



SAUGUS
Union School District
Excellence in Elementary Education



California School
Employees Association

AGREEMENT

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 112

and

SAUGUS UNION SCHOOL DISTRICT

In Effect
July 1, 2016 through June 30, 2019

Know your rights.

If a supervisor calls you into a meeting, you may have reason to have your union representative present.

These are your rights:

- You have the right to know the purpose or subject of the meeting.
- If you think the meeting might lead to discipline, reprimand, or dismissal, you have the right to union representation.
- Immediately notify your job steward or other union representative of your meeting with management.
- If the purpose of the meeting is investigatory and could lead to discipline and you have requested union representation, the employer must stop the meeting or reschedule it until a representative is present.
- You must ask for union representation. The employer does not have to advise you of your rights.
- If you request union representation and it is denied, you have the right to refuse to answer any questions that could be used against you. However, do NOT refuse to attend the meeting. CONTACT your representative immediately.

Remember, you must request your right to union representation.

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Article 1 - CSEA/Saugus Chapter 112 Agreement

This is a bilateral and binding agreement made and entered into June 1, 2016, between the California School Employees Association and its Saugus Chapter #112 and the Saugus Union School District to take effect on July 1, 2016 through June 30, 2019.

Article 2 - Recognition

The District hereby acknowledges that CSEA is the exclusive bargaining representative for all classified positions listed in *Appendix A*.

All newly created positions, except temporary employees, substitutes, school-age caregivers, confidential and classified management, shall be assigned to the bargaining unit.

The determination of management, confidential, or supervisory employees shall be made by mutual agreement between the District and CSEA. Disputed cases shall be submitted to the Public Employment Relations Board (PERB) for resolution.

Article 3 - Definitions

Employee

An employee includes those individuals included in the job titles specified in Article 2.

Full-Time Employee

A full-time employee works eight (8) hours per day and forty (40) hours per week.

Regular Part-time Employee

A regular part-time employee is an employee on a regular assignment, working one (1) hour or more, but less than eight (8) hours per day and forty (40) hours per week.

Probationary Employee

Beginning July 1, 2016, any employee of the classified service who has served successfully for twelve (12) months as a probationary employee shall be designated a permanent employee of the District.

Immediate Family

The term "immediate family" is defined as mother, father, grandmother, grandfather or a grandchild of the employee or of the spouse of the employee, and the spouse, registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee.

Seniority

Seniority for all members in this unit shall be determined by date of hire. *For clarification purposes, refer to Article 25 - Layoff, Reduction of Work, and Re- Employment.

Day

Day shall mean any day in which the central administrative office of the District is open for business

Article 4 - Negotiations Procedures

Notification and Public Notice

4.1 Beginning 2005/2006 school year, if either party desires to alter or amend this Agreement, it shall, no later than March 1 prior to the termination set forth under the Term Article, provide written notice and a proposal to the other party of said desire and the nature of the amendments and cause the public notice provisions of the law to be fulfilled.

Commencement of Negotiations

- 4.2** Within ten (10) days of satisfaction of the public notice requirement, and not later than forty-five (45) days following submission of the proposal, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.

Release Time for Negotiations:

- 4.3** CSEA shall have the right to designate five (5) employees, who shall be given reasonable release time to prepare for and participate in negotiations.

Ratification of Additions or Changes:

- 4.4** Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

Article 5 - Association Rights

- 5.1** CSEA shall have all rights afforded the Exclusive Bargaining Representative by the Education Employment Relations Act (SB 160 RODDA) in addition to the rights contained in any other portion of this Agreement, including, but not limited to:

- 5.2** The right to review employee's personnel files and any other records dealing with employees when accompanied by the employee or upon presentation of a written authorization signed by the employee.

- 5.3** The right to receive upon request, without cost, copies of any and all materials related to wages, hours and other terms and conditions of employment which are relevant for CSEA to fulfill its duties and obligations as the exclusive representative of bargaining unit employees covered by this Agreement.

- 5.4** The right to review, at reasonable times, any material in the possession of or produced by the District which relates to wages, hours and other terms and conditions of employment for bargaining unit employees.

- 5.5** The Association will be granted up to fifty (50) days of paid release time per year to be distributed, among designated representatives, for either local or state conferences or for conducting Association business (local, and/or State), excluding grievance handling, negotiations, and other meetings between CSEA and the District.

The District will give CSEA an additional thirty (30) days of CSEA paid release time upon request. CSEA will reimburse the District for the cost of a substitute. CSEA asks that the invoice for this release time is issued by the District within ninety (90) days of the release.

- 5.6** A committee, consisting of District administration and at least two (2) members of the CSEA Unit, will be formed whenever job descriptions are to be reviewed.

- 5.7** The Association and its members will have the right to make use of school equipment, buildings and facilities, when not otherwise in use. Any accrued expenses will be paid by the Association. The District has the right to rescind such agreement during a work stoppage.

The Association will have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one (1) of which will be provided in each work site frequented by bargaining unit members. The Association may use the District mail service and bargaining unit member mailboxes for communications to unit members.

Names, job classifications, site locations, home addresses and telephone numbers of all District bargaining unit members will be provided without cost to the Association at least once a year upon request.

- 5.8** Unit members may be granted unpaid release time to attend monthly chapter meetings once per month for up to 2 hours. For chapter meetings that occur after 4:00 p.m., a unit member and his/her supervisor may mutually agree to adjust the work schedule in order to avoid a loss of paid time. The unit member must request the adjustment no later than five (5) days in advance.

Article 6 - Management Rights

It is understood and agreed that the District retain all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to those duties and powers, are the exclusive right to: determine its organization; determine the kinds and levels of services to be provided, and the methods and means of providing them; maintain the efficiency of District operations.

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

Article 7 - Organizational Security

It is the mutual intention of the parties that the provisions of this Article protect the rights of individual unit members without restricting the Association's right to require every unit member, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities.

- 7.1** The District and Association recognizes the right of the employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join and participate in employee organization activities.
- 7.2** The Association shall have the sole and exclusive right to have membership dues deducted for Association members covered by this Agreement with the District. Remittance shall be made by the District to the Association within fifteen (15) working days of the deduction as set forth in 7.3.
- 7.3** Any unit member who is a member of the Association or who has applied for membership, may sign and deliver to the District, through the Association, a monthly payroll deduction assignment form authorizing deduction of Association membership dues in the amount authorized by the unit member. Such written authorization for deduction must be received by the District before the tenth (10th) day of the current month in order to take effect during the current pay period.
- 7.4** With respect to all sums deducted by the District pursuant to authorization of the employee for membership dues, the District agrees to promptly remit such monies to the Association accompanied by an alphabetical list of employees for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.
- 7.5** Upon appropriate written authorization from the unit members, the District shall deduct from the salary of any unit member and make appropriate remittance for credit union, savings bonds, charitable donations, or any other plans or programs mutually approved by the District and CSEA. Bargaining unit members shall be accorded the right to other deductions as specified in the Education Code, except where CSEA has legal right to take unilateral action.
- 7.6** Agency Shop: Except as expressly exempted herein, employees in the bargaining unit who do not maintain membership in good standing in CSEA are required, as a condition of continued

employment, to pay service fees to CSEA, in amounts that do not exceed the periodic dues of CSEA, for the duration of this Agreement.

No employee shall be obligated to pay dues or service fees to CSEA until the first of the month following 30 calendar days after the employee first comes into the bargaining unit.

Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to CSEA as a condition of employment. However, such employee shall be required, in lieu of a service fee required by this Agreement, to pay sums equal to such service fee to one (1) of the following non-religious, non-labor organization, charitable funds exempt for taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code: *Food Pantry, Battered Women of the SCV, or the American Cancer Society.*

Any employee claiming this religious exemption shall, as a condition of continued exemption from the requirement of paying service fees to CSEA, furnish CSEA with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payments.

CSEA has the sole and exclusive right to have employee organization membership dues and service fees deducted by the employer for employees in the bargaining unit.

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

The employer shall, without charge, pay to CSEA within 15 days of the deduction all sums so deducted, except that the employer shall pay to the designated charity sums deducted in lieu of service fees from the wages of employees who qualify for the religious exemption pursuant to this Agreement.

Along with each monthly payment to CSEA, the employer shall, without charge, furnish CSEA with an alphabetical list of all employees in the bargaining unit, identifying them by name, social security number, months per year in paid status and annual salary, and indicating the amount deducted, if any, and whether such deduction is for dues, service fees or charitable contributions.

Nothing contained herein shall prohibit an employee from paying service fees directly to CSEA.

The employer shall immediately notify the CSEA chapter treasurer if any member of the bargaining unit revokes a dues, service fee or payment in lieu of service fee deduction authorization.

The employer shall deduct and pay to CSEA service fees for each bargaining unit employee who is not a CSEA member in good standing and who is obligated to pay such fees, pursuant to this Agreement, unless CSEA notifies the employer that the employee is paying such fees directly to CSEA. A payroll deduction authorization form shall not be required for such deductions.

Hold Harmless Provision

CSEA agrees to reimburse the employer, its officers and agents for reasonable attorney's fees and legal costs incurred after notice to CSEA in defending against any court or administrative action challenging the legality of the organizational security provisions of this Agreement or the implementation thereof.

CSEA agrees to reimburse the employer, its officers and agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organizational security provisions of this Agreement or the implementation thereof, provided the employer has complied with the terms of this Article and has promptly notified CSEA of its awareness of such an action.

CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

Article 8 - Personnel Files

- 8.1** The personnel file of each employee shall be maintained at the District's central administration office. No disciplinary action of any kind shall be taken against an employee based upon materials which are not in the personnel file.
- 8.2** An employee shall have the right to examine and/or obtain copies of any material from the employee's personnel file during District Office hours. Such material is not to include ratings, reports, or records which were obtained prior to the employment of the person involved, or were prepared by identifiable examination committee members, or were obtained in connection with a promotional examination.
- 8.3** All personnel files shall be kept in confidence and shall be available for inspection by the employee and authorized administrative employees of the District when necessary in the proper administration of the District's affairs.
- 8.4** CSEA shall have the right to review employee's personnel files and any other records dealing with employees when accompanied by the employee or on presentation of a written authorization signed by the employee.
- 8.5** Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement and a copy be sent to the employee.
- 8.6** Material derogatory to an employee's conduct, service, character, or personality shall not be entered in an employee's personnel file unless and until the employee and his/her immediate supervisor are given notice and an opportunity to review, comment, and to have such comments attached to the material in question. The employee shall be given a copy of the material and shall acknowledge that he/she has read such material by affixing his/her signature and the date on the actual copy to be filed, with the understanding that his/her signature signifies only that he/she has read the material and does not necessarily indicate agreement with its contents. If the employee refuses to sign the material, a note will be made of such refusal and the material will be placed in the personnel file. The employee's review of and response to such derogatory material shall take place during normal working hours, and the employee shall be released from duty for this purpose, if necessary, without loss of pay.
- 8.7** 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 employee's personnel file shall be available for examination by the employee or his/her CSEA Representative if authorized by the employee. The log shall be maintained in the employee's personnel file.

Article 9 - Grievance Procedure

- 9.1** The Association may designate Association Representatives from among employees in the bargaining unit for the sole purpose of promoting a harmonious relationship between the District and the employees with respect to the administration of the Agreement. The Association shall notify the District in writing of the names of Association Representatives and any changes. An Association Representative may participate in processing grievances; the purpose being to effect the settlement of problems at the lowest level of supervision, provided, however, that such Representative may not leave his/her normal work area for this purpose except during reasonable times and after arrangement with his/her supervisor.
- 9.2** Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisor level. The District and the Association agree that every effort shall be made by the District and the aggrieved party to settle grievances at the lowest possible level. The filing of a grievance shall not reflect unfavorably upon the grievant or the supervisor with whom it may be filed.
- 9.3** The formal grievance procedure shall not preclude an employee from scheduling an informal meeting with his/her supervisor, the Superintendent, or designee, or communicating in writing with the Board of Trustees if the employee has a problem or complaint.
- 9.4** All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. The grievant shall have access to all grievance documents in such file.
- 9.5** **Definitions**
- 9.5.1** A "grievance" shall mean a written complaint by an employee, a group of employees, or the Union of a violation or misinterpretation of this Agreement.
- 9.5.2** A "District grievance form" shall mean a District-provided form completed in writing.
- 9.6** **Procedure**
- 9.6.1** Every grievance when reduced to writing shall contain a clear and concise statement of the claimed act(s), omission(s), or misinterpretation(s) which gave rise to the grievance, article(s) or provision(s) of the Agreement which is claimed to have been violated, and a statement of the remedy sought.
- 9.6.2** Within fifteen (15) days following knowledge of the act or condition which is the basis of the grievance, an employee, a group of employees, or the Union may file a grievance at the appropriate step. The grievant shall be entitled to Association representation at all levels of this procedure. However, nothing precludes a grievant from processing a grievance without association representation if he/she so desires.
- 9.6.3** If the grievance involves employees with different immediate supervisors, the grievance may be filed at Level II.
- 9.7** **Grievance Levels**
- 9.7.1** **Level I:** The immediate supervisor, or designee, shall communicate his/her decision to the grievant in writing within ten (10) days after receiving the grievance.
- 9.7.2** **Level II:** If the grievant is not satisfied with the decision at Level I, he/she may appeal the decision, on the appropriate form, to the Human Resources Administrator, or designee, within ten (10) working days after the receipt of the decision. The Human Resources Administrator, or

designee, shall communicate his/her decision to the grievant in writing ten (10) days after receiving the grievance.

9.7.3 Level III: Binding Arbitration: If the grievant is not satisfied with the decision at Level II, within ten (10) days after receiving the decision, the unit member may request in writing that the Association submit the grievance to arbitration. The Association, by written notice to the Superintendent within fifteen (15) working days after receipt of the request from the grievant, may submit the grievance to binding arbitration. If any questions arise as to the arbitrability of the grievance, such questions shall be ruled upon by the Arbitrator after a hearing on the arbitrability question(s). If the grievance is ruled to be arbitrable, the hearing on the merits of the grievance shall follow immediately.

The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) working days of the Association's submission of the grievance to arbitration, submission shall be made to the American Arbitration Association to supply a panel of seven (7) arbitrators. Within ten (10) days of receiving such panel of names, each party shall alternately strike a name until only one (1) remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by a flip of a coin.

The parties and the arbitrator shall be bound by, and the arbitrator shall follow, the Voluntary Labor Arbitration Rules of the American Arbitration Association. Upon mutual agreement, the Association and the District may request that the arbitrator follow the "Expedited Labor Arbitration Rules of the American Arbitration Association."

The arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which required the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Superintendent and the Association and shall be final and binding upon the parties to this Agreement. The arbitrator shall have no power to render an award on any grievance filed on an action or inaction by the District which occurred after the term of this Agreement. However, this Article shall remain in effect during the negotiations process with the Association of any successor Agreement.

The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted. If the parties cannot agree upon a written submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, or regulations and procedures of the District.

After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties the findings and recommendations.

9.8 Grievance Form - see *Appendix J*

Article 10 -Hours of Employment

10.1 Work Week

- 10.1.1 A work week shall consist of five (5) consecutive days, forty (40) hours per week rendered in units of eight (8) hours. This shall apply to all employees averaging four (4) hours or more per day.
- 10.1.2 The District retains the right to extend temporarily the regular work day or work week when it is deemed necessary to carry out the District's business.

10.2 Work Day

- 10.2.1 The work day for all employees shall be established and regularly fixed by the District in order to meet the District's educational goals and objectives and to function in an organized, efficient manner.
- 10.2.2 A work day shall be in increments of eight (8) hours for full-time employees and in increments of less than eight (8) hours and at least one-half (.5) hour for employees working part-time.
- 10.2.3 **All unit members whose work hours exceed their daily regular scheduled hours due to an emergency or any unforeseen circumstance, shall be granted additional time as needed. In the event this occurs; the unit member will notify their immediate supervisor as soon as it is feasible.**

10.3 Pupil Free Day

On any school day during which pupils would otherwise have been in attendance but are not and for which certificated personnel receive regular pay, classified personnel shall also receive regular pay ~~whether or not they are required to report for duty that day.~~ **for working their regularly scheduled hours.**

10.4 Lunch Period

A non-compensated duty free lunch of not less than thirty (30) or more than sixty (60) minutes, shall be provided to all employees working at least six (6) consecutive hours. The lunch period shall be scheduled by the immediate supervisor near the midpoint (3 1/2 to 5 hours) of each work shift.

Notwithstanding the above, by mutual agreement of the supervisor and the unit member, employees scheduled for six (6) hours may elect to forego their unpaid half hour lunch break and conclude their work day after six (6) hours.

10.5 Rest Period

All unit members are entitled to a fifteen (15) minute compensated rest period for each four (4) hour period of service. The rest period shall be scheduled by supervisor at or near the midpoint of each four (4) hour period of service.

10.6 Overtime

- 10.6.1 Overtime compensation shall be provided to employees who are directed by their immediate supervisor to work in excess of eight (8) hours in any one (1) day, or in excess of forty (40) hours in a calendar week. The employee shall be compensated equal to time and one-half of the regular rate of pay.
- 10.6.2 Double time will be paid for all hours authorized and worked in excess of twelve (12) hours in any day and in excess of eight (8) hours on the seventh work day in any work week.

- 10.6.3** Employees excused from work because of holidays, sick leave, vacation, compensatory time or other paid leave of absence shall be allowed to utilize the time off as time worked for the purpose of computing the number of hours worked for overtime compensation.
- 10.6.4** Employees directed and authorized by the immediate supervisor and who provide service to the District for five (5) consecutive work days averaging four (4) hours or more per day shall be compensated on the sixth (6th) and seventh (7th) day following the commencement of the work week at the rate of time and one-half of the employee's regular rate of pay.
- 10.6.5** Employees authorized to take compensatory time off in lieu of cash compensation for authorized overtime shall take the compensatory time off within twelve (12) calendar months following the month the overtime service was rendered, at a mutually agreeable time. Compensatory time off shall be granted at the appropriate rate of overtime. If emergencies or time constraints prevent the employee from taking compensatory time off, the District shall pay the employee by check at the proper overtime rate. Each supervisor will keep a written record of compensatory time earned and used, **Timesheet** - see *Appendix C*
- 10.7** **Distribution of Overtime**
- 10.7.1** Overtime shall be distributed as equally as possible to qualified employees in the bargaining unit within each classification or job site.
- 10.7.2** Refusal by an employee in the bargaining unit of any overtime assignment shall not waive his/her right under this section to be offered any subsequent overtime assignment.
- 10.8** **Shift Differential Compensation**
- 10.8.1** All full-time employees in the bargaining unit whose assigned work shift commences between 1:00 p.m. and 12:00 a.m. shall be paid a shift differential premium of \$50.00 monthly above the regular rate of pay.
- 10.8.2** An employee who received a shift differential premium on the basis of his/her shift shall suffer no reduction in pay, including differential, when assigned temporarily to a day shift.
- 10.9** **Minimum Call-In Time**
- 10.9.1** Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay.
- 10.9.2** The employee shall be reimbursed for mileage at the approved rate if the employee is required to utilize his/her vehicle to remedy an emergency.
- 10.10** **Minimum Call-Back Time**
- 10.10.1** Any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the overtime rate, irrespective of the actual time less than that required to be worked.
- 10.10.2** The employee shall be reimbursed for mileage at the approved rate if the employee is required to utilize his/her vehicle to remedy an emergency.
- 10.10.3** **Working Out of Classification**
- Classified employees shall not be required to perform duties which are not fixed and prescribed for the position by the District in accordance with Education Code Section 45109, unless the duties reasonably relate to those fixed for the position by the District, for any period of time which exceeds five (5) working days within a 15-calendar-day period except as authorized herein.

An employee may be required to perform duties inconsistent with those assigned to the position by the District for a period of more than five (5) working days provided that his salary is adjusted upward for the entire period he is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside his/her normal assigned duties.

10.11 Declared Emergency/Natural Disaster

- When it is determined by the District that emergency conditions necessitate the closure of one or more sites, or regular schedules altered, a reasonable effort will be made to notify affected classified employees.
- When a single site is affected by a Declared Emergency/ Natural Disasters, affected classified employees may be temporarily reassigned to other sites or asked to remain on duty as authorized by the Superintendent or an Assistant Superintendent.
- Days will be treated as regularly scheduled workdays for all regular classified employees and will be paid accordingly with no loss of time or leave.
- Regular classified employees directed not to work during the emergency who had previously scheduled vacation or PN time will not be charged for vacation or PN leave.
- Classified employees who were directed to work by a Cabinet member on these days will be paid a total of two (2) times their hourly rate in effect at that time for the hours actually worked.

10.12 Increases in Hours

The District may permanently increase the work hours of bargaining unit members with agreement of the affected bargaining unit member. If the affected bargaining unit member does not agree to the increase in hours the District shall bring the increase to the CSEA President, CSEA Lead Negotiator, or designee for the purposes of bargaining.

Notification

The District shall notify the CSEA President or designee in writing prior to any increase/reduction in hours within the bargaining unit.

Disclaimer

The parties agree the sole intent of this language is to streamline the process of increasing hours of bargaining unit members in order to maintain efficient District operations.

Nothing in the section shall be construed as limiting any rights of the parties otherwise retained under the provisions of the Educational Employment Relations Act (EERA) or the laws of the State of California.

Article 11 - Mileage

An employee required to drive his/her own vehicle between work sites as a part of their work assignment will be compensated for the incurred mileage by the amount established by the Internal Revenue Service (IRS), provided that the employee submits a request for reimbursement according to established District procedures.

An employee required to drive from home to a worksite a longer distance than the commute from his/her home and his regular worksite shall be reimbursed the difference between the normal commute and the longer distance at the amount established by the Internal Revenue Service (IRS).

Reimbursement for mileage to Board-approved conferences or workshops shall be at the IRS-approved and authorized rate.

Article 12 - Leaves

12.1 Bereavement Leave

Employees may be absent from their duties for bereavement as defined herein. Bereavement shall be defined by serious illness where death is imminent or by death of a member of the employee's immediate family as identified below. The number of days for bereavement afforded by this section shall be as follows:

12.1.1 Up to five (5) days when bereavement involves relatives listed below:

- Spouse
- Mother
- Father
- Child
- Miscarriage and loss due to childbirth
- Mother-in-law
- Father-in-law
- Step Mother
- Step Father
- Step Child
- Legal Guardian
- Registered domestic partner

12.1.2 Up to three (3) days, five (5) days if greater than 250 miles travel is required, where bereavement involves relatives listed below:

- Grandparents including Great Grandparents
- Grandchild of either the employee or spouse
- Son-in-law
- Daughter-in-law
- Brother of employee
- Sister of employee
- Brother-in-law
- Sister-in-law

12.2 Jury Duty**12.2.1** The District agrees to grant to members of the bargaining unit leave of absence without loss of pay to appear in court where subpoenaed as a witness, when subpoenaed to serve on a jury, or respond to an official order from another government jurisdiction.

- 12.2.2 The District shall pay the unit member his/her regular salary and the amount received for jury duty shall be forwarded to the District. The employee may keep the jury mileage allowance.
- 12.2.3 A bargaining unit member will be eligible to utilize any days of personal necessity to which the unit member may be entitled if the unit member is a litigant and must appear in court. The bargaining unit member will be entitled to unpaid leave after the exhaustion of personal necessity days or if the unit member elects not to use personal necessity days.
- 12.2.4 In any school-related action in which the bargaining unit member is a defendant or the unit member and the District are joint defendants, and the unit member has not been charged with criminal misconduct, the unit member will be granted paid leave.
- 12.2.5 Unit members serving jury duty are required to report to work during any day or portion thereof in which jury duty services are six (6) hours or less (including travel time).

Any unit member whose regular assigned shift commences at 1:00 p.m. or after and is required to serve more than four (4) hours (including travel time) on jury duty on a given workday, shall be relieved from work with pay for that day.

12.3 Sick Leave

- 12.3.1.1 Sick leave is earned at the rate of one (1) day per month of employment and is cumulative.
- 12.3.2 A unit member may use sick leave for the purpose of caring for a sick or injured child, spouse, registered domestic partner, or parent of the employee as required by law.
- 12.3.3 A classified employee regularly employed for less than eight (8) hours per day or five (5) days per week shall be entitled to sick leave in the same ratio that his/her employment bears to full-time employment.
- 12.3.4 Credit for sick leave will be accrued prior to taking such leave. A probationary employee of the District shall not be eligible to take more than nine (9) days until the first day of the calendar month after completion of nine (9) months of active service with the District.
- 12.3.5 Pay for any day of such absence shall be the same as the pay which would have been received had the unit member worked a regular day.
- 12.3.6 A unit member employed full-time and working less than full-time when sick leave commences, shall have deducted from their sick leave ONLY the portion of leave actually taken (in ~~one (1) hour~~ 15 minute increments).
- 12.3.7 Unused sick leave may be transferred to another California school district if employment is accepted within one (1) year of termination by an employee with more than one (1) years' service who was not dismissed for cause. If the employee elects to retire, unused sick leave may be converted to retirement credit in conformity with the law.
- 12.3.8 **When all available leaves of absence, paid or unpaid, have been exhausted by a permanent employee who is not medically able to assume the duties of the position, the employee shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months.**
- 12.3.9 **A unit member shall be permitted to return to service after an accident or illness leave only upon presentation of a release from a physician. If an employee is released to come back for a temporary modified work schedule, the District will make a good faith attempt to place this employee in a suitable position.**

12.4 Industrial Accident (and Industrial) Illness Leave

- 12.4.1** A unit member shall be provided a leave of absence for industrial accident **or industrial** illness in addition to any other benefits that an employee may be entitled to under the workers' compensation laws of this state.
- 12.4.2** A unit member who suffers an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one (1) fiscal year for the same accident or illness.
- 12.4.3** Allowable leave for industrial accident or **industrial** illness shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- 12.4.4** Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation laws of this state, exceed the normal wage for the day.
- 12.4.5** Industrial accident or **industrial** illness leave is to be used in lieu of normal sick leave benefits.
- 12.4.6** Upon termination of the industrial accident or **industrial** illness leave, the unit member shall be entitled to the benefits provided for sick leave, and absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member may elect to take as much of the accumulated sick leave which, when added to temporary disability indemnity, will result in payment of not more than full salary.
- 12.4.7** When all available leaves of absence, paid or unpaid, have been exhausted by a permanent employee who is not medically able to assume the duties of the position, the employee shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months.
- 12.4.8** ~~An employee receiving benefits under the provisions of an industrial accident and illness leave shall, during period of illness and injury, remain within the State of California unless the Board of Trustees authorized travel outside the State.~~
- 12.4.9** A unit member shall be permitted to return to service after an industrial accident or illness leave only upon presentation of a release from a physician. If an employee is released to come back for a temporary modified work schedule, the District will make a good faith attempt to place this employee in a suitable position.
- 12.5** **Break in Service**
- No absence under any paid leave provision shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.
- 12.6** **Unpaid Leave**
- 12.6.1** Vacation, sick leave, holidays, or other leave or other benefits shall not accrue during unpaid leaves.
- 12.6.2** No period of unpaid absence of less than one hundred twenty (120) calendar days shall be considered a break in service for the purposes of earning anniversary increments.
- 12.6.3** Upon return, all time during which an individual is in unpaid leave status shall be counted for seniority purposes not to exceed thirty-nine (39) months except that during such time the individual will not accrue vacation, sick leave, or other leave or seniority benefits.
- 12.6.4** An employee who has been placed on a re-employment list, and who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

12.7 Personal Necessity Leave

Personal necessity will mean legal, business or personal demands, all of which are serious in nature, involve circumstances the bargaining unit member cannot reasonably be expected to disregard and require the immediate attention of the unit member during their hours of service. "Vacation" is not an appropriate use of PN time. As long as the reasoning behind the request complies with the above definition the request shall not be denied.

The bargaining unit member will present a signed form requesting the use of personal necessity to their supervisor prior to the use of the requested time.

It will not be necessary to request prior approval in cases of death, serious illness of a member or the members' immediate family, any accident involving the members' property or property of their immediate family or any other unforeseen circumstance that falls under the definition of personal necessity leave described above.

12.7.0 Personnel Absence Report, *see Appendix D*

~~12.7.1 Employees may elect to use and will be granted necessary leave of absence, using any days of accrued illness leave of absence for any of the following reasons:~~

- ~~• Court appearance other than jury duty~~
- ~~• An accident involving the employee or a member of the immediate family or their property~~
- ~~• Other personal necessity approved by the employee's supervisor involving emergencies or events that cannot otherwise be rescheduled.~~

~~12.7.2 Vacation is not an appropriate use of P/N (Personal Necessity) time.~~

12.7.3 The following limitations and conditions are placed upon the types of leave specified above:

- The total number of days allowed in one (1) year for this type of leave shall not exceed the employee's earned sick leave for that year, and shall not accrue from year to year.
- The days allowed shall be deducted from the total days due from sick leave accrual
- Personal leave shall not be granted during vacation leave or other leaves of absence excluding bereavement
- ~~• The employee shall be required to sign a statement or form presented that such absence was due to personal necessity and may indicate the nature of the emergency~~
- ~~• Personal necessity leave shall be pre-approved by the employee's immediate supervisor (except in emergency situations as described in 12.7.1.) The supervisor may not inquire as to the reason for the personal leave request beyond confirming that it is compliant with those reasons outlined in 12.7.1 and that it is not for vacation purposes.~~
- Partial day absences in ~~one (1) hour~~ **15 minute** increments will be adjusted by the employee and the supervisor and reported to the business office.

12.8 Military Leave

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

12.9 General Leaves

When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the District and the employee.

12.10 Family Care and Medical Leave

The District will comply with current provisions as well as any future mandatory revisions of the Family Medical Leave Act of 1993 (“FMLA”) and the California Family Rights Act of 1993 (“CFRA”). Under the dual provisions of the FMLA and CFRA, bargaining unit employees are entitled to a maximum of twelve (12) workweeks of leave for a qualifying reason in any twelve (12) month period. The twelve-month period shall be defined as any 12-month period ~~commencing~~ **beginning** on the first date that FMLA/CFRA leave ~~taken~~ **commences** and counting backward from that date.

12.11 Pregnancy Disability Leave

The District will comply with current provisions as well as future mandatory provisions or statutes regarding pregnancy disability leave, parental leave, and child bonding leave.

12.11.1 The Board shall provide for leave of absence from duty for any classified employee of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth and recovery therefrom as it deems appropriate and required by law. Disabilities caused by or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom are, for all job related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by ~~any school district~~ **the Saugus Union School District**. All written or unwritten employment policies and practices of the District shall be applied to disability due to pregnancy, miscarriage, childbirth and recovery therefrom on the same terms and conditions applied to other disabilities.

12.11.2 The District shall not refuse to do any of the following because of an employee’s pregnancy:

- Hire or employ.
- Select employee for a training program leading to employment, reassignment or promotion.
- Bar or discharge employee from employment.
- Bar employee from a training program leading to employment, reassignment or promotion.
- Discriminate against employee in compensation or in terms, conditions or privileges of employment.

12.11.3 Any employee shall have the right to utilize sick leave for absences necessitated by pregnancy, miscarriage, childbirth and recovery therefrom.

12.12 Child Rearing Leave

All employee(s) may request a child rearing leave for a specified period of time. The request should be submitted to the Board prior to the beginning of such leave. No benefits of any type shall accrue during a child rearing leave.

12.13 Catastrophic Illness

Definition: A “catastrophic illness” or “catastrophic injury” **means an illness or injury that is expected to incapacitate the employee, or an immediate family member of the employee, for an extended period of time.** ~~leave may be taken when the illness or injury of an employee or an employee’s immediate family member is expected to incapacitate said person for an extended period of time. means an illness or injury that is expected to incapacitate the employee, or an immediate family member of the employee, for an extended period of time.~~ Catastrophic leave may not be used for elective surgery, personal necessity leave, or normal pregnancy.

12.13.1 ~~Requests~~ Participation

~~A permanent employee, after he or she has exhausted **exhausts** all of his or her paid leave benefits, including temporary disability benefits if applicable, may request up to thirty (30) additional consecutive days of paid sick leave in any one fiscal year as a result of catastrophic illness or injury. The employee may only request this provision once every five years. For employees working less than an eight (8) hour day, the “day” of sick leave shall be prorated based upon the number of hours the employee works per month. Catastrophic Leave Request Form, see *Appendix F*~~

All classified employees are eligible to request Catastrophic Leave in accordance with this Article. Participants may request either leave from the Catastrophic Leave Bank (“Bank”) or may request Direct Donation Sick Leave (“Direct Donation”). Participants may also request to utilize their accumulated sick leave for family emergency situations. Participation is voluntary and requires a one-time donation of one (1) day to the Bank, to be deposited within the first sixty (60) calendar days of the school year in which an employee chooses to join or from the start of employment. No additional days are required for continued participation. Employees wishing to donate days must have a balance of at least five (5) days in their own sick leave account. For employees working less than an eight (8) hour day, the “day” of sick leave shall be prorated based upon the number of hours the employee works per month. Donated sick days will not affect an employee’s “perfect attendance” status. *See Appendix E.*

A. Bank Participation

A maximum of three (3) days may be donated per year. Donations are irrevocable and must be in the employee’s full day equivalent, whatever their classification. Those employees donating days must submit a signed donation form to payroll. In the event the Bank is depleted and a specific need for additional days arises during the course of the school year, any classified employee who presently has five or more days of earned and unused sick leave, who had not previously participated, may donate to the Bank and become a member of the Bank.

B. Direct Donation

Direct Donation days can only be requested/donated for current needs and may not be accumulated for future purposes. A maximum of two (2) Direct Donation days may be deposited by an employee each school year. A direct donation does not qualify the donor for eligibility in the Bank.

12.13.2 Participation Limitations

~~The employee must submit a request **Classified Catastrophic Leave Request, see Appendix F,** for the additional days to the Assistant Superintendent of Human Resources at least fifteen (15) working days before he or she expects to exhaust all available leave benefits **as soon as practicable.** The Assistant Superintendent of Human Resources shall determine if the illness or injury **request** meets the appropriate criteria and shall then inform the CSEA President that an employee has requested catastrophic leave **of the request.** The Assistant Superintendent of Human Resources shall arrange for a meeting of the Review Committee that will review the request and make a recommendation. The Review Committee shall consist of two representatives selected by CSEA and two members selected by the district.~~

Participants who have exhausted all sick leave, which includes the exhaustion or denial of income protection, may apply for catastrophic illness or injury leave. The combined total

number of Catastrophic Leave days (Bank plus Direct Donation) received shall be limited to a maximum of sixty (60) days in a two-year period with a lifetime maximum of 120 days.

A. Bank Withdrawals

Withdrawals from the Bank shall be granted in units of no more than 30 workdays and may not be carried over to the following school year. Participants may submit requests for a one-time extension of a maximum of 30 days as their grant expires. Withdrawals will be made in increments of one day at a time, which reflects the employee's regular work assignment. *See Appendix F.*

B. Direct Donation Requests

An employee wishing to receive Direct Donation Sick Leave must solicit donations on the Sick Leave Direct Donation form(s) and submit completed forms to Human Resources prior to, during, or within seven (7) days of return from leave. An employee may receive a maximum of twelve (12) Direct Donation days per school year. For employees working less than an eight (8) hour day and/or less than twelve (12) months per year, the maximum amount of days will be prorated based on the total amount of sick leave accrued for that classification per year.

C. Sick Leave Requests

An employee wishing to use more than their annual allotment of sick leave for family emergency situations may submit an application to the Catastrophic Review Committee for approval.

12.13.3 ~~Contributions~~ Review Committee

~~The district shall maintain a catastrophic leave reserve pursuant to Education Code 44043.5 for use by bargaining unit employees who have exhausted all paid leave entitlement due to a catastrophic illness or injury. The district shall credit the sick leave reserve with one (1) day of noncumulative sick leave for each day contributed by an employee. "Days" contributed by employees working less than an eight (8) hour day shall be calculated on a prorated basis. An individual bargaining unit employee may contribute up to a maximum of three (3) days per year to the sick leave reserve.~~

~~Those employees contributing days shall complete and sign a form **the Classified Catastrophic Leave Bank Donation Form, Appendix E**, indicating the number of days they wish to contribute as a deduction from their accrued sick leave. Employees wishing to contribute accumulated sick leave to the catastrophic leave reserve must retain no less than a full year's accumulated sick leave after the contribution. Once contributed, the days will remain in the sick leave reserve. **Catastrophic Leave Bank Donation Form**, see *Appendix E*~~

Catastrophic Leave shall be administered by a three (3) member committee, consisting of two members selected by CSEA, and one certificated administrator named by the Assistant Superintendent of Human Resources, or Designee. The District Assistant Superintendent of Human Resources, or Designee, shall also serve on the committee as a non-voting member. Administration of the program will be through the Human Resources Department.

12.13.4 Request for Leave and Review Process: A participant shall submit a Classified Catastrophic Leave Application for Bank withdrawal, Direct Donation days, and/or Sick Leave along with the Sick Leave Direct Donation form(s), if applicable, to the Assistant Superintendent of Human Resources, or Designee, and provide verification of the catastrophic injury or illness. Verification shall be made by a letter, dated and signed by the sick or injured person's

physician, indicating the incapacitating nature and probable duration of the illness or injury. The Assistant Superintendent of Human Resources, or Designee, will then convene the committee, which will determine if the illness or injury meets the appropriate criteria and/or if additional verification is required.

12.13.5 Employees may apply to the Catastrophic Leave Committee to utilize their accumulated sick leave for family emergency situations consistent with Catastrophic Leave guidelines.

12.14 **Verification of Absence**

The Assistant Superintendent of Human Resources or the supervisor of the employee may require a physicians or other verification after an absence of five (5) consecutive working days.

Article 13 -Retraining, Study Leave, and In-Service Training

13.1 A leave of absence paid or unpaid for study/retraining may be granted to any member of the bargaining unit for a period not to exceed one (1) year at the discretion of the District.

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

13.3 The employee may submit his/her request for leave to the Board in the form of a letter which outlines the nature of the proposed study or retraining and the proposed time lines.

13.4 Study leave cannot be granted to an individual who has not served at least seven (7) consecutive years preceding granting of the leave.

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

13.6 No more than one (1) retraining leave of absence shall be granted in each three (3) year period.

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

13.8 Any leave of absence granted under this Article shall not be deemed a break in service.

13.9 A unit member shall not earn vacation pay or sick leave while taking leave granted under this article.

13.10 The District shall provide a program of in-service training for employees in the bargaining unit designed to maintain a high standard of performance and to increase the skills of employees in the bargaining unit. This program will be designed on a yearly basis by a committee made up of two (2) representatives from CSEA, two (2) from Administration and the Assistant Superintendent of Business Services. Whenever possible, training shall be conducted during regular working hours. Additional in-service training may be provided by the individual departments within the District. When training runs past the normal day, the district shall compensate the employee with overtime.

13.11 **Professional Growth Program Definition**

Professional Growth is the continuous, purposeful engagement in study and related activities to retain and extend high standards for permanent classified employees.

It is a joint enterprise between the District and the individual employee and should be planned

together in order to assure maximum gain for both the participant and the District.

The activity should bear a logical, beneficial relationship to the unit member's current or potential ~~bargaining unit~~ duties and responsibilities.

Professional growth activities shall be college/university courses that **shall be related to current or potential job duties** or workshops or other previously approved activities.

Professional growth activities may not be repeated by a unit member for reimbursement credit. For a given unit member, each professional growth activity should be different from previously reimbursed professional growth activities.

Application

To apply, the employee must ~~have four (4)~~ **have two (2)** or more years of paid service with the District in a classification of the unit. The request should be submitted thirty (30) days prior to the beginning of the activity.

Approval

The unit member's proposed professional growth activity shall be approved in advance by the immediate supervisor and the Assistant Superintendent of Human Resources in order to receive reimbursement.

Advance approval shall be for a maximum period of one (1) year from the date of approval. If the approved professional growth activity has not been completed during that period, the District automatically withdraws the approval. However, the unit member may request renewal approval.

Reimbursement

The District shall provide full and complete reimbursement for District-approved professional growth activities up to a maximum District cost of ~~two hundred and fifty dollars (\$250) per school year per unit member, five~~ **one (\$1,000) thousand dollars (\$5,000) maximum per year for the unit. per unit member. The district shall not reimburse the entire unit more than five (\$5,000) thousand dollars per school year.**

District reimbursement shall not be for more than four courses, workshops, or other activities per unit member per school year (July 1 through June 30).

Prior to receiving District reimbursement, the unit member should have received advance approval, participated in the professional growth activity, and satisfactorily completed the activity with verification of payment of tuition and/or other approved expenses. Reimbursement shall be for tuition, fees and required materials.

Programs eligible for reimbursement shall include but will not be limited to, courses of study at approved academic institutions, seminars and training institutes, conducted by recognized professional associations, conferences, meetings and such other training programs designed to upgrade the classified service or encourage retraining of employees who may otherwise be subject to layoff as a result of technological change

Verification of college or university course work shall consist of an official transcript, report card or a comparable document with a grade of B or better or a passing grade in a pass/fail structure.

All verifications and requests for reimbursement must be presented to the District Assistant Superintendent of Human Resources within sixty (60) calendar days of completing the professional growth activity. Failure to present verification and requests for reimbursement within the timelines nullifies the District's responsibility for reimbursement.

An employee who **voluntarily** terminates employment with the District ~~within six (6) months~~ **within one (1) year of the approval date for tuition reimbursement**, shall refund the amount of the reimbursement to the District, or it shall be deducted from the employee's final warrant. This requirement shall be waived in the

event of the employee's death or physical or mental disability, which precludes the employee from returning to District employment.

Tuition Reimbursement Form, see *Appendix K*

Article 14 - Transfers

14.1 Definitions

A transfer is defined as a change of job location, but within the same position classification.

14.2 Criteria for Transfer:

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

- The needs and efficient operation of the District
- The contribution the staff member can make in the new position
- The qualifications including the experience and recent training of the staff member compared to those of other candidates
- The length and quality of the service rendered to the District by the employee
- The need of individuals to have new opportunities for growth in a new location
- The recommendation of the immediate supervisor to whom the employee is currently responsible, and the immediate supervisor where the vacancy exists
- The preference of the employee

14.3 Employee Initiated Transfer Requests

Any employee covered by the Agreement shall have the privilege of requesting a transfer to any job location within the same position classification.

- An employee may submit a transfer request for the following school year, on appropriate District form. Properly filed transfer requests shall be given administrative consideration and shall be valid for six (6) months from date submitted to the Assistant Superintendent of Human Resources, Superintendent, or his/her designee. A request for transfer for medical reasons can be made at any time.
- An employee's request for transfer shall bear the signature of that employee's present immediate supervisor. Such signature is acknowledgment only that the immediate supervisor has been informed of the employee's desire for transfer consideration. Such signature does not necessarily imply approval or disapproval of the immediate supervisor, nor may the acknowledgment be withheld by the immediate supervisor.
- The filing of a request for transfer is without prejudice to the employee and shall not jeopardize the present assignment. A request for transfer may be withdrawn by the employee in writing at any time prior to official notification of transfer approval.
- The Assistant Superintendent of Human Resources, Superintendent, or his/her designee shall notify appropriate immediate supervisor(s) of employee requests for transfer. If requested vacancies develop, administrative consideration shall be given to all employees who submitted properly completed transfer requests for such vacancies.
- The District shall provide the employee, and the appropriate immediate supervisor, official notification of the disposition of the voluntary transfer request.

14.4 Employer Initiated Transfers

In order to balance the classified staff the District may consider experience in transfer decisions.

A transfer may be made by the District at any time for any of the following reasons:

- A change of enrollment or workload necessitating transfer of classified staff
- Improved efficiency of the District
- Reassignment of member of immediate family. Members of the immediate family who are employed by the District may be assigned to the same school or work location at the discretion of the Superintendent or designee.
- An opportunity to evaluate an employee in a different school or location
- Significant personality conflicts
- To provide opportunities for growth in a new environment

Article 15 - Evaluations

15.1 All immediate supervisor for those employees assigned a school location will be the building principal. The building principal may receive input from other individuals prior to the formal evaluation. All other classified personnel will be evaluated by the head of their department.

15.2 All formal evaluations will be made on a standard District form. In all cases the supervisor will discuss the evaluation with the employee. The employee shall review and sign the evaluation form as evidence of the review and evaluation conference. Such signature shall not imply agreement or disagreement with the evaluation. An employee may attach a statement to the evaluation. A copy of the evaluation form will be made available to the employee.

15.3 All classified probationary employees will be evaluated two (2) times during their probationary period. The second evaluation will be made prior to the end of the twelve (12) month probationary period and the recommendation for or against permanency will be made as a result of the evaluations.

15.4 An employee is considered probationary for purpose of evaluation when he/she is first employed, is reassigned to a different classification, or promoted to a different classification. Probationary status resulting from reassignment to a different class or promotion will not affect nor in any way alter an employee's permanent status already achieved within the District.

15.5 All classified employees, after serving their probationary period, will be evaluated once yearly between January 15 and May 15 as long as they continue to serve in the same classification.

If an employee does not receive an evaluation by May 15, the previous evaluation shall be considered to be the current evaluation. In no instance shall an evaluation be considered current for more than two years.

Classified employees will be evaluated by their immediate supervisor. The Unsatisfactory evaluations will be reviewed within three (3) months. If such evaluation has improved, the unsatisfactory evaluation will be removed from the employee's personnel file and will be replaced with the new evaluation.

15.6 The evaluator's judgment and recommendations contained in the evaluation shall not be subject to the grievance procedure.

15.7 Evaluations are intended to describe the overall work performance of the employee and to

inform the employee of the degree to which the work performance is satisfactory. While the evaluation of an employee can provide foundation for future discipline, including dismissal, the employee's evaluation will not be used to harass an employee.

Article 16 - Disciplinary Action

Disciplinary Action

Except for causes 5, 6, 8, 9, 10, 13, 15, 17, 20, and 21 listed below, discipline less than discharge will be undertaken for corrective purposes and will be progressive in nature; i.e., supervisor/employee conference, written reprimands, suspension, and demotion.

No permanent unit member shall be subject to disciplinary action until written charges are filed and the Board has taken action as herein provided except where the Superintendent or his/her designee following the Skelly Conference determines that immediate suspension without pay is appropriate because of the seriousness of the charges or potential harm to the health, welfare or safety of persons or property.

The disciplinary procedures apply to all permanent classified employees. Employees who fail to comply with District rules shall be subject to disciplinary action up to and including termination. Supervisors will follow the normal disciplinary procedures for repeated violations.

Employee may request CSEA representative be present at each of the following steps:

Except as otherwise provided in this article, progressive discipline shall be applied as indicated below. However, the District may move to the next step of discipline for each instance of misconduct even when the misconduct is for different causes:

1st Violation:

Verbal counseling and documentation by the supervisor. The employee must be advised of the policy violated and the disciplinary procedures, see *Appendix I*

2nd Violation:

Written warning which outlines the nature of the offense and necessary corrective action. This must be documented and placed in the employee's personnel file. Whether or not the employee chooses to have a CSEA representative present, the District should notify CSEA regarding the written warning. The employee, the district, and a CSEA representative shall meet to work out a plan to assist the employee in taking corrective action.

3rd Violation:

Suspension without pay for one (1) to thirty (30) days. Documentation must be made and placed in the employee's personnel file. A CSEA representative should automatically be included when an employee has reached this violation.

4th Violation:

If an employee is to be terminated, specific and documented communication between the supervisor and the employee, as outlined, must have occurred. A CSEA representative should automatically be included when an employee has reached this violation.

A recommendation for suspension, demotion, or dismissal may originate with the principal of a school, a supervisor, or any other District official. The recommendation must be in writing.

The Superintendent or designee shall investigate the charges and shall determine any disciplinary action to be taken, including suspension, based on those charges if they are found to be true.

Grounds for disciplinary action including suspension are stated under "Just Cause" provisions.

A probationary employee may be dismissed from the service of the District without a formal statement of charges or a hearing.

No person in the permanent classified service shall be suspended or demoted except for reasonable cause designated by these regulations as detrimental to the efficiency or the welfare of the District. Nothing in these regulations shall be construed to prevent layoff, or change of status because of lack of work, lack of funds, cancellation of a program, or departmental reorganization.

Dismissal of any employee shall be by action of the governing board. Except in the case of an emergency suspension, suspension shall also be by action of the Board.

Just Cause:

Any of the following causes may subject an employee to disciplinary action, including suspension and/or dismissal:

1. Incompetency or inefficiency in the performance of the duties of his/her position
2. Insubordination (including, but not limited to, refusal to do properly assigned work)
3. Carelessness or negligence in the performance of duty or in the care of District property
4. Discourteous, offensive or abusive language or conduct toward another employee, a pupil, or a member of the public
5. Theft of District property
6. Drinking alcoholic beverages or using illegal substances on the job, or reporting for work while intoxicated or under the influence of illegal substances
7. Engaging in political activity during assigned hours of employment or otherwise in violation of applicable regulations or policies of the governing board
8. Conviction of any crime involving moral turpitude
9. Arrest for a sex offense as defined in Education Code Section 44010 (Suspension), and dismissal if found guilty
10. Conviction of a controlled substance offense as defined in Section 44011 of the Education Code
11. Repeated and unexcused absence or tardiness
12. Abuse of leave privileges
13. Intentionally falsifying any information supplied to the school district, such as information supplied on application forms, employment records, or other District records
14. Persistent violation of or refusal to obey safety rules and regulations made applicable to public schools by the governing board or the laws and regulations of the State
15. Willful or persistent violation of the Education Code or policies or regulations of this District
16. Any willful failure of good conduct tending to injure the public service
17. Any employee who fails to report to work for five consecutive days without proper notification to the school district shall be deemed to have abandoned his/her last position. However, for thirty (30) days following the first day of absence, if the employee provides a satisfactory explanation to the Assistant Superintendent of the cause/reason of his/her absence, with the consent of the Board of Trustees, disciplinary action may be withdrawn, or if discipline has been implemented, the employee may be restored to his/her position or his/her name may be placed on an appropriate reemployment list.

18. Advocacy of overthrow of federal, state, or local government by force, violence, or other unlawful means
19. Violation of local, state, or federal laws resulting in cancellation of license required for assigned duty
20. Physically striking another employee, a pupil, or member of the public
21. Sexual harassment or improper sexual conduct
22. Dishonesty

If the Superintendent or designee determines that cause may exist for disciplinary action, including demotion, suspension, or dismissal, the employee shall be notified in writing of the Board's action as soon as possible. If the notice cannot be served in person, it shall be sent to the employee at the last address of official record with the District by way of United States registered or certified mail.

The notification to the employee shall contain

A statement in ordinary and concise language of the specific acts and omission on which the proposed disciplinary action is based, and a statement of the cause(s) of the action proposed to be taken. If it is claimed that the employee has violated a policy, rule, or regulation of the District, such policy, rule, or regulation shall be stated in the notice.

A statement that the employee has a right to appeal the decision of the Superintendent or designee and to have a hearing before the governing board on the stated charges.

The appeal must be made within five (5) working days after service of notice of the written charges, and must be in writing or on the card or paper sent with the notice (see next paragraph).

A card or paper, the signing and filing of which shall constitute a demand for a hearing and a denial of all charges, provided that it is filed within five (5) working days after receipt of the notice by the employee.

The employee may have an informal (Skelly) conference with the Superintendent or designee during which the employee will be given the opportunity to respond to anything in the official notice, including the attachments and proposed disciplinary action. The employee may be represented at this informal conference by a representative of CSEA or another appropriate representative. Prior to this meeting the employee may submit any materials, statements, or arguments in writing deemed appropriate. After the informal conference, the Superintendent or designee shall determine whether to recommend to the governing board the intended disciplinary action.

Upon receipt of an appeal from intended disciplinary action (which must be done within five (5) calendar days after receipt of the notice of proposed disciplinary action), the governing board will consider the appeal, and within thirty (30) days after receipt of the appeal, shall commence a hearing as provided by law and render judgment to affirm, modify, or revoke the action being appealed.

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

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

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

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

Article 17 - Safety Conditions

- 17.1** Any abuse of school personnel, assault or battery upon school personnel or any threat of force or violence directed toward school personnel at any time or place which is related to school activity or school attendance shall be reported by employees to their immediate supervisor. The employee shall complete reports required by the District related to the violations described herein. The employee and his/her immediate supervisor must report the incident to the appropriate law enforcement authorities.
- 17.2** Employees shall be provided coverage under the terms and conditions of the District Workers' Compensation program and illness leave provision for any injury or illness arising out of or in the course of their employment.
- 17.3** An employee shall be responsible for submitting written recommendations to the District regarding the maintenance of safe working conditions, facilities and equipment, repairs and modifications, and other practices designed to insure compliance with applicable standards of the California Occupational Safety and Health Act, California State Compensation Insurance Fund, and the provisions of the school district fire and liability insurance programs without fear of reprisal.
- 17.4** CSEA shall have equal representation on the District Safety Committee.
- 17.5** The District believes all employees are entitled to a safe working environment and all employees should receive the appropriate medical treatment for any injury or illness incurred as a result of performing assigned job duties. Employees shall, as soon as practicable, report any work-related injury, illness, or incident to their immediate supervisor, or designee.
- After notifying the immediate supervisor, or designee, the employee and/or supervisor shall, as soon as practicable, call the Company Nurse Injury Hotline to report the injury or illness, if either party feels it necessary. The employee shall make determination of follow up medical care.

Article 18 - Property Coverage

Personal Items (such as clothing, watches, eyeglasses, hearing aids, etc.) that have been damaged or destroyed in the performance of duties shall be reimbursed by the District to a maximum of five hundred dollars (\$500) per occurrence. Verification of work-related loss shall be made by the Director of Safety and Risk Management. Proof of the loss/damage shall be required. Any money recovered through insurance shall be deducted from the amount due. An employee may make no more than one claim per school year. The total amount that may be recovered district-wide pursuant to this article shall not exceed five thousand dollars (\$5,000) per school year. Any amounts unused during the school year may not be carried over to a subsequent school year.

Article 19 - Vacations

Effective July 1, 2005 paid vacations for all classified employees (part-time and full-time) will be earned at the following rate:

Years of Service	Vacation Days
1-5	1 day per month
6-12	1 1/2 days per month
13-19	22 days per year
20-25+	25 days per year

19.1.1 All classified employees serving less than an eight (8) hour day shall earn their vacation on a prorated basis.

19.1.2 Except as otherwise indicated in this article, employees will take all vacation during the fiscal year earned. Classified employees may carry over no more than fifteen (15) vacation days into each fiscal year. All vacation days accumulated above the fifteen (15) are to be taken by the end of each school year.

If the employee and immediate supervisor find it necessary and mutually agreeable, considering the needs of the district and employee, no more than five (5) days will be paid by the District at the salary rate at the end of the fiscal year.

19.1.3 It will be the responsibility of the immediate supervisor and employee to monitor all vacation balances. Vacation schedules shall be by mutual agreement between the employee and the employee's immediate supervisor. The supervisor shall approve or deny in writing any vacation request in advance of said dates. If a mutual agreement cannot be reached, the employee and the supervisor will meet with the Superintendent and a CSEA Representative.

19.1.4 Modifications to the vacation schedule may be made by mutual consent between the employee and immediate supervisor.

19.1.5 Any employee whose work year is less than twelve (12) months is strongly encouraged to take vacation on non-student days. Vacation requested during student attendance day shall have prior approval of the immediate supervisor.

19.2 Vacation Pay Upon Termination

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

19.3 Interruption or Postponement of Vacation

An employee in the bargaining unit who becomes eligible for another type of paid leave at or during his/her scheduled vacation period may submit a request for change in vacation dates to his/her immediate supervisor.

19.4 Holidays During Vacation Period

When a holiday falls during a scheduled vacation, the holiday is not counted as a vacation day.

Article 20 - Holidays

20.1 An employee must be in a paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday. All employees will be paid for Christmas and New Year's Day.

20.2 Holiday on Saturday or Sunday

When a holiday falls on a Saturday, the preceding Friday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following Monday shall be deemed to be that holiday.

20.3 Scheduled Holidays

The District agrees to provide all employees in the bargaining unit with the following paid holidays:

New Year's Day	January 1
Martin Luther King	3 rd week in January
Lincoln's Birthday	February
Washington's Birthday	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November
Thanksgiving Day	November
Thanksgiving Friday	November
Christmas Eve Day	December 24
Christmas Day	December 25
Designated Holiday	
Designated Holiday	
Designated Holiday	

Article 21 - Salary

21.1 All bargaining unit members shall receive the following salary increase:

- ~~1% off schedule bonus effective July 1, 2015, for retirees and active employees as of June 1, 2016~~
- ~~5% on schedule salary increase beginning July 1, 2016~~

- **2% on-schedule salary increase beginning July 1, 2018**

21.2 All classified personnel covered by this contract shall be on a position grade and have six (6) steps on the salary schedule.

21.3 Part-time classified personnel, whose hours are permanently extended to full-time in the same classification, shall retain their step on the salary schedule.

21.4 **Classified Salary Schedule**, see *Appendix B*

21.5 **Classified Position Grade-Key**, see *Appendix A*

21.6 **Bilingual Services Compensation**

- Employees designated to provide occasional verbal translation on an as needed basis shall receive a \$25/monthly stipend.
- School office positions determined by the school district to be providing consistent bilingual services shall receive a 5% bilingual differential.

Appropriate testing to be determined and administered for these positions.

Article 22 - Reclassification

Definition

“Reclassification” is the change of a position from one classification to another as a result of the gradual accretion (accumulation) of duties/functions being performed by the incumbent in the position.

It is primarily the responsibility of the incumbent’s supervisor to ensure that the job description accurately reflects the functions performed by the employee. Supervisors may bring classification concerns to the attention of the Assistant Superintendent of Human Resources at any time.

Secondarily, it is the incumbent’s obligation to timely bring to his/her immediate supervisor concerns regarding the duties he/she is being asked to perform.

Reclassification is an ongoing process with no annual deadline, but strict timelines to facilitate dialog and remediation of classification issues as rapidly as possible. The following reclassification procedure is designed to provide employees an opportunity to be considered for reclassification.

Reclassification is a method for redefining individual positions based on:

- Significantly increased duties and responsibilities
- Significantly increased skill level requirements

Reclassification is not:

- A reward for good work
- A reward for hard work
- A solution to the problem of too much work
- The correct approach for arguing that “all (people in a certain job group) should be paid more because their counterparts somewhere else make more money”

To petition for reclassification you must show how your position has significantly changed with respect to new duties, skill level, or responsibility.

Procedure:

1. Review your current job description (available on the District website) and compare it to the job functions you currently perform.
2. Complete the Reclassification Review Request Form.
3. Meet with your immediate Supervisor and share your review.
4. Your Supervisor will consider your request and then complete the Supervisor Reclassification Review within 30 days.
5. Your Supervisor will meet with you and present his/her review, and then forward a copy to Assistant Superintendent, Human Resources.
6. If your Supervisor supports your request for reclassification, the Assistant Superintendent of Human Resources will present your reclassification request to Cabinet. If Cabinet's review is favorable, the District will contact CSEA within 30 days to consult and/or negotiate the appropriate modifications.
7. If your Supervisor's or Cabinet's review is unfavorable, you may appeal to CSEA within 10 days.
8. CSEA may elect to appeal the determination to the Assistant Superintendent of Human Resources within 30 days of the employee's notification of denial.
9. All reclassifications are subject to the approval of the Governing Board.

Potential Determinations:

1. You are not working outside of your classification.
2. You are performing duties outside of your classification that you should not be performing and must cease doing so.
3. You are performing duties outside of your classification which requires that your job description be revised.
4. You are performing duties outside of your classification which requires a revision of your job description and commensurate salary upgrade.

An employee that avails him/herself of the reclassification process is not eligible for reconsideration for a period of two years from the date the final determination is transmitted to the employee.

Article 23 - Long Service Recognition

Long service recognition (longevity) shall be granted to all bargaining unit employees (part-time and full-time) in the following manner:

3% after 9 years

7% after 14 years

9% after 19 years

10% after 24 years

Longevity is calculated on a year for year basis.

Article 24 - Site Council Compensation

Since the State mandates a classified employee be assigned to serve each school year on the Site Council, this employee will be compensated for a maximum of nine (9) meetings at the employee's regular salary or released from duties by mutual agreement of the employee and supervisor. The compensated time for Site Council members will not allow the part-time employee to exceed one thousand (1,000) hours per year.

Article 25 - Layoff, Reduction of Work, and Re-Employment

A. DEFINITIONS

1. A "layoff" is the termination of an employee because of lack of work or a lack of funds.
2. A "reemployment right" is the right to the next vacant position in a classification ahead of any person who is not higher on the reemployment list and ahead of all new applicants.
3. A "reemployment list" is a list of the names of laid off employees arranged in rank order from the greatest to least seniority in the classification from which the employee was laid off plus higher classifications.
4. A "bumping right" is the right when actually facing layoff to bump into a vacant position or displace less senior employee which provides a number of hours that are equal to or less than that which is closest to the number of hours previously worked by the employee prior to his/her layoff.
5. A "break in service" is a complete separation of a regular employment relationship with the District. An approved leave of absence, either paid or unpaid, is not considered a break in service.

B. SENIORITY

1. Length of service (seniority) shall be the only criterion used to effect layoffs. Length of service means first date of employment within the classification.
2. Seniority or length of service for layoff purposes shall be calculated on the basis of hire date into a particular classification plus higher classifications:
 - a. Time worked prior to a break in service shall not be counted toward seniority, with the following exception: a break in service is disregarded and seniority credit for prior service is granted if an employee is reinstated, reemployed in regular status, or appointed to a regular position within 39 months after layoff while his/her name is on a reemployment list.
 - b. Time worked as a substitute or short-term employee prior to regular appointment shall not count towards seniority in classification.
 - c. "Higher classifications" shall refer to service in any classification with a higher salary grade.
3. In the event of a question of equal seniority where two or more employees have the same date of hire, seniority shall include all regular time in a class plus time in higher related classes. In the event of a tie, preference would be given to the employee with the longest total District service. If a tie still exists, the employees would draw lots to determine preference. Time spent on leave without pay shall not be included when computing seniority, but all time spent on approved leaves with pay and on military leaves shall count toward seniority accrual.
4. Personnel Services will maintain an updated seniority list of employees by classification and provide it to CSEA.

C. PROCEDURES

1. The District will give an employee no less than sixty (60) calendar days' notice prior to the effective date of their layoff. Such notice shall inform the employee of his/her displacement rights, if any, and reemployment rights. Such notice shall also inform the employee that he/she has five (5) working days from the date of notice of layoff in which to render a written decision whether or not to exercise displacement rights, if any.
2. Classified employees shall be laid off in inverse order of seniority by job classification. Employees who have been employed the shortest time in the classification plus higher classifications shall be laid off first.
3. No permanent or probationary classified employees shall be laid off from any position while employees serving under emergency, provisional, short-term, or substitute status are retained in positions of the same classification.

D. DISPLACEMENT RIGHTS

1. The District shall notify an employee to be laid off that he/she must elect one of the following options within five (5) working days of receipt of notice:
 - a. Exercise bumping rights.
 - b. Elect voluntary demotion.
 - c. Elect a service retirement, if eligible.
 - d. Be laid off.

If an employee fails to elect an option within five (5) working days, the employee shall be laid off.

2. An employee who is notified of his/her bumping rights but fails to inform the District within the time specified of the option chosen shall be considered by the District to have elected not to have exercised bumping rights.

Bumping Rights:

3. Bumping rights shall apply district-wide in the following order:
 - a. Bumping shall proceed in the order of classification seniority, with the most senior employee having the first option to exercise his/her displacement rights.
 - b. Unit members shall bump into a vacant position or other position occupied by a less senior employee in the same classification which provides a number of hours that are equal to or less than that which is closest to the number of hours previously worked by the employee prior to his/her layoff.
 - c. Unit members may select a vacant position in a lower classification in which the employee achieved permanency. Vacancies shall be offered to employees in the order of classification seniority.
 - d. Unit members may displace a less senior employee in another classification in which the employee has achieved permanency.

E. VOLUNTARY DEMOTION IN LIEU OF LAYOFF

1. In lieu of being laid off, an employee may elect voluntary demotion to a vacant position in a classification with a lower salary status in which he/she achieved permanent status.

2. Any employee demoted pursuant to this section shall be placed on the step of the salary range of the classification to which he/she is demoted which is closest to, but not greater than, his/her present salary.
3. Laid off employees who, at the time of layoff, took voluntary demotions or voluntary reductions in assigned time shall be, at the employee's option, returned to a position in their former classification or to a position with increased assigned time as vacancies become available for a period of 63 months from the effective date of layoff or reduction. Such employees shall be ranked in accordance with their seniority on the reemployment list.

F. RETIREMENT IN LIEU OF LAYOFF

1. An employee who meets qualifications may elect retirement under the Public Employees Retirement System and shall be placed on an appropriate reemployment list. If an employee subsequently accepts, in writing, an appropriate vacant position within the period of 39 months, the District shall maintain the position until PERS has processed the request for reinstatement from retirement.

G. REEMPLOYMENT

1. Laid off employees are eligible for reemployment in the classification from which laid off for a 39-month period from the effective date of layoff and shall be reemployed in accordance with seniority as vacancies become available.
2. Laid off employees are responsible for providing a current address and phone number to Personnel Services.
3. A reemployment list for each classification subject to layoffs will be established and maintained in Personnel Services for the duration of affected employees' entitlement.
4. The names of employees who are laid off will be placed on the reemployment list in accordance with seniority.
5. Individuals on the reemployment lists will be reemployed over all other candidates for a position vacancy.
6. Individuals on reemployment lists shall be eligible to compete for vacancies in other classifications for which they can qualify.
7. When a vacancy occurs in a classification which provides a number of hours that are equal to or less than that which is closest to the number of hours previously worked by the employee prior to his/her layoff for which a layoff reemployment list has been established, it shall be offered as follows: the senior employee on the list will be notified and given an opportunity within five (5) work days to accept the vacancy. The laid off employee may decline the offer of employment and retain his/her position on the list. The offer and response opportunity will then be made to the next person on the list. An employee who has been laid off may refuse three bonafide offers of reemployment but the rejection of the third bonafide offer will constitute a waiver of the employee's statutory right to be on the reemployment list.
8. An employee who has been laid off for lack of work or lack of funds and who is on a layoff reemployment list, may be employed as a substitute in his/her original classification or any other classification for which he/she is qualified, and such employment shall in no manner jeopardize or otherwise affect his/her status or eligibility for reemployment.
9. A permanent employee who is laid off and is subsequently reemployed while on the District's reemployment list shall have all rights and privileges restored. A probationary employee shall

continue to serve out the remainder of the probation period and shall also have all rights and privileges restored.

H. MISCELLANEOUS

1. If it is determined that an employee has been improperly laid off and would have been otherwise entitled to employment, the employee shall be reemployed and made whole immediately upon discovery of the error.
2. Those permanent employees who as a result of layoff or as a result of bumping into the least senior position would lose their eligibility for health and welfare benefits (or a portion of those benefits), shall have those benefits continued at District expense for ninety (90) calendar days from the effective date of change of status. Additionally, negatively affected employees shall each have access to an external training program at the employee's expense for which up to three days of accumulated sick leave may be used. Additionally, release time will be provided to test for promotional opportunities in other District classifications.
3. No volunteer, management, confidential, supervisory, certificated, student, or non-unit personnel shall perform bargaining unit work previously performed by a laid off employee unless a temporary situation arises outside management's control.

Article 26 - Outsourcing

In the event the District considers outsourcing work that is customarily and routinely performed by bargaining unit members, the District shall notify the CSEA with written notice. The parties shall meet and negotiate regarding the considered action of the Board.

Article 27 - Health and Welfare Benefits

27.1 Full-Time Employees

The District will contribute the following for full-time classified employees:

- 27.1.1** The District will provide all eligible employees and their eligible dependents with a choice of insurance plans. The plans will be provided by California Public Employees Retirement System (PERS). The following terms shall be in effect:

The District's contribution to the medical benefit shall not exceed ~~\$650~~ ~~\$600~~ for medical only per calendar month per employee. Association members electing to receive cash in lieu of health benefits shall receive ~~\$325~~ ~~\$300~~ a month upon showing proof of alternate minimum essential coverage, through a plan not obtained on the individual market, for the employee and his or her expected family (as long as required by law). Compensation in lieu of health and welfare benefits for part-time employees will be determined by percentage of eligibility (see 27.1.2.1 and 27.1.2.2).

27.1.1.1 Vision

The District will provide a fully paid vision care insurance policy including annual eye examination and prescriptive lenses.

27.1.1.2 Life Insurance

Full-time employees will receive a fully paid \$20,000 life insurance policy which includes coverage for accidental death and dismemberment. In addition, the District will provide a fully paid

\$30,000.00 term life insurance policy to all unit members employed for four (4) hours or more per day.

Supplemental life insurance will be made available for eligible employees and their dependents. Supplemental Accidental Death and Dismemberment Insurance will be offered to eligible employees.

27.1.1.3 Dental

The District will provide eligible employees and their dependents with a fully paid dental insurance plan. The plan will provide coverage up to an annual maximum of \$1500.00 per person covered.

27.1.1.4 Income Protection

Upon claim approval, the The District will provide seventy-five percent (75%) of income benefits for up to one (1) year for eligible employees. Substitute differential pay per applicable sections of the Education Code is considered to run concurrently with the benefits provided in this section. During any time when the employee is receiving substitute differential pay, the total amount of income protection received (including income protection) will not exceed the employee's regular salary.

27.1.1.5 Section 125 Cafeteria Plan

The District will provide a Section 125 Cafeteria Plan.

27.1.1.6 The District allows participation in a 457 Plan.

27.1.2 Part-Time Employees

All part-time employees working four (4) or more hours will receive prorated fringe benefits on the total fringe package based on the following conditions:

27.1.2.1 The District will contribute on a prorated share based on the number of hours served weekly as a proportion of a standard forty (40) hour work week.

27.1.2.2 The part-time employees will pay on a monthly basis the difference between the yearly premium and the District allocation.

Article 28 - Retirement Health Benefits

The Board shall provide premiums for health insurance benefits under the following schedule if the employee has reached age 55 or over and elects to retire. All benefits stop at age 65 or when eligibility for federal or state health insurance becomes available, however medical and dental **(if the option is available)** may be continued indefinitely at bargaining unit member's own expense. Service and age requirements and percentage of premiums paid are as indicated in the chart below.

Years of Service (after complete years)

Age	10	11	12	13	14	15	16	17	18	19	20-24	25-29	30
55	40%	44%	48%	50%	56%	60%	64%	68%	72%	78%	80%	80%	100%
56	45%	49%	53%	57%	61%	65%	69%	73%	77%	80%	80%	80%	100%
57	50%	54%	58%	62%	66%	70%	74%	78%	80%	80%	80%	80%	100%
58	55%	59%	63%	67%	71%	75%	79%	80%	80%	80%	80%	90%	100%
59	60%	64%	68%	72%	76%	80%	80%	80%	80%	80%	80%	90%	100%
60+	60%	64%	68%	72%	80%	80%	80%	80%	80%	80%	80%	100%	100%

The percentages in the chart are percentages of the medical cap.

28.1 Cash in Lieu of Benefits for Eligible Retirees

- Retirees who are eligible for health insurance and show evidence of being covered through a spouse's employer, may waive medical insurance and receive up to \$3,000 per year in lieu of health benefits. The same percentage rates of premiums paid for retirees will be adjusted to the amount of cash retirees receive per year.
- Retirees must request to participate in the Cash In Lieu program during the District's standard Open Enrollment Period
- The Cash In Lieu benefit will be earned at the same rate as the retiree's earned prorated benefits entitlement (e.g. if an employee receives 40% of their medical cap, they will receive 40% of the negotiated Cash In Lieu benefit)
- Employees retiring at any other time during the school year will begin to accrue the Cash In Lieu benefit on the first day of the second month following retirement (e.g. if an employee retires December 15, he/she will begin to accrue Cash in Lieu benefits on February 1).

If the employee becomes eligible July 1st or August 1st, cash in lieu benefits will begin on September 1st when salary deductions occur in ten (10) month increments.

- Payment will be made once a year in December
- The Cash In Lieu benefit will be taxable
- The Cash In Lieu of benefits will end when the retiree turns age 65
- The Benefits Department will send a reminder notice to eligible retirees of the Open Enrollment Period
- The Benefits Department will run a supplemental payroll run for the Cash In Lieu payment which will automatically generate a W-2
- If there is a Qualifying Event, retirees can opt out of Cash In Lieu at any time during the year, but they can only switch into Cash In Lieu during the Open Enrollment Period

Article 29 - Summer School

A unit member assigned to a summer school position, which is normally within the bargaining unit shall receive, on a pro rata basis, the compensation and benefits that are applicable to that position. "Benefits" as used in this clause are defined to include sick leave, vacation, holidays, and contributions by the District toward the unit member's retirement programs.

Summer school positions shall be posted for a minimum of five (5) working days at all sites. Such posting may or may not be site specific. The postings shall indicate an application deadline.

Assignment of unit members to summer school shall be based on qualifications and/or experience as related to the job classifications and/or experience as related to the job descriptions and qualifications. When experience and qualifications are approximately equal, assignment shall be made on the basis of District seniority. If two or more candidates have equal seniority, assignment shall be by lot.

Article 30 - Conclusion of Meet and Negotiate

30.1 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 or matter whether referred to or covered in this agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of

either or both the District or the Association at the time they met and negotiated on the execution of this Agreement, and even though such subjects or matters were proposed and later withdrawn.

30.2 Nothing in this Agreement shall preclude both parties from initiating a separate Agreement by mutual consent to serve any new problems, or to react to new legislation or court decisions that may be in the interest of both parties.

30.3 Within thirty (30) days after mutual ratification of this Agreement, the District shall duplicate and provide a copy of this Agreement to each bargaining unit member. Any employee who becomes a member of the bargaining unit after the execution of the Agreement shall also receive a copy of this Agreement.

Article 31 - Savings

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid except to the extent permitted by law; however, all other provisions will continue in full force and effect.

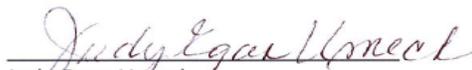
Article 32 - Term

This Agreement shall remain in full force and effect from July 1, 2016 through June 30, 2019, and shall remain in effect on a day-to-day basis until a successor Agreement is reached between the District and CSEA, with two (2) reopeners for each party the second (2nd) and third (3rd) years of the contract, in addition to salary and benefits. Additional reopeners by mutual agreement.

NOW, WHEREOF, this Agreement is entered into on the date indicated below and as indicated herein.

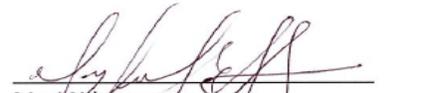
FOR THE DISTRICT:


Jennifer Stevenson,
Assistant Supt. Human Resources


Judy Egan Urneck
Saugus Union School District
Board Representative

FOR THE ASSOCIATION:


Laura Kumazawa
Chapter President
CSEA, Chapter 112


Mari Nikogosyan
Labor Relations Representative
California School Employees Association

June 21, 2016
Ratified by Board of Trustees

June 8, 2016
Ratified by CSEA



APPENDICES

APPENDIX "A" – Classified Position Key

APPENDIX "B" – Classified Salary Schedule

APPENDIX "C" – Classified Timesheet

APPENDIX "D" – Classified Personnel Absence Report

APPENDIX "E" – Catastrophic Leave Bank Donation Form

APPENDIX "F" – Catastrophic Leave Request Form

APPENDIX "G" – Classified Reclassification Review Request Form

APPENDIX "H" – Reclassification Response

APPENDIX "I" – Classified Employee Verbal Documentation for Discipline

APPENDIX "J" – Classified Grievance Form

APPENDIX "K" – Tuition Reimbursement



Classified Personnel Position Grade Key --- Effective July 1, 2018

POSITION GRADE & CLASSIFICATION			
1	D. O. Clerical Assistant	18	Child Care Accounts Receivable Technician Computer Support/Graphics Arts/Publication Spec. Reprographics Technician
	Campus Supervisor ** (see salary schedule)		
	Instructional Assistant Library Media Assistant		
2	Health Care/Physical Assistance Aide		
3			
4	Bilingual Instructional Assistant Special Ed. Instructional Assistant	19	
5		20	Accounts Payable Technician Maintenance Mechanic Maintenance - Electrician Warehouse Person
6	Instructional Specialist (Art/Computer/Music/P.E.)		
7	Instructional Assistant - NCLB Library Media Specialist Behavior Management (Severe) Special Ed. Paraeducator (Severe)	21	District Office Administrative Secretary Early Start Service Coordinator Office Manager Secretary to Director of Student Support Services Secretary to the SELPA Administrator Homeless/Foster Youth Liaison
8			Parent and Community Liaison
9		22	
10	Clerical Assistant Early Start Paraeducator Health Care Assistant	23	Accounting Tech. Child Care/Preschool Budget/Program Accountant Payroll Technician (Certificated/Classified) Planning/Enrollment/Attendance Technician Purchasing/Contracts/Inventory Technician Medi-Cal Technician Fiscal Accountant Human Resources (Certificated/Classified) Substitute Employee Coordinator (SEMS) Benefits Technician Student Database Systems Technician
11	Custodian I	24	Information Services Systems Support Technician
12	D.O. Administrative Clerk School Office Assistant Special Ed. Paraeducator (INTERPRETER) Warehouse Helper	25	Certified Occupational Therapy Asst. COTA
13	Apprentice Gardener	26	HVAC Technician Supervisor of Grounds Information Services Systems Technician Maintenance Technician SELPA Accountant
14	Child Care Tuition Clerk Fiscal Services Administrative Clerk Receptionist/Secretary Personnel Administrative Clerk		
15	Bilingual Interpreter/Translator Health Care Assistant/Licensed Nurse Speech Language Pathology Assistant (SLPA)	27	Lead Payroll Accountant
16	Gardener	28	Transportation, Security, and Maintenance Supervisor Facilities Accountant II
17	Apprentice Maintenance Mechanic	29	
	Custodian II	30	Senior Technology Systems Engineer



SAUGUS
 Union School District
Excellence in Elementary Education

Classified Personnel Salary Schedule
 2018 - 2019

Grade	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6	
001	\$1,872	\$10.81	\$2,127	\$12.27	\$2,310	\$13.32	\$2,515	\$14.53	\$2,640	\$15.24	\$2,780	\$16.03
Campus Supervisor	\$2,097	\$12.10	\$2,235	\$12.89	\$2,406	\$13.89	\$2,564	\$14.79	\$2,703	\$15.60	\$2,843	\$16.41
002	\$2,243	\$12.95	\$2,417	\$13.95	\$2,583	\$14.90	\$2,761	\$15.92	\$2,904	\$16.75	\$3,045	\$17.58
003	\$2,358	\$13.62	\$2,544	\$14.68	\$2,711	\$15.63	\$2,904	\$16.75	\$3,045	\$17.58	\$3,196	\$18.44
004	\$2,467	\$14.24	\$2,630	\$15.17	\$2,831	\$16.34	\$3,016	\$17.40	\$3,179	\$18.35	\$3,345	\$19.30
005	\$2,541	\$14.68	\$2,681	\$15.49	\$2,822	\$16.31	\$3,001	\$17.32	\$3,167	\$18.24	\$3,323	\$19.18
006	\$2,692	\$15.54	\$2,831	\$16.34	\$3,080	\$17.77	\$3,265	\$18.85	\$3,462	\$19.97	\$3,632	\$20.95
007	\$2,814	\$16.26	\$2,959	\$17.11	\$3,108	\$17.95	\$3,322	\$19.14	\$3,511	\$20.26	\$3,687	\$21.29
008	\$2,911	\$16.81	\$3,060	\$17.64	\$3,222	\$18.58	\$3,431	\$19.81	\$3,628	\$20.92	\$3,804	\$21.96
009	\$3,000	\$17.32	\$3,148	\$18.18	\$3,322	\$19.14	\$3,520	\$20.32	\$3,720	\$21.47	\$3,907	\$22.56
010	\$3,081	\$17.79	\$3,242	\$18.75	\$3,412	\$19.68	\$3,611	\$20.85	\$3,832	\$22.10	\$4,027	\$23.21
011	\$3,162	\$18.23	\$3,329	\$19.26	\$3,511	\$20.26	\$3,720	\$21.47	\$3,956	\$22.84	\$4,151	\$23.99
012	\$3,249	\$18.78	\$3,427	\$19.77	\$3,606	\$20.84	\$3,827	\$22.06	\$4,058	\$23.42	\$4,261	\$24.62
013	\$3,327	\$19.23	\$3,509	\$20.26	\$3,688	\$21.29	\$3,924	\$22.68	\$4,153	\$23.99	\$4,365	\$25.14
014	\$3,431	\$19.81	\$3,610	\$20.85	\$3,791	\$21.88	\$4,030	\$23.22	\$4,274	\$24.66	\$4,480	\$25.88
015	\$3,509	\$20.26	\$3,688	\$21.29	\$3,877	\$22.42	\$4,110	\$23.74	\$4,367	\$25.23	\$4,584	\$26.50
016	\$3,593	\$20.77	\$3,789	\$21.86	\$3,985	\$23.02	\$4,237	\$24.45	\$4,479	\$25.88	\$4,707	\$27.17
017	\$3,672	\$21.22	\$3,863	\$22.29	\$4,071	\$23.51	\$4,334	\$25.00	\$4,580	\$26.48	\$4,809	\$27.74
018	\$3,764	\$21.72	\$3,957	\$22.85	\$4,164	\$24.03	\$4,436	\$25.56	\$4,693	\$27.10	\$4,922	\$28.41
019	\$3,846	\$22.20	\$4,050	\$23.39	\$4,270	\$24.66	\$4,524	\$26.14	\$4,792	\$27.65	\$5,033	\$29.03
020	\$3,941	\$22.76	\$4,140	\$23.92	\$4,359	\$25.13	\$4,625	\$26.70	\$4,888	\$28.22	\$5,135	\$29.58
021	\$4,020	\$23.19	\$4,236	\$24.44	\$4,448	\$25.64	\$4,721	\$27.28	\$5,000	\$28.87	\$5,252	\$30.30
022	\$4,097	\$23.67	\$4,315	\$24.90	\$4,554	\$26.27	\$4,827	\$27.85	\$5,131	\$29.58	\$5,388	\$31.06
023	\$4,184	\$24.14	\$4,404	\$25.41	\$4,634	\$26.79	\$4,917	\$28.36	\$5,212	\$30.12	\$5,471	\$31.59
024	\$4,275	\$24.67	\$4,500	\$25.97	\$4,737	\$27.34	\$5,054	\$29.16	\$5,326	\$30.73	\$5,588	\$32.29
025	\$4,357	\$25.11	\$4,584	\$26.50	\$4,825	\$27.83	\$5,135	\$29.58	\$5,413	\$31.23	\$5,682	\$32.80
026	\$4,443	\$25.62	\$4,681	\$27.00	\$4,917	\$28.36	\$5,222	\$30.15	\$5,544	\$31.97	\$5,821	\$33.61
027	\$4,532	\$26.16	\$4,774	\$27.54	\$5,014	\$28.93	\$5,326	\$30.74	\$5,655	\$32.62	\$5,937	\$34.25
028	\$5,177	\$29.86	\$5,399	\$31.14	\$5,620	\$32.43	\$5,891	\$33.99	\$6,171	\$35.60	\$6,422	\$37.05
030	\$6,467	\$37.31	\$6,651	\$38.37	\$6,835	\$39.43	\$7,020	\$40.49	\$7,203	\$41.57	\$7,388	\$42.63

Effective July 1, 2018



CLASSIFIED PERSONNEL ABSENCE REPORT

Name _____ Date _____

School or Department _____ Position _____

Date of Absence _____ Or From _____ Through _____

REQUEST FOR ABSENCE:

- _____ 1. Vacation*
- _____ 2. Family Illness (Doctor's Statement May Be Required)
- _____ 3. Personal Illness or Injury (Doctor's Statement May Be Required) (Sick Leave Deduction)
- _____ 4. Personal Necessity* (Check One Below) (Sick Leave Deduction)
 - _____ A. Appearance in court as litigant or witness (Attach Verification)
 - _____ B. An accident involving the employee, or a member of the immediate family or their property.
 - _____ C. Other personal necessity. *Definition: Personal necessity will mean legal, business or personal demands, all of which are serious in nature, involve circumstances the bargaining unit member cannot reasonably be expected to disregard and require the immediate attention of the unit member during their hours of service. (Vacation is not an appropriate use of PN time.)*
- _____ 5. Bereavement (Relation to Deceased) _____
 Out of state or over 250 miles _____ Location _____
- _____ 6. Judicial Leave* (attach verification)

I HEREBY CERTIFY THAT THE ABOVE REQUEST FOR ABSENCE IS TRUE AND COMPLIES WITH THE APPLICABLE DEFINITION.

 Employee's Signature _____
 Date

 Supervisor's Signature _____
 Date

_____ Request Approved _____ Request Not Approved

Reason for Denial: _____

 Please Place Total Number of Days for Each Absence in Appropriate Space Below

- _____ ~~Days Vacation~~ Deduction
- _____ Days Sick Leave Deduction
- _____ Days Judicial Leave or District Assignment (Circle One)
- _____ Days Salary Deduction

*Prior Approval of Supervisor Required



CLASSIFIED CATASTROPHIC LEAVE SICK LEAVE "DIRECT DONATION" FORM

I wish to donate _____ hours(s) of my unused sick leave to:
Maximum of 16 hours

Please Print Name

School Site

I understand that I must retain no less than five (5) days or equivalent hours accumulated sick leave after the contribution in order to make this donation, and that any sick leave I donate is an irrevocable donation.

I understand a direct donation does not qualify the donator for eligibility in the "Bank."

If applicable, I understand as a member of CalPERS that the donated sick leave will not be available for certification to the retirement system. This will result in a reduction of service credit that may have otherwise been available to me at the time of retirement. I verify that I understand as a result of this donation, I may exhaust my own accrued sick leave more quickly and be left without compensation/coverage.

Signature: _____

Date: _____

Name: _____

Site: _____

Human Resources/Payroll Department Use Only:

Assistant Superintendent, Human Resources

Date

_____ * Hours(s) transferred as requested above.

Payroll Technician

Classified Catastrophic Leave Request

(Please review guidelines and procedures outlined on back of this Application Form)

Employee Name: Last, First (Please Print)
(Optional)

Site

Employee ID #

I am requesting consideration of donated days or sick days under one of the three following classified Catastrophic Leave options. I understand that participation requires that I have made a one-time donation of one (1) day to the Bank as outlined in CSEA Agreement Article 12.13.1. To apply for Option 1 or Option 2, I must have exhausted all sick leave including Income Protection.

To submit a request to the Catastrophic Review Committee, please include the following attachments and check the appropriate box below:

❖ Option 1 - Bank Days

A letter explaining your need for Catastrophic Bank Days.

1. A physician's letter of verification.
- A "catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates an employee's immediate family member (as identified in CSEA Agreement Article 12.13) and requires the employee to take time off from work for an extended period of time to care for that family member.*

❖ Option 2 - Sick Leave Days

1. A letter explaining your need for use of additional personal Sick Leave Days.
 2. A physician's letter of verification.
- To care for the well-being of the employee's child after birth, or placement for adoption or foster care.*
- To care for the employee's family member who has a serious health condition.*

Employee Signature

Date

Personnel/Payroll Department Use Only:

- Approved by committee Not approved by committee

Assistant Superintendent, Human Resources

Date

_____ Day(s) credited as requested above.

Payroll Technician

Date



Classified Reclassification Review Request

Employee Name: _____

Job Classification: _____ Time in Current Position: _____

Site: _____ Date: _____

Procedure for Reclassification

- 1) Review your current job description (available on the District website) and compare it to the job functions you currently perform.
- 2) Complete the Reclassification Review Request Form.
- 3) Meet with your immediate Supervisor and share your review.
- 4) Your Supervisor will consider your request and then complete the Supervisor Reclassification Review within 30 days.
- 5) Your Supervisor will meet with you and present his/her review, and then forward a copy to the Assistant Superintendent of Human Resources.
- 6) If your Supervisor supports your request for reclassification, the Assistant Superintendent of Human Resources will present your reclassification request to Cabinet. If Cabinet's review is favorable, the District will contact CSEA within 30 days to consult and/or negotiate the appropriate modifications.
- 7) If your Supervisor's or Cabinet's review is unfavorable, you may appeal to CSEA within 10 days.
- 8) CSEA may elect to appeal the determination to the Assistant Superintendent of Human Resources within 30 days of the employee's notification of denial.
- 9) All reclassifications are subject to the approval of the Governing Board.

Please describe significant increase of duties and responsibilities in your job description
 (Please use additional paper if necessary):

Please describe increased skill level in performing your job (please use additional paper if necessary):

 Employee Signature Date

 Supervisor's Signature Date

 CSEA Representative Signature Date



RECLASSIFICATION RESPONSE

Potential Determinations

- 1) You are not working outside of your classification.
- 2) You are performing duties outside of your classification that you should not be performing and must cease doing so.
- 3) You are performing duties outside of your classification which requires that your job description be revised.
- 4) You are performing duties outside of your classification which requires a revision of your job description and commensurate salary upgrade.

- A. _____ Your request to have your position reclassified has been reviewed by Cabinet on _____.
- B. _____ The request will be taken to the Board for their approval at the _____ Board meeting.

Please Note:

An employee that avail him/herself of the reclassification process is not eligible for reconsideration for a period of two years from the date the final determination is transmitted to the employee.

Assistant Superintendent, Human Resources

Date



CLASSIFIED GRIEVANCE FORM

LEVEL _____

Employee's Name: _____

Work Location: _____

Statement of grievance (names, dates, places, etc.)

Article of contract being violated

Reason why prior resolution is unacceptable

Specific remedy desired

Signature

Date

School District Response:

Signature

Date



Classified Tuition Reimbursement Form

To: Board of Trustees
Saugus Union School District

I propose to take the following:

Official course name: _____

Location: _____

Estimated expenses (includes tuition and materials): \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

TOTAL: \$ _____

I feel that this course will benefit me in my position in the following ways:

I request permission to submit receipts for my expenses to the Board for reimbursement upon successful completion of this course:

Employee Name: _____

Position and site: _____

Employee's Supervisor Signature: _____

Assistant Superintendent of Human Resources Signature: _____

Approved by Board of Trustees on: _____

(Date)

Please note:

This is your personal copy of the California School Employees Association/Saugus Union School District Contract. Please write your name and save this valuable resource for future reference.
