

**AGREEMENT BETWEEN
TRINITY ALPS UNIFIED SCHOOL DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS CHAPTER #578**

July 1, 2015 through June 30, 2018
Original Document Available at the District Office

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ARTICLE I
AGREEMENT

This Agreement is made and entered by and between the Trinity Alps Unified School District ("District") and the California School Employees Association and its Chapter #578 ("Association") pursuant to the Educational Employment Relations Act, Government Code section 3540 et seq. There are no other agreements between the parties.

ARTICLE II

TERM

2.1 This Agreement shall remain in full force and shall be effective July 1, 2012 through June 30, 2015.

2.2 This completes negotiations on all the topics within the scope of negotiation for the 2012-2013 school year. Both parties expressly assert no waiver of the right to negotiate any matters that are mandatory subjects of bargaining which are not referred to or were not contemplated, or covered in this Agreement.

2.3 Either party may reopen negotiations for the 2013-2014 and 2014-15 school years on Article VIII: Compensation and any two (2) subjects or Articles within the scope of negotiation by giving written notice to the other party no later than March 15, of each year (2013 & 2014).

2.4 No later than March 15, 2015 the Association and District shall submit their initial proposals to each other for a successor Agreement. The Board shall give proper Public Notice of such proposals at the first regular Board meeting following submission of the proposals.

ARTICLE III
RECOGNITION

3.1 The District recognizes the Association as the exclusive representative of the classified employees serving in probationary or permanent status in the classified positions listed on Appendix A.

3.2 This Agreement applies only to probationary or permanent classified unit members included in said representation unit. Substitute, temporary, or short-term employees are not members of the classified service unit and are not eligible for the benefits of this Agreement.

ARTICLE IV
ASSOCIATION RIGHTS

4.1 All Association activities held on campus will be conducted by unit members and Association officials outside unit members' assigned work hours, excluding the lunch period, and in such a way which will not interfere with duties of unit members or the operation of the District. Association representatives who are not employed by the District shall follow District procedures prior to visiting any District property or school site.

4.2 Subject to applicable board policies, the Association has the right to use District facilities when not otherwise in use for the purpose of meetings concerned with the exercise of rights guaranteed by the Educational Employment Relations Act subject to reasonable regulation.

4.3 The Association shall have the right to post notices of activities on matters of Association concern on Association bulletin boards in the staff rooms.

4.4 The Association retains all of its rights as set forth in the Educational Employment Relations Act.

4.5 The Association may use school mail boxes as long as information distributed therein contains the date of distribution and the identification of the sender and the organization together with an authorization provided by the Association officer that such material is on Association letterhead and is an official Association publication. At the time of distribution the Association shall provide a copy of such material to the Superintendent or designee.

4.6 The Association may also use District e-mail, consistent with applicable Board policies.

4.7 At the time of mailing to the Board of Trustees, the District shall provide the Association President one (1) copy and one copy to each Vice President (2) of the Board meeting agenda packet, including all non-confidential attachments.

4.8 As soon as practicable after ratification of an Agreement by both parties, the District shall post a copy on the District's web site and provide a copy to

each unit member upon request. A copy shall also be available at each school site office.

4.9 The District shall provide the Association a current copy of the bargaining unit seniority list before the first day of pupil attendance for the school year and an updated list no later than February 1.

4.10 No later than October 1 of each school year, the District shall provide the Association a list of current names, addresses and telephone numbers of bargaining unit members. The District shall also provide the Association any changes in this list that occur during the school year.

4.11 During new employee orientation, a CSEA representative shall be released for a 30 minute meeting with new unit members concerning Association matters.

4.12 The District shall provide released time without loss of compensation for up to two (2) unit members to attend the annual CSEA conference. Such released time shall be scheduled in advance with the immediate supervisor(s).

4.13 The Association President is entitled to reasonable released time without loss of compensation to perform Association business, such as processing grievances and safety inspections, etc. Such released time shall be scheduled in advance with the immediate supervisor.

ARTICLE V
DISTRICT RIGHTS

5.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law.

5.2 The District's exercise of its power, rights, authority, duties and responsibilities; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.

5.3 All matters not specifically enumerated as within the scope of negotiation In Government Code Section 3500 are reserved to the District.

ARTICLE VI
HOURS OF EMPLOYMENT

6.1 Unit members shall perform services during the hours assigned to their classifications. The classes and classifications are described in Appendix "A. "

6.1.1 The work year shall be established by the District (See Appendix "H" for 2012-2013). The District will meet and negotiate with the Association concerning matters within the lawful scope of negotiations before establishing the school calendar for the subsequent school year or making changes in the existing school calendar.

6.2 All unit members shall be scheduled to work the number of days as determined by the District.

6.3 Full time employment for unit members consists of a forty (40) hour work week rendered in units of eight (8) hours. The work week shall consist of up to five (5) consecutive work days for all unit members rendering service.

6.4 The work day and work week for all unit members shall be established and regularly fixed by the District.

6.5 Meal Period

All unit members working six (6) or more hours shall be entitled to an unpaid lunch period of no more than one (1) hour or less than one-half (1/2) hour. The length and time of the lunch period shall be scheduled by the immediate supervisor to be taken as soon after the conclusion of four (4) hours of service as possible.

6.6 Rest Period

A fifteen (15) minute compensated rest period shall be provided for unit members for each four (4) hour period of service. This rest period shall be taken at a time determined by the supervisor.

6.7 Overtime

6.7.1 It is the policy of the District to properly compensate classified employees for required services provided. The District shall not require, nor knowingly permit, service to be performed for which appropriate compensation is not provided. Accordingly, employees shall not perform

services beyond the normal assigned work hours without the knowledge and approval of the Superintendent or designee.

6.7.2 Overtime is defined as any time required to be worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week.

6.7.3 Unit members working four (4) hours per work day or more during a five (5) consecutive work week shall be compensated for any work assigned to be performed on the sixth and seventh day following the commencement of the work week at the overtime rate

6.7.4 Unit members having an average work day of less than four (4) hours during a five (5) consecutive day week shall, for any work assigned to be performed on the seventh (7) day following the commencement of their work week, be compensated at the overtime rate.

6.7.5 For the purpose of computing the number of hours worked, time during which a unit member is excused from work because of holidays, Sick Leave, vacation, compensatory time off, or other paid leave of absence shall be considered as time worked by the unit member.

6.7.6 Unit members eligible to receive overtime compensation shall be compensated equal to time and one-half of the unit member's regular rate of pay as approved by the District Superintendent or designee or, upon the request of the unit member, and the authorization of the Superintendent or designee, shall receive compensatory time off at time and one-half at the unit member's regular rate of pay.

6.7.7 Unit members so authorized to take compensatory time off shall take such compensatory time off, as approved by the District Superintendent or designee, by the end of the fiscal year in which the overtime service was rendered. In the event the unit member does not take such compensatory time off within said period, she/he shall receive the appropriate cash compensation for the overtime service rendered.

6.8 Shift Differentials

6.8.1 All employees whose assigned shift contains a period of unpaid

time whose total exceeds two (2) or more hours, shall be paid a shift differential of five (5) percent above the regular rate of pay for all hours worked.

6.8.2 Any employee whose assigned work shift commences at 3:00 p.m. or later shall be paid a shift differential of five (5) percent above the regular rate of pay for all hours worked.

6.9 Call Back/Call In Pay

Any employee called into work at a time not adjacent to the regular duty time, or 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.

6.10 Bus Driver Extra-Trip Assignment Provisions

6.10.1 Special trip assignments shall be made to regular bus drivers so that the additional work hours are distributed as equally as possible during each school year. It is understood and agreed that certain factors such as employee preferences, time requirements for assigning, appropriate driver experience, weather factors, and last minute schedule changes, may cause imbalances in the equal distribution of such assignments. Substitute drivers may be assigned to such trips in the case of the unavailability of a regular driver or as necessitated by last minute schedule change or absence of a previously assigned regular driver.

6.10.2 The District will make available a monthly list of overtime hours earned to date by all bus drivers.

6.10.3 Bus drivers shall be paid at the appropriate rate for all time during an assigned extra trip except for off-duty time as described in 6.10.4 Drivers shall be paid for time during which they are expected to be in, or in the vicinity of, their buses, such as during athletic events or other field trip activities.

6.10.4 Effective July 1, 2008, when a bus driver has been assigned a Trip in which an eight (8) hour off-duty time is required prior to the return trip, he or she shall receive a stipend of \$40.00 in consideration for personal inconvenience.

ARTICLE VII
LEAVES

7.1 General Rules Regarding Leaves of Absence

7.1.1 Except as provided in this Article, unit members shall not be absent from duty without notifying in advance from their immediate supervisor or designee.

7.1.2 If a unit member needs to be absent from duty, notice must be given to the District on the District's Leave of Absence form, Appendix B. Whenever possible, unit members shall notify the school office prior to the day of absence. Except in the event of an emergency, it is the responsibility of the unit member to assure that all pertinent working materials are available at the work site.

7.1.3 Whenever possible, unit member shall notify the District office prior to the day of absence.

7.1.4 The District retains its right to require a unit member to undergo A fit for duty examination. All costs thereof shall be paid by the District. Unit members shall be granted the following leaves:

7.2 Sick Leave. Unit members employed five (5) days a week shall be entitled to one (1) day leave of absence for illness or injury, with full pay for each full paid month of employment.

7.2.1 Unit members employed for fewer than five (5) days a week and/or less than a full fiscal year, are entitled to Sick Leave as follows:

7.2.2.1 A unit member employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months she/he is employed bears to twelve.

7.2.2.2 A unit member employed fewer than five (5) days a week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days she/he is employed per week bears to five (5).

When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

7.2.3 Pay for any day of such absence shall be the same as the pay which would have been received had the unit member worked during the day of absence.

7.2.4 At the beginning of each fiscal year, the full amount of Sick Leave granted under this section shall be credited to each unit member. Credit for Sick Leave need not be accrued prior to taking such leave. However, a new unit member of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District. If a unit member does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.

7.2.5 The District may require a medical doctor's written verification of The fact that the unit member was ill or injured and unable to perform the duties of his or her position after four (4) consecutive workdays or if there is a pattern of absence in conjunction with the weekend or holiday.. Such written verification shall specify the date when the unit member is expected to be released to return to work. The providing by the unit member of such medical doctor's written verification is the condition precedent to the payment of Sick Leave and shall be provided promptly by the unit member. The District reserves the right to require a unit member to undergo a fit for duty or similar examination by a medical doctor or other health care professional at District expense at anytime. All costs thereof shall be paid by the District.

7.2.6 When a unit member terminates and more Sick Leave has been used than earned, the amount used but not earned shall be deducted from the final pay warrant.

7.2.7 Unit members returning to work from Sick Leave after surgery or serious illness or injury, upon the request of the District, must provide a

medical doctor's written release, certifying medical permission to return to work listing any work related restrictions, prior to returning to work.

7.3 Extended Illness

7.3.1 When a unit member is absent from duties on account of illness or accident for a period of five (5) months or less, the amount deducted from the salary due to the unit member for any month in which the absence occurs shall not exceed the sum actually paid any unit member employed to fill the position during the absence.

7.4 Industrial Accident and Illness Leave (Workers' Compensation Leave)

7.4.1 Unit members shall be eligible to apply for a leave of absence because of industrial accident or illness arising out of a claim which the District's insurance carrier determines to be valid and which is recognized as compensable after adjudication under the workers' compensation statutes. Upon submission of a claim, the unit member shall, as soon as possible, perform all appropriate actions necessary to file for Workers' Compensation, disability, income protection benefits, or the like.

7.4.2 Allowable leaves shall be for not more than one period of sixty (60) work days in any one fiscal year for the same accident and shall commence with the first day of absence.

7.4.3 Leave of absence under this provision shall not be accumulated from year to year. When the Industrial Accident or Illness Leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

7.4.4 Unit members shall be paid such portion of the salary due them for any month in which absence occurs as, when added to the temporary disability indemnity under the California Labor Code, will result in payment to them of not more than their full salaries.

7.4.5 Leave of absence applied for under this provision shall be reduced by one day for each day of authorized absence, regardless of a temporary disability indemnity award to the unit member.

7.4.6 Industrial illness and accident leave is to be used in lieu of Sick Leave. If a unit member is receiving a temporary disability indemnity, the unit member shall be entitled to utilize only so much of his/her Sick Leave and vacation leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of no more than a full day's wages or salary. The District, in turn, shall issue the appropriate salary warrants for payment of salary and shall deduct normal retirement and other authorized deductions.

7.4.7 Unless travel outside of California is authorized by the District in writing prior to the commencement of said travel, unit members receiving benefits under the policy during a period of illness or injury shall remain in the State of California. This provision shall not apply to necessary medical care and/or treatment.

7.4.8 The District may require, from time to time, a written statement from the unit member's physician verifying a unit member's absence under this leave and his/her ability to return to work, or verifying the continued illness or inability to work due to an accident.

7.4.9 The unit member shall provide a written statement from the unit member's physician verifying the cause of the unit member's absence under this leave and specifying a date for reevaluation or for return to work. The unit member shall provide a written statement from the physician after the reevaluation specifying the date for return to work. If the date to return to work is to be extended or shortened, the unit member's physician shall provide a written statement specifying the reasons for the extension or shortening of the date for return to work. The District may require a written statement from the unit member's physician certifying medical permission to return to service at the end of this leave.

7.4.10 Leave of absence under this provision shall be reduced by one (1) day for each day of authorized absence, regardless of a temporary disability indemnity award or other compensation from any other source paid to the unit member.

7.5 Personal Necessity Leave

7.5.1 Unit members may use up to 7 days of Sick Leave for personal necessity:

7.5.1.1 A unit member must secure advance permission for personal necessity.

7.5.1.2 Unit members shall complete the District's absence form which shall verify that the unit member's use of leave was for personal necessity.

7.5.1.3 Personnel necessity leave shall be taken in minimum increments of one half (1/2) day (1/2 of FTE).

7.6 Bereavement Leave

7.6.1 Unit members shall be entitled to a maximum of three (3) days leave of absence without loss of salary for the death of any member of the unit member's immediate family.

7.6.2 If travel out of state or more than three hundred (300) miles one way is required, a unit member shall be entitled to a maximum of two (2) additional days paid Bereavement Leave.

7.6.3 Member of the "immediate family" is defined as the mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse of the unit member; and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, aunt or uncle of the unit member; or any relative living in the immediate household of the unit member.

7.7 Jury Duty Leave.

A unit member is entitled to a leave to appear for trial jury duty. A unit member shall receive the regular pay, less any amount received for trial jury duty, exclusive of allowed travel expense and meal expenses. A unit member shall endorse over in favor of the District all compensation received for trial jury duty except travel and meal expenses. In the event a unit member is released from trial jury duty and is able to return to duty (including reasonable travel time from the court to the work site) prior to two (2) hours before the end of the work day, the unit member shall return to work. Unless excused by the unit member's supervisor, the

unit member shall report to work prior to trial jury duty. A unit member is not entitled to leave for service on a grand jury.

7.8 Unauthorized Leave

It is agreed that a unit member who is absent from work other than those days as authorized by state law or this Agreement is taking unauthorized leave. Such unauthorized leave constitutes a breach of contract. The District will deduct from the unit member's next paycheck, an amount equal to the ratio of days absent to the days of required service for unauthorized leaves, plus the prorated costs of fringe benefits.

A unit member who has taken unauthorized leave will be notified in writing by the Superintendent or his designee of the breach of contract and the Board of Trustees will likewise be so informed.

Unauthorized absence is a breach of contract which act may also result in disciplinary action.

7.9 Notification of Family Care and Medical Leave

Unit members may be eligible for unpaid leave under the Family Medical Leave Act and/or the California Family Rights Act; such leave runs concurrently.

ARTICLE VIII
COMPENSATION

8.1 Wages

Effective July 1, 2012, unit members covered by this Agreement shall be paid the salary shown on the salary schedule, Appendix "C".

8.2 Salary Step Advancement

Unit members shall advance one step on the salary range of their classification, annually, on July 1st of each school year if they were employed by the District at least six (6) months prior thereto i.e. were employed on or before January 1 of the same calendar year and if not shall advance one step on the salary range of their classification on the second July 1st after their first day of employment.

8.3 Insurance

8.3.1 Full-time unit members are employed forty (40) hours per week rendered in units of eight (8) hours per day five (5) days per week.

8.3.2 The maximum monthly insurance contribution for full time unit member is \$919.25 (the maximum monthly contribution) i.e. \$11,031.00 per school year for health and existing dental vision and life insurance coverage as listed in Appendix "D." If at any time the premiums for coverage exceed the above maximum monthly District contribution, all amounts in excess thereof shall be paid by the unit member, monthly, in advance, by automatic payroll withdrawal, i.e., the District shall deduct from the monthly paychecks for unit members such amounts in excess of the maximum monthly contribution and shall pay said amount to the insurer, broker or other payee as appropriate.

8.3.3 Part time unit members who work in excess of twenty (20) hours per week for at least one hundred eighty (180) days per school year are eligible to receive a prorated amount of the above maximum District insurance contribution based on the ratio that the unit member's regularly assigned work hours in excess of twenty (20) has to forty (40).

Whenever the District receives written notification by the insurance carrier of increases in the insurance premiums then the District shall notify the Association.

8.4 Mileage Reimbursement

A unit member who is authorized in advance by the immediate supervisor to use his/her personal automobile in the performance of duties shall be reimbursed at the current rate recognized by the Internal Revenue Service. To be eligible for such mileage reimbursement, a unit member must follow District approval and claim procedures.

8.5 Travel Expenses

Unit members who have received the prior authorization of the District shall be reimbursed for the following expenses incurred while in the performance of duties:

8.5.1 Lodging reimbursement shall be for the actual necessary cost except if the cost exceeds \$150.00 per day prior approval of the District Superintendent or designee is required.

8.5.2 Meals reimbursement shall not exceed the following maximum amounts:

Breakfast	\$12.00
Lunch	\$15.00
Dinner	\$25.00

8.5.3 All other necessary expenses (such as parking; air, bus and train tickets and taxi fares) shall be reimbursed the actual and necessary costs.

8.5.4 Reimbursement Procedures. All reimbursement claims for the above travel expenses shall be filed monthly on District forms. Receipts shall be attached. District approval and claim procedures must be followed.

8.5.5 Meal Reimbursement Procedures-Transportation. Drivers will submit on the first workday of each week a request for an advance for anticipated meals for that week. Receipts for actual meals will be submitted the following week.

8.6 Tools and Uniforms

8.6.1 The District agrees to provide tools, equipment and supplies necessary for unit members to perform employment duties (including hair nets, aprons, gloves, personal tools, etc.). If a particular job would result in damage or destruction of personal clothing of bargaining unit members, the District shall provide coveralls and/or protective clothing. Such expenses shall be borne by the District.

8.6.2 Unit members assigned to Food Service duties shall be entitled to an annual clothing/uniform allowance of \$100.00 and those assigned to Maintenance, Operations and Transportation duties are entitled to an annual clothing/uniform allowance of \$150.00. Such allowance shall be paid in unit members June pay check, and shall be prorated for less than a full school year of service.

8.7 Retiree Insurance

8.7.1 Unit members employed by the Trinity Alps Unified School District on or after July 1, 2008 and who retire from employment with the District may continue the same insurance offered to active unit members except when prohibited by the insurance carrier (such as in the case of life insurance), provided the retired unit member pays, in advance to the District, all premiums due for such insurance at least twenty (20) business days prior to their due date. If the unit member fails to make timely payment to the District on any two occasions within any 24 months then such insurance may be terminated at the option of the District upon 30 calendar days' notice to the unit member. Such continued coverage shall be provided only upon the approval of the insurance broker or carrier and then only in accordance with the rules and regulations of said insurance broker or carrier.

8.7.2 Unit members employed by the Weaverville Elementary School District or the Trinity Union High School District prior to July 1, 2008 and who retire from employment from the District under the Public Employees Retirement System (PERS) are eligible to receive the retiree insurance benefits provided by the appropriate Collective Bargaining Agreement in

effect as of June 30, 2008.

8.7.3 The retiree benefits for unit members who were employed by Weaverville Elementary School at the time of unification (July 1, 2008) and retire on or after July 1, 2012 will be the same as those listed for Trinity Union High School classified unit members and will be effective on the date this agreement is ratified by both parties (April 26, 2012). Upon ratification Appendix "E" has been re-titled as "Trinity Alps Unified School District Retiree Insurance Benefits".

8.7.4 In the event the District and Association obtain insurance for unit members through another insurance carrier or broker, then the retired unit member may or may not be able to continue such insurance coverage depending upon the rules and regulations of the new insurance carrier or broker.

ARTICLE IX
EVALUATION AND PERSONNEL FILES

9.1 Evaluation Procedure

9.1.1 The District retains the responsibility for evaluation and assessment of performance of unit members subject only to the following procedural requirements. No grievance arising under this Article shall challenge the content of the evaluation; any grievances shall be limited to a claim that the following procedures have been violated.

9.1.2 Probationary status unit members shall be evaluated at least once each school year. Permanent status unit members shall be evaluated at least once every two (2) school years. If a unit member is scheduled to be evaluated, but has been granted a leave of absence of one (1) semester or longer, such evaluation may take place during that school year, or upon determination by the Superintendent may take place during the next school year. The prior sentence does not preclude observations at any time. The unit member to be evaluated and the supervisor, with the written consent of the Superintendent, may in writing waive any evaluation during any school year.

9.1.3 The classified evaluation form is attached as Appendix "F".

9.1.4 Each unit member to be evaluated shall be observed as determined by the Superintendent or designee during the year of evaluation. Prior to any negative ratings/evaluations of permanent status unit member's annual evaluation, the immediate supervisor shall discuss with the employee within ten (10) working days of learning of any matter which may warrant placement of an entry into the employee's evaluation.

9.1.5 The final written evaluation of the unit member shall be completed on or before thirty (30) days prior to the last pupil attendance day. No such evaluation shall be based on events which cannot be investigated. Such evaluation shall include specific performance deficiencies and

recommendations for improvement. A final evaluation conference shall be scheduled within the same time lines.

9.1.6 Unit members have the right to respond in writing at any time on any evaluation topic during the evaluation process. Provided such written response is received by the District within five (5) working days of date of the document to which the unit member is responding.

9.1.7 Within ten (10) calendar days after receipt of the evaluation the unit member may prepare a written response to the evaluation and the evaluation shall be placed in the unit member's personnel file if received within said ten (10) days.

9.2 Personnel Files

9.2.1 The District shall not base disciplinary decisions affecting the assignment, discipline or employment status of bargaining unit members upon materials not contained in or events not referenced in the personnel file.

9.2.2 The official District personnel file of each unit member shall be confidential and maintained at the District's central administrative office in a secure location.

9.2.2 A unit member may inspect and make copies of such materials in his/her personnel file with the exception of materials which:

- a. were obtained prior employment,
- b. were prepared by identifiable examination committee members or,
- c. were obtained in connection with a promotional examination.

9.2.3 A unit member may inspect such materials in her/his personnel file, with the exception of the above specified items, during the normal business hours of the District Office at times other than when the unit member is required to render service. Such inspection shall take place under the supervision of a District administrator or designee.

9.2.4 No materials of a derogatory nature, except the above specified items, may be placed in a unit member's personnel file without

allowing the unit member an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, her/his own comments thereon. The review and comment upon materials of a derogatory nature shall take place and at a time when the unit member can be spared from duty as determined by the supervisor. The unit member shall submit a request in advance to the supervisor to leave the normal place of work during assigned duty times for such review and comment.

9.2.5 Upon written authorization of the employee, a representative of the Association shall be permitted to examine materials in a unit member's personnel file, with the exception of items specified in Section 9.2.2.

9.2.6 Materials specified in Section 9.2.4 shall be dated and signed by the contributor.

ARTICLE X
COMPLAINT PROCEDURE

10.1 The appropriate processing of complaints concerning unit members shall be from the complainant to the unit member to the unit member's Principal to the Superintendent to the Governing Board. This complaint procedure only applies to written complaints. If the Superintendent or the unit member's Principal receives an oral complaint, they may exercise their discretion whether or not to direct the complainant to meet with the unit member to discuss the complaint. This complaint procedure does not apply to a complaint made by one employee of the District against another employee of the District. Such complaints shall be resolved as determined by the Superintendent or designee. Complaints presented to the Governing Board must be submitted in writing.

10.2 Level I: Upon receipt of a written complaint by the Superintendent or the unit member's Principal, the complainant shall be directed to meet with the unit member if they have not already met and shall give a copy of the written complaint to the unit member prior to the unit member meeting with the complainant. Efforts shall be made to achieve early resolution of the complaint. The complainant may decline to meet with the unit member. The unit member may decline to meet with the complainant. If a meeting is held then the unit member's Principal or designee shall facilitate the meeting in an attempt to resolve the complaint. An Association representative may be present at the meeting between the complainant and the unit member.

10.3 Level II: If the complaint is not resolved at Level I, or if the complainant or the unit member refuses to meet at Level I then the Superintendent shall attempt to meet with the parties and resolve the complaint.

10.4 Level III: If the complaint is not resolved at Level II then if the complainant desires to have the complaint heard by the Governing Board, he/she shall so advise the Superintendent in writing and the Superintendent shall provide a copy of the written complaint to the Board of Trustees.

10.5 The unit member shall be given notification of the time, date, and place of any Governing Board meeting at which the Governing Board will hear the complaint at a date set by the Board. The unit member shall have the right to be represented at the meeting.

10.6 If a unit member challenges the truth of the allegations contained in the complaint, he/she may file a rebuttal on that basis. The failure of a unit member to file a rebuttal shall not be construed as an admission that the allegations in the complaint are true.

10.7 The written complaint shall not be placed in the personnel file if it is withdrawn, resolved in favor of the employee, or determined to be false.

ARTICLE XI GRIEVANCE

11.1 Right to Informal Discussion

Nothing within this procedure shall be construed to limit the right of a unit member to informally discuss any employment problem with any district administrator.

11.2 Definitions

11.2.1 "Grievance" is defined as an allegation that there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. Actions to challenge or change the policies, regulations or other matters outside this Agreement are not within the scope of this procedure.

11.2.2 "Day" is a day in which the central administrative office of the District is open for business.

11.2.3 "Grievant" is defined as one or more unit members or the Association. Any grievance filed by the Association shall list the names of the unit members which have been allegedly affected by the violation, misinterpretation or misapplication of the specific provisions of this Agreement.

11.3 Levels of Procedure

11.3.1 Level I Informal: A grievant will first discuss the grievance with the immediate supervisor

11.3.2 Level II Immediate Supervisor: Within twenty (20) days of the alleged violation, misinterpretation or misapplication of the specific provisions of this Agreement by the District which allegedly give rise to the grievance, the grievant must present such grievance in writing on the appropriate form to the immediate supervisor. The grievance shall consist of (1) a clear and concise statement of the problem; (2) the specific provision of the Agreement involved; (3) the specific remedy sought, and (4) the names of the unit members allegedly affected by the alleged violation or misapplication of the specific provisions of this Agreement. The immediate supervisor shall communicate

a written decision within five (5) days of receipt of the grievance.

11.3.3 Level III Superintendent: If the grievant is not satisfied with the decision at Level II, or if the immediate supervisor does not respond within the timelines as required by Level II, then within five (5) days after receipt of the Level II response or the expiration of the time within which the immediate supervisor must respond, the grievant may then appeal the decision, or lack thereof, on the appropriate form to the Superintendent. Upon receipt of an appeal from the grievant to the Superintendent, the Superintendent shall review the grievance and communicate a written decision within five (5) days of receipt of the grievance. Within the stated time limits, either party may request and be granted a personal conference concerning the grievance. If the Superintendent is also the immediate supervisor of the grievant, this level shall be by passed.

11.3.4 Level IV Mediation: If the grievance is not adjusted at Level III, the Association may submit a written request to the Superintendent or designee for mediation within ten (10) days of the Level III response. Upon receipt of the request for mediation by the Superintendent or designee, the District and Association shall jointly submit a request for the services of a mediator from the California State Mediation and Conciliation Service. During the pendency of mediation, the time lines for further processing of the grievance shall be stayed.

11.3.5 Level V Arbitration

11.3.5.1 If the grievant is not resolved at Level IV, the Association may within ten (10) days submit a written request to the Superintendent or designee that the grievance be submitted to arbitration.

11.3.5.2 Within ten (10) days of the Association's written request, the parties shall attempt to agree on an arbitrator to hear the grievance. If no agreement is reached within said ten (10) day period, the parties shall jointly request the California State Mediation and Conciliation Service to supply a list of seven (7) names of persons

experienced in hearing grievances in California public schools. In the absence of a mutual agreement of an arbitrator from this list, each party shall alternately strike a name until only one name remains. The order of the striking shall be determined by lot.

11.3.5.3 In each dispute, the arbitrator shall, as soon as possible, hear evidence and render a written decision on the issue(s) submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issue(s) by referring to the written grievance and the answers thereto at each step. If any question arises to the arbitrability of the grievance, the arbitrator shall rule on this issue prior to hearing the merits, unless he/she rules otherwise.

11.3.5.4 After the hearing and after both parties have been given an opportunity to make written arguments, the arbitrator shall submit findings and an award to both parties.

11.3.5.5 The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement, nor shall the arbitrator be empowered to render a decision contrary to law, or on issues(s) not before the arbitrator, nor on facts not supported by evidence. The power of the arbitrator to award back pay shall be limited by applicable law.

11.3.5.6 Any costs of a hearing room and the fees and expenses of the arbitrator shall be borne equally by both parties. Concerning transcripts, the cost shall be borne equally by the parties if the transcript is requested by the arbitrator or both parties. If the transcript is requested by only one (1) party, that party shall incur the expense. All other expenses shall be borne by the party incurring them.

11.3.5.7 The decision of the arbitrator shall be final and binding, unless appealed to the next level. If the decision is not so appealed, it shall be subject to appropriate judicial review.

11.3.6 Level VI Board of Trustees:

11.3.6.1 If either party is not satisfied with the decision at Level

V, it may file a written appeal on the appropriate form with the Board of Trustees within five (5) days.

11.3.6.2 The Board shall schedule a meeting to hear the matter as soon as practicable. The Board may reopen the record for taking additional evidence.

11.3.6.3 After such hearing, the Board shall render a written decision on the grievance and send it to the Superintendent and the grievant. The decision of the Board shall be final and binding, subject to appropriate judicial review.

11.4 General Provisions

11.4.1 The grievant shall be present at all stages of the proceeding of the grievance, unless illness, accident or death in the immediate family occurs.

11.4.2 A decision rendered at any step during the grievance procedure becomes final unless appealed within the time limit specified. The time limits specified at each level should be considered to be maximums. The time limits may, however, be extended by mutual written agreement.

11.4.3 Time limits for appeal provided in each level shall begin the day following receipt of the written decision.

11.4.4 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any unit member.

11.4.5 If the same complaint, or substantially the same complaint, is made by more than one employee against the District, only one employee, on behalf of himself/herself and the other complainants, may process the grievance or complaint through the grievance procedure. The names and signatures of all aggrieved parties shall appear on all documents related to the processing of the grievance.

11.4.6 The District or the grievant may, at any step in the formal leave, have one other person serve as a representative and to be present during the proceeding.

11.4.7 The filing of a grievance shall in no way interfere with the right of the District to proceed in carrying out its management responsibilities, subject to the final determination of the grievance. In the event the alleged grievance involves an order, requirement, or other directive, the grievant shall fulfill or carry out such order, requirement, or other directive pending the final determination of the grievance.

11.4.8 All necessary forms for filing and processing grievances shall be developed jointly by the District and Association.

11.4.9 Unit members may file grievances, and have such grievances adjusted, without the intervention of the Association, so long as the adjustment is not inconsistent with the terms of the Agreement. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

ARTICLE XII
POSTING OF JOB VACANCIES

12.1 The District shall post vacancies for bargaining unit positions on the bulletin board in the District Office, at all school sites and at the Bus Garage. For vacancies which occur during the summer recess, the District shall mail job vacancy announcements to each unit member who has filed with the District Superintendent's Office a written request to be so notified. It is the responsibility of the unit member to inform the District, in writing, of the unit member's correct mailing address.

12.2 Each vacancy announcement shall remain posted for a period of at least seven (7) calendar days, during which time bargaining unit members may apply. Such posting shall include pertinent information about the vacancy and the deadline for submitting requests for consideration.

12.3 Unit members may submit to the District Office a written request on the appropriate District form for consideration for each such vacancy.

12.4 The District shall inform all unit members submitting requests for consideration for a vacancy of the disposition of their request.

12.5 If a unit member's request to fill a vacancy is not granted, the unit member shall be entitled to a meeting with the District Superintendent or designee to discuss the reason why the request was not granted.

ARTICLE XIII
SUPPORT OF AGREEMENT

13.1 The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meeting and negotiation process.

13.2 During the term of this Agreement unit members shall not abstain from the performance of their duties for the District. The Association shall not call upon or authorize employees individually or collectively to engage in such activities and shall make reasonable efforts under the circumstances to dissuade employees from engaging in such activities.

13.3 Unit members shall perform loyal and efficient work and service, and shall use their influence and best efforts to protect District properties and its service to the public, and shall cooperate in promoting and advancing the welfare of the District's educational program and in preserving the continuity of its service to the public at all times.

ARTICLE XIV
SAFETY CONDITIONS OF EMPLOYMENT

14.1 Unit members may report unsafe conditions and/or equipment to his/her immediate supervisor. The report shall be made in writing and include the following:

- 14.1.1 Date of report
- 14.1.2 Name of unit member making report
- 14.1.3 Location of unsafe condition and/or equipment
- 14.1.4 Description of unsafe condition and/or equipment

14.2 When an unsafe condition exists, the unit member shall be relieved of performing any duty which is unsafe or harmful to him/her or others until the unsafe condition has been corrected. No disciplinary action shall be taken as a result of the unit member's refusal to perform any duty which he/she and a reasonable person would consider unsafe.

14.3 The District shall be responsible for providing appropriate training for those classifications which may be required to restrain, restrict or otherwise physically interact with students and who provide assistance for students with special physical needs. The Association and District shall meet each year to discuss and schedule such appropriate training.

14.4 A unit member may use reasonable force to protect himself/herself from attack, protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of the student.

14.5 A unit member who is performing within the scope of his/her District employment is covered by the District's liability insurance coverage.

ARTICLE XV
SAVINGS

15.1 In the event that any rule, regulation, statute or law, enacted or adopted by the Federal or State legislature or any final decision of the Public Employment Relations Board or final decision of a court affects, modifies, declares invalid, adds to or subtracts from the provisions of this Agreement, the parties shall meet and negotiate the effect and impact.

15.2 If any provision of this Agreement is held to be contrary to law by any agency or power having jurisdiction over the parties, such provision shall not be deemed valid and subsisting except the extent permitted by law, but all other provisions shall continue and will be applied in full force and effect.

15.3 In the event that a provision of this Agreement is held to be invalid, either party may reopen negotiations concerning a valid successor provision by notifying the other party.

ARTICLE XVI:
EMERGENCY PROVISION

The District retains its rights to amend, modify or rescind policies, practices and provisions referred to herein in this Agreement in the event of an emergency and for its duration. An “emergency” is defined as a natural or man-made disaster, act of God, damage or threat to District facilities, war or fire. The District shall meet with the Association as soon as practicable concerning the implementation of this provision.

ARTICLE XVII
HOLIDAYS

- 17.1 The following shall be the holiday schedule for unit members:
- 17.1.1 New Year's Day
 - 17.1.2 Martin Luther King, Jr. Day
 - 17.1.3 Lincoln's Day
 - 17.1.4 Washington's Birthday
 - 17.1.5 Spring Holiday (the Friday of spring school recess)
 - 17.1.6 Memorial Day
 - 17.1.7 Independence Day (July 4)
 - 17.1.8 Labor Day
 - 17.1.10 Veteran's Day
 - 17.1.11 Thanksgiving Day
 - 17.1.12 Day After Thanksgiving
 - 17.1.9 Christmas Eve Day
 - 17.1.13 Christmas Day
 - 17.1.14 New Years Eve Day
 - 17.1.15 Additional Holidays: Any other day appointed by the President or the Governor of this State, pursuant to subdivisions (b) and (c) of Section 37220 of the California Education Code, for a public fast, thanksgiving, or holiday.

17.2 The above holidays shall be observed according to the District calendar.

17.3 To be entitled to any of the above paid holidays, a unit member must be in a paid status during any portion of the working day immediately preceding or succeeding the holiday period. Regular classified unit members who are not normally assigned to duty during the school holidays of December 25 and January 1 shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

17.4 Christmas Eve day will be taken as a holiday in lieu of September 9 Admission Day.

17.5 When one of the above holidays falls on a Sunday, the following Monday shall be deemed to be that holiday. When one of the above holidays falls on a Saturday, the preceding Friday shall be deemed to be that holiday.

17.6 Unit members assigned by the District to work on one of the holidays specified in this Article shall be paid or given compensatory time off for such work (pursuant to Article 6.9.6 and 6.9.7) at one and one-half times the regular rate of pay, in addition to the regular rate of pay.

ARTICLE XVIII
VACATION

18.1 Vacation

Paid vacation leave shall be awarded at the end of each school year of service. Paid vacation leave shall accrue for full time, twelve-month classified unit members at the following rates:

<u>Years of Service</u>	<u>Work Days of Vacation</u>
One Through Five Years	Ten Days
Six Through Twelve Years	Fifteen Days
Thirteen Through Nineteen Years	Twenty Days
Twenty Years Beyond	Twenty-Five Days

Vacation leave shall be prorated for unit members employed less than full time for twelve months on a proportionate basis established by the number of hours the part-time unit member is paid in comparison with a full-time, twelve-month unit member. Upon separation from service, a classified unit member shall be entitled to a lump-sum compensation for all earned and unused vacation, except those unit members who have not completed six (6) months of District employment in regular status shall not be entitled to such compensation.

18.2 A holiday falling within a vacation period shall not constitute a vacation day. Accrued vacation may be taken at any time during the school year (July 1 through June 30) as scheduled by the unit member's supervisor. If the unit member is not permitted to take the full accrued vacation, the amount not taken shall accumulate for use in the next school year or be paid in cash at the option of the District. A unit member may carryover not more than five (5) days of unused vacation in addition to the annual amount of vacation referenced above. A unit member must be employed for a period of six (6) months before vacation can be taken. Unit members assigned to work the regular pupil attendance year will not be permitted to take vacation during the regular pupil attendance year.

ARTICLE XIX
UNIT MEMBER DISCIPLINE

19.1. Discipline

A permanent unit member may be subject to disciplinary action by the District for cause upon recommendation by the Superintendent or designee. Disciplinary action includes dismissal, demotion, or suspension without pay for six (6) or more working days. A suspension without pay for five (5) or fewer working days is not subject to the provisions of this policy. The District may suspend a unit member without pay for five (5) or fewer days without compliance with the provisions of this policy.

19.2 Cause

A unit member may be subject to disciplinary action for just cause. Causes for disciplinary action include, but is not limited to the following:

19.2.1 Incompetence or inefficiency in the performance of the duties of his/her position.

19.2.2 Insubordination, including, but not limited to, refusal to do assigned work or refusal to follow directives of the Superintendent or the unit member's supervisor.

19.2.3 Negligence in the performance of duty or in the care or use of property.

19.2.4 Falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records, or any other District records.

19.2.5 Failure or inability to perform duties and responsibilities assigned to a unit member's position.

19.2.6 Discourteous, offensive, or abusive conduct or language toward other unit members, staff, pupils or the public.

19.2.7 Dishonesty.

19.2.8 Drinking alcoholic beverages on the job or reporting to work while under the influence of intoxicating liquor.

19.2.9 Possession of or addiction to the use of any drugs or narcotics or any drug or narcotic offense as defined in Education Code Section 44011. Unauthorized use of narcotics; controlled substances, or habit forming drugs; use of any medication or other substance as to cause detrimental effect on the unit member's ability to perform the duties and responsibilities of his/her position.

19.2.10 Conviction of any crime involving moral turpitude.

19.2.11 Conviction of any felony. Conviction or arrest for any sex offense as defined in the Education Code. A plea of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction within the meaning of this section.

19.2.12 Repeated or unexcused absence or tardiness or absence or repeated tardiness without authority or sufficient reason.

19.2.13 Abuse of illness leave privileges.

19.2.14 Offering of anything of value or offering any service in exchange for special treatment in connection with the unit member's job or employment or the accepting of anything of value or any service in exchange for granting special treatment to another unit member or to any member of the public.

19.2.15 Conduct which adversely affects the unit member's ability to perform the duties and responsibilities of his/her position.

19.2.16 Violation of the Education Code, Board policy or rules of the District.

19.2.17 Unauthorized entry, copying, possession, use or viewing of personnel or confidential files, documents or information. Unauthorized entry, copying, possession, use or viewing of any District created information, lists, databases or the like. Unauthorized copying, possession, use or viewing of District created information, lists, databases or the like for personal purposes. Unauthorized use or possession of District equipment for personal purposes.

19.2.18 Violation of the District's sexual harassment policy or the commission of any act of sexual harassment.

19.2.19 Conviction of any crime involving moral turpitude or the use, possession, sale or transporting of any illegal, restricted, regulated or controlled substance or drug, including, but not limited to, marijuana or any of its derivatives or extracts.

19.2.20 Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the unit member's job description or otherwise necessary for the unit member to perform the duties of this position.

19.2.21 For unit members who drive a vehicle in the regular course of their employment:

Failure to satisfy the insurability requirement of the District's insurance carrier under the District's regular insurance policies. The District's ability to obtain insurance for the unit member under a high risk or any policy other than the regular insurance policies does not mitigate this failure.

19.2.22 Abandonment of position.

19.2.23 Revealing confidential information, including but not limited to personnel and student records.

19.2.24 Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age against the public or any staff member while acting in the capacity of a District unit member.

19.2.25 Unlawful retaliation against any other District officer or unit member or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on the job or directly related thereto.

19.3 Abandonment

A unit member shall be deemed to have abandoned his/her position if the unit member fails to show up for work and perform his/her duties for three (3) consecutive work days after the Superintendent or designee mails notice to the unit member which informs the unit member that he/she will be deemed to have resigned from his/her employment with the District unless said unit member returns to work and

performs his/her duties within five (5) work days from the date the letter is mailed. Said letter shall include the employee's appeal rights and shall be mailed certified mail, return receipt requested to the last known address of the unit member. The unit member is responsible for providing the District with his or her correct mailing address. If the unit member fails to show up for work and perform his/her duties within five (5) days after the mailing of said notice, then the unit member shall be conclusively presumed to have abandoned his/her position and shall be deemed to have resigned from his/her employment.

19.4 Limitation of Time

No disciplinary action shall be taken for any cause which arose prior to the unit member's becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause was concealed or disclosed by such unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the District.

19.5 Notice of Potential Discipline

Prior to sending the notice of proposed discipline referenced in Section 6, a notice of potential discipline shall be written in ordinary and concise language and served in person or sent by certified mail to the unit member. The unit member is required to keep the District informed of the unit member's current mailing address. The notice shall include the items specified in Sections 6 (a) through (c) and a description of the proposed type of discipline to be imposed. The unit member may respond orally or in writing within five (5) working days of the date the notice of potential discipline is served upon the unit member or mailed to the unit member. If after consideration of the oral or written response of the unit member, the person making the recommendation for discipline determines to further pursue discipline, then said person or designee shall comply with Section 6 and send the "notice of proposed discipline" as described therein.

19.6 Notice

Prior to the imposition of discipline, a notice of proposed discipline action shall be written in ordinary and concise language and served in person by registered or certified mail on the unit member. The notice shall indicate:

19.6.1 The specific acts, omissions or reasons upon which the disciplinary action is based.

19.6.2 A statement of the cause or causes for the disciplinary action.

19.6.3 The specific rule or regulation, if any, of the District or Education Code the unit member is alleged to have violated. Such rule or regulation shall be set forth in said notice.

19.6.4 The unit member's right to a hearing before the District.

19.6.5 The deadline to request a hearing before the District.

19.6.6 The date the discipline will be effective.

19.6.7 A card or paper for the unit member to sign in order to deny the charges and request an appeal.

19.6.8 Copies of any and all evidence or documents proposed to be used against the unit member.

19.7 Response

The unit member shall have the right to respond in written form to the notice of proposed discipline provided said written response is personally delivered to the Administrator or his designee at or prior to the hearing, if any is requested. The unit member shall have the right to be represented at all stages of the disciplinary action.

19.8 Request for Hearing

19.8.1 If the unit member requests a hearing, the hearing shall be scheduled before the governing board of the District. At the hearing, the person making the recommendation for discipline shall present all the evidence on which the charges are based. The unit member shall have the right to respond either orally or in writing and present any documentary or oral testimony. The Board shall consider the oral and documentary evidence introduced by the unit member and shall determine whether or not the proposed discipline shall be imposed as set forth in the notice of disciplinary action or modified or not imposed.

19.8.2 The Board may retain the services of a hearing officer or attorney to conduct the hearing on behalf of the Board. The powers of the hearing officer or attorney conducting the hearing shall be limited to

procedural aspects of the hearing and advising the Board on items as determined by the Board. If the Board decides to impose the discipline, it shall, by personal service or by certified mail, return receipt requested, deliver to the unit member a notification of disciplinary action and set forth the date when such disciplinary action shall be effective. If as a result of the hearing the Board does not sustain the charges against the unit member, the unit member shall receive full salary and benefits for the time the unit member was suspended, if the unit member was suspended pursuant to paragraph 9. If the unit member does not request a hearing, the discipline shall be imposed as set forth in the notice of disciplinary action.

19.8.3 The governing board may retain the services of an independent third party hearing officer to hear the case and render an advisory decision to the Board of Trustees in lieu of a hearing before the Board of Trustees as hereinabove described. The Board shall review the advisory decision of the hearing officer and may open the matter for the taking of further evidence should the Board so desire. The Board shall determine whether or not the advisory decision of the hearing officer shall be adopted in whole or in part. The Board may modify the advisory decision of the hearing officer and adopt another decision.

19.9 Suspension

Notwithstanding any of the above, the District or designee has the right to suspend an unit member immediately, without pay, pending dismissal provided that all the above procedures are followed as soon as possible after the suspension commences and further provided that if the charges for which the basis of the disciplinary action are not sustained by the District, the unit member shall receive salary and benefits as determined by the District for all or any portion of the time the unit member was suspended.

19.10 Rights of the Unit member

The unit member shall be entitled to the following:

19.10.1 Be represented by counsel or any other person at such hearing;

- 19.10.2 Testify under oath;
- 19.10.3 Cross-examine all witnesses;
- 19.10.4 Present evidence;
- 19.10.5 Argue the case.

19.11 Evidence

The hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of existence of any common law or statutory rule which might make improper an admission of such evidence over objection in civil actions. Hearsay evidence may be admitted for any purpose, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privileges and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.

19.12 Report of Hearings

Hearings may be conducted without stenographic reported or electronic recording machine unless the unit member requests in writing, at least three (3) full business days before the day set for the hearing, that such hearing be reported or recorded and pay the cost or fee for such reporting or recording.

19.13 Transcripts of Hearings

The cost of any transcript shall be borne by the party requesting the transcript. If all parties wish to have transcripts, the cost shall be borne equally among the parties.

19.14 Termination of Probationary Classified Unit members

A unit member shall serve a probationary period of twelve calendar months. At any time prior to the expiration of the twelve month probationary period, the District may in its sole discretion dismiss a probationary unit member from the employ of the District without cause or hearing. A probationary unit member shall not be entitled to a hearing or any statement of reasons for such dismissal.

ARTICLE XX
LAYOFF AND EMPLOYMENT

20.1 Definitions

20.1.1 Classification means a particular employment position as listed in Appendix "A".

20.1.2 "Class" means a group of classifications within a job occupational family which have common characteristics as listed in Appendix "A."

20.1.3 For purposes of this Article, seniority i.e. "length of service" shall be based on the date of hire i.e. first day of work within the class including time served in higher classes and in equal classes excluding any periods of unpaid leave in excess of sixty (60) consecutive work days and service performed prior to entering into a probationary or permanent status.

20.2 Layoff Procedures

20.2.1 Unit members shall be subject to layoff for lack of work or lack of funds.

Layoff includes any reduction in hours of employment or assignment to a class or grade lower than that in which the unit member has permanence, voluntarily consented to by the unit member (pursuant to these provisions), in order to avoid interruption of employment by layoff. (*Intent: Mirror of education code language does not constitute a waiver.)

20.2.2 Order of Notice of Layoff

The order of notice of layoff within the classification affected shall be determined by length of service within the class. The unit member who has been employed the shortest time within the classification plus other higher classifications within the same class shall be laid off first.

Notwithstanding the above, it is agreed and understood that the District has the right to discontinue a function or service performed by a particular position within a classification.

In the case of two or more unit members having identical seniority, the seniority shall be determined by lot.

20.2.3 Options of Unit members Notified of Layoff

The District shall notify a unit member whose position has been eliminated that he/she must elect one of the following within five (5) working days of receipt of notice. Except for options (g) and (h), the following options are listed in priority order, and the unit member must select the first applicable option. The unit member has the right to select options (g) and (h), regardless of the availability of other options listed.

- (a) Select a vacant position in the same classification which is equal in pay and in number of hours of employment.
- (b) Displace a less senior unit member from a remaining position in the same classification which is equal in pay and number of hours of employment.
- (c) Select in another classification a vacant position in which the unit member has previously completed the probationary period, which has an equal number of hours of employment and for which the unit member possesses the required licenses or certificates.
- (d) Displace less senior unit member in another classification from a remaining position in which the unit member has previously completed the probationary period, which has an equal number of hours of employment and for which the unit member possesses the required licenses or certificates.
- (e) Select options (a) through (b), which have a lower rate of pay.
- (f) Select options (a) through (d) which have less number of hours of employment.
- (g) Elect to be laid off.
- (h) Elect a service retirement.

20.2.4 Prior to any layoff, the District shall post a seniority list of unit members. The District shall also provide the Association with a copy of the seniority list.

20.3 Notice of Layoff

20.3.1 When as a result of the expiration of a specially funded program, unit members' positions must be eliminated at the end of any school year, and unit members will be subject to layoff for lack of funds, the unit members to be laid off at the end of such school year shall be given written notice on or before April 29, informing them of their layoff effective at the end of such school year and of their displacement rights, if any, and reemployment rights.

However, if the termination date of any specially funded program is other than June 30, such notice shall be given not less than forty five (45) days prior to the effective date of their layoff.

20.3.2 When, as a result of a reduction or elimination of the service being performed by any department, unit members shall be subject to layoff for lack of work, not less than forty five (45) days prior to the effective rights, if any, and reemployment rights.

20.3.3 Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of unit members, not layoff for lack of work resulting from causes not foreseeable or preventable by the Governing Board without the notice required by aforementioned subsections.

20.4 Reemployment

20.4.1 Reemployment shall be in reverse order of the layoff. Unit members who are laid off are eligible for reemployment in their former classification for a period of thirty-nine (39) months, and shall be reemployed in preference to new applicants. In addition, such unit members laid off shall have the right to apply for promotional positions within the District during the thirty-nine (39) month period. Before offering reemployment the District may reorganize, restructure, and reassign unit members within their classifications.

20.4.2 Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be granted the same rights as unit members laid off for a period of sixty-three (63) months, provided that the same tests of fitness under which they qualified for appointment still apply.

20.4.3 Offers of reemployment shall be made either by personal service or first class mail addressed to the last known address and shall include the specific vacancy and hours being offered, the rate of and a mechanism for acceptance or refusal of the offer of reemployment within the prescribed time limit, and a place for the unit member's signature. Failure to so reply within ten (10) working days from the date of personal service or mailing of the offer of reemployment shall be deemed a refusal of that offer of reemployment. It is the responsibility of each unit member on a reemployment list to file with the District Office a current mailing address.

20.4.4 A unit member who is laid off and subsequently rehired from a reemployment list shall have the accrued Sick Leave balance as of the date of layoff reinstated.

20.4.5 Upon reemployment in the class from which laid off, a unit member shall be placed on the former step of the salary range. The unit member shall be eligible for advancement to the next step of the salary schedule on July 1 of the year in which they were reemployed if they have worked for at least six (6) months prior thereto and if not then on the second July 1 after accepting reemployment.

20.5 General Provisions

20.5.1 It is the intent of the parties that the District has the right to direct the work force in order to provide services and educational programs.

20.5.2 Unit members who have been notified of layoff shall be entitled to use two (2) Personal Necessity days to seek other employment. Such leave shall require at least twenty-four (24) hours advance notice to the immediate supervisor.

ARTICLE XXI
ORGANIZATIONAL SECURITY

21.1 The District shall deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues, as voluntarily authorized in writing by the unit member, on the Association form, subject to the following conditions:

21.1.1. Such deduction shall be made only upon submission of the Association form to the designated representative of the District duly completed and executed by the unit member.

21.1.2. The District shall not be obligated to put into effect any new or discontinued deductions pursuant to the terms of this Article until the pay period commencing fifteen (15) days or more after such submission, subject to the requirements of the Trinity County Superintendent of Schools.

21.2 Upon appropriate written authorization from the employee, the District shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit union, savings bonds, insurance programs or any other plans or programs jointly approved by the Association and District. The provisions of Section 21.1.2 shall apply.

21.3 Agency Fee

21.3.1 Any unit member who is not a member of the Association or who does not make application within thirty (30) calendar days from the date of commencement of duties, except as expressly exempted in this Article, shall pay to the Association a service fee in an amount equal to a fair share of the Association's cost of negotiating and administering a Collective bargaining Agreement. Such amount shall exclude any expenditures used to support political candidates and to express ideological views unrelated to the Association's duties as exclusive bargaining representative. The unit member may authorize payroll deduction for such fee in the same manner as members of the Association authorize payroll deductions for dues.

21.3.2 It is agreed and understood that this section (22.3) of this

Article shall not be subject to Article XI: Grievances of this Agreement.

21.3.3 Nothing in this section shall prohibit an employee from paying service fees directly to the Association.

21.3.4 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to form, maintain membership in, pay service fees to, or financially support the Association as a condition of employment, except that such unit member shall be required to contribute an amount equal to the service fee required in this Agreement to one of the following nonreligious, non-labor charitable organizations exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code: Golden Age Nutrition Center, Weaverville Fire Department and Trinity Scholarship Foundation. Any unit member claiming this religious exemption must file a written request for exemption with CSEA. If the request is granted, the unit member shall, as a condition of continued exemption from the requirement of paying service fees to CSEA, furnish CSEA with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payments.

21.3.5 The Association shall indemnify and hold the District harmless against any reasonable legal fees, legal costs, and settlement or judgment liability arising from any court or administrative action relating to the District's compliance with this Article. The Association shall have the exclusive right to determine whether any such action or processing shall or shall not be compromised, resisted, defended, tried, or appealed.

21.4 Upon appropriate written authorization from the employee, the District shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit union, savings bonds, insurance programs or any other plans or programs jointly approved by the Association and District. The provisions of Section 21.2 shall apply.

SIGNATURE PAGE

This Agreement is entered into by and between the Trinity Alps Unified School District (District) and the California School Employees Association and its Chapter # 578 (Association) and is effective July 1, 2015 through June 30, 2018.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 12th day of June, 2015.

FOR THE DISTRICT

FOR THE ASSOCIATION

President Board of Trustees

Chapter President

Superintendent

Member Negotiating Team

Labor Relations Consultant

Member Negotiating Team

Member Negotiating Team

Member Negotiating Team

Member Negotiating Team

Member Negotiating Team

Labor Relations Representative

APPENDIX "A"

LIST OF UNIT CLASSIFICATIONS AND CLASSES

Appendix A

Classified Salary Range Allocation

<u>Classification</u>	<u>Salary Range</u>
<u>Clerical</u>	
Clerk I	E
Clerk II	H
TRIO Talent Search Advisor	O
Career Technician	O
Student Services Clerk	Q
School Secretary/Attendance Clerk	R
Counseling Technician	Y
<u>Aides</u>	
Noon Duty Aide	H
Utility	I
Paraprofessional	K
Special Education Classroom Para, Mild	K
Special Education Para Educator, Moderate-Severe	K
Library Aide/Clerk	O
Specialized Home and School Aide	Z-A
<u>Cafeteria</u>	
Café Helper I	D
Café Helper II	I
Cook	P
Manager	Z-B
<u>Custodian</u>	
Groundskeeper/Custodian	R
Custodian	R
Custodian Lead	T
Plant Foreman	Z-C
<u>Transportation</u>	
Bus Driver/Utility	T
Bus Driver Mechanic	U
Head Bus Driver Mechanic	X
Director of Transportation	Z-Z
<u>Computer Technician</u>	
Computer Technician	Z-E
<u>ASES Program</u>	
ASES Activity Assistant	J
ASES Coordinator	T

APPENDIX "B"
LEAVE OF ABSENCE FORM

ABSENCE AND SUBSTITUTE REQUEST

TRINITY ALPS UNIFIED SCHOOL DISTRICT

Weaverville, CA 96093 (530) 623-6104 x253 Fax (530) 623-3418

Employee: _____

Date: _____

DAY - (circle day(s))	Monday	Tuesday	Wednesday	Thursday	Friday												
MONTH - (circle month)	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL					
DATES - (circle date(s))	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
	18	19	20	21	22	23	24	25	26	27	28	29	30	31			
TIME - (circle time needed)	AM	PM	FULL DAY														

REASON FOR ABSENCE

PERSONAL

- Illness – Personal*
- Illness – Family*
- Bereavement "Immediate Family"*
- Medical Appointment*
- Compensatory Time Off*
- Personal Necessity*
- Other (Explain)*

- Leave of Absence*
- Military Duty*
- On-The-Job Injury*
- Dental Appointment*
- Vacation (Prior Approval)*
- Personal Business*
- Jury Duty*

SCHOOL BUSINESS

- Conference, Seminar, Workshop*
- Requested Specific Task*
- Other*

Explain: _____

Substitute was: _____

Employee Signature *Date*

Sick Leave *Personal Leave* *Comp*
To be checked by approving personnel

Approved Administrator's Signature *Date*

Trinity Alps Unified School District
Salary Schedule Retro effective date 2014/2015

Monthly and Hourly
Appendix C

	<u>Step 1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>
A	\$ 9.45	\$ 9.92	\$ 10.42	\$ 10.94	\$ 11.49	\$ 12.18	\$ 12.30	\$ 12.42	\$ 12.54	\$ 12.67	\$ 12.80	\$ 12.92	\$ 13.05	\$ 13.18	\$ 13.32	\$ 13.45	\$ 13.58	\$ 13.72
B	\$ 9.70	\$ 10.19	\$ 10.70	\$ 11.23	\$ 11.79	\$ 12.50	\$ 12.62	\$ 12.75	\$ 12.88	\$ 13.01	\$ 13.14	\$ 13.27	\$ 13.40	\$ 13.53	\$ 13.67	\$ 13.81	\$ 13.94	\$ 14.08
C	\$ 9.94	\$ 10.44	\$ 10.97	\$ 11.51	\$ 12.07	\$ 12.80	\$ 12.92	\$ 13.05	\$ 13.18	\$ 13.32	\$ 13.45	\$ 13.58	\$ 13.72	\$ 13.86	\$ 14.00	\$ 14.14	\$ 14.28	\$ 14.42
D	\$ 10.18	\$ 10.69	\$ 11.21	\$ 11.78	\$ 12.37	\$ 13.12	\$ 13.25	\$ 13.38	\$ 13.51	\$ 13.65	\$ 13.78	\$ 13.92	\$ 14.06	\$ 14.20	\$ 14.34	\$ 14.49	\$ 14.63	\$ 14.78
E	\$ 10.43	\$ 10.95	\$ 11.50	\$ 12.06	\$ 12.68	\$ 13.44	\$ 13.57	\$ 13.71	\$ 13.85	\$ 13.98	\$ 14.12	\$ 14.26	\$ 14.41	\$ 14.55	\$ 14.70	\$ 14.84	\$ 14.99	\$ 15.14
F	\$ 10.70	\$ 11.24	\$ 11.81	\$ 12.40	\$ 13.03	\$ 13.81	\$ 13.95	\$ 14.09	\$ 14.23	\$ 14.37	\$ 14.51	\$ 14.66	\$ 14.80	\$ 14.95	\$ 15.10	\$ 15.25	\$ 15.41	\$ 15.56
G	\$ 10.97	\$ 11.52	\$ 12.09	\$ 12.70	\$ 13.33	\$ 14.13	\$ 14.28	\$ 14.42	\$ 14.56	\$ 14.71	\$ 14.86	\$ 15.00	\$ 15.15	\$ 15.31	\$ 15.46	\$ 15.61	\$ 15.77	\$ 15.93
H	\$ 11.23	\$ 11.79	\$ 12.39	\$ 13.01	\$ 13.67	\$ 14.49	\$ 14.64	\$ 14.78	\$ 14.93	\$ 15.08	\$ 15.23	\$ 15.38	\$ 15.54	\$ 15.69	\$ 15.85	\$ 16.01	\$ 16.17	\$ 16.33
I	\$ 11.51	\$ 12.09	\$ 12.69	\$ 13.32	\$ 13.98	\$ 14.82	\$ 14.97	\$ 15.12	\$ 15.27	\$ 15.42	\$ 15.58	\$ 15.73	\$ 15.89	\$ 16.05	\$ 16.21	\$ 16.37	\$ 16.53	\$ 16.70
J	\$ 11.81	\$ 12.40	\$ 13.03	\$ 13.69	\$ 14.39	\$ 15.25	\$ 15.40	\$ 15.56	\$ 15.71	\$ 15.87	\$ 16.03	\$ 16.19	\$ 16.35	\$ 16.51	\$ 16.68	\$ 16.85	\$ 17.01	\$ 17.18
K	\$ 12.10	\$ 12.71	\$ 13.34	\$ 14.00	\$ 14.70	\$ 15.58	\$ 15.73	\$ 15.89	\$ 16.05	\$ 16.21	\$ 16.37	\$ 16.54	\$ 16.70	\$ 16.87	\$ 17.04	\$ 17.21	\$ 17.38	\$ 17.55
L	\$ 12.40	\$ 13.02	\$ 13.67	\$ 14.36	\$ 15.07	\$ 15.98	\$ 16.14	\$ 16.30	\$ 16.46	\$ 16.63	\$ 16.79	\$ 16.96	\$ 17.13	\$ 17.30	\$ 17.47	\$ 17.65	\$ 17.83	\$ 18.00
M	\$ 12.71	\$ 13.35	\$ 14.01	\$ 14.71	\$ 15.45	\$ 16.38	\$ 16.54	\$ 16.71	\$ 16.87	\$ 17.04	\$ 17.21	\$ 17.38	\$ 17.56	\$ 17.73	\$ 17.91	\$ 18.09	\$ 18.27	\$ 18.45
N	\$ 13.03	\$ 13.68	\$ 14.37	\$ 15.08	\$ 15.84	\$ 16.79	\$ 16.96	\$ 17.13	\$ 17.30	\$ 17.47	\$ 17.64	\$ 17.82	\$ 18.00	\$ 18.18	\$ 18.36	\$ 18.54	\$ 18.73	\$ 18.92
O	\$ 13.36	\$ 14.03	\$ 14.74	\$ 15.47	\$ 16.24	\$ 17.21	\$ 17.39	\$ 17.56	\$ 17.74	\$ 17.91	\$ 18.09	\$ 18.27	\$ 18.46	\$ 18.64	\$ 18.83	\$ 19.02	\$ 19.21	\$ 19.40
P	\$ 13.70	\$ 14.39	\$ 15.09	\$ 15.86	\$ 16.64	\$ 17.64	\$ 17.82	\$ 17.99	\$ 18.17	\$ 18.36	\$ 18.54	\$ 18.73	\$ 18.91	\$ 19.10	\$ 19.29	\$ 19.49	\$ 19.68	\$ 19.88
Q	\$ 14.04	\$ 14.74	\$ 15.48	\$ 16.24	\$ 17.06	\$ 18.08	\$ 18.26	\$ 18.44	\$ 18.63	\$ 18.81	\$ 19.00	\$ 19.19	\$ 19.38	\$ 19.58	\$ 19.77	\$ 19.97	\$ 20.17	\$ 20.37
R	\$ 14.40	\$ 15.12	\$ 15.88	\$ 16.67	\$ 17.50	\$ 18.55	\$ 18.74	\$ 18.93	\$ 19.12	\$ 19.31	\$ 19.50	\$ 19.69	\$ 19.89	\$ 20.09	\$ 20.29	\$ 20.49	\$ 20.70	\$ 20.91
S	\$ 14.75	\$ 15.49	\$ 16.26	\$ 17.06	\$ 17.93	\$ 19.00	\$ 19.19	\$ 19.39	\$ 19.58	\$ 19.78	\$ 19.97	\$ 20.17	\$ 20.37	\$ 20.58	\$ 20.78	\$ 20.99	\$ 21.20	\$ 21.41
T	\$ 15.12	\$ 15.88	\$ 16.66	\$ 17.49	\$ 18.37	\$ 19.47	\$ 19.66	\$ 19.86	\$ 20.06	\$ 20.26	\$ 20.46	\$ 20.67	\$ 20.87	\$ 21.08	\$ 21.29	\$ 21.51	\$ 21.72	\$ 21.94
U	\$ 15.49	\$ 16.26	\$ 17.07	\$ 17.93	\$ 18.82	\$ 19.95	\$ 20.15	\$ 20.35	\$ 20.55	\$ 20.76	\$ 20.96	\$ 21.17	\$ 21.39	\$ 21.60	\$ 21.82	\$ 22.03	\$ 22.25	\$ 22.48
V	\$ 15.87	\$ 16.66	\$ 17.50	\$ 18.19	\$ 19.10	\$ 20.25	\$ 20.45	\$ 20.65	\$ 20.86	\$ 21.07	\$ 21.28	\$ 21.49	\$ 21.71	\$ 21.92	\$ 22.14	\$ 22.36	\$ 22.59	\$ 22.81
W	\$ 16.27	\$ 17.08	\$ 17.94	\$ 18.82	\$ 19.78	\$ 20.96	\$ 21.17	\$ 21.38	\$ 21.60	\$ 21.81	\$ 22.03	\$ 22.25	\$ 22.47	\$ 22.70	\$ 22.93	\$ 23.16	\$ 23.39	\$ 23.62
X	\$ 16.68	\$ 17.51	\$ 18.39	\$ 19.31	\$ 20.27	\$ 21.49	\$ 21.71	\$ 21.92	\$ 22.14	\$ 22.36	\$ 22.59	\$ 22.81	\$ 23.04	\$ 23.27	\$ 23.50	\$ 23.74	\$ 23.98	\$ 24.22
Y	\$ 17.09	\$ 17.94	\$ 18.83	\$ 19.78	\$ 20.77	\$ 22.02	\$ 22.24	\$ 22.46	\$ 22.69	\$ 22.91	\$ 23.14	\$ 23.37	\$ 23.61	\$ 23.84	\$ 24.08	\$ 24.32	\$ 24.57	\$ 24.81
ZA	\$ 17.52	\$ 18.40	\$ 19.32	\$ 20.28	\$ 21.29	\$ 22.56	\$ 22.79	\$ 23.02	\$ 23.25	\$ 23.48	\$ 23.71	\$ 23.95	\$ 24.19	\$ 24.43	\$ 24.68	\$ 24.92	\$ 25.17	\$ 25.42
ZB	\$ 17.96	\$ 18.86	\$ 19.81	\$ 20.80	\$ 21.84	\$ 23.15	\$ 23.38	\$ 23.62	\$ 23.85	\$ 24.09	\$ 24.33	\$ 24.58	\$ 24.82	\$ 25.07	\$ 25.32	\$ 25.57	\$ 25.83	\$ 26.09
ZC	\$ 18.40	\$ 19.32	\$ 20.29	\$ 21.31	\$ 22.37	\$ 23.71	\$ 23.94	\$ 24.18	\$ 24.43	\$ 24.67	\$ 24.92	\$ 25.17	\$ 25.42	\$ 25.67	\$ 25.93	\$ 26.19	\$ 26.45	\$ 26.71
ZD	\$ 18.86	\$ 19.80	\$ 20.79	\$ 21.83	\$ 22.92	\$ 24.30	\$ 24.54	\$ 24.79	\$ 25.04	\$ 25.29	\$ 25.54	\$ 25.79	\$ 26.05	\$ 26.31	\$ 26.58	\$ 26.84	\$ 27.11	\$ 27.38
ZE	\$ 19.33	\$ 20.30	\$ 21.31	\$ 22.38	\$ 23.50	\$ 24.91	\$ 25.15	\$ 25.41	\$ 25.66	\$ 25.92	\$ 26.18	\$ 26.44	\$ 26.70	\$ 26.97	\$ 27.24	\$ 27.51	\$ 27.79	\$ 28.06
ZF	\$ 19.81	\$ 20.80	\$ 21.84	\$ 22.93	\$ 24.08	\$ 25.52	\$ 25.78	\$ 26.04	\$ 26.30	\$ 26.56	\$ 26.83	\$ 27.09	\$ 27.37	\$ 27.64	\$ 27.92	\$ 28.19	\$ 28.48	\$ 28.76
ZZ	\$ 21.75	\$ 22.84	\$ 23.98	\$ 25.18	\$ 26.44	\$ 27.76	\$ 28.04	\$ 28.32	\$ 28.60	\$ 28.89	\$ 29.18	\$ 29.47	\$ 29.76	\$ 30.06	\$ 30.36	\$ 30.66	\$ 30.97	\$ 31.28

Annual stipend for Bus driver trainer \$900 per year. Diastat administering stipend \$1,000 paid only if administered to a student not to paid more than once a year to any one employee.

Hourly rates

Health & welfare annual cap \$11,031 per FTE

Trinity Alps Unified School District
 Salary Schedule Retro effective date 2014/2015

Monthly and Hourly
 Appendix C

	<u>19</u>	<u>20</u>	<u>21</u>	<u>22</u>	<u>23</u>	<u>24</u>	<u>25</u>	<u>26</u>	<u>27</u>	<u>28</u>	<u>29</u>	<u>30</u>	<u>31</u>	<u>32</u>	<u>33</u>	<u>34</u>	<u>35</u>
A	\$ 13.86	\$ 14.00	\$ 14.14	\$ 14.28	\$ 14.42	\$ 14.56	\$ 14.71	\$ 14.86	\$ 15.01	\$ 15.16	\$ 15.31	\$ 15.46	\$ 15.61	\$ 15.77	\$ 15.93	\$ 16.09	\$ 16.25
B	\$ 14.22	\$ 14.37	\$ 14.51	\$ 14.66	\$ 14.80	\$ 14.95	\$ 15.10	\$ 15.25	\$ 15.40	\$ 15.56	\$ 15.71	\$ 15.87	\$ 16.03	\$ 16.19	\$ 16.35	\$ 16.51	\$ 16.68
C	\$ 14.56	\$ 14.71	\$ 14.86	\$ 15.01	\$ 15.16	\$ 15.31	\$ 15.46	\$ 15.61	\$ 15.77	\$ 15.93	\$ 16.09	\$ 16.25	\$ 16.41	\$ 16.58	\$ 16.74	\$ 16.91	\$ 17.08
D	\$ 14.93	\$ 15.08	\$ 15.23	\$ 15.38	\$ 15.53	\$ 15.69	\$ 15.85	\$ 16.00	\$ 16.16	\$ 16.33	\$ 16.49	\$ 16.65	\$ 16.82	\$ 16.99	\$ 17.16	\$ 17.33	\$ 17.50
E	\$ 15.29	\$ 15.45	\$ 15.60	\$ 15.76	\$ 15.91	\$ 16.07	\$ 16.23	\$ 16.40	\$ 16.56	\$ 16.73	\$ 16.89	\$ 17.06	\$ 17.23	\$ 17.41	\$ 17.58	\$ 17.76	\$ 17.93
F	\$ 15.72	\$ 15.87	\$ 16.03	\$ 16.19	\$ 16.35	\$ 16.52	\$ 16.68	\$ 16.85	\$ 17.02	\$ 17.19	\$ 17.36	\$ 17.53	\$ 17.71	\$ 17.89	\$ 18.06	\$ 18.25	\$ 18.43
G	\$ 16.09	\$ 16.25	\$ 16.41	\$ 16.57	\$ 16.74	\$ 16.91	\$ 17.08	\$ 17.25	\$ 17.42	\$ 17.59	\$ 17.77	\$ 17.95	\$ 18.13	\$ 18.31	\$ 18.49	\$ 18.68	\$ 18.86
H	\$ 16.49	\$ 16.66	\$ 16.82	\$ 16.99	\$ 17.16	\$ 17.33	\$ 17.51	\$ 17.68	\$ 17.86	\$ 18.04	\$ 18.22	\$ 18.40	\$ 18.58	\$ 18.77	\$ 18.96	\$ 19.15	\$ 19.34
I	\$ 16.87	\$ 17.03	\$ 17.20	\$ 17.38	\$ 17.55	\$ 17.73	\$ 17.90	\$ 18.08	\$ 18.26	\$ 18.45	\$ 18.63	\$ 18.82	\$ 19.00	\$ 19.19	\$ 19.39	\$ 19.58	\$ 19.78
J	\$ 17.36	\$ 17.53	\$ 17.70	\$ 17.88	\$ 18.06	\$ 18.24	\$ 18.42	\$ 18.61	\$ 18.79	\$ 18.98	\$ 19.17	\$ 19.36	\$ 19.56	\$ 19.75	\$ 19.95	\$ 20.15	\$ 20.35
K	\$ 17.73	\$ 17.91	\$ 18.09	\$ 18.27	\$ 18.45	\$ 18.63	\$ 18.82	\$ 19.01	\$ 19.20	\$ 19.39	\$ 19.59	\$ 19.78	\$ 19.98	\$ 20.18	\$ 20.38	\$ 20.58	\$ 20.79
L	\$ 18.18	\$ 18.37	\$ 18.55	\$ 18.73	\$ 18.92	\$ 19.11	\$ 19.30	\$ 19.50	\$ 19.69	\$ 19.89	\$ 20.09	\$ 20.29	\$ 20.49	\$ 20.69	\$ 20.90	\$ 21.11	\$ 21.32
M	\$ 18.64	\$ 18.82	\$ 19.01	\$ 19.20	\$ 19.39	\$ 19.59	\$ 19.78	\$ 19.98	\$ 20.18	\$ 20.38	\$ 20.59	\$ 20.79	\$ 21.00	\$ 21.21	\$ 21.42	\$ 21.64	\$ 21.85
N	\$ 19.11	\$ 19.30	\$ 19.49	\$ 19.69	\$ 19.88	\$ 20.08	\$ 20.28	\$ 20.48	\$ 20.69	\$ 20.90	\$ 21.11	\$ 21.32	\$ 21.53	\$ 21.75	\$ 21.96	\$ 22.18	\$ 22.40
O	\$ 19.59	\$ 19.79	\$ 19.99	\$ 20.18	\$ 20.39	\$ 20.59	\$ 20.80	\$ 21.00	\$ 21.21	\$ 21.43	\$ 21.64	\$ 21.86	\$ 22.08	\$ 22.30	\$ 22.52	\$ 22.74	\$ 22.97
P	\$ 20.08	\$ 20.28	\$ 20.48	\$ 20.68	\$ 20.89	\$ 21.10	\$ 21.31	\$ 21.52	\$ 21.74	\$ 21.96	\$ 22.18	\$ 22.40	\$ 22.62	\$ 22.85	\$ 23.08	\$ 23.31	\$ 23.54
Q	\$ 20.58	\$ 20.78	\$ 20.99	\$ 21.20	\$ 21.41	\$ 21.62	\$ 21.84	\$ 22.06	\$ 22.28	\$ 22.50	\$ 22.73	\$ 22.95	\$ 23.18	\$ 23.42	\$ 23.65	\$ 23.89	\$ 24.13
R	\$ 21.12	\$ 21.33	\$ 21.54	\$ 21.76	\$ 21.97	\$ 22.19	\$ 22.41	\$ 22.64	\$ 22.87	\$ 23.09	\$ 23.32	\$ 23.56	\$ 23.79	\$ 24.03	\$ 24.27	\$ 24.51	\$ 24.76
S	\$ 21.63	\$ 21.84	\$ 22.06	\$ 22.28	\$ 22.51	\$ 22.73	\$ 22.96	\$ 23.19	\$ 23.42	\$ 23.65	\$ 23.89	\$ 24.13	\$ 24.37	\$ 24.61	\$ 24.86	\$ 25.11	\$ 25.36
T	\$ 22.16	\$ 22.38	\$ 22.60	\$ 22.83	\$ 23.06	\$ 23.29	\$ 23.52	\$ 23.76	\$ 23.99	\$ 24.23	\$ 24.48	\$ 24.72	\$ 24.97	\$ 25.22	\$ 25.47	\$ 25.72	\$ 25.98
U	\$ 22.70	\$ 22.93	\$ 23.16	\$ 23.39	\$ 23.62	\$ 23.86	\$ 24.10	\$ 24.34	\$ 24.58	\$ 24.83	\$ 25.08	\$ 25.33	\$ 25.58	\$ 25.84	\$ 26.09	\$ 26.36	\$ 26.62
V	\$ 23.04	\$ 23.27	\$ 23.50	\$ 23.74	\$ 23.98	\$ 24.22	\$ 24.46	\$ 24.70	\$ 24.95	\$ 25.20	\$ 25.45	\$ 25.71	\$ 25.96	\$ 26.22	\$ 26.49	\$ 26.75	\$ 27.02
W	\$ 23.86	\$ 24.10	\$ 24.34	\$ 24.58	\$ 24.83	\$ 25.07	\$ 25.32	\$ 25.58	\$ 25.83	\$ 26.09	\$ 26.35	\$ 26.62	\$ 26.88	\$ 27.15	\$ 27.42	\$ 27.70	\$ 27.97
X	\$ 24.46	\$ 24.70	\$ 24.95	\$ 25.20	\$ 25.45	\$ 25.71	\$ 25.96	\$ 26.22	\$ 26.49	\$ 26.75	\$ 27.02	\$ 27.29	\$ 27.56	\$ 27.84	\$ 28.11	\$ 28.40	\$ 28.68
Y	\$ 25.06	\$ 25.31	\$ 25.56	\$ 25.82	\$ 26.08	\$ 26.34	\$ 26.60	\$ 26.87	\$ 27.14	\$ 27.41	\$ 27.68	\$ 27.96	\$ 28.24	\$ 28.52	\$ 28.81	\$ 29.09	\$ 29.38
ZA	\$ 25.68	\$ 25.94	\$ 26.19	\$ 26.46	\$ 26.72	\$ 26.99	\$ 27.26	\$ 27.53	\$ 27.81	\$ 28.08	\$ 28.37	\$ 28.65	\$ 28.94	\$ 29.22	\$ 29.52	\$ 29.81	\$ 30.11
ZB	\$ 26.35	\$ 26.61	\$ 26.88	\$ 27.15	\$ 27.42	\$ 27.69	\$ 27.97	\$ 28.25	\$ 28.53	\$ 28.82	\$ 29.11	\$ 29.40	\$ 29.69	\$ 29.99	\$ 30.29	\$ 30.59	\$ 30.90
ZC	\$ 26.98	\$ 27.25	\$ 27.52	\$ 27.80	\$ 28.08	\$ 28.36	\$ 28.64	\$ 28.93	\$ 29.22	\$ 29.51	\$ 29.80	\$ 30.10	\$ 30.40	\$ 30.71	\$ 31.01	\$ 31.32	\$ 31.64
ZD	\$ 27.66	\$ 27.93	\$ 28.21	\$ 28.49	\$ 28.78	\$ 29.07	\$ 29.36	\$ 29.65	\$ 29.95	\$ 30.25	\$ 30.55	\$ 30.85	\$ 31.16	\$ 31.47	\$ 31.79	\$ 32.11	\$ 32.43
ZE	\$ 28.34	\$ 28.63	\$ 28.91	\$ 29.20	\$ 29.50	\$ 29.79	\$ 30.09	\$ 30.39	\$ 30.69	\$ 31.00	\$ 31.31	\$ 31.62	\$ 31.94	\$ 32.26	\$ 32.58	\$ 32.91	\$ 33.24
ZF	\$ 29.05	\$ 29.34	\$ 29.63	\$ 29.93	\$ 30.23	\$ 30.53	\$ 30.84	\$ 31.14	\$ 31.46	\$ 31.77	\$ 32.09	\$ 32.41	\$ 32.73	\$ 33.06	\$ 33.39	\$ 33.72	\$ 34.06
ZZ	\$ 31.59	\$ 31.91	\$ 32.23	\$ 32.55	\$ 32.88	\$ 33.20	\$ 33.54	\$ 33.87	\$ 34.21	\$ 34.55	\$ 34.90	\$ 35.25	\$ 35.60	\$ 35.96	\$ 36.31	\$ 36.68	\$ 37.04

CSEA

APPENDIX "D"
GROUP INSURANCE PLANS

Appendix D

Group Insurance Plan

The following are the Districts maximum contribution for full-time unit members.

The maximum monthly insurance premium contribution for unit members is \$919.25. The maximum Contribution per school year is \$11,031.00 for medical benefits including health, prescription, dental and vision insurance coverage (pro-rated by relationship to FTE).

	<u>Monthly</u>		<u>Max annual contribution</u>
Health (including prescription), Dental and Vision Insurance	\$ 919.25	\$	11,031.00

Effective July 1, 2013

Board Approved May 8, 2013

APPENDIX "E"

TRINITY ALPS UNIFIED SCHOOL DISTRICT RETIREE INSURANCE BENEFITS

Appendix E

District Retiree Insurance Benefits

Consistent with the rules of the insurance provider, the District shall pay the health only coverage for employees retiring under PERS at age 55 or older. Such coverage to extend to age 65 or until the employee is covered under Medicare, whichever occurs first. Such coverage shall be the medical plan in effect for the regular employee. The retiree health benefit will be based on the employees work hours for the previous 3 years.

Trinity Alps Unified School

District

<u>Years of District Service</u>	<u>88 % of District premium contribution for actively employed unit members at time of retirement</u>	
10 Years	50%	\$404.47
15 Years	75%	\$606.71
16 Years	80%	\$647.15
17 Years	85%	\$687.60
18 Years	90%	\$728.05
19 Years	95%	\$768.49
20 Years	100%	\$808.94

Effective July 1, 2013

Board Approved May 8, 2013

APPENDIX "F"
EVALUATION FORM

Trinity Alps Unified School District
Classified Personnel Evaluation

Evaluatee _____ Date _____

Exceeds Standards	ES	Improvement Needed	IN
Satisfactory	S	Unsatisfactory	U

1. Attendance

1.1 Attendance reflects minimum number of absences _____

1.2 Punctuality _____

1.3 Remains on job after reporting to work _____

Comments:

2. Dependability _____

Employee follows through and completes assigned tasks in a timely way.

Comments:

3. Self-reliance, Initiative _____

Comments:

4. Quality of Work _____

Employee is accurate and skilled and takes pride in a job well done.

Comments:

5. Work Practices _____

Follows instructions and safety rules; organizes and plans effectively; uses time and resources effectively.

Comments:

APPENDIX F

EVALUATION FORM - Page 2

6. Adaptability _____
Employee demonstrates ability to work under varying conditions,
is open to change and flexible, sees varying work conditions as
positive.
Comments:

7. Judgment and Decision-making _____
Employee uses good decision-making skills in performing work
assignments and duties.
Comments:

8. Public Contact and Communications
8.1 Employee is helpful, tactful and courteous. _____
8.2 Employee handles difficult situations and confrontations
effectively. _____
8.3 Employee uses written and oral communications effectively. _____
Comments: _____

9. Human Relations
9.1 Employee works effectively with fellow employees in a
positive and validating manner. _____
9.2 Employee interacts effectively, positively, sensitively,
and professionally with students. _____
9.3 Employee maintains confidentiality regarding students and
staff. _____
Comments:

APPENDIX F

EVALUATION FORM - PAGE 3

Employee strengths:

Suggested goals and objectives for subsequent evaluation:

Administrator/Designee's Signature Date

ACKNOWLEDGMENT

I acknowledge that I have seen the above evaluation and have been provided with suggestions for improvement. I understand that my signature does not necessarily mean that I agree with this evaluation.

Employee Signature Date

TRINITY ALPS UNIFIED SCHOOL DISTRICT
COMPLAINT FORM

Date: _____

Complainant _____

Address: _____

Telephone: _____

Date(s) of Incident(s) _____

If applicable, name of employee(s) involved: _____

Complaint: Briefly summarize the complaint giving names and any details that will help the District understand the circumstances. Additional pages may be used if more space is required.

If the complaint is against an employee, describe any prior attempt to discuss the complaint with the employee and the failure to resolve the matter.

Recommended Action: How would you like this matter to be resolved?

Signature of Complainant: _____

Return this form to the Superintendent
P.O. Box 1227 - 321 Victory Lane
Weaverville, CA 96093
(530) 623-6104 Ext. 252