



California School Employees Association

**AGREEMENT
BETWEEN**

**LOCAL CHAPTER #596
OF
THE CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION**

&

**THE BOARD OF EDUCATION
FOR
THE LITTLE LAKE CITY SCHOOL DISTRICT**

JULY 2020 – JUNE 2023

Mission Statement: To improve the lives of our members, students, and community

TABLE OF CONTENTS

FOREWORD	No Discrimination	1
ARTICLES	AREAS	PAGE
1	Recognition	2
2	Definitions	3
3	District Rights	5
4	Grievance Procedures	6
5	Association Rights	9
6	Organizational Security	11
7	Evaluation Procedures	13
8	Personnel Files	14
9	Transfer and Filling of Vacancies	15
10	Promotion	18
11	Layoff and Reemployment	20
12	Leave Provisions	23
13	Safety Conditions and Tools and Materials	30
14	Discipline	31
15	Hours	36
16	Compensation and Benefits	39
17	Concerted Activities	43
18	Vacations	44
19	Summer Work Employment Practice.....	47
20	Career Incentive Programs	49
21	Savings Provisions	50
22	Effect of Agreement	50
23	Completion of Meet and Negotiate	50
24	Term	51

LIST OF ATTACHED APPENDICES

<u>APPENDIX</u>	<u>TITLE</u>	<u>PAGE</u>
A	Classified Recognition of Positions	53
B	Classified Performance Report	55
B-1	Classified Personnel Performance Standards	56
C	Memorandum of Understanding (Holiday Schedule)	58
D	Salary Schedules	59
E	Medical Insurance Rates	62
F	New Employee Orientation - Side letter of Agreement	72
G	Memorandum of Understanding (Summer Employment Practice)	
	Language moved to Article 19	
H	Memorandum of Understanding (Buy Back Day)	75
I	Memorandum of Understanding (Cost of Living Adjustment)	76
J	Memorandum of Understanding (Contribution Rates for Medical Insurance)	77
K	Memorandum of Understanding (Lay-offs and Reduction in Hours)	78
L	Tentative Agreement (Successor Agreement 2002-2005).....	80
M	Signature Page for Successor Agreement	81

Revised: June 2012
October 2014
September 2017
September 2020

FOREWORD

NO DISCRIMINATION

- A. No employee in the bargaining unit shall in any way be favored or discriminated against in wages, hours, or other terms and conditions of employment because of his or her political opinions or affiliations, or because of race, national origin, or marital status; and to the extent prohibited by law no person shall be discriminated against because of age, sex, physical handicap, or union affiliations.

- B. Complaints filed pursuant to this provision shall not be subject to the provisions of Article IV, Grievance Procedures, but shall be resolved through procedures prescribed in policy or in statutes.

ARTICLE 1

RECOGNITION

- A. The Little Lake City School District (hereinafter referred to as "District") recognizes the California School Employees Association and its Little Lake Chapter #596 (hereinafter referred to as "Association") as the exclusive bargaining agent for all employees holding those positions described in Appendix A attached hereto for the term of this Agreement.
- B. The Association, in turn, recognizes the District Board of Education (hereinafter referred to as "Board") as the duly elected representative of the people and agrees to negotiate exclusively with the Board through the provisions of the Rodda Act.
- C. New classifications created or positions added to classes shall be subject to negotiations between the District and the Association to determine if they are to be included in the bargaining unit. Disputed cases shall be submitted to the Public Employment Relations Board and shall not be subject to the grievance procedures contained in this Agreement.

ARTICLE 2

DEFINITIONS

- A. Regular employee - An employee who has probationary or permanent status.
- B. Permanent employee - A regular employee who has successfully completed the required ~~twelve (12)~~ *six (6)* month probationary period. *(September 2020)*
- C. Probationary employee - A regular employee who will not become permanent until completion of a prescribed probationary period.
- D. Substitute employee - An employee engaged to perform the duties of a position in the absence of the employee who is regularly assigned to that position.
- E. Anniversary date - The date upon which an employee is granted salary step advancement earned by completion of a ~~required~~ twelve (12) month ~~probationary~~ period of service and annually thereafter until the maximum salary step is reached.
(September 2020)
- F. Bumping rights - The right of an employee to displace an employee with less seniority in a class.
- G. Class description - Describes the nature and level of duties of positions in a class and also states qualifications that an appointee must possess at the time of hire and are representative of the full working level for the class.
- H. Differential compensation - Means either a reduction in the number of hours required to be actually worked or an increase in salary.
- I. Bilingualism - The ability to speak, read, and write in two languages in a biliterate manner.
- J. Fiscal year - July 1 to June 30.
- K. Incumbent - An employee assigned to and serving in a position in which that employee has permanent status.
- L. Industrial accident - An injury or illness which arose out of and in the course of employment with the employer.
- M. Promotion - A change in the assignment of an employee from a position in one class or classification to a position in another class or classification with a higher maximum salary rate.
- N. Re-employment - The return to duty of an employee who has been laid off.
- O. Re-employment list - A list of names of permanent employees who have been laid off and who are eligible, within thirty nine (39) months, for reemployment without examination in

their classification.

- P. Salary rate - A specific amount of money paid for a specific period of service.
- Q. Salary schedule - A complete list of ranges, steps, and rates of pay established for the classified service.
- R. Salary step - One of the salary levels within the salary range or schedule of rates.

ARTICLE 3

DISTRICT RIGHTS

- A. Is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to determine the time and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals, and objectives; insure the rights and educational opportunities of students; determine staffing patterns (within legal requirements); determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work (within legal requirements of the Education Code); and take action on any matter in the event of emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.
- B. 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 law.
- C. The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency (such as, but not limited to fire, earthquake, and civil disorder).
- D. *This Article in no way affects the rights of the Association or its members as guaranteed by the EERA. (September 2020)*

ARTICLE 4

GRIEVANCE PROCEDURES

A. Definitions

1. Grievance - A complaint by an employee or the Association that there has been a violation, misapplication, or misinterpretation of provisions of this Agreement.
2. Grievant - An employee covered by this Agreement who is filing a grievance, or the Association on its own behalf or on behalf of an identified employee.
3. Day - A day in which the District Office is open for business (not to include Winter, Spring, or Thanksgiving breaks). (October 2015)

B. Informal Settlement of Dispute:

1. It is the intention of the parties that all disputes and complaints be settled informally at the lowest possible administrative level with the least possible loss of time. To that end, employees and management representatives will, whenever possible, meet in informal conferences to settle disputes before they become formal grievances. Any informal personnel conferences between a management representative, or other supervisor, and an employee shall not be deemed to be part of the grievance procedure.
2. Any employee may present grievances relating to a contract dispute and have such grievances adjusted without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of this Agreement. The District shall not agree to the adjustment or resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a written response with the District.
3. Failure by the administration to adhere to decision deadlines constitutes the right for the aggrieved to appeal automatically to the next step. Failure of the employee to adhere to the submission deadlines shall mean that the employee is satisfied with the latest decision and waives any right to further appeal; however, nothing prevents the parties from extending the dates by mutual agreement.
4. Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of his or her supervisor, provided there is no clear and present jeopardy to the health and safety of the employee, and provided that the employee is not required to perform any illegal act.
5. All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
6. Every effort will be made to schedule meetings for the processing of grievances at times mutually agreeable to both parties. If any grievance meeting or hearing must be scheduled during the school day, any witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.

7. The grievant has the right to have a representative present at any step of the grievance procedure. The grievant must be present at each step of the grievance procedure.

C. Grievances will be processed in accordance with the following steps:

1. **Step 1.** Any employee who believes he or she has a grievance shall present the grievance orally to the immediate supervisor within fifteen (15) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. The supervisor shall hold discussions and attempt to resolve the matter within three (3) days after the presentation of the grievance. It is the intent of this informal meeting that at least one (1) personal conference be held between the aggrieved employee, the immediate supervisor, and, if requested by the employee, an Association representative.
2. **Step 2.** If the grievance is not settled during the informal discussion of Step I, the employee shall present the grievance in writing to the immediate supervisor within five (5) days after the informal conference with the immediate supervisor. The written information provided by the grievant shall include:
 - a. A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance;
 - b. A listing of the provisions of the Agreement which are alleged to have been violated or misapplied;
 - c. A listing of the reasons why the immediate supervisor's proposed resolution of the problem is unacceptable;
 - d. A listing of specific actions requested of the public school employer that will remedy the grievance.

The immediate supervisor shall respond in writing within five (5) days after the receipt of the grievance.

3. **Step 3.** If the grievance is not resolved at Step II, the grievant shall within five (5) days after receipt of the written decision present the grievance to the Superintendent or designee. Within five (5) days of receipt of the grievance, the Superintendent or designee shall meet with the grievant in an effort to resolve the grievance. The Superintendent or designee shall make a written disposition of the grievance within five (5) days after such meeting and return it to the grievant.
4. **Step 4.** Grievances which are not settled at Step III, which the Association desires to move to arbitration, and which involve the interpretation or application of the terms of this Agreement may be submitted to arbitration as provided in this article, but only if the Association gives written notice to the District of its desire to arbitrate the grievance within twenty (20) working days after the termination of Step III of the grievance procedure. It is expressly understood that the only matters which are subject to arbitration under this article are grievances which were processed and handled in accordance with the procedures of this article.

- a. As soon as possible, and in any event not later than ten (10) working days after the District receives written notice of the Association's desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is reached within said ten (10) days, an arbitrator shall be selected from a panel of arbitrators presented by the California Mediation and Conciliation Service.
- b. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement. The arbitrator shall only find whether there has been a violation of the express terms of this Agreement and, if there is such a violation, to order an appropriate remedy. The findings of the arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other, except to the extent that post-hearing briefs are filed. The arbitrator shall conduct the arbitration in accordance with the rules of the California Mediation and Conciliation Service or by generally accepted rules. Expedited arbitration procedures may be mutually agreed upon in appropriate cases and with the approval of the arbitrator.
- c. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall, therefore, not have authority, nor shall the arbitrator consider it his/her function to decide any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties, as determined by generally accepted rules of contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify or result in what is in effect a modification (whether by addition or by detraction) of the written terms of this Agreement. The arbitrator shall not make any decision or award, or fail to make any decision or award, merely because in his opinion such decision or award is fair or equitable. The arbitrator shall have no power to grant an award on any grievance based on facts or actions which occurred before or after the term of this Agreement except in the event the terms of the Agreement are extended on a mutually agreed upon basis.
- d. The findings and award of the arbitrator shall be final and binding on all parties.
- e. All fees and expenses of the arbitrator shall be shared equally by the parties, fifty percent (50%) District and fifty percent (50%) Association. Each party shall bear the expense of the presentation of its own case.
- f. The arbitrator may hear and determine only one grievance at a time, unless the parties mutually agree to consolidate similar grievances.

ARTICLE 5

ASSOCIATION RIGHTS

- A. Accredited representatives of the Association shall have access to appropriate areas of the District's premises for the purpose of conducting Association business, subject to reasonable regulation by the Superintendent or designee. Representatives shall notify site administration of their presence prior to conducting their business.
- B. The District shall allow the Association reasonable use of facilities as needed by the Association. It is understood that the use of facilities and equipment may not interfere with the day-to-day flow of work. The Association shall give advance notice of such usage.
- C. The Association may use the school mailboxes, reasonable bulletin board space, and District email subject to the following conditions: (October 2014)

1. All postings for bulletin boards or items for school mailboxes must contain the date of posting and the identification of the organization;
2. A copy of such postings or distributions must be delivered to the Superintendent or designee at the same time as posting or distribution.
3. District email shall be used for legitimate business purposes by the CSEA Executive Board and CSEA Stewards and Site Representatives as designated by the CSEA Chapter President. If District email is used for circulation of CSEA newsletter to members, the emails shall state, "Do not reply".

The District email may be used to communicate only between designated representatives on a reply basis. The president of CSEA shall provide a list of the members of the Executive Board and all CSEA Stewards and Site Representatives to the Superintendent/Designee in January of each year.

(February 2013)
(September 2017)

- D. The Association will exclusively receive time off from duties, as specified in Article 4, Grievance Procedures, for employees who are designated as CSEA Stewards, subject to the following conditions:

(September 2017)

1. The president of CSEA shall provide a list of the designated stewards in January of each year. Only one (1) such individual shall be released for any one (1) conference.
(September 2017)
2. Twenty four (24) hours prior to release from duties for grievance processing, the designated representative informs his or her immediate supervisor in order that an adequate substitute may be obtained, if necessary

3. Such time off shall be limited solely to representing a grievant in a conference with a management person beyond Level I and in no way shall this limitation include use of such time for matters such as gathering information, interviewing witnesses, or preparing a presentation.

- E. The District shall provide the CSEA President with monthly financial statements for the General Fund and Nutrition Services of the District, as furnished to the Board, updated seniority lists when available, and all material not provided to the Board on a confidential basis, in accordance with past practice. (June 2012)

- F. Neither the District nor the Association shall interfere with, restrain, coerce, or discriminate against employees because of the exercise of rights guaranteed by law.

- G. The District agrees to provide this Agreement in electronic form. The District will provide up to 50 printed copies to the association president. Additional copies will be provided upon request.
(October 2014)

- H. The District shall grant release time to the Association President or his or her designee, in accordance with past practice.

ARTICLE 6

ORGANIZATIONAL SECURITY

- A. Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the ~~District~~ *Association*. *The Association will inform the District of an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the employee each month for ten (10) months.*
- ~~B. Any employee who is not a member of the Association, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees, and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues provided. The employee may authorize payroll deduction for such fee in the same manner as provided above. In the event an employee does not pay such fee directly to the Association, or authorize payment through payroll deduction, the Association may proceed to collect the fee through the appropriate legal forum.~~
- ~~C. Any employee who is a member of a religious body whose traditional tenets or teaching include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association; except that such employee shall pay, in lieu of a service fee, sums equal to such service fee to a non-religious, non-labor, charitable organization, exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, as follows: Whittier Area Foundation for Excellence in Public Education. Such payment shall be made on or before January 1 of each school year.~~
- ~~D.B.~~ With respect to all sums deducted by the District pursuant to this article, ~~whether~~ for membership dues ~~or agency fee~~, the District agrees promptly to remit such moneys to the Association accompanied by an alphabetical list of employees for whom such deductions have been made, ~~categorizing them as to membership or non-membership in the Association~~, and indicating any changes in personnel from the list previously furnished.
- ~~E. The Association agrees to furnish any information needed by the District to fulfill the provisions of this article.~~
- C. *The District shall allow CSEA to distribute CSEA membership applications to new hires. The District shall refer all employee questions about CSEA or dues over to the Chapter President.*
- D. *CSEA shall have sole and exclusive right to receive the payroll deduction for regular membership.*
- E. *The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.*

- F. *The District's managers, supervisors and confidential employees shall be either positive or neutral regarding employees decisions to join the Association of participate in its activities.*
- G. *The District shall take all reasonable steps to safeguard the privacy of CSEA's members' personal information, including but not limited to members Social Security numbers, personal addresses, personal phone number, personal cellular number, and status as a union member.*

(September 2020)

ARTICLE 7

EVALUATION PROCEDURES

- A. Permanent employees shall be evaluated by the District at least once a year. All evaluations, when completed, shall be discussed with the employee for the purposes of explanation of any statement, comments, or observations that may be requested by the evaluated employee. At the time of the discussion, the employee will be given a copy of the evaluation form. All evaluated employees shall affix their signature and date of review on the evaluation to assure compliance with this requirement. Employees who receive an overall improvement needed or unsatisfactory rating on an evaluation shall be given suggestions for improvement by their evaluator. Hearsay statements shall be excluded from written evaluations. No evaluation shall be placed in any employee's personnel file or other record folder until such evaluation has been discussed with the evaluated employee. An evaluation form is set forth in Appendix B attached hereto.
1. When evaluations are conducted for unit employees, and lead workers in unit classifications are familiar with duties and performance of other unit employees with whom they work in the respective work areas, the District may take and consider input from the lead workers as part of the evaluations process. (February 2006)
 2. If in the judgment of the supervisor, a permanent employee needs improvement or is performing in an unsatisfactory manner, the supervisor shall discuss the unsatisfactory performance/needs improvement with the employee prior to the completion of the formal performance evaluation and within a reasonable time frame to allow the employee to improve his/her performance to meet standards prior to the evaluation becoming final. A written performance improvement plan may be utilized by the supervisor for a permanent employee to support the improvement process. (February 2006)
- B. Probationary employees shall be evaluated at least at the conclusion of their third, ~~sixth~~ and ~~ninth~~ *fifth* months of employment.
(September 2020)
- C. Employees who do not agree with their evaluation, or who simply wish to, may respond in writing to their evaluations and their comments shall be added to their evaluations and included in the file and/or record.
- D. The evaluation procedures set forth herein shall be subject to the provisions of Article IV, Grievance Procedures, but the substance of an evaluation shall not be subject to the provisions of that article. However, permanent employees who disagree with the substance of their evaluation may request a conference with the Superintendent or designee to discuss the evaluation. The Superintendent or designee shall schedule a conference within a reasonable time period to discuss the evaluation.

ARTICLE 8

PERSONNEL FILES

- A. Personnel records shall be maintained by the District for all current employees. All personnel files will be considered confidential and will not be available to persons other than the employee, except those persons designated by the Superintendent on a "need to know" basis.
- B. All persons who cause materials to be placed in an employee's personnel file shall sign and date the material.
- C. Materials in an employee's personnel file which may serve as a basis for affecting the status of his or her employment are to be made available for inspection by the employee. An employee may provide written authorization for other persons to inspect his or her file. Such materials shall not include ratings, reports, or records that are:
1. Obtained prior to employment of the person;
 2. Prepared by an identifiable examination committee member; or
 3. Obtained in connection with a promotional examination.
- Items 1 through 3 above, shall be contained in a separate enclosure. Upon request, the Assistant Superintendent Personnel Services shall supply the employee with a listing of materials contained therein.
- D. Information of a derogatory nature shall not be placed in an employee's personnel file until the employee is given notice of the material and an opportunity to review the material and make a written comment thereon. Such review shall take place outside the employee's normal working hours.

ARTICLE 9

TRANSFER AND FILLING OF VACANCIES

- A. **Definitions.** A transfer is defined as a change in work site, but within the same position classification. A transfer includes additional hour assignments. Vacancies shall be defined to mean unfilled positions as well as existing positions, filled or unfilled, that will undergo an increase in hours.
- B. Employee Initiated Transfer Requests Involving Transfers with the Same Classification Including Transfers to Positions in the Same Classification with Additional Hours.
1. The following criteria shall be used when filling employee initiated requests:
 - a. Overall rating of "Meets Standards" in the evaluation summary of the prior year "Classified Performance Report";
 - b. Qualifications and experience;
 - c. The recommendation based upon the consensus of the administrator and the interview panel members;
 - d. Seniority within the classification.
 - e. The employee has permanent status in any position with the district.
(June 2012)
 2. A classified unit employee with expertise in the vacant position shall be a member of the interview panel.
 3. Transfer applicants who meet the criteria for transfer requests shall be selected prior to candidates who are not members of the bargaining unit and candidates who are not employees of the district.
 4. Any employee covered by this Agreement shall have the privilege of requesting transfer to any work site within the same position classification and subject to the following conditions:
 - a. Transfer requests may be made at any time. Employees are encouraged to submit a request for transfer for the following school year on appropriate District forms prior to March 1. Properly filed transfer requests shall be given administrative consideration and shall be valid for six (6) months from the date the request is submitted to the Personnel Department.
 - b. If a vacancy becomes available, the hiring supervisor shall establish an interview time with individuals requesting a transfer to the location.
(November 2008)
 - c. The filing of a request for transfer is without prejudice to the employee and shall not jeopardize his or her present assignment. A request for transfer may be withdrawn by the employee in writing at any time prior to official notification of transfer approval.

- d. When an employee's request for transfer is not granted, he or she may request and be granted an interview with his or her Association representative to discuss the reasons involved.
- e. Notices of vacancies shall be posted for a minimum of five days prior to filing deadline at all work sites and the District Office when school is in session. Notices of all vacancies will be posted on the district website year-round. Copies of all notices of vacancies shall be emailed to the Association President
(February 2006)
(September 2017)
- f. Vacancy notices shall include:
 - (1) A description of the position, including location (*to the extent possible*), number of hours and salary;
(September 2020)
 - (2) Date the position is available and the date by which it must be filled;
 - (3) Filing deadline.
- g. No employee shall lose his or her position classification or shall have his or her hours reduced as a result of filling vacancies due to a transfer pursuant to the requirements of this Article. In the case of a transfer involving a position undergoing an increase in hours, only candidates who have the same number of hours or more hours as the employee who currently is employed in the position shall be eligible for the transfer.

C. Medical Transfers. The District shall make a reasonable accommodation, as required by law, to an employee who, in the opinion of the employee's physician, has become medically unable to satisfactorily perform his or her regular job classification duties. The District shall be entitled to obtain a second opinion from a physician at District expense.

D. Employer Initiated Transfers/Administrator Initiated Transfers

- 1. The following criteria may be used by the administration in initiating an administrator transfer:
 - a. Balance the staff of the District or a work site by considering factors including, but not limited to experience;
 - b. An opportunity to evaluate an employee in a different work site;
 - c. Improvement of learning conditions;
 - d. Betterment of school or department;
 - e. Significant personality conflicts.
 - f. *Efficient operation of the District*
(September 2020)

2. Employees will be given notice of administrator initiated transfer, to the extent possible, by June 1.
3. Special Education Instructional Assistants assigned to an individual student may be transferred or reassigned by the District to better serve the requirements of students with special needs. *Additional Reasons* for a transfer or reassignment may include but are not limited to:

(September 2020)

- Promotion to High School
- Change of placement (Per IEP)
- Leaving the District
- Placement in a group home
- Placement in home teaching
- Deceased
- Change in service (Per IEP)

(September 2017)

When an ~~individual student assigned to an~~ Instructional Assistant *is assigned to an individual student and that student* exits the program or requires a change in service, ~~his/her~~ the Instructional Assistant will then bump into the same classification based on:

(September 2020)

- Seniority within the classifications
- Qualifications and Experience
- Equal work hours

In order to respond to the special needs of the individual student as described in the IEP a change in hours of an Instructional Assistant position by the district will be permitted following a notification to the CSEA Chapter President/Designee. The CSEA Chapter President/Designee shall have (5) work days to respond to the notification either agreeing with the change in hours or requesting negotiations. If no response is timely received, the District may implement the proposed change in hours.

- E. The District agrees only classified employees may be assigned to perform traditional bargaining unit work.
- F. Filling of Vacant Positions
When a bargaining unit vacancy occurs not involving a transfer or promotion, a classified unit employee with expertise in the vacant position shall be a member of the interview panel.
- G. If for any reason a classified panel member withdraws from an interview panel, the District shall make its best effort to replace the panel member.
- H. A bargaining unit member serving on an interview panel shall be compensated at their regular rate of pay for the time served on the panel if the service is not during the member's regular work hours.

(October 2013)

ARTICLE 10

PROMOTION

- A. **Definitions.** A promotion is defined as a change to a higher position classification. Vacancies shall be defined to mean unfilled positions.
- B. The following criteria shall be used when considering a candidate for a promotion:
1. Only those candidates who are permanent employees and who have a rating of "Meets Standards" in the evaluation summary of the prior year "Classified Performance Report" shall be deemed eligible for a promotion. (June 2012)
 2. Candidates must achieve a passing score on the District's assessment for the position. Candidates may repeat an assessment after a period of three months.
 3. ~~The administrator and an interview panel at the school or the site where the vacancy exists shall interview candidates.~~ *An interview panel will be established to interview candidates.*
(September 2020)
 4. Candidates must receive the recommendation for promotion based upon the consensus of the administrator and the interview panel members.
 5. A classified unit employee with expertise in the vacant position shall be a member of the interview panel.
- C. Any employee covered by this Agreement shall be considered for promotion subject to the following:
1. The filing of a request for promotion is without prejudice to the employee and shall not jeopardize his or her present assignment. A request for promotion may be withdrawn by the employee in writing at any time prior to the interview with the administrator of the school or the site where the vacancy exists.
 2. Notices of vacancies shall be posted for a minimum of five (5) days prior to filing deadline at all work sites. Copies of all notices of vacancies shall be ~~mailed~~ *emailed* to the Association President.
(September 2020)
 3. Vacancy notices shall include:
 - a. A description of the position, including location *(to the extent possible)*, *number of hours* and salary;
(September 2020)
 - b. Date the position is available and the date by which it must be filled;
 - c. Filing deadline.

- D. An individual who is promoted shall be considered a probationary employee in the new position for ~~one (1) year~~ *six (6) months*. If the employee fails to be recommended for permanent status in the new position during the ~~year~~ *six months* of probationary status, he or she shall return to the position he or she held prior to the promotion.

(September 2020)

ARTICLE 11

LAYOFF AND REEMPLOYMENT

A. Layoff - General

1. Employees laid off because of lack of work or lack of funds shall be placed on a layoff list for a period not to exceed thirty nine (39) months. Employees not recalled from layoff within thirty nine (39) months shall be terminated from employment and shall lose all seniority rights.
2. Employees on layoff shall be reemployed before new applicants for new positions.
3. Employees on layoff shall have the right to participate in promotional examination within the District during the thirty nine (39) month period.
4. In the event of a layoff of classified staff, the District shall not reassign work performed by laid off employees to retained classified staff.

B. Voluntary Demotions or Reduction in Time

1. Employees who are offered and who take voluntary demotion or voluntary reduction in assigned time in lieu of layoff to remain in their present position rather than be reclassified or reassigned, shall be granted the same rights as persons laid off, i.e. right to recall to their former position during the thirty nine (39) month layoff period, and shall retain eligibility to be considered for reemployment to their former position for an additional period of up to twenty four (24) months.
2. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff, as provided above, shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, without limitation of time, except as provided herein.
3. If there is a reemployment list, they shall be ranked on that list in accordance with their proper seniority.

C. Order of Layoff and Reemployment

1. The District shall maintain an updated seniority list indicating the class seniority of all employees affected by the layoff. Such updated seniority lists shall be compiled and issued to the Association at the time layoff notices are issued.
2. The order of layoff within a class shall be determined by length of service. Length of service means date of hire. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first.

3. An employee laid off from his or her present class may bump into his or her former or equal paid job class if the employee has greater seniority in the lower classes, plus higher classes. The employee may continue to bump into lower classes where he or she has greater seniority in paid status, where qualified, to avoid layoff. The employee who exercises bumping rights should be placed in the same step of the lower class as he or she was placed in his or her current classification.

D. Layoff Due to Expiration of Specially Funded Programs or Bona Fide Reduction or Elimination of Service - Notice

1. Employees shall be given written notice on or before May 29 notifying them of their layoff to take effect at the end of the school year. If the termination of any specially funded program is other than June 30, or if there is a bona fide reduction or elimination of service being performed by any department, each notice shall be given not less than sixty (60) days prior to the effective date of their layoff. (January 2013)
2. The notice provisions of this section shall ~~not~~ be required as to an employee laid off due to lack of funds or lack of work. The District shall give as much advance notice as reasonably possible to an employee who is to be laid off.

(September 2020)

E. Recall Notice

1. Reemployment shall be in the reverse order of layoff. Any employee who is laid off and is subsequently eligible for reemployment, shall be notified in writing by the District to return to work. Such notice shall be sent by certified mail to the last address given the District by the employee and a copy shall be given to the Association by the District.
2. An employee recalled to his or her former position shall return to work on the date and at the time specified by the District. Employees who fail to report to work as directed, or who fail to notify the District at least ten (10) working days prior to their report time of their intent not to report for work, shall be considered as having resigned from employment. Any employee who is neither ready, willing, nor able to return to work as directed while on layoff, shall be considered as having resigned from employment and shall forfeit all his or her seniority rights, unless such inability is due to bona fide and verifiable medical disability.
3. Classified employees who are recalled to employment within thirty-nine (39) months, shall have restored their full seniority and all rights, benefits and burdens to which they are entitled, and the time off shall not be considered to have been a break in service.

F. Procedure for Reduction in Hours and/or Layoff

1. When a reduction in hours is anticipated by the administration, notification of such reduction shall be sent to the Association indicating:
 - a. The reason for the reduction;
 - b. Class or classes affected by the reduction;
 - c. The proposed effective date of the reduction.

2. The Association will convene a three (3) person committee consisting of the President, the Chairperson of the negotiating team, and a representative of one of the affected classes, which shall meet with the Superintendent or designee, the Personnel Supervisor or designee and/or a supervisor of the affected class to discuss the reasons and provide information on employee rights as a result of the reduction.

(August 2016)

3. The decision by a majority of the committee to concur with the reduction of hours shall be binding on both parties.

4. The committee and the Superintendent or designee and/or supervisor shall hold no more than three (3) meetings, during which concurrence may be reached. If after three (3) meetings concurrence does not occur, it will be assumed that no agreement can be reached and either party may proceed to impasse.

- G. Reclassification. Prior to the reclassification or abolition of a classified position, the District shall grant an interview to the Association President and one (1) appointee to outline the proposed changes and negotiate the effect of those changes on matters within the scope of representation.

ARTICLE 12

LEAVE PROVISIONS

A. Sick Leave. Every employee shall be entitled to twelve (12) days of paid sick leave each year of employment, prorated for other than full-time employees.

1. Unused sick leave shall accrue from year to year.
2. At the beginning of each year, every employee shall receive a sick leave allotment credit equal to his or her leave entitlement year. An employee may use credited sick leave at any time during the year. If required by the Board, an employee shall take a physical examination from a Board designated physician at Board expense.
3. The District may require a physician's verification of illness if an employee has been on sick leave for five (5) or more consecutive days.
4. Employees with a questionable attendance record or a high incidence of sick leave usage may be required to submit medical justification for any illness absence. If an employee's attendance becomes questionable, the employee shall be notified in writing that any subsequent illness absence will require medical justification.
5. Each employee shall be credited with a total of one hundred (100) days at half pay of paid sick leave, in addition to the employee's current sick leave and any accumulated leave balance. Said one hundred (100) days shall not be accumulated from year to year.
6. In September, the District shall provide each employee with a written statement of:
 - a. Illness leave balance,
 - b. Illness leave credited through the current year,
 - c. Date of regular employment, and
 - d. Illness leave used.

B. Personal Leave. Eight (8) total days of unused sick leave per year may be used for personal leave. The two types of personal leave are Personal Business Leave and Personal Necessity Leave.

1. **Personal Business Leave** - Five (5) personal business days may be used for personal business need, as determined by the employee. The number of consecutive work days is limited to three (3). For any or all of these 5 days, an employee may take such day(s) at his/her discretion and the employee does not need to provide the reason to his/her supervisor of the use of such day(s).

(October 2014)
(October 2015)
(September 2017)

Unless the personal business need is an emergency situation, the employee shall provide ~~one (1)~~ *two (2)* working days prior notice to the employee's immediate supervisor, prior to utilizing any of these five (5) days. None of these days may be used on the last working day prior to any holiday period.

(June 2012)
(September 2017)
(September 2020)

2. **Personal Necessity Leave** - Employees using personal necessity leave days that are not used for *a* personal business need shall be limited to using any of the 8 (eight) remaining personal leave days according to the following criteria:

(October 2014)
(September 2017)

- a. Serious illness of a member of the employee's immediate family, as defined in Bereavement Leave;
 - b. Additional leave beyond Bereavement Leave due to the death of a member of the employee's immediate family, as defined in Bereavement Leave.
 - c. An accident which is unforeseen involving the employee's person or property, or the person or property of an employee's immediate family (examples of an accident involving an employee's property might be damage due to brush fire, flood, or earthquake);
 - d. Childbirth involving the father of the child;
 - e. Appearance in court as a litigant or as a witness under official order.
3. If prior ~~approval~~ *notification* cannot be secured due to an emergency such as flood, fire, earthquake, or act of God, the employee shall contact the District at the earliest opportunity.

(December 2018)

4. Before utilization of personal necessity leave, an employee must ~~obtain~~ *give* prior ~~approval~~ *notification to* ~~from~~ the appropriate supervisor, ~~except in the instances set forth in Provisions B.2 and B.3.~~

(December 2018)

5. Other reasons for personal necessity may be approved by the Superintendent or designee at his or her discretion. The District reserves the right to require appropriate proof of necessity before authorizing such absences as specified in Provision ~~B.1~~ *B.2* herein. Employees returning from leaves specified in Provision B.1 shall complete the District form verifying the absence.

(December 2018)

C. Bereavement Leave

1. An employee shall be entitled to a maximum of three (3) days leave of absence, or five (5) days leave of absence if out-of-state travel is required or if over five hundred (500) miles of travel is required in state, without loss of salary, or without loss of accumulated illness days due to the death of any member of his or her immediate family. (June 2012)

Upon return from bereavement leave the employee shall fill out an affidavit indicating relationship and if requested by the District, attach documentation. Bereavement leave documentation may include verification for the following:

- a. *Any out of state travel*
- b. *In state travel over 500 miles*
- c. *Any qualifying documentation including but not limited to: Obituary, funeral program or prayer card*

(September 2020)

2. For purposes of this provision, an immediate family member shall be limited to mother, father, grandmother, grandfather, foster child, grandchild of the employee or of the spouse of the employee, foster or step-parent of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister, brother-in-law or sister-in-law of the employee, step-daughter, step-son, aunt or uncle of the employee or of the spouse of the employee, niece or nephew of the employee, or anyone living in the immediate household of the employee for which the employee is responsible for his or her care.

(October 2013)

D. Leave for Pregnancy Disability

1. Employees are entitled to use sick leave and extended illness leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery on the same terms and conditions governing leaves of absence for other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician. District management, however, may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the District.
2. Employees are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery when sick leave has been exhausted. The date on which the employee shall resume duties shall be determined by the employee on leave and the employee's physician. District management, however, may require a verification of the extent of the disability through a physical examination of the employee by a physician appointed by the District.
3. The employee on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

E. Leave Without Pay for Child Rearing or Child Bearing Preparation

1. Leave without pay or other benefits may be granted to an employee for child rearing.
2. The employee shall request such leave as soon as possible, but under no circumstances less than twenty (20) work days prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave without pay.
3. The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the Superintendent when considering the scheduling and replacement problems of the District.
4. The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on June 30 in the school year in which such leave is granted. An extension of leave may be granted, not to exceed an additional twelve (12) months.
5. The employee is not entitled to the use of any accrued sick leave or other paid leave while such employee is on leave for child rearing.

F. Industrial Accident and Illness Leave. The Education Code is supplemented as follows:

1. An employee shall be entitled to, upon completion of one (1) year of service in the District, sixty (60) days non-cumulative industrial accident or illness leave per year. If utilization of this leave occurs at a time when the full sixty (60) days will overlap into the next year, the employee shall be entitled to only that amount of leave remaining at the end of the year in which the leave commenced for the same injury or illness.
2. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of compensation award made under workers' compensation.

(June 2012)
3. An employee who exhausts such leave shall be entitled to use his or her sick leave benefits as provided in this article. If the employee continues to receive workers' compensation while on sick leave, he or she may elect to use that portion of his or her sick leave which when added to the temporary disability compensation is equal to his or her regular monthly salary.
4. Payment for wages lost on any day shall not, when added to an award granted employee under workers' compensation laws, exceed the normal wage for the day.
5. Any employee receiving benefits as a result of this article shall, during the period of injury or illness, ~~remain within~~ *notify the Superintendent or designee if traveling outside the State of California, unless the District authorizes travel outside the State.*

(September 2020)

6. An employee shall be deemed to have recovered from an industrial accident or illness and thereby able to return to work at such time as the employee and his or her physician agree that there has been such recovery.

G. Family and Medical Leave. Employees who have been employed for at least one year and worked at least 1250 hours in the previous school year (July 1 through June 30) shall be entitled to up to twelve (12) weeks of unpaid leave during a twelve (12) month period to care for:

1. The employee's newborn child or a child placed with the employee for adoption or foster care;
2. The employee's spouse, child, or parent (including parent-in-law) with a serious health condition; or
3. The employee's serious health condition.

A detailed statement from a licensed physician shall accompany a request for leave under Items 2 and 3 above.

When such leave is foreseeable, an employee shall give the District at least thirty (30) days advance written notice. When the leave is not foreseeable, an employee shall give written notice to the District as soon as the employee is aware of the need for leave.

The District shall continue all group health coverage plans for an employee on such leave at the same level of benefits and under the same conditions that existed while the employee was working. If the District changes a health plan during an employee's leave, the change applies to the employee as if still on the job.

The District may require an employee to sign an agreement regarding his or her intention to return to work. After a leave, the District may reinstate the employee to the same position held before the leave or may transfer or reassign the employee in accordance with policy. If an employee fails to return to duty at the end of the leave, the employee must reimburse the District for the cost of the benefits.

During the unpaid leave, employees shall not accrue sick leave or any other right to leave, but the leave shall not be considered a break in service for seniority purposes.

In providing this leave benefit, the District shall comply with both the regulations of the Family and Medical Leave Act (FMLA) and applicable California law. The least restrictive language applicable to the employee in either the State or Federal Act shall be used in cases wherein there is a conflict in language between the two.

H. Jury Duty

1. Employees shall be entitled to ten (10) days of paid leave for appearances in response to service as a juror before any duly convened court of law. If the employee receives any juror's fee while on leave under this paragraph, such fee shall be remitted to the District.

The employee must notify his/her immediate supervisor at least five (5) work days prior to the date to either appear or call in for jury duty.

(September 2020)

2. An eight (8) hour employee on leave for jury duty shall report back to the job site on any day which he or she is dismissed at 1:00 p.m. or earlier.
3. In order to be eligible for jury duty leave with pay, an employee returning from such leave must obtain a statement from the clerk of the court verifying the amount of time actually spent on jury duty and present such statement to the District Office.
4. *In the event that a night or evening shift employee is required to report to a mandated Jury Duty assignment during the day of a scheduled work shift they will not be obligated to report to their night or evening shift, and Jury Duty leave may be applied, subject to the requirements of eligibility outlined in this section. The District may require documentation indicating proof of Jury Service, as referenced in section 3.*

(September 2020)

- I. Military Leave. For the purpose of Military and Veterans Code Section 395, or any other provision of law providing for the payment of salary or compensation to an employee absent from duty because engaged in ordered military or naval duty, the employee's salary or compensation for thirty (30) days shall be deemed to be one (1) month's salary.

- J. Association Leave. The Association shall have the right to send delegates of its choice to the annual California School Employees Association conference for a maximum of five (5) days each, without loss of compensation. The number of delegates shall be determined on the basis of two (2) delegates for the first one hundred fifty (150) members and one (1) additional delegate for each one hundred (100) members, or fraction thereof, as reflected on the roster of dues-paying members as of May 30 of each year. This number may be amended if warranted by the membership, as reflected on the June 30 roster. The District shall not be held responsible if such amendment is not timely enough for Board approval prior to the date of the conference.

- K. Other Leaves. The parties recognize and acknowledge the Board of Education has sole, exclusive, and discretionary right to grant such other leaves of absence, paid or unpaid, as it sees fit and proper. The application for and granting of such leaves of absence shall be in writing. The employee shall request such leave as soon as possible, but not less than ~~ten~~ *fifteen (15)* work days prior to the date on which the leave is to begin. In addition, a unit member on such leave shall notify the Personnel Office thirty (30) days prior to termination of his or her leave as to an intent to return to employment in the District. Failure to so notify will be considered an abandonment of position.

(February 2013)
(September 2020)

- L. Americans with Disabilities Act. The District will comply with the provisions of the Act by making reasonable accommodations where appropriate.

ARTICLE 13

SAFETY CONDITIONS AND TOOLS AND MATERIALS

A. Safety Conditions

1. The District agrees to establish and maintain safe working conditions for all employees as determined by the District.
2. Employees may notify their immediate supervisor in writing concerning an unsafe condition in the District directly affecting their physical welfare. Their immediate supervisors shall investigate said reported unsafe condition and advise the employees of any findings and suggested corrective action.
3. The Association and the District shall each appoint two (2) safety representatives. The Association safety representatives shall receive an appointment to meet with the District representative to determine areas of mutual concern regarding safety conditions of the District. Their findings shall be recommendations only to District administration. The Association representative shall receive eight (8) hours of released time annually which may be extended by the District representative.
(October 2014)
5. Tools, Materials and Equipment. The District will provide required tools, ~~and~~ materials and equipment. If those tools and materials are either lost, stolen, or damaged, the employee shall immediately report the incident to his or her immediate supervisor.
(October 2014)
6. Maintenance workers and custodians will be provided five (5) shirts (uniforms) on an annual basis on or about July 1. ~~Association and District representatives will determine guidelines for the development and the use of the shirts (uniforms).~~
(September 2020)
7. Maintenance workers and custodians are required to wear shirts (uniforms) during the workday.

Original: 2-29-00
Revised: 3-15-02

ARTICLE 14

DISCIPLINE

A. Dismissal/Demotion/Suspension

1. A permanent employee shall not be dismissed, demoted, or suspended except for reasonable cause.
2. No dismissal, demotion, or suspension shall be taken against any permanent employee for any cause which arose prior to the date upon which the employee became permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause, unless such cause was concealed or not disclosed by the employee when it could reasonably be assumed that the employee should have disclosed the facts to the appropriate authority in the District.
3. Probationary employees may be dismissed or demoted for reasonable cause prior to completion of the probationary period. Such disciplinary action may be taken by the appropriate management employee, subject to review and concurrence by the Assistant Superintendent of Personnel Services or designee and approval by the Board.
4. A permanent or probationary employee shall not be considered to have been dismissed or demoted until final action is taken by the Board.

B. Definitions and Procedures for Suspension

1. Dismissal - An involuntary separation from service initiated by the employee's supervisor and approved by the Board.
2. Demotion - A change in an employee's classification resulting in a reduction in pay rate, either rate per month or rate per hour, without the employee's written voluntary consent.
3. Suspension - An involuntary absence from work, either with pay or without pay, imposed by the employee's immediate supervisor or the Superintendent, subject to the following conditions:
 - a. An employee may be suspended with pay by a management employee for up to three (3) working days. The management employee may not impose such suspension until having orally informed the employee of the specific act(s) or omission(s) causing the suspension. The Assistant Superintendent of Personnel Services or designee shall immediately be notified of the suspension.
 - b. A permanent employee may be suspended without pay by the Superintendent or designee for up to three (3) working days without referring the action to the Board for approval. Prior to such suspension, the employee shall be notified in writing of the specific act(s) or omission(s) causing the suspension and shall be provided the right to a hearing with the Superintendent or designee.

- c. A permanent employee may be suspended without pay by the Superintendent or designee for up to ten (10) working days, exclusive of days of suspension with pay. Any such suspension shall be referred to the Board for approval at the earliest possible time, but no later than thirty (30) calendar days after the beginning date of the suspension. All legal requirements and District regulations regarding notice to the affected employee, appeal, and hearing rights shall apply.

C. Causes for Discipline. A permanent employee may be subject to disciplinary action, i.e. dismissal, demotion, or suspension, only for the following causes:

1. Incompetency, below standard work performance, a pattern of inefficiency, or continued negligence in the performance of assigned duties;
2. Insubordination including, but not limited to, refusal to do reasonably assigned work or any other serious breach of discipline;
3. Discourteous, offensive, or abusive conduct toward other employees, students, or the public;
4. Misuse or theft, destruction, or mishandling of District property or property of employees;
5. Offering anything of value; offering any service in exchange for special treatment in connection with the employee's job or employment; or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public;
6. Possession of opened alcoholic beverage containers, drinking alcoholic beverages, being intoxicated while on the job, or unauthorized use of narcotics or habit forming drugs not prescribed by a licensed physician;
7. Engaging in political or personal activities during assigned hours of employment;
8. Conviction of any felony or crime;
9. Conviction of a sex offense as defined in Education Code Section 44010, or a narcotics offense as defined in Education Code Section 44011;
10. Repeated or unexcused absence or tardiness after warning;
11. Abuse of leave privileges after warning;
12. Physical or mental unfitness for service, as proven by competent medical evidence;
13. Knowingly falsifying any information supplied to the District, including but not limited to information supplied on application forms, employment records, and other records;

14. Persistent violation or refusal to obey safety rules or other procedures made applicable to the District by the Board or any appropriate State or governmental agency;
15. Any willful failure of good conduct tending to injure the public service or its reputation, with particular regard to students;
16. Abandonment of position, which shall be interpreted to mean an absence without continued notification in excess of three (3) days, except in cases of emergency;
17. Membership in the Communist Party or any other organization which advocates the overthrow of Federal, State, or local government by force, violence, or other unlawful means, as defined in Section 1028 of the Government Code;
18. Willful or persistent violation of District rules and regulations, or adopted and implemented procedures of a division or department, when such procedures are made known to the employee in writing.

D. Notice of Disciplinary Action

1. Prior to formal approval of disciplinary action by the Board, the employee shall be notified of the intention to recommend to the Board that disciplinary action be approved. Such prior notice shall contain:
 - a. A specific statement of charges which have resulted in the recommendation for disciplinary action;
 - b. A statement of specific rules and/or regulations that have been violated by the employee;
 - c. A specific statement of facts upon which the charges are based and copies of all relevant written materials supporting the facts;
 - d. A specific statement of the employee's right to respond to the charges prior to noon of the day the Board will act on the recommendation.
2. When the Board has taken action to suspend, demote, or dismiss an employee, the employee shall be notified in writing within ten (10) working days of the disciplinary action. A notice of disciplinary action shall contain:
 - a. A statement of charges in ordinary and concise language of the specific acts and/or omissions of the employee which have resulted in the disciplinary action;
 - b. A statement of specific rules and/or regulations that have been violated by the employee and the relevant cause(s) for disciplinary action, as specified in Provision C of this article;
 - c. Copies of all relevant written materials upon which the charges are based;
 - d. A statement of the employee's right to appeal to the Board for a hearing on the charges.

3. A notice of disciplinary action shall be accompanied by a card or paper which, if signed by the employee and filed with the Personnel Office within five (5) working days of receipt of the notice, shall constitute a denial of all the charges and a demand for a hearing.
4. A notice of disciplinary action shall be handed personally to the employee by the classified personnel administrator or designee or sent by certified or registered mail. The notification requirement shall be deemed to have been complied with if a copy of the notice is deposited in the United States Post Office, addressed to the employee at the last known mailing address on file in the employee's personnel folder.
5. For purposes of this regulation, if a notice is mailed, the postmark date of the notice shall be the official date of notification. Five (5) calendar days after the postmark date shall be the official date of receipt of the notification.

E. Right of Appeal. Upon receipt of notice that the Board has taken action to suspend, demote, or dismiss an employee, the employee may, within five (5) working days, appeal to the Board for a hearing. An appeal shall be considered to have been made if the employee signs the card or paper provided with the notice, which constitutes a denial of the charges and a demand for a hearing, and files such card or paper with Personnel Services within the specified time.

F. Hearing Procedure

1. After an employee has made and filed an appeal in answer to charges against him or her, the Board shall order a hearing. If a hearing is to be conducted, the Board shall then fix the time and place of the hearing which shall be within a reasonable length of time from the receipt of the appeal, but in no event will the hearing be held less than five (5) days after service of the notice of disciplinary action to the employee.
2. The Board may appoint a hearing officer to conduct any hearing and report findings and recommendations to the Board. Such recommendations shall not be binding on the Board.
3. Hearings shall be conducted in the manner most conducive to a determination of the truth, and neither the Board nor its hearing officer shall be bound by technical rules of evidence. Decisions made by the Board shall not be invalidated by any informality in the proceedings.
4. The Board or its hearing officer shall determine the relevancy, weight, and credibility of testimony and evidence and shall base its findings on a preponderance of evidence.
5. The Board and the employee may be represented by separate legal counsel or other designated representatives.

6. A hearing shall be conducted in the following order:
 - a. Opening statement by the Board or its designated representatives;*
 - b. Opening statement by the employee or the employee's designated representatives;*
 - c. The Board's presentation of witnesses and evidence;
 - d. The employee's presentation of witnesses and evidence;*
 - e. Closing argument by the employee or the employee's designated representatives;*
 - f. Closing argument by the Board or its designated representatives;*

An asterisk (*) indicates an optional step in the procedure.

7. Each party will be allowed to examine and cross examine witnesses.
8. The Board or its hearing officer may, prior to or during a hearing, grant a continuance for any reason believed to be important to reaching a fair and proper decision.
9. A hearing shall be held in closed session unless an open hearing is requested by the employee. Either party may request the Board or its hearing officer to exclude witnesses not under examination, except the employee and the party attempting to substantiate the charges against the employee and his or her respective counsel.
10. If a hearing officer has been appointed, a written report of the hearing officer's findings and recommendations shall be submitted to the Board with copies sent to both parties involved. When the Board meets to decide a matter using a hearing officer's report in making its decision, involved parties may come before the Board to challenge significant errors or omissions reflected in the report. The Board may amend the report in the interests of fairness and accuracy, however, the hearing shall not be reopened.
11. The Board shall render its judgment as soon after the conclusion of the hearing as possible and in no event later than twenty one (21) calendar days after the Board hearing or after receipt of the hearing officer's report. The Board may deliberate its decision in closed session.
12. The Board may sustain or reject any or all of the charges filed against the employee.

Original: 2-29-00
Revised: 6-03-03

ARTICLE 15

HOURS

- A. The regular workweek of a full-time employee shall be forty (40) hours, five (5) consecutive days, and the regular workday shall be eight (8) hours. The scheduling of the hours and the workday shall be at the sole discretion of District management.
1. The District will provide compensation or compensatory time off at a rate equal to one and one-half (1-1/2) times the regular rate of pay for employees designated by the District and authorized to perform such overtime. Overtime is any time required to be worked in excess of forty (40) hours in any calendar week. This provision does not apply to employees whose workweek is less than forty (40) hours. For the purpose of computing the number of hours worked, time during which the employee is excused from work because of holidays, sick leave, vacation, compensated time off, or other paid leaves of absence shall be considered as time worked by the employee. The authorization of any overtime shall rest solely with District management. Overtime will be distributed as equitably as possible, according to seniority, taking into account the skills required.
 2. An employee shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime work. Such election shall be submitted in writing to the immediate supervisor within five (5) working days following the day the overtime was worked. Employees have ~~one year~~ six (6) months from the date the compensatory time was earned to utilize it. *If the employee does not utilize the accrued Compensatory time prior to this deadline, the employee shall be compensated for the unused time in the subsequent pay period.*

(September 2020)
 3. The workweek shall consist of not more than five (5) consecutive working days for any employee having an average workday of four (4) hours or more during the workweek. Such an employee shall be compensated for any work required to be performed on the sixth (6th) or seventh (7th) day following the commencement of the work week, at the rate equal to one and one-half (1-1/2) times the regular rate of pay of the employee designated and authorized to perform the work.
 4. An employee having an average work day of less than four (4) hours during a work week shall, for any work required to be performed on the seventh (7th) day following the commencement of his or her work week, be compensated at a rate equal to one and one-half (1-1/2) times the regular rate of pay of the employee designated and authorized to perform the work.
 5. An employee who works a minimum of thirty (30) minutes per day in excess of his or her part-time assignment, for a period of twenty (20) consecutive working days or more, shall have his or her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis, as specified in Section 45137 of the Education Code.
 6. Employees called in on an emergency basis to work overtime shall be guaranteed a minimum of two (2) hours of pay.

7. Beginning the 2000-01 school year, hourly employees will receive two (2) hours of compensation for attending the Orientation Day function. Attendance by hourly employees is optional. If an employee chooses not to attend, he or she shall not be compensated. Vacation and the leave provisions shall not be available to hourly employees who do not attend.

B. The number of scheduled workdays for employees shall be in accordance with this Agreement and in accordance with past practice, and the scheduling of such workdays for the school year shall be as established by the District.

C. Employees who work eight (8) hours per day shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period, at the rate of fifteen (15) minutes per four (4) hours worked. Employees who work four (4) hours or more per day, but less than eight (8) hours, shall be granted a rest period of fifteen (15) minutes approximately at mid-point, or as arranged with their supervisor.

<u>Hours Worked</u>	<u>Break Period</u>	<u>Unpaid Lunch Period</u>
0 – 3.5 hours	none	none
4 – 4.5 hours	15 minutes	none
5 – 5.5 hours	15 minutes	30 minutes (optional)
6 – 7.5 hours	15 minutes	30 minutes
8 hours	15 minutes (2x)	30 minutes

D. Employees who work six (6) hours a day or more shall take a thirty (30) minimum daily unpaid, duty free lunch period. Employees who work five (5) hours a day but less than six (6) hours per day shall, at the option of the employee, be granted a minimum thirty (30) minute duty free lunch period without pay.

E. All employees shall be entitled to paid holidays as set forth in Appendix C attached hereto.

1. Regular unit employees are entitled to all holidays listed in Appendix C provided they were in paid status the work day immediately preceding or succeeding the holiday.

2. When a holiday herein listed falls on a Sunday, the following Monday shall be deemed the holiday in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed the holiday in lieu of the day observed. When an employee is required to work any said holidays, he or she shall be paid compensation or given compensatory time off for such work, in addition to regular pay received for the holiday, at the rate of time and one-half (1-1/2) his or her regular rate of pay.

3. Beginning with the 1999-00 school year, the “Good Friday” holiday will become the “Spring Break” holiday and it will occur the Friday of spring break irrespective of the actual date of Good Friday.

- F. Upon initial employment and each change in classification, each affected employee shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his or her position, a statement of the duties of the position, a statement of the employee's regular work site, and the hours per day, days per week, and months per year.
- G. The number of scheduled workdays for employees shall be as follows for employees working less than twelve (12) months per year:
1. Instructional Assistant work year shall begin the day before the first day of student attendance and end the last day of student attendance.
 2. Library Media Specialist work year shall be ten and a half (10.5) months, as determined by the immediate supervisor. (July 2007)
 3. The work year of all other hourly employees shall be in accordance with past practice.
 4. The School Secretary work year shall be ten months and ten days and shall start in August and end in June. The start date of the School Secretary work year in August shall be set in accordance with the District calendar.
(October 2013)
 5. The Special Services Secretary shall be an eleven (11) month employee.
 6. Speech Language Pathologist Assistants shall work the day prior to the first day of instruction for set up and preparation time (in addition to School Days Schedule).
(September 2017)
 7. Lead Food Service Workers I and Health Clerk employees shall work the day prior to the first day of instruction and the day after the last day of instruction for the school year.
(September 2017)
- H. Seniority shall be determined by hire date as a probationary employee for all bargaining unit employees. Lot shall determine order of employment for those employees who have the same date of hire.
- I. Eight (8) hour employees assigned to a p.m. shift in which fifty (50) percent of the shift occurs after 2:00 p.m. will work an eight (8) hour day, inclusive of lunch. These employees are guaranteed a thirty (30) minute duty free lunch.
- J. An employee on temporary assignment performing work in a higher classification shall receive the rate of pay determined by the salary range of the high classification commencing on the third consecutive full day of the work assignment, retroactive to the first day.
(August 2016)
- K. *A Food Service Worker I on temporary assignment performing work in the higher classification of Lead Food Service Worker I or Lead Food Service Worker II shall receive the rate of pay determined by the salary range of the Lead Food Service Worker commencing on the first day of the work assignment, provided that the temporary assignment consists of two or more consecutive hours on the higher classification.*
(September 2020)

ARTICLE 16

COMPENSATION AND BENEFITS

- A. The salary for the bargaining unit members for the 2005-06 school year shall be that as listed in the salary schedule dated February 1, 2006 in Appendix D. Continue Furlough Days for the 2012-2013 school year at the same level as the 2011-2012 school year. (June 2012)

The District agrees to increase the salary schedule for all bargaining unit members by 3% retroactive to July 1, 2014. (October 2014)

The District agrees to increase the salary schedule for all bargaining unit members by 3.7% retroactive to July 1, 2015. (October 2015)

The District agrees to increase the salary schedule for all bargaining unit members by 1% retroactive to July 1, 2016. (August 2016)

- B. As set forth in the hourly salary schedule of Appendix D, a bonus of five (5) percent of the employee's base salary shall be paid to all eligible employees who provide the District required bilingual/biliterate clerical/support services. Eligibility for the bilingual/biliterate bonus shall be determined according to the following procedure: (a) the employee applies for the bonus; (b) the employee's immediate supervisor recommends the employee be considered for the bonus; (c) the employee receives a passing grade on the District administered bilingual/biliterate proficiency test.

Positions in clerical/support services, which may receive the above bonus, include only the following: Receptionist, School Secretary, Office Clerk, Guidance Clerk/Technician, and Family Outreach Liaison, Nutrition Service Technician, and Secretary III (Special Services).

(June 2012) (October 2014)

- C. As set forth in the hourly salary schedule of Appendix D, a bonus of two and one-half (2.5) percent of the employee's base salary shall be paid to an eligible employee who provides the District required bilingual services. Eligibility for the bilingual bonus shall be determined according to the following procedure: (a) the employee applies for the bonus; (b) the employee's immediate supervisor recommends the employee be considered for the bonus; (c) the employee receives a passing grade on the District administered bilingual proficiency test.

Positions in clerical/support services, which may receive the above bonus, include only the following: Receptionist, School Secretary, Office Clerk, Guidance Clerk/Technician, Family Outreach Liaison, Nutrition Services Technician, Secretary III (Special Services), Instructional Assistant I, all subclassifications of Instructional Assistant II with the exception of Instructional Assistant II Bilingual, Attendance Clerk, Health Clerk, Lead Food Service Worker I, Lead Food Service Worker II and Speech and Language Pathologist Assistants.

(October 2014)

(September 2017)

D. All eligible employees shall continue to receive the current two (2) percent increase in salary for ten (10) years of continuous service in accordance with past practice. An additional one (1) percent salary increase shall be granted beginning with the fifteenth (15) year of continuous service. An additional one (1) percent salary increase shall be granted beginning with the twentieth (20) year of continuous service. An additional one (1) percent salary increase shall be granted beginning with the twenty fifth (25) year of continuous service.

(October 2015)

E. Effective January 1, 2003, employees shall be entitled to health insurance as described in the Medical Insurance Rates, Appendix E.

The District agrees to increase the cap to the following rates for all plans except PERS CARE for employees who work 30 hours or more per week. Part-time benefits shall be based on a proration of the District 2015 cap consistent with current practice:

- Single coverage - \$6,254.16
- Two-party coverage - \$12,508.32
- Family coverage - \$16,260.84

(October 2014)

F. The District agrees to provide health insurance for employees as follows:

1. The District agrees to provide for Dental and Vision insurance in accordance with the attached plans and schedules set forth in Appendix E.

The District agrees to increase the cap to Dental and Vision at the following composite rates for employees who work 30 hours or more per week. Part-time employees dental and vision shall be based on a proration of the District 2015 cap consistent with current practice:

- Delta Dental - \$168.83
- MetLife Dental - \$58.75
- VSP - \$29.34

(October 2014)

2. Employee Assistance Service for Education (EASE) - The District will assume the cost per employee for employee-only coverage.

3. The District will assume the cost for bargaining unit employees for term life insurance in the amount of \$10,000 covering the employee on a year-to-year basis while employed, up to age seventy (70).

4. Subject to the providers' restrictions, employees shall be entitled to purchase through payroll deduction dependent coverage from Delta Dental and VSP.

5. The District and CSEA agree to form a committee to review insurance issues. The committee will be composed of three members appointed by CSEA and three members appointed by the Superintendent. The committee will make recommendations to CSEA leadership and to the District Board prior to commencement of any reopener negotiations.

G. Employees who receive paid health benefits may receive a five percent (5%) salary option in lieu of benefits effective beginning October 1, 1992. Employees who elect to receive this salary option must notify Personnel during the open enrollment period.

H. Early Retirement Medical Contributions:

1. An employee who retires from District service during the term of this Agreement, between the ages of fifty-five (55) and sixty-five (65) must have at least ten (10) full years of previous District service to be eligible to participate in the Early Retirement Medical Contribution program. Furthermore, the employee qualified for this program must be employed for at least six (6) hours or more per day at the time of retirement.
2. For eligible retired employees, the District will pay up to sixty-five hundred dollars (\$6,500) per year up to five (5) years or when the participant reaches age sixty-five, whichever is earlier. Annual payment shall be prorated for any partial year, and payments shall be made on or before January 1.

(February 2013)

(October 2015)

3. In accordance with the current rules and regulations governing LARISA, employees who retire prior to the age of sixty-five (65) may purchase vision and/or medical insurance at the LARISA retiree rates until they reach the age of sixty-five (65). In order to receive benefits, the District Business Services Office must receive twelve (12) checks payable to "Little Lake City School District" dated successfully the first of each month beginning on October 1 following the date of retirement. Prior to October 1, the District Business Services Office must receive all checks in a total amount equal to the amount of the insurance premiums. This practice may change if the relevant LARISA rules and regulations no longer allow for retiree purchase of vision and/or dental insurance.

I. Employees shall be reimbursed at the current IRS rate when using their personal car on school business, provided they are authorized by the immediate supervisor.

J. Lead Service Worker II (Cafeteria Manager) to be salaried on a monthly basis, to be paid on or about the 10th and 25th of each working month.

K. Range changes in the following classifications shall occur:

1. Effective November 1, 1996:
 - a. Cooks from Range 19 to Range 20,
 - b. Lead Food Service Worker I from Range 19 to Range 21,
 - c. Lead Food Service Worker II from Range 24 to Range 26,
 - d. Food Service Worker I from Range 14 to Range 16.
2. Effective July 1, 1997:
 - a. Maintenance I from Range 30 to Range 31,
 - b. Maintenance II from Range 33 to Range 34,
 - c. Maintenance III from Range 36 to Range 37,
 - d. Grounds I from Range 25 to Range 26,
 - e. Grounds II from Range 27 to Range 28,
 - f. Grounds III from Range 29 to Range 30
 - g. Attendance Clerk I from Range 25 to Range 26

3. Effective July 1, 2007:
 - a. Interpreter for the Deaf II from Range 35 to 39.
4. Beginning with the 2000-01 school year, the Office Clerk schedule will change from “school days” to ten and one half (10.5) months. There will be no change in the salary range of the Office Clerk position. The Attendance Clerk I position will change from ten (10) months to 10.5 months. There will be no change in the salary range of the Attendance Clerk I position.
5. The Secretary I position will change prospectively from range 24 to 25. The range change shall be reflected on the first pay period after ratification of the 1999-2002 agreement.
6. A new classification is established entitled “Guidance Clerk/Technician” with a work year of ten and one half (10.5) months at range 21. The two employees who are now doing the duties of Guidance Clerk/Technician shall maintain their same date of hire/seniority in the new classification. The range change shall be reflected prospectively on the first pay period after ratification of the 1999-2002 agreement.
7. Beginning with the 2000-01 school year, a new classification is established entitled “School Secretary” with a work year of ten and one half (10.5) months at range 30. This new classification replaces the classifications of Secretary II and Secretary III, and all employees in the previous classifications shall now be in the new School Secretary classification. All of these employees shall maintain their same date of hire/seniority in the new School Secretary classification.

ARTICLE 17

CONCERTED ACTIVITIES

- A. It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing, refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement.
- B. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.
- C. It is agreed and understood that any employee violating this article may be subject to discipline up to and including termination by the District.
- D. The District agrees that during the term of this Agreement it will not lock-out employees so as to cause a loss of pay that they would normally earn in that period.

ARTICLE 18

VACATIONS

- A. Each employee shall be entitled to vacation benefits with pay during each fiscal year. Full-time employees shall earn one (1) day of vacation for each month of service. Part-time employees shall earn proportionate benefits. Instructional Assistants who work more than nine and one-half (9.5) months shall receive ten (10) days vacation, prorated to the number of hours per day worked.
- B. After completing five (5) years of service, each full-time and part-time ten (10), eleven (11), and twelve (12) month employee shall be granted an additional day of paid vacation. Part-time employees shall be granted additional vacation leave days prorated to the number of hours worked. An additional day per year of service thereafter shall also be granted, to a maximum of eight (8) additional days of vacation at the end of the thirteenth (13th) year. The maximum vacation allowance earnable by twelve (12) month employees shall be twelve (12) (regular) plus eight (8) (longevity) for a total of twenty (20) days. The maximum vacation allowance earnable by ten (10) month employees shall be ten (10) regular plus eight (8) longevity for a total of eighteen (18) days. All employees must serve seventy five percent (75%) of their service period to qualify for each year's longevity vacation. Employees will receive one (1) vacation day on July 1 of each calendar year, providing they have accumulated fifty (50) days of sick leave by that date. This vacation shall be administered as any other vacation. (October 2013)
- C. All regular hourly employees shall be entitled to vacation benefits as follows:
1. Special education, ~~library personnel~~ and cafeteria employees with the exception of Lead Food Service Worker II shall be paid for half of their vacation days at the end of the calendar year and half of the days at the end of the school year.
(October 2014)
(December 2018)
 2. *Library personnel shall be allowed to take vacation leave on days when students are not present during the regular school year and summer break (effective beginning 2019-2020)*
(December 2018)
 3. All other employees shall be allowed to take vacation leave on any day when students are present during the regular school year.
- D. Notification of vacation allowance for the coming fiscal year will be sent to each employee by Personnel Services during the month of June. Vacation requests should then be discussed with the employee's principal, supervisor, or department head whose approval is required. The approval of Personnel Services will not be required unless a written request for review is submitted.
- E. If two (2) or more employees from any one department request vacation thirty (30) days in advance for the same time period, vacation requests will be granted on seniority basis.

- F. Vacations shall be taken during the fiscal year in which they are earned. That is, vacations for the current year shall be taken between July 1 and June 30. No employee may carry over into the following school year more than five (5) days of accumulated vacation, except on approval of the Superintendent. On an annual basis, scheduling of vacation should be based on mutual agreement. The employee may request involvement of the Superintendent or designee in reaching mutual agreement; however, if mutual agreement cannot be reached, the Superintendent or designee shall assign vacation days, subject to reasonable notice. Assignment of vacation shall not be made in an arbitrary or capricious manner. It is the intent of the parties that employees with accumulated vacation in excess of five (5) days be reduced to five (5) days by the end of each school year.
- G. Pay for vacation shall be the same as that which the employee would have received had he or she been in working status. Such vacation shall not become a vested right until completion of six (6) months of employment. The scheduling of such vacation shall be within the sole discretion of District management.
- H. ~~Probationary employees who terminate their service within one hundred thirty five (135) days or less during a contract year are not entitled to vacation benefits. Such personnel shall have deducted from the final warrant all days charged to vacation during their term of employment.~~ *Any employee whose service has been terminated and who has utilized more vacation days than he/she has accumulated pursuant to the terms of this article, shall have deducted from the final warrant all days charged to vacation in excess of the days actually earned based on the months of service. All unused, but earned vacations days, shall be included as compensation in the employee's final warrant.*
- (September 2020)*
- I. Permanent employees who terminate prior to the end of a contract year shall have deducted from the final warrant all days charged to vacation which are in excess of those days earned proportionate to the percentage of the year served. This shall apply to regular and longevity vacation days.
- J. Employees who terminate during a fiscal year shall be paid longevity vacation benefits proportionate to the percentage of fiscal or school year worked.
- K. In the event an employee has taken unearned or unauthorized vacation benefits prior to his or her dismissal, resignation, or death, salary for each unearned or unauthorized day, or portion thereof, vacation shall be deducted from the final warrant.

- L. The following regulations govern the time during which certain employees may take their vacations:

<u>Position</u>	<u>Vacations May Be Taken</u>	<u>Vacations May Not Be Taken</u>
Clerical	During winter and spring recess	
Custodian	As authorized by the immediate Supervisor (Director of Maintenance Facilities and Operations) at any time during the year (only one custodian may be gone at any one time from each school).	
Grounds Maintenance, Maintenance and Warehouse Worker	As authorized by the immediate supervisor, in accordance with the work load.	
<i>Library Personnel</i>	<i>During non-student days and summer break (effective beginning 2019-2020)</i>	

(December 2018)

- M. Employees on a scheduled vacation may substitute illness or bereavement leave for vacation days upon proper verification and approval by the superintendent or his designee.

- N. *In the event that a non-student day falls on a regularly scheduled workday for a Library Media Specialist (LMS), the affected LMS shall be given the opportunity to make up the workday within five (5) working days, and shall not be obligated to utilize a vacation day, or other accrued leave. The LMS is limited making up no more than three (3) non-student days per work year.*

(September 2020)

ARTICLE 19

Summer Work Employment Practice (Formerly Appendix G)

A. Food Services

The employees of the cafeteria or cafeterias that produce the meals for summer school or extended school year program and for other agencies are given preference for summer employment. The Nutrition Services Supervisor designates the cafeteria positions that will be filled. In the event someone assigned to the site cannot fill a position, an applicant in the same classification who has applied for the position with the greatest seniority will be given preference. If there are no applicants who currently are working in the classification of the vacancy, the applicant with the greatest previous experience in the classification of the vacancy will be given preference. If there are no applicants who are currently working in the classification of the vacancy, and if there are no applicants with previous experience in the classification of the vacancy, preference for employment will be given to the best qualified unit member. (June 2012)

B. Clerical

Clerical positions, e.g., School Secretary and Office Clerk, are filled by those applicants who currently are working in the classification and have the greatest seniority. If there are no applicants who currently are working in the classification of the vacancy, an applicant with the greatest previous experience in the classification of the vacancy will be given preference. If there are no applicants who are currently working in the classification of the vacancy, and if there are no applicants with previous experience in the classification of the vacancy, preference for employment will be given to the best qualified unit member.

C. Instructional Assistants

Instructional Assistant vacancies are filled by applicants with the greatest seniority who currently are working in the classification of the vacancy, e.g., Instructional Assistant II, Special Education Learning Handicapped. If there are no applicants who currently are working in the classification of the vacancy, the applicant with the greatest previous experience in the classification of the vacancy will be given preference. If there are no applicants who are currently working in the classification of the vacancy, and if there are no applicants with previous experience in the classification of the vacancy, preference for employment will be given to the best qualified unit member.

In the case of fully included students requiring paraprofessional assistance, the Instructional Assistant II Special Education SH that has been assigned to the student during the regular school year by the Special Education consortium will be given preference. In the event the Instructional Assistant that has been assigned to the student is unable to work, preference will be given to the applicant with the greatest seniority in the classification of Instructional Assistant II Special Education SH. If there are no Instructional Assistant II Special Education SH applicants, preference for employment will be given to the best qualified unit member.

D. An employee shall not be eligible to work summer school or extended school year programs if in the last performance evaluation he/she received a rating of less than “Meets Standards” in three or more areas. (June 2012)

- E.** If at anytime a summer school or extended school year employee is absent more than three days during the assignment, he/she will be removed from the assignment and replaced following the guidelines for filling summer and extended school year vacancies. (June 2012)

- F.** In the event that a summer school or extended school year employee works less than 90% of the assignment he/she will earn vacation or sick leave for days worked during the summer school or extended school year on a prorated basis. (June 2012)

ARTICLE 20

CAREER INCENTIVE PROGRAM

- A. The District and the Association agree to establish a committee for the purpose of reviewing, revising, and making recommendations to the bargaining team concerning the Association's proposed Career Incentive Program.
- B. The committee will be composed of three (3) members appointed by the Association's Executive Board and three (3) members appointed by the Superintendent and shall meet by November 1, 2017.

(September 2017)
- C. Recommendations from the committee will be forthcoming.
- D. The work of the committee shall be advisory only and the District will provide reasonable release time for Association appointees to the committee in order to meet and discuss this proposal.
- E. The proposal will be submitted to the bargaining team for further negotiations.

ARTICLE 21

SAVINGS PROVISIONS

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

ARTICLE 22

EFFECT OF AGREEMENT

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

ARTICLE 23

COMPLETION OF MEET AND NEGOTIATION

This Agreement constitutes the entire agreement between the parties and concludes meet and negotiation on any subject, whether included in this Agreement or not, for the term of this Agreement, except as provided in Article 1, Recognition, and Article 23, Term.

ARTICLE 24

TERM

- A. This tentative agreement, once ratified by both parties, shall be from July 1, 2020, through June 30, 2023.
- B. Negotiations for 2020-21 will be limited to compensation, health and welfare benefits plus two (2) articles. Proposals shall be submitted prior to June 1, 2021.
- C. Negotiations for 2021-22 will be limited to compensation, health and welfare benefits plus two (2) articles. Proposals shall be submitted prior to June 1, 2022.
- D. The entire collective bargaining agreement may be addressed in the proposals for the successor agreement. The proposals shall be submitted prior to June 1, 2023.

(June 2012)

(October 2014)

(September 2017)

(September 2020)

LIST OF ATTACHED APPENDICES

Appendix	Title	Page
A	Classified Recognition of Positions	53
B	Classified Performance Report.....	55
B-1	Classified Personnel Performance Standards.....	56
C	Memorandum of Understanding (Holiday Schedule).....	58
D	Salary Schedules	59
E	Medical Insurance Rates.....	62
F	New Employee Orientation - Side letter of Agreement	72
G	Memorandum of Understanding (Summer Employment Practice) (Moved to Article 19)	
H	Memorandum of Understanding (Buy Back Day).....	75
I	Memorandum of Understanding (Cost of Living Adjustment).....	76
J	Memorandum of Understanding (Contribution Rates for Medical).....	77
K	Memorandum of Understanding (Lay-offs and Reductions in Hours).....	78
L	Tentative Agreement for successor agreement of CBA for 2002-2005.....	80
M	Signature Page for successor agreement.....	81

**Appendix A
Classified Recognition**

<u>Attendance Series</u>	<u>Range</u>	<u>Term</u>
Attendance Clerk I	26	10.5 months
Attendance Clerk II	28	11.0 months
Attendance Technician	30	11.0 months
<u>Nutritional Service Series</u>		
Food Service Worker I**	16	School days
Cook*	20	School days
Lead Food Service Worker I***	21	School days
Lead Food Service Worker II	26	10.0 months
Food Service Technician	25	12 months
Food Service Accounting Clerk	34	12.0 months
<u>Custodial Series</u>		
Custodian I (Night)	26	12.0 months
Custodian II (Day)	28	12.0 months
<u>Instructional Series</u>		
Instructional Assistant I, AVID **	17	School days
Instructional Assistant I, Physical Education **	17	School days
Instructional Assistant II, Bilingual**		
Computer	21	School days
Industrial Arts (Shop)	21	School days
Reading Skills Development	21	School days
Instructional Assistant II, LH**	21	School days
Instructional Assistant II, SH**	21	School days
Instructional Assistant II, RSP**	21	School days
Instructional Assistant II, CH**	21	School days
Instructional Assistant II, DHH**	21	School days
Speech and Language Pathology Assistant**	35	School days
<u>Interpreter Series</u>		
Interpreter for the Deaf I*	27	School days
Interpreter for the Deaf II**	39	School days
<u>Library & Instructional Materials Series</u>		
Instructional Assistant II, Library	21	School days
Library Media Specialist	23	10.5 months
Library Media Clerk II	25	10.25 months
Instructional Materials Specialist II	25	12.0 months

Note:

* School days plus last day of school for teacher and conference days

** School days plus day prior to start of instruction

***School days plus day prior to start of instruction and last day of school for teachers

<u>Clerical Series</u>	<u>Range</u>	<u>Term</u>
District Language Assessor	28	12.0 months
Office Clerk	17	10.5 months
Health Clerk***	18	School days
<i>Office/Health Technician</i>	<i>18</i>	<i>10.5 months</i>
Receptionist/District	22	12.0 months
Payroll Clerk/District	24	12.0 months
Guidance Clerk Technician	21	10.5 months
School Secretary	30	10.0 months + 10 days
Secretary I	25	12.0 months
Secretary III, Special Services	31	11.0 months
<u>Purchasing Series</u>		
Buyer	36	12.0 months
Purchasing Technician	24	12.0 months
<u>Special Program Series</u>		
Community Liaison	28	School days
Family Outreach Liaison	28	12.0 months
<u>Technology Series</u>		
Computer Field Technician	27	12.0 months
<u>Warehouse Series</u>		
Warehouse Delivery Worker	27	12.0 months
Warehouse Worker	29	12.0 months
<u>Grounds & Maintenance Series</u>		
Grounds Maintenance Worker I	26	12.0 months
Grounds Maintenance Worker II	28	12.0 months
Grounds Maintenance Worker III	30	12.0 months
Maintenance Worker I	31	12.0 months
Maintenance Worker II	34	12.0 months
Maintenance Worker III		
Audio Visual	37	12.0 months
Carpenter	37	12.0 months
Electrician	37	12.0 months
Glazier	37	12.0 months
Heating/Ventilation	37	12.0 months
Painter	37	12.0 months
Plumber	37	12.0 months
Mechanic	37	12.0 months

Note:

* School days plus last day of school for teacher and conference days

** School days plus day prior to start of instruction

***School days plus day prior to start of instruction and last day of school for teachers

Updated: 11-17-08
06-05-12
09-18-17
09-2020

APPENDIX B

LITTLE LAKE CITY SCHOOL DISTRICT Classified Performance Report

Probationary	Annual	
3 months		
5 months	Special	
6 months		

Employee _____ Position _____ Site _____

Evaluator _____ Title _____ School Year _____

	Any Unsatisfactory or improvement Needed rating must explained in Section C	Meets Standards	Improvement Needed	Unsatisfactory	
1.	Work Hours				Section C:
2.	Attendance				
3.	Grooming and Appearance				
4.	Compliance with Rules				
5.	Safety Practice				
6.	Public Contacts				
7.	Pupil Contacts				
8.	Employee Contacts				
9.	Knowledge of duties				
10.	Judgments/Decisions				Section D: Employee has exceeded standards in the following manner
11.	Planning & Organizing				
12.	Job Skills				
13.	Quality of Work				
14.	Volume of Acceptable Work				
15.	Meeting Deadlines				
16.	Acceptance of Responsibility				
17.	Acceptance of Direction				
18.	Adapts to Change				
19.	Effectiveness in Emergencies				
20.	Appearance of Work Area				EVALUATION SUMMARY
21.	Operation and Care of Equipment				
22.	Work Coordination				
23.	Initiative				
24.	Attitude				
25.	Leadership Ability				
26.	Confidentiality				
Section B-For Supervisory Personnel Only					Complete for Probationary Employees I do ____ do not ____ recommend this employee for continued employment.
1.	Planning & Organizing				
2.	Scheduling & Coordination				
3.	Training & Instruction				
4.	Evaluation of Subordinates				
5.	Leadership				
6.	Operational Economy				
7.	Supervisory Control				
SIGNATURES					
I have reviewed this evaluation, discussed it with my immediate supervisor, and my signature does not of itself imply agreement to the evaluation. I wish to respond in writing to this evaluation ____ and /or I wish to discuss it further _____.					
Distribution: White/Personnel		Signature of Evaluator _____			Date _____
Canary/Evaluator		Signature of Employee _____			Date _____
Pink/Employee					

Original 2-29-02

Appendix B-1
LITTLE LAKE CITY SCHOOL DISTRICT
CLASSIFIED PERSONNEL PERFORMANCE STANDARDS

1. ***Work Hours*** - Is punctual, arrives to work on time, and observes appropriate work hours.
2. ***Attendance*** - Attends regularly within contractual guidelines.
3. ***Grooming And Appearance*** - Dresses appropriately for assignment.
4. ***Compliance With Rules*** - Follows district policies, rules, regulations, and superior directives.
5. ***Safety Practices*** - Follows good practice of vehicle, equipment and/or personal safety.
6. ***Works Effectively With Public*** - Treats the public with respect and courtesy.
7. ***Works Effectively With Students*** - Is fair, firm, consistent, and positive in working with students. Shows respect for personal worth of each student.
8. ***Works Effectively With Employees*** - Works effectively with fellow employees and treats them with respect and courtesy.
9. ***Knowledge Of Duties*** - Is familiar with the responsibilities of the job.
10. ***Judgments And Decisions*** - Makes decisions in a sound, prompt manner.
11. ***Planning And Organizing*** - Knows daily routine. Has materials and equipment ready when beginning work assignment. Assigns work as appropriate.
12. ***Job Skills*** - Shows ability to perform assignment in the absence of direct supervision, with oral and written instructions. Demonstrates appropriate oral and written communication.
13. ***Quality Of Work*** - Is thorough, neat and efficient. Finishes work in an acceptable manner.
14. ***Volume Of Acceptable Work*** - The amount of work performed meets established district expectations.
15. ***Meeting Deadlines*** - Completes work assignment in allotted time.
16. ***Acceptance Of Responsibilities*** - Accepts assignments requiring responsibility and leadership within the job description.

17. ***Acceptance Of Direction*** - Follows supervisor's directions. Follows established lines of communication and authority.
18. ***Adapts To Change*** - Adapts to suggestions for work changes and improvements.
19. ***Effectiveness In Emergency Situations*** - Under emergency situations reacts effectively.
20. ***Appearance Of Work Area*** - Work area maintained appropriately for assignment.
21. ***Operation And Care Of Equipment*** - Operates and cares for materials, equipment, and tools in a safe and effective manner.
22. ***Work Coordination*** - Efficiently plans and directs work within time constraints. Coordinates the work of others as appropriate.
23. ***Initiative*** - Is self-reliant, resourceful, willing to accept and carry out responsibilities. Seeks opportunities that increase information and skill on the job.
24. ***Attitude*** - Works harmoniously with others and projects a positive image.
25. ***Leadership Ability*** - Performs assignment in absence of supervisor. Motivates others.
26. ***Confidentiality*** - Appropriately maintains student and personnel information and records.

SUPERVISORS

1. ***Planning And Organizing*** - Organizes, plans, and assigns work in a proficient manner.
2. ***Scheduling And Coordinating*** - Plans and directs work so that it can be completed in allotted time.
3. ***Training And Instruction*** - Proficiently trains employees.
4. ***Evaluation Of Subordinates*** - Makes evaluation judgments in a fair, consistent manner.
5. ***Leadership*** - Gives directions and motivates others.
6. ***Operational Economy*** - Works within time, material, personnel, and budget parameters.
7. ***Supervisory Control*** - Obtains maximum efficiency from staff.

Original 2-29-00

APPENDIX C

Memorandum of Understanding between the Little Lake City School District and California School Employees' Association Chapter 596

1. July 4, Independence Day
2. Labor Day
3. Veteran's Day
4. Thanksgiving
5. Thanksgiving Friday
6. Christmas Eve
7. Christmas Day
8. New Year's Eve
9. New Year's
10. Martin Luther King, Jr. Day
11. Lincoln's Birthday
12. Washington's Birthday
13. Spring Break Holiday
14. Memorial Day
15. One (1) floating holiday that shall be taken with the year earned, and the employee and supervisor shall agree when the floating holiday will be taken.

APPENDIX D
LITTLE LAKE CITY SCHOOL DISTRICT

Classified Hourly Salary Schedule

without benefits (base)

Effective July 1, 2018

Range Sch. P.	AA	BB	CC	DD	EE
14	14.15	14.85	15.57	16.38	17.15
15	14.55	15.18	15.94	16.78	17.65
16	14.85	15.57	16.38	17.15	18.08
17	15.18	15.94	16.78	17.65	18.53
18	15.57	16.38	17.15	18.08	18.99
19	15.94	16.78	17.67	18.53	19.40
20	16.38	17.15	18.09	18.99	19.90
21	16.78	17.65	18.53	19.40	20.38
22	17.15	18.08	18.99	19.90	20.92
23	17.65	18.53	19.39	20.38	21.40
24	18.08	18.99	19.90	20.92	21.95
25	18.53	19.40	20.38	21.40	22.51
26	18.99	19.90	20.92	21.95	23.11
27	19.40	20.38	21.40	22.51	23.60
28	19.90	20.92	21.95	23.11	24.23
29	20.38	21.40	22.51	23.60	24.81
30	20.92	21.95	23.11	24.23	25.42
31	21.40	22.51	23.60	24.81	26.02
32	21.95	23.11	24.23	25.42	26.73
33	22.51	23.60	24.81	26.02	27.37
34	23.11	24.23	25.41	26.73	28.10
35	23.60	24.81	26.03	27.37	28.75
36	24.23	25.42	26.73	28.10	29.44
37	24.81	26.02	27.37	28.75	30.18
38	25.42	26.73	28.10	29.44	30.93
39	26.02	27.37	28.75	30.18	31.68

LITTLE LAKE CITY SCHOOL DISTRICT

Classified Hourly Salary Schedule

with benefits (base)

Effective July 1, 2018

Range Sch. C	A	B	C	D	E
8	11.39	11.95	12.56	13.18	13.86
9	11.93	12.48	13.12	13.77	14.50
10	12.20	12.81	13.43	14.14	14.85
11	12.48	13.12	13.77	14.50	15.19
12	12.81	13.43	14.14	14.85	15.57
13	13.12	13.77	14.50	15.19	15.94
14	13.43	14.14	14.85	15.57	16.40
15	13.77	14.50	15.19	15.94	16.77
16	14.14	14.85	15.57	16.40	17.17
17	14.50	15.19	15.94	16.77	17.60
18	14.85	15.57	16.40	17.17	18.04
19	15.19	15.94	16.77	17.60	18.52
20	15.57	16.40	17.17	18.04	18.94
21	15.94	16.77	17.60	18.52	19.36
22	16.40	17.17	18.04	18.94	19.88
23	16.77	17.60	18.52	19.36	20.35
24	17.17	18.04	18.94	19.88	20.89
25	17.60	18.52	19.36	20.35	21.39
26	18.04	18.93	19.88	20.89	21.92
27	18.52	19.35	20.35	21.39	22.52
28	18.93	19.88	20.89	21.92	23.05
29	19.35	20.35	21.39	22.52	23.61
30	19.88	20.89	21.92	23.05	24.20
31	20.35	21.39	22.52	23.61	24.77
32	20.89	21.93	23.05	24.20	25.44
33	21.39	22.52	23.61	24.77	26.01
34	21.93	23.05	24.20	25.44	26.71
35	22.52	23.61	24.77	26.01	27.35
36	23.05	24.20	25.44	26.71	28.03
37	23.61	24.77	26.01	27.35	28.74
38	24.20	25.42	26.71	28.03	29.39
39	24.77	26.01	27.35	28.74	30.14

LITTLE LAKE CITY SCHOOL DISTRICT

Classified Monthly Salary Schedule

with benefits (base)

Effective July 1, 2018

Range Sch. C	A	B	C	D	E
8	2013.00	2110.00	2,221.00	2,328.00	2,450.00
9	2066.00	2163.00	2,274.00	2,391.00	2,514.00
10	2110.00	2221.00	2,328.00	2,450.00	2,572.00
11	2163.00	2274.00	2,391.00	2,514.00	2,633.00
12	2221.00	2328.00	2,450.00	2,572.00	2,699.00
13	2274.00	2391.00	2,514.00	2,633.00	2,765.00
14	2328.00	2450.00	2,572.00	2,699.00	2,840.00
15	2391.00	2514.00	2,633.00	2,765.00	2,904.00
16	2450.00	2572.00	2,699.00	2,840.00	2,976.00
17	2514.00	2633.00	2,765.00	2,904.00	3,050.00
18	2572.00	2699.00	2,840.00	2,976.00	3,126.00
19	2633.00	2765.00	2,904.00	3,050.00	3,209.00
20	2699.00	2840.00	2,976.00	3,126.00	3,285.00
21	2765.00	2904.00	3,050.00	3,209.00	3,355.00
22	2840.00	2976.00	3,126.00	3,285.00	3,445.00
23	2904.00	3050.00	3,209.00	3,355.00	3,528.00
24	2976.00	3126.00	3,285.00	3,445.00	3,621.00
25	3050.00	3209.00	3,355.00	3,528.00	3,708.00
26	3126.00	3285.00	3,445.00	3,621.00	3,802.00
27	3209.00	3355.00	3,528.00	3,708.00	3,900.00
28	3285.00	3445.00	3,621.00	3,802.00	3,994.00
29	3355.00	3528.00	3,708.00	3,900.00	4,090.00
30	3445.00	3621.00	3,802.00	3,994.00	4,194.00
31	3528.00	3708.00	3,900.00	4,090.00	4,293.00
32	3621.00	3802.00	3,994.00	4,194.00	4,406.00
33	3708.00	3900.00	4,090.00	4,293.00	4,510.00
34	3802.00	3994.00	4,194.00	4,406.00	4,628.00
35	3900.00	4090.00	4,293.00	4,510.00	4,739.00
36	3994.00	4194.00	4,406.00	4,628.00	4,856.00
37	4090.00	4293.00	4,510.00	4,739.00	4,976.00
38	4194.00	4406.00	4,628.00	4,856.00	5,094.00
39	4293.00	4510.00	4,739.00	4,976.00	5,224.00

APPENDIX E
HEALTH AND WELFARE RATES
EFFECTIVE: JANUARY 01, 2021

CLASSIFIED EMPLOYEES 6-8 HOURS

PLAN NAME	10THLY SINGLE	10THLY 2-PARTY	10THLY FAMILY
ANTHEM HMO SELECT			
Cost	766.92	1,533.84	1,993.99
District Contribution (Cap)	625.42	1,250.83	1,626.08
Voluntary Deduction	<u>141.50</u>	<u>283.01</u>	<u>367.91</u>
ANTHEM HMO TRADITIONAL			
Cost	1,181.05	2,362.10	3,070.74
District Contribution (Cap)	625.42	1,250.83	1,626.08
Voluntary Deduction	<u>555.63</u>	<u>1,111.27</u>	<u>1,444.66</u>
BLUE SHIELD ACCESS (HMO)			
Cost	1,001.86	2,003.71	2,604.83
District Contribution (Cap)	625.42	1,250.83	1,626.08
District 2021 Contribution	376.44	752.88	978.75
Voluntary Deduction	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
BLUE SHIELD TRIO (HMO)			
Cost	792.59	1,585.18	2,060.72
District Contribution (Cap)	625.42	1,250.83	1,626.08
District 2021 Contribution	167.17	334.35	434.64
Voluntary Deduction	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
HEALTH NET SALUD Y MAS			
Cost	495.46	990.91	1,288.19
District Contribution (Cap)	495.46	990.91	1,288.19
Voluntary Deduction	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
HEALTH NET SMART CARE			
Cost	829.78	1,659.55	2,157.42
District Contribution (Cap)	625.42	1,250.83	1,626.08
District 2021 Contribution	204.36	408.72	531.34
Voluntary Deduction	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
KAISER			
Cost	803.81	1,607.63	2,089.92
District Contribution (Cap)	625.42	1,250.83	1,626.08
District 2021 Contribution	178.39	356.80	463.84
Voluntary Deduction	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
PERS CHOICE			
Cost	913.48	1,826.95	2,375.04
District Contribution (Cap)	625.42	1,250.83	1,626.08
Voluntary Deduction	<u>288.06</u>	<u>576.12</u>	<u>748.96</u>

CLASSIFIED EMPLOYEES 6-8 HOURS

PLAN NAME	10THLY SINGLE	10THLY 2-PARTY	10THLY FAMILY
PERS SELECT			
Cost	551.93	1,103.86	1,435.01
District Contribution (Cap)	551.93	1,103.86	1,435.01
Voluntary Deduction	0.00	0.00	0.00
PERS CARE*			
Cost	1,243.28	2,486.57	3,232.54
District Contribution	538.85 *	1,077.70	1,286.54
Voluntary Deduction	704.43	1,408.87	1,946.00
<i>*Employees who were enrolled in PERS CARE, single party only, in the 2006 year shall be entitled to a District contribution of \$859.40, 10THLY.</i>			
UNITED HEALTHCARE			
Cost	865.07	1,730.14	2,249.17
District Contribution (Cap)	625.42	1,250.83	1,626.08
Voluntary Deduction	239.65	479.31	623.09
DELTA DENTAL			
Cost	140.59	140.59	140.59
District Contribution (Cap)	140.59	140.59	140.59
Voluntary Deduction	0.00	0.00	0.00
METLIFE DENTAL**			
Cost	53.40	53.40	53.40
District Contribution (Cap)	53.40	53.40	53.40
Voluntary Deduction	0.00	0.00	0.00
<i>**MetLife Dental Rates effective October 1, 2020 thru September 30, 2021</i>			
VISION SERVICE PLAN			
Cost	29.93	29.93	29.93
District Contribution (Cap)	29.93	29.93	29.93
Voluntary Deduction	0.00	0.00	0.00
LIFE INSURANCE			
Cost	2.04	2.04	2.04
District Contribution (Cap)	2.04	2.04	2.04
Voluntary Deduction	0.00	0.00	0.00

CLASSIFIED EMPLOYEES 5.5 HOURS

PLAN NAME	10THLY SINGLE	10THLY 2-PARTY	10THLY FAMILY
ANTHEM HMO SELECT			
Cost	766.92	1,533.84	1,993.99
District Contribution (Cap)	625.42	859.95	1,117.93
Voluntary Deduction	141.50	673.89	876.06
ANTHEM HMO TRADITIONAL			
Cost	1,181.05	2,362.10	3,070.74
District Contribution (Cap)	625.42	859.95	1,117.93
Voluntary Deduction	555.63	1,502.15	1,952.81
BLUE SHIELD ACCESS (HMO)			
Cost	1,001.86	2,003.71	2,604.83
District Contribution (Cap)	625.42	859.95	1,117.93
District 2021 Contribution	258.80	517.61	672.89
Voluntary Deduction	117.64	626.15	814.01
BLUE SHIELD TRIO (HMO)			
Cost	792.59	1,585.18	2,060.72
District Contribution (Cap)	625.42	859.95	1,117.93
District 2021 Contribution	114.93	229.87	298.82
Voluntary Deduction	52.24	495.36	643.97
HEALTH NET SALUD Y MAS			
Cost	495.46	990.91	1,288.19
District Contribution (Cap)	495.46	859.95	1,117.93
District 2021 Contribution	0.00	130.96	170.26
Voluntary Deduction	0.00	0.00	0.00
HEALTH NET SMART CARE			
Cost	829.78	1,659.55	2,157.42
District Contribution (Cap)	625.42	859.95	1,117.93
District 2021 Contribution	140.50	281.00	365.30
Voluntary Deduction	63.86	518.61	674.19
KAISER			
Cost	803.81	1,607.63	2,089.92
District Contribution (Cap)	625.42	859.95	1,117.93
District 2021 Contribution	122.64	245.30	318.89
Voluntary Deduction	55.75	502.38	653.10
PERS CHOICE			
Cost	913.48	1,826.95	2,375.04
District Contribution (Cap)	625.42	859.95	1,117.93
Voluntary Deduction	288.06	967.00	1,257.11

CLASSIFIED EMPLOYEES 5.5 HOURS

PLAN NAME	10THLY SINGLE	10THLY 2-PARTY	10THLY FAMILY
PERS SELECT			
Cost	551.93	1,103.86	1,435.01
District Contribution (Cap)	551.93	859.95	1,117.93
Voluntary Deduction	0.00	243.91	317.08
PERS CARE*			
Cost	1,243.28	2,486.57	3,232.54
District Contribution	538.85 *	740.92	884.50
Voluntary Deduction	704.43	1,745.65	2,348.04
<i>*Employees who were enrolled in PERS CARE, single party only, in the 2006 year shall be entitled to a District contribution of \$859.40, 10THLY.</i>			
UNITED HEALTHCARE			
Cost	865.07	1,730.14	2,249.17
District Contribution (Cap)	625.42	859.95	1,117.93
Voluntary Deduction	239.65	870.19	1,131.24
DELTA DENTAL			
Cost	140.59	140.59	140.59
District Contribution (Cap)	96.66	96.66	96.66
Voluntary Deduction	43.93	43.93	43.93
METLIFE DENTAL**			
Cost	53.40	53.40	53.40
District Contribution (Cap)	36.71	36.71	36.71
Voluntary Deduction	16.69	16.69	16.69
<i>**MetLife Dental Rates effective October 1, 2020 thru September 30, 2021</i>			
VISION SERVICE PLAN			
Cost	29.93	29.93	29.93
District Contribution (Cap)	20.58	20.58	20.58
Voluntary Deduction	9.35	9.35	9.35
LIFE INSURANCE			
Cost	2.04	2.04	2.04
District Contribution (Cap)	2.04	2.04	2.04
Voluntary Deduction	0.00	0.00	0.00

CLASSIFIED EMPLOYEES 5 HOURS

PLAN NAME	10THLY SINGLE	10THLY 2-PARTY	10THLY FAMILY
ANTHEM HMO SELECT			
Cost	766.92	1,533.84	1,993.99
District Contribution (Cap)	625.42	781.77	1,016.30
Voluntary Deduction	141.50	752.07	977.69
ANTHEM HMO TRADITIONAL			
Cost	1,181.05	2,362.10	3,070.74
District Contribution (Cap)	625.42	781.77	1,016.30
Voluntary Deduction	555.63	1,580.33	2,054.44
BLUE SHIELD ACCESS (HMO)			
Cost	1,001.86	2,003.71	2,604.83
District Contribution (Cap)	625.42	781.77	1,016.30
District 2021 Contribution	235.28	470.55	611.72
Voluntary Deduction	141.17	751.39	976.81
BLUE SHIELD TRIO (HMO)			
Cost	792.59	1,585.18	2,060.72
District Contribution (Cap)	625.42	781.77	1,016.30
District 2021 Contribution	104.48	208.97	271.65
Voluntary Deduction	62.69	594.44	772.77
HEALTH NET SALUD Y MAS			
Cost	495.46	990.91	1,288.19
District Contribution (Cap)	495.46	781.77	1,016.30
District 2021 Contribution	0.00	119.06	154.78
Voluntary Deduction	0.00	90.08	117.11
HEALTH NET SMART CARE			
Cost	829.78	1,659.55	2,157.42
District Contribution (Cap)	625.42	781.77	1,016.30
District 2021 Contribution	127.73	255.45	332.09
Voluntary Deduction	76.64	622.33	809.03
KAISER			
Cost	803.81	1,607.63	2,089.92
District Contribution (Cap)	625.42	781.77	1,016.30
District 2021 Contribution	111.49	223.00	289.90
Voluntary Deduction	66.90	602.86	783.72
PERS CHOICE			
Cost	913.48	1,826.95	2,375.04
District Contribution (Cap)	625.42	781.77	1,016.30
Voluntary Deduction	288.06	1,045.18	1,358.74

CLASSIFIED EMPLOYEES 5 HOURS

PLAN NAME	10THLY SINGLE	10THLY 2-PARTY	10THLY FAMILY
PERS SELECT			
Cost	551.93	1,103.86	1,435.01
District Contribution (Cap)	551.93	781.77	1,016.30
Voluntary Deduction	0.00	322.09	418.71
PERS CARE*			
Cost	1,243.28	2,486.57	3,232.54
District Contribution	538.85 *	673.56	804.09
Voluntary Deduction	704.43	1,813.01	2,428.45
<i>*Employees who were enrolled in PERS CARE, single party only, in the 2006 year shall be entitled to a District contribution of \$859.40, 10THLY.</i>			
UNITED HEALTHCARE			
Cost	865.07	1,730.14	2,249.17
District Contribution (Cap)	625.42	781.77	1,016.30
Voluntary Deduction	239.65	948.37	1,232.87
DELTA DENTAL			
Cost	140.59	140.59	140.59
District Contribution (Cap)	87.87	87.87	87.87
Voluntary Deduction	52.72	52.72	52.72
METLIFE DENTAL**			
Cost	53.40	53.40	53.40
District Contribution (Cap)	33.38	33.38	33.38
Voluntary Deduction	20.02	20.02	20.02
<i>**MetLife Dental Rates effective October 1, 2020 thru September 30, 2021</i>			
VISION SERVICE PLAN			
Cost	29.93	29.93	29.93
District Contribution (Cap)	18.71	18.71	18.71
Voluntary Deduction	11.22	11.22	11.22
LIFE INSURANCE			
Cost	2.04	2.04	2.04
District Contribution (Cap)	2.04	2.04	2.04
Voluntary Deduction	0.00	0.00	0.00

CLASSIFIED EMPLOYEES 4.5 HOURS

PLAN NAME	10THLY SINGLE	10THLY 2-PARTY	10THLY FAMILY
ANTHEM HMO SELECT			
Cost	766.92	1,533.84	1,993.99
District Contribution (Cap)	625.42	703.59	914.67
Voluntary Deduction	141.50	830.25	1,079.32
ANTHEM HMO TRADITIONAL			
Cost	1,181.05	2,362.10	3,070.74
District Contribution (Cap)	625.42	703.59	914.67
Voluntary Deduction	555.63	1,658.51	2,156.07
BLUE SHIELD ACCESS (HMO)			
Cost	1,001.86	2,003.71	2,604.83
District Contribution (Cap)	625.42	703.59	914.67
District 2021 Contribution	211.75	423.50	550.55
Voluntary Deduction	164.69	876.62	1,139.61
BLUE SHIELD TRIO (HMO)			
Cost	792.59	1,585.18	2,060.72
District Contribution (Cap)	625.42	703.59	914.67
District 2021 Contribution	94.03	188.07	244.49
Voluntary Deduction	73.14	693.52	901.56
HEALTH NET SALUD Y MAS			
Cost	495.46	990.91	1,288.19
District Contribution (Cap)	495.46	703.59	914.67
District 2021 Contribution	0.00	107.15	139.30
Voluntary Deduction	0.00	180.17	234.22
HEALTH NET SMART CARE			
Cost	829.78	1,659.55	2,157.42
District Contribution (Cap)	625.42	703.59	914.67
District 2021 Contribution	114.95	229.91	298.88
Voluntary Deduction	89.41	726.06	943.87
KAISER			
Cost	803.81	1,607.63	2,089.92
District Contribution (Cap)	625.42	703.59	914.67
District 2021 Contribution	100.34	200.70	260.91
Voluntary Deduction	78.05	703.34	914.34
PERS CHOICE			
Cost	913.48	1,826.95	2,375.04
District Contribution (Cap)	625.42	703.59	914.67
Voluntary Deduction	288.06	1,123.36	1,460.37

CLASSIFIED EMPLOYEES 4.5 HOURS

PLAN NAME	10THLY SINGLE	10THLY 2-PARTY	10THLY FAMILY
PERS SELECT			
Cost	551.93	1,103.86	1,435.01
District Contribution (Cap)	551.93	703.59	914.67
Voluntary Deduction	0.00	400.27	520.34
PERS CARE*			
Cost	1,243.28	2,486.57	3,232.54
District Contribution	538.85 *	606.21	723.68
Voluntary Deduction	704.43	1,880.36	2,508.86
<i>*Employees who were enrolled in PERS CARE, single party only, in the 2006 year shall be entitled to a District contribution of \$859.40, 10THLY.</i>			
UNITED HEALTHCARE			
Cost	865.07	1,730.14	2,249.17
District Contribution (Cap)	625.42	703.59	914.67
Voluntary Deduction	239.65	1,026.55	1,334.50
DELTA DENTAL			
Cost	140.59	140.59	140.59
District Contribution (Cap)	79.08	79.08	79.08
Voluntary Deduction	61.51	61.51	61.51
METLIFE DENTAL**			
Cost	53.40	53.40	53.40
District Contribution (Cap)	30.04	30.04	30.04
Voluntary Deduction	23.36	23.36	23.36
<i>**MetLife Dental Rates effective October 1, 2020 thru September 30, 2021</i>			
VISION SERVICE PLAN			
Cost	29.93	29.93	29.93
District Contribution (Cap)	16.84	16.84	16.84
Voluntary Deduction	13.09	13.09	13.09
LIFE INSURANCE			
Cost	2.04	2.04	2.04
District Contribution (Cap)	2.04	2.04	2.04
Voluntary Deduction	0.00	0.00	0.00

CLASSIFIED EMPLOYEES 4 HOURS

PLAN NAME	10THLY SINGLE	10THLY 2-PARTY	10THLY FAMILY
ANTHEM HMO SELECT			
Cost	766.92	1,533.84	1,993.99
District Contribution (Cap)	625.42	625.42	813.04
Voluntary Deduction	141.50	908.42	1,180.95
ANTHEM HMO TRADITIONAL			
Cost	1,181.05	2,362.10	3,070.74
District Contribution (Cap)	625.42	625.42	813.04
Voluntary Deduction	555.63	1,736.68	2,257.70
BLUE SHIELD ACCESS (HMO)			
Cost	1,001.86	2,003.71	2,604.83
District Contribution (Cap)	625.42	625.42	813.04
District 2021 Contribution	188.22	376.44	489.38
Voluntary Deduction	188.22	1,001.85	1,302.41
BLUE SHIELD TRIO (HMO)			
Cost	792.59	1,585.18	2,060.72
District Contribution (Cap)	625.42	625.42	813.04
District 2021 Contribution	83.59	167.18	217.32
Voluntary Deduction	83.59	792.58	1,030.36
HEALTH NET SALUD Y MAS			
Cost	495.46	990.91	1,288.19
District Contribution (Cap)	495.46	625.42	813.04
District 2021 Contribution	0.00	95.25	123.83
Voluntary Deduction	0.00	270.24	351.32
HEALTH NET SMART CARE			
Cost	829.78	1,659.55	2,157.42
District Contribution (Cap)	625.42	625.42	813.04
District 2021 Contribution	102.18	204.36	265.68
Voluntary Deduction	102.18	829.77	1,078.71
KAISER			
Cost	803.81	1,607.63	2,089.92
District Contribution (Cap)	625.42	625.42	813.04
District 2021 Contribution	89.20	178.40	231.92
Voluntary Deduction	89.19	803.81	1,044.96
PERS CHOICE			
Cost	913.48	1,826.95	2,375.04
District Contribution (Cap)	625.42	625.42	813.04
Voluntary Deduction	288.06	1,201.53	1,562.00

CLASSIFIED EMPLOYEES 4 HOURS

PLAN NAME	10THLY SINGLE	10THLY 2-PARTY	10THLY FAMILY
PERS SELECT			
Cost	551.93	1,103.86	1,435.01
District Contribution (Cap)	551.93	625.42	813.04
Voluntary Deduction	0.00	478.44	621.97
PERS CARE*			
Cost	1,243.28	2,486.57	3,232.54
District Contribution	538.85 *	538.85	643.27
Voluntary Deduction	704.43	1,947.72	2,589.27
<i>*Employees who were enrolled in PERS CARE, single party only, in the 2006 year shall be entitled to a District contribution of \$859.40, 10THLY.</i>			
UNITED HEALTHCARE			
Cost	865.07	1,730.14	2,249.17
District Contribution (Cap)	625.42	625.42	813.04
Voluntary Deduction	239.65	1,104.72	1,436.13
DELTA DENTAL			
Cost	140.59	140.59	140.59
District Contribution (Cap)	70.30	70.30	70.30
Voluntary Deduction	70.29	70.29	70.29
METLIFE DENTAL**			
Cost	53.40	53.40	53.40
District Contribution (Cap)	26.70	26.70	26.70
Voluntary Deduction	26.70	26.70	26.70
<i>**MetLife Dental Rates effective October 1, 2020 thru September 30, 2021</i>			
VISION SERVICE PLAN			
Cost	29.93	29.93	29.93
District Contribution (Cap)	14.97	14.97	14.97
Voluntary Deduction	14.96	14.96	14.96
LIFE INSURANCE			
Cost	2.04	2.04	2.04
District Contribution (Cap)	2.04	2.04	2.04
Voluntary Deduction	0.00	0.00	0.00

APPENDIX F

The California School Employees Association and its Chapter #596, and the Little Lake City School District

New Employee Orientation (AB119)

SIDE LETTER OF AGREEMENT

Little Lake City School District (District) and the California School Employees Association and its Chapter #596 (“CSEA”), together referred to as the “Parties”, hereby agree to the following to meet the requirements of AB 119 (2017).

1. DEFINITION:

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

2. EMPLOYEE INFORMATION

- a) Provide CSEA With New Hire Contact Information: Within 30 days of the date of hire, the District shall provide to a CSEA, via a mutually agreeable secure FTP site or service, the name and contact information on the new hires. This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the Agency.

The information shall be provided electronically via a mutually agreeable secure FTP format and shall include the following items,

- i. First Name;
- ii. Middle initial;
- iii. Last name;
- iv. Job Title;
- v. Department;
- vi. Primary worksite name;
- vii. Work telephone number;
- viii. Home Street address (incl. apartment #)
- ix. City
- x. State
- xi. ZIP Code (5 or 9 digits)
- xii. Personal contact phone number (if on file);
- xiii. Personal email address of the employee; (if on file);
- xiv. Employee ID;
- xv. CalPERS status (“Y” if in CalPERS; “N” if not in CalPERS);
- xvi. Hire date.

- b) Provide CSEA With Periodic Update of Unit Member Contact Information: The District shall provide unit member names and contact information on the last working day of September, January, and May. The specific employee information required to be submitted shall include all the information described above in section 2(a) of this agreement.

3. NEW EMPLOYEE ORIENTATION

- a) Definition of New Employee Orientation: “New employee orientation” means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- b) Provide CSEA With Access to New Employee Orientations: The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days’ notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District’s operations that was not reasonably foreseeable. Orientation sessions may include individual (one-on-one) new hire meetings with a Personnel Services representative, a site administrator and/or group orientation sessions.
- i. Individual Orientations: The District shall conduct one-on-one orientations with new employees. A CSEA representative shall be notified of the date and time of the orientation and shall be allowed to participate in such orientation. For each orientation, CSEA shall be allowed up to 45 minutes of release time to attend the orientations, and applicable travel time of up to twenty (20) minutes for one (1) CSEA representative. CSEA may elect to meet separately with the new employees for up to fifteen (15) minutes without management or other non-bargaining unit representatives present; the release time for such separate meetings shall be part of the forty- five (45) minutes of total release time provided to CSEA. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.
- c) New Hire Information Packet: The District shall include the CSEA membership application (as provided to the District by CSEA) in the new employee orientation packet.

4. GRIEVANCE AND ARBITRATION PROCEDURE

Any alleged violation, misinterpretation, or misapplication of the terms of this Side Letter Agreement shall be subject to the grievance provisions of Article 4 (Grievance Procedures) of the Collective Bargaining Agreement, except as follows.

- a) Definition of a “Grievant”: For the purposes of this Agreement, the “Grievant” shall only be CSEA and its Chapter #596. No single employee or group of employees may grieve this agreement, unless they are authorized representatives of CSEA and its Chapter #596 and grieving on behalf of the union. This provision shall supersede Article 4 (A) (2) (that defines grievant) of the collective bargaining agreement.
- b) For purposes of this Agreement, the immediate supervisor shall be defined as the Assistant Superintendent of Personnel or designee.
- c) Grievance Procedure: Combine Step two and three of the parties grievance procedure as follows:

Step 2: The immediate supervisor shall meet with the Grievant within five (5) days after receipt of the written grievance in an effort to resolve the Grievance. The immediate supervisor shall make a written disposition of the grievance within five days after such meeting and return it to the grievant.

Grievances which are not settled at Step 2, which the Association desires to move to arbitration may be submitted to arbitration pursuant to Step 4 of the parties’ grievance procedure Article in the parties CBA.

For purposes of this Agreement, Step 3 of the parties Grievance Procedure shall be deleted.

5. DURATION OF AGREEMENT

- a) Term: This Agreement shall remain in full force and effect from the date this Agreement is signed, through June 30, 2020 and shall be automatically renewed from year to year unless either party serves written notice upon the other between March 1 and April 1, 2019, or any subsequent anniversary date, of its desire to modify the Agreement. If negotiations for a subsequent Agreement continue after June 30, 2020, the provisions of this Agreement shall remain in effect until the negotiation of a new Agreement is completed.
- b) Savings Clause: If during the life of the Agreement there exists any applicable law, rule, regulation or order issued by governmental authority, other than the Agency, which shall render invalid or restrain compliance with or enforcement of any provision contained within this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect. Upon written notification by one of the Parties to the other, any portion of the Agreement that is invalidated in accordance with this Article shall be opened for negotiations within thirty (30) days of the invalidation.

Appendix H

MEMORANDUM OF UNDERSTANDING

California School Employees Association Chapter 596 And Little Lake City School District

March 15, 2002

The Little Lake City School District and California School Employees Association Chapter 596 agree that the District will provide one buy back day for instructional assistants (all employees working in any instructional assistant classification) on April 26, 2002.

The District will pay each instructional assistant who attends a six to seven hour training day at his/her current hourly rate of pay for attendance. In order for employees to receive any payment for attendance they must attend the entire training session. Employees may not claim a leave of absence day for this day of training. Attendance shall be voluntary, but employees who do not attend the entire session will not be paid. The District will also include employees for this day of training who are interpreters for the deaf, if such attendance is funded by the State.

Appendix I
Memorandum of Understanding
Between the Little Lake City School District and CSEA Chapter 596

In the event the Little Lake Education Association, the certificated employees' bargaining unit, is granted a percentage cost-of-living-adjustment (COLA) or bonus for part or all of the 2002-03 school year, the District shall, upon request, meet and negotiate with CSEA on salary and bonus issues for CSEA unit members for the 2002-03 school year.

Appendix J

Memorandum of Understanding Between the Little Lake City School District and CSEA Chapter 596

CSEA Chapter 596 and the Little Lake City School District agree that the Little Lake City School District's contribution rates for medical insurance are as agreed upon in Appendix E. For those employees who contributed an amount since January 2003 that is higher than the employee contribution listed in Appendix E (listed as "voluntary deduction"). The District shall reimburse those employees for their employee contributions retroactive to January 1, 2003.

Appendix K
Memorandum of Understanding Between the Little Lake City School District and
CSEA Chapter 596

The CSEA and the Little Lake City School District have reached the following understandings pertaining to the lay-offs and the reduction in hours approved by the Governing Board on March 11, 2003.

- I. Understanding Concerning Decisions and Effects Involving a Reduction in Hours, Transfer of Unit Work to Non-bargaining Unit Employees and /or Volunteers:
 - A. CSEA agrees that the District may implement reduction in hours of unit positions as a result of any proposed layoff scheduled for June and July of 2003 due to Governing Board action dated 3/11/03 and further Board action implementing the action taken on 3/11/03, provided that the District agree to all other aspects of this CSEA proposal.
 - B. For the purposes of all effected unit positions other than those of the Attendance Technician and Purchasing Technician, the District shall not reassign any work previously performed by laid off employees (to include employees laid off to a position with reduced hours) to other District employees outside of the CSEA bargaining unit, to include confidential, supervisory administrative, management and/or certificated employees. The District shall not use volunteers to perform such work. The CSEA understands that in rare circumstances when, for example, unit employees are absent, a District manager, such as the Director of Maintenance, Operations and Custodial Services, may perform minimal unit tasks, such as setting school alarms.
 1. For the purposes of the Attendance Technician and Purchasing Technician, the District agrees to negotiate the decision and the effects of any transfer of work out of the unit pertaining to work eliminated or reduced due to lay-off. These negotiations shall be placed in abeyance until September of 2003. CSEA reserves the right to resubmit its proposal over the issue, and the District agrees to comply with its bargaining obligation. The parties shall continue negotiations until October 15, 2003 at which point either side shall have the option to declare impasse. Absent a written agreement by October 15, 2003, CSEA reserves the right to make a claim that a unilateral transfer of work exists.
 - C. The District may assign work previously performed by laid off employees (to include employees laid off to a position with reduced hours) to other bargaining unit employees, provided the District agrees to the following conditions for any such assignment of work:
 1. The District agrees that unit employees may not be issued written documentation alleging deficient performance due to the District's reassignments of work of positions reduced or eliminated. The intent of these provisions is that the remaining unit employees shall not receive for example ratings of "Unsatisfactory" or "Improvement Needed" on applicable ratings categories of an employee's evaluation, nor shall they be issued other written memos or reprimands, due to extra work assignments caused by layoffs/reduction in hours.
 2. This agreement does not set precedent for other layoffs than those referenced above.
 3. When work is to be reassigned, such as work for Custodian positions reduced in hours, the supervisor and or other District designees shall meet with the employees to discuss the work assignment, and the manner in which employees are expected to prioritize work, when applicable. A CSEA representative shall be notified of such meetings and shall be allowed to have input and participate in such meetings.

4. Any reassignment of work/duties resulting from the District's elimination/reduction in hours of unit employees shall be reassigned to employees working in the same classification (as the position reduced/eliminated).

- D. For any employees who work in a position with reduced hours, the District shall establish a regular, set schedule. These employees' work schedules (to include Custodians) shall not be varied on a regular basis and shall be a permanent, set schedule, except as otherwise negotiated with CSEA. The District agrees the employees' work schedules will not contain a "split" shift. The fixed work schedules shall be determined on a site-by-site basis. Copies of the schedules will be given to the CSEA President.
- E. The District shall not unilaterally implement any issue pertaining to matters that are negotiable as to decision and effects unless and until CSEA and the District have completed negotiations on this matter and written agreement is reached and signed by each party.

II. Effects of Elimination of Unit Positions and/or Reduction of Hours:

- A. The District shall not contract out such work performed by laid off employees (to include laid off employees in reduced hours position). This prohibition does not apply to major renovation work that would not normally be performed by CSEA unit employees.
- B. Work as Substitutes: employees who are laid off and/or working in reduced hour capacity shall be offered work as a substitute for any classification for which they are qualified, to include classifications other than the class from which they were laid off. These employees shall be offered such substitute assignments prior to any other employees on the substitute list.
- C. Summer School Work, custodians: Custodians on the layoff list (to include employees in reduced hour capacity) shall be offered summer school work on a seniority basis. Such work shall be considered bargaining unit work and shall be compensated and benefits provided on the same basis as during the regular school year.
- D. Classified work related to CELDT which is performed during the summer school shall be performed by CSEA unit employees, and shall be offered first to those employees in a lay-off or a reduced hour capacity who apply and are qualified to do such work. The employees selected shall be compensated at their regular rate of pay plus earned sick leave, vacation and holidays.
- E. Rebecca Jimenez, the Instructional Media Specialist, shall have her status changed to Library Media Specialist and shall be assigned to a vacant Library Media Specialist position in lieu of lay-off.
- F. Any written agreement reached as a result of negotiations on these layoff proposals shall be subject to the grievance procedure and shall be memorialized in a written memorandum of understanding.
- G. For any employees effected by layoffs/reduction in hours, for whom the District currently contributes toward the cost of such employees' health and welfare plans, the District shall continue its contribution through 9/30/03.

Appendix L
Tentative Agreement
Tentative Agreement between the Little Lake City School District (LLCSD) and
California School Employees' Association (CSEA) Chapter 596

The CSEA and LLCSD hereby agree to a successor collective bargaining agreement effective July 1, 2002 through and including June 30, 2005 to the agreement that expired June 30, 2002.

The CSEA and the LLCSD agree to the following amendments to the agreement that expired on June 30, 2002. Except as modified in the amendments attached herein, the remainder of the collective bargaining agreement shall remain unchanged and all proposals made in these negotiations that are not contained in this tentative agreement are considered withdrawn.

Appendix M

In Witness Of, the Little Lake City School District and the California School Employees Association Chapter #596 have executed said agreement for 2020-2023.

Little Lake City School District

CSEA Chapter #596

Sonya Cuellar,
Assistant Superintendent, Personnel Services

Siomara Negrete, Chapter President