

AGREEMENT
Between The
DENAIR UNIFIED SCHOOL DISTRICT



*Where students are family
and learning comes to life!*

And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION



And Its
DENAIR CHAPTER No. 113

July 1, 2019 - June 30, 2022
Updated with all Tentative Agreement language as of September 12, 2022

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ARTICLE I AGREEMENT

1.1 The Articles and provisions contained herein constitute a bilateral and binding Agreement, made and entered into by and between the Denair Unified School District, whose address is 3460 Lester Road, Denair, California, 95316, hereinafter referred to as "District," and CSEA Chapter 113 which is affiliated with the California School Employees Association, hereinafter referred to as the "Association."

ARTICLE II RECOGNITION

The District recognizes CSEA Chapter 113 as the exclusive bargaining for the following unit of classified employees:

2.1 Inclusions:

All classified employees, including classified employees assigned to a District Authorized charter school.

2.2 Exclusions:

The unit excludes positions designated by management as management, supervisory, confidential, and short-term or substitute employees.

2.3 Positions:

Any disputed positions will be submitted to PERB for resolution.

ARTICLE III EVALUATION PROCEDURES

3.1 Formal Evaluation:

Every formal evaluation of an employee shall be followed with a conference. Employees may attach their comments to the evaluation report, or to any adverse material in their personnel files. The employee may have CSEA representation at any conference.

3.2 Evaluation Reports:

Evaluation reports reflecting "requires improvement" or "not satisfactory" ratings shall include a written statement of deficiencies and recommendations for improvements with the District's help.

3.3 Personnel Files:

3.3.1 Right to Examine

Employees shall have the right to examine their personnel files, subject to reasonable regulation.

3.3.2 Right to Copies

Employees shall have the right to receive copies of materials placed in their files, except for exceptions authorized by law.

3.3.3 Derogatory Material

Employees shall be provided with copies of any derogatory material before it is placed in the employee's personnel file. The date material is placed in an employee's file shall be noted on the material.

3.4 Evaluation Procedures:

3.4.1 During Probationary Period

Probationary employees shall be evaluated by the end of the third (3rd) and six (6th) months of employment.

3.4.2 Permanent Employees

Unless mutually agreed, permanent employees shall be evaluated at least once a year, not earlier than January 31st. Completion of evaluation process should be no later than April 30th of each year. The District reserves the right to evaluate employees at any time.

3.5 Probationary Period:

The probationary period in and for each classification shall be six (6) months.

3.6 Evaluation Flow Chart:

3.6.1 Step One: Employee is evaluated by his/her supervisor.

3.6.2 Step Two: Employee receives a written copy of the evaluation report

3.6.3 Step Three: If the employee is evaluated as “requires improvement” or “not satisfactory,” the evaluation report will also contain a written statement showing the employee’s perceived deficiencies and recommendations for improvement.

3.6.4 Step Four: After receiving the evaluation report, the employee may attach written comments to the evaluation report.

3.6.5 Step Five: Conference with supervisor. The conference with the supervisor will take place within ten (10) working days of employee receipt of written evaluation. Extension to timeline will be by mutual agreement only.

ARTICLE IV ORGANIZATIONAL SECURITY

4.1 Organizational Rights:

CSEA shall have the sole and exclusive right to have membership dues deducted for employees in the bargaining unit by the District. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, or other plans or programs jointly approved by CSEA and the District.

4.2 District Agrees:

The District agrees to authorize and direct the County Superintendent to remit such monies to the Association.

4.3 Association Agrees:

The Association agrees to furnish any information needed by the District Board to fulfill the provisions of this Article.

4.4 Hold Harmless:

The Association shall indemnify and hold the District harmless from any and all claims, demands, or legal suits, or any other action arising from the organizational security provisions contained herein.

4.5 Negotiations:

When negotiations are held during the working hours of negotiating team members, substitutes will be hired as practicable. When negotiations end early, the negotiating team members are released for the day. Best efforts will be made by the District in the scheduling of negotiations to equalize District release time and non-work time spent in negotiation sessions. Best efforts will be made by the District and CSEA to complete negotiation sessions by the scheduled time and prior to the end of the school year.

4.6 New Hire Notification

4.6.1 The District shall provide the CSEA notice of any newly hired classified employee into a bargaining unit position, within ten (10) school business days of date of hire, via an electronic mail. Notification shall include the contact information provided by the new hire during the onboarding process.

4.6.2 “Newly hired employee” or “new hire” means any classified employee, whether permanent, full time, hired by the District into a bargaining unit position, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the “date of hire” is the date upon which the employee’s employee status changed such that the employee was placed in the CSEA unit.

4.6.3 The District shall provide CSEA with contact information on the new hires to the extent the District possesses the information. The information will be provided to CSEA electronically via a mutually agreeable secure service and format by the last working day of the month in which they were hired. This contact information shall include the following items, which each field in its own column:

- a. First Legal Name;
- b. Middle Legal Initial;
- c. Last Legal Name;
- d. Birthdate;
- e. Exporting System Employee ID;
- f. Home Street address (incl. apartment #);
- g. City;
- h. State;
- i. Zip Code (5 or 9 digits);
- j. Home telephone number (10 digits)
- k. Personal telephone number (10 digits);
- l. Personal email address of the employee;
- m. Hire Date;
- n. Department
- o. Primary worksite name;
- p. Job Title;
- q. Work telephone number
- r. CALPERS Status (if the District is able to)

4.6.4 Periodic Update of Contact Information: The District shall provide CSEA with a list of each bargaining unit member's name and contact information, as provided by each bargaining unit member and to the extent the District possesses the information, by the last working day of November, March, and July. The information will be provided to the CSEA electronically via a mutually agreeable format. This contact information shall also include the information stated in Section 2.b (above).

4.7 New Employee Orientation

4.7.1 "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

4.7.2 To satisfy the AB 119 new employee orientation requirement, the labor representative and chapter president will be notified when the employee's appointment to sign his/her contract is scheduled, allowing a CSEA representative to meet with the employee after they have signed their employment contract. CSEA shall have fifteen minutes (15) of paid release time for one (1) CSEA representative to conduct the orientation session.

a. If travel is required to conduct the CSEA orientation session, travel time shall also be on paid release time and shall not count towards the fifteen (15) minute CSEA orientation session with the new hire.

b. The CSEA Labor Relations Representative may also attend the CSEA orientation session.

4.7.3 CSEA shall be responsible for the distribution of CSEA membership materials, including any application or orientation packets. CSEA shall provide the copies of the completed CSEA membership applications to the District for payroll purposes.

4.7.4 Once a district email account has been activated, the District shall include the employee in the CSEA email distribution list and send an email with a link or attachment of the CSEA-District collective bargaining agreement.

4.7.5 The orientation session shall be held on District property during the workday of the employee(s), who may be on paid time. The orientation session shall not result in increasing the unity member's or members' daily scheduled work hours or be considered for overtime.

4.7.6 During CSEA's orientation session, no District manager or supervisor or non-unit employee shall be present.

ARTICLE V

ASSOCIATION RIGHTS

5.1 CSEA shall have the right of access at reasonable times to areas in which employees work.

5.2 CSEA shall have the right to use District facilities for CSEA business and organizational meetings.

5.3 CSEA shall have the right to use bulletin boards at sites where employees congregate.

5.4 CSEA shall have the right to the use of employee mailboxes and other means of communication. This shall include but not be limited to mailboxes, phones, faxes and e-mail.

- 5.5 CSEA shall have the right to request and to receive information relevant and necessary for the representation of its bargaining unit members and which is relevant to contract enforcement, discipline, negotiations and any other subjects CSEA may need to investigate in order to fairly represent its bargaining unit members.
- 5.6 CSEA shall have the right to bargaining unit employee addresses and phone numbers upon request.
- 5.7 CSEA shall have the right to release time for investigation and processing of grievances, as well as meetings with the District.
 - 5.8.1 CSEA shall have twenty (20) hours of District paid release time per fiscal year for chapter delegate attendance at the annual CSEA Conference.
 - 5.8.2 In addition to days taken by negotiation team members for purposes of collective bargaining, and/or sanctioned meetings, workshops or conferences, sponsored by the California School Employees' Association, the CSEA president or designee may use up to forty-eight (48) hours of six (6) days during each academic year at his/her discretion. These discretionary days shall have prior approval from the Superintendent who shall notify the appropriate site principal. Any necessary substitute costs shall be incurred by the District. These Association president or designee discretionary days will not accumulate from year to year, and are not transferable, and may not be used for absence other than what is defined in this Article.
- 5.9 The District shall provide the CSEA Chapter President or representative notice of any newly hired employee, within seven (7) days of date of hire via the completed CSEA membership application. The District shall include the CSEA membership packet in any employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide the copies of the CSEA membership packet to the District for distribution.

The District shall concurrently provide CSEA with the following employee information: full name; date of hire; employee identification number; classification and title; FTE value (e.g., 1.00 or .75); pay rate; work site location(s); work phone number; work schedule; email address; home address and phone number. CSEA will maintain the privacy and security of the employee's information.

5.10 Employee Promotion or Transfer Process

When a position becomes available, the District shall post the open position internally through an e-mail to their district e-mail account. Additionally, all sites and departments shall post the e-mail on all staff bulletin board locations for the duration of the posting. If an employee is interested in a vacancy, they would need to submit a letter of interest prior to the position closing. All employees qualified for the position will be contacted and scheduled for an interview as well as participate in pre-employment testing if the employee who submitted the letter of interest has not completed the required testing previously.

ARTICLE VI GRIEVANCE PROCEDURE

6.1 Definitions:

6.1.1 Grievance

A "grievance" is a claim by an employee or CSEA that there has been a violation, misinterpretation or misapplication of a written provision of this Agreement that adversely affects a member of the unit.

6.1.2 Grievant

A "grievant" is normally the employee making the claim. However, where there is a claimed good-faith belief by the Association that there has been a violation, misinterpretation or misapplication of a written provision of this Agreement that directly and adversely affects all members of the unit, the Association may be the grievant.

Job Stewards will be released to process grievances and represent workers without loss of pay.

6.2 Procedure:

Grievances shall be handled in the following manner:

6.2.1 Step 1

A grievant shall discuss the grievance informally with the immediate Supervisor. If the grievance is not satisfactorily adjusted informally, the grievant may process to Step 2 within fifteen (15) working days.

6.2.2 Step 2

If not satisfied with the disposition of the grievance at Step 1, a grievant may present a grievance in writing to his/her immediate supervisor. Copies shall be sent to CSEA and the Superintendent. This statement shall include: The specific grounds of the grievance, including names, dates, and places necessary for complete understanding of the grievance.

6.2.2.1 A listing of the provisions of this Agreement, which are alleged to have been violated or misapplied.

6.2.2.2 The reasons why the solutions proposed in Step 1 are unacceptable.

6.2.2.4 The specific actions requested which will remedy the grievance.

At Step 2, the grievant may elect in writing to represent himself/herself rather than have CSEA provide representation. If the grievant elects to represent himself/herself at this step, or at any later step, CSEA shall be relieved of any further obligation of representation and shall be relieved of any further obligation to share in any further expense of the grievance procedure. CSEA shall have the right to deny grievant the right to move the grievance to binding arbitration. All settlements reached between a self-representing grievant and the District is subject to approval by CSEA.

The immediate supervisor shall communicate his written decision within fifteen (15) working days after receipt of the written grievance.

6.2.3 Step 3

If not satisfied with the disposition of the grievance at Step 2, or if the District does not respond at Step 2 within fifteen (15) working days, the grievant may submit the grievance in writing to the District Superintendent within fifteen (15) working days of the receipt of the response at Step 2 or fifteen (15) working days after the time limit for the District response in Step 2. Within fifteen (15) working days of the receipt of the grievance at Step 3, the Superintendent designee will meet with the grievant and/or the representative in an attempt to resolve the grievance. Within fifteen (15) working days after this meeting, the Superintendent shall deliver to the grievant and CSEA the written response to the grievance.

6.2.4 Step 4

If not satisfied with the disposition of the grievance at Step 3, the grievant may submit the grievance and a request for a hearing, including information required in previous steps, in writing to the Superintendent within fifteen (15) working days of the receipt of the response of the Superintendent or within fifteen (15) working days of the failure of the Superintendent to respond in accordance with Step 3. The hearing will be conducted by an arbitrator chosen from a list of seven (7) names of professional arbitrators, provided by the State Mediation and Conciliation Service. CSEA and the District will choose, by striking the names alternatively, or by mutual agreement, the arbitrator who will conduct the hearing. All fees and expenses charged by the arbitrator shall be shared equally by CSEA and the District. An employee may not proceed to this step without written permission of CSEA. The arbitrator's decision will be final and binding upon the parties.

6.3 Group Grievances:

The District reserves the right to separate grievances filed by two or more employees.

6.4 Employee Processed Grievance:

An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of CSEA as long as the adjustment is not inconsistent with the terms of this Agreement. CSEA shall be provided copies of any grievances filed by employees directly and any written responses by the District.

6.5 Grievance Witnesses:

Any employee required by the District to appear as a witness in connection with this Article shall suffer no loss of pay as a result.

6.6 Time of Grievance Processing:

The parties shall make a good faith effort to process grievances at times which do not interfere with District operations or assigned duties.

6.7 Separate Grievance File:

Records pertaining to an employee's grievance shall be kept in a file separate from the employee's personnel file.

ARTICLE VII HOURS OF EMPLOYMENT

7.1 Notice of Assignment

At the beginning of each school year, classified employees will receive notice of their assigned position(s), work location(s), and number of work days, months and hours.

7.2 Length of Day:

The length of the work day shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each employee shall be assigned a fixed, regular and ascertainable minimum number of hours per day, days per week, and months per year.

Adjustments made to the start/end time of an employee's assigned workday, which fluctuate more than thirty (30) minutes, shall only be made with prior notification to CSEA and an opportunity to bargain such changes.

7.3 Duty-Free Lunch:

Employees who work more than four (4) consecutive hours a day on a regular basis shall be entitled to a minimum 30-minute duty-free lunch period. Employees may schedule their break periods at the end or beginning of their lunch period (See Section 7.6 regarding eligibility for breaks).

7.4 Overtime:

Overtime is time worked in excess of eight (8) hours in any one (1) day, time in excess of forty (40) hours in any calendar week, or time worked on the sixth or seventh day before or after the regularly assigned work week

7.4.1 Full-Time Employees

The work week shall consist of not more than five (5) consecutive days for any employee having an average work day of four (4) hours or more during the work week. Work on the sixth or seventh day shall be compensated at one and one-half (1-½) times the regular rate of pay.

7.4.2 Part-Time Employees

Employees having an average work day of less than four (4) hours during the work week shall be compensated at one and one-half (1-½) times their regular rate of pay for work required to be performed on the seventh day following commencement of the work week. In the event overtime work is available, the overtime work shall be offered to employees working in the classification where the work is needed. Employees at the site where the work is needed shall be offered the overtime work first and then offered District wide to employees in the same classification.

7.5 Compensatory Time

Compensatory time, if granted, shall be granted within the fiscal year in which it was earned.

7.5.1 The intent of compensatory time is allowing the employee time off in lieu of pay for irregular or occasional overtime work. No employee may accrue more than 40 hours of compensatory time in any year. All compensatory time shall be given prior approval from the employee's immediate supervisor. Supervisors shall adhere to the 40-hour cap and will assign compensatory time off whenever possible especially when such time off is most feasible and conducive to their department. Compensatory time may be used at other times of the year with prior approval from the employee's immediate supervisor.

7.5.2 Should an employee accrue more than 40 hours of compensatory time, the overage shall be paid out in the pay cycle following receipt of the employee's timesheet. All unused compensatory

time earned shall be paid out in June before the end of the fiscal year. Compensatory time cannot be carried over to the next fiscal year.

7.6 Rest Periods:

Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.

7.6.1 Employees who work six (6) to eight (8) hours per day shall be assigned two (2) fifteen (15) minute rest periods.

7.6.2 Employees working fewer than six (6) hours per day shall be provided one or two paid rest periods that total a maximum of five (5) minutes per scheduled work hour.

7.7 Minimum Call-In and Call-Back Time:

Employees called back to work after completion of their scheduled shift shall be compensated for a minimum of two (2) hours at the employee's current step within the classification of work being performed.

7.8 Transportation

7.8.1 Assignments: Bus drivers will be assigned routes on a yearly basis.

7.8.2 General Provisions:

a. When the District determines to fill a new bus route with a classified employee, that opening will be posted in the Transportation Department. During this time, a driver may request a transfer to the new open route. Determination of the assignment, when possible, shall be based on, but not limited to, seniority, compatibility of contract time, driver competency/proficiency.

b. All assignments will be determined by the Supervisor of Transportation. Determination of assignment, when possible, shall be based on, but not limited to seniority, compatibility of contract time, driver competency/proficiency.

7.8.3 Regular Hours: Each bus driver shall have designated start/end times for his/her scheduled workday. Included within the workday are times set aside for bus safety check out, bus washing/cleaning, clerical duties, and other related transportation responsibilities. No routes shall be reduced more than 30 minutes from original contract.

7.8.4 Trip Eligibility: Trips are open only to classified employees, including substitutes, if no other classified employees are available, who have all qualifications as determined by the District. The District may assign a trip to a driver and the driver shall be required to perform the assigned trip. The driver may be relieved of a trip if the Superintendent determines the driver has an unavoidable conflict.

When trips are scheduled throughout the year, the Supervisor shall notify all drivers. The Supervisor will determine assignments, and when possible, shall be based on, but not limited to, seniority, compatibility of contract time, driver

competency/proficiency.

7.9 Work Year Calendars

The District shall provide CSEA with its proposal for the classified work calendar for the following school year by January 30th CSEA shall respond with a demand to negotiate the work calendar if so desired.

ARTICLE VIII SAFETY

8.1 Safe Assignment:

Employees shall be assigned to a safe duty station.

8.2 Safety Meetings and Directives:

Periodic safety meetings shall be held at the option of the District during paid duty time. Safety directives shall be issued by the District, as necessary, to maintain safe working conditions.

8.3 No Discrimination:

No employee shall be discriminated against as a result of reporting any safety hazard at the work site.

8.4 Safety Rules:

Employees shall follow safety rules and verbal safety directives. Failure to do so may result in disciplinary action.

8.5 Safety Equipment:

If safety equipment or clothing is necessary for an employee to perform his/her work in a safe manner, such will be provided without cost to the employee.

8.6 First Aid Class / C.P.R.:

The District shall make a good-faith effort to offer CPR and/or First Aid classes to employees of the District, at no cost to the employee, on an annual basis. Such classes shall be scheduled during non-paid time.

ARTICLE IX SAFETY CONDITIONS

9.1 It is the intent of the District to comply with applicable standards of the Division of Industrial Safety of the State of California and those requirements imposed by state or federal law.

9.2 Employees shall be encouraged to report potentially unsafe or existing unsafe conditions to their immediate supervisor and shall be responsible for complying with all District safety standards.

9.3 When the work duties of an employee reasonably require use of any equipment or gear to ensure the safety or work performance of that employee or others as determined by the District, the District agrees to furnish the equipment or gear.

9.4 Employees shall immediately report to their immediate supervisor, in writing, cases of assault or threatened assault suffered by them in connection with their employment.

ARTICLE X

HOLIDAYS

10.1 Paid Holidays

Employees shall be entitled to the following paid holidays, provided that they were in paid status during any portion of the working day immediately preceding or following the holiday:

January 1	New Year's Day
Third Monday in January	M. L. King Day
February 12	Lincoln's Day
Third Monday in February	Washington's Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Friday before Easter	Good Friday
November 11	Veterans Day
Third Thursday in November	Thanksgiving Day
Third Friday in November	Day after Thanksgiving
December 24	Christmas Eve Day
December 25	Christmas Day
December 31	New Year's Eve Day

10.2 Easter and Christmas Recesses:

School recesses during Easter and Christmas shall not be considered holidays for classified employees required to work during these periods.

10.3 Entitlement to Holiday Pay:

Regular employees not normally assigned to duty during the school holidays of December 25 and January 1 shall be paid for these two (2) holidays provided they were in paid status during any portion of the workday of their normal assignment immediately preceding or succeeding the holiday period.

Employees who work a twelve (12) months schedule shall be paid for all of the holidays listed in Section 10.1. Employees who work ten (10) and eleven (11) months shall be paid for the holidays listed in Section 10.1 with the exception of July 4th, unless they are in paid status on the working day immediately preceding or succeeding the July 4th holiday.

10.4 Holidays Falling on Saturday or Sunday:

When a holiday listed in Section 10.1 above falls on a Sunday, the following workday, not a holiday, shall be deemed to be the holiday in lieu of the day observed. When such a holiday falls on a Saturday, the preceding workday, not a holiday, shall be deemed to be the holiday in lieu of the day observed. Employees shall be paid or receive compensatory time off for all hours worked on a holiday, in addition to the regular pay, at the rate of one and one-half (1-½) times their regular rate of pay.

10.5 Additional Holiday Entitlements:

Classified employees at all sites may leave fifteen (15) minutes after the final bell on the last school day before Thanksgiving and Christmas, excluding technology, maintenance, and custodial. Technology, maintenance, and custodial employees may leave three (3) hours early on the last work day before Thanksgiving and Christmas.

ARTICLE XI VACATION

11.1 Entitlement:

Employees shall be entitled to earned vacation at the following rate:

12 MONTH EMPLOYEES	Days per Month	Days per Year
Years 1 - 4	.83	10
Years 5 - 9	1.25	15
Years 10+	1.66	20
11 MONTH EMPLOYEES	Days per Month	Days per Year
Years 1 - 4	.83	9.13
Years 5 - 9	1.25	13.75
Years 10+	1.66	18.25
10 MONTH EMPLOYEES	Days per Month	Days per Year
Years 1 - 4	.83	8.30
Years 5 - 9	1.25	12.5
Years 10+	1.66	16.66

11.2 Probationary Employees:

Earned vacation shall not become a vested right until completion of six (6) months of employment.

11.3 Unearned Vacation:

The District shall deduct any vacation taken but not earned by the final pay warrant. Subject to their obligations to the District, employees shall be entitled to earned but unused vacation pay upon termination.

11.4 Holidays During Vacation:

A holiday falling within a prescribed vacation period shall be deemed a holiday and not chargeable as vacation.

11.5 Prior Notification:

The employee must submit Request for Absence (blue form) to his/her immediate supervisor at least seven (7) calendar days or five (5) working days, in advance of the requested vacation time.

11.6 Ten (10) and Eleven (11) Month Employees:

Employees scheduled to work ten (10) and eleven (11) months or less during a fiscal year shall be paid monthly for earned vacation time. Vacation time may be taken during the school year, but will result in a payroll deduction.

11.7 Twelve (12) Month Employees:

The District considers the vacation benefit as part of workplace wellness and as such encourages 12-month employees to take accrued vacation. Therefore, employees may carry over accrued vacation from one fiscal year to the succeeding year up to a maximum of the following:

Employed for 1 - 4 Years	20 days
Employed for 5 - 9 Years	30 days
Employed for 10+ Years	40 days

Once this maximum accrual level is reached, 12-month employees will cease accruing additional vacation until the balance falls below this level. Employees will be notified in the month their carry over balance reaches the maximum.

Article 11.7 goes into effect for vacation earned as of July 1, 2018. Any vacation earned prior to this date may continue to carry over.

ARTICLE XII LEAVES

12.1 General Policies:

12.1.1 The District may, at any time, require adequate confirmation of stated reasons for leaves, and false statements relating thereto shall be grounds for withholding leave benefits and possible disciplinary action as the District deems appropriate.

12.1.2 An employee on leave of absence may not be gainfully employed by any other employer without the prior consent of the District. Violation of this provision shall be grounds for disciplinary action.

12.1.3 Employees returning from unpaid leaves of absence of indefinite duration shall provide notice of return as soon as practicable, but in no event less than thirty (30) days before return.

12.1.4 The District may require an examination to confirm fitness to resume employment by a physician of its own choice at District expense before an employee is eligible to return to work.

12.1.5 Leaves of absence may be extended only upon approval in writing by the District.

12.1.6 An employee who fails to return to work at the expiration of approved leave and who fails to notify the District as soon as possible shall be deemed to be absent without justification and may be subject to disciplinary action.

12.1.7 When an employee will be absent, he/she will provide prior notification to the District by communication with a designated employee in the District Office at least four (4) hours (except for emergencies) prior to the start of his/her scheduled shift.

12.1.8 All absences must be documented via the District's absence tracking process and approved by the employee's supervisor.

12.2 Bereavement Leave:

12.2.1 An employee will be granted five (5) days leave due to the death of a member of the immediate family. No deduction shall be made from the employee's salary for the days authorized for bereavement leave.

12.2.2 Immediate Family

For purposes of this section, the "immediate family" is defined as any individual presently or formerly related by blood, marriage or foster relationship to the employee.

12.3 Jury Duty:

12.3.1 Employees may be absent from duty to serve as jurors or as witnesses (under subpoena) without loss of pay. Fees paid the employee for such services shall be made payable to the District, but shall not include meal, mileage and/or parking allowances paid for jury duty.

12.3.2 Employees called for jury duty whose absence tends to disrupt the normal operation of the District and who wish to be excused may include a request for assistance with their notice to report for examination or for jury duty.

12.4 Military Leave:

Employees shall be entitled to military leave as provided by law.

12.5 Sick Leave:

12.5.1 Entitlement

Each regularly employed classified employee shall be entitled to leave of absence without loss of pay for illness or injury on the basis of twelve (12) days or fraction thereof of sick leave per calendar year earned on the basis of one (1) day per month.

12.5.2 Termination of District Employment

If employment terminates prior to the end of the school year, and the employee has exceeded his/her prorated sick leave, the amount of money equal to the pay received for unearned sick leave shall be deducted by the final warrant.

12.5.3 Probationary Period

Sick leave may be taken at any time during the year; however, a new employee of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which he/she may be entitled under this section, until the first day of the calendar month after completion of six (6) months of active service with the District.

12.5.4 Part-Time Employees

Regular part-time employees shall be entitled to sick leave in the same ratio as the regular work hours per day, days per week, or months per year of such part-time employees bears to eight (8) hours per day, forty (40) hours per

calendar week, or twelve (12) calendar months during the school year.

12.5.5 Differential Pay

Once a year, each employee shall be entitled to additional sick leave in an amount that, when added to his/her accumulated sick leave, shall not exceed one hundred (100) working days. Such days of paid sick leave shall be compensated at the rate of fifty percent (50%) of the employee's regular salary.

12.6 Industrial Accident and Illness Leave:

12.6.1 Entitlement

The accident or illness must have arisen out of and in the course of the employment of the employee and must be accepted as a bona-fide injury or illness arising out of and in the course of employment by either the State Compensation Insurance Fund or another carrier.

12.6.2 District Notification

The employee shall notify the District Office immediately when an injury or illness arising out of and in the course of employment occurs.

12.6.3 Duration of Allowable Leave

Allowable leave for each accident or illness shall be for a period of sixty (60) days. Such leave shall commence on the first day of absence.

12.6.4 Leaves Extending Into Next Fiscal Year

Should the leave overlap into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him for the same illness or injury.

12.6.5 The leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

12.6.6 During any paid leave of absence, the employee shall be paid such portion of the salary due him for any month in which the absence occurs, which, when added to his temporary disability indemnity, will result in a payment not to exceed his/her full salary.

12.6.7 While on paid industrial accident or illness leave, the employee shall endorse to the District the temporary disability indemnity checks received. The District, in turn, shall issue appropriate salary warrants and shall deduct there from normal retirement and other authorized contributions.

12.6.8 Upon termination of the leave, the employee shall be entitled to 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. If the employee continues to receive temporary disability indemnity, he/she may elect to take as much accumulated sick leave which, when added to temporary disability indemnity, will result in a payment of not more than full salary.

12.6.9 Benefits provided by these rules and regulations shall be applicable from the initial date of employment.

12.6.10 Travel Outside State During Period of Leave

Any employee receiving benefits under these rules and regulations shall, during the period of illness or injury, remain within the State of California unless the District authorizes travel outside the State.

12.7 Personal Necessity Leave:

12.7.1 During any school year, an employee may use up to twelve (12) days of accumulated sick leave as defined in Section 12.5.1 in each year as personal necessity leave days with prior notification to the District. Up to (10) ten personal necessity days may be used by the employee as discretionary days. These leave days shall not be used for concerted labor activities.

12.7.2 Personal necessity is defined as follows:

12.7.2.1 Illness (or death) of a member of his/her immediate family. "Immediate family" shall be as defined under Section 12.2.2 – Bereavement Leave, of this Article.

12.7.2.2 Accident, involving his/her person or property, or the person or property of a member of his/her immediate family as defined in Section 12.2.2 of this article.

12.7.2.3 Appearance in any court or before any administrative tribunal as litigant, party or witness under subpoena or any order made with jurisdiction.

12.7.3 No earned leave in excess of twelve (12) days may be used in any school year for purposes defined in this section. Proof of personal necessity shall be submitted with the request for leave under this section except when discretionary leave is used.

Requests for leave shall be submitted to the District in writing as soon as possible.

12.8 Other Leaves:

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.

12.9 Family Care and Medical Leave:

The Governing Board shall provide each eligible employee with leave in accordance with State (Government Code section 12945.2 and CFRA) and Federal (29 U.S.C. 2601) Family Medical Leave Acts. A summary of the current provisions of these laws will be available at the District Office.

12.10 Time Off for School Visits:

12.10.1 Beginning January 1, 1995, California employers, including the state, with twenty-five (25) or more employees at the same location must allow parents, guardians, or grandparents having custody of one or more children in grades K-12 to take off up to forty (40) hours each school year (not exceeding eight [8] hours in any calendar month) to participate in activities of the school, upon proper notice to the employer. If both parents have the same employer, the entitlement to such a planned absence applies only to the parent who first requests the time off, although the employer may permit both parents to take leave at the same time.

12.10.2 The employees must use existing vacation, personal leave, or compensatory time off for the school activities, unless otherwise provided by a collective

bargaining agreement entered into before January 1, 1995, and in effect on that date. The entitlement of any employee will not be diminished by any collective bargaining agreement term or condition that is agreed to on or after January 1, 1995.

12.11 Pregnancy Leave:

12.11.1 Entitlement

Each classified employee who is required to be absent from duties because of temporary disability caused by or attributed to pregnancy, miscarriage, childbirth, and recovery there from, shall be entitled to leave of absence with pay from accumulated sick leave for such absence in accordance with Article 12.5. Employees who qualify under Pregnancy Leave may elect non-payment and will still be entitled to return to work all the completion of their leave.

12.11.2 Confirmation by Physician

The determination of temporary disability, the length of the required leave of absence, and the beginning and ending dates of the leave shall be confirmed by the physician supervising the pregnancy or related condition.

12.12 Parental Leave:

12.12.1 Entitlement

Eligible bargaining unit members may elect to utilize up to 12 work weeks of child bonding leave to be utilized during the 12 months following the birth of the employee's child, or the placement of a child with the employee in connection with the employee's adoption or foster care of the child as provided by the California Family Rights Act (CFRA) and Education Code section 45196.1.

12.12.2 An employee is eligible if they have been employed by the District for at least 12 months.

12.12.3 If both father and mother work in the District, total bonding time is limited to 12 work weeks total for both employees.

12.12.4 Pursuant to Education Code section 45196.1, if an employee exhausts all available paid leave, and continues to be absent from his or her duties on account of parental leave pursuant to Section 12945.2 of the Government Code, the employee shall be compensated at no less than 50 percent of the employee's regular salary for the remaining portion of the 12-workweek period of parental leave.

12.13 Catastrophic Leave Bank:

When an employee or member of his/her family experiences a catastrophic illness or injury which requires the employee to take time off from work for an extended period of time, and the employee has exhausted all available sick leave and other paid time off, he/she may request donations of accrued vacation or sick leave credits.

12.13.1 Employees may donate a portion of their leave directly to another eligible employee who has no remaining leave, or who anticipates exhausting all leave accruals during the fiscal year.

12.13.2 All leave donations are voluntary, irrevocable, and will be kept confidential.

- 12.13.3 Employees may donate leave by completing and submitting the appropriate form to the Denair Unified School District Office. The Superintendent or designee will be responsible for notifying the Governing Board of Catastrophic Leave requests and total donations received for each request.
- 12.13.4 Leave donations must be a minimum of eight hours and in hourly increments thereafter.
- 12.13.5 CSEA will be the responsible party in soliciting voluntary donations under the above outlined terms.
- 12.13.6 The District Office will be the responsible party in determining what constitutes a catastrophic illness and who is eligible.
- 12.13.7 A balance of fifteen (15) workdays of accumulated sick leave must be maintained by the donor.
- 12.13.8 In the event an employee returns to work without exhausting all donated sick leave, the remaining balance will be moved to a Catastrophic Leave Bank, which may be accessed in consultation with CSEA for employees qualifying for catastrophic leave.

ARTICLE XIII WAGES (Also see Appendix A-1 and A-3 attached.)

The DENAIR UNIFIED SCHOOL DISTRICT 2021-2022 CLASSIFIED HOURLY SALARY SCHEDULE shall be increased by 4% effective July 1, 2022. However, this increase does not represent final salary negotiations for the 2022-2023 school year. The final 2022-2023 CLASSIFIED HOURLY SALARY SCHEDULE negotiations shall be resolved during the 2022-2025 Successor Agreement negotiations to begin no later than September 2022.

The proposed changes for Technology and Paraeducators will be dealt with through separate negotiations.

All historical salary changes appear in Appendix A-3

13.1 Initial Step Placement and Step Movement:

Initial Salary Schedule step placement will be Step 1 of the appropriate Range. In consideration of the employee's education or experience, initial salary schedule step placement shall be no higher than Step 5.

Employees move over one (1) step each year on July 1 following the completion of each school year until they have reached the top step in their classification. Ed code defines the completion of a school year as working at least 75% of the work calendar.

13.2 Longevity:

In order to acquire credit for longevity purposes, an employee must start work before January 15.

Employees who have completed at least 10 years in the District qualify for a longevity stipend. Part-time employees (employees who work less than 4 hours each day) will receive a prorated stipend amount specified on the salary schedule.

13.3 Twelve Monthly Installments

The annual salary of each bargaining unit employee shall be paid in twelve (12) equal monthly installments.

13.4 Repayment in the Event of an Overpayment

In the event an overpayment occurs, the District will notify employees of the overpayment and request to meet within 30 days of the notification to discuss repayment options that work for both the employee and the District. If the employee does not meet within the 30-day timeline, the District will pursue the available civil remedies to recover the balance that is due.

13.5 Payroll Correction in the Event of an Underpayment

In the event an underpayment occurs with a net aggregate of Five Hundred Dollars (\$500.00) or less, the District shall correct payroll and issue the difference within no more than five (5) working days following notice by the employee(s) to the payroll department.

In the event the net aggregate amount is above Five Hundred Dollars (\$500), the employee(s) must notify the payroll department within the first ten (10) calendar days of the month in order to be paid by the end of the month.

13.6 Certificate/Degree Stipend

13.6.1 Certificate: Employees with a specialty certificate may receive an annual stipend up to \$240 paid monthly in increments of up to \$20 prorated based on the application for certificate stipend (Appendix D).

13.6.2 Associate's Degree: Employees with an Associates Degree (AA, AS, etc.) shall receive an annual stipend of \$240 paid monthly in increments of \$20.

13.6.3 Bachelor's Degree: Employees with a Bachelor's Degree (BA, BS, etc.) shall receive an annual stipend of \$360 paid monthly in increments of \$30.

13.6.4 Master's Degree: Employees with a Master's Degree (MA, MS, etc.) shall receive an annual stipend of \$590 paid monthly in increments of \$49.17.

ARTICLE XIV HEALTH BENEFITS

The District shall make available benefit plans which shall be administered through an Internal Revenue Code ("IRC") Section 125 Plan. The IRC Plan shall include a premium conversion option.

14.1 Full-Time Employees:

A "full-time employee" is one who works at least 7.2 hours per day, five (5) days per week.

14.1.1 District Health and Welfare Insurance Programs

The District shall provide each full-time employee (90% -100%) with an employee health and welfare insurance program.

14.1.2 District Cap

The District cap for such benefits shall not exceed an annual amount of six thousand three hundred dollars (\$6,300.00) for full-time employees. The cap shall be prorated, accordingly for full-time employees working less than ninety percent (90%). This cap shall be distributed, as appropriate, among medical, dental, vision and life insurance premium payments on behalf of the employee. In the event a full-time employee's request to add to his/her health and welfare benefit plan exceeds the District's contribution as specified above, the District will grant that employee's request for additional coverage after said employee signs a payroll deduction form.

14.1.3 Full-Time Employees Electing Not to Take Medical Coverage

A full-time employee, who elects not to take one of the benefit plans, must provide documentation to the District that he/she is covered by a group medical plan.

Employees that have met the conditions in the preceding section hired prior to January 1, 2012 will continue to receive cash in lieu of medical benefit payment of six thousand dollars (\$6000), less the cost of Dental and Vision coverage and paid out equally over the 12 monthly pay warrants.

14.2 Part-Time Employees:

A "part-time employee" is one who works four (4) hours or more per day, five (5) days per week.

14.2.1 District Contribution

For part-time employees, the District agrees to pay one-half (½) the cost of health benefits insurance premiums based upon what it would pay for full-time employees.

14.2.2 Part-time Employees Working Five (5) to Seven (7) Hours Per Day

Those classified employees who are employed not less than five (5) hours, but not more than seven (7) hours per day, and who are enrolled in health and welfare benefits, shall receive prorated payment based upon the number of hours worked per day. Example: 5.5 hours worked, the District would pay .6875% of medical, or dental, or vision, or life insurance depending on the employee's enrollment.

14.2.3 Increased Dental Insurance Benefits

The District will contribute, on a prorated basis, toward the annual premium for unlimited dental insurance benefits for part-time employees. This District contribution shall be prorated based upon the same ratio as the regular work hours per day, days per week, or months per year of such part-time employees bear to a full-time employee, which shall become effective at the close of the next window period

14.3 Full Time - Part Time Clarification (Grandfather Clause):

For purposes of this Article (XIV) only, an employee enrolled in District health benefit plans on June 30, 1992 shall be considered "full time" if he/she works six (6) or more hours per day and "part time" if he/she works three (3) or more, but less than six (6), hours per day.

14.4 Retired Employees:

- 14.4.1 Those employees fifty-five (55) years of age or older who qualify under the California Public Employees Retirement System, may upon direct retirement from the Denair Unified School District, elect to remain in the group comprising active employees for the purpose of insurance for medical protection. Those employees who retire and drop their medical coverage shall not be eligible to regain coverage in the District group.
- 14.4.2 Eligibility in the group will be subject to the permission of the company providing said insurance.
- 14.4.3 Retirees must have been regularly employed by the District for not less than fifteen (15) years and shall have been employed at least four (4) hours a day for a minimum of 180 days annually in the work year immediately prior to retirement in order to be eligible for District-paid coverage. Nothing in this Section is intended to prevent retirees who have not completed fifteen (15) years of service from receiving coverage for which they pay their own premiums provided they elect to do so at the time of retirement.
- 14.4.4 The District portion of the premiums for health benefit coverage for the eligible retired employee shall be paid by the District until the retiree attains Medicare age or for ten years from the point of retirement, whichever comes first. Premiums shall be paid in advance to the District for twelve (12) months coverage. The premiums for the first year's coverage shall be paid not later than the first day of the month following the last coverage month subsequent to retirement.

14.5 Active Employees with Medicare Eligibility

For active Medicare eligible employees hired on or after January 1, 2012, the District will make available cash-in-lieu of medical benefit payment less the cost of Dental and Vision coverage, not to exceed the employee's actual cost for Medicare and Supplemental Medical Plans. Medicare and Supplemental Medical Plan documentation will be required annually in November.

The benefits provided by this Section are subject to any changes made in future negotiations, and in no event shall the benefits or premium contributions provided retirees exceed those provided to active employees.

ARTICLE XV EFFECTS OF LAYOFF

15.1 Layoff for Lack of Funds/Lack of Work:

"Layoff for lack of funds" or "layoff for lack of work" includes any in hours of employment or assignment to a class or grade lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff.

15.2 Reemployment Rights:

15.2.1 Layoff for Lack of Work or Lack of Funds

Employees laid off because of lack of work or lack of funds are eligible to reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional examinations within the District during the period of thirty-nine (39) months.

15.2.2 Demotion/Reduction In Lieu of Layoff

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months.

15.3 Reemployment Notification:

15.3.1 District

Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District. Such notice shall be sent to the employee at the employee's latest address on file at the District Office.

15.3.2 Employee

15.3.2.1 An employee shall send notification to the District of his/her intent to accept or refuse reemployment within ten (10) days from the mailing of the reemployment notice, by registered mail.

15.3.2.2 If the employee accepts reemployment, he/she must be willing to report to work within five (5) working days following notification to the District of his/her acceptance. If the employee accepts reemployment but fails to report to work within the five (5) working days following notification, except in cases of illness or emergencies, the employee will be removed from the reemployment list.

15.4 Position Opportunities:

Employees on a reemployment list shall have the right to apply for promotional positions and vacancies within the filing period specified. An employee on a reemployment list shall be notified of promotional and vacancy opportunities. A copy of the promotional and vacancy opportunity shall be sent to the employee in self-addressed, stamped envelopes provided by the employee.

15.5 Health and Welfare Benefits:

An employee who is laid off, resulting in termination of employment, and who was entitled to health and welfare benefits under the provision of this Agreement, may continue insurance programs in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA-Federal Public Law 99-272, Title X").

15.6 Return Rights:

15.6.1 Sick Leave Benefits

If the employee is laid off, all unused sick leave accumulated prior to the effective date of layoff shall be credited back to the employee's records upon his/her reemployment with the District.

15.6.2 Reemployment in Highest Class

Employees shall be reemployed in the highest rated job classification available in accordance with their class seniority.

15.6.3 Vacation

A regular classified employee laid off and subsequently reemployed by the District shall be credited with prior regular service on record at the point of separation for purposes of vacation.

15.6.4 Longevity and Salary Step Placement

A regular employee laid off who is subsequently reemployed by the District shall be reinvested with credit for prior regular service on record at the point of separation for purposes of longevity pay and salary step placement.

15.7 Seniority Roster:

The District shall provide CSEA with an updated seniority roster indicating each employee's seniority and hire dates as of February 1 of each year. In the event multiple employees were hired into the same classification on the same day, a lotto drawing will take place as soon as practicable to determine seniority prior to sending out the seniority roster to employees. An employee must challenge his/her place on the list within ten (10) working days of receiving the list from the District, stating the basis for the challenge and with such supporting evidence as is available, or the District may consider the placement correct as it affects an employee.

As of the 2014-15 fiscal year, seniority will be determined by the original date of hire in each position.

15.8 Notice of Layoff:

Procedures for layoff notice and right to hearing are set forth in Ed Code section 45117.

15.9 Meet and Confer:

The District shall notify CSEA in writing of the proposed action by February 15. Upon request, the District shall meet with CSEA to discuss the proposed layoff. The parties agree that the decision to layoff employees rests solely and exclusively with the district, the impact of layoff on working conditions shall be the sole topic of the discussions provided for above.

15.10 Notice Contents:

The CSEA Chapter President shall be notified of proposed layoffs. The notice of layoff shall contain the following information:

15.10.1 The employee's displacement rights, if any.

15.10.2 The employee's reemployment rights.

15.11 Bumping:

15.11.1 Bumping Rights

An employee laid off from his/her present class may bump the employee with the least seniority in the next equal or lower class in which the employee has greater seniority. The employee may continue to bump into such equal or lower classes to avoid layoff.

15.11.2 Seniority for Bumping

For purposes of bumping, seniority shall include the service in the class in which the reemployment occurs and in higher related classes in which class the employee holds the highest seniority.

15.11.3 Salary Placement for Employee's Displacement:

For employees exercising displacement rights (bumping) to a lower classification, the employee will be placed on that step of the lower classified salary range to provide the closest salary to what they were previously earning, provided that such placement does not result in a higher hourly rate. Employees bumping into equal classifications shall remain on their present step placement at the time of layoff.

15.12 Layoff in Lieu of Bumping:

An employee who elects a layoff in lieu of bumping maintains his/her reemployment rights under this Agreement.

ARTICLE XVI EARLY RETIREMENT INCENTIVE PROGRAM

16.1 In order to encourage early retirement for District classified employees, all classified employees who satisfy all of the following conditions are eligible for early retirement under this Article.

16.1.1 Have worked in the District to at least fifteen (15) years; and

16.1.2 Are at least fifty-five (55) years of age; and

16.1.3 Have worked at least four (4) hours per day or more prior to retirement eligibility in PERS; and

16.1.4 Are immediately eligible for retirement in PERS; and

16.1.5 Remain retired upon electing to retire pursuant to the terms of this Article.

16.2 All classified employees who qualify under the terms of this Article will receive one hundred percent (100%) of the District's contribution on their medical health care benefits, excluding dental and vision care benefits in their entirety, at the time of retirement. All qualifying employees will be responsible for any and all contributions necessary to maintain coverage beyond the District's contribution at the time of retirement. All retired employees who retire pursuant to this Article will be solely responsible for any cost increases if coverage costs at any time during the time benefits are conferred pursuant to this Article.

16.3 The benefits conferred by this Article shall be maintained for ten (10) years or until the qualifying employee reached Medicare age, whichever comes first.

16.4 The benefits conferred by this Article will cease forever if an employee retires pursuant to this agreement and then declines the insurance coverage conferred by this agreement.

16.5 In order to qualify for the early retirement incentive described in this agreement, a qualified employee must do the following:

16.5.1 Notify the District in writing no later than November 15 that he/she will be retiring and accepting the benefits described in this agreement.

16.5.2 Actually be retired by December 31 of the following year.

16.6 It is recognized by the parties to this Agreement that some classified employees may desire early retirement, but may not satisfy the conditions of this agreement. The parties agree that the District may negotiate early retirement agreements with these classified employees on a case-by-case basis. The District will notify CSEA in writing

prior to conducting any negotiations, and CSEA will be present in all negotiations pursuant to this Section.

16.7 Age to Determine Premium Payment:

The age of the employee on the final checkout day of his/her contract shall be the age used to determine the contribution toward the employee's health premium.

16.8 Not Qualified for Early Retirement:

Retired employees who retire, but do not qualify under the Early Retirement Incentive Program, shall be allowed to continue to be part of the District's medical insurance coverage program by paying the required monthly premium for such coverage.

ARTICLE XVII DISTRICT RIGHTS

17.1 Management Rights:

17.1.1 It is understood and agreed that the District retains all of its powers and authority to direct and control to the full extent of the law. Included in, but not limited to, those duties and powers are the rights to: direct the work of its employees; determine the method, means and services to be provided; establish the educational philosophy and the goals and objectives; insure the rights and educational opportunities of students; determine the staffing patterns; determine the classification of positions; maintain the efficiency of the District operations; determine the curriculum; build, move or modify the facilities; develop a budget; develop and implement budget procedures and determine the methods of raising revenues. In addition, the District retains the right to hire, assign, evaluate, promote, terminate and discipline employees, and to take action on any matter in the event of a natural emergency.

17.1.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and discretion in connection therewith, shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the laws of the State of California.

17.2 Right to Amend:

17.2.1 The District will amend its written policies and procedures and take such other action, by resolution or otherwise, as may be necessary to give full force and effect to the provisions of this Agreement.

17.2.2 The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of a natural emergency, limited to changes necessary to meet the needs of a particular emergency.

ARTICLE XVIII DISCIPLINARY ACTION

18.1 Definition:

18.1.1 Disciplinary action, as used in this Article, includes, but is not limited to, dismissal, demotion, suspension, temporary reduction in hours or reassignment without the permanent employee's voluntary consent. This Article shall not limit the District's right to evaluate, or reprimand orally or in writing, or to counsel employees; nor shall anything in the District's evaluation procedures limit the District's right to discipline employees pursuant to this Article subject to the appeal procedures below.

18.1.2 Bargaining unit employees with permanent status shall be subject to

disciplinary action only for just cause.

18.2 Progressive Discipline

- 18.2.1 The District shall endeavor to impose discipline on a progressive basis. Isolated misconduct or performance problems will result in the employee being, first, orally counseled and/or provided with written warning regarding the conduct giving rise to potential disciplinary action. The employee may submit a response or rebuttal to the written reprimand or warning which will be retained in the record along with the reprimand. The reprimand or warning is not subject to the grievance procedure.
- 18.2.2 It shall be the goal of the District and the employee to correct deficient behavior without the imposition of severe discipline. After initial counseling and/or warning, subsequent incidents of misconduct or deficient performance may result in more severe discipline, up to and including termination, without further written warning.
- 18.2.3 Notwithstanding the provisions of this Article, the Superintendent may, without prior counseling and/or written warning, initiate severe disciplinary action (i.e., suspension, demotion, termination) when the employee's misconduct is of such a serious nature as to necessitate the imposition of suspension, demotion or termination, without the benefit of prior written counseling or warning.
- 18.2.4 Whenever possible, the District will endeavor to assist the employee in correcting deficient performance or incidents of misconduct. However, it shall be the employee's ultimate responsibility to respond to notice of deficiencies or misconduct. An employee's failure or refusal to respond to or correct incidents of misconduct or deficient performance, after oral or written notice, shall be grounds for further disciplinary action.
- 18.2.5 Suspension
- 18.2.5.1 An oral reprimand and/or a written reprimand or warning shall be given to an employee concerning his/her misconduct or deficient performance prior to any subsequent suspensions being given to him/her. In instances where the Superintendent believes that a written reprimand or warning is inappropriate due to the nature of the misconduct, the superintendent may initiate suspension, demotion or termination without a prior written reprimand or warning.
- 18.2.5.2 The employee shall be notified in writing regarding the proposed suspension. Said notice shall contain a statement of specific acts and omissions upon which the suspension is based, a statement of the cause or causes for the action taken, a statement of the beginning and ending dates of the suspension, and a statement that the employee has the right to discuss informally a proposed suspension with the Superintendent or his/her designee prior to the suspension.
- 18.2.5.3 In circumstances where the Superintendent believes the employee's presence would lead to a clear and distinct danger to the lives, safety, or health of students or fellow employees, the Superintendent may place an employee on immediate administrative leave with pay without scheduling a pre-suspension conference. In such cases, the Superintendent shall schedule an informal conference with the employee, and provide the employee with written notice thereof as soon as possible after the suspension has commenced.

18.3 Causes for Discipline of a Permanent Employee

The District may discipline permanent employees for just cause, including, but not limited to, the following provisions:

- 18.3.1 Falsifying any information supplied to the District. This includes, but is not limited to, information supplied on application forms, employment records, time sheets or cards, absence forms or any other district records.
- 18.3.2 Incompetence or inefficiency in performance of the duties of his/her position.
- 18.3.3 Carelessness or negligence in the performance of his/her work duties or in the care of District property.
- 18.3.4 Abandonment of position. Three (3) days absence without leave shall be deemed abandonment and shall result in a voluntary resignation.
- 18.3.5 Absence without leave, repeated tardiness, excessive absenteeism, including abuse of illness or other leave provisions.
- 18.3.6 Commission of an act involving moral turpitude.
- 18.3.7 Conviction of a felony, conviction of any sex or substance abuse offense made relevant by provisions of the Education Code or any other applicable laws. A plea of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction within the meaning of this action.
- 18.3.8 Insubordination.
- 18.3.9 Possession or consumption of any controlled substance while on duty or in such close time proximity thereto as to cause any detrimental effect upon pupils, upon the employee or upon employees associated with him/her.
- 18.3.10 Knowingly providing verbal or written confidential information to an unauthorized person or persons.
- 18.3.11 Dishonesty or theft, including deliberate destruction, damage or removal of District or another person's property.
- 18.3.12 Actively working for any political party or cause during assigned work hours.
- 18.3.13 Unauthorized use, or misuse, of District supplies, materials, facilities, equipment or other property.
- 18.3.14 Willful or persistent violation of the Education Code or District rules, policies or procedures. This shall also include violation or refusal to obey safety rules or regulations made applicable to public schools by the Board of Education or by an appropriate state or governmental agency.
- 18.3.15 Failure to possess or keep in effect any license, certificate or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.
- 18.3.16 Discourteous, offensive, or abusive conduct or language toward the public, a pupil, or another officer or employee of the District.
- 18.3.17 Physical or mental disability, which disability precludes the employee from the proper performance of his/her duties and responsibilities as determined by a competent medical authority, except as otherwise provided by contract or by

law regulating retirement of employees.

18.3.18 Any cause set forth in the California Education Code which mandates discipline or dismissal.

18.4 Procedure for Imposing Disciplinary Action on an Employee

18.4.1 Informal Conference

An employee against whom the disciplinary action is being considered may be requested to attend a conference with the immediate supervisor and his/her designee prior to official written notification or any recommended disciplinary action. At such conference, the employee shall be informed orally of the specific disciplinary action being considered as well as the reasons therefore and be given an opportunity to respond thereto. At such a conference, the employee may represent himself/herself and/or be represented by a CSEA representative. Holding such an informal conference is discretionary with the District, and the failure to do so shall not invalidate any disciplinary action taken pursuant to this regulation.

18.4.2 Written Notice

Prior to the imposition of disciplinary action, the District shall give written notice to the employee. This written notice of disciplinary action shall be deemed sufficient if personally delivered or sent to the employee by certified mail, return-receipt requested, at least ten (10) calendar days prior to the date when the disciplinary action is proposed to be effected.

The contents of the written notice may include, but need not be limited to, the following:

18.4.2.1 A statement in ordinary and concise language, of the specific acts and omissions upon which the disciplinary action is based;

18.4.2.2 A statement of the cause, or causes, for the action taken;

18.4.2.3 If it is claimed that the employee has violated a rule or regulation of the District, a statement of the rule or regulation;

18.4.2.4 A statement of the discipline proposed, including beginning and ending date(s) if appropriate;

18.4.2.5 A statement that the employee may file a request for a hearing before the Governing Board directly with the Superintendent or his/her designee.

18.5 Skelly Hearing: A Request To Be Heard

18.5.1 To dispute the proposed charges or the proposed penalty, the employee must file a request for hearing with the Superintendent. He/she may file a request by signing and dating the "Request To Be Heard" form and returning it to the Superintendent within ten (10) days, either personally or by certified mail, return-receipt requested.

18.5.2 The Request To Be Heard form will be enclosed with the notice.

18.5.3 If the employee does not respond to 18.5.1 above, the District will impose the discipline as noticed.

18.6 Immediate Suspension

18.6.1 Notwithstanding other provisions of this Article, an employee against whom disciplinary action is to be taken may be immediately suspended with pay upon verbal notification pending a hearing.

18.6.2 This verbal notification shall be followed by service upon the employee of the written notice set forth in 18.4.2.

18.7 Association Representation

The employee may represent himself/herself and/or may request the presence of an Association representative at any meeting scheduled by administrator where disciplinary action is the subject of investigative questioning.

18.8 Hearing:

18.8.1 The Hearing will be conducted by a hearing officer (i.e., an arbitrator chosen from seven (7) names provided by the State Mediation and Conciliation Service). An Arbitrator shall be selected by mutual agreement or by alternately striking names. The Administrative Law Judge will be obtained through the Office of Administrative Hearings.

18.8.1.1 CSEA and the District will share equally the payment of other costs, including payment for the services and expenses of the arbitrator and the court reporter.

18.8.1.2 Any decisions rendered by such a designee shall be binding to the employee and the District.

18.8.2 If an employee requests a hearing and subsequently fails to appear at such hearing, the employee shall be deemed to have waived any rights to participate or be represented at the hearing and action may be taken without further notice to the employee, based upon the recommendation of the Superintendent, and previously served upon the employee.

18.8.3 The hearing shall be conducted in closed session unless the employee requests a public hearing.

18.8.4 At such hearing, the employee shall be entitled to represent himself/herself, and/or to be represented by the association to introduce relevant evidence on his/her behalf, to cross-examine witnesses and to challenge evidence presented by the District.

18.9 General Provisions

18.9.1 Suspensions pursuant to this Article shall not reduce or deprive the employee of seniority or benefits.

18.9.2 A proposed disciplinary action may be settled at any time. The terms of such settlement shall be reduced to writing. An employee shall, if requested by the employee, be granted a reasonable amount of time to have the proposed settlement reviewed by his/her chosen representative prior to signing it.

ARTICLE XIX CONTRACTING

19.1 Contracting: During the life of this Agreement, the District agrees that it will not contract out work which has been customarily and routinely performed by employees in the bargaining unit which will result in the displacement or reduction in hours, wages, benefits, transfer or reassignment of bargaining unit employees. The District

reserves the right to exercise provisions outlined in Education Code 45103.1 as necessary.

ARTICLE XX ENTIRE AGREEMENT

20.1 Waiver:

Negotiations may be reopened for any unforeseen circumstance regarding this Agreement or District Policy upon mutual agreement between CSEA and the District.

20.2 Savings:

In the event that any provision of this Agreement shall at any time be declared invalid by any administrative agency or court of competent jurisdiction, such decision shall not invalidate any other provision of this Agreement and all remaining provisions shall remain in full force and effect.

ARTICLE XXI CONCERTED ACTIVITIES

Apart from and in addition to existing legal restrictions upon work stoppages, CSEA hereby agrees that neither it nor its officers, officials, agents, or representatives, shall initiate or participate in any strike, walkout, slowdown, or other work stoppage which occurs against the District during the lifetime of this Agreement. In the event of any strike, walkout, slowdown or work stoppage by members of the bargaining unit during the lifetime of this Agreement, CSEA and its officers, agents, representatives and responsible officials will do everything reasonably within their power to end or avert them.

ARTICLE XXII TERM OF AGREEMENT AND REOPENER

22.1 Term:

The term of this Agreement shall be July 1, 2019 to June 30, 2022.

22.2 Reopeners:

The following Articles may be reopened in the 2020-2021 and 2021-2022 school years by each party presenting its proposal to the Board of Trustees.

22.2.1 Article XIII: Wages and/or Article XIV: Health Benefits; and

22.2.2 Two (2) additional Articles.

If the Denair Unified Teachers Association receives an increase in wages or benefits, or if any new unrestricted funds become available, the District shall notify CSEA and negotiations shall be reopened upon written request from CSEA.

22.2.3 Subject to compliance with public notice requirements this contract may be reopened at any time by mutual agreement.

22.3 Successor Contract:

In the event all reopeners listed in Article 22.2 have been settled, negotiations on a successor agreement may be reopened by either party on or after June 1, 2021, provided that the Association has previously presented its initial proposal to the District.

ARTICLE XXIII PROFESSIONAL DEVELOPMENT

The District and CSEA agree that professional development opportunities are important to support employees in the performance of their job duties. The district agrees to meet with CSEA each spring to discuss district-provided professional development goals and opportunities for the following school year, including the allocation of any funding specifically designated for classified employees which may be used for employee-requested, non-district assigned professional development as indicated below:

23.1 Non-District Provided Professional Development

23.1.1 Eligibility:

To participate in employee-requested, non-district assigned professional development opportunities unit members must have been employed by Denair Unified School District for at least 12 months prior to the start of training.

23.1.2 Conference Form

To participate in employee-requested, non-district assigned professional development opportunities unit members must complete the District conference form and have it approved by their immediate supervisor.

23.1.3 Opportunities

Employee-requested, non-district assigned professional development opportunities available for unit members would include, but not be limited to:

- CSEA Paraeducator Conference
- CSEA Maintenance & Operations Academy
- Stanislaus County Office of Education Professional Development Classes
- Trainings directly related to current duties and responsibilities

ARTICLE XXIV PROFESSIONAL GROWTH PLAN

24.1 Purpose:

The purpose of the professional growth plan is to encourage employees to become lifelong learners: informed and active citizens who are positive role models and who are knowledgeable, self-directed members of the workplace.

24.2 Definition:

Professional growth means pursuing units to attain a career goal or pursuing course work, workshops or seminars to improve job skills or to advance technological literacy. Training courses provided by the District during regular work hours do not qualify for professional growth.

24.3 Eligibility:

Permanent employees shall be eligible to participate in the professional growth program. The employee must be working and not on leave of absence during the time professional growth activity is undertaken.

24.4 Professional Growth Stipend:

Clock hours shall be used to measure professional growth. One professional growth unit is earned upon completion of fifteen (15) clock hours of pre-approved course work or training. The course work or training shall be approved in advance by the employee's immediate supervisor and submitted to the District Office.

Completion of six (6) professional growth units shall entitle the employee to one professional growth stipend of \$250. Subsequent stipends shall require completion of an additional six (6) professional growth units. No more than two (2) professional growth stipends will be paid to any one employee in any one fiscal year. The professional growth stipend(s) shall be paid to the employee once a year with the pay warrant issued the last workday of June. For six (6) professional growth units completed and verified prior to June 15, the employee shall be paid an annual stipend in the June warrant. For units taken at a university or junior college the transcripts must have been submitted by June 10. To have successfully completed the course, the employee must have passed the course and passed with a grade of C or better if the course is graded.

An employee may carry over excessive units of approved professional growth credit from the previous stipend period to the next stipend period.

24.5 Qualifying Course Work:

The following criteria apply to courses taken by employees at an accredited college, community college, trade school, adult education school, union trainings or any other accredited school.

Credit shall not be given for classes, seminars, workshops or conferences when the District pays any portion of the expenses.

Credit may be given for in-district classes, seminars, or workshops which are voluntary and held after the regular work day.

24.6 Budget Allotment:

In conjunction with district-provided professional development, the budget for Professional Growth Plans will be discussed with CSEA annually for the following year.

ARTICLE XXV NEW ARTICLE NON-DISCRIMINATION

25.1 The District reaffirms that it shall not unlawfully discriminate against employees on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status and/or disability.

25.2 Neither the District nor CSEA shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage, or not to engage, in CSEA activity.

25.3 CSEA bargaining unit members are entitled to a workplace free of harassment and/or abusive behavior.

25.4 Harassment and/or abusive behavior includes, but is not limited to, patterns of verbal and/or written attacks that are demeaning, insulting, degrading or manipulative and/or false accusations.

25.5 Bargaining unit members may report harassment and/or abusive behavior to a management employee or a CSEA representative. The District shall promptly

investigate all instances of alleged harassment and/or abusive behavior reported by a bargaining unit member.

- 25.6 Parties involved in an investigation under this article shall maintain confidentiality both during and at all times after the investigation is concluded. This shall not preclude CSEA members from informing their designated Union representative about matters pertaining to harassment and/or abusive behavior.
- 25.7 Allegations of discrimination, retaliation, harassment and/or abusive behavior shall be investigated by an impartial District designee who is knowledgeable on the subject of harassment and/or abusive behavior and informed on the nature of the complaint.
- 25.8 When an investigation determines that harassment and/or abusive behavior is occurring, the District shall take immediate necessary action to eliminate the behavior.
- 25.9 An Advisory Committee shall be formed, comprised of the CSEA Chapter President and three (3) CSEA bargaining unit members. The purpose of the Advisory Committee is to provide CSEA and the District with a forum, outside of the grievance process, to discuss sexual harassment and discrimination prevention within the workplace. The Committee may meet semi-annually with the District and make recommendations on harassment and discrimination prevention. CSEA and the District acknowledge that specific allegations of sexual harassment and discrimination will not be addressed by the Advisory Committee.

SIGNATURE PAGE

Signed and entered into this 14th day of January 2021.

DENAIR UNIFIED SCHOOL DISTRICT

CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION, DENAIR CHAPTER 113

Terry Metzger, Ed.D.
Superintendent

Mrs. Gayle Schell
Chapter President

Date _____

Date _____

APPENDIX A-1 – CLASSIFIED SALARY SCHEDULE

**DENAIR UNIFIED SCHOOL DISTRICT
2021/2022 CLASSIFIED HOURLY SALARY SCHEDULE**

Effective July 1, 2022

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
1 - Eliminated per MOU 4/17/19									
2 - Cashier, Crossing Guard, Morning/Noon/PE/Afternoon Aide, Food Server I, Wellness Center Receptionist*	\$15.30	\$15.30	\$15.30	\$15.30	\$15.30	\$15.37	\$15.91	\$16.47	\$16.64
3 - Food Server II*	\$15.30	\$15.30	\$15.30	\$15.30	\$15.37	\$15.91	\$16.47	\$16.64	\$17.22
4 - Paraeducator K-12/Preschool*	\$15.30	\$15.30	\$15.30	\$15.37	\$15.91	\$16.47	\$16.64	\$17.22	\$17.83
5 - Health Clerk, Paraeducator Intervention/Bilingual/Special Ed/Personal Aide, PE Technician*	\$15.30	\$15.30	\$15.37	\$15.91	\$16.47	\$16.64	\$17.22	\$17.83	\$18.45
6 - None*	\$15.30	\$15.37	\$15.91	\$16.47	\$16.64	\$17.22	\$17.83	\$18.45	\$19.09
7 - Library/Media Technician, Wellness Center Technician	\$15.37	\$15.91	\$16.47	\$16.64	\$17.22	\$17.83	\$18.45	\$19.09	\$19.76
8 - Campus Supervisor I/Charter, Custodian, School Secretary Attendance/Bilingual/Registrar	\$15.91	\$16.47	\$16.64	\$17.22	\$17.83	\$18.45	\$19.09	\$19.76	\$20.46
9 - School Secretary Attendance Bilingual	\$16.47	\$16.64	\$17.22	\$17.83	\$18.45	\$19.09	\$19.76	\$20.46	\$21.17
10 - Bus Driver, Campus Supervisor II, Principal's Secretary	\$16.64	\$17.22	\$17.83	\$18.45	\$19.09	\$19.76	\$20.46	\$21.17	\$21.91
11 - Technology Systems & Support Specialist	\$17.22	\$17.83	\$18.45	\$19.09	\$19.76	\$20.46	\$21.17	\$21.91	\$22.68
12 - None	\$17.83	\$18.45	\$19.09	\$19.76	\$20.46	\$21.17	\$21.91	\$22.68	\$23.47
13 - Data Systems & Application Specialist, Mechanic, Utility Worker	\$18.45	\$19.09	\$19.76	\$20.46	\$21.17	\$21.91	\$22.68	\$23.47	\$24.29

*Steps highlighted yellow are y-rated

MONTHLY LONGEVITY STIPEND

Years	4 Hrs or Less	4 Hrs or More
10	\$75.00	\$130.00
15	\$80.00	\$135.00
20	\$95.00	\$160.00
25	\$115.00	\$185.00

MONTHLY CERTIFICATE/DEGREE STIPEND

Certificate	Up to \$20
Associate's Degree	\$20.00
Bachelor's Degree	\$30.00
Master's Degree	\$49.17

ANNUAL BENEFIT CAP

Full Time	\$6,300
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Revised on: June 15, 2022

For Governing Board Approval: August 11, 2022

APPENDIX A-2 – EMPLOYEE CLASSIFICATION

APPENDIX A-2

DENAIR UNIFIED SCHOOL DISTRICT
Classified Employee Classifications

Range					Classification	Contract
0708	0809	0910	1011	1213		
8	8	9			Bus Driver	10 months
7					Campus Supervisor / Charter	10 months
7					Campus Supervisor I	10 months
9					Campus Supervisor II	10 months
8					Computer Service Technician	11 months
1					Crossing Guard	10 months
6	7	7			Custodian	12 months
1					Food Server/Cashier	10 months
				12	Food Service Coordinator	11 months
				4	Intervention Paraeducator	10 months
4	5	6			Library / Media Career Center Technician - HS	10 months
4	5	6			Library Technician	10 months
11	12	13			Mechanic	12 months
1					Morning Aide	10 months
1					Noon Aide	10 months
1					Noon Aide HS	10 months
4					Paraeducator - Bilingual	10 months
				4	Paraeducator - Personal Aide	10 months
4					Paraeducator - Special Education	10 months
4					Paraeducator - Speech Communication	10 months
3					Paraeducator / K-12	10 months
3					Paraeducator- Preschool	10 months
				1	Physical Education Aide	10 months
4					Physical Education/Athletic Program Facilities Technician	10 months
7	8	9			Principal's Secretary - High School	11 months
				8	Principal's Secretary - Charter Schools	12 months
7	8	9			Principal's Secretary - Elementary / Middle	11 months
5	6	7			School Secretary – Attendance (Elementary)	11 months
5	6	7			School Secretary – Attendance (Middle)	10 months
5	6	7			School Secretary – Bilingual	10 months
	6	7			School Secretary – Registrar	11 months
				7	School Secretary -Attendance - Bilingual	11 months
10	11	12			Utility Worker	12 months
				1	Wellness Center Receptionist	**
				6	Wellness Center Technician	**

Layoff shall not be used for promotion in range.

Board Approved: 6/9/2016

CSEA Reviewed: 3/2/2016

APPENDIX A-3: ARTICLE XIII WAGES Historical Changes

- a) In the 2013-2014 school year and following, step salary movement shall be reinstated (with no retroactive payment).
- b) Effective with the 2013-2014 school year and following, the 2008-2009 school year salary schedule shall be reduced to 92.25%, a 7.75% (percentage deficit) reduction. The District shall not reduce classified positions via layoff/reduction in force during the 2013-14 school year, except for layoffs/reductions in force related to program closure or modifications to or continuance of a student Individualized Education Plan or "IEP" (i.e., one-on-one paraprofessional assigned to a special education student).
- c) Upon the Stanislaus County of Superintendent Schools approving a District interim report as "qualified" or "positive", whichever occurs first, the parties shall meet and negotiate within thirty (30) calendar days following the Association's written request.
- d) The District acknowledges that CSEA classified employees have previously taken a salary reduction of 1% in the 2008-09 salary schedule, and agrees to restore this reduction according to sub-sections F, G and H below.
- e) The District acknowledges that the parties have previously negotiated a 4% salary increase that has been held in abeyance since 2008-2009 and agrees to restore this negotiated amount according to subsections (g) and (h) below.
- f) The Association may request to negotiate a restoration formula term following the State Board of Education's adoption of regulations regarding implementation of the Local Control Funding Formula as required in current statute by January 1, 2014.
- g) Effective the 2015-2016 school year, the District shall increase the 2008-2009 school year salary schedule by 2.3%. Such increase shall not be applied in any manner that exceeds 12.75% which represents the 7.75% salary reduction in subsection (b) and 4% delayed salary increase in subsection (e) and 1% salary reduction in subsection (d).
- h) In the event that certificated, administrative, management (excluding the employment of a new superintendent or CBO) or confidential groups receives an ongoing increase to the salary schedule during the life of the agreement, the District agrees to increase the salary schedule of CSEA bargaining unit members by the same percentage increase. Such increase shall not be applied in any manner that exceeds 12.75% which represents the 7.75% salary reduction in subsection (b) and 4% delayed salary increase in subsection (d).

In the event that any of the above-mentioned groups become fully restored based on their individual salary reductions taken, the District agrees to also fully restore CSEA bargaining unit members to include all reductions taken in subsection (b), subsection (e) and subsection
- i) For the 2015-2016 school year, the District agrees to provide a one-time off the salary schedule payment of \$850 to all eligible employees who work 6 hours or more, and \$425 to all eligible employees who work 5.99 hours or less (reflective of approximately 2.37%). All employees in active service as of the last student instructional day of the 2015-2016 school year are eligible.
- j) For the 2016-2017 school year, the District agrees to provide a one-time off the salary schedule payment of 3% to all eligible employees. All employees in active service as of April 30, 2017 are eligible.
- k) For the time frame of 7/1/2020-8/31/2021, the District agrees to provide a one-time off the salary schedule COVID stipend of one thousand five hundred dollars (\$1,500) to all eligible employees prorated by FTE (full-time equivalent) and prorated by the number of days on campus. All employees in active service during the 2020-2021 school year are eligible based on increased COVID-related duties.
- l) In the event the enacted state budget includes at least a 5% "mega" COLA, the District will shift the following classifications down on range (ranges 4-12 will shift down to 5-13) effective with the 2021-2022 school year (equivalent of approximately a 2.74% salary increase for those employees).

- m) Effective with the 2021-2022 school year, the monthly longevity stipend amounts will be increased to the following amounts:

Years	4 Hrs or Less	4 Hrs or More
10	\$75	\$130
15	\$80	\$135
20	\$95	\$160
25	\$112	\$185

- n) Effective with the 2020-2021 school year, the longevity stipend for 20 years will increase from \$70/month for employees working less than four (4) hours/day to \$80/month and from \$80/month for employees working four (4) or more hours/day to \$100/month.
- o) Effective with the 2020-2021 school year, the longevity stipend for 25 years will increase from \$75/month for employees working less than four (4) hours/day to \$100/month and from \$85/month for employees working four (4) or more hours/day to \$125/month.

Fiscal Year	Percentage Change to Salary Schedule	Cumulative Effect on Salary Schedule
Before 2008-2009	4% Increase to Salary Schedule Promised	0%
2008-2009	Increase held in abeyance	-4%
2008-2009	1% reduction	-5%
2013-2014	7.75% reduction	-12.75%
2015-2016	2.3% restoration	-10.45%
2015-2016 Year End	1% approved restoration effective August 1, 2016	-9.45
2016-2017 November	4% approved restoration effective August 1, 2016 retroactive	-5.45%
2017-2018 April	0.25% approved restoration effective July 1, 2017 retroactive	-5.2%
2018-2019 January (Pending Board Approval 1/24/2019)	1% restoration effective July 1, 2018 retroactive, additional 0.7% restoration effective July 1, 2018 retroactive	-3.5%
2019-2020	3.5% restoration effective July 1, 2019	0.00%

APPENDIX B – EMPLOYEE EVALUATION FORM

Appendix B- EMPLOYEE EVALUATION FORM



DENAIR UNIFIED SCHOOL DISTRICT CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION

- Third Month
 Sixth Month
 Annual

Employee's Name	
Classification	
Location	

FACTOR CHECK LIST			For Items 16-24 only: If Not Applicable, use N/A in "3" Column
3 Meets Standards	2 Requires Improvement	1 Not Satisfactory	

3	2	1	All Employees	
		1	Confidentiality	Commendations
		2	Punctuality	
		3	Absenteeism	
		4	Quality of Work	
		5	Work Judgments	
		6	Planning and Organizing	
		7	Work Knowledge/Skill	
		8	Meets Assignment Deadlines	
		9	Accepts Direction	
		10	Accepts Change	
		11	Initiative	Requires Improvement / Not Satisfactory
		12	Cooperation	
		13	Operation/Care of Equipment	
		14	Safety Practices	
		15	Works without Supervision	
			Working Relationships	Performance Goals for the Next Evaluation Period
		16	<i>With District Employees</i>	
		17	<i>With Public/Parents</i>	
		18	<i>With Students</i>	
			Basic Skill Factors for Instructional Paraprofessionals (for third and sixth month evaluations)	
		19	<i>Reading Comprehension</i>	
		20	<i>Writing Skills</i>	
		21	<i>Mathematic Skills</i>	
			For Employees Who Supervise Others	
		22	<i>Training and Instruction of Staff</i>	
		23	<i>Decision Making</i>	
		24	<i>Leadership</i>	

Overall Performance
<input type="checkbox"/> Meets Standards <input type="checkbox"/> Requires Improvement <input type="checkbox"/> Not Satisfactory

Supervisor's Signature Date

Employee's Signature Date

I certify that a supervisor has discussed this evaluation with me. I understand my signature does not necessarily indicate agreement. I have received a copy of this evaluation.

Employee's comments:

APPENDIX C – COURSE APPROVAL FORM

DENAIR UNIFIED SCHOOL DISTRICT
COURSE APPROVAL FOR CLASSIFIED STIPEND

Name _____

Address _____ Home Phone # _____

City/State/Zip _____ Work Phone # _____

School Site OR Department of Applicant _____

Qualifying Course Work from an accredited college, community college, trade school, adult education school, union trainings or any other accredited school, must be taken in pursuit to attain a career goal or to improve job skills or to advance technology literacy.

Accredited Institution _____ Units Offered _____

Course Title and Number _____ Beginning Date _____

Please state how this course is supportive of your present assignment: _____

Employee's Signature _____ Date _____

ADMINISTRATIVE APPROVAL: The approved course serves the following purposes:

- Provides assistance needed to improve employee's performance
- Coincides with stated District goals
- Valuable in attaining unique career objectives
- Provides advanced training in specific area presently utilized in the District and is part of the employee's present assignment
- Provides latitude of assignment in areas designated as critical by the District

Principal/Manager's Signature _____ Date _____

Approved Disapproved

Superintendent's Signature _____ Date _____

Approved Disapproved

*Reason for Disapproval _____

***All forms must be submitted to the Superintendent regardless of administrative approval.**

APPENDIX D: Application for Classified Specialty Certificate Stipend

DENAIR UNIFIED SCHOOL DISTRICT

APPLICATION FOR CLASSIFIED SPECIALTY CERTIFICATE STIPEND

(Not for Professional Growth Stipend)

Name _____
Address _____ Home Phone # _____
City/State/Zip _____ Work Phone # _____
School Site OR Department of Applicant _____

Attach transcripts or a copy of the specialty certificate to this application.

Accredited Institution _____ Units/Hours Completed _____
Certificate Title _____ Date Awarded _____

Please state how this certificate is supportive of your present assignment: _____

Employee's Signature _____ Date _____

ADMINISTRATIVE APPROVAL: The certificate awarded serves the following purposes:

- Coincides with stated District goals
- Provides advanced training in specific area presently utilized in the District and is part of the employee's present assignment
- Provides latitude of assignment in areas designated as critical by the District

Principal/Manager's Signature _____ Date _____

Approved Denied

Superintendent's Signature _____ Date _____

Approved Denied

*Reason for Denial _____

Annual Stipend Amount: \$ _____ to be paid monthly in increments of \$ _____

***All forms must be submitted to the Superintendent, regardless of administrative approval.**