

AGREEMENT BETWEEN
MENLO PARK CITY SCHOOL DISTRICT &
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER 630
July 1, 2020 - June 30, 2023*

*includes updates from 2021-22 negotiations

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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.

II. RECOGNITION

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

III. MEMBERSHIP/ ORGANIZATIONAL SECURITY

- A. The District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join.) The District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause. This agreement shall satisfy District's duty to bargain effects of *Janus* decision.
- B. The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not need keep track of this period which shall be tracked by CSEA with in its membership database.
- C. CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.
- D. The District shall deduct in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.
- E. The District agrees not to discriminate against any employee because of membership in CSEA.
- F. The District's managers, supervisors and confidential employees shall not comment regarding employees' decisions to belong to an employee organization or participate in its activities. Managers, supervisors and confidential employees shall not instruct employees on the process to leave CSEA, but instead simply refer any questions to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.
- G. The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.
- H. There shall be no charge by the employer to CSEA for regular membership dues deductions.
- I. The District shall furnish to CSEA a list of new hires with their name, classification and date of hire; and in addition, shall furnish CSEA a list of terminations for cause and layoffs of permanent employees prior to any formal action by the District.

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

K. Employee Rights

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

L. Membership Information

- a. The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.
- b. The District shall reject all Public Records Act requests from outsiders for work email addresses for bargaining unit members unless there is a court decision directing public agencies to release this information.
- c. The District shall use its best efforts to filter out outsiders' emails to work email addresses soliciting against union membership. District shall only post on the public portion of its website work email addresses for employees whom the public needs to contact.

M. Minimum requirements for automatic payroll deduction of fee:

- a. The District is under no obligation to make payroll deductions for periods during which a unit member is either terminated from active employment or not on the District's active payroll for any reason, including, but not limited to, layoff and voluntary leave of absence without pay for more than thirty (30) days.
- b. The unit member's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues or service fees to be deducted.
- c. When a unit member is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period. In the case of a unit member who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions have priority over CSEA dues and service fees.

N. District's Obligations

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

O. Hold Harmless and Indemnity Provision

- a. CSEA shall defend and indemnify, and hold the District harmless for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.
- b. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed..

IV. DEFINITIONS

- A. "Permanent Employee" - is an employee who has successfully completed an initial probationary period.
- B. "Employee" - is any employee, whether permanent, or probationary, full-time, or part time, who is not restricted, temporary, substitute, short-term, or a student employee.
- C. "Probationary Employee" - is an employee who will become permanent upon the completion of six months of service.
- D. Probation Periods
 - a. "Probationary period" – six (6) months of service beyond the initial date of employment by the District.
 - b. "Promotional Probationary Period" - is a permanent employee who will serve a new probationary period of six (6) months in a position to which the employee has been promoted. If the employee does not successfully complete probation, the employee may return to the position held by the least senior person within the classification in which the employee had permanency before the promotion.
- E. "Child" - is a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis.
- F. "Parent" - is a biological, foster, or adoptive parent, a stepparent, or a legal guardian.
- G. "Call-back time" - is a period of work which is separated in time from the employee's regular work period.

V. WORK WEEK, WORKDAY, WORK HOURS, WORK YEAR

A. Standard Work Week and Workday

- a. The standard workday shall be eight (8) paid hours within eight hours and forty minutes. The standard work week shall be five (5) consecutive days, Monday through Friday, unless otherwise agreed to by the District and CSEA, for a total of forty (40) hours.
- b. The day shift shall begin between the hours of 6:30 a.m. and 9:30 a.m. The night shift shall begin between the hours of 12:30 p.m. and 3:30 p.m. Except as provided in this Agreement, no other shifts shall be established by the District without consultation with CSEA.
- c. Exceptions to the standard work week and/or workday may be made upon mutual agreement between Superintendent or designee and an individual regular employee, after consultation with CSEA. No loss of benefits shall occur as a result of an exception.
- d. Prior to the last school day of each year the District will notify all part year employees of their designated date to return to work for the next school year.

B. Night Shifts

- a. In addition to the established wage rates, the District shall pay a monthly differential of 5% to employees regularly assigned to work a night shift.
- b. For employees regularly assigned to the night shift, all leave and benefit pay shall be computed as a total of base pay plus differential pay for all night shift hours worked.
- c. Night shift employees assigned to the day shift as a temporary assignment shall continue to receive shift differential pay for all day shift hours worked.
- d. Employees normally required to work the day shift but occasionally assigned to night shift work on an irregular basis, shall receive a differential compensation of 7% of their base rate of pay for the occasional night shift work. This differential shall not apply to compensation for vacation leave, sick leave or retirement

contributions. This differential compensation shall be reported and paid in the same manner as overtime pay.

C. Stipends

- a. Overnight Field Trip Stipend: Any classified employee who voluntarily agrees and is approved to assist with an Overnight Field Trip shall receive an incentive stipend of one hundred dollars (\$100) per night in addition to the appropriate hourly rate, in accordance with Section E below, based on the employee's standard salary for actual hours worked

D. Meal Period

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

E. Overtime

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

F. Rest Periods

- a. Employees who work seven-and-a-half (7.5) hours or more per day shall be entitled to two paid fifteen (15) minute breaks. Part-time regular employees and employees working overtime shall be entitled to a paid fifteen (15) minute rest period in each three-and-a-half (3.5) to four (4) hour span of work. The rest period shall be scheduled approximately at the middle of the span.

G. Call-Back Time

- a. No portal to portal pay shall be paid, but:
 - i. Any employee called to work after completion of, or in addition to, the employee's standard workday or standard work week, shall be guaranteed a minimum of three (3) hours pay at the overtime rate of pay.

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

H. Bus Drivers

- a. The District shall assign regular route assignments. Special trip assignments shall be rotated as equally as possible among bus drivers.
- b. Whenever, as a result of the unavailability of an appropriate District vehicle, a Bus Driver regularly scheduled to work is unable to work, the driver shall be compensated for the number of hours the driver would have worked that day. Employees with combination job descriptions (i.e., Bus Driver/ Aide) shall perform other duties within that classification.
- c. For Bus Drivers hired after May 1, 2014, the District, based on seniority, can institute a split shift differential if needed in the best interest of the District schedule. Split shift differential is instituted wherein the District has scheduled an unpaid period of one-and-one-half (1 ½) hours or more in the workday shall be paid a split shift differential of an additional three percent (3%) above his/her regular salary.

I. State Staff Development Days

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

J. The work calendar shall be negotiated each year after the academic calendar is established with the understanding that one District wide professional development day shall be scheduled on the working day prior to the first day of school.

K. Each classification shall have a standard number of work-days per year as designated in Appendix C.

VI. VACATION

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

Years Completed	Vacation Entitlement (days)
a. 0	10
b. 1	10
c. 2	10
d. 3	12
e. 4	12
f. 5	15
g. 6	15
h. 7	16
i. 8	16
j. 9	17
k. 10	17
l. 11	18
m. 12	18
n. 13	19
o. 14	19
p. 15	20
q. 16	20
r. 17	21
s. 18	21
t. 19	22
u. 20	22
v. 21	23
w. 22	23
x. 23	24
y. 24	24
z. 25	25

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

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

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

- E. Employees within a classification shall be given preference on the basis of date of hire seniority in the choice of vacation periods.
- F. Vacation may be taken at any time during the school year, subject to operational requirements and the approval of the Superintendent or designee; however, vacations will normally be scheduled when school is not in session. Employees who work eleven months of the year or less do not take vacation days; their vacation time pay is included as part of their monthly salary.
- G. Should the manager and employee fail to come to an agreement within five (5) business days of the employee's vacation request, the employee and the manager will meet with the Superintendent or designee in order to work out a suitable vacation plan.
- H. Each employee upon termination shall be paid for any unused accrued vacation up to the maximum accrual limit except vacation shall not be paid to employees terminated prior to completion of six (6) months of District service.
- I. Vacation leave for full-time Office Managers shall be computed on the basis of eleven (11) months of service through the fifth (5) year of District employment and twelve (12) months of service beginning with the sixth (6th) year of employment.
- J. No vacation leave may be taken during the initial probationary period as defined in article IV nor may vacation leave be taken before it is earned. For accounting purposes, no vacation shall be credited to the employee until the completion of the probationary period.
- K. An employee shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for interruption or termination to the District.
- L. Holidays within a vacation period shall be paid as holidays and shall not count as vacation days.

VII. HOLIDAYS

- A. All employees who are a part of the classified service shall be entitled to the following paid holidays provided they are in a paid status during any portion of the workday immediately preceding or succeeding the holiday:
- a. Independence Day *
 - b. Labor Day
 - c. Veterans Day
 - d. One half day prior to Thanksgiving or the day prior to Winter Recess, provided it is a minimum day for students
 - e. Thanksgiving Day
 - f. Friday after Thanksgiving
 - g. Christmas Eve Day
 - h. Christmas Day
 - i. New Year's Eve Day
 - j. New Year's Day
 - k. Martin L. King Birthday
 - l. President's Day
 - m. An additional District designated President's Day (Lincoln and Washington's Birthdays)
 - n. Thursday of Spring Recess (in lieu of Admission Day)
 - o. Friday of Spring Recess
 - p. Memorial Day
 - q. Juneteenth
- B. All days appointed by the Governor for a public fast, thanksgiving, or holiday and all special or limited holidays, in which the Governor provides that the schools shall close, shall be a holiday for employees. Any day declared by the President as a public fast, thanksgiving or holiday, unless it is a special or limited holiday, and any day declared a holiday by the Governing Board shall be a holiday for employees. Days of a student or certificated employee recess shall not be provided as holidays for classified employees who are normally required to work during that period provided, however, that this shall not be construed as affecting vacation rights under this Agreement.
- C. Whenever any of the holidays listed above fall on a Sunday, the succeeding workday that is not a holiday shall be observed as the holiday. Whenever any of the holidays listed above fall on a Saturday, the preceding workday that is not a holiday shall be observed as the holiday except that the observance of holidays during the winter recess shall be placed during yearly calendar negotiations.

- a. If a full-time or part-time employee is required to perform work on a recognized holiday, the employee shall be paid a normal day's pay for the holiday, plus two (2) times the straight time hourly rate.
- D. Employees who are not normally working during the Winter, mid-February, or Spring recesses shall be paid for Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, President's Day and the additional District-designated President's Day, and Thursday and Friday of school Spring Recess, provided that they are in paid status during any portion of the working day of their normal assignments immediately preceding or succeeding the recess period.
- a. * Individuals employed in an Office Manager position on April 1, 2006, will receive a per diem payment for Independence Day. This provision will not be extended to any future employee serving within the Office Manager classification.

VIII. LEAVE PROVISIONS

- A. The district will provide training on the provisions of this article at least once every school year.
- B. Sick Leave
 - a. All probationary and permanent full-time employees shall accumulate sick leave at the rate of one (1) working day per month, and part-time employees shall accumulate sick leave on the basis of hours worked in proportion to the full-time forty (40) hours per week which is worked regularly.
 - b. If an employee is absent on paid sick leave and a holiday occurs during the absence, the employee shall receive the holiday pay and the day shall not be charged against the employee's sick leave.
 - c. The District shall provide each individual employee with an annual statement of all accumulated sick leave.
 - d. An employee may convert unused sick leave to retirement credit to the extent required by the Government Code if the employee retires.
 - e. Sick leave may be used for the illness or injury of the employee. Sick leave may also be used by the employee to attend to a sick or injured member of the immediate family, residing in the employee's household. The "immediate family" shall be the same as defined in "Bereavement Leave" (VIII E).
 - f. When the District has reason to believe that there are excessive absences for an employee, the District may require a physician's verification for absences of five (5) or more days in any three-month period and/or more than four (4) consecutive days. The employee may request and shall be given in writing the reasons upon which the requirement for verification is based.
- C. Industrial Accident or Illness Leave
 - a. In addition to any other benefits that an employee may be entitled to under the workers' compensation laws of this state, employees shall be entitled to the following benefits: An employee suffering any injury or illness arising out of, and in the course and scope of employment, shall be entitled to a leave of up to sixty (60) working days in any one (1) fiscal year for each accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.
 - b. Payment for wages lost on any day shall not, when added to a temporary

disability award granted the employee under the workers' compensation laws of this state, exceed the normal wage for the day.

- c. Industrial accident or illness leave will commence on the first day of absence. The industrial accident or illness leave is to be used prior to using normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation, or other paid leave shall then be used. If, however, an employee is still receiving temporary disability payments under the workers' compensation laws of this state at the time of the exhaustion of benefits under this section, the employee shall be entitled to use only so much of the employee's accumulated or available normal sick leave, vacation, or other available leave which when added to the workers' compensation award, provides for a day's pay at the regular rate of pay. Only the amount of salary paid by the District shall be charged against an employee's sick leave or vacation credit.
- d. Any time an employee on industrial accident or illness leave is able to return to work, the employee shall be reinstated without loss of pay or benefits, whenever possible in the employee's position.

D. Extended Sick Leave/Differential Pay

- a. When an employee is absent from their duties because of illness or accident and sick leave described in Section VIII A of this Article has been exhausted, the employee would immediately begin differential pay for up to 100 workdays and the district will require and request doctor's note in order for the employee to qualify for this provision. While using differential pay, the amount deducted from the employee's salary shall be 50% of the employee's salary for the days of absence.
- b. Employees having a work schedule of less than twelve (12) months per year and/or less than eight (8) hours per day shall be entitled to a pro rata of sick leave under this section based on regular time worked to full-time employment.

E. Break-In-Service

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

F. Bereavement Leave

- a. In case of death in the employee's immediate family, paid bereavement leave, not to exceed five (5) days. The "immediate family" is defined as mother, father, grandmother, grandfather or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother,

brother-in-law, sister, sister-in-law, niece, nephew, aunt, uncle, and cousin of the employee or any relative living in the immediate household of the employee. This leave may also be utilized in cases of miscarriage or stillbirth.

G. Jury Duty

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

H. Family/Child Care Leave Benefits

a. Pregnancy Disability Leave

- i. During a pregnancy disability leave, the employee shall retain status, and leave shall not constitute a break in service for any purpose.
- ii. An employee may use sick leave and/or extended sick leave for disability due to pregnancy, childbirth, miscarriage, or related medical conditions, and recovery from these conditions.
- iii. The length of pregnancy disability leave, including the date on which the leave shall begin and the date on which the employee is no longer disabled because of pregnancy and shall return to work, shall be determined by the employee and the employee's physician.
- iv. Before returning to work from a pregnancy disability leave, the employee shall obtain a "return to work" certification from her health care provider stating that she is able to resume her job duties.
- v. Pregnancy disability leave shall not be granted to provide periods of convalescence beyond disability prior to or following a childbirth. Pregnancy disability shall not be granted to provide childcare.

I. Eligibility for Parental Leave

- a. An employee who takes a pregnancy disability leave and is eligible for leave under the California Family Rights Act ("CFRA"), may take unpaid CFRA leave for reason of the birth of their ~~her~~ child.
- b. To be eligible for parental leave under CFRA, employees must have completed twelve months of service in the District and have performed 1,250 hours of service during the previous twelve month period.
- c. Employees who have completed twelve months of service in the District, but have not performed 1,250 hours of service during the previous twelve month period, are still eligible for parental leave under Education Code 45196.1.
- d. Other parental leave of absence and/or childcare leave of absence may be granted under the same conditions as unpaid leaves of absence.

J. Parental Leave Provisions

The provisions below apply to parental leave taken under CFRA or under Education Code 45196.1 as referenced in Section I(c) above.

- a. All employees who meet the eligibility requirements in Section I(b) or I(c) are entitled to 12 workweeks of parental leave in any 12-month period.
- b. Employees may take parental leave in intermittent periods of two (2) weeks at a time; however, the aggregate amount of parental leave taken shall not exceed the 12 workweeks in any 12-month period. Exceptions may be made upon request and approval.
- c. If a school year concludes before the 12-workweek period is exhausted, the employee may take the balance of the 12-workweek period in the subsequent school year but the aggregate amount of parental leave shall not exceed 12 workweeks in a 12-month period.
- d. Employees may use their regular accrued paid sick leave and, when exhausted, extended sick leave per Section D (Extended Sick Leave/Differential Pay), for a total of 12 workweeks in any 12-month period.
- e. The employee is also entitled to use their vacation leave in taking parental leave, if the employee chooses to do so.
- f. The employee can choose to, but is not required to, use their paid leaves, e.g., sick leave or vacation leave, when taking parental leave.
- g. When all paid leaves have been exhausted, the employee is entitled to utilize unpaid leave for the duration of the 12 workweeks of parental leave.
- h. When both parents of the child are employed by the District, and are classified bargaining unit members, each parent is not entitled to 12 weeks individually but the co-parents shall be entitled to a total of 18 workweeks of parental leave, with up to six (6) weeks of overlap, with neither parent exceeding twelve (12) weeks.

K. Family Care and Medical Leave

- a. Eligible unit members are entitled to unpaid leave of absence according to the terms and conditions of the federal Family Medical Leave Act and the California Family Rights Act.

L. Relationship Between Pregnancy Disability, FMLA and CFRA Leaves

- a. A pregnancy disability leave will run concurrently with the employee's FMLA leave entitlement.
- b. At the end of the employee's period(s) of pregnancy disability leave, or at the end of four months of pregnancy disability leave, whichever occurs first, a

CFRA-eligible employee may request to take CFRA leave up to 12 work weeks for reason of the birth of a child.

- c. The 12-week period will be reduced by any period of sick leave, including accumulated sick leave taken during the period of leave.
- d. An employee will not be provided more than 12-work weeks for parental leave under CFRA during any 12-month period. A 12-month period is measured backward from the date an employee first uses CFRA. When an employee takes CFRA leave, the remaining leave entitlement will be the balance of the 12 weeks which has not been used during the preceding 12 months.
- e. During each school year, when an employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his/her duties for parental leave for a period of up to 12 work weeks, the amount deducted from his/her salary for any of the additional 12 weeks in which the absence occurs will not exceed 50% of the employee's salary and the employee will receive differential pay.

M. Enhanced CFRA Leave

- a. Beginning July 1, 2021, all permanent members shall earn five (5) work days of enhanced CFRA leave per year of service, up to a maximum of ten (10) work days. This leave is either fully paid and included as part of the standard CFRA leave, or paid at the differential rate and utilized after the conclusion of standard CFRA leave, at the unit member's discretion, for up to a maximum of ten (10) work days per calendar year.
- b. The leave shall be taken in five (5) work day increments, which must be continuous, cannot be used intermittently, and are not applicable during break or non-work time. The leave must be taken within 12 months of:
 - i. the birth of a newborn,
 - ii. adoption of a child, or
 - iii. the fostering of a child in accordance with the age requirements under CFRA.
- c. The enhanced CFRA is used as a "bank." As a member uses this leave, it is taken out of their bank. This leave is not transferable to another member.
- d. If the unit member has earned less than ten (10) work days of enhanced CFRA, they may utilize their accumulated sick leave for the balance of the ten (10) work day period.
- e. After June 30, 2023, accrual under Article 8.G.5.a will sunset. Enhanced CFRA leave time accrued through June 30, 2023 will not be lost. Continuation of this leave will need to be renegotiated as part of the successor agreement.

N. Military Leaves

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

leave.

O. Necessity Leave

- a. For the 2009-10 and 010 11 school years the Necessity Leave will be nine (9) days instead of the seven (7) listed below. Employees may use up to seven (7) days of accrued sick leave per year, for the following reasons:
 - i. Death of a member of the immediate family as defined in Section VIII E above, when additional leave is required beyond that which is provided under bereavement leave.
 - ii. Accident involving the employee's person or property, or the person or property of a member of the employee's immediate family, as defined under bereavement leave.
 - iii. Serious or critical illness of a member of the employee's immediate family, as defined under bereavement leave, requiring the employee's absence from work.
 - iv. Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction. Five (5) days advance notice shall be given by the employee whenever possible.
 - v. Advance approval of personal necessity leave under circumstances described in Sections 2 and 3 is not required, but the employee shall notify the District of the need for the leave in accordance with standard practices. The District may require verification of the reason for personal necessity leave following the employee's return.
 - vi. Religious leave: An employee is entitled to two (2) days for religious leave providing at least a two (2) week notice has been given to the immediate supervisor.

P. Personal Day

- a. An employee may use a portion of the employee's accumulated sick leave for personal need. No reason shall be required. Unit members shall give as much advance notice as possible. Eleven-month and twelve-month employees may utilize four (4) days of sick leave per year for this purpose, and ten-month employees may use three (3) days per year for this purpose.

Q. Leave For Illness Of A Child, Parent, Or Spouse

- a. In any school year, employees may use up to a maximum of one-half the annual amount of days accrued and available for sick leave under Section VIII A to attend to an illness of the employee's child, parent, spouse, domestic partner, or children of domestic partner. This leave shall be in addition to any other rights to leave afforded by this Article.
- b. All restrictions upon the employee's use of sick leave shall apply to the use of sick leave to attend to the employee's child, parent, or spouse under this Section.
- c. This Section does not extend the maximum period of leave to which an employee is entitled under the Family Medical and Leave Act of 1993, the California Family Rights Act (Government Code Section 12945.2), and District policies implementing these Acts regardless of whether the employee receives sick leave

compensation during that leave.

R. Other Paid Or Unpaid Leave

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

S. Leave Study

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

T. Catastrophic Leave

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

U. Definitions

- a. "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family, and that incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time *off* from work creates a financial hardship for the employee because all of his or her sick leave and other paid time off has been exhausted.
- b. "Eligible leave credits" means the hours of sick leave accrued by the donating employee. Eligible hours to be donated are those that exceed the accrued hours necessary to support 24 days of absence. For purposes of this program, all hours allocated to an employee for differential leave will not be eligible.
- c. "Family members" shall be defined as spouse, child or parent.

V. Eligibility

- a. Eligible leave credits may be donated to an employee for a catastrophic illness or injury if all of the following requirements are met:
 - b. The employee who is, or whose family member is, suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic injury or illness as required by the District.
 - c. The District determines that the employee is unable to work due to the employee's, or his or her family member's, catastrophic illness or injury.
 - d. The employee requesting donation of sick leave has exhausted all accrued

paid leave credits, including differential leave.

W. Procedure

- a. An employee who wishes to receive the catastrophic illness benefit must request in writing to CSEA and District that sick leave donations be solicited on his or her behalf. The request must be accompanied by a verification of the catastrophic injury or illness.
 - i. Donations will be solicited anonymously by a joint announcement of CSEA and District on behalf of an individual who meets the requirements for this benefit.
 - ii. The employee who volunteers to donate sick leave must donate in minimum increments of the number of daily hours of employment of the employee requesting the donation and the amount of the donation may not exceed eight (8) hours.
 - iii. The maximum amount of time that donated leave credits may be used by the recipient employee shall not exceed twenty (20) days per illness, recurrence, or injury. Donated leave credits must be used consecutively. A recipient of donated leave may not alternate between paid and unpaid status.
 - iv. All transfers of eligible leave credits shall be irrevocable. However, if the leave is not used it will revert to the donor(s) in the order in which it was donated.
 - v. An employee who receives paid leave pursuant to this Section shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this catastrophic illness benefit.
 - vi. Donated leave credits shall be used in the order donations are received.
 - vii. The recipient shall be paid at her or his regular rate of pay.
 - viii. The District may adopt rules and regulations for the administration of this benefit as long as the regulations do not conflict with the specific provisions of the collective bargaining agreements. Such rules and regulations will be submitted to CSEA for review prior to implementation.
 - ix. Any entitlement to family leave under the Federal Family and Medical Leave Act and the California Family Rights Act will run concurrently with the leave created by donations.

IX. HEALTH AND WELFARE BENEFITS

A. Medical Insurance: CalPERS Plans

- a. The District will pay the basic monthly minimum payment to CalPERS required by Section 22892 of the Government Code as long as the District participates in the CalPERS Medical Program, and the law requires this payment.
- b. In addition to the basic contribution, the District will contribute to each full time employee (8 hour per day) for medical, dental and vision insurance, on an individual basis. If an employee works less than 8 hours a day (1.0 FTE), then it will be prorated according to the employee's FTE. Any employee below 0.5 FTE is not eligible for H&W benefits.
Effective December 1, 2021, the district will contribute up to the following maximum total amounts per full time employee and dependents toward the premiums of the insurance programs listed in sections B and C (medical, dental, and vision).
 - i. \$12,227 for those enrolled in single medical programs
 - ii. \$13,583 for those enrolled in two-party medical programs
 - iii. \$15,317 for those enrolled in family medical programs
- c. The parties agree that at no time shall the caps listed in i, ii and iii above, be less than the combined cost of the Kaiser single rate plus the cost of dental and vision plans. Employees enrolled in insurance programs for which the total premiums for medical, dental, and vision insurance exceed the amounts listed above will have the difference deducted proportionally from their paychecks depending on the employees pay calendar (11 months or 12 months)

B. Dental Insurance: Delta Dental

- a. Employees working 50% or more must subscribe to the dental insurance program, ~~Delta Dental group number 7038-0028~~. Eligible dependents must also be enrolled when employee first becomes eligible for insurance and will not be eligible for enrollment otherwise unless life events occur such as marriage, birth, adoption or loss of employment by spouse as recognized by the insurance plans.
- b. There will be no open enrollment period subsequent to initial employment unless as provided by the District Delta Dental plan.

C. Vision Insurance: VSP

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

D. Long-Term Disability Insurance

- a. All unit members shall be enrolled in American Fidelity's Long-Term Disability Insurance plan including the Paid Family Leave Limited Benefit Rider at the unit

member's expense.

- E. Part-time workers, working 50% or more are eligible to receive the health & welfare benefits but prorated based upon the number of hours worked..
- F. The District will provide a Section 125 plan. A Section 125 plan allows the employee to use pre-tax dollars to pay for medical, dental, child and parental care out of pocket expenses.

G. Domestic Partner Benefits

- a. The District will provide health benefits for qualified domestic partners of employees to the same extent, and subject to the same terms and conditions, as health benefits are available to dependents of employees under this Agreement. This coverage is conditioned upon the domestic partner meeting all the criteria of California family code section 297, and upon the employee presenting the District with proof that a valid declaration of domestic partnership has been filed according to the above Family code section or with any local agency registering domestic partnerships.

H. In Lieu Of Benefits

- a. Unit members who work full time (1.0 FTE) may elect cash in lieu of medical benefits once per year during the Open Enrollment Period. The Unit members electing compensation in lieu of medical benefits will receive \$2,625 per year, paid in 11 or 12 equal monthly installments, depending on how many paychecks they have elected to receive.
- b. Unit members previously electing in lieu benefits may surrender in lieu benefits and claim the standard medical benefits package during the Open Enrollment Period each year or following the loss of their existing medical coverage
- c. Unit members selecting compensation in lieu of medical benefits will provide the District with documentation or an affidavit showing they are fully insured for medical benefits.
- d. Unit members electing compensation in lieu of medical benefits must participate in the Dental Insurance Program for employees paid by the District as a benefit separate from any compensation in lieu of benefits. The District will also pay for eligible family members separate from any compensation in lieu of benefits.
- e. Unit members electing compensation in lieu of benefits may enroll in the District Vision Plan. The Vision Plan's premium will be deducted from the compensation in lieu of benefits.
- f. Spouses or domestic partners who are also full time District employees are not

eligible for in lieu of benefits.

- g. This in lieu provision shall be effective to the extent it comports with obligations and provisions of the CalPERS Employee Health Benefit Program.
- h. This in lieu of benefits option will cease If the District selects a new medical benefits carrier requiring universal participation, or if state or federal law requires universal participation of all full time District employees.

X. RETIREE BENEFITS

- A. To be eligible for District contribution towards health insurance, retired classified employees of the Menlo Park City School District must meet the following conditions:
 - a. Employees must be employed by the District before April 1, 2007
 - b. For employees retiring at age sixty (60) or older: Must have been employed by a school district for a period of ten (10) years immediately prior to retirement, the last five (5) of which must have been with this District.
 - c. For employees retiring at age sixty (60) or younger: Must have been employed by a school district for a period of ten (10) years immediately prior to retirement, the last five (5) of which must have been with this District, and must have accumulated one (1) additional year in this District for each year under sixty (60) at the time of retirement up to a total of ten (10) additional years.
- B. Leave of absence will not be construed as a break in service.
- C. The retired employee must be actually drawing retirement benefits from the Public Employees' Retirement System.
- D. Optical care, if offered for employees, is excluded from coverage for retirees over 65.
- E. Unit members employed by the District after April 1, 2007, will only be eligible to receive the retiree medical benefit described in section X A if they have been both employed by the District for twenty (20) years and retire through the Public Employee Retirement System on or after their 60th birthday.
- F. Employees retiring because of disability are eligible under this policy as long as they meet all other requirements as delineated above.
- G. Retiree Benefits
 - a. The District will pay the basic monthly minimum payment required by Government Code Section 22892 directly to CalPERS for each eligible retiree for medical insurance. In addition, the District will pay an amount sufficient to cover the employee-only medical premiums which, when added to the basic monthly minimum payment to PERS and to the Dental Premium, will not exceed three hundred forty one dollars (\$341) per month prorated for employees who worked less than eight hours per day at the time of retirement.
 - b. Retirees enrolled in the district's group plans will NOT be eligible at a later date to enroll in a Conversion Plan or an Individual Enrollment Plan. Should the district elect another health plan carrier, continuation of coverage for retirees would be the responsibility of the new carrier.
 - c. Because PERS requires that the CalPERS premiums be deducted from the retiree's PERS retirement check, the District will provide, twice annually (April & October), a non-taxable reimbursement up to the amount designated above.
 - d. Upon the retiree's election, the District will pay for retiree only dental benefits for a

period of five (5) years following retirement as part of the overall District contribution to retiree health benefits (see DI). After five (5) years the retiree may continue the dental coverage at their own expense with no district contributions to said dental premiums. The district may charge up to a five (5) percent fee on the dental premium to cover its administrative costs. The retiree must meet the District's dental health care plan provider requirements for continued coverage.

- e. For retirees who were hired before April 1, 2007, meet requirements IX A, and who retire after July 1, 2016, the benefits will adjust as follows:
 - i. The District will pay the basic monthly minimum payment required by Government Code Section 22892 directly to CalPERS for each eligible retiree for medical insurance. In addition, the District will pay an amount sufficient to cover the employee-only medical premiums which, when added to the basic monthly minimum payment to PERS, will not exceed three hundred twenty-five dollars (\$325) per month prorated for employees who worked less than eight hours per day at the time of retirement.
 - ii. The District will pay for retiree only dental benefits for a period of five (5) years following retirement. For employees that worked less than eight hours per day at the time of retirement the District contribution will be prorated. After five (5) years the retiree may continue the dental coverage at their own expense with no district contribution to said dental premiums. The district may charge up to a 5% fee on the dental premium to cover its administrative cost. Retiree must meet the District's dental health plan provider requirements for continued coverage.

H. Retiree Over 65 Years of Age with LifeTime Benefits

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

I. Retirement Incentive

- a. For employees employed before July 1, 2005, the District shall provide a retirement incentive of \$5,000.00 per employee payable upon retirement, prorated for less than full-time employment, which shall be defined as eight (8) hours per day for ten (10) months. In order to be eligible, the retiring employee must have ten (10) years of District service and must provide an irrevocable intent to retire at

least three (3) calendar months in advance of the retirement date. The above amount will be increased to \$7,000.00 for any unit member retiring with eighteen (18) or more years of District service.

XI. GRIEVANCE PROCEDURE

A. Definitions

- a. Grievance: Any dispute which involves the alleged violation, misinterpretation or misapplication of any provision of this Agreement and which adversely affects the grievant.
- b. Grievant: An employee(s) covered by this Agreement or CSEA when there is an alleged violation, misinterpretation or misapplication of the contract.
- c. Immediate Supervisor: Lawfully designated supervisory or management person having immediate jurisdiction over the grievant.
- d. Consultant: Any person selected by the employee or the District.
- e. Day: A regular workday for the District.

B. General Provisions

- a. All time limitations may be waived by mutual agreement.
- b. Either party may request a meeting between parties at Levels 1 and 2. (see XI D & XI E)
- c. A grievance must be filed within fifteen (15) days of the alleged violation(s) or within fifteen (15) days of the date the grievant might reasonably be expected to have known of the alleged violation(s).
- d. The grievant may file any evidence in the form of documentation, or statement of witnesses in support of the grievance.
- e. Grievances of a like or similar nature may be joined by mutual agreement of the District and CSEA.
- f. Neither the District nor CSEA may take punitive action against an employee for exercising his or her right to grieve.
- g. A grievant may drop a grievance without intervention by CSEA. Such an action shall not set a precedent.
- h. The District shall not agree to any resolution of a grievance until CSEA has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response. A response shall be received within fifteen (15) days.
- i. A reasonable amount of release time with pay shall be granted for the processing of grievances.
- j. Either party in a grievance is entitled to a consultant at any hearing at any step of the grievance proceedings.
- k. If the District at Level 1 or at Level 2 determines that the alleged violation does not fall within the definition of a grievance, that determination becomes a grievable decision which must be resolved prior to processing the original grievance.
- l. 12 Witnesses may be called by either party.

C. Informal Level

- a. No matter shall be considered a grievance until first taken up orally by the

employee with the immediate supervisor or other designated management representative, who shall attempt to settle the matter and shall render a decision within fifteen (15) days. If the alleged matter is not settled within fifteen (15) days, it shall be reduced to writing and processed directly as an official grievance.

D. Level 1 - Grievance Procedure

- a. The grievant, in writing, shall file with the immediate supervisor a statement which shall include the following:
 - i. The Article or Articles of this Agreement which were allegedly violated, misapplied or misinterpreted.
 - ii. The manner in which the grievant(s) was/were adversely affected.
 - iii. The specified District action(s) or inaction(s) which resulted in the alleged violation.
 - iv. The specified remedy sought by the grievant(s).
- b. The immediate supervisor shall respond within fifteen (15) days.
- c. The District shall transmit a copy of the supervisor's decision to CSEA.
- d. If the grievant has received no written response from the immediate supervisor within fifteen (15) days, or if the grievant is not satisfied with the response of the supervisor, the grievant may refer the grievance to Level 2 within fifteen (15) days. Referral must be made within fifteen (15) days.

E. Level 2

- a. The grievant, in writing, shall express to the Superintendent or designee a statement expressing dissatisfaction with a decision or lack thereof at level 1. Under the same cover, a copy of the original grievance and, if applicable, a copy of Level 1 response shall be transmitted.
- b. The Superintendent or designee shall respond within fifteen (15) days.
- c. If the grievant receives no response, or an unsatisfactory response, at level 2, the grievant may refer the grievance to Level 3.

F. Level 3

- a. In the event the grievant wishes the matter arbitrated, he/she may, within fifteen (15) days, request that the CSEA submit the grievance to arbitration. The CSEA, in written notice to the Superintendent within fifteen (15) days of receipt of the request for the grievant, may submit the grievance to arbitration. If not submitted, the decision at Level 2 shall be final.
- b. A list of five (5) suggested arbitrators shall be requested from the State of California Conciliation Service. If the parties are unable to agree upon an arbitrator, the parties shall each strike from the State of California Conciliation Service list alternately one (1) name after determining the first strike by lot and

the final name shall be that of the arbitrator.

- c. Any questions which arise as to the arbitrability of the grievance shall be ruled upon by the arbitrator prior to hearing the merits of the grievance.
- d. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusion on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement and the arbitrator shall interpret this Agreement in accordance with accepted arbitral standards of contract interpretation. The decision of the arbitrator shall be submitted to the District and the CSEA and shall be final and binding on both parties.
- e. All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses and the cost of any hearing room shall be borne equally by the parties. All other costs shall be borne by the party incurring them.
- f. If a party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If the parties mutually request a transcript, the total cost of the transcript shall be divided equally between the District and the CSEA.

XII. TRANSFERS AND ASSIGNMENTS

A. Transfers / Promotions

- a. The Superintendent or designee shall assign all employees and authorize transfers.
- b. A transfer is a change in an employee's job location within the same classification or a change in work location as a result of a promotion within the bargaining unit.
- c. All transfers shall be considered on the basis of the needs of the District which shall include, but not be limited to, the welfare of the pupils and the training and special skill of employees. All other conditions being equal in the judgment of the Superintendent, length of service with the District shall be determinative.
- d. When a new position is created or an existing position becomes vacant, the District shall give first consideration to current employees. All vacancies shall be posted by the District for not less than five (5) working days at all work locations prior to being filled. A copy of the notice of a vacancy shall be provided to the CSEA. Any employee may apply for a vacant position by filing a written notice with the District Office. The internal applicants will be reviewed, and the internal review process will be completed before the district interviews external candidates. If two or more qualified candidates apply, the district shall conduct internal interviews. If none of the internal candidates satisfy the requirements of the posting, the district may then interview external candidates.
- e. Employees desiring voluntary transfer shall make such requests to the Superintendent. The employee is entitled to a conference with the Superintendent, or designee regarding the request.
- f. In the event the request for voluntary transfer is denied, the employee shall upon request receive, in writing, the reason or reasons for denial.
- g. For permanent vacancies, employee-initiated transfers shall be granted or denied prior to initiating involuntary transfers.
- h. A permanent employee will serve a new probationary period of six (6) months in a position to which the employee has been promoted. This period may be extended to nine (9) months by the supervisor's written notice to the employee and the CSEA President prior to the end of the six (6) month period. If the employee does not successfully complete probation, the employee may return to the position held by the least senior person within the classification in which the employee had permanency before the promotion.
- i. Where the salary schedule allows, any employee who is promoted shall be paid at the lowest step of the new classification that guarantees at least a 5% increase to the employee's current salary and shall retain longevity status with the District.
- j. During summer months and winter recess, when school is not in regular session,

the District will distribute posting to employees who are not in service and who request such posting by June 1 of the previous year.

B. Involuntary Transfers

- a. The Superintendent or designee may involuntarily transfer an employee when in the Superintendent's judgment, the transfer is necessary for the efficient operation of the District.
- b. An employee shall be advised of any proposed involuntary transfer as soon as this information is known with a reasonable degree of certainty by the District, at least five working days prior to the implementation of said transfer. The employee shall be informed of any available options.
- c. If requested by the employee, a conference shall be held between the employee and the Superintendent or designee prior to the actual involuntary transfer.
- d. Upon request, the employee shall be given in writing the reasons for the transfer initiated by the District.

XIII. DISTRICT PERSONNEL FILES

- A. Materials in personnel files of employees which may serve as a basis for affecting the status of their employment, are to be made available for the inspection of the employee involved and the employee's representative.
- B. Every employee shall have the right to inspect such materials upon request, provided that the request is made at a time when the employee is not actually required to render services to the District.
- C. The material available for inspection shall not include ratings reports, or records which:
 - a. were obtained prior to the employment of the person involved
 - b. were prepared by identifiable examination committee members, or
 - c. were obtained in connection with a promotional examination.
- D. Information of a derogatory nature, except material mentioned in Section C shall not be placed in the employee's District personnel file until and unless:
 - a. the employee is provided a copy of the material;
 - b. the employee has fifteen (15) workdays from the receipt of the copy of the material to attach the employee's comments to the derogatory statement;
 - c. the employee is provided the opportunity to request a conference with the Superintendent to discuss the material and the conference, if requested, is held.
- E. The conference shall take place during normal business hours and the regular employee and the employee's representative (if requested) shall be released from duty for this purpose without salary reduction.

XIV. SALARY

A. Salary Schedules

- a. Salary schedules reflecting the salary or wage for each classification are attached as Appendix A to this contract. Effective July 1, 2021, the CSEA bargaining unit shall receive a five percent (5%) on schedule increase to the salary schedule for all active employees at the time of signing this TA. The 5% salary increase is retro-active July 1, 2021.
- b. If any other bargaining unit or employee group should receive an increase in total compensation greater than the CSEA bargaining unit, CSEA shall receive the greater amount.

B. Longevity

- a. Longevity will be listed as Steps 8 through 24 on the salary schedule and are defined as follows:
 - i. Beginning on the eighth (8th) year of employment with the District, and Association member will receive 2.5% of the base rate listed on Step F
 - ii. Beginning on the twelfth (12th) year of employment with the District, and Association member will receive an additional 2.5% of the base rate listed on Step 8
 - iii. Beginning on the sixteenth (16th) year of employment with the District, and Association member will receive an additional 2.5% of the base rate listed on Step 12
 - iv. Beginning on the twentieth (20th) year of employment with the District, and Association member will receive an additional 2.5% of the base rate listed on Step 16
 - v. Beginning on the twenty fourth (24th) year of employment with the District, and Association member will receive an additional 2.5% of the base rate listed on Step 20
- b. This compensation may be a separate item on their paycheck, but is part of their base salary.

C. Pay For Temporary Work In A Higher Classification

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

D. New Work

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

E. Pay Periods and Pay Checks

- a. All employees covered by this Agreement shall be paid once per month at the end of each month. Early release of paychecks normally occurs in December and June.
- b. All variable paychecks shall be accompanied by a statement of deductions.
- c. Subject to District and County Office regulations, unit members can elect to receive their pay on a eleven (11), or twelve (12) month payment plan. This election shall take place no later than August 1 for eleven (11) month employees and September 1 for ten (10) month employees.

F. Computation Of Wages For Pay Purposes

- a. Base salary will be based on the amount per hour, as per the salary schedule listed in Appendix A, times the number of hours a day worked times the number of days worked as specified in the 10, 11 or 12 month work calendars. Vacation, as per Article VI, and leaves, as per Article VIII, will be considered as days worked.

XV. SAFETY AND WORKING CONDITIONS

- A. The District shall furnish tools and equipment and a place of employment which are safe and healthful for the workers, and shall conform to and comply with all health, safety and sanitation requirements imposed by State or Federal law or regulations adopted under State or Federal law.
- B. Safety Committee
 - a. A Safety Committee shall be established and maintained and shall consist of two (2) members selected by the CSEA and two (2) members selected by the District.
 - b. Upon request (which may be made anonymously) or on its own initiative, the Committee shall review health, safety, sanitation and working conditions, and shall make recommendations to the District to assure compliance with this Article.
 - c. Upon approval by the Superintendent or designee, committee members shall be allowed up to three (3) days each per year of paid release time plus expenses, limited to actual registration, travel, meals, lodging and materials for the purpose of attending seminars, conferences, workshops or institutes on occupational safety.
- C. Physical Examinations and Tests
 - a. The District agrees to provide, and pay for, any District or State required medical examinations or medical tests such as a TB test required as a condition of employment or continued employment.
- D. Mileage Allowance
 - a. Employees who use their own transportation in the performance of their duties and employees who are assigned to more than one work site per day shall be reimbursed for all required travel at the approved I.R.S. rate for work related mileage, for all driving done between the arrival at the first location at the beginning of the work day and the last location of the work day.
 - b. If an I.R.S. ruling raises the approved rate to a rate higher than the rate specified in this section, regular employees will be reimbursed at the higher rate.
- E. Security Cameras
 - a. The primary intent of security cameras is for safety purposes and to deter criminal activity. The District will not use video recordings to determine work performance unless said work performance impacts the safety of staff, students or visitors.
 - b. When the District has installed security cameras, signs will be posted to notify students, employees, and visitors that recordings may occur at the District.

- c. No security cameras will be installed where there is a reasonable expectation of privacy, in accordance with applicable law, such as bathrooms and locker rooms.
- d. Security camera video recordings shall not be stored for more than 60 days. If recordings are being used in disciplinary proceedings, CSEA shall be notified in advance and shall have the right to review the recordings. Recordings may then be stored longer than the 60-day limit but not longer than the proceedings, unless required per evidentiary guidelines.
- e. District security cameras shall record only video images. No audio recordings shall be made.

XVI. MANAGEMENT RIGHTS AND DISTRICT POWERS

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

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

XVII. ASSOCIATION RIGHTS

A. Association Leave

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

B. CSEA shall be entitled to the use of District email, pony, bulletin boards, and facilities when not in use by District.

XVIII. EMPLOYEE EVALUATIONS

A. Frequency of Evaluation

- a. Entry probationary employees shall be evaluated at least twice during the six (6) month probationary period.
- b. A promotional probationary employee shall be evaluated at least once during the six (6) month promotional probationary period.
- c. Permanent 10 month employees shall be evaluated annually by their immediate supervisor by their last day of work for the school year. Permanent 11 and 12 month employees shall be evaluated by June 30. At the District's discretion, a permanent employee who received evaluations for two consecutive years indicating that the employee consistently meets or exceeds District job performance standards may thereafter be evaluated once every two years.

B. Persons Responsible for Evaluations

- a. Each immediate supervisor under whom the employee has served for sixty (60) working days or more during any evaluation period shall provide a performance evaluation, even though the employee may have left the supervisor's area of responsibility.
- b. If an employee works a split assignment at two schools, the principal at each school shall independently evaluate the employee.
- c. The immediate supervisor should base his/her rating on direct observations, evaluation of work product and/or clearly observed behaviors.

C. Evaluation Procedure

- a. By November 1 of each school year, the supervisor and employee shall meet and set goals for the employee's performance for the year. These goals shall be recorded on the form in Appendix B. At that meeting, the employee may also fill out a form requesting professional development related to the employee's job function. This form is also located in Appendix B.
- b. Prior to the goal setting meeting with the evaluator the employee shall complete the goal section only of "The Performance Self Assessment Form." The employee shall bring the completed form to the goal setting meeting where the goals will be discussed and agreed to by the employee and their evaluator. Before the final evaluation in June, the employee shall fill out the self assessment portion of "The Performance Self-Assessment Form" and bring it with them to the final evaluation meeting with the evaluator. The evaluator shall use the job class designated performance evaluation forms attached as Appendix B.
- c. The evaluator shall provide an employee with specific, written suggestions for improvement for any "needs improvement" or "unsatisfactory" rating given to the employee.

- d. For a rating of "needs improvement" or "unsatisfactory" on "Overall Rating" an improvement plan will be attached to the evaluation. The improvement plan shall clearly identify the problem(s), specific improvement strategies that are measurable and timeline for improvement. The employee shall be re-evaluated on the "needs improvement" or "unsatisfactory" items in 85 working days to correct the deficiencies in performance. At the end of 85 working days if an employee continues to be "needs improvement" or "unsatisfactory" in performance, the district will pursue its rights under Article XIX Employee Discipline. If an employee who was previously rated as overall "unsatisfactory" has improved to the overall "needs improvement" rating, such employee shall have an additional 45 working days to improve before the district may pursue its rights under Article XIX Employee Discipline.
- e. The immediate supervisor shall present the performance evaluation report to the employee and discuss it with the employee. If the immediate supervisor is unavailable or if the employee is no longer being supervised by the person preparing the evaluation, the Superintendent shall designate an administrator or supervisor to review and discuss the evaluation with the employee.
- f. The evaluator and the employee shall sign the evaluation form, and the employee shall be given a signed copy. The employee's signature indicates only that the employee received the evaluation and does not indicate that the employee agrees with the evaluation.

D. Personnel File

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

E. Grievance Procedures

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

XIX. EMPLOYEE DISCIPLINE

A. Definitions

- a. Counseling: An informal conversation between the supervisor and employee to advise the employee about performance expectations.
- b. Verbal Warning: A formal conversation between the supervisor and employee wherein the supervisor specifically identifies the conversation as a verbal warning and warns the employee that specific acts or omissions, if not corrected may lead to further disciplinary action.
- c. Written Warning: An official written document served to the employee by the supervisor warning the employee that specific acts or omissions, if not corrected may lead to further disciplinary action. The written warning shall be served during a meeting between the supervisor and employee.
- d. Written Reprimand with a copy to the Personnel File: An official written document served to the employee by the supervisor reprimanding the employee for continuing specific acts or omissions which if not corrected may lead to further disciplinary action. A copy of this reprimand shall be placed in the employee's personnel file. The employee shall have 10 working days to attach a response. The written reprimand shall be served during a meeting between the supervisor and employee.

B. Probationary Employees

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

C. Permanent Employees

- a. Permanent employees shall be subject to personnel action (suspension without pay, demotion, reduction of pay step in class, dismissal) only for cause.

D. Progressive Steps

- a. 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 shall under normal circumstances include Counseling, Verbal Warnings, Written Warnings, and Written Reprimands before the initiation of personnel action against the employee. Each informal step shall detail specific acts or omissions and specific actions, clear attainable goals and timelines, if applicable, required of the employee to correct the concern.

E. Causes

- a. 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:

- i. 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.
- ii. Unsatisfactory or unacceptable performance. The inability or the failure to perform at an acceptable performance level such as incompetency or inefficiency.
- iii. Neglect of duty
- iv. Insubordination
- v. Dishonesty
- vi. Drinking alcoholic beverages while on duty or in such close proximity to duty time as to cause any detrimental effect upon the employee, on students, or on members of the public.
- vii. Possessing or being under the influence of a controlled substance in violation of the
- viii. Education Code or furnishing a controlled substance to a minor.
- ix. Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of the employee's position. A plea or verdict of guilty or a conviction following a plea of nolo contendere, is deemed to be a conviction for this purpose.
- x. Absence without proper notification.
- xi. Discourteous treatment of the public, students, or other employees while in the course and scope of employment.
- xii. Willful misuse, negligent use, and/or misappropriation of District property, including taking District property.
- xiii. Violation of District, Board, or departmental rule, policy or procedure.
- xiv. 18 Abuse of sick leave or any other leave.
- xv. 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.

F. Initiation and Notification of Charges

- a. The Superintendent or designee may initiate a personnel action against a permanent classified employee.
- b. 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:

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

G. Employment Status Pending Appeal or Waiver

- a. 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. In circumstances where the District believes that the unit member's presence in the workplace may constitute a hazardous situation, the unit member may be immediately placed on administrative leave with pay while an internal investigation is conducted.

H. Pre Disciplinary Hearing (Skelly)

- a. Upon receipt of the written notice provided under subsection F and prior to the imposition of discipline, the bargaining unit member shall have five working days to request an opportunity to meet with the Superintendent or designee who shall be impartial and have had no involvement in investigating the acts or omissions giving rise to the personnel action. The unit member has the right to representation by the Union at such hearing. The unit member may waive in writing the pre-disciplinary hearing within three days of the hearing date. If the unit member waives the hearing or if the unit member is dissatisfied with the results of this hearing the unit member may appeal the matter.
- b. The unit member and the Union will be notified in writing of the results of any such hearing within ten working days.
- c. 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 Skelly hearing. 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.

I. Right to Appeal

- a. Within five (5) working days after receiving the recommendation of personnel

action, or if the unit member has requested a Skelly hearing, within five (5) working days after receiving the results of the Skelly hearing, the employee may appeal in writing to the office of the Superintendent or designee during normal work hours.

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

J. Amended/Supplemental Changes

- a. 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 and request a new Skelly hearing.

K. Hearing Procedures

- a. 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) 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.
- b. 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. Arbitration will follow the provisions of section K below.
- c. 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.
- d. 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.

L. Hearing Decision

- a. 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.

M. Hearing Before a Hearing Officer

- a. At the option of the employee, in lieu of a hearing before the board of trustees, pending approval from CSEA, the employee may be heard before a hearing officer.
- b. A list of five (5) suggested hearing officers shall be requested from the State of California Conciliation Service. If the parties are unable to agree upon a hearing officer, the parties shall each strike from the State of California Conciliation Service list alternately one (1) name after determining the first strike by lot, and the final name shall be that of the hearing officer.
- c. The hearing officer's decision shall be in writing and shall set forth the hearing officer's decision to affirm, modify or revoke the recommended personnel action but not change the nature of the personnel action. The decision of the hearing officer shall be submitted to the District and the CSEA and shall be final and binding on both parties.
- d. All costs for the services of the hearing officer, including but not limited to per diem expenses, travel and subsistence expenses, and the cost of any hearing room, shall be borne equally by the parties. All other costs shall be borne by the party incurring them unless the matter was referred by the board of trustees and not requested by the employee, in which case, the District shall bear the full cost of the hearing officer.
- e. If a party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If the parties mutually request a transcript, the total cost of the transcript shall be divided equally between the District and the CSEA.

XX. PROFESSIONAL DEVELOPMENT

- A. The District is responsible to provide all unit members an equivalent of two days of ~~staff~~ professional development (PD) for training that is relevant to the unit members job duties and classification.
- B. In addition to the provision in Section A above, the District shall allocate at least \$15,000 (fifteen thousand) annually for the professional development of classified bargaining unit members. An individual unit member may access this fund to participate in PD opportunities that are eligible under the terms determined by a Professional Development Committee as outlined in Section C below.
- C. The District and CSEA agree to the formation of a Professional Development Committee to meet at least annually at the start of the school year, beginning in the 2022-2023 year. The Committee shall be composed of two (2) representatives appointed by CSEA leadership and two (2) representatives appointed by the District and shall be facilitated by the Director of Human Resources. The Committee will be responsible for managing a fund for professional development with the following goals:
 - i. Publish a list of available, relevant professional development opportunities for all members by classification.
 - ii. Determine the process whereby members can apply for relevant professional development. The process shall provide fair and equitable access to unit members.
 - iii. Review and approve PD requests throughout the year as needed.
 - iv. Work with the various departments to get communication out to members about professional development opportunities.
 - v. Collect data and feedback about participation in this process, and to publish a report at the end of the school year.
- D. This article shall be opened as part of the 2023-2024 negotiations.

XXI. SAVINGS CLAUSE

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

XXII. SENIORITY

- A. Seniority shall be determined by date of hire.
- B. The District shall publish a seniority list on the District website on a quarterly basis.

XXIII. GENERAL PROVISIONS

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

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

XXIV. RECLASSIFICATION

A. Definitions

- a. Reclassification shall mean the redefinition of a position and/or classification to account for changes in the job. These changes may include technological changes, changes in duties or work that alter the nature of the job and require greater skill effort and ability.
- b. Changing conditions may warrant reclassification of position(s) and/or classification. This section is intended to provide an orderly process for affecting justifiable reclassifications.

B. Procedures

- a. No reclassification using this procedure may take place prior to November 1. However by mutual agreement of CSEA and District, classifications may be reviewed if job duties and responsibilities are significantly changed.
- b. Either party to this Agreement may propose a reclassification for any position.
- c. When a class or position is reclassified, no incumbent serving the affected classification will be reduced in salary.
- d. When a position (or positions) is reclassified, incumbent(s) in the position(s) shall be reallocated to the higher class.

C. Criteria for Reclassification

- a. Based on a significant change in duties, reclassification of an individual position, or group within a current classification to: A higher existing classification, or a new classification.
- b. Based on a significant change in duties, a reclassification of an entire classification: A higher existing classification, or a new classification.
- c. Based on the normal evolution of job duties, an updating of the job description(s), and/or job title(s).
- d. Designation of job families and the realignment of the classifications within the job families.
- e. Definition of the process for range changes in a salary based upon: Realignment within the job family, or wage comparability study, or reclassification of an individual position, a group within a classification, or an entire classification to a new classification, or reclassification of an individual position, a group within a classification, or an entire classification to a higher existing classification.

D. Process

- a. Except by mutual agreement by the District and CSEA, requests for permanent reclassification shall be made one time per year. All requests shall be submitted to the Director of Human Resources by November 1.
 - i. Level I: Unit members shall submit reclassification requests on forms obtained from the Human Resource Office. The unit member shall describe the tasks which significantly differ from the present job description and submit his/her request to his/her supervisor by October 20 who shall review the request and add input regarding job responsibilities. The supervisor shall submit the reclassification to the Director of Human Resources by November 1 and provide the unit member a copy of the signed request form.
 - ii. Level II: Within thirty days after the November 1 deadline, the joint Reclassification Committee consisting of two District representatives, and two CSEA representatives appointed by CSEA, plus the Human Resource Officer who will vote only in case of a tie, shall meet to review requests. The CSEA Labor Relations Representative will be a nonvoting member of the Committee. Each unit member that has applied for a reclassification shall be provided with an opportunity to orally present their request to the committee, prior to the committee's consideration of the unit member's request. By January 15 of each year, the Human Resource Officer shall inform the unit member in writing of the decision of the Committee and their appeal rights, with a copy to the Chapter President and Labor Relations Representative. If the request is disapproved, the unit member may appeal in writing. The appeal must be submitted to the Human Resource Officer by the last working day of January. Upon request and at the discretion of the committee, the rehearing may occur in person and will take place prior to the last working day in February.
 - iii. Level III: The report of the Committee shall be submitted in writing to the Superintendent for his/her consideration.
 - iv. Should the Superintendent's recommendation be to create a new classification because no existing classification contains the duties/qualifications of a current classification and/or if the Superintendent's recommendation impacts any mandatory subjects of bargaining not already covered by this Agreement including title changes, job description changes, reassignment of employees to new classifications or existing classifications, assignment of new duties to existing classifications, transfer or duties between classifications, grouping of employees into job families, and/or assignment of salary ranges to new, existing, or reclassified positions, the Human Resource Officer shall notify the CSEA President so that the parties may exercise the right to negotiate.
 - v. The decision impact of the new classification and all mandatory subjects of bargaining shall be completed by the end of March.
 - vi. The Superintendent shall make his/her recommendations to the Governing Board at its first (1st) regular meeting in April. Approved

reclassification requests shall be retroactive to November 1.

- vii. Should the District act on a recommendation by eliminating additional duties, the matter shall be processed as working out of class pursuant to Article XIV. Up to one year previous to the date of filing or to the date the employee can furnish proof that the employee first began and continued to perform duties out of classification whichever is earlier, shall count as the authorization date for out of class pay.

XXV. LAYOFFS, REDUCTIONS, AND REEMPLOYMENT RIGHTS

A. Reason for Layoff

Layoff shall occur only for lack of work or lack of funds as authorized by Education Code Section 45117. Reductions in working hours/days/months in lieu of layoff and reductions in class or pay grade in lieu of layoff are mandatory subjects of bargaining.

B. Notice of Layoff

The District shall notify all employees subject to layoff and CSEA of the layoff in writing no later than March 15. Such notice shall inform employees of their bumping rights, if any, reemployment rights, and their right to request a hearing pursuant to Education Code Section 45117. The District shall additionally notify CSEA in writing of the proposed layoff(s) not less than 15 days prior to the notice going to employees. The District and CSEA will utilize this period to review seniority lists and work through bumping progressions in accordance with Section E (Bumping Rights) below with the intent to give formal layoff notice to only those employees at the bottom of a bumping chain within a classification.

- a. **Specially Funded Positions:** Notwithstanding the requirements of described above, when classified positions must be eliminated as a result of the expiration of a specially funded program, the employees to be laid off shall be given written notice in accordance with Education Code Section 45117(g) not less than 60 days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights.
 - i. Upon written request by CSEA with at least 30 days notice to the District, the District shall provide CSEA with a list of any classified bargaining unit positions that are specially funded and, as such, would not receive a March 15th layoff notice if they are eliminated in accordance with Education Code Section 45117.
 - ii. Additionally, within thirty days, the District shall provide CSEA with notice of any change in funding source of classified positions and/or the hiring of a new classified employee whose position is in a specially funded program.

C. Order of Layoff

- a. A layoff shall occur within a class of positions. The order of layoff within a class shall be determined by Seniority as defined in Article XXI.
- b. The employee who has been employed the shortest amount of time within the class, and who does not have plus time in higher classes, shall be laid off first. Years of service in higher classes shall be added to the years of service in the lower class for purposes of this clause.
 - i. For purposes of this section, higher class means a class with the same or a higher salary range placement.
- c. Seniority earned in a class prior to a reclassification or upgrade is not lost. Even if the class has been split into two or more classes, and even if the class title has been changed and/or the salary range placement amended, all seniority accrued in the former class shall count in all of the resulting classes and shall be so recorded on the seniority list.
 - i. The only exception to this rule is if the employee no longer possesses the basic qualifications for the reclassified class(es), in which case prior seniority is lost for that class or classes.

D. Vacant Position

Any vacant authorized position in a class shall be deemed to be the most junior employee in the class and shall be bumped into without advertising the vacancy. However, an employee may not bump into a vacant position in the original class with a greater number of non-overtime hours, or into a vacant position in a lower class (assuming prior service therein) with a greater number of hours if it would result in an increase in wages taking into account the lower rate of pay.

E. Bumping Rights

- a. An employee to be laid off from their position may elect to bump the least senior employee in the class who works the same number of non-overtime daily and annual hours.
- b. If there is no such employee in the class junior to the laid off employee, the employee to be laid off may bump the least senior employee in the class working fewer, but most nearly equal to the laid off employee's daily and annual hours.
- c. If there is no such person in the class junior to the laid off employee, the employee may bump into any lower class in which the employee has accrued seniority through prior regular service.
- d. Bumping rights in other classes shall follow the pattern described above.
- e. The employee shall have the right to continue bumping into other classes where they have accrued seniority in order to avoid separation from employment, until all options described above are exhausted.
- f. Employees who are bumped from their positions by more senior employees are free to exercise their bumping rights in order of seniority.
- g. A laid off employee may not bump more than one other employee, or otherwise combine positions during the bumping process. However, if an employee is laid off or bumped from one or more than one position, bumping rights may be exercised for each position.

- h. Employees who exercise their bumping rights retain full reemployment rights to the class and daily/annual hours held at the time of layoff.
- i. Employees who decline to exercise bumping rights likewise retain their full reemployment rights.

F. Layoff, Planning and Meetings

- a. Prior to the issuance of layoff notices, the District shall set up a Layoff Planning Meeting with CSEA leadership for the purpose of discussing and planning the layoff process. The District and CSEA will utilize this period to review seniority lists and work through bumping progressions in accordance with **Section E (Bumping Rights)** above with the intent to give formal layoff notice to only those employees at the bottom of a bumping chain within a classification.
- b. Following the issuance of the layoff notices as per section B (Notice of Layoffs) above, an Effects of Layoff meeting shall be held at which all persons likely to be impacted by the layoffs, or by the bumping actions of other employees, are directed to attend.
- c. At this meeting the District and CSEA shall explain seniority rights and the layoff and bumping process to the employees.
- d. By the end of this meeting, employees who are to be laid off shall submit in writing their intention to exercise or decline to exercise their bumping rights.
- e. By the end of this meeting, employees bumped from their positions by more senior employees shall likewise submit in writing their intention to exercise or decline to exercise their bumping rights ~~at this time~~. This process shall be carried out until all decisions are made. From these decisions derive the future placement of employees, and a list of employees to receive final layoff notices which shall include all employees who have exercised bumping rights into other positions. The employee's written decision whether or not to exercise bumping rights shall be irrevocable.
- f. A reemployment list shall also be prepared in a timely manner following this meeting which indicates each laid off employee's full employment status by class placement and daily/annual hours.

G. Salary When Bumping

An employee who bumps into a lower class retains the salary step placement and longevity benefits the employee enjoyed in the higher class.

H. Equal Seniority

If two or more employees subject to layoff possess equal class seniority, precedence shall be determined by the earliest first day of paid service as a regular classified employee with the

District. If seniority is still equal, precedence shall be determined by lot.

I. Reemployment Rights

Laid off employees are eligible for reemployment in the class and to the hours from which they were laid off for a period of thirty-nine months and shall be reemployed in the reverse order of layoff. Their reemployment shall take precedence over any other regular classified employment, except for lateral transfer applicants.

Acceptance, or refusal to accept, a reemployment offer to a position with lower class status or shorter hours than that from which laid off, shall not diminish an employee's reemployment rights. If an employee declines an offer of reemployment to a position equal or greater in class and hours than that from which originally laid off, the employee shall be permanently dropped from any reemployment list. Laid off employees shall have the right to apply for other positions within the District as if they were in active status.

Employees who take voluntary demotions or voluntary reductions in regular, non-overtime hours of employment in lieu of layoff shall, at the employees' option, be returned to positions in their former classes and to positions with increased hours as positions become available, and with no time limit, except that they shall be ranked on a reemployment list in accordance with their seniority.

Employees who resign from the District shall not be entitled to reemployment rights.

XXVI. DURATION OF AGREEMENT

A The term of this Agreement shall be from July 1, 2020, through June 30, 2023.

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

Signed by:

For CSEA:

Jarrod Coombes

Cathy Garagozzo

Nancy McMahon

Vivian Pogorelskin

Gwen Solomon

For District:

Jane Yuster

Audra Romero

Stephanie Sheridan

Stacey Jones

David Wood

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:
- a. 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
 - b. 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.
 - c. 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••
 - d. 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%.

VII. July 1, 2009

- 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%.

VIII. July 1, 2010

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

IX. July 1, 2012

- 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.

X. July 1, 2013

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

XI. July 1, 2014

- 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.

XII. July 1, 2015

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

XIII. July 1, 2016

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

XIV. July 1, 2017

- 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.

XVI. July 1, 2019

- A. Effective July 1, 2019, the 2018-19 salary shall be increased by 5.0%. The revised salary schedules shall be attached to this Agreement. Unit members in active paid status at the time of execution of this agreement shall receive retroactive payment to July 1, 2019 and payments according to the 2019-20 salary schedule.

XVII. July 1, 2020

- A. Salary schedules reflecting the salary or wage for each classification are attached as Appendix A to this contract. Effective July 1, 2020, the CSEA bargaining unit shall receive a one percent (1%) on schedule increase to the salary schedule. For the 2020-2021 school year, should
 - a. the San Mateo County Assessor's Roll Tracker Property tax increase assessment for 2020-2021 be 6.1% or greater,

- b. the Menlo Park-Atherton Education Foundation (MPAEF) contribution be at least \$3.2 million, and
- c. the District's total student enrollment remain at 3000 or lower, then the CSEA bargaining unit shall additionally receive a 1% on-schedule increase to the salary schedule retroactive to July 1, 2020. If these revenue and enrollment criteria are not met, then the CSEA bargaining unit shall receive a 1% off schedule increase. (See Table Below)

Base	Scenario A (6.1% property tax, \$3.2 million from the MPAEF and enrollment less than 3000)	Scenario B (6.1% property tax, \$3.2 million from the MPAEF and enrollment less than 3000 not achieved)
CSEA members receive 1% on schedule retro July 1, 2020 to be paid ASAP	CSEA members receive 1% on schedule retro July 1, 2020 to be paid ASAP	CSEA members receive 1% on schedule retro July 1, 2020 to be paid ASAP
CSEA members receive 4.5 % adjustment to H&W caps starting January 2021	CSEA members receive 4.5 % adjustment to H&W caps starting January 2021	CSEA members receive 4.5 % adjustment to H&W caps starting January 2021
	CSEA members receive an additional 1% on schedule retro July 1, 2020 to be paid in June 2021.	CSEA members receive an additional 1% off schedule retro July 1, 2020 to be paid in June 2021.
Total	2% on schedule and 4.5% benefits	1% on schedule, 1% off schedule and 4.5% benefits

If any other bargaining unit or employee group should receive an increase in total compensation greater than the CSEA bargaining unit, CSEA shall receive the greater amount.

XVII. July 2021

A.

MENDOTA PARK CITY SCHOOL DISTRICT												
CLASSIFIED PERSONNEL SCHEDULE SALARY RANGES 2019-20												
Range No.		Annual Steps						Longevity Steps				
		1	2	3	4	5	6	7	8	9	10	11
1		18.80	19.76	20.73	21.70	22.67	23.64	24.61	25.58	26.55	27.52	28.49
2		19.27	20.23	21.20	22.17	23.14	24.11	25.08	26.05	27.02	27.99	28.96
3		19.75	20.71	21.67	22.64	23.61	24.58	25.55	26.52	27.49	28.46	29.43
4	Teacher Workroom Aide	20.24	21.20	22.17	23.14	24.11	25.08	26.05	27.02	27.99	28.96	29.93
5		20.71	21.67	22.64	23.61	24.58	25.55	26.52	27.49	28.46	29.43	30.40
6	Bus Aide	21.17	22.14	23.11	24.08	25.05	26.02	26.99	27.96	28.93	29.90	30.87
7	Registered Support	21.64	22.61	23.58	24.55	25.52	26.49	27.46	28.43	29.40	30.37	31.34
8	Paraprofessional Special Ed	22.11	23.08	24.05	25.02	25.99	26.96	27.93	28.90	29.87	30.84	31.81
9	Bus Aide Bilingual											
10	Science Lab Assist	22.58	23.55	24.52	25.49	26.46	27.43	28.40	29.37	30.34	31.31	32.28
10.5		23.05	24.02	24.99	25.96	26.93	27.90	28.87	29.84	30.81	31.78	32.75
11	Library Aide	23.52	24.49	25.46	26.43	27.40	28.37	29.34	30.31	31.28	32.25	33.22
11.5	Classroom II	23.99	24.96	25.93	26.90	27.87	28.84	29.81	30.78	31.75	32.72	33.69
12	Night Custodian	24.46	25.43	26.40	27.37	28.34	29.31	30.28	31.25	32.22	33.19	34.16
12.5	Night Shift Differential	1.19	1.23	1.27	1.31	1.35	1.39	1.43	1.47	1.51	1.55	1.59
13		24.93	25.90	26.87	27.84	28.81	29.78	30.75	31.72	32.69	33.66	34.63
14		25.40	26.37	27.34	28.31	29.28	30.25	31.22	32.19	33.16	34.13	35.10
15		25.87	26.84	27.81	28.78	29.75	30.72	31.69	32.66	33.63	34.60	35.57
16		26.34	27.31	28.28	29.25	30.22	31.19	32.16	33.13	34.10	35.07	36.04
17		26.81	27.78	28.75	29.72	30.69	31.66	32.63	33.60	34.57	35.54	36.51
18	Day Custodian	27.28	28.25	29.22	30.19	31.16	32.13	33.10	34.07	35.04	36.01	36.98
19	LYN											
20	Gardener	27.75	28.72	29.69	30.66	31.63	32.60	33.57	34.54	35.51	36.48	37.45
21	Classroom Maintenance	28.22	29.19	30.16	31.13	32.10	33.07	34.04	35.01	35.98	36.95	37.92
22	School Administrative Assistant											
23	Science Aide	28.69	29.66	30.63	31.60	32.57	33.54	34.51	35.48	36.45	37.42	38.39
24	Bus Driver	29.16	30.13	31.10	32.07	33.04	34.01	34.98	35.95	36.92	37.89	38.86
25	Family Engagement Liaison	29.63	30.60	31.57	32.54	33.51	34.48	35.45	36.42	37.39	38.36	39.33
26	Office Manager	30.10	31.07	32.04	33.01	33.98	34.95	35.92	36.89	37.86	38.83	39.80
27	Acct. Pkt. Acc. Tech	30.57	31.54	32.51	33.48	34.45	35.42	36.39	37.36	38.33	39.30	40.27
28	Health Services Assistant											
29	DO Administrative Assistant	31.04	32.01	32.98	33.95	34.92	35.89	36.86	37.83	38.80	39.77	40.74
30	Most. Mech. Acc. Tech II	31.51	32.48	33.45	34.42	35.39	36.36	37.33	38.30	39.27	40.24	41.21
31	Payroll and Benefits	31.98	32.95	33.92	34.89	35.86	36.83	37.80	38.77	39.74	40.71	41.68
32		32.45	33.42	34.39	35.36	36.33	37.30	38.27	39.24	40.21	41.18	42.15
33		32.92	33.89	34.86	35.83	36.80	37.77	38.74	39.71	40.68	41.65	42.62
34		33.39	34.36	35.33	36.30	37.27	38.24	39.21	40.18	41.15	42.12	43.09
35		33.86	34.83	35.80	36.77	37.74	38.71	39.68	40.65	41.62	42.59	43.56
36	Accountant	34.33	35.30	36.27	37.24	38.21	39.18	40.15	41.12	42.09	43.06	44.03
37	IT Support Tech I											
38		34.80	35.77	36.74	37.71	38.68	39.65	40.62	41.59	42.56	43.53	44.50
39	Student Services System Support Coordinator	35.27	36.24	37.21	38.18	39.15	40.12	41.09	42.06	43.03	44.00	44.97
40	IT Support Tech II	35.74	36.71	37.68	38.65	39.62	40.59	41.56	42.53	43.50	44.47	45.44
* Employees employed in higher classification in District paid at rate of higher classification												
** Night Shift Differential Compensation Effective July 2023												
School Secretary and DO Secretary's title changed to School Administrative Assistant and DO Administrative Assistant												
DO Administrative Assistant pay rate change from Range 18 to 19												
School Administrative Assistant pay rate change from Range 13 to 14												
Note: Longevity Steps are achieved only after time in MPCSD												

APPENDIX B



**MENLO PARK CITY SCHOOL DISTRICT
PERFORMANCE EVALUATION FOR CLASSIFIED PERSONNEL
CUSTODIAL SERVICES**

Name of Employee: _____ Regular _____ Probationary ____
 Classification: _____ Rating period from _____
 School/Department: _____

U N S
 n e e d s
 o s a t i s f a c t o r y
 t a i m p r o v e m e n t
 O b s e r v e d r y
 O t s t a n d i n g

COMMENTS (Encouraged for all evaluations; required for Ratings of Unsatisfactory and Needs Improvement)

						WORK HABITS • Observes work hours • Prompt/consistent in attendance • Complies with rules and regulations • Meets deadlines • Keeps work station organized • Effectively operates and cares for equipment and school property • Adheres to safety practices	
						WORK PERFORMANCE • Possesses appropriate job skill level • Makes appropriate work judgments • Plans and organizes effectively • Keeps job skills up to date • Accurate in work • Effectively communicates with others • Completes appropriate volume of work • Provides for overall cleanliness/neatness of job and work area • Follows regular cleaning procedures • Maintains appropriate restroom housekeeping • Has knowledge of and uses cleaning products effectively	

					<ul style="list-style-type: none"> • Maintains and properly uses equipment • Works without close supervision 	
					ADAPTABILITY AND INITIATIVE <ul style="list-style-type: none"> • Accepts responsibility • Adapts to change/is flexible • Accepts direction and suggestions • Works well under pressure • Shows initiative • Is dependable • Work coordination 	
					RELATIONSHIP WITH PEOPLE <ul style="list-style-type: none"> • Uses discretion in discussing school or personnel matters • Displays tact and courtesy • Has a positive attitude • Interacts positively with students • Interacts positively and communicates effectively/professionally with staff, administrators, parents and public • Maintains ongoing communication with supervisor 	

(over)

OVERALL PERFORMANCE RATING (circle one only)			
Unsatisfactory	Needs Improvement	Satisfactory	Outstanding
<i>Any less than satisfactory rating the supervisor shall develop a plan defining methods of improvement.</i>			
COMMENTS:			

EVALUATOR'S SIGNATURE, TITLE DATE EMPLOYEE'S SIGNATURE DATE

EMPLOYEE: This signature indicates that the employee has seen and discussed the evaluation report. It does not necessarily indicate agreement. The employee may attach a written response within 15 days of receiving evaluation.



**MENLO PARK CITY SCHOOL DISTRICT
PERFORMANCE EVALUATION FOR CLASSIFIED PERSONNEL
INSTRUCTIONAL AIDES**

Name of Employee: _____ Regular _____ Probationary _____
 Classification: _____ Rating period from _____
 School/Department: _____

Not Observed
 Unsatisfactory
 Needs Improvement
 Satisfactory
 Outstanding

COMMENTS (Encouraged for all evaluations; required for Ratings of Unsatisfactory and Needs Improvement)

Not Observed	Unsatisfactory	Needs Improvement	Satisfactory	Outstanding		
					WORK HABITS • Observes work hours • Prompt/consistent in attendance • Complies with rules and regulations • Meets deadlines • Keeps work station organized • Effectively operates and cares for equipment and school property • Adheres to safety practices	
					WORK PERFORMANCE • Possesses appropriate job skill level • Makes appropriate work judgments • Plans and organizes effectively • Keeps job skills up to date • Accurate in work • Completes appropriate volume of work • Knowledge of basic subjects taught • Completes clerical duties • Provides for individual differences among pupils • Works without close supervision	
					ADAPTABILITY AND INITIATIVE • Accepts responsibility • Adapts to change/is flexible • Accepts direction and suggestions • Works well under pressure • Shows initiative • Is dependable • Work coordination	
					RELATIONSHIP WITH PEOPLE • Uses discretion in discussing school or personnel matters • Displays tact and courtesy • Has a positive attitude • Interacts positively with students and/or parents/public • Interacts positively and communicates effectively/professionally with staff and administrators • Maintains professional confidences • Maintains ongoing communication with supervisor	

OVERALL PERFORMANCE RATING (mark one only)

Unsatisfactory

Needs Improvement

Satisfactory

Outstanding

Any less than satisfactory rating the supervisor shall develop a plan defining methods of improvement.

COMMENTS:

EVALUATOR'S SIGNATURE, TITLE

DATE

EMPLOYEE'S SIGNATURE

DATE

EMPLOYEE: This signature indicates that the employee has seen and discussed the evaluation report. It does not necessarily indicate agreement. The employee may attach a written response within 15 days of receiving evaluation.



**MENLO PARK CITY SCHOOL DISTRICT
PERFORMANCE EVALUATION FOR CLASSIFIED PERSONNEL
MAINTENANCE/WAREHOUSE/LANDSCAPING**

Name of Employee: _____ Regular _____ Probationary _____
 Classification: _____ Rating period from _____
 School/Department: _____

Not Observed
 Unsatisfactory
 Needs Improvement
 Satisfactory
 Outstanding

COMMENTS (Encouraged for all evaluations required for Ratings of Unsatisfactory and Needs Improvement)

Not Observed	Unsatisfactory	Needs Improvement	Satisfactory	Outstanding		COMMENTS (Encouraged for all evaluations required for Ratings of Unsatisfactory and Needs Improvement)
					WORK HABITS • Observes work hours • Prompt/consistent in attendance • Complies with rules and regulations • Meets deadlines • Effectively operates and cares for equipment and school property • Adheres to safety practices	
					WORK PERFORMANCE • Knows job skills • Makes appropriate work judgments • Plans and organizes effectively • Effectively communicates with others • Job skill level • Accurate in work • Completes appropriate volume of work • Works without close supervision • Cares for tools/equipment/supplies • Maintains lawns and turf to an acceptable level • Uses equipment properly	
					ADAPTABILITY AND INITIATIVE • Accepts responsibility • Adapts to change/is flexible • Accepts direction and suggestions • Works well under pressure • Shows initiative • Is dependable • Work coordination	
					RELATIONSHIP WITH PEOPLE • Uses discretion in discussing school or personnel matters • Displays tact and courtesy • Has a positive attitude • Interacts positively with students • Interacts positively and communicates effectively/professionally with staff, administrators, parents and public • Maintains ongoing communication with supervisor	

(over)

OVERALL PERFORMANCE RATING (mark one only)

Unsatisfactory

Needs Improvement

Satisfactory

Outstanding

Any less than satisfactory rating the supervisor shall develop a plan defining methods of improvement.

COMMENTS:

EVALUATOR'S SIGNATURE, TITLE

DATE

EMPLOYEE'S SIGNATURE

DATE

EMPLOYEE: This signature indicates that the employee has seen and discussed the evaluation report. It does not necessarily indicate agreement. The employee may attach a written response within 15 days of receiving evaluation.



**MENLO PARK CITY SCHOOL DISTRICT
PERFORMANCE EVALUATION FOR CLASSIFIED PERSONNEL
OFFICE MANAGER/ OFFICE ASSISTANT**

Name of Employee: _____ Regular _____ Probationary _____
 Classification: _____ Rating period from _____
 School/Department: _____

Not Observed
 Unsatisfactory
 Needs Improvement
 Satisfactory
 Outstanding

COMMENTS (Encouraged for all evaluations required for Ratings of Unsatisfactory and Needs Improvement)

Not Observed	Unsatisfactory	Needs Improvement	Satisfactory	Outstanding	
					WORK HABITS
					• Observes work hours
					• Prompt/consistent in attendance
					• Complies with rules and regulations
					• Meets deadlines
					• Keeps work station organized
					• Effectively operates and cares for equipment and school property
					• Adheres to safety practices
					WORK PERFORMANCE
					• Possesses appropriate job skill levels
					• Makes appropriate work judgments
					• Plans and organizes effectively
					• Keeps job skills up to date
					• Accurate in work
					• Completes appropriate volume of work
					• Has ability to interpret and respond to problems and events encountered on job
					• Communicates easily and effectively with students, staff and public
					• Demonstrates writing skills and correct English usage
					• Knowledge of technology and office machinery
					• Ability to use student information systems
					• Works without close supervision
					ADAPTABILITY AND INITIATIVE
					• Accepts responsibility
					• Adapts to change/is flexible
					• Follows direction and suggestions
					• Works well under pressure
					• Meets schedules and timelines
					• Shows initiative
					• Is dependable
					• Work coordination
					RELATIONSHIP WITH PEOPLE
					• Uses discretion in discussing school or personnel matters, maintaining professional confidences
					• Displays tact and courtesy
					• Has a positive attitude
					• Interacts positively with students and/or parents/public
					• Interacts positively and communicates effectively/professionally with staff and administrators
					• Maintains ongoing communication with supervisor

OVERALL PERFORMANCE RATING (mark one only)

Unsatisfactory

Needs Improvement

Satisfactory

Outstanding

Any less than satisfactory rating the supervisor shall develop a plan defining methods of improvement.

COMMENTS:

EVALUATOR'S SIGNATURE, TITLE

DATE

EMPLOYEE'S SIGNATURE

DATE

EMPLOYEE: This signature indicates that the employee has seen and discussed the evaluation report. It does not necessarily indicate agreement. The employee may attach a written response within 15 days of receiving evaluation.



**MENLO PARK CITY SCHOOL DISTRICT
PERFORMANCE EVALUATION CLASSIFIED PERSONNEL
PARAPROFESSIONAL**

Name of Employee: _____

Regular _____

Probationary _____

Classification: _____

Rating period from _____

School/Department: _____

Not Observed
Unsatisfactory
Needs Improvement
Satisfactory
Outstanding

COMMENTS (Encouraged for all evaluations; required for Ratings of Unsatisfactory and Needs Improvement)

Not Observed	Unsatisfactory	Needs Improvement	Satisfactory	Outstanding	Comments
					WORK HABITS
					• Observes work hours
					• Prompt/consistent in attendance
					• Complies with policies and procedures
					• Grooming and dress
					• Adheres to safety practices
					WORK PERFORMANCE
					• Paraprofessionals: Displays appropriate knowledge of IEP goals and objectives
					• Displays respect for students
					• Uses instructional strategies as directed by teacher
					• Establishes and maintains rapport with students
					• Uses behavior management strategies as directed
					• Uses strategies to enhance communication skills of students
					• Prepares and organizes instructional materials
					• Performs assessment-related tasks
					• Follows directions of teacher and administrator
					• Maintains a high level of competency and integrity
					• Displays proficiency in academics, including oral/written communication
					• Self-assesses to improve instruction and guide professional growth
					ADAPTABILITY AND INITIATIVE
					• Demonstrates flexible thinking and conflict management techniques
					• Separates personal issues from professional responsibilities
					• Accepts and uses constructive feedback
					• Exercises objective and prudent judgement
					RELATIONSHIP WITH PEOPLE
					• Uses discretion in discussing school or personnel matters
					• Displays tact and courtesy
					• Interacts positively and communicates effectively/professionally with teachers, staff, administrators, parents and public

(over)

OVERALL PERFORMANCE RATING (mark one only)

Unsatisfactory

Needs Improvement

Satisfactory

Outstanding

Any less than satisfactory rating the supervisor shall develop a plan defining methods of improvement.

COMMENTS:

EVALUATOR'S SIGNATURE, TITLE

DATE

EMPLOYEE'S SIGNATURE

DATE

EMPLOYEE: This signature indicates that the employee has seen and discussed the evaluation report. It does not necessarily indicate agreement. The employee may attach a written response within 15 days of receiving evaluation.



**MENLO PARK CITY SCHOOL DISTRICT
PERFORMANCE EVALUATION FOR CLASSIFIED PERSONNEL
TECHNOLOGY**

Name of Employee: _____ Regular _____ Probationary _____

Classification: _____ Rating period from _____

School/Department: _____

Not Observed
Unsatisfactory
Needs Improvement
Satisfactory
Outstanding

COMMENTS (Encouraged for all evaluations; required for Ratings of Unsatisfactory and Needs Improvement)

Not Observed	Unsatisfactory	Needs Improvement	Satisfactory	Outstanding		
					WORK HABITS <ul style="list-style-type: none"> • Observes work hours • Prompt/consistent in attendance • Complies with rules and regulations, policies and procedures • Meets deadlines • Takes direction and completes assigned tasks • Keeps work station organized • Effectively operates and cares for equipment and school property • Adheres to safety practices 	
					WORK PERFORMANCE <ul style="list-style-type: none"> • Possesses appropriate job skill level • Makes appropriate work judgments • Plans and organizes effectively; anticipates problems • Keeps job skills up to date • Accurate in work • Completes appropriate volume of work • Interprets, prioritizes and responds creatively/effectively to unexpected problems/situations • Maintains required records; keeps data up to date • Works without close supervision 	
					ADAPTABILITY AND INITIATIVE <ul style="list-style-type: none"> • Accepts responsibility • Adapts to change/is flexible • Accepts direction and suggestions • Works well under pressure • Shows initiative • Is dependable • Work coordination 	
					RELATIONSHIP WITH PEOPLE <ul style="list-style-type: none"> • Uses discretion in discussing school or personnel matters • Displays tact and courtesy • Has a positive attitude • Interacts positively with students and/or parents/public • Interacts positively and communicates effectively/professionally with staff and administrators • Maintains ongoing communication with supervisor 	

(over)

OVERALL PERFORMANCE RATING (mark one only)

Unsatisfactory

Needs Improvement

Satisfactory

Outstanding

Any less than satisfactory rating the supervisor shall develop a plan defining methods of improvement.

COMMENTS:

EVALUATOR'S SIGNATURE, TITLE

DATE

EMPLOYEE'S SIGNATURE

DATE

EMPLOYEE: This signature indicates that the employee has seen and discussed the evaluation report. It does not necessarily indicate agreement. The employee may attach a written response within 15 days of receiving evaluation.



**MENLO PARK CITY SCHOOL DISTRICT
PERFORMANCE EVALUATION FOR CLASSIFIED PERSONNEL
TRANSPORTATION**

Name of Employee: _____ Regular _____ Probationary _____
 Classification: _____ Rating period from _____
 School/Department: _____

Not Observed
 Unsatisfactory
 Needs Improvement
 Satisfactory
 Outstanding

COMMENTS (Encouraged for all evaluations; required for Ratings of Unsatisfactory and Needs Improvement)

Not Observed	Unsatisfactory	Needs Improvement	Satisfactory	Outstanding		
					WORK HABITS • Observes work hours • Prompt/consistent in attendance • Complies with rules and regulations • Meets deadlines • Keeps work station organized • Effectively operates and cares for equipment and school property • Adheres to safety practices	
					WORK PERFORMANCE • Knows job skills • Makes appropriate work judgments • Plans and organizes effectively • Job skill level • Accurate in work • Completes appropriate volume of work • Has knowledge of and practices District and CHP safety guidelines • Maintains records and reports • Observes daily routine duties on time • Complies with scheduled work • Works without close supervision	
					ADAPTABILITY AND INITIATIVE • Accepts responsibility • Adapts to change/is flexible • Accepts direction and suggestions • Works well under pressure • Shows initiative • Is dependable • Work coordination	
					RELATIONSHIP WITH PEOPLE • Uses discretion in discussing school or personnel matters • Displays tact and courtesy • Has a positive attitude • Interacts positively with students • Interacts positively and communicates effectively/professionally with staff, administrators, parents and public • Maintains ongoing communication with supervisor	

OVERALL PERFORMANCE RATING (mark one only)

Unsatisfactory

Needs Improvement

Satisfactory

Outstanding

Any less than satisfactory rating the supervisor shall develop a plan defining methods of improvement.

COMMENTS:

EVALUATOR'S SIGNATURE, TITLE

DATE

EMPLOYEE'S SIGNATURE

DATE

EMPLOYEE: This signature indicates that the employee has seen and discussed the evaluation report. It does not necessarily indicate agreement. The employee may attach a written response within 15 days of receiving evaluation.

Menlo Park City School District

OPTIONAL PERFORMANCE SELF-ASSESSMENT FORM

(To be completed by the employee, discussed during the evaluation meeting, and, if desired, attached to the completed performance evaluation forms when submitted to Human Resources)

Name: _____ ID: _____

Title: _____ Location: _____

Department: _____ Evaluation Rating Period: From- _____ To- _____

GOALS AND OBJECTIVES FROM EVALUATION YEAR: (list the Goals or Objectives that were established for you for the evaluation year, and indicate your progress in completing each one)

GOALS AND OBJECTIVES		CURRENT STATUS		
		Completed	In Progress	Withdrawn
1)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

During the evaluation year, my primary job responsibilities were the following:

In completing the tasks related to these responsibilities, I consider my strengths to be the following:

I feel that I need improvement in the following general job skills:

NAME _____

DEPARTMENT _____

FISCAL YEAR: _____

Goal: Promote continuous, needs-based, learning and professional development opportunities for all district personnel

ACTIVITY/COURSEWORK/TRAININGS/ ETC.	DATE COMPLETED	PG	LD	CS	T	M	O

Key: PG – Professional Growth; LD: Leadership Development; CS: Customer Service;
T: Technology; M: Mandated training; O: Other

This form should be completed in consultation with your supervisor. This district will review forms submitted to Human Resources to provide relevant trainings and workshops during the fiscal year. There is no guarantee that funds will be made available to conduct identified trainings. Forms should be reviewed by your supervisor and submitted to Human Resources no later than June 30 each year.

You may also use this form as part of the annual performance evaluation process.

