

AGREEMENT BETWEEN



**Calistoga Joint Unified
School District**

And

**California School Employees
Association #555**



**California
School
Employees
Association**

**Three-Year Agreement
July 1, 2023 through June 30, 2026**

TABLE OF CONTENTS

ARTICLE 1:	PREAMBLE	3
ARTICLE 2:	RECOGNITION	4
ARTICLE 3:	NON-DISCRIMINATION	5
ARTICLE 4:	ASSOCIATION RIGHTS	6
ARTICLE 5:	MANAGEMENT RIGHTS	10
ARTICLE 6:	ORGANIZATIONAL SECURITY	11
ARTICLE 7:	HOURS	12
ARTICLE 8:	WAGES	17
ARTICLE 9:	EMPLOYEE BENEFITS	21
ARTICLE 10:	HEALTH AND SAFETY	23
ARTICLE 11:	HOLIDAYS	25
ARTICLE 12:	VACATIONS	26
ARTICLE 13:	LEAVES	28
ARTICLE 14:	PERSONNEL FILES	41
ARTICLE 15:	PROBATIONARY STATUS	42
ARTICLE 16:	EVALUATION PROCEDURES	43
ARTICLE 17:	DISCIPLINARY ACTION	45
ARTICLE 18:	GRIEVANCE PROCEDURE	51
ARTICLE 19:	PROMOTION AND TRANSFER	55
ARTICLE 20:	LAYOFF/REHIRE	57
ARTICLE 21:	MISCELLANEOUS	61
ARTICLE 22:	PROFESSIONAL GROWTH	62
ARTICLE 23:	TERM AND REVISION PROVISIONS	65
APPENDIX A1:	2023-24 CLASSIFIED SALARY SCHEDULE	66
APPENDIX A2:	2023-24 CLASSIFIED SALARY SCHEDULE II	67
APPENDIX B:	DISTRICT UNSAFE CONDITIONS REPORT FORM	68
APPENDIX C:	PERFORMANCE EVALUATION	70

ARTICLE 1

PREAMBLE

This Agreement is made and entered into by and between CALISTOGA JOINT UNIFIED SCHOOL DISTRICT, hereinafter referred to as “DISTRICT,” and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its Calistoga Employees Association Chapter No. 555, hereinafter referred to as “ASSOCIATION.”

ARTICLE 2
RECOGNITION

A. RECOGNITION

1. The DISTRICT recognizes CSEA and its Chapter No. 555, hereinafter referred to as "ASSOCIATION," as the exclusive bargaining representative of all the DISTRICT'S classified employees, excluding the following: employees designated as confidential, certificated, supervisory, management, professional experts, apprentices, students hired in any student work-study program or work experience program, short-term employees and substitutes.
2. The positions currently within the unit are as stated in Article 7B.

B. CLASSIFICATION:

1. When the District creates any new classification within the bargaining unit, the placement on the salary schedule of said new classification shall be negotiated with CSEA. If the agreed upon salary is higher than the salary initially designated by the District, the new rate shall be applied retroactively for up to one month.
2. When the District creates any new classification, the District shall provide written notice of such new classification in addition to the proposed job descriptions and title to the Union President seven days prior to Board action. All comments and concerns of the Union shall be expressed in writing or verbally to the Superintendent prior to Board action so that such comments may be considered. If comments and concerns are expressed verbally, the Association shall immediately confirm those concerns in writing.
3. The District retains all rights to decide on the creation of new classifications and to set the duties and responsibilities of the position.
4. The Union retains its rights to utilize the PERB process in the event that it disagrees with the District's designation of the position to be outside the unit.

ARTICLE 3
NON-DISCRIMINATION

The District and the Association agree no employee in the bargaining unit shall be unlawfully discriminated against in the matter of wages, hours, or other terms and conditions of employment. Examples of unlawful discrimination include, but are not limited to race, color, creed, age, sex, national origin, political affiliation, political preference, domicile, marital status, physical handicap, or membership or participation in any employee organization.

ARTICLE 4
ASSOCIATION RIGHTS

- A. In addition to other rights specified in other portions of this Agreement, the Association Field Representative shall have the right of access during the workday to areas in which employees work. Such access shall include, but not be limited to, assigned work breaks, lunch periods, and other times during the work day which do not unreasonably interfere with the employees in the performance of their District assigned responsibilities and duties.
- B. Designated Chapter representatives are entitled to reasonable release time in the processing of grievances including all steps and in matters of disciplinary actions where the employee has requested Association representation.
- C. The Association/Chapter No. 555 has the right to use, without charge, institutional bulletin boards, mailboxes and the District mail system for the posting or transmission of information or notices concerning CSEA matters.
- D. The District authorizes the Association/Chapter No. 555 to use the District's site facilities and buildings at times other than normal working hours and hours of student instruction as long as the Association submits the appropriate Civic Center Act form to the building/site principal for approval. Upon request by the Association and the expressed approval of the Superintendent, or in the Superintendent's absence from the District, the Superintendent's designee, the Association may use such facilities and buildings during normal work hours provided such use does not interfere with the instructional program.
- E. The District authorizes the designated chapter representatives to use District equipment provided:
 - 1. No use shall be during employee work hours except as specifically approved by the Superintendent or in the absence of the Superintendent from the District, the Superintendent's designee.
 - 2. The Association shall pay for the cost of all materials, supplies and copies incident to such use. The rate charged shall be the standard rate charged to the public, and/or school organizations.

- F. The Association agrees to leave facilities, buildings and/or equipment used in a clean and orderly condition.
- G. The District agrees to provide the Association and all unit members with an updated seniority list in accordance with the Education Code once each year on or before October 1. The District shall also update the seniority list and provide a copy to the Association at least ten (10) days prior to Board action on a classified layoff. Seniority shall be defined as date of hire (see layoff article).
- H. The District agrees to provide information in accordance with all applicable laws within five days of CSEA's written request.
- I. Upon ratification of the complete agreement, the District agrees to prepare and print, upon request, the final contract. The District shall post the final copy to the District website within (30) days of ratification by both parties. All new unit members shall be provided with a copy of the Agreement. Any changes to the Agreement agreed to by the District and the Association and subsequently ratified shall be put in writing and the District shall post the final copy to the District website.
- J. For employees covered by this Agreement and issues that are subject to negotiations, the District shall not conduct negotiations with individual employees in the unit or with any other organization claiming to represent the unit.
- K. 1. DISTRICT NOTICE TO CSEA OF NEW HIRES
 - a. Provide CSEA With Notice of New Hires: The District shall provide the CSEA Labor Relations Representative and Chapter President notice of any newly hired employee, within ten (10) days of the new employee's first day of work.

Additionally, the information shall be provided electronically via a mutually agreeable secure FTP site or service and shall include the following items, with each field in its own column:

- i. First Name;
- ii. Middle initial;
- iii. Last Name;
- iv. Suffix (e.g. Jr., III)
- v. Job Title;
- vi. Department;
- vii. Primary worksite name;

- viii. Work telephone number;
- ix. Work Extension
- x. Home Street address (incl. apartment #)
- xi. City
- xii. State
- xiii. ZIP Code (5 or 9 digits)
- xiv. Home telephone number (10 digits);
- xv. Personal cellular telephone number (10 digits);
- xvi. Personal email address of the employee;
- xvii. last four numbers of the social security number;
- xviii. Birth date;
- xix. Employee ID;
- xx. CalPERS status ("Y" if in CalPERS; "N" if not in CalPERS);
- xxi. Hire date based on employee's first day of work.

- b. Definition of a Newly Hired Employee: "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District, 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 Periodic Update of Unit Member Contact Information: The District shall provide CSEA, via a mutually agreeable secure FTP site or service, all bargaining unit member names and contact information on the last working day of September, January, and May. The specific employee information required to be submitted and the method of reporting shall be determined by CSEA but shall include all the information described above in section K(1)(a) of this agreement.
- b. The District shall not be required to provide an employee's home and personal cellular telephone number or email address to CSEA if the employee does not provide such information to the District, has made a written request to limit such disclosure pursuant to Government Code section 6254.3, or otherwise has an alternatively designated address pursuant to Government Code section 6207.

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 access to its new employee orientations, which shall be mandatory. 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 Human Resources representative, a site administrator and/or group orientation sessions.
 - i. CSEA shall have thirty minutes to one hour of paid release time for CSEA representatives to conduct the orientation session. In the event the District conducts an orientation with less than four (4) new employees, CSEA shall have up to one (1) CSEA representative. In the event the District conducts an orientation with four (4) or more new employees, CSEA shall have up to two (2) CSEA representatives. The CSEA Labor Relations Representative may also attend the orientation session.
 - ii. The orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time.
 - iii. During CSEA's orientation session, no District manager or supervisor or non-unit employee shall be present.
 - c. New Hire Information Packet: The District shall include the CSEA membership application in the new employee hiring forms packet.
4. The December 1, 2017, AB 119 Side Letter of Agreement will sunset upon the ratification of this successor contract.

ARTICLE 5
MANAGEMENT RIGHTS

- A. It is understood and agreed that the District retains all of its powers and authorities to direct, manage and control its operations to the full extent of the law. Exercise of these powers, rights, authorities, duties and responsibilities by the District, the adoption of the policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited by its conformance with the law and the collective bargaining agreement.
- B. Notwithstanding any other provisions of this Article, the parties agree that this Article is not intended as a general or specific waiver of any right of the Association or unit members, nor shall it be applied to reduce or restrict, in any way, any right or privilege of the Association or unit members which are derived from other provisions of this Agreement or from the law.

ARTICLE 6
ORGANIZATIONAL SECURITY

A. DUES DEDUCTION

1. CSEA/Chapter No. 555 shall have the sole and exclusive right to have membership dues and initiation fees deducted by the District for employees who are members of CSEA.
2. The District shall deduct, in accordance with the then current CSEA dues schedule, dues from the wages of all employees who are unit members on the date of the execution of this Agreement and who have submitted dues authorization forms to the District.

B. OTHER DEDUCTION

The District shall, upon appropriate written authorization from any employee in the unit, deduct and make appropriate remittance for group insurance premiums as agreed to by the District and CSEA/Chapter No. 555, tax shelter annuity program, credit union payments, charitable donations, or other plans and programs jointly approved by CSEA and the District. The District shall make every reasonable effort to assist the County Office so that payment to the designated payee is made within fifteen (15) days of the deduction, all sums so deducted.

ARTICLE 7
HOURS

A. WORK YEAR

The following classified positions shall have the number of workdays listed next to their specific job title below:

	NUMBER OF WORK DAYS/MONTHS
Assistant Cook	183
Behavior Specialist	186
Community Liaison	210
Computer Systems Technician	12-Month
Crossing Guard/Student Monitor	180
Custodian/Groundskeeper	12-Month
Data & Assessment Support Specialist	12-Month
District Driver	12-Month
Instructional Paraprofessional	181
Lead Cook	183
Library Media Technician	180
Maintenance Technician	12-Month
Networks Systems Manager	12-Month
Occupational Therapist	186
School Health Technician	186
School Site Secretary	205
School Site Secretary - Bilingual	205
Special Education Paraprofessional	181

B. WORKDAY AND WORKWEEK

1. The workweek for members assigned to a position of four hours or more per day shall be five consecutive workdays and no more than 40 hours.
2. Except as otherwise provided by this contract, the District may establish a workweek of less than five days and/or less than 40 hours for any of its positions.
3. This article shall not restrict the extension of the workweek on an overtime basis when such is necessary to carry on the business of the District. All time worked shall be compensated by payment of wages, except that overtime hours may, in accordance with Section F of this Article; be compensated in duty free paid time.

C. ADJUSTMENT OF ASSIGNED TIME

1. Any employee who works an average of thirty (30) minutes or more per day in excess of his/her regular part time assignment for a period of twenty (20) consecutive workdays or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.
2. It is understood that no employee may extend his or her hours unilaterally and that such extensions must be with the knowledge or express approval of the employee's supervisor.

D. OVERTIME

1. Overtime is defined to include any time worked in excess of eight (8) hours in any one (1) day or eight (8) hours on any one (1) shift or in excess of forty (40) hours in any calendar week. Except as provided herein, all overtime hours shall be compensated by payment of wages at the rate of one and one half (1.5) times the employee's regular hourly rate of pay.
2. Additionally, a member regularly assigned a workday of four (4) or more hours per day shall be compensated for the time worked at the overtime rate for all work performed on the sixth (6th) or seventh (7th) day following commencement of his/her workweek.
3. Members assigned a workday of less than four (4) hours per day shall be compensated at the overtime rate for all work performed on the seventh (7th) day worked following commencement of his/her workweek.
4. When an employee is required to work on a day which falls on a scheduled holiday, the District shall provide payment at two and one half (2.5) times the employee's regular time, or compensatory time off at the rate of two and one half times the employee's regular time.
5. The District shall attempt to distribute overtime as equally as is practical among employees in the bargaining unit within each classification within each department.
6. Right to Refusal: An employee shall have the right to reject an offer or request for overtime, call back, or call in time, provided there are other employees within the

classification who will accept the assignment. If no employee volunteers to accept the assignment, the work will be assigned to the least senior employee in the classification who shall accept it.

- E. Except as provided by Education Code 45117, employees told by supervisor or designee not to report to work on a regularly scheduled workday shall be compensated for that day as if they had worked their regular hours.
- F. If school is called because of inclement weather or some other similar condition, but an employee is scheduled to report for work, i.e., 12 month employees, and that employee is unable to report because of said condition, that day shall be considered a personal necessity day and may be taken from accrued sick leave.
- G. COMPENSATORY TIME OFF
 - 1. Upon request of a unit member and approval by the appropriate supervisor, a unit member may receive compensatory time off in lieu of overtime pay. Compensatory time off shall be granted at the appropriate rate of overtime in accordance with Section D of this Article.
 - 2. Compensatory time is taken at a time mutually acceptable to the employee and the District within the fiscal year earned. If the employee is not permitted to take the compensatory time within the fiscal year, the employee shall be paid in cash within one (1) month of expiration of the eligibility date.
- H. CALL IN TIME

An employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.
- I. CALL BACK TIME

An employee called upon to work after completion of his/her regular assignment shall be compensated for at least two (2) hours or work at the appropriate rate of pay under this Agreement.
- J. MEAL PERIODS

Members assigned a regular workday of five (5) or more consecutive hours shall be allowed a duty free, unpaid meal period of at least thirty (30) minutes, preferably at the midpoint of the work shift. If, because of work necessity, an employee is directed to

work during the meal period, it shall be considered "on duty" and counted as time worked.

K. REST PERIODS

1. All bargaining unit employees shall be granted rest periods, which insofar as practicable, shall be in the middle of each work period. Eight hour/day employees shall be granted 15 minutes per four hours worked. Six hour/day employees shall be granted ten minutes per three hours worked. Four hour/day employees shall be granted a rest period of 15 minutes. Employees assigned a minimum of three hours, but less than four hours shall be entitled to a rest period of ten minutes.
2. Specified periods may be designated by the supervisor in coordination with the employee.
3. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.

L. DISTRIBUTION OF INFORMATION

Upon initial employment and each change in classification, each employee shall receive a copy of the applicable job description, a specification of the monthly or hourly rates applicable to his or her position, a statement of the employee's work site(s), regularly assigned work shift, the hours per day, and days per week and months per year.

For the purposes of this section, every classified employee shall be deemed to be employed for 12 months during each school year regardless of the number of months in which he/she is normally in paid status. Any school district which, in any school year, maintains school sessions at times other than during the regular academic year, shall assign for service during such times regular classified employees of the District. When it is necessary to assign classified employees not regularly so assigned to serve between the end of one academic year and the commencement of another, such assignment shall be made on the basis of qualifications for employment in each classification of services which is required. No classified employee whose regular yearly assignment for service excludes all, or any part of, the period between the end of the academic year into the beginning of the next academic year, shall be required to perform services during such period. A classified employee shall receive, for services performed as herein provided, on a prorated basis, not less than the

compensation and benefits, which are applicable to that classification during the regular academic year.

ARTICLE 8
WAGES

A. WAGES

1. The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided in the attached salary schedules (Appendix A1 and A2).
2. Classified Salary Schedule increases for 2023-2024 shall be 5.25% effective July 1, 2023. Any applicable retroactive increase shall be paid within 60 calendar days of the date the parties sign this agreement.
 - 2.1 Prorated for part time employees (e.g. a 0.75 employee will receive a payment of \$1,500).
 - 2.2 Prorated for employees hired after the start of the school year (e.g. an employee who was hired mid-year and was employed for 50% of the year will receive 50% of the stipend amount paid to other employees with the same FTE).
 - 2.3 Paid only to those employees who are active at the time this agreement is approved by the Board of Trustees.
3. For the 2023-2024 school year, if the salary schedule of the Calistoga Association of Teachers (CAT) is increased by a higher percentage than 5.25%, then CSEA shall receive that higher percentage. Further, if CAT, management, or confidential employees receive an off-schedule, one-time stipend, then CSEA shall receive the same.
4. Bilingual Stipend: For employees who interpret and translate Individual Education Plan (IEP) meetings, 504 Plan meetings, behavioral support or Student Study Team (SST) meetings, an additional \$5.86 will be added to their hourly compensation for these meetings, which will be tracked on a timesheet. Time will be rounded up to the nearest hour. Employees seeking this compensation shall pass a District approved test in both written and verbal communication. This stipend shall continue to automatically increase by the percentage of any salary schedule increase.

5. The District shall participate in the Classified School Employees Summer Assistance Program beginning January 1, 2024, and shall adhere to all guidelines outlined in Education Code 45500 and shall negotiate an MOU regarding the implementation, timelines, and related matters.

B. **ADVANCEMENT ON SALARY SCHEDULE**

Classified employees whose first day of paid service to the District is during the first half of the fiscal year (July 1 through December 31) will advance to the next step of their salary range on the next July 1. Classified employees whose first day of paid service to the district is during the second half of the fiscal year (January 1 through June 30) will advance to the next step of their salary range on the second July 1 following their first day of service.

C. **PAYCHECKS**

All classified employees shall be paid once per month for 12 months, payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday. All regular paychecks of employees in the bargaining unit shall be itemized to include all deductions.

D. **PAYROLL ERRORS**

Insufficient Payment: Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall upon notification, be corrected by the District Office within five (5) days. A supplemental check will be issued as soon as possible.

E. **LOST CHECKS**

Any paycheck for an employee in the bargaining unit that is lost after receipt, and which has not been endorsed, or which is not delivered within ten (10) days of mailing, if mailed, and such facts are verified, shall be replaced not later than ten (10) working days following the employee's demand of the payroll department for replacement of the check is received at the County Office. The employee shall provide all necessary information regarding the loss as required by the County Superintendent.

F. **MILEAGE**

Unit members' reimbursement for travel, including mileage and meal reimbursement will be in accordance with CJUSD Board Policy and Administrative Regulation 3350.

G. **WORKING OUTSIDE OF CLASSIFICATION**

1. An employee may be required to perform duties inconsistent with those assigned to the position by the governing board provided that the unit member's salary is adjusted upward for the entire period they are required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside the unit member's normal assigned duties.
 - a. If assigned duties normally performed by employees in a higher classification, the employee shall receive the rate of pay for that higher classification. If the increased rate of pay is less than 5%, then the unit member shall receive a 5% increase over the employee's regular rate of pay.
2. Except by written agreement between the District and CSEA, an employee assigned the duties of a position other than those of their regular assignment shall not be assigned those duties for more than sixty (60) working days in any twelve (12) month period.

H. SHIFT DIFFERENTIAL

An employee whose assigned shift ends after 7:00 p.m. shall receive a paid lunch break of one half hour.

I. LONGEVITY

As calculated beginning on Step 7 of the Salary Schedule attached as Appendix A1 and A2.

J. PAY INCREASES

The District shall make a lump sum payment of any agreed upon retroactive wage increase resulting from this Agreement or any amendments thereto as soon as feasible but not later than sixty (60) days after execution of this Agreement.

K. PROMOTION

Any employee receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and step of the new classification to insure a higher pay increase as a result of the new classification.

L. CLASSIFIED PLACEMENT ON THE SALARY SCHEDULE

At the discretion of the Superintendent, a newly hired classified employee or substitute employee may be given up to four years of experience and placed on the appropriate range and step for the specific classification.

M. REHIRE: REFER TO REINSTATEMENT, ARTICLE 20 E.3.

N. PERSONAL CARE ASSISTANT

All Paraprofessionals required to change diapers or assist a student in cleaning their soiled body or clothes shall receive an annual stipend of \$1,000, effective July 1, 2023. The site principal or assigned supervisor shall verify that the duties have been assigned. This stipend shall continue to automatically increase by the percentage of any salary schedule increase.

ARTICLE 9
EMPLOYEE BENEFITS

- A. All eligible classified employees shall participate in the District’s vision and dental plan and medical plans which require participation by the plan provider.
- B. Employees who are employed full time for ten or more months shall be provided access to the District provided dental, vision and medical plans subject to the conditions outlined below:
- Effective July 1, 2023, the District pays:
- \$1,275/month toward District offered Dental, Vision and Medical Benefits
- C. The difference between the District contribution of \$1,275/month and the actual cost of the plans shall be paid by the employee.
- D. The District contribution for employees working less than full time shall be calculated on a prorated basis.
- E. Classified employees hired on or before March 1, 2008, that are enrolled in the cash in-lieu benefit on or before February 28, 2008 and elect not to enroll in one of the District provided medical plans, shall receive as “cash-back,” in lieu of health coverage, the difference between the cost of the dental and vision and the cash in-lieu CAP of \$365.95. The in-lieu for the 07-08 contract is \$232.54 plus vision and dental. The combined benefits and in-lieu shall not exceed \$365.95 through the term of the contract.
- F. The District recognizes its obligation to negotiate with the Association upon their request for any change in health benefit carrier.
- G. Long-term disability insurance to be provided at the employee's own expense.
- H. The unit members who are provided with a District paid cell phone shall be required to have it available at all times to use for work related business.
- I. **POST-RETIREMENT BENEFITS**
1. Full time (8 hours per day – 10, 11 or 12 month contract) classified employees aged 55 or older and employed by the District for 15 consecutive years, or more years in continual full time capacity, shall receive 12 months of district paid single medical coverage for the employee only for three years following their retirement, or until age 65, whichever comes first.

2. The District's contribution for this medical coverage shall be capped at a maximum of \$450 per month. Any costs in excess of this cap shall be paid by the employee (retiree).
3. Part time (less than 8 hours per day - 10, 11, or 12 month contract) classified employees aged 55 or older and employed by the District continually in part time capacity for 15 years or more, shall receive a prorated contribution to be used toward single medical coverage for the employee only for the three years following their retirement, or until age 65, whichever comes first. To calculate the amount that the District will contribute for part time employees, the District will determine the employee's most recent three-year average full time equivalent from the three years immediately preceding retirement. That percent FTE will be applied to the CAP of \$450. The prorated CAP will be applied to the cost of one of the "employee only" medical plans available through the District. As outlined above, the District contribution is capped at a maximum of \$450 per month. For part-time retirees, the cap will be prorated based on the employee's FTE as determined above.
4. The employee may pay for medical benefit coverage for their spouse and/or dependents. The employee will also have the option to purchase dental and/or vision coverage for themselves and their dependents at their own expense.
5. For both full time and part time employees, this contribution may only be used toward a medical coverage plan and is not available as cash back or for any other uses.

ARTICLE 10
HEALTH AND SAFETY

A. MEDICAL EXAMINATION

1. The District shall provide the full cost of any medical examination required as a condition of employment or continued employment. The District may request a physical examination at its expense at any time.
2. TB Tests: The District shall pay the cost charged by the District Occupational Medicine Clinic for the routine skin test for unit members at the time of initial employment and every four (4) years thereafter. For unit members who are required to submit to a chest x-ray for proof that they are free from tuberculosis, the employee may utilize their medical carrier for such clearance, and the District shall reimburse the maximum copayment amount of a District offered medical plan. Should an employee elect to utilize the District Occupational Medicine Clinic for such clearance, the District shall incur the full cost.

B. TOOLS AND SAFETY EQUIPMENT

1. The District agrees to provide all tools, equipment, and supplies that it determines are necessary to bargaining unit employees for performance of employment duties. The determination of the District shall not be unreasonable. If an employee believes that the equipment, tools, and/or supplies are insufficient or broken, the employee shall communicate such to their site administrator in writing.
2. Should the employment duties of an employee in the bargaining unit reasonably require use of any equipment or gear, including protective clothing, to insure the safety of the employee or others as determined by the District, the District agrees to furnish such equipment, gear or clothing or to reimburse the employee for the full cost of procuring such following prior District authorization.

C. SAFETY

1. The District shall provide a safe working environment for all unit members. All unit members will cooperate in maintaining such an environment.
2. Unit members will report in writing unsafe conditions to the immediate supervisor using the Unsafe Conditions Report Form (see Appendix B).

3. Unit members shall immediately report any accident in which an injury or potential injury exists. Unit members are responsible for filing any necessary reports.
4. Unit members and/or others shall not be required to search for bombs in the event of a bomb threat, nor shall unit members be required to remain in the building if the building is ordered to be vacated of pupils.
5. The District shall purchase and provide each maintenance, grounds and custodial employee with five (5) long-sleeved and five (5) short-sleeved “CJUSD” work shirts. Each employee shall assume responsibility for laundering and care for the shirts.
6. Each year, the District shall provide replacement shirts to employees as needed and necessary. Upon separation of service, shirts shall be returned to the District within ten (10) days.

ARTICLE 11
HOLIDAYS

A. All unit members shall be granted the following paid holidays, provided the member was in paid status during any portion of the workday immediately preceding or succeeding the holiday:

- | | |
|---|-------------------------------|
| Independence Day | Christmas Day |
| Labor Day | New Year's Eve |
| Veteran's Day | New Year's Day |
| Wednesday before Thanksgiving
(in lieu of Admission Day) | Martin Luther King's Birthday |
| Thanksgiving Day | Lincoln's Day |
| Day after Thanksgiving | President's Day |
| Christmas Eve | A day at Spring Recess |
| Juneteenth | Memorial Day |

- B. All other days designated and approved by the Board of Trustees.
- C. Unit members who are not normally assigned to duty during the school holidays of December 24, December 25, December 31, and January 1, and shall be paid for those four (4) holidays provided that they were in paid status during the working day of their normal assignment immediately preceding or succeeding the holiday period.
- D. When a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. When the holiday falls on a Sunday, the holiday shall be observed on the succeeding Monday.

ARTICLE 12
VACATIONS

- A. Vacation benefits are earned on a fiscal year basis.
- B. No vacation time may be used during the first six months of the unit member's probationary period.
- C. All vacation must be used in the fiscal year in which it is earned unless the unit member has been expressly authorized by the Superintendent to carry over vacation time from one fiscal year to the next.
 - 1. The amount that may be carried over is limited to five (5) days.
 - 2. The unit member must request the carry over in writing and set forth the reasons for such request.
- D. Ten and eleven month employees shall have their vacation time incorporated in their regular pay, and shall not take vacation during the school year.
- E. Unit members shall request in writing, at least three (3) weeks in advance the use of five (5) consecutive days or more of vacation time. Employees are encouraged to request vacation time of less than five (5) days in duration as much in advance as is possible so that the necessary arrangements can be made in order to grant such request.
- F. Interruption of Vacation: If an employee (while on vacation or just prior to vacation) becomes ill and/or requires hospitalization and supplies supporting information to that effect; or requires bereavement leave, the days may be charged to the appropriate leave and the vacation leave will be credited to the employee's account.
- G. For computation of earned vacation paid during 1992-1993, the following will be the basis by which earned vacation days are computed:
 - 1. A 180-204 day employee is a 10-month employee.
 - 2. A 205-218 day employee is an 11-month employee.
 - 3. All maintenance and operations employees are 12-month employees.
- H. **VACATION ENTITLEMENT**

Vacation time is earned on an annual basis as of the unit member's anniversary date at the following rates:

1 -5 years	1.00 day per month of employment
6-10 years	1.25 days per month of employment
11-15 years	1.50 days per month of employment
16-19 years	1.75 days per month of employment
20+ years	2.00 days per month of employment

Unit members working less than twelve (12) months are entitled to that proportion of vacation as the number of months worked bears to that of a regular twelve-month employee.

ARTICLE 13
LEAVES

A. SICK LEAVE

1. Sick leave is defined as the necessary absence from duty of the employee because of:
 - a. Employee's own illness or injury
 - b. Employee's exposure to contagious disease
 - c. Appointments with health care providers
2. Every employee employed 40 hours/week by the District shall be entitled to one (1) day per duty month leave of absence due to illness or injury with full pay. (Example: an 8 hours a day, 12-month employee receives 96 hours annually).
3. Employees working less than eight (8) hours per day, five (5) days or less per week, twelve (12) months or less per year, shall accrue sick leave on a prorated basis as their days of work bear to the full workweek of 40 hours. (Example: 4-hour day, 10-month employees receive 40 hours annually).
4. The sick leave entitlement shall be credited annually to the employee's record at the beginning of the fiscal year. Employee's entitlement shall be adjusted if a change in assignment alters the amount of sick leave earnable in accordance with applicable statutes.
 - a. Upon separation of service from the District, any used but unearned sick leave shall be deducted from any compensation owed to the employee.
5. Unused sick leave may be accumulated without limit unless otherwise provided by law.
6. Pay for any day of sick leave shall be the same pay the unit member would have received had the unit member worked that day.
7. All employees shall accrue entitlement for sick leave while on approved vacation.
8. All employees shall notify their supervisor or designee via "Ready Sub" or equivalent process in advance if they will be absent from work for any reason. Only in extreme emergency cases should a notice of absence be made after starting time on the workday of the absence.

9. Proof of Illness: The District may require proof of illness provided the District has reasonable cause to believe there is abuse of the leave provisions.
10. Pursuant to Education Code Section 45196, beginning with the first day of absence due to illness or injury and extending through a period of five (5) calendar months, a unit member on illness leave after using all entitlement for industrial accident leave, regular sick leave, accumulated compensatory time, vacation and other paid leave shall have deducted from the salary due for any month in which the absence occurs an amount not to exceed the sum which is actually paid to a substitute employee who is employed to substitute for the absent employee, and who is not a active classified employee.
11. After exhaustion of all paid leaves, if a unit member is unable to resume their duties, he/she shall be placed on a reemployment list for a period of 39 months. If the employee becomes physically able to return to work he/she shall be employed in the first vacant position in the class of his/her previous assignment after notice of employment readiness is given to the District.
12. Sick leave may be taken at any time, provided that new unit members with probationary status may use only six (6) days of paid sick leave during their initial probationary period.
13. A unit member who has been a classified employee of another school district or county office in California for one (1) calendar year or more, and who has terminated employment in that district or office, and who has accepted employment in the Calistoga Joint Unified School District within one (1) year of such termination, shall be credited with the total amount of earned but unused sick leave credited in the previous district or office at the time of termination.

B. PREGNANCY DISABILITY LEAVE

1. Any period of actual physical disability connected with a disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery there from, shall be treated as any other physical disability and any accrued sick leave shall be available to the employee. Physical disability for purposes of this policy shall be defined as a period during which the employee is unable to perform job

related duties. The period of actual disability shall be supported by a written statement from the employee's physician.

2. Leave beyond the period of actual physical disability may be granted by the District not to exceed one (1) year in accordance with the provisions pertaining to other uncompensated leaves. No compensation, sick leave or employee benefits will be granted.
3. This policy shall not be construed so as to deprive any employee of sick leave rights under other sections of the Education Code, applicable law, or this Agreement for absence due to illness resulting from pregnancy.
4. Pregnancy disability leave shall run concurrently with the unit member's sick leave. Differential pay shall be provided during pregnancy disability leave once a unit member has exhausted their available sick leave balance. This means that if the District utilizes a substitute employee who is employed to substitute for the absent employee, and who is not an active classified employee, then the District shall deduct the cost of the substitute employee from the absent employee's rate of pay.
5. Other than having a qualifying pregnancy-related disability, there are no tenure, hours, or other eligibility requirements, and full- and part-time employees are treated the same.

C. FAMILY AND MEDICAL LEAVE

1. Reasons for Family Medical Leave: Family medical leave may be used for the birth, (including the child of a domestic partner or same-sex domestic partner), parental child bonding with a newborn child, adoption, or foster care placement of a child by a unit member, or to care for a spouse, domestic partner, parent, child, grandparent, grandchild sibling and child of a domestic partner with a serious illness. Further, it may be used to care for anyone with a serious illness who is designated by the unit member as being related to them by blood or who is like family to them. It may also be used when an employee has a serious illness, which renders the employee unable to perform essential job functions. In cases of serious illness, the District may require a written statement of verification from the attending physician.

a. Parental Leave Terms and Conditions

1. When the need for parental leave is foreseeable, unit members will be required to provide reasonable advance notice of the intent to take parental child bonding leave. This notice requirement applies to leave taken in a continuous block or in intermittent increments of two weeks or more.
 2. The leave may be taken in a continuous block of leave up to a maximum of twelve (12) work weeks. If the school year ends prior to the completion of twelve weeks, the unit member may continue the leave in the next school year, up to a maximum of 12 weeks for that child.
 3. As an alternative to a continuous block of 12 weeks, a unit member may use parental leave intermittently. If taken intermittently, it must be taken in at least two-week increments of time; however, Parental Leave may be taken in smaller increments on two occasions.
 4. Once a unit member's sick leave is exhausted, differential pay will be provided for up to 12 weeks.
 5. The District shall adhere to Education Code 45196.1. A classified employee is not required to have 1,250 hours of service with the employer during the previous 12-month period to take parental leave.
2. Eligibility/Amount of Leave: All employees who have been employed for more than one (1) continuous year and have worked at least 1250 hours during the previous twelve (12) months, are eligible for unpaid family medical leave not to exceed twelve (12) weeks within a twelve (12) month period. The entitlement will begin on July 1 of each year. When both spouses are eligible for leave, each is entitled to twelve (12) weeks.
 3. Use of Accrued Leave: The employee will first use any available accrued paid leave. When accrued leave is exhausted, the employee shall be provided with unpaid leave for the balance of the twelve (12) weeks.

4. Health Benefits: During the period of such leave, the District shall maintain the unit member's group health benefits, if any, on the same basis as if the unit member was in paid status. Upon return from family medical leave, the unit member is entitled to return to the same position, with the same terms and conditions of employment. If the employee does not return to work after the leave for reasons other than the continuation, recurrence or onset of a serious health condition of the employee or the employee's spouse or parent, or other circumstances beyond the employee's control, the employer may recover the premiums paid on the employee's behalf.
5. Procedure for Requesting Family Medical Leave: When the need for leave is foreseeable, the employee must provide the District with a request for leave at least thirty (30) days in advance. When not foreseeable, notice must be given as soon as practicable under the circumstances. The employee is required to make every reasonable effort to schedule planned medical treatment so as not to unduly disrupt the employee's regular work schedule.

D. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

1. Employees shall be allowed up to sixty (60) working days leave in any year for the same accident.
2. Allowable leave shall not be accumulated from year to year.
3. Industrial accident or illness leave will commence on the first day of absence.
4. During any paid leave of absence under this section, the employee shall endorse to the District the temporary disability indemnity checks received on account of the industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.
5. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.
6. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year, in which the injury occurred, for the same illness or injury.

7. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave, as outlined in Article 13.A.10, will then be used after entitlement to all regular sick leave, accumulated compensating time, vacation or other available paid leave has been exhausted. If an employee is receiving Workers' Compensation, the person shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensation time, vacation or other available leave which, when added to the Workers' Compensation award, provide for a full day's wage salary.
8. When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on a reemployment list for a period of 39 months without pay. When available, during the 39-month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case, the person shall be listed in accordance with appropriate seniority regulations.
9. The Board may, in the consideration of individual cases, provide for such additional leave of absence for industrial accident or illness as deemed appropriate.

E. BEREAVEMENT LEAVE

1. An employee shall be granted bereavement leave at full pay for five (5) days on account of the death of any member of his/her immediate family. Members of the immediate family means the employee's spouse, the mother, father, brother, sister, grandmother, grandfather, child, grandchild, son-in-law, daughter-in-law, niece or nephew of the employee or of the spouse of the employee, or any person living in the immediate household of the employee. Bereavement leave must be completed within three months of the date of the death of the family member.
2. The employee shall be entitled to use up to four (4) hours of accumulated sick leave to attend the funeral of a fellow employee or personal friend.

3. Five (5) days of bereavement leave may be used for a reproductive loss leave following a reproductive loss event.
 - a. A reproductive loss event is defined as a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction.
 - b. If an employee experiences more than one reproductive loss event within a 12-month period, the employer is not obligated to exceed leave time greater than 20 days. In practice, this means an employee may qualify for this leave four times during a 12-month period with a guarantee of workplace protections and without fear of retaliation.
 - c. An employee is eligible for the leave after 30 days of employment.
 - d. The leave must be taken within three months of the event.
 - e. The leave may be taken on nonconsecutive days.
 - f. Consistent with bereavement leave, reproductive loss leave will be paid by the District with the leave being granted upon the event.

F. JURY DUTY

Leave of absence for jury duty shall be granted to any employee who has been officially summoned to jury duty in local, state, or federal court. Leave shall be granted for the period of the jury service. The employee shall receive full pay while on leave provided that the jury service fee, less meals, mileage, and lodging for such leave is assigned to and the subpoena or court certification is filed with the District. Requests for jury service leave should be made by presenting the official court summons to jury service to the supervisor.

G. MILITARY LEAVE

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

H. PERSONAL NECESSITY LEAVE

1. A unit member may use up to seven (7) days per year of accrued sick leave for absences necessitated by personal necessity. Personal necessity leaves shall be taken for reasons that the employee cannot be reasonably expected to ignore and cannot be dealt with outside of the regular workday.
2. Personal necessity is defined as any of the following:

- a. Death or serious illness of a member of an employee's immediate family (see E.1 above) when additional leave is required beyond that provided in Section E.
 - b. Accident involving an employee's person or property, or the person or property of a member of an employee's immediate family.
 - c. Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction, including adoption hearing.
 - d. To conduct legal or other personal and pressing obligations which require the presence of the employee during regularly scheduled working hours in order to prevent a familial or financial hardship. Such obligations do not include any extension of holiday and/or weekends or any recreational matters of personal convenience.
 - e. Religious holidays.
3. Advance permission shall not be required for leave taken under section 2.a, 2.b and 2.c above.
 4. The employee shall submit a written request to their supervisor designating which Section "a" through "e" is involved, but a statement of reason beyond such designation shall not be required. This request shall be submitted prior to taking the leave except as specified in Section 2 above.

I. PERSONAL LEAVE

Three (3) of the seven (7) days available for personal necessity leave may be used for an employee's personal business, without the requirement that the unit member state the reason for such leaves. Personal leave requires prior notification of the school principal or designee three (3) days in advance of the leave, except in an emergency.

J. UNCOMPENSATED LEAVE

1. Leave of absence without pay may be granted to an employee on permanent status upon written request and approval of the Superintendent or designated representative, subject to the following restrictions.
 - a. Except in extreme emergency situations, an employee should request the leave thirty (30) days prior to the date the leave is proposed to commence.

- b. Leave of absence without pay may be granted for any period not exceeding one (1) year, except that leave of absence for military service shall be granted as provided by the Education Code and the Military and Veterans Code, and leave of absence for service in the Peace Corps or the Red Cross during time of national emergency, may be granted for a period not to exceed 24 months.
 - c. Upon return to duty, the employee shall be returned to the class from which he/she was granted a leave. The employee shall be placed on the same salary step he/she was on before commencing leave; however, if the leave granted was for one-fourth (1/4) or less of employee's work year, the employee shall be placed on the next higher step, if so provided, of the salary schedule.
- 2. Employees on Board approved unpaid leaves of absence shall have the option to continue health, dental and all other insurance coverages for the period of the leave at their own expense, by providing the District with monthly premium payments in the full amount of the premium cost.
 - 3. The granting of any unpaid leave shall not be precedent setting with regard to any other request for unpaid leave. Such denial shall not be arbitrary or capricious.

K. BREAK IN SERVICE

- 1. Any permanent employee in good standing who voluntarily resigns from his/her position may be reinstated or employed by the Governing Board within 39 months after his/her last day of paid service. If the Governing Board reinstates or employs said member, it shall disregard the break in service and restore to him/her all of the rights, benefits and responsibilities of a permanent employee in the class to which she/he is reinstated or reemployed.
- 2. No absence under any paid leave provisions of this article shall be considered as a break in service for any employee and all accruing under the provisions of this Agreement shall continue under such absence.

L. CATASTROPHIC LEAVE

- 1. On a case-by-case basis and with mutual agreement of Chapter 555 CSEA and the Calistoga Joint Unified School District, any bargaining unit member may donate

up to 40 hours of accumulated and unused sick leave to another bargaining unit member. Donated leave shall be converted for utilization on an hour for hour basis, meaning that the recipient shall be paid at his/her regular rate of pay.

2. Definition: Catastrophic leave may be available for illness or injury after exhaustion of accumulated regular sick leave. Catastrophic leave is a paid leave of absence, which may only be used for verifiable, long-term illness or injury such as, but not limited to, cancer, or heart attack, which clearly disables the employee.
3. Coverage: An employee who has worked for the District for a minimum of two (2) school years is eligible to apply for catastrophic leave when all accrued paid leave is exhausted. The leave is subject to the mutual approval of the CSEA chapter and the School District.
4. Process for Applying for Catastrophic Leave Hours: Any unit member meeting the above requirements may apply for catastrophic leave by using the approved application form available from the Chapter or in the District Office. Upon completion of the form, it must first be returned to the CSEA president. The president will share the request with a CSEA appointed committee. If approved, the president will share the application with the District Superintendent. If mutual approval is received, the CSEA president will begin the process of establishing a catastrophic leave “pool” of donated hours.
5. Process for Donating Hours: Any CSEA bargaining unit member may donate up to forty (40) hours to the catastrophic leave “pool.” Donated hours will be subtracted from the donating employees’ accumulated sick leave. Bargaining unit members must maintain a minimum of two (2) years entitlement of hours for themselves. Once the “pool” is established, the unit shall determine what percentage of the “total” pool was contributed by each donor. Unused hours shall be returned to donors on the same percentage basis as were donated.
6. Leave Limitation: Catastrophic leave shall not be used in conjunction with any long-term disability insurance or Social Security benefits. While an employee is on catastrophic leave using donated hours, the employee shall not accrue any vacation or sick leave.

7. Employees whose parent, child or spouse has suffered a catastrophic illness or injury may apply to the Superintendent to use up to fifteen (15) days of accumulated sick leave as personal necessity for the purpose of caring for the disabled family member. To be eligible, the employee must first use all of his current personal necessity leave.

**CSEA / CJUSD
Catastrophic Leave
Sick Leave Pool Donation Form**

I, _____, wish to donate _____ hours of my sick leave to
Donating Employee Number

the sick leave "pool" designated for: _____
Receiving Employee

I have read and understand the Catastrophic Leave section of the collective bargaining agreement between the Calistoga Joint Unified School District and the CSEA Unit 555. I understand that a percentage of the donated hours will be returned to me if unused by the employee named above.

I further understand that these hours will be subtracted from my accumulated sick leave.

Donating Employee Signature

Date

(12/3/93)

CSEA / CJUSD
Catastrophic Leave Pool
Withdrawal Application

Name: _____ Date: _____

Address: _____ City: _____

Home Phone: _____ Work Phone: _____

Work Site: _____ Position: _____

Hours Apply For: _____ Dates to be Used: _____

Circumstances: _____

(Attach additional sheet if more room is needed)

Name of attending physician: _____ Phone #: _____

I have used all of my available sick leave.

I hereby certify that all statements made herein are true and correct to the best of my knowledge.

I understand that a false statement may disqualify me from obtaining hours from the Sick Leave Pool.

Signature

Date

Please attach medical verification.

(12/3/93)

ARTICLE 14
PERSONNEL FILES

- A. The Board shall not base any adverse action against a person upon materials that are not contained in such person's personnel file. Moreover, the Board shall not base any adverse action against a person upon materials that are contained in such person's personnel file unless the materials are placed in the file at the time of the incident, giving rise to such materials and the person is notified at such time that such materials are being placed in the file.
- B. A person shall be provided a copy of any negative or derogatory material before it is placed in his personnel file. He/she shall also be given an opportunity during the school day to prepare a written response to such material so long as such opportunity does not interfere with the person's duties as an employee. The written response shall be attached to the material.
- C. Upon written authorization by the person, a representative of the Association shall be permitted to examine and/or obtain copies of materials in such person's personnel file.
- D. The people who draft and/or place material in a person's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file.
- E. The Superintendent or designee shall keep a log indicating the persons, excluding District administrators or confidential employees directly involved in Human Resources as designated by the Superintendent who have looked at a personnel file as well as the dates of such examinations by the person or his/her Association representative, if so authorized by the person.
- F. Access to personnel files shall be limited to the members of the District administration and their representatives. Board of Education members may request the review of the person's file at a personnel session of the entire Board of Education. The contents of all personnel files shall be kept in the strictest confidence.
- G. The District shall maintain the person's personnel file at the District's central office or maintain the person's personnel file in electronic format.

ARTICLE 15
PROBATIONARY STATUS

- A. The probationary period for all newly hired employees or for any employee promoted into a different position shall be six (6) months.
- B. The probationary period shall begin on the first day of paid service in that new/different position.
- C. All probationary employees shall be evaluated at least twice (2) during the probationary period.
- D. A probationary employee may be released from service (if a new hire) at any time during their probationary period.
 - 1. The notice of dismissal shall be in writing and shall be served at least three (3) workdays in advance of the effective date.
 - 2. The District is not required to set forth the reasons for termination in the notice.
- E. A promotional probationary employee may be demoted to their former position during the first three (3) months of their probationary period and may request a demotion to their former position during that time.

ARTICLE 16
EVALUATION PROCEDURES

- A. Each permanent classified employee shall receive an annual evaluation. It shall be completed no later than thirty (30) days before the last scheduled day of school. Probationary employees, whether new employees or promotional, shall be evaluated during the third month of their employment and again one month prior to the end of their six (6) month probationary period.
 - a. Classified employees who have worked for the district for five years or more and have not received an overall rating of 2-Fair or 1-Unsatisfactory on the preceding evaluation will be evaluated every other year.
- B. A copy of the employee performance evaluation (Appendix C), mutually agreed to by District and CSEA, shall be made available to the respective employee at the time of the evaluation, and reviewed with the employee by the immediate supervisor. The employee shall have the right to respond in writing to any evaluation.
- C. The unit member shall be evaluated on how well he or she is fulfilling his/her duties and responsibilities as specified in the evaluatee's position description. A copy of the position description and evaluation forms shall be provided to the evaluatee by October 1.
- D. The evaluator shall complete his evaluation and assessment of the employee no later than thirty (30) days before the last school day scheduled on the school calendar adopted by the governing board for the school year in which the evaluation takes place. The employee shall have the right to initiate a written reaction or response to the evaluation. Such response shall become a permanent attachment to the employee's personnel file. Before the last school day scheduled on the school calendar, a meeting shall be held between the employee and the evaluator to discuss the evaluation.
- E. The evaluatee shall be given a copy of the written evaluation report and provided the opportunity to submit a rebuttal statement, which will be attached to the file copy of the evaluation report.
- F. The evaluatee shall be entitled to have a representative of his/her choosing, present at any meetings with the Board or its agents, to discuss formally filed charges.

- G. Hearsay evidence or material that is shown to be false shall not be utilized in the evaluation process.
- H. Employees shall be evaluated by the building principal or program director. Such evaluations shall be based on direct observation, and written input from individuals with direct knowledge of the employee's duties, responsibilities and performance.

ARTICLE 17
DISCIPLINARY ACTION

A. PROCEDURE FOR DISCIPLINARY ACTION

1. No employee in the classified service shall be disciplined, or in any way discriminated against because of his/her/their political or religious creed or opinions or affiliations, or race, color, sex, sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics, national origin or ancestry, or marital status, physical or mental disability, medical condition, genetic information, age, pregnancy, military or veteran status, subject to the provisions of the contract regarding cause for discipline.
 - a. An employee shall be disciplined for just cause only. Examples are set forth below.
 - b. “Progressive” discipline shall be utilized when appropriate. This means that oral warnings shall precede written warnings or reprimands and written warnings or reprimands shall normally precede suspension, reassignment, demotion or dismissal. These provisions shall not preclude the District from taking appropriate action when warranted by a serious situation.

B. EXAMPLES OF JUST CAUSE FOR DISCIPLINE

1. Incompetency or inefficiency.
2. Insubordination.
3. Discourteous treatment of the public, of students, parents or fellow employees.
4. Any willful or persistent violation of the provisions of the Education Code or of rules, regulations, or procedures adopted by the District Board of Trustees or of rules or directions of the Superintendent.
5. Under the influence of alcohol during work hours.
6. Use, sale, possession, or being under the influence of any illegal drugs/narcotics while on District time. (This does not preclude the District from pursuing

discipline for similar actions off District time provided there is just cause and a nexus between their off duty action and their job duties).

7. Conviction of a serious crime by a court of law; a record of one or more convictions which indicates that the person is a poor employment risk; failure to disclose material facts regarding criminal records; and other false or misleading information on application form or examination and employment records concerning material matters.
8. Repeated unexcused absences or tardiness.
9. Abandonment of position. Defined to mean absence without leave for four (4) working days or more without an acceptable explanation.

C. GENERAL PROCEDURE

1. When it is recommended that a permanent employee is to be suspended, reassigned, demoted, or dismissed, specific written charges will be prepared and presented by the Superintendent or his/her designee. The charges shall specifically state the cause of discipline and the facts underlying those charges.
2. The Superintendent shall provide the employee with a written notice of the recommended action. The notice of disciplinary action shall contain a statement in ordinary and concise language of the specific acts and omissions upon which the disciplinary action is based, a statement of the cause for the action taken and, if it is claimed that an employee has violated a rule or regulation of the public school employer, such rule or regulation shall be set forth in said notice. The notice shall contain a provision for informing the employee of his/her right to a hearing before the Board and right to request a hearing officer, as specified in this article, on such charges.

The notice shall contain a card or paper, the signing and filing of which on a timely basis shall constitute a demand for a hearing and a denial of all charges. The demand for hearing and demand for appointment of a hearing officer must be filed within ten (10) calendar days of the date of the notice of recommended discipline.

If the demand is not filed in a timely basis, the employee waives his/her right to a hearing.

3. Prior to the issuance of charges and notice of recommended discipline, the employee will be offered an opportunity to meet with the Superintendent and/or his designees regarding the charges and proposed penalty. The employee has the right to bring his/her union representative to such meeting.
4. Notwithstanding the procedures prescribed above, an employee may be suspended for not more than thirty (30) days, except as provided in Section E, prior to exhaustion of the appeal process at the discretion of the Superintendent. Such suspension pending appeal shall take place if the Superintendent determines that the employee's continued presence poses a threat to the safety of people or property. The employee shall be provided an opportunity to meet with the Superintendent regarding such immediate suspension. An employee has the right to have a union representative present at the meeting. Such suspension will be with pay no more than thirty (30) calendar days during which time all disciplinary procedures shall be pursued. If the process takes more than thirty (30) days to exhaust, the employee shall continue on suspension without pay. If a delay or continuance is sought by the District or the hearing officer, the suspension with pay shall continue for the length of such delay.
5. A permanent employee charged with the commission of any sex offense as defined in Education Code Section 44010 or any narcotics offense as defined in Education Code Section 44011 by complaint, information, or indictment filed in a court of competent jurisdiction, may be suspended as provided for in the second paragraph of Education Code Section 45304. Such suspension will be processed as an involuntary personal leave in accordance with the provisions of this rule relative to suspensions. The employee may receive compensation as provided for in the Code Section.
6. Dismissal shall cause removal of the employee's name from all employment lists.
7. Failure to file a request for a hearing as provided for in Section C above shall constitute a waiver of the employee's right to a hearing and the Governing Board shall act upon said charges without a hearing.
8. Probationary employees shall have no right to appeal.
9. Definitions for purposes of discipline (unless otherwise indicated):

- a. “Days” = Any day, Monday through Friday inclusive, in which the school district office is open for business.
- b. “Date of Receipt” = Date of personal service or five (5) calendar days after date of service by certified mail.

D. HEARING

1. A permanent employee who has been recommended for disciplinary action may request a hearing before the Governing Board within ten (10) calendar days after having been furnished with a copy of the written charges by filing a written request for a hearing. Such request shall be filed with the Superintendent.
2. A permanent employee who has not served the full probationary period for the class and who is demoted to the class from which promoted, may request a hearing before the Governing Board within ten (10) calendar days after the receipt of the copy of written charges.

E. HEARING PROCEDURE

1. The Governing Board may conduct hearings of appeals or may appoint a hearing officer from the Office of Administrative Hearings. The hearing officer shall conduct the hearing and report findings and recommendations to the Governing Board. Upon the request of an employee, the Board shall appoint a hearing officer to conduct the hearing, provided that the cost of the hearing officer shall be split. The decision of the hearing officer will be advisory.
2. Hearings shall be conducted in the manner most conducive to a determination of the truth, and neither the Governing Board nor its hearing officer shall be bound by technical rules of evidence. Advisory decisions made by the hearing officer shall not be invalidated by any informality in the proceedings. Final decisions made by the Governing Board shall not be invalidated by an informality in the hearing procedures.
3. The Governing Board or hearing officer shall determine the credibility of testimony and evidence. It shall base its findings on the preponderance of evidence.
4. Each side will be permitted an opening statement (District first), and closing arguments (District first). The District shall first present its witnesses and

evidence to sustain its charges and the employee will then present his/her witnesses and evidence in defense. The burden of proof shall remain with the District.

5. Each side will be allowed to examine and cross-examine witnesses.
6. Both the District and the employee will be allowed to be represented by legal counsel or other designated representative.
7. The Governing Board or hearing officer may and shall, if requested by the District or the employee, subpoena witnesses and/or require the production of records or other material evidence.
8. The Governing Board or hearing officer may, prior to or during the hearing, grant a continuance for any reason it believes to be important to its reaching a fair and proper decision.
9. Whether the hearing is held in public or executive session, the Governing Board, after it concludes the hearing, shall deliberate its decision in executive session. No persons other than members of the Governing Board and the Board's legal counsel, at the request of the Board shall be permitted to participate in deliberations.
10. The Governing Board or hearing officer 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 hearing before the Board or after receiving the report and recommendations by the hearing officer. Its decision shall set forth which charges, if any, are sustained and the reasons therefore.
11. The Governing Board may sustain or reject any or all of the decisions filed by the hearing officer. It may not provide for discipline more stringent than that invoked by the Superintendent. The Governing Board shall, in the event of a full or partial rejection of the hearing officer's decision, render its decision including the reasons, in writing, no later than twenty-one (21) calendar days following the receipt of the hearing officer's decision.
 - a. In the event that the employee had been suspended without pay pending the hearing and determination, and the charges/discipline are not sustained in the final decision, the employee shall be entitled to all back pay.

12. The employee or his representative may obtain a copy of the transcript of the hearing upon written request and agreement to pay for necessary costs.
13. The decision of the Governing Board is final and binding on all parties.
 - a. Both parties have the right to appeal the final decision to a court of proper jurisdiction.

ARTICLE 18
GRIEVANCE PROCEDURE

A. DEFINITIONS

1. The term “grievance” shall mean a claim by a unit member that there has been a misinterpretation, misapplication, or violation of this Agreement.
2. The term “grievant” shall mean the unit member alleging that he/she has been adversely affected and files a grievance and the Association has the right to file a grievance if there has been misinterpretation, misapplication, or violation of this Agreement.
3. The term “days” shall mean unit member workdays.
4. The term “supervisor” shall mean principal, site supervisor or his/her designee.
5. The purpose of this procedure is to secure at the lowest possible level administrative solutions to problems arising from allegations of unfair or inequitable treatment under this Agreement. The parties agree that these proceedings shall be as informal and confidential as appropriate at each level.

B. GENERAL PROVISIONS

1. Nothing contained herein will be construed as limiting the rights of any unit member alleging a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention of the Association, provided the Association has been given an opportunity to be present at such adjustment and to state its view.
2. The grievant shall be entitled to representation by the Association at all grievance levels.
3. If more than one member of the bargaining unit has the same grievance in both issue and fact, then, upon the request of the Association, the grievances shall be consolidated for purposes of hearing and decision; provided that each grievant files a separate initial grievance, and provided further that the rights of the parties are not prejudiced by such consolidation and timelines can be extended without prejudice to either party.

4. The timelines set forth in this document are to be considered maximum limits, and both parties agree to attempt a resolution without resort to the maximum limitations. If the District fails to respond within the specified limits, the grievant may proceed to the next level. If the grievant fails to meet the specified limits the grievance will be considered settled as to that grievant.
5. All documents, communications, and records dealing with processing of a grievance will be filed separately from the personnel files of the participant.
6. Forms for processing grievances will be prepared by the Superintendent. The forms will be printed by the Board and given appropriate distribution so as to facilitate operation of the grievance procedure.
7. The grievant, shall, until final disposition of the grievance, conform to the original direction of the site administrator.
8. No reprisals shall be taken by the District or the Association against any person and/or the Association by way of participating in or processing a grievance under this procedure.

C. INFORMAL PROCEDURE – LEVEL I

1. Within twenty (20) workdays of the incident, giving rise to the grievance, the employee shall attempt to resolve the dispute by private conference with the parties involved. If the grievance is not resolved at a private conference, the grievant may declare that the grievance is unresolved.
2. Written notice that the grievance is unresolved must be given to the participants of the private conference within five (5) days of the conference.

D. FORMAL PROCEDURE – LEVEL II

1. If the grievance is unresolved by the informal procedure, the grievant must present his/her grievance, in writing, to the site administrator within five (5) days of the private conference. The statement shall be a clear, concise statement of the grievance, the circumstances involved, section of the Agreement violated, and the specific remedy sought.
2. The site administrator shall communicate his/her decision, in writing, within five (5) days of receipt of the grievance.
3. Within the above time limits, either party may request a personal conference.

E. FORMAL PROCEDURE – LEVEL III

1. In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision, in writing, to the Superintendent.
2. The appeal must be submitted within five (5) days of receipt of the decision at Level II. The statement of appeal must include a copy of the original grievance, the decision rendered, and a clear, concise statement of the premise for the appeal.
3. The Superintendent shall communicate his/her decision, in writing, within ten (10) days after receiving the appeal.

F. FORMAL PROCEDURE – LEVEL IV

1. In the event the grievant is not satisfied with the decision at Level III, the grievant may appeal the decision to mediation for resolution of the dispute.
2. The appeal must be submitted within five (5) days of the receipt of the decision at Level III.
3. A mediator from the California State Mediation and Conciliation Service shall be appointed who shall schedule a mediation conference at the earliest possible date. The mediator shall assist the parties in resolving the grievance but shall not have authority to compel resolution of the grievance.
4. If, after due diligence, the mediator concludes resolution is not possible, the mediator shall notify the parties.

G. FORMAL PROCEDURE – LEVEL V

1. If the grievant is not satisfied with the decision at Level IV, the grievant may within five (5) days of the receipt of the decision, submit a request in writing to the association for arbitration of the dispute. Within ten (10) days of the grievant's receipt of the decision at Level IV, the Association shall inform, in writing, the District of its intent as to whether or not the grievance will be arbitrated.
2. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.
3. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to the arbitrator. If the parties cannot agree upon a

submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

4. After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit, in writing, to all parties the findings and decisions.
5. The decision of the arbitrator shall be final and binding.

ARTICLE 19
PROMOTION AND TRANSFER

A. PROMOTION

1. A unit member who receives a promotion to a class allocated to a higher salary range shall be placed on the step of the salary range that is next above the rate the unit member received in the previous class. An additional one-step advancement will be granted upon the successful completion of the probationary period and at one-year intervals thereafter until the maximum is achieved.
2. If the unit member has already attained the maximum step and is recommended for a step advancement, the unit member shall be given a one-time bonus equal to five (5) percent of the unit member's annual salary computed at the current monthly rate.
3. First Consideration:
 - a. Employees in the bargaining unit shall be given first consideration in filling any job vacancy within the bargaining unit, which can be considered a promotion. Final selection is within the discretion of the District, except as provided herein.
 - b. A unit member shall have adequate training by an administrator, supervisor, or outside agency to properly prepare for and execute the duties of the position.
4. Posting of Notice:
 - a. Notice of all job vacancies within the bargaining unit shall be posted on specifically designated "Job Vacancies" sections of bulletin boards at all job sites in the District.
 - b. Any employee on leave during the period of the posting shall be mailed a copy of the notice to the employee's address on the District's records on the date the position is posted.
5. Notice of Contents: The job vacancy notice shall include the job title, months per year assigned to the position, the salary range, and the deadline for filing to fill a vacancy. A detailed job announcement shall be available from the District Office.

6. Filing: Any employee in the bargaining unit may file for the vacancy by submitting the completed application to the District Office within the filing period.

B. TRANSFERS

1. Definitions: “Transfer” means a change from one job site to another within the same classification.
2. Voluntary Transfer:
 - a. The District shall notify the employees in the bargaining unit of any available positions within the District as they occur by posting appropriately at each work site.
 - b. Any employee on a long-term leave during the period of the posting shall be mailed a copy of the notice to the employee’s address on the District’s records on the date the position is posted.
 - c. Where requests are made for a transfer after posting, the decision to transfer shall be made no later than ten (10) working days after the closing of applications as set forth in the notice.
 - d. Where there is more than one application for transfers, qualifications of the persons applying being relatively equal, the employees’ district wide seniority shall be the most significant factor in making the transfer.

ARTICLE 20
LAYOFF/REHIRE

A. DEFINITIONS

1. Layoff: "Layoff" is defined as an involuntary separation from service with the District implemented under Education Code Section 45117.
2. For these purposes, "date of hire" shall be defined as the first date of paid service in the affected classification or higher classification(s).

B. EQUAL SENIORITY

If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made by lottery.

C. NOTICE OF LAYOFF

1. CSEA shall be given fifteen (15) calendar days advance notice of layoff. After the fifteen (15) days, the District shall give notice of layoff to the affected employees. Such notice of layoff shall be given to the employees in accordance with Education Code 45117.
2. Content of Notice:
 - a. The notice must inform the employee of the effective date of the layoff.
 - b. The notice must inform the employee of displacement rights, if any.
 - c. The notice must inform the employee of reemployment rights.
 - d. The notice must inform the employee of the right to file Unemployment Insurance Claim.

D. DISPLACEMENT RIGHTS

An employee who is laid off from a classification, and who has previous service in an equal or lower classification, shall have the right to bump into that classification.

E. REEMPLOYMENT RIGHTS

1. Persons laid off are eligible for reemployment to their previous position for a period of 39 months and shall be reemployed in preference to new applicants.
2. Persons laid off shall have the right to participate in promotional examinations within the District for a period of 39 months.
3. Reinstatement of Permanent Non-Certificated Employees After Resignation:

- a. Any permanent classified employee of a school district who voluntarily resigns from his/her permanent classified position may be reinstated or reemployed by the Governing Board of the District, within 39 months after his/her last day of paid service and without further competitive examination, to a position in his/her former classification as a permanent or limited-term employee, or as a permanent or limited-term in a related lower class or a lower class in which the employee formerly had permanent status.
- b. If the Governing Board elects to reinstate or re-employ a person as a permanent employee under the provisions of this section, it shall disregard the break in service of the employee and classify him as, and restore to him all of the rights, benefits and burdens of a permanent employee in the class to which he is reinstated or reemployed.

F. DEMOTIONS IN LIEU OF LAYOFF

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff, or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months; provided that, the same tests of fitness under which they qualified for appointment to the class shall still apply. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff 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, or without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority.

G. RETIREMENT IN LIEU OF LAYOFF

1. Any employee eligible for retirement may elect to accept service retirement in lieu of layoff without loss of reemployment rights as provided in this Agreement, provided written notification is given to the employer of such election.
2. Notwithstanding any other provision of law, any person who was subject to being, or was in fact, laid off for lack of work or lack of funds who elected service

retirement from the Public Employees' Retirement System shall be placed on an appropriate reemployment list.

3. The District shall notify the Board of Administration of the Public Employees' Retirement System of the fact that retirement was due to layoff for lack of work or of funds. If he/she is subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed his request for reinstatement from retirement.

H. DISPUTES

Employees may bring to the Superintendent's attention any objections to the seniority roster used for layoffs. Said objections are to be made to the Superintendent to allow the District time to review the list and, if necessary, correct any errors contained therein.

I. IMPROPER LAYOFF

If it is determined that an employee has been improperly laid off, he/she shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits. Such reimbursement will be offset by any wages or benefits earned by the employee from a separate employer.

J. JOB INTERVIEWS

Employees to be laid off shall be permitted to use up to two (2) days of available and unused personal necessity leave as provided for within the contract for the purpose of attending job interviews scheduled during the working day.

K. FRINGE BENEFITS

To assist the unit member who has received layoff notice, and who has not obtained new employment which provides fringe benefits by the effective layoff date, the District shall continue the existing fringe benefits as provided in Article IX of the Agreement for an additional two (2) month period beyond the layoff effective date or until the employee obtains new employment, as indicated above, whichever occurs first.

L. FINAL PAY

Vacation and compensatory time earned and unused at the time of layoff shall be computed and paid with the final pay warrant due the employee.

M. STEP PLACEMENT UPON REEMPLOYMENT

Laid off employees who are subsequently reemployed within thirty-nine (39) months in the position and step from which they were laid off for the purposes of step placement and should be credited with one additional step on the salary schedule, if applicable upon reemployment.

N. SENIORITY UPON REEMPLOYMENT

Length of service earned within classification and higher classifications up to the effective date of layoff shall be reinstated to the employee who is subsequently reemployed within the statutory reemployment period.

O. RESTORATION OF SICK LEAVE

Sick leave hours earned and unused at the time of layoff shall be restored to the employee upon reemployment within the legal reemployment period.

P. District acknowledges its duty to negotiate the cause and effects of proposed reduction in hours.

ARTICLE 21
MISCELLANEOUS

- A. In accordance with the Education Code and Government Code, legal defense shall be provided for employees due to actions brought for events arising out of and in the course of employment.
- B. **SEVERABILITY**
1. If, during the life of this Agreement, there exists or comes into effect any applicable law or any applicable rule, regulation, or order issued by governmental judicial authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions, which shall continue in full force and effect.
 2. In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after notice by either party for the purpose of arriving at a mutually satisfactory replacement for such article or section.
- C. **ANNUAL STATEMENT OF STATUS**
- By October 31 of each year, each employee shall be given a statement of status, which shall include:
1. Current Position Title, Range, and Step
 2. Salary
 3. Health and Welfare Benefits in which employee is currently enrolled
 4. Hours Assigned
- D. **DISTRICT COMMITTEES**
- In the event the District establishes a committee which is to have and include districtwide participation, the CSEA President shall be informed of the opportunity to appoint classified person(s) to the committee.

ARTICLE 22
PROFESSIONAL GROWTH

- A. Purpose: This article is intended to encourage all classified employees to participate actively in study, which is designed to improve service to the district as well as to promote professional and educational growth of the employee. Employees may be reimbursed for up to \$500 annually for coursework taken for the purpose of work related professional growth.
- B. Definition: Professional growth is encouraged by the District as a means for employees to gain new skills and abilities, to enhance opportunity for promotion or absorption into related reclassification, and to engage in study, which will extend the high standards of classified employees. Professional growth, for the purposes of the incentives provided in this article, shall be for pre-approved college, adult school courses, workshops or seminars.
- C. Eligibility: All permanent employees are eligible to enter the professional growth program. Course work must relate to the following skill areas:
1. Communication Skills: Including speech, English, bilingual abilities, etc.
 2. Interpersonal Relations Skills: Management, psychology, sociology, etc.
 3. Technical Skills: Typing, data processing, accounting, carpentry, gardening, nutrition for food services, etc.
- It is anticipated that course work shall be related to improvement of job performance in the position occupied by the employee or to meeting the requirements of a position to which the employee reasonably aspires.
- D. Approval Procedure: The coursework approval form must be signed by the employee and supervisor (principal or department director) prior to taking the course and submitted to human resources. Without prior written approval, the coursework may or may not be approved for reimbursement. The request for reimbursement must be accompanied by a receipt or other evidence of payment for the course or course materials.
- E. Reimbursement: Reimbursement will occur when the employee submits receipts of course registration fees and books and materials, as well as a transcript of grades or an

official documentation indicating successful completion of the pre-approved course. A maximum reimbursement shall be up to but not exceeding five hundred dollars (\$500).

- F. The District agrees to provide professional development training for paraprofessionals once per month and not in the event of an emergency situation or natural disaster. The District shall also provide relevant professional development training to all classifications and shall seek the input of classified employees when determining which trainings would best serve the needs of the employees. The cost of the training, if any, shall be borne by the District and all training shall occur while the unit member is in paid status.

CALISTOGA JOINT UNIFIED SCHOOL DISTRICT
1520 LAKE STREET, CALISTOGA, CA 94515

RE: CLASSIFIED STAFF REQUEST FOR COURSEWORK/TRAINING APPROVAL

TO: SITE PRINCIPAL OR DEPARTMENT DIRECTOR

FROM: STAFF MEMBER: _____

SCHOOL OR DEPARTMENT: _____

DATE: _____

To be eligible for reimbursement, the coursework or training must be approved in advance and submitted to the human resources department. Requests for reimbursement should be accompanied by a receipt or other evidence of payment for the course or course materials.

Name of the course:

Name of the college or training agency:

Description of expenses being claimed for reimbursement:

Total reimbursement requested:

Staff member's Signature _____

Date _____

Principal's or Manager's Signature _____

Date _____

ARTICLE 23
TERM AND REVISION PROVISIONS

A. Duration: The Agreement shall be effective upon ratification by both parties from July 1, 2023 and shall continue in effect through June 30, 2026.

B. Reopeners:

Reopeners for 2024-2025 shall be as follows:

1. Article 8 - Wages
2. Article 9 - Employee Benefits
3. Two (2) additional articles of each party's choice

Reopeners for 2025-2026 shall be as follows:

1. Article 8 - Wages
2. Article 9 - Employee Benefits
3. One (1) additional articles of each party's choice

APPENDIX A1

Board Approval Date: December 11, 2023
 Effective: July 1, 2023

Calistoga Joint Unified School District
 Classified Salary Schedule
 2023-24

Range	Position	Work Days/Yr	1	2	3	4	5	6	7-9	10-12	13-15	16-18	19-21	22-24	25-29	30+
1	Crossing Guard	180	20.22	21.20	22.26	23.39	24.52	25.77	26.53	27.33	28.15	28.99	29.86	30.78	31.69	32.63
	Compu Supervisor															
2	Instructional Paraprofessional	181	23.39	24.52	25.77	27.05	28.42	29.85	30.74	31.68	32.62	33.56	34.61	35.62	36.68	37.78
	Assistant Cook	183														
3	Special Education Paraprofessional	181	24.52	25.77	27.05	28.42	29.85	31.34	32.29	33.22	34.25	35.27	36.32	37.40	38.50	39.65
	District Driver	12 mos.														
4	Library Media Technician	180	25.77	27.05	28.42	29.85	31.34	32.88	33.88	34.92	35.95	37.05	38.16	39.31	40.49	41.70
	Custodian/ Groundkeeper	12 mos.														
5	Lead Cook	183	27.05	28.42	29.85	31.34	32.88	34.54	35.59	36.64	37.75	38.88	40.03	41.25	42.46	43.75
	School Site Secretary	205	28.42	29.85	31.34	32.88	34.54	36.26	37.34	38.46	39.61	40.82	42.03	43.29	44.58	45.92
6	Bilingual School Site Secretary	205	29.85	31.34	32.88	34.54	36.26	38.10	39.24	40.41	41.63	42.88	44.16	45.50	46.85	48.26
	Community Liaison	210														
7	Computer Systems Tech	12 mos.	31.34	32.88	34.54	36.26	38.10	39.98	41.17	42.39	43.69	44.97	46.39	47.75	49.18	50.66
	Maintenance Technician	12 mos.														
8	School Health Technician	186	32.88	34.54	36.26	38.10	39.98	41.98	43.25	44.54	45.86	47.27	48.68	50.12	51.66	53.17
	Data & Assessment Support Specialist	12 mos.	43.68	44.56	45.45	46.82	48.22	50.13	52.14	53.72	53.72	55.34	55.34	56.98	56.98	58.70
9	Network Systems Manager	12 mos.	50.73	51.76	52.78	54.36	56.00	58.25	60.57	62.99	62.99	64.88	64.88	66.82	66.82	68.82

Stipend for bilingual interpretation and translation: an additional five dollars and eighty-six cents (\$5.86) will be added to the employee's hourly compensation (Article 8).
 Stipend for Personal Care Assistant: one thousand dollars (\$1,000.00) (Article 8).

Percentage increase to prior year salary schedule: 5.25%
 Monthly Medical, Dental, and Vision Caps. Annual cap is based on 12 months, totaling \$15,300

Board Approval Date: December 11, 2023
 Effective: July 1, 2023

8 Hour Work Day Prorated by FTE

Calistoga Joint Unified School District
 Classified Salary Schedule II
 2023-24

Range	Position	Work Days/Yr	1	2	3	4	5	6	7
A	Behavior Analyst	186	67.68	70.26	72.92	75.71	78.58	81.55	84.66
B	Occupational Therapist	186	62.48	64.83	67.30	69.86	72.53	75.27	78.14

Salary schedule placement will be based on the following given certification which supports this position (i.e. BCBA)

- No Certification + 0 years of experience in a comparable role = Step 1
- No Certification + 1 years of experience in a comparable role = Step 2
- No Certification + 2 years of experience in a comparable role = Step 3
- No Certification + 3 years of experience in a comparable role = Step 4
- No Certification + 4 years of experience in a comparable role = Step 5

- Certification + 0 years of experience in a position requiring certification = Step 2
- Certification + 1 years of experience in a position requiring certification = Step 3
- Certification + 2 years of experience in a position requiring certification = Step 4
- Certification + 3 years of experience in a position requiring certification = Step 5
- Certification + 4 years of experience in a position requiring certification = Step 6

Stipend for bilingual interpretation and translation: an additional five dollars and eighty-six cents (\$5.86) will be added to the employee's hourly compensation (Article 8).

Stipend for Personal Care Assistant: one thousand dollars (\$1,000.00) (Article 8).

Monthly Medical, Dental, and Vision Caps, Annual cap is based on 12 months, totaling \$15,300
 Percentage increase to prior year salary schedule: 5.25%

APPENDIX B

**CALISTOGA JOINT UNIFIED SCHOOL DISTRICT
DISTRICT UNSAFE CONDITIONS REPORT FORM**

PART A:

Statement of Unsafe Conditions: _____

Explain why you feel this is an Unsafe Condition: _____

Location of Unsafe Condition: _____

Date of Observation: _____

Remedy Sought: _____

Signature

School

PART B:

Investigation: _____

Findings: _____

Signature of Investigator

Date

PART C:

Findings: _____

Action Taken: _____

Signature of Superintendent

Date

CLASSIFIED PERSONNEL EVALUATION FORM



APPENDIX C

CALISTOGA JOINT UNIFIED SCHOOL DISTRICT
CLASSIFIED PERSONNEL EVALUATION FORM

Name: _____ Classification: _____
 Evaluation Period: _____
 Department/School Site: _____
 Employment Date of Hire: _____ Date of Last Review: _____
 Evaluator: _____ Reviewer: _____
 Type of Report: Probationary (_____ Month) Annual Follow-up Special

Rating Scale for Performance Level:
 5-Outstanding Performance significantly exceeds job expectations
 4-Above Average Consistently well above what is expected
 3-Satisfactory Meets the requirements of the job
 2-Fair Improvement needed
 1-Unsatisfactory Job performance does not meet required improvement

Performance Factors	Performance Level	Supporting Observations
JOB KNOWLEDGE – Understanding of all phases of his/her work and related matters. Knowledge applied with respect to the total job.	5 <input type="checkbox"/>	
	4 <input type="checkbox"/>	
	3 <input type="checkbox"/>	
	2 <input type="checkbox"/>	
	1 <input type="checkbox"/>	
QUALITY OF WORK – Thoroughness, neatness, accuracy which meet the expectations for the position.	5 <input type="checkbox"/>	
	4 <input type="checkbox"/>	
	3 <input type="checkbox"/>	
	2 <input type="checkbox"/>	
	1 <input type="checkbox"/>	
DEPENDABILITY – Reliability in following through on assignments and instructions.	5 <input type="checkbox"/>	
	4 <input type="checkbox"/>	
	3 <input type="checkbox"/>	
	2 <input type="checkbox"/>	
	1 <input type="checkbox"/>	

Performance Factors	Performance Level	Supporting Observations
COOPERATION – Ability and willingness to work with associates, supervisors, students, and others. Effectiveness in working with others.	5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/>	
PRODUCTIVITY – Demonstrated accomplishments, or volume of work. Work output relative to schedules and/or expectations.	5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/>	
JUDGMENT – Adequacy of judgment applied as required by job responsibilities.	5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/>	
INITIATIVE – Self-starting and acting on own. Amount of direction needed or the ability to learn tasks. Resourcefulness in work situations.	5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/>	
ATTENDANCE – Punctuality and/or faithfulness in coming to work daily and conforming to work hours.	5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/>	

OVERALL RATING: 5 4 3 2 1

A rating of 1 or 2 requires specific recommendations with a follow-up evaluation within three (3) months.

Employee's Comments: (attach additional sheets as necessary)

Signature of Evaluator

Date

Signature of Employee

Date

Signature of Reviewer

Date

Title of Reviewer

In signing the Evaluation Report Form the Employee acknowledges having seen and discussed the report. The employee's signature does NOT necessarily indicate agreement with the conclusions of the evaluator.

For District:

Audra Pittman

Dr. Audra Pittman
Superintendent

Date: 3/13/2024

Michael DeFrancesco

Michael DeFrancesco
Director of Human Resources and Educational
Services

Date: 3/14/2024

For CSEA:

Christine Guadarrama

Christine Guadarrama
CSEA, Chapter #555 Treasurer

Date: 3/21/2024

Lisa Morgan

Lisa Morgan
CSEA, Chapter #555 Secretary

Date: 3/21/2024

Resurecion Adams

Resurecion Adams
CSEA, Chapter #555 Vice President

Date: 3/21/2024

Isabel Rodriguez

Isabel Rodriguez
CSEA, Chapter #555 President

Date: 3/21/2024

Will Pope

William Pope
CSEA, Local Relations Representative

Date: 3/20/2024