

COLLECTIVE BARGAINING AGREEMENT

between the

ROSS VALLEY SCHOOL DISTRICT

and

**CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION**

and its

GOLDEN HINDE CHAPTER #719

July 1, 2010 to June 30, 2013

(Reflects all changes through June 30, 2012)

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PREAMBLE

This Agreement is made and entered by and between the Ross Valley School District, hereinafter referred to as "District" and the California School Employees Association and its Golden Hinde Chapter #719 or its successor, hereinafter referred to as "CSEA."

The purpose of this Agreement is to promote the improvement of personnel management and the employer-employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment.

ARTICLE I
RECOGNITION

- 1.1 Acknowledgment: The District recognizes CSEA as the Exclusive Representative for the employees in the Classified Unit.
- 1.2 Scope of Representation: The scope of representation shall be in accordance with Government Code Section 3543.2.
- 1.3 The Classified Unit consists of all classified positions excluding management, supervisory and confidential employees as defined by the Educational Employment Relations Act.

ARTICLE II

PAYROLL DEDUCTIONS

2.1 Organizational Security

- 2.1.1 It is the mutual intention of the parties that the provisions of this Article protect the rights of individual workers without restricting CSEA's right to require every bargaining unit employee, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities.
- 2.1.2 Except as expressly exempted herein, all employees in the bargaining unit who do not maintain membership in good standing in CSEA are required, as a condition of continued employment, to pay service fees to CSEA, in amounts that do not exceed the periodic dues of CSEA, for the duration of this agreement.
- 2.1.3 No employee shall be obligated to pay dues or service fees to CSEA until the first of the month following 30 calendar days after the employee first comes into the bargaining unit.
- 2.1.4 Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to CSEA as a condition of employment. However, such an employee shall be required, in lieu of a service fee required by this agreement, to pay sums equal to such service fee to one of the following nonreligious, nonlabor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

2.1.4.1 YES Foundation

2.1.4.2 Marin Educational Foundation

2.1.4.3 Marin Food Bank

Any employee claiming this religious exemption must file a written request for exemption with CSEA, Legal Department, San Jose, CA. If the request is granted, the employee shall, as a condition of continued exemption from the requirement of paying service fees to CSEA, furnish CSEA with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payment.

2.2 Dues and Service Fee Deductions

- 2.2.1 CSEA has the sole and exclusive right to have employee organization membership dues and service fees deducted by the employer for employees in the bargaining unit.
- 2.2.2 The employer shall deduct, in accordance with the CSEA dues and service fee

schedule, dues, service fees or payments to a charity in lieu of service fees from the wages of all employees who are members of the bargaining unit and who have submitted payroll deduction authorization forms to the district. Such authorizations shall remain in effect until expressly revoked in writing by the employee.

- 2.2.3 The employer shall, without charge, pay to CSEA within 15 days of the deduction all sums so deducted, except that the employer shall pay to the designated charity sums deducted in lieu of service fees from the wages of employees whose requests for religious exemption pursuant to this agreement have been approved by CSEA.
- 2.2.4 Along with each monthly payment to CSEA, the employer shall, without charge, furnish CSEA with an alphabetical list of all workers in the bargaining unit, identifying them by name, social security number, months per year in paid status and annual salary, and indicating the amount deducted, if any, and whether such deduction is for dues, service fees or charitable contributions.
- 2.2.5 Nothing contained herein shall prohibit an employee from paying service fees \ directly to CSEA.
- 2.2.6 The employer shall immediately notify the CSEA chapter treasurer if any employee in the bargaining unit revokes a dues, service fee or payment in lieu of service fee deduction authorization.
- 2.2.7 The employer shall deduct and pay to CSEA service fees for each bargaining unit employee who is not a CSEA member in good standing and who is obligated to pay such fees, pursuant to this agreement, unless CSEA notifies the employer that the employee is paying such fees directly to CSEA. A payroll deduction authorizations form shall not be required for such deductions.
- 2.2.8 CSEA will furnish all service fee payers with an adequate explanation of the basis for the fee and the calculation of that portion of the fee which is chargeable to activities related to collective bargaining. CSEA will provide all service fee payers with a reasonably prompt opportunity to challenge this calculation before an impartial decision maker and will deposit into an interest-bearing escrow account all amounts reasonably in dispute while such challenges are pending.

2.3 Hold Harmless

- 2.3.1 CSEA agrees to reimburse the employer, its officers and agents for reasonable attorney's fees and legal costs incurred after notice to CSEA in defending against any court or administrative action challenging the legality of the organizational security provisions of this agreement or the implementation thereof.
- 2.3.2 CSEA agrees to reimburse the employer, its officers and agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organizational security provisions of this agreement or the implementation thereof, provided the employer has complied with the terms of the Article and has promptly notified CSEA of its awareness of such an action.
- 2.3.3 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

2.4 Other Payroll Deductions

2.4.1 The District shall make other payroll deductions, such as Board-approved insurance program premiums, etc., in accordance with State law and the provisions of this Agreement.

ARTICLE III

EVALUATION PROCEDURE AND PERSONNEL FILES

- 3.1 Employees covered by this Agreement will be evaluated by a designated administrator.
- 3.2 Probationary employees shall be formally evaluated at least twice during their six (6) month probationary period. The evaluations shall be completed by the end of the second and fifth months.
- 3.3 Permanent employees shall be formally evaluated no more than once annually.
- 3.4 Both scheduled and unscheduled observations may be part of the evaluation procedure. They will be performed by an administrator designated by the Board.
- 3.5 The written evaluation shall be in three (3) copies and each copy shall be signed by both parties concerned. The signature of the person being evaluated does not indicate that he/she agrees with the evaluation but that he/she has been presented with a copy, had adequate time to review the written evaluation, and that a conference with the evaluator was held. Distribution of the three signed copies is as follows:
 - 3.5.1 One to be presented to the person evaluated.
 - 3.5.2 One to be retained in the administrator's file.
 - 3.5.3 One to be placed in the employee's file in the District Personnel Office.
- 3.6 The written evaluation shall not contain negative comments based on unobserved allegations, unless supported by evidence upon which reasonable persons would rely, and deemed sufficiently serious to warrant inclusion on the District Evaluation Form, Exhibit "C".
- 3.7 The employee has the right to make such written comments as appropriate and attach them to the evaluation.
- 3.8 A copy of material used for evaluation purposes will be given to the affected employee before it is placed in the personnel file. The following statement will be incorporated in the material: "You are notified that this will be placed in your personnel file. You have the right within ten (10) working days of receipt of this letter to provide any written comments and have them attached to a copy of this letter for your file."
- 3.9 Contents of all personnel files shall be kept in strictest confidence. Access shall be limited to official business by authorized personnel.
- 3.10 Such material is not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee, or (3) were obtained in connection with a promotional examination.
- 3.11 Employees shall have the right to inspect their personnel files upon request, provided that

the request is made at a time when such employees are not actually required to render services to the District. Upon inspection an employee may require the Superintendent to remove and destroy any materials which are more than five (5) years old by completing the District Form (see Exhibit "D").

- 3.12 Information of a derogatory nature, except material mentioned in section 3.10 above, shall not be entered or filed unless and until an employee is given notice and at least ten (10) working days to review and comment thereon. The employee shall have the right to enter, and have attached to any such derogatory statements, his/her own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction (E.C. 44031 and 45113).

ARTICLE IV

HOURS AND OVERTIME

- 4.1 Workweek: The normal workweek for full-time employees shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week. The provision shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District. The workweek for part-time employees shall be as set forth by the District.
- 4.2 Workday: The length of the workday shall be designated by the District for each classified assignment. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable number of hours. If at all possible, no employee shall be hired for less than 4 hours per day, 5 days per week, so as not to be deprived of fringe benefits.
- 4.3 Rest Periods: All bargaining unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period, at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof. Rest periods of a total of thirty (30) minutes on evening or special work shifts shall be scheduled to the mutual convenience of the employees and supervisors. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.
- 4.4 Lunch Periods: The District shall provide for each employee working five (5) hours or more, a duty free uninterrupted unpaid lunch period of at least thirty (30) minutes and not to exceed one (1) hour depending upon scheduling at the discretion of the immediate supervisor/principal after consultation with the affected employee. Any change in the length of the lunch period after the start of the school year shall be based on the mutual agreement of the unit member and immediate supervisor/principal.
- 4.5 Overtime: Overtime is defined to include any time required to be worked in excess of eight (8) hours in any one day and in excess of forty (40) hours in any one (1) calendar week, or in accordance with Education Code sections 45128-45131. The employee must obtain approval from the supervisor prior to working overtime. For the purpose of computing the number of hours worked, time during which the employee is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence shall be considered as time worked by the employee. Overtime compensation shall be at the rate of one and one-half times the regular rate of pay of the employee. The use of overtime is allowed only to meet emergency or unusual situations and must be approved by the employee's principal or other supervisor.
- 4.5.1 Upon approval by the immediate supervisor, pay for overtime worked shall be granted or compensatory time off up to 240 hours shall be provided at the rate of one and one-half hours for each hour worked.
- 4.5.2 Overtime for part-time personnel assigned less than 8 hours daily or 40 hours per week shall be, upon approval by the supervisor, paid at the regular rate for each hour worked, or compensatory time at the rate of one hour off for each

hour worked less than 8 hours per day or 40 hours per week. Part-time personnel assigned more than 8 hours daily or 40 hours per week shall be governed by overtime provisions contained in this section. Employee shall be notified of method of compensation prior to overtime worked.

- 4.6 An employee having an average workday of four (4) but less than eight (8) hours per day shall be compensated for any work required to be performed on the sixth or seventh day following the commencement of the workweek in accordance with the overtime provisions contained in section 4.5 above.
- 4.7 Overtime Equal Distribution: Overtime shall be distributed and rotated as equally as possible among employees in the same classification in the bargaining unit within each department.
- 4.8 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.
- 4.9 Standby Time: All on-site standby time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as are other hours worked under this Agreement.
- 4.10 Call Back Time: Any employee 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, regardless of the actual time less than that required to be worked.
- 4.11 Summer School: Classified positions available in the summer school program shall first be offered to District employees.

ARTICLE V

PAY AND ALLOWANCE

- 5.1 Placement in Class: Every bargaining unit position shall be placed in a class on the District Salary Schedule.
- 5.2 Regular Rate of Pay: The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Exhibit "A," which is attached hereto and by reference incorporated as a part of this Agreement. Regular rate of pay shall include any experience increment and/or longevity required to be paid under this Agreement.
- 5.2.1 The Classified Salary Schedule for 2009-10 will be included as Exhibit A-1. It represents a one percent (1.0%) salary schedule increase over the 2008-09 schedule, retroactive to July 1, 2009. In addition, all unit members will receive a one percent (1.0%) off salary schedule payment for 2009-10.
- 5.2.2 The Classified Salary Schedule for 2010-11 will be included as Exhibit A-2. It represents a 0% salary increase over the 2009-10 schedule, retroactive to July 1, 2010.
- 5.2.3 The Classified Salary Schedule for 2011-12 will be included as Exhibit A-3. It represents a 0% salary increase over the 2010-11 schedule, retroactive to July 1, 2011.
- 5.3 Placement on Salary Schedule: The administration shall notify the CSEA unit of salary placement for new employees.
- 5.3.1 Credit may be granted to employees for prior experience within the past five (5) years in the classification for which hired if the candidate has completed one (1) year of related school work. Candidates who have two (2) years of related school work in the classification for which hired will be placed on Step 3. The prior work experience must have occurred within the past five years. A complete year of work experience is at least 75% of the assigned work days for the prior position for which credit is sought.
- 5.3.2 Credit for other than school experience in position similar to one for which application has been made shall be granted up to placement on the third step of the classified personnel salary schedule at the time of hire upon the recommendation of the Administration as determined by the Administration. The experience must be of such a nature that on-the-job training will not be necessary in the position for which the application has been made.
- 5.3.3 Promotion: Any employee in the bargaining unit receiving a job classification promotion under the provisions of the Agreement shall be guaranteed the step placement closest to a 5% increase over their previous step placement or Step 8, whichever is lowest.

- 5.4 Employees shall continue to receive their step increments, including longevity steps, on July 1st of each year.
- 5.5 Longevity: At the beginning of a designated number of years of service with the District, employees shall be eligible for the following longevity steps, on July 1st of each year.

- 10 years - 7% of base pay
- 15 years - 8% of base pay
- 20 years - 9% of base pay
- 25 years - 10% of base pay

Service towards longevity need not be consecutive years providing not more than 39 months intervene between employment periods.

- 5.6 Work Year: The work year is counted as one (1) year of experience for purposes of longevity and advancement on the salary schedule. For employees who work 12 months, 75% of the days the District Office is open will constitute one year of experience. For employees who work only the school year, 75% of the days that are on the adopted school calendar will constitute one year of experience.
- 5.7 Working Out-of-Class: An employee may be required to perform duties inconsistent with those assigned to the position by the District for a period of more than five working days provided that his/her salary is adjusted upward for the entire period he/she is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside his/her normal assigned duties.

(If a new classification is created as a result of a reclassification, its effects including but not limited to its salary shall be negotiated with CSEA.)

- 5.8 Mileage Allowance: Any employee in the bargaining unit required to use his/her vehicle on District business shall be reimbursed at the IRS rate by the District.

Employees who are assigned to more than one school per day shall be reimbursed in accordance with above for travel between arrival at the first assigned location at the beginning of the workday and the last assigned work location of said day or for travel directed by the Administration.

- 5.9 An employee may earn a professional growth salary increment by completing nine semester hours of school courses and/or workshops that have been approved by the Professional Growth Committee and that are appropriate to his position.(See Exhibit “E”)
- 5.10 Bilingual Skills Stipend. Based on the identification of a bilingual need beyond the general requirements of a unit member’s job description, such as translation at conferences or of documents, such unit member who is qualified and approved to fill that need shall be paid a stipend of \$75 per work month. The identification of such bilingual need will be made by the Superintendent/designee for a worksite or district wide. If District Office work is given to a site, the work shall be sent to and picked up from the site. This stipend shall be prorated for positions less than 40 hours per week. The stipend is only for those positions that do not already include this skill as part of their job description and shall not exceed one position per worksite.

ARTICLE VI

FRINGE BENEFITS

6.1 Each full-time employee shall have available a health and welfare allowance as reflected on the Classified Salary Schedule for employee benefits described below:

6.1.1 Commencing October 1, 1992, the District will participate in the Public Employees' Medical and Hospital Care Act ("PEMHCA") through Public Employees' Retirement System (PERS). The District shall contribute for each full time employee \$4.00 per month. (See 6.1.13)

6.1.2 Each employee may choose from the following programs selected by the Governing Board: (X = voluntary participation).

Program/Plan Description	Employee	Dependents
<u>Dental Insurance</u>		
Delta Dental	Required	X
<u>Medical Hospital Plans</u>		
<u>Available under PEHMCA</u>	Must show proof of employee coverage; otherwise, one health plan is required	X
Blue Shield HMO		
Kaiser		
PERSCare		
PERS Choice		
<u>Income Protection</u>		
American Fidelity Assurance	X	N/A
Provident Life & Accident	X	N/A
<u>Life Insurance</u>		
Insurance of North America (INA)	X	X
Equitable Life Assurance	X	X
Occidental Life Assurance	X	X
American Fidelity Assurance	X	X
<u>Cancer Insurance</u>		
American Family Life	X	X
Massachusetts General	X	X
American Fidelity Assurance	X	X

6.1.3 Where the cost of the insurance exceeds the District allocation, a payroll deduction shall be made.

6.1.4 For unit members hired prior to July 1, 2001, the following District paid contributions shall be made:

<u>Unit members who work:</u>	<u>District contribution:</u>
less than 20 hours/week	none
20 hours/week	50% of allowance
greater than 20 hours/week	100% of allowance

In lieu of benefits is available pursuant to the provisions of Article 6.1.6.

6.1.5 For unit members hired July 1, 2001 and after, the following District paid contributions shall be made:

<u>Unit members who work:</u>	<u>District contribution</u>
less than 20 hours/week	none
20 hours/week	50% of allowance
greater than 20 hours/week	pro-rated based on F.T.E.

In lieu of benefits is not available to unit members hired July 1, 2001 and after.

6.1.6 Employees hired prior to July 1, 2001, who provide proof of alternate health coverage and employees whose chosen programs do not cost the full amount of the employee's entitlement as set forth in sections 6.1 and 6.1.5 above may deposit the unused entitlement into a tax sheltered annuity selected by the Association and the District or take the unused entitlement as cash through an IRS Section 125 Plan. However, if the excess entitlement is so small that it cannot be deposited into a tax sheltered annuity, the allocation will revert back to the district general fund as provided for in section 6.1.9 below.

6.1.7 Employees on leave without pay are eligible to continue their health and dental benefits while on leave provided they prepay the premium.

6.1.8 Employees who are less than half-time and therefore ineligible for health and welfare benefits are permitted to pay for their own coverage at the group rates provided they prepay the premiums.

6.1.9 Health and welfare benefit allocations not used will revert back to the District general fund budget.

6.1.10 Subject to approval by the District's insurance carrier, retired employees shall have the right to participate in the employee group dental insurance plan, up to age 65 if not covered by Medicare, to which he or she subscribes provided the retiree pays the entire cost of the plan. When the retiree reaches age 65, he/she may retain dental coverage through COBRA for 18 months provided the retiree pays the entire cost of the plan. At the end of the 18 month period, the employee will be dropped from the District plan.

6.1.11 The District will provide employees access to an I.R.S. Section 125 Plan. The administrator of the Section 125 Plan shall be mutually agreed to between the parties. Time shall be provided to employees for the purpose of registering for the Section 125 Plan.

6.1.12 Health and Welfare Increases

6.1.12.1 The Health and Welfare allowance shall be increased to \$6,986 per year (\$582.17 per month) for each full time unit member (pro-rated for part-time employees) effective January 1, 2010.

6.1.12.2 The Health and Welfare allowance shall be increased to \$7,423.20 per year (\$618.60 per month) for each full time unit member (pro-rated for part-time employees) effective January 1, 2011.

6.1.12.3 The Health and Welfare allowance shall be increased to \$7,920.60 per year (\$660.05 per month) for each full time unit member (pro-rated for part-time employees) effective January 1, 2012.

6.1.13 For qualification eligibility for post retiree health benefit participation with a District contribution, an employee must be at least fifty-five years of age and have a minimum of forty (40) years of service with the District at the time of retirement. This provision shall be effective for all retirements of active employees beginning on or after July 1, 2010.

ARTICLE VII

HOLIDAYS

7.1 Scheduled Holidays: The Schedule of holidays shall be as follows:

12 month employees

10 month employees

1. Independence Day	-----
2. Labor Day	1. Labor Day
3. Veteran's Day	2. Veteran's Day
4. Thanksgiving Day	3. Thanksgiving Day
5. Friday after Thanksgiving	4. Friday after Thanksgiving
6. December 24	4.5 December 24 (1/2 day)
7. December 25	5.5 December 25
8. New Years Eve Day	6. New Years Eve Day (1/2 day)
9. New Years Day	7. New Years Day
10. Martin Luther King Jr. Birthday	8. Martin Luther King Jr. Birthday
11. Lincoln's Birthday Observed	9. Lincoln's Birthday Observed
12. Washington's Birthday Observed	10. Washington's Birthday Observed
13. Memorial Day	11. Memorial Day

7.1.1 For twelve (12) month employees, an in lieu day for Admission Day is reflected above as the ½ day December 24 and ½ day New Years Eve day in addition to another ½ day for each of those dates due to the fact that such 12 month employees are working during the winter period.

7.1.2 For ten (10) month employees an in lieu of day for Admission Day is reflected above as the ½ day December 24 and ½ day New Years Eve Day.

7.2 Additional Holidays: Additional holidays as provided for in Education Code section 45203.

7.3 Holiday eligibility. Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday.

7.3.1 Employees of the bargaining unit who are not normally assigned to duty during the school holidays of December 24 and New Years Eve shall be paid for those two holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

7.4 Weekend holidays: When a holiday listed in this section falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday listed in this section falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

7.5 In any year in which February 29th occurs, unit members who are not instructional year employees, and are in paid status on that day, shall be entitled to take a floating holiday between March 1 and December 31 of that calendar year.

ARTICLE VIII
VACATION PLAN

- 8.1 Eligibility: All employees in the bargaining unit earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis - July 1 to June 30. Earned vacation shall not be a vested right until after six (6) months of service.
- 8.2 Paid Vacation: Except as otherwise provided in this Article, paid vacation shall be used no later than the fiscal year immediately following the fiscal year in which it is earned. Where desired by the employee, the paid vacation shall be granted in the fiscal year which it is earned.
- 8.3 Accumulation: Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedule:
- 8.3.1 Twelve month full-time classified employees shall be granted vacation working days as follows:
- | | |
|-------------------------------------|----------------------------|
| One (1) to Four (4) Years Service: | Twelve (12) days vacation |
| Five (5) to Nine (9) Years Service: | Fifteen (15) days vacation |
| Ten (10) or more Years Service: | Twenty (20) days vacation |
- Vacation time must be arranged with the employee's supervisor.
- 8.3.2 Full-time full year ten-month (school year) classified employees shall be granted an annual vacation equal to thirteen (13) days (pro-rated for less than full-time unit members). Hourly employees working on a continuing basis shall be granted pro-rated paid vacation benefits. This excludes substitutes, short-term employees, part-time playground supervisors, etc.
- 8.3.3 Eleven months full time classified employees shall be granted vacation working days as follows:
- | | |
|-------------------------------------|---|
| One (1) to Four (4) Years Service: | Twelve (12) days vacation |
| Five (5) to Nine (9) Years Service: | Thirteen and three-quarters (13.75) days vacation |
| Ten (10) or more Years Service | Eighteen and one-third (18.33) days vacation |
- In addition to the above schedule of granted vacation eleven month classified employees will also be entitled to twelve (12) days of holidays.
- 8.3.4 Twelve month employees may take whatever accrued vacation time has been earned after having worked six (6) months in the District.

- 8.4 Vacation Pay Upon Termination: An employee in the bargaining unit terminated after six (6) months service shall be entitled to all vacation pay earned and accumulated up to and including the effective date of termination. Likewise, vacation time granted but not earned at the time of termination shall be reimbursed to the District by the employee.
- 8.5 Vacation Postponement
- 8.5.1 If a bargaining unit employee's vacation is scheduled for a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed in accordance with the vacation schedule available at that time.
- 8.5.2 If, for any reason, a bargaining unit employee is not permitted to take all or any part of his/her annual vacation, the amount not taken shall, at the option of the employee, be accumulated for use in the following year or be paid for in cash.
- 8.6 Holidays: When a holiday falls during the scheduled vacation of any bargaining unit employee, such employee shall be granted an additional day of vacation for each holiday falling within that period.
- 8.7 Vacation Scheduling:
- 8.7.1 Vacations shall be scheduled at times requested by bargaining unit employees so far as possible within the District's work requirements.
- 8.7.2 If there is any conflict between employees who are working on the same or similar operations as to when vacation shall be taken (or granted), the employee with the greatest bargaining unit seniority shall be given his/her preference.

ARTICLE IX

LEAVES

- 9.1 Bereavement Leave: Every employee of the bargaining unit shall be entitled to three (3) days of paid leave of absence, or five (5) days if two hundred (200) miles of travel is involved, on account of the death of any member of his/her immediate family. This leave shall not be deducted from sick leave.

The immediate family normally consists of the employee's: husband or wife, children, father, father-in-law, mother, mother-in-law, sisters, brothers, grandparents (of either spouse), grandchildren (of either spouse), son-in-law, daughter-in-law, or any person living in the immediate household of the employee.

- 9.2 Judicial/Court Appearance/Jury Duty: The Board shall grant leave of absence with pay to any employee of the bargaining unit who is subpoenaed to appear in Court for other than personal reasons and/or is called for jury duty. The employee will receive his/her regular salary less any amount received as a result of serving on the jury or as a witness, except reimbursement for mileage, parking, etc.

- 9.3 Absence - Personal Illness or Injury: Every full-time employee of the bargaining unit shall be entitled to twelve (12) days leave of absence for illness or injury, per year, with full pay. This shall apply to persons employed for a full fiscal year. Sick leave is accumulated indefinitely.

9.3.1 In the case of absence due to illness or accident limited to seven (7) consecutive days or less, payment shall be made on the statement of the employee and countersigned by the immediate supervisor who may require verification of the reason for absence. Verification of the reason for absence due to illness or accident in excess of seven (7) working days shall be required. Evidence of the illness or accident must be attested to, in writing, by the attending physician or other competent health advisor, and must be filed with the Superintendent within five (5) days after returning.

9.3.2 In case of illness or accident, employees shall notify their immediate supervisor as soon as possible. Absence reports shall be submitted upon return to work.

9.3.3 Employees working less than a 40 hour week and/or a full fiscal year shall be entitled to that proportion of twelve (12) days leave of absence for illness or injury with pay as their work schedule bears to a full time work schedule.

9.3.4 Summer School: Employees of the bargaining unit assigned at times other than the regular academic year (such as summer school) shall receive, on a pro rata basis, not less than the benefits stated herein. (Ed. Code 45102).

9.3.5 Pay for any day of absence under this Article, shall be the same as the pay which would have been received had the employee served during the day of illness/injury.

- 9.3.6 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each employee. Sick leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.
- 9.3.7 Should an employee resign or retire, his/her total accumulated sick leave may be used in any one of the following ways:
- 9.3.7.1 For resignations:
It may be transferred to another public school employer in the State of California as provided for under Ed. Code provisions;
- 9.3.7.2 For retirements:
It may be credited to the employee's PERS account in accordance with PERS rules and regulations and/or Ed. Code.
- 9.4 Exhaustion of Leave: A person absent because of illness or accident shall for a period of five (5) months receive not less than the difference between his regular salary and the amount paid his substitute. The amount paid the substitute shall in all cases be less than the regular employee's salary. All sick leave, industrial leave, compensatory time, accrued vacation or other available leave that is due to the employee shall be used first.
- 9.5 Association Leave:
- 9.5.1 Release time shall be granted without loss of pay for one (1) CSEA delegate, for up to five (5) days, to attend the CSEA annual conference.
- 9.5.2 When mutually agreed upon between the Superintendent and CSEA, members of The bargaining unit have the right to attend scheduled chapter meetings, commencing one-half hour before the end of the workday.
- Night-time custodians, with prior approval of their building principal, shall be allowed to alter their work schedule to attend scheduled chapter meetings.
- 9.6 Break in Service:
- 9.6.1 All employees on paid absence shall receive vacation holidays and sick leave credit, accrue seniority, and be eligible for health and welfare benefits.
- 9.6.2 Employees on unpaid leave, approved by the Board, or employees with 39-month reemployment rights shall, on their return, retain seniority rights and step position on the salary schedule which they held at the beginning of the leave. Such employees shall retain accrued sick leave but shall not receive vacation, holiday or sick leave credit or accrue seniority. They may retain health and welfare coverage by paying the premiums.
- 9.6.3 Employees on unpaid sick leave shall be eligible for health and welfare benefits for a period of thirty (30) days. At the end of this period, they may retain health and welfare coverage by paying the premiums for as long as they remain employees of the District. The District may require a certificate from the doctor.

9.7 Leave for Family and Medical Reasons:

Pursuant to the Federal Family and Medical Leave Act of 1993 (29 U.S.C. SS 2601 et seq.) and the California Family Rights Act (Government Code section 12945.2), employees may be eligible for up to 12 weeks of either paid or unpaid family care and medical leave, depending upon the employee's circumstance. The District will comply with all mandated provisions under these Acts. (Refer to Board Policy, Exhibit "F".)

9.8 Personal Necessity Leave:

An employee may use a maximum of 9 (nine) days of sick leave annually for cases of personal necessity, including any of the following:

- 9.8.1 Accident, involving his person or property, or the person or property of a member of his immediate family.
- 9.8.2 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or official order.
- 9.8.3 Such other reasons which may be prescribed by the governing board and/or other emergency reasons as recommended by the immediate supervisor and approved by the Superintendent. These reasons shall be stated orally or in writing.
- 9.8.4 Other matters of personal importance

The employee shall complete and sign an absence report. This report may be signed after the fact.

9.9 Personal Business Leave:

One (1) day per year for personal business other than illness or accident shall be allowed per year without loss of pay. This leave shall not accumulate from year to year, nor shall it be charged to sick leave. Advanced permission must be granted by the immediate supervisor before the employee uses this leave.

9.10 Other Absences With or Without Pay:

- 9.10.1 Personal absences, without pay, may be granted when recommended by the immediate supervisor and approved by the District Superintendent or designee. Such a leave shall be a temporary separation from the job, and not a reduction of hours.
- 9.10.2 When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the District and the employee.
- 9.10.3 After Exhaustion of All Available Leaves: When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of his position, he shall, if not placed in another position, be placed on a reemployment list for a period of 39 months. When available, during

the 39-month period, he shall be employed in a vacant position in the class of his previous assignment over all other available candidates except for a reemployment list established because of layoff, in which case he shall be listed in accordance with appropriate seniority regulations. An employee who has been placed on a reemployment list as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be subject to dismissal.

9.11 Industrial Accident/Illness Leave:

Industrial Accident or Illness may be defined as any injury or disease arising out of and in the course of employment.

9.11.1 Allowable leave shall be for sixty (60) working days in any one fiscal year for the same accident.

9.11.2 Allowable leave shall not be accumulated from year to year.

9.11.3 Industrial accident or illness leave will commence on the first day of absence.

9.11.4 Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation Laws of this State, exceed the normal wage for the day.

9.11.5 Industrial Accident Leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Worker's Compensation.

9.11.6 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.

9.11.7 The Industrial Accident/Illness Leave is to be used in lieu of other sick leaves. When entitlement to Industrial Accident/Illness Leave has been exhausted, entitlement to other sick leave will then be used but if an employee is receiving Worker's Compensation he shall be entitled to use only that much of his accumulated or available sick leave, accumulated compensatory time, vacation or other available leave, which, when added to the Worker's Compensation award, provide for a full day's wage or salary.

9.11.8 Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee.

9.11.9 During all paid leaves of absence, the employee 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 employee 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.

9.11.10 Exhaustion of Leaves: (see section 9.10.3 above)

9.11.11 The benefits provided by this section are made available to an employee from the date of the first day of service with the District except as provided in the Family Medical Leave Act which requires twelve (12) months of service for eligibility.

9.11.12 Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Board of Trustees authorizes travel outside the State.

9.12 Maternity Leave

A female employee is entitled to leave for disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom for the period of time determined by the employee and her physician. During her period of disability, the employee may use (for up to five school months) her sick leave, both current and accumulated, and/or other available paid leaves, followed by differential pay. An employee on maternity leave will not start using her 12-week period of paid or unpaid family care leave entitlement until after her disability period has ended. The District may, however, count prenatal care visits against the employee's family and medical leave entitlement.

9.13 Paternity Leave:

Employees shall be allowed three (3) days paternity leave for each birth, without loss of pay which shall not be deducted from any other available leaves.

9.14 Military Leave:

Military leave of absence shall be granted as provided for in the Military and Veteran's Code of the State of California. Such leave must be verified by a copy of the military orders requiring military duty.

9.15 Catastrophic Leave

9.15.1 Eligibility and Contributions

9.15.1.1 There will be a maximum of thirty-two (32) days of Catastrophic Leave to be used in a school year for unit members and confidential staff.

9.15.1.2 The Catastrophic Leave Bank shall be administered by a joint committee comprised of three (3) members appointed by the Association and two (2) members appointed by the District.

9.15.1.3 All unit members on active duty with the District are eligible to contribute to the Catastrophic Leave Bank.

9.15.1.4 Participation is voluntary, but requires contribution in order to withdraw from the Bank. Only contributors will be allowed to withdraw.

9.15.1.5 Contributions will be made between July 1 and October 1 of each school year. District shall supply enrollment forms for the Catastrophic Leave Bank to all new unit members.

- 9.15.1.6 The contribution by each participating unit member shall be one (1) equivalent day of sick leave.
- 9.15.1.7 An additional day of contributions may be required of participants if the number of days in the Bank falls below thirty (30) days before the end of the school year.
- 9.15.1.8 If the number of days in the Bank at the beginning of the school year exceeds thirty (30), no contribution shall be required of returning unit members. Those unit members joining the Bank for the first time shall be required to contribute one day to the Bank.

9.15.2 Withdrawals from the Bank

- 9.15.2.1 Catastrophic Leave Bank participants whose sick leave is exhausted may withdraw from the Bank. Catastrophic illness or injury shall be defined as any illness or injury or other verifiable catastrophic situation that incapacitates a unit member or a member of the unit member's family for over ten (10) consecutive duty days which requires the unit member to take time off work. If a reoccurrence occurs within 12 months, it shall be deemed catastrophic after five (5) consecutive days.
- 9.15.2.2 Unit members must use all sick leave available to them before being eligible to withdraw from the Bank.
- 9.15.2.3 Unit members applying to withdraw from the Catastrophic Leave Bank will be required to submit a doctor's statement or other verifiable document indicating the nature of the illness or injury or catastrophe and the probable length of absence from work. The Committee shall keep information regarding the nature of the illness confidential.
- 9.15.2.4 Leave from the Bank may not be used for illness or disability which qualifies the member for workers compensation benefits unless the unit member has exhausted all worker compensation leave, his/her own sick leave, and provided further that the unit member signs over any worker compensation checks for temporary benefits to the District. If there are any worker compensation checks signed over to the District, the Bank will not be charged days, or if charged, will be reimbursed the number of days for which the worker compensation payment is equivalent to a regular day of pay at the negotiated rate for that member. If the District challenges the worker compensation claim, the unit member may draw from the Bank, but upon settlement of the claim the Bank shall be reimbursed the days by the District.
- 9.15.2.5 If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the

participant any funds whatsoever. If the Committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the unit member, in writing, of the reason of denial.

9.15.2.6 Withdrawals shall become effective immediately upon the exhaustion of sick leave.

9.16 Retraining and Study Leave

9.16.1 An unpaid leave of absence for study/retraining may be granted to any full-time classified employee of the bargaining unit.

9.16.2 Such leave of absence may be taken in separate six (6) month periods or in any other appropriate periods rather than for a continuous one (1) year period provided the separate periods of leave of absence shall be commenced and completed within a three (3) year period. Any period of service by the individual intervening between the authorized separate periods shall comprise a part of the service required for a subsequent leave of absence for study or retraining purposes.

9.16.3 Study/retraining leave cannot be granted to an individual who has not served at least three (3) consecutive years preceding granting of the leave.

9.16.4 No more than one study/retraining leave of absence for an employee shall be granted in each three (3) year period.

9.16.5 The District may prescribe standards of service which shall entitle the employee to the leave of absence.

9.16.6 Employees granted an unpaid leave for up to six (6) months will be guaranteed reinstatement and may be replaced with a temporary or substitute employee. At least two (2) weeks prior to returning to the District, the employee on leave shall verify to the Director of Human Resources of his/her intent to return or not return to the District at the end of the approved leave. Failure to provide notice of intent to return to employment shall result in his/her automatic resignation. Employees who are on an approved leave for greater than six (6) months shall not be guaranteed reinstatement by the District but will be placed on the District's thirty-nine (39) month rehire list. Priority to reinstatement shall only occur after laid off employees' rehire rights and other employees who have reemployment rights.

ARTICLE X

LAYOFF PROCEDURES

- 10.1 A layoff for the purpose of the Article shall be considered as an involuntary separation of a permanent or probationary classified employee from active service due to lack of funds and/or lack of work as a result of a bona fide reduction or elimination of the service performed by any department or when reemployment, reassignment or displacement (bumping) rights of an employee cause such an action. Any reduction in regularly assigned time shall be considered a layoff under the provisions of this Article. Any reduction in regularly assigned time is not a waiver of CSEA's right to negotiate over the decision. Layoffs shall be conducted on a District-wide basis, in reverse order of seniority in the job classification in which the layoff occurs:
- 10.1.1 The employee who has been employed the shortest time in the classification plus higher classifications shall be laid off first.
- 10.1.2 Seniority for employees hired prior to July 1, 1999 shall have their seniority by hours in each classification in which they have served frozen. Those whose hours have been frozen shall then be placed on the seniority list by highest number of hours served in each classification.
- 10.1.3 Seniority for employees hired after July 1, 1999 and thereafter shall be based on first date of paid service in a probationary position.
- 10.1.4 If two (2) or more employees subject to layoff have equal seniority, the determination as to who shall be laid off shall be made on the hire-date seniority with the employee hired first being retained and if that is equal, then the determination shall be made by lot.
- 10.2 When a layoff of classified employees is anticipated by the administration and at least seventy-two (72) hours before any Board action is taken on layoff of classified employees, the District shall notify CSEA in writing by District mail of the proposed action. With such notification, the District will provide CSEA with an updated seniority roster for the classification in which the layoff is anticipated, a list of positions and/or hours to be reduced or eliminated and, for information only, any agenda documents provided to the Board supporting the need for layoff. Upon written request, the District shall meet with CSEA to discuss the proposed layoff and negotiate on the impact of such layoff. It shall be the responsibility of CSEA to designate the specific impact issues within the scope of bargaining.
- 10.3 Employees may challenge their place on the seniority roster by making objections to the Superintendent or designee who shall review the objections and conduct an audit if requested and make the results of such audit known to CSEA and the employee(s). Such challenge shall take place within ten (10) work days from the date the seniority list is sent to the employee(s). For purposes of this Article, a workday is a day when the District Office is open for business.

- 10.4 After a Board action has been taken on a layoff, a written notice of layoff shall be sent by certificated mail to affected employee(s), to their last address given to the District, no less than forty-five (45) calendar days prior to the effective date of layoff. A termination interview with the Superintendent or designee may be scheduled during normal working hours, if requested by the employee at a time mutually agreeable to both parties. A copy of each notice shall be concurrently sent by District mail to the President of the CSEA local chapter or designee:

Such notice shall indicate the layoff date and inform the employee of his/her displacement rights, if any, and re-employment rights.

10.5 Displacement (“Bumping”) Rights

A permanent or probationary classified employee who is laid off from a classification and who has previous service in an equal (same salary range) or lower classification shall have the right to displace (bump) an employee with less seniority in that classification. Seniority, for the purpose of bumping, shall include the total of the previous service in the equal or lower classification, plus service in the classification from which layoff occurs and in higher classification(s). In order to exercise his/her bumping rights, the employee must notify the District within five (5) workdays of receipt of the layoff notice.

- 10.6 A permanent or probationary employee who has been laid off for lack of work or lack of funds and who has no bumping rights, may accept a voluntary demotion to a vacant position in a lower classification or transfer to an equal classification, provided that the employee is qualified to perform the duties thereof. Such employee shall maintain his/her reemployment rights as defined in this Article.

10.7 Substitute or Short-Term Employees

No regular employee shall be laid off from any position while employees serving in a substitute or short-term capacity in positions of the same classification are retained unless the employee to be laid off declines the substitute or short-term assignment.

10.8 Reemployment Rights

Laid off employees are eligible for reemployment in the classification from which laid off for a thirty-nine (39) month period from the effective date of layoff and shall be reemployed in the reverse order of layoff, as vacancies become available.

- 10.9 Laid off employees who, at the time of layoff, took voluntary demotions or voluntary reductions in assigned time shall be at the employee’s option returned to a position in their former classification or to a position with increased assigned time as vacancies become available, and for a period of sixty-three (63) months from the effective date of layoff. Such employees shall be ranked in accordance

- 10.10 An employee who is laid off and is subsequently eligible for reemployment shall be notified by telephone (if possible), and in writing by the District of opening(s). Such notice shall be sent by certified mail to the last address given to the District by the employee. A copy of each notice shall be sent concurrently by District mail to the President of the CSEA local chapter.

- 10.11 An employee on a reemployment list shall have five (5) workdays to respond to an offer of reemployment from the date of its receipt. Any acceptance by such employee of an assignment to a classification lower than the classification from which he/she was laid off or to the same classification but with fewer hours shall not affect his/her original thirty-nine (39) month rights to reemployment in his/her former classification and with the same number of hours.
- 10.12 An employee given an offer of reemployment does not need to accept reemployment to maintain his/her eligibility on the reemployment list provided the employee notifies the District of his/her refusal of reemployment within five (5) workdays from receipt of the reemployment offer. If the employee accepts reemployment he/she must report to work within fifteen (15) calendar days following receipt of the reemployment offer unless a later or agreeable earlier reporting date is indicated on the reemployment offer.
- 10.13 Seniority and step earned to and including the effective date of layoff shall be reinstated to the employee who is subsequently reemployed by the District.
- 10.14 Sick leave hours earned and unused at the time of layoff shall be restored upon reemployment.
- 10.15 Vacation and compensatory time earned and unused at the time of layoff shall be computed and paid off with the final warrant due the employee. A laid-off employee shall continue to be covered by the current District paid fringe benefit program for two (2) months after the effective date of his/her layoff, on the same level as when the employee was on working status. Thereafter, the employee shall be eligible to continue coverage at group rate, at his/her own expense for a period of eighteen (18) months by paying the District for the premiums on a monthly basis.

ARTICLE XI

TRANSFERS, NEW POSITIONS AND VACANCIES

- 11.1 A “transfer” is a move from one location to another location within the District.
- 11.2 The Superintendent shall, subject to the approval of the Governing Board, assign all employees of the District to locations where they are to serve. Such power to assign includes the power to transfer an employee from one location to another within the District when the Superintendent concludes that such a transfer is in the best interest of the District.
- 11.3 An employee desiring a change in assignment shall present such a request to the Superintendent or designee in writing by April 1st. Such requests for change in assignment (transfer) will be considered by the Superintendent or designee at the time that personnel assignments are made for the following school year.
- 11.4 The Superintendent or designee will attempt to complete all personnel assignments for the following school year by the time school is out in June and to notify employees of any transfers necessary or granted. This provision shall in no way limit the Superintendent’s or designee’s power to change an assignment or make a transfer at any time as the needs of the District may dictate. The District shall post all extra hire summer jobs for at least five (5) days prior to the initial closing date of the application.
- 11.5 The District shall notify all employees whenever a new position is created or an existing position becomes vacant. The notification must be posted at all work locations for not less than six (6) working days prior to the initial closing date of the application. An employee shall submit an application in writing for the position. Consideration will be given to all applications from bargaining unit members that are properly submitted and bargaining unit members who meet minimum qualifications shall be given an interview. The District will give every consideration for promotional opportunities for bargaining unit members. However, the final selection for the position is within the sole discretion of the District management.
- 11.5.1 Any employee desiring to be notified of a new position or vacancy while he/she is on leave shall notify the District on the prescribed form. This request must be received prior to the employee beginning the leave. The District shall send a copy of the notification by first class mail on the date the position is posted.
- 11.5.2 The District shall notify in writing all applicants within the CSEA bargaining unit as to the final selection within ten (10) working days of that selection.
- 11.6 Medical Transfers:
- A permanent employee who is determined to be incapable (by his own doctor) of performing the duties of his/her class because of illness or injury, may, at the discretion of the Governing Board, be offered a transfer or reassignment to a position with duties the employee is capable of performing. The employee shall receive the salary established for the position to which he/she is assigned.

- 11.7 Permanent employees who change classification will have a six month probation period. Evaluation of such employees will be made at the end of the second and fifth months. The employee's former position shall be filled by a substitute employee (See Education section 45103) during the probationary period. If the employee who changes classes fails to successfully complete the probationary period, s/he shall be returned to his/her former classification, and the substitute employee shall be released.

ARTICLE XII

GRIEVANCE PROCEDURE

12.1 Definitions:

Grievance: A grievance is defined as an alleged violation, misapplication or misinterpretation of a specific provision of this Agreement filed by an employee, employees or CSEA. It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level. It is the intent of the parties also to encourage as informal and confidential an atmosphere as is possible in the resolution of the grievance.

12.2 Procedure:

12.2.1 Informal Process: An attempt to resolve the grievance through informal conferences between the concerned parties will be made. Every reasonable effort shall be made to resolve the matter quickly and all procedures shall be kept as confidential as possible. If the matter is not settled by the immediate supervisor, the grievance may proceed with the formal process. The informal process shall not last longer than ten (10) working days from the alleged grievance.

12.2.2 Formal Process: The grievant shall complete the informal process before undertaking the formal steps listed in the following sections. All documents, communications, and records dealing with the processing of a formal grievance shall be kept confidential and placed in a grievance file separate from the employee's personnel file.

Step I – Immediate Supervisor

A grievant who wishes to follow the formal process shall present the grievance on the prescribed form to his supervisor and other parties involved within fifteen (15) working days following the act or stated conditions which appear to be the basis of the grievance. The immediate supervisor shall investigate the details of the grievance and confer with the grievant as soon as possible but within seven (7) working days from receipt of the written grievance. The parties shall attempt to resolve the matter amicably.

The decision of the immediate supervisor shall be communicated in writing on the prescribed forms (see Exhibit “G”) to the grievant and other parties involved within five (5) working days following the conference.

Step II – Superintendent

In the event the grievant is not satisfied with the decision at Step I or in the absence of a decision, the grievant may appeal within ten (10) working days after receiving the written decision from the supervisor or from the deadline for receiving it, by submitting the completed prescribed form to the Superintendent. The Superintendent or designee may meet with the grievant within five (5) working days after the receipt of the appeal to review all factors related to the grievance. The Superintendent or designee shall communicate his/her decision to the grievant in writing on the prescribed form within five (5) working days of the meeting with a copy of the decision to all parties involved.

Step III – Request for Fact-Finding

Either party may request mediation through a mediator with the State Mediation and Conciliation Service. However, both parties must agree to go to mediation in order to be effective. In the absence of agreement or if such intervention is not successful, CSEA may proceed to Step III – Request for Fact-Finding.

Step IV - Board of Trustees

Upon receipt of the appeal, together with the documents presented at the lower levels of the grievance, the Board of Trustees shall consider the grievance and review the fact finder's report. The decision of the Board shall be based solely on the written documents. The Board's decision shall be rendered no later than the next regular Board of Trustees' meeting scheduled at least twenty (20) days subsequent to the Board of Trustees receipt of the appeal. The decision of the Board of Trustees shall be final except that no rights of the grievant to further legal action shall be abrogated.

12.3 General Provisions

- 12.3.1 All proceedings under this procedure shall remain confidential unless otherwise dictated by law.
- 12.3.2 Failure, at any step of this procedure, to communicate the decision on a grievance within the specified time limits, shall permit lodging an appeal at the next step of the procedure may be extended by mutual agreement in writing between the parties.
- 12.3.3 A formal grievance not initiated within fifteen (15) working days after the aggrieved party is aware or should have reasonably known of the act or condition on which the grievance is based shall be considered as waived unless it is continuing in nature.
- 12.3.4 Employees on leave shall have twenty (20) working days after returning to active service to file a formal grievance for an act or condition that occurred while they were on leave and for which they have been notified.
- 12.3.5 Any appeal not submitted within the prescribed time after receiving the decision will be waived by the grievant and the decision shall stand, unless an extension has been agreed upon.
- 12.3.6 Either party may be accompanied by a representative of his/her own choosing at any level of this procedure.
- 12.3.7 All formal grievances shall be in writing and signed by the grievant.
- 12.3.8 No reprisals shall be taken by the District against anyone by reason of participation in the grievance procedure, or support of any participant thereto.

ARTICLE XIII

SAFETY COMMITTEE

- 13.1 A Safety Committee shall be formed composed of two (2) members appointed by the District and two (2) members appointed by the CSEA local chapter President. The Committee shall meet at least semiannually to review written complaints regarding health, safety, sanitation, and working conditions in violation of State or Federal laws. The Committee shall make recommendations to the Superintendent concerning improvements in health, safety, sanitation and working conditions.
- 13.2 No employee shall be discriminated against in any way as a result of reporting a condition believed to be in violation.

ARTICLE XIV

DISCIPLINARY ACTION

14.1 Termination of Probationary Employment

At any time prior to the expiration of the six (6) month probationary period, the District may, at its discretion, release a probationary classified employee from district employment. A probationary employee shall not be entitled to a hearing.

14.2 Disciplinary Action

Permanent classified employees shall be subject to disciplinary action (suspension without pay, demotion, dismissal) only for cause. The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

14.2.1 Causes

The following constitutes cause, but not limited to, for disciplinary action against a permanent classified employee:

- 14.2.1.1 Falsifying any information supplied to the school district, including, but not limited to, information supplied on application forms, employment records, or any other school district records.
- 14.2.1.2 Incompetency.
- 14.2.1.3 Inefficiency.
- 14.2.1.4 Neglect of duty.
- 14.2.1.5 Insubordination.
- 14.2.1.6 Dishonesty.
- 14.2.1.7 Drinking alcoholic beverages while on duty or in such close time proximity hereto as to cause any detrimental effect upon the employee or upon employees associated with him/her.
- 14.2.1.8 Addiction to the use of controlled substances.
- 14.2.1.9 Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.
- 14.2.1.10 Absence without leave.
- 14.2.1.11 Discourteous treatment of the public, students, or other employees.

- 14.2.1.12 Willful disobedience.
- 14.2.1.13 Misuse of district property.
- 14.2.1.14 Violation of district, Board or departmental rule, policy, or procedure.
- 14.2.1.15 Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.
- 14.2.1.16 Refusal to take and subscribe any oath or affirmation which is required by law in connection with his/her employment.
- 14.2.1.17 Physical or mental disability, which disability precludes the employee from the proper performance of his/her duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law regulating retirement of employees.
- 14.2.1.18 Unlawful discrimination, including harassment, on the basis or race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age against the public or other employees while acting in the capacity of a district employee.
- 14.2.1.19 Unlawful retaliation against any other district officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to actual or suspected violation of any law of this State or the United States occurring on the job or directly related thereto.
- 14.2.1.20 Any other failure of good behavior during duty hours which is of such nature that it causes discredit to the district or his/her employment.

Except as defined above, no disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee would have disclosed the facts to the district.

14.3 Initiation and Notification of Charges

The District Superintendent or designee may initiate disciplinary action as defined herein against a permanent classified employee. To the extent possible, and based on the specific situation, progressive discipline procedures generally will be employed prior to the initiation of disciplinary action against a classified employee.

Prior to initiating disciplinary action and filing written charges with the Board, the Superintendent or designee shall meet with the employee and review the discipline proposed. If, after such meeting the Superintendent or designee is not persuaded by the employee's responses, the Superintendent shall pursue formal disciplinary action against the employee.

In all cases involving a disciplinary action, the person initiating said action shall file a written recommendation of personnel action with the Board. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address. A copy of such recommendation shall also be provided to CSEA. The recommendation shall include:

14.3.1 A statement of the nature of the personnel action.

14.3.2 A statement of the cause of causes therefore as set forth above.

14.3.3 A statement of the specific acts or omissions upon which the causes are based.

14.3.4 A statement of the employee's right to appeal the recommendation and the manner and time within which his/her appeal must be filed.

14.3.5 A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

14.4 Right to Appeal

The employee may, within five (5) calendar days after receiving the recommendation of disciplinary action described above, appeal by signing and filing the card or paper included with the recommendation or any other written document signed and appropriately filed within the specified time limit.

If the employee against whom a recommendation of disciplinary action has been filed fails to file a notice of appeal within the time specified in these rules, the employee shall be deemed to have waived his/her right to appeal, and the Board may order the recommended personnel action into effect immediately.

14.5 Hearing Procedure

14.5.1 Upon receipt of an appeal from intended disciplinary action, the governing board will consider the appeal, and within thirty (30) days after receipt of the appeal, shall conduct a hearing as provided by law and render judgment to affirm, modify, or revoke the action being appealed.

14.5.2 The employee shall have the right to appear in person on his/her own behalf, with counsel or such representation as he/she considers necessary, and be heard in his/her defense.

14.5.3 All hearings shall be held in closed session of the governing board unless the appealing employee requests an open hearing on his/her written appeal.

14.5.4 The finding and decision of the governing board on the appeal shall be final and conclusive on all parties.

14.5.5 If the evidence presented by the employee sustains all or part of the appeal, the governing board shall order full or part of his/her compensation from the time of dismissal, suspension, demotion or other disciplinary action as it deems appropriate and shall order the employee's reinstatement.

14.5.6 A copy of the written decision by the Board shall be sent to the employee and his/her representative no later than five (5) work days after it is adopted.

14.6 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 an employee with pay by giving a written notice to the employee and to CSEA prior to a hearing being held. However, the procedure for notice, hearing, etc., as provided in this Article shall be followed. The employee 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 XV

CLASSIFICATION/RECLASSIFICATION

- 15.1 Definition: "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. Workload increase will not be considered as a basis for reclassification.
- 15.2 Request for Reclassification: An employee or the District is entitled to request that a position be reclassified. In the case of an employee, the request shall be submitted prior to February 1st of each year to the Human Resources Department. The employee(s) or employer requesting the reclassification shall present his/her facts in writing to the Human Resources Department with any substantiating evidence. (Forms for reclassification requests are available through the Human Resources Department.)
- 15.3 Reclassification Committee: A labor/management reclassification committee consisting of at least two (2) management representatives and two (2) CSEA selected representatives and will convene by April 1st of the year if there are reclassifications to consider. If there are requests for greater than five (5) individuals being considered for reclassification then the process will be forwarded to the formal negotiations process. If five (5) or less, the committee will set up a process to determine if the reclassification request is justified. If the committee determines that a reclassification is justified the salary adjustment or title change will take place the following July 1st or may be made retroactive back to the previous July 1st.
- 15.4 Reclassification Salary: Upon reclassification of a position or class of positions, the position(s) shall be assigned a range at least one range higher than the former range. The incumbent(s) in the reclassified position(s) shall be placed on the step in the new range that reflects not less than a five percent increase. Reclassification shall not change an employee's date of hire (seniority date.)

ARTICLE XVI

JOB DESCRIPTION REVIEW

- 16.1 The District and CSEA have mutual interest in reviewing Job Descriptions for Classified employees on a systematic basis.
- 16.2 CSEA and the District shall meet and review job descriptions for completion by June 1, 2004. The parties shall determine the process used for updating job descriptions.
- 16.3 The Job Description Review Committee shall be composed of two (2) bargaining unit members and two (2) District representatives.

ARTICLE XVII

SAVINGS, COMPLETION OF AGREEMENT, DURATION AND REOPENERS

- 17.1 Savings Clause: 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 here under so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.
- 17.1.1 Replacement for severed provisions: In the event of suspension or invalidation of any article or section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after written notification by either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.
- 17.2 Completion of Agreement: This document comprises the entire Agreement between the District and CSEA on matters within the lawful scope of negotiation. The District and CSEA shall have no further obligation to meet and negotiate during the term of this Agreement except as set forth in this Article and/or required by law.
- 17.3 This Agreement shall become effective July 1, 2010 and continue for a three (3) year period through June 30, 2013. This is a closed contract through June 30, 2012 and shall be reopened for 2012-13, by each of the parties, on Article V, Pay and Allowances, Article VI, Fringe Benefits, and one (1) article of each party's choice. Agreement reached on reopeners shall be incorporated into this Agreement.

FOR THE DISTRICT:

/s/ Marci Trahan, Assistant Superintendent

/s/ September 20, 2011
Date

FOR CSEA:

/s/ Sandy Batanides, CSEA

/s/ September 20, 2011
Date

**ROSS VALLEY SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE
Negotiated Salary Schedule for 2009-2010 School Year**

EXHIBIT A-1

JOB CLASSIFICATION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Inst. Aide/Office Asst./Noontime Supv./Library Aide/Food Svc.Worker	I	12.21 2116	12.82 2222	13.44 2330	14.12 2447	14.80 2565	15.61 2706	16.38 2839	17.20 2981
ESL-CH1 Aide/Inst. Aide II/ Campus Supv./Crossing Guard	II	12.52 2170	13.17 2283	13.79 2390	14.45 2505	15.22 2638	16.00 2773	16.81 2914	17.65 3059
Food Service Coordinator	III	12.84 2226	13.49 2338	14.14 2451	14.84 2572	15.63 2709	16.41 2844	17.23 2987	18.10 3137
Clerk Typist/ Bi-Lingual ESL Aide	IV	13.14 2278	13.79 2390	14.44 2503	15.18 2631	15.97 2768	16.81 2914	17.64 3058	18.53 3212
Print Shop Specialist/Sub Caller	VI	13.79 2390	14.45 2505	15.22 2638	15.99 2772	16.81 2914	17.65 3059	18.53 3212	19.44 3370
Dist. Secretary/Receptionist	VII	14.14 2451	14.84 2572	15.63 2709	16.40 2843	17.24 2988	18.13 3142	19.03 3299	19.98 3463
Custodian	VIII	14.44 2503	15.18 2631	15.97 2768	16.80 2912	17.64 3058	18.54 3214	19.46 3373	20.45 3545
Bldg. Mgr./Spec.Ed-CH I Inst. Asst./Computer Asst./Library Spec.	IX	14.81 2567	15.61 2706	16.39 2841	17.23 2987	18.12 3141	19.03 3299	19.97 3461	20.97 3635
Asst. Head Maintenance	X	15.22 2638	15.99 2772	16.82 2915	17.65 3059	18.56 3217	19.49 3378	20.46 3546	21.48 3723
School Secretary/IMC Coordinator	XI	15.60 2704	16.39 2841	17.23 2987	18.12 3141	19.03 3299	19.99 3465	21.00 3640	22.06 3824
Grounds Maintenance I	XII	15.99 2772	16.81 2914	17.65 3059	18.55 3215	19.49 3378	20.48 3550	21.51 3728	22.60 3917
Grounds Maintenance II/ Student Activities Director	XIV	16.82 2915	17.65 3059	18.56 3217	19.51 3382	20.49 3552	21.53 3732	22.61 3919	23.75 4117
School Administrative Assistant	XV	17.23 2987	18.13 3142	19.03 3299	19.99 3465	21.01 3642	22.09 3829	23.18 4018	24.34 4219
Head Maintenance/Payroll Specialist/Dist. Admn. Asst.	XVI	17.68 3065	18.56 3217	19.51 3382	20.47 3548	21.50 3727	22.55 3909	23.70 4108	24.89 4314
Staff Assistant	XVII	18.13 3143	19.04 3300	20.00 3467	21.03 3645	22.09 3829	23.22 4025	24.37 4224	25.58 4434
Asst. Director of Mtce. & Opns.	XVIII	18.56 3217	19.51 3382	20.49 3552	21.53 3732	22.62 3921	23.77 4120	24.97 4328	26.21 4543
Computer Tech Specialist I Middle School	XIX	19.03 3299	19.97 3461	20.98 3637	22.02 3817	23.12 4007	24.28 4209	25.50 4420	26.77 4640
Student Services Staff Assistant	XXI	19.99 3465	20.98 3637	22.04 3820	23.14 4011	24.29 4210	25.51 4422	26.87 4657	28.12 4874
Accounting Assistant	XXII	20.48 3550	21.51 3728	22.59 3916	23.72 4111	24.91 4318	26.14 4531	27.45 4758	28.84 4999
Computer Tech Specialist II - D.W.	XXIII	21.00 3640	22.06 3824	23.16 4014	24.30 4212	25.52 4423	26.81 4647	28.15 4879	29.56 5124
Fiscal Services Officer	XXIV	22.08 3827	23.21 4023	24.35 4221	25.58 4434	26.86 4656	28.23 4893	29.62 5134	31.11 5392
Payroll Coordinator	XXV	22.41 3884	23.54 4080	24.75 4290	25.97 4501	27.27 4727	28.60 4957	30.05 5209	31.56 5470
Network Manager	XXVI	23.30 4039	24.58 4261	25.90 4489	27.31 4734	28.78 4989	30.30 5252	31.94 5536	33.63 5829

Top Line of Each Range: Pay rate per hour
Bottom Line of Each Range: Pay rate per month (173.33 hours/month)
Longevity Increments:
10th yr - 7% of base pay; 15th yr - 8% of base pay; 20th yr - 9% of base pay; 25th yr - 10% of base pay

Health & Welfare Allowance:
\$6,986.04/year, \$582.17/month—prorated per FTE (Effective 01/01/10)
\$6,722.64/yr, \$560.22/mo—1.0 FTE; prorated per FTE (Effective 01/01/09)
\$6,391.56/yr, \$532.63/mo—1.0 FTE; \$3,195.78/yr, \$266.31/mo—.50 FTE; prorated for FTE (Effective 1/1/08)
\$5,999.04/yr, \$499.92/mo—1.0 FTE; \$2,999.52/yr, \$249.96/mo—.50 FTE; prorated for FTE (Effective 1/1/07)
\$5,472/yr, \$456/mo—1.0 FTE; \$2,736/yr, \$228/mo—.50 FTE; prorated for FTE (Effective 1/1/06)

In Lieu Allowance as Applicable:
\$4,455.00/yr, \$371.25/mo—1.0 FTE; \$2,227.50/yr, \$185.63/mo—.50 FTE; prorated for FTE (Effective 1/1/06)

COLA:
1% Retro to July 1, 2009 on Salary Schedule
1% Retro to July 1, 2009 off Salary Schedule

Board Approved: June 3, 2010

Revised 7/13/10

**ROSS VALLEY SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE
2011-2012 SCHOOL YEAR**

EXHIBIT A-2

JOB CLASSIFICATION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Inst. Aide/Office Asst./Noontime Supv./Library Aide/Food Svc.Worker	I	12.21 2116	12.82 2222	13.44 2330	14.12 2447	14.80 2565	15.61 2706	16.38 2839	17.20 2981
ESL-CH1 Aide/Inst. Aide II/ Campus Supv./Crossing Guard	II	12.52 2170	13.17 2283	13.79 2390	14.45 2505	15.22 2638	16.00 2773	16.81 2914	17.65 3059
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Grounds Maintenance I	XII	15.99 2772	16.81 2914	17.65 3059	18.55 3215	19.49 3378	20.48 3550	21.51 3728	22.60 3917
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Computer Tech Specialist I Middle School	XIX	19.03 3299	19.97 3461	20.98 3637	22.02 3817	23.12 4007	24.28 4209	25.50 4420	26.77 4640
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Accounting Assistant	XXII	20.48 3550	21.51 3728	22.59 3916	23.72 4111	24.91 4318	26.14 4531	27.45 4758	28.84 4999
Computer Tech Specialist II - D.W.	XXIII	21.00 3640	22.06 3824	23.16 4014	24.30 4212	25.52 4423	26.81 4647	28.15 4879	29.56 5124
Fiscal Services Officer	XXIV	22.08 3827	23.21 4023	24.35 4221	25.58 4434	26.86 4656	28.23 4893	29.62 5134	31.11 5392
Payroll Coordinator Bond Admin. Coordinator	XXV	22.41 3884	23.54 4080	24.75 4290	25.97 4501	27.27 4727	28.60 4957	30.05 5209	31.56 5470
Network Manager	XXVI	23.30 4039	24.58 4261	25.90 4489	27.31 4734	28.78 4989	30.30 5252	31.94 5536	33.63 5829

Top Line of Each Range: Pay rate per hour
Bottom Line of Each Range: Pay rate per month (173.33 hours/month)

Longevity Increments:
 10th yr - 7% of base pay; 15th yr -8% of base pay; 20th yr - 9% of base pay; 25th yr - 10% of base pay

Health & Welfare Allowance:
 Effective 01/01/11: \$7,423.20/year, \$618.60/month~prorated per FTE
 Effective 01/01/12: \$7,920.60/year, \$660.05/month~prorated per FTE

Board Approved: September 13, 2011

Revised: 11/18/11

**ROSS VALLEY SCHOOL DISTRICT
Health & Welfare Benefit Comparison 2009-2010**

EXHIBIT B-1

Medical Effective 1-1-10 ~ Dental Effective 10-1-09	Monthly Amounts			
	Employee Only	Employee + One	Employee + Two	
DENTAL (Mandatory)				
Delta Dental (Rates effective thru September 30, 2010)	49.61	101.52	144.85	
MEDICAL UNDER PERS HEALTH BENEFIT (Rates effective thru 12/31/10) (Mandatory ~ Waiver allowed)				Average % of change
Blue Shield HMO	577.33	1,154.66	1,501.06	2.99%
Kaiser	532.56	1,065.12	1,384.66	4.77%
PERS-Care	868.17	1,736.34	2,257.24	15.78%
PERS-Choice	508.74	1,017.48	1,322.72	5.44%
INCOME PROTECTION PLAN (Mandatory ~ Certificated Only)				
The Standard Maximum Premium (Annual Salary \$53,250+)	15.47			
Total Monthly with Kaiser, Delta Dental & The Standard	597.64			

Medical Effective 1-1-09 ~ Dental Effective 10-1-08	Monthly Amounts			
	Employee Only	Employee + One	Employee + Two	
DENTAL (Mandatory)				
Delta Dental (Rates effective thru September 30, 2009)	51.92	106.26	157.61	
MEDICAL UNDER PERS HEALTH BENEFIT (Rates effective thru 12/31/09) (Mandatory ~ Waiver allowed)				
Blue Shield HMO	560.57	1,121.14	1,457.48	
Kaiser	508.30	1,016.60	1,321.58	
PERS-Care	749.83	1,499.66	1,949.56	
PERS-Choice	482.48	964.96	1,254.45	
INCOME PROTECTION PLAN (Mandatory ~ Certificated Only)				
The Standard Maximum Premium (Annual Salary \$53,250+)	15.47			
Total Monthly with Kaiser, Delta Dental & The Standard	575.69			

**ROSS VALLEY SCHOOL DISTRICT
Health & Welfare Benefit Comparison 2010-2011**

Medical Effective 1-1-11 ~ Dental Effective 10-1-10	Monthly Amounts			
	Employee Only	Employee + One	Employee + Two	
DENTAL (Mandatory) Delta Dental (Rates effective thru September 30, 2011)	49.61	101.52	144.85	
MEDICAL UNDER PERS HEALTH BENEFIT (Rates effective thru 12/31/11) (Mandatory ~ Waiver allowed)				% of change
Blue Shield HMO	675.51	1,351.02	1,756.33	17.01%
Kaiser	568.99	1,137.98	1,479.37	6.84%
PERS-Care	893.95	1,787.90	2,324.27	2.97%
PERS-Choice	563.40	1,126.80	1,464.84	10.74%
INCOME PROTECTION PLAN (Mandatory ~ Certificated Only) The Standard Maximum Premium (Annual Salary \$53,250+)	15.47			
Total Monthly with Kaiser, Delta Dental & The Standard	634.07			

Medical Effective 1-1-10 ~ Dental Effective 10-1-09	Monthly Amounts			
	Employee Only	Employee + One	Employee + Two	
DENTAL (Mandatory) Delta Dental (Rates effective thru September 30, 2010)	49.61	101.52	144.85	
MEDICAL UNDER PERS HEALTH BENEFIT (Rates effective thru 12/31/10) (Mandatory ~ Waiver allowed)				
Blue Shield HMO	577.33	1,154.66	1,501.06	
Kaiser	532.56	1,065.12	1,384.66	
PERS-Care	868.17	1,736.34	2,257.24	
PERS-Choice	508.74	1,017.48	1,322.72	
INCOME PROTECTION PLAN (Mandatory ~ Certificated Only) The Standard Maximum Premium (Annual Salary \$53,250+)	15.47			
Total Monthly with Kaiser, Delta Dental & The Standard	597.64			

*Open Enrollment Dates for Medical Coverage: 9/13/2010 to 10/8/2010

*There is no Open Enrollment for Dental Coverage

ROSS VALLEY SCHOOL DISTRICT
Health & Welfare Benefit Comparison 2011-2012

EXHIBIT B-3

Medical Effective 1-1-12 ~ Dental Effective 10-1-11	Monthly Amounts			
	Employee Only	Employee + One	Employee + Two	
DENTAL (Mandatory)				
Delta Dental (Rates effective thru September 30, 2012)	49.61	101.52	144.85	
MEDICAL UNDER PERS HEALTH BENEFIT (Rates effective thru 12/31/12)				% CHG
(Mandatory ~ Waiver allowed)				
Blue Shield Access+ HMO 1021	711.10	1,422.20	1,848.86	5.27%
Kaiser HMO 1041	610.44	1,220.88	1,587.14	7.29%
PERS-Care (Blue Cross PPO) 1221	1,029.23	2,058.46	2,676.00	15.13%
PERS-Choice (Blue Cross PPO) 1061	574.15	1,148.30	1,492.79	1.90%
INCOME PROTECTION PLAN (Mandatory ~ Certificated Only)				
The Standard Maximum Premium (Annual Salary \$53,250+)	15.47			
Total Monthly with Kaiser & Delta Dental	660.05			
Total Monthly with Kaiser, Delta Dental & The Standard	675.52			

Medical Effective 1-1-11 ~ Dental Effective 10-1-10	Monthly Amounts			
	Employee Only	Employee + One	Employee + Two	
DENTAL (Mandatory)				
Delta Dental (Rates effective thru September 30, 2011)	49.61	101.52	144.85	
MEDICAL UNDER PERS HEALTH BENEFIT (Rates effective thru 12/31/11)				
(Mandatory ~ Waiver allowed)				
Blue Shield Access+ HMO	675.51	1,351.02	1,756.33	
Kaiser HMO	568.99	1,137.98	1,479.37	
PERS-Care (Blue Cross PPO)	893.95	1,787.90	2,324.27	
PERS-Choice (Blue Cross PPO)	563.40	1,126.80	1,464.84	
INCOME PROTECTION PLAN (Mandatory ~ Certificated Only)				
The Standard Maximum Premium (Annual Salary \$53,250+)	15.47			
Total Monthly with Kaiser & Delta Dental	618.60			
Total Monthly with Kaiser, Delta Dental & The Standard	634.07			

PLEASE NOTE:

Open Enrollment Dates for Medical Coverage: 10/10/2011 to 11/4/2011 (Changes effective 1/1/12)
 There is No Open Enrollment for Dental Coverage

- Effective 1/1/11 District H&W Allowance Cap for Classified Employees is \$618.60/month and \$7,423.20/year
- Effective 1/1/11 District H&W Allowance Cap for Certificated Employees is \$634.07/month and \$7,608.84/year
- Effective 1/1/12 District H&W Allowance Cap for Classified Employees is \$660.05/month and \$7,920.60/year
- Effective 1/1/12 District H&W Allowance Cap for Certificated Employees is \$675.52/month and \$8,106.24/year

ROSS VALLEY SCHOOL DISTRICT

CLASSIFIED PERFORMANCE APPRAISAL PROCESS DESCRIPTION AND TIMELINE

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

Probationary Performance Appraisal

Two Probationary Performance Appraisals are conducted during the 6-month probationary period for a new hire.

- The first Performance Appraisal is to be conducted within the first 3 months of employment.
- The second Performance Appraisal is to be conducted within the first 6 months of employment. At this time, permanent status will be recommended to be granted or denied.
- Within the first month of employment, the Human Resources Department identifies new classified employees to be evaluated and provides this information to the evaluators.
- By end of the first month, the evaluator meets with the employee to review the evaluation process. Procedures, timelines and expectations are reviewed at that time. This may be done in an individual meeting or in a group session.
- All observations and conferences and the first Classified Performance Appraisal will be completed within the first 3 months of employment and within the first 6 months of employment for the 2nd Classified Performance Appraisal.

The Performance Appraisal Form consists of 12 Evaluation Criteria (the 13th is optional). There is a rating scale to be used for each criterion. The Comments section relates to the 12 (the 13th is optional) Evaluation Criteria; the Commendations and/or Recommendations section relates to overall evaluation; the Employee Comments section provides a place the employee to add comments, if s/he desires.

The employee and the evaluator are required to sign and date the Appraisal form. It is understood that in signing this form, the employee acknowledges having seen and discussed the report. The employee's signature does not necessarily imply agreement with the conclusion of the evaluator.

The completed original Appraisal form is to be forwarded to Human Resources for placement in the employee's personnel file. The employee has a right to submit to the Human Resources Department a written response within 10 days which will be included with his/her evaluation and placed in his/her personnel file.

- Within the first 6 months if recommended for permanent status, the employee will be evaluated the 1st year in permanent status and then no more than once annually.
- Within the first 6 months if not recommended for permanent status, the employee will be released from employment. The administrator/supervisor will coordinate with Director of Human Resources.
- At any time it is determined the employee has not demonstrated satisfactory performance during the probationary period, s/he will be released from employment. The administrator/supervisor will coordinate with the Director of Human Resources.

Permanent Performance Appraisal

A Performance Appraisal is conducted:

- For all permanent employees who previously received a satisfactory evaluation, no more than once annually.
- If it has been **more than** six (6) months since the employee's last evaluation **and** one or more of the following has occurred:
 - a change in performance level
 - a change in job responsibility
 - an unsatisfactory evaluation in the previous period
 - a change in classification.
- By September 15th, the Human Resources Department identifies employees to be evaluated during the school year and provides this information to evaluators.
- By November 1st, the evaluator meets with the employee to review the evaluation process. Procedures, timelines and expectations are reviewed at that time. This may be done in an individual meeting or in a group session.
- If the employee decides to participate in goal setting, by November 30th, the evaluator will schedule and complete a Goal Setting conference with the employee.

Goal Setting offers the employee the opportunity for setting direction for professional growth opportunities s/he would like to undertake during the evaluation period to best serve in the position(s). Reviewing goals at the end of the evaluation period allows the employee to reflect on what s/he has learned and the applicability to the position(s) held.

Performance goals should be mutually established by the employee and the evaluator at the beginning of the Performance Appraisal period. Goal(s) should be specific, measurable, objective, unique to, and attainable for each employee. The goal(s) should be amended if they change during the evaluation period.

Performance Goal(s) are to be written and signed by the employee and evaluator on the Classified Employee's Goal Setting form.

- All observations and conferences and the Classified Performance Appraisal form will be completed by June 1st.

The Performance Appraisal Form consists of 12 Evaluation Criteria (the 13th is optional). There is a rating scale to be used for each criterion. The Comments section relates to the 12 (the 13th is optional) Evaluation Criteria; the Commendations and/or Recommendations section relates to overall evaluation; the Employee Comments section provides a place the employee to add comments, if s/he desires.

The employee and the evaluator are required to sign and date the Appraisal form. It is understood that in signing this form, the employee acknowledges having seen and discussed the report. The employee's signature does not necessarily imply agreement with the conclusion of the evaluator.

The completed original Appraisal form is to be forwarded to Human Resources for placement in the employee's personnel file. The employee has a right to submit to the Human Resources Department a written response within 10 days which will be included with his/her evaluation and placed in his/her personnel file.

- If a permanent employee receives ratings of 2 and/or 3, s/he is to be evaluated the following year and either specific goals or a Support Improvement Program is to be developed and undertaken during the next evaluation period.

For a permanent employee who receives an employment recommendation of "May continue on condition," a Support Improvement Program is to be developed, using the Support Improvement Program form.

If the employee successfully completes the Support Improvement Program, s/he will be evaluated the following year.

If the employee does not successfully complete the Support Improvement Program, s/he will be recommended for dismissal.

Classification Change

- The Performance Appraisal will be conducted within the first 3 months of and again at the end of the second 3 months of the change.
- If the employee receives satisfactory ratings in the classification change, the employee will become permanent in the new classification. The employee will be evaluated the 1st year in the new classification and then no more than once annually.
- If the employee receives unsatisfactory ratings in the classification range, the employee will return to previous classification. The employee will be evaluated the 1st year in returning to previous classification and then no more than once annually.
- At any time during the probationary period of the classification change it is determined the employee has not demonstrated satisfactory performance, s/he will return to previous classification.

ROSS VALLEY SCHOOL DISTRICT

Classified Performance Appraisal

GOAL SETTING

(At the option of the employee)

NAME _____

POSITION _____

SCHOOL _____

SCHOOL YEAR _____

Goal Statement:

Goal Reflection:

_____/_____
Signature of Evaluator Date

_____/_____
Signature of Employee Date

ROSS VALLEY SCHOOL DISTRICT

Classified Performance Appraisal Form

Check the appropriate box below to indicate the type of Performance Appraisal being conducted.

3-Month Probationary Appraisal
 6-Month Probationary Appraisal
 Permanent Performance Appraisal

Employee's name (Last, First, MI)		School/Work Site
Position (Title)		
Date	Performance Period From _____ To _____	Evaluator's Name and Title

The evaluator shall indicate the appropriate rating for each criteria. *Ratings of 2 or 3 in any criteria **must** be supported in the comments section or as an attachment; however, comments are encouraged in all areas.*

RATING: 1 Meets or Exceeds Standards 2 Needs Improvement 3 Unsatisfactory 4 N/A

Evaluation Criteria	Rating
1. Health and Safety Practices	
2. Knowledge of Work	
3. Judgment, Decision Making, and Dependability	
4. Planning and Organizing Work	
5. Quality and Accuracy of Work	
6. Communication	
7. Operation and Care of Equipment/Work Area	
8. Positive Interaction with Peers, Public, and Pupils	
9. Attendance/Punctuality	
10. Work Attitude	
11. Effective Use of Time/Meets Deadlines	
12. Initiative	
13. Skill Enhancement (Optional) (e.g. Participates In Workshops, Committees, Courses Or Self Enhancement To Improve Skills)	

Comments:

OVERALL EMPLOYEE RATING SUMMARY

- Performance meets or exceeds standards
 - Performance needs improvement
 - Performance unsatisfactory
-
-

EMPLOYMENT RECOMMENDATION:**FOR PERMANENT EMPLOYEE ONLY**

- Continue in current position
- May continue on condition (If checked, a Support Improvement Program is to be developed.)

FOR PROBATIONARY EMPLOYEE ONLY

- Continue in probationary status (6-month appraisal)
 - Do not recommend for continued probationary status
 - Recommend Permanent Status
 - Do not recommend Permanent Status
-
-

COMMENTS BY EVALUATOR:

Commendations:

Recommendations:

COMMENTS BY EMPLOYEE:

_____/

Signature of Evaluator

_____/

Date

_____/

Signature of Employee

_____/

Date

It is understood that in signing this form the employee acknowledges having seen and discussed the report. The employee's signature does not necessarily imply agreement with the conclusion of the evaluator. The employee has the right to submit to the Human Resources Department a written response within 10 days which will be included with his/her evaluation and placed in his/her personnel file.

ROSS VALLEY SCHOOL DISTRICT

Classified Performance Appraisal SUPPORT IMPROVEMENT PROGRAM

Employee: _____ School / Position: _____

Duration of Plan: _____
From _____ To _____

Area(s) of Concern:

ACTION	SUPPORT	BY WHEN

Signature of Evaluator / Date

Signature of Employee / Date

ROSS VALLEY SCHOOL DISTRICT

MEMORANDUM

TO: Superintendent, Ross Valley School District

FROM: _____

DATE: _____

SUBJECT: Removal of Materials from Personnel File

Upon inspection of my personnel file on _____, I have determined that
(date)
the materials dated _____
should be removed from my personnel file as per C.S.E.A. Bargaining Agreement Article III,
Section 3.11.

Signature _____

Date _____

ROSS VALLEY SCHOOL DISTRICT

PROFESSIONAL GROWTH AWARDS PROGRAM

FOR

CLASSIFIED EMPLOYEES

I. PROGRAM STATEMENT

It is the policy of the Ross Valley School District to employ and retain the most qualified employees for positions within the classified service. The District encourages all classified employees to participate.

The District recognizes the need for classified employees to increase their knowledge, awareness, and understanding of their responsibilities. The rapidly increasing responsibilities of operating and administering our school district have made it imperative for each classified employee to perform quality service. A high level of accomplishment of all persons is considered essential to the efficient and economical operation of the Ross Valley School District.

The first goal of the professional growth program is to increase the employee's effectiveness in his/her current position; to improve the standard of service of the classified staff; to extend and constantly improve the standards of on-the-job performance of classified employees. A second objective is to develop skills which would enable the employee to qualify for a higher level assignment by providing opportunities for personal growth and opportunities for advancement for all classified employees.

Overall, the Professional Growth Program shall encourage classified personnel to participate in growth-in-service activities, to keep abreast of new developments, techniques, methods, materials and equipment related to their jobs. As an incentive and reward for such voluntary effort, an increment (\$250/year) shall be granted when the employee has earned the required number of growth units (9) by satisfactorily completing recommended courses for his/her classification or other approved in-service growth activities.

It is hereby acknowledged that participation in the Professional Growth Awards Program is entirely voluntary on the part of any employee. Participation in the program shall not be a requirement towards attaining any of the rights, benefits, or burdens accorded bargaining unit employees under the CSEA and RVSD contract.

II. PROCEDURES

A. Committee

1. The Professional Growth Committee will be comprised of four members representing the classified staff and drawing from as many categories as possible, and one representative from the administrative staff.
2. The Committee will evaluate and make recommendations on policies and procedures to implement the Professional Growth Program.
3. The Committee will establish criteria for the approval or disapproval of educational activities, review and recommend employees application for credit and increment. Final approval or disapproval to be made by the Assistant Superintendent.

4. The classified employees on this committee will serve three years with the approval of the Superintendent. The Chairperson shall be elected annually by the committee. Initially, the incoming members will draw lots for one year, two years, or three years so that there will be a continuity of their membership.
5. The committee will meet as necessary throughout the school year (beginning in September and ending in June).
6. The committee will evaluate requests on the basis of the following criteria:
 - a. Relationship of requested activity to job requirements.
 - b. Potential value to the District.
 - c. Relationship to promotional goals of the employee.
 - d. Activity occurs outside the work schedule.

B. Employee Eligibility

1. To be eligible to apply for Professional Growth, a classified employee must:
 - a. Give satisfactory service in the position to which he/she is assigned.
 - b. All permanent classified employees assigned to work 1/2 time or more are eligible to enter the Professional Growth Program.
 - c. Any employee who is on a leave of absence as a full-time student will not be eligible to participate in the program until return to active employment; nor will future credit be granted for courses taken during that leave.
 - d. All courses and workshops for which an employee receives credit must be taken on the employee's time and at the employee's expense.

Credit will not be allowed for attendance or participation if the District provides reimbursement of 50% or more of actual and necessary expenses, including mileage. Nor shall credit be applied if employee is being paid for regular service to the District at the same time. Employees may not apply for tuition reimbursement for course work which is applied to Professional Growth credit.

2. It shall be the responsibility of the classified employee to apply for Professional Growth units and verify completion of course work by official transcripts, if issued, or letter from course instructor indicating satisfactory completion of course or class. Courses must be completed to receive credit, with a passing grade of "C" or better.
 - a. Course work will either be related to improvement of job performance in the position occupied by the employee, or to meeting the requirements of a position to which the employee aspires.
 - b. Application for a professional growth increment to be filed before April 1st with approval contingent upon fulfillment of requirements.

- c. Verification satisfactory to the Committee that he/she has satisfactorily completed course work to be filed not later than June 30th of the third year.
- d. If nine units of course work are not completed within three years, an extension may be filed for approval.

III. PROFESSIONAL GROWTH CREDIT

1. Professional Growth credit may be achieved through participation in any of the following categories of activity:
 - a. Course Work:
 - University, College and Community College Courses
 - Adult Education Courses
 - Correspondence Courses (accredited)
 - Trade Schools
 - b. Special Activities:
 - Professional Institute Seminars
 - Lecture Series
 - Educational Conferences
 - c. District/County In-Service Workshops
2. The nine units of work may include a combination of any of the areas specified below:
 - a. 5 units - minimum to be chosen from the approved list of courses relating to the employee's specific area of employment.

4 units - may be chosen under the category of general education courses subject to approval by the Committee.
 - b. Any courses on the approved list taken at approved junior college, college or university, can be applied toward professional growth increment.
 - c. Any courses on the approved list taken in the Department of Adult Education can be applied toward professional growth increment. Credit for Adult Education courses will be equated as follows:

Total Hours	Units Granted
8	1/2
15	1
25	1 1/2
30	2
35	2 1/2
45	3
45 or more	3

3. A permanent employee who obtains a high school diploma while in service of the District, may apply up to a maximum of seven units toward one Professional Growth increment.

IV. INCREMENTS

1. An increment of \$250.00 per year will be paid to an employee who has earned nine units of approved courses. The first increment of \$250.00 may be earned as soon as a permanent employee has completed nine units of approved courses, but a second increment may not be earned until at least three consecutive years have passed since the date the increment was awarded.
2. The Professional Growth award is to be made annually to the qualifying employee to be added to the annual salary and affecting his/her monthly gross.
3. The Professional Growth award will be given on July 1st or starting with the new yearly contract.
4. The Professional Growth Program will be in effect retroactively to July 1, 1995.
5. Course work in progress at the end of one professional growth increment period may be carried to another.

V. APPLICATION TO PARTICIPATE

1. Application for Professional Growth unit(s) must be completed by the employee, outlining his/her anticipated activities and submitted to Personnel Department for approval by the Professional Growth Committee.
2. The form is available from the Administrative Assistant at the employee's site of from the Personnel Department.
3. Upon completion of the Professional Growth activities, the employee must submit a grade card, transcript, certificate, or other documentation indicating satisfactory completion in order to receive Professional Growth credit.

SUGGESTIONS FOR PROFESSIONAL GROWTH COURSES

Instructional Aide

Art in the Elementary Schools
Child Development
Child Psychology
Children's Literature
Conversational Spanish
Health Ed & Drug Abuse
Creative Activities
Critical Thinking
Relationships
Curriculum
Elementary School
Early Childhood Education
Early Education
Educational Psychology
English
Family Relationships
Finger Math

History of Education
Introduction to Recreation
Kindergarten Primary Workshop
Minorities
Personality & Emotional Problems
of Children
Racial & Cultural
School, Home & Community
Word Processing
Science Experiments for Children
First Aid & CPR *
Social Problems
Special Needs
Storytelling
Teaching Reading
The Youth Offender

Clerical

Algebra
Bookkeeping & Accounting
Business Communication
Business Correspondence
Business Data Processing
Business English
Business Law
Business Machines
Business Management
Business Math
Computer Literacy
Computer Programming

Conversational Spanish
Desktop Publishing
D-Base
Filing & Record Keeping
First Aid & CPR *
Human Relations
LOTUS 123
Microsoft Office
Office Management
Office Practice
Shorthand
Typing
Word Processing

Food Service

Algebra
Baking
Basic Food Preparation
Beginning Cuisine
Business Math
Catering
Conversational Spanish
Cost Accounting & Record Keeping
First Aid *

Food & Beverage Accounting
Health Education
Human Relations
Menu Planning
Nutrition
Personnel Management
Physical Science
Sanitation & Safety

Maintenance/Operations/Transportation

Auto Mechanics
Blueprint Reading
Building Maintenance
Carpentry
First Aid
Computers
Conversational Spanish
Drafting
Driver Improvement
Electrical
Engineer Drawing
English
Equipment Operation
Geometry

Industrial Art & Design
Machine Shop
Math
Personal Relationships &
Communication
Personnel Management
Physical Fitness
Plumbing
Psychology
Psychology of Human Relations
Safety
T.V. Circuits
Welding

Grounds

Agriculture
Blueprint Reading
Conversational Spanish
English
First Aid *

Landscaping & Garden Maintenance
Math
Pest Control & Pesticides
Physical Fitness
Safety

Custodian

Building Maintenance
Conversational Spanish
English
Equipment Operation
First Aid *

Math
Safety
Personal Relationships & Communication
Physical Fitness

* = Required

ROSS VALLEY SCHOOL DISTRICT
CLASSIFIED PERSONNEL
APPLICATION FOR PROFESSIONAL GROWTH CREDIT

Name _____ Date of Application _____

Job Title _____ Work Site/Location _____

Course/Workshop Title

Institution _____ Beginning Date _____ Ending Date _____

Course/Workshop Description

Semester Units Requested _____ Number of Hours of actual class time involved _____

Please describe completely, indicating the growth potential, number of hours and duration of activity and how this activity relates to your current job. (Use additional sheets of paper if space is insufficient.)

Signature of Applicant

APPLICATION FOR PROFESSIONAL GROWTH

Applicant's Name: _____ Work Site: _____

Course/Workshop Title:

P.G. COMM. APPROVAL: ___ Approved ___ Not Approved ___ More Info. Required

Professional Growth Administrator

Date Approved

Comment(s):

Upon completion of this course/workshop, the applicant must provide the committee a grade card, transcript or certificate indicating satisfactory completion in order to receive professional growth credit.

ROSS VALLEY SCHOOL DISTRICT

FAMILY CARE AND MEDICAL LEAVE POLICY

Under the federal Family and Medical Leave Act of 1993 and the California Family Rights Act (collectively, "the Acts"), eligible employees are entitled to up to 12 work-weeks of unpaid, job-protected leave within a 12 month period for family and medical reasons. The Ross Valley School District ("District") intends to comply with the Acts and their pertinent regulations, and the interpretation of this policy is governed by the Acts.

The following conditions, requirements, and procedures shall apply when requests for family care of medical leave are made:

- A. Employee Eligibility. To be eligible for benefits under the Acts, an employee must:
1. Have worked for the District for at least 12 months or the number of months in a year customarily worked by the employee (e.g., 10 months for a 10-month employee);
 2. Have worked at least 740 hours over the previous 12 months for the District (by example, 185 days x 4 hours = 740 hours); and
 3. Be one of at least 50 employees employed by the District within 75 miles of the employee's work site.
- B. Reasons for Taking Leave. A leave request from an eligible employee must be granted for any of the following reasons:
1. Birth of the employee's child;
 2. Placement of a child with the employee for adoption or foster care;
 3. Care for the employee's child, spouse, parent, grandparent, parent-in-law, grandchild, domestic partner with a serious health condition or adult child who is incapable of self care because of a mental or physical disability;
 4. The employee's own serious health condition that keeps the employee from performing his or her job functions.
- C. Advance Notice of Leave and Medical Certification. Employees will provide (1) advance written notice of the leave request, (2) medical certification whenever a serious health condition is involved and (3) a completed District Employee Request for Family Care and Medical Leave.
1. If the need for the leave is foreseeable, employees will provide 30 days advance written notice. The advance notice should include the Employee Request for Family Care and Medical Leave form. If the need for the leave is unforeseen (i.e., an emergency), notice is required to be given as soon as practicable.

2. If the leave is to care for a family member with a serious health condition, or because of the employee's own serious health condition, the employee will provide medical certification from a health care provider or physician. The medical certification must include:
 - a. Date of commencement of the serious health condition;
 - b. Probable duration of the condition;
 - c. Estimated amount of time the health care provider will provide care;
 - d. Confirmation that the serious condition of the child, spouse or parent warrants the participation of the employee; or, in the case of the employee's own serious health condition, certification that the employee is unable to perform his or her job functions.
3. The District may require a second and third medical opinion regarding an employee's serious health condition, at the District's expense. When the duration of the leave is uncertain or the estimated time for the leave expires and the employee remains out of work, the District may require subsequent recertification.
4. If the leave is needed for planned medical treatment or supervision, the employee must make a reasonable effort to schedule the treatment or supervision to minimize disruptions to the District.
5. An employee's advance notice and medical certification and Employee Request for Family Care and Medical Leave may be required to be given to the employee's supervisor (or other designated individual). The supervisor (or other designated individual) may then determine the adequacy of the notice and medical certification and whether or not the leave will be recommended for approval to the superintendent.
6. Failure to provide advance notice, medical certification and Employee Request for Family Care and Medical Leave when necessary may delay the granting of leave until such requirements are met. In the event that the delay in giving notice to the District prevents the District from securing an acceptable substitute, the District may require that the leave commence at a later time.
7. In the event that the District has any reason to believe that the leave requested is not for a legitimate purpose, the District shall have the right to require medical or other verification.

D. Continuation of Health Coverage and Other Job Benefit Plans.

1. An employee taking leave will continue to participate in any group health care benefits plan under the same terms and conditions, including any necessary co-payments, by which the employee was enrolled prior to the first day of the leave.

2. The District will continue to make District-paid tax shelter annuity contributions for employees while on leave.
3. If the employee fails to return from the leave for any reason other than the recurrence, continuance, or onset of a serious health condition, the employee will be liable to the District for premiums paid for maintaining the employee's health coverage.
4. An employee may, at his or her expense, continue to participate in all other employee benefit plans offered by the employer during the leave period.

E. Intermittent or Reduced Schedule Leave. An employee may take leave intermittently (e.g., in blocks of time), or by reducing a normal work schedule, in the following circumstances:

1. Where the leave is for the birth or placement of a child, leave may be taken on an intermittent or reduced schedule basis if the District approves.
2. Leave may be taken intermittently or on a reduced work schedule whenever it is medically necessary to care for a family member with a serious health condition, or because the employee is seriously ill and unable to work the employee's regular work schedule.

F. Substitution of Paid Leave and Other Leave Requests.

1. Employees may request to use paid vacation leave and family care leave concurrently if the reason for the paid leave meets the requirements of the family care leave (Section B). An employee may request to use paid sick leave and family care leave concurrently only for the employee's own serious medical condition.
2. The District may require the employee to substitute accrued vacation leave, and sick leave where applicable, for the unpaid family care and medical leave entitlement.

G. Maternity. A female employee is entitled to leave for disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom for the period of time determined by her physician. During her period of disability, a certificated employee may collect first her current year's sick leave, and then (for up to five school months) her accumulated full sick leave followed by differential pay. During her period of disability, a classified employee may collect (for up to five school months) her sick leave, both current and accumulated, and/or other available paid leaves, followed by differential pay. An employee on maternity leave will not start using her 12-week period of paid or unpaid family care leave entitlement until after her disability period has ended. The District may, however, count prenatal care visits against the employee's family and medical leave entitlement.

- H. Spouses Who Work for the District. Spouses employed by the District are jointly entitled to a combined total of 12 work weeks of family leave for the birth or placement of a child with them, or to care for a parent with a serious health condition. Each spouse is entitled to a full 12 weeks of family care leave for other qualifying circumstances.
- I. Period of Eligibility. The 12-month period of entitlement commences on the first day of the leave.
- J. Seniority, Employee Benefits and Break in Service. An employee on leave will not lose any seniority or employment benefit that accrued prior to the start of the leave. An employee on leave will not accrue seniority or additional benefits, such as vacation, sick leave or similar benefits, during the leave. The leave will not constitute a break in service for purposes of longevity and seniority.
- K. Restoration of Employment and Fitness for Duty Report. Employees returning from an approved leave will be reinstated to the same or equivalent position. Employees returning from an approved medical leave for their own serious health condition may be required to provide a fitness for duty report to return to work.
- L. Key Employee Exception to Restoration. An employee who is a "key" employee due to the fact that he or she is a salaried employee and among the highest paid 10 percent of all employees employed by the District may be denied restoration to his or her position following the leave if the District determines that substantial and grievous economic injury will result if such key employee is reinstated.

Legal References:

- * Family and Medical Leave Act of 1993 (29 U.S.C. - 2601 et seq.)
- * Federal Regulations on FMLA (29 C.F.R. - 825)
- * California Family Rights Act (Gov. Code - 12945.2)
- * California Family Care Leave Requirements (2 Cal. Code Regs. - 7297 et seq.)

Approved: March 28, 1996

Grievance No.: _____
(Assigned by District)

ROSS VALLEY SCHOOL DISTRICT GRIEVANCE FORM (Classified)

STEP I - IMMEDIATE SUPERVISOR

FORMAL PROCESS: A grievant who wishes to follow the formal process shall present the grievance on the prescribed form to his/her supervisor and other parties involved within twenty (20) days following the act or stated conditions which appear to be the basis of the complaint (grievance). The supervisor shall investigate the details of the grievance and confer with the grievant as soon as possible but within ten (10) working days from receipt of the written grievance.

INFORMAL PROCESS: An attempt to resolve the grievance through informal conferences between the concerned parties will be made. If the matter is not settled by the immediate supervisor, the grievance may proceed with the formal process. The informal process shall not last longer than ten (10) working days from the alleged grievance.

Grievant: _____

Work Location: _____

Date of Occurrence: _____

Date of Conclusion of Informal Process: _____

Date of Filing: _____ Date of Conference: _____

A. Concise statement of grievance and date of occurrence:

B. Specific section of contract allegedly violated:

C. Decision rendered in informal conference:

D. Specify remedy sought:

Signature of Grievant

Grievance No.: _____
(Assigned by District)

ROSS VALLEY SCHOOL DISTRICT
RESPONSE TO FORMAL GRIEVANCE (Classified)

STEP I - IMMEDIATE SUPERVISOR

Within twenty (20) days after receiving the grievance, the immediate supervisor shall communicate the decision in writing to the grievant, Association and District.

Grievant: _____ Work Location: _____

Immediate Supervisor: _____ Work Location: _____

Date of Receipt of Grievance: _____ Date of Conference: _____

Date of Supervisor's Response: _____

Review of Grievance:

Decision:

Signature of Immediate Supervisor

Grievance No.: _____
(Assigned by District)

ROSS VALLEY SCHOOL DISTRICT GRIEVANCE FORM (Classified)

STEP II - APPEAL TO SUPERINTENDENT

The grievant may appeal the Step I decision to the Superintendent within ten (10) work days after receiving the written decision from the Supervisor or from the deadline for receiving it. The grievant shall state the rationale for the appeal, if any, and attach copies of the Step I grievance form and response of immediate supervisor.

Grievant: _____ Work Location: _____

Supervisor: _____ Work Location: _____

A. Date Immediate Supervisor's Response Received by Grievant:

B. Date of Appeal:

C. Rationale for Appeal:

D. Specify remedy sought:

Grievance No.: _____
(Assigned by District)

ROSS VALLEY SCHOOL DISTRICT
RESPONSE TO FORMAL GRIEVANCE (Classified)

STEP II - RESPONSE BY SUPERINTENDENT TO APPEAL

The Superintendent will meet with the grievant within ten (10) work days after the receipt of the Appeal to review all factors related to the grievance. The Superintendent shall communicate his/her decision to the grievant in writing within ten (10) working days of the meeting with a copy of the decision to all parties involved.

A. Date Appeal received by Superintendent: _____

B. Decision of Superintendent:

Signature

Date