



**CLASSIFIED EMPLOYEES
CONTRACT**

BETWEEN THE

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

CHAPTER #280

AND

THE LEMON GROVE SCHOOL DISTRICT

July 1, 2005 – June 30, 2009

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ARTICLE I: RECOGNITION

- A. The District acknowledges its recognition of the California School Employees Association (and the present Lemon Grove Chapter 280) as an exclusive representative for that unit of employees recognized by the District per PERB election held on June 7, 1976. (Employees are listed in Appendix.)

ARTICLE II: ASSOCIATION RIGHTS

- A. The Association shall have the right to access, at reasonable times, areas in which unit members work, the right to use school bulletin boards, mail boxes, and other means of communication including access to the network, district phone and voice mail, subject to reasonable regulation, and the right to use school facilities at reasonable times for the purpose of meetings. The Administration shall adopt those guidelines that it deems reasonable. Such use of facilities after regular school hours by the Association shall be at no cost to the District. *(amended 1/27/98)*

The District agrees to provide CSEA a place for location of a computer work station, a District phone, and minimal storage of CSEA materials. This location shall be mutually agreed upon by the District and CSEA. *(amended 1/27/98)*

The District shall annually provide a \$100 credit for copying purposes at the standard District copying rate. *(amended 1/27/98)*

- B. Authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable times, as long as no duty-time is interrupted. This provision shall not be interpreted to allow paid or unpaid release time for any Association representative. Prior to conducting such business, the representatives shall give notice of their presence to site administrators.
- C. The Association shall exclusively receive time off from duties for the processing of grievances past Step I of the grievance procedure for unit members who are designated as Association representatives, subject to the following conditions:
- (a) a maximum of three (3) unit members shall receive time off to attend any one conference.
 - (b) twenty-four hours prior to release from duties for grievance processing, the designated representative shall inform his immediate supervisor in order that an adequate substitute be obtained if such is necessary;
 - (c) that such time off shall be limited solely to representing a grievant in a conference with a management person, beyond Step I, and in no way shall this limitation include use of such time for matters such as gathering information, interviewing witnesses, or preparing a presentation.
- D. The Association shall have the right to represent unit members in their employment relations with the District pursuant to the EERA and to the extent required by law.
- E. The Association can use, without loss of compensation, up to 96 hours per year of release time to conduct association business subject to the following conditions:
- 1. If the release time is to be used by the President of CSEA, advance notice of the usage of such time shall be provided to the extent possible. If the release time is to be used by any other CSEA member, the CSEA president or designee shall seek approval from the Superintendent or designee prior to such use. Approval in such cases shall not be unreasonably withheld. *(amended 1/27/98)*
 - 2. The Association agrees that the duty time in the District shall not be interrupted. *(amended 1/27/98)*

3. No individual unit member may use more than eight hours of association leave in any one calendar month without prior approval of the Superintendent or designee. Approval in such cases shall not be unreasonably withheld. *(amended 1/27/98)*
4. Association leave shall not be used to conduct or engage in any concerted activities against the District. *(amended 1/27/98)*

F. CSEA Conference Leave

Upon proper verification and unless there is an emergency, the District shall grant five (5) days fully paid release time for three (3) CSEA representatives to attend the annual CSEA conference and/or other CSEA sanctioned conferences/training. The District may grant within its discretion an additional five (5) days release time with or without pay for an additional representative to attend the annual CSEA conference. *(amended 2/9/06)*

- G.** Three unit members designated by the Association President shall participate as Members of a District Calendar Committee and shall annually meet to develop a recommended school year calendar to the Governing Board. *(amended 1/4/02)*

- H.** All unit members are entitled to attend the annual Back To School Breakfast sponsored by the Association. Unit members in paid status shall be released from their work duties should they choose to attend the annual Back To School Breakfast. *(amended 1/4/02)*

- I.** Each unit member shall receive an annual employee notification during the month of July by U. S. mail. The employee annual notification shall include the following information: the employees classification, percentage of full time equivalent, range and step of pay, number of months and date of hire. *(amended 3/13/06)*

Article III: Organizational Security *(added 1/1/01)*

- A.** Classified unit members shall be required, as a condition of continued employment, either to join the recognized employee organization or pay the organization a fair share service fee. The amount of membership dues or service fees deducted shall be in accordance with the CSEA membership dues and service fee schedules and shall be deducted by the employer from the wages or salary of the employee and paid to the employee organization.

- B.** Any unit member who is a member of a religious organization whose formal tenets prohibit joining or financially supporting employee organizations shall contact the Chapter President to secure the proper procedure for claiming exemption from joining or financially supporting the Association. Service Fee / Membership Dues shall continue to be deducted during the period of time the unit member's claim is being assessed by the Association. If the State Association finds for the unit member's claim, the unit member shall pay sums equal to the service fee to a charity selected from the list below:

- Lemon Grove Education Foundation (through San Diego Foundation) *(amended 2/1/06)*
- United Way
- American Red Cross *(amended 3/13/06)*

Such payments shall be made directly to the selected charitable organization by payroll deduction with proof of payment supplied monthly to CSEA headquarters.

- C.** The Association and the District agree that any unit member who is a member of the Association at the

time this Agreement becomes effective or who enrolls during the term of the Agreement shall maintain such membership from year to year unless revoked in writing within ten (10) days following the expiration of the written Agreement. The District shall guarantee said maintenance of membership to the Association by enforcing payment of dues by members required under the terms set forth above and provisions of Education Code and Government Code Section 3540.1 (1)

- D. The District shall not be obligated to put into effect any new or changed deduction until the pay period commencing fifteen (15) days or more after such submission.
- E. The Association agrees to indemnify and hold harmless the employer for any loss or damages arising from operation of this Article. *(amended 3/13/06)*

ARTICLE IV: LEAVES

A. Bereavement Leave

- 1. A unit member shall be entitled to a maximum of five (5) days leave of absence without loss of salary on account of the death of any member of his/her immediate family. Bereavement leave is exclusive of all other leaves.
(amended 1/27/98)
- 2. For purposes of this provision, an immediate family member shall be limited to mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee.
- 3. Under special situations, a unit member may request bereavement leave from the Superintendent or designee on account of the death of a person not listed in paragraph 2.

B. Jury Duty

- 1. Unit members shall be provided leave for regularly called jury duty. The District and Association agree that when a unit member is called to civic duty due to a District related issue, the unit member will receive the same compensation as applied to jury duty. The unit member shall submit a copy of the notification on the next regularly scheduled work day following receipt of notification to appear for jury duty. Upon completion of jury duty the unit member will provide documentation of service. *(amended 12/14/06)*
- 2. The unit member, while serving jury duty, shall receive pay in the amount of the difference between the unit member's regular earnings and any amount received for jury service. Unit members may keep compensation for meals, mileage, and/or parking.
- 3. Unit members on jury duty shall not be required to work more than their regularly scheduled work day. For all bargaining unit members (inclusive of all shifts), the hours served on jury duty, including travel time and preparation time to return to work and lunch, shall count as hours worked for each day. Unit members who do not serve on jury duty a complete day are required to notify their supervisor immediately concerning work arrangements for that day. *(amended 12/14/06)*
- 4. The District and the Association recognize the need for citizens to provide jury service and the need for the District to have as much continuity in services as possible; therefore, when requested by a supervisor, nine and ten month employees may elect to defer jury duty to non-work days and 12 month employees may elect to defer to low impact work days. Part-time employees (based upon number of hours worked per day) shall receive \$35 per day of jury service to defer and full-time employees shall receive \$50 per day of jury service to defer. *(amended 12/14/06)*

C. Military Leave

An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

D. Sick Leave

1. Sick leave benefits to regular full-time (8-hour day, 40-hour week, 12 month) unit members shall be twelve (12) days per year, cumulative. Sick leave for a part-time or regular hourly unit member shall be on the basis of his/her daily hours one day per month of service, cumulative. However, a new unit member shall not be eligible to take more than six (6) until the first day of the calendar month after the completion of six months of active service.
2. A unit member shall once a year be credited with a total of not less than 100 working days of paid sick leave, excluding sick leave days under provision D. 1. Such days of paid sick leave in addition to those days of sick leave under provision D. 1, shall be compensated at 50% of the unit member's regular salary. Such additional days shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the unit member may be entitled. With the agreement of the District, however, a unit member may use other paid leave, holidays, vacation, or compensating time prior to using the additional sick leave days compensated at 50% of the unit member's regular salary.
3. A unit member must contact the Automated Substitute Calling System as soon as the need to be absent is known, but in no event later than 5:30 a.m. for all classifications prior to the start of the work day to permit the employer time to secure a substitute. *(amended 3/13/02)*
4. Upon request by the District, a unit member shall be required to present a medical doctor's certificate verifying the sick leave and/or a medical authorization to return to work if the illness exceeds five (5) consecutive days or the District has reason to believe sick leave has been abused. The cost of such certification or authorization shall be borne by the District if the employee's medical release is not satisfactory to the District.
5. Sick leave deductions shall be made in increments of no less than one hour.
6. Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.
7. If a unit member does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year. The District agrees to continue providing the information on the "Notice of Employment" form.
8. Illness for reasons of pregnancy shall constitute an illness for the purposes of this section, Sick Leave.

E. Industrial Accident and Illness Leave

In addition to any other benefits that a unit member may be entitled to under the Worker's Compensation laws of this state, unit members shall be entitled to the following benefits:

1. A unit member suffering an injury or illness arising out of and in the course/ scope of his/her employment shall be entitled to a leave for not less than 60 working days, but no more than 60 working days, in any one fiscal year for the same accident or illness. This leave shall not be

accumulated from year to year, and when the leave will overlap a 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.

2. Payment for wages lost on any day shall not, when added to an award granted the unit member under the Worker's Compensation laws of this state, exceed the normal wage for the day.
3. The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation, or other paid leave may then be used. If, however, a unit member is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of exhaustion of benefits under this section, he/she shall be entitled to use only so much as his/her accumulated and available normal sick leave and vacation leave, which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.
4. A unit member on industrial accident or illness leave shall be reinstated in his/her former position upon the District's receipt of a full and complete release by the unit member's treating physician verifying that the unit member may return to his/her former position.

F. Entitlement to Other Sick Leave

See Sick Leave, Section 2.

G. Break in Service

No absence under any paid leave provisions of this article shall be considered as a break in service for any unit member who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

H. Personal Necessity Leave

1. The Board shall charge personal necessity leave to a unit member's accumulated sick leave not to exceed seven (7) days annually, upon written request of an employee in the following cases of personal necessity:
 - a. The death of a member of the immediate family;
 - b. A serious illness of a member of the immediate family;
 - c. An accident involving person or property of the employee or the person or property of a member of his/her immediate family;
 - d. Attending the funeral of one other than the immediate family as defined herein but not to exceed three days;
 - e. Appearance in court as a litigant, or as a witness under an official order;
 - f. Personal business;
2. Personnel necessity shall not include other employment, e.g. side jobs, vacation or recreation pursuits, or concerted activities against the District. (*amended 11/28/05*)
3. The immediate family shall be defined as follows: mother, father, grandmother, grandfather, or a

grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or any relative living in the immediate household of the employee. *(amended 11/28/05)*

I. Personal Leave Without Pay

Any unit member in the District may, at the discretion of the Board, be granted an unpaid personal leave without pay for a period not to exceed thirty (30) working days. In requesting such leave, the unit member must state the specific reasons for the request. Such requests must be filed in time to be acted on at a regular Board meeting prior to the date on which the leave is to begin. Medical, dental, and life insurance benefits shall remain in full force and effect. *(amended 1/27/98)* This shall not preclude unit members from making an additional request for unpaid leave. *(amended 2/1/06)*

J. Child Rearing Leave

A unit member who is the natural or adopted parent of a child may be granted an unpaid leave of absence at the time of birth or adoption for the purposes of rearing his/her child. Such leave may be granted for a period of three (3) months and may be granted upon giving the District four (4) weeks notice prior to the anticipated date on which the leave is to commence. Such leave may be granted for a maximum period of twelve (12) months under special circumstances upon giving the District four (4) weeks notice prior to the anticipated date on which the leave is to commence, but any leave beyond three (3) months shall mean that unit member has no guarantee of a return to the same work site.

K. Donation of Sick Leave (1/13/04)

1. On forms prepared and approved by the District, any member of the bargaining unit may donate up to five (5) days accumulated and unused sick leave days to another member of the bargaining unit who experiences a long-term illness or disability including intermittent absences caused by such illness or disability. The unit member receiving the donated sick leave must exhaust all fully paid leaves except up to ten (10) days accumulated and unused vacation days. Donation of sick leave will be credited to employee upon treating physician's verification of long term illness or disability as well as the estimated frequency and duration of the unit member's absences. Donations approved by the District shall not exceed the frequency and duration of absences identified by the treating physician.
2. Unused donated sick leave shall be returned to the donor(s) in the reverse order it was received at the end of the fiscal year (July 1 – June 30) the donation was made.
3. The Association agrees to indemnify and hold harmless the employer from any loss or damages arising from the implementation of the above provision.

L. Transfer of Sick Leave

Any classified employee of any California school district or county superintendent of schools who was employed for a period of one calendar year or more whose employment was terminated for reasons other than action initiated by the employer for cause and who subsequently accepts employment with the District within one year of such termination of former employment, shall have transferred to the District upon proper verification the total amount of earned leave of absence for illness or injury earned with the previous employer.

M. Family Care and Medical Leave (1/13/04)

1. Eligibility

A unit member with more than one year of continuous service with the District and has worked at least 625 hours in the preceding 12 month period shall be granted upon request an unpaid family care and medical leave of up to a total of twelve work weeks pursuant to this contract provision.

2. Reasons for Leave

- a. Birth of a child or placement of a child with the employee for adoption or foster care;
- b. To care for a spouse, child or parent with a serious health condition; or
- c. Employee's own serious health condition making the employee unable to perform job duties (including pregnancy and prenatal care)

3. Requesting Leave

The employee shall request leave at least 30 days in advance, or as soon as is practicable.

4. Certification Requirement

The employer may require certification of illness from the treating physician; however, certification shall not include a diagnosis of employee or family member's medical condition. Certification shall include only appropriate medical facts.

Second and/or third opinions of employee's medical condition may be required by employer; however, both shall be at the employer's expense.

5. Duration of Leave

- a. twelve workweeks of unpaid leave per 12 month period
- b. up to four months of unpaid additional leave available for pregnancy related disabilities in a 24 month period.

6. Leave Anniversary

The 12 month leave entitlement period shall commence and be measured from 1 through June 30

7. Periodic/Intermittent/Reduced Schedule Leave

- a. When medically necessary, leave may be taken intermittently, or on a reduced leave schedule in increments as small as one hour.
- b. If leave is for employee's health condition, he/she may be required to accommodate to intermittent leave.
- c. Leave taken for birth/placement of child shall be taken within one year of the event, not intermittently or on a reduced schedule unless by mutual agreement.

8. Pay/Salary Status while on Leave

Leave may run concurrent with paid vacation, personal leave, extended illness and industrial injury leave. Sick leave and extended illness leave may only be used for employee's illness.

9. Benefits Status while on leave

- a. Group medical insurance shall be maintained on the same basis as if the employee was in paid status
- b. If employee ordinarily pays a portion of the insurance premium, the employee may choose to discontinue coverage during the leave.
- c. Upon return from the leave the employee shall not be required to re-qualify for any benefits he/she was covered by prior to the leave.

10. Reinstatement at end of Leave

- a. Employee shall be returned to his/her position or to an equivalent position with equivalent

benefits, pay and other terms and conditions of employment.

b. Leave shall retain employee status with the district, and such leave shall not constitute a break in service. Employees returning from leave shall have no less seniority than when the leave commenced.

Act c. Any requirement for a "fitness for duty" certificate shall meet any/all Americans with Disabilities requirements that the examination be job related.

11. Employer Notice requirements

The Employer is required to provide notice to employee each time he/she request leave. Notice must include the following:

- a. Leave is counted as Family Medical Leave/California Family Right Leave
- b. The above medical certification requirements and consequences for failing to do so
- c. Itemized notice of paid leave concurrent status
- d. Benefits information including requirement to pay benefit while on leave (as stated above in 9.b.).
- e. Any requirement for a "fitness for duty" certificate when employee returns to work.
- f. Extent of employees right to return to work/restoration to the same or equivalent job (as stated above in 9.c.)
- g. Consequences of failure to return from leave (possible liability of health benefits/premiums paid by the employer while employee on leave)

Where conflict exists between federal law, state law, or the provisions of the collective bargaining agreement, the greater benefit prevails.

Definitions:

Child: a biological child, adopted child, foster child, step child, legal ward, or a child of a person standing in loco parentis, who is below the age of 18 (or, 18 or older and incapable of self-care due to physical or mental disability).

In loco parentis: an individual who is responsible for the day to day activity of an individual or one who had this responsibility when the employee was a child. For this purpose, a biological or legal relationship is not necessary.

Parent: a biological, foster, adoptive, stepparent, legal guardian, or one who stands in loco parentis.

Serious Health condition: an illness, injury, impairment, or physical or mental condition that involves:

1. A period of incapacity or treatment in connection with or consequent to inpatient care in a hospital, hospice, or other residential medical facility.
2. An incapacity requiring an absence from work or more than 3 days that also involves continuous treatment by or under the supervision of a health care provider.
3. Continuous treatments by or under the supervision of a health care provider for a chronic or long term health condition that is incurable or so serious that if not treated, would likely result in incapacity for more than 3 days; or ongoing prenatal care.

Continuing treatment by a health care provider:

1. Receiving services on at least two occasions from or under the direction of a health care provider (including physical therapy)
2. Being subject to a treatment regime under the direction of a health care provider
3. In the case of an incurable condition, being under the supervisory care of a health care provider.

Health Care Provider: a medical doctor or osteopathic doctor authorized to practice within the state, other state licensed medical personnel such as a clinical psychologist, optometrist, dentist, chiropractor, or nurse practitioner.

N. UNIT MEMBERS SERVING AS PUBLIC OFFICIALS

1. Unit members of the unit serving public agencies, as elected public officials may be authorized five (5) days of leave without loss of pay each school year to attend meetings related to that agency.
2. Prior to approval of such leave, the District must have assurance in writing that the meeting attendance is authorized by that agency. Approval shall not be unreasonably withheld.
(amended 1/27/98)

ARTICLE V: EVALUATIONS

1. Evaluations shall be based upon a direct observation of each unit member's work by his/her evaluator. Evaluation is the careful and systematic appraisal of a unit member's work performance through the use of performance evaluation reports, which provide a basis for unit member counseling and assistance for the purpose of promoting greater work efficiency. The District shall establish and maintain a continuing program of unit member performance evaluation. The program shall include provisions for preparation of written evaluations and a means of making the results of such evaluations known to the unit member being evaluated. Probationary unit members shall have performance evaluation reports submitted prior to the end of the probation period. Permanent unit members shall have performance evaluation reports submitted every year on or before May 1.

2. Each evaluated unit member shall receive a copy of his/her evaluation. All evaluations, when completed, shall be shared with the unit member for the purposes of explanation of any statement, comments, or observations which may be requested by the unit member; no evaluation shall be placed in any unit member's personnel file until such evaluation has been shared with the evaluated unit member and the unit member has been given the opportunity to affix his/her signature and date of review on the evaluation to assure compliance with this requirement.

3. Should a permanent unit member's performance be assessed as unsatisfactory or in need of improvement, the supervisor shall provide assistance to insure that the unit member has reasonable time to improve. Any evaluation of a permanent unit member containing a less than satisfactory rating shall include specific recommendations for improvements and provisions for assisting the unit member in implementing any recommendations made. Within ten (10) work days, the unit member may make written comments about the evaluation, which shall be attached to the evaluation before both documents are added to the unit member's personnel file.

4. Any negative evaluation of a permanent unit member shall include specific recommendations for improvement and proposed provisions for assisting the unit member in implementing the recommendations.

5. If a member receives a promotion to a different classification, he/she shall serve a trial service period of three (3) months. In the event a unit member is unsuccessful as judged by the unit member or the district in the new classification during the trial service period he/she shall revert to their prior classification and salary. In such event, any employee hired to replace the promoted employee shall be released from employment (if probationary) or returned to his/her previously held position. (1/13/04)

ARTICLE VI: TRANSFER

A. The following criteria shall be used in consideration of transfer requests:

1. The needs and efficient operation of the District, as determined by the Superintendent.

2. The qualifications, including experience and recent training of any staff member, compared with those of other candidates for both the position to be filled and the position to be vacated.
3. The recommendation of the administrator or supervisor to whom the unit member is responsible and the administrator or supervisor where the vacancy exists.
4. The affirmative action goals and policy of the District.

B. Procedures for Transfer Requests

1. Restriction of Transfers: No classified unit member shall be transferred simply to honor another employee's request for a transfer.
2. Posting of Vacancies: Notices of vacant positions shall be posted at schools, the Maintenance Shop, and the Central Kitchen for a period of five (5) working days prior to the positions' being filled.
3. Application for Transfer: When positions are posted, a unit member serving in the same job description as the position posted shall have first priority for transfer subject to the criteria in Section A above. Application shall be made by completing the required form within the time permitted for receiving such applications as stated on the vacancy notice and by submitting the form to the Human Resources Office. Seniority shall prevail only when all qualifications for a given vacancy are equal among any District applicants for transfer to the position. Applicants when denied a requested transfer to a vacancy in the same classification may contact the Assistant Superintendent of Human Resources for information concerning the denial.
4. Supplemental Notifications of Vacancies:
 - a. Unit members who work less than a 12-month year and/or unit members on vacation who wish to be informed of vacancies during the time they are not present for duty in the District may have such notices mailed to them provided they make a request in writing for such notification with the Human Resources Office and provide the Human Resources Office with any necessary temporary address.
 - b. An unit member on leave shall have the right to have his/her Association Representative file for the transfer on his/her behalf.

C. Procedures for Administrative Transfer

1. A transfer may be made by the District at any time for any of the following reasons:
 - a. A change of enrollment necessitating transfer of classified unit members.
 - b. Improved efficiency of the District, as determined by the Superintendent.
 - c. An opportunity to evaluate a unit member at a different location.
2. When a unit member is to be administratively transferred, the unit member shall be given five (5) working days advance notice unless an emergency exists. Additionally, the unit member shall be given a conference with his/her supervisor to discuss the reason for the transfer.

ARTICLE VII: HOURS AND OVERTIME

- A.** The regular work week of a full-time unit member shall be forty (40) hours served within a seven (7) day period, and the regular work day shall be eight (8) hours. The scheduling of the hours and the work days shall be at the sole discretion of the District management unless otherwise limited by this Agreement. The District retains the right to extend the regular work day or work week in order to meet the District's interests as defined by the District. However, the District shall give the unit member as much advance notice as is reasonably possible if there is any change in the unit member's normal and customary work day or work week. The length of the work day shall be designated by the District for each classified assignment in accordance with the provisions as set forth in this Agreement.

Upon initial employment with the District and upon each change in classification thereafter, each unit member shall be furnished a copy of the applicable job description, salary data, assignment or work location, together with duty hours and the prescribed work week.

- B.** The District shall provide compensation or compensatory time off at a rate equal to one and one-half (1 ½) times the regular rate of pay for unit members designated by the District and authorized to perform such overtime. Overtime is any time required to be worked in excess of eight (8) hours in any one work day or any time in excess of forty (40) hours in any calendar week. The authorization of any overtime shall rest solely with the District management.

1. All hours worked on the sixth (6th) consecutive day in any work week shall be compensated at the overtime rate provided herein.
2. All hours worked on the seventh (7th) consecutive day in any work week shall be compensated at a rate equal to twice the employee's regular rate of pay or the equivalent in compensatory time off.
3. When two or more types of overtime or premiums are applicable to the same hours worked, only the higher of such payments shall be paid. In no case shall overtime or premium payment be duplicated or pyramided.
4. All hours worked on holidays designated by this Agreement shall be compensated as provided herein at two and one-half (2 ½) times the employee's regular rate of pay or the equivalent in compensatory time off (holiday pay plus overtime 1 ½ times the employee's regular rate).
5. The District has the right to require unit members to work overtime in cases of emergency.
6. A unit member shall have the option of electing to take compensatory time off in lieu of compensation of overtime work. Such election shall be submitted in writing to the immediate supervisor within five (5) working days following the day the overtime was worked.

The District shall allow such option unless there is a need by the District for the unit member to work during the compensatory time off requested by the unit member. Compensatory time off shall be granted on the basis of one and one-half (1 ½) hours off work for each hour of overtime served and shall be taken within twelve (12) months from the date on which it was earned.

As long as the federal Fair Labor Standards Act or similar statute is applicable to the District, a unit member, with District approval, may take compensatory time off in lieu of cash for overtime work as long as any compensatory time off is taken within twelve (12) month period referenced above.
(amended 6/00)

- C.** The number of scheduled work days for unit members shall be determined by the District, and the scheduling of such work days for the school year shall be as established by the District. The District may increase the number of work days at its discretion for any school year, but the District may not decrease the number of work days without prior notice to CSEA and an opportunity for CSEA to negotiate the decrease.

CSEA, if it desires to negotiate the decrease, shall make its desire to negotiate in writing within ten (10) days of receipt of notice from the District.

A unit member who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis as provided in this Agreement.

D. Rest Periods

All unit members who work eight (8) hours per day shall be granted rest periods which, insofar as practicable, shall occur in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours per day. Those working less than eight (8) hours shall be granted a rest period of fifteen (15) minutes approximately at mid-point. Rest periods are a part of the regular work and shall be compensated at the regular rate of pay for the unit member as herein provided. (*amended 2/9/99*).

The scheduling of the rest period shall be as mutually agreed to by the unit member and the supervisor. If the unit member and the supervisor are unable to agree on the scheduling of the rest period, the supervisor shall have the right to schedule the rest period at a reasonable time as close as practicable to the midpoint of the applicable work period.

Notwithstanding the rest period provisions as set forth above, an evening or special work shift employee, upon mutual agreement between the District and the unit member, may waive his/her rest period and extend his/her lunch period by one-half (1/2) hour. (*amended 2/9/99*)

E. Lunch/Period

Unit members shall be entitled to a lunch period of at least one-half (1/2) hour and no longer than one (1) hour which, as far as practicable, shall be uninterrupted, after the unit member has been on duty for at least four (4) hours. A unit member whose lunch period is interrupted shall be allowed additional time off during the work day to complete the remaining minutes of his/her lunch period that existed prior to the interruption.

Lunch periods shall be without compensation.

The scheduling of the lunch period shall be as mutually agreed to by the unit member and the supervisor. If the unit member and the supervisor are unable to agree on the scheduling of the lunch period, the supervisor shall have the right to schedule the lunch period at a reasonable time as close as practicable to the mid-point of the applicable work period. (*amended 2/9/99*)

F. Overtime Assignment Procedures

Overtime work opportunities shall be assigned as reasonably as possible under the circumstances based upon classification, qualifications, skill level, ability, job site and shall be offered on a seniority rotating basis. This procedure shall not apply to the Transportation Department. (For Transportation Department procedures see O.4.) Within one year (by June 2009) the District and CSEA will review and modify this language as necessary.

G. Temporary Extra Work Opportunities

Extra work opportunities of a temporary nature shall not be considered as additional hours assigned on a regular basis. Extra work opportunities of a temporary nature shall be initially offered based on the same job classification and seniority, and thereafter shall be rotated among other eligible personnel within the job classification as equitably as possible on an annual basis within a school site or department, provided skill, ability, and qualifications are equal. If there are no unit members within the classification that desire to perform such temporary work then the District can select unit members from other classifications to perform such work based on seniority and qualifications. (*amended 1/28/97*)

Temporary extra work opportunities that will occur during the summer shall *normally* be posted by early June for a period of five (5) working days. *(amended 2/9/99)*

H. Summer School Opportunities

1. When work normally and customarily performed by unit members is required to be performed during summer school programs conducted by the District, the work temporarily shall be offered to unit members within the same job classification, regular specific duties, and salary schedule as equitably as possible according to seniority, and provided that a unit member has sufficient skill, ability, and qualifications to perform the job. If there are no unit members within the classification that desire to perform summer school work then the District can select unit members from other classifications to perform such work based on seniority and qualifications. If no such unit member accepts such an assignment, the work may be contracted out. *(amended 2/9/99)*

The District shall make a reasonable effort to post all Summer School opportunities covered by this section during a two week period in April. Every attempt shall be made to notify successful applicants by June 1. *(amended 2/9/99)*

2. Salary schedules in effect for temporary assignments during summer school programs conducted by the District shall be the same as salary schedules in effect within the same job classification during the regular school year.
3. Unit members, pursuant to Section 45102 of the Education Code, shall receive, on a prorated basis, the benefits earned during the regular assignments.
4. Permanent unit members shall receive on a prorated basis the benefits (sick leave) earned during temporary extra work opportunities. *(amended 4/28/06)*
5. Unit members working during summer school programs, who are also still working in their regular school year assignments, shall receive no additional compensation unless overtime is authorized.
6. When work normally and customarily performed by nutrition service personnel is required to be performed during summer school programs conducted by the District, such work shall be assigned based upon seniority within the entire nutrition service department provided that the unit member has sufficient skill, ability and qualifications to perform the job. The salary for such work shall be at the pay rate index designated in the posted nutrition service position(s) and shall be at the step currently being paid to those selected to fill such positions. *(added 1/28/97)*
7. When work normally and customarily performed by a Classroom Paraprofessional unit member in a special day class is to continue during the summer, such work shall be offered to the Classroom Paraprofessional unit member(s) currently serving in the particular classroom in which such work is to continue based on seniority. If no Classroom Paraprofessional employee applies, the position shall be filled in accordance with Article VII.H. *(amended 3/13/07)*

I. Reduction in Assigned Time

A reduction in regularly assigned time shall only occur for lack of work, lack of funds, expiration of a specially funded program, or a bona fide reduction or elimination of service. This provision shall not preclude the District from reducing the regularly assigned time of short-term or temporary unit members nor that of a unit member voluntarily having his/her regularly assigned time reduced.

The District shall provide notice to the Association prior to any implementation of a voluntary reduction in assigned time. If the position subject to the voluntary reduction becomes vacant, the District shall provide an assessment to the Association of the current needs and requirements of the position in terms of assigned time and shall consult with the Association prior to filling the position in accordance with such needs and requirements. The District shall attempt to restore such vacant positions to its former status depending upon funding, workload and other circumstances. *(added 6/00)*

J. Increase in Hours

When additional hours are assigned to a part-time position on a regular basis, the assignment shall be to the unit member in the appropriate class with the greatest seniority providing skill, ability, and qualifications are equal. This assignment may be accomplished through the normal posting procedure.

K. Minimum Call-In Time

A unit member called in because of an emergency or urgent need to perform work and who reports to work at a time when the unit member is not normally regularly scheduled to work shall receive a minimum of two (2) hours of work. If a unit member is eligible for overtime pay, the unit member shall be compensated at the minimum of two (2) hours of work or at the overtime rate for the actual time worked, whichever is greater.

L. Stand-By Time

All stand-by time on field trips shall be considered as regular hours worked and shall be compensated on a straight-time or overtime basis as are other hours worked under the Agreement.

M. Initial Wages for New Positions or Classifications

The District shall establish initial wages for new positions or classifications. CSEA may request to negotiate over those wages during the term of this Agreement as long as such request is made in writing within thirty (30) days after the establishment of the initial wages. Pending the outcome of negotiations, the initial wages shall continue in effect.

N. Application of Fair Labor Standards Act

If applicable to the District, nothing in this Agreement shall be interpreted as a violation of the federal FLSA. The District may take any action necessary to ensure compliance with the federal FLSA.

O. Transportation Department Procedures

1. **Home/School Routes:** There shall be one (1) Date of Hire List in the Transportation Department developed by the Human Resources Office. This list shall be used for selecting home/school routes. The District shall establish a complete and detailed list of the home/school routes. Drivers shall bid on Employer established home/school routes based on the driver's date of hire. No route package shall exceed eight (8) hours of paid time. Bus drivers with the same date of hire shall rotate initial bidding rights on an annual basis. (1/13/04)
2. **Position Hours:** Each driver shall have the right to a permanent four (4) hour position. A particular driver's hours will be temporarily increased for one (1) year in accordance with the number of hours associated with the route package selected by the driver. After the end of the school year, all drivers shall return to their minimum four (4) hour position until the next bidding process.
3. Present bare bones hours shall be grand-fathered in for current bus drivers.

4. Assignments of bus drivers for additional field trips or extra trip assignments shall be offered as equitably as possible on an annual basis. Additional field trips or extra trip assignments shall be offered on a seniority rotating basis.
5. **Route bidding** will be conducted three times during the school year – Beginning of the school year, October, and January. After the Director or designee has prepared the routes, the following procedures will be used for the bidding process:
 - a. The driver with the earliest hire date will select first from among the available routes.
 - b. The remainder of the available routes shall be passed to the next senior driver and this process shall be followed until all drivers have a route or all routes have been taken.
 - c. The Director or designee shall not unreasonably delay the bidding procedure.
(Added 2/9/99)

6. **Therapy Routes**

- a. Therapy routes are considered extra work opportunities.
- b. When a request for transportation to and from a therapy appointment for a student is received by the Transportation Department it will be offered to the most senior driver. If the most senior driver cannot accommodate the extra work because of a conflict with his/her regular daily route the therapy route will be offered to the second senior driver and so on until the route is filled.
- c. Therapy routes that push drivers' time into overtime status will be carefully considered by the Director of FMOT.
- d. In the event that multiple therapy routes are available these routes will be distributed in accordance with seniority one therapy route at a time. No bus driver will be granted more than one therapy route unless no other qualified or interested driver accepts the route.
- e. The therapy route assignments will be offered when the request is received and again at regular bidding times, beginning of the school year, October, and January.

7. **Changes in Route Time**

When a driver's route time is permanently increased by at least 30 minutes, the driver who is immediately above such driver on the date of hire shall have the right to request to switch routes with such junior driver. The driver seeking to switch routes must initiate the request in writing to the Director or designee. The Director or designee shall review the driver's qualifications and render a decision. No request shall be unreasonably denied. The requesting driver cannot make any other changes during the current bidding period (October through December or January through June). In the event that such a change is made, no other routes would be affected by this change (in other words, a change of at least thirty minutes to one route will not create a domino effect). If the driver who is immediately above the driver whose route time is being increased does not request to switch routes or is not qualified to switch routes, no other drivers shall have the right to switch with the driver whose route time is being increased. However, if the driver who is immediately senior to the driver whose route time has been increased has the same time as the driver immediately senior to him or her the most senior shall have the right to request the change first. *(Added 2/9/99)*

P. **Cross Training**

The District shall make a reasonable effort, when skill level and qualifications, work schedules, and District needs allow, to provide cross training opportunities to unit members during summer breaks and intercession periods such as winter and spring breaks. Unit members availing themselves of such opportunities shall be paid at a unit member's regular rate (i.e. out of classification pay would not apply to cross training opportunities). *(Added 2/9/99)*

Q. Increasing Hours for a Current Unit Member

The District may add up to one and a half (1 and ½) hours to a classified position without posting the position so long as the time added is not in conflict with the incumbent's other work assignments, if any. If such an increase in time would qualify the position for medical benefits, the position shall be posted. *(amended 2/9/99) (moved from Article VI:C on 3/13/07)*

ARTICLE VIII: VACATION PLAN

A. Eligibility

All unit members shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis July 1-June 30.

B. Paid Vacation

Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. Where desired by the unit member, the paid vacation shall be granted in the fiscal year in which it is earned.

A unit member shall not be paid in lieu of taking earned vacation unless the needs of the school, the administrative unit or the District, as determined by management, are such that the unit member is not permitted to take vacation. In such a case, the unit member shall be paid for the days that exceed the carry over limit of fifteen (15) days. *(Added 2/9/99)*

C. Vacation Schedule for 12-Month Employees

- 10 working days with pay after one year
- 12 working days with pay after three years
- 15 working days with pay after five years
- 18 working days with pay after ten years
- 20 working days with pay after fifteen years
- 25 working days with pay after twenty years

Vacation Schedule for 10- and 11-Month Employees

- 10 working days with pay after one year
- 11 working days with pay after three years
- 12 working days with pay after seven years
- 13 working days with pay after ten years
- 16 working days with pay after fifteen years *(amended 1/28/97)*
- 19 working days with pay after twenty years *(amended 1/28/97)*

Vacation Schedule for 9-Month Employees

- 10 working days regardless of amount of service
- 11 working days after ten years (effective 7/1/00) *(added 6/00)*

12 working days after fifteen years (effective 7/1/00) *(added 6/00)*
13 working days after twenty years of service (effective 7/1/00) *(added 6/00)*

D. Scheduling of Vacation Days for 9 and 10 Month Employees

Nine and ten month unit members shall take vacation days during the winter and spring breaks. Any vacation entitlement that exceeds the days assigned to winter and spring breaks shall be taken in accordance with provisions of Article VIII.J.

E. Vacation Pay

Pay for vacation days for all unit members shall be the same as that which the employee would have received had he/she been in a working status.

F. Vacation Pay Upon Termination

When a unit member is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of termination.

G. Vacation Postponement

1. If a unit members vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. The unit member may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time, or may request to carry over his/her vacation to the following year.
2. If for any reason a unit member is not permitted to take all or any part of his/her annual vacation, the amount not taken shall, at the option of the unit member, be accumulated for use in the following year.

H. Vacation Carryover

Fifteen (15) vacation days maximum may be carried over year to year. Unit members shall be paid for days that exceed the carryover limit.

I. Holidays

When a paid holiday falls during the scheduled vacation of a unit member, such paid holiday shall not be counted as a vacation day.

J. Vacation Scheduling (added 3/13/07)

1. Upon request of the employer, employees shall submit vacation requests to their immediate supervisor within a reasonable period of time. The immediate supervisor shall make every effort to accommodate employee requests consistent with the best interest of the district and other district work requirements. Should the unit member fail to request scheduling of vacation time within a reasonable period of time, such scheduling shall be done by the unit member's immediate supervisor.
2. If employee requests do not meet the best interests of the District or the District's work requirements, a mutual agreement between the supervisor and the employee shall be sought. If no agreement can be reached, the supervisor shall schedule vacation days.

3. If there is any conflict between unit members who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest Bargaining Unit seniority shall be given his/her preference.

K. Interruption of Vacation (3/13/07)

A unit member in the Bargaining Unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the unit member supplies written notice and supporting information regarding the basis for such interruption or termination upon return to work.

ARTICLE IX: SAFETY CONDITIONS

- A. The District shall conform to all health requirements imposed by state or federal law or regulations adopted under state or federal law within budgetary limitations.
- B. Unit members shall notify their immediate supervisor in writing concerning any known or suspected unsafe condition(s) in the District directly affecting any person's physical welfare. The immediate supervisor shall respond to the Bargaining Unit employee and Association in writing within twenty-four (24) hours of his/her intent in correcting this unsafe working condition. (*amended 4/24/08*)
- C. A unit member who reports any unsafe working conditions, in writing, to his/her immediate supervisor, shall not be illegally discriminated against.
- D. A unit member shall not knowingly be required to work or engage in any activity that can reasonably be deemed hazardous to life or limb.
- E. **Drugs, Tobacco and Alcohol**
 1. The District and the Association have an important interest in providing a safe, healthful working and learning environment for unit members and pupils.

In this Article, the following definitions apply:

- a. *Workplace.* All District property and any place away from the District where District students are engaged in a school related activity.
- b. *Scope of Employment.* Any duties performed as a District employee. Exclusions are conferences and CSEA and District social functions where District students are not present.
- c. *Reasonable Suspicion.* A belief based on objective facts sufficient to lead a reasonably prudent person to suspect that a unit member is under the influence of a substance so that the unit members ability to perform the functions of the job is impaired or so that the unit members ability to perform his/her job safely is reduced. Reasonable suspicion may result from actual observation of the use or ingestion of a substance by a unit member. It may be based on reliable information that the unit member is currently using or has recently used or possessed a controlled substance or open container with alcohol on the job. Reasonable suspicion may result from an observation of physical symptoms such as but not limited to slurred speech, red and/or watery eyes, unsteady gait, dilated pupils, or sleeping on the job.

2. No unit member shall smoke at any workplace. No unit member shall smoke in the presence of a pupil or another unit member while acting within the scope of employment. Possession of legal tobacco or tobacco products is not prohibited.
3. The District encourages and shall reasonably assist any unit member with an alcohol or drug dependency to seek treatment or rehabilitation according to a plan to be developed by an Association and District committee during 1989-90. The District shall reasonably accommodate any unit member with an alcohol or drug dependency, as long as such reasonable accommodation does not impose an undue hardship on the District. Sick leave and/or contractual unpaid leave may be used by a unit member for treatment or rehabilitation of an alcohol or drug dependency by a physician or other professional specializing in such treatment or rehabilitation. A unit member shall be permitted to participate in outpatient treatment and inpatient treatment before a final dismissal.
4. All unit members must notify the Superintendent in writing within five (5) days of any drug statute conviction or of any driving under the influence of drugs or alcohol conviction for a violation occurring in any workplace or while the unit member is acting within the scope of employment. A conviction includes any finding of guilt, including a no contest plea, or imposition of a sentence by any judicial body.
5. No unit member shall possess, consume or be under the influence of alcohol at any workplace or when acting within the scope of employment. Any unit member who possesses, uses or is under the influence of alcohol at any workplace or while acting within the scope of employment or who is convicted of driving under the influence of alcohol with a pupil or another unit member while acting within the scope of employment may be dismissed, even for a first violation depending on the fact(s) of the case.

Mere possession of sealed liquor products in a member's vehicle is not in and of itself a matter for discipline unless otherwise prohibited by law.

6. No unit member shall manufacture, distribute, dispense, possess, consume or be under the influence of illegal drugs or controlled substances at any workplace while the unit member is acting within the scope of employment. Any unit member who manufactures, distributes, dispenses, possesses, uses or is under the influence of illegal drugs or controlled substances at any workplace or any place while the unit member is acting within the scope of employment is subject to discipline, up to and including dismissal, even for a first violation depending on the fact(s) of the case. Any unit member who is convicted of driving under the influence of illegal drugs or controlled substances with a pupil or another unit member while acting within the scope of employment may be dismissed, even for a first violation depending on the fact(s) of the case.

The terms illegal drugs and controlled substances include all chemical substances or drugs listed in any controlled substances laws or regulations, such as the Federal Controlled Substance Act of 1988 and California Health and Safety Codes, Sections 11054 to 11058.

The possession or use of drugs under and consistent with the specific directions of a physician which does not seriously impair the performance of a unit member or render the unit member unfit to work with children is not prohibited.

7. The District has the right to search any District property, such as desks, lockers, cabinets, or other property with the exception of a member's locked desk or cabinet, unless there is reasonable suspicion or probable cause related to drug or alcohol use or possession.
8. A District official with authorization from the Superintendent or his/her designee may inspect a unit members personal property when there is reasonable suspicion to believe that the unit member is

in violation of the prohibitions in provision E, and the unit member is advised about the reason for the inspection. The unit member may request an Association-designated representative to be present during the inspection.

A unit member's personal property shall not be inspected without the unit member's consent, but the District may discipline any unit member up to and including dismissal if the unit member refuses to consent to an inspection after being advised that a refusal to consent subjects the unit member to discipline. However, such discipline shall not be based solely on such refusal, but shall be based on all the fact(s) of the case.

9. The District, when there is reasonable suspicion, may request that a unit member submit to drug and alcohol testing. Reasonable suspicion normally requires either information from a person who is known and whose credibility can be carefully weighed or another reasonable ground for suspecting that the testing will turn up evidence that provision E has been violated. A reasonable ground includes but is not limited to the employee appearing to be under the influence of alcohol or drugs, the unit member being found in possession of alcohol or suspected controlled substances, the unit member being involved in an accident whose nature indicates impairment of ability or judgment, or the unit member being involved in an incident in which a safety precaution was violated or a careless act was performed. The District also may request that a unit member submit to drug or alcohol testing when the unit member seeks to return to work after being absent for treatment or rehabilitation for alcohol or drug dependency.

A unit member is not required to submit to drug or alcohol testing without the unit member's consent, but the District may discipline any unit member up to and including dismissal if the unit member refuses to consent to such testing. No discipline shall be imposed, however, unless the unit member is advised about the reason for the testing, and the unit member refuses to consent to the testing after being advised that a refusal to consent subjects the unit member to discipline.

However, such discipline shall not be based solely on such refusal, but shall be based on all the fact(s) of the case.

Any consent or refusal to submit to the testing shall be in writing. If the unit member consents to the testing, the unit member also shall authorize in writing the release of the medical information. If the unit member consents to the testing but refuses to authorize the release of the medical information, disciplinary action shall not be taken because of that refusal. Disciplinary action, however, may be taken based on other available evidence. If the unit member refuses to release the medical information to the District, the District will not be available to assist the unit member in any decision regarding discipline.

The District representative and an Association representative, if requested by the unit member, may be present according to the policy and procedure of the lab or clinic, and should escort the unit member to the independent laboratory and/or clinic previously selected by the District and the Association.

The independent laboratory and/or clinic requested to conduct any testing shall be instructed to:

- a. Ask the unit member to provide a specimen. Test the specimen for the presence of any prohibited substances.
- b. Preserve and mark all specimens yielding positive results.
- c. Return the lab report and any other information showing results to the District with written consent of the unit member as specified in Section E. 9 of this article.

If the first laboratory test shows positive results, the specimen shall be tested again using a different

test methodology. The unit member may be asked to provide an additional specimen under the procedures described above.

Any second test must confirm a positive first test for evidence of alcohol or drug use.

A District representative shall attempt to interview any unit member where a test shows positive results. The unit member shall be given an opportunity at such interview to explain the positive test result. If such explanation is satisfactory to the District representative, no discipline shall result from this test.

10. Testing reports shall be treated similarly to other confidential personnel documents which have restricted access.
11. The District agrees to hold harmless, save, and defend the Association and any officer, agent, or unit member thereof from any and all liability for damages or attorneys' fees and costs arising out of any claim against the Association or such person or persons concerning the interpretation or application of these drug testing provisions.
12. The District and the Association intend that these provisions shall be interpreted so as to give effect to all constitutional and statutory rights of unit members, and to provide unit members freedom from unreasonable searches.

ARTICLE X: GRIEVANCE PROCEDURE

- A. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate administrative level. The District and the Association agree that every effort shall be made by management and the aggrieved party to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably upon an unit member's good standing, performance, or loyalty or desirability to the organization. Unit members, unit member representatives, and other persons involved in the presentation of a grievance will be free from unlawful restraint, interference, coercion, discrimination, or reprisal.
- B. Any unit member may present grievances relating to a contract dispute to his employer and have such grievances adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement. The District shall not agree to the adjustment or resolution of the grievance after filing at Level I until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- C. An Association representative shall have the right to file a grievance with the appropriate administrator at Level I, II, III, and IV. The grievant must be present at each grievance conference.
- D. **Definition**
 1. A "grievance" is a formal written allegation by a unit member who has been adversely affected by a violation of the specific provisions of the Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations and procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the District, or by the Administrative regulations and procedures of this School District are not within the scope of this procedures.
 2. A "grievant" is the Association and/or District employee in the unit covered by this Agreement who is filing a grievance. (*amended 7-00*)

3. A "day" is a day in which the central administrative office of the District is open for business, excluding winters or spring break, or when the involved administrator is outside the District attending conferences or on vacation or when the grievant is outside the District attending conferences or on vacation. (*amended 7-00*)
4. The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances.

E. Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor or designee.

F. Formal Level

1. Level I

Within fifteen (15) working days after the occurrence of the act or omission giving rise to the grievance, or having knowledge of such act or omission, the grievant must present such grievance in writing to the immediate supervisor or designee (*amended 12/12/95*).

This written grievance shall be in a clear, concise statement of the grievance, the article of this Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

The supervisor or designee shall communicate a decision to the unit member in writing within fifteen (15) working days after receiving the grievance (*amended 12/12/95*).

Within the above time limits either party may request a personal conference with the other party.

2. Level II

In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing to the Associate Director, Human Resources or designee within five (5) days following said decision.

This written appeal should include a copy of the original grievance, the article of this Agreement alleged to have been violated, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal.

The Associate Director, Human Resources or designee shall communicate a decision within five (5) days after receiving the appeal. Either the grievant or the Associate Director, Human Resources or designee may request a personal conference within the above time limits.

3. Level III

In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision in writing to the Superintendent or designee within ten (10) days following said decision.

This written appeal should include a copy of the original grievance, the article of this Agreement alleged to have been violated, the decision rendered at Level II, and a clear, concise statement of the reasons for the appeal.

The Superintendent shall meet with the employee within ten (10) days after receiving the appeal. Either the grievant or the Superintendent or designee may request a personal conference within the above time limits.

4. Level IV

In the event the grievant is not satisfied with the decision at Level III, the grievant may request confidential mediation. The written request shall be filed in the Office of the Superintendent within ten (10) days after receipt of the written decision in Level III. The State Conciliation Service shall be requested to supply a mediator.

The mediator shall schedule meeting(s) with the concurrence of both parties in order to resolve the grievance. Mediation will be confidential.

5. Level V

If a grievance is not resolved in Levels I, II, III, or IV, the unit member may request in writing a hearing before an arbitrator. The written request shall be filed in the Office of the Superintendent within ten (10) days after the mediator in Level IV determines that further mediation will be futile, and so notifies both parties.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within ten (10) days after said notice is given. If the two parties fail to reach agreement on an arbitrator within ten (10) days, the State Conciliation Service shall be requested to supply a list of five (5) names. The order of striking shall be determined by lot. The selection of the arbitrator and the arbitration proceedings shall be conducted under the Voluntary Labor Rules of the American Arbitration Association.

Powers of the Arbitrator

It shall be the function of the arbitrator to make a recommendation to the Board of Trustees to resolve the grievance. The arbitrator shall be subject to the following limitations:

- a. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.
- b. The arbitrator shall have no power to recommend or resolve the following:
 - (1) Any claim or complaint for which there is another remedial procedure or course established by the Education Code.
 - (2) Any claim or complaint involving the substance or judgment or an evaluator in an evaluation.
- c. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have jurisdiction to act on the arbitrability of the grievance, but such action shall take place prior to any determination on the merits.
- d. The fees and expenses of the arbitrator shall be shared equally by the District and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- e. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services and expenses of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they mutually agree. If the arbitrator

requests a court reporter, then the costs shall be shared by both parties. The court reporter shall deliver a copy of the proceeding to each party within five (5) days.

Arbitration Hearings

Hearings held under this provision shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. Such hearings shall be conducted during non-classroom direct instruction hours, unless there is a mutual agreement for other arrangements.

6. Level VI

Within ten (10) days from the receipt of the arbitrator's recommendation, the Board shall meet with the unit member and render a final and binding decision. The disposition of the grievance shall be in writing within fifteen (15) days of the meeting. The Board shall furnish a copy to the grievant.

ARTICLE XI: SUPPORT OF AGREEMENT

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Association shall support this Agreement for its term and shall not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and the Association.

ARTICLE XII: 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 hereunder 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.

ARTICLE XIII: CLASSIFIED HOLIDAYS

Bargaining Unit members shall be granted the following fifteen (15) holidays with pay to be scheduled each year by the District provided they are in paid status during a portion of the working day immediately preceding or succeeding the holiday.

CLASSIFIED HOLIDAYS

New Year's Day
Martin Luther King, Jr.'s Day
Lincoln's Day
Washington's Day
Memorial Day
Independence Day
Labor Day
Admission Day or Local Holiday
Veteran's Day
Thanksgiving Holidays (2)
Winter Holidays (3)
New Year's Eve

ARTICLE XIV: COMPENSATION AND BENEFITS

- **A.** Retroactive to February 1, 2008 a 1.5% salary increase will be applied to the classified salary schedule. In addition, effective October 1, 2008 a funded COLA from 2008-2009 will be given that is not less than .75% and not exceeding 1.0%. The formula applied to the latter provision is: The funded increase in the base revenue limit (BRL) per average daily attendance (ADA) ("BRL per ADA") for the 2008-2009 school year expressed as a percentage increase will be applied to the classified salary schedule effective October 1, 2008. The BRL per ADA for 2007-2008 is \$5,552.52. For any increase to be applied to the classified salary schedule for 2008-2009, the BRL per ADA must be funded at an amount greater than \$5,552.52, except that the application of this formula will yield no less than a .75% increase and no more than a 1.0% increase to the classified schedule for the 2008-2009 school year.
- The District contribution will be increased to cover the PacifiCare rate on employee only for both the 2007-2008 and 2008-2009 school years.
- A new longevity model will be applied to new classified employee hires as of September 1, 2008. This longevity model will provide for longevity increases impacting years eleven (11), eighteen (18), and twenty-five (25). Any classified employee on the thirty-nine (39) month rehire list will remain on the current longevity model.

B. Frequency

All unit members shall be paid once per month payable on or before the last working day of the month. If the normal pay date falls on a holiday, the warrant shall be issued on the preceding workday.

C. Errors in Salary

Any error in salary resulting in insufficient payment for unit member shall be corrected and a supplemental warrant issued within five (5) workdays.
(amended 12-12-95)

D. Promotion

Any unit member receiving a promotion under the provision of this Agreement shall be moved to the appropriate range and step of the new class to insure not less than a five (5) percent increase or a movement to Step 1 of the higher class, whichever is greater, as a result of that promotion.

E. Mileage

Any unit member required to use his/her vehicle on District business shall be reimbursed at the IRS authorized maximum allowable amount as of July 1 for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the bargaining unit member's normal job site after the completion of District business. After submission of the travel claim, the employee shall be reimbursed within ten (10) working days.

F. Meals

Any unit member in the Bargaining Unit who, as a result of work assignment, must have meals away from the District shall be reimbursed for the full cost of the meal within ten (10) working days after submission of the expense claim. Prior approval for any expenses and the amount thereof must be obtained from the District.

G. Lodging

Any unit member who, as a result of a work assignment, must be lodged away from home overnight shall be reimbursed by the District for the full cost of such lodging within ten (10) working days after submission of the travel claim. Prior approval for any expenses and the amount thereof must be obtained from the District.

H. Longevity

An anniversary increment of one additional step on the salary schedule is granted when an employee reaches the tenth year of continuous service in the District and again at each fifth year thereafter through employees 25th year. (*amended 3/13/2007*)

For unit members serving in two or more separate positions, longevity in the position that the unit member has served the longest in will be based upon years of service within the District as set forth in the paragraph above. Longevity in any other position will be based upon years of service in such position as opposed to years of service within the District. (1/13/04)

A year, for the purposes of this provision, is equal to 175 days of actual paid service (*added 12/12/95*).

Commencing with the 2005-2006 school year, unit members who have completed 15 years of service with the district, of which the last four years have been consecutive, and submit an irrevocable resignation/retirement letter one (1) year before the effective date of retirement shall be eligible to receive a 5% (one step) additional longevity increment for their final year of service. (*added 3/13/07*)

I. Compensation During Required Training Periods

An employee who is required to attend training sessions or otherwise required to engage in training of any kind in order to continue his/her employment in a position shall receive compensation as follows:

When the training occurs during the employee's regularly assigned working hours, the employee shall be paid at his/her regular rate of pay and shall receive benefits to which he/she is entitled.

When the regularly assigned hours and the hours of training combined exceed eight (8) hours on a regularly assigned workday, or when the required training occurs at any time other than the regularly assigned work week, the employee shall be paid at the overtime rate, Article VII, Section B, appropriate for the day and/or time at which the training occurs.

All costs incurred under a mandated training program for unit members shall be paid by the District and shall include transportation, registration fees and supplies.

J. Compensation for Classified Trainer

Unit members shall be paid \$20 per hour for each hour of training, plus \$20 per hour for training presentation preparation (presentation preparation hours shall be approved in advance by district administrator). (*added 2/9/06*)

K. Compensation for an Employee Working Out of Classification

Compensation for a unit member working out of classification shall be adjusted upward by five (5) percent, or a movement to step one of the classification he/she is occupying, whichever is greater, as a result of working out of classification. (*amended 1/28/97*)

L. Compensation for Unit Member Working Sixth Grade Camp

A unit member who is employed to support students at Sixth Grade Camp for the full term of the camp program shall be paid two (2) additional days per diem. If there is a holiday during the time of the camp program, one (1) additional day per diem shall be paid. *(added 10/29/01)*

M. Shift Differential

The unit member whose work is regularly scheduled to begin before 6:00 a.m. or ends after 6:00 p.m. shall receive a 5% differential. *(amended 1/27/98)*

N. Health and Fringe Benefits

Effective 1/1/02 Voluntary Employee Benefit Association (VEBA) shall replace JPA Fringe Benefits Consortium as the health benefit administrator for medical insurance coverage of unit members. *(added 11/20/01)*

2007 Premium year (amended 3/14/07):

HEALTH BENEFITS INSURANCE

	<u>Annual Amount</u>	<u>District Contribution Tenthly Rates</u>	<u>Employee Contribution Tenthly Rates</u>
Kaiser	\$3,698.40	\$369.84	-0-
Pacific Care	4,323.20	432.32	-0-
Delta Dental Employee	644.60	64.46	-0-

HEALTH INSURANCE

	<u>Annual Amount</u>	<u>District Contribution Tenthly Rates</u>	<u>Employee Contribution Tenthly Rates</u>
Safeguard Custom Plan 6	224.00	22.40	-0-
VSP (Eye Services)	95.10	9.51	-0-
JPA Life	8.20	.82	-0-

1. Life insurance and dental insurance shall be provided for each unit member. The tenthly amount for medical insurance will be paid, dependent upon the coverage selected by the unit member. Each unit member may choose either Pacific Care HMO or Kaiser, but may not elect to have the District pay more than one coverage. Each unit member may choose either Delta Dental or Safeguard Dental, but may not elect to have the District pay more than one coverage. Any increase in the maximum amounts listed shall be deducted from the unit member's pay. *(amended 3/13/06)*
2. A pre-tax plan as allowed by the IRS (Sec. 125) will be instituted beginning October 1, 1989, or as soon as enrollment is completed after that date. Monthly administrative costs shall be paid 75% by the employee and 25% by the District. If at any time the IRS disallows this pre-tax plan, this program shall be dropped by the District and the District shall assume no responsibility or non-use of funds for any employee losses due to disallowance.
3. CSEA and the District agree to move the new insurance period from October 1, beginning January 1, 1999. A limited open enrollment shall be held yearly in the fall, only for those who need to make changes and for Section 125. The open enrollment is for changes to be implemented January of each year.

4. Unit members hired prior to 11/20/01 on a tiered program of medical and dental coverage for unit members and dependents shall be “grand fathered” in the program and continue to receive the coverage provided through the tiered program.
5. Unit members hired on or after 11/20/01 shall pay 35% of the VEBA medical insurance premium for unit member plus spouse or unit member plus family coverage. The District’s contribution shall be 65% of the VEBA medical insurance premium for the unit member plus spouse or unit member plus family coverage.

O. Right to Continue Coverage Under COBRA (added 3/13/07)

1. Public Law 99-272, Title X, requires Lemon Grove School District to sponsor group health plans offering employees and their families the opportunity for a temporary extension of health coverage (called “continuation coverage”) at group rates in certain instances where coverage under the Plan would otherwise end.
2. If an employee of the Lemon Grove School District is covered by medical, vision and dental coverage, the employees has the right to choose this continuation coverage if the employee loses group health coverage because of a reduction in hours of employment or the termination of employment (for other reasons than gross misconduct on the employee’s part).
3. As the spouse of an employee covered by medical or dental coverage, the spouse has the right to choose continuation coverage if the employee loses group health coverage under these group plans for any of the following four reasons:
 - a. The death of the employee;
 - b. A termination of the employee’s employment (for reasons other than gross misconduct) or reduction in employee’s hours of employment;
 - c. Divorce or legal separation from the employee; or
 - d. The employee becomes eligible for Medicare.

P. Early Retirement Benefit

An early retiree is a person who begins drawing retirement benefits from PERS after reaching age 55, but prior to age 65.

The District agrees to pay medical and dental insurance benefits subsequent to early retirement on a sliding scale based upon the age of the classified unit member at retirement as follows:

- a. Unit members who have reached age 55 and who have been continuously employed within the Lemon Grove School District for a period of at least ten (10) years shall, upon application, be awarded the benefit of having the District pay the retired classified unit member’s medical and dental insurance premium costs on the appropriate scale, based upon the employee’s age at retirement and until the employee’s sixty-fifth (65th) birthday.
- b. Insurance benefit payments for unit members shall be:

Percent of unit members Coverage

Age at Retirement

Cost to be Paid by the District

55 through 60

100%

61 through 63
64

50%
20%

- c. Eligibility of retirees and dependents shall be covered by the rules and regulations of the insurance carrier(s) and the retiree shall be expected to perform all acts necessary on the unit members part to meet any such rules and regulations. *(amended 2/9/06)*
- d. The retiree shall select coverage from the benefit plans for medical and dental insurance which are available in the District. *(amended 2/9/06)*
- e. Retirees who move outside the coverage area of the District's carriers shall receive either: (1) cash payments equal to what the District would have paid on their behalf for insurance if they had remained in the coverage area or (2) reimbursement for insurance purchased outside the coverage area, whichever is less (e.g. If the relocate retiree chooses to purchase insurance that is less costly than the District provided insurance, the district shall only reimburse for the cost of such plan.)

If the district is making cash payments to the retiree under this provision, the retiree must annually submit evidence acceptable to the District to show medical insurance payments were made to cover the retiree (not including dependents). *(added 1/24/06)*

- f. Unit members eligible for such benefit shall be an early retiree employed during the term of this contract, or subsequent contracts containing this benefit as one of its provisions. This Article shall not be retroactive for any early retirees in prior years.

Q. Early Retirement

The parties shall meet annually to discuss the possibility of designing individual early retirement incentives. *(added 6/00)*

R. Unit Member Death

Upon the death of a unit member, the surviving spouse, under age 65, and minor dependents shall have the option to continue existing COBRA dependent coverage for up to 18 months at no cost to the District provided that no duplicated benefits exist. If the surviving spouse is subsequently employed with benefits, the District shall be relieved of providing this option.

S. Retiree

Subsequent employment of a retiree which includes benefits shall relieve the District of providing duplicate benefits as long as such employment continues. Upon termination of subsequent employment, the retiree shall be eligible for reinstatement of benefits under this Article at the next open enrollment period.

T. Retiree Death

Upon the death of a retiree, the surviving spouse under age 65, and minor dependents have the option to continue existing COBRA dependent coverage for up to one year at no cost to the District provided that no duplicated benefits exist. If the surviving spouse is subsequently employed with benefits, the District shall be relieved of providing this option.

ARTICLE XV: COMPLETION OF MEET AND NEGOTIATE

- A. The District and the CSEA agree that they have had a full and unrestricted right to make, advance, and discuss all matters properly within the scope of meeting and negotiating according to PERB decisions and state law. The above and foregoing Agreement constitutes the full and complete agreement herein contained. The District and the CSEA, for the term of this Agreement, specifically and unequivocally waive the right to demand or to petition for changes herein, or additions thereto, except as provided in Article XIX, Term, whether or not the subject were known to either party at the time of execution hereof as proper subjects for meeting and negotiating.

ARTICLE XVI: LAYOFF, REEMPLOYMENT, VOLUNTARY DEMOTION IN LIEU OF LAYOFF, VOLUNTARY REDUCTION IN HOURS IN LIEU OF LAYOFF, AND THE IMPACTS AND EFFECTS OF SUCH MATTERS

A. Alternative to Layoff

If a position is eliminated which is not already vacant, unit members who are least senior in the classification where the position shall be eliminated and voluntarily accept reassignment to an available position shall not be laid off. Such acceptance of voluntary reassignment must be in writing. The Assistant Superintendent of Human Resources shall notify the Bargaining Unit President when a unit member is being reassigned. The Assistant Superintendent of Human Resources shall meet with the unit member and a CSEA representative to review and mutually agree upon available positions and unit member's qualifications. The unit member shall have the right to consult on available positions. Reassigned unit members shall be provided information regarding the position in addition to guidance and expectations for the new assignment prior to their reassignment. The unit member shall receive five (5) days notice of the new assignment prior to placement. The employee shall have the option of reporting to the new assignment in less than five (5) days. Such notice shall indicate the new classification, work site, work schedule and job description. *(added 12/14/00)*

B. Reasons for Layoff

Unit members shall be subject to layoff for lack of work and/or lack of funds.

C. Notice of Layoff

Unit members shall be given not less than forty-five (45) days notice of layoff under Section B. Any written notice shall indicate the reason for layoff. The District and the CSEA shall meet no later than five (5) working days after any notice of layoff has been sent, to review the proposed layoffs under the provisions of this Agreement. Failure to give the unit member written notice under the provision of this section shall invalidate the layoff.

D. Order of Layoff (1/13/04)

1. Whenever it becomes necessary to reduce the number of unit members because of lack of work or lack of funds, the District shall recommend the specific positions to be discontinued. "Length of Service" in class shall be the only criteria used to effect layoffs. The employee who has been employed the shortest time in the class, plus equal and higher classes, shall be laid off first. Reemployment shall be in the reverse order of lay off. Length of Service shall be defined as all hours and minutes in paid status, excluding overtime, of that employee as a regular or permanent employee in the class, plus any service in equal or higher classes.
2. If two or more employees subject to layoff have equal length of service, the decision of who shall be laid off shall be made by lot in the presence of an association representative.
3. Unit members who have been laid off because of lack of work or lack of funds are eligible for

reemployment for a period of thirty-nine (39) months. During that time and when qualifications permit, they shall be reemployed in preference to new applicants. If the unit member refuses a reemployment offer, he/she shall not be eligible for further preferred consideration. A refusal shall not preclude an employee from future employment with the District.

4. Recalls shall be made in the reverse order of layoffs within each job classification. Those unit members who have completed a probationary period shall be reemployed without having to serve an additional probationary period.
5. Notification of recall shall be made by personal contact or certified mail to the unit member's last known mailing address. The unit member must indicate acceptance of the job offer within five (5) working days after receipt of the notification, and arrange the time of return to work. The unit member must, however, be available within fifteen (15) work days of notice.
6. Any unit member who is improperly laid off shall be re-employed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.

E. Bumping Rights

1. A unit member laid off from his/her present class may, in order to avoid layoff, bump into the next lowest class in which the employee has greatest seniority considering his/her seniority in the lower class and any higher classes.
2. A unit member who elects a layoff in lieu of bumping maintains his/her employment rights under this Agreement.

F. Voluntary Demotion or Voluntary Reduction in Hours

1. Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the unit member's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and with no time limit except that they shall be ranked in accordance with their seniority on any valid reemployment list.
2. For voluntary and involuntary layoffs of unit members that are effective on or after the effective date of this Article, District fringe benefit coverage for said unit members shall continue for four months following the effective date of the layoff at the level of benefits prior to layoff.

G. Misc. Effects of Lay off

1. For those unit members laid off, all earned and unused vacation shall be paid as soon as possible to the employee.
2. Prior to any layoff, a unit member shall be entitled to use personal necessity leave days to seek other employment.
3. Any employee who was participating in the "tiered family health insurance program" at the time of lay off or voluntary reduction in assigned time shall, upon reemployment (including the restoration of assigned time), be reinstated into the "tiered family health insurance program." Reinstatement shall include the restoration of any credit earned by such employee toward the five (5) year vesting requirement. (1/13/04)
4. Supervisors shall not discipline employees for a backload of work resulting from reductions.

H. Election of Retirement Reemployment Rights

1. Any unit member laid off for lack of work or lack of funds and who elects service retirement from the Public Employees Retirement System shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of the Public Employees Retirement System of the fact that retirement was due to layoff or lack of work or funds. If the unit member is offered, and accepts in writing, an appropriate vacant position, the District shall maintain the vacancy until the Board of Administration has properly processed the employee's request for reinstatement from retirement. (E.C. 45115)

I. Association Rights

1. The parties agree that the above provisions in this Article represent the full and complete agreement between the parties concerning layoff, reemployment, voluntary demotion in lieu of layoff, voluntary reduction in hours in lieu of layoff, and the impacts and effects of such matters. CSEA hereby clearly and unequivocally waives the right to meet and negotiate all these matters during the term of the current contract between them.

2. The District shall, when presented with a timely list of concerns regarding any aspect of a lay off, shall consult with the Association about such concerns. This obligation to consult does not impact in any way the waiver set forth above. (1/13/04)

3. Any involuntary reduction of hours shall be negotiable upon request of CSEA.

J. District Rights

1. The District may reclassify upward or downward the salary range for any vacant position. Prior to such reclassification, the District shall notify CSEA. CSEA, if it desires to negotiate the reclassification, shall make its desire to negotiate in writing within ten (10) days of receipt of notice from the District.

2. The District may establish new classifications and initial salary ranges for those classifications. CSEA, if it desires to negotiate the salary ranges, shall make its desire to negotiate in writing within ten (10) days of receipt of notice from the District of establishment of the new classifications. Pending a conclusion of negotiations, unit members in the new classifications shall be paid on the initial salary ranges established by the District.

ARTICLE XVII: PROFESSIONAL GROWTH PROGRAM (added 6/00)

1. **Point Credits:** A Professional Growth Increment (one range on the salary schedule) is earned by the accumulation of fifteen (15) point credits. A unit member may only participate in the Professional Growth program to the maximum units allowable, which shall be a limit of two (2) increments (for a limit of two (2) full ranges). A maximum of three (3) unit members may receive the Professional Growth Increment each year on a first come, first served basis. Should the number of unit members seeking to exceed the limit for the year, those excluded during the current year shall be carried over and have first priority the following year.

When a unit member expects to qualify for a professional growth increment, the unit member shall file the required District form stating his/her intent to reclassify during the forthcoming year. The District form must be filed by April 1 of the year prior to qualifying for the Professional Growth Increment in

order to permit such increase for the forthcoming school year.

- a. One (1) point equals fifteen (15) hours of approved learning activities.
 - b. Fifteen (15) points equals two hundred twenty five (225) class hours. Activities of less than fifteen (15) hours may be grouped into a unit or multiple units to a total of fifteen (15) points or two hundred twenty five (225) hours.
2. **Course Eligibility:** Credit shall be given for the completion of college, adult education, or trade school courses pertinent to the unit member's job assignment or promotional job opportunities. The courses must be completed with a grade of "B" or better or "pass" if grading is done on a pass/fail basis.
 3. **District Approved Educational Agencies and Special Programs:** Included in these activities are programs, workshops, seminars, institutes, or lectures offered by colleges, adult schools, or professional associations. No credits shall be given for courses attended during the work day.
 4. **Professional Growth Review committee:** This committee is composed of three (3) members. One (1) member shall be a unit member designated by CSEA. If such member is to be absent or resigns, CSEA shall appoint an alternate. One (1) member shall be a District administrator appointed by the Superintendent. One (1) member shall be selected by mutual agreement between the CSEA President and the Superintendent or designee to serve a two-year term or shall be removed by mutual agreement between the CSEA President and the Superintendent or designee.

Unit members must obtain prior written approval from this Committee for credits to be undertaken. Written approval shall be obtained by submitting the District form to the Personnel office for Committee Review.

5. **Procedure:** When the unit member has completed fifteen (15) points (units), the unit member shall submit transcripts, report cards and other acceptable certification of the courses completed to the Personnel Office. The Professional Growth Increment shall be effective at the next regular pay period after filing the documentation with the Personnel Office.
6. **Forms:** The form for coursework approval and scholarship request is attached to this agreement. Suggested course titles and the listing of educational institutions relating to the administration of the Professional Growth Program shall be available from the Professional Growth Review Committee. The suggested titles and institutions are for informational and guideline purposes only, and in no way restricts the inclusion or deletion of courses, institutions for activities applicable for approval under the Professional Growth Program.
7. **Scholarship:** In order to provide alternate opportunities for professional growth, unit members, on a first come, first served basis, may apply for scholarship funds to attend course work related to the current classification or a classification for which the person may seek a promotion. Scholarships shall be approved by the Professional Growth Review Committee. No one unit member shall receive more than \$500 per year in scholarships. Course work taken using the District scholarship would not be subject to the Professional Growth Increment. A maximum of \$2500 per year shall be available for scholarships.

ARTICLE XVIII: DISTRICT RIGHTS

- A. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control its operations to the full extent of the law. The only limitations on those powers and authority are the express provisions of this Agreement.
- B. Included in, but not limited to, those duties and powers are the exclusive right to determine its organization;

direct the work of its unit members, determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work, provided it does not displace any permanent or probationary classified unit member; and take any action on any matter in the event of an emergency as defined by law.

The Board also retains the right to hire, classify, layoff, evaluate, promote, terminate and discipline unit members.

C. The exercise of these powers, rights, authority, duties, and responsibilities by the Board; the adoption, revision, and rescission of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of this Agreement, and then only to the extent such express terms are in conformance with the laws of the State of California.

ARTICLE XIX: DISCIPLINE OF UNIT MEMBERS

A. A permanent unit member may be disciplined by the District for just cause. A verbal and a written reprimand shall normally precede a discipline. The term "discipline" specifically does not include adverse or negative evaluations, warnings, directives, and the implementation of other Articles in the Agreement such as the denial of any leave.

B. Prior to the taking of discipline, the Superintendent of Schools or his designee shall give written notice to the unit member. This written notice of proposed disciplinary action shall be served by mail or personal delivery to the unit member at least ten (10) calendar days prior to the date when discipline may be imposed. In emergency situations where it is deemed appropriate to remove the employee immediately, the unit member shall not lose compensation prior to the date when discipline may commence. Loss of compensation in all cases may occur after the tenth (10th) calendar day following the date written notice was served.

The written notice of proposed disciplinary action shall be served by personal delivery or by certified mail. Service by certified mail shall be deemed complete on the date of mailing. The contents of the written notice shall include at least the following:

1. A statement identifying the District.
2. A statement in ordinary and concise language of the specific acts and omissions upon which the proposed disciplinary action is based.
3. The specific disciplinary action proposed and effective date(s).
4. The cause(s) or reason(s) for the specific disciplinary action proposed.
5. A copy of the applicable regulation(s) where it is claimed a violation of regulation(s) took place.
6. A statement that the unit member has the right to respond to the matters raised in the written notice both orally and in writing, including the submission of affidavits, prior to the end of the ten (10) calendar days following the date the written notice was served.

7. A statement that the unit member, upon request, is entitled to appear personally before the Superintendent of Schools or his designee regarding the matters raised in the written notice prior to the end of the ten (10) calendar days following the date the written notice was served. At such meeting the unit member shall be granted a reasonable opportunity to make any representations the unit member believes are relevant to the case.

8. A statement that the unit member, upon written request, is entitled to a full evidentiary hearing before a hearing officer before any disciplinary action is final. The statement shall indicate that the proposed disciplinary action may commence after the ten (10) calendar days following the date the written notice was served. The statement also shall indicate that no full evidentiary hearing shall be held unless notice is delivered to the Superintendent of Schools within ten (10) calendar days after the date the written notice of proposed disciplinary action was served.

C. The unit member shall receive a full evidentiary hearing on the proposed disciplinary action only if a written demand for such a hearing is delivered to the Superintendent of Schools within ten (10) calendar days of the written notice of proposed disciplinary action.

In the absence of a demand for a full evidentiary hearing, the Superintendent of Schools shall act upon the charges after the time period for hearing demand has expired. *(amended 12/14/00)*

D. The full evidentiary hearing shall be conducted before a hearing officer. The hearing officer shall be mutually selected by CSEA (or the unit member if there is no representation by CSEA) and the Superintendent of Schools or designee. If there is no mutual agreement between the parties after ten (10) calendar days, a hearing officer shall be selected through the process of selecting a neutral from the State Conciliation Services. The expense of a hearing officer shall be borne equally by CSEA (or unit member if there is no representation by CSEA) and the District. If the employee is not represented by CSEA, he/she must deposit with the District an amount equal to the cost of two (2) days of hearing for the selected hearing officer at least five (5) days prior to the hearing. *(amended 12/14/00)*

Such hearings shall take place within a reasonable period of time but not before five (5) calendar days after the filing of a request for a hearing.

Hearings shall be presided over by the hearing officer.

The unit member shall have a right to appear in person on his own behalf, with counsel or such representation as he requests to represent his defense.

E. The hearing officer shall conduct the hearing and shall rule on questions, evidence, and procedure.

Either party may call witnesses, introduce evidence, testify, and question witnesses.

The District has the burden of proof and shall first present evidence and testimony.

Normal procedures shall be followed; i.e., charging party presentation, defense cross-examination, defense presentation, charging party cross-examination, and rebuttal evidence from each party.

Hearings shall be recorded at the request of either party with such expense being borne by requesting party.

F. The recommendation of the hearing officer shall be submitted to the Superintendent and shall be in writing summarizing the acts, setting forth findings, and making a recommended decision. The decision by the hearing officer shall be final unless the superintendent, within five (5) days following receipt of the decision determines to review further the proceedings of the hearing with a view toward making his own findings

and conclusions in the matter. The findings and conclusions of the Superintendent shall be made within thirty (30) days after the decision to review the matter. If the unit member is dissatisfied with the findings and conclusions of the Superintendent, the unit member, within five (5) days of receiving such findings and conclusions may ask the Governing Board to review the findings and recommended decision of the hearing officer and the findings and conclusions of the Superintendent. The findings and conclusions of the Governing Board shall be made within forty-five (45) days after the request to review the matter. The action of the Governing Board regarding such findings and conclusions shall be final. If the Governing board rejects the findings and recommendations of the hearing officer, the District shall pay the expenses of the hearing officer. *(amended 7/18/00)*

ARTICLE XX: RECLASSIFICATION

A. Definition

Reclassification is the gradual accretion of duties over a period of time which differs measurably from the current job description.

B. Procedures for Reviewing Classification of Existing Positions

1. Employee, Supervisor, Association and District Request for Review:
It is recognized that in some circumstances duties and responsibilities accrue to a bargaining unit member which when added to those duties already being performed, make the employee a greater asset to the District. For this reason, procedures are needed which will allow an employee, supervisor and/ the District request a review of the total job.
2. An employee, supervisor, Association and/or District administrator may request a Reclassification Review.
3. The request for a Reclassification Review shall be submitted, in writing, on forms provided by the District to the Human Resources Office.

C. Timelines

1. Requests for Reclassification reviews are limited to one (1) time per year in September. All such requests must be received in the Human Resources Office by September 30th to be considered in that year cycle.
2. The Associate Director, Human Resources shall attempt to complete all requests for reclassification review by November 30 of each year. Any reviews not completed by November 30, will be completed as described in D.5.
3. If the Assistant Superintendent of Human Resources recommends no change in classification following the review of the position, a twelve (12) month time period must elapse before another request for a reclassification review is submitted.
4. If the determination to reclassify is made by the Assistant Superintendent of Human Resources due to a gradual accretion of duties and not a sudden change occasioned by the reorganization or assignment of completely new duties and responsibilities, the employee, supervisor, Association or the District administrator must wait twelve (12) months before requesting another reclassification review.

D. Human Resources Office Procedures

1. The Human Resources Office shall review the Reclassification Request forms for completeness. Incomplete forms shall be returned to the employee, supervisor, or District Administrator within ten (10) days. The reason for the return form (i.e. missing information, signature, etc.) shall be enumerated and attached to the document.
2. All requests for reclassification review shall be acted upon by the Associate Director, Human Resources. In no case, shall the Human Resources Office unilaterally exercise disapproval of a request for Reclassification Review.
3. The Director, Human Resources shall complete reclassification reviews during the months of October and November.
4. Reclassifications shall be numbered and date stamped when received in complete form in the Human Resources Office.
5. Should the number of requests prevent reviews from being completed by November 30, reviews will continue throughout the year as time is available to complete all remaining reviews. Any reclassification requests not able to be completed during the year submission will have priority to be reviewed in the following year cycle.

E. Reclassification Procedures

1. The Director, Human Resources will evaluate reclassification requests to determine if there is a gradual accretion of duties over a period of time which differs from current job description.
2. If there is not a gradual accretion of duties over a period of time which differs measurably from current job description, the Director, Human Resources shall recommend denial of the Reclassification Request.
3. A denial of reclassification may be appealed in writing by the employee, Supervisor or District Administrator to a Reclassifications Appeal committee.
4. The Reclassification Appeal Committee shall be composed of two (2) District appointed representatives and two (2) Association appointed representatives.
5. If there is a gradual accretion of duties over time, the Associate Director, Human Resources shall recommend one (1) or more of the following:
 - a) modification of the duties and/or responsibilities of the position that result in a salary change;
 - b) modification of the duties and/or responsibilities of the position that result in no salary change;
 - c) no change.
6. In no case shall the recommendation of the Reclassification Review result in a loss of salary for the employee. If the position is reclassified to a lower salary range, the employee shall be "y" rated.
7. If the Reclassification Review results in a reclassification with a higher salary range, the employee shall be placed on Step 1 of the new salary range or at a salary step that shall represent a 5% increase in pay.
8. Reclassification Review Recommendations must be provided in writing and submitted to the District and Association bargaining teams for review and any required negotiations.
9. The recommended reclassification shall be placed for approval on the agenda of the next regularly scheduled meeting of the Governing Board upon completion of any required negotiations. (added 12/10/02)

ARTICLE XXI: TERM

- A. Both C.S.E.A. and the District agree to extend the term of the current contract to June 30, 2009.
- B. On or about June 1, 2006, 2007 and 2008, either the District or the CSEA may give written notice to the

other party, by certified mail or hand delivery, of its desire to re-open Articles of each party's choice as noted above. *(amended 3/13/06)*

- C.** Upon receipt of this written notice, arrangements shall be made pursuant to the provisions of the EERA, including the Public Notice provisions, for meeting and negotiating to commence. Except in the above case neither party shall be required to negotiate with respect to any matter whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed the agreement.
- D.** In the event that neither party gives appropriate written notice to the other of its desire to re-open this Agreement, neither party shall be obligated to meet and negotiate. Pending any final conclusion of negotiations, Article XIV and all other Articles shall stay in effect.
(amended 12/10/02)

EMPLOYEES REPRESENTED BY THE BARGAINING UNIT *(amended 10/31/08)*

Account Clerk
Bilingual Instructional Assistant
Bilingual Preschool Clerk
Cafeteria/Playground Assistant
Campus Safety Assistant
Classroom Assistant
Classroom Paraprofessional
Custodian
District Translator
Extended Day Program Attendant
Extended Day Program Group Leader
Extended Day Program Site Leader
Facilities, Maintenance, Operations, Transportation Secretary/Dispatcher
General Clerk Typist, General Clerk Typist II
Grounds Worker, Grounds Worker II
Guidance Technician
Health Clerk, Health Clerk Lead
Heavy Duty Mechanic
Maintenance Assistant
Maintenance Technician
Media Specialist
Microcomputer Network Assistant, Microcomputer Network Technician
Nutrition Services Assistant, Nutrition Services Assistant - Breakfast
Nutrition Services Preparation Specialist
Nutrition Services Specialist/Satellite
Nutrition Services Assistant/Transport Specialist
Nutrition Services Technical Assistant
Nutrition Services Production Lead
Nutrition Services Program Technician
Occupational Therapist
Parent Community Liaison
Parent Volunteer Coordinator
Physical Education and Locker Room Assistant
Purchasing Specialist
Receptionist, Bilingual
School Bus Aide
School Bus Driver
School Secretary, School Secretary Lead
Secretary - Special Education
Secretary-Technology Center
Senior Custodian
Specialized Academic /Behavioral Assistant
Specialized Physical Healthcare Technician
Storekeeper
Technology Systems/Database Analyst
Traffic Safety Assistant
Transportation Specialist

FORMS

**LEMON GROVE SCHOOL DISTRICT
CHANGE NAME – ADDRESS- TELEPHONE**

Name : _____

Last 4 digits of Soc. Sec. #. _____

Prior Name: (if submitted for name change) _____

Address _____

I do not want my address to appear in the District personnel directory.

Telephone: _____

I do not want my telephone number to appear in the personnel directory.

Current location: _____ Effective date of change: _____

Please submit to School Secretary or department secretary (as appropriate) who will then forward to Personnel.

Personnel

Payroll

Sub Clerk

Reception

Secty. to Supt.

Admin. Secty.

revised 3/06

LEMON GROVE SCHOOL DISTRICT

RESIGNATION FORM

Please mark with an X the most appropriate reason from those listed

REASON FOR RESIGNATION:

- | | |
|----------------------------|-----------------------------|
| To seek other employment | Leaving the Area |
| To accept other employment | To attend school |
| Dissatisfaction with job | Health problems |
| To get married | Pregnancy |
| Personal/domestic reasons | Transportation difficulties |
| Voluntary Retirement | |

Employee Name: _____

Last 4 digits of Social Security: _____

Position: _____

School/Dept: _____

Last workday: _____

Today's Date: _____

Employee Signature: _____

revised 3/06

LEMON GROVE SCHOOL DISTRICT

Human Resources

**PROFESSIONAL GROWTH PROGRAM
REQUEST FOR COURSEWORK APPROVAL**

Name:	Date:
Title:	Site:

NOTE: All information contained on this form must be in compliance with "Professional Growth" article as contained in the current classified association contract.

Request for approval of course work.

Course No.:	Course Title:	
Name/Address of Institution or Organization:		
Anticipated date of completion:	No. of units/hours completed:	Personnel only. Units verified

Course No.:	Course Title:	
Name/Address of Institution or Organization:		
Anticipated date of completion:	No. of units/hours completed:	Personnel only. Units verified

Course No.:	Course Title:	
Name/Address of Institution or Organization:		
Anticipated date of completion:	No. of units/hours completed:	Personnel only. Units verified

Describe how you believe this course work directly applies to your current assignment and/or a promotional classification in the Lemon Grove School District.

By April 1 of each year, prior to qualifying for the Professional Growth Increment, unit members must submit their courses or activities offered by colleges, adult schools or professional agencies to the Professional Growth Review Committee for approval. Courses must be completed with a grade of "B" or better or "pass" if grading is done on a pass/fail basis. No credits will be given for courses attended during the workday.

Employee Signature/Date: _____
Professional Growth Review Committee
REQUEST APPROVED REQUEST DENIED
Reason: _____

Committee Chair Signature/Date: _____

Copy of approval to employee: Date: _____
Board notification letter to employee: Date: _____

LEMON GROVE SCHOOL DISTRICT
Human Resources

SCHOLARSHIPS

Name: _____ Date: _____

Address: _____

Position: _____ Site: _____

Essay: If you were to obtain a scholarship, how would the Lemon Grove School District benefit?

“Scholarship: In order to provide alternate opportunities for professional growth, unit members, on a first come, first served basis, may apply for scholarship funds to attend course work related to the current classification or a classification for which the person may seek a promotion. Scholarships shall be approved by the Professional Growth Review committee. No one employee could receive more than \$500 per year in scholarships. Course work taken using the district scholarship would not be subject to the Professional Growth Increment. A maximum of \$2500 per year will be available for scholarships.”

Employee Signature/Date: _____

Professional Growth Review Committee

___ SCHOLARSHIP APPROVED ___ SCHOLARHIP DENIED

Reason: _____

Committee Chair Signature/Date: _____

Copy of approval to employee: Date: _____

Board notification letter to employee: Date: _____

LEMON GROVE SCHOOL DISTRICT

Salary Reclassification Request

Name:

Date:

Salary reclassification requests must be submitted prior to April 1 of the year preceding reclassification to be effective July 1 of the following school year.

Are you applying for a salary reclassification? Yes___ No___

From PRI _____ to PRI _____ School year _____

Signature

Date

reviewed 3/06

Lemon Grove School District

Position Reclassification Request

1. Requesting Party: _____
Name Current Position Title

2. Background Information

Name _____ Class/Title _____

Name of School or Department _____ Working Title _____

Name of Special Program (if applicable) _____

Work Telephone Number _____ Ext. _____

Work Day Begins At _____ Ends _____ Total Hours Per Day _____

Length of Time in Present Position _____ Yrs. _____ Mos. _____

Last Previous Position (if applicable) _____

Total Length of Time with the District _____ Yrs. _____ Mos. _____

Title of Immediate Supervisor _____

Name of Immediate Supervisor _____

Name of Person(s) Who signs Evaluation _____

Does Your Current Class Title Accurately Describe Your Position? Yes ___ No___

If not, what Class Title do you believe better describes the Position? Please give reasons.

3. Specific Duties and Responsibilities

Please list all major duties of your current position and the percentage of time you spend performing each duty (total time should equal 100%)

5. Records and Reports

A. Records

What records do you regularly maintain or prepare?

B. Reports

What reports do you prepare or supervise the preparation of? How often are these prepared?

<u>Title of Report</u>	<u>Reason for Report</u>	<u>Sent to</u>	<u>How Often</u>
------------------------	--------------------------	----------------	------------------

6. Decisions

A. Type

Describe the most difficult and/or major decisions you make in the course of your work.

B. Degree of independence

What review is made of your decisions by others? Who reviews? For what reason? Do you work independently or with your supervisor closely available?

6. Education, Training and Experience Requirements

Indicate the qualifications and requirements for successful performance which should be required in filling a future vacancy in your classification. Describe what you believe is necessary for proper performance, not necessarily your own qualifications. Indicate your reasons for selecting these requirements.

Minimum Formal Education: _____

Specialized Training (Years and Type): _____

Previous Experience (Years and Type): _____

Licenses, Certification or Registration: _____

Training Period (required for a new employee possessing the qualifications above):

7. Other Factors

If you wish to present additional information about your job, use this space; additional sheets may be attached if needed.

I HAVE READ THE INSTRUCTIONS AND TO THE BEST OF MY KNOWLEDGE, I BELIEVE THE INFORMATION PRESENTED HERE IS ACCURATE AND COMPLETE.

Signature of Employee

Date

Signature of Immediate Supervisor

Date

Date Received In Human Resources

reviewed 3/06

LEMON GROVE SCHOOL DISTRICT

CLASSIFIED GRIEVANCE FORM

FILING DATE: _____ OCCURRENCE DATE: _____ DATE RECEIVED: _____

GRIEVANT: _____ RESPONDENT: _____

Check One: Informal _____ Level I _____ Level II _____ Level III _____ Level IV _____

A. STATEMENT OF GRIEVANCE: _____

B. ARTICLE OF CONTRACT VIOLATED: _____

C. REMEDY SOUGHT: _____

Signature of Grievant: _____ Date: _____

RESOLUTION OFFERED: _____

Signature of Respondent/Administrator: _____ Date: _____

RESOLUTION ACCEPTED: _____

Signature of Grievant: _____ Date: _____

Signature of Respondent/Administrator: _____ Date: _____

Distribution: Grievant District Respondent Association Representative Association President

CSEA Unsafe/Unsanitary Condition Notice

Consider this written notification of an unsafe or unsanitary condition directly affecting my physical welfare as specified in the CSEA contract Article IX – Safety Conditions. The immediate supervisor shall respond to the Bargaining Unit employee and Association in writing within twenty-four (24) hours of his/her intent in correcting this unsafe working condition.

Name (Signature)

Date Submitted

Received by (Supervisor signature)

Date

Condition Resolved: _____

CSEA Site Representative (Signature)

Date Resolved

Condition NOT Resolved: _____

CSEA Site Representative (Signature)

Date forwarded to
CSEA Grievance Chair

Article IX Section C: A unit member who reports any unsafe working conditions, in writing, to his/her immediate supervisor shall not be illegally discriminated against.

EVALUATION DOCUMENTS

Lemon Grove School District Classified Performance Evaluation Report

Last Name	First Name	MI	School Department						
Position title	Current Status	This Evaluation Represents							
	<input type="checkbox"/> Probationary <input type="checkbox"/> Permanent	<input type="checkbox"/> 3-Month Probationary Period <input type="checkbox"/> 6-Month Probationary Period	<input type="checkbox"/> Scheduled Evaluation <input type="checkbox"/> Supplemental						
Period covered by evaluation: From: _____ To: _____		*Markings of Growth Needed and/or Unsatisfactory require specific recommendations for Improvement – Reference Article 4, Collective Bargaining Agreement <input type="checkbox"/> Growth Plan Attached			Outstanding	Satisfactory	Growth Needed*	Unsatisfactory*	Not Applicable
PERFORMANCE FACTORS									
QUALITY OF WORK									
Accuracy, precision, completeness and neatness of employee's work									
KNOWLEDGE OF WORK									
Understands present job; endeavors to increase knowledge of job; suggests better methods and procedures									
QUANTITY OF WORK									
Volume of quality work completed within established/reasonable time frame									
WORK HABITS									
Organization of work; care and operation of equipment; safety considerations; accepts direction; prompt and efficient									
INITIATIVE									
Self-reliant; resourceful; willing to accept and carry out responsibilities; sees things to do without being told									
PERSONAL FACTORS									
ATTITUDE									
Accepts challenge/change; evidences conscientious concern; supportive; interested/enthusiastic in performance of duties									
RELATIONSHIPS WITH ADULTS									
Ability to get along with others; effective in dealing with public and other employees; communication skills									
RELATIONSHIPS WITH CHILDREN									
Shows respect for individual needs. Makes realistic demands. Warm and caring. Maintains appropriate discipline. Treats information about individual students with confidentiality.									
DEPENDABILITY									
1) Patterns of attendance 2) Health and attendance permits full attention to duties 3) Punctuality 4) Meets deadlines without close supervision									
JUDGMENT									
Understands and abides by District policies and regulations; uses good judgment and common sense									
APPEARANCE									
Neat and appropriate dress/grooming									
LEADERSHIP									
Proficient in training employees; able to plan, organize, assign and direct work of others									
OVERALL EVALUATION									
SUMMARY									
The overall evaluation of this employee is: (*may be rated Satisfactory only if no more than four items are marked Growth Needed. Unsatisfactory equals four or more unsatisfactory item ratings)									
Board Goals: Supervisor will discuss how duties of employee's position support District goals. 1. Maximize achievement for every student 2. Accelerate the use of 21 st century tools 3. Prepare students to contribute positively to society					SUPERVISOR NARRATIVE / COMMENTS:				

Comments:

Teacher Signature:

Date:

Not applicable

Comments:

Evaluator Signature:

Date:

Comments of Employee (optional) :

Note: Employee signature is required to indicate having read this report. Employees may add any written statement they wish in relation to this evaluation. Such statement should be provided on a separate sheet which will be filed with the original.

Employee Signature

Date:

Comments of Reviewer (if needed):

Reviewer Signature:

Date:

Not applicable

Growth Plan

Employee _____

Job Title _____

Location _____

Date _____

Monitoring Date _____

Area(s) of Suggested Growth	Specific Suggestions for Growth	Goal Met	Goal Not Met

Concerns Noted during Progress Check Meeting

Resources Provided

- (i.e. Professional development, training, workshops, professional readings, coaching, materials and supplies, resources)

Time for Monitoring Meetings

- (i.e. On-going monitoring meetings will be scheduled regularly during the student school year calendar. Note which parties will be present at the monitoring meetings.)

Signatures

Evaluator/Principal

Date

Employee

Date

CSEA Representative (if present)

Date