

Ratification: 5/11/22  
Ratification: 10/11/23

**AGREEMENT BETWEEN**  
**BENNETT VALLEY UNION SCHOOL DISTRICT**  
**AND**  
**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**  
**CHAPTER #156**

November 1, 2022 - October 31, 2025



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## **Article 1 | AGREEMENT**

- 1.1 This Agreement, hereinafter referred to as "Agreement," is entered into this 11<sup>th</sup> day of October, 2023 by and between the Bennett Valley Union School District, hereinafter referred to as "District," and the California School Employees Association and its Bennett Valley Chapter #156, hereinafter referred to as "CSEA."
- 1.2 The term "Agreement" as used herein means the written agreement provided under Section 3540.1(h) of the Government Code.

## **Article 2 | RECOGNITION**

- 2.1 The District recognizes the CSEA as the exclusive representative for the employees in the positions listed below:
- Assistant Groundskeeper/Custodian
  - Clerical Support Clerk
  - Custodian
  - District Copy and Order Processing Clerk
  - District Messenger Clerk
  - Food Service Worker
  - Groundskeeper
  - Health Assistant/Special Health Needs Support
  - Homework Club Supervisor
  - Instructional Paraprofessionals:
    - Computer Lab Instructor
    - English Language Learner Support
    - Intervention Team Support
    - Library
    - Physical Education
    - Special Education
    - Supported Reading Block
    - Transitional Kindergarten
  - Instructional Support Clerk
  - Lead Food Service Worker
  - Office Manager and Office Relief Manager
  - Primary Intervention Program (PIP) Aide
  - Student Services Technician
  - Student Support Paraprofessional
  - Yard Duty/Study Hall/Lunch Bunch Supervisor
- 2.2 This Agreement applies only to employees in the above-described representation unit.
- 2.3 The unit as recognized by the District may be modified by (1) mutual agreement of the parties or (2) by a decision rendered by the Public Employees Relations Board concerning any disputed positions.
- 2.4 Other employees, including management, supervisory, confidential and certificated employees, shall be excluded.

### **Article 3 | NEGOTIATION PROCEDURES**

- 3.1 If either party desires to alter or amend this Agreement, it shall provide notice by April 1 to the other party that it desires to reopen negotiations and will be providing a written proposal for the next regular board meeting.
- 3.2 Following completion of the public notice requirements, and not later than thirty (30) days following public presentation of the proposals, or as mutually agreed, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.
- 3.3 The Association shall have the right to designate no more than five (5) Chapter unit members who shall be given reasonable paid release time to participate in negotiations.
- 3.4 Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.
- 3.5 The District and the Association agree to support this Agreement for its term and will not seek change or improvement in any matter subject to the meet and negotiation process except as otherwise provided for in Article 24 and/or by mutual agreement of the District and the Association.

## **Article 4 | ASSOCIATION RIGHTS**

- 4.1 CSEA representatives shall have the right of reasonable access during the workday to areas in which unit members work.
- 4.2 CSEA shall have the right to use, without charge, institutional bulletin boards, mailboxes, e-mail, the District mail system, school equipment, fax machines, buildings, and facilities.
- 4.3 CSEA shall have the right to place items on the agenda of each board meeting as long as CSEA complies with the District's procedures and timeliness.
- 4.4 4.4 The CSEA Chapter President will receive one (1) copy of the Board packet that goes to Board members, less confidential material, any budget or financial material submitted to the Board of Trustees and all information and material necessary to fulfill the duties of the exclusive representative in the representation of its members.
- 4.5 A classified planning committee shall continue to work with the Superintendent to develop meaningful inservice programs, staff development, and workshops for unit members.
- 4.6 Four mandatory meetings will be scheduled for the months of August, November, February, and May of each school year with the principals at each school site.
  - 4.6.1. A chair (can be one person or shared between two) and secretary will be elected at each school site for purposes of meeting operations only. Terms will be for two (2) years. Notes will be taken by elected secretary and distributed.
  - 4.6.2. Meetings will be run by classified staff and will include training, problem solving, and will include short reports from CSEA, SSC, School board updates, and principal's report.
  - 4.6.3. The chair(s) and principal shall meet to determine the agenda and who (by classification) shall be required to attend. Any employee who is not on paid status during the time of the meetings will fill out a supplemental day sheet for compensation.
  - 4.6.4. Meetings will be no longer than one hour
  - 4.6.5. CSEA shall have the right to reasonable release time in order to conduct an orientation meeting for new bargaining unit members.
- 4.7 All meetings required by BVUSD and/or administrator(s) which are held outside of employees' regular work hours shall be compensated.
- 4.8 Orientation: CSEA representation will be included for all new classified employee orientations. CSEA shall have one orientation session with each new district employee in the bargaining unit. This orientation session shall take place within one month of the new employee's first day of service and shall not exceed 15 minutes unless the session is with a group of new employees. If the session is with a group of new employees, the session shall not exceed 60 minutes. The date and time of the session shall be scheduled as mutually agreed to by the supervisors of all participants.

## **Article 5 | DISTRICT RIGHTS**

- 5.1 It is understood and agreed that the District retains all of its powers and authority to direct and control to the full extent of the law. Included in, but not limited to, those duties and powers are the right to direct the work of its unit members and determine the method, means and services to be provided; establish educational philosophy and the goals and objectives; ensure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of the positions; maintain the efficiency of the District operation; determine the curriculum; build, move or modify the facilities; develop a budget; develop and implement budget procedures; determine the methods of raising revenue. In addition, the District retains the right to hire, assign, evaluate, promote, terminate and discipline unit members except as otherwise provided for in this Agreement.
- 5.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and/or law.
- 5.3 The District will amend its written policies and procedures and take such other action by resolution or otherwise as may be necessary to give full force and effect to the provisions of the Agreement.

## **Article 6 | HOURS**

### **6.1 Work Week**

- 6.1.1. The regular workweek of a full-time unit member shall be forty (40) hours. The regular workday shall be eight (8) hours. The workweek shall consist of five (5) consecutive days, Monday through Friday
- 6.1.2. Each position in the bargaining unit shall have a designated title, a minimum number of assigned hours per day, days per week, and months per year.
- 6.1.3. Any unit member who works a minimum of thirty (30) minutes per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive workdays shall have his/her basic assignment changed to reflect the longer hours. If the employee works five (5) days per week, twenty (20) days takes four (4) weeks to complete. If the employee works one (1) day per week, twenty (20) days takes twenty (20) weeks.
- 6.1.4. Unit members may job share bargaining unit positions with mutual agreement between the affected employees, district, and CSEA 156 president.
- 6.1.5. Unit members who conduct programs as paraeducators/ paraprofessionals and who are responsible for developing or planning the curriculum for that program shall have a preparation period before the program begins and a period for maintenance, ordering, and evaluation tasks at the conclusion of the program. This planning time shall be included in the jobs for computer, library, Title 1/EL, and physical education paraprofessionals, and any other classification that requires such planning of curriculum.

### **6.2 Lunch Period**

The length of time for unpaid lunch periods for unit members working more than five (5) hours a day shall be no longer than one (1) hour nor less than one-half (1/2) hour, shall be uninterrupted and shall be scheduled as near as possible to the midpoint of each work shift.

### **6.3 Rest Periods**

Paid rest periods shall be scheduled as near as possible to the midpoint of each work period and shall be granted at the rate of ten (10) minutes per four (4) hours worked or major fraction thereof. If a unit member's break is interrupted for any reason, his/her break shall be extended by an amount of time equal to the interruption.

### **6.4 Overtime**

- 6.4.1. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at the rate of time and one-half. A unit member having an average workday of less than four (4) hours during a work week shall, for any work required to be performed on the seventh day following the commencement of his/her work week, be compensated at the rate of time and one-half.
- 6.4.2. The method by which overtime shall be compensated (cash or compensatory time off) shall be determined by mutual agreement at the



time the overtime is offered.

6.4.3. Unit members shall have the right to refuse overtime.

6.5 Compensatory Time Off

Compensatory time off shall be taken at a time mutually acceptable to the bargaining unit member and the District, and generally within twelve (12) months from the date it was earned. Compensatory time that has not been taken within twelve (12) months from the time it was earned shall be paid in cash at the appropriate rate.

6.6 Call Back Time

Any unit member called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the appropriate rate of pay under this Agreement.

6.7 Holiday Pay

All work performed on holidays shall be at two and one-half times the unit member's hourly rate.

## Article 7 | TRANSFER AND PROMOTION

### 7.1 Definitions

- 7.1.1 **Transfer** means a change from one assigned job or job site to another within the same classification. A voluntary transfer is one initiated by a unit member, while an involuntary transfer is one initiated by the District.
- 7.1.2 **Promotion** means a change from one classification to a higher classification.
- 7.1.3 **Vacancy** means an unfilled position as declared and described by the Superintendent in a posted notice of vacancy.
- 7.1.4 **New** position means a job newly created by IEP, new program, or workload demands. For each new position, there will be a job title, job description, hours, and rate of pay, and the position will be posted.

### 7.2 Unit member Initiated Lateral Transfer

- 7.2.1 When a new position is created or an existing position becomes vacant, the District shall first offer the opportunity to transfer to unit members within the same classification in the District. A unit member may apply for transfer to that position by filing a written notice with the District Office.
- 7.2.2 All vacancies shall be posted by the District for not less than five (5) workdays at all work locations. Two (2) copies shall also be provided to the CSEA chapter president; the CSEA chapter president shall designate the recipients.
- 7.2.3 If only one unit member files for the transfer, he/she shall be granted the transfer. If two or more unit members file for the transfer, the District shall give weight to seniority but shall make the selection. If no District unit member files for the transfer, it shall then be open for promotional opportunity.

### 7.3 District Initiated Transfer

- 7.3.1 District initiated unit member transfers may become necessary to meet the overall operational and administrative requirements of the District.
- 7.3.2 No District initiated transfer shall be arbitrary, capricious, or discriminatory.
- 7.3.3 The unit member to be transferred shall be given ten (10) workdays advance notice and a reason(s) for impending transfer. At the unit member's request, the reason(s) shall be put in writing.
- 7.3.4 A District initiated transfer shall not result in the loss of compensation, seniority or any health and welfare benefits for the unit member.

### 7.4 Promotion

- 7.4.1 When a new position is created or an existing position becomes vacant and when the transfer section of this Article has been complied with, the District shall open the position to unit members of the District. A unit member may apply for the promotion by filing a written notice with the Superintendent.
- 7.4.2 All vacancies shall be posted for not less than five (5) workdays at all work

locations A copy shall also be provided to CSEA.

- 7.4.3 All unit members who meet the minimum qualifications for the vacant position shall be granted an interview.
- 7.4.4 The District shall give weight to seniority and added consideration for being an employee of the District but may select the candidate who it deems best meets the needs of the District.
- 7.4.5 If a unit member files for a promotional opportunity and is not selected, he/she may request a meeting with the appropriate District administrator to review the unit member's candidacy/interview.
- 7.4.6 Any unit member promoted shall not receive less than the hourly rate received in his/her present position.
- 7.4.7 At any time within six (6) months of being promoted unit members shall have the right, upon their request, to be returned to the classification held prior to being promoted.
- 7.4.8 At any time within six (6) months of being promoted the District shall have the right to return the unit member to the classification held prior to being promoted.

## **Article 8 | LEAVES**

### **8.1 General Provisions (Non Family Medical Leave)**

- 8.1.1 A paid leave of absence is defined as a leave during which the unit member shall receive pay and benefits, including but not limited to insurance and retirement benefits.
- 8.1.2 An unpaid leave of absence is defined as a leave during which the unit member does not receive any pay or benefits.

### **8.2 Sick Leave**

- 8.2.1 8.2.1 Sick leave is earned at the rate of one day's leave for each month of service rendered; twelve (12) month unit members earn twelve (12) days of sick leave per year; eleven-month unit members earn eleven (11) days per year; ten-month unit members earn ten (10) days per year.
- 8.2.2 A new unit member must be employed on or before the first workday before the fifteenth of the month in order for that month to be counted in computing sick leave.
- 8.2.3 Credit for sick leave need not be accrued by a unit member prior to taking such leave; however, new unit members are not eligible to take more than six (6) days or the proportionate amount to which they are entitled until they have completed six (6) months of service.
- 8.2.4 Sick leave is credited annually at the beginning of the school year and is accumulated from year to year without limit.
- 8.2.5 Unit members shall be given a report of their sick leave balance on an annual basis.
- 8.2.6 Medical appointments for a portion of the workday may be taken as sick leave or as unpaid. These absences are tracked in 1 hour increments.
- 8.2.7 Good Attendance Incentive Program: Any unit member who is in paid status for at least 75% of the school year and who is absent from duty using sick leave or short term leave for all or part of their day's duty hours for fewer than five (5) school days (from 0 to 4 school days) during that same school year will receive a cash bonus of \$200 on June 30 following the school year.

### **8.3 Catastrophic Leave**

- 8.3.1 8.3.1 A unit member may donate up to five (5) days in increments of one (1) day of their accumulated sick leave to another unit member who, because of catastrophic illness or injury, has used all of his/her paid leave.
- 8.3.2 The decision as to whether the unit member is eligible for the leave shall be determined by the Superintendent.
- 8.3.3 The unit member requesting the donated leave may not receive more than a total of thirty (30) days in a given school year.
- 8.3.4 A day shall be defined as the number of hours the donor or recipient works during their normal workday. Example: A four (4) hour per day unit member

would be eligible to receive 120 hours of catastrophic leave per school year.

- 8.3.5 Any sick leave not used by the donee shall be returned to donors in the reverse order of the donation.
- 8.3.6 To ensure that a donor retains sufficient accrued sick leave to meet his/her needs a donor shall not reduce his/her accumulated sick leave to fewer than fifteen (15) days.

#### 8.4 Bereavement Leave

- 8.4.1 In the event of death in the immediate family (mother, mother in-law, father, father-in-law, stepmother, stepfather, stepchildren, grandmother, grandfather, grandchild, spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, aunt, or uncle of the unit member or any person living in the immediate household of the unit member), five workdays with full pay will be granted. See Personal Necessity Leave for additional bereavement days of leave.
- 8.4.2 Extended Bereavement Leave, either paid or unpaid, may be granted upon the recommendation of the Superintendent and approval of the Board.

#### 8.5 Jury Duty or Subpoena Leave

- 8.5.1 Unit members shall be granted leave to appear in court as a witness when subpoenaed, other than as a litigant, to serve on a jury or to respond to an official order from another governmental jurisdiction for reasons not brought about through the misconduct of the unit member.
- 8.5.2 A unit member shall receive his/her regular pay less any amount received for jury or witness fees.

#### 8.6 Military Leave

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

#### 8.7 Personal Necessity

- 8.7.1 Up to seven (7) days per year of accumulated sick leave may be used for absences created by personal necessity without advanced notice for the following reasons:
  - a. As an extension of Bereavement Leave provided in section 8.4 of this Article.
  - b. An accident involving the unit member's person or property or the person or property of a member of the unit member's immediate family.
  - c. Illness involving a member of the unit member's immediate family.

Advanced notification and approval must be given for the following reasons:

- a. Religious holidays.
- b. To attend the funeral of a close, personal friend.
- c. Such other reasons, including personal/legal business reasons, as approved by the Superintendent.

#### 8.8 Convenience Leave

A unit member shall be entitled to one (1) day of personal convenience leave per year without application for approval to the Board. This day shall be with pay and shall not be deducted from sick leave. If a unit member does not utilize the one (1) day, it shall be carried over for two school years, but no such leave shall accumulate beyond two (2) days. Due to COVID-19 pandemic's impact on the school schedule during the 2020-21 school year, unit members will not lose their 2020-21 allotted personal convenience leave day through a carry-over drop off.

#### 8.9 Adoption and Parental

Leave For employees with less than 12 months of district employment: Unit members shall be entitled to use two (2) days of personal necessity leave for the adoption of a child and/or childcare after adoption.

For employees with 12 months of district employment or more: Employees with 12 or more months of district employment are entitled to up to 12 workweeks of paid time off (use of sick leave, followed by differential pay) for purposes of parental leave to care for a child after birth, adoption or foster child placement within the 12-month period following birth, adoption, or foster child placement.

#### 8.10 Entitlement to Other Sick Leave

When a unit member is absent from his/her duties on account of industrial or non-industrial accident or illness for a period of five (5) months or less and all paid leaves have been exhausted, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the amount which is actually paid a substitute unit member to fill his/her position during his/her absence. The five (5) months shall begin on the first day of the accident or illness and shall run concurrently with any paid leave.

#### 8.11 Maternity Leave

- 8.11.1 Maternity Leave is provided to unit members who choose to be absent from their duties because of pregnancy or convalescence following childbirth.
- 8.11.2 The unit member shall give notice of pregnancy, expected due date and a physician's certificate verifying pregnancy to the principal and/or the District Office as soon as possible before commencing the leave.
- 8.11.3 The unit member shall, at the earliest date possible, in no event later than four (4) weeks prior to the actual commencement of maternity leave, notify the school principal and/or the District Office of the date on which maternity leave shall commence. The employee shall not continue to work beyond such date. The employee may commence maternity leave at an earlier date only if the employee becomes physically incapable of performing the job duties, when certified by the physician.

8.11.4 A unit member who has commenced maternity leave shall not return to duties until after delivery or the pregnancy is otherwise terminated. The employee shall submit a notice of intent to return to work four (4) weeks prior to resuming the position, request an extension of leave, or submit a resignation if the employee does not intend to return. The employee may return to duties as soon after delivery or termination of the pregnancy as a written statement can be provided, signed by the physician, certifying that the employee is physically and mentally capable of returning to full employment. Maternity leave for prior pregnancy shall not be resumed after having returned to full employment.

8.11.5 Pregnancy disability leave (“PDL”): Employees on pregnancy disability (who are disabled due to pregnancy, childbirth, or a related medical condition are entitled to up to 4 months of unpaid leave with health benefits

8.11.5.1 Sick leave, vacation, and any other accrued leave time may be taken during the period of time a unit member is on maternity leave and is disabled due to pregnancy, childbirth, or a related medical condition, for a period of up to four months. Once an employee has exhausted sick leave, and still qualifies for pregnancy disability leave, the employee is entitled to differential leave pay, for the remainder of the pregnancy disability.

## 8.12 Use of Sick Leave for Maternity Purposes

8.12.1 A unit member may apply for paid sick leave due to pregnancy when it is verified by a physician that the employee is no longer able to work due to the condition of pregnancy, a sickness arising out of pregnancy, or the recovery from childbirth.

8.12.2 Sick leave for maternity purposes shall commence on the date the physician decides that continued fulfillment of duties would be detrimental to the employee’s health or the health of the unborn baby and shall terminate on the date her physician decides the employee can return to work.

## 8.13 Short Term Leave of Absence

The Superintendent may grant leaves without pay for up to thirty (30) days provided that the unit member shall request the leave in writing stating the date that the leave is to commence and the date the leave is to terminate.

8.13.1 Short Term Leave of Absence is intended to accommodate those rare occasions when a unit member needs a short-term leave of absence that cannot be addressed by other leaves offered in this contract or board policy. A “rare occasion” is defined as an uncommon or unusual event, circumstance or incident. In order to take unpaid leave, the unit member must request such leave at least 5 workdays in advance of the leave dated desired. On any single day, no more than 2 unit members currently in paid status may take short-term leave at a school site. If a person works at both sites, he/she needs prior approval from the principal of the primary site (where the employee works the majority of the hours) AND the employee

requesting leave needs to notify the principal of the other school.

#### 8.14 Extended Leave of Absence

- 8.14.1 An extended leave without pay may be granted for personal convenience for a period of up to one (1) year provided that the unit member shall request the leave in writing to the Board stating the date the leave is to commence and the date the leave is to terminate. At the end of the leave, the unit member may reapply.
- 8.14.2 For leaves which terminate at the end of a school year, the unit member shall notify the District by May 1 of his/her intention to return.
- 8.14.3 During the leave the unit member may continue participation in District group insurance programs by remittance of a personal check to the District Office prior to each premium due date.

#### 8.15 Association Leaves

- 8.15.1 Reasonable release time shall be provided for the grievant and an Association representative for the preparation and presentation of a grievance.
- 8.15.2 The Association President and/or the President's designee shall be granted up to a total of five (5) days of District paid release time for the purpose of conducting the normal in district and out-of-district business of the Association including the annual CSEA conference.

#### 8.16 Industrial Accident and Illness Leave

- 8.16.1 Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the following provisions:
  - a. Unit members shall be allowed up to sixty (60) workdays leave in any one (1) fiscal year for the same accident.
  - b. Allowable leave shall not be accumulated from year to year.
  - c. Industrial Accident or Illness Leave will commence on the first day of the absence.
  - d. Payment for wages lost on any day shall not, when added to an award granted the unit member under the worker's compensation laws of this State, exceed the normal wage for the day.
  - e. Industrial Accident Leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under worker's compensation.
  - f. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member 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.
  - g. When entitlement to Industrial Accident or Illness Leave has been exhausted, entitlement to other leaves will then be used; but if a unit



member is receiving worker's compensation, the person shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensation time, vacation or other available leave which, when added to the worker's compensation award, provides for a full day's wage or salary.

- h. During all paid leaves of absence, under this section, whether industrial accident leave provided by law or the action of the Board of Trustees, the unit member shall endorse to the District wage loss benefit checks received under the worker's compensation laws of this State. The District, in turn, shall issue the unit member appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.
- i. When all available leaves of absence, paid or unpaid, have been exhausted and if the unit member is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months without pay. When available, during the thirty-nine (39) month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a re-employment list established because of a layoff, in which case the person shall be listed in accordance with appropriate seniority.

## 8.17 Family Medical Leave

- 8.17.1 Each unit member who has been employed by the District for more than one continuous year is eligible for an unpaid Family Medical Leave not to exceed twelve (12) weeks within a twelve (12) month period, unless a longer leave is agreed upon by the District and the unit member.
- 8.17.2 Family Medical Leave may be used for the birth of the unit member's child, placement of a child for adoption or foster care, care of a spouse, child, or parent with a serious health condition, or a serious health condition which renders the unit member unable to perform essential job functions.
- 8.17.3 A unit member may use up to twenty (20) days of his/her sick leave to care for a spouse, child, or parent with a serious health condition. In addition, a unit member may utilize his/her accumulated sick leave for a serious health condition that renders the unit member unable to perform essential job functions. During the period of such leave the District shall maintain the unit member's group health benefits, if any, on the same basis as if the unit member was in paid status. Upon return from Family Medical Leave, the unit member is entitled to return to the same position or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. The unit member's absence under this program shall not be considered a break in service.
- 8.17.4 The unit member must provide the District with at least thirty (30) days advance notice for the leave if the need is foreseeable or, if such notice is not foreseeable, notice must be given as soon as practicable under the

circumstances.

- 8.17.5 This section is not intended to abridge any other leave specified in this Article

## **Article 9 | EVALUATIONS**

- 9.1 Unit members shall be evaluated by an administrator(s) designated by the Superintendent. The designated evaluator(s) shall be the individual(s) who signs the evaluation.
- 9.2 The purpose of the evaluation shall be to recognize outstanding work performed by the unit member and/or to assist the unit member to improve job performance. Supervisors are encouraged to have frequent conferences with unit members who are experiencing difficulties so they may be given an opportunity to improve prior to a formal evaluation.
- 9.3 Probationary unit members shall be formally evaluated at least twice during the probationary period of six (6) months or 130 days, whichever is longer. The first evaluation shall not be later than the end of eighty (80) workdays and the second not later than the end of one hundred twenty (120) workdays of employment.
- 9.4 Permanent unit members shall be formally evaluated at least once each year. Each position held will be documented in the evaluation. Evaluations shall be completed no later than June 1<sup>st</sup> of each year.
  - 9.4.1 Permanent unit members in need of remediation shall also be evaluated prior to December 24.
  - 9.4.2 Unit members who have three (3) consecutive satisfactory evaluations shall be evaluated every third year unless the immediate supervisor or the unit member opts for an annual or more frequent evaluation.
- 9.5 When a unit member changes job classifications, he/she shall be evaluated pursuant to the probationary unit member evaluation schedule (see 9.3).
- 9.6 The formal evaluation shall be in writing on the form attached as Appendix "C" and a copy shall be made available to the unit member. The evaluation shall be reviewed with the unit member by the evaluating supervisor(s). If any part of the evaluation indicates a need for improvement, specific suggestions for improvement shall be made in writing by the evaluating supervisor(s). At the request of the unit member, he/she may ask for another conference to review the evaluation.
- 9.7 The unit member shall sign the evaluation. The signature of the unit member being evaluated does not indicate that he/she agrees with the evaluation, but that he/she has been given a copy, has had adequate time to review the written evaluation, and that a conference was held. The original of the evaluation is to be retained by the District and shall be placed in the unit member's personnel file in the District Office.
- 9.8 The unit member shall have the right to have a written response attached to the evaluation or to any material of a negative or derogatory nature that is to be placed in his/her personnel file.
- 9.9 The unit member shall have the right to have any commendations or positive comments included in his/her personnel file.
- 9.10 CSEA representatives shall have the right to review unit members' personnel files when accompanied by the unit member or upon presentation of a written authorization signed by the unit member.

- 9.11 A unit member may request an evaluation for any reason. An evaluator may initiate an evaluation for any reason.
- 9.12 If an item or items on an evaluation is factually incorrect, the Evaluator must correct the form and present the corrected copy to the employee to sign.

## **Article 10 | LAYOFFS**

### **10.1 Reasons for Layoff**

Layoff means a total separation from service and shall occur only for lack of work and/or lack of funds.

### **10.2 Notice of Layoff**

The District shall notify CSEA, in writing, at least ten (10) calendar days prior to March 15, of any planned layoffs. The District and CSEA shall meet following the receipt of any layoff to review the proposed layoff(s) and to negotiate the effect of the layoff(s). Preliminary layoff notices shall be served on or before March 15. Final notices shall be provided to affected employees before May 15. Any notice of layoff(s) shall specify the reason for the layoff and identify by name and class the employees designated for layoff. Procedures for layoff noticing and right to hearing are set forth in Ed. Code section 45117.

### **10.3 Classification**

Classification is the act of placing a position in a class and shall be construed to mean that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a statement of the specific duties required to be performed in each such position, and the regular monthly salary range for each such position.

### **10.4 Order of Layoff**

Class shall mean classification throughout this Agreement. Any layoff shall be effected within a class. The order of layoff shall be based on date of hire.

### **10.5 Bumping Rights**

A unit member laid off from his or her present class may bump into any class in which the unit member has served and has greater seniority considering his/her seniority in the class and any equal or higher classes. The unit member may continue to bump into lower classes in which he/she has had previous service to avoid layoff.

### **10.6 Layoff in Lieu of Bumping**

A unit member who elects layoff in lieu of bumping maintains his/her reemployment rights under this Agreement.

### **10.7 Equal Seniority**

If two (2) or more unit members subject to layoff have equal class seniority, the determination as to who shall be laid off will be made by lot.

### **10.8 Reemployment Rights**

Laid-off unit members are eligible for reemployment for a thirty-nine (39) month period and shall be reemployed in order of seniority. Reemployment of laid-off unit members shall take precedence over any new applicants.

### **10.9 Notification of Reemployment Opening**

Any unit member who is laid off and is subsequently eligible for reemployment shall

be notified in writing by the District. Such notice shall be sent by certified mail to the last address given the District by the unit member.

#### 10.10 Unit Member Notification to District

A unit member shall notify the District of his or her intent to accept or refuse reemployment within five (5) workdays following receipt of the reemployment notice. If the unit member accepts reemployment, the unit member must report to work within ten (10) workdays following receipt of the reemployment notice, unless mutually agreed to the contrary.

#### 10.11 Voluntary Demotion or Voluntary Reduction in Hours

Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the unit member's option, returned to a position in their former class as vacancies become available, in accordance with the Education Code, except that they shall be ranked in accordance with their seniority on any valid reemployment list. Voluntary means a bona fide choice by the unit member.

#### 10.12 Retirement in Lieu of Layoff

10.12.1 Any unit member in the bargaining unit may elect to accept a service retirement in lieu of layoff, or voluntary demotion, or reduction in assigned time. Such unit member shall, within ten (10) workdays prior to the effective date of the proposed layoff, complete and submit a form provided by the District for this purpose.

10.12.2 The District agrees that when an offer of reemployment is made to an eligible person retired under this Article, and the District receives within ten (10) workdays a written acceptance of the offer, the position shall not be filled by another person, and the retired person shall be allowed sufficient time to terminate his/her retired status.

#### 10.13 Seniority Roster

The District shall maintain an updated seniority roster indicating the unit member's hire date of service for each classification held. Such rosters shall be available to CSEA at any time upon reasonable request.

#### 10.14 Seniority During Involuntary Unpaid Status

Upon return to work, the unit member shall be restored to all the benefits and burdens and the break in service shall be disregarded for seniority purposes only. During the layoff period the individual will not earn vacation, sick leave, holidays or other leave benefits.

#### 10.15 Improper Layoff

Any unit member who is improperly laid off shall be reemployed immediately upon discovery of the error and may be reimbursed for all loss of salary and benefits.

#### 10.16 Effects of Layoff

Upon request, the CSEA shall have the right to negotiate the effects of the proposed layoff.

## **Article 11 | REDUCTION IN HOURS**

- 11.1 Reduction in hours is defined as a reduction in the number of hours worked per day, per week, per month, or per year. A reduction in hours does not involve a separation from service.
- 11.2 The District shall notify CSEA of any intention it has to reduce the hours of any position in the bargaining unit. CSEA shall, within seven (7) days, make a demand upon the District to meet and negotiate both the decision to reduce the hours of any position in the bargaining unit and its effects. The District and CSEA shall then meet and negotiate both the decision and effects of the reduction in hours and workload and come to a written agreement before such action is taken.

## Article 12 | DISCIPLINARY ACTION PROCEDURES

### 12.1 Probationary Period

- 12.1.1 Classified unit members shall serve a period of probation which shall be six (6) months in duration, or 130 workdays, whichever is longer.
- 12.1.2 During the probationary period, a classified unit member may be released without cause.

### 12.2 Permanent Classified Unit Members - Discipline & Dismissal

- 12.2.1 Discipline shall be imposed on a permanent member of the classified bargaining unit only for just cause and pursuant to this Article and pertinent law(s). No disciplinary action shall be taken for any cause that arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the employing District. A permanent employee is one who has completed an initial probationary period of six (6) months or 130 workdays (whichever is longer) beyond the initial date of employment by the District and is referred to in this procedure as a "unit member."
- 12.2.2 Whenever possible, disciplinary action will be taken only after the unit member has been counseled by his/her immediate supervisor and/or Superintendent regarding unsatisfactory actions or lack of action.
- 12.2.3 Prior to the Superintendent recommending disciplinary action against a unit member the unit member may request a conference with the Superintendent to discuss the validity of the charges.

### 12.3 Letter of Reprimand

A reprimand or warning notice relating to action or lack of action may be placed in a unit member's personnel file. The unit member shall be provided a copy and a notice of opportunity to reply. The unit member must be given at least ten (10) workdays to reply before the document is placed in his/her personnel file. The unit member's written comments/response, if any, must be attached to the reprimand or warning notice.

### 12.4 Types of Disciplinary Action

- 12.4.1 Demotion: A unit member may be demoted to a lower salary classification for cause and in accordance with this procedure.
- 12.4.2 Suspension: A unit member may be suspended for cause and in accordance with this procedure for a period of up to thirty (30) days without pay.
- 12.4.3 Dismissal: A unit member may be dismissed for cause and in accordance with this procedure.
- 12.4.4 Involuntary Transfer: Any reassignment without the unit member's



voluntary consent.

12.5 In Writing

Since disciplinary action is a very serious matter, cause shall be determined to exist if evidence has been submitted in writing to the unit member and the unit member's supervisor. Unsubstantiated hearsay or verbal complaints shall not be considered as evidence of cause.

12.6 Disciplinary Causes

A permanent unit member may have disciplinary action taken for any of the following causes:

1. Unauthorized absence
2. Conviction of a crime
3. Incompetency or inefficiency
4. Insubordination
5. Neglect of duty
6. Intoxication while on duty; drinking or possession of alcoholic beverages on the job
7. Illegal use, possession, sale or otherwise furnishing or being under the influence of any controlled substance as defined by the Health and Safety Code
8. Conviction of a sex offense as defined in the Education Code
9. Conviction of a narcotic offense as defined in the Education and Penal Code
10. Disorderly or immoral conduct while on duty
11. Willful violation of District policy and regulations or of an order made by the unit member's immediate supervisor or by a District Administrator
12. Willful violation of the State law(s) while on duty
13. Negligent or willful damage to District property or waste of public supplies or equipment
14. Willful falsification of application
15. Dishonesty while on duty or in employment related matters
16. Repeated unexcused tardiness or absences
17. Inability to work harmoniously with other unit members of the District
18. Discourteous treatment of the public, fellow unit members or students
19. Evident unfitness for service
20. Failure to maintain licenses or certificates required for the position
21. Misappropriation of District funds or property

12.7 Recommendation of Disciplinary Action: Notice

The Superintendent shall recommend disciplinary action to be taken against a

permanent classified unit member to the Board of Trustees. The unit member shall be entitled to a hearing before the Board of Trustees prior to imposition of disciplinary action by the Board. The hearing shall be held within a reasonable period of time, but not less than five (5) workdays after the filing of a request for a hearing. The Superintendent shall serve written notice on the unit member, either by personal service or by certified mail. Said notice shall contain the following:

- 12.7.1 A statement of the specific charges against the unit member including:
- a. A statement in ordinary and concise language of the specific acts and/or omissions upon which the disciplinary action is based.
  - b. A statement of the cause for the recommended disciplinary action. If it is claimed that the unit member has violated a District regulation or order, that regulation or order must be set forth.
  - c. A statement of the disciplinary action that is being recommended.
  - d. A statement of the unit member's right to a hearing on the charges and to be represented at such hearing by a representative of his/her choice.
  - e. The right to have such hearing conducted in open or closed session.
  - f. A statement of the time within which the unit member may request a hearing which shall not be more than five (5) workdays after service of the notice to the unit member. This notice shall be effective upon personal service or deposit with the United States Postal Service. The notice shall be accompanied by a form which, when returned by the unit member, shall constitute a demand for a hearing and a denial of all charges. Failure to request a hearing in writing within the specified time shall be deemed to be a waiver of the right to hearing.

## 12.8 Access to Material

The unit member or his/her authorized representative may, upon request, have copies of the material upon which the charges are based.

## 12.9 Hearing Before Board of Trustees

- 12.9.1 The hearing shall be conducted by the Board of Trustees.
- 12.9.2 The unit member may be represented at the hearing by a representative chosen by the unit member.
- 12.9.3 The hearing shall be in closed session unless a public hearing is requested by the unit member.
- 12.9.4 The unit member shall have the right to personally appear and testify, to call or through a representative call witnesses, and to examine, cross-examine and impeach any witness. Witnesses shall be sequestered and called individually and excused after testifying, if so requested by the unit member.
- 12.9.5 The unit member may present such affidavits, exhibits, and other evidence as the hearing board deems pertinent to the inquiry.

## 12.10 Results of Hearing: Decision

- 12.10.1 The burden of proof shall remain with the District.
- 12.10.2 The Board shall render a decision as soon as possible after the hearing is completed and adopt it at that meeting or the next meeting.
- 12.10.3 A copy of the written decision by the Board shall be sent to the unit member and his/her representative no later than five (5) workdays after it is adopted. The decision shall include findings of fact and determination of issues by the Board of Trustees.

## 12.11 Suspension With Pay

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

## **Article 13 | GRIEVANCE PROCEDURE**

### **13.1 Definitions**

- 13.1.1 For the purposes of this Agreement, "grievance" means a claim by the Association or a unit member that there has been a misinterpretation, misapplication, claim of breach, or violation of this Agreement.
- 13.1.2 A "day" is any day in which the central administrative office of the District is open for business.
- 13.1.3 The "immediate supervisor" is the person having immediate supervisory jurisdiction over the grievant.
- 13.1.4 A "grievant" is a member of the bargaining unit or the California School Employees Association and its Bennett Valley Chapter #156.

### **13.2 Step 1**

- 13.2.1 Within fifteen (15) days from the time the unit member believes there is cause for a grievance, the immediate supervisor shall be contacted, with or through his grievance representative, in an attempt to resolve the matter. If, after the discussion with the immediate supervisor, the unit member and/or the grievance representative do not believe the grievance has been properly adjusted, the grievance may be reduced to writing and served on the immediate supervisor within ten (10) days of the discussion meeting. The grievance statement should include the following:
  - a. A statement of the grievance indicating the question raised by the grievance.
  - b. The section(s) of the contract that has/have been misinterpreted, misapplied, breached, or violated.
  - c. The remedy or correction sought from the District.
  - d. The date and time of presentation shall be affixed thereto and signed as received by the immediate supervisor.
- 13.2.2 The immediate supervisor shall give a written response to the grievant within ten (10) days from the time the written grievance is received. The supervisor's answer shall include a complete statement of his/her position, the facts upon which it is based, and the remedy offered.

### **13.3 Step 2**

- 13.3.1 In the event the grievant is not satisfied with the decision at Step 1, he/she may appeal the decision to the Superintendent within ten (10) days after receiving the Step 1 decision. The written appeal shall contain a copy of the original grievance, the decision rendered at Step 1, and a concise statement of the reason for the appeal.
- 13.3.2 The Superintendent shall confer with the grievant and shall communicate a decision in writing to the grievant, with a copy to the Association and the immediate supervisor, within ten (10) days after receiving the appeal.

13.4 Step 3

- 13.4.1 In the event the grievant is not satisfied with the decision at Step 2, the grievant may, within ten (10) days, request mediation (Step 3) by serving notice to the District. This step will provide mediation to assist in resolving the grievance. A state mediator or other representative from the State Mediation and Conciliation Service shall be used at no cost to either party.
- 13.4.2 Mediation will be scheduled as soon as possible. The mediator shall have the authority to meet separately with either party but shall not have the authority to compel the resolution of the grievance.

13.5 Step 4

- 13.5.1 In the event the grievant is not satisfied with the resolution of the grievance at Step 3, he/she may appeal the decision by submitting a statement on the appropriate form to the Board of Trustees within ten (10) days after the mediation session. This statement shall include a copy of the original grievance and appeals, the decisions rendered, and a clear, concise statement of the reason for the appeal.
- 13.5.2 The Board shall notify the grievant that he/she may appear before the Board in closed session no later than the Board's next regular meeting after the appeal has been filed as long as there are at least seven (7) workdays between the appeal and the Board meeting.
- 13.5.3 The Board's decision shall be rendered within ten (10) days after the hearing of the appeal. The Board's decision shall be rendered in writing and shall be final and binding on all parties to the grievance.

13.6 Representation

- 13.6.1 A unit member may request the Association to represent him/her at all stages of the grievance procedure; however, no unit member shall be required to be represented by the Association in processing the grievance.
- 13.6.2 Neither the Association nor the District shall take any reprisals or unlawfully discriminate against any unit member for exercising rights under this Article.
- 13.6.3 If a unit member pursues a grievance without the intervention of the Association beyond Step 1, the grievance shall not be considered resolved until the Association has received notice of the grievance and the proposed resolution and has been given an opportunity to file a written response.
- 13.6.4 The CSEA President and CSEA representatives shall have the authority to settle grievances on behalf of the aggrieved party(s).
- 13.6.5 The grievant shall be entitled to reasonable release time to prepare and process a grievance during normal working hours.
- 13.6.6 CSEA shall not be liable for any costs incurred by any unit member who elects to represent himself/herself in the grievance procedure. Any unit member electing to represent himself/herself in this grievance procedure shall be liable for any and all costs incurred.

13.7 Time Limits

- 13.7.1 Failure by a grievant to meet a deadline set in this policy shall terminate the grievance and the grievant shall not have the right to re-file on the same set of facts.
- 13.7.2 Failure by the District to meet a deadline set in this policy shall allow the grievant the right to proceed to the next level of the grievance procedure.
- 13.7.3 Time limits in this Article may be extended by mutual agreement of the parties.

## Article 14 | HOLIDAYS

- 14.1 Unit members shall be entitled to the following paid holidays provided they are in a paid status for any portion of the workday immediately preceding or succeeding the holiday:
- New Years Day
  - Martin Luther King Jr. Day
  - Lincoln Day
  - Washington Day
  - Memorial Day
  - Juneteenth
  - Independence Day
  - Labor Day
  - Veterans' Day
  - Thanksgiving Day
  - The Day Following Thanksgiving
  - Day Christmas Day
- 14.2 Unit members who are not normally assigned to duty during the school holidays of December 25 and January 1st shall be paid for those holidays provided that they are in a paid status for any portion of the workday of their normal assignment immediately preceding or succeeding the holiday period.
- 14.3 Every day appointed or proclaimed by the President of the United States or the Governor of this State as a day of public fast, thanksgiving or holiday shall be a holiday for classified unit members.
- 14.4 When a holiday falls on a Sunday, the following day not a paid holiday shall be deemed the paid holiday. When a holiday falls on a Saturday the preceding workday not a paid holiday shall be deemed the paid holiday.

## **Article 15 | VACATION**

- 15.1 Twelve (12) month unit members shall receive ten (10) days of paid vacation for their first four (4) years of employment. Commencing with their fifth year of service unit members shall receive fifteen (15) days of paid vacation; commencing with their tenth year of service, unit members shall receive sixteen (16) days of paid vacation; commencing with their eleventh year of service unit members shall receive seventeen (17) days of paid vacation; commencing with their sixteenth year of service, unit members shall receive eighteen (18) days of paid service; commencing with their nineteenth year of service, unit members shall receive nineteen (19) days of paid vacation; and commencing with their twentieth year of service, unit members shall receive twenty (20) days of paid vacation.
- 15.2 All less than twelve (12) month unit members shall receive prorated vacation benefits.
- 15.3 Vacations shall be scheduled at any time during the school year by mutual agreement between the unit member and the administrator. Ten-month unit members may not take vacation during days in which school is in session.
- 15.4 For twelve (12) month unit members, vacation must be taken within two years from the time it is earned. If the unit member is not able to take his/her vacation within two years from the time it is earned, the unit member shall be paid for the vacation in cash.
- 15.5 A unit member may interrupt vacation to go on sick leave or bereavement leave.
- 15.6 Holidays are not counted as vacation days.
- 15.7 Vacation pay shall be the same as that which the unit member would have received had he/she been working.
- 15.8 Earned vacation shall not become a vested right for purposes of scheduling and taking vacation until completion of the initial six (6) months of employment.



## **Article 16 | SAFETY CONDITIONS**

- 16.1 The District shall provide a safe working environment for bargaining unit members. Unit members will cooperate in maintaining such an environment.
- 16.2 Unit members shall report unsafe working conditions or practices to their immediate supervisor(s).
- 16.3 The District shall investigate all reports of unsafe working conditions and take all reasonable steps to correct the unsafe condition or practice.

## **Article 17 | UNIT MEMBER EXPENSES AND MATERIALS**

### **17.1 Tools**

The District agrees to provide all tools, equipment, and supplies necessary to bargaining unit members for performance of their employment duties.

### **17.2 Examination for Tuberculosis**

A District-paid tuberculosis test shall be provided for all unit members upon initial employment with the District and every four (4) years thereafter.

### **17.3 Physical Examinations**

The District shall provide the full cost of any medical examination required as a condition of employment or continued employment.

### **17.4 Fingerprinting**

The District shall reimburse unit members for the cost of being fingerprinted.

### **17.5 Hepatitis “B” inoculations**

The District shall reimburse unit members for the cost of Hepatitis “B” inoculations if done at the County Public Health Department or equivalent cost if done elsewhere.

### **17.6 Maintenance & Custodial Footwear**

The District agrees to reimburse maintenance and custodial staff up to \$150 a year for necessary footwear.

## **Article 18 | NO DISCRIMINATION**

- 18.1 The District shall not discriminate against any unit member on the basis of race, sex, creed, religion, color, national origin, age, sexual orientation, domicile, marital status, disability, veteran status, or membership in any unit member organization nor for the lawful exercise of his/her constitutional rights.

## **Article 19 | CONCERTED ACTIVITIES**

- 19.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 19.2 The District shall not lock-out unit members during the term of this Agreement.

## **Article 20 | WAGES**

### **20.1 Salary**

20.1.1 Whenever the Superintendent determines there is a bilingual need at any of the locations in the District and designates such positions as bilingual such unit members who are so designated and assigned shall receive an annual stipend.

20.1.2 Stipend rates are reflected in Appendix A-1.

### **20.2 Pay Checks**

All regular paychecks of unit members shall be itemized to include all deductions authorized by the unit member. Unit members will be paid once per month payable on or before the last workday of the month. If the normal workday falls on a holiday, the paycheck shall be issued on the preceding workday. Unit members may have their payroll warrants deposited directly to a financial institution of their choice pursuant to Sonoma County Office of Education regulations.

### **20.3 Payroll Errors**

Unit members shall be notified in advance, whenever possible, of any payroll change, additional deduction, or error. Any payroll error resulting in insufficient payment for a unit member shall be corrected and a supplemental check issued within five (5) working days.

### **20.4 Lost Checks**

Any paycheck for a unit member, which is lost or stolen, shall be replaced promptly upon notification to the District Office.

### **20.5 Promotion**

A unit member receiving a promotion shall be placed on the step of the new range which will result in an at least a five (5) percent increase in salary.

### **20.6 Anniversary Date**

Unit members shall advance on step and longevity on July 1 of every school year, if eligible.

### **20.7 Mileage**

The Board of Trustees shall reimburse unit members at the District approved mileage rate for the use of their automobiles when they are on District-approved business.

### **20.8 Meals**

Any unit member who, as a result of a work assignment, has authorization to have meals away from the District shall, at the earliest possible date, be reimbursed at the prevailing District rate for the cost of the meal.

### **20.9 Lodging**

Any unit member who, as a result of a work assignment, had authorization to be lodged away from home overnight shall, at the earliest possible date, be

reimbursed by the District for the full cost of such lodging.

20.10 Working Out of Classification

If a unit member works outside of his/her classification and performs the duties of a higher classification for a period of one (1) or more consecutive days, the salary of the unit member shall be adjusted for the entire period. A unit member performing the duties of a higher classification shall: a. Be placed on step one (1) of the higher classification, or b. Receive his/her current rate of pay plus five (5) percent, whichever is greater.

20.11 CPR Training

For unit members participating in CPR training compensation will be made based on the hourly rate for hours outside the unit member's regular duty day.

20.12 Initial Salary Placement

The Superintendent has discretion to initially place a new employee at Step 4 of the Classified Salary Schedule based on like experiences.

20.13 Anniversary Bonus

Employees shall receive a one-time \$500 bonus upon their tenth anniversary in the district, and a one-time \$1,000 bonus upon their twentieth anniversary in the District.

## **Article 21 | HEALTH AND WELFARE BENEFITS**

- 21.1 For full-time unit members (six (6) hours per day or more) the District shall provide a dollar cap of \$540/month for single, \$640/month for Employee + 1, or \$715/month for family to provide coverage toward the unit member's medical and dental plans. Benefits are prorated for employees who work less than 6 hours per day.
- 21.1.1 For all unit members, whether part-time or full-time, the District will pay fully the cost of employee-only Vision Service Plan C. Such cost shall not be part of the cap referenced above.
- 21.2 Less than full-time (six (6) hours/day) unit members shall receive that proration of the cap as the number of hours they work per day bears to eight (8).
- 21.3 Less than twelve (12) month unit members shall receive the same proration of the cap during the summer as they do during the school year.
- 21.4 Upon retirement (defined as at least fifty years of age and five years of service in the District), unit members shall be entitled to continue enrollment in District health plans at their own expense.
- 21.5 Should a unit member terminate employment for reasons other than retirement, he/she shall be entitled to continue benefit coverage under COBRA provisions for a period not to exceed eighteen (18) months. The unit member shall pay the full premiums for the continued coverage.

## **Article 22 | SEVERABILITY**

- 22.1 If any provision(s) of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- 22.2 In the event of a suspension or invalidation of any article or section of this Agreement, the parties agree to meet and negotiate, upon request, for the purpose of arriving at a mutually satisfactory replacement for such article or section.



## **Article 23 | COMPLETION OF MEET AND NEGOTIATIONS**

- 23.1 This document constitutes the complete Agreement between the parties and concludes negotiations for the term of this Agreement, except as set forth in the reopeners or as otherwise required by this Agreement.

## Article 24 | DURATION

### 24.1 Duration

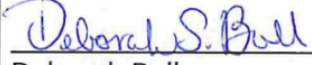
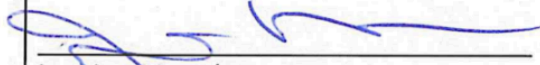
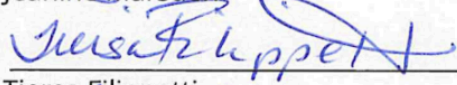
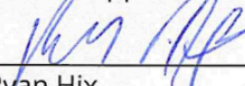
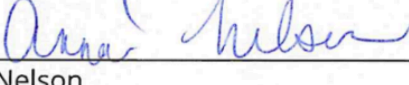
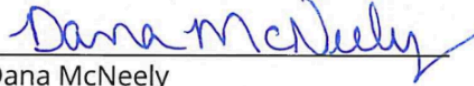
This contract shall remain in full force and effect from November 1, 2022 through October 31, 2025

### 24.2 Reopeners

2022-23: Article 20, 21, and two openers for each party

2023-24: Article 20, 21, and two openers for each party

2045-25: Successor Contract

FOR DISTRICT	FOR CSEA, CHAPTER 156
 Deborah Bull President, Board of Trustees	 Jeanine Marsden
<u>10/11/2023</u> Date	 Tiersa Filippetti
	 Ryan Hix
	 Anna Nelson
	 Dana McNeely

BOARD APPROVED:

October 11, 2023

# Bennett Valley Union School District

## Classified Salary Schedule

2023/24

6.17% COLA

Class	Year 1 Step 1	Year 2 Step 2	Year 3 Step 3	Year 4 Step 4	Year 5 Step 5	Year 6 Step 6	Year 8 Step 7	Year 10 Step 8	Year 15 Step 9	Year 20 Step 10
A	\$17.20	\$17.32	\$17.51	\$17.80	\$18.70	\$19.63	\$20.63	\$21.65	\$22.74	\$23.88
B	\$17.31	\$17.66	\$18.30	\$19.22	\$20.17	\$21.18	\$22.24	\$23.36	\$24.53	\$25.76
C	\$17.63	\$18.52	\$19.45	\$20.41	\$21.44	\$22.51	\$23.63	\$24.81	\$26.05	\$27.36
D	\$19.83	\$20.83	\$21.88	\$22.96	\$24.11	\$25.32	\$26.60	\$27.91	\$29.32	\$30.78
E	\$20.81	\$21.84	\$22.94	\$24.09	\$25.29	\$26.55	\$27.87	\$29.27	\$30.74	\$32.27
F	\$21.12	\$22.18	\$23.27	\$24.45	\$25.67	\$26.95	\$28.29	\$29.71	\$31.21	\$32.77

### Classes

- A Instructional Paraprofessional: Supported Reading Block, Primary Intervention Program Aide, District Messenger Clerk, Clerical Aide, Instructional Support Clerk
- B Yard Duty Supervisor, Study Hall Supervisor, Lunch Bunch Supervisor, Food Service Worker, Clerical Support Clerk, Homework Club Supervisor
- C District Copy Clerk, District Copy, Order Processing Clerk and Health Assistant/Special Needs Support
- D Lead Food Service Worker and Instructional Paraprofessional: Transitional Kindergarten
- E Instructional Paraprofessional: Library, Title I, English Language Learner Support, Physical Education, Special Education, Bilingual, iTeam, Student Support
- F Office Manager, Office Relief Manager, Custodian, Groundskeeper, Assistant Groundskeeper/Custodian, Instructional Paraprofessional: Computer Lab, IT Support Paraprofessional, Student Services Technician

# Bennett Valley Union School District

## Classified Salary Schedule

2022/23

8% COLA

Class	Year 1 Step 1	Year 2 Step 2	Year 3 Step 3	Year 4 Step 4	Year 5 Step 5	Year 6 Step 6	Year 8 Step 7	Year 10 Step 8	Year 15 Step 9	Year 20 Step 10
A	\$16.20	\$16.31	\$16.49	\$16.77	\$17.61	\$18.49	\$19.43	\$20.39	\$21.42	\$22.49
B	\$16.30	\$16.63	\$17.24	\$18.10	\$19.00	\$19.95	\$20.95	\$22.00	\$23.10	\$24.26
C	\$16.61	\$17.44	\$18.32	\$19.22	\$20.19	\$21.20	\$22.26	\$23.37	\$24.54	\$25.77
D	\$18.68	\$19.62	\$20.61	\$21.63	\$22.71	\$23.85	\$25.05	\$26.29	\$27.62	\$28.99
E	\$19.60	\$20.57	\$21.61	\$22.69	\$23.82	\$25.01	\$26.25	\$27.57	\$28.95	\$30.39
F	\$19.89	\$20.89	\$21.92	\$23.03	\$24.18	\$25.38	\$26.65	\$27.98	\$29.40	\$30.87

### Classes

- A Instructional Paraprofessional: Supported Reading Block, Primary Intervention Program Aide, District Messenger Clerk, Clerical Aide, Instructional Support Clerk
- B Yard Duty Supervisor, Study Hall Supervisor, Lunch Bunch Supervisor, Food Service Worker, Clerical Support Clerk, Homework Club Supervisor
- C District Copy Clerk, District Copy, Order Processing Clerk and Health Assistant/Special Needs Support
- D Lead Food Service Worker and Instructional Paraprofessional: Transitional Kindergarten
- E Instructional Paraprofessional: Library, Title I, English Language Learner Support, Physical Education, Special Education, Bilingual, iTeam, Student Support
- F Office Manager, Office Relief Manager, Custodian, Groundskeeper, Assistant Groundskeeper/Custodian, Instructional Paraprofessional: Computer Lab, IT Support Paraprofessional, Student Services Technician

# Bennett Valley Union School District

## STIPEND SCHEDULE

### STIPENDS:

### **Bilingual, Diabetic Support, Summer School, After School Program, Website Coordinator, Supplemental Office Work**

Classification	Stipend
Bilingual**	\$633 per year
Homework Club Supervisor	\$15.25 per hour – 1 hour per day as scheduled
Summer School Office Manager	Classification F – appropriate step <u>Days and hours as needed</u>
Summer School Special Education Aide	Classification E – appropriate step <u>Days and hours as needed</u>
Summer School Yard Duty/Office Assistant	Classification B – appropriate step <u>Days and hours as needed</u>
Summer School Custodian	Classification F – appropriate step <u>Days and hours as needed</u>
Supplemental office work – special projects, Kindergarten Screening	Classification A – appropriate step
Diabetic Student Support	\$300 per year for assigned support person \$150 per year for assigned back up support person
Rapid Registration	<u>\$18 per hour</u>
Website Coordinator	<u>\$15 per hour</u>

\*\* Bilingual stipends compensate designated employees for the following tasks:

- Written: Translate notes, letters, report card comments, newsletter articles, etc.
- Oral: Telephone contact with Spanish speaking families; translation at conferences, IEP meetings, Study Team meetings, 504 meetings, etc.

*Revised: 2/18/20*

## APPENDIX B | HOURS DESIGNATION

(This document is not up to date and will be revised during negotiations in the 2022-2023 school year.)

JOB TITLE	HOURS	DAYS
<b>CUSTODIAL AND GROUNDS MAINTENANCE</b>		
Custodian (3 positions)	8 hrs/day	235 days
Groundskeeper (1 position)	8 hrs/day	235 days
Assistant Groundskeeper/Custodian (1 position)	8 hrs/day	235 days
Summer Custodian	As Needed	TBD
<b>FOOD SERVICE</b>		
<b>Lead Food Service Worker</b>		
Yulupa	3 hrs 35 min/day	Student days +1
Strawberry	2 hrs 15 min/day	Student days +1
<b>Food Service Worker</b>		
Yulupa Assistant Lead	2 hrs/day	Student days
<del>Yulupa Ticket Taker</del>	<del>1 hr 20 min/day</del>	<del>Student days</del>
Strawberry Assistant Lead	30 min/day	Student days
<del>Strawberry Ticket Taker</del>	<del>30 min/day</del>	<del>Student days</del>
<b>INSTRUCTIONAL PARAPROFESSIONALS</b>		
<b>Computer Lab Paraprofessional</b>		
Yulupa	8 hrs	Student days +3
Strawberry	5 hrs	Student days +3
<b>Library Paraprofessional</b>		
Yulupa	6.5 hrs/day	Student days +4
Strawberry	5.5 hrs/day	Student days +4
<b>Physical Education Paraeducator</b>	22.5 hrs/wk   (4.5 hrs/day)	Student days +1
<b>INSTRUCTIONAL SUPPORT PARAPROFESSIONALS</b>		
Homework Club Supervisor	TBD when funded	TBD
Supported Reading (28 positions)	50 min/block	Student days with 2 days before school and not the last two days of school
Transitional Kindergarten	4.5 hrs/day	Student days+1
Transitional Kindergarten	4 hrs/day	Student days+1
<b>SPECIAL NEEDS INSTRUCTIONAL PARAPROFESSIONALS</b>		
<b>English Language Learner Support Paraprofessional</b>		
Yulupa	5.5 hrs/day (4.0 + 1.5 hrs translation)	Student days +1
Strawberry	2.22 hrs/day	Student days +1
Health Assistant/Special Health Needs Support	Per IEP	Student days +1
Intervention Team Support Instructional Paraprofessional		
Yulupa (2 positions)	2 hrs/day	Student days +1
Intervention Team Support Strawberry	4 hrs/day	Student days +1
Intervention Team Support Strawberry Math (2 positions)	1 hr/day	Student days +1
<b>Special Education Paraprofessional</b>		
Yulupa (1 position)	4 hrs/day	Student days +1
Yulupa (1 position)	5.25 hrs/day	Student days +1
Strawberry (2 positions) (2.4 positions for 13-14 & 14-15)	5.5 hrs/day	Student days +1
Student Support	TBD	TBD annually   based on needs of child
<b>STUDENT SUPERVISORIAL STAFF</b>		
<b>Yard Duty/Study Hall/Lunch Bunch Supervisor</b>		
Yulupa		
Opening (1 position)	1 hr 25 min	Student days
Opening (3 positions)	30 min day	Student days
Recess (10 positions)	30 min day	Student days
Lunch (3 positions)	40 min/day	Student days
Lunch ((4 positions)	55 min day	Student days
Lunch (2 positions)	1 hr 20 min day	Student days
After School/Bus Supervision (1 position)	30 min/day	Student days
Strawberry		
Opening (3 positions)	30 min day	Student days
Recess (5 positions)	30 min/day	Student days
Lunch (1 position)	30 min/day	Student days
Lunch (2 positions)	45 min/day	Student days
Lunch (4 positions)	1 hr/day	Student days
(Includes yard, study hall & lunch bunch stations)		
<b>OFFICE AND CLERICAL STAFF</b>		
District Copy and Order Processing Clerk	TBD when funded	TBD
District Messenger Clerk	30 min/day	Student days
Clerical Support Clerk	2 hrs 20 min/day	2 hrs 20 min/day   Student days +3
Instructional Support Clerk	3 hrs/day	3 hrs/day   Student days +1
Office Manager Strawberry	8 hrs/day	Student days +19
Office Manager Yulupa	8 hrs/day	Student days +20
Office Relief Managers (2 positions)	1 hr/day	Student days
Primary Intervention Program Aide	TBD	TBD
Student Services Technician	8 hrs/day	Student days +6

### **Classified Evaluation Timeline: Frequency**

#### **Probationary Unit Members**

Probationary unit members shall be evaluated at least twice during the probationary period of 12 months—no later than 80 and 160 workdays.

#### **Permanent Unit Members**

Permanent Unit Members shall be evaluated annually\*

**\*Permanent Unit Members with Three Consecutive Satisfactory Evaluations** (unless the immediate supervisors or the unit member opts for an annual evaluation).  
Every other year (by June 1)

### **Classified Evaluation Timeline: Calendar**

	Probationary**	Permanent	Permanent in need of remediation**	Permanent with 3 or more consecutive satisfactory evaluations*
First Evaluation for all Probationary and for Probationary and Permanent Employees in need of Remediation				
November 1 (or after 60 days of work)	Evaluation form sent to employee		Evaluation form sent to employee	
November 15 (or 2 weeks following receipt of evaluation form)	Employee completes self-evaluation and submits it to evaluator		Employee completes self-evaluation and submits it to evaluator	
By December 24 (or the 80 <sup>th</sup> day of work, whichever is first)	Evaluator completes the first evaluation and conferences with the employee		Evaluator completes the first evaluation and conferences with the employee	
Second Evaluation for Probationary; annual evaluation for permanent employees				
May 1	Evaluation form sent to employee	Evaluation form sent to employee	Evaluation form sent to employee	Evaluation form sent to employee
May 15	Employee completes self-evaluation and submits it to evaluator	Employee completes self-evaluation and submits it to evaluator	Employee completes self-evaluation and submits it to evaluator	Employee completes self-evaluation and submits it to evaluator
By June 1 (or the 160 <sup>th</sup> day of work, whichever is first)	Evaluator completes the second evaluation and conferences with the employee	Evaluator completes the annual evaluation and conferences with the employee	Evaluator completes the second evaluation and conferences with the employee	Evaluator completes the annual or biannual evaluation and conferences with the employee*

\*\*Whenever a Performance Remediation Plan is initiated, a follow-up evaluation must be completed within 60 school days.

## Appendix C-1: Classified Personnel Evaluation/Self-Evaluation

School Year:

Name:	Purpose	<input type="checkbox"/>	Self-Evaluation	<input type="checkbox"/>	Administrator's Evaluation	<input type="checkbox"/>	*Teacher's Input
* If teacher input:							
Position:							
	<b>Teacher's Name:</b>						
Site:	<b>Teacher's Signature:</b>						
<b>Status and Type of Evaluation:</b>							
Evaluator:	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> Probationary (New Employee) <input type="checkbox"/> 80 day <input type="checkbox"/> 160 Day <input type="checkbox"/> Annual: Permanent <input type="checkbox"/> Annual: Probationary in New Classification <input type="checkbox"/> Reevaluation: Following Remediation Plan <input type="checkbox"/> Biennial: Permanent with 3 consecutive effective evaluations					
Date:							

Rating Scale: 1= In Need of Remediation 2= Effective 3= Highly Effective

Performance Factors	Rating	Supporting Observations & Evidence
<u>Knowledge of Work</u> Knows and understands job requirements and procedures; applies job knowledge; learns new tasks.		
<u>Quality of Work</u> Neat, accurate, thorough; follows District policies; observes safety rules.		
<u>Productivity</u> Output meets expectations; uses time and resources effectively.		
<u>Cooperation</u> Works effectively with others; assists others as needed; uses proper channels of communication.		
<u>Dependability and Attendance</u> Consistently arrives to work on time; conforms to assigned work and break times; demonstrates consistent and regular attendance; follows through on assignments.		
<u>Attitude/Professionalism</u> Displays interest in work; accepts responsibility; uses respectful demeanor with staff and students.		
<u>Initiative</u> Demonstrates the ability to think and act independently; when appropriate, suggests new ideas or procedures to improve the job or complete assigned tasks.		

A performance rating of 1 (In Need of Remediation) in any area requires supporting comments and specific recommendations for improvement. The evaluator will complete the Performance Remediation Plan with the employee to provide this.



**Overall Performance Rating:**

☐

**In Need of Remediation**

☐

**Effective**

☐

**Highly Effective**

Signature of Evaluator

Date

**Additional evaluator comments on back page**

Signature of Employee

Date

**Additional employee comments on back**

By signing this document, the employee acknowledges having seen and discussed this report with the evaluator. The employee has the right to attach a statement to this report within 10 days of receiving this document.

**Classified Personnel Evaluation/Self-Evaluation**

Additional evaluator comments:

Additional employee comments:

Evaluator's Initials

Date

Employee's Initials

Date

**Appendix C-2**  
**Bennett Valley Union School District**  
**Performance Remediation Plan**

Employee's Name	Position
Site	Date of Evaluation
Evaluator	Position

This document shall be completed by the evaluator as a result of the employee having received an overall performance rating indicating there is a need for remediation in one or more areas of the evaluation. A follow-up evaluation must be completed within 60 school days of the date of the evaluation with a rating of "1" on any area.

1. Description of the improvement required:

2. Action Steps:

a. Actions to be taken by employer to help employee achieve improvement:

b. Actions to be taken by employee to achieve improvement:

3. Timetable for achieving improvement:

4. How improvement will be measured:

5. The consequences of not improving:

6. Date of follow up conference with the employee:

Signature of Evaluator

Date

Signature of Employee

Date

**Performance Remediation Plan**

Additional evaluator comments:

Additional employee comments:

Evaluator's Initials

Date

Employee's Initials

Date

APPENDIX D | CATASTROPHIC LEAVE FORM

RELINQUISHMENT OF SICK LEAVE

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

(Donor)\_\_\_\_\_ has requested that (# of days)\_\_\_\_\_ day(s) of sick leave be transferred from his/her sick leave account to (Recipient)\_\_\_\_\_.

This transfer took place on (Date)\_\_\_\_\_. Donor now has (# of days)\_\_\_\_\_ days of sick leave remaining.

**(This copy to Donor)**

---

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

TO RECIPIENT:

(# of days)\_\_\_\_\_ day(s) of sick leave has been donated. As of (Date)\_\_\_\_\_, you now have (# of days)\_\_\_\_\_ total days as of the above date in your sick leave account.

**(This copy to Recipient)**

APPENDIX E | LEAVE TABLE

PAID/UNPAID	LEAVE	MAXIMUM AMOUNT WHICH CAN BE USED PER YEAR	DESCRIPTION
Paid	SICK LEAVE (one day earned per each month worked)	All Available	Injury or Illness
Paid with sick leave and differential	Pregnancy Disability Leave	Up to 4 months. Dependent upon physician's determination	Disabilities caused/contributed to by pregnancy, miscarriage, childbirth or recovery there from.
Paid with sick leave and differential	Parental Leave	2 days for employees with less than 12 months of district employment  Up to 12 workweeks for employees with 12 month of district employment or more.	Paternity leave
Paid	Personal Necessity Days (called Emergency Leave in Board of Trustees policies) Taken from sick leave	7 days	Additional bereavement, accident to person or property, court appearances, funeral of friend, emergency illness in household.
Paid	Personal convenience	One per year with ability to carryover	Personal Business
Unpaid	Child-Rearing Leave	2 years	After birth or adoption of child, or when other circumstances warrant such leave.
Military pay	Military Leave	as needed	
Paid	Bereavement Leave	5 days (see provisions for more leave)	Death in immediate family
Paid	Jury Leave	n/a	Summoned for jury duty
Paid	Catastrophic Leave	30 days with eligibility	Donated leave to assist ill members
Paid	Association Leave	5 days	Association Reps
Paid	Industrial Accident/Illness Leave	60 days/fiscal year	For some industrial illnesses or injuries
Unpaid	Short Term Leave	up to 30 days	Granted by Superintendent
Unpaid	Extended Leave	Beyond 30 days up to 1 year	Granted by Board
Unpaid	Family Leave Act (Federal Leave Act)	12 weeks in any 12 month period	Birth- adoption -placement in foster care of child; serious illness of employee or child, spouse, or parent of employee.

**Bennett Valley Grievance Form****CSEA Chapter #156**

Bargaining unit employees are requested to complete this form concerning their question, problem or grievance. PLEASE BE SPECIFIC and indicate what solution you desire. Upon completion, return this form to the CSEA representative who provided it or to:

at

Your Name Date

Home Address

Work Location

Work hours | From  to  No. of hours worked per day

Lunch time  Break time

Classification (job title)

Immediate Supervisor

Home Phone ( )  Work Phone ( )

Best time to contact

1. What is your question, problem or grievance? (Attached additional sheet(s) if needed.)

2. Date(s) the above took place

3. Whom have you contacted concerning the above?

4. What is the solution you desire?

Provided that the above request involves an employment relations matter between me and the employer, I request and authorize CSEA to represent me and authorize CSEA access to any records or personnel files dealing with my employment.

Signature

Date

Received by (for CSEA)

Date

Copy sent to unit member by

Date

---

**(To be completed by CSEA representative)**

Action taken:

1. Replied to problem: Date

See attached

2. Initial Interview: Date

See attached

3. Opened file: Date

File No.

4. Referred to:

Date

5. Other