



MASTER CONTRACT BETWEEN
WESTSIDE UNION SCHOOL DISTRICT
AND
CALIFORNIA SCHOOLS EMPLOYEES ASSOCIATION,
CHAPTER 398



Master Agreement for:
July 1, 2023-June 30, 2026



INTRODUCTION

You are encouraged to read and become familiar with this document. It contains important agreed upon issues relating to rights, responsibilities, rules and duties which apply to you as a classified employee of the Westside Union School District. This agreement is the result of formal negotiations between the classified bargaining unit (union) representatives and the representatives of the Board of Trustees on behalf of the school district. It is meant to address relevant issues that affect the conditions surrounding the work to be done to run the district effectively.

TABLE OF CONTENTS

TABLE OF CONTENTS	2
ARTICLE I: RECOGNITION	6
1.0 EXCLUSIVE REPRESENTATION	6
1.1 UNIT DESCRIPTION	6
ARTICLE II: DEFINITIONS	7
2.1 ALLOCATION	7
2.2 ALTERNATIVE WORK WEEK	7
2.3 ASSOCIATION	7
2.4 BOARD OF TRUSTEES	7
2.5 CLASS	7
2.6 CLASSIFICATION DATE	7
2.7 CONFeree	7
2.8 DAYS	8
2.9 DESIGNATED PERSON IN CHARGE	8
2.10 DISTRICT	8
2.11 EMERGENCY	8
2.12 EMPLOYEE	8
2.13 EMPLOYER	8
2.14 GRIEVANCE	8
2.15 GRIEVANCE FORM	8
2.16 GRIEVANT	8
2.17 HIRE DATE	8
2.18 IMMEDIATE FAMILY	9
2.19 IMMEDIATE SUPERVISOR	9
2.20 INCLEMENT WEATHER DAY	9
2.21 NATURAL PROGRESSION	9
2.22 PERMANENT EMPLOYEE	9
2.23 POSITION	9
2.24 POSITION CLASSIFICATION	10
2.25 POSITION TITLE	10
2.26 POSITION DESCRIPTION	10
2.27 PROMOTION	10
2.28 PROMOTION COMPENSATION	10
2.29 SALARY SCHEDULE	10
2.30 SALARY STEP	10
2.31 STANDARD WORK WEEK	10
2.32 WITNESS	10
2.33 MEDICAL REVIEW OFFICER	10
ARTICLE III: EMPLOYER RIGHTS	11
3.0 POWER AND AUTHORITY	11
3.1 LIMITATIONS	11
3.2 EMERGENCY	11
ARTICLE IV: EMPLOYEE ASSOCIATION RIGHTS	12
4.0 RIGHT OF ACCESS	12
4.1 USE OF DISTRICT FACILITIES	12
4.2 USE OF BULLETIN BOARDS	12
4.3 USE OF DISTRICT RESOURCES	12
4.4 AVAILABILITY OF DOCUMENTS	12

4.5	DISTRIBUTION OF AGREEMENT-----	13
4.6	ASSOCIATION LEAVE-----	13
4.7	MEETINGS INVOLVING THE NEED FOR UNION REPRESENTATION -----	14
ARTICLE V: EMPLOYEE BENEFIT RIGHTS -----		15
5.0	MAXIMUM DOLLAR CONTRIBUTION & BENEFIT PLANS-----	15
5.1	BENEFIT PLANS-----	15
5.2	CHANGES IN BENEFIT PLANS -----	15
5.3	MASTER CONTRACTS WITH INSURANCE PROVIDERS -----	15
5.4	ELIGIBILITY -----	15
5.5	EARLY RETIREMENT MEDICAL BENEFITS -----	16
5.6	HEALTHY FAMILIES PROGRAM -----	17
ARTICLE VI: DUTY HOURS -----		18
6.0	REGULAR WORK WEEK-----	18
6.1	ALTERNATIVE WORK WEEKS/WORK SHIFTS -----	18
6.2	WORK DAY-----	18
6.3	WORK YEAR-----	19
6.4	WORK LOCATION -----	20
6.5	LUNCH PERIOD-----	20
6.6	REST PERIOD -----	20
6.7	OVERTIME-----	20
6.8	COMPENSATORY TIME OFF-----	21
6.9	NON INSTRUCTIONAL DAYS-----	22
ARTICLE VII: SALARY-----		23
7.0	RATE OF COMPENSATION -----	23
7.1	INCONSISTENT DUTY COMPENSATION -----	23
7.2	PROMOTION COMPENSATION-----	23
7.3	LOWER CLASSIFICATION REASSIGNMENT COMPENSATION (6/00)-----	23
7.4	LONGEVITY COMPENSATION -----	24
7.5	SHIFT DIFFERENTIAL-COMPENSATION -----	24
7.6	ANNUAL STIPEND FOR CERTAIN SPECIAL EDUCATION INSTRUCTIONAL ASSISTANTS -----	24
7.7	SALARY WARRANTS-----	24
ARTICLE VIII: GRIEVANCE-----		25
8.0	GENERAL PROVISIONS -----	25
8.1	INFORMAL PROCEDURE-----	25
8.2	LEVEL II PROCEDURE-----	25
8.3	LEVEL III PROCEDURE -----	26
8.4	LEVEL IV PROCEDURE -----	26
8.5	LEVEL V PROCEDURE -----	26
8.6	TIMELINES -----	27
	STEPS IN PROCESS CHART-----	27
ARTICLE IX: SAFETY CONDITIONS-----		29
9.0	ABUSE OF PERSONNEL-----	29
9.1	EMPLOYEE RESPONSIBILITY -----	29
9.2	EMPLOYER RESPONSIBILITY-----	29
ARTICLE X: TRANSFERS, VACANCIES AND PROMOTIONS -----		30
10.0	TRANSFERS -----	30
10.1	VACANCIES -----	31

10.2	ADDITIONAL HOURS ADDED AT SCHOOLS OR DEPARTMENTS-----	31
10.3	SEASONAL GROUNDS WORK-----	33
10.4	PROMOTION-----	33
ARTICLE XI: LEAVES-----		35
11.0	INDUSTRIAL ACCIDENT AND ILLNESS LEAVE-----	35
11.1	SICK LEAVE-----	36
11.2	RETURN TO SERVICE AFTER INDUSTRIAL ACCIDENT OR ILLNESS/SICK LEAVE-----	37
11.3	PERSONAL NECESSITY LEAVE-----	38
11.4	BEREAVEMENT LEAVE-----	40
11.5	JUDICIAL AND OFFICIAL APPEARANCE-----	40
11.6	MILITARY LEAVE-----	41
11.7	UNPAID PERSONAL LEAVE-----	42
11.8	VACATION LEAVE-----	43
11.9	HOLIDAY LEAVE-----	44
11.10	FAMILY CARE LEAVE-----	44
11.11	CATASTROPHIC SICK LEAVE-----	45
11.12	LEAVES FOR CRIME VICTIMS-----	46
11.13	PERSONAL LEAVE FOR A CHILDS SCHOOL ACTIVITIES-----	47
11.14	RELIGIOUS LEAVE-----	48
11.15	LEAVE FOR EMERGENCY DUTY-----	48
11.16	PARENTAL LEAVE-----	48
ARTICLE XII: EVALUATION PROCEDURE-----		49
12.0	GENERAL PROVISIONS-----	49
12.1	FREQUENCY-----	49
12.2	PREPARATION-----	49
ARTICLE XIII: ORGANIZATIONAL SECURITY AND PAYROLL DEDUCTIONS-----		50
13.1	MEMBERSHIP AND DUES-----	50
13.2	DUES DEDUCTION-----	50
13.3	HOLD HARMLESS-----	50
ARTICLE XIV: GENERAL PROVISIONS-----		51
14.0	SAVINGS PROVISION-----	51
14.1	CONCLUSION OF MEET AND NEGOTIATION-----	51
ARTICLE XV: PROFESSIONAL GROWTH-----		52
15.0	QUALIFICATIONS-----	52
15.1	TIMELINES AND THE APPLICATION PROCESS-----	52
15.2	REIMBURSABLE COSTS-----	52
15.3	DISTRIBUTION OF FUNDS-----	52
15.4	REJECTIONS OR DISQUALIFICATIONS-----	53
15.5	INITIAL APPROVAL AND FINAL APPROVAL-----	53
15.6	FILING COSTS FOR CBEST EXAMINATION-----	53
ARTICLE XVI: RESTRUCTURING VACANCIES IN POSITIONS FUNDED WITH RESTRICTED REVENUES (6/00)-----		54
ARTICLE XVII: DISCIPLINARY ACTION-----		55
17.0	DISCIPLINARY ACTION DEFINED-----	55
17.1	INFORMAL CORRECTIVE MEASURES-----	55
17.2	DISCIPLINARY ACTION FOR CAUSE-----	55
17.3	NOTICE TO UNIT MEMBER-----	56

17.4	DEMAND FOR HEARING -----	56
17.5	PRE-DISCIPLINARY/SKELLY HEARING -----	56
17.6	POST-DISCIPLINARY HEARING -----	57
17.7	EMERGENCY SITUATIONS -----	57
17.8	DRUG AND ALCOHOL TESTING (6/00) -----	57
 ARTICLE XVIII: UNIFORMS-----		61
 ARTICLE XIX: CONTRACTING OUT -----		62
 ARTICLE XX: TERM -----		63
 APPENDIX-----		64

ARTICLE I: RECOGNITION

1.0 EXCLUSIVE REPRESENTATION

On May 10, 1976, the California School Employees Association became the exclusive representative for the classified bargaining unit of the Westside Union School District by Motion M76-202. The District confirms its recognition of this unit as described below.

1.1 UNIT DESCRIPTION

The classified bargaining unit consists of all regular permanent and probationary classified employees, which includes those listed in the Appendices.

This unit excludes:

- All certificated and non-classified employees
- All casual or limited term personnel such as substitutes in any capacity and playground supervisors
- All temporary personnel
- All management employees as defined in Government Code Section 3540.1(g) such as
 - Director of Food Services
 - Director of Maintenance/Operations
 - Custodial Supervisor
 - Budget Director
- All confidential employees as defined in Government Code Section 3540.1© such as:
 - Administrative Secretary, Educational Services
 - Personnel Technician
 - Account Clerk

Limited term personnel include assignments for a unit member to be placed “in charge” in the case of an extended absence of a management employee consistent with Articles 7.1.3 and 2.9.

ARTICLE II: DEFINITIONS

2.0 The District and Association agree that the following definitions shall be utilized in the interpretation of this Agreement.

2.1 ALLOCATION

The assignment of each job specification to a particular job family or class and to a particular range on the salary schedule.

2.2 ALTERNATIVE WORK WEEK

For full-time employees, a work schedule of up to forty (40) hours per week. However, these forty (40) hours may be rendered in units exceeding eight (8) hours per day as long as the maximum hours worked in a five (5) day period does not exceed forty (40). In an alternative schedule, the work week shall consist of up to five (5) consecutive work days for all employees rendering service averaging four (4) hours or more per day during the work week.

2.3 ASSOCIATION

California School Employees Association (Westside, Chapter 398), recognized by the Board of Trustees as the exclusive representative for the unit of employees covered by this Agreement.

2.4 BOARD OF TRUSTEES

The elected officials who govern the management of the District.

2.5 CLASS

A family of job specifications which are similar in nature in terms of the primary assignment and the general background and skills for all those employed with the class.

Within a given class or job family a progressive level of qualifying criteria differentiates a single job specification from the next highest within the same class.

2.6 CLASSIFICATION DATE

The date associated with the day on which an employee is placed into a particular position. This date is used to determine when step movement occurs. If an employee stays in the same job that he or she was originally hired into, this date is the same as the hire date. However, once the employee moves into a second position, his or her classification date differs from the hire date.

If the first day of work for an employee falls between the 1st and 15th day of the month, inclusive, the classification date shall be the 1st day of the 1st month worked.

If the first day of work for an employee falls between the 16th and the last day of the month, inclusive, the classification date shall be the 1st day of the 2nd month worked.

2.7 CONFEREES

Any association representative selected to assist the claimant in presenting and processing the claimant's grievance.

2.8 DAYS

Unless otherwise specified elsewhere in this agreement, any day on which the central administrative office of the District is open for business.

2.9 DESIGNATED PERSON IN CHARGE

A bargaining unit member who is assigned to supervisory tasks on a temporary basis in the event of an extended absence of a management employee. See Section 7.1.3.

2.10 DISTRICT

Synonymous with Employer and Board of Trustees.

2.11 EMERGENCY

An act of God or a natural disaster or other calamity or riot, or threat of riot affecting the school district.

2.12 EMPLOYEE

One who works for the District and is represented by an exclusive representative as defined by Government Code 3540 (hereafter "exclusive representative").

2.13 EMPLOYER

The District which employs the services of those employees represented by an exclusive bargaining unit.

2.14 GRIEVANCE

A claim that there has been an alleged violation, misapplication, or misinterpretation of a specific provision of this agreement which adversely affects the grievant or the Association.

2.15 GRIEVANCE FORM

A District form used to file a written grievance. See Section 8.2.1 and Forms Appendix.

2.16 GRIEVANT

The entity which files a grievance; either an employee covered by this agreement or the Association.

2.17 HIRE DATE

The date associated with the original date of hire into the district. This date is used to determine longevity, to determine all leave accruals and in the case of layoff procedures. As long as the employee does not move into another position, this date also serves as the classification date.

If the first day of work for an employee falls between the 1st and 15th day of the month, inclusive, the hire date shall be the 1st day of the 1st month worked.

If the first day of work for an employee falls between the 16th and the last day of the month, inclusive, the hire date shall be the 1st day of the 2nd month worked.

2.18 IMMEDIATE FAMILY

For the purposes of interpreting various articles of this agreement, immediate family members of an employee and the employee's spouse are shown in the table below.

EMPLOYEE	EMPLOYEE'S SPOUSE
Spouse	Mother
Mother	Father
Father	Grandmother
Grandmother	Grandfather
Grandfather	Grandchild
Grandchild	Son
Son	Son-in-law
Son-in-law	Daughter
Daughter	Daughter-in-law
Daughter-in-law	Brother
Legal Domestic Partner	Sister
Brother	
Sister	
Legal Guardian	
Foster Child	
Aunt	
Uncle	
Step Relative: 1 degree of blood relations (step parent, step sibling, step child)	
Any relative living in the immediate household of the employee	Any relative living in the immediate household of the employee

2.19 IMMEDIATE SUPERVISOR

Shall be the first level administrator having immediate jurisdiction over the grievant who has been designated to adjust grievances.

2.20 INCLEMENT WEATHER DAY

A day on which the district delays, suspends or cuts short normal operations due to ice, snow, flood or other natural conditions which makes normal operations difficult, dangerous or impossible.

2.21 NATURAL PROGRESSION

Occurs when an employee is promoted. Once the initial step placement is determined, the employee's salary level will proceed in an orderly fashion through the natural progression of steps irrespective of years of service in the district. The employee is exempt from longevity salary increases until such time as the progression is complete through step F.

2.22 PERMANENT EMPLOYEE

An employee who has completed a probationary period of six (6) months in the position to which assigned.

2.23 POSITION

The individual job to which an employee is assigned. Each position shall have a unique job specification.

2.24 POSITION CLASSIFICATION

The assignment of a position to a class or job family relative to the position's minimum qualifications, duties and responsibilities.

2.25 POSITION TITLE

The unique title assigned to positions sufficiently similar in duties, responsibilities and authority that the same title, minimum qualifications and salary range are appropriate.

2.26 POSITION DESCRIPTION

A written statement of the duties and responsibilities of an individual position within a job family. The same as job specification.

2.27 PROMOTION

Permanent assignment by the District to a position within the unit which is compensated at a higher salary range than the present assignment.

2.28 PROMOTION COMPENSATION

The increase in salary awarded to an employee who is promoted. See Section 7.2

2.29 SALARY SCHEDULE

The list of position titles, steps and rates used in determining employee compensation.

2.30 SALARY STEP

A specific rate within a salary range.

2.31 STANDARD WORK WEEK

For full-time employees, a work schedule of either (8) hours per day, forty hours (40) per week, twelve (12) months per year.

2.32 WITNESS

A person who is deemed necessary to develop pertinent facts to the proceedings at hand.

2.33 MEDICAL REVIEW OFFICER

The Medical Review Officer shall be the duly appointed staff member of a drug testing facility who interacts with the employee being tested for suspicion of alcohol abuse or controlled substance abuse while on the job.

ARTICLE III: EMPLOYER RIGHTS

3.0 POWER AND AUTHORITY

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control employees to the full extent of the law. Included in, but not limited to, these powers and authority are the following exclusive rights:

- 1) To develop job descriptions and responsibilities in accordance with all relevant statutory provisions;
- 2) To determine its organization;
- 3) To direct the work of its employees;
- 4) To determine the times and hours of operation;
- 5) To determine the kinds and levels of services to be provided, and the methods and means of providing them;
- 6) To establish its educational policies, goals and objectives;
- 7) To ensure the rights and educational opportunities of students;
- 8) To determine staffing patterns;
- 9) To determine the number and kinds of personnel required;
- 10) To maintain the efficiency of District operations;
- 11) To determine the curriculum;
- 12) To build, move or modify facilities;
- 13) To establish budget procedures and determine budgetary allocation;
- 14) To determine the methods of raising revenue;
- 15) To contract out work;
- 16) To take action on any matter in the event of an emergency
- 17) To hire, classify, assign, evaluate, promote, demote, terminate, and discipline employees.

3.1 LIMITATIONS

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, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the law.

3.2 EMERGENCY

The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency.

ARTICLE IV: EMPLOYEE ASSOCIATION RIGHTS

4.0 RIGHT OF ACCESS

The Association shall have the right of access to District employees at reasonable times. Reasonable times shall mean rest, meal period and periods during which an employee is present at the school site, but not expected to perform or be ready to perform service for the District. Any representative of the Association, prior to entering a school site, shall report to the school site office and provide appropriate credentials for identity purposes. The Association representative, in exercising the right of access to employees, shall do so only with agreement of employees and shall not disturb, disrupt or otherwise interfere with the work of any employee of the District.

4.1 USE OF DISTRICT FACILITIES

The Association shall have the right to use District facilities to conduct meetings with District employees. The Association shall request the use of district facilities sufficiently in advance so as not to disrupt the efficient operation of the District. In all cases, it is agreed that a request for use of district facilities shall be made in accordance with the provisions of the Civic Center Act.

4.2 USE OF BULLETIN BOARDS

4.2.1 The Association shall have the right to a permanent space for association business at each site annually. The space shall be a minimum of four feet by four feet in size.

4.2.2 The location shall be agreed to by the association and the site administrator, and shall be established in an area frequented primarily by employees.

4.2.3 A copy of the material to be posted shall be provided to the site manager prior to posting.

4.3 USE OF DISTRICT RESOURCES

4.3.1 Association representatives at each site shall be allowed the use of copy or riso machines during their own non-duty hours under the following conditions.

- 1) Such use does not interfere with the normal operations at the site.
- 2) The association representative provides the necessary paper

4.3.2 Only a reasonable amount of copying is done.

4.3.3 Large copy jobs or those that would interfere with normal site operations shall be sent to the district office for processing and shall be charged to the association.

4.3.4 Association representatives at each site shall be allowed reasonable use of fax machines and e-mail on a limited basis so long as it does not interfere with the normal operations of the site.

4.4 AVAILABILITY OF DOCUMENTS

4.4.1 The District shall provide the Association with a single copy of documentation relevant to the meet and negotiation process. The District shall provide the Association with copies of the full J-200 series for the adopted budget upon written request of the Association. The District shall provide multiple copies of requested materials as described herein within a reasonable time if the Association agrees to defray cost of the preparation of multiple copies.

- 4.4.2 The District shall provide the Association with a list of all names, addresses, telephone numbers (unless privacy has been requested by an individual), of all classified District employees. This roster shall be provided without cost to the Association.
- 4.4.3 The District shall send a copy of each agenda of meetings of the Board of Trustees to the Association President as a part of the regular distribution of board agendas.

4.5 DISTRIBUTION OF AGREEMENT

The District agrees that within thirty (30) days of ratification of the Agreement by both parties herein, the District shall post the updated Agreement on the District website. The District will provide without charge a paper copy of this Agreement to any employees in the bargaining unit upon request. Future bargaining unit employees will be provided a paper copy of the agreement upon initial employment or the link to access the contract through internet, in addition to a packet of CSEA information to be supplied to the District by CSEA.

4.6 ASSOCIATION LEAVE

- 4.6.1 The Association President or his/her designee shall have the right of eighteen (18) days of release time for association business, conference and training sessions.
 - 4.6.1.1 The Association President shall request Association Leave by submitting the District approve form to the Director of the Human Resources Department as follows:
 - 1) Five (5) days in advance for the Annual CSEA Conference
 - 2) Two (2) days in advance for Association Business
 - In cases of emergency, the Association President may request Association Leave by telephone to the Director of the Human Resources Department and his/her site administrator.
 - 4.6.1.2 No more than one employee from any one department of the District shall be granted Association Leave at any time unless given prior approval from the Director of Human Resources Department and his/her site administrator.
 - 4.6.1.3 Association Leave shall be exercised in a manner consistent with Article IV, subdivision 4.0 of the agreement.
- 4.6.2 Bargaining unit members who work an evening shift shall be granted not more than two (2) hours release time to attend monthly CSEA meetings with two (2) working days' notice to their immediate supervisor. Bargaining unit members will make up missed work time before or after regularly scheduled duty hours upon mutual agreement of supervisor and employee. In no case shall an employee be required to make up both hours on one shift.
- 4.6.3 Executive Board Members who work an evening shift shall be granted no more than two (2) hours of release time to attend monthly Executive Board or Regional Presidents' Meetings and must provide two (2) working days notice to their immediate supervisor. Bargaining unit members will make up missed work before or after regular scheduled duty upon mutual agreement of supervisor and employee. In no case shall an employee be required to make up both hours on one shift.
- 4.6.4 The Association shall have the right to request leave for elected officers or bargaining unit members in accordance with Education Code Section 45210. This shall be for service to the Association in a full-time capacity. Notice of intent to take Association Leave shall be forwarded to the Superintendent at least ten (10) working days in advance of the desired starting date. The notice

shall include the intended date of return to the District (Ed Code 45210). The Association may request this leave for a unit member. This leave shall be reimbursed by the Association.

- 4.6.5 When negotiations are scheduled during work hours, association negotiating team members shall be released from work without loss of pay. This release time applies to new and continuing negotiations, re-opener and successor agreements (EERA 3543.1 subsection C). Whenever possible, the Association shall provide a list of negotiating team members and alternates in advance of the opening of negotiations.

4.7 MEETINGS INVOLVING THE NEED FOR UNION REPRESENTATION

Whenever possible, meetings involving the need for union representation should be scheduled at a time which is mutually convenient for all parties. Such meetings would include, for example, the need for union representation in a grievance procedure or when disciplinary action is being considered. If the meeting must occur during the normal work day, release time shall be provided for association representatives without loss of compensation.

ARTICLE V: EMPLOYEE BENEFITS

5.1 MAXIMUM DOLLAR CONTRIBUTION

The District's maximum dollar contribution for the health and welfare benefits shall be \$1338.55 per month/\$16,602.60 annually per full-time employee effective October 1, 2023. Qualified employees less than full-time and who participate in the District's Health and Welfare Benefit plan will receive a prorated share of the full-time equivalency.

One health plan will meet the minimum requirement of the Affordable Care Act.

5.2 CHANGES IN BENEFIT PLANS/PREMIUMS

The District will consult with the Association prior to any change in health benefit levels and/or carriers. The current contract provisions would remain in effect regarding the District's ability to select alternative carriers. This article is subject to re-open negotiations each subsequent year of the term.

5.2.1 Adjustments

The District and the Association agree to reserve the right to re-open the article on health and welfare benefits.

5.2.2 Premiums

The District shall not be required to increase the maximum monthly dollar contribution toward health and welfare benefits for the school year, unless so negotiated with the Association. In the event of a health and welfare benefit premium increase above the then current maximum monthly dollar contribution (the "unfunded premium cost"), the parties agree that failure to agree to an increase in monthly employer contribution by October 1 of the school year at issue will require the District to deduct the unfunded premium cost from each covered employee's salary warrant beginning with the September salary warrant. However, the parties may extend this timeline by mutual agreement.

5.3 MASTER CONTRACTS WITH INSURANCE PROVIDERS

The master contract for each insurance plan is filed in the District Office and is available for inspection.

5.4 ELIGIBILITY

For full-time employees, the District shall make the full financial contribution as defined in Paragraph 5.1.

5.4.1 Employees working less than eight (8) hours per day and at least 20 hours per week are also eligible for benefits on a pro-rated basis. The pro-ration formula shall be calculated as follows. The number of hours per day assigned to work shall be divided into eight (8). The resulting quotient shall be multiplied by the contribution made by the District to determine the amount to be paid by the District. The difference between the actual cost and the amount to be paid by the District shall be paid by the employee.

EXAMPLE

Assume Jane is a 6 hour per day health clerk, and the current cost of District benefits is \$6,000. Jane wishes to participate in the benefits program under the provisions of this contract. In order to calculate the cost to the district and the cost to Jane, her six hour day is divided into the full-time eight hour day. The resulting quotient is 0.75. This is multiplied by the cost of the current package to get the amount the District will contribute.

$$0.75 \times 6,000 = \text{District contribution of } \$4,500.$$

The difference between the District contribution and the total cost of the package is the amount that Jane will have to contribute.

$\$6,000 - \$4,500 = \text{Jane's contribution of } \$1,500.$

Classified employees shall receive not less than the compensation and benefits which are applicable to that specific classification in which they work during the regular academic year.

(Education Code Section 45102)

5.4.2 Employees holding a bargaining unit covered position as of May 31, 2015, will be eligible for insurance coverage on a prorated basis, when the employee "owns" 20 hours per week or more.

5.4.3 Employees hired to a bargaining unit covered position on or after June 1, 2015, will be eligible for insurance coverage on a prorated basis, when the employee "owns" 30 hours per week or more.

5.5 EARLY RETIREMENT MEDICAL BENEFITS

The Board of Trustees recognizes the need to provide an incentive plan for classified employees who wish to retire from full-time employment prior to the time they may qualify for Medicare benefits.

5.5.1 In order to be eligible to participate in the Early Retirement Incentive Plan, an employee must meet the following requirements:

- 1) Regular, permanent full-time classified employment prior to July 1, 2017 as follows:
 - a) Minimum of ten (10) years full time service in the Westside Union School District immediately preceding entering the Early Retirement Incentive Plan, and a minimum age of fifty-eight (58) years, or
 - b) Minimum of twenty (20) years full-time service in the Westside Union School District immediately preceding entering the Early Retirement Incentive Plan, and a minimum age of fifty-five (55) years.
- 2) Regular, permanent full-time classified employment July 1, 2017 or after as follows:
 - a) Minimum of ten (10) years full-time service in the Westside Union School District immediately preceding entering the Early Retirement Incentive Plan, and a minimum age of sixty (60) years of age.
- 3) Ineligible for benefits under Medicare
- 4) Approval of the Board of Trustees

5.5.2 In order to be eligible to participate in the Early Retirement incentive program, a part-time employee must meet the following requirements:

- 1) Regular, permanent employment as follows:
 - a) Part-time service must have been rendered for 20 hours per week or more for the qualification period listed in "b" and "c" below.
 - b) To enter the plan at the age of fifty-eight (58) years, the qualification period is a minimum of ten (10) years of continuous employment in the Westside Union School District immediately preceding entering the Early Retirement Incentive Plan, and payment for the employee's share of the benefits program for three (3) years immediately preceding entering the Early Retirement Incentive Plan, or
 - c) To enter the plan at the age of fifty-five (55) years, the qualification period is a minimum of twenty (20) years of continuous employment in the Westside Union School District immediately preceding entering the Early Retirement Incentive Plan, and payment for the employee's share of the benefits program for five (5) years immediately preceding entering the Early Retirement Incentive Plan.

- 2) Ineligible for benefits under Medicare
- 3) Approval of the Board of Trustees

5.5.3 Employees entering this plan, with approval of the Board of Trustees, will continue to participate in insurance coverage for health, dental and vision as follows:

- 1) Orthodontics is not included in the plan.
- 2) All other benefits shall be on the same basis as that made available to regular, full-time classified personnel as long as the carrier will insure retirees.
- 3) The District's financial contribution to the retiree benefit plan shall be no more than that made on behalf of regular full-time employees each contract year. For part-time employees who enter the plan, the District's total contribution shall be pro-rated based upon the retiree's last 10 years of service as it relates to full-time service.

5.5.4 Employees wishing to participate in this program shall file a letter of intent with the Superintendent by February 1 of any school year. The Superintendent or designee shall review the applicant's work history for eligibility and then make his or her recommendation to the Board of Trustees. Upon approval of the Board of Trustees for the applicant to enter the early retirement benefit incentive plan, the employee must retire from his or her current position effective no later than June 30th of that same fiscal year in order to complete eligibility for this benefit.

5.6 HEALTHY FAMILIES PROGRAM

The District and the Union agree that the District shall reimburse qualified classified bargaining unit members for enrollment in the Healthy Families Program in the following manner: After a bargaining unit member has been accepted into the Healthy Families Program, he or she shall be reimbursed for the monthly premiums upon receipt by the District of proof of payment. The District's monthly reimbursement shall not exceed \$27 per month.

ARTICLE VI: DUTY HOURS

6.0 REGULAR WORK WEEK

- 6.0.1 The regular work week for employees shall be up to forty (40) hours rendered in units of up to eight (8) hours per day Monday through Friday.
- 6.0.2 The regular work week shall consist of no more than five (5) consecutive work days (Monday – Friday) for all employees rendering service averaging four (4) hours or more per day during the work week.
- 6.0.3 The District retains the right to extend the regular work day or regular work week when it is deemed necessary to carry out the District's business.

6.1 ALTERNATIVE WORK WEEKS/WORK SHIFTS

Alternative work weeks/work shifts may be authorized if the same or improved quantity and quality of service can be supplied at no additional cost to the District and they are mutually agreed to by the supervisor and the employee or as defined by the new position or vacancy. During the summer, alternative work weeks shall be determined and agreed to on an individual department basis. The Association shall be notified of any such proposal and shall be involved in the discussion of the change in working conditions.

6.1.1 Alternative Work Week Plan A:

Maximum Weekly Hours	40
Maximum Daily Hours	May exceed 8 as long as maximum weekly hours do not exceed 40
Maximum Days per Week	Up to 5 consecutive days for employees averaging 4 hours or more per day

6.1.2 Alternative Work Week Plan B:

Maximum Hours in a 2-Week Period	80
Maximum Daily Hours	May exceed 8 as long as maximum hours in a two-week period do not exceed 80
Maximum Days per Week	Up to 5 consecutive days for employees averaging 4 hours or more per day

6.2 WORK DAY

The work day for all employees shall be established and regularly fixed by the District in order to meet the District's educational goals and objectives, and to function in an organized and efficient manner.

6.2.1 Adjusting Late Shifts

For the efficiency of the District late shifts shall be adjusted to earlier start times on non-student days or on days when the student day is shortened. Should a community or district function be scheduled on a non-student day or a minimum day, shifts will only be adjusted if the business of the district can be addressed within the adjusted shifts.

- 6.2.2 On minimum days any employee assigned to an afternoon or evening shift shall adjust their schedule to an hour earlier start time.

- 6.2.3 On non-student days night Custodians shall be assigned to a day shift. During the summer for the efficiency and safety of the department all Custodians shall work the same shift. This may include alternative work week schedules per Article 6.1.

6.3 WORK YEAR

6.3.1 Days of Service

The calendars in the appendices shall reflect the paid days of service for each position within the unit. The days of service listed includes holidays and vacation days for which the employee is paid.

6.3.2 Work Year

Up to four (4) optional days will be available for IA-1, IA-II and IA-III positions for the purpose of professional development and training. These days will be offered contingent on the availability of annual Supplemental LCAP funding. The district will determine dates and times of these additional days. Therefore, scheduled start times on training days may differ from regular start times. Employees must participate in the training to receive payment. Additional training times does not apply to non-instructional positions, such as playground supervisor and crossing guard.

The classified work year shall be in accordance with the following table.

Work Assignment	12 Month	Hourly 238 Days	Hourly 227.5 Days	Hourly 218 Days	Hourly 208 Days	Hourly 206 Days
Designated Work Year (Total days for which you are paid)	260	238	227.5	218	208	206
Included in this total are:						
1. Vacation Days**	12	11	10.5	10	10	10
2. Holidays						
Legal Holidays (per schedule)	10	10	10	10	10	10
Local Holidays (per schedule)	2	2	2	2	2	2
Floating Holidays(per schedule)	2	2	2	2	2	2
	_____	_____	_____	_____	_____	_____
Subtotal	14	14	14	14	14	14
3. Work Days						
Teacher Work Year (per calendar)	182	182	182	182	182	182
Days Beyond Teacher Work Year*	52	31	21	12	2	0
Totals						
Vacation (See #1 above)	12	11	10.5	10	10	10
Holiday (See #2 above)	14	14	14	14	14	14
Work Day (See #3 above)	234	213	203	194	184	182
Total	260	238	227.5	218	208	206

- 6.3.2.1 Paid holidays shall be in accordance with the holiday schedule shown in the work calendars in the Appendices of this Agreement.

- 6.3.2.2 Vacation days are earned at the rate of one day per month worked prior to longevity accruals. Longevity accruals of vacation days are in accordance with the table shown below:

Longevity Schedule	12 Month	Hourly 238 Days	Hourly 227.5 Days	Hourly 218 Days	Hourly 208 Days	Hourly 206 Days
1 st through end of 7 th Year	12	11	10.5	10	10	10
After 7 Years (Year 8-10)	15	14	13.5	13	13	13
After 10 Years (Year 11-14)	17	16	15.5	15	15	15
After 14 Years (Year 15 and beyond)	19	18	17.5	17	17	17

- 6.3.2.3 Suggested vacation days scheduled according to this article cannot overlap with holidays or suggested work days.

- 6.3.2.4 Suggested work days scheduled according to this article cannot overlap vacation days or holidays.

6.3.3 Inclement Weather Days

- 6.3.3.1 At the discretion of the District, employees who would normally work on an inclement weather day may be directed not to report to work.
- 6.3.3.2 If employees are directed not to report to work on an inclement weather day, and that day is one they would normally work, they shall be paid at their normal rate for their normal shift.
- 6.3.3.3 If a maintenance or custodial employee is called in to work on an inclement weather day he or she will receive time and one-half pay in addition to the regular pay for that required time.

6.3.4 IEP or 504 Plan Work Year

In the event that an Individual Education Plan or a 504 Modification Plan requires special services of an instructional assistant or a health assistant on a temporary basis to provide equal access to the core curriculum, 3 hours may be assigned to an existing employee on a temporary basis not to exceed one full school year. Upon implementation, CSEA will be notified.

6.4 WORK LOCATION

When an employee assumes a specialized care position, the location of that position is with the child and not with the school or work site. If the child leaves, the district employee is assigned by district need.

6.5 LUNCH PERIOD

A thirty (30) minute non-compensated lunch period shall be provided all employees who render service of at least six (6) consecutive hours. Such lunch period shall be duty-free. The lunch period shall be assigned by the immediate supervisor to be taken soon after the conclusion of four (4) hours of service as possible.

6.6 REST PERIOD

A fifteen (15) minute compensated rest period shall be provided all employees for each four (4) hour period of service. The rest period herein described shall be taken at the direction of the immediate supervisor at or near the mid-point of each four (4) hour period of service.

6.7 OVERTIME

6.7.1 Regular Work Schedule

Overtime compensation shall be provided employees on a regular work schedule who are approved (6/00) by their immediate supervisor to work in excess of eight (8) hours in any day, or in excess of forty (40) hours in any calendar week.

6.7.2 Alternative Work Schedule

Overtime compensation shall be provided employees on an approved alternative work schedule as follows:

Plan A: If directed by the immediate supervisor to work in excess of ten (10) hours in any day, or in excess of forty (40) hours in any calendar week, the employee shall be paid overtime pay for the time worked in excess.

Plan B: If directed by the immediate supervisor to work in excess of (10) hours in any day, or in excess of eighty (80) hours in any two-week period, the employee shall be paid overtime pay for the time worked in excess.

6.7.3 Overtime Compensation

Overtime compensation shall be equal to time and one-half of the regular rate of pay. If an employee is required to work on a designated paid holiday, the employee shall receive his/her regular holiday pay in addition to one and one-half times his hourly rate for the hours required to work on the holiday.

6.7.4 Eligibility for Overtime

Employees excused from work because of holidays, sick leave, vacation, compensatory time or other paid leave of absence shall be allowed to utilize the time off as time worked for the purpose of computing the number of hours worked for overtime service credit.

6.7.5 6th or 7th Work Day

Employees directed and authorized by the immediate supervisor and who provide service to the District for five (5) consecutive work days averaging four (4) hours or more per day shall be compensated on the sixth (6th) and seventh (7th) day following commencement of the work week at the rate of time and one-half of the employee's regular rate of pay.

6.7.6 Call Back Pay

Any employee called in or back to work for an emergency who has completed a regular assignment or has left their work station and is off duty, shall receive a minimum of two (2) hours of work at their overtime rate of pay, irrespective of the actual time worked.

6.7.7 Overtime/Extra Hour Rotation

It is recognized that distribution of extra hours and/or overtime to employees in the bargaining unit is complicated. Therefore, the following practices shall be used:

- 1) All overtime and extra hours shall be offered as equally as possible.
- 2) The association has the right to receive a summary of a unit member's overtime upon request. This information shall be provided only with written permission of the affected unit member(s).

6.8 COMPENSATORY TIME OFF (COMP TIME)

- 6.8.1 Compensatory time off is authorized in lieu of cash compensation only with mutual agreement between employee and supervisor. Compensatory time off shall be documented and signed by the employee and supervisor. Compensatory time off shall be granted within twelve (12) calendar months following the month in which the overtime was worked. (Ed Code 45129).
- 6.8.2 Compensatory time off is awarded at a value of time and a half the actual hours worked whenever the additional service of the employee puts him or her into overtime status.

6.9 NON INSTRUCTIONAL DAYS

Any day scheduled as non-instructional day for certificated personnel when students would have otherwise been in attendance but are not, shall be a work day for any bargaining unit member who would have worked that day. This shall include Instructional Assistants and all other personnel. They shall be offered inservice in their classification.

ARTICLE VII: SALARY

2023-24

The base salary schedule for the 2023-24 school year shall increase by six percent (6%) effective July 1, 2023.

7.0 RATE OF COMPENSATION

Employees shall be compensated in accordance with the salary schedule in Appendices.

7.0.1 Adjustments

If any other recognized employee group of the District receives a greater salary percentage increase, the increased percentage will be added to the classified salary schedule.

7.1 INCONSISTENT DUTY COMPENSATION

Employees who are required and directed by their immediate supervisor to perform higher level duties inconsistent with their assigned duties shall be eligible for inconsistent duty compensation in accordance with the following:

7.1.1 Eligibility

Employees shall be eligible for inconsistent duty compensation when they work at a higher classification for five (5) days or more within a fifteen (15) day period.

7.1.2 Rate of Pay

Employees who are eligible for inconsistent duty compensation shall be compensated at not less than 5% above the employee's regular rate of pay. This adjustment shall be effective for the entire period the employee is required to work in a higher classification.

7.1.3 Designated Person in Charge

A bargaining unit member may be designated as "in charge" of a department or area during the absence of a manager for more than three days. During the absence, for all days served in this capacity, the bargaining unit member so assigned shall receive compensation at a rate of 10% above the regular rate of pay. Notification will be made in writing to the unit member who accepts this assignment. Evaluations will not be performed by this person. The length of service for this designation shall not exceed six months.

7.2 PROMOTION COMPENSATION

Employees permanently assigned by the District to a position within the unit which is compensated at a higher salary range than their present salary range, shall be deemed to have been promoted. Promoted employees shall receive not less than five percent (5%) above the compensated daily/hourly rate to which they were previously assigned.

7.3 LOWER CLASSIFICATION REASSIGNMENT COMPENSATION (6/00)

Employees permanently assigned by the District to a position within the unit which is compensated at a lower salary range than their previously assigned salary range shall be placed at the appropriate salary range for the position classification to which they have been assigned. Employees shall retain their hire date and shall be placed on the same step of the new salary range as previously held.

7.4 LONGEVITY COMPENSATION

7.4.1 Classified employees are eligible for longevity increments beginning with eleven (11) years of service; beginning with sixteen (16) years of service; beginning with twenty (20) years of service; and beginning with twenty-five (25) years of service. Longevity increments are shown on the salary schedule as Columns G, H & I.

7.4.1.1 If the employee's classification changes, he or she is placed according to the promotion or demotion rules governing salary placement. The employee will then receive annual step raises if eligible each year until he or she is on the step which matches total years of service with the District. This includes annual movement between longevity steps if appropriate.

7.4.2 Final approval of longevity increments is subject to District approval and is contingent upon an overall satisfactory evaluation report. In the event longevity increments are denied based on an unsatisfactory evaluation report, the employee shall have the right to appeal to the Superintendent or designee. The Superintendent's decision is final and not subject to grievance.

7.4.3 Regularly employed part-time employees are eligible for pro rata amounts of longevity pay benefits according to the relationship their work day bears to a full eight (8) hour shift.

7.4.4 Longevity increments for employees hired between the 1st and the 15th will be effective on the first of the month of the employees hire date.

Longevity increments for employees hired between the 16th and the end of the month will be effective on the first of the month following the employees hire date.

7.5 SHIFT DIFFERENTIAL – COMPENSATION

Any unit member whose majority assignment work shift is between 2 p.m. and 6 a.m. and who works fifty percent (50%) of the work days on this shift in any monthly pay period, shall be paid a shift differential premium of \$40 per month based on twelve months.

7.6 ANNUAL STIPEND FOR CERTAIN SPECIAL EDUCATION INSTRUCTIONAL ASSISTANTS

The District will provide an annual stipend of \$250 for Instructional Assistants whose regular job duties include handling bodily fluids, physical lifting and/or diaper changing. All postings and requisitions related to positions to which this stipend applies will so indicate. Employees serving in such positions for less than an entire school year or on a substitute basis will receive the stipend pro rata. Occasional or intermittent handling of bodily fluids, physical lifting and/or diaper changing will not qualify the employee for this stipend.

7.7 SALARY WARRANTS

Salary warrants for year-round employees shall be based upon the employee's regular annual salary divided into twelve (12) pay periods.

ARTICLE VIII: GRIEVANCE

8.0 GENERAL PROVISIONS

- 8.0.1 The purpose of this article is to define a procedure by which equitable solutions to grievances can be sought. All parties agree that
- 1) the proceedings will be confidential
 - 2) the grievant and immediate supervisor should attempt to resolve the grievance first
- 8.0.2 Although a specific time period is provided for administrative decisions at each level of the grievance procedure, it is recognized that multiple grievance claims must be processed in a sequential manner. Consequently, at each level of the procedure, grievance claims shall be assigned consecutive numbers based upon the time and date on which written grievances are received. Administrative personnel shall process such numbered grievances in a sequential manner, following a pattern that first filed will be first considered. Regardless of a specific time period provided for decisions at the various levels of this procedure, administrative personnel shall not be required to consider more than two (2) grievance claims per day.
- 8.0.3 The employee shall be entitled, upon request, to representation by the Association at Levels II, III, IV & V. In situations where the Association has not been invited to represent the employee, the District shall not agree to a final resolution of the Grievance until the Association has received a copy of the Grievance, the proposed settlement, and has been given the opportunity to file a response.

8.1 INFORMAL PROCEDURE

8.1.1 LEVEL I PROCEDURE

An employee who believes there has been a violation, misapplication or misinterpretation of a specific provision of the agreement shall fill out the Level 1 Grievance form and submit it to the immediate supervisor within twenty (20) days of the occurrence or within twenty (20) days of when the employee could reasonably have known of the occurrence of the act or omission giving rise to the grievance.

- 8.1.2 The immediate supervisor/evaluator shall investigate the matter to determine whether this is grievable issue and the merits of the issue. They shall respond to the grievant in writing within ten (10) days of receipt of the potential grievance. In the written response the immediate supervisor will indicate one of the following:
- 1) The issue is not grievable.
 - 2) The issue is grievable and the grievance process will begin, or
 - 3) The issue requires corrective action that will be taken by the supervisor.

8.2 LEVEL II PROCEDURE

- 8.2.1 The grievance shall file a Level II Grievance form with the immediate supervisor within ten (10) days of receiving the written Level I response. A grievance may proceed to Level II in any of the following circumstances:
- 1) The supervisor has established that the issue is grievable in Level 1 and no corrective action has been identified.
 - 2) The supervisor has established that the issue is grievable in Level I and the corrective action identified is not acceptable to the grievant.
 - 3) The supervisor's investigation in Level I results in the conclusion that the issue is not grievable, but the grievant or Association still believes that the issue is grievable.

- 8.2.2 A conference shall be scheduled within ten (10) days of receipt of the Level II Grievance form. All parties may be represented at the conference.
- 8.2.3 The supervisor shall render a written decision within ten (10) days of the conference date. Copies shall be sent to the grievant, supervisor/evaluator and any Association representative whose involvement has been requested by the grievant. If the grievance is resolved and that resolution is acceptable to all parties, the remedy shall commence within ten (10) days of the issuance of the supervisor's written decision.

8.3 LEVEL III PROCEDURE

- 8.3.1 If a satisfactory resolution of the contract issue has not been reached at Level II, the grievant shall have the right to file a written grievance with the Superintendent or designee within ten (10) days of receipt of the written response from the supervisor in Level II. A Level III Grievance Form shall be used for this purpose.
- 8.3.2 A conference shall be scheduled within ten (10) days of the receipt of the grievance. All parties may be represented at the conference.
- 8.3.3 The Superintendent or his/her designee shall render a written decision within ten (10) days of the conference date. Copies shall be sent to the grievant, supervisor/evaluator and any Association representative whose involvement has been requested by the grievant. If the grievance is resolved and the resolution is acceptable to all parties, the remedy shall commence within ten (10) days of the issuance of the Superintendent/Designee's written decision.

8.4 LEVEL IV PROCEDURE

- 8.4.1 If the grievant is not satisfied with the decision at Level III, he or she may, within ten (10) days of the issuance of the Superintendent/Designee's written decision, request that the State Mediation and Conciliation Service appoint a mediator to mediate the grievance.
- 8.4.2 Within ten (10) days of receipt of a request for mediation, the District shall file a request for mediation with the State. Timelines can be extended by written mutual agreement.
- 8.4.3 The mediator shall attempt to find a mutually acceptable resolution to the grievance.
- 8.4.4 The mediator shall not issue any public statement or fact or opinion on the grievance.
- 8.4.5 If the parties reach a mutually acceptable resolution, it shall be reduced to writing and signed by both parties.

8.5 LEVEL V PROCEDURE

- 8.5.1 If the grievance remains unresolved after mediation, the grievant may, within ten (10) days after mediation is concluded, submit a request in writing to the Superintendent for an appeal before the Board of Trustees.
- 8.5.2 At the next meeting of the Board of Trustees, the Board shall direct administration to request the State Mediation and Conciliation Service to provide a panel of five (5) names from which an arbitrator shall be selected.

- 8.5.3 Upon receipt of the list, in order to make the selection, the Association and the District shall each, in turn, eliminate one name from the list until one name remains. The Association and the District will mutually agree upon the methods of reasons for striking names from the list.
- 8.5.4 The Board of Trustees shall utilize the services of the arbitrator to prepare a fact-finding report, which the Board of Trustees will use to make a decision in resolving the grievance. The fees and expenses of the arbitrator shall be borne equally by the Association and the District. All other expenses shall be borne by the party incurring them.
- 8.5.5 The decision of the Arbitrator shall be advisory, and the Board of Trustees in rendering its final decision shall use the fact-finding report prepared by the arbitrator.
- 8.5.6 Insofar as possible, the Board of Trustees will render its decision within sixty (60) days of receipt of the fact-finding report. If, upon review, the Board of Trustees determines that it is unable to render a final determination on the record, the Board may re-open the record for the purpose of obtaining additional evidence and clarifying data prior to rendering a final decision.

8.6 TIMELINES

The timelines for the grievance process are summarized from the above paragraphs in the table below for clarity and convenience. The above paragraphs take precedence in the case of any apparent discrepancy.

Steps in the Process	Level I (Informal)	Level II (Formal)	Level III (Formal)	Level IV (Formal)	Level V (Formal)
Must be filed by	Within 20 days of the occurrence or within 20 days of when the employee could reasonably have known of the occurrence	Within 10 days of receipt of the Supervisor's Level I response	Within 10 days of receipt of the Supervisor's Level II response	Within 10 days of receiving the Superintendent or designee's Level III response	Within 10 days after mediation is concluded
Conference must be held by	No Conference	Within 10 days of receiving a Level II Grievance	Within 10 days of receiving a Level III Grievance	The date available for a mediator	The date available for an arbitrator
Response must be made by	Within 10 days of receipt of Level I Grievance	Within 10 days of the Level II Conference	Within 10 days of the Level III Conference	Within a reasonable time period	Insofar as possible, within 60 days of receipt of fact-finding report
Paper work to move to the next level must be submitted by	Within 10 days of receipt of the Supervisor's Level I response	Within 10 days of receipt of the Supervisor's Level II response	Within 10 days of receipt of the Superintendent or Designee's	Within 10 days after mediation is concluded	

			Level III response		
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ARTICLE IX: SAFETY CONDITIONS

9.0 ABUSE OF PERSONNEL

Any abuse of school personnel, assault or battery upon school personnel or any threat of force or violence directed toward school personnel at any time or place which is related to school activity or school attendance, shall be reported by employees to their immediate supervisor. Employees shall complete records required by the District relating to the violations described herein.

9.1 EMPLOYEE RESPONSIBILITY

9.1.1 Unsafe Conditions

All employees are responsible for reporting unsafe conditions to the designated site administrator.

9.1.2 CPR/First Aid Training

The following employees may be required to receive First Aid and/or CPR Training based on the district's needs or job description requirement:

- 1) School front office staff (secretaries and clerks)
- 2) Health Clerks
- 3) Special Education Instructional Assistants
- 4) Members of each school's disaster team

- 9.1.2.1 Employees will receive said training during time for which they are compensated by the district. If it becomes necessary for training to take place beyond a regular hour work day, the employee will be compensated per the master contract.

9.2 EMPLOYER RESPONSIBILITY

The District is obligated to provide a safe and healthful work place for all employees. The District shall provide classified employees with safety devices and safeguards that are adequate to make their job safe and healthful.

ARTICLE X: TRANSFERS, VACANCIES AND PROMOTIONS

10.0 TRANSFERS

Transfers may be initiated either by the District or the employee, irrespective of any current positions being open.

10.0.1 Criteria for Transfer

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

- 1) The needs and efficient operation of the District
- 2) The contribution the staff member can make in the new position
- 3) The qualifications including the experience and recent training of the staff member compared to those of other candidates for both the position to be filled and the position to be vacated
- 4) Diversity of the District
- 5) The recommendation of the immediate supervisor to whom the employee is currently responsible and the immediate supervisor where the vacancy exists
- 6) The preference of the employee
- 7) The quality of the service rendered to the District by employee

10.0.2 Employee Initiated Transfer Requests

Any employee shall have the privilege of requesting a transfer to any job location within the same position classification, subject to the following conditions.

- 10.0.2.1 A request for transfer for the following school year, shall be submitted on the appropriate District form. Properly filed transfer requests shall be given administrative consideration and shall be valid for one (1) year from the date submitted to the District Office.
- 10.0.2.2 An employee's request for transfer shall bear the signature of that employee's present immediate supervisor. Such signature is acknowledgement only that the immediate supervisor has been informed of the employee's desire for transfer consideration. Such signature does not necessarily imply approval or disapproval of the immediate supervisor.
- 10.0.2.3 The filing of a request for transfer is without prejudice to the employee and shall not jeopardize the present assignment. A request for transfer may be withdrawn by the employee in writing any time prior to official notification of transfer approval.
- 10.0.2.4 The District shall provide the employee, and the appropriate immediate supervisor, official notification of the disposition of the voluntary transfer request.
- 10.0.2.5 There will be no employee initiated lateral transfers during any probationary period.

10.0.3 Employer Initiated Transfers

- 10.0.3.1 A transfer may be made by the District at any time, for any of, but not limited to, the following reasons:
 - 1) In order to balance the classified staff of the District by considering factors, including, but not limited to, experience, racial and ethnic background, sex and age
 - 2) A change of enrollment or work load necessitating transfer of classified staff.
 - 3) Improved efficiency of the District
 - 4) An opportunity to evaluate an employee in a different school or location
 - 5) Betterment of school or department

- 6) Significant personality conflicts
- 7) Elimination, discontinuance, reduction or reorganization of programs and /or services
- 8) School reorganization or closure
- 9) When the enrollment of a school changes, hours and positions may be added or transferred to another location at the discretion of the District

- 10.0.3.2 Whenever practicable, the District will notify the employee five (5) working days prior to an employer initiated transfer. Situations in which five (5) calendar days notice may not be practicable include, but are not limited to: District emergencies, unusual or unforeseen circumstances, and changes in placement of students with exceptional needs per Article 6.4.
- 10.0.3.3 A list of District vacant assignments, within the individual's present position classification, will be made available to each employee being considered for an administrative transfer. An employee may request the position in order of preference, to which a transfer is desired.
- 10.0.3.4 An employee and or the Association may request a conference or a written statement regarding the reasons for the employer initiated transfer within five (5) working days after receipt of the notice described in Section 10.0.3.2, above.
- 10.0.3.5 The District shall not implement an employer initiated transfer in an arbitrary, capricious or discriminatory manner.

10.1 VACANCIES

A vacancy is created when either an existing employee leaves an existing position or the District creates a new position or adds hours to an existing position (reference 10.3).

- 10.1.1 When an additional or existing position becomes available, the District shall post the opening at all district sites.
- 10.1.2 Notice of all job vacancies shall be mailed/delivered to each school site and posted on bulletin boards at each site and on the district website prior to the four (4) day posting. Such notices will be posted for a period of not less than four (4) working days.

10.2 ADDITIONAL HOURS ADDED AT SCHOOLS OR DEPARTMENTS

The following process will be used when additional hours become available to a department or site and those additional hours are to be added on to existing staff member assignments. It is understood that maximum hours have been established within certain classifications. It is also understood that if the new hours cannot be assigned within the setting indicated below, the responsible administrator will broaden the setting within which the hours are offered. For instance, if hours have been offered only within a school, and no one can take them, they would be offered district wide to existing employees within that classification. If no one can take them out of that group, they would be offered district-wide to any interested employee who might qualify. If no one can take them within the district-wide setting, they would be offered as a new position and the normal recruitment process would apply for external candidates.

- 1) The principal or department head will make known to everyone in that classification as defined in the table below that additional hours are available. Those who are interested in the additional hours shall notify the principal or department head.

- 2) The principal or department head will meet individually with all interested staff. A review of the needs of the district and the employee's qualifications will then be conducted. Qualifications for the job will include an analysis of:
 - a) Scheduling considerations
 - b) Employee skills
 - c) The number of hours the employee can absorb into the existing assignment without exceeding the established maximum hours.
 - d) Employee attendance records
 - e) Employee job performance
- 3) Based upon the criteria and process described in Number 2 above, the principal or department head will assign the additional hours.
- 4) If a staff member is not awarded additional hours, and has questions about the decision of the principal or department head, he or she may request a meeting with the principal or department head for further clarification.

Note: If an employee is consistently overlooked for additional hours, the concerns of the department head or principal need to be made clear to that employee so that the concerned employee can make improvements in the areas of concern.

<i>Classification</i>	<i>Method for Determining Additional Hours</i>	<i>Setting Within Which Hours are Offered</i>	<i>Responsible Administrator</i>
Instructional Assistant I	District Formula, number of combo classes and site specific special needs plus special funding and site plan	School	Principal
Instructional Assistant II & Computer Lab Assistants	Number and type of children requiring services	District-Wide	Assistant Superintendent or Designee
Health Clerks	Number and type of children requiring services	District-Wide	Assistant Superintendent or Designee
Custodian I	Size of School/Facility	School	Director of M&O or Designee
Custodian I – Night	Size of School/Facility	District-Wide	Director of M&O or Designee
Library Clerks	District Formula	District-Wide	Assistant Superintendent or Designee
Grounds Worker or Maintenance Worker I or II	Size of District	District-Wide	Director of M&O or Designee
Food Service	Number of lunches, children and degree to which food is prepared at a given site	1 st – site specific 2 nd – district-wide	Director of Food Services or Designee
Warehouse Worker	Size of District	Department Specific	Assistant Superintendent or Designee
School Clerks, General Clerks	District Clerical Formula for Schools	School	Principal

10.3 SEASONAL GROUNDS WORK

Although seasonal workers are not covered by this agreement, it is recognized that unit members may wish to apply for seasonal grounds work when available. It is recognized that these positions are not training positions but need to be filled by capable, committed workers. The following process will be used to fill such positions:

- 1) The opening will be posted using the same method as normal vacancies in the District.
- 2) The application package will include material the applicant feels qualifies him or her for the job.
- 3) The supervisor will evaluate all applications and resumes to determine whether or not applicants meet the minimum qualifications of the job.
- 4) The supervisor will balance the application materials with any past history as to performance in the seasonal position.
- 5) The supervisor will choose from among the qualified applicants.
- 6) The candidates chosen for the position will have a substitute hired for their vacated position. At the conclusion of the seasonal work or should the employee not work out satisfactorily, he or she will be returned to their former position, and the substitute will be dismissed from that assignment.
- 7) If, in the judgment of the supervisor, those chosen for the job(s) do not work out satisfactorily, they will be returned to their original position. The supervisor will then return to the original list to determine whether or not any other qualified candidates exist.
- 8) If another qualified candidate exists on the list, the supervisor will proceed with placing the other qualified candidates in the position(s). If no other qualified candidates exist, the supervisor shall seek outside sources to fill the temporary position for the remainder of the term.

10.4 PROMOTION

Bargaining unit members are encouraged to apply for District vacancies. The District will give strong consideration to all bargaining members who apply for jobs in the District.

- 10.4.1 Unit members applying for a promotional vacancy must apply to the Human Resources Department using the existing application procedure, by the date indicated on the vacancy announcement.
- 10.4.2 It is the applicant's responsibility to update the paper work on file with the District to reflect current qualifying experience.
- 10.4.3 The District shall screen all applicants to ensure they meet the minimum job requirements as stated on the job description.
- 10.4.4 A unit member who has taken and passed a test for a specific promotional position within the bargaining unit, shall not be required within the next twenty-four (24) months, to retake the same test in order to meet the requirements of a promotion. However, a unit member may request to take any test in an attempt to improve his/her score. In the event a test is retaken, the District shall utilize the higher test score.
- 10.4.5 Unit members must take any test(s) required for a promotional position for which they have not already qualified or which they have not taken in the previous twenty-four (24) months.
- 10.4.6 Whenever a permanent unit member accepts a promotion to another classification, he/she shall serve a new probationary period of six (6) months in order to attain permanent status in the new classification.

- 10.4.7 A permanent unit member who has vacated a position to accept a promotion may, at his/her request, or if the employee is found to be unsatisfactory during the new probationary period, be reinstated to a permanent status in his/her former classification, if the prior position has not yet been filled or when a vacancy occurs at a subsequent date. This latter provision would not be applicable if disciplinary proceedings are imminent.
- 10.4.8 There will be no employee initiated lateral transfers during any probationary period.

ARTICLE XI: LEAVES

11.0 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

11.0.1 Purpose

Industrial accident and illness leave shall be granted for illness or injury incurred within the course and scope of an employee's assigned duties.

- 11.0.1.1 The District, on July 1 of each year, shall credit each employee as described hereinabove, with one hundred (100) work days of paid sick leave at ½ pay in addition to the entitlement described hereinabove.

11.0.2 Procedure

Unless incapacitated, an employee who has sustained a job related injury or illness shall report the injury on a District approved accident report form within twenty-four (24) hours to the immediate supervisor or as soon as is reasonably possible.

11.0.3 Allowances and Compensation

- 11.0.3.1 Allowable leave shall be for not more than sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same illness or accident.
- 11.0.3.2 Allowable leave shall not be accumulated from year to year.
- 11.0.3.3 Industrial accident or illness leave shall commence on the first day of absence.
- 11.0.3.4 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of temporary disability indemnity award. See 11.0.3.9.
- 11.0.3.5 When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.
- 11.0.3.6 Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.
- 11.0.3.7 During any industrial paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of his industrial accident or illness. The District in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants.
- 11.0.3.8 Payment for wages lost on any day shall not, when added to an award granted to the employee under the workers' compensation laws of this state, exceed the normal wage for the day.

11.0.3.9 The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under California Education Code 45191. When entitlement to industrial accident or illness leave has been exhausted, entitlement or other sick leave will then be used; but if an employee is receiving workers' compensation the employee shall be entitled to use only so much of his or her accumulated or available sick leave, accumulated compensating time, vacation or other available leave that, when added to the workers' compensation award, provide for a full day's wage or salary.

11.0.4 Temporary Modified/Light Duty Program – **See 11.2 Return to Service After Industrial Accident or Illness/Sick Leave.**

11.1 SICK LEAVE

11.1.1 Purpose

The purpose of sick leave utilization shall be for any of the following reasons:

- 11.1.1.1 Accident or illness, or by quarantine that results from contact with other persons having a contagious disease during the employee's performance of his/her duties;
- 11.1.1.2 Pregnancy, childbirth and recovery;
- 11.1.1.3 Personal Necessity – See 11.3;
- 11.1.1.4 Medical or dental appointments, in increments of not less than one (1) hour without immediate supervisor approval;
- 11.1.1.5 Industrial accident or illness when leave granted specifically for that purpose has been exhausted;
- 11.1.1.6 Need of the employee or his/her family member, as defined in California Labor code 245.5, for the diagnosis, care or treatment of an existing health condition or for preventative care; and
- 11.1.1.7 Need of the employee to see or obtain any relief or medical attention specified in California Labor code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or his/her child, when the employee has been a victim of domestic violence, sexual assault or stalking. See 11.12

11.1.2 Eligibility

- 11.1.2.1 An employee covered by this Agreement, working five (5) days per week for a full contract year, shall be annually entitled to twelve (12) days of leave of absence for the purpose of sick leave utilization. An employee covered by this Agreement, working less than full-time shall be entitled to sick leave in the same ratio that their employment bears to full-time employment.
- 11.1.2.2 Employees, upon initial employment, shall be eligible to take not more than seven (7) days, or the proportionate amount of sick leave to which they are entitled, until the first day of the calendar month following six (6) months of service.
- 11.1.2.3 The District, on July 1 of each year, shall credit each employee as described hereinabove, with one hundred (100) work days of paid sick leave at ½ pay including the entitlement described hereinabove.

11.1.2.4 Pregnancy Notification

11.1.2.4.1 The employee shall provide at least thirty (30) days advanced notice to District Human Resources of the need for leave related to pregnancy, if such notice is reasonably foreseeable.

11.1.2.4.2 Continuance on Active Duty

The unit member shall be permitted to continue on active duty until such date as she and her physician determine that she must absent herself from her duties because of disability resulting from pregnancy.

11.1.3 Procedures

An employee exercising this leave of absence provision shall notify the immediate supervisor of their need to be absent from service as soon as known, but in no event later than reasonably possible and necessary to secure substitute services. The notification described herein shall also include an estimate of the expected duration of the absence.

11.1.4 Requirements

11.1.4.1 An employee becoming aware of the need for absence due to surgery, or other predictable or priority scheduled cause, shall submit a statement from their attending physician as far in advance of the initial disability date as possible. The physician's statement shall include the beginning date of disability, the cause of the disability, and the anticipated date of the return to active service.

11.1.5 Compensation

Any unused sick leave credit may be used by the employee for sick leave purposes, without loss of compensation. Upon exhaustion of all accumulated sick leave credit, an employee who continues to be absent for purposes of this policy shall receive fifty percent (50%) differential pay for a period not to exceed five (5) continuous school months, i.e., one hundred (100) days of paid sick leave. Only one increment of differential pay shall be allowed for any single and continuous absence that extends into the next school year.

11.1.6 Return to Service – See 11.2

11.1.7 Transfer of Accumulated Sick Leave

An employee, upon initial employment, who has been an employee of a public school system in California for a period of one (1) calendar year or more, shall be allowed to transfer their accumulated sick leave if transferred within one (1) year of the date of the termination from the previous California public school employer. However, if the employee is terminated for cause, the transfer of accumulated leave shall be made only if approved by the Governing Board of the terminating District.

11.2 RETURN TO SERVICE AFTER INDUSTRIAL ACCIDENT OR ILLNESS/SICK LEAVE

11.2.1 An employee who has experienced an industrial or non-industrial accident or illness requiring surgery, hospitalization or leave in excess of five (5) consecutive days, shall provide, upon District request, physician verification of illness/injury justifying use of these leave provisions. The District may request documentation of illness when there has been an absence pattern.

11.2.2 If the employee is released after a leave of absence of any duration, to return to duty with restrictions or limitations related to any disability, the employee shall be required to submit to the Human Resources Department, prior to return to active duty, a medical statement, on the District's approved form, describing such restrictions/limitations as they relate to the specific duties of the employee's position.

11.2.2.1 Prior to returning to work, the unit member will participate in a conference with a Human Resource/Risk Management administrator, the supervisor, the program coordinator and/or other assigned administrator to discuss the physician's statement and determine whether the unit member can be. The District shall schedule this meeting, and a union representative may represent the employee at such a meeting, if the employee so requests. The union representative shall not be granted additional release time to attend this meeting.

The unit member will accept modified/light duty assignments offered to him/her within the restrictions identified by the examining physician(s). If the unit member refuses to work in the temporary, modified assignment, no temporary disability payments are payable, and sick leave and other leaves will be subject to approval by the superintendent or designee.

11.2.2.2 The program coordinator or other assigned administrator will issue a letter/memorandum to the unit member confirming the details of any modified work assignment.

11.2.2.3 The unit member will accept modified/light duty assignments offered to him/her within the restrictions identified by the examining physician(s). If the unit member refuses to work in the temporary, modified assignment, no temporary disability payments are payable, and sick leave and other leaves will be subject to approval by the superintendent or designee.

11.2.2.4 The District and disabled unit members shall make a reasonable and good faith effort to facilitate the return to work of the disabled unit member, including, as appropriate, temporary modified/light duty.

11.2.3 At least five (5) days prior to his/her anticipated return to duty, an employee who has experienced a disability absence requiring an extended illness in excess of thirty (30) consecutive days, shall notify the Human Resources Department of his/her intent to return to work, shall submit the medical statements required pursuant to subdivisions 11.1.4.2, 11.2.1 or 11.2.2, and shall participate in a return to duty conference as requested by the Human Resources Department.

11.2.4 If additional medical information is necessary or desirable to determine the employee's ability to return to work or to identify reasonable accommodations, the District may require the employee to submit to a medical examination by the physician of its choice. Such inquiry shall be job related, consistent with business necessity, and comply with the Federal Americans with Disabilities Act and the California Fair Employment and Housing Act.

11.3 PERSONAL NECESSITY LEAVE

11.3.1 Purpose

Personal necessity leave may be utilized for circumstances that are serious in nature as defined below, which cannot be dealt with during off-duty hours.

11.3.2 Eligibility

An employee of this unit who has sufficient unused sick leave credit.

11.3.3 Procedure

Employees shall submit a request for personal necessity leave approval on the District approved form to the immediate supervisor normally not less than two (2) working days prior to the beginning date of the leave. Prior approval required for personal necessity leave as described in Paragraphs 11.3.3.3 and 11.3.3.5 is exempted.

- 11.3.3.1 Use of five (5) days of personal necessity without providing a reason (no tell day). Five days of Personal Necessity Leave may be used without giving a reason for absence by the employee, "No Tell Day". Use of this leave shall be limited to one employee per day per school except where administrative approval for more than one employee has been granted. Employees using this leave shall give two (2) working days' notice to the immediate supervisor prior to the beginning date of the leave.
- 11.3.3.2 Death of a member of his/her immediate family when the number of days of absence exceeds five (5) days.
- 11.3.3.3 Accident not otherwise chargeable to an illness or injury leave, involving his/her immediate family of such an emergency nature as to require the attention of the employee during his/her work day.
- 11.3.3.4 Appearance in court as a litigant or witness (without subpoena or other court order). The employee shall furnish evidence of the court appearance to the department head or principal who shall in turn attach it to the time sheet.
- 11.3.3.5 Imminent danger to the home of an employee occasioned by a factor such as flood or fire, serious in nature, and which requires the attention of the employee during his/her work day.
- 11.3.3.6 Severe condition of a member of his/her immediate family requiring the attention of the employee during his/her workday.

The Superintendent may, if unusual circumstances exist, allow the immediate family definition to be expanded to include others not expressly stated in the immediate family definition.

When a member of an employee's immediate family is afflicted with a contagious or serious communicable disease (excluding common childhood illnesses) and requires the care and attention of the employee, or when, through exposure to contagious disease, the presence at work of the employee would endanger the health of others.

- 11.3.3.7 A unit member may be granted up to 15 days of personal necessity leave for the purpose of adoption or birth of a child. These days shall be charged to the member's accumulated sick leave. If the member has exhausted accumulated sick leave he will receive differential pay for the remainder of the approved leave.

11.3.3.8 Association business as defined in 4.6.1.

11.3.4 Requirements

- 11.3.4.1 An employee may use not more than fifteen (15) days per year of accumulated sick leave including the five days of No Tell personal necessity days in 11.3.3.1 for all purposes enumerated as an approved personal necessity leave.

- 11.3.4.2 The immediate supervisor must be notified in advance. The supervisor may deny such leave when he or she deems such a leave to be detrimental to the best interest or needs of the District. In the event the request is denied, the employee may appeal to the Superintendent. Any request for such leave in conjunction with a weekend and/or holiday must be requested in advance and in writing from the immediate supervisor.

11.3.5 Return to Service

Immediately upon return to active service, the employee shall complete the District Personal Necessity Absence form and submit it to the immediate supervisor. (Note: This applies to personal necessity leave used under the provisions of Paragraphs 11.3.3.3 and 11.3.3.5.

11.3.6 Compensation

An employee shall receive full compensation for not more than fifteen (15) days per year of approved personal necessity leave.

11.4 BEREAVEMENT LEAVE

11.4.1 Purpose

Bereavement leave shall be available in the case of the death of a member of the immediate family of the employee.

11.4.2 Procedure

An employee exercising this leave of absence provision shall complete and submit the district bereavement form and follow district protocols for reporting the absence.

11.4.3 Allowances and Compensation

An employee shall be granted up to five (5) days for bereavement purposes. Additional days of absence beyond those described herein may be provided under the terms of the personal necessity leave provisions of Section 11.3.

11.4.4 Return to Service

The employee shall provide, upon District request, additional verification of the use of these leave provisions.

11.5 JUDICIAL AND OFFICIAL APPEARANCE

11.5.1 Purpose

The District recognizes that employees may be subject to mandatory court service in any of the following cases: (1) jury duty; (2) subpoena or official order; (3) district litigation.

11.5.2 Procedure

The employee seeking an official judicial appearance leave shall submit a request for a approved absence accompanied by the official order to the District Office. Such request shall be submitted whenever possible not less than ten (10) days prior to the beginning date of the leave.

11.5.3 Requirements

An employee may be granted leave of absence not to exceed the duration of the requirements of the official order for participation and appearance. If the appearance does not require a full day, the employee shall call the supervisor or designee for instruction.

11.5.4 Compensation

An employee granted a judicial leave of absence under these provisions shall be granted District compensation which when added to jury or witness fees shall not exceed the employee's regular District Compensation. Upon receipt of payment of fees the employee shall cash the check. The employee shall reimburse the district the amount equal to the daily rate paid to the employee for actual days missed.

11.5.5 Return to Service

The employee shall provide, upon District request, additional verification of the use of these leave provisions.

11.6 MILITARY LEAVE

11.6.1 Purpose

The district recognizes that employees may be subject to military service for any of the following cases:

- 1) Regular annual duty for reservists or national guard;
- 2) A draft or call-up in the event of a declared war or declaration of a national emergency;
- 3) Voluntary enlistment.

11.6.2 Procedure

An employee seeking an official military leave shall submit a request for an approved absence to the District Office accompanied by the official military orders to report for duty with the U.S. military forces. Such request shall be submitted not less than ten (10) days prior to the beginning date of the leave.

- 11.6.2.1 Subject to any federal statutory changes, an employee may request additional military leave in the event of declared war or declaration of a National Emergency necessitating a military call up.

11.6.3 Requirements

11.6.3.1 Leave for Regular Annual Duty for Reservists or National Guard

An employee, upon submission of his military orders, shall be granted a leave of absence on paid status for a period not to exceed thirty (30) calendar days to report for annual active duty training.

11.6.3.2 Long-Term Military Leave

An employee who is inducted, or is recalled to active duty shall be granted an unpaid leave of absence for the period of such enlistment or required service.

11.6.3.2.1 Upon completion of the service requirement, the employee shall be reinstated in the position classification that he/she held at the time of his/her enlistment or induction, provided that the employee returns within six (6) months of the date of his/her discharge, and the period of absence shall not be construed as a break in service, provided however, he/she shall not be entitled to sick leave accrual, vacation accrual or salary for the period during which he/she was on leave.

11.6.3.2.2 An employee who voluntarily enlists or re-enlists in military service which would prevent him/her from carrying out the normal duties of his/her job shall be considered to have resigned his/her position with the District on the first date he/she reports for duty.

11.7 UNPAID PERSONAL LEAVE

11.7.1 Purpose

An employee may request a personal leave of absence for reasons not enumerated elsewhere in this Agreement.

11.7.2 Procedure

The employee seeking an approved personal leave of absence shall submit a request, including the reasons and supporting information related thereto, and the duration of the length of the requested leave.

11.7.2.1 For personal absences of five (5) working days or less, the employee shall submit the request described herein to the immediate supervisor not less than five (5) working days prior to the beginning date of the leave. Should the supervisor refuse to approve the request, the employee has the right to appeal this decision to the Superintendent or Designee whose decision shall be final.

11.7.2.2 For personal absence in excess of five (5) working days including the balance of the school semester year, or a full school semester/year, the employee shall submit the request described herein to the Superintendent for recommendation and presentation to the Board of Trustees for approval or denial. An employee requesting such an extended personal leave of absence shall submit the request five (5) days prior to a regular meeting of the school Board of Trustees.

11.7.3 Requirements

An employee shall not accept gainful employment while on personal leave of absence without the prior written approval of the Superintendent.

11.7.4 Compensation

Any personal leave of absence that may be granted under these provisions shall be without compensation. Employees on personal leave of absence shall be permitted to participate in the District insurance program at the employee's expense.

11.7.5 Return to Service

The employee shall be reinstated to the position classification held prior to the leave of absence. If the personal leave of absence was granted for personal health reasons, the

employee shall be required to submit prior to return to active duty, a medical statement indicating an ability to assume assigned duties without restrictions or detriment to the employee's physical or emotional well-being.

11.8 VACATION LEAVE

11.8.1 Purpose

Vacation leave is granted for the purpose for rest and recreation of the employee to rejuvenate the mind, body and spirit. An employee covered by this agreement who has accrued vacation credit as described herein, may be allowed to be absent from service during the school year in which the vacation credit was earned provided that advanced written approval is received by his/her immediate supervisor. If the employee is not permitted to take his full annual vacation, the amount not taken shall accumulate for use in the next year or be paid in cash at the option of the governing board.

11.8.2 Accrual

Vacation leave is earned at the following rates at the end of each full month worked.

Longevity Schedule	12-Month	Hourly 238 Days	Hourly 227.5 Days	Hourly 218 Days	Hourly 208 Days	Hourly 206 Days
<i>1st through end of 7th year</i>	12	11	10.5	10	10	10
<i>After 7 years (Year 8-10)</i>	15	14	13.5	13	13	13
<i>After 10 years (Year 11-14)</i>	17	16	15.5	15	15	15
<i>After 14 years (Year 15 and beyond)</i>	19	18	17.5	17	17	17

11.8.2.1 All *permanent, 12-month* (6/00) employees shall accrue vacation leave as shown above up to a maximum of two (2) years accrual. If an employee reaches the two (2) year accrual maximum, additional accrual shall cease until such time as the employee uses some of his leave.

11.8.2.1.1 All permanent hourly employees who work 238, 227.5, or 218 days shall accrue vacation leave as shown above up to a maximum of one (1) year accrual. If an employee reaches the one (1) year accrual maximum, additional accrual shall cease until such time as the employee uses some of his/her leave. (8/04) All permanent employees working a 206 or 208 calendar may cash out their vacation days (if available) during the following periods: Winter, Fall and/or Spring Break.

11.8.2.1.2 All permanent employees on the 208 and 206 day work year calendars, will be paid for vacation days not taken each year.

11.8.2.2 If an employee begins work during the period from the first through the fifteenth of the month, the hire date shall be assigned as the first of the month. If an employee starts on the sixteenth through the thirty-first, the hire date shall be assigned as the first day of the following month.

11.8.2.3 Permanent (6/00) employees working less than full-time will receive vacation pro rated in accordance with the number of hours worked or the percent of time worked in relation to forty (40) hours or 100% whichever assignment they are working under.

11.8.2.4 Vacation shall not be accrued on any overtime which may be worked by an employee.

- 11.8.2.5 Vacation leave shall be requested by the employee and approved by the immediate supervisor. An employee who is denied vacation leave by the immediate supervisor may appeal to the Superintendent or Designee whose decision is final.
- 11.8.2.6 An employee who is to be separated from service and who has earned vacation credit, shall be paid for the earned vacation as of the effective date of the separation, provided the employee has completed six (6) months employment in a regular status. (Ed Code 45197)
- 11.8.2.7 If an employee terminates employment after having been granted unearned vacation leave, he shall have the salary paid for the vacation leave deducted from his final salary warrant.

11.8.3 Procedures

The employees covered by this agreement, eligible for vacation leave as described herein, shall be allowed to absent themselves from service as directed and authorized by the immediate supervisor. In no event shall employees commence vacation leave without the written approval and authorization of the immediate supervisor.

11.8.4 Requirements

Employees covered by this Agreement shall not be eligible to take vacation leave until after the completion of six (6) months service. Upon written request to the Superintendent or designee, and approval of such request, an employee may be granted vacation leave prior to the earning of such leave. Vacation leave shall be granted up to the amount of vacation leave actually earned through the last complete month of employment.

11.8.5 Compensation

- 11.8.5.1 An employee granted vacation leave, as described herein, shall be compensated at their regular rate of pay.
- 11.8.5.2 If a paid holiday falls at a time an employee is on paid vacation status, they shall be compensated for that day as a holiday rather than a day of vacation.

11.9 HOLIDAY LEAVE

Employees shall be entitled to a maximum of fifteen (15) days of compensated holiday leave during the school year in accordance with the schedule listed in the attached work calendars. The Association shall have the right to consult as to when the holiday leave days shall be taken by the employees covered by this Agreement.

- 11.9.1 No holiday benefits shall be paid while an employee is on layoff, after termination of employment, irrespective of any pay received extending between the time of termination or, while an employee is on unpaid leave of absence.

An employee will be paid holiday pay if the holiday falls during a period of paid absence and the employee remains on the active payroll. Otherwise, to be eligible for holiday pay, an employee must work his scheduled work day immediately preceding or immediately following the holiday unless he is unable due to a bona fide and verifiable illness or injury.

11.10 FAMILY CARE LEAVE

- 11.10.1 The District shall grant unpaid Family Care Leave pursuant to Government Code Section 12945 subject to the following:

- 11.10.2 An employee must have served in a regular position for not less than one (1) year and worked at least 1250 hours in the preceding 12 months in order to be eligible to take family care leave.
- 11.10.3 Family Care Leave may be taken in one or more periods but shall not exceed a total of 12 weeks in a 12 month period commencing with the leave.
- 11.10.4 The employee shall be entitled to return to the same or similar position as held prior to taking Family Care Leave.
- 11.10.5 The District shall be authorized to require that any employee applying for, or granted, Family Care Leave provide the District such documentation as may be required to substantiate the justification for leave as a condition of granting or continuing the leave benefit.
- 11.10.6 If an employee takes a leave because of the employee's own serious health condition, the District may require the employee to substitute accrued sick leave during the period of Family Care Leave.
- 11.10.7 Complete text of Family Care Leave Provision is available in the Personnel Office to all employees upon request.

11.11 CATASTROPHIC SICK LEAVE

11.11.1 Purpose

Catastrophic sick leave is a program which allows one employee to donate accumulated sick leave to another employee under specific guidelines.

11.11.1.1 Approval to donate sick leave shall be granted for an illness or injury that is:

- 1) expected to incapacitate a unit member or a member of the unit member's family for an extended period of time
- 2) expected, in the case of the incapacity of a member of the family to require the employee to care for that family member for an extended period of time, and
- 3) expected to be a hardship for the unit member because the unit member has exhausted all of his or her paid time off.

11.11.2 Eligibility

All bargaining unit members that have filled a permanent position within the unit for at least one year shall be eligible to both receive and to donate sick leave as provided within this article within the following guidelines:

- 1) Catastrophic leave may not be used to extend sick leave balances which will be used for industrial injury or accident;
- 2) The donating member is only eligible to donate if his/her accrued sick leave is not less than one year
- 3) Classified employees may donate to or receive from classified employees only
- 4) Except as described in 5 below, Classified employees may only utilize donated leave during periods of extended illness or injury for which the sick leave was originally donated.

- 5) Classified employees may utilize donated sick leave on an intermittent basis during a 6 month period following return to work after an extended illness or injury leave only if such leave arises from the original illness or injury for which the leave was donated.

11.11.3 Procedure

- 11.11.3.1 The unit member needing sick leave (or their representative) shall apply to the Payroll Department with the required form attached as an appendix. The maximum number of days per request shall not exceed twenty (20) workdays. If additional days are required, the member or representative shall submit an additional request form within five (5) working days prior to exhausting donated sick leave. The District, after verifying the catastrophic illness or injury, will notify all unit members of the request.
- 11.11.3.2 If an employee desires to donate, on a voluntary basis, a number of sick leave hour(s) toward a specified unit member's need for additional sick leave because of catastrophic illness or injury, it is the responsibility of the employee who is donating said hour(s) to fill out the necessary form available as an appendix to this contract.
- 11.11.3.3 Time donated must be in full one (1) hour increments.
- 11.11.3.4 The District will then transfer said number of days authorized to the unit member in need.
- 11.11.3.5 Classified employees are entitled to donate catastrophic leave to all classified employees.
- 11.11.3.6 After an employee returns from an extended illness or injury leave, and after the period for use of donated leave on an intermittent basis has expired, unused donated leave shall be returned to the donor.

11.12 LEAVES FOR CRIME VICTIMS

11.12.1 Purpose

An employee may be absent from work in order to attend judicial proceedings related to a crime when he/she is a victim, immediate family member of a victim, registered domestic partner of a victim, or child of a registered domestic partner of a victim of the following crimes. (Labor Code 230.2)

- 1) A violent felony as defined in Penal Code 667.5©
- 2) A serious felony as defined in Penal Code 1192.7 ©
- 3) A felony provision of law proscribing theft or embezzlement

For these purposes, the employee may use vacation, personal necessity leave, compensatory time off that is otherwise available to the employee, or unpaid personal leave. (Labor Code 230.2)

11.12.2 Procedure

Prior to taking time off, an employee shall give his/her supervisor a copy of the notice of each scheduled proceeding that is provided by the responsible agency, unless advance notice is not reasonable. When advance notice is not feasible or an unscheduled absence occurs, the employee shall, within a reasonable time after the absence, provide documentation evidencing the judicial proceeding from the court or government agency setting the hearing, the district

attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim. (Labor Code 230.2)

- 11.12.2.1 The supervisor and Superintendent or designee shall keep confidential any records pertaining to the employee's absence from work. (Labor Code 230.2)

11.12.3 Domestic Violence/Sexual Assault

An employee who is a victim of domestic violence or sexual assault as defined by law may take time off work to obtain or attempt to obtain any relief, including but not limited to a temporary restraining order, restraining order to other injunctive relief to help ensure the health, safety or welfare of the employee or his/her child. (Labor Code 230)

- 11.12.3.1 In addition, an employee who is a victim of domestic violence or sexual assault may take time off work to attend the following activities: (Labor Code 230.1)

- 1) Seek medical attention for injuries caused by domestic violence or sexual assault
- 2) Obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence or sexual assault
- 3) Obtain Psychological counseling related to an experience of domestic violence or sexual assault
- 4) Participate in safety planning and take other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation.

- 11.12.3.2 An employee who is a victim of domestic violence or sexual assault may use vacation, personal leave or compensatory time off that is otherwise available to the employee under the applicable terms of employment. (Labor Code 230, 230.1)

- 11.12.3.3 Prior to taking time off, an employee shall give reasonable notice to his/her supervisor, unless advance notice is not feasible. When an unscheduled absence occurs, the employee shall provide, within a reasonable time, certification of absence in the form of any of the following documents: (Labor Code 230, 230.1)

- 1) A police report indicating that the employee was a victim of domestic violence or sexual assault
- 2) A court order protecting or separating the employee from the perpetrator of an act of domestic violence or sexual assault, or other evidence from the court or prosecuting attorney that the employee has appeared in court.
- 3) Documentation from a medical professional, domestic violence advocate or advocate for victims of sexual assault, health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting from an act of domestic violence or sexual assault.

- 11.12.3.4 The supervisor and Superintendent or designee shall maintain the confidentiality of such an employee to extent authorized by law. (Labor Code 230, 230.1)

11.13 PERSONAL LEAVE FOR A CHILD'S SCHOOL ACTIVITIES

Any employee who is a parent/guardian or grandparent having custody of one or more children who are enrolled in grades K-12, or who attend a licensed day care facility, may use up to 40 hours of personal leave, vacation or compensatory time off each school year in order to participate in school or day care activities.

Such leave shall not exceed eight hours in any month of the year, and the employee shall give reasonable advance notice of the absence. (Labor Code 230.8)

In lieu of using vacation, personal leave or compensatory time off, eligible employees giving reasonable advance notice may take up to 40 hours without pay each school year for this purpose, not to exceed eight hours in any month.

If both parents of a child are employed at the same work site, this leave shall be allowed for the first parent who applies; simultaneous absence by the second parent may be granted by the Superintendent or designee. (Labor Code 230.8)

11.14 RELIGIOUS LEAVE

The Superintendent or designee may grant employees up to three days of leave per year for religious purposes, provided that the leave is requested in advance and that it does not cause additional district expenditures, the neglect of assigned duties or any other unreasonable hardship on the district.

The Superintendent or designee shall deduct the cost of a substitute, when required, from the wages of the employee who takes religious leave.

No employee shall be discriminated against for using this leave or any additional days of unpaid leave granted for religious observances at the discretion of the Superintendent or designee.

11.15 LEAVE FOR EMERGENCY DUTY

An employee may take time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel. (Labor Code 230.3) An employee who is a volunteer firefighter shall be permitted to take temporary leaves of absence, not to exceed an aggregate total of 14 days per calendar year, for the purpose of engaging in fire or law enforcement training. (Labor Code 230.4)

11.16 PARENTAL LEAVE (CALIFORNIA EDUCATION CODE SECTION 45196.1):

11.16.1 A unit member may use his or her sick leave for the purpose of the birth of a child of the unit member, or the placement of a child with a unit member in connection with the adoption or foster care of a child by the unit member ("parental leave") for a period of 12-workingweeks in a 12-month period.

11.16.2 When a unit member has exhausted all available sick leave, and continues to be absent from his or her duties on account of parental leave pursuant to the California Family right Act ("CFRA", Government Code 12945.2), the unit member shall receive differential pay for the remaining portion of 12-workweeks of parental leave.

11.16.3 A unit member is not required to have 1,250 hours of service with the employer during the previous 12-month period in order to take parental leave pursuant to this section.

11.16.4 Parental leave under this section shall run consecutively with CFRA leave and a unit member will receive one 12-workweek period for parental leave during a 12-month period.

ARTICLE XII: EVALUATION PROCEDURE

12.0 GENERAL PROVISIONS

The Association and the District agree that evaluation procedures are an effective tool to manage employee performance. The following procedures shall be utilized with regard to the evaluation of employees covered by this Agreement.

12.1 FREQUENCY

12.1.1 Probationary

Regular probationary classified employees shall receive at least two (2) formal, written performance ratings on District approved forms during the probation period, typically at the conclusion of the third and fifth month of service.

12.1.2 Permanent

Regular permanent classified employees shall receive at least one (1) formal written performance rating on District approved forms in each two-year period. A permanent employee may be evaluated at any time if exemplary or unsatisfactory service is performed.

12.2 PREPARATION

The assigned evaluator shall prepare the evaluation on the approved district form. The evaluator shall use the rating forms described herein, complete, and discuss with and have signed by the employee prior to being placed in the employee's official personnel file.

The formal rating forms shall contain information bearing on employee performance related to the evaluation criteria established by the District. The data gathered relative to employee appraisal shall be in conformity with the evaluatee's job description, as prescribed by the District.

The employee's signature signifies acknowledgement only not agreement with. If the employee refuses to sign the evaluation, the supervisor shall note the refusal on the form.

The rating shall contain an appraisal of the employee's performance, and as appropriate, recommendations or specific suggestions for the improvement of the evaluatee's performance.

12.2.1 The evaluatee shall receive a written copy of the performance rating forms described herein at a personal conference conducted by the evaluator. An evaluatee shall be provided with specific notice of derogatory materials being placed in the evaluatee's personnel file repository. The evaluatee shall be given an opportunity to respond to the derogatory materials and to have the rebuttal attached to the materials in question.

12.2.2 The evaluator's judgment and recommendations contained in the evaluation appraisals described herein, shall not be subject to the Grievance Procedure (Article VIII) contained in this agreement.

12.2.3 Each member shall be notified of the identity of his/her primary evaluator, and that evaluator shall not be a unit member.

ARTICLE XIII: ORGANIZATIONAL SECURITY AND PAYROLL DEDUCTIONS

13.1 MEMBERSHIP AND DUES DEDUCTION

- 13.1.1 District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join). District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause. This agreement shall satisfy District's duty to bargain effects of Janus decision.
- 13.1.2 The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District does not need to keep track of this period as it shall be tracked by CSEA within its membership database.
- 13.1.3 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

13.2 DUES DEDUCTION

- 13.2.1 The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.
- 13.2.2 The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.
- 13.2.3 The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days after such submission.
- 13.2.4 There shall be no charge by the employer to CSEA for regular membership dues deductions.

13.3 HOLD HARMLESS PROVISION

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

ARTICLE XIV: GENERAL PROVISIONS

14.0 SAVINGS PROVISION

If any provision of this agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement of the application of such Article or section as to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

14.1 CONCLUSION OF MEET AND NEGOTIATION

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

ARTICLE XV: PROFESSIONAL GROWTH

The District and Association agree that \$2,500.00 shall be set aside for employee professional growth purposes. The terms under which this program is applicable are as follows:

15.0 QUALIFICATIONS

- 1) Applicants must have been with the District at least one year to apply
- 2) There is no penalty for part-time versus full-time status with the district
- 3) All applicants will be evaluated to determine whether or not the course work is clearly of benefit to the district.

15.1 TIMELINES AND THE APPLICATION PROCESS

- 1) Applicants must have filed the application in a timely manner in order to be the same priority as others who have filed on time, unless the committee has delayed issuing its own instructions.
- 2) The Professional Growth Committee will meet monthly as necessary on the 2nd Thursday at 2:45 pm at the district office.
- 3) Applications must be submitted one week prior to the meeting in order to be considered for that meeting. Applications must be submitted in advance of the start of the class, term or semester in order for reimbursement to be considered for that cost.
- 4) Applications must be filled out completely. When available, course descriptions should be provided with the application.
- 5) THE EARLIER MATERIAL IS RECEIVED BY THE COMMITTEE, THE BETTER.
- 6) Forms must be submitted to the Human Resources Office.
- 7) Applicants may be asked to be interviewed to clarify anything of concern to the Committee.

15.2 REIMBURSABLE COSTS

- 1) Costs which may be reimbursed include textbooks and other materials which are required for the course and registration or tuition fees for the individual classes taken.
- 2) Parking fees will not be reimbursed.
- 3) Generally speaking, no reimbursement will be made for software packages on the assumption that computer labs are available.
- 4) The highest priority for reimbursement using existing funds will be given to tuition.

15.3 DISTRIBUTION OF FUNDS

- 1) No one applicant may receive more than \$300.00 in any one fiscal year.
- 2) The annual stipend of \$2,500 will be divided into 10% for summer school courses, (\$250), and 15% (\$1,125) per semester to start the year.
 - a) Any monies not awarded for summer school will roll over into the first semester.
 - b) Any monies not awarded in the first semester will roll over into the second.
 - c) The initial division of monies within the 3 periods shall be 50% for semester or quarter-length formal course work at a college, school or university (Type I Grants).
 - d) This leaves 30% total available for multiple day type courses (Type II Grants).
 - e) And, finally, 20% will be set aside for one-day type courses (Type III Grants).
 - f) Reimbursement of expenses shall be up to 100% for Type I Grants, up to 75% for Type II Grants, and up to 50% for Type III Grants.

Period	Total Allocation	Type I Grants (100%)	Type II Grants (75%)	Type III Grants (50%)
Summer	\$250	\$125	\$75	\$50
1 st Term	\$1250	\$563	\$338	\$225
2 nd Term	\$1250	\$563	\$338	\$225

- 3) All applicants will be equally considered after benefit to the district has been determined.
- 4) Allowable costs will be evaluated according to the criteria in Paragraph III above.
- 5) If more qualified expenses exist than available funds, the available funds will be awarded on a
- 6) percent basis. For example:

\$400 remains in available funds for the first term for Type I Grants. Amelia Angst submits a request to be reimbursed for \$200 and all of her expenses meet the committee's criteria. Betty Brave submits for \$150, but \$25 of that is for parking. Carmela Crunch submits a request for \$285, but she has already received \$100 for a prior semester. All of these requests are for semester length courses (Type I Grants)

Qualifying Expenses:

Amelia Angst	\$200
Betty Brave	\$125
Carmela Crunch	\$200
TOTAL	\$525

As \$400 = 76% of \$525, each of the three applicants will be awarded 76% of their qualified expenses.

15.4 REJECTIONS OR DISQUALIFICATIONS

- 1) The committee reserves the right to reject or disqualify any application which does not meet its criteria.
- 2) Rejections or disqualifications will be accompanied by an explanation.
- 3) If the Committee requests additional information and that information is not supplied within one month, that application shall be disqualified at the next committee.

15.5 INITIAL APPROVAL AND FINAL APPROVAL

- 1) The initial approval to the applicant shall be based upon calculation demonstrated in Paragraph
- 2) IV, and the amount of estimated expenses for which the applicant has submitted.
- 3) The applicant will receive notification of the initial approval following the committee meeting.
- 4) Upon completion of the course, the applicant must re-submit the district form and attach proof successful completion of the coursework. (A letter grade of "C" or better for semester or
- 5) quarter-length courses)
- 6) The final payment shall be based upon the following:
 - a) actual expenses submitted multiplied by the percentage allowed for that type of grant, and
 - b) the maximum awarded being no more than the pre-approved amount, and
 - c) all required paperwork being submitted.

15.6 FILING COSTS FOR CBEST EXAMINATION

To encourage Instructional Assistants possessing a Bachelor's Degree to obtain an emergency teaching credential, the District will pay the filing costs for CBEST examination, as well as obtaining the emergency credential.

ARTICLE XVI: RESTRUCTURING VACANCIES IN POSITIONS FUNDED WITH RESTRICTED REVENUES (6/00)

- 16.0 For the purpose of this Agreement the phrase “restructure a vacant position” means an adjustment in the number of hours assigned to a given job position after that position is permanently vacated by an incumbent.

For example, a seven (7) hour position has been “restructured” when the unit member regularly assigned to that position permanently leaves the position, and the position is changed to accommodate two 3.5 hour employees.

- 16.0.1 The term “restructure a vacant position” also encompasses a decrease in hours assigned to a position when the incumbent permanently vacates the position.

For example, an eight (8) hour position has been “restructured” when the unit member regularly assigned to that position permanently leaves the position, and the position is changed to a six (6) hour position.

- 16.0.2 This Agreement is limited only to those circumstances in which a vacant position is restructured and does not apply to a reduction in hours of any member of the bargaining unit.

- 16.1 Vacant positions funded with restricted revenues may be restructured in accordance with the following Procedures.

- 16.1.1 Not less than thirty (30) calendar days prior to actual implementation of the restructuring of a vacant position, CSEA shall be given notification of the proposed action by written notice sent to the President of Chapter 389 and the CSEA Field Representative.

- 16.1.2 For a thirty (30) calendar day period commencing on the date of such notification to CSEA, the District shall, upon request of CSEA, meet with CSEA over the District’s proposed action for no less than eight (8) hours of face-to-face meetings. This thirty (30) day period may only be extended by mutual written agreement.

- 16.1.3 CSEA agrees that at the end of the 30 day meeting period in Paragraph 16.1.2 above, the District may unilaterally implement its proposed action or any alternative to its proposed action discussed by the parties. No unfair practice charges, grievances or impasse procedures shall be permitted challenging such implementation unless it involves a claim that the meetings were held in bad faith.

- 16.1.4 This Agreement and the procedures agreed to herein are intended to and do resolve all issues between CSEA and District regarding the general obligation of the District, if any, to negotiate with CSEA the decision to restructure vacant positions.

- 16.1.5 This Article does not constitute a waiver of CSEA’s right to negotiate regarding the effects of restructuring the vacant positions, as provided above in Paragraphs 16.1.1, 16.1.2 and 16.1.3. The District will negotiate the effects of restructuring vacant positions upon a written request from CSEA. In addition, this Article does not constitute a waiver of CSEA’s bargaining rights with respect to non-vacant positions. This provision does not require the District to negotiate with regard to its decision to restructure vacant positions.

ARTICLE XVII: DISCIPLINARY ACTION

17.0 DISCIPLINARY ACTION DEFINED

Disciplinary action is defined as suspension with or without pay, demotion (other than reduction in hours of employment or assignment to a lower class pursuant to Sections 45101 (g) and 45298 of the California Education Code) and discharge (other than layoff). This Article shall not apply to probationary unit members.

17.1 INFORMAL CORRECTIVE MEASURES

Informal corrective measures such as verbal warnings, evaluations, conferences, written warning notices or reprimands, letters to personnel files, voluntary and involuntary, and the like are not disciplinary action as defined in this article. While there is no requirement that disciplinary action as defined in this article be preceded by these informal corrective measures the value of such measures is recognized and use of such measures is encouraged.

17.2 DISCIPLINARY ACTION FOR CAUSE

A permanent classified unit member shall be subject to disciplinary action for just cause as defined below:

- 17.2.1 Incompetency or inefficiency in the performance of the duties of the position held.
- 17.2.2 Insubordination (including, but not limited to, refusal to do assigned work).
- 17.2.3 Carelessness or negligence in the performance of duty or in the care or use of District property.
- 17.2.4 Discourteous, offensive, or abusive conduct or language toward other employees, pupils, or the public.
- 17.2.5 Dishonesty.
- 17.2.6 Drinking alcoholic beverages on the job, or reporting for work while under the apparent influence of intoxicants.
- 17.2.7 Unauthorized use or possession or under the influence during working time of narcotics or mind-altering substances.
- 17.2.8 Conviction of any felony or any crime involving moral turpitude.
- 17.2.9 Conviction of a sex offense as defined in Education Code Section 44010, or any applicable laws.
- 17.2.10 Excessive absences and/or repeated tardiness without sufficient reason. Absences will be considered excessive when they exceed 7 separate incidents in any one year. Not included for the sake of this measure are pre-approved personal necessity leave days and the no-tell days.
- 17.2.11 Abandonment of position: Absence for 3 days without approval.
- 17.2.12 Abuse of leave privileges.
- 17.2.13 Falsification or omission of any information supplied or required to be supplied to the school district, including, but not limited to, information supplied on application forms, employment records, or any other school district records.

- 17.2.14 Violation or refusal to obey the school laws of the state or reasonable regulations prescribed for the government of the public schools by the State Board of Education or by the governing board of the school district.
- 17.2.15 Offering of anything of value or offering any service in exchange for special treatment in connection with the unit member's job or employment, or accepting anything of value or any service in exchange for granting any special treatment to another unit member or to any member of the public.
- 17.2.16 Willful violation of the Education Code, or rules, regulations, policies, or directives of the governing board after the employee has received written direction to cease the violation.
- 17.2.17 Any willful failure of good conduct tending to injure the public service.
- 17.2.18 Physical or mental condition unfitting for service.
- 17.2.19 Conduct in violation of Section 7000 -7007 of the Education Code (membership in the Communist Party).
- 17.2.20 Engaging in political activities during assigned hours of duty.
- 17.2.21 Conviction of a narcotics offense as defined in Educational Code 44011.

17.3 NOTICE TO UNIT MEMBER

- 17.3.1 The District shall give notice to any permanent unit member subject to disciplinary action prior to taking the disciplinary action. The Notice of Disciplinary Action shall be in writing, and shall contain the following information.
- 17.3.2 The specific charge(s) against the unit member, including a description of the conduct giving rise to the charge(s) and the specific cause(s) for discipline as described above.
- 17.3.3 A statement informing the unit member of his right to a pre-disciplinary/Skelly hearing before the District Superintendent or his/her designee, as required by Section 45113 of the California Education Code and other applicable laws.

17.4 DEMAND FOR HEARING

The Notice of Disciplinary Action shall be accompanied by a "Demand for Hearing" card or paper which the unit member may sign date and file with the District within ten (10) days. The Demand for Hearing is required by Section 45113 of the Educational Code and constitutes a denial of all charges.

The unit member's failure to file a Demand for Hearing within ten (10) days shall constitute a waiver of the unit member's right to a hearing before the District Superintendent or his/her designee, and shall constitute acceptance of the disciplinary action specified in the Notice of Disciplinary Action.

17.5 PRE-DISCIPLINARY/SKELLY HEARING

The pre-disciplinary or Skelly Hearing shall be before the District Superintendent or his/her designee, and shall constitute the hearing required by Section 45113 of the Education Code. The hearing shall be convened at a time mutually agreed to by the District and the unit member, the time which shall be not less than five (5) and not more than ten (10) days after the Demand for Hearing has been filed unless mutually agreed upon by both parties.

- 17.5.1 The unit member will attend his/her pre-disciplinary hearing and the unit member may bring a representative of his/her choice to the Skelly Hearing.

- 17.5.2 The unit member may elect to be represented by the Association, or the unit member may elect to represent himself/herself. The hearing shall be informal and the unit member shall have the opportunity to present to the Superintendent (or his/her designee) any relevant evidence in the form of a narrative presentation or documents relative to the disciplinary action of which the unit member received notice.
- 17.5.3 The Superintendent (or his/her designee) shall, within ten (10) days from the date of the hearing, decide whether the disciplinary action of which the unit member received notice shall be imposed, and if not, whether lesser disciplinary action shall be imposed, and shall thereafter give the unit member written notification of the decision and the reasons therefore.
- 17.5.4 The Association and the District agree that the parties may request the services of a California State Conciliation Service mediator within ten (10) days following written notice resulting from the Skelly Hearing to the Association. The right to request mediation shall be a mutual decision. The parties shall attempt to mediate a settlement to the discipline.
- 17.5.5 If no settlement can be reached in the mediation process or if no mediation was requested the unit member can file a request as stated below.

17.6 POST-DISCIPLINARY HEARING

A unit member may request a hearing before the Board of Trustees. The unit member may be represented by the Association at such Board of Trustees hearing. The request for such a hearing must be in writing, and it must be filed with the District Superintendent within fifteen (15) days after service on the unit member for the pre-disciplinary/Skelly hearing decision of the Superintendent or his/her designee as described above. The decision of the Board of Trustees shall be in writing, and shall contain the reasons for the decision. The decision shall be final.

17.7 EMERGENCY SITUATIONS

The District and the Association recognize that emergency situations involving the health and welfare of students and unit members can occur. If a unit member's presence on District facilities creates or has the potential of creating a danger or threat to the District's property or to the safety or health of students or unit members, including the unit member at issue, the District may immediately suspend without pay the unit member for a period not to exceed five (5) full days pending an investigation of the situation. After investigation, the unit member's conduct in creating an emergency situation may be used as the basis, in whole or in part, for disciplinary action as provided in this Article.

17.8 DRUG AND ALCOHOL TESTING (6/00)

- 17.8.1 An employee may be required to immediately undergo an alcohol and/or drug test if reasonably suspected of being under the influence of alcohol or abusing controlled substances during work hours.
- 17.8.2 For the purpose of this article, "reasonable suspicion" means a suspicion based on articulable observations by two or more pre-designated management employees concerning the employee's appearance, behavior, speech, body odors, or other factors indicating that the employee may be under the influence of alcohol or abusing controlled substances while on the job.
- 17.8.2.1 It is recognized that if an employee is suspected of working under the influence of alcohol or is abusing controlled substances, co-workers, parents or even students may observe articulable behavior. However, until that suspicion is reported to an on-site supervisor, the employee shall not be deemed for purposes of this article to be under suspicion. Once an on-site supervisor confirms his or her suspicion, he or she shall immediately call for confirmation of that suspicion from a second administrator. The preferred designation of administrators to assess and confirm suspicion

is shown on the next page. However, it is recognized that in the absence of the administrators filling the designated positions, another administrator may be assigned this duty.

17.8.3 For the purposes of this article, “during work hours” includes breaks and lunch breaks during the employee’s shift.

17.8.4 Any tests performed pursuant to this article shall be paid for by the District.

17.8.5 Refusal to submit to a test pursuant to this article and/or tampering with test results shall be considered insubordination.

17.8.6 Once a second management employee has confirmed his or her suspicion that an employee may be under the influence of alcohol or abusing controlled substances while on the job, the employee shall be deemed to be under suspicion and the following procedures shall be enforced.

- 1) The employee shall remain in the presence of at least one management employee until the testing has been completed.
- 2) At least one management employee rather than a family member or co-worker chosen by the employee shall transport the employee to the medical testing facility.

Job Classification	On-Site Supervisor	Confirming Supervisor
Day Custodian, Utility Custodian	Principal, Supervisor of Operations	Director of Maintenance and Operations, Assistant Superintendent of Business, Superintendent, Health Services Supervisor
Night Custodian	Principal, Supervisor of Operations	Director of Maintenance and Operations, Assistant Superintendent of Business, Superintendent, Health Services Supervisor
School Secretary, School Clerk, General Clerk, Library Clerks, Health Clerks	Principal, Vice Principal	Assistant Superintendent of Business, Assistant Superintendent of Education, Superintendent, Health Services Supervisor
Instructional Assistant	Principal, Vice Principal	Assistant Superintendent of Business, Assistant Superintendent of Education, Superintendent, Health Services Supervisor
All other department Secretaries and Clerks, Textbook Specialists	Immediate Supervisor	Assistant Superintendent of Business, Assistant Superintendent of Education, Superintendent, Health Services Supervisor
Food Service Workers and Food Service Managers	Director of Food Services, Supervisor of Food Services	Assistant Superintendent of Business, Superintendent, Health Services Supervisor
Food Service Drivers, Driver/Custodians	Director of Food Services, Supervisor of Food Services, Principal of School, Director of Maintenance/Operations	Assistant Superintendent of Business, Assistant Superintendent of Education, Superintendent, Health Services

		Supervisor
Warehouse Workers	Director of Maintenance & Operations, Supervisor of Operations, Assistant Superintendent of Education	Assistant Superintendent of Business, Superintendent, Health Services Supervisor
Technology Technicians	Technology Coordinator, Principal or Vice Principal	Assistant Superintendent of Business, Assistant Superintendent of Education, Superintendent, Health Services Supervisor
Maintenance Workers, Grounds Workers	Director of Maintenance & Operations, Principal or Vice Principal	Assistant Superintendent of Business, Superintendent, Health Services Supervisor

17.8.7 If testing reveals that the employee had a blood alcohol content between .02 and .039 during work hours, or if the employee admits to being under the influence of controlled substances or alcohol, the employee shall receive a written warning which shall be placed in his or her personnel file with a copy of the test results. In addition, the following shall apply:

- 1) The employee shall not be permitted to return to his or her work shift on the day of the test.
- 2) The employee shall be placed on paid administrative leave for any hours of missed work, commencing with the removal of the employee from work for the purpose of conducting the test.
- 3) The employee may be permitted to utilize sick leave, vacation leave, compensatory leave, or other available leave to earn pay during enrollment in a program.
- 4) The employee shall be referred to the district employee assistance program for counseling and other assistance so long as the district has this program in place.

17.8.8 A positive test for controlled substances must be a confirmation test approved by federal law which may include gas chromatography/mass spectrometry techniques showing one of the following:

- 1) 15 ng/ml (nanograms per milliliter of marijuana metabolite)
- 2) 150 ng/ml of cocaine metabolite
- 3) 300 ng/ml of either morphine or codeine
- 4) 25 ng/ml of phencyclidine; or
- 5) 500 ng/ml of amphetamine or methamphetamine; and the medical review officer must conclude that there is no legitimate explanation, such as prescribed medication, for the result.

17.8.9 No positive test for controlled substances shall be reported to the employer until after:

- 1) The medical review officer has contacted the employee directly, on a confidential basis, and given the employee an opportunity to discuss the test and results and the employee's medical history, including medication.
- 2) The medical review officer has given the employee, within seventy-two (72) hours of the employee's notification that the test was positive, an opportunity to request that the remainder of the split sample be tested by a different forensic laboratory, certified by the Department of Health and Human Services, and
- 3) The remainder of the split sample has been tested and found to be a positive, or the employee makes no timely request for such a test.

- 17.8.10 If the medical review officer concludes that there is a legitimate explanation for the positive test such as prescription or over-the-counter medication or a negative result in the test of the remainder of the split sample, the medical review officer must report the test to the employer as a negative test.
- 17.8.11 Employees will be subject to discipline for alcohol or controlled substance abuse only if:
- 1) The employee tests positive during the initial probation period;
 - 2) The employee fails to complete rehabilitation recommended by the substance abuse professional, or
 - 3) The employee tests positive again for alcohol or for controlled substances after a return to duty following completion of rehabilitation.
 - 4) This subsection relates only to the drug and alcohol testing provisions of this Agreement, Section 17.8 et seq., and does not limit the District's ability to discipline an employee for misconduct or unsatisfactory performance arising from drug and alcohol abuse.
- 17.8.12 All testing for alcohol shall be administered just before, during, or immediately after the employee's work shift.
- 17.8.13 Reasonable suspicion observations must be contemporaneous, i.e., they must be made just before, during or just after employee's workday.
- 17.8.14 All alcohol tests should be conducted within two (2) hours from the time a reasonable suspicion finding is made. In no event shall such alcohol testing be conducted after eight (8) hours from the time a reasonable suspicion finding is made.
- 17.8.15 No supervisor who makes the reasonable suspicion observations can conduct tests or participate in the collection or chain of custody of any specimen for testing.
- 17.8.16 Training
- The district shall ensure that each supervisor, CSEA representative, or other appropriate district official responsible for determining whether reasonable suspicion exists to require an employee to undergo testing shall receive training on the misuse of alcohol and the use of controlled substances.
- 17.8.17 The parties agree to treat all test results as confidential medical records.
- 17.8.18 The employer shall not question an employee concerning the use of alcohol or controlled substance without first informing the employee of the right to have a union representative throughout the questioning. If the employee then request union representation, no such questioning shall occur in the absence of the union representative unless the employee cannot secure union representation if immediate questioning is necessary. The employer shall not use any information obtained in violation of this paragraph in any action against the employee unless the employee is responsible for the violation.
- 17.8.19 Notwithstanding the grievance process contained in this agreement, an allegation that the District did not comply with the provisions of this article shall not be grievable if the District institutes a dismissal action against the employee. The purpose of this paragraph is to avoid duplication of proceedings in a dismissal action. However, such an allegation may be raised as a defense in the course of the dismissal proceedings. (6/00)

ARTICLE XVIII: UNIFORMS

The District will provide uniforms for the custodial, maintenance, grounds, technology and warehouse personnel.

ARTICLE XIX: CONTRACTING OUT

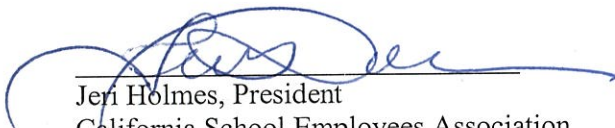
The District agrees that it will not contract out work which has been customarily and routinely performed by employees in the bargaining unit, which will result in the reduction in regular hours or wages of bargaining unit employees, or which will result in the loss of employment or layoff of employees in the bargaining unit, except by mutual agreement between the Board of Trustees and CSEA.

ARTICLE XX: TERM

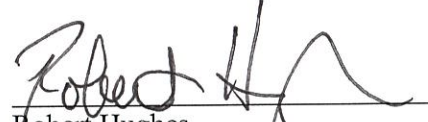
- 20.0 This Contract shall become effective on July 1, 2023, upon ratification by the Association and the Board of Trustees. The contract shall remain in force and effective until June 30, 2026 until it is negotiated, changed and ratified by both parties.
- 20.1 All Articles addressed in this contract shall remain Status Quo. Any modifications may only be done through the negotiations process between the Association and the District.
- 20.2 It is both parties' intent to have a successor agreement in place no later than July 1, 2026.
- 20.3 There shall be re-openers each year and those re-openers shall be salary, health and welfare and two articles each from the District and the Association or as mutually agreed between the parties.
- 20.4 Negotiations on re-openers shall begin no later than May 30 of the preceding school year. Proposals shall be submitted by March 1.

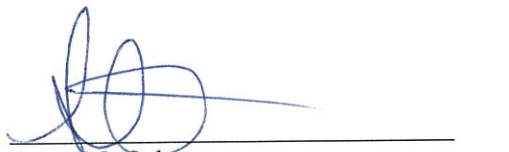
DATE: 11/21/2022

FOR THE ASSOCIATION:


Jeri Holmes, President
California School Employees Association
Chapter 398 President

FOR THE DISTRICT:


Robert Hughes
Deputy Superintendent
Westside Union School District


Anna M. Osborn
Labor Relations Representative
California School Employees Association

APPENDIX

SALARY SCHEDULES	65
CALENDARS.....	67
UNIT DESCRIPTION BY FAMILY	76
FORMS:	
GRIEVANCE FORMS (ARTICLE viii)	77
SPECIAL EDUCATION STIPEND (ARTICLE 7.6)	82
TRANSFER FORMS (ARTICLE X)	83
PERSONAL NECESSITY FORM (ARTICLE 11.3).....	85
CATASTROPHIC LEAVE (ARTICLE XI).....	86
EVALUTATION FORM (ARTICLE XII).....	87
PAYROLL DEDUCTION FORMS (ARTICLE XIII): SEE PAYROLL DEPARTMENT	
PROFESSIONAL GROWTH (ARTICLE XV)	89
EMPLOYEE APPLICATION UPDATE	90
BEREAVEMENT	91
VACATION REQUEST	92

2023-24 SALARY SCHEDULE CLASSIFIED HOURLY

Salary Schedule = Z		Salary Range										Range 1	Range 2	Range 3	Range 4	Range 5	Range 6	Range 7
Class	Position	Days	Basis	I	II	III	IV	V	VI	11th Year* VII	16th Year* VIII	20th Year* IX	25th Year* X	30th Year* XI	35th Year* XII	40th Year* XIII		
Assistant I	Child Nutrition	206	Hourly	16.48	17.26	18.10	19.02	19.93	20.90	21.95	23.04	24.19	25.40	26.67	28.01	29.41		
Assistant II	Child Nutrition	206	Hourly	16.96	17.84	18.71	19.65	20.63	21.68	22.76	23.90	25.10	26.35	27.67	29.05	30.51		
Assistant III	Child Nutrition	206	Hourly	17.81	18.69	19.65	20.63	21.67	22.73	23.87	25.06	26.31	27.63	29.01	30.46	31.98		
Clerk I	General	218	Hourly	18.78	19.76	20.71	21.74	22.84	23.99	25.19	26.45	27.77	29.16	30.62	32.15	33.76		
	Tech. Assistant	238	Hourly															
	Dept.	227.5																
	Dept. / School	206																
	Dept. / School / Attendance	218																
Clerk II	Food Service	208	Hourly	20.18	21.19	22.25	23.35	24.53	25.76	27.05	28.40	29.82	31.31	32.88	34.52	36.25		
Clerk III	Health	218	Hourly	20.74	21.77	22.85	24.01	25.24	26.48	27.80	29.19	30.65	32.19	33.80	35.49	37.26		
Clerk IV	Library	208	Hourly	20.20	21.23	22.28	23.42	24.55	25.80	27.09	28.44	29.87	31.36	32.93	34.57	36.30		
Campus Assistant	Campus Climate Asst.	208	Hourly	16.05	16.88	17.70	18.59	19.53	20.53	21.56	22.63	23.77	24.95	26.20	27.51	28.89		
Instr Asst - PreK	PreK - General Ed.	208	Hourly	15.64	16.43	17.23	18.10	19.01	19.95	20.95	21.99	23.09	24.25	25.46	26.73	28.07		
Instr Asst I	General Education	208	Hourly	16.48	17.31	18.16	19.07	20.01	21.05	22.10	23.21	24.37	25.59	26.87	28.21	29.62		
	Computer Lab																	
	Alt-Ed																	
	Bi-Lingual																	
Instr Asst II	Special Education	208	Hourly	17.28	18.16	19.05	19.99	21.02	22.07	23.17	24.33	25.55	26.83	28.17	29.58	31.05		
Instr Asst III	Special Education	208	Hourly	18.16	19.05	20.00	21.02	22.07	23.14	24.30	25.51	26.79	28.13	29.53	31.01	32.56		
PreK Instructor	PreK - General Ed.	208	Hourly	18.58	19.50	20.47	21.50	22.57	23.71	24.90	26.14	27.45	28.82	30.26	31.77	33.36		
Manager I	Child Nutrition	208	Hourly	18.69	19.62	20.63	21.67	22.72	23.85	25.04	26.29	27.61	28.99	30.44	31.96	33.56		
Manager II	Child Nutrition	208	Hourly	23.22	24.37	25.60	26.88	28.24	29.64	31.12	32.68	34.31	36.03	37.83	39.72	41.71		
Coordinator I	Child Nutrition	218	Hourly	24.98	26.22	27.52	28.91	30.37	31.92	33.52	35.19	36.95	38.80	40.74	42.78	44.91		
Coordinator II	School Office	227.5	Hourly	24.98	26.22	27.52	28.91	30.37	31.92	33.52	35.19	36.95	38.80	40.74	42.78	44.91		
General Secretary I	School	227.5	Hourly	23.49	24.67	25.90	27.19	28.52	29.97	31.47	33.04	34.69	36.43	38.25	40.16	42.17		
Specialist I	Textbook	238	Hourly	21.84	22.95	24.09	25.30	26.55	27.88	29.27	30.74	32.27	33.89	35.58	37.36	39.23		
Specialist II	Instr Media	238	Hourly	27.33	28.68	30.14	31.61	33.22	34.83	36.57	38.40	40.32	42.34	44.45	46.68	49.01		
Technician I	LVN	218	Hourly	26.58	27.91	29.31	30.81	32.32	33.94	35.64	37.42	39.29	41.25	43.32	45.48	47.76		
Crossing Guard	... held with another CSEA covered position	208	Hourly	15.57	16.36	17.18	18.02	18.95	19.90	20.90	21.94	23.04	24.19	25.40	26.67	28.00		
Playground Supervisor		208	Hourly	15.57	16.36	17.18	18.02	18.95	19.90	20.90	21.94	23.04	24.19	25.40	26.67	28.00		

Non-Bargaining Unit Positions:																
Crossing Guard		198	Hourly	15.57	16.36	17.18	18.02	18.95	19.90	20.90	21.94	23.04	24.19	25.40	26.67	28.00
Playground Supervisor		198	Hourly	15.57	16.36	17.18	18.02	18.95	19.90	20.90	21.94	23.04	24.19	25.40	26.67	28.00

* This longevity step is available in the course of natural progression for all years served in the district, regardless of assignment

** Minimum Wage Laws supersede salary schedule rates and will be adhered to in the case where salaries noted on the schedule are below Minimum Wage.

66

2023-24 CLASSIFIED MONTHLY

Effective: 7/1/2023

Board Approved: 11/15/2022

Effective: 7/1/2023

WESTSIDE UNION SCHOOL DISTRICT 2023-2024

Applicable Positions:

- Crossing Guard
- Playground Supervisors

H = Legal Holiday	
Labor Day	4-Sep
Veteran's Day	10-Nov
Lincoln's Day*	22-Nov
Thanksgiving	23-Nov
Martin Luther King	15-Jan
Presidents' Day	19-Feb
Memorial Day	27-May

*Holiday observed on 11/22/23 in lieu of 2/12/24

FH = Floating Holiday
L = Local Holiday
v = Vacation
w = Work Day
x = Non Work Day

	Non Student Day (Teachers present)
	First Day of Term Q/S
	Last Day of Quarter
	First/Last Day of School

Non-Teacher Work Days:
 July 1-31, Aug. 1, Oct. 9, 2023
 November 20-24, 2023
 December 25, 2023-January 15, 2024
 March 18-29, 2024

First Day of School: August 7, 2023
Last Day of School: June 7, 2024

[illegible]

Minimum Days: 8/7-8 & 28, 11/27, 12/4 & 22, 1/16, 3/15, 6/6-7

End of Quarters/Semesters:	Oct. 6,	Dec 22,	Mar 15,	June 7
1999				
2000				
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2100				

2024 Summer Intercession Window: June 10, 2024 - July 31, 2024

WESTSIDE UNION SCHOOL DISTRICT 2023-2024

	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	Work days	HOL	VAC
July	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	0	0	0
Aug	x	x	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	9	0	0
Sept	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	12	0	0
Oct	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	10	1	0
Nov	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	10	0	0
Dec	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	6	3	0
Jan	H	L	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	0	3	0
Feb	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	11	0	0
Mar	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	9	1	0
April	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	11	0	0
May	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	11	0	0
June	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	5	0	5
206																							
TOTAL DAYS																							

Minimum Days: 8/7-8 & 28, 11/27, 12/4 & 22, 1/16, 3/15, 6/6-7

End of Quarters/Semesters: Oct. 6, Dec 22, Mar 15, June 7

2024 Summer Intersession Window: June 10, 2024 - July 31, 2024

Applicable Positions:
•Child Nutrition Asst. I & II

H = Legal Holiday	4-Jul
Independence Day	4-Sep
Labor Day	10-Nov
Veteran's Day	22-Nov
Lincoln's Day*	23-Nov
Thanksgiving	25-Dec
Christmas	1-Jan
New Years	15-Jan
Martin Luther King	19-Feb
Presidents' Day	29-Mar
Spring Holiday	27-May
Memorial Day	

*Holiday observed on 11/22/23 in lieu of 2/12/24

FH = Floating Holiday
L = Local Holiday
V = Vacation
W = Work Day
X = Non Work Day

Non Student Day (Teachers present)
First Day of Term Q/S
Last Day of Quarter
First/Last Day of School

Non-Teacher Work Days:

July 1-31, Aug. 1, Oct. 9, 2023
November 20-24, 2023
December 25, 2023-January 15, 2024
March 18-29, 2024

First Day of School: August 7, 2023
Last Day of School: June 7, 2024

WESTSIDE UNION SCHOOL DISTRICT 2023-2024

	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	Work days	HOL	VAC
July	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	0	0	0
Aug	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	11	0	0
Sept	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	12	0	0
Oct	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	10	1	0
Nov	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	10	0	0
Dec	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	11	0	0
Jan	H	L	x	x	x	x	x	x	x	x	H	w	w	w	w	w	w	w	w	w	0	3	0
Feb	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	12	0	0
Mar	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	11	0	0
April	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	0	1	0
May	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	11	0	0
June	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	11	1	0
																					5	0	5
																					0	0	5
																					184	14	10
																					208 TOTAL DAYS		

Minimum Days: 8/7-8 & 28, 11/27, 12/4 & 22, 1/16, 3/15, 6/6-7

End of Quarters/Semesters: Oct. 6, Dec 22, Mar 15, June 7

2024 Summer Intersession Window: June 10, 2024 - July 31, 2024

Applicable Positions:
Instructional Assistant I, II, III

H = Legal Holiday	4-Jul
Independence Day	4-Sep
Labor Day	10-Nov
Veteran's Day	22-Nov
Lincoln's Day*	23-Nov
Thanksgiving	25-Dec
Christmas	1-Jan
New Years	15-Jan
Martin Luther King	19-Feb
Presidents' Day	29-Mar
Spring Holiday	27-May
Memorial Day	

*Holiday observed on 11/22/23 in lieu of 2/12/24

FH = Floating Holiday

L = Local Holiday

v = Vacation

w = Work Day

x = Non Work Day

Non Student Day (Teachers present)

First Day of Term Q/S

Last Day of Quarter

First/Last Day of School

Non-Teacher Work Days:

July 1-31, Aug. 1, Oct. 9, 2023

November 20-24, 2023

December 25, 2023-January 15, 2024

March 18-29, 2024

First Day of School: August 7, 2023

Last Day of School: June 7, 2024

2023-2024 Calendar Classified

208 Days

WESTSIDE UNION SCHOOL DISTRICT 2023-2024

	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	Work days	HOL	VAC
July	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	0	0	0
Aug	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	11	0	0
Sept	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	12	0	0
Oct	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	10	1	0
Nov	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	10	0	0
Dec	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	11	0	0
Jan	H	L	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	5	3	0
Feb	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	11	0	0
Mar	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	9	1	0
April	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	11	0	0
May	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	11	0	0
June	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	5	0	5

Minimum Days: 8/7-8 & 28, 11/27, 12/4 & 22, 1/16, 3/15, 6/6-7

End of Quarters/Semesters: Oct. 6, Dec 22, Mar 15, June 7

2024 Summer Intersession Window: June 10, 2024 - July 31, 2024

208	184	14	10
TOTAL DAYS			

- Applicable Positions:**
- Library Clerk
 - Technician I
 - Campus Climate Assistant

H = Legal Holiday	4-Jul
Independence Day	4-Sep
Labor Day	10-Nov
Veteran's Day	22-Nov
Lincoln's Day*	23-Nov
Thanksgiving	25-Dec
Christmas	1-Jan
New Years	15-Jan
Martin Luther King	19-Feb
Presidents' Day	29-Mar
Spring Holiday	27-May
Memorial Day	

*Holiday observed on 11/22/23 in lieu of 2/12/24

- FH = Floating Holiday
L = Local Holiday
v = Vacation
w = Work Day
x = Non Work Day

- Non Student Day (Teachers present)
First Day of Term Q/S
Last Day of Quarter
First/Last Day of School

Non-Teacher Work Days:
July 1-31, Aug. 1, Oct. 9, 2023
November 20-24, 2023
December 25, 2023-January 15, 2024
March 18-29, 2024

First Day of School: August 7, 2023
Last Day of School: June 7, 2024

2023-2024 Calendar Classified
208A Days

WESTSIDE UNION SCHOOL DISTRICT 2023-2024

Applicable Positions:
•Child Nutrition Clerk & Manager I & II

H = Legal Holiday	
Independence Day	4-Jul
Labor Day	4-Sep
Veteran's Day	10-Nov
Lincoln's Day*	22-Nov
Thanksgiving	23-Nov
Christmas	25-Dec
New Years	1-Jan
Martin Luther King	15-Jan
Presidents' Day	19-Feb
Spring Holiday	29-Mar
Memorial Day	27-May

*Holiday observed on 11/22/23 in lieu of 2/12/24

FH = Floating Holiday

L = Local Holiday

v = Vacation

 $w = \text{Work Day}$

y = Non Work Day

✕ = NOT WORK DAY

Non Student Day (Teachers present)

First Day of Term Q/S

Last Day of Quarter

First/Last Day of School

Non-Teacher Work Days:

July 1-31, Aug. 1, Oct. 9, 2023

November 20-24, 2023

December 25 2023-January 15 2024

March 18-29 2024

First Day of School: August 7, 2023

Last Day of School: June 7, 2024

	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	Work days	HOL	VAC
July	x	x	x	x	x			x	x	x	x	x										0	0	0
	3	4	5	6	7																	1-15		
																						0	0	0
Aug	x	w	w	w				w	w	w	w											0	0	0
	1	2	3	4				7	8	9	10	11										10	0	0
																						0	0	0
Sept	w																					10	1	0
	1							4	5	6	7	8										10	0	0
																						10	0	0
Oct	w	w	w	w				x	x	x	x											5	0	0
	2	3	4	5	6			9	10	11	12	13										5	0	0
																						10	0	0
Nov	w	w						w	w	w	w	H										10	1	0
	1	2	3					6	7	8	9	10	13	14	15							10	1	0
																						6	3	0
Dec	w							w	w	w	w	w										11	0	0
	1							4	5	6	7	8										11	0	0
																						12	0	0
Jan	H	L	x	x	x			x	x	x	x	x										5	3	0
	1	2	3	4	5			8	9	10	11	12	15									5	3	0
																						12	0	0
Feb	w							w	w	w	w	w										11	0	0
	1	2						5	6	7	8	9										9	1	0
																						9	1	0
Mar	w							w	w	w	w	w										11	0	0
	1							4	5	6	7	8										11	0	0
																						0	1	0
April	w							w	w	w	w	w										11	0	0
	1	2	3	4	5			8	9	10	11	12	15									11	0	0
																						11	0	0
May	w							w	w	w	w	w										11	0	0
	1	2	3					6	7	8	9	10	13	14	15							11	0	0

Minimum Days: 8/7-8 & 28, 11/27, 12/4 & 22, 1/16, 3/15, 6/6-7

End of Quarters/Semesters: Oct. 6, Dec 22, Mar 15, June 7

2024 Summer Intercession Window: June 10, 2024 - July 31, 2024

WESTSIDE UNION SCHOOL DISTRICT 2023-2024

	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	Workdays	HOL
July	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	0	0
Aug	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	3	0
Sept	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	10	1
Oct	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	10	0
Nov	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	10	0
Dec	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	11	0
Jan	H	L	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	5	3
Feb	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	11	0
Mar	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	11	0
April	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	4	1
May	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	11	0
June	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	w	10	0
Minimum Days: 8/7-8 & 28, 11/27, 12/4 & 22, 1/16, 3/15, 6/6-7	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	1	0
End of Quarters/Semesters: Oct. 6, Dec 22, Mar 15, June 7	204	204	204	204	204	204	204	204	204	204	204	204	204	204	204	204	204	204	204	204	204	204	204
2024 Summer Intersession Window: June 10, 2024 - July 31, 2024	218	218	218	218	218	218	218	218	218	218	218	218	218	218	218	218	218	218	218	218	218	218	218

Applicable Positions:

- Clerk I, General
- Clerk II, School
- Clerk III, Health
- (All clerical, general, health)
- LVN

H = Legal Holiday

Independence Day	4-Jul
Labor Day	4-Sep
Veteran's Day	10-Nov
Lincoln's Day*	22-Nov
Thanksgiving	23-Nov
Christmas	25-Dec
New Years	1-Jan
Martin Luther King	15-Jan
Presidents' Day	19-Feb
Spring Holiday	29-Mar
Memorial Day	27-May

*Holiday observed on 11/22/23 in lieu of 2/12/24

FH = Floating Holiday

L = Local Holiday

v = Vacation

w = Work Day

x = Non Work Day

Non Student Day (Teachers present)

First Day of Term Q/S

Last Day of Quarter

First/Last Day of School

Non-Teacher Work Days:

July 1-31, Aug. 1, Oct. 9, 2023
November 20-24, 2023
December 25, 2023-January 15, 2024
March 18-29, 2024

First Day of School: August 7, 2023
Last Day of School: June 7, 2024

2023-2024 Calendar Classified
218 Days

WESTSIDE UNION SCHOOL DISTRICT 2023-2024

	M T W T h F S S														M T W T h F S S														Workdays		HOL
July	x	x	x	x	x	x	x	x	x	x	x	x	x	x															July	0	0
	3	4	5	6	7																								1-15		
Aug																													16-31	11	0
	w	w	w	w	w	w	w	w	w	w	w	w	w	w															Aug		
Sept	1	2	3	4	7	8	9	10	11	14	15																		1-15	11	0
																													16-31	12	0
Oct	w	w	w	w	w	w	w	w	w																				Sept	10	1
																													1-15		
Nov	w	w	w	w	w																								16-30	10	0
	2	3	4	5	6	w	w	w	w																				Oct		
Dec																													1-15	10	0
																													16-31	12	0
Jan																													Nov	10	1
																													1-15		
Feb																													16-30	6	3
																													Dec		
Mar																													1-15	11	0
																													16-31	5	3
April	H	L	x	x	x	x	x	x	w	w																			Jan		
	1	2	3	4	5	8	9	10	11	12	15																		1-15	2	3
May																													16-31	12	0
																													Feb		
June																													1-15	11	0
																													16-28	9	1
July																													Mar		
																													1-15	11	0
Aug																													16-31	4	1
																													April		
Sept	w	w	w	w	w	w	w	w	w																				1-15	11	0
	1	2	3	4	5	8	9	10	11	12	15																		16-31	11	0
Oct																													May		
																													1-15	11	0
Nov																													16-31	11	0
																													June		
Dec																													1-15	10	0
																													16-30	2	0

Minimum Days: 8/7-8 & 28, 11/27, 12/4 & 22, 1/16, 3/15, 6/6-7

End of Quarters/Semesters: Oct. 6, Dec 22, Mar 15, June 7

2024 Summer Intersession Window: June 10, 2024 - July 31, 2024

227.5	213	14	TOTAL DAYS
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Applicable Positions:
 •School Secretary
 •School Office Coordinator II

Independence Day	4-Jul
Labor Day	4-Sep
Veteran's Day	10-Nov
Lincoln's Day*	22-Nov
Thanksgiving	23-Nov
Christmas	25-Dec
New Years	1-Jan
Martin Luther King	15-Jan
Presidents' Day	19-Feb
Spring Holiday	29-Mar
Memorial Day	27-May

*Holiday observed on 11/22/23 in lieu of 2/12/24

FH = Floating Holiday
 L = Local Holiday
 v = Vacation
 w = Work Day
 x = Non Work Day

Non Student Day (Teachers present)
 First Day of Term Q/S
 Last Day of Quarter
 First/Last Day of School

Non-Teacher Work Days:
 July 1-31, Aug. 1, Oct. 9, 2023
 November 20-24, 2023
 December 25, 2023-January 15, 2024
 March 18-29, 2024

First Day of School: August 7, 2023
 Last Day of School: June 7, 2024

WESTSIDE UNION SCHOOL DISTRICT 2023-2024

	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	Workdays	HOL	
July	W	H	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	July 1-15	9	1
	3	4	5	6	7						W	W	W	W	W	W	W	W	W	W	W	W	W	W	16-31	11	0	
Aug	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	Aug 1-15	11	0	
	1	2	3	4	7	8	9	10	11	14	15		W	W	W	W	W	W	W	W	W	W	W	W	16-31	12	0	
Sept						W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	Sept 1-15	10	1	
	W	1	4	5	6	7	8				W	W	W	W	W	W	W	W	W	W	W	W	W	W	16-30	10	0	
Oct	W	W	W	W	W	W	W	W	W	W															Oct 1-15	10	0	
	2	3	4	5	6						W	W	W	W	W	W	W	W	W	W	W	W	W	W	16-31	12	0	
Nov		W	W	W	W	W	W	W	W	H	W	W	W	W	W	W	W	W	W	W	W	W	W	W	Nov 1-15	10	1	
	1	2	3				6	7	8	9	10	13	14	15		W	W	W	W	W	W	W	W	W	16-30	8	3	
Dec						W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	Dec 1-15	11	0	
	1	4	5	6	7	8					11	12	13	14	15		W	W	W	W	W	W	W	W	16-31	5	3	
Jan	H	L	X	X	X	X	W	W	W	W	W	W	W	W	W	H									Jan 1-15	4	3	
	1	2	3	4	5		8	9	10	11	12	15				W	W	W	W	W	W	W	W	W	16-31	12	0	
Feb		W	W	1	2	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	Feb 1-15	11	0	
	3	6	7	8	9											H	W	W	W	W	W	W	W	W	16-28	9	1	
Mar		W	1			W	W	W	W	W	W	W	W	W	W										Mar 1-15	11	0	
							4	5	6	7	8					X	X	X	X	X	X	X	X	H	16-31	0	1	
April	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	April 1-15	11	0	
	1	2	3	4	5		8	9	10	11	12	15				W	W	W	W	W	W	W	W	W	16-30	11	0	
May		W	W	W	W	W	W	W	W	W	W	W	W	W	W										May 1-15	11	0	
	1	2	3				6	7	8	9	10	13	14	15		W	W	W	W	W	W	W	W	W	16-31	11	1	
June	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	June 1-15	10	0	
	3	4	5	6	7		10	11	12	13	14					X	X	X	X	X	X	X	X	X	16-30	3	0	

Minimum Days: 8/7-8 & 28, 11/27, 12/4 & 22, 1/16, 3/15, 6/6-7	223	15
End of Quarters/Semesters: Oct. 6, Dec 22, Mar 15, June 7	238	TOTAL DAYS
2024 Summer Intercession Window: June 10, 2024 - July 31, 2024		

Applicable Positions:
●IT Tech Assistant I

H = Legal Holiday	4-Jul
Independence Day	4-Sep
Labor Day	10-Nov
Veteran's Day	22-Nov
Lincoln's Day*	23-Nov
Thanksgiving	25-Dec
Christmas	1-Jan
New Years	15-Jan
Martin Luther King	19-Feb
Presidents' Day	29-Mar
Spring Holiday	27-May
Memorial Day	

*Holiday observed on 11/22/23 in lieu of 2/12/24

FH = Floating Holiday
L = Local Holiday
v = Vacation
w = Work Day
x = Non Work Day

Non Student Day (Teachers present)
First Day of Term Q/S
Last Day of Quarter
First/Last Day of School

Non-Teacher Work Days:
July 1-31, Aug. 1, Oct. 9, 2023
November 20-24, 2023
December 25, 2023-January 15, 2024
March 18-29, 2024

First Day of School: August 7, 2023
Last Day of School: June 7, 2024

	M T W Th F M T W Th																							
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Minimum Days: 8/7-8 & 28, 11/27, 12/4 & 22, 1/16, 3/15, 6/6-7

End of Quarters/Semesters: Oct. 6, Dec 22, Mar 15, June 7

2024 Summer Intersession Window: June 10, 2024 - July 31, 2024

Applicable Positions:

- Admin Sec.
- Clerk, Department
- Confidential
- Custodian
- Driver/Custodian
- Grounds Worker
- Maintenance
- Receptionist
- Specialist/Registrar
- Technician

H = Legal Holiday

Independence Day	4-Jul
Labor Day	4-Sep
Veteran's Day	10-Nov
Lincoln's Day*	22-Nov
Thanksgiving	23-Nov
Christmas	25-Dec
New Years	1-Jan
Martin Luther King	15-Jan
Presidents' Day	19-Feb
Spring Holiday	29-Mar
Memorial Day	27-May

*Holiday observed on 11/22/23 in lieu of 2/12/24

FH = Floating Holiday

L = Local Holiday

v = Vacation

w = Work Day

x = Non Work Day

Non Student Day (Teachers present)

First Day of Term Q/S

Last Day of Quarter

First/Last Day of School

Non-Teacher Work Days:

July 1-31, Aug. 1, Oct. 9, 2023

November 20-24, 2023

December 25, 2023-January 15, 2024

March 18-29, 2024

First Day of School: August 7, 2023

Last Day of School: June 7, 2024

UNIT DESCRIPTION BY FAMILY

Instructional Assistant		Clerk		Custodial	
Instructional Assistant I		Clerk 1	General	Custodian 1 – Day/Night	
Instructional Assistant II		Clerk II	Tech Assistant	Custodian II –	
			Department (227 days)	Custodian/Utility	
			Department (206 days)		
			Department (218 days)		
			Department (260 days)		
		Clerk III	Health		
		Clerk IV	Library		
Food Service		Grounds		Maintenance	
Assistant I		Grounds Worker 1		Worker 1	Maintenance
Assistant II					Warehouse
Assistant III				Worker II	Maintenance
Manager I				Worker IV	Electrician
Manager II					HVAC
Driver/Custodian					Maintenance
Receptionist		Secretary		Specialist	
District		Admin Secretary 1		Specialist I	Textbook
		General Secretary		Specialist II	Credential
		School Office Coordinator II			Payroll
Technician					
Technician I	Computer				
	Development				
Technician II	Information				
	Specialist				
	Network				
	Manager				

NOTE TO GRIEVANT: *This form is to be used pursuant to Article 8.1 of the agreement between the Westside Union School District and CSEA, Chapter 398. Complete this form. Keep a copy for yourself and submit the other to your immediate supervisor. This form must be completed in ink, or typewritten. All entries must be legible. This form must be submitted within 20 days of the occurrence of the act or omission giving rise to the alleged grievance, or within 20 days of when you could reasonably have known of the occurrence of the act or omission giving rise to the alleged grievance.*

- 1 Full Name of Grievant _____
- 2 Work Location _____
- 3 Date on which alleged grievance occurred _____
- 4 Specific section of contract allegedly violated: _____ Page: _____ Article: _____
- 5 Describe what occurred that leads you to believe that a violation of the contract exists:
- _____
- _____
- 6 Describe the specific remedy you are seeking. _____
- _____
- _____
- 7 Signature of Grievant _____ Date: _____

NOTE TO SUPERVISOR: *Upon receipt of this form, note the time and day of receipt. After investigation choose one of the responses below and fill out the information completely. Sign and date the response below. Keep one copy for your files, and send one copy to the grievant within 10 days of receipt of the grievance.*

- ☐ The issue is not grievable
- ☐ The issue is grievable. However, I cannot identify appropriate corrective action as you have requested
- ☐ The issue is grievable. The following corrective action has been or will be taken in order to address the grievance.
- _____
- _____
- _____
- _____

Immediate Supervisor's Signature
E-106 2'4'00

Date: _____

NOTE TO GRIEVANT: This form is to be used pursuant to Article 8.2 of the agreement between the Westside Union School District and CSEA, Chapter 398. Complete this form. Keep a copy for yourself and submit the other to your immediate supervisor. This form must be completed in ink, or typewritten. All entries must be legible. This form must be submitted within 10 days of the receiving a Level 1 response. Attach a copy of the Level 1 Grievance form including the supervisor's response.

1 Full Name of Grievant _____

2 Work Location _____

3 Date on which alleged grievance occurred _____

4 Specific section of contract allegedly violated: _____ Page: _____ Article: _____

5 Describe what occurred that leads you to believe that a violation of the contract exists: _____

6 Describe the specific remedy you are seeking. _____

7 If your supervisor has proposed corrective action, and that action is not acceptable to you, describe why: _____

Signature of Grievant: _____ Date: _____

NOTE TO SUPERVISOR: Upon receipt of this form, note the time and day of receipt. After review of the paper work, schedule a conference within 10 days of receipt of this form. All parties may be represented at this conference. Following the conference, fill out the information below and return it to the Grievant within 10 days of the conference date. Copies are to be sent to the Grievant and any association representative involved at the request of the grievant.

1 Date of conference was held: _____

2 Present at the conference in addition to the Grievant: _____

3 Describe the concerns of the Grievant over and above what is noted on this form. _____

4 Enter your response to the grievance. _____

(Note that any remedy agreed upon must be enacted within ten (10) days of the issuance of this response.)

Immediate Supervisor's Signature _____ Date _____

NOTE TO GRIEVANT: This form is to be used pursuant to Article 8.3 of the agreement between the Westside Union School District and CSEA, Chapter 398. Complete this form. Keep a copy for yourself and submit the other to the Superintendent. This form must be completed in ink, or typewritten. All entries must be legible. This form must be submitted within 10 days of receiving a Level 2 response. Attach a copy of the Level 1 and Level 2 Grievance forms including the supervisor's response.

1 Full Name of Grievant _____

2 Work Location _____

3 Date on which alleged grievance occurred _____

4 Specific section of contract allegedly violated: _____ Page: _____ Article: _____

5 Describe why you are appealing the decision of your immediate supervisor: _____

6 Describe the specific remedy you are seeking. _____

7 If your supervisor has proposed corrective action, and that action is not acceptable to you, describe why: _____

Signature of Grievant: _____ Date: _____

NOTE TO SUPERVISOR: Upon receipt of this form, note the time and day of receipt. After review of the paper work, schedule a conference within 10 days of receipt of this form. All parties may be represented at this conference. Following the conference, fill out the information below and return it to the Grievant within 10 days if the conference date. Copies are to be sent to the Grievant, supervisor and any association representative involved at the request of the Grievant.

5 Date of conference was held: _____

6 Present at the conference in addition to the Grievant: _____

7 Describe the concerns of the Grievant over and above what is noted on this form. _____

8 Enter your response to the grievance. _____

(Note that any remedy agreed upon must be enacted within ten (10) days of the issuance of this response.)

Superintendent/Designee Signature _____ Date _____

PE-110 1'27'00

NOTE TO GRIEVANT: This form is to be used pursuant to Article 8.4 of the agreement between the Westside Union School District and CSEA, Chapter 398. Complete this form. Keep a copy for yourself and submit the other to the Superintendent. This form must be completed in ink, or typewritten. All entries must be legible. This form must be submitted within 10 days of receiving a Level 3 response. Attach a copy of the Levels 1, 2 and 3 Grievance forms including the administrative responses.

- 1 Full Name of Grievant _____
- 2 Work Location _____
- 3 Date on which alleged grievance occurred _____
- 4 Specific section of contract allegedly violated: _____ Page: _____ Article: _____
- 5 Describe why you are appealing the decision of the superintendent/designee: _____

- 6 Describe the specific remedy you are seeking. _____

- 7 If corrective action has been proposed, and that action is not acceptable to you, describe why: _____

- 8 Signature of Grievant _____ Date: _____

NOTE TO SUPERINTENDENT: Upon receipt of this form, note the time and day of receipt. At the next meeting of the Board of Trustees, the Board must act to request the State Mediation and Conciliation Service to provide a panel of 5 names from which an arbitrator shall be selected. See Article 8.4 of the agreement for further details. The Board shall render its decision insofar as possible within 60 days of receipt of the fact-finding report.

- 1 Date Board took action to direct administration to seek an arbitrator _____
- 2 Arbitrator Selected _____ Date: _____
- 3 Date Fact-Finding Report Received _____
- 4 Date of final board action _____
- 5 Final Decision by Board of Trustees. _____

Superintendent's Signature _____ Date: _____

NOTE TO GRIEVANT: This form is to be used pursuant to Article 8.5 of the agreement between the Westside Union School District and CSEA, Chapter 398. Complete this form. Keep a copy for yourself and submit the other to the Superintendent. This form must be completed in ink, or typewritten. All entries must be legible. This form must be submitted within 10 days of conclusion of mediation. Attach a copy of the Levels 1, 2, 3 and 4 Grievance forms including the responses.

1 Full Name of Grievant _____

2 Work Location _____

3 Date on which alleged grievance occurred _____

4 Specific section of contract allegedly violated: _____ Page: _____ Article: _____

5 Describe why you are appealing the decision of the mediation:

6 Describe the specific remedy you are seeking.

7
If corrective action has been proposed, and that action is not acceptable to you, describe why:

8 Signature of Grievant _____ Date: _____

NOTE TO SUPERINTENDENT: Upon receipt of this form, note the time and day of receipt. At the next meeting of the Board of Trustees, the Board must act to request the State Mediation and Conciliation Service to provide a panel of 5 names from which an arbitrator shall be selected. See Article 8.5 of the agreement for further details. The Board shall render its decision insofar as possible within 60 days of receipt of the fact-finding report.

1 Date Board took action to direct administration to seek an arbitrator _____

2 Arbitrator Selected _____ Date: _____

3 Date of Fact-Finding Report Received _____

4 Date of final board action _____

5 Final Decision by Board of Trustees. _____

Superintendent's Signature _____ Date: _____

CLASSIFIED
REQUEST FOR SPECIAL EDUCATION STIPEND

Employee Name: _____ Today's Date: _____

Position # _____ Job Location: _____

EID# _____

Beginning Date of assignment in the current school year: _____

Ending Date of assignment in the current school year: _____

Annual Stipend: \$250.00

Employees serving in such positions for less than an entire school year or on a substitute basis will receive the stipend pro rata.

As stated in the CSEA contract, Article 7.6, I hereby, request a payment which includes handling bodily fluids, physical lifting and/or diaper changing as part of my regular instructional aide job assignment.

Occasional or intermittent handling of bodily fluids, physical lifting and/or diaper changing will not qualify the employee for this stipend

Signed (Employee)

Signed (Administrator)

Date: _____

Date: _____

This form must be received in the payroll department of the district office no later than June 15th of the current school year.

PR-013 6'11

FOR PAYROLL OFFICE ONLY

Position #: _____ HRS Coding: **TX L NRL** Amount: \$ _____ Dates: _____

WESTSIDE UNION SCHOOL DISTRICT

41914 50th Street West
Quartz Hill, CA. 93536
(661) 722-0716 FAX: (661) 942-2576

10 REQUEST FOR TRANSFER – CLASSIFIED APPLICATION FORM

Complete and send 1 copy to the following:

- (1) Assistant Superintendent-Business Services
- (2) Building Principal or Supervisor
- (3) Personnel Department at the District Office
- (4) The Originator

Classified employees of the Westside Union School District desiring a transfer from their present assignment to any job location within the same position classification are required to complete this application form in triplicate.

Careful consideration will be given to each request in accordance with the criteria stated in Article X of the Master contract. Valid transfer requests will be honored when consistent with the established criteria and in the best interest of the District. The administration solicits your understanding and cooperation if a transfer request cannot be granted for any reason.

NAME:

Miss

Mrs.

Mr.

_____ Date: _____
Last First MI

ASSIGNMENT NOW HELD:

School/Dept.: _____ Classification: _____

STATE NEW ASSIGNMENT PREFERENCE:

First Choice: _____

10.4 School / Department

Second Choice: _____

10.5 School / Department

Third Choice: _____

10.6 School / Department

10.6.1 REASONS FOR DESIRING A TRANSFER: _____

DATE DESIRED TRANSFER TO BE EFFECTIVE: _____

EXPERIENCE:

10.6.2 Number of years with Westside Union School District: _____

Number of years in present position: _____

Total years of service: _____

Summary of experience: _____

PREPARATION:

Special training relevant to your desired position: _____

Signature

Date

An employee's request for transfer shall bear the signature of that employee's present immediate supervisor. Such signature is acknowledgment only that the immediate supervisor has been informed of the employee's desire for transfer consideration. Such signature does not necessarily imply approval or disapproval of the immediate supervisor, nor may the acknowledgment be withheld by the immediate supervisor.

Signature of Immediate Supervisor

Date

WESTSIDE UNION SCHOOL DISTRICT
41914 50th Street West
Quartz Hill, CA 93536
(661) 722-0716 FAX: (661) 942-2576

**CLASSIFIED PERSONNEL
PERSONAL NECESSITY LEAVE REQUEST**

Employee Name: _____ Job Title: _____

Today's Date: _____ Job Location: _____

I hereby request the use of personal necessity days per the CSEA bargaining unit agreement.

FROM _____ TO _____

(a total of _____ days of leave to be charged to my sick leave account), for the purpose checked off below.

- | | |
|---|--|
| ☐ No tell day (11.3.3.1) | ☐ Serious condition of a family member (11.3.3.6) |
| ☐ Accident of a family member (11.3.3.3) | ☐ Adoption or birth of a child (11.3.3.7) |
| ☐ Court appearance (11.3.3.4) | ☐ Association business (11.3.3.8) |
| ☐ Imminent danger to the home (11.3.3.5) | |
| ☐ Excess Bereavement (past initial 5 days – <i>Family defined in article 2.18 - 11.3.3.2</i>) | |

Please provide a brief explanation below of the circumstances surrounding this request such that your supervisor may reasonable determine that the request is compliant with the specific section of the negotiated agreement, or attach a separate sheet of paper providing that information. Please note whether Association days are to be taken from contract days or personal necessity.

I certify that the above is a true representation of my request for personal necessity leave and I hereby authorize the District to charge my accumulated sick leave account for the approved days of leave.

Employee Signature Date

☐ **APPROVED**

☐ **DISAPPROVED**

To the best of my knowledge, the above-designated personal necessity leave is in accordance with Education Code Section 44981 and 45207 and the current negotiated agreement, and, if a no-tell, this is the only such day authorized in my department or site for this date.

Supervisor Signature Date

**WESTSIDE UNION SCHOOL DISTRICT
CATASTROPHIC LEAVE REQUEST DONATION FORM
Classified Staff**

To all District Classified Staff: Pursuant to the CSEA bargaining unit agreement, your fellow staff member (below) is requesting your consideration in donating sick leave due to the circumstances described in the following section . If you wish to donate sick leave, please fill out the section at the bottom of this form and return it to the payroll office no later than_____

DATE: _____
NAME: _____
POSITION: _____ SITE/DEPARTMENT_____

DESCRIPTION OF EVENT OR CIRCUMSTANCE CAUSING YOU
TO BE WITHOUT SUFFICIENT LEAVE.

Have you already run out of leave?_____ If so, what is the date of the first day you have no
leave?_____

Please estimate how much additional leave you will need _____

DATE: _____
NAME: _____
POSITION: _____ SITE/DEPARTMENT_____

I hereby authorize the Westside Union School District to transfer the sick leave I have marked below to the account of the above-mentioned employee. I understand that I can donate only enough sick leave so that at least one full year of sick leave is maintained in my sick leave account. I further understand that the minimum leave credits which may be donated will be equal to one full day of duty hours: (i.e. if an employee is a three (3) hour employee, the minimum would be three (3) hours, if eight (8) hours, then the minimum would be eight (8) hours.

No. of hours donated_____ Signature _____

PE-12 cat.leave2 6/24/97

WESTSIDE UNION SCHOOL DISTRICT

Performance Evaluation Report

Office of Business Services

Classified Personnel

Employee Name				Evaluation No.	Location Name	
Class Title				Employee Status	If Unscheduled Check Here _____	DUE DATE

SECTION A - Factor Check List Immediate supervisor must check each factor in appropriate column. A=NOT SATISFACTORY B=REQUIRES IMPROVEMENT C=MEETS STANDARDS D=EXCEEDS STANDARDS	SECTION B Record job STRENGTHS & superior performance incidents. Explain Checks in Col. D)
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<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 5%;">A</th> <th style="width: 5%;">B</th> <th style="width: 5%;">C</th> <th style="width: 5%;">D</th> <th style="width: 5%;">NA</th> <th style="width: 70%;"></th> </tr> <tr><td></td><td></td><td></td><td></td><td></td><td>1.OBSERVANCE OF WORK HOURS</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td>2.ATTENDANCE</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td>3.GROOMING & DRESS</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td>4.COMPLIANCE WITH RULES</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td>5.SAFETY PRACTICES</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td>6.PUBLIC CONTACTS</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td>7.PUPIL CONTACTS</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td>8.EMPLOYEE CONTACTS</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td>9.KNOWLEDGE OF WORK</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td>10.WORK JUDGMENTS</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td>11.PLANNING AND ORGANIZING</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td>12.JOB SKILL LEVEL</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td>13.QUALITY OF WORK</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td>14.VOLUME OF ACCEPTABLE WORK</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td>15.MEETING DEADLINES</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td>16.ACCEPTS RESPONSIBILITY</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td>17.ACCEPTS DIRECTION</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td>18.ACCEPTS CHANGE</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td>19.EFFECTIVENESS UNDER STRESS</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td>20.APPEARANCE OF WORK STATION</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td>21.OPERATION & CARE OF EQUIP.</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td>22.WORK COORDINATION</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td>23.INITIATIVE</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td>24.(ADDITIONAL FACTORS)</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td>25.</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td>26.</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td>27.</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td>28.</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td>29.</td></tr> </table>	A	B	C	D	NA							1.OBSERVANCE OF WORK HOURS						2.ATTENDANCE						3.GROOMING & DRESS						4.COMPLIANCE WITH RULES						5.SAFETY PRACTICES						6.PUBLIC CONTACTS						7.PUPIL CONTACTS						8.EMPLOYEE CONTACTS						9.KNOWLEDGE OF WORK						10.WORK JUDGMENTS						11.PLANNING AND ORGANIZING						12.JOB SKILL LEVEL						13.QUALITY OF WORK						14.VOLUME OF ACCEPTABLE WORK						15.MEETING DEADLINES						16.ACCEPTS RESPONSIBILITY						17.ACCEPTS DIRECTION						18.ACCEPTS CHANGE						19.EFFECTIVENESS UNDER STRESS						20.APPEARANCE OF WORK STATION						21.OPERATION & CARE OF EQUIP.						22.WORK COORDINATION						23.INITIATIVE						24.(ADDITIONAL FACTORS)						25.						26.						27.						28.						29.	SECTION C Record PROGRESS ACHIEVED in attaining previously set goals for improved work performance, for personal, or job qualifications.
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FOR EMPLOYEES who SUPERVISE OTHERS	SECTION D Record specific GOALS or IMPROVEMENT PROGRAMS to be undertaken during next evaluation period.
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SUMMARY EVALUATION - CHECK OVERALL PERFORMANCE _____ NOT SATISFACTORY _____ REQUIRES IMPROVEMENT _____ EFFECTIVE MEETS STANDARDS _____ EXCEEDS STANDARDS	
RATER I CERTIFY THIS REPORT REPRESENTS MY BEST JUDGMENT. I ___ do ___ do not recommend this employee be granted permanent status. (probation only)	RATER'S SIGNATURE _____ TITLE _____ DATE _____
REVIEWER IF NONE, SO INDICATE	REVIEWER SIGNATURE _____ TITLE _____ DATE _____
EMPLOYEE COMMENT:	I CERTIFY THAT THIS REPORT HAS BEEN DISCUSSED WITH ME. I UNDERSTAND MY SIGNATURE DOES NOT NECESSARILY INDICATE AGREEMENT.
EMPLOYEE'S SIGNATURE _____ DATE _____	

CHECKS IN COL (a) MUST BE EXPLAINED IN SECTION E

FOR USE OF THE PERFORMANCE EVALUATION REPORT FORM

GENERAL: 1. Markings and comments should be typed or inked in. The rater should review the rating with the employee in a private interview. All signatures shall be in ink. The employee shall initial changes and corrections.

2. If space for comments is inadequate, similarly dated and signed attachments may be made (either typewritten or in ink).
3. Due dates shall be observed, and are particularly important for final probationary reports.
4. All probationers (either new-hire or promotional) shall be evaluated not later than the end of their third full month of probationary service and prior to six full months. A final probationer evaluation will be made prior to receiving permanency. Probationers may be separated (or demoted, if permanent in a lesser class) at any time such action is deemed necessary by the administration, through use of either a scheduled or an unscheduled performance evaluation report.
5. All permanent employees who have completed at least five months of service in permanent status shall be evaluated annually.
6. Unscheduled reports may be filed at any time for either permanent or probationary employees.
7. All performance evaluation reports in an employee's Personnel file are subject to review by principals or department heads whenever the employee is certified for transfer or promotion.

SECTION A: Check one column for each factor. Column (e) may be checked when a factor is not considered applicable to a particular job. Additional spaces have been provided to write in any additional factors. Each check mark in Column (a) and (b) requires specific explanation in Section E.

SECTION B: May be used to describe outstanding qualities or performances, particularly when check marks in Column (d) do not seem adequately descriptive.

SECTION C: Use to record progress or improvements in performance resulting from employee's efforts to reach previously set goals.

SECTION D: Record agreed-upon or prescribed performance goals for the next evaluation period.

SECTION E: Give specific reasons for check marks in Column (a) and Column (b). Record here any other specific reasons why the employee should not be recommended for permanent status, or – if the employee is already permanent— any specific reasons for required improvement.

SUMMARY EVALUATION: Check the over all performance here, taking into account all factors and total performance over the full period of service being evaluated.

Exceeds Standards: Total performance is well above normal standards for the position. This evaluation should be reflected by marks for critical factors in Section A, and superior or excellent performance should be noted in Section B. Only a few employees would normally qualify for this rating.

Effective—Meets Standards: Consistently competent performance meeting or exceeding standards in all critical factors for the position. If margin is narrow and standards barely met, explain in Section E. Most employees would be rated in this category.

Requires Improvement: Total performance periodically or regularly fall short of normal standards. Specific deficiencies should be noted in Section E. This evaluation indicates the supervisor's belief that the employee can and will make the necessary improvements.

Not Satisfactory: Performance clearly inadequate in one or more critical factors as explained or documented in Section E. Employee has demonstrated inability or unwillingness to improve or to meet standards. Performance not acceptable for position held.

SIGNATURES: Both the rater and the employee shall date and sign the report. The employee's signature indicates that the conference has been held and that he/she has had an opportunity to read the report. If her/she refuses to sign for any reason, explain that his/her signature does not necessarily imply or indicate agreement with the report, and that space is provided for his/her to state any disagreement. Further refusal to sign shall be recorded on the report, after which it shall be forwarded.

Westside Union School District

Application for Professional Growth Stipend – Classified

INSTRUCTIONS: Please type or complete this form with dark ink in legible handwriting. This application should be submitted in advance of any coursework taken. Applications not submitted in advance risk no reimbursement and/or a lower priority than those filled in a timely manner. The committee meets on the 3rd Thursday of each month if necessary. Applications should be submitted one week prior to the meeting to the office of the Assistant Superintendent of Business. Only staff who have been with the district at least one year may apply for this stipend. A maximum reimbursement of \$300.00 per year per employee has been established. A condition of receipt of any reimbursement is 1-1/2 additional years of service to the district beyond the date of completion of the coursework. A grade of "C" or better is required for regular coursework. Evidence of completion of a class is required for non-graded seminar-type classes.

NAME: _____ JOB TITLE: _____ SITE: _____
 ORIGINAL DATE OF HIRE WITH DISTRICT: _____ WORK HOURS: _____
 STIPEND AMOUNT ALREADY RECEIVED: _____ HOME PHONE: _____
 This fiscal year: _____ In total: _____

I hereby request that the following course work be approved for possible reimbursement as a part of the District Professional Growth Program. I understand the course must be clearly of benefit to the District, and that only my fees, books, and registration costs may be reimbursed.

Signature of Applicant: _____ Date: _____

# of Units or Hours	Description of Course or Seminar (Attach catalog page or flyer if available)	College, School or Organization	Schedule (Days, Dates & Times)	Beg. Date	End Date

TOTAL ESTIMATED COSTS (FEES, BOOKS, REGISTRATION) = _____

This form will be returned to you with the decision of the committee indicated below. Upon completion of your course, resubmit this form together with evidence of completion and satisfactory grade and receipts documenting your expenses. Include any explanations you tell the committee needs to have. The completed package will be reviewed by the assistant superintendent of business for compliance with the policies of the Committee. Upon approval, the request will be forwarded to accounting for processing your reimbursement.

Approved by the Professional Growth Committee Yes No Date: _____
 Maximum Reimbursement Allowed: \$ _____ Committee Signature: _____

*I hereby request reimbursement of my expenses for the approved coursework above.
 My receipts and evidence of satisfactory completion are attached. I am requesting reimbursement in the amount of:*

\$ _____

Signature of Applicant: _____

Date: _____

Amount of Reimbursement Approved for Payment: _____

Approval of Assistant Superintendent: _____ Date: _____



41914 50TH Street West
Quartz Hill, CA 93536
(661) 722-0716
FAX (661) 942-2576
www.westside.k12.ca.us

Employee Application Update

Name _____ Date _____

Address _____

Home Phone _____ Cell Phone _____

Current Job Title _____ Location _____

What position(s) are you applying for? _____

Location _____ Requisition # _____

What positions have you held in the district since you first submitted your application? _____

What district in-services, workshops or other training have you completed?

Please list college courses you have completed: _____

Please update references:

Name: _____ Business: _____ Phone: _____

Name: _____ Business: _____ Phone: _____

Name: _____ Business: _____ Phone: _____

FOR DISTRICT OFFICE USE ONLY

Test required: _____ Passed _____
_____ Passed _____

Westside Union School District
CLASSIFIED BEREAVEMENT DAY REQUEST FORM

Name: _____

Job Title: _____ Site: _____

An employee shall be granted up to five (5) paid days for immediate family relations (CSEA Article 2.18).

I hereby request the following dates per the bargaining unit agreement (CSEA Article 11.4).

FROM _____ TO _____ TOTAL DAYS = _____

If all allowable days are not used at the same time and more days are requested, additional forms would need to be submitted.

Name of deceased: _____

Relationship to Employee: _____

By my signature below I certify that the information provided herein is true, accurate and complete, and I acknowledge that any willful acts of misrepresentation will result in disciplinary action.

Signature of Employee

Date

Signature of Supervisor

Date

☐ APPROVED

☐ DENIED

Signature of Superintendent or designee

Date

Westside Union School District
CLASSIFIED EMPLOYEE
VACATION REQUEST

Name: _____ Date: _____

Job Title: _____ Site: _____

Work Hours: _____

I hereby request the following vacation day(s) per the bargaining unit agreement (CSEA Article 11.8).
Please note each date and hours on a separate line:

Date: _____ Hours: _____ Beginning at (Time): _____

Date: _____ Hours: _____ Beginning at (Time): _____

Date: _____ Hours: _____ Beginning at (Time): _____

Date: _____ Hours: _____ Beginning at (Time): _____

Date: _____ Hours: _____ Beginning at (Time): _____

TOTAL HOURS = _____

Signature of Employee

Date

☐ APPROVED

☐ DENIED

Signature of Supervisor

Date