Department. The Superintendent's decision regarding the reasonable accommodation shall be final.

28.3 Any reasonable accommodation provided under the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure. Any action taken pursuant to this Article shall not be subject to challenge through Article 16 Grievance Procedures.

APPENDIX A

Cupertino Union School District

CLASSIFIED
CLERICAL, TECHNICAL, PARAPROFESSIONAL UNIT
2021-22 SALARY SCHEDULE (Retro 7%)

Classification	Range	A	B	C	D	E
Account Technician I	436	$26.25	$27.56	$28.93	$30.39	$31.92
Account Technician II	443	$27.56	$28.93	$30.39	$31.92	$33.52
Accounting Analyst	449	$33.36	$35.02	$36.77	$38.60	$40.54
Attendance Accounting Specialist	445	$28.79	$30.24	$31.76	$33.36	$35.02
Attendance/Sub Systems Analyst	449	$33.36	$35.02	$36.77	$38.60	$40.54
Behavior Interventionist I (ABA)	443	$27.56	$28.93	$30.39	$31.92	$33.52
Behavior Interventionist II (ABA)	447	$30.23	$31.75	$33.35	$35.03	$36.78
Benefits & Leave Administration Analyst	451	$36.77	$38.61	$40.54	$42.57	$44.70
Budget Analyst	449	$33.36	$35.02	$36.77	$38.60	$40.54
Budget/Payroll Analyst	449	$33.36	$35.02	$36.77	$38.60	$40.54
Buyer I	425	$23.98	$25.18	$26.43	$27.75	$29.14
Buyer II	438	$26.43	$27.75	$29.14	$30.61	$32.15
CALPADS Analyst	449	$33.36	$35.02	$36.77	$38.60	$40.54
Communications Analyst	449	$33.36	$35.02	$36.77	$38.60	$40.54
Engage Comm Resource Specialist	447	$30.23	$31.75	$33.35	$35.03	$36.78
Facility Modernization Analyst	449	$33.36	$35.02	$36.77	$38.60	$40.54
Health Clerk	405	$18.11	$19.00	$19.96	$20.96	$22.00
Human Resources Analyst	449	$33.36	$35.02	$36.77	$38.60	$40.54
Human Resources CE/CL Analyst	451	$36.77	$38.61	$40.54	$42.57	$44.70
Inst. Asst. Special Ed. – Specialized	411	$20.46	$21.48	$22.56	$23.69	$24.87
Instructional Assistant I - General Ed.	401	$16.20	$17.01	$17.85	$18.73	$19.67
Instructional Assistant I - Physical Ed.	401	$16.20	$17.01	$17.85	$18.73	$19.67
Instructional Assistant I - Special Ed.	405	$18.11	$19.00	$19.96	$20.96	$22.00
Instructional Assistant II - General Ed.	403	$16.93	$17.76	$18.64	$19.58	$20.56
Instructional Assistant II - Physical Ed.	403	$16.93	$17.76	$18.64	$19.58	$20.56
Instructional Assistant II - Special Ed.	407	$18.55	$19.48	$20.46	$21.48	$22.56
Instructional Assistant II – Title I	403	$16.93	$17.76	$18.64	$19.58	$20.56
IT Help Desk Specialist	438	$26.43	$27.75	$29.14	$30.61	$32.15
IT Systems & Applications Programmer	453	$40.03	$42.02	$44.12	$46.33	$48.65
Licensed Vocational Nurse	449	$33.36	$35.02	$36.77	$38.60	$40.54
Maint./Operations/Transp. Specialist	449	$33.36	$35.02	$36.77	$38.60	$40.54
Mental Health Therapist	453	$40.03	$42.02	$44.12	$46.33	$48.65
Payroll Analyst	449	$33.36	$35.02	$36.77	$38.60	$40.54
Preschool Lead Teacher	349	$33.36	$35.02	$36.76	$38.61	$40.53
Preschool Teacher	338	$26.44	$27.76	$29.14	$30.61	$32.14
Preschool Instructional Assistant	311	$20.47	$21.49	$22.55	$23.69	$24.88
Property Analyst	453	$40.03	$42.02	$44.12	$46.33	$48.65
Purchasing Analyst	449	$33.36	$35.02	$36.77	$38.60	$40.54
Receptionist	413	$20.96	$22.00	$23.12	$24.26	$25.49
School Library Media Clerk	409	$19.96	$20.96	$22.00	$23.12	$24.26
School Secretary I	425	$23.98	$25.18	$26.43	$27.75	$29.14
School Secretary II	432	$25.80	$27.08	$28.44	$29.87	$31.37
School Site Instructional Tech Specialist	425	$23.98	$25.18	$26.43	$27.75	$29.14
Senior Accountant	451	$36.77	$38.61	$40.54	$42.57	$44.70
Senior Budget Analyst	451	$36.77	$38.61	$40.54	$42.57	$44.70
SNS Accounting Analyst	449	$33.36	$35.02	$36.77	$38.60	$40.54
SNS Technician	438	$26.43	$27.75	$29.14	$30.61	$32.15
Special Education Analyst	449	$33.36	$35.02	$36.77	$38.60	$40.54
Special Programs Coordinator	409	$19.96	$20.96	$22.00	$23.12	$24.26
Speech/Language Pathologist Assistant	449	$33.36	$35.02	$36.77	$38.60	$40.54
Staff Secretary I	425	$23.98	$25.18	$26.43	$27.75	$29.14
Staff Secretary II	432	$25.80	$27.08	$28.44	$29.87	$31.37
Staff Secretary II/Scheduler	432	$25.80	$27.08	$28.44	$29.87	$31.37
Staff Secretary II/Student Assignment	432	$25.80	$27.08	$28.44	$29.87	$31.37
Staff Secretary III	439	$26.50	$27.81	$29.21	$30.67	$32.21
Staff Secretary III/Maintenance	439	$26.50	$27.81	$29.21	$30.67	$32.21
Standards & Assessment Analyst	449	$33.36	$35.02	$36.77	$38.60	$40.54
Student Assignment Sr. Analyst	453	$40.03	$42.02	$44.12	$46.33	$48.65

Computed on the basis of a 40-hour week and 173.33 hours per average work month.

APPENDIX A

Cupertino Union School District

CLASSIFIED
CLERICAL, TECHNICAL, PARAPROFESSIONAL UNIT
2021-22 SALARY SCHEDULE (Retro 7%)

Classification	Range	A	B	C	D	E
Account Technician I	436	$4,549.81	$4,776.32	$5,014.55	$5,266.80	$5,531.96
Account Technician II	443	$4,776.30	$5,014.55	$5,266.80	$5,531.95	$5,810.00
Accounting Analyst	449	$5,781.80	$6,070.83	$6,372.70	$6,691.13	$7,026.13
Attendance Accounting Specialist	445	$4,990.04	$5,241.07	$5,505.05	$5,781.80	$6,070.83
Attendance/Sub Systems Analyst	449	$5,781.80	$6,070.83	$6,372.70	$6,691.13	$7,026.13
Behavior Interventionist I (ABA)	443	$4,776.30	$5,014.55	$5,266.80	$5,531.95	$5,810.00
Behavior Interventionist II (ABA)	447	$5,239.55	$5,503.12	$5,780.31	$6,070.90	$6,374.37
Benefits & Leave Administration Analyst	451	$6,374.07	$6,692.77	$7,027.40	$7,378.79	$7,747.72
Budget Analyst	449	$5,781.80	$6,070.83	$6,372.70	$6,691.13	$7,026.13
Budget/Payroll Analyst	449	$5,781.80	$6,070.83	$6,372.70	$6,691.13	$7,026.13
Buyer I	425	$4,155.69	$4,364.62	$4,581.58	$4,810.36	$5,050.98
Buyer II	438	$4,581.58	$4,810.36	$5,050.98	$5,305.19	$5,572.13
CALPADS Analyst	449	$5,781.80	$6,070.83	$6,372.70	$6,691.13	$7,026.13
Communications Analyst	449	$5,781.80	$6,070.83	$6,372.70	$6,691.13	$7,026.13
Engage Comm Resource Specialist	447	$5,239.55	$5,503.12	$5,780.31	$6,070.90	$6,374.37
Facility Modernization Analyst	449	$5,781.80	$6,070.83	$6,372.70	$6,691.13	$7,026.13
Health Clerk	405	$3,138.28	$3,292.61	$3,459.15	$3,633.67	$3,813.07
Human Resources Analyst	449	$5,781.80	$6,070.83	$6,372.70	$6,691.13	$7,026.13
Human Resources CE/CL Analyst	451	$6,374.07	$6,692.77	$7,027.40	$7,378.79	$7,747.72
Inst. Asst. Special Ed. – Specialized	411	$3,546.68	$3,723.65	$3,909.83	$4,105.80	$4,311.54
Instructional Assistant I - General Ed.	401	$2,808.22	$2,947.90	$3,094.15	$3,247.33	$3,409.57
Instructional Assistant I - Physical Ed.	401	$2,808.22	$2,947.90	$3,094.15	$3,247.33	$3,409.57
Instructional Assistant I - Special Ed.	405	$3,138.28	$3,292.61	$3,459.15	$3,633.67	$3,813.07
Instructional Assistant II - General Ed.	403	$2,933.74	$3,078.88	$3,231.37	$3,393.13	$3,563.84
Instructional Assistant II - Physical Ed.	403	$2,933.74	$3,078.88	$3,231.37	$3,393.13	$3,563.84
Instructional Assistant II - Special Ed.	407	$3,215.40	$3,376.51	$3,546.68	$3,723.65	$3,909.83
Instructional Assistant II – Title I	403	$2,933.74	$3,078.88	$3,231.37	$3,393.13	$3,563.84
IT Help Desk Specialist	438	$4,581.58	$4,810.36	$5,050.98	$5,305.19	$5,572.13
IT Systems & Applications Programmer	453	$6,938.18	$7,283.80	$7,647.30	$8,030.65	$8,431.88
Licensed Vocational Nurse	449	$5,781.80	$6,070.83	$6,372.70	$6,691.13	$7,026.13
Maint./Operations/Transp. Specialist	449	$5,781.80	$6,070.83	$6,372.70	$6,691.13	$7,026.13
Mental Health Therapist	453	$6,938.18	$7,283.80	$7,647.30	$8,030.65	$8,431.88
Payroll Analyst	449	$5,781.80	$6,070.83	$6,372.70	$6,691.13	$7,026.13
Preschool Lead Teacher	349	$5,782.15	$6,070.16	$6,372.08	$6,691.88	$7,025.58
Preschool Teacher	338	$4,582.42	$4,810.85	$5,051.18	$5,305.44	$5,571.60
Preschool Instructional Assistant	311	$3,547.55	$3,724.33	$3,909.06	$4,105.70	$4,312.27
Property Analyst	453	$6,938.18	$7,283.80	$7,647.30	$8,030.65	$8,431.88
Purchasing Analyst	449	$5,781.80	$6,070.83	$6,372.70	$6,691.13	$7,026.13
Receptionist	413	$3,633.67	$3,813.07	$4,006.55	$4,205.59	$4,418.10
School Library Media Clerk	409	$3,459.15	$3,633.67	$3,813.07	$4,006.55	$4,205.59
School Secretary I	425	$4,155.69	$4,364.62	$4,581.58	$4,810.36	$5,050.98
School Secretary II	432	$4,472.34	$4,694.31	$4,929.12	$5,176.53	$5,436.80
School Site Instructional Tech Specialist	425	$4,155.69	$4,364.62	$4,581.58	$4,810.36	$5,050.98
Senior Accountant	451	$6,374.07	$6,692.77	$7,027.40	$7,378.79	$7,747.72
Senior Budget Analyst	451	$6,374.07	$6,692.77	$7,027.40	$7,378.79	$7,747.72
SNS Accounting Analyst	449	$5,781.80	$6,070.83	$6,372.70	$6,691.13	$7,026.13
SNS Technician	438	$4,581.58	$4,810.36	$5,050.98	$5,305.19	$5,572.13
Special Education Analyst	449	$5,781.80	$6,070.83	$6,372.70	$6,691.13	$7,026.13
Special Programs Coordinator	409	$3,459.15	$3,633.67	$3,813.07	$4,006.55	$4,205.59
Speech/Language Pathologist Assistant	449	$5,781.80	$6,070.83	$6,372.70	$6,691.13	$7,026.13
Staff Secretary I	425	$4,155.69	$4,364.62	$4,581.58	$4,810.36	$5,050.98
Staff Secretary II	432	$4,472.34	$4,694.31	$4,929.12	$5,176.53	$5,436.80
Staff Secretary II/Scheduler	432	$4,472.34	$4,694.31	$4,929.12	$5,176.53	$5,436.80
Staff Secretary II/Student Assignment	432	$4,472.34	$4,694.31	$4,929.12	$5,176.53	$5,436.80
Staff Secretary III	439	$4,593.05	$4,821.04	$5,062.22	$5,316.33	$5,583.54
Staff Secretary III/Maintenance	439	$4,593.05	$4,821.04	$5,062.22	$5,316.33	$5,583.54
Standards & Assessment Analyst	449	$5,781.80	$6,070.83	$6,372.70	$6,691.13	$7,026.13
Student Assignment Sr. Analyst	453	$6,938.18	$7,283.80	$7,647.30	$8,030.65	$8,431.88

Computed on the basis of a 40-hour week and 173.33 hours per average work month.

Advanced Degree Stipend: The annual stipend for holders of one or more Advanced Degree(s) shall be the sum of $1,906 for each Advanced Degree, up to a maximum of two (2) Advanced Degrees.

Longevity Provisions:

The following longevity provisions will be applied to the base salary figures indicated in the schedule above:

1% of employee salary beginning with the 7th year of service in the CUSD.
5% of employee salary beginning with the 10th year of service in the CUSD.
8% of employee salary beginning with the 15th year of service in the CUSD.
12% of employee salary beginning with the 20th year of service in the CUSD.
13% of employee salary beginning with the 25th year of service in the CUSD.

Date Effective: July 1, 2021
Board Adopted: July 28, 2022

HR/ck

APPENDIX A

Cupertino Union School District

CLASSIFIED
CLERICAL, TECHNICAL, PARAPROFESSIONAL UNIT
2022-23 SALARY SCHEDULE

Classification	Range	A	B	C	D	E
Account Technician I	436	$4,822.79	$5,062.89	$5,315.42	$5,582.81	$5,863.87
Account Technician II	443	$5,062.88	$5,315.42	$5,582.81	$5,863.86	$6,158.60
Accounting Analyst	449	$6,128.71	$6,435.07	$6,755.06	$7,092.60	$7,447.70
Attendance Accounting Specialist	445	$5,289.45	$5,555.53	$5,835.36	$6,128.71	$6,435.07
Attendance/Sub Systems Analyst	449	$6,128.71	$6,435.07	$6,755.06	$7,092.60	$7,447.70
Behavior Interventionist I (ABA)	443	$5,062.88	$5,315.42	$5,582.81	$5,863.86	$6,158.60
Behavior Interventionist II (ABA)	447	$5,553.92	$5,833.31	$6,127.12	$6,435.16	$6,756.83
Benefits & Leave Administration Analyst	451	$6,756.51	$7,094.34	$7,449.05	$7,821.52	$8,212.58
Budget Analyst	449	$6,128.71	$6,435.07	$6,755.06	$7,092.60	$7,447.70
Budget/Payroll Analyst	449	$6,128.71	$6,435.07	$6,755.06	$7,092.60	$7,447.70
Buyer I	425	$4,405.03	$4,626.49	$4,856.47	$5,098.98	$5,354.04
Buyer II	438	$4,856.47	$5,098.98	$5,354.04	$5,623.50	$5,906.46
CALPADS Analyst	449	$6,128.71	$6,435.07	$6,755.06	$7,092.60	$7,447.70
Communications Analyst	449	$6,128.71	$6,435.07	$6,755.06	$7,092.60	$7,447.70
Engage Comm Resource Specialist	447	$5,553.92	$5,833.31	$6,127.12	$6,435.16	$6,756.83
Facility Modernization Analyst	449	$6,128.71	$6,435.07	$6,755.06	$7,092.60	$7,447.70
Health Clerk	409	$3,850.03	$4,044.27	$4,243.95	$4,459.29	$4,680.82
Human Resources Analyst	449	$6,128.71	$6,435.07	$6,755.06	$7,092.60	$7,447.70
Human Resources CE/CL Analyst	451	$6,756.51	$7,094.34	$7,449.05	$7,821.52	$8,212.58
Inst. Asst. Special Ed. – Specialized	411	$3,947.45	$4,144.42	$4,351.64	$4,569.76	$4,798.74
Instructional Assistant I - General Ed.	401	$3,159.48	$3,316.64	$3,481.18	$3,653.52	$3,836.05
Instructional Assistant I - Physical Ed.	401	$3,159.48	$3,316.64	$3,481.18	$3,653.52	$3,836.05
Instructional Assistant I - Special Ed.	405	$3,492.91	$3,664.67	$3,850.03	$4,044.27	$4,243.95
Instructional Assistant II - General Ed.	403	$3,265.25	$3,426.79	$3,596.51	$3,776.55	$3,966.55
Instructional Assistant II - Physical Ed.	403	$3,265.25	$3,426.79	$3,596.51	$3,776.55	$3,966.55
Instructional Assistant II - Special Ed.	407	$3,578.74	$3,758.06	$3,947.45	$4,144.42	$4,351.64
Instructional Assistant II – Title I	403	$3,265.25	$3,426.79	$3,596.51	$3,776.55	$3,966.55
IT Help Desk Specialist	438	$4,856.47	$5,098.98	$5,354.04	$5,623.50	$5,906.46
IT Systems & Applications Programmer	453	$7,354.47	$7,720.82	$8,106.14	$8,512.49	$8,937.80
Licensed Vocational Nurse	449	$6,128.71	$6,435.07	$6,755.06	$7,092.60	$7,447.70
Maint./Operations/Transp. Specialist	449	$6,128.71	$6,435.07	$6,755.06	$7,092.60	$7,447.70
Mental Health Therapist	453	$7,354.47	$7,720.82	$8,106.14	$8,512.49	$8,937.80
Occupational Therapist	461	$9,274.89	$9,738.63	$10,225.57	$10,736.84	$11,273.69
Payroll Analyst	449	$6,128.71	$6,435.07	$6,755.06	$7,092.60	$7,447.70
Preschool Lead Teacher	349	$6,129.08	$6,434.37	$6,754.41	$7,093.39	$7,447.12
Preschool Teacher	338	$4,857.36	$5,099.50	$5,354.26	$5,623.76	$5,905.89
Preschool Instructional Assistant	311	$3,948.42	$4,145.18	$4,350.78	$4,569.64	$4,799.56
Property Analyst	453	$7,354.47	$7,720.82	$8,106.14	$8,512.49	$8,937.80
Purchasing Analyst	449	$6,128.71	$6,435.07	$6,755.06	$7,092.60	$7,447.70
Receptionist	413	$4,044.27	$4,243.95	$4,459.29	$4,680.82	$4,917.35
School Library Media Clerk	409	$3,850.03	$4,044.27	$4,243.95	$4,459.29	$4,680.82
School Secretary I	425	$4,405.03	$4,626.49	$4,856.47	$5,098.98	$5,354.04
School Secretary II	432	$4,740.68	$4,975.97	$5,224.87	$5,487.12	$5,763.01
School Site Instructional Tech Specialist	425	$4,405.03	$4,626.49	$4,856.47	$5,098.98	$5,354.04
Senior Accountant	451	$6,756.51	$7,094.34	$7,449.05	$7,821.52	$8,212.58
Senior Budget Analyst	451	$6,756.51	$7,094.34	$7,449.05	$7,821.52	$8,212.58
SNS Accounting Analyst	449	$6,128.71	$6,435.07	$6,755.06	$7,092.60	$7,447.70
SNS Technician	438	$4,856.47	$5,098.98	$5,354.04	$5,623.50	$5,906.46
Special Education Analyst	449	$6,128.71	$6,435.07	$6,755.06	$7,092.60	$7,447.70
Special Programs Coordinator	409	$3,850.03	$4,044.27	$4,243.95	$4,459.29	$4,680.82
Speech/Language Pathologist Assistant	449	$6,128.71	$6,435.07	$6,755.06	$7,092.60	$7,447.70
Staff Secretary I	425	$4,405.03	$4,626.49	$4,856.47	$5,098.98	$5,354.04
Staff Secretary II	432	$4,740.68	$4,975.97	$5,224.87	$5,487.12	$5,763.01
Staff Secretary II/Scheduler	432	$4,740.68	$4,975.97	$5,224.87	$5,487.12	$5,763.01
Staff Secretary II/Student Assignment	432	$4,740.68	$4,975.97	$5,224.87	$5,487.12	$5,763.01
Staff Secretary III	439	$4,868.63	$5,110.30	$5,365.95	$5,635.31	$5,918.55
Staff Secretary III/Maintenance	439	$4,868.63	$5,110.30	$5,365.95	$5,635.31	$5,918.55
Standards & Assessment Analyst	449	$6,128.71	$6,435.07	$6,755.06	$7,092.60	$7,447.70
Student Assignment Sr. Analyst	453	$7,354.47	$7,720.82	$8,106.14	$8,512.49	$8,937.80
Transcriber, Blind and Visually Impaired	432	$4,740.68	$4,975.97	$5,224.87	$5,487.12	$5,763.01

Computed on the basis of a 40-hour week and 173.33 hours per average work month.

Advanced Degree Stipend: The annual stipend for holders of one or more Advanced Degree(s) shall be the sum of $1,906 for each Advanced Degree, up to a maximum of two (2) Advanced Degrees.

Longevity Provisions:

The following longevity provisions will be applied to the base salary figures indicated in the schedule above:

1% of employee salary beginning with the 7th year of service in the CUSD.
5% of employee salary beginning with the 10th year of service in the CUSD.
8% of employee salary beginning with the 15th year of service in the CUSD.
12% of employee salary beginning with the 20th year of service in the CUSD.
13% of employee salary beginning with the 25th year of service in the CUSD.

Date Effective: July 1, 2022
Board Adopted: July 28, 2022

HR/ck

APPENDIX A

Cupertino Union School District
CLASSIFIED
CLERICAL, TECHNICAL, PARAPROFESSIONAL UNIT
2022-23 SALARY SCHEDULE

Classification	Range	A	B	C	D	E
Account Technician I	436	$27.84	$29.23	$30.68	$32.23	$33.85
Account Technician II	443	$29.23	$30.68	$32.23	$33.85	$35.55
Accounting Analyst	449	$35.38	$37.15	$38.99	$40.94	$42.99
Attendance Accounting Specialist	445	$30.53	$32.07	$33.69	$35.38	$37.15
Attendance/Sub Systems Analyst	449	$35.38	$37.15	$38.99	$40.94	$42.99
Behavior Interventionist I (ABA)	443	$29.23	$30.68	$32.23	$33.85	$35.55
Behavior Interventionist II (ABA)	447	$32.06	$33.67	$35.37	$37.15	$39.00
Benefits & Leave Administration Analyst	451	$39.00	$40.95	$43.00	$45.15	$47.41
Budget Analyst	449	$35.38	$37.15	$38.99	$40.94	$42.99
Budget/Payroll Analyst	449	$35.38	$37.15	$38.99	$40.94	$42.99
Buyer I	425	$25.43	$26.71	$28.03	$29.43	$30.91
Buyer II	438	$28.03	$29.43	$30.91	$32.46	$34.10
CALPADS Analyst	449	$35.38	$37.15	$38.99	$40.94	$42.99
Communications Analyst	449	$35.38	$37.15	$38.99	$40.94	$42.99
Engage Comm Resource Specialist	447	$32.06	$33.67	$35.37	$37.15	$39.00
Facility Modernization Analyst	449	$35.38	$37.15	$38.99	$40.94	$42.99
Health Clerk	409	$22.22	$23.35	$24.50	$25.74	$27.02
Human Resources Analyst	449	$35.38	$37.15	$38.99	$40.94	$42.99
Human Resources CE/CL Analyst	451	$39.00	$40.95	$43.00	$45.15	$47.41
Inst. Asst. Special Ed. – Specialized	411	$22.79	$23.92	$25.12	$26.38	$27.70
Instructional Assistant I - General Ed.	401	$18.24	$19.15	$20.10	$21.09	$22.14
Instructional Assistant I - Physical Ed.	401	$18.24	$19.15	$20.10	$21.09	$22.14
Instructional Assistant I - Special Ed.	405	$20.16	$21.15	$22.22	$23.35	$24.50
Instructional Assistant II - General Ed.	403	$18.85	$19.78	$20.76	$21.80	$22.90
Instructional Assistant II - Physical Ed.	403	$18.85	$19.78	$20.76	$21.80	$22.90
Instructional Assistant II - Special Ed.	407	$20.66	$21.69	$22.79	$23.92	$25.12
Instructional Assistant II – Title I	403	$18.85	$19.78	$20.76	$21.80	$22.90
IT Help Desk Specialist	438	$28.03	$29.43	$30.91	$32.46	$34.10
IT Systems & Applications Programmer	453	$42.45	$44.57	$46.79	$49.14	$51.59
Licensed Vocational Nurse	449	$35.38	$37.15	$38.99	$40.94	$42.99
Maint./Operations/Transp. Specialist	449	$35.38	$37.15	$38.99	$40.94	$42.99
Mental Health Therapist	453	$42.45	$44.57	$46.79	$49.14	$51.59
Occupational Therapist	461	$53.51	$56.19	$58.99	$61.94	$65.04
Payroll Analyst	449	$35.38	$37.15	$38.99	$40.94	$42.99
Preschool Lead Teacher	349	$35.38	$37.14	$38.99	$40.95	$42.99
Preschool Teacher	338	$28.04	$29.44	$30.91	$32.46	$34.09
Preschool Instructional Assistant	311	$22.79	$23.93	$25.12	$26.38	$27.71
Property Analyst	453	$42.45	$44.57	$46.79	$49.14	$51.59
Purchasing Analyst	449	$35.38	$37.15	$38.99	$40.94	$42.99
Receptionist	413	$23.35	$24.50	$25.74	$27.02	$28.39
School Library Media Clerk	409	$22.22	$23.35	$24.50	$25.74	$27.02
School Secretary I	425	$25.43	$26.71	$28.03	$29.43	$30.91
School Secretary II	432	$27.37	$28.72	$30.16	$31.67	$33.27
School Site Instructional Tech Specialist	425	$25.43	$26.71	$28.03	$29.43	$30.91
Senior Accountant	451	$39.00	$40.95	$43.00	$45.15	$47.41
Senior Budget Analyst	451	$39.00	$40.95	$43.00	$45.15	$47.41
SNS Accounting Analyst	449	$35.38	$37.15	$38.99	$40.94	$42.99
SNS Technician	438	$28.03	$29.43	$30.91	$32.46	$34.10
Special Education Analyst	449	$35.38	$37.15	$38.99	$40.94	$42.99
Special Programs Coordinator	409	$22.22	$23.35	$24.50	$25.74	$27.02
Speech/Language Pathologist Assistant	449	$35.38	$37.15	$38.99	$40.94	$42.99
Staff Secretary I	425	$25.43	$26.71	$28.03	$29.43	$30.91
Staff Secretary II	432	$27.37	$28.72	$30.16	$31.67	$33.27
Staff Secretary II/Scheduler	432	$27.37	$28.72	$30.16	$31.67	$33.27
Staff Secretary II/Student Assignment	432	$27.37	$28.72	$30.16	$31.67	$33.27
Staff Secretary III	439	$28.10	$29.50	$30.98	$32.53	$34.17
Staff Secretary III/Maintenance	439	$28.10	$29.50	$30.98	$32.53	$34.17
Standards & Assessment Analyst	449	$35.38	$37.15	$38.99	$40.94	$42.99
Student Assignment Sr. Analyst	453	$42.45	$44.57	$46.79	$49.14	$51.59
Transcriber, Blind and Visually Impaired	432	$27.37	$28.72	$30.16	$31.67	$33.27

Computed on the basis of a 40-hour week and 173.33 hours per average work month.

APPENDIX A

Cupertino Union School District

CLASSIFIED
CLERICAL, TECHNICAL, PARAPROFESSIONAL UNIT
2023-24 SALARY SCHEDULE

Classification	Range	A	B	C	D	E
Account Technician I	436	$5,208.61	$5,467.92	$5,740.65	$6,029.43	$6,332.98
Account Technician II	443	$5,467.91	$5,740.65	$6,029.43	$6,332.97	$6,651.29
Accounting Analyst	449	$6,619.01	$6,949.88	$7,295.46	$7,660.01	$8,043.52
Attendance Accounting Specialist	445	$5,712.61	$5,999.97	$6,302.19	$6,619.01	$6,949.88
Attendance/Sub Systems Analyst	449	$6,619.01	$6,949.88	$7,295.46	$7,660.01	$8,043.51
Behavior Interventionist I (ABA)	443	$5,467.91	$5,740.65	$6,029.43	$6,332.97	$6,651.29
Behavior Interventionist II (ABA)	447	$5,998.23	$6,299.97	$6,617.29	$6,949.97	$7,297.38
Benefits & Leave Administration Analyst	451	$7,297.03	$7,661.89	$8,044.97	$8,447.24	$8,869.59
Budget Analyst	449	$6,619.01	$6,949.88	$7,295.46	$7,660.01	$8,043.52
Budget/Payroll Analyst	449	$6,619.01	$6,949.88	$7,295.46	$7,660.01	$8,043.52
Buyer I	425	$4,757.44	$4,996.61	$5,244.99	$5,506.90	$5,782.36
Buyer II	438	$5,244.99	$5,506.90	$5,782.36	$6,073.38	$6,378.98
CALPADS Analyst	449	$6,619.01	$6,949.88	$7,295.46	$7,660.01	$8,043.52
Communications Analyst	449	$6,619.01	$6,949.88	$7,295.46	$7,660.01	$8,043.52
Engage Comm Resource Specialist	447	$5,998.23	$6,299.97	$6,617.29	$6,949.97	$7,297.38
Facility Modernization Analyst	449	$6,619.01	$6,949.88	$7,295.46	$7,660.01	$8,043.52
Health Clerk	409	$4,158.03	$4,367.81	$4,583.47	$4,816.03	$5,055.29
Human Resources Analyst	449	$6,619.01	$6,949.88	$7,295.46	$7,660.01	$8,043.52
Human Resources CE/CL Analyst	451	$7,297.03	$7,661.89	$8,044.97	$8,447.24	$8,869.59
Human Resources Technician	438	$5,244.99	$5,506.90	$5,782.36	$6,073.38	$6,378.98
Inst. Asst. Special Ed. – Specialized	411	$4,263.25	$4,475.97	$4,699.77	$4,935.34	$5,182.64
Instructional Assistant I - Special Ed.	405	$3,772.34	$3,957.84	$4,158.03	$4,367.81	$4,583.47
Instructional Assistant - General Ed.	403	$3,526.47	$3,700.93	$3,884.23	$4,078.67	$4,283.87
Instructional Assistant - Physical Ed.	403	$3,526.47	$3,700.93	$3,884.23	$4,078.67	$4,283.87
Instructional Assistant II - Special Ed.	407	$3,865.04	$4,058.70	$4,263.25	$4,475.97	$4,699.77
Instructional Assistant II – Title I	403	$3,526.47	$3,700.93	$3,884.23	$4,078.67	$4,283.87
IT Help Desk Specialist	438	$5,244.99	$5,506.90	$5,782.36	$6,073.38	$6,378.98
IT Systems & Applications Programmer	453	$7,942.83	$8,338.49	$8,754.63	$9,193.49	$9,652.82
Licensed Vocational Nurse	449	$6,619.01	$6,949.88	$7,295.46	$7,660.01	$8,043.51
Maint./Operations/Transp. Specialist	449	$6,619.01	$6,949.88	$7,295.46	$7,660.01	$8,043.52
Mental Health Therapist	453	$7,942.83	$8,338.49	$8,754.63	$9,193.49	$9,652.82
Nutrition Services Financial Accountant	451	$7,297.03	$7,661.89	$8,044.97	$8,447.24	$8,869.59
Nutrition Services Specialist	445	$5,712.61	$5,999.97	$6,302.19	$6,619.01	$6,949.88
Occupational Therapist	461	$10,016.88	$10,517.72	$11,043.62	$11,595.79	$12,175.59
Payroll Analyst	449	$6,619.01	$6,949.88	$7,295.46	$7,660.01	$8,043.52
Preschool Lead Teacher	349	$6,619.41	$6,949.12	$7,294.76	$7,660.86	$8,042.89
Preschool Teacher	338	$5,245.95	$5,507.46	$5,782.60	$6,073.66	$6,378.36
Preschool Instructional Assistant	311	$4,264.29	$4,476.79	$4,698.84	$4,935.21	$5,183.52
Property Analyst	453	$7,942.83	$8,338.49	$8,754.63	$9,193.49	$9,652.82
Purchasing Analyst	449	$6,619.01	$6,949.88	$7,295.46	$7,660.01	$8,043.52
Receptionist	413	$4,367.81	$4,583.47	$4,816.03	$5,055.29	$5,310.74
School Library Media Clerk	409	$4,158.03	$4,367.81	$4,583.47	$4,816.03	$5,055.29
School Secretary	432	$5,119.93	$5,374.05	$5,642.86	$5,926.09	$6,224.05
School Site Instructional Tech Specialist	425	$4,757.43	$4,996.61	$5,244.99	$5,506.90	$5,782.36
Senior Accountant	451	$7,297.03	$7,661.89	$8,044.97	$8,447.24	$8,869.59
Senior Budget Analyst	451	$7,297.03	$7,661.89	$8,044.97	$8,447.24	$8,869.59
Special Education Analyst	449	$6,619.01	$6,949.88	$7,295.46	$7,660.01	$8,043.52
Special Programs Coordinator	409	$4,158.03	$4,367.81	$4,583.47	$4,816.03	$5,055.29
Speech/Language Pathologist Assistant	449	$6,619.01	$6,949.88	$7,295.46	$7,660.01	$8,043.51
Staff Secretary I	425	$4,757.43	$4,996.61	$5,244.99	$5,506.90	$5,782.36
Staff Secretary II	432	$5,119.93	$5,374.05	$5,642.86	$5,926.09	$6,224.05
Staff Secretary II/Scheduler	432	$5,119.93	$5,374.05	$5,642.86	$5,926.09	$6,224.05
Staff Secretary II/Student Assignment	432	$5,119.93	$5,374.05	$5,642.86	$5,926.09	$6,224.05
Staff Secretary III/Maintenance	439	$5,258.12	$5,519.12	$5,795.23	$6,086.13	$6,392.03
Standards & Assessment Analyst	449	$6,619.01	$6,949.88	$7,295.46	$7,660.01	$8,043.52
Student Assignment Sr. Analyst	453	$7,942.83	$8,338.49	$8,754.63	$9,193.49	$9,652.82
Student Success Liaison	443	$5,467.91	$5,740.65	$6,029.43	$6,332.97	$6,651.29
Transcriber, Blind and Visually Impaired	432	$5,119.93	$5,374.04	$5,642.86	$5,926.09	$6,224.05

Computed on the basis of a 40-hour week and 173.33 hours per average work month.

Advanced Degree Stipend: The annual stipend for holders of one or more Advanced Degree(s) shall be the sum of $2182 for each Advanced Degree, up to a maximum of two (2) Advanced Degrees.

Longevity Provisions:
The following longevity provisions will be applied to the base salary figures indicated in the schedule above:
1% of employee salary beginning with the 7th year of service in the CUSD.
5% of employee salary beginning with the 10th year of service in the CUSD.
8% of employee salary beginning with the 15th year of service in the CUSD.
12% of employee salary beginning with the 20th year of service in the CUSD.
13% of employee salary beginning with the 25th year of service in the CUSD.

Date Effective: July 1, 2023
Board Adopted: June 15, 2023

HR/ck

APPENDIX A

Cupertino Union School District

CLASSIFIED
CLERICAL, TECHNICAL, PARAPROFESSIONAL UNIT
2023-24 SALARY SCHEDULE

Classification	Range	A	B	C	D	E
Account Technician I	436	$30.05	$31.55	$33.12	$34.79	$36.54
Account Technician II	443	$31.55	$33.12	$34.79	$36.54	$38.37
Accounting Analyst	449	$38.19	$40.10	$42.09	$44.19	$46.41
Attendance Accounting Specialist	445	$32.96	$34.62	$36.36	$38.19	$40.10
Attendance/Sub Systems Analyst	449	$38.19	$40.10	$42.09	$44.19	$46.41
Behavior Interventionist I (ABA)	443	$31.55	$33.12	$34.79	$36.54	$38.37
Behavior Interventionist II (ABA)	447	$34.61	$36.35	$38.18	$40.10	$42.10
Benefits & Leave Administration Analyst	451	$42.10	$44.20	$46.41	$48.74	$51.17
Budget Analyst	449	$38.19	$40.10	$42.09	$44.19	$46.41
Budget/Payroll Analyst	449	$38.19	$40.10	$42.09	$44.19	$46.41
Buyer I	425	$27.45	$28.83	$30.26	$31.77	$33.36
Buyer II	438	$30.26	$31.77	$33.36	$35.04	$36.80
CALPADS Analyst	449	$38.19	$40.10	$42.09	$44.19	$46.41
Communications Analyst	449	$38.19	$40.10	$42.09	$44.19	$46.41
Engage Comm Resource Specialist	447	$34.61	$36.35	$38.18	$40.10	$42.10
Facility Modernization Analyst	449	$38.19	$40.10	$42.09	$44.19	$46.41
Health Clerk	409	$23.99	$25.20	$26.44	$27.79	$29.17
Human Resources Analyst	449	$38.19	$40.10	$42.09	$44.19	$46.41
Human Resources CE/CL Analyst	451	$42.10	$44.20	$46.41	$48.74	$51.17
Human Resources Technician	438	$30.26	$31.77	$33.36	$35.04	$36.80
Inst. Asst. Special Ed. – Specialized	411	$24.60	$25.82	$27.11	$28.47	$29.90
Instructional Assistant I - Special Ed.	405	$21.76	$22.83	$23.99	$25.20	$26.44
Instructional Assistant - General Ed.	403	$20.35	$21.35	$22.41	$23.53	$24.72
Instructional Assistant - Physical Ed.	403	$20.35	$21.35	$22.41	$23.53	$24.72
Instructional Assistant II - Special Ed.	407	$22.30	$23.42	$24.60	$25.82	$27.11
Instructional Assistant II – Title I	403	$20.35	$21.35	$22.41	$23.53	$24.72
IT Help Desk Specialist	438	$30.26	$31.77	$33.36	$35.04	$36.80
IT Systems & Applications Programmer	453	$45.82	$48.11	$50.51	$53.04	$55.69
Licensed Vocational Nurse	449	$38.19	$40.10	$42.09	$44.19	$46.41
Maint./Operations/Transp. Specialist	449	$38.19	$40.10	$42.09	$44.19	$46.41
Mental Health Therapist	453	$45.82	$48.11	$50.51	$53.04	$55.69
Nutrition Services Financial Accountant	451	$42.10	$44.20	$46.41	$48.74	$51.17
Nutrition Services Specialist	445	$32.96	$34.62	$36.36	$38.19	$40.10
Occupational Therapist	461	$57.79	$60.68	$63.71	$66.90	$70.25
Payroll Analyst	449	$38.19	$40.10	$42.09	$44.19	$46.41
Preschool Lead Teacher	349	$38.19	$40.09	$42.09	$44.20	$46.40
Preschool Teacher	338	$30.27	$31.77	$33.36	$35.04	$36.80
Preschool Instructional Assistant	311	$24.60	$25.83	$27.11	$28.47	$29.91
Property Analyst	453	$45.82	$48.11	$50.51	$53.04	$55.69
Purchasing Analyst	449	$38.19	$40.10	$42.09	$44.19	$46.41
Receptionist	413	$25.20	$26.44	$27.79	$29.17	$30.64
School Library Media Clerk	409	$23.99	$25.20	$26.44	$27.79	$29.17
School Secretary	432	$29.54	$31.00	$32.56	$34.19	$35.91
School Site Instructional Tech Specialist	425	$27.45	$28.83	$30.26	$31.77	$33.36
Senior Accountant	451	$42.10	$44.20	$46.41	$48.74	$51.17
Senior Budget Analyst	451	$42.10	$44.20	$46.41	$48.74	$51.17
Special Education Analyst	449	$38.19	$40.10	$42.09	$44.19	$46.41
Special Programs Coordinator	409	$23.99	$25.20	$26.44	$27.79	$29.17
Speech/Language Pathologist Assistant	449	$38.19	$40.10	$42.09	$44.19	$46.41
Staff Secretary I	425	$27.45	$28.83	$30.26	$31.77	$33.36
Staff Secretary II	432	$29.54	$31.00	$32.56	$34.19	$35.91
Staff Secretary II/Scheduler	432	$29.54	$31.00	$32.56	$34.19	$35.91
Staff Secretary II/Student Assignment	432	$29.54	$31.00	$32.56	$34.19	$35.91
Staff Secretary III/Maintenance	439	$30.34	$31.84	$33.43	$35.11	$36.88
Standards & Assessment Analyst	449	$38.19	$40.10	$42.09	$44.19	$46.41
Student Assignment Sr. Analyst	453	$45.82	$48.11	$50.51	$53.04	$55.69
Student Success Liaison	443	$31.55	$33.12	$34.79	$36.54	$38.37
Transcriber, Blind and Visually Impaired	432	$29.54	$31.00	$32.56	$34.19	$35.91

Computed on the basis of a 40-hour week and 173.33 hours per average work month.

APPENDIX B

CUSD BOARD POLICY 4218 – PROGRESSIVE DISCIPLINE

Progressive Discipline

Except in circumstances calling for immediate imposition of discipline, the District's intent regarding disciplinary action is to utilize progressive steps. Such steps may include counseling, verbal reprimands and written reprimands.

Disciplinary Action

All permanent classified employees shall be subject to discipline for cause as listed in this policy. Similarly, the conduct of formal hearings as provided in Administrative Regulation No. 4218 shall apply to all permanent classified employees.

Discipline may include one or more of the following actions: letter of reprimand, suspension and/or termination.

Causes for Disciplinary Action

1. Neglect of Duty
2. Inefficiency
3. Incompetency
4. Violation of rules and regulations of the Board of Education and the State Board of Education and violation of the Education Code and other applicable laws
5. Insubordination
6. Dishonesty
7. Consumption of alcoholic beverages which directory or indirectly has an adverse effect on the District
8. Consumption of alcoholic beverages on the job or reporting to work under the influence of alcoholic beverages
9. Immoral Conduct
10. Illegal use of narcotics which directly or indirectly has an adverse effect upon the District
11. Conviction of a sex offense as defined in Education Code Section 44010, conviction of narcotics offense in Section 44011, or conviction as a sexual psychopath
12. Repeated, unexcused tardiness
13. Repeated, unexcused failure to report to work as assigned
14. Excessive absence which is detrimental to the District
15. Inability to work harmoniously with others to such a degree that District functioning is disrupted
16. Discourteous, offensive or abusive treatment of the public, other employees, or pupils
17. Failure to maintain such conditions and standards required by the District job description
18. Damage to public property
19. Disorderly conduct
20. Evident unfitness for service
21. Failure to maintain licenses or certificate required by law for the job
22. Failure to adequately perform bona fide requirements of the position held
23. Physical and or mental inability to perform assigned duties
24. Engaging in political activity during assigned hours of work
25. Conviction of a felony or any crime involving moral turpitude
26. Falsifying relevant information on application forms and other District records
27. Reckless driving
28. Unauthorized leave of absence
29. Misappropriation of District property and/or use of District property
30. Abandonment of position
31. The following causes for disciplinary action apply to bus drivers:
    a. Failure to keep on route and on schedule

b. Failure to escort students
c. Failure to maintain discipline aboard a bus
d. Failure to observe Transportation Department procedures

Legal Reference:
EDUCATION CODE
35161 Delegation of powers and duties
44009 Conviction of specified crimes
44010 Sex offense
44011 "Controlled substance" defined
44940 Leave of absence employee charged with mandatory or optional leave of absence offense
44940.5 Compulsory leave of absence; procedures; extension; compensation; bond or security; reports
45101 Definitions (including "disciplinary action," "cause")
45109 Fixing of duties
45113 Rules and regulations for classified service in districts not incorporating the merit system
45123 Employment after conviction of sex or narcotics offense
45302 Demotion and removal from permanent classified service
45303 Additional cause for suspension or dismissal of employees in classified service
45304 Suspension for reasonable cause; filing of charges; employee charged with mandatory or optional leave of absence offense

VEHICLE CODE
1808.8 School bus drivers; dismissal for safety-related cause

UNITED STATES CODE, TITLE 42
12101-12213 Americans with Disabilities Act

COURT DECISIONS
California School Employees v. Livingston Union School District (2007) 149 Cal. App. 4th 391
CSEA v. Foothill Community College District, 52 Cal. App. 3rd 150, 155-156, 124 Cal. Rptr 830 (1975)

Policy Adopted by the Board of Education: June 26, 1990
Reviewed: September 14, 2010

APPENDIX C

COMPENSATORY TIME LOG

Employee's Name: _____ **Site/Department:** _____

Work Schedule: _____ **School Year:** _____

Note: Additional or overtime hours shall not be performed without prior approval from your site administrator / department manager.

Example A: If a part-time employee, the "Additional Hours Worked" will equal "Total Hours Earned". Enter these numbers in the appropriate columns.

Example B: If a full-time employee, enter additional hours in the "Additional Hours Worked" column, then multiply by 1½, and enter that number in the "Total Hours Earned" colum

(See examples below)

	Prior Approval By	Date Approved	Date Worked	Time Work Start	Time Work End	Additional Hrs. Worked	Total Hours Earned	No. of Hours Used	Date Used	Unused Balance	Approved By
Example A Part-Time	**Manager A**	**8/18/08**	**8/21/08**	**2:00 p.m.**	**3:00 p.m.**	**1**	**1**				
Example B Full-Time	**Manager B**	**8/18/08**	**8/21/08**	**5:00 p.m.**	**7:00 p.m.**	**2**	**3**				

Please attach a copy of the log to your request for leave form signed by your site administrator / department manager.

APPENDIX D

ELECTIONS CODE §§14000-14002

§14000

(a) If a voter does not have sufficient time outside of working hours to vote at a statewide election, the voter may, without loss of pay, take off enough working time that, when added to the voting time available outside of working hours, will enable the voter to vote.

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

(c) If the employee on the third working day prior to the day of election, knows or has reason to believe that time off will be necessary to be able to vote on election day, the employee shall give the employer at least two working days' notice that time off for voting is desired, in accordance with this section.

§14001

Not less than 10 days before every statewide election, every employer shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

§14002

Sections 14000 and 14001 shall apply to all public agencies and the employees thereof, as well as to employers and employees in private industry.

APPENDIX E

SIDELETTER BETWEEN
CUPERTINO UNION SCHOOL DISTRICT AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CUPERTINO CHAPTER 13

The District affirms its intent and commitment to review the 4000 Board Policy series to ensure they are up to date regarding all forms of harassment, including but not limited to employee to employee conduct. This review will be according to the established process for reviewing and amending Board Policies. Upon approval/enactment of any amended 4000 Board Policies in this area, the District would agree to include such as an appendix to the Agreement for reference only and not subject to the grievance procedure.

DATED: FEBRUARY 28, 2013
For the District:

Nancy Johnson

DATED: February 28, 2013
For CSEA:

Sylvia Conklin

Negotiation Teams

Cupertino Union School District	**California School Employees Association**
_____	_____
Mike Ghelber	Poornima Dilip
_____	_____
Mary Alarid-Enright	Beverley Brown
_____	_____
Mike Cellini	Stephen Fisher
_____	_____
Kari Ito	Dean McManis
_____	_____
Amy Steele	Aurora Noguera
_____	_____
Greg Dannis	Sheila Routh
	_____
	Jim Trujillo
_____	_____
Date	Date