

AGREEMENT

between

MENLO PARK CITY SCHOOL DISTRICT

and

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
CHAPTER 630

July 1, 2015 – June 30, 2018

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C Progressive Steps 34

In handling disciplinary matters, it is intended that the discipline shall be commensurate with the offense and that, whenever possible, progressive steps be utilized, unless the incident giving rise to the discipline is of such a nature that more severe action is appropriate. Progressive steps may include both verbal and written notification of unsatisfactory performance. .... 34

D Causes 34

In addition to any disqualifying or actionable causes otherwise provided for by statute or by District policy or regulation, each of the following constitutes cause for personnel action against a permanent classified employee: 34

1 Falsifying any information supplied to the school District, including, but not limited to, information supplied on application forms, employment records, or any other school district records. .... 34

2 Unsatisfactory or unacceptable performance. The inability or the failure to perform at an acceptable performance level such as incompetency or inefficiency. .... 34

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13	Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.	35
14	Unlawful discrimination, including harassment, on the basis of race, religion, creed, color, national origin, ancestry, physical disadvantage, marital status, sex, age, or sexual orientation against the public or other employees while acting in the capacity of a District employee.	35
15	Unlawful retaliation against any other District officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on the job or directly job-related.	35
16	Chronic absenteeism or tardiness.	35
17	Illegal political activity in violation of Education Code section 7050 and following.	35
18	Abuse of sick leave or any other leave.	35

No personnel action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two (2) years before the date of the filing of the notice unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the fact to the District. .... 35

**E Initiation and Notification of Charges** ..... 35

The Superintendent or designee may initiate a personnel action against a permanent classified employee. 35

In all cases involving a personnel action, the person initiating the action shall file a written recommendation of personnel action with the Board. A copy of the recommendation shall be served upon the employee either personally or by a registered or certified mail, return receipt requested, at the employee's last known address and to CSEA. The recommendation shall include:..... 35

- 1 A statement of the nature of the personnel action. .... 36
- 2 A statement in ordinary and concise language of the cause or causes for the personnel action. .... 36
- 3 A statement of the specific acts or omissions upon which the causes are based. .... 36
- 4 A statement of the employee's right to appeal the recommendation and the manner and time within which the appeal must be filed. .... 36

**F Employment Status Pending Appeal or Waiver** ..... 36

Except as provided in this Agreement, any employee against whom a recommendation of personnel action has been made shall remain on active duty status and responsible for fulfilling the duties of the position pending the employee's appeal or waiver of an appeal. .... 36

The Superintendent or designee may order the employee immediately suspended from duty without pay in conjunction with the recommendation of personnel action after the employee has been given the opportunity for a Skelley hearing before the Superintendent or designee. The suspension order shall be in writing and shall state the reasons that the suspension is deemed necessary. The suspension orders shall be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after issuance. Except in cases of emergency when the employee must be removed from the premises immediately, the Superintendent or designee shall give the employee written notice of the proposed recommendation of discipline at least five (5) calendar days before the effective date of any order of suspension issued in conjunction with a recommendation involving dismissal..... 36

G Right to Appeal 36

Within five (5) calendar days after receiving the recommendation of personnel action, the employee may appeal in writing to the office of the Superintendent or designee during normal work hours. .... 36

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H Amended/Supplemental Changes ..... 36

At any time before an employee’s appeal is finally submitted to the Board for decision, the District may, with the Board’s consent, serve on the employee and file with the Board an amended or supplemental recommendation of personnel action. If the amended or supplemental recommendation presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense.... 36

I Hearing Procedures 36

1 The hearing shall be held at the earliest convenient date. All parties shall be notified of the time and place of the hearing. The employee shall be entitled to appear personally, produce evidence, and have counsel or representation at the employee’s expense. The employee shall be entitled to a public hearing if he/she demands it when the Board is hearing the appeal by giving twenty-four (24) hours written notice prior to the hearing. The burden of proof is on the District to present substantial evidence in support of its action. The Board shall not be bound by the formal rules of evidence but relevant evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs. Hearsay evidence shall not be the sole evidence supporting any factual finding..... 36

2 In the event that the Board determines that the nature of the appeal and the circumstances and details of the case is beyond its capacity and available time the Board, at its discretion, and with the concurrence of the employee, may refer the hearing to Arbitration. Advisory Arbitration will follow the provisions of Article XI. 37

3 If the Board hears the appeal, the Board shall affirm, modify or revoke the recommended personnel action but not change the nature of the personnel action. .... 37

4 The Board may consider the records of any prior personnel action proceedings against the employee in which a personnel action was ultimately sustained and any records that were contained in the employee’s personnel files and introduced into evidence at the hearing. .... 37

J Hearing Decision 37

1 The decision of the Board shall be in writing and shall contain findings of fact and the personnel action approved, if any. A copy of the decision shall be delivered to the employee personally or by registered mail. The decision of the Board shall be final..... 37

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2	the District maintaining at least an equivalent amount of local property tax and the same manner of receiving revenues as existed for the 2003-04 school year. ....	43
B	If contingency "1" or "2" above is triggered, the parties will reopen negotiations on the issue of salary schedule for the 2004-05 school year.. ....	43
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A Effective July 1, 2009, the 2009-10 salary schedule increased by 1.0% over the 2008-09 salary schedule. The increase to the cap for health benefits represents a 0.21% for all employees. The increase in total compensation was expressed at 1.21% ..... 44

VIII July 1, 2010 44

A The salary schedule in Appendix A was increased by 1.0%, retroactively July 1, 2009, for all unit members currently employed as of March 8, 2011. Only currently employed individuals who were employed during the 2009-10 fiscal year will be eligible for the lump sum payment that will be equivalent to the additional amount that would have been paid to an individual for regular hours worked in the assignment had the 1.0% salary increase been in effect on July 1, 2009..... 44

B In addition, the same salary schedule will be increased by another 1.0% effective July 1, 2011..... 44

IX July 1, 2012 44

A The salary schedule in Appendix A will be increased by 1.0%, retroactively July 1, 2011, for all unit members currently employed as of May 13, 2013. Only currently employed individuals who were employed during the 2011-12 fiscal year will be eligible for the lump sum payment that will be equivalent to the additional amount that would have been paid to an individual for regular hours worked in the assignment had the 1% salary increase been in effect on July 1, 2011. In addition, the same salary schedule will be increased by another 3.0% effective July 1, 2012. The increase to the cap for health benefits represents a 0.35% for all employees. .... 44

X July 1, 2013 44

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XI July 1, 2014 44

A The salary schedule in Appendix A will be increased by 3.0%, retroactively July 1, 2014, for all unit members currently employed as of the execution of this agreement. .... 44

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AGREEMENT BETWEEN  
MENLO PARK CITY SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
CHAPTER 630

I AGREEMENT, DESIGNATION OF PARTIES

- A This Agreement is between the Menlo Park City School District, referred to as "District," and the California School Employees Association, Chapter 630, referred to as "CSEA."
- B This Agreement is entered into pursuant to the Educational Employment Relations Act, Government Code Section 3540-3549.3.

1 II RECOGNITION

2 The District recognizes CSEA as the sole and exclusive bargaining representative for all regular  
3 employees employed in the classifications of the regular classified service set forth in Appendix C,  
4 which is a part of this Agreement. The District further recognizes CSEA as the exclusive bargaining  
5 representative for all newly created positions, except those that are Certificated, Management,  
6 Confidential, Supervisory, temporary, substitute short-term, or a student employee. Disputed cases  
7 shall be jointly submitted to the Public Employment Relations Board ("PERB").

8

1 III MEMBERSHIP / ORGANIZATIONAL SECURITY

2 A Any employee who is a member of CSEA, who has applied for membership at the date of signing  
3 of this Agreement or who becomes a member during the term of this Agreement shall remain a  
4 member of CSEA for the term of this Agreement. Maintenance of membership shall continue in  
5 effect unless revoked in writing during the thirty (30) day period following the termination of this  
6 Agreement. Resolution of any disagreement pertaining to enforcement of membership shall be a  
7 matter between the individual member and the CSEA.

8 B The District shall deduct CSEA membership dues from the pay of those employees who individually  
9 request in writing that the membership dues deduction be made. The amount to be deducted shall  
10 be certified to the District by the State Treasurer of CSEA and the aggregate deductions of all  
11 employees shall be remitted monthly together with a written statement of the names of the  
12 employees for whom deductions were made to CSEA after deductions are made.

13 C The District agrees not to discriminate against any employee because of membership in CSEA.

14 D The District shall furnish to CSEA a list of new hires with their name, classification and date of hire;  
15 and in addition, shall furnish CSEA a list of terminations for cause and layoffs of permanent  
16 employees prior to any formal action by the District.

17 E Prior to each school year the District will conduct a new employee orientation session to inform  
18 employees about District operations and personnel procedures. Representatives of CSEA will  
19 have the opportunity to address employees during the session.

20 F Employee Rights

21 1 The District and CSEA recognize the right of employees to form, join, and participate in lawful  
22 activities of employee organizations and the equal, alternative right of employees to refuse to  
23 form, join, and participate in employee organizations. Neither party shall exert pressure upon  
24 nor discriminate against an employee in the exercise of these alternative rights. Accordingly,  
25 membership in CSEA shall not be compulsory.

26 G Service Fee For New Employees

27 1 Any person who is employed as a bargaining unit member after the signing of this Agreement  
28 and who has not voluntarily applied for membership in CSEA within 30 days of the employee's  
29 hire date as a bargaining unit member, or who is not exempted in Section III G, as a condition  
30 of continued employment in the District must pay to CSEA a service fee.

31 2 Upon notice from CSEA that a unit member failed to become a member of CSEA or pay a  
32 service fee directly to CSEA, the District shall begin automatic payroll deduction of the service  
33 fee as provided by the Education Code.

34 3 Prior to beginning an automatic payroll deduction for a service fee, CSEA will certify to the  
35 District in writing:

36 a) that the employee whose pay is to be affected by the deduction:

37 i) has refused to join CSEA; and

38 ii) has refused to tender the amount of the service fee as defined in this Agreement; and

39 iii) has not applied for an exemption under Section III G in this Agreement; and

- 1           b) that CSEA has complied with the appropriate legal notice requirements regarding agency  
2           fees.
- 3           4 The written certification in above shall be a condition precedent to any collection of the service  
4           fee by the District.
- 5           5 Amount of Service Fee
- 6           a) The amount of service fee collected from bargaining unit members shall be that allowed by  
7           law.
- 8           6 Individual Exemptions From Obligation To Pay Service Fee
- 9           a) Any unit member shall be exempted from requirements of a service fee if such unit member  
10           is a member of a bona fide religion body, or sect which has historically held conscientious  
11           objections to joining or financially supporting a “public employee organization” as defined  
12           by Government Code Section 3540.1(d). In addition any unit member may be exempted  
13           from the service fee if the unit member registers a deep philosophical objection to  
14           financially supporting a “public employee organization.”
- 15           If there is a disagreement regarding whether an employee has a “deep philosophical  
16           objection” the parties will each appoint two (2) individuals to serve on a panel. The panel  
17           will meet with the employee to provide the employee an opportunity to explain the  
18           philosophical objection and to make any necessary inquires into the nature of the objection.  
19           The panel will make written findings and conclusions, which shall be binding on all the  
20           parties. The employee’s exemption will be denied unless at least three (3) of the panel  
21           support the finding of a bona fide objection.
- 22           b) To be exempt from the fee for reason set forth in “a” above, the unit member must first  
23           submit by registered mail a written statement describing the grounds for exemption to both  
24           CSEA and the District Office. New employees must register objections by September 30  
25           of each school year, or within thirty (30) days of employment.
- 26           c) A unit member whose application has been approved shall, as an alternative to payment  
27           of a service fee to CSEA, pay an amount equivalent to such service fee to:
- 28           i) United Way; or
- 29           ii) Menlo Park-Atherton Education Foundation; or
- 30           iii) Any charity or educational foundation jointly agreed upon by the District CSEA which  
31           is exempt from taxation under the Internal Revenue Code and is not affiliated in any  
32           manner with CSEA, and is not related to an established religious organization.
- 33           d) An employee whose application for an exemption has been approved will be required to  
34           show proof of contribution to a charity under subsection “c” above by means of canceled  
35           check or other reasonable proof within thirty (30) days. Failure to show such proof will risk  
36           disapproval or the employee’s service fee exemption.
- 37           H Minimum requirements for automatic payroll deduction of fee:
- 38           1 The District is under no obligation to make payroll deductions for periods during which a unit  
39           member is either terminated from active employment or not on the District’s active payroll for  
40           any reason, including, but not limited to, layoff and voluntary leave of absence without pay for  
41           more than thirty (30) days.

1           2    The unit member's earnings must be sufficient after other legal and required deductions are  
2                    made to cover the amount of the dues or service fees to be deducted.

3           3    When a unit member is in a non-pay status for an entire pay period, no withholding will be made  
4                    to cover the pay period. In the case of a unit member who is in a non-pay status during only  
5                    part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction  
6                    shall be made. All other legal and required deductions have priority over CSEA dues and  
7                    service fees.

8           I    District's Obligation

9                    The District's obligations under this Article are: (1) to notify unit member(s) who have failed to  
10                    comply with the provisions of this section that, as a condition of employment in the District, the unit  
11                    member must either become a CSEA member, pay a service fee, or establish an exempt status  
12                    and make payment pursuant to the provisions of this Agreement; and (2) deduct from pay  
13                    appropriate amounts pursuant to sections 2 and 4 of this Article. Under no circumstances shall the  
14                    District be required to dismiss or otherwise discipline any unit member for failure to fulfill obligations  
15                    for the fees established in this Article or contributions to the designated charities.

16           J    Hold Harmless And Indemnity Provision

17           1    As defined by this Agreement, CSEA shall hold the District harmless and shall fully and  
18                    promptly reimburse the District for reasonable legal fees and costs incurred in responding to or  
19                    defending against any claims, disputes, or challenges, which are actually brought against the  
20                    District or any of its agents by other than CSEA in connection with the administration or  
21                    enforcement of any section of this article pertaining to representation fee. Such reimbursement  
22                    shall include costs and attorneys' fees incurred by the District.

23           2    Upon notice that the District is going to seek indemnification or to be held harmless under this  
24                    provision, CSEA shall have the right to meet with the District regarding the reasonableness and  
25                    merit of any claim, demand, suit, or action for which the District seeks indemnification, and shall  
26                    attempt to agree whether any claim or action shall be compromised, resisted, defended, tried  
27                    or appealed.

28           3    In determining whether or not an action shall be compromised, resisted, defended, tried or  
29                    appealed, the District will defer to CSEA's interest if the District does not have a distinct and  
30                    separate legal interest in the matter in dispute.

31           4    The District shall not be entitled to be reimbursed for any fees, costs, charges, or penalties for  
32                    which CSEA was not properly notified and provided the opportunity to discuss as set forth in  
33                    this Agreement; nor will the District be entitled to any such reimbursement when the District's  
34                    efforts in defending against an action would be duplicative, or when the District is defending a  
35                    separate and distinct legal interest or when the District is defending an activity which is arguably  
36                    subject to criminal liability on the part of any District administrator.

37

1 IV DEFINITIONS

2 A "Permanent Employee" – is an employee who has successfully completed an initial probationary  
3 period, of six work months of service beyond the initial date of employment by the District.

4 B "Employee" – is any employee, whether, permanent, or probationary, full-time, or part-time, who is  
5 not restricted, temporary, substitute, short-term, or a student employee.

6 C "Probationary Employee" – is an employee who will become permanent upon the completion of six  
7 months of service, which may be extended to twelve months by the supervisor's written notice and  
8 meeting with the employee and CSEA representative prior to the end of the six-month period.

9 D "Promotional Probationary Period" – is a permanent employee who will serve a new probationary  
10 period of six (6) months in a position to which the employee has been promoted. This period may  
11 be extended to nine (9) months by the supervisor's written notice to the employee and a meeting  
12 with the employee and a CSEA representative prior to the end of the six-month period. If the  
13 employee does not successfully complete probation, the employee may return to the position held  
14 by the least senior person within the classification in which the employee had permanency before  
15 the promotion.

16 E "Child" – is a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person  
17 standing in loco parentis.

18 F "Parent" - is a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

19 G. "Call-back time" - is a period of work which is separated in time from the employee's regular work  
20 period.

21

22

1 V WORK WEEK, WORK DAY, WORK HOURS

2 A Standard Work Week And Work Day

3 1 The standard work day shall be eight (8) paid hours within eight hours and forty minutes. The  
4 standard work week shall be five (5) consecutive days, Monday through Friday, unless  
5 otherwise agreed to by the District and CSEA, for a total of forty (40) hours.

6 2 The day shift shall begin between the hours of 6:30 a.m. and 9:30 a.m. The night shift shall  
7 begin between the hours of 12:30 p.m., and 3:30 p.m. Except as provided in this Agreement,  
8 no other shifts shall be established by the District without consultation with CSEA.

9 3 Exceptions to the standard work week and/or work day may be made upon mutual agreement  
10 between Superintendent or designee and an individual regular employee, after consultation  
11 with CSEA. No loss of benefits shall occur as a result of an exception.

12 4 Prior to the last school day of each year the District will notify all part year employees of their  
13 designated date to return to work for the next school year.

14 B Night Shifts

15 1 In addition to the established wage rates, the District shall pay a monthly differential of 5% to  
16 employees regularly assigned to work a night shift.

17 2 For employees regularly assigned to the night shift, all leave and benefit pay shall be computed  
18 as a total of base pay plus differential pay for all night shift hours worked.

19 3 Night shift employees assigned to the day shift as a temporary assignment shall continue to  
20 receive shift differential pay for all day shift hours worked.

21 4 Employees normally required to work the day shift but occasionally assigned to night shift work  
22 on an irregular basis, shall, receive a differential compensation of 7% of their base rate of pay  
23 for the occasional night shift work. This differential shall not apply to compensation for vacation  
24 leave, sick leave or retirement contributions. This differential compensation shall be reported  
25 and paid in the same manner as overtime pay.

26 C Meal Periods

27 Except as authorized in this Agreement, employees shall have an unpaid lunch period of thirty (30)  
28 minutes during each standard work day. Whenever possible, the lunch period shall be scheduled  
29 at the middle of the work day; however, CSEA and the District recognize that emergencies may  
30 arise and that, under such circumstances, the lunch period may be delayed. Bus drivers shall have  
31 an unpaid lunch period not to exceed forty (40) minutes and whenever possible, a bus driver's  
32 lunch period shall be thirty (30) minutes.

33 D Overtime

34 All assigned work performed in excess of the standard work day or the work week shall be paid for  
35 at the rate of one and one-half (1-1/2) times the basic straight time hourly rate, except that all work  
36 performed on Sundays shall be paid for at the rate of two (2) times the basic straight time hourly  
37 rate. All hours in paid status shall be counted as hours worked in the computation of overtime.  
38 Employees shall have the right to decline to work overtime unless the District determines an  
39 emergency exists.



1 E Rest Periods

2 An employee is entitled to a paid fifteen (15) minute rest period at the employee's work site during  
3 each half (1/2) of the standard working day. Part-time regular employees shall be entitled to a paid  
4 fifteen (15) minute rest period in each four (4) hour span of work. The rest period shall be scheduled  
5 approximately at the middle of the span.

6 F Call-Back Time

7 No portal to portal pay shall be paid, but:

8 1 Any employee called to work after completion of, or in addition to, the employee's standard  
9 work day or standard work week, shall be guaranteed a minimum of three (3) hours pay at the  
10 overtime rate of pay.

11 2 If a call-back continues for at least six (6) hours, the regular employee shall be guaranteed a  
12 minimum of eight (8) hours pay at the overtime rate of pay.

13 G Bus Drivers

14 1 The District shall assign regular route assignments. Special trip assignments shall be rotated  
15 as equally as possible among bus drivers.

16 2 Whenever, as a result of the unavailability of an appropriate District vehicle, a Bus Driver  
17 regularly scheduled to work is unable to work, the driver shall be compensated for the number  
18 of hours the driver would have worked that day. Employees with combination job descriptions  
19 (i.e., Bus Driver/Aide) shall perform other duties within that classification.

20 3 For Bus Drivers hired after May 1, 2014, the District, based on seniority, can institute a split  
21 shift differential if needed in the best interest of the District schedule. Split shift differential is  
22 instituted wherein the District has scheduled an unpaid period of one-and-one-half (1 ½) hours  
23 or more in the work day shall be paid a split shift differential of an additional three percent (3%)  
24 above his/her regular salary.

25 H State Staff Development Days

26 Unit members whose workday occurs only when pupils are in attendance, shall not work on State  
27 Teacher Staff Development Days, except when required to attend staff development.

28 I For regular employees who work less than 12 months assignments, the beginning and ending dates  
29 for the designated work period will be determined by mutual agreement between the employee and  
30 his/her immediate supervisor, with the approval of the Superintendent or designee.

31

1 VI VACATION

2 A Vacation time shall accrue on a monthly basis at the following equivalent rates for up to a maximum  
3 accrual limit of two (2) year's allowance and as further defined under Section B below:

4	Years Completed	Vacation Entitlement (days)
5	0	5/6 per month completed
6	1	10
7	2	10
8	3	10
9	4	10
10	5	15
11	6	15
12	7	16
13	8	16
14	9	17
15	10	17
16	11	18
17	12	18
18	13	19
19	14	19
20	15	20
21	16	20
22	17	21
23	18	21
24	19	22
25	20	22
26	21	23
27	22	23
28	23	24
29	24	24
30	25	25

31 B Vacations shall be granted on a fiscal year basis. At the employee's option, vacation may be  
32 accrued up to a maximum accrual limit of two (2) year's allowance, to be taken within the two (2)  
33 year period at a time agreed upon by the District.

34 C The District agrees to provide each individual employee with an annual statement of all accrued  
35 vacation leave.

36 D Vacation for part-time employees shall accrue on the basis of hours worked in proportion to the full-  
37 time forty (40) hours per week which is worked regularly.

38 E Employees within a classification shall be given preference on the basis of date of hire seniority in  
39 the choice of vacation periods.

40 F Vacation may be taken at anytime during the school year, subject to operational requirements and  
41 the approval of the Superintendent or designee; however, vacations will normally be scheduled  
42 when school is not in session. Employees who work eleven months of the year or less do not take  
43 vacation days; their vacation time pay is included as part of their monthly salary.

44 G Each employee upon termination shall be paid for any unused accrued vacation up to the maximum  
45 accrual limit except vacation shall not be paid to employees terminated prior to completion of six  
46 (6) months of District service.

- 1 H Vacation leave for full-time Office Managers shall be computed on the basis of eleven (11) months  
2 of service through the fifth (5) year of District employment and twelve (12) months of service  
3 beginning with the sixth (6<sup>th</sup>) year of employment.
- 4 I No vacation leave may be taken during the initial hire probationary period nor may vacation leave  
5 be taken before it is earned.
- 6 J An employee shall be permitted to interrupt or terminate vacation leave in order to begin another  
7 type of paid leave provided by this Agreement without a return to active service, provided the  
8 employee supplies notice and supporting information regarding the basis for interruption or  
9 termination to the District.
- 10 K Holidays within a vacation period shall be paid as holidays and shall not count as vacation days.
- 11

1 VII HOLIDAYS

2 A All employees who are a part of the classified service shall be entitled to the following paid holidays  
3 provided they are in a paid status during any portion of the work day immediately preceding or  
4 succeeding the holiday:

- 5 \* Independence Day
- 6 Labor Day
- 7 Veterans Day
- 8 One half day prior to Thanksgiving or the day prior to Winter Recess,  
9 provided it is a minimum day for students
- 10 Thanksgiving Day
- 11 Friday after Thanksgiving
- 12 Christmas Eve Day
- 13 Christmas Day
- 14 New Year's Eve Day
- 15 New Year's Day
- 16 Martin L. King Birthday
- 17 President's Day
- 18 An additional District designated President's Day (Lincoln and  
19 Washington's Birthdays)
- 20 Thursday of Spring Recess (in lieu of Admission Day)
- 21 Friday of Spring Recess
- 22 Memorial Day

23 All days appointed by the Governor for a public fast, thanksgiving, or holiday and all special or  
24 limited holidays, in which the Governor provides that the schools shall close, shall be a holiday for  
25 employees. Any day declared by the President as a public fast, thanksgiving or holiday, unless it  
26 is a special or limited holiday, and any day declared a holiday by the Governing Board shall be a  
27 holiday for employees. Days of a student or certificated employee recess shall not be provided as  
28 holidays for classified employees who are normally required to work during that period provided,  
29 however, that this shall not be construed as affecting vacation rights under this Agreement.

30 B Whenever any of the holidays listed above fall on a Sunday, the succeeding work day that is not a  
31 holiday shall be observed as the holiday. Whenever any of the holidays listed above fall on a  
32 Saturday, the preceding work day that is not a holiday shall be observed as the holiday.

33 C If a full-time or part-time employee is required to perform work on a recognized holiday, the  
34 employee shall be paid a normal day's pay for the holiday, plus two (2) times the straight time  
35 hourly rate.

36 D Employees who are not normally working during the Winter, mid-February, or Spring recesses shall  
37 be paid for Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, President's  
38 Day and the additional District-designated President's day, and Thursday and Friday of school  
39 Spring Recess, provided that they are in paid status during any portion of the working day of their  
40 normal assignments immediately preceding or succeeding the recess period.

41 \* Individuals employed in an Office Manager position on April 1, 2006, will receive a per diem  
42 payment for Independence Day. This provision will not be extended to any future employee  
43 serving within the Office Manager classification.

44

1 VIII LEAVE PROVISIONS

2 A Sick Leave

3 1 All probationary and permanent full-time employees shall accumulate sick leave at the rate of  
4 one (1) working day per month, and part-time employees shall accumulate sick leave on the  
5 basis of hours worked in proportion to the full-time forty (40) hours per week which is worked  
6 regularly.

7 2 If an employee is absent on paid sick leave and a holiday occurs during the absence, the  
8 employee shall receive the holiday pay and the day shall not be charged against the  
9 employee's sick leave.

10 3 The District shall provide each individual employee with an annual statement of all accumulated  
11 sick leave.

12 4 An employee may convert unused sick leave to retirement credit to the extent required by the  
13 Government Code if the employee retires.

14 5 Sick leave may be used for the illness or injury of the employee. Sick leave may also be used  
15 by the employee to attend to a sick or injured member of the immediate family, residing in the  
16 employee's household. The "immediate family" shall be the same as defined in "Bereavement  
17 Leave" (VIII E).

18 6 When the District has reason to believe that there are excessive absences for an employee,  
19 the District may require a physician's verification for absences of five (5) or more days in any  
20 one fiscal school year. The employee may request and shall be given in writing the reasons  
21 upon which the requirement for verification is based.

22 B Industrial Accident Or Illness Leave

23 1 In addition to any other benefits that an employee may be entitled to under the workers'  
24 compensation laws of this state, employees shall be entitled to the following benefits: An  
25 employee suffering any injury or illness arising out of, and in the course and scope of  
26 employment, shall be entitled to a leave of up to sixty (60) working days in any one (1) fiscal  
27 year for each accident or illness. This leave shall not be accumulated from year to year, and  
28 when any leave will overlap a fiscal year, the employee shall be entitled to only that amount  
29 remaining at the end of the fiscal year in which the injury or illness occurred for the same illness  
30 or injury.

31 2 Payment for wages lost on any day shall not, when added to a temporary disability award  
32 granted the employee under the workers' compensation laws of this state, exceed the normal  
33 wage for the day.

34 3 Industrial accident or illness leave will commence on the first day of absence. The industrial  
35 accident or illness leave is to be used prior to using normal sick leave benefits. When  
36 entitlement to industrial accident or illness leave under this section has been exhausted,  
37 entitlement to other sick leave, vacation, or other paid leave shall then be used. If, however,  
38 an employee is still receiving temporary disability payments under the workers' compensation  
39 laws of this state at the time of the exhaustion of benefits under this section, the employee shall  
40 be entitled to use only so much of the employee's accumulated or available normal sick leave,  
41 vacation, or other available leave which when added to the workers' compensation award,  
42 provides for a day's pay at the regular rate of pay. Only the amount of salary paid by the District  
43 shall be charged against an employee's sick leave or vacation credit.

1           4 Any time an employee on industrial accident or illness leave is able to return to work, the  
2 employee shall be reinstated without loss of pay or benefits, whenever possible in the  
3 employee's position.

4           C Extended Sick Leave / Differential Pay

5           1 When an employee is absent from his or her duties because of illness or accident and sick  
6 leave described in Section VIII A of this Article has been exhausted, the employee would  
7 immediately begin differential pay for up to 100 work days. While using differential pay, the  
8 amount deducted from the employee's salary shall be 50% of the employees salary for the  
9 days of absence.

10          2 Employees having a work schedule of less than twelve (12) months per year and/or less than  
11 eight (8) hours per day (shall be entitled to a pro rata of sick leave under this section, based on  
12 regular time worked to full-time employment.

13          D Break-In-Service

14                 Periods of leave of absence, paid or unpaid, shall not be considered to be a break in the service of  
15 the employee. In addition, whenever an employee is on any kind of paid leave, he/she shall receive  
16 all of the benefits provided for by this Agreement as if he/she was in an actively employed status.

17          E Bereavement Leave

18                 In case of death in the employee's immediate family, paid bereavement leave, not to exceed five  
19 (5) days. The "immediate family" is defined as mother, father, grandmother, grandfather or  
20 grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law,  
21 daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, niece, nephew, aunt, uncle,  
22 and cousin of the employee or any relative living in the immediate household of the employee.

23          F Jury Duty

24                 Each employee who is required to serve as a juror or appear as a witness under subpoena, except  
25 in a case where the employee is a litigant, in any Court of the State or of the United States shall be  
26 entitled to and shall receive, during the employee's service as a juror, the employee's regular salary  
27 less any and all per diem fees, except mileage, which the employee may be entitled to receive for  
28 performing duties as a juror or as a witness.

- 1           G Family/Child Care Leave Benefits
- 2           1 Pregnancy Disability Leave
- 3           a) During a pregnancy disability leave, the employee shall retain status, and the leave shall  
4           not constitute a break in service for any purpose.
- 5           b) An employee may use sick leave and/or extended sick leave for disability due to  
6           pregnancy, childbirth, miscarriage, or related medical conditions, and recovery from these  
7           conditions.
- 8           c) The length of pregnancy disability leave, including the date on which the leave shall begin  
9           and the date on which the employee is no longer disabled because of pregnancy and  
10          shall return to work shall be determined by the employee and the employee's physician.
- 11          d) Before returning to work from a pregnancy disability leave, the employee shall obtain a  
12          "return to work" certification from her health care provider stating that she is able to  
13          resume her job duties.
- 14          e) Pregnancy disability leave shall not be granted to provide periods of convalescence  
15          beyond disability prior to or following childbirth. Pregnancy disability leave shall not be  
16          granted to provide for childcare.
- 17          2 Parental Leave
- 18          a) An employee who takes a pregnancy disability leave and is eligible for leave under the  
19          California Family Rights Act ("CFRA"), may take unpaid CFRA leave for reason of the  
20          birth of her child.
- 21          b) Other parental leave of absence and/or childcare leave of absence may be granted under  
22          the same conditions as unpaid leaves of absence.
- 23          3 Family Care and Medical Leave
- 24          a) Eligible unit members are entitled to unpaid leave of absence according to the terms and  
25          conditions of the federal Family Medical Leave Act and the California Family Rights Act.
- 26          4 Relationship Between Pregnancy Disability Leave, FMLA, and CFRA Leaves
- 27          a) A pregnancy disability leave will run concurrently with the employee's FMLA leave  
28          entitlement.
- 29          b) At the end of the employee's period(s) of pregnancy disability leave, or at the end fo the  
30          four months of pregnancy disability leave, whichever occurs first, a CFRA-eligible  
31          employee may request to take CFRA leave of up to 12 work weeks for reason fo the birth  
32          of a child.
- 33          c) The 12-week period will be reduced by any period of sick leave, including accumulated  
34          sick leave taken during the period of leave.
- 35          d) An employee will not be provided more than 12-work weeks for parental leave under  
36          CFRA during any 12-month period. A 12-month period is measured backward from the  
37          date an employee first uses CFRA. When an employee takes CFRA leave, the

1 remaining leave entitlement will be the balance of the 12-weeks which has not been used  
2 during the preceding 12-months.

3 e) During each school year, when an employee has exhausted all available sick leave,  
4 including all accumulated sick leave, and continues to be absent from his/her duties for  
5 parental leave for a period of up to 12 work weeks, the amount deducted from his/her  
6 salary for any of the additional 12 weeks in which the absence occurs will not exceed  
7 50% of the employee's salary and the employee will receive differential pay.

8 H Military Leaves

9 An employee who is a member of the reserve corps of the armed forces of the United States of  
10 America, the National Guard or the National Militia is entitled to temporary military leave of absence  
11 in accordance with the provisions of the Military and Veterans Code and the California State  
12 Education Code. A copy of the military orders shall accompany the request for leave. An employee  
13 shall retain all rights and privileges granted by law arising out of the exercise of this leave.

14 I Personal Necessity Leave

15 For the 2009-10 and 010-11 school years the Personal Necessity Leave will be nine (9) days  
16 instead of the seven (7) listed below.

17 Employees may use up to seven (7) days of accrued sick leave per year for the following reasons:

18 1 Death of a member of the immediate family as defined in Section VIII E above, when additional  
19 leave is required beyond that which is provided under bereavement leave.

20 2 Accident involving the employee's person or property, or the person or property of a member  
21 of the employee's immediate family, as defined under bereavement leave.

22 3 Serious or critical illness of a member of the employee's immediate family, as defined under  
23 bereavement leave, requiring the employee's absence from work.

24 4 Appearance in any court or before any administrative tribunal as a litigant, party or witness  
25 under subpoena or any order made with jurisdiction. Five (5) days advance notice shall be  
26 given by the employee whenever possible.

27 5 Advance approval of personal necessity leave under circumstances described in Sections 2  
28 and 3 is not required, but the employee shall notify the District of the need for the leave in  
29 accordance with standard practices. The District may require verification of the reason for  
30 personal necessity leave following the employee's return.

31 J Personal Need Day

32 An employee may use a portion of the employee's accumulated sick leave for personal need.  
33 Eleven-month and twelve-month employees may utilize four (4) days of sick leave per year for this  
34 purpose, and ten-month employees may use three (3) days.

35 K Leave For Illness Of A Child, Parent, Or Spouse

36 1 In any school year, employees may use up to a maximum of one-half the annual amount of  
37 days accrued and available for sick leave under Section VIII A to attend to an illness of the  
38 employee's child, parent, spouse, domestic partner, or children of domestic partner. This leave  
39 shall be in addition to any other rights to leave afforded by this Article.



1           2 All restrictions upon the employee’s use of sick leave shall apply to the use of sick leave to  
2 attend to the employee’s child, parent, or spouse under this Section.

3           3 This Section does not extend the maximum period of leave to which an employee is entitled  
4 under the Family Medical and Leave Act of 1993, the California Family Rights Act (Government  
5 Code Section 12945.2), and District policies implementing these Acts regardless of whether  
6 the employee receives sick leave compensation during that leave.

7           L Other Paid Or Unpaid Leave

8           The District may grant other paid or unpaid leaves of absence upon mutual agreement between  
9 the District and the employee. Agreement under this section shall not establish precedent.

10          M Leave Study

11          During the 2010-11 school year the District and the Association will collect data and study the  
12 extent to which Personal Leave is used to extend weekends, holidays or vacation periods.

13          N. Catastrophic Leave

14           1 On a case-by-case basis and with mutual agreement of CSEA and the District, employees  
15 may donate accumulated and unused eligible leave credits to another employee when that  
16 employee or a member of his or her family suffers from a catastrophic illness or injury.

17           2           Definitions

18           a) “Catastrophic illness” or “injury” means an illness or injury that is expected to incapacitate  
19 the employee for an extended period of time, or that incapacitates a member of the employee’s  
20 family, and that incapacity requires the employee to take time off from work for an extended  
21 period of time to care for that family member, and taking extended time off from work creates  
22 a financial hardship for the employee because all of his or her sick leave and other paid time  
23 off has been exhausted.

24           b) “Eligible leave credits” means the hours of sick leave accrued by the donating employee.  
25 Eligible hours to be donated are those that exceed the accrued hours necessary to support 24  
26 days of absence. For purposes of this program, all hours allocated to an employee for  
27 differential leave will not be eligible.

28           c) “Family members” shall be as defined as spouse, child or parent.

29           3           Eligibility

30           a) Eligible leave credits may be donated to an employee for a catastrophic illness or injury if  
31 all of the following requirements are met:

32           b) The employee who is, or whose family member is, suffering from a catastrophic illness or  
33 injury requests that eligible leave credits be donated and provides verification of catastrophic  
34 injury or illness as required by the District.

35           c) The District determines that the employee is unable to work due to the employee’s, or his  
36 or her family member’s, catastrophic illness or injury.

37           d) The employee requesting donation of sick leave has exhausted all accrued paid leave  
38 credits, including differential leave.

1           4           Procedure

2           a) An employee who wishes to receive the catastrophic illness benefit must request in writing  
3           to CSEA and District that sick leave donations be solicited on his or her behalf. The request  
4           must be accompanied by a verification of the catastrophic injury or illness.

5           b) Donations will be solicited anonymously by a joint announcement of CSEA and District on  
6           behalf of an individual who meets the requirements for this benefit.

7           c) The employee who volunteers to donate sick leave must donate in minimum increments of  
8           the number of daily hours of employment of the employee requesting the donation and the  
9           amount of the donation may not exceed eight (8) hours.

10          d) The maximum amount of time that donated leave credits may be used by the recipient  
11          employee shall not exceed twenty (20) days per illness, recurrence, or injury. Donated leave  
12          credits must be used consecutively. A recipient of donated leave may not alternate between  
13          paid and unpaid status.

14          e) All transfers of eligible leave credits shall be irrevocable. However, if the leave is not used  
15          it will revert to the donor(s) in the order in which it was donated.

16          f) An employee who receives paid leave pursuant to this Section shall use any leave credits  
17          that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to  
18          this catastrophic illness benefit.

19          g) Donated leave credits shall be used in the order donations are received.

20          h) The recipient shall be paid at her or his regular rate of pay.

21          i) The District may adopt rules and regulations for the administration of this benefit as long  
22          as the regulations do not conflict with the specific provisions of the collective bargaining  
23          agreements. Such rules and regulations will be submitted to CSEA for review prior to  
24          implementation.

25          j) Any entitlement to family leave under the Federal Family and Medical Leave Act and the  
26          California Family Rights Act will run concurrently with the leave created by donations.

27

28

1 IX HEALTH AND WELFARE BENEFITS

2 A Medical Insurance: CalPERS Plans

3 1 The District will pay the basic monthly minimum payment to CalPERS required by Section  
4 22892 of the Government Code as long as the District participates in the CalPERS Medical  
5 Program, and the law requires this payment.

6 2 In addition to the basic contribution, beginning September 1, 2017, the District will contribute  
7 to each full time (8 hour per day) employee for medical, dental and vision insurance, on an  
8 individual basis. The District will contribute up to the following maximum total amounts per full  
9 time employee and dependents toward the premiums of the insurance programs listed in  
10 Sections B and C (medical, dental, and vision).

11 a) \$10,250 for those enrolled in single medical programs

12 b) \$11,750 for those enrolled in two-party medical programs

13 c) \$13,250 for those enrolled in family medical programs

14 Employees enrolled in insurance programs for which the total premiums for medical, dental,  
15 and vision insurance exceed the amounts listed above will have the difference deducted  
16 proportionally from their eleven paychecks.

17 B Dental Insurance: Delta Dental

18 1 Employees working 50% or more must subscribe to the dental insurance program, Delta  
19 Dental group number 7038-0028. Eligible dependents must also be enrolled when employee  
20 first becomes eligible for insurance and will not be eligible for enrollment otherwise unless life  
21 events occur such as marriage, birth, adoption or loss of employment by spouse as  
22 recognized by the insurance plans.

23 2 There will be no open enrollment period subsequent to initial employment unless as provided  
24 by the District Delta Dental plan.

25 C Vision Insurance: VSP

26 A vision plan is available to employees working 50% or more. Enrollment in the vision plan is  
27 a one-year commitment.

28 D Part-time workers, working 50% or more, shall receive a pro rata share of the District's contribution  
29 toward health and dental insurance premiums and be eligible for benefits based upon the number  
30 of hours worked as compared to a full-time employee.

31 E The District will provide a Section 125 plan. A Section 125 plan allows the employee to use pre-  
32 tax dollars to pay for medical, dental, child and parental care out of pocket expenses.

33 F Domestic Partner Benefits

34 1 The District will provide health benefits for qualified domestic partners of employees to the  
35 same extent, and subject to the same terms and conditions, as health benefits are available  
36 to dependents of employees under this Agreement. This coverage is conditioned upon the  
37 domestic partner meeting all the criteria of California family code section 297, and upon the  
38 employee presenting the District with proof that a valid declaration of domestic partnership

1 has been filed according to the above Family code section or with any local agency  
2 registering domestic partnerships.

3 G In Lieu Of Benefits

4 1 Unit members who work full time (1.0 FTE) may elect compensation in lieu of medical benefits  
5 once per year during the Open Enrollment Period.

6 2 Unit members previously electing in lieu benefits may surrender in lieu benefits and claim the  
7 standard medical benefits package during the Open Enrollment Period each year or following  
8 the loss of their existing medical coverage through a spouse or domestic partner.

9 3 Unit members selecting compensation in lieu of medical benefits will provide the District with  
10 documentation or an affidavit showing they are fully insured for medical benefits through a  
11 spouse's or domestic partner's employment at a level equal to the least expensive medical plan  
12 provided by the District.

13 4 Unit members electing compensation in lieu of medical benefits will receive \$2,500 per year  
14 paid in 12 equal monthly installments.

15 5 Unit members electing compensation in lieu of medical benefits must participate in the Dental  
16 Insurance Program for employee paid by the District as a benefit separate from any  
17 compensation in lieu of benefits. The District will also pay for eligible family members separate  
18 from any compensation in lieu of benefits.

19 6 Unit members electing compensation in lieu of benefits may enroll in the District Vision Plan.  
20 The Vision Plan's premium will be deducted from the compensation in lieu of benefits.

21 7 Spouses or domestic partners who are also full time District employees are not eligible for in  
22 lieu of benefits.

23 8 This in lieu provision shall be effective to the extent it comports with obligations and provisions  
24 of the CalPERS Employee Health Benefit Program.

25 9 This in lieu of benefits option will cease if the District selects a new medical benefits carrier  
26 requiring universal participation, or if state or federal law requires universal participation of all  
27 full time District employees.

28

29

- 1 X RETIREE BENEFITS
- 2 A To be eligible for District contribution towards health insurance, retired classified employees of the  
3 Menlo Park City School District must meet the following conditions:
- 4 1 Employees must be employed by the District before April 1, 2007
- 5 2 For employees retiring at age sixty (60) or older: Must have been employed by a school district  
6 for a period of ten (10) years immediately prior to retirement, the last five (5) of which must  
7 have been with this District.
- 8 3 For employees retiring at age sixty (60) or younger: Must have been employed by a school  
9 district for a period of ten (10) years immediately prior to retirement, the last five (5) of which  
10 must have been with this District, and must have accumulated one (1) additional year in this  
11 District for each year under sixty (60) at the time of retirement up to a total of ten (10) additional  
12 years.
- 13 4 Leave of absence will not be construed as a break in service.
- 14 5 The retired employee must be actually drawing retirement benefits from the Public Employees'  
15 Retirement System.
- 16 6 Optical care, if offered for employees, is excluded from coverage for retirees over 65.
- 17 B Unit members employed by the District after April 1, 2007, will only be eligible to receive the retiree  
18 medical benefit described in section X A if they have been both employed by the District for twenty  
19 (20) years and retire through the Public Employee Retirement System on or after their 60<sup>th</sup> birthday.
- 20 C Employees retiring because of disability are eligible under this policy as long as they meet all other  
21 requirements as delineated above.
- 22 D Retiree Benefits
- 23 1 The District will pay the basic monthly minimum payment required by Government Code  
24 Section 22892 directly to CalPERS for each eligible retiree for medical insurance. In addition,  
25 the District will pay an amount sufficient to cover the employee-only medical premiums which,  
26 when added to the basic monthly minimum payment to PERS and to the Dental Premium, will  
27 not exceed three hundred forty-one dollars (\$341) per month prorated for employees who  
28 worked less than eight hours per day at the time of retirement.
- 29 2 Retirees enrolled in the district's group plans will NOT be eligible at a later date to enroll in a  
30 Conversion Plan or an Individual Enrollment Plan. Should the district elect another health plan  
31 carrier, continuation of coverage for retirees would be the responsibility of the new carrier.
- 32 3 Because PERS requires that the CalPERS premiums be deducted from the retiree's PERS  
33 retirement check, the District will provide, twice annually (April & October), a non-taxable  
34 reimbursement up to the amount designated above.
- 35 4 Upon the retiree's election, the District will pay for retiree only dental benefits for a period of  
36 five (5) years following retirement as part of the overall District contribution to retiree health  
37 benefits (see D1).
- 38 5 For retirees who were hired before April 1, 2007, meet requirements IX A, and who retire after  
39 July 1, 2016, the benefits will adjust as follows:

1 a) The District will pay the basic monthly minimum payment required by Government Code  
2 Section 22892 directly to CalPERS for each eligible retiree for medical insurance. In  
3 addition, the District will pay an amount sufficient to cover the employee-only medical  
4 premiums which, when added to the basic monthly minimum payment to PERS, will not  
5 exceed three hundred twenty-five dollars (\$325) per month prorated for employees who  
6 worked less than eight hours per day at the time of retirement.

7 b) The District will pay for retiree only dental benefits for a period of five (5) years following  
8 retirement. For employees that worked less than eight hours per day at the time of  
9 retirement the District contribution will be prorated.

10

11 E Retiree Over 65 Years Of Age with Life Time Benefits

12 1 When the retiree is eligible for Medicare the retiree will transfer to a Medicare supplement plan  
13 and have the premium deducted from retirement income by the retirement system. The  
14 premium for dependents must be deducted from retirement income by the retirement service  
15 or be paid by the retiree directly to the insurance company. The District may not accept cash  
16 from the retiree to cover insurance for dependents after deductions begin by the retirement  
17 service, nor will the District be responsible for negotiating coverage for dependents. The district  
18 will also pay the cost of Part B Medicare for those retirees who qualify for Part A Medicare.  
19 Total payments shall not exceed the premium the District pays for a regular employee. Retirees  
20 are not eligible for District-paid dental insurance except as stated in Sections D 4 and D 5  
21 above. Twice each year (April & October) the District will reimburse the retiree for the costs of  
22 Part B Medicare payments and health insurance premiums.

23 F Retirement Incentive

24 For employees employed before July 1, 2005, the District shall provide a retirement incentive of  
25 \$5,000.00 per employee payable upon retirement, prorated for less than full-time employment, which  
26 shall be defined as eight (8) hours per day for ten (10) months. In order to be eligible, the retiring  
27 employee must have ten (10) years of District service and must provide an irrevocable intent to retire  
28 at least three (3) calendar months in advance of the retirement date. The above amount will be  
29 increased to \$7,000.00 for any unit member retiring with eighteen (18) or more years of District  
30 service.

1 XI GRIEVANCE PROCEDURE

2 A Definitions

3 1 Grievance

4 Any dispute which involves the alleged violation, misinterpretation or misapplication of any  
5 provision of this Agreement and which adversely affects the grievant.

6 2 Grievant

7 An employee(s) covered by this Agreement or CSEA when there is an alleged violation,  
8 misinterpretation or misapplication of the contract.

9 3 Immediate Supervisor

10 Lawfully designated supervisory or management person having immediate jurisdiction over the  
11 grievant.

12 4 Consultant

13 Any person selected by the employee or the District.

14 5 Day

15 A regular work day for the District.

16 B General Provisions

17 1 All time limitations may be waived by mutual agreement.

18 2 Either party may request a meeting between parties at Levels 1 and 2. (see XI D & XI E)

19 3 A grievance must be filed within fifteen (15) days of the alleged violation(s) or within fifteen (15)  
20 days of the date the grievant might reasonably be expected to have known of the alleged  
21 violation(s).

22 4 The grievant may file any evidence in the form of documentation, or statement of witnesses in  
23 support of the grievance.

24 5 Grievances of a like or similar nature may be joined by mutual agreement of the District and  
25 CSEA.

26 6 Neither the District nor CSEA may take punitive action against an employee for exercising his  
27 or her right to grieve.

28 7 A grievant may drop a grievance without intervention by CSEA. Such an action shall not set a  
29 precedent.

30 8 The District shall not agree to any resolution of a grievance until CSEA has received a copy of  
31 the grievance and the proposed resolution, and has been given the opportunity to file a  
32 response. A response shall be received within fifteen (15) days.

33 9 A reasonable amount of release time with pay shall be granted for the processing of grievances.

- 1           10 Either party in a grievance is entitled to a consultant at any hearing at any step of the grievance  
2           proceedings.
- 3           11 If the District at Level 1 or at Level 2 determines that the alleged violation does not fall within  
4           the definition of a grievance, that determination becomes a grievable decision which must be  
5           resolved prior to processing the original grievance.
- 6           12 Witnesses may be called by either party.
- 7           C No matter shall be considered a grievance until first taken up orally by the employee with the  
8           immediate supervisor or other designated management representative, who shall attempt to settle  
9           the matter, and shall render a decision within fifteen (15) days. If the alleged matter is not settled  
10          within fifteen (15) days, it shall be reduced to writing and processed directly as an official grievance.
- 11          D Level 1 – Grievance Procedure
- 12          1 The grievant, in writing, shall file with the immediate supervisor a statement which shall include  
13          the following:
- 14               a) The Article or Articles of this Agreement which were allegedly violated, misapplied or  
15               misinterpreted.
- 16               b) The manner in which the grievant(s) was/were adversely affected.
- 17               c) The specified District action(s) or inaction(s) which resulted in the alleged violation.
- 18               d) The specified remedy sought by the grievant(s).
- 19          2 The immediate supervisor shall respond within fifteen (15) days.
- 20          3 The District shall transmit a copy of the supervisor's decision to CSEA.
- 21          4 If the grievant has received no written response from the immediate supervisor within fifteen  
22          (15) days, or if the grievant is not satisfied with the response of the supervisor, the grievant  
23          may refer the grievance to Level 2 within fifteen (15) days. Referral must be made within fifteen  
24          (15) days.
- 25          E Level 2
- 26          1 The grievant, in writing, shall express to the Superintendent or designee a statement  
27          expressing dissatisfaction with a decision or lack thereof at level 1. Under the same cover, a  
28          copy of the original grievance and, if applicable, a copy of Level 1 response shall be  
29          transmitted.
- 30          2 The Superintendent shall respond within fifteen (15) days.
- 31          3 If the grievant receives no response, or an unsatisfactory response, at level 2, the grievant may  
32          refer the grievance to Level 3.
- 33          F Level 3
- 34          1 In the event the grievant wishes the matter arbitrated, he/she may, within fifteen (15) days,  
35          request that the CSEA submit the grievance to advisory arbitration. The CSEA, in written notice  
36          to the Superintendent within fifteen (15) days of receipt of the request for the grievant, may  
37          submit the grievance to advisory arbitration. If not submitted, the decision at Level 2 shall be  
38          final.



- 1           2    A list of five (5) suggested arbitrators shall be requested from the State of California Conciliation  
2           2    Service. If the parties are unable to agree upon an arbitrator, the parties shall each strike from  
3           3    the State of California Conciliation Service list alternately one (1) name – after determining the  
4           4    first strike by lot – and the final name shall be that of the arbitrator.
- 5           3    Any questions which arise as to the arbitrability of the grievance shall be ruled upon by the  
6           6    arbitrator prior to hearing the merits of the grievance.
- 7           4    The arbitrator's advisory decision shall be in writing and shall set forth his/her findings of fact,  
8           8    reasoning, and conclusion on the issues submitted. The arbitrator shall be without power or  
9           9    authority to make any decision which requires the commission of an act prohibited by law or  
10          10   which is violative of the terms of this Agreement and the arbitrator shall interpret this Agreement  
11          11   in accordance with accepted arbitral standards of contract interpretation. The advisory decision  
12          12   of the arbitrator shall be submitted to the District and the CSEA and shall be binding unless it  
13          13   is appealed by either party within fifteen (15) days of its receipt.
- 14          5    All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel  
15          15   and subsistence expenses and the cost of any hearing room shall be borne equally by the  
16          16   parties. All other costs shall be borne by the party incurring them.
- 17          6    If a party requests a transcript of the proceedings, that party shall bear the full costs for that  
18          18   transcript. If the parties mutually request a transcript, the total cost of the transcript shall be  
19          19   divided equally between the District and the CSEA.

20          G   Level 4 – Board Of Education

- 21          1    Within fifteen (15) days of an appeal of an advisory decision, the Board shall review the  
22          22   grievance.
- 23          2    If either party requests a hearing before the Board, a hearing shall be held within fifteen (15)  
24          24   days of the request.
- 25          3    Within fifteen (15) days after the hearing or review of the grievance, the Board shall render a  
26          26   decision.
- 27          4    The decision of the Board shall be final and binding on both parties.

28

1 XII TRANSFERS AND ASSIGNMENTS

2 A Transfers / Promotions

3 1 The Superintendent or designee shall assign all employees and authorize transfers.

4 2 A transfer is a change in an employee's job location within the same classification or a change  
5 in work location as a result of a promotion within the bargaining unit.

6 3 All transfers shall be considered on the basis of the needs of the District which shall include,  
7 but not be limited to, the welfare of the pupils and the training and special skill of employees.  
8 All other conditions being equal in the judgment of the Superintendent, length of service with  
9 the District shall be determinative.

10 a) When a new position is created or an existing position becomes vacant, the District shall  
11 give first consideration to current employees. All vacancies shall be posted by the District  
12 for not less than five (5) working days at all work locations prior to being filled. A copy of  
13 the notice of a vacancy shall be provided to the CSEA. Any employee may apply for a  
14 vacant position by filing a written notice with the District Office.

15 b) Employees desiring voluntary transfer shall make such requests to the Superintendent.  
16 The employee is entitled to a conference with the Superintendent, or designee regarding  
17 the request.

18 c) In the event the request for voluntary transfer is denied, the employee shall upon request  
19 receive, in writing, the reason or reasons for denial.

20 d) For permanent vacancies, employee initiated transfers shall be granted or denied prior to  
21 initiating involuntary transfers.

22 e) A permanent employee will serve a new probationary period of six (6) months in a position  
23 to which the employee has been promoted. This period may be extended to nine (9)  
24 months by the supervisor's written notice to the employee and the CSEA President prior to  
25 the end of the six (6) month period. If the employee does not successfully complete  
26 probation, the employee may return to the position held by the least senior person within  
27 the classification in which the employee had permanency before the promotion.

28 f) During summer months and winter recess, when school is not in regular session, the  
29 District will distribute posting to employees who are not in service and who request such  
30 posting by June 1 of the previous year.

31 4 Involuntary Transfers

32 a) The Superintendent or designee may involuntarily transfer an employee when, in the  
33 Superintendent's judgment, the transfer is necessary for the efficient operation of the  
34 District.

35 b) An employee shall be advised of any proposed involuntary transfer as soon as this  
36 information is known with a reasonable degree of certainty by the District, and the  
37 employee shall be informed of any available options.

38 c) If requested by the employee, a conference shall be held between the employee and the  
39 Superintendent or designee prior to the actual involuntary transfer.

40 d) Upon request, the employee shall be given in writing the reasons for the transfer initiated  
41 by the District.

1 XIII DISTRICT PERSONNEL FILES

2 A Materials in personnel files of employees which may serve as a basis for affecting the status of  
3 their employment, are to be made available for the inspection of the employee involved and the  
4 employee's representative.

5 B Every employee shall have the right to inspect such materials upon request, provided that the  
6 request is made at a time when the employee is not actually required to render services to the  
7 District.

8 C The material available for inspection shall not include ratings reports, or records which:

9 1 were obtained prior to the employment of the person involved

10 2 were prepared by identifiable examination committee members, or

11 3 were obtained in connection with a promotional examination.

12 D Information of a derogatory nature, except material mentioned in Section C shall not be placed in  
13 the employee's District personnel file until and unless:

14 1 the employee is provided a copy of the material;

15 2 the employee has fifteen (15) work days from the receipt of the copy of the material to attach  
16 the employee's comments to the derogatory statement;

17 3 the employee is provided the opportunity to request a conference with the Superintendent to  
18 discuss the material and the conference, if requested, is held.

19 4 The conference shall take place during normal business hours and the regular employee and  
20 the employee's representative (if requested) shall be released from duty for this purpose  
21 without salary reduction.

22

1 XIV SALARY

2 A Salary Schedules

3 Salary schedules reflecting the salary or wage for each classification are attached as Appendix A  
4 to this contract.

5 B Longevity

6 1 Longvity will be listed as Steps 8 through 24 on the salary schedule and are defined as  
7 follows:

8 Beginning on the eighth (8<sup>th</sup>) year of employment with the District, the Assosiation  
9 member will receive 2.5% of the base rate as listed on Step 6

10 Beginning on the twelfth (12<sup>th</sup>) year of employment with the District, the Assosiation  
11 member will receive 2.5% of the base rate as listed on Step 8

12 Beginning on the sixteenth (16<sup>th</sup>) year of employment with the District, the Assosiation  
13 member will receive 2.5% of the base rate as listed on Step 12

14 Beginning on the twentieth (20<sup>th</sup>) year of employment with the District, the Assosiation  
15 member will receive 2.5% of the base rate as listed on Step 16

16 Beginning on the twenty-fourth (24<sup>th</sup>) year of employment with the District, the  
17 Assosiation member will receive 2.5% of the base rate as listed on Step 20

18 2 This compensation may be a separate line item on their paycheck, but is part of their salary.

19 C Pay For Temporary Work In A Higher Classification

20 An employee may be required to perform duties different from those assigned to the position by  
21 the governing board. If the assignment is for a period of more than five (5) working days and is in  
22 a higher classification, the employee's salary shall be adjusted upwards for the entire period of the  
23 assignment. No employee shall receive a reduction in pay when they are assigned to perform  
24 duties in a lower classification.

25 D New Work

26 In the event the District introduces new work or creates a new job classification, the District and  
27 CSEA shall, upon written request by either party, enter into negotiations for the wage scale  
28 applicable to the new work or job classification. Pending final settlement of the proper rate for the  
29 new work, the work shall be performed at the rate of pay established by the District. When a  
30 permanent rate is established, it shall become effective on the date the work was first performed.

31 E Pay Periods And Pay Checks

32 1 All employees covered by this Agreement shall be paid once per month at the end of each  
33 month. Early release of paychecks normally occur in December and June.

34 2 All variable paychecks shall be accompanied by a statement of deductions.

35 3 Subject to District and County Office regulations, unit members can elect to receive their pay  
36 on a ten (10), eleven (11), or twelve (12) month payment plan. This election shall take place  
37 no later than August 1 for eleven (11) month employees and September 1 for ten (10) month  
38 employees.

1           F   Computation Of Wages For Pay Purposes

2           1   For eight (8) hour per day employees, the monthly rate of pay set forth for each position  
3           included in this Agreement shall be divided by 173 to produce the hourly rate of pay.

4           2. For all employees working less than eight (8) hours a day, salary will be based on the amount  
5           per hour times the number of hours a day times the number of days worked. The annual salary  
6           will be distributed in 10, 11, or 12 equal monthly installments at the employee's request.

7

1 XV SAFETY AND WORKING CONDITIONS

2 A The District shall furnish tools and equipment and a place of employment which are safe and  
3 healthful for the workers, and shall conform to and comply with all health, safety and sanitation  
4 requirements imposed by State or Federal law or regulations adopted under State or Federal law.

5 B Safety Committee

6 1 A Safety Committee shall be established and maintained, and shall consist of two (2) members  
7 selected by the CSEA and two (2) members selected by the District.

8 2 Upon request (which may be made anonymously) or on its own initiative, the Committee shall  
9 review health, safety, sanitation and working conditions, and shall make recommendations to  
10 the District to assure compliance with this Article.

11 3 Upon approval by the Superintendent or designee, committee members shall be allowed up to  
12 three (3) days each per year of paid release time plus expenses, limited to actual registration,  
13 travel, meals, lodging and materials for the purpose of attending seminars, conferences,  
14 workshops or institutes on occupational safety.

15 C Physical Examinations And Tests

16 The District agrees to provide, and pay for, any District or State required medical examinations or  
17 medical tests such as a TB test required as a condition of employment or continued employment.

18 D Mileage Allowance

19 Employees who use their own transportation in the performance of their duties and employees who  
20 are assigned to more than one work site per day shall be reimbursed for all required travel at the  
21 approved I.R.S. rate for work related mileage, for all driving done between the arrival at the first  
22 location at the beginning of the work day and the last location of the work day.

23 If an I.R.S. ruling raises the approved rate to a rate higher than the rate specified in this section,  
24 regular employees will be reimbursed at the higher rate.

25

1 XVI MANAGEMENT RIGHTS AND DISTRICT POWERS

2 It is understood and agreed that the District retains all of its powers and authority to direct and control  
3 the District to the full allowable extent of the law.

4 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the  
5 adoption of policies, rules, regulations and practices in furtherance of the District rights, and the use of  
6 judgment and discretion in connection with these activities, shall be limited only by the specific and  
7 expressed terms of this Agreement, and then only to the extent that such specific and expressed terms  
8 are in conformity with the laws of the State of California.

9

1 XVII ASSOCIATION RIGHTS

2 A Association Leave

3 CSEA shall be entitled to a total of five (5) days of paid leave per year for the purpose of conducting  
4 CSEA business. The specific time the employee takes the leave shall be mutually agreed upon by  
5 the Superintendent and CSEA.

6 B CSEA shall be entitled to the use of District e-mail, pony, bulletin boards, and facilities when not in  
7 use by District.

8



1 XVIII EMPLOYEE EVALUATIONS

2 A Frequency of Evaluation

3 1 Entry probationary employees shall be evaluated at least once during the six (6) month  
4 probationary period.

5 2 A promotional probationary employee shall be evaluated at least once during the six (6)  
6 month promotional probationary period.

7 3 Permanent employees shall be evaluated annually by their immediate supervisor by June 1.  
8 At the District's discretion, a permanent employee who received evaluations for three  
9 consecutive years indicating that the employee consistently meets or exceeds District job  
10 performance standards may thereafter be evaluated once every two years.

11 B Persons Responsible for Evaluations

12 1 Each immediate supervisor under whom the employee has served for sixty (60) working days  
13 or more during any evaluation period shall provide a performance evaluation, even though  
14 the employee may have left the supervisor's area of responsibility.

15 2 If an employee works a split assignment at two schools, the principal at each school shall  
16 independently evaluate the employee.

17 3 The immediate supervisor should base his/her rating on direct observations, evaluation of  
18 work product and/or clearly observed behaviors.

19 C Evaluation Procedure

20 1 The evaluator shall use the performance evaluation form attached as Appendix B or  
21 Appendix C (Special Education).

22 2 The evaluator shall provide an employee with specific, written suggestions for improvement  
23 for any "needs improvement" or "unsatisfactory" rating given to the employee.

24 3 For a rating of "needs improvement" or "unsatisfactory" on "Overall Rating" an improvement  
25 plan will be attached to the evaluation. The improvement plan shall clearly identify the  
26 problem(s), specific improvement strategies that are measurable and timeline for  
27 improvement.

28 4 The immediate supervisor shall present the performance evaluation report to the employee  
29 and discuss it with the employee. If the immediate supervisor is unavailable or if the  
30 employee is no longer being supervised by the person preparing the evaluation, the

1 Superintendent shall designate an administrator or supervisor to review and discuss the  
2 evaluation with the employee.

3 5 The evaluator and the employee shall sign the evaluation form, and the employee shall be  
4 given a signed copy. The employee's signature indicates only that the employee received  
5 the evaluation and does not indicate that the employee agrees with the evaluation.

6 D Personnel File

7 The evaluation form shall be filed in the employee's personnel file. The employee may prepare a  
8 written response to the evaluation, which shall be attached to the evaluation form in the  
9 employee's personnel file.

10 E Grievance Procedures

11 The evaluation procedure, but not the content of an employee's evaluation, is subject to the  
12 grievance process of Article XI.

13

1 XIX EMPLOYEE DISCIPLINE

2 A Probationary Employees

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

6 B Permanent Employees

7 Permanent employees shall be subject to personnel action (suspension without pay, demotion,  
8 reduction of pay step in class, dismissal) only for cause. In the case of a dismissal for cause, the  
9 Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

10 C Progressive Steps

11 In handling disciplinary matters, it is intended that the discipline shall be commensurate with the  
12 offense and that, whenever possible, progressive steps be utilized, unless the incident giving rise  
13 to the discipline is of such a nature that more severe action is appropriate. Progressive steps  
14 may include both verbal and written notification of unsatisfactory performance.

15 D Causes

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

19 1 Falsifying any information supplied to the school District, including, but not limited to,  
20 information supplied on application forms, employment records, or any other school district  
21 records.

22 2 Unsatisfactory or unacceptable performance. The inability or the failure to perform at an  
23 acceptable performance level such as incompetency or inefficiency.

24 3 Neglect of duty

25 4 Insubordination

26 5 Dishonesty

27 6 Drinking alcoholic beverages while on duty or in such close proximity to duty time as to cause  
28 any detrimental effect upon the employee, on students, or on members of the public.

29 7 Possessing or being under the influence of a controlled substance in violation of the  
30 Education Code, or furnishing a controlled substance to a minor.

31 8 Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or  
32 conviction of a misdemeanor which is of such a nature as to adversely affect the employee's  
33 ability to perform the duties and responsibilities of the employee's position. A plea or verdict

1 of guilty or a conviction following a plea of nolo contendere, is deemed to be a conviction for  
2 this purpose.

3 9 Absence without proper notification.

4 10 Discourteous treatment of the public, students, or other employees while in the course and  
5 scope of employment.

6 11 Willful misuse, negligent use, and / or misappropriation of District property, including taking  
7 District property.

8 12 Violation of District, Board or departmental rule, policy or procedure.

9 13 Failure to possess or keep in effect any license, certificate, or other similar requirement  
10 specified in the employee's class specification or otherwise necessary for the employee to  
11 perform the duties of the position.

12 14 Unlawful discrimination, including harassment, on the basis of race, religion, creed, color,  
13 national origin, ancestry, physical disadvantage, marital status, sex, age, or sexual orientation  
14 against the public or other employees while acting in the capacity of a District employee.

15 15 Unlawful retaliation against any other District officer or employee or member of the public  
16 who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any  
17 appropriate authority any information relative to an actual or suspected violation of state or  
18 federal law occurring on the job or directly job-related.

19 16 Chronic absenteeism or tardiness.

20 17 Illegal political activity in violation of Education Code section 7050 and following.

21 18 Abuse of sick leave or any other leave.

22 No personnel action shall be taken for any cause which arose before the employee became  
23 permanent, nor for any cause which arose more than two (2) years before the date of the filing of  
24 the notice unless this cause was concealed or not disclosed by the employee when it could be  
25 reasonably assumed that the employee would have disclosed the fact to the District.

26 E Initiation and Notification of Charges

27 The Superintendent or designee may initiate a personnel action against a permanent classified  
28 employee.

29 In all cases involving a personnel action, the person initiating the action shall file a written  
30 recommendation of personnel action with the Board. A copy of the recommendation shall be  
31 served upon the employee either personally or by a registered or certified mail, return receipt

1 requested, at the employee's last known address and to CSEA. The recommendation shall  
2 include:

- 3 1 A statement of the nature of the personnel action.
- 4 2 A statement in ordinary and concise language of the cause or causes for the personnel  
5 action.
- 6 3 A statement of the specific acts or omissions upon which the causes are based.
- 7 4 A statement of the employee's right to appeal the recommendation and the manner and time  
8 within which the appeal must be filed.

9 F Employment Status Pending Appeal or Waiver

10 Except as provided in this Agreement, any employee against whom a recommendation of  
11 personnel action has been made shall remain on active duty status and responsible for fulfilling  
12 the duties of the position pending the employee's appeal or waiver of an appeal.

13 The Superintendent or designee may order the employee immediately suspended from duty  
14 without pay in conjunction with the recommendation of personnel action after the employeee has  
15 been given the opportunity for a Skelley hearing before the Superintendent or designee. The  
16 suspension order shall be in writing and shall state the reasons that the suspension is deemed  
17 necessary. The suspension orders shall be served upon the employee either personally or by  
18 registered or certified mail, return receipt requested, immediately after issuance. Except in cases  
19 of emergency when the employee must be removed from the premises immediately, the  
20 Superintendent or designee shall give the employee written notice of the proposed  
21 recommendation of discipline at least five (5) calendar days before the effective date of any order  
22 of suspension issued in conjunction with a recommendatoin involving dismissal.

23 G Right to Appeal

24 Within five (5) calendar days after receiving the recommendation of personnel action, the  
25 employee may appeal in writing to the office of the Superintendent or designee during normal  
26 work hours.

27 If the employee fails to file a notice of appeal within the time specified in these rules, the  
28 employee shall be deemed to have waived the right to appeal, and the Board may order the  
29 recommended personnel action into effect immediately.

30 H Amended/Supplemental Changes

31 At any time before an employee's appeal is finally submitted to the Board for decision, the District  
32 may, with the Board's consent, serve on the employee and file with the Board an amended or  
33 supplemental recommendation of personnel action. If the amended or supplemental  
34 recommendation presents new causes or allegations, the employee shall be afforded a  
35 reasonable opportunity to prepare a defense.

36 I Hearing Procedures

37 1 The hearing shall be held at the earliest convenient date. All parties shall be notified of the  
38 time and place of the hearing. The employee shall be entitled to appear personally, produce  
39 evidence, and have counsel or representation at the employee's expense. The employee  
40 shall be entitled to a public hearing if he/she demands it when the Board is hearing the  
41 appeal by giving twenty-four (24) hours written notice prior to the hearing. The burden of  
42 proof is on the District to present substantial evidence in support of its action. The Board

1 shall not be bound by the formal rules of evidence but relevant evidence upon which  
2 reasonable persons are accustomed to rely in the conduct of serious affairs. Hearsay  
3 evidence shall not be the sole evidence supporting any factual finding.

4 2 In the event that the Board determines that the nature of the appeal and the circumstances  
5 and details of the case is beyond its capacity and available time the Board, at its discretion,  
6 and with the concurrence of the employee, may refer the hearing to Arbitration. Advisory  
7 Arbitration will follow the provisions of Article XI.

8 3 If the Board hears the appeal, the Board shall affirm, modify or revoke the recommended  
9 personnel action but not change the nature of the personnel action.

10 4 The Board may consider the records of any prior personnel action proceedings against the  
11 employee in which a personnel action was ultimately sustained and any records that were  
12 contained in the employee's personnel files and introduced into evidence at the hearing.

13 J Hearing Decision

14 1 The decision of the Board shall be in writing and shall contain findings of fact and the  
15 personnel action approved, if any. A copy of the decision shall be delivered to the employee  
16 personally or by registered mail. The decision of the Board shall be final.

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1 XX PROFESSIONAL GROWTH/STAFF DEVELOPMENT

2 The District is responsible to provide an equivalent of two days of staff development (based upon  
3 the employees number of daily hours) for training that is relevant to the unit members job duties  
4 and classification.

5 As of July 1, 2006, two additional days of service will be added to all unit members serving less  
6 than 10.5 months for purposes of training. The additional two days of service will be scheduled on  
7 the Annual School Calendar.

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1 XXI SAVINGS CLAUSE

2 If any article, section, or clause of this Agreement is declared illegal by a court of competent  
3 jurisdiction or by legislative act, then that article, section, or clause shall be deleted from this  
4 Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall  
5 remain in full force and effect.

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1 XXII SENIORITY

2 Seniority shall be determined by date of hire.

3 The District shall publish a seniority list on the District website on a quarterly basis.

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1 XXIII GENERAL PROVISIONS

2 A This Agreement represents and incorporates the final and complete understanding by the parties  
3 of all bargaining issues which were, or could have been, the subject to negotiations. Except for  
4 reopening according to Section XXIII B, neither party shall be required to negotiate with respect to  
5 any bargainable issues during the life of this contract.

6 B All or any portion of this contract may be renegotiated by mutual agreement of the parties. For  
7 each year of the term of the Contract, both CSEA and the District may reopen negotiations on three  
8 (3) articles in addition to Salary and Benefits.

9

1 XXIV DURATION OF AGREEMENT

2 A The term of this Agreement shall be from July 1, 2015, through June 30, 2018.

3 B In the event either party gives written notice of the desire to amend or modify this Agreement, the  
4 parties shall meet not later than forty-five (45) days prior to the anniversary date for the purpose of  
5 negotiating the desired amendments or modifications.

6 Agreed this ninth day of June 2015.

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For CSEA, Chapter 630

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For the Menlo Park School District

\_\_\_\_\_  
Position

\_\_\_\_\_  
Position

\_\_\_\_\_  
CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION

Anthony Rice  
Labor Relations Representative

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APPENDIX A

History of Salary Adjustments

I. July 1, 2003

A Effective July 1, 2003, the salary schedule will be increased by four and six tenths percent (4.6%).The basic salary schedule for 2003-04 shall be attached to and become part of this Agreement as Appendix A. The salary schedule for 2004-05 shall reflect an increase of two percent (2.0%) over the prior schedule. The 2.0% increase is contingent upon:

1 the District's good faith projection on or before July 1, 2004, that the District will maintain Basic Aid status for the 2004-05 school year; and

2 the District maintaining at least an equivalent amount of local property tax and the same manner of receiving revenues as existed for the 2003-04 school year.

B If contingency "1" or "2" above is triggered, the parties will reopen negotiations on the issue of salary schedule for the 2004-05 school year..

C Upon request, the parties may also reopen negotiations on the salary percentage increase for 2004-05 and the District's contribution to the retiree medical, provided the percentage growth in the 2004-05 real property tax revenue exceeds seven percent (7.0%), as estimated by the County Assessor on or before December 1, 2004. This percentage growth excludes any parcel tax revenue.

II July 1, 2004

A Effective July 1, 2004, the 2004-05 salary schedule increased 2.0% over the 2003-04 salary schedule.

III July 1, 2005

A Effective July 1, 2005, the 2005-06 salary schedule increased 3.2% over the 2004-05 salary schedule.

IV July 1, 2006

A Effective July 1, 2006, the 2006-07 salary schedule increased by 4.1% over the 2005-06 salary schedule. In addition the salary schedule was restructured at a cost equivalent to 1.21%. The increase to the cap for health benefits represents a 0.45% for all employees. The increase in total compensation was expressed at 5.76%.

V July 1, 2007

A Effective July 1, 2007, the 2007-08 salary schedule increased by 4.65% over the 2006-07 salary schedule. The increase to the cap for health benefits represents a 0.35% for all employees. The increase in total compensation was expressed at 5.0%.

VI July 1, 2008

A Effective July 1, 2008, the 2008-09 salary schedule was not increased over the 2006-07 salary schedule. The increase to the cap for health benefits represents a 0.4% for all employees. The increase in total compensation was expressed at 0.4%.

CSEA CONTRACT — 2015-2018

1 VII July 1, 2009

2 A Effective July 1, 2009, the 2009-10 salary schedule increased by 1.0% over the 2008-09 salary  
3 schedule. The increase to the cap for health benefits represents a 0.21% for all employees. The  
4 increase in total compensation was expressed at 1.21%.

5 VIII July 1, 2010

6 A The salary schedule in Appendix A was increased by 1.0%, retroactively July 1, 2009, for all unit  
7 members currently employed as of March 8, 2011. Only currently employed individuals who were  
8 employed during the 2009-10 fiscal year will be eligible for the lump sum payment that will be  
9 equivalent to the additional amount that would have been paid to an individual for regular hours  
10 worked in the assignment had the 1.0% salary increase been in effect on July 1, 2009.

11 B In addition, the same salary schedule will be increased by another 1.0% effective July 1, 2011.

12 IX July 1, 2012

13 A The salary schedule in Appendix A will be increased by 1.0%, retroactively July 1, 2011, for all unit  
14 members currently employed as of May 13, 2013. Only currently employed individuals who were  
15 employed during the 2011-12 fiscal year will be eligible for the lump sum payment that will be  
16 equivalent to the additional amount that would have been paid to an individual for regular hours  
17 worked in the assignment had the 1% salary increase been in effect on July 1, 2011. In addition,  
18 the same salary schedule will be increased by another 3.0% effective July 1, 2012. The increase  
19 to the cap for health benefits represents a 0.35% for all employees.

20 X July 1, 2013

21 A The salary schedule in Appendix A will be increased by 3.5%, retroactively July 1, 2013, for all unit  
22 members currently employed as of the execution of this agreement. The increase to the cap for  
23 health benefits represents a 0.45% for all employees.

24 XI July 1, 2014

25 A The salary schedule in Appendix A will be increased by 3.0%, retroactively July 1, 2014, for all unit  
26 members currently employed as of the execution of this agreement.

27 XII July 1, 2015

28 A The 2015-16 salary schedules shall remain unchanged from the 2014-15 salary schedules, and  
29 shall be attached to this Agreement as Appendix A1. In addition to the salary payments provided  
30 for the 2015-16 year, each unit member who was employed by the District during the 2015-16 year  
31 shall receive a one-time lump sum, non-recurring payment equivalent to 2.5% of the bargaining  
32 unit member's salary as defined by the applicable 2015-16 Salary Schedule prorated as appropriate  
33 for part-time or partial year service. This is a one-time, non-precedent setting payment, and the  
34 District shall have no obligation to make a similar payment in the future.

35 XIII July 1, 2016

36 A Effective July 1, 2016, the salary schedules attached as Appendix A1 shall be increased by 2.5%.  
37 The revised salary schedules shall be attached to this Agreement as Appendix A2. Unit  
38 members in active paid status as of July 1, 2016, shall receive retroactive payments according to  
39 the 2016-17 salary schedule.  
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CSEA CONTRACT — 2015-2018

1 XIV July 1, 2017

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A Effective July 1, 2017, the 2016-17 salary schedule shall be increased by 2.0%. The revised salary schedules shall be attached to this Agreement. Unit members in active paid status as of July 1, 2017, shall receive payments according to the 2017-18 salary schedule.

XV July 1, 2018

A Effective July 1, 2018, the 2017-18 salary shall be increased by 3.0%. The revised salary schedules shall be attached to this Agreement. Unit members in active paid status as of July 1, 2018, shall receive payments according to the 2018-19 salary schedule.