

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

COAST UNIFIED SCHOOL DISTRICT

AND

NORTH COAST SCHOOL EMPLOYEES, CHAPTER #492,

AFFILIATE OF THE

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

JULY 1, 2010 - JUNE 30, 2013

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PREAMBLE

This Collective Bargaining Agreement (“Agreement”) is entered into by and between the **COAST UNIFIED SCHOOL DISTRICT** (the “District” or “Employer”) and the **CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, Chapter #492** (the “Association” or “Exclusive Representative”). This Agreement is entered into pursuant to Government Code § 3540, et seq.

ARTICLE I RECOGNITION

1.0 Pursuant to the requirements of Government Code § 3544.1, the District recognizes the Association as the exclusive representative for all regular full-time and regular part-time classified employees except those designated by the District as management, confidential, and supervisory employees. Employees who are hired on temporary assignments, substitutes, seasonal employees, hourly-as-needed, noon aides, all other individuals whose positions require certification qualifications as a public school teacher and/or administrator, or students employed on a part-time basis are excluded from the bargaining unit.

ARTICLE II DISTRICT RIGHTS

2.0 It is agreed that the District retains all of its power of direction, management and control to the full extent of the law. Included in these powers are the exclusive rights to (a) determine its organization; (b) direct the work of its employees; (c) determine the hours of operation; (d) determine the kinds and levels of services to be provided, as well as the methods and means of providing them; (e) establish its educational policies, goals and objectives; (f) determine staffing patterns; (g) determine the number and kinds of personnel required; (h) maintain the efficiency of operations; (i) determine curriculum; (j) ensure the rights and educational opportunities of students; (k) design, build, move or modify facilities; (l) establish budget procedures and determine budgetary allocations; (m) determine methods of raising revenue; (n) contract out work, or (o) take action on any matter in the event of an emergency. In addition, the District retains the rights to hire, classify, transfer, assign, evaluate, promote, terminate, and discipline employees. The recital in no way limits other District powers as granted by law.

2.1 The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by specific and express terms of this Agreement, and then only to the extent such specific and express terms conform with law.

2.2 The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in case of emergency, including but not limited to, natural disasters. The determination of whether or not an emergency exists is solely within the discretion of the District and is expressly excluded from the provisions of the grievance procedures hereinafter described.

ARTICLE III ASSOCIATION RIGHTS

- 3.1 The Association shall have the following rights as granted by this Agreement:
 - 3.1.1 Access to areas in which unit members work at times mutually agreeable to the Association and District for the purpose of representing bargaining unit members or grievance.
 - 3.1.2 Use of a bulletin board at each school site and access to employee mailboxes.
 - 3.1.3 Review of a unit member's personnel file upon written authorization from the unit member.
 - 3.1.4 Receipt upon request of a seniority roster indicating hire dates of all current bargaining unit members.
 - 3.1.5 Ten days of released time per District for conduct of Association business on the work site subject to the following conditions:
 - 3.1.5.1 By no later than ten (10) workdays following the ratification of this Agreement by both parties, the Association will designate, in writing to the Superintendent, the Association's representative for each department or school site.
 - 3.1.5.2 At least three (3) workdays prior to the release from duties the designated representative shall inform his or her immediate supervisor in order that an adequate substitute may be obtained, if the District determines such is necessary.
 - 3.1.6 Conduct orientation sessions on the Agreement at times mutually agreeable to the Association and District.
- 3.2 Copies of the Agreement: Copies of this Agreement shall be provided to unit members no later than thirty (30) work days after ratification by the Board of Trustees. During the term of this Agreement the District will also provide new members of the bargaining unit with a copy of this Agreement. Each unit member will be provided a copy of any written changes to this Agreement.
- 3.3 Annual Conference: The District will grant reasonable release time with pay for a representative of Chapter #492 to attend the CSEA Annual Conference.

ARTICLE IV ORGANIZATIONAL SECURITY

Dues Deductions and Service Fees

- 4.1 The Association shall have the sole and exclusive right to District payroll deduction for membership dues and service fees. The District shall deduct, in accordance with the Association dues and service fee schedule, organization dues from the wages of all

employees who have submitted a valid dues authorization form to the District. Except as provided in paragraph 4.2 of this Agreement, an employee who does not maintain his or her Association membership shall pay, as a condition of continued employment, a service fee to the Association in an amount not to exceed the regular periodic dues for the duration of this Agreement. Upon certification to the District that the Association has complied with the requirements of State and Federal law related to notification of non-member rights, deductions for service fees shall begin no later than the end of the month following the month in which the authorization is received by the District.

4.1.1 Employees in the bargaining unit who are not members of the Association on the effective date of this Agreement and employees who hereafter enter the bargaining unit, within 30 days of the date of ratification of this Agreement or of their initial employment, apply for membership and execute an authorization for dues deduction on a form provided by the Association or authorize deduction of the Association service fee in accordance with the Association dues and service fee schedule as a condition of continuing employment. However, nothing contained herein shall prohibit an employee from paying organization dues or service fees directly to the Association, in accordance with Association procedures.

4.1.2 The District will notify the Chapter Treasurer of the name of each new employee following the Board's formal action of employment. The District shall notify the Chapter President if any employee revokes a dues or service fee authorization. In the event that an employee revokes a membership dues deduction authorization, the District shall implement payroll deduction of the service fee amount. The payroll deduction shall commence upon written notification from the Association that the employee has failed to make an arrangement for the direct payment of membership dues or a service fee.

4.1.3 The monthly dues and service fees deducted by the District shall be transmitted to the Association not later than 15 days following the deduction from the employee's regular wages. In-lieu contributions made pursuant to paragraph 4.2 shall be transmitted to the designated organization in the same manner. A list of employees and status (e.g., member, fee payer, in-lieu payer) shall accompany each monthly transmittal.

Religious Objection

4.2 Any unit member who is a member of a religious body whose traditional tenets or teachings include objection to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or pay service fees to the California School Employees Association (CSEA) as a condition of employment. However, such member shall be required, in lieu of a service fee required by this agreement, to pay sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under section 501 C (3) of Title 26 of the Revenue code:

**American Heart Association
American Cancer Society
Cambria Education Foundation
United Way**

Such payment shall be made monthly.

Any bargaining unit member claiming this religious exemption must file a written request for exemption with the CSEA Legal Department at 2045 Lundy Avenue, San Jose, California 95131. If the request is granted, the member shall, as a condition of continued exemption from the requirement of paying service fees to CSEA, furnish CSEA with copies of receipts from the charity selected, as proof that such agreements have been made, or shall authorize payroll deduction for such payment.

Hold Harmless and Indemnification

4.3 The Association and the District hereby agree as follows:

4.3.1 The Association shall reimburse the District, its officers, agents, employees, or representatives for all reasonable legal fees and legal costs incurred by the District in defending against any court action and/or administrative action before the Public Employment Relations Board or other administrative agency with jurisdiction for any challenge to the legality or constitutionality of the service fee provisions of this Agreement or the implementation thereof. The Association shall be provided timely written notification of the challenge and shall have the exclusive right to decide and determine whether the action shall be compromised, resisted, defended, tried, or appealed.

4.3.2 The Association shall indemnify and hold harmless the District, its officers, agents, employees, or representatives from any award or compromise of damages or liability arising out of any court action and/or administrative action before the Public Employment Relations Board or other administrative agency with jurisdiction for any challenge to the legality or constitutionality of the service fee provisions of this Agreement (or their implementation), provided that the District has promptly complied with the provisions of paragraph 4.3.1.

ARTICLE V PAY AND ALLOWANCES

5.1 Regular Rate of Pay: The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class listed in Appendix A. The Classified Salary Schedule for the specified school year is attached as Appendix A-1.

5.2 Frequency: All unit members shall be paid at least once per month.

5.3 Mileage: Unit members specifically authorized by the District to use their personal vehicle in fulfilling a specific work assignment shall be reimbursed at the rate approved by the Internal Revenue Service effective January of each year. It is understood and agreed that unit member travel between home and work sites is exempt from this provision. It is further understood and agreed that this reimbursement shall be payment in full for all vehicle operation, maintenance, repair, and insurance costs resulting from such use.

5.4 Maintenance of Payment for Credentials and Licenses: It shall be the responsibility of unit members to maintain and keep current the credentials permitting the

employee to hold the classified position in which they were hired. The employer agrees to provide the full cost of any medical examination required as a condition of continued employment.

5.4.1 Upon completion of training and receipt of certification, employees who are required by the employer to maintain bus driver's licenses and/or mechanic's certification as a condition of continued employment shall be reimbursed the actual out-of-pocket costs of the license and/or certification.

5.4.2 The District will also compensate full-time and regular part-time bus drivers for any classes which the District may require the unit member to take outside regular work hours. Such compensation shall be in accordance with the provisions of Article VIII, Hours of Employment and Overtime.

5.5 Longevity: The District shall provide additional compensation in recognition for long term service to full-time and regular part-time unit members. The additional annual compensation shall be \$500.00 for full-time unit members.

5.5.1 Full-time service shall be defined as eight (8) hours per day for ten (10), eleven (11), or twelve (12) months per year. Part-time service shall be defined as less than eight (8) hours per day for ten (10), eleven (11), or twelve (12) months per year.

5.5.2 Regular part-time unit members will receive longevity on a pro-rated basis according to the percentage of hours worked in relation to that worked by regular full-time members of the bargaining unit. The amount of compensation shall be based on the number of hours served at the time the compensation is given.

5.5.3 To be eligible for the compensation the unit member must have at least seven (7) years continuous employment with the District in a bargaining unit position with satisfactory evaluations (see Article 15.8). After year seven, a unit member who receives an unsatisfactory evaluation in a succeeding year shall be ineligible for the additional compensation for the next year unless they have received satisfactory evaluations for four previous years (80% of the evaluations for five years). Any unit member receiving two consecutive unsatisfactory annual evaluations shall not receive the stipend.

5.5.4 Effective July 1, 2007, the additional compensation shall be paid on a monthly basis beginning with the unit member's eighth (8th), twelfth (12th), sixteenth (16th), twentieth (20th), and 25th year in the District.

5.6 Promotion: Any unit member in the bargaining unit receiving a promotion under the provision of this Agreement shall be moved to the appropriate range and step of the new class to insure not less than a five percent (5%) increase as a result of that promotion, except that the unit member may be placed on the last step of the appropriate range if that is the maximum allowable for that class.

ARTICLE VI SALARY CLASSIFICATION

6.1 Placement in Class and Definition: Every bargaining unit position shall be placed in a class and each class assigned a salary range. The assignment of the salary range to a class shall be known as "Salary Classification."

6.2 Year of Service: For purposes of advancement across the salary schedule, a year of service shall be defined as that period of time during which a unit member who, in his or her particular assignment, works seventy-five percent of the total work days allocated to that assignment. Unit members, who, by June 30, have not worked 75% of the work days during the current fiscal year, may not be advanced across the salary schedule at any time during the ensuing fiscal year (July 1 - June 30). Only full-time and regular part-time unit members are eligible for advancements across the salary schedule.

6.3 Negotiation of Salary/Classification: The Association shall have the right to designate one unit member per District, who shall be granted release time to meet and negotiate on the salary range assigned to a newly created classification within the bargaining unit, and on any salary reclassification of position within the bargaining unit.

6.4 Proposal for Reclassification: Either party may propose a reclassification. No more than two classifications may be subject to a reclassification in any one fiscal year. For the purpose of this Article, "reclassification" is the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such position (Education Code §45101(f)).

ARTICLE VII HEALTH AND WELFARE

7.1 Fringe Benefit Amount: The District shall continue to contribute a maximum of \$7,619 for health and welfare benefits specified in this paragraph for each full-time employee. The district agrees, however for 2010-2011 school year, to contribute an additional amount for the health and welfare benefits for qualified employees as follows, i.e., no permanent increase to the annual District contribution. Part-time qualified employees will be pro-rated. The additional one-time contribution shall be based on the following formula:

For every \$1.00 allocated to Two-Party, employees with family coverage shall receive \$3.27 resulting in a one-time contribution of:

2 Party: \$474.29 annually
Family: \$1,551.26 annually

7.1.1 An employee and eligible dependent(s) may enroll in the SISC III Prudent buyer Hospital/Foundation Professional Plan D (PBCHO-D), the Prudent Buyer Classic 90% plan D (PBC 90-D), or the Prudent Buyer Classic 80% plan E (PBC 80-E). These plans include the prescription drug card (5/15/35 co-pay) and behavioral health insurance coverage (BHP2000).

7.1.2 An employee may enroll in the SISC III Delta Dental Incentive Plan (DD1000) or the Delta Preferred Option (DPO1500). The employee may apply for spouse and/or family coverage through payroll deduction for the additional premium.

7.1.3 An employee and eligible dependent(s) may enroll in the SISC III Vision Service Plan (A \$15).

7.2 Part-Time Employees: Regular part-time unit members will receive health, dental and vision insurance on a pro-rata basis according to the percentage of hours worked in relation to that worked by regular full-time members of the bargaining unit. A part-time employee who was hired after November 15, 2001, and any current employee whose regular assignment was less than four hours on November 15, 2001, must have a regular

assignment of more than five hours in order to be eligible for a District contribution pursuant to this section.

7.3 Employee Cost: The balance of all costs shall be paid by the unit member.

7.4 Waiver: With advance approval of the District, a part-time unit member may waive participation in the District's fringe benefit program. If the waiver request is granted by the District, then the dollar amount that would have been provided will revert to the District.

7.5 Benefits for Extended Illness: When a unit member has been ill for an extended period of time and after all accumulated sick leave has been used, the unit member shall receive health, dental, and vision benefits at District expense for a period not to exceed five (5) calendar months in the same manner benefits were provided prior to the illness.

7.6 Participation After Retirement: Unit members who have retired and entered the Public Employee's Retirement System may continue to participate, at the unit member's cost, in the District's fringe benefit program. On the first of the month, following the month in which the retiree becomes age sixty-five (65), or on any earlier date at which the retiree could apply and become eligible for Medicare, the retiree shall be permitted to participate in the District's fringe benefit program pursuant to AB 528 statutes.

7.6.1 COBRA Coverage: Unit members who are not eligible for any type of medical coverage may participate in the fringe benefit program at the unit member's cost pursuant to COBRA guidelines.

7.6.2 In the event the District is not reimbursed on a regular monthly basis in accordance with District policies and regulations by the retiree or the retiree's spouse for the cost of participation in the benefit program, then the District may terminate participation in the program.

7.7 Payment for Sick Leave Upon Retirement/Resignation: The District shall provide salary credit for unused sick leave to unit members with eight years of consecutive full-time service.

7.7.1 Upon resignation or retirement, a unit member as specified above, may request the District to provide a stipend for any unused sick leave the unit member has accumulated in this District and other previous school district employment, if the unit member had such sick leave transferred in upon employment with the District.

7.7.2 The stipend shall be computed as follows: Daily rate of pay in the unit member's last full year of active service times the number of days of unused sick leave. The maximum benefit shall be \$3,000. Credit for additional days beyond that amount shall not be granted.

7.7.3 A unit member, as specified above, who retires from the District into the California Public Employees Retirement System ("CalPERS") may instead choose to have the unused sick leave credited as service time with CalPERS. A unit member may not receive a stipend from the District and at the same time have the sick leave credited with CalPERS as service time.

7.7.4 Payment for sick leave through the District shall not apply to any unit member who is not in good standing (i.e., terminated for cause pursuant to the Education Code and/or terms of this Agreement).

ARTICLE VIII HOURS OF EMPLOYMENT AND OVERTIME

- 8.1 Work Day and Work Week: The maximum number of hours of regular full-time employment of a unit member is eight (8) hours a day and forty (40) hours a week consisting of five (5) consecutive days. The normal work week starts on Monday at 12:01 a.m. and ends Sunday at 12:00 midnight.
- 8.1.1 Assignment of a different work week may be made by the District, and the District may employ persons for lesser periods of time (less than eight (8) hours per day or five (5) days per week) and may, through authorized administrators, order and authorize unit members to work in excess of eight (8) hours in one (1) day or forty (40) hours in one week. Other exceptions may be approved by mutual agreement between unit member and the District.
- 8.1.2 Any day granted as a teacher training day, modified day, minimum day, or teacher-parent conference day is a regular work day for all unit members.
- 8.2 Work Year: Regular twelve (12) month assignments: July 1 - June 30. Notification of the scheduling of the work year for unit members whose work year is less than twelve (12) months shall be provided to the unit member by his or her supervisor no later than May 15 of each year.
- 8.2.1 Exceptions to Regular Work Year: Instructional and Project Aides, Bus Drivers and Food Service Workers shall work the days of student attendance. Days worked before or after the regular student year will be compensated at the unit member's regular hourly rate. Leap year: 12 month employees will receive one additional day off in exchange for the February 29th extra day of work. Other exceptions may be approved by mutual agreement between the unit member and the District.
- 8.2.2 Summer Employment: Less-than-12-month regular employees not regularly scheduled to work during the months of June, July and/or August may submit, in writing, to the District a desire to work during the summer. Regular employees may be called to substitute for an employee on leave during the summer and will be paid as a substitute. The compensation for summer work which is the extension of the employee's regular work year shall be the same as during the regular work year, which includes, but is not limited to: salary, vacation accrual, sick leave usage and accrual.
- 8.3 Overtime: Overtime is ordered and authorized working time that is:
- in excess of 8 hours in one day, or
 - in excess of 40 hours in one week, or
 - on the 6th consecutive work day if the regular average work day is 4 hours or more, or
 - on the 7th consecutive work day for all employees.
- 8.3.1 Compensation for Overtime: The rate for overtime shall be one and one-half times the unit member's regular hourly rate.
- 8.3.2 Authorization of Overtime: Overtime must be authorized by the Superintendent or designated supervisory management. The authorization must be given in advance of the time worked whenever practicable.

- 8.3.3 Assigning of Overtime: Overtime opportunities shall be offered as equally as is practical among available qualified unit members in each department work site.
- 8.3.4 Overtime-Right of Refusal: A unit member may refuse overtime work, except that when the needs of the District warrant, the supervisor may direct the unit member to work overtime. The needs of the District shall be defined by the supervisor. The supervisor shall attempt to identify unit members desiring to work overtime before directing a unit member to work overtime.
- 8.3.5 Compensation for Extended Field Trips: On an extended trip, the driver or drivers shall be paid for eight hours of regular work at the regular rate of pay, plus all assigned extra time at the overtime rate to a maximum of eight additional hours. The driver shall be notified of all assigned extra time prior to the commencement of the trip except for emergency assignments.
- 8.3.6 Compensatory Time Off: Compensatory time is defined as time off taken in-lieu of overtime payment. Compensatory time earned shall equal the overtime rate (i.e., 1-1/2 times the overtime served). An employee may request Compensatory Time Off ("CTO") in lieu of pay for overtime work. The date(s) and time(s) to use CTO shall be approved in advance by the employee's supervisor. Management will be directed to ensure that as much CTO as possible is taken off prior to June 30 of each fiscal year. If CTO time remains at the end of the fiscal year, one of two options shall be implemented:
- 8.3.6.1 At the request of the employee, the employee shall be allowed to carry over two days of CTO time to the subsequent school year. The employee shall be paid for any CTO time in excess of the two days.
- 8.3.6.2 If the employee does not request to carry over the two days to Payroll by June 1, the employee shall be paid for all accumulated and unused CTO time.
- 8.4 Temporary Assignment in Higher Class: When a unit member is temporarily assigned to perform the duties in a higher salary range for any period of time which exceeds three (3) work days within a fifteen calendar day period, he or she shall be paid at the higher classification for the entire period during which he or she is required to work out of his or her classification. The pay step on the higher salary range shall be the next higher dollar figure above his or her regular pay, or Step 1, whichever is greater. If the assignment is to a supervisor's position, the higher rate of pay shall commence on the first work day of the assignment.
- 8.5 Lunch Periods: Unit members shall be entitled to an unpaid, uninterrupted lunch period after the unit member has been on duty for more than four (4) hours. The length of time for such lunch period shall be for a period of no longer than one (1) hour nor less than one-half (½) hour and shall be scheduled for full-time unit members at or about midpoint of each work shift. A unit member required to work during his or her assigned lunch period shall receive pay at the rate of time and one-half for all the time worked during the normal lunch period or be compensated by either being allowed to complete the remaining portion of the lunch period or permitted to leave the assigned work site early.
- 8.6 Rest Period: For each four (4) hour consecutive period worked, unit members shall be granted rest periods of fifteen (15) minutes which, insofar as practicable, shall be in the middle of each work period, and never during the first or last hour of the workday.

8.7 Voting Time Off: If a unit member's work schedule is such that it does not allow sufficient time to vote in any federal, state, or local election in which the unit member is entitled to vote, the District shall arrange to allow sufficient time for such voting by the unit member.

8.8 Split-Shift or Shift Differential: Full-time unit members or regular part-time unit members who are assigned to work thirty (30) or more hours per week whose assigned shift contains one or more periods of unpaid time which exceeds two (2) hours, including the lunch period, or unit members whose shift begins after 2:00 p.m. shall be paid a three percent shift-differential premium.

8.9 Call Back Time: A unit member called back to work after the end of the unit member's workday shall minimally receive pay for two (2) hours of work at the overtime rate.

8.10 Call In Time: A unit member who is called in to work on a day when the employee was not scheduled to work shall receive pay at the appropriate rate for two hours of work or the actual time worked, whichever is greater.

ARTICLE IX HOLIDAYS

9.1 Scheduled Holidays: The District agrees to provide unit members with the following paid holidays:

- New Year's Day
- Martin Luther King Day
- Lincoln's Day - as designated on school calendar
- Presidents' Day - as designated on school calendar
- Memorial Day
- Independence Day
- Labor Day
- Admissions Day - September 9 (or in lieu day as designated on the school calendar)
- Veteran's Day
- Thanksgiving Day and following Friday
- Christmas Day and one additional day as designated on the school calendar

9.2 Additional Holidays: Every day declared by the President or Governor of this state as a public fast, thanksgiving, or holiday for school employees, or any day legally declared a holiday by the Board of Trustees, shall be a paid holiday for all bargaining unit members.

9.3 Holiday Eligibility: Except as otherwise provided in the Article, a unit member must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday. Unit members, who are not normally assigned to duty during the school holidays of December 25 and January 1 and the one additional day at Christmas time, shall be paid for those holidays provided they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

9.4 Work on Holiday: Full- or regular part-time unit members assigned to work on paid holidays shall be compensated at the rate of two and one-half (2-1/2) times the regular hourly rate for hours worked.

9.5 Holidays on Saturday or Sunday: When a holiday falls on a Saturday the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following workday shall be deemed to be that holiday. Exceptions to this may be authorized by the District or the official school calendar.

ARTICLE X VACATION

10.1 Eligibility: Vacation benefits shall only apply to full-time and regular part-time unit members. Substitutes, hourly-as-needed, independent contractors, and extra temporary employees are not eligible for vacation benefits. Earned vacation shall not become a vested right until completion of the first six months of employment.

10.2 Vacation for Full-Time Employees: Vacation time for full-time unit members shall be earned and accumulated on a monthly basis in accordance with the following schedules:

10.2.1 From the first year through the fifth year of service, vacation time shall be earned and accumulated at the rate of one (1) day of vacation for each month of service, not to exceed twelve (12) days per fiscal year.

10.2.2 Commencing with the sixth (6th) year of full-time service in the District, vacation time shall be earned and accumulated at the rate of one and one-quarter (1-1/4) days for each month of service, not to exceed fifteen (15) days per fiscal year.

10.2.3 Commencing with the tenth (10th) year of full-time service in the District, vacation time shall be earned and accumulated at the rate of one and one-half (1-1/2) days for each month of service, not to exceed eighteen (18) days per fiscal year.

10.2.4 Commencing with the fifteenth (15th) year of full-time service in the District, vacation time shall be earned and accumulated at the rate of one and two-thirds (1-2/3) days for each month of service, not to exceed twenty (20) days per fiscal year.

10.2.5 Commencing with the twenty-fourth (24) year of full-time service with the District, vacation time will be earned and accumulated at the rate of 1.84 days for each month of service, not to exceed 22 days.

10.2.6 Commencing with the twenty-six (26) year of full-time service with the District, vacation time will be earned and accumulated at the rate of 2.0 days for each month of service, not to exceed 24 days.

10.3 Vacation for Unit Members Working Fewer Than Eight Hours Daily: Except as noted, provisions of this Article shall apply to unit members on regular status whose regular workday is less than eight (8) hours except that the vacation days or pay granted shall be in the same proportion to an eight (8) hour day and the pay therefore as is the part-time unit member's regular workday.

10.4 Vacation Pay: Pay for vacation days for unit members shall be the same as that which the unit member would have received had he or she been in working status except that no unit member shall be paid overtime of any type while on vacation.

10.5 Vacation Pay Upon Termination: When a unit member is terminated for any reason, that unit member shall be entitled to all vacation pay earned and accumulated up to and including the effective day of the termination, except that unit members who have not completed six (6) months of employment in regular status shall not be entitled to such compensation. Any unit member who has been granted vacation in excess of that which was earned at the time of termination shall have deducted from his or her severance check the full amount of salary which was paid for such unearned days of vacation.

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

10.7 Vacation Scheduling: Unit members are encouraged to submit specific vacation requests at least ten (10) workdays in advance. Vacations shall be scheduled at times requested by unit members as far as possible within the District's work requirements. The District reserves the right to schedule vacations at times least disruptive to the work routine. Disputes arising from this scheduling shall not be subject to the grievance procedure. If there is a conflict between unit members who are working on the same or similar operations as to when vacation shall be taken, the unit member with the greater District seniority shall be given preference.

10.8 Carry-Over of Vacation: A unit member may transfer up to eight (8) days of earned vacation to the year following the year in which it would normally have been taken.

10.8.1 A unit member eligible under this section who intends to transfer earned vacation from one year to the next must notify Payroll in writing of such plan on or before June 1 of the year previous to the year to which the vacation is to be transferred. In all cases, the vacation transferred must be used in the year to which it was transferred.

10.8.2 If the employee does not request to carry over the vacation time by June 1, the employee shall be paid for all accumulated and unused time.

ARTICLE XI LEAVES

11.1 Leaves: The benefits which are expressly provided by this Article are the sole leave benefits which are a part of this Agreement. It is agreed that other leave benefits which may be provided by law are not subject to the grievance procedure of Article XVII Grievance Procedure. The District will notify each unit member by April 1 of each year of the unit member's total accumulated compensatory time. Accumulated sick leave and earned vacation shall be reflected on the payroll warrant.

11.2 Break in Service: Time spent on paid leave shall not count as a break in service. Other than military leave, time spent on unpaid leave of more than fifty (50) consecutive calendar days shall constitute a break in service. Time spent on an unpaid leave of fifty (50) or less days shall not be considered a break in service for the purposes of earning seniority in the cases of salary, vacation, longevity pay, or professional growth.

11.3 Notice of Return: At least two weeks prior to the end of any unpaid leave of thirty (30) or more calendar days, the unit member on leave must submit in writing to the Superintendent or designee notice of the unit member's intent to return to work. Failure

on the part of the unit member to provide such timely notice may result in termination of employment.

11.4 Sick Leave: Leave of Absence for Illness or Injury: A unit member employed five (5) days a week, twelve (12) months a year, shall be granted twelve (12) days leave of absence for illness or injury, exclusive of all days he or she is not required to render service to the District with full pay, for a fiscal year of service.

11.4.1 A unit member employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that portion of twelve (12) days leave of absence for illness or injury as the number of months he or she is employed bears to twelve (12).

11.4.2 A unit member employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he or she is employed per week bears to five (5). When such unit members are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled. Pay for any day of such absence shall be the same as the pay which should have been received had the unit member served during the day of illness. Each unit member, at the beginning of his or her work year, shall be eligible for the number of sick leave days corresponding to the number of months in his or her work year.

11.4.3 A doctor's certificate or other proof of illness or disabling condition may be required by the District for any illness or disabling condition in which the absence is five (5) days or more or when the unit member has been informed that verification for future absences will be required. Such verification statements may be required by the District.

11.4.4 The District may, if the unit member's illness or injury exceeds ten (10) workdays, require a certified medical specialist to examine the unit member and make all necessary inquiries in order to be fully informed as to the nature and severity of the illness or injury and to report such findings to the Superintendent or designee. The District will assume the cost of such certified specialist. If the report concludes that the absence is not due to personal illness or injury, or that the illness is not sufficiently severe to warrant continued absence, then the Superintendent or designee, after notice to the unit member, may refuse to grant such leave. If requested by the Superintendent or designee, a unit member shall not return to work until he or she submits a medical doctor's authorization to return to full and complete duty per the unit member's job description.

11.4.5 A unit member shall contact his immediate supervisor as soon as the need to be absent is known in order to permit the District time to secure, if it so determines is necessary, a substitute.

11.4.6 A unit member shall notify the supervisor of his or her intent to return to work at least two (2) hours prior to the close of the preceding workday.

11.4.7 Failure to provide notification as described in 11.4.6 will result in the District securing a substitute for the next workday. If the unit member returns after a substitute has been secured the cost of the substitute will be deducted from the unit member's salary.

11.5 Industrial Injury or Illness Leave: Unit members are covered by Workers' Compensation Insurance for any injury or illness arising out of, and in the course of, their employment.

11.5.1 When a unit member is absent from his or her duties because of industrial accident or illness, *he or she shall notify the Superintendent or designee as soon as possible* and shall file with the Superintendent or designee within ten (10) calendar days of the first day of absence, a statement from a licensed physician affirming that the industrial injury or illness does exist. The District may require the unit member to submit to a physical examination by a physician selected by the District at any time during the leave. This examination will be at District expense.

11.5.2 Allowable leave shall be for not more than sixty (60) days in any one fiscal year for the same accident or illness occurring on the job. Allowable leave shall not be accumulated from year to year.

11.5.3 Industrial accident or illness leave shall commence on the first day of absence. A unit member absent from his or her duties on account of an industrial accident or illness shall be paid such portion of the salary due him or her for any month in which that absence occurs, as, when added to temporary disability indemnity, will result in a payment of no more than the unit member's full salary.

11.5.4 Industrial accident or illness leave shall be reduced by one day of authorized absence regardless of a temporary disability indemnity award. After industrial leave has been exhausted, regular sick leave and vacation leave may be used.

11.5.5 The deduction from the unit member's sick leave account will be proportionate to the amount the District adds to make up the difference between the unit member's disability indemnity check and his or her full salary.

11.5.6 When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him or her for the same illness or injury.

11.5.7 When all industrial leave and sick leave benefits have been exhausted, and if the unit member is not medically able to assume the duties of his or her position, he or she shall, if not placed in another position, be placed on a reemployment list. A unit member who has been placed on a reemployment list, who has been medically released for return to duty and who fails to accept an appropriate assignment, may be terminated. Periods of leave of absence under this section, paid or unpaid, shall not be considered to be a break in service of the unit member.

11.5.8 A unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the District authorizes travel outside of the state.

11.5.9 The District shall require a medical release indicating the unit member is physically able to resume regular duties before allowing the unit member to return to work. The District, at its own expense, may require a unit member returning from industrial accident or illness leave to be examined by a

physician chosen by the District before allowing the unit member to return to work.

11.6 Personal Necessity Leave: A unit member shall be entitled to use seven (7) days of accrued sick leave during each school year in cases of personal necessity.

11.6.1 Personal Necessity shall include any of the following:

- The death of a member of the unit member's immediate family when the number of days of absence exceed the limit provided in Section 11.9 of this Article (Bereavement).
- An accident involving the unit member's property or the person or property of a member of the unit member's immediate family. Such accident must (1) be serious in nature, (2) involve circumstances the unit member cannot disregard, and (3) require the attention of the unit member during his or her assigned hours of service.
- An illness, including pregnancy of unit member's spouse or a member of the unit member's immediate family as defined above, serious in nature, which under the circumstances the unit member cannot disregard, and which requires the attention of the unit member during his or her assigned hours of service.
- Imminent danger to the home of the unit member, occasioned by a factor such as flood or fire, serious in nature, and which requires the attention of the unit member during his or her assigned hours of service.
- Required court appearances other than in cases where the unit member is an agent of the District.
- Other personal necessity business which is serious in nature, includes circumstances the unit member cannot disregard, and requires the attention of the unit member during assigned work hours, must be approved in advance by the District. Up to 2 days personal necessity may be used at the employee's discretion.

11.6.2 The following limits and conditions are placed upon allowing a personal necessity leave and personal necessity leave pay.

11.6.2.1 The days allowed shall be deducted from and may not exceed the number of full-pay days of sick leave to which the unit member is entitled.

11.6.2.2 The personal necessity leave shall not be granted during a scheduled vacation or a leave of absence.

11.6.2.3 Payment for such absence shall be made only upon completion of a written report by the unit member to the District stating that the absence was due to a situation designated as a personal necessity within the meaning of this section. The District may deny the unit member's request if the leave was not a personal necessity within the meaning of this section.

11.7 Extended Illness Leave: When a unit member has been ill an extended period of time and all accumulated sick leave has been used, the unit member shall be entitled to an extended illness leave. This leave shall begin on the first day of the unit member's absence and extend no longer than five calendar months from that first day. Extended illness leave runs concurrently with sick leave. After sick leave has been exhausted, the unit member shall receive his or her pay minus the cost of the substitute. After the five month period is exhausted, the unit member shall be placed on the 39 month rehire list.

11.8 Family Care Medical Leave Act: The District shall provide family and medical leave in compliance with the Family and Medical Leave Act and the parallel California leave of absence statute (Government Code 12945.2). In meeting such statutory obligations, the District will, to the maximum extent permitted by law, credit any paid or unpaid leave status (plus any health/welfare benefits coverage) otherwise granted by this Agreement toward said statutory obligations. Thus, the statutory leave will run concurrently with the leave(s) granted pursuant to the other sections of this Article. Such crediting toward the statutory obligation shall not require any additional notice to the employee, and may be determined and calculated "after the fact."

11.8.1 Such statutory family and medical leave status includes up to 12 weeks per full-time employee per year (referring to the 12-month period beginning on the date any family and medical leave commences) as leave of absence, due to childbirth, or adoption, commencement of foster care, or infant care of the employee's child or the serious illness or health condition of the employee, the employee's spouse, the employee's child or the employee's parents.

11.8.1.1 Leave taken for these reasons will be counted against the employee's annual family and medical leave entitlements.

11.8.1.2 Sick leave is to be used only for the employee's own serious health condition.

11.8.1.3 The State-required leave of absence due to employee disability caused by pregnancy, childbirth and related conditions, is not credited against the 12 weeks of leave.

11.8.1.4 Leave due to childbirth, adoption, foster care, or infant care shall be taken within the first year of the employee-child relationship.

11.8.2 For purposes of this section (only), the reference to "child" in paragraph 11.8.1 includes a biological, adopted or foster child, stepchild, legal ward, or other person under 18, or an adult dependent child, for whom the employee has primary caregiving responsibility. The reference to "parent" includes biological, foster, adoptive parent, or any other person who had primary caregiving responsibility for the employee when the employee was a child.

11.8.3 The employee must have been employed by the District at least one full year (and provided at least 1,250 hours of service) immediately prior to such leave in order to qualify for the leave.

11.8.4 The employee shall make a reasonable effort to schedule any such absence or related medical treatment so as to avoid disruption of District operations, and shall give the District at least 30 days' advance notice of such leave plans. However, if the need for such leave is not foreseeable, the employee shall give notice within two business days of learning of the need.

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

11.8.5.1 Where the leave is for the birth or placement of a child, leave may be taken on an intermittent or reduced schedule basis if the District approves.

11.8.5.2 Leave may be taken intermittently or on a reduced work schedule whenever it is medically necessary to care for a family member with a serious health condition, or because the employee is seriously ill and unable to work the employee's regular work schedule.

11.8.6 The District may require written certification to be issued by the health care provider of the person with the serious health condition, including certification of the date on which the condition commenced, the probable duration of the condition, an estimate of the amount of time the employee is needed to care for the individual, if the leave is due to the serious health condition of a child, spouse or parent, and a statement that the illness warrants the participation of the employee or renders the employee unable to perform his or her job functions. The District may also require medical certification of fitness to return to work. Failure to produce any required certification shall result in denial of family and medical leave. If the District doubts the validity of the certification, it may require that the employee or other disabled person obtain a second opinion of a health care provider selected by the District, at District expense. If the two opinions conflict, the District may require a third opinion from a health care provider mutually agreed upon by the District and the employee. The third opinion shall be final and binding on the District and the employee. If the statutory leave is being granted concurrently with another leave under this Article, then the normal Agreement procedure shall prevail over the above special certification process.

11.8.7 To the extent required by applicable laws, employees returning from a family and medical leave shall be returned to the same position, or to a position comparable to the position, they occupied prior to their leave. An employee on leave will not lose any seniority or employment benefit that accrued prior to the start of the leave. An employee on leave will not accrue seniority or additional benefits, such as vacation, sick leave or similar benefits, during the unpaid portion of the leave. The leave will not constitute a break in service for purposes of longevity and seniority.

11.8.8 Subject to the above-mentioned "credit" provisions of paragraph 11.8, the employee during this leave shall be entitled to continued coverage under the health insurance plan to the same extent, and subject to the same conditions, as an active employee. If the employee fails to return upon expiration of the leave for a reason other than the continuation, recurrence, or onset of a serious health condition which would itself have met the qualifications for family and medical leave, then the District may recover health insurance premiums paid pursuant to the above leave provisions.

11.9 Bereavement Leave: A leave of absence with pay and without deduction from accumulated sick leave, not to exceed three (3) days, shall be granted to a unit member when any member of his or her immediate family dies. Two (2) additional days will be granted to a unit member if travel more than 200 miles one way is required because of the death of any member of his or her immediate family.

11.9.1 Any additional days requested beyond those provided by the bereavement leave policy must be handled through the provisions under the section, "Personal Necessity Leave."

11.9.2 For the purposes of this Article, "Immediate Family" shall mean the mother, father, son, daughter, grandparent, grandchild, brother or sister of the employee or

of the spouse of the employee, and the spouse, son-in-law, daughter-in-law of the employee or any person living in the household of the employee.

11.9.3 A unit member may request approval from the Superintendent or designee for bereavement leave to be used in relation to the death of relatives not designated as immediate family. The decision of the Superintendent or designee to grant or deny such approval shall be final.

11.10 Jury Duty: A unit member shall be entitled to leave without loss of pay for any time the unit member is required to perform jury duty. The unit member shall present an official court summons for jury duty to his or her immediate supervisor upon receipt of such notice from the court. It is the responsibility of the unit member to report to work whenever the unit member is not required to attend jury duty service. The unit member shall not volunteer for additional jury duty beyond the normal legal requirement. The District shall pay the unit member the difference, if any, between the amount received for jury duty and the unit member's regular rate of pay provided the unit member transmits to the Superintendent or designee any juror's fee received, exclusive of meal, mileage and/or parking allowance provided the unit member for jury duty.

11.11 Adoption Leave: A unit member who is adopting a child shall be entitled to three (3) workdays of paid leave for the purpose of processing the adoption.

11.12 Health Leave: The District may grant an unpaid leave of absence to a permanent unit member for illness or injury not job related. A health leave may not exceed six (6) calendar months as an initial leave. The District, at its discretion, may extend the leave for two additional six (6) month periods. The total leave shall not exceed eighteen (18) months. If at the end of the leave, the unit member is unable to return to duty, the unit member shall be placed on a reemployment list.

11.13 Leave for Pregnancy Disability: Female unit members are entitled to use sick leave as set forth in Section 11.4 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities set forth above. The length of such disability leave including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member's physician. Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in Section 11.4 has been exhausted. The date on which the unit member shall resume duties shall be determined by the unit member's physician. The unit member on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

11.14 Leave Without Pay During Pregnancy and For Child Rearing: Leave without pay or other benefits may be granted to a unit member during pregnancy and for child rearing. The unit member shall request such leave as soon as practicable, but under no circumstances less than thirty (30) workdays prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the date the unit member wishes to begin and end the leave without pay. The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the Superintendent when considering the scheduling and replacement problems of the District. The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on June 30 in the school year in which such leave is granted. An extension of leave may be granted, not to exceed an

additional twelve (12) months. The unit member is not entitled to the use of any accrued sick leave or other paid leave while on leave during pregnancy or for child rearing, whether or not the illness or disability is related to a pregnancy, miscarriage, childbirth, or recovery therefrom. There shall not be a diminution of employment status during pregnancy leave or child rearing leave except that no unit member shall be entitled to compensation, increment, or the accrual of seniority for layoff or reduction in force purposes, nor shall the time taken on parental leave count toward credit for probationary periods. If a unit member is on leave during pregnancy or child rearing and in the event of a miscarriage or death of a child subsequent to childbirth, the unit member may request an immediate assignment to a unit position. If there is a vacancy for which a unit member is qualified, the District will assign the unit member to a position as soon as practicable.

11.15 Military Leave: Unit members shall be granted any military leave to which they are entitled, under law, as classified school employees. Unit members shall be required to request military leaves in writing and, upon request, to supply the District with "orders" and status reports.

11.16 Other Leaves Without Pay: Unit members may be granted an unpaid leave not to exceed five (5) workdays with the Superintendent's approval. The leave may be granted providing it does not interfere with the operation of the District as determined by the Superintendent. A unit member may be granted an unpaid leave of more than five (5) days and not to exceed one (1) school year, upon recommendation of the Superintendent with approval of the Board of Trustees. No sick leave, vacation or retirement credit shall accrue during the leave in excess of five (5) days.

11.17 Misuse of Leave: Any unit member may take a leave of absence only under the provisions specified in this section. Leaves of absence shall not be used for strikes, walkouts, or any other form of concerted action.

ARTICLE XII TRANSFERS AND PROMOTIONS

12.1 Transfer Defined: A transfer is defined as a change in assignment from one work site to another (school site).

12.2 Voluntary Transfer: Unit members shall have the right to request a transfer. This should be done in writing and sent to the Superintendent's Office.

12.3 Involuntary Transfer: The District reserves the right to change unit members' job assignment from one school site to another. The unit member will be notified in writing not less than 40 5 days in advance of a transfer and given an opportunity to express his or her views on the proposed transfer. Upon request of the employee, the reason(s) for the transfer shall be committed to writing and placed in the personnel file. The final decision shall rest with the District.

12.4 Promotion Defined: A promotion is a raise in salary due to placement in a higher position classification (Range).

12.5 Consideration: After announcement of a position vacancy and prior to job vacancy notices being advertised outside of the District, unit members shall be given consideration in filling any job vacancy within the bargaining unit which can be considered

a promotion. The District may determine that a current unit member is not sufficiently qualified for the vacant position and choose to advertise the position outside. Unit members shall be given consideration in filling any job vacancy within the bargaining unit which would result in an extension of regular hours of employment. The District may decide that a current employee is not sufficiently qualified for the vacant position and choose to advertise the position.

12.6 Posting of Notices: Notice of all job vacancies within the bargaining unit shall be posted on bulletin boards at the Districts' work sites. The job vacancy notice shall remain posted for a period of three (3) full working days, during which time unit members may file for the vacancy. Any unit member who is on leave or layoff during the period of the posting shall be emailed a copy of the notice on the date the position is posted. If requested the notice shall be sent by First Class Mail.

12.7 Notice Contents: The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned shift times, days per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.

12.8 Filing: Any unit member may file for the vacancy by submitting a written notice to the Superintendent or designee within the filing period. Any unit member on leave or vacation may authorize his or her Association representative to file on the unit member's behalf.

ARTICLE XIII SAFETY CONDITIONS OF EMPLOYMENT

13.1 CAL/OSHA: The requirements for safe working conditions are established and maintained under the California Occupational Safety and Health Act of 1973 (CAL/OSHA). Enforcement and rules making authority is lodged with the Department of Industrial Relations. The Division of Industrial Safety has jurisdiction for inspection and the enforcement of standards; therefore, any disputes arising relating to CAL/OSHA requirements are exempted from the grievance process.

13.2 Report of Incident: Should a unit member be attacked, assaulted, or menaced by any person in the course of employment, the unit member shall report the incident to the immediate supervisor who shall promptly report the incident to the local law enforcement agency and the Superintendent. The District shall comply with any reasonable request by the unit member involved for information in its possession relating to the incident and the persons involved.

13.3 Report of Complaint: Any citizen or parent complaint about a unit member shall be reported immediately to the unit member in writing by the supervisor receiving the complaint, unless the complaint involves an allegation that the unit member has committed an unlawful act.

ARTICLE XIV PROFESSIONAL GROWTH

14.1 Purpose: The purpose of Professional Growth shall be to maintain a high standard of service by the classified staff, to provide training for unit members to gain new

skills and abilities, and to broaden their opportunities for promotion into higher classifications.

14.2 Eligibility: All permanent unit members are eligible to enter the professional growth program. Part-time unit members are eligible to enter the program, however, the stipends will be paid on a pro-rata basis.

14.3 Criteria for Stipends: Professional Growth stipends of \$250 for five semester units (or equivalent hours) may be achieved as follows:

14.3.1 Course Work: Course work may be taken from an accredited university, college, community college, adult education program, trade school, institute, lecture series and/or professional organization, as approved in advance by the District. Course work shall be related to improvement of performance in the position occupied by the unit member, or to meeting the promotional requirements of a District position.

14.3.2. Units: For course work from an educational institution, the units granted shall be the units designated by the institution for completion of the course. Three (3) quarter units shall equal two (2) semester units. For workshops presented by institutes, lecture series and/or professional organizations, eighteen (18) hours of class work shall equal one semester unit.

14.3.3. Courses must be completed with a grade of "C" or better to receive credit. Official transcripts are required. However, when an official transcript is not applicable, a certificate of satisfactory completion will be accepted in-lieu of a transcript. "Pass" or "Credit" is acceptable when letter grades are unavailable.

14.4 Special Activities: A unit member who attends an approved conference or workshop during non-duty time may receive professional growth credit if the unit member pays the tuition and all other costs, if any, and has received prior permission to take the course as provided by District procedure.

14.5 Qualifying for the Stipend: Unit members anticipating completion of five units (or equivalent hours) must notify the Superintendent's Office by June 1, to be eligible for the stipend commencing with the next fiscal year.

14.5.1 The District must give prior approval for members to be eligible to participate in this program in order to receive credit for course work leading toward the stipend. Approval shall be on a case by case basis and no approval shall set precedent.

14.5.2 Of the five semester units required for each professional growth stipend, three units must be earned by taking course work in an accredited university, college, community college or adult education program.

14.5.3 Unit members who have completed the requirements for an annual stipend shall be paid the stipend in 2 equal payments by November 15 and April 15.

14.5.4 Stipends shall be increased in \$250 increments. A maximum of one stipend can be earned in each school year. For full-time unit members a maximum of 4 stipends (\$1,000) can be earned. Part-time unit members will be eligible to earn a pro-rata stipend and a pro-rata amount of the maximum \$1,000 based on their hours of employment.

14.6 Approval Procedure: The following procedure must be followed in order to receive the Professional Growth Stipend.

14.6.1 The Professional Growth forms shall be available at each unit member's work site and shall be submitted to the Superintendent. The supervisor shall make a recommendation to the Superintendent prior to the Superintendent's decision.

14.6.2 It is the responsibility of the unit member to maintain his or her own file of report cards, transcripts or other acceptable certification of the courses completed.

14.6.3 The completed course approval form and copies of all records and verifications shall be submitted to the Superintendent's Office for certification and for placement in the unit member's personnel file prior to October 15. Failure to observe this time deadline shall cause the points to be held until the next fiscal year when the stipend will be granted.

14.6.4 The District shall review all course approval forms and notify the unit member as to the approval/disapproval of their request.

ARTICLE XV PERSONNEL FILE AND EVALUATION

15.1 Personnel Files: The personnel file of each unit member shall be maintained at the District Office.

15.2 Copies of Derogatory Material: Unit members shall be provided with copies of any derogatory written material before it is placed in the unit member's personnel file. The unit member shall be given an opportunity during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.

15.3 Right to Examine: A unit member shall have the right at any reasonable time without loss of pay to examine and/or obtain copies of any material from his or her personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the unit member involved.

15.4 Confidentiality: All personnel files shall be kept in confidence and shall be available for inspection when actually necessary in the proper administration of the District's affairs or the supervision of the unit member. Other than the Superintendent, his or her secretary, or the unit member's supervisor, the District shall keep a log indicating the persons who have examined a personnel file as well as the date such examinations were made. Such log and the unit member's personnel file shall be available for examination by the unit member or his or her Association representative, if authorized in writing by the unit member. The log shall be maintained in the unit member's personnel file.

15.5 Signature: Any person who places material in a unit member's file shall sign the material and indicate the date of such placement.

15.6 Right to Review, If Necessary, Remove: The unit member at any time may request the removal of specified material from his or her personnel file.

15.7 Probationary Period: Newly employed unit members shall serve a probationary period of one calendar year.

15.8 Evaluation Purposes and Principles: Performance evaluation is of prime importance to the employee and the evaluator and should serve the following purposes: (a) dictate level at which the employee is perceived as functioning, (b) identify employee strengths and weaknesses, (c) give recognition for good work, (d) identify areas where growth or improvement are needed and indicate how to do so, and (e) provide a written basis for permanency, promotion or other personnel action.

15.8.1 Schedule: Unit members shall be evaluated in accordance with the following schedule.

15.8.1.1 Probationary employees: normally prior to the end of the third, sixth, and eleventh month.

15.8.1.2 Permanent employees: once each year between March 1 and June 30.

15.8.2 Procedure to be Followed: Performance reports shall be made on forms prescribed by the District. Evaluations should be preceded by observation. Evaluations should be based upon observation and direct knowledge, and not upon unsubstantiated charges or rumors. No evaluation shall be based upon derogatory written materials where the unit member has not previously been given notice and opportunity to review and comment on, and have such comments attached to the material.

15.8.2.1 The immediate supervisor shall prepare the written performance evaluation report and discuss it with the unit member. Both the immediate supervisor and the unit member will sign the evaluation. Signature of the unit member means only that the unit member has received a copy of the evaluation. The unit member may submit written comments for attachment to the evaluation.

15.8.2.2 Copies of the evaluation together with any attachments will be distributed as follows: one copy to the unit member; one copy to the District Office/personnel file; one copy to the evaluator.

15.8.2.3 If any category on the performance report of a permanent employee is rated lower than "meets standard," the following will be included on the evaluation or in a separate document: (a) statement of the problem or concern, (b) the desired improvement, (c) suggestions as to how to improve, and (d) provisions for assisting the unit member.

15.8.2.4 If the unit member disagrees with the evaluation, they may request a review of the evaluation with the Superintendent. The decision of the Superintendent will be attached to the evaluation.

ARTICLE XVI DISCIPLINARY ACTION AND DISMISSAL PROCEDURES

16.1 Probationary Unit Members: The District may impose discipline up to and including dismissal on probationary unit members with or without prior warning and at any time deemed necessary by the District. The decision of the District shall be final and not subject to the grievance procedures of this Agreement.

16.2 The District may impose discipline or dismissal on permanent unit members when the work performance or behavior of the unit member is such that prior verbal and/or written warnings by the immediate supervisor have failed to result in a remediation of the unsatisfactory performance or behavior. The District may suspend with pay, suspend without pay, dock pay for absence without authority, or discipline unit members in other appropriate manners to correct or remediate a unit member's unsatisfactory performance or behavior. The District may dismiss permanent bargaining unit employees when the District has attempted to remediate unsatisfactory performance or behavior.

16.3 Right to Request Hearing: A unit member has the right to request an informal hearing with the Superintendent or designee prior to disciplinary action and/or dismissal. If requested, such a hearing will be held.

16.4 Emergency Suspension: The District retains the right to suspend a permanent unit member without warning when the health and welfare of students or other unit members is endangered by the continued presence of the unit member in the District.

16.5 Causes: Causes for disciplinary action shall include, but not be limited to the following:

16.5.1 Incompetence, inefficiency, inattention to or dereliction of duty, lack of ability, or failure to perform the assigned duties in a satisfactory manner.

16.5.2 Insubordination, failure to obey direction or observe rules of District officials, or willful and persistent violation of the provisions of District policies and the Education Code.

16.5.3 Conviction of any felony, conviction of a misdemeanor involving moral turpitude, dishonesty, immoral conduct, drunkenness on duty, addiction to or use of narcotics; or fraud in obtaining employment with this District.

16.5.4 Political activity during the assigned hours of duty.

16.5.5 Persistent discourteous treatment of the public or of fellow employees or other willful failure of good conduct tending to injure the public service.

16.5.6 Absence from duty without leave or prior administrative approval when required.

16.6 Procedure: With the notice of intent to suspend or dismiss, the unit member shall receive notice of the effective date of the intended action, a statement of the specific charges, and the date by which the unit member may respond either orally or in writing, and copies of documents and other materials which support the proposed action. The unit member has a right to request hearing with the Superintendent prior to any action.

16.6.1 Following the unit member's response, if any, a determination will be made by the District as to the appropriate disciplinary action, if any.

16.6.2 If the District determines action should be taken, the unit member shall receive in person, or by certified mail, notice of this determination accompanied by notice of the effective date of the action, a statement of the specific charges, copies of documents and other materials which support the action, and a statement advising the unit member of his or her right to a hearing wherein he or she shall have the right either to self-representation or to representation by a conferee, or legal counsel.

16.6.3 The unit member shall have five (5) work days following the delivery or mailing of this notice to request a hearing. If the unit member desires a hearing, he or she must sign a written request for such within five (5) work days following the delivery or mailing of the notice.

16.7 Non-grievability: The procedures provided for herein regarding discipline are intended to be exclusive and therefore shall take the place of access to the grievance procedures as set forth in Article XVII.

ARTICLE XVII GRIEVANCE PROCEDURE

17.1 Definitions:

17.1.1 Grievance: A grievance is a formal written allegation by a unit member who has been adversely affected by a violation of the specific provisions of this Agreement.

17.1.2 Grievant: The term "grievant" shall include either the unit member or the Association, whichever is applicable.

17.1.3 Workdays: The days and hours the District Office is open for business.

17.2 General Provisions: A unit member shall have the right to present a grievance in accordance with these procedures with or without representation, whichever is applicable. Nothing contained in this Article shall be construed to prevent the unit member from discussing a problem with his or her immediate supervisor and having it resolved without filing a grievance as provided herein. However, when a unit member carries a grievance to Level II without Association representation, the Association shall be relieved of all obligation in the matter.

17.2.1 The failure of the grievant to act within the prescribed time limits stated in that Article will act as a bar to any further appeal. The failure of the District to give a decision within the time limits shall permit the grievant to proceed to the next step.

17.2.2 In any instance where the Association is not represented in a grievance, the Association will be notified of the intended disposition of the grievance ten (10) work days prior to final action by the District in order to determine if the intended disposition is consistent with terms of the Agreement.

17.2.3 Hearings and conferences under this procedure shall be conducted at a time and place which will afford an opportunity for all persons entitled to be present to attend and will be held, insofar as possible, during the hours the District Office is open for business. When such hearings and conferences are held at the request of the District during the regular work day, all unit members whose presence is required shall be released without loss of pay for those hours they are required to attend such hearing or conference. However, the District will not release without loss of pay more than one (1) representative per grievance.

17.2.4 Any investigation or other handling or processing of a grievance by a grievant or the Association shall be conducted so as to result in no interference with or interruption of the instructional program or regular work flow.

17.2.5 One Association representative shall be afforded reasonable time off for investigation of grievances, limited to amount of time necessary, not to exceed five (5) work days total released time per year. Three (3) days' notice to the unit member's supervisor shall be provided by the Association representative when requesting release time to investigate a grievance.

17.2.6 Separate Grievance File: Unless materials relate to a unit member's job conduct or performance, they should be kept in a file separate from the unit member's personnel file, which shall be available for inspection only by the unit member, the Association's representative and those management, supervisory and confidential employees directly involved in the grievance procedure. No adverse action shall occur against a unit member as a result of his or her filing a grievance.

17.3 Levels in the Grievance Procedure:

17.3.1 Informal Level: Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor. In the event that the first informal conference does not resolve the grievance, there shall be a conference between the Association's designated representative per Section 3.1.5 and the grievant's immediate supervisor in an attempt to resolve the grievance.

17.3.2 Level One: Within ten (10) workdays after the occurrence of the act or omission giving rise to the grievance, the grievant must present such matter in writing to the immediate supervisor. The written grievance shall be a clear, concise statement of the grievance, the Article of the Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal level per section 17.3.1 and the specific remedy sought. Either party may request a meeting to review the grievance. A response in writing by the immediate supervisor will be made within fifteen (15) work days after submission of the Level One grievance.

17.3.3 Level Two: If the grievance is not resolved in Level One, the grievant may appeal the decision in writing to the Superintendent or designee within ten (10) work days following disposition in Level One. The written appeal shall include a copy of the original grievance, the decision and reasons for the decision rendered at Level One, and a clear, concise statement of the reason(s) for the appeal. The Superintendent or designee shall meet with the grievant in an attempt to resolve the grievance. Such meeting shall be within ten (10) work days after submission of the grievance at Level Two. A written response shall be made within five (5) work days after the meeting.

17.3.4 Level Three: If a grievant is not satisfied with the decision in Level Two, the grievant may request the Association to proceed. Within ten (10) work days after receipt of the Superintendent's or designee's reply, the grievant, through the Association, may submit a written notice to the District of its intent to submit the grievance to a hearing officer. Within ten (10) work days following receipt of the Association's notice of intent to submit the grievance to a hearing officer, the District shall meet with the Association

and agree on s election of a hearing officer. I f the District and the Association cannot agree on a hearing officer within five (5) work days, the District shall then request the California State Mediation and Conciliation Service to provide a list of seven (7) hearing officers from which the parties shall strike alternately until only one (1) name remains, with the first strike determined by a flip of a coin. The remaining name shall be the hearing officer. All hearings shall be held within the boundaries of the District. The cost of the hearing officer's services shall be borne equally between the Association and the District. The hearing officer shall have no authority to add to, subtract from, or to change any of the terms and conditions of this Agreement. T he hearing officer's decision must be bas ed upon the hearing officer's interpretation of meaning of application of the language of the Agreement.

17.3.5 Level Four: The final decision shall be made by the Board of Trustees to whom the decision of the hearing officer shall be advisory.

17.4 Waivers: Any of the time limits set forth in this Article may be waived by written agreement between the Parties.

ARTICLE XVIII CONTRACTING WORK

18.1 The Association will be notified in writing if the District determines to contract out for service that regularly would be provided by a classified employee.

18.2 If the District anticipates entering into a vendor contract that it believes will result in a unit member layoff, the District shall consult with the Association prior to letting the contract.

ARTICLE XIX CONCERTED ACTIVITIES

19.1 It is agreed and understood that there will be no strike, work stoppage, or slow down, or any concerted action or other interference with the operations of the District by the Association or by its officers, agents, or unit members during the term of this Agreement, including compliance with the request of other employee organizations to engage in such activity.

19.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so. In the event of a strike, work stoppage, slow-down, concerted actions, or other interference with the operations of the District by unit members, the Association agrees in good faith to take all necessary steps to cause those unit members to cease such action.

19.3 The District agrees that it shall not engage in a lockout of unit members during the term of this Agreement. The term "lockout" is intended to cover a situation where the District refuses to permit unit members to work in an ef fort to obtain bargaining concessions from the Association.

**ARTICLE XX
SEVERABILITY AND SAVINGS PROVISION**

20.1 Each section, part, term, and provision of the Agreement shall be considered severable. If, for any reason, any section, part, term or provision herein is determined to be invalid and contrary to, or in conflict with any existing or future law or regulation of a court or agency having valid jurisdiction, such determination shall not impair the operation or affect the remaining portions, sections, parts, terms or provisions of this Agreement, and the latter will continue to be given full force and effect and bind the Parties hereto. The invalid section, part, term, or provision shall be deemed not to be a part of this Agreement, and subject to immediate negotiation.

**ARTICLE XXI
EFFECT OF AGREEMENT**

21.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practice and procedures and over State laws to the extent permitted by State law, and that in the absence of specific provisions in this Agreement, District practices and procedures are discretionary. This written Agreement sets forth the full and complete agreement between the Parties concerning the subject matter hereof and supersedes all prior informal or formal agreements thereon. There are no valid or binding representations, inducements, promises, or agreements, oral or otherwise, between the Parties that are not embodied herein.

**ARTICLE XXII
COMPLETION OF NEGOTIATIONS**

22.1 During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject matter whether referred to or covered in this Agreement or not, even though each subject or matter may not have been with the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated the Agreement, and even though such subjects or matters were proposed and later withdrawn.

**ARTICLE XXIII
TERM OF AGREEMENT**

23.1 This Agreement shall remain in full force and effect up to and including June 30, 2013, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no later than June 1, nor earlier than May 1 of its request to modify, amend, or terminate the Agreement. Negotiations will begin as soon as the public notice requirements have been met.

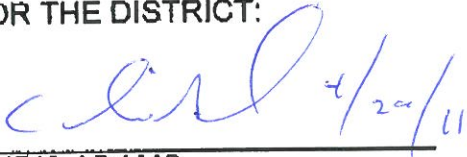
23.1.1 The District and the Association agree to reopen negotiations for the 2011-2012 school year on the salary schedule attached as Appendix A.1 and fringe benefits as described in Paragraph 7.1 of Article VII, of this Agreement, one other article of the District's choice, and one other article of the Association's choice.

23.1.2

The District and the Association agree to reopen negotiations for the 2012-2013 school year on the salary schedule attached as Appendix A.1 and fringe benefits as described in Paragraph 7.1 of Article VII, of this Agreement, up to two other articles of the District's choice, and up to two other articles of the Association's choice.

RECOMMENDED FOR RATIFICATION

FOR THE DISTRICT:

Handwritten signature in blue ink, appearing to read 'C Adams', with the date '4/29/11' written to the right.

CHRIS ADAMS
District Superintendent

FOR THE ASSOCIATION:

Handwritten signature in blue ink, appearing to read 'Matthew L. Gentile', with the date '4-29-11' written to the right.

MATTHEW L. GENTILE
Labor Relations Representative
California School Employees
Association

Handwritten signature in blue ink, appearing to read 'Rocky Fordyce'.

ROCKY FORDYCE
Bargaining Team

Date: 4-29-11

RATIFIED AND ACCEPTED

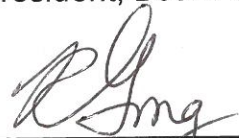
By their signatures below, the signatories certify that they are the authorized representatives of either the District or the Association as the contracting parties; that all actions necessary for the District or the Association to ratify and accept this Agreement as a binding and bilateral agreement have been completed in the manner required by that party and the law; and that this Agreement is hereby entered into without the need for further ratification and acceptance.

COAST UNIFIED SCHOOL DISTRICT

CSEA NORTH COAST CHAPTER #492

By: 
CINDY FRATTO
President, Board of Trustees

By: 
ROCKY FORDYCE
President

By: 
ROBERT GONG
Clerk, Board of Trustees

Date: 5-25-11

Date: 5/19/11

Appendix A CLASSIFIED JOB POSITIONS

<u>Range No.</u>	<u>Title</u>
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Instructional Series

3	Piano Accompanist
3	Project Aide
5	Instructional Aide
9	Library Media Clerk
16	Library Media Specialist

Food Service Series

3	Food Service 1
7	Food Service 2
10	Food Service 3

Clerical/Fiscal Series

2	Substitute Caller
5	Clerk Typist
9	School Clerk
9	Account Clerk 1
10	Athletic Director/Campus Supervisor
11	Account Clerk 2
12	Account Clerk 3
12	School Secretary
12	Secretary/Registrar

Maintenance/Operations Series

7	Custodian
10	Grounds Worker
12	Maintenance
14	Maintenance Specialist

Technology Series

21	Computer Support Technician
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Transportation Series

12	Bus Driver
21	Bus Driver/Trainer/Mechanic

Appendix A-1
CLASSIFIED SALARY SCHEDULE 2010-2011
 Effective July1, 2008

RANGE	A	B	C	D	E	F	G
1	\$11.29	\$11.85	\$12.44	\$13.06	\$13.72	\$14.40	\$15.12
	\$1,956	\$2,054	\$2,157	\$2,265	\$2,378	\$2,497	\$2,621
	\$23,474	\$24,648	\$25,880	\$27,174	\$28,533	\$29,960	\$31,458
2	\$11.57	\$12.15	\$12.75	\$13.39	\$14.06	\$14.76	\$15.50
	\$2,005	\$2,105	\$2,211	\$2,321	\$2,437	\$2,559	\$2,687
	\$24,061	\$25,264	\$26,527	\$27,854	\$29,246	\$30,709	\$32,244
3	\$11.86	\$12.45	\$13.07	\$13.73	\$14.41	\$15.13	\$15.89
	\$2,055	\$2,158	\$2,266	\$2,379	\$2,498	\$2,623	\$2,754
	\$24,662	\$25,896	\$27,191	\$28,550	\$29,977	\$31,476	\$33,050
4	\$12.15	\$12.76	\$13.40	\$14.07	\$14.77	\$15.51	\$16.29
	\$2,107	\$2,212	\$2,323	\$2,439	\$2,561	\$2,689	\$2,823
	\$25,279	\$26,543	\$27,870	\$29,264	\$30,727	\$32,263	\$33,876
5	\$12.46	\$13.08	\$13.73	\$14.42	\$15.14	\$15.90	\$16.69
	\$2,159	\$2,267	\$2,381	\$2,500	\$2,625	\$2,756	\$2,894
	\$25,911	\$27,207	\$28,567	\$29,995	\$31,495	\$33,070	\$34,723
6	\$12.77	\$13.41	\$14.08	\$14.78	\$15.52	\$16.30	\$17.11
	\$2,213	\$2,324	\$2,440	\$2,562	\$2,690	\$2,825	\$2,966
	\$26,559	\$27,887	\$29,281	\$30,745	\$32,282	\$33,896	\$35,591
7	\$13.09	\$13.74	\$14.43	\$15.15	\$15.91	\$16.70	\$17.54
	\$2,269	\$2,382	\$2,501	\$2,626	\$2,757	\$2,895	\$3,040
	\$27,223	\$28,584	\$30,013	\$31,514	\$33,090	\$34,744	\$36,481
8	\$13.42	\$14.09	\$14.79	\$15.53	\$16.31	\$17.12	\$17.98
	\$2,325	\$2,442	\$2,564	\$2,692	\$2,826	\$2,968	\$3,116
	\$27,903	\$29,298	\$30,763	\$32,302	\$33,917	\$35,612	\$37,393
9	\$13.75	\$14.44	\$15.16	\$15.92	\$16.71	\$17.55	\$18.43
	\$2,383	\$2,503	\$2,628	\$2,759	\$2,897	\$3,042	\$3,194
	\$28,601	\$30,031	\$31,532	\$33,109	\$34,765	\$36,503	\$38,328
10	\$14.09	\$14.80	\$15.54	\$16.32	\$17.13	\$17.99	\$18.89
	\$2,443	\$2,565	\$2,693	\$2,828	\$2,969	\$3,118	\$3,274
	\$29,316	\$30,782	\$32,321	\$33,937	\$35,634	\$37,415	\$39,286

11	\$14.45	\$15.17	\$15.93	\$16.72	\$17.56	\$18.44	\$19.36
	\$2,504	\$2,629	\$2,761	\$2,899	\$3,044	\$3,196	\$3,356
	\$30,049	\$31,551	\$33,129	\$34,785	\$36,525	\$38,351	\$40,268
12	\$14.81	\$15.55	\$16.33	\$17.14	\$18.00	\$18.90	\$19.84
	\$2,567	\$2,695	\$2,830	\$2,971	\$3,120	\$3,276	\$3,440
	\$30,800	\$32,340	\$33,957	\$35,655	\$37,438	\$39,309	\$41,275
13	\$15.18	\$15.94	\$16.73	\$17.57	\$18.45	\$19.37	\$20.34
	\$2,631	\$2,762	\$2,900	\$3,046	\$3,198	\$3,358	\$3,526
	\$31,570	\$33,149	\$34,806	\$36,546	\$38,374	\$40,293	\$42,307
14	\$15.56	\$16.34	\$17.15	\$18.01	\$18.91	\$19.86	\$20.85
	\$2,697	\$2,831	\$2,973	\$3,122	\$3,278	\$3,442	\$3,614
	\$32,359	\$33,977	\$35,676	\$37,460	\$39,333	\$41,300	\$43,365
15	\$15.95	\$16.74	\$17.58	\$18.46	\$19.38	\$20.35	\$21.37
	\$2,764	\$2,902	\$3,047	\$3,200	\$3,360	\$3,528	\$3,704
	\$33,168	\$34,827	\$36,568	\$38,396	\$40,316	\$42,332	\$44,449
16	\$16.34	\$17.16	\$18.02	\$18.92	\$19.87	\$20.86	\$21.90
	\$2,833	\$2,975	\$3,124	\$3,280	\$3,444	\$3,616	\$3,797
	\$33,997	\$35,697	\$37,482	\$39,356	\$41,324	\$43,390	\$45,560
17	\$16.75	\$17.59	\$18.47	\$19.39	\$20.36	\$21.38	\$22.45
	\$2,904	\$3,049	\$3,202	\$3,362	\$3,530	\$3,706	\$3,892
	\$34,847	\$36,590	\$38,419	\$40,341	\$42,357	\$44,475	\$46,699
18	\$17.17	\$18.03	\$18.93	\$19.88	\$20.87	\$21.92	\$23.01
	\$2,977	\$3,125	\$3,282	\$3,446	\$3,618	\$3,799	\$3,989
	\$35,719	\$37,505	\$39,380	\$41,349	\$43,416	\$45,587	\$47,866
19	\$17.60	\$18.48	\$19.41	\$20.38	\$21.39	\$22.46	\$23.59
	\$3,051	\$3,204	\$3,364	\$3,532	\$3,708	\$3,894	\$4,089
	\$36,612	\$38,442	\$40,364	\$42,382	\$44,502	\$46,727	\$49,063
20	\$18.04	\$18.94	\$19.89	\$20.89	\$21.93	\$23.03	\$24.18
	\$3,127	\$3,284	\$3,448	\$3,620	\$3,801	\$3,991	\$4,191
	\$37,527	\$39,403	\$41,374	\$43,442	\$45,614	\$47,895	\$50,290
21	\$18.49	\$19.42	\$20.39	\$21.41	\$22.48	\$23.60	\$24.78
	\$3,205	\$3,366	\$3,534	\$3,711	\$3,896	\$4,091	\$4,296
	\$38,465	\$40,389	\$42,408	\$44,528	\$46,754	\$49,092	\$51,547

RANGE: Refers to the position's salary classification on salary scale in reference to all other positions.
STEP: Represents changes in a Salary due to years of experience in the classification

NOTE: 2.5% BETWEEN RANGES; 5% BETWEEN ALL STEPS-
Classified salary schedule effective July 1, 2010 for the 2010-2011 school year.
0% increase on the Classified Salary Schedule effective July 1, 2010 for the 2010-2011
school year.