

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN THE**  
**CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT**  
**AND THE**  
**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**  
**CENTINELA CHAPTER #47**



**JULY 1, 2014 – JUNE 30, 2017**

*Board Approved: 03/18/15*

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**PREAMBLE**

This agreement is entered into this 18<sup>th</sup> day of March, 2015 by and between the Centinela Valley Union High School District, hereinafter referred to as "District", and the California School Employees Association and its Centinela Chapter #47, hereinafter referred to as "CSEA".

## **ARTICLE 1 - RECOGNITION**

- 1.1 The Centinela Valley Union High School District ("District") recognizes the California School Employees Association, and its Centinela Chapter #47 ("CSEA"), as the exclusive bargaining representative of all regular full-time and regular part-time classified positions, excluding all irregular part-time employees such as limited term, provisional, emergency, restricted and substitute employees; employees exempted from the classified service by Education Code Section 45256, and 45258; and management, supervisory and confidential employees and Certificated employees.

## **ARTICLE 2 - DISTRICT RIGHTS**

- 2.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the right to:

Determine its organization; Direct the work of its employees; Determine the times and hours of operations; Determine the kinds and levels of services to be provided, and the methods and means of providing them; Establish its educational Policies, goals and objectives; Insure the rights and educational opportunities of students; Determine staffing patterns; Determine the number and kinds of personnel required; Maintain the efficiency of District operation; Determine the curriculum; Build, move or modify facilities; Establish budget procedures and determine budgetary allocation; Determine the method of raising revenue; Take action in the event of an emergency; Hire, classify, assign, transfer, evaluate, promote, terminate and discipline unit employees.

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

## **ARTICLE 3 - WAGES**

- 3.1 All employees on paid status at the time of approval of this Agreement, and employees hired subsequent to its approval shall be compensated according to the provisions of Appendix A.
- 3.2 Unit employees that work summer school within their regular classification shall be paid in accordance with Appendix A.
- 3.3 Bilingual/Biliterate Differential
  - 3.3.1 Bilingual unit members who successfully pass the bilingual examination and who regularly use their verbal language skills in the course and scope of performing their job duties will receive a bilingual differential in the amount of \$100 per month.
  - 3.3.2 Biliterate unit members who successfully pass the biliterate examination and who regularly use their language skills for speaking, reading, writing and translation in the course and scope of performing their job duties will receive a biliterate differential in the amount of \$200 per month.
  - 3.3.3 An approved differential stipend shall become effective on the first day of the pay period following completion and assessment of District examination. Unit members must pass the Bilingual or Biliterate Skills Tests to be eligible for the differential. Examinations shall be administered and scored once every school calendar year.
- 3.4 Effective July 1, 2014, unit members shall receive a 5.0% salary schedule increase.

The District and CSEA agree that the CSEA bargaining unit shall receive the benefit of any more favorable upwardly adjusted salary and health benefits compensation package, which the District grants to other bargaining units or unrepresented group with the respect to the duration of the contract.

## **ARTICLE 4 - HOURS OF EMPLOYMENT**

### **4.1 Work Week and Work Day**

- 4.1.1 Unit employees assigned a forty (40) hour work week shall be considered fulltime employees; those assigned less than a forty (40) hour work week shall be considered part-time employees. Nothing in this Article shall restrict the extension of a full-time employee's work day or work week, if needed, to perform services required by the District. Extension of an employee's approved work day or work week shall be made pursuant to Article 4.2 (overtime).
- 4.1.2 The regular work week shall consist of not more than five (5) consecutive days, Monday through Friday. If the regular work week is other than Monday through Friday, the employee will be given a notice of not less than 10 days.
- 4.1.3 The starting and ending time of the workday shall be determined by Human Resources or Site Administrator for each classified assignment in accordance with the provisions set forth in this Agreement. At the time of employment, each employee in the bargaining unit shall be assigned a fixed, regular, and ascertainable minimum number of hours.
- 4.1.3.1 The District may assign a workweek different than Monday through Friday, providing the workdays are consecutive, under the following circumstances: (1) current bargaining unit members may voluntarily consent to such reassignment; (2) when a position is vacated or created, new bargaining unit members may be so assigned; or (3) current bargaining unit members may be offered such reassignment in lieu of layoff in accordance with applicable law.
- 4.1.4 A non-compensated meal period of at least thirty (30) minutes shall be provided to each unit employee whose regular assignment is six (6) hours or more per day. This meal period shall be excluded from the work day, however, if a unit employee is required and authorized to work through the meal period, that time shall be compensated pursuant to the provisions of section 4.2.
- 4.1.5 A fifteen (15) minute compensated rest period shall be provided to unit employees for each four (4) hour work period. The rest period shall be taken at the discretion of the immediate supervisor at or near the midpoint of each four (4) hour period of service.
- 4.1.6 A classified employee who works a minimum of 30 minutes per day in excess of his/her regular part-time assignment for a period of 20 consecutive working days or more, shall have his/her regular assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis as specified in Section 45136.



## 4.2 Overtime/Compensatory Time-off

- 4.2.1 Full-time unit employees who are required by their immediate supervisor or administrator designee to work overtime shall be compensated at one and one-half the employee's regular rate for each half hour of work in excess of an eight (8) hour work day and in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regular assigned starting time or subsequent to the assigned quitting time. Compensatory time off in-lieu of payment shall be by mutual agreement between the District representative and the bargaining unit employee working the additional hours prior to the additional hours being worked.
- 4.2.2 Overtime and/or compensatory time shall be granted only upon prior authorization of the Superintendent or designee.
- 4.2.3 Except as provided elsewhere in this section, part-time unit employees shall be eligible for overtime only if required to work in excess of eight (8) hours a day or forty (40) hours in a regular work week of five (5) consecutive days.
- 4.2.4 A part-time unit employee having a regular work day of four (4) hours or more of duty during a work week shall be compensated for any work required to be performed on the sixth (6th) or seventh (7th) day following the commencement of the employee's regular work week at a rate equal to one and one-half times his/her regular rate of pay.
- 4.2.5 A part-time unit employee having a regular work day of less than four (4) hours of duty during a work week shall be compensated for any work required to be performed on the seventh (7th) day following the commencement of the employee's regular work week at a rate equal to one and one-half his/her regular rate of pay.
- 4.2.6 The District shall distribute and rotate overtime among qualified unit employees within a classification at each work site. The District shall include qualified unit employees within a classification at Loyde Continuation, District Office, and CVISS/CDS in the rotation of overtime hours at Lawndale High School for any and all extracurricular activities or events. The District shall include qualified unit employees within a classification at all sites in the rotation of overtime hours at the Performing Arts Center for any and all extracurricular activities or events.
- 4.2.6.1 A unit employee who cannot accept an overtime assignment shall not waive his/her right under this section to be offered any subsequent overtime assignment.
- 4.2.7 If a part-time unit position is to be increased in hours on a regular basis, unit employees within the classification with the greatest bargaining unit seniority and necessary qualifications shall be considered for the position prior to other candidates.

4.2.7.1 If a part-time unit position is to be increased in hours, the District shall to distribute and rotate the additional work hours among unit employees of an office, operational unit, or within a classification.

### **4.3 Late Shift**

4.3.1 Any full-time unit employee whose regular assigned work shift begins at 12:00 p.m. or later shall be paid a shift differential of one hundred and fifty dollars (\$150) per month above the regular rate of pay for employees in the same classification.

4.3.2 A unit employee who receives a late shift premium on the basis of his/her regular assignment shall receive no reduction in pay, including differential, when assigned temporarily to a day assignment.

### **4.4 Voting Time Off**

4.4.1 If an eligible unit employee does not have sufficient time outside of working hours to vote at Federal and State wide elections, the employee may, without loss of pay, take off enough working time which when added to voting time available outside of working hours will enable the employee to vote.

4.4.2 No more than two (2) hours of time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed.

4.4.3 If the employee on the third working day prior to the day of election, knows or has reason to believe that time off will be necessary to be able to vote on election day, the employee shall give the employer at least two (2) working days notice that time off for voting is desired, in accordance with the provisions of this section.

### **4.5 Call In Time**

4.5.1 Any unit employee called in to work on a day the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay.

### **4.6 Call Back Time**

4.6.1 Any unit employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the appropriate overtime rate, regardless of the actual time worked, unless called back after midnight, in which case the employee shall be compensated for at least four (4) hours at the appropriate overtime rate.

#### **4.7 Working Out of Class**

- 4.7.1 Unit members may be required to perform any work, which reasonably relates to their required or normal duties as fixed or prescribed by the Board for their position. Unit members may be required to perform work which is not reasonably related to their required or normal duties provided that, in such cases, unit members who work more than five (5) days within a fifteen (15) day period, shall have their salary adjusted for those days at a higher rate of pay, if any, that shall reasonably reflect duties required to be performed outside of their required or normal duties.

#### **4.8 Rotation of Summer School Assignments**

Summer school assignments for all employees who work less than 12 months will be assigned on a rotational basis annually. In the event that the District desires additional work to be performed during the summer, the District shall first assign for service regular classified unit employees of the District who work in the classification. No unit employee shall be required to accept such assignment. Unit employees who did not work a summer assignment the previous summer and wish to work a summer assignment will have first priority for the following summer. If a higher number of qualified unit employees apply for a summer assignment than is available, selection will be based on seniority. Unit members must inform the Human Resources Office by May 1<sup>st</sup> of each year to be included on the list for summer employment.

- 4.8.1 When an employee accepts a summer assignment, he/she must complete that assignment for its entire summer program period and should not request vacation or to be changed from one assignment to another. Exceptions may be made at the sole discretion of the District.
- 4.8.2 The District shall be entitled to temporary exemption from rotation of summer assignments pursuant to section 4.8 above, for classifications within the instructional series, especially those classifications that support Special Education.

#### **4.9 Classified Staff Development**

Any day granted as a teacher training day, teacher institute or teacher-parent conference day by whatever name for whatever purpose is a regular workday for all unit employees. The District may work with CSEA Chapter #47 to the extent practicable, in providing staff development for the members of the bargaining unit.

## **ARTICLE 5 - HEALTH AND WELFARE BENEFITS**

### **5.1 District Contribution**

Beginning the 1993-94 insurance year, the District will contribute \$16.00 per month (\$192.00 per year) to unit members and eligible retirees for approved PERS health plan options. This amount shall be the District's medical benefits contribution. In addition, the District shall annually provide a supplemental reimbursement for eligible unit members and eligible retirees as set forth in section 5.2 below. The supplemental reimbursement shall be used for additional health benefit coverage.

5.1.1 If the amount of the District's basic medical contribution that is required by state and federal law is increased, the amount of the supplemental reimbursement to be paid by the District under section 5.2 below shall be reduced in a like amount.

### **5.2 Supplemental Reimbursement for Additional Coverage**

The District's combined basic medical contribution and supplemental reimbursement annual maximum for additional health benefit coverage shall not exceed the following annual maximums:

Full-Time Unit Members	\$4500.00 (effective July 1, 2006) \$5000.00 (effective July 1, 2007) \$6000.00 (effective July 1, 2009) \$7000.00 (effective January 1, 2012) \$8000.00 (effective January 1, 2014) \$10,000.00 (effective July 1, 2014) \$11,000.00 (effective April 1, 2015)
Retirees Hired Prior to July 1, 1993 and retiring before July 1, 2006	\$3808.00
Retirees Hired Prior to July 1, 1993 and retiring between July 1, 2006 and June 30, 2007	\$4308.00
Retirees Hired Prior to July 1, 1993 and retiring between June 30, 2007 and June 30, 2009	\$4808.00
Retirees Hired Prior to July 1, 1993 and retiring after June 30, 2009	\$5808.00
Retirees Qualifying for Medicare	Reimbursement equal to supplemental Medicare coverage.

Retirees are specifically excluded from the increase of the supplemental reimbursement annual maximums for additional health benefit coverage gained after their retirement.

5.2.1 Supplemental reimbursement under section 5.2 above is contingent upon the unit members' participation in the District's medical, dental, life, and vision care programs.

5.2.2 Supplemental reimbursement under section 5.2 above is contingent upon the retirees' participation in the District's medical, dental, and vision care programs.

To be eligible for the employee-only medical benefit contribution in section 5.1 above and the supplemental reimbursement in section 5.2 above, the retiree must have been employed four (4) hours or more per day by the District for at least 10 continuous years and be at least 55 years of age and be receiving retiree benefits from Public Employee Retirement System (PERS).

#### **5.4 Application to Employees on Unpaid Leave**

Unit members on unpaid leave shall not be entitled to health and welfare benefits pursuant to 5.1.1, 5.2, 5.2.1, 5.2.2, but may keep such benefits in force by paying necessary premiums in advance. Unit members on unpaid leave for less than thirty (30) calendar days, or on paid leave, shall continue to receive such benefits at District expense.

#### **5.5 Effective Date**

Health and Welfare benefits shall be granted to probationary and permanent employees who are employed for four (4) hours or more per day and shall become effective on the first day of the month following approval of employment.

#### **5.6 Responsibility for Premium Increases**

Any premium costs in excess of the above District medical benefit contribution and supplemental reimbursement in sections 5.1 and 5.2 above, shall be borne by the unit member through payroll deductions, and paid by the retiree through the PERS payroll system deduction.

#### **5.7 Approval by PERS**

It is agreed that all of the provisions of section 5.1 and 5.3 are subject to the approval of the Public Employees Retirement System which will review these provisions to determine if they are in compliance with the law in regard to the PERS health plan.

## **5.8 Re-opener if Provisions Challenged or Invalidated**

In the event the legality of the above provisions or similar provisions existing in other school districts are challenged or are found to be invalid by a court of law, CSEA and the District agree to reopen negotiations on District health benefits.

## **5.9 Waiver of Health Benefits**

The District will pay a \$1000 stipend once a year to bargaining unit members who choose to waive their medical benefits (does not include dental, vision or life insurance).

## **5.10 Health Benefits Committee**

The District has created a health benefits committee (including CVSTA and CSEA representatives), which will continue to investigate options for alternative health care providers for all District employees.

## **ARTICLE 6 - LEAVES OF ABSENCE**

### **6.1 Scope of Article**

The benefits which are expressly provided by this Article are the sole benefits which are part of the Agreement. Other statutory or regulatory leave benefits are neither incorporated, directly nor implied, into this Agreement nor are such benefits waived by CSEA.

### **6.2 Personal Illness and Injury Leave**

- 6.2.1 Full-time unit employees shall be entitled to twelve-(12) days leave with full pay for each fiscal year for reasons of personal illness or injury. Unit employees who are scheduled to work less than full-time shall be entitled to that portion of the leave as the number of months of assigned duty relates to twelve (12).
- 6.2.2 Unit employees paid on an hourly basis shall be entitled to one (1) hour of paid leave for every twenty (20) hours in paid status.
- 6.2.3 If a unit employee does not utilize the full amount of leave as authorized in 6.2.1 and 6.2.2 above in any fiscal year, the amount not utilized shall be accumulated from year to year.
- 6.2.4 All unit employees shall once a year be credited with a total of not less than one hundred (100) working, days of paid sick leave including the days to which the employee is entitled under section 6.2.3. Such leave shall commence when sick leave accumulated under section 6.2.3 and all other paid leave has been exhausted and shall be compensated at fifty percent (50%) of the unit employee's regular salary.
- 6.2.4.1 A unit employee on leave pursuant to 6.2.3 and upon ability to resume the duties of a position within the class to which he/she was assigned, may do so any time during such leave. He/she shall be restored to a position within the class to which he/she was assigned and, if at all possible, to his/her position.
- 6.2.4.2 The District may require an independent verification of an employee's ability to resume work. If verification is required, the cost of such examination shall be borne by the District. If the employee's return to work is delayed by the additional verification, the District shall place the employee on paid administrative leave from the date the employee's physician clears the employee to return to work through the date of the independent examination required by the District.
- 6.2.5 The District may require a verification of illness, accident or disability. If the District requires additional independent verification of the extent of illness, accident or disability, the cost of such examination shall be borne by the District. If the employee has been under the care of a physician, and upon request by the District, the unit employee shall be required to present the physician's verification of fitness to return to duty.

- 6.2.6 A unit employee shall notify the immediate supervisor or other designated District personnel of either the need to be absent or the intent to return to work.
- 6.2.6.1 Notification of absence: A unit employee shall provide such notice at the earliest time known, but at least one and a half hours before the assigned work shift.
- 6.2.6.2 Notification of intent to return to work: A unit employee shall provide such notice at the earliest time known, but in no event later than 7:00 a.m. on the day of return from leave.
- 6.2.7 A full-time unit employee who is absent under provisions of this Article shall have accumulated leave reduced for the exact amount of time absent.
- 6.2.8 At the beginning of each fiscal year the full amount of sick leave granted under this Article shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new unit 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 until the first day of the calendar month after completion of six (6) months of active service with the District.
- 6.2.9 By May 31 of each fiscal year, the District shall provide each unit employee with a statement of accrued sick leave and vacation as of June 30 of the present fiscal year and the entitlement for the next fiscal year.

### **6.3 Personal Necessity Leave**

- 6.3.1 Leave which is credited under section 6.2 of this Article may be used at the unit employee's election for purposes of personal necessity, as defined in 6.3.2 below, provided that the use of such personal necessity leave does not exceed seven (7) days in any school year. Leave under this section shall not be accumulative from year to year.
- 6.3.2 For purposes of this provision, personal necessity shall be limited to: (a) death or serious illness of a member of the unit employee's immediate family; (b) an accident involving the unit employee or the unit employee's property; (c) an accident involving the unit employee's immediate family or the property of the unit employee's immediate family; or (d) appearance in any court, in addition to the provisions of section 6.8.3 or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction. (e) "other personal necessities which are allowed at the discretion of the Superintendent or designee". Under no circumstances shall leave be available for purposes of income producing activity, the extension of a holiday or vacation period, attending to matters which could reasonably be scheduled outside of work hours, or for recreation activities.



- 6.3.3 Personal needs of the employee: For purposes of this provision which is certified by the employee to be serious in nature, include circumstances the employee cannot disregard, and requires the attention of the employee during assigned work hours. No specific description of the personal need shall be requested unless the District has reason to believe this Section has been abused. No more than two (2) days of personal necessity leave may be used under this Section annually. Except for an emergency situation, a request for such leave must, when feasible, be submitted three (3) workdays in advance of the requested leave date. Except when only one (1) employee makes such a request, no more than five (5) percent of the employees at a worksite may use personal necessity leave in this manner on the same day. Such leave may not be used the first or last five days of each semester, or before or after a scheduled holiday, unless approved by the Personnel Office.
- 6.3.4 For purposes of this provision, an immediate family member shall be limited to: mother, father, mother-in-law, father-in-law, former legal guardian, grandmother, grandfather or grandchild of the unit employee, or of the spouse or registered domestic partner of the unit employee; the spouse, registered domestic partner, son, daughter, son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the unit employee; any relative living in the immediate household of the unit employee.
- 6.3.5 Unit employees electing to use personal necessity leave will submit the appropriate District form to his/her immediate supervisor or designee prior to the effective date of such leave, or in an emergency, immediately upon return from leave.

#### **6.4 Bereavement Leave**

- 6.4.1 A unit employee shall be entitled to a maximum of five (5) consecutive work days leave of absence without loss of salary on account of the death of any member of his/her immediate family.
- 6.4.2 For purposes of this provision an immediate family member shall be limited to: mother, father, mother-in-law, father-in-law, brother, sister, former legal guardian, grandmother, grandfather, grandchild of the unit employee, or of the spouse of the unit employee, the spouse, registered domestic partner, son, daughter, son-in-law, or daughter-in-law of the unit employee; any relative living in the immediate household of the unit employee. Relatives by virtue of court action shall be considered within the immediate family for purposes of this section.
- 6.4.3 When appropriate, bereavement leave shall be taken prior to the use of other paid or unpaid leave.

#### **6.5 Leave For Pregnancy Disability**

- 6.5.1 Unit employees are entitled to use sick leave as set forth in 6.2.1 for physical disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions governing leaves of absence

from other illness or medical disability. Such leave shall not be used for child rearing, or child care, but shall be limited to those disabilities as set forth above. Qualifying leave taken under this section shall run concurrently with leave available under the California Pregnancy Disability Leave Law and the Family Care and Medical Leave Act as appropriate.

- 6.5.2 Unit employees are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom, when all current, accumulated, and differential sick leave has been exhausted. An employee who takes a pregnancy disability leave is also entitled to take leave under the California Family Rights Acts (CFRA) if she meets eligibility requirements for CFRA leave. That means that an employee who is eligible for CFRA leave may take up to four months of pregnancy disability leave for her pregnancy disability and may also be eligible for up to twelve (12) weeks of CFRA leave to bond with the baby, or for another CFRA qualifying event such as to bond with an adopted child, or to care for a parent, spouse or child with a serious health condition.
- 6.5.3 Unit employees on leave pursuant to 6.5.1 and/or 6.5.2 shall request such leave in writing. The unit employee's physician shall recommend the duration of such leave, and upon recovery from the disability the physician's written statement shall include a recommendation as to the ability of the unit employee to perform her duties. However, if the District requires additional, independent verification of the extent of the disability through a physical examination of the unit employee by a physician, the cost of such examination shall be borne by the District.

## **6.6 Other Leaves Without Pay**

- 6.6.1 Leave without compensation, horizontal step increment or credit toward permanent status may be granted for up to one year for the following purposes, which include, but are not limited to: Peace Corps, care for a member of the immediate family who is ill, long term illness of a unit employee (other than that provided in section 6.2.3), adoption and/or care of a child, service in an elected public office, or training programs. Leave taken under this section shall run concurrently, if applicable, with the Family Care and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).
- 6.6.2 Unit employees on unpaid leave shall not be entitled to paid health and welfare benefits pursuant to Article 5, but may keep such benefits in force by paying necessary premiums in advance. For employees taking FMLA/CFRA-qualifying leave, this section shall apply after the conclusion of the 12 week leave. Unit employees on leave for thirty (30) calendar days or less shall continue to receive such benefits at District expense.
- 6.6.3 The application for such leaves shall be in writing on a form provided by the District. In addition, a unit employee on such leave shall notify the District Personnel Office no later than sixty (60) days before the end of a leave exceeding six (6) months and no later than thirty (30) days before the end of a leave of six (6) months or less regarding an intent to return to employment in the District.

- 6.6.4 Unit employees on unpaid leave shall, at the conclusion of the leave, be entitled to return to the position held prior to the leave, if available, or, if not available, to a position within the class, but not necessarily at the location where the unit employee served prior to such leave.

## **6.7 Judicial Leave**

- 6.7.1 Unit employees may be provided leave for regularly called jury duty for the number of days actually required by the court, however at no time shall the number of unit employees on paid judicial leave exceed 2% of the total number of unit employees in the District. The Superintendent, or designee, may extend this leave under extenuating circumstances, including, but not limited to, the completion of a trial to which the employee was assigned.
- 6.7.2 The unit employee shall be entitled to leave without loss of pay for any time the unit employee is required to perform jury duty. The unit employee, while serving on jury duty, will receive his/her regular earnings; any amount received for jury service, other than mileage, shall be reimbursed to the District.
- 6.7.3 Unit members required to be present as witness in court will be provided leave in cases where (a) the unit employee is under subpoena to be present and testify, (b) the unit employee is a respondent with the District, or (c) the unit employee is a respondent to charges applying to duties performed within the scope of District employment, but not including charges brought about through the connivance or misconduct of the unit employee.
- 6.7.4 Any fees, honorariums or costs, other than mileage paid to the unit employee must be reimbursed to the District.
- 6.7.5 Unit employees shall report to the District on any work day that he/she is excused from jury duty. On any day during which a unit employee whose regular assignment commences at 2:00 p.m. or later is required to serve all or any part of the day on jury duty, the unit employee shall be relieved of work with pay.

## **6.8 Industrial Accident Leave**

- 6.8.1 Unit employees will be entitled to industrial accident or illness leave for personal injury which has qualified for Workers' Compensation under the provisions of the insurance regulations in effect at the time of the industrial accident or illness.
- 6.8.2 Such leave shall not exceed sixty (60) work days when the unit employee would otherwise have been performing work for the district in any one fiscal year for the same industrial accident.
- 6.8.3 The District has the right to have the unit employee examined by a physician designated by the District to assist in determining the length of time during which the unit employee will be temporarily unable to perform assigned duties, and the

degree to which a disability is attributable to the injury involved. At the option of the unit employee, and upon prior written notification to the District, a personal physician may be selected for such examination.

- 6.8.4 For any days of absence from duty as a result of the same industrial accident, the unit employee shall endorse, to the District, any wage loss benefit check from the appropriate District insurance carrier which would make the total compensation from both sources exceed 100% of the amount the unit employee would have received as salary had there been no industrial accident or illness.
- 6.8.5 If the unit employee fails to endorse to the District any wage loss benefit check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit employee's salary warrant the amount of such disability indemnity actually paid to and retained by the unit employee.
- 6.8.6 When appropriate, industrial accident or illness leave shall be used prior to the use of sick leave. When entitlement to industrial accident or illness leave has been exhausted, sick leave, vacation or other paid leaves will be used. However, if a unit employee is receiving temporary disability payments under the Workers' Compensation laws of this state at the time of the exhaustion of the benefits under this section, he/she shall be entitled to utilize the amount of accumulated and available leave, which would make the total compensation from both sources equal to 100 percent of the amount the unit employee would have received as salary had there been no industrial accident or illness.
- 6.8.7 Upon verification by a physician that the unit employee is able to return to work, he/she shall be reinstated to his/her position without loss of pay or benefits.

## **6.9 Military Leave**

A unit employee shall be entitled to any military leave provided by state and federal laws.

## **6.10 Family Care and Medical Leave/California Family Rights Act ("FMLA/CFRA")**

### **Eligibility**

- 1. Any employee who has served the District for more than 12 months and who has at least 1,250 hours of service with the District during the 12-month period, shall be eligible to take unpaid family care or medical leave under the provisions of this Administrative Regulation.
  - (a) Because of the birth of the employee's child, and in order to care for the child.
  - (b) Because of the placement of a child with the employee for foster care or in connection with the employee's adoption of the child.
  - (c) To care for the employee's child, parent, spouse, or registered domestic partner with a serious health condition.

- (d) Because of the employee's own serious health condition that makes the employee unable to perform the functions of his/her position.

## **Definitions**

For the purpose of this Administrative Regulation, "child" means a biological adopted or foster son or daughter, a stepson or stepdaughter, a legal ward or a child of a person standing in loco parentis as long as the child is under 18 years of age or an adult dependent child.

1. A "serious health condition" includes an illness, impairment, or physical or mental condition that involves:
  - (a) any period of incapacity or treatment in connection with a hospital, hospice or residential medical care facility.
  - (b) any period of incapacity requiring absence from work, of more than three (3) calendar days that also involves continuing treatment by (or under the supervision of) a health care provider; or
  - (c) continuing treatment of a health care provider for a chronic or long term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days or for prenatal care.
2. "Continuing treatments" include:
  - (a) two or more visits to a health care provider;
  - (b) two or more treatments by a health care practitioner (e.g., physical therapist) on referral from, or under the direction of a health care provider; or
  - (c) a single visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider.

## **Duration of Leave**

FMLA/CFRA shall not exceed 12 workweeks during any 12-month period. The 12-month period for calculating leave entitlement shall commence on the date the employee's first family care or medical leave begins. The 12 weeks of family care and medical leave to which an employee is entitled under state law shall run concurrently with the 12 week of family care and medical leave to which an employee is entitled under federal law, except for any leave taken under federal law for disability on account of pregnancy, childbirth, or related medical conditions.

The right to take a family care and medical leave is separate and distinct from the right to take a pregnancy disability leave under state law.

Leave taken for a birth, or placement for adoption or foster care, must be concluded within one year of the birth or placement.

## **Terms of Leave**

During the period of family care or medical leave, the employee shall use his/her accrued vacation leave, other accrued time off, or any other paid or unpaid time off negotiated with the District.

If an employee takes a leave because of the employee's own serious health condition, the employee shall substitute accrued sick leave and/or differential leave during the period of the leave taken pursuant to this Administrative Regulation.

### **Maintenance of Benefits**

During the period of family care or medical leave, the employee shall continue to be entitled to participate in the District's health plan and the District shall continue to pay health care premiums under such plan on the same terms as if the employee had continued to work during the period of the leave. Any premium payments required to be made by the employee must be paid at the same time as they would have been due by payroll deduction.

The District may recover health insurance premiums paid on behalf of the employee during the period of the family care or medical leave, if both of the following conditions occur: The employee fails to return from leave after the period of leave to which the employee is entitled has expired and the employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave under state or federal law or other circumstances beyond the control of the employee.

### **Advance Notice of Leave/Intent to Return**

If an employee learns of the need for family care or medical leave more than 30 days before the leave is to begin, he/she shall give the District at least 30 days advance notice. If the employee learns of the need for family care or medical leave fewer than 30 days in advance, he/shall provide such notice as soon as practicable.

If leave is needed for a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of District operations. If leave is taken intermittently or on a reduced leave schedule, the District may temporarily transfer the employee as permitted by law.

On or before the first day of an employee's family care or medical leave, the employee shall notify the District of his or her anticipated date of return to work. The District may require periodic updates on the employee's intent to return to work. If, because of changed circumstances, an employee requires more or less leave than originally anticipated, such employee shall give the District at least two business days notice of his or her intent to return to work.

### **Certifications**

An employee's request for leave because of a serious health condition of the employee or to care for a child, spouse or parent who has a serious health condition shall be supported by a certification from the health care provider of the person requiring care. This certification shall include:

- (a) The date, if known, on which the serious health condition began; and
- (b) The probable duration of the condition.

In addition, if the request for leave is to care for a family member, the certification shall include an estimate of the amount of time the employee needs to care for the person requiring care and a statement that the serious health condition warrants the participation of a family member to provide care during the period of the leave. If the request for leave is based on the employee's own serious health condition, the certification shall include a

statement that, due to the serious health condition, the employee is unable to perform the functions of his/her position.

If the employee is requesting leave for intermittent treatment or leave on a reduced leave schedule for planned medical treatment, the certification must also state the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of the treatment and the expected duration of the leave. In any case in which the District has reason to doubt the validity of any certification provided to support an employee's request to take leave because of the employee's own serious health condition, the District may require the opinion of a second and third health care provider consistent with state and federal law.

### **Reinstatement /Non-Discrimination**

Upon granting an employee's request for family care or medical leave, the District shall guarantee to reinstate the employee in the same or comparable position when the leave ends to the extent required by law.

### **Notifications**

The District shall provide all notifications as required by law regarding employees' rights and obligations pertaining to family care and medical leaves.

### **SERVICE-MEMBER FAMILY LEAVE.**

- a. ELIGIBILITY.** A bargaining unit member who is eligible under for FMLA/CFRA and who is the spouse, son, daughter, parent, or next of kin of a covered service-member shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall only be available during a single 12-month period. "Next of kin," used with respect to an individual, means the nearest blood relative of that individual. "Covered Service-member" means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.
- b. COORDINATION WITH FMLA.** As an augmentation of FMLA, Servicemember Family Leave, during the single 12-month period described in this Service-member Leave section, an eligible unit member shall be entitled to no more than a combined total of 26 workweeks of leave under FMLA.

## **ARTICLE 7 - TRANSFER**

### **7.1 Definition**

A transfer is defined as a horizontal movement of a permanent unit employee from one job or job site to another in the same class of positions and at the same salary rate, or from one class to another on the same salary schedule or rate, and without loss of seniority rights, provided that the employee is qualified for the position vacancy.

### **7.2 Procedure**

Upon the recommendation of the Superintendent, and subject to approval of the Board of Trustees, a unit employee may be transferred from one position to another in the same class, and shall retain the same pay step and original anniversary date without loss of seniority rights.

### **7.3 Request Form**

A unit employee may request a transfer pursuant to 7.1 above on a form provided by the District.

### **7.4 Types of Transfers**

A unit employee may request a voluntary transfer pursuant to 7.1 and 7.3 above, or may be administratively transferred at the discretion of the District as set forth in this Article.

### **7.5 Voluntary Transfer**

7.5.1 Unit employees may request transfer to vacancies for which they qualify, as determined by job related selection procedures.

7.5.2 If a unit employee is not selected to fill a vacancy pursuant to 7.5.1, the person shall be notified in writing within 15 days. The applicant shall be informed, in writing, of the reason(s) he/she was not selected to fill the vacancy.

### **7.6 Administrative Transfer**

7.6.1 Administrative transfers may be made within the existing classification of the unit employee, and a transfer may be made; and the affected employee shall be given a ten (10) day notice and may be waived by mutual agreement.

7.6.2 In no case shall the transfer be considered a promotion or involuntary demotion.

7.6.3 The District shall meet with each unit employee who is scheduled for administrative transfer. However, if the unit employee is unable or unwilling to meet regarding such transfer, the District shall notify the employee of the intended transfer by



registered or certified mail at the employee's last known mailing address. Such notification shall state the reason for the transfer and the new work location.

## **7.7 Board Approval**

All transfers are subject to approval by the Board of Trustees.

## **7.8 Priority for Vacancies**

Unit employees eligible pursuant to Section 7.1 above shall be considered for posted vacancies prior to those who have applied for promotion.

## **7.9 Notification of Vacancies**

7.9.1 The District shall post all notices of vacancies in prominent locations at each work site.

7.9.2 The vacancy notice shall be posted for a period of six (6) working days. A unit employee who is on leave, vacation or lay-off during the posting period and who wishes to be notified of vacancies may present the District with self-addressed, stamped envelopes. Such vacancy notice shall be mailed no later than the date of posting.

7.9.3 Each vacancy notice shall include the following information:

7.9.3.1 Job title, job description, including requirements and qualification.

7.9.3.2 Location

7.9.3.3 Hours per day or week, and regular assigned times of work shift.

7.9.3.4 Months per year, assigned work week

7.9.3.5 Salary range

7.9.3.6 Filing deadline

7.9.4 In accordance with Personnel Commission Rule 50.100.5, the District will conduct promotional exams and open exams concurrently and create a list of qualified candidates. District employees will have seniority credit added to their final passing scores in the amount of  $\frac{1}{4}$  point for each year of District service not to exceed a total of 7 points. These points will be added prior to merging the promotional list with the open list. Credit shall be granted for time spent in regular status in the classified status and on paid leave from the classified service. A full year's credit shall be granted to employees whose regular position is assigned on less than a calendar-year basis. Credits shall be calculated for units of not less than a half year.

## **7.10 Reinstated to Prior Position**

- 7.10.1 A permanent unit member who has vacated a position to accept a promotion may, if found unsatisfactory by the District, be reinstated during the probationary period to permanent status in his/her former classification subject to Article 22, Suspension/Demotion/Dismissal.

## **ARTICLE 8 - SAFETY CONDITIONS OF EMPLOYMENT**

- 8.1 The District shall provide places of employment which are safe and healthful to the unit employee therein, and to provide adequate training and post required safety and health information.
- 8.2 The District shall provide safety equipment to all employees required by Cal OSHA.
- 8.3 Employees may not be discharged or discriminated against for notifying district personnel of safety hazards under the provisions of this article.
- 8.4 A joint committee of District personnel, CSEA unit members, and CVSTA unit members shall be established to develop school site procedures that will address safety and working conditions on each campus. The committee shall develop recommendations in a safety report once annually. The report and recommendations shall be given to the Superintendent for consideration and implementation. The Superintendent shall consult with the committee and will make the final decision regarding implementation of committee recommendations.

## **ARTICLE 9 - CSEA RIGHTS**

### **9.1 Right to Represent**

CSEA shall have the right to represent employees of the unit in employment relations with the District, as provided in the Public Employment Relations Act.

### **9.2 Right of Access, Communication and Use of Facilities**

CSEA shall have the right of access at reasonable times to areas in which employees work, the right to use bulletin boards, mail boxes and other means of communication, and the right to use District facilities at reasonable times for the purpose of meetings concerned with the rights guaranteed in the Public Employment Relations Act.

9.2.1 Access - Persons not members of the school staff who wish to come on the school site for CSEA matters during the school day shall sign-in and sign-out prior to entrance on the campus, subject to reasonable regulation.

9.2.2 Communication - CSEA shall be entitled to post notices of CSEA concern on Union bulletin boards provided by the District, in areas frequented by unit employees in each school and work location. CSEA shall be entitled to the use of regular inter school delivery services and mail boxes for communication to employees regarding matters which involve CSEA, and such written communication shall be identified as to their origin. A CSEA representative shall be responsible for intra school distribution of said communications. A designated unit employee may request use of district office equipment, and, if such use is approved by a supervisor, the office equipment may be used. Any cost of supplies shall be borne by CSEA. A copy of CSEA materials shall be sent to the principal or designee at time of posting or delivery.

9.2.3 Use of Facilities - CSEA may use school facilities for meetings subject to approval of the site principal. Such meetings shall not interfere with the service of the employee or the on-going school programs.

### **9.3 Employee Names**

The District shall provide CSEA with names and work locations of all bargaining unit personnel no later than October 15 of each school year and of all bargaining unit personnel employed after September 30 of each year within thirty (30) days of employment. The District shall inform CSEA of such names and work locations by providing a copy of each board agenda and minutes to the President of CSEA Chapter #47.

### **9.4 Information of Public Record**

Upon written request of CSEA, the District shall provide at reasonable cost, copies of documents that are a matter of public record, and which are required by CSEA to fulfill its duty of representation. The District may provide such copies at no cost if said copies are readily available.

## **9.5 Distribution of Agreement to Unit Members**

All unit employees shall receive a copy of this Agreement. Orientation to the terms of the Agreement shall be conducted by the District and CSEA. CSEA may conduct one orientation session within thirty (30) days of the approval of this Agreement. If CSEA does conduct an orientation for all unit employees, one (1) hour of that orientation session shall be during a unit employee's regular work shift.

## **9.6 CSEA Leave**

CSEA shall have the right to use up to a total of fifty (50) employee days of paid leave for its officers or representatives to use for local, state, or national conference attendance or for conducting other business pertinent to the CSEA. Users of this leave shall be excused upon providing written notice of their intent to be absent through use of the appropriate District form. Such notice must be presented by the employee to the employee's immediate supervisor at least two (2) workdays before the leave commences. This leave shall be charged in units not less than one (1) hour.

## **ARTICLE 10 - EVALUATION PROCEDURES**

### **10.1 Frequency of Evaluations**

Evaluation of all unit employees shall be on a continuing basis and scheduled as follows:

10.1.1 Probationary bargaining unit employee - Every two (2) months during the probationary period. The probationary period shall be six (6) months in length, beginning with the employment date approved by the Board of Trustees.

“Probationary Employee” is an employee who has been continuously employed for a period of less than six (6) months in a position defined as classified service. If a probationary employee is absent for ten (10) or more consecutive days, while on an approved leave of absence then the probationary period shall be extended by the number of days of the absence.

10.1.2 Permanent bargaining unit-employee - At least once each year. Ten, eleven and twelve month full-time employees shall be evaluated during their anniversary month. Part-time employees shall be evaluated between April 1 and June 30. If the unit employee is to be evaluated during a particular year, but is granted a leave of absence for six months or longer, such evaluation shall take place during the year of return to duty.

### **10.2 Notice of Evaluations**

Unit employees scheduled for evaluation shall be notified at least three (3) days prior to the scheduled evaluation conference. The employee shall have the right of writing a response relative to the evaluation. Such response shall be attached to the evaluation form, and thus incorporated into the written evaluation.

### **10.3 Personnel File**

Written information of a derogatory nature shall be entered in an employee's personnel file, but only after the employee has been given a copy of the document and has had an opportunity to review it. The employee may submit a written response to the document within ten (10) working days of having been given the opportunity to review such material. The employee shall have the right to enter, and have attached to any derogatory statement, his or her written comments. A copy of any written response shall be given to the employee's immediate supervisor, and attached to the written statement from the evaluator. Such meetings and opportunity to write comments shall take place during normal business hours, and the affected unit employee shall be released from duty for this purpose, if necessary, without salary reduction.

## **10.4 Access to and Inspection of Evaluations**

Copies of employee's evaluation form, rating sheets and other written documents utilized in the evaluation process shall be maintained at the District's central administrative offices. The material in the file shall be made available for the inspection of the unit employee to whom the file pertains except ratings, reports or records which were (1) obtained prior to the employment of the unit employee, (2) prepared by identifiable members of the screening committee involved in selection, or (3) obtained in connection with promotional evaluation. Unit employees shall have the right to inspect legally accessible materials in their personnel file, upon request, provided that the request is made at a time when such person is not actually required to render services to the District. The official personnel file of each member shall be maintained at the central administrative office.

10.4.1 Employees may designate CSEA representatives to conduct or participate in the review of their own individual files.

## **10.5 Orientation and Training**

10.5.1 The District shall provide an orientation program for new employees. The nature and extent of such program shall be determined by district management and supervisory personnel.

10.5.2 The District shall provide in-service training programs for unit employees. The nature and extent of such programs shall be determined by District management and supervisory personnel, subject to approval by the Board of Trustees.

10.5.2.1 If in-service training programs are conducted during regular duty hours, there shall be no loss of pay or benefits to unit employees.

10. 5.2.2 If a unit employee is required by the District to attend an in-service training program outside of the individual unit employee's regular duty hours, the employee shall be compensated pursuant to Section 4.2.

10.5.3 CSEA may submit any suggestions or proposals to the District in order to meet unit employees' orientation or in-service training needs.

## **ARTICLE 11 - GRIEVANCE PROCEDURES**

### **11.1 Definitions**

- 11.1.1 Grievance: A written statement by a unit employee or the exclusive representative involving the application, interpretation or alleged violation of this Agreement. The statement shall contain a request for a specific remedy to the alleged violation, application or interpretation.
- 11.1.2 Grievant: A unit employee or the exclusive representative filing a grievance.
- 11.1.3 Days: A day when the District Office is open for business.

### **11.2 General Principles**

- 11.2.1 A unit employee and/or the exclusive representative who believes that this Agreement has been violated may file a grievance. The unit employee and/or the exclusive representative must utilize the Informal Step, 11.3 below, before filing a grievance at Step 1.
- 11.2.2 Either party has the right to the assistance of conference with legal counsel at any step in the procedure.
- 11.2.3 If the same grievance, or substantially the same grievance, is filed by more than one unit employee, only one unit employee on behalf of himself/herself and other grievances may process this grievance through this procedure. The names of all aggrieved parties shall appear on any documents submitted by the Grievant. If the grievance involves unit employees with different supervisors, the grievance may be filed at Step 2.
- 11.2.4 Once a grievance has been filed, it shall not be amended. If substantive information was omitted from the original written allegation, the Grievant must re-file the amended grievance with the appropriate supervisor at Step 1 of this procedure. Such amendment shall not invalidate the timeliness of a previously valid filing of the original grievance.
- 11.2.5 CSEA may pursue an alleged violation of this Agreement.
- 11.2.6 A grievance must be filed within thirty (30) days of the alleged violation, or within thirty (30) days of the time that the Grievant should reasonably have known of the alleged violation.
- 11.2.7 A Grievant, witness and/or CSEA job steward from a school site or other District location, who is required to be present at a grievance conference and/or hearing with a District representative during normal working hours shall do so without loss of compensation.
- 11.2.8 All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel file of any of the participants.



### **11.3 Informal Conference**

- 11.3.1 Before filing a formal grievance, the Grievant and/or the exclusive representative shall attempt to resolve it by an informal conference with the grievant's immediate supervisor.
- 11.3.2 Within four (4) days after receiving the written request from the Grievant and/or the exclusive representative, the immediate supervisor shall schedule a conference to discuss the complaint.
- 11.3.3 The immediate supervisor shall communicate a decision to the Grievant and/or the exclusive representative within three (3) days after the scheduled conference is held. If the matter is not resolved at the informal level the Grievant or the exclusive representative shall proceed to Level 1 in the Grievance process.

### **11.4 Steps in the Grievance Procedure**

- 11.4.1 Step 1: The written grievance shall be filed with the grievant's immediate supervisor and the Administrator of Personnel. The immediate supervisor shall confer with the Grievant and any witness requested, and, within ten (10) days of receipt, render a decision. Copies of the decision shall be sent to the Grievant and to CSEA within two (2) days.
- 11.4.2 Step 2: The Grievant may appeal the decision from Step 1 to the Administrator of Personnel within ten (10) days after receipt of the Step 1 decision. This appeal shall be presented in writing with all documents and printed material submitted at Step 1. CSEA shall be notified of the request for appeal. The Administrator of Personnel shall confer with the Grievant within ten (10) days after receipt of the appeal, and shall render a written decision within five (5) days after the conference. Copies of the decision shall be sent to the Grievant and to CSEA within two (2) days.
- 11.4.3 Step 3: The Grievant may appeal the decision from Step 2 to the Superintendent within ten (10) days after receipt of the Step 2 decision. The appeal shall be in writing, and the Grievant shall send copies simultaneously to CSEA and to the administrators who were involved at Steps 1 and 2. The Superintendent shall confer with the Grievant within ten (10) days after receipt of the appeal, and shall render a decision in writing within five (5) days after the conference. Copies of the decision shall be sent to the Grievant and to CSEA within two (2) days.
- 11.4.4 Step 4: A Grievant who is not satisfied with the decision at Step 3 may request CSEA to submit the grievance to arbitration. If CSEA concurs with the grievant's request for arbitration, CSEA shall, within ten (10) days after receipt of the Superintendent's decision, submit a request in writing to the Superintendent for arbitration of the dispute, and the District shall join in the request. Failure to meet the time limit shall constitute an ultimate withdrawal of the grievance.
  - 11.4.4.1 CSEA and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, the parties shall request the American

Arbitration Association to supply a panel of five (5) names of qualified arbitrators. The District and CSEA shall alternately strike names from the list, with the order of striking being determined by lot. The person whose name remains after the striking procedures shall be the arbitrator.

## **11.5 Authority of the Arbitrator**

- 11.5.1 The District and CSEA agree that the jurisdiction and authority of the arbitrator, and the opinion or award expressed by the arbitrator, shall be confined exclusively to the interpretation of the express provisions of this Agreement, nor shall the arbitrator have any authority to impose any limitations or obligations not specifically provided for under the terms of this Agreement.
- 11.5.2 The arbitrator shall be without power or authority to make any decision that requires the District or its administration to do an act prohibited by law, or in violation of this Agreement.
- 11.5.3 The arbitrator shall have no power to render an award on any grievance initiated before or after the term of this Agreement.
- 11.5.4 If either party raises the issue of arbitrability, such party raising the issue may request, by written notice to the other party at least forty-eight (48) hours in advance of the hearing, a separate hearing on the issue of arbitrability. Such decision may, upon agreement of the parties, consist of a decision without written opinion.
- 11.5.5 The decision of the arbitrator shall be, within the limits herein described, final and binding upon the parties in the dispute.

## **11.6 Arbitration Procedures**

- 11.6.1 Issues: The arbitrator shall hear evidence on the issue or issues that were submitted to arbitration. If the parties do not agree on a submission agreement, the arbitrator shall frame the issues by referring to the grievance records at Steps 1, 2 and 3.
- 11.6.2 Award: The arbitrator shall submit a written award, with supporting findings, to each party within thirty (30) calendar days after submission.
- 11.6.3 Representation: A Grievant may represent himself/herself at all stages of this procedure or, at the grievant's option, and with CSEA concurrence, be represented by CSEA. If the Grievant is not represented by CSEA, CSEA shall have a right to submit written responses at each step of the procedure.
- 11.6.4 Cost of Arbitration: The fees and expenses of the arbitrator shall be borne equally by the District and CSEA. All other expenses shall be borne by the party incurring them. Unless the parties agree to share expenses, the cost of the services and expenses of a court reporter shall be paid by the party requesting same.
- 11.6.5 Election of Remedies: By filing a grievance and processing it beyond Step 3, the Grievant expressly waives any right to statutory remedies or to the exercise of any

legal process other than as provided by Article 11. The processing of a grievance beyond Step 3 shall constitute an express election on the part of the Grievant that the arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the Grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of 11.5.4 to preclude the enforcement of an arbitration award in any court of competent jurisdiction.

## **ARTICLE 12 - HOLIDAYS**

### **12.1 Scheduled Holidays**

All unit employees will be provided with the following paid holidays:

Independence Day	Martin Luther King, Jr. Day
Labor Day	Lincoln's Birthday
Veteran's Day	President's Day
Thanksgiving Day	Thanksgiving Day Holiday
Admissions Day	Memorial Day
Christmas Day	Winter Break Holiday
New Year's Day	New Year's Day Holiday
Spring Break Holiday	Cesar Chavez Day

### **12.2 Holidays on Saturday or Sunday**

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

### **12.3 Holiday Eligibility**

- 12.4.1 Except as otherwise provided in this Article, a unit employee must be in paid status on the working day immediately preceding, or succeeding the holiday to be paid for the holiday.
- 12.4.2 Unit employees who are not normally assigned to duty during the school holidays of Christmas Eve, Christmas Day, New Year's Eve, New Year's Day and Spring Vacation Day, shall be paid for those holidays provided that they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding this holiday.
- 12.4.3 A part-time unit employee not regularly scheduled to work on designated holidays may request vacation pay in lieu of being in unpaid status. This shall not result in an employee being in paid status for purpose of holiday pay.

### **12.4 Re-negotiation of Holiday if Conflict with Instructional Calendar**

If a student school year calendar is in conflict with holidays scheduled in Appendix C, such holidays for unit employees shall be re-negotiated as soon as possible after the conflict has been identified.

## **12.5 Floating Holidays**

The District will grant each unit employee one (1) floating holiday per year, at the discretion of the employee, with prior approval of the immediate supervisor. The hours subject to compensation under the “floating holiday” shall be based upon the employee’s normal work day not to exceed eight (8) hours. (e.g., four-hour (4-hr) employee will receive four (4) hours and employees regularly scheduled for more than 8 hours shall nonetheless be compensated at no more than eight (8) hours.)

## **ARTICLE 13 - VACATION**

- 13.1.1 All full-time unit employees shall earn vacation time with pay at the rate of one working day for each month of service.
- 13.1.2 Part-time employees shall earn vacation at a rate that their regular assignments relate to a full-time assignment. Hourly employees shall earn vacation at the rate of one (1) hour for every twenty (20) hours in paid status.
- 13.1.3 A person must be in paid status fifty (50%) percent or more of the working days of the month to qualify for a day's vacation.
- 13.1.4 Vacation shall not be granted during the first six (6) months of employment, but shall accrue.
- 13.1.5 Vacation may be taken at any time during the unit employee's work year, subject to prior approval by the immediate supervisor.
  - 13.1.5.1 Vacation requests exceeding ten (10) working days shall be submitted to Human Resources and the immediate supervisor thirty (30) working days prior to the commencement of vacation. The District shall respond within five (5) work days from acceptance of the vacation request.

### **13.2 Accumulation**

- 13.2.1 Upon the completion of three (3) years of service, a full-time unit employee shall be granted an additional day of vacation for each additional year of service up to a maximum of twenty (20) days per year. Earned vacation may accrue to a maximum of twenty-four (24) days.
- 13.2.2 Part-time unit employees working a regular work week of four (4) hours or more per day, upon completion of three (3) years of service, shall be granted an additional day pro rata equal to the unit employee's regular work day, of vacation for each additional year of service up to a maximum of twenty (20) days per year. Earned vacation may accrue to accrue to a maximum of twenty-four (24) days.

### **13.3 13.3 Vacation Pay Out**

- 13.3.1 Unit employees may request to be paid for unused vacation days that have accrued during the current fiscal year. The request for vacation pay must be submitted no later than June 10 of each fiscal year.
- 13.3.2 District management shall develop procedures and/or forms to implement Section 13.3.1.

### **13.4 Vacation Pay Upon Termination**

- 13.4.1 When a unit employee is terminated for any reason the employee shall be entitled to all vacation pay earned and accumulated up to and including the effective date of termination.
- 13.4.2 If a unit employee is terminated for any reason and had been granted vacation which was not yet earned at the time of termination of service, the District shall deduct from the employee's severance check the full amount of salary which was paid for such unearned days of vacation taken.
- 13.4.3 New unit employees who have not completed six (6) months of employment in probationary status shall not be entitled to such compensation.

### **13.5 Vacation Postponement**

- 13.5.1 If a unit employee's approved vacation became due during a period when he/she is on illness or injury leave, that employee may request that his/her vacation dates be changed in accordance with vacation dates available, or may request to carry over his/her vacation to the following year.
- 13.5.2 If, for any reason, a unit employee is required to work and is unable to take all or any part of his/her accumulated vacation, the amount not taken shall, at the option of the employee, be re-scheduled in the current fiscal year, be paid out as defined in Section 13.3 or be maintained as accrued vacation as long as the total amount of accrued vacation does not exceed 24 days.

### **13.6 Holidays during Vacation**

If a holiday falls within a vacation period, that day shall not be counted as a vacation day.

### **13.7 Interruption of Vacation by Leave**

The Board of Trustees may allow a permanent unit employee to interrupt a vacation leave in order to begin another type of paid leave without a return to active service.

- 13.6.1 In order to be eligible for such interruption of vacation, a unit employee must supply the District with adequate notice and relevant supporting information regarding the reasons for the request.
- 13.6.2 District management shall develop procedures and/or forms to implement Section 13.7.

## **ARTICLE 14 - SUPPORT OF AGREEMENT**

- 14.1 The District and CSEA agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that CSEA and the District will support this Agreement for its term. CSEA agrees that it will not appear before the Board of Trustees to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and CSEA.



## **ARTICLE 15 - EFFECT OF AGREEMENT**

- 15.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over past District practices and procedures, over State laws and Personnel Commission Rules and Regulations to the extent permitted by law.

## **ARTICLE 16 - COMPLETION OF MEET AND NEGOTIATION**

16.1 During the term of this Agreement, and except as otherwise contained herein, CSEA expressly waives and relinquishes the right to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or CSEA at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn. Nothing in this Article precludes the District and the CSEA from mutually agreeing to reopen negotiation on an issue.

## **ARTICLE 17 - NO CONCERTED ACTIVITIES**

- 17.1 It is agreed and understood that there will be no strike, work stoppages, slow-down or strike picketing of the District by CSEA, its officers, agents or unit employees, including compliance with the request of other organizations to engage in such activity.
- 17.2 CSEA recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit employees to do so. In the event of a strike, work stoppage, slow-down or strike picketing of the District by its officers, agents or unit employees, CSEA agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 17.3 It is understood that, in the event CSEA violates this Article, the District shall be entitled to withdraw any rights, privileges or services provided for in the Agreement from CSEA.
- 17.4 Neither the submission of this proposal, nor its violation or expiration, shall prejudice the District's legal position that the above activities are or may be independent violations of the law, illegal notwithstanding this Article.
- 17.5 The District agrees that it will not lock out unit employees during the term of this Agreement.

## **ARTICLE 18 - TERM OF AGREEMENT**

- 18.1** This Agreement shall become effective on July 1, 2014, and shall continue in effect to and including June 30, 2017, with annual reopeners on Article 3 (Wages) and Article 5 (Health and Welfare Benefits) and two other article per side, and shall automatically remain in effect for each succeeding twelve (12) months or until completion of a binding written agreement by the parties which shall supersede this Agreement.
- 18.2** The parties further agree that they will publicly notice (pursuant to EERA, Gov. Code, 3547) their respective proposals for negotiations as it relates to the 2014 through 2017 contract, at the October regular meeting of the District's governing Board. The parties agree to commence negotiations on these proposals no later than January 15<sup>th</sup>.

2014/15: Successor Unlimited Reopener

2015/16: Either party may reopen Salary, Health and Welfare, Calendars and two other articles.

2016/17: Either party may reopen Salary, Health and Welfare, Calendars and two other articles.

### **18.3 Calendar**

The District agrees that CSEA shall have the right to participate in the development of the Classified calendar for all classified employees.

## **ARTICLE 19 - SAVINGS**

- 19.1 If any provision of this Agreement is held by a court of appropriate jurisdiction to be contrary to law, then such provision or application will be deemed to be invalid to the extent required by such court decision, statute or approved legislative action, but all other provisions or applications of the Agreement shall continue in full force and effect.
- 19.2 CSEA and the District shall meet on a case by case basis to discuss changes or additions to statutes or legislative acts that affect articles of this agreement.

## **ARTICLE 20 - ORGANIZATIONAL SECURITY**

- 20.1 Except as expressly exempted herein, all the employees in the bargaining unit who do not maintain membership in good standing in CSEA are required to pay service fees to CSEA in amounts not to exceed the periodic dues of CSEA for the duration of this Agreement.
- 20.1.1 In the event any employee covered by this Agreement does not tender periodic dues or a service fee as required herein, CSEA shall give notice in writing to the District and said dues and/or service fee shall be enforced pursuant to Education Code Section 45168 to the extent required by law.
- 20.2 Any bargaining unit member employed on or before July 1, 1993, shall be exempt from this Article if he/she notifies the District in writing within thirty (30) days after receiving District notice of this provision that he/she has a right to object to joining or paying service fees to CSEA.
- 20.3 It is expressly understood that neither the District nor CSEA shall encourage or discourage employees in the filing of objections.
- 20.4 CSEA shall have the sole and exclusive right to have membership dues, initiation and services fees 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, savings bonds, charitable donations, or other plans or programs jointly approved by CSEA and the District.
- 20.4.1 The District shall deduct, in accordance with the CSEA dues and service fee schedule provided by chapter 47 each year, dues from the wages of all employees who are members of CSEA as authorized in writing for the duration of this Agreement.
- 20.4.2 The District shall deduct the initiation fee and dues in accordance with the dues and service fee schedule provided yearly by Chapter 47 from the wages of all employees as authorized in writing who, after July 1, 1993, become members of CSEA, for the duration of this Agreement.
- 20.5 The District shall notify in writing the CSEA Chapter President if any member revokes a dues authorization form.
- 20.6 Each employee covered by this Agreement, with the exception of those specifically exempted in paragraph 20.2 above, who fails voluntarily to acquire or maintain membership in CSEA shall be required beginning, on the thirtieth (30th) day following the beginning of such employment or within thirty (30) days after the ratification of this Agreement, whichever occurs later, to pay to CSEA a service fee as a contribution towards the administration of this Agreement and representation of such employees. The service fee shall be in the same amount and payable at the same time as CSEA's regular dues, exclusive of initiation fees, and in accordance with the State of California Public Employment Relations Board regulations. CSEA will provide for an annual service fee payer rebate according to state and federal law.

- 20.6.1 In the event any employee covered by this Agreement does not tender periodic dues or a service fee as required herein, CSEA shall give notice in writing to the District and said dues and/or service fee shall be enforced pursuant to Education Code Section 45168 to the extent required by law.
- 20.7 Any unit member who is a member of a religious body whose formal tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support CSEA except that such unit members shall pay, in Lieu of membership dues, sums equal to such fees to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:
- 20.7.1 Centinela Valley Education Foundation
- 20.7.2 Red Cross
- 20.7.3 Salvation Army
- 20.8 The California School Employees Association and its Centinela Chapter 47 (CSEA) agree to indemnify and hold harmless the District against any and all liabilities, claims or actions which may be brought against the District or District Board of Trustees individually or collectively, its officers, employees, and agents, including reimbursement for all costs, expenses, fees, settlements, and judgments and providing an effective defense on behalf of the District at the direction and expense of CSEA against any and all lawsuits or other legal proceedings, arising out of and in connection with this Article.

## ARTICLE 21 - LAYOFFS

Reason for Layoff: Classified Employees shall be subject to layoff for lack of work or lack of funds.

- 21.1 **Notice of Layoff:** The District shall notify both the Association and affected employee(s) in writing prior to any planned layoff. Such notice will be at least **sixty (60)** days prior to the effective day of layoff. The notice period shall begin with the date postmarked or the date of delivery by hand in lieu of mailing. Notice may be shorter under conditions specified by the Education Code. Any notice of layoffs to CSEA Bargaining unit members shall specify the reason(s) for layoff and identify by name and classification the employee(s) designated for layoff.

When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified employees will be subject to layoff for lack of work or funds, the District shall provide such employees and the Association written notice on or before April 29; however, if the termination date of any specially funded program is other than June 30, the notice shall be given not less than **60** days prior to the effective date of layoff. The notice period shall begin with the date of postmarked or the date of delivery by hand in lieu of mailing. Any notice of layoff to CSEA Bargaining unit members shall specify the reason for layoff and identify by name and classification the employee(s) designated for layoff. The notice shall also contain a summary of reemployment rights and the employee's bumping rights, if any. Any employee who has received a layoff notice shall, upon request, be entitled to meet with a representative of the District Personnel Office.

- 21.2 **Order of Layoff:** When a classified employee is laid off, the order of layoff within the classification shall be determined by seniority calculated on the basis of date of hire in a probationary or permanent status to the classification currently held plus higher classes. A bargaining unit member who has been employed the shortest time in the class plus higher classes shall be laid off first.

Order of layoff among employees with the same date of hire will be determined first by actual payroll hours in paid status, excluding overtime. If two (2) or more employees subject to layoff within a classification have equal seniority in the classification (plus higher classes), the determination as to who shall be laid off will be made on the basis of the greater hire date seniority within the District; the CSEA unit member with the least District seniority shall be laid off from the classification. Assuming that the preceding do not resolve all ties between employees having the same seniority date, then all remaining ties may be broken by a fair and random method such as the drawing of lots.

- 21.3 **Bumping Rights:** An employee laid off from his/her present classification may bump into the next equal or lower classification in which the employee has greater seniority and has obtained permanent status. The employee may continue to bump into such equal or lower classes to avoid layoff provided the employee has worked previously in the lower class position and has attained permanent status therein.
- 21.4 **Reemployment Rights:** Reemployment shall be in the reverse order of layoff. Laid-off persons are eligible for reemployment in the classification from which they were laid off for



a thirty-nine (39) month period and shall be reemployed prior to new applicants. In addition, they shall have the right to apply for promotional positions according to Education Code section 45298 . A laid-off unit member is eligible for reemployment for a period of 39 months in preference to new applicants for positions that the unit member previously did not have permanency so long as the employee qualifies for the position and passes the required qualifying examinations prescribed by the Personnel Commission.

- 21.5 **Notification of Re-employment Opening:** Any permanent employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening. Such notices shall be served by personal service or certified mail to the last known home address.
- 21.6 **Employee Notification to District:** Employees on reemployment lists may apply for any posted vacant position. An employee shall notify the District of his/her intent to accept or refuse employment within forty-eight (48) hours following receipt of the reemployment notice. If the employee accepts reemployment, the employee must report to work within ten (10) days following receipt of the reemployment notice. Refusal of an offer of a fewer number of hours in the same class shall not affect the standing of any employee on a reemployment list. Employees on reemployment lists shall be eligible for three (3) offers of reemployment. If the third offer is turned down, the employee will be removed from the reemployment list until the employee submits a written notification to the Human Resources Department that he/she is available and interested in reemployment.
- 21.7 **Voluntary Demotion or Retirement in Lieu of Layoff:** A unit employee subject to layoff may, in lieu of such layoff, if qualified and subject to the provisions of this Section, elect to be demoted to a lower job classification, resign or retire under provisions of the Public Employees' Retirement System (PERS).
- 21.7.1 A unit employee who elects voluntary reduction of work year, reduction of work hours, demotion, resignation or retirement in lieu of layoff shall, nonetheless, be placed on the thirty-nine (39) month re-employment list and shall be eligible, when a classified vacancy occurs, to return to his/her most recent vacancy or his /her former job classification in the order of his/her seniority as any other employee on such list. The unit employee who demotes, resigns, or retires in lieu of layoff shall have their reemployment rights extended an additional twenty-four (24) months.
- 21.8 **Effects Bargaining:** CSEA has the right to negotiate the effects of any classified layoff.

## **ARTICLE 22 – SUSPENSION/DEMOTION/DISMISSAL**

### **22.1 Causes for Disciplinary Action**

- 22.1.1 A permanent classified employee shall be subject to disciplinary action, which may include demotion, suspension or dismissal, for any of the following causes:
- 22.1.1.1 Fraud or misrepresentation of material facts.
  - 22.1.1.2 Gambling on school property and/or during work hours.
  - 22.1.1.3 Incompetence.
  - 22.1.1.4 Inefficiency.
  - 22.1.1.5 Continuing illness/disability to a degree manifesting an adverse impact on work required to be performed.
  - 22.1.1.6 Conviction of a serious crime by a court of law which conviction has a demonstrable adverse impact upon the District's ability to continue employment; failure to disclose material facts regarding a criminal conviction; presenting false or misleading information on application forms or other employment records.
  - 22.1.1.7 Inattention to, or dereliction of, duties.
  - 22.1.1.8 Abandonment of position. Failure to report to work as scheduled or call in for three (3) consecutive days or more constitutes abandonment of position.
  - 22.1.1.9 Willful and intentional violation of rules, regulations or procedures adopted by the District.
  - 22.1.1.10 Possession of an alcoholic beverage container on District property or in District equipment; consuming an alcoholic beverage on District property or in District equipment; being under the influence of an intoxicant, controlled substance or other drug to a degree sufficient to impair an ability to work safely and efficiently.
  - 22.1.1.11 Possession of illegal controlled substance or other drug or "look alike" under circumstances indicating an intent to use, give away or sell same to others.
  - 22.1.1.12 Arrest and being formally charged with a sex offense as defined in Education Code Section 44010.
  - 22.1.1.13 Arrest for a sex or narcotics or controlled substance offense, as reflected in Education Code Section 45304.
  - 22.1.1.14 Engaging in political activities during assigned hours of duty.
  - 22.1.1.15 Conviction of a crime of moral turpitude.

- 22.1.1.16 Making an unprovoked physical or verbal attack on a pupil, District employee or member of the public.
- 22.1.1.17 Repeated unexcused absence and/or tardiness.
- 22.1.1.18 Failure to maintain any license or certificate which is a condition of employment.
- 22.1.1.19 Dishonesty, theft, misappropriation or willful misuse of district property for personal gain; willful destruction of District property or the property of others lawfully on District property.
- 22.1.1.20 Ethnic, racial, religious or sexual harassment of another.
- 22.1.1.21 Advocacy of the overthrow of the federal, state, or local government by force, violence or other unlawful means, including conduct in violation of Government Code Section 1028.
- 22.1.1.22 Any other cause or causes for disciplinary action set forth in the Education Code or other applicable Code.

## **22.2 Release During Probationary Period**

- 22.2.1 The Board of Education may effect the release from employment of any employee at any time during the employee's probationary period.
- 22.2.2 The District need not state any reason for such probationary release, however such release shall not be for any reason prohibited by law.
- 22.2.3 The District shall notify the Classified Personnel Office in writing within three days from the date of each probationary release effected.
- 22.2.4 An employee released during probation does not have the right to appeal such action to the Personnel Commission.

## **22.3 Dismissal of Casual and Substitute Employees**

- 22.3.1 The employment of a casual or substitute employee may be discontinued at any time without regard to procedures set forth in this section. Any employee whose assignment has been discontinued pursuant to this subsection does not have the right to appeal such action to the Personnel Commission.

## **22.4 Procedure for Employee Progressive Discipline**

- 22.4.1 Except for serious misconduct as determined by Human Resources, normal progressive discipline shall be:
  - 22.4.1.1 Oral Warning

- 22.4.1.2 Written Warning
- 22.4.1.3 Written Reprimand
- 22.4.1.4 Suspension Without Pay
- 22.4.1.5 Termination/Demotion

## **22.5 Procedure for Disciplinary Action - Permanent Employees**

### 22.5.1 General Procedures

For purposes of this subsection, "disciplinary action" means District initiated dismissal, suspension without pay or involuntary demotion of an employee who has successfully completed any required probationary period.

22.5.2 "Emergency suspension without pay" means a suspension which is necessitated because the employee's continued presence at work would constitute a significant, unwarranted risk to the life, health, or safety of the employee or others, or is of such an outrageous nature as to require immediate removal of the employee from work. Unless otherwise provided for by law, the maximum time during which an employee may be suspended without pay is thirty working days.

22.5.3 Before any disciplinary action is commenced against a permanent employee, except an emergency suspension without pay and a suspension of not more than five (5) days, the employee shall receive a written notice of the proposed action either by personal service or by certified mail issued at least five days prior to the proposed effective date, which shall contain:

22.5.3.1 A statement of the specific charges against the employee, including the specific acts or omissions upon which the proposed disciplinary action is based; and

22.5.3.2 Notice that copies of all documents supporting the proposed disciplinary action are available for the employee's review; and

22.5.3.3 Notice of the date the proposed action will be presented to the Board; and

22.5.3.4 Notice of the employee's right to respond, either orally or in writing prior to the effective date of the proposed action; and that failure to respond will constitute a waiver of the right to respond.

22.5.4 Should the proposed disciplinary action be effected, a written notice shall be promptly served upon the employee, either personally or by certified mail, stating the action taken, and advising the employee of his/her right to appeal the disciplinary action to the Personnel Commission.

### 22.5.5 Emergency Suspension Procedures

In any case where an emergency suspension, or suspension of not more than five days is effected, the District shall provide the employee, by personal service or by certified mail as soon after the action is taken as practicable with:

22.5.5.1 A statement of the specific charges against the employee, including the specific acts or omissions upon which the suspension is based; and

22.5.5.2 Notice that copies of all documents supporting the suspension are available for the employee's review; and

22.5.5.3 Notice of the date the action will be presented to the Board; and

22.5.5.4 Notice of the employee's right to appeal the suspension to the Personnel Commission.

22.5.6 Within three working days following the taking of disciplinary action by the Board, the District shall submit to the Commission a complete copy of the causes and charges against the employee, together with all documentation it made available to the employee and copies of all communications with the employee regarding the disciplinary action.

#### 22.5.7 Notification Procedure

22.5.7.1 Within ten working days following receipt of notification by the District advising that a permanent employee has been suspended, demoted or discharged, the Classified Personnel Director shall cause to be furnished to the employee a copy of the charges against the employee together with an advisement of the employee's right to appeal the disciplinary action to the Personnel Commission.

22.5.7.2 Written notification of the employee's appeal rights shall be made by personal service or by certified mail delivery to the employee's last known address.

22.5.7.3 Written notification of the employee's appeal rights shall advise that appeal of the disciplinary action must be made within 14 calendar days following the employee's receipt of the notification and charges from the Classified Personnel Director, describe how the appeal is to be made, and caution that failure to make a timely appeal will constitute a waiver of the right to appeal the disciplinary action.

22.5.7.4 If the employee fails to appeal the disciplinary action pursuant to (3) preceding, the disciplinary action shall be final without any action by the Personnel Commission.

## **22.6 Grounds for Appeal of Disciplinary Action**

22.6.1 Appeal of disciplinary action can be made only on the following grounds:

22.6.1.1 Procedures set forth in these rules have not been followed.

- 22.6.1.2 The action was taken because of political or religious acts or opinions or affiliations or unlawful consideration of race, color, national origin, sex, or, marital status, religion, age or legally cognizable handicap.
- 22.6.1.3 There has been an abuse of discretion.
- 22.6.1.4 That the action taken was not in accordance with the facts.
- 22.6.1.5 The penalty involved is excessive.

## **22.7 Appeal Hearing Procedures**

### 22.7.1 Establishment of Hearing Time and Place

- 22.7.1.1 If the employee has made timely appeal of disciplinary action, the Commission may investigate the matter and may require further evidence from the employee and/or the District.
- 22.7.1.2 If the employee has made timely appeal of disciplinary action and requested a Hearing thereon, the Commission shall fix the time and place of the Hearing which will be within a reasonable length of time following the Commission's receipt of the appeal. The Commission shall promptly cause the employee and the District to be advised of the time and place of the Hearing; such notification shall be in writing, made either by personal service or by certified mail, and shall be made so as to provide each party with at least five working days notice prior to the scheduled commencement of the Hearing.
- 22.7.1.3 The Commission may, in its sole discretion, for good cause change or continue any scheduled Hearing date. In such case the Commission shall give appropriate written notice of such change or continuance to both the employee concerned and the District.
- 22.7.1.4 Nothing shall preclude the Commission from scheduling a Hearing on its own motion, absent any request from the affected employee and/or the District for a Hearing.
- 22.7.1.5 Any investigation and Hearing shall be confined to the reasons for the disciplinary action as charged by the appointing authority and the relevant defenses set forth in the employee's appeal and answer.

### 22.7.2 Conduct of the Hearing

- 22.7.2.1 The Personnel Commission may, in its sole discretion, elect to conduct the Hearing itself or may appoint a Hearing Officer to conduct the Hearing and report findings and recommendations to the Commission.
- 22.7.2.2 The Hearing shall be informal, and neither the Commission nor its Hearing Officer shall be bound by technical rules or evidence in the conduct of the Hearing. Decisions made by the Commission shall not be

invalidated by an informality in the conduct of the Hearing and/or form of its findings, conclusions and decision.

- 22.7.2.3 Any relevant evidence shall be admitted at the Hearing if it is the sort of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs irrespective of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions conducted in a court of law.
- 22.7.2.4 Hearsay evidence may be admitted for any purpose but shall not, of itself, be sufficient to support a finding unless it would be admissible over objection in a civil action conducted in a court of law. The rules of privilege and of official or judicial notice shall be effective to the same extent as in civil actions conducted in a court of law. Irrelevant and repetitious evidence may be excluded. Oral evidence shall be taken only under oath or affirmation.
- 22.7.2.5 The Personnel Commission or its Hearing Officer shall determine the admissibility of all evidence proffered at the Hearing, including its relevancy, weight, and the credibility of testimony and other evidence whether written or oral. Findings and conclusions shall be based upon a preponderance of evidence presented at the Hearing.
- 22.7.2.6 The Hearing may, but need not be, recorded on tape or by a Certified Shorthand Reporter. The party requesting the Certified Shorthand Reporter shall be responsible for all costs associated therewith. If the parties mutually agree to utilize the services of a Certified Shorthand Reporter, the costs thereof shall be shared between them on terms to be arranged between them. In the event that the services of a Certified Shorthand Reporter are utilized by the parties and a transcript thereof obtained, a true and correct certified copy of said transcript(s) shall be provided to the Commission and/or Hearing Officer free of charge.
- 22.7.2.7 Each party will be permitted an opportunity to make an opening statement (District first) and closing argument (Employee first). The District shall first present its witnesses and/or evidence in support of its charge(s) and the employee will then be afforded an opportunity to present witnesses and/or evidence. Implicit in the opportunity to present witnesses and/or testimony is the right of the opposing party to cross-examine witnesses and/or object to the introduction of evidence.
- 22.7.2.8 Each party may petition the Commission in writing on a form obtainable from the Office of the Commission for the issuance of a Notice of Required Attendance at Hearing and/or Production of Documents to compel the attendance of witnesses and/or the production of documents. Such petition must be received in the Office of the Commission not later than ten working days prior to the scheduled commencement of the Hearing. It is the responsibility of the party requesting the Notice of Required Attendance at Hearing and/or Production of Documents to

ensure that proper service is made thereupon so as to ensure the attendance of witnesses and/or production of documents in a timely manner so as to permit the Hearing to proceed as scheduled. Should the need arise during a Hearing to notice additional witnesses and/or documents, petition may be made to the Commission or Hearing Officer, whichever is conducting the Hearing, which shall have sole discretion as to whether the requested notice(s) shall be issued. The Commission or Hearing Officer, whichever is conducting the Hearing, may, on its own motion, issue notices and cause same to be served.

- 22.7.2.9 Both the District and the employee may be represented by counsel or other designated representative of their choice.
- 22.7.2.10 The Commission or Hearing Officer may permit an amendment of the charges at any time prior to the Commission reaching a decision. If such amendment is permitted and determined by the Commission or Hearing Officer to be substantial and requiring an opportunity for the employee to react to the amendment, the employee shall be given notice of the amendment, and be given an appropriate time in which to respond to the amendment. The Commission or Hearing Officer may, among other things, grant a continuance of the Hearing, reopen the Hearing, or take other such action as will, in its sole judgment, ensure that such amendment is not procedurally prejudicial to the employee and that a fair Hearing will be had.
- 22.7.2.11 Whether the Hearing is held in public or closed session, the Commission, after conclusion of the Hearing, may deliberate its decision in closed session. No persons other than members of the Commission, its counsel or advisor, and its staff, shall be permitted to participate in the deliberations. The Personnel Director shall not advise or make recommendations to the Commission or participate in its closed session deliberations if the Personnel Director is the party who brought the action against the employee.
- 22.7.2.12 The Commission shall render its decision as soon after the conclusion of the Hearing as practicable, and in no event later than 15 working days following the formal closing of the Hearing. The decision shall set forth which charges, if any, are sustained, and the reasons therefore. A copy of the decision shall be filed with the Board of Education and a copy delivered to the employee or mailed to the employee's last known address by certified mail.
- 22.7.2.13 The Commission may sustain or reject, in whole or in part, any or all of the charges filed against the employee. It may sustain, reject or modify the disciplinary action invoked against the employee, however, it may not provide for discipline more stringent than that invoked by the District.
- 22.7.2.14 If the disciplinary action is not sustained, and/or the penalty imposed is rejected or modified, the Commission's decision shall set forth the



appropriate remedy, which may include determining the effective date the employee is to be reinstated, which may be any time on or after the date of disciplinary action, payment of all or part of the employee's full compensation from the time of suspension, demotion or dismissal, and/or other measures as may be necessary to effect a just settlement of the appeal consistent with the Commission's findings.

22.7.2.15 The Commission's decision shall be final and shall not be subject to review, modification or reversal by the District's Board of Education.

## **22.8 Effect of Dismissal Action**

Dismissal of any employee shall, unless otherwise ordered by the Commission:

22.8.1 Constitute a dismissal from any and all positions which the employee may hold and/or have held in the classified service.

22.8.2 Result in the automatic removal of the employee's name from any and all employment lists on which it may appear. The employee may not thereafter take any examinations offered by the District without prior written consent of the District.

22.8.3 Terminate the salary of the employee as of the date of dismissal except that the employee shall be eligible to receive any unpaid salary, accumulated unused vacation, and all accumulated unused overtime earned as of the date of the dismissal.

## **ARTICLE 23 -CATASTROPHIC SICK LEAVE DONATION PLAN**

- 23.1 A unit member may donate two (2) days worth of assigned hours of sick and/or vacation leave per year, subject to the terms and provision of this Section. The donation shall be irrevocable. Sick leave which is donated under this Section shall be deducted from the accrued sick leave authorized under Section 23.1.2.
- 23.2 An employee of the unit may donate two (2) days worth of assigned hours of sick and/or vacation leave annually to the catastrophic leave bank described below. Only an employee who, as a result of a catastrophic illness or injury, as defined below, has exhausted all paid personal injury and illness leave entitlement, may draw from the leave bank. No leave may be drawn from the leave bank for an injury or illness which arises out of employment.
- 23.3 A catastrophic leave bank shall be established to which employees may donate leave, as provided herein. The total leave donated to the bank by all employees in any school year shall not exceed two hundred days. Leave in the bank shall accumulate from year to year, provided that no additional leave may be donated by any employee unless the balance in the leave bank is less than two hundred days. Leave shall be drawn at the rate equal to assigned hours. Only employees who have elected to participate in the leave donation at the beginning of each school year shall be eligible to draw from the bank in that school year. Eligible employees who have elected to participate may draw up to a total of no more than 30 days of their regular assigned hours.
- 23.4 A catastrophic injury or illness shall be defined as any injury or illness which for a period of not less than ninety (90) consecutive days, has caused an employee to be incapacitated from the performance of duty as an employee of the District, or is reasonably certain to result in such incapacity for not less than (90) ninety consecutive days, based upon competent medical evidence. Catastrophic injury or illness shall also include an illness or injury that incapacitates a member of the employee's family, which incapacity requires the employee to take time off work for a period of not less than ninety (90) consecutive days, and taking an extended time off work creates a financial hardship for the employee.
- 23.5 An employee who himself is suffering from a catastrophic injury or illness may not draw upon the leave bank until exhaustion of all paid illness or injury leave. Thereafter, donated leave from the leave bank shall be paid concurrently with substitute-differential pay, provided that the total daily compensation paid to the donee employee shall not exceed the donee employee's daily rate of pay were he actively employed. No employee who qualifies for a donation of leave from the leave bank based on an injury or illness of his/her family member shall be authorized to receive substitute differential pay.
- 23.6 The employee who receives leave from the bank shall furnish all requested medical information deemed necessary by the District to determine the employee's eligibility to receive donated leave under this Section. Upon request by the District, the employee shall execute an authorization for the release of medical information. The District shall be entitled to obtain an independent medical evaluation to determine an employee's right to receive leave from the leave bank.

- 23.7 An employee who wishes to donate sick and/or vacation leave shall execute an authorization for the donation of the leave and an assignment of the leave to the leave bank. No surrender and assignment shall be effective until approved by the Superintendent or his designee. The Superintendent shall have the final, unreviewable and sole discretion to approve or to disapprove a donation of sick leave. The decision of the Superintendent shall not be subject to the grievance procedure but may be reviewed by the District's Board of Education in accordance with the procedures set forth below.
- 23.8 An employee who has submitted a request to donate sick and/or vacation leave, and an employee who receives leave from the leave bank, shall each execute an agreement satisfactory to the District. The agreement will confirm the understanding of each that the donation of sick leave is voluntary. The agreement will also provide that each employee agrees to indemnity and hold the District harmless from any claims, demands, or causes of action related to the donation.
- 23.9 No action taken by the District under this section shall be subject to the grievance procedure of this Agreement. The District and CSEA agree to establish a catastrophic leave advisory review panel or amend the existing panel utilized with other bargaining units. The panel shall be composed of four members, two of which are appointed by the District and two of which are appointed by CSEA. An employee dissatisfied with any action taken or decision made by the District concerning the catastrophic leave plan herein provided, may submit a request to the panel to review such action or decision. No request for review shall be considered by the panel unless the request for review is submitted not later than ten days after the action or decision is in question. The panel shall have no jurisdiction to hear any request which is not submitted within the required time frame. The panel shall review timely matters which are submitted to it, without conducting a formal hearing. The panel shall prepare a written recommendation regarding the matters submitted to it. The recommendation shall be submitted to the District's Board of Education for its final decision.

## APPENDIX A

### GENERAL PROVISIONS

1. All salaries on a calendar month basis.
2. Daily and hourly equivalents are based on dividing the monthly salary by 173.333, the number of hours in a 40 hour week - month. (52 weeks x 40 hours = 2,080 hours divided by 12 months = 173.333 hours per month average).
3. Full-time employees who are regularly scheduled to work on night shift will receive a differential of \$150 per month.
4. A 3% increase will be given to all employees with five (5) years of service or more.
5. An additional 3% increase will be given to all employees with ten (10) years of service or more.
6. An additional 3% increase will be given to all employees with fifteen (15) years of service or more.
7. An additional 3% increase will be given to all employees with twenty (20) years of service or more.
8. An additional 3% increase will be given to all employees with twenty-five (25) years of service or more.
9. An additional 3% increase will be given to all employees with thirty (30) years of service or more.
10. The District may reimburse unit employees for actual and necessary expenses incurred as a result of attendance at in-service training programs held outside the District. Unit employees participation in such training programs must be approved in advance by the Board of Trustees.
11. Employees Expenses and Materials:
  - A) Uniforms and Personal Property: The Board may require the wearing of a distinctive uniform by unit employees, and will provide required items for each classification. The District shall purchase, lease or rent any required uniforms, equipment, identification badges, emblems and cards. The items referred to in this section shall remain the property of the District. Upon leaving employment with the District, all items with identifiable District logos, names, designs, or other custom markings will be immediately returned to the District. The District will provide a quantity of uniforms that is sufficient to ensure that all employees will have a clean uniform every workday; the District will provide the cleaning of these uniforms, or will provide a stipend to each employee to offset the cost of cleaning.
    1. The Board of Trustees will pay the cost of replacing or repairing property of a unit employee, such as eyeglasses, hearing aids, dentures, watches, uniforms worn or carried by the employee, and vehicles, when such items are damaged or stolen in the line of duty without fault of the employee. Verification of actual value at the time of loss of such articles shall be provided by the unit employee.
    2. In the event the employee is paid the cost of replacing or repairing such property, the District shall, to the extent of such payments, be subrogated to any right of the employee to recover compensation for such damage or stolen property.

Intentionally left blank (Classification Allocation Charts)

Intentionally left blank (Classification Allocation Charts)

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## APPENDIX B

### DEFINITIONS

1. "Anniversary Date" is the date upon which an employee is granted salary step advancement earned by completion of service, which shall be on the first of the month following six month from the original date of employment. Additional salary increases shall be on the annual anniversary of the first increment. This definition does not refer to a unit employee's probationary period for purposes of performance evaluation.
2. "Bargaining Unit Seniority" is secured by hours in paid status in a class or higher classes included in the bargaining unit.
3. "Class" is any group of positions sufficiently similar in duties, responsibilities and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.
4. "Differential" is an approved salary allowance in addition to the basic rate or schedule and is based upon additional skills, responsibilities, hours of employment or distasteful or hazardous work.
5. "Fiscal Year and School Year" is July 1st through June 30th.
6. "Industrial Accident or Illness" is an injury or illness arising out of or in the course of employment with the District, as determined by agents of the Workers' Compensation Board.
7. "Permanent Employee" is a regular employee who successfully completes the probationary period.
8. "Probationary Employee" is a regular employee who will become permanent upon completion of a prescribed probation period.
9. "Promotion" is a change in the permanent assignment of an employee from a position in one class to a vacant position in another class with a higher maximum salary rate.
10. "Reclassification" is the approved upgrading of a position to a higher class as a result of the increases in duties and/or responsibilities being performed by the incumbent in such a position.
11. "Seniority in Class" is secured by date of hire.
12. "Uniform" is any distinctive clothing that the District requires an employee to wear.



## APPENDIX C - CALENDARS

### CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT 10-MONTH CLASSIFIED STAFF

Board Approved: 05-12-15

#### CALENDAR 2015 – 2016

	M	T	W	T	F		M	T	W	T	F		M	T	W	T	F		M	T	W	T	F		Work Days	Holidays	Total					
'15 Aug.											14 SD		17	18 ☼	19	20	21		24	25	26	27	28		31					12	0	12
Sept.		1	2	3	4		7 H	8	9	10	11		14	15	16	17	18		21	22	23	24	25		28	29	30			21	1	22
Oct.				1	2		5	6	7	8	9		12	13	14	15	16		19	20	21	22	23		26	27	28	29	30	22	0	22
Nov.	2	3	4	5	6		9	10	11 H	12	13		16	17	18	19	20		23 NW	24	25 H	26 H	27 H		30					16	4	20
Dec.		1	2	3	4		7	8	9	10	11		14	15	16	17	18		21 NW	22	23 H	24 H	25 H		28	29	30	31 H		18	4	22
'16 Jan.					1 H		4 NW	5	6	7	8		11	12	13	14	15		18 H	19	20	21	22 H		25	26	27	28	29	17	3	20
Feb.	1	2	3	4	5		8	9	10	11	12 H		15 H	16	17	18	19		22	23	24	25	26		29					19	2	21
March		1	2	3	4		7	8	9	10	11		14	15	16	17	18		21	22	23	24	25 H		28	29	30	31		22	1	23
April					1 H		4	5	6	7	8		11	12	13	14	15		18	19	20	21	22		25	26	27	28	29	20	1	21
May	2	3	4	5	6		9	10	11	12	13		16	17	18	19	20		23	24	25	26	27		30 H	31				21	1	22
June			1	2	3		6	7	8	9 ☼	10		13	14	15	16	17		20	21	22	23	24		27	28	29	30		7	0	7
<b>Totals</b>																									<b>195</b>	<b>17</b>	<b>212</b>					

#### H - LEGAL Holiday per Education Code 37220/79020

Independence Day	July 3, 2015
Labor Day	September 7, 2015
Veteran's Day	November 11, 2015
Thanksgiving Day	November 26, 2015
Christmas Day	December 25, 2015
Admissions Day	December 23, 2015
New Year's Day	January 1, 2016
Martin Luther King, Jr. Day	January 18, 2016
Lincoln's Day	February 12, 2016
President's Day	February 15, 2016
Memorial Day	May 30, 2016

#### H - LOCAL Holiday per Education Code 37222/79020

Thanksgiving Holiday	November 25 & 27, 2015
Winter Break Holiday	December 24, 2015
New Year's Holiday	December 31, 2015
Semester Break	January 22, 2106
Cesar Chavez Day	March 25, 2016
Spring Break Holiday	April 1, 2016

*Winter Break* December 21, 2015 – January 8, 2016  
*Spring Break* March 28, 2016- April 1, 2016

☼ = Students First/Last Day of School

*Note:* Floating holiday to be taken at employee's discretion with prior approval of the immediate supervisor.

## APPENDIX C – CALENDARS

### CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT 11-12 MONTH CLASSIFIED, MANAGEMENT, AND CONFIDENTIAL STAFF

Board Approved: 05-12-15

#### CALENDAR 2015 – 2016

	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	Work Days	Holidays	Total
<sup>15</sup> July			1	2	<b>3 H</b>	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30	31	22	1	23
Aug.	3	4	5	6	7	10	11	12	13	14	17	<sup>18</sup>	19	20	21	24	25	26	27	28	31					21	0	21
Sept.		1	2	3	4	<b>7 H</b>	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30			21	1	22
Oct.				1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	22	0	22
Nov.	2	3	4	5	6	9	10	<b>11 H</b>	12	13	16	17	18	19	20	23	24	<b>25 H</b>	<b>26 H</b>	<b>27 H</b>	30					17	4	21
Dec.		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	<b>23 H</b>	<b>24 H</b>	<b>25 H</b>	28	29	30	<b>31 H</b>		19	4	23
<sup>16</sup> Jan.					<b>1 H</b>	4	5	6	7	8	11	12	13	14	15	<b>18 H</b>	19	20	21	<b>22 H</b>	25	26	27	28	29	18	3	21
Feb.	1	2	3	4	5	8	9	10	11	<b>12 H</b>	<b>15 H</b>	16	17	18	19	22	23	24	25	26	29					19	2	21
March		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	<b>25 H</b>	28	29	30	31		22	1	23
April					<b>1 H</b>	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	20	1	21
May	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	<b>30 H</b>	31				21	1	22
June			1	2	3	6	7	8	<sup>9</sup>	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30		22	0	22
<b>Totals</b>																									244	18	262	

#### H - LEGAL Holiday per Education Code 37220/79020

Independence Day	July 3, 2015
Labor Day	September 7, 2015
Veteran's Day	November 11, 2015
Thanksgiving Day	November 26, 2015
Christmas Day	December 25, 2015
Admissions Day	December 23, 2015
New Year's Day	January 1, 2016
Martin Luther King, Jr. Day	January 18, 2016
Lincoln's Day	February 12, 2016
President's Day	February 15, 2016
Memorial Day	May 30, 2016

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New Year's Holiday	December 31, 2015
Semester Break	January 22, 2016
Cesar Chavez Day	March 25, 2016
Spring Break Holiday	April 1, 2016
<i>Winter Break</i>	December 21, 2015 – January 8, 2016
<i>Spring Break</i>	March 28, 2016- April 1, 2016

<sup>18</sup> = Students First/Last Day of School

Note: Floating holiday to be taken at employee's discretion with prior approval of the immediate supervisor.

**APPENDIX D**

**CSEA CENTINELA VALLEY CHAPTER 47  
GRIEVANCE FORM**

Name:

Classification:

Article(s) of the Agreement violated:

Circumstances:

Remedy sought:

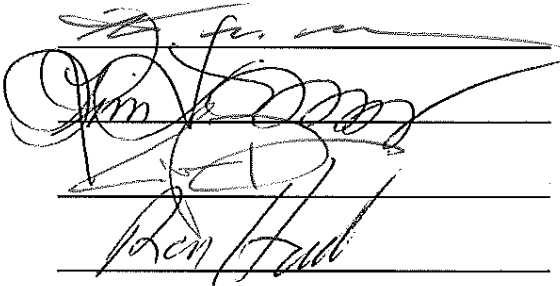
\_\_\_\_\_  
Grievant's Signature

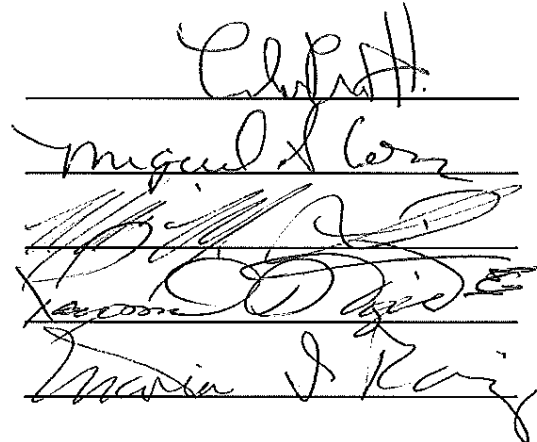
\_\_\_\_\_  
Date

Executed this 2nd day of March, 2015, in Lawndale, California

**Centinela Valley UHSD**

**CSEA, Chapter #47**

  
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Article 3 - Wages

MEMORANDUM OF UNDERSTANDING

Between

The California School Employees Association Centinela Chapter 47

and

The Centinela Valley Union High School District

The Centinela Valley Union High School District ("CVUHSD") and The California School Employees Association ("CSEA") Centinela Chapter #47 have completed negotiations over their successor agreement for the school years 2014 through 2017 and entered into a corresponding agreement. In addition to the terms negotiated therein, the parties desire to enter into the following Memorandum of Understanding as it pertains to Article 3: Compensation, as follows:

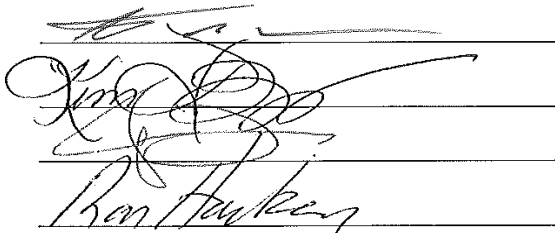
1. Retroactive to the 2015-16 school year, an additional salary increase not to exceed 3% will be added to all salary schedules contingent upon enrollment at the comprehensive high schools and Loyde, as reported through the Online Reporting Application called CBEDS-ORA on CBEDS Information Day, October 1, 2015.

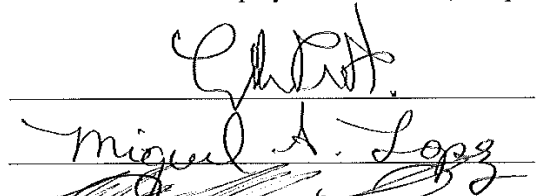
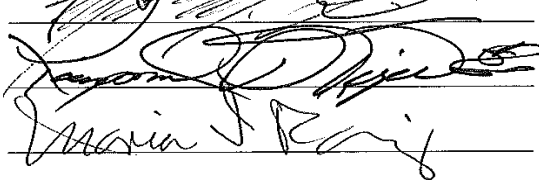
REPORTED ENROLLMENT INCREASE FROM OCTOBER 2014 CBEDS TO OCTOBER 2015 CBEDS AT COMPREHENSIVE HIGH SCHOOLS & LLOYDE.	PERCENTAGE SALARY INCREASE
100 – 149 students	1%
150 – 199 students	1.5%
200 – 249 students	2%
250 – 299 students	2.5%
300 or more members students	3%

Executed this 2<sup>nd</sup> day of March, 2015, in Lawndale, CA:

Centinela Valley Union High School District:

California School Employees Association, Chapter #47:

  
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Article 24 – Professional Development Incentive Program

MEMORANDUM OF UNDERSTANDING

Between

The California School Employees Association Centinela Chapter 47

and

The Centinela Valley Union High School District

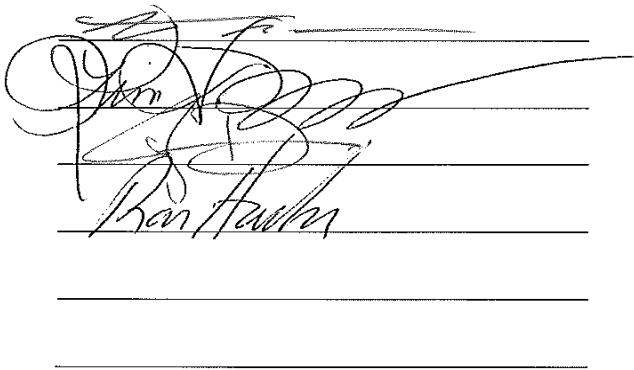
The Centinela Valley Union High School District ("CVUHSD") and The California School Employees Association ("CSEA") Centinela Chapter #47 have completed negotiations over their successor agreement for the school years 2014-15 through 2016-17 and entered into a corresponding agreement. In addition to the terms negotiated therein, the parties desire to enter into the following Memorandum of Understanding as it pertains to proposed Article 24: Professional Development Incentive Program, as follows:

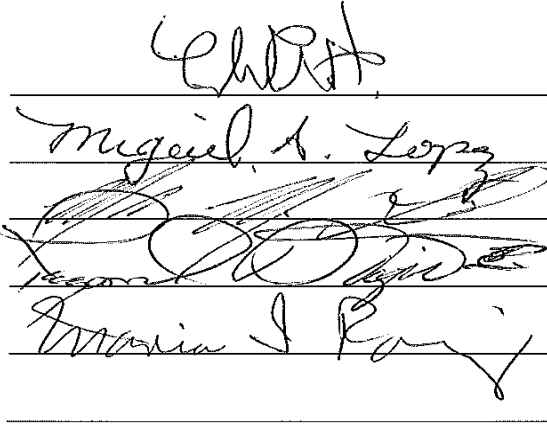
1. On or before June 1, 2015, CVUHSD and CSEA will form a committee to discuss the Professional Development Incentive Program.
2. The intent of the committee meetings is to modify the proposal which shall be presented in addition to reopeners for the 2015-16 school year.

Executed this 2<sup>ND</sup> day of March, 2015, in Lawndale, CA:

Centinela Valley Union High School District:

California School Employees Association, Chapter #47:

  
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