

**DURHAM UNIFIED
SCHOOL DISTRICT**

**CLASSIFIED
EMPLOYEES
CONTRACT**

July 1, 2025 - June 30, 2028

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ARTICLE I AGREEMENT

1. The Articles and Provisions contained herein constitute a Bilateral Agreement ("Agreement") by and between the Governing Board of the Durham Unified School Board ("Board") and the Local Chapter #478 of California School Employees Association ("Association").
2. This Agreement is entered into pursuant to Chapter 10.7, Sections 3450-3549 of the Government Code ("Act").

ARTICLE II RECOGNITION

1. The Board recognizes the Association as the exclusive representative for all classified employees in the board, except those who are designated under SB 160 as management, supervisory, certificated, or short term and substitute employees. The Association shall be notified by the Board in writing, of the creation of any new classified positions.

ARTICLE III NEGOTIATION PROCEDURES

1. Not later than the eleventh month of the contract year in which this Agreement expires, both parties shall meet and negotiate in good faith on negotiable items. Any agreement reached between the parties shall be reduced to writing and signed by them.
2. Either party may utilize the services of outside consultants.
3. The Board and the Association may discharge their respective duties required by this Agreement by means of authorized officers, individuals, representatives or committees.
4. Negotiations shall take place at mutually agreeable times and places.
5. Employees shall be granted release time without loss of pay for negotiation sessions scheduled during working hours for up to five (5) unit members.

ARTICLE IV ASSOCIATION RIGHTS

1. Representatives of the Association shall have the right to make use of school buildings and facilities at reasonable hours for Association business purposes.
2. The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building in areas frequented by employees. The Association may use the District mail service and employee mailboxes for communications to employees. All information of a general nature shall be immediately forwarded to the Superintendent.

3. Authorized representatives of the Association who are employees of the Durham Unified School District shall be permitted to transact official Association business on school property, so long as said activity does not interfere with the educational process or the carrying out of normal job duties.
4. Names, addresses and listed telephone numbers of all classified personnel shall be provided to the Association no later than October 15 of each school year, if such information is compiled by that date.
5. Each year the Board will negotiate compensation for one employee to attend the CSEA conference. This is not to be considered salary or fringe benefits.

Section II – Professional Relations

1. Selection of the District Administrators: Responsibility for the selection and appointment of all District Administrators rest solely on the Board. In order that the Board shall avail itself of professional advice of classified staff in the selection of the District Administrators, the Classified School Employee Association shall elect a minimum of two representatives to serve on the advisory committee. The committee will review the qualifications and participate with the Board during the oral interviewing of candidates. After each interview, the advisory committee will be invited to express their comments regarding the professional strengths and weaknesses of the candidate.
2. Classified School Employees President Chapter #478 will provide a minimum of two (2) classified employees to be involved in the interviewing and selection of all classified positions along with the position Administrator and or Supervisor.
3. The above procedures shall apply whether the candidates are from within or outside of the existing staff.

ARTICLE V DEFINITIONS

1. ANNIVERSARY DATE – Employees hired between July 1 and January 31 have an Anniversary Date of July 1 of the following fiscal year. Employees hired between February 1 and June 30 have an Anniversary Date of the second July 1 following the date of hire.
2. BARGAINING UNIT SENIORITY – Bargaining Unit Seniority is determined by date of hire. If date of hire is the same, then Bargaining Unit Seniority shall be by accumulated hours of employment. In the event both are the same, then seniority is selected by lottery.
3. “BUMPING RIGHTS” – Bumping Rights is the right of an employee, under layoff conditions, to displace another employee with less seniority. The “Bumping” must be to a position in which the employee had previously served under permanent or probationary status.
4. SINGLE ASSIGNMENT IN BLENDED CLASSIFICATIONS – Blended classifications are those that include duties from two or more separate classifications. An employee in a

blended classification may only bump into another classification if the employee has actually worked in the other blended classification or if the employee's current blended classification contains all the component classifications of the other blended classification. An employee may also bump into any of the component classifications contained within their current blended classifications. Employees in blended classifications will be paid according to the range of each component classification based on the hours worked. For example, an Instructional Paraeducator/Yard Duty Supervisor who works two hours as an Instructional Paraeducator and one hour as a Yard Duty Supervisor would be paid two hours at Range A and one hour at Range B.

Blended Classification are specifically limited to the following:
Instructional Paraeducator/Yard Duty Supervisor

5. CALENDAR YEAR – A calendar year is from January 1st to December 31st.
6. CLASSIFICATION - Classification is the act of placing a position in a class, and shall be construed to mean that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a statement of the specific duties required to be performed in each such position, and the regular monthly salary range for each such position.
7. EXTRA TIME – Extra Time is any work outside an employee's scheduled work day, work week, or work year that is not a continuation of the employee's regular work schedule.
8. FISCAL YEAR – The Fiscal Year is from July 1 to June 30.
9. HEALTH AND WELFARE BENEFITS – Health and Welfare Benefits are as follows:
 - a. Medical – is based on a Fiscal Year.
 - b. Dental – is based on a Calendar Year.
 - c. Vision – is based from last date of benefit use.
10. IMMEDIATE FAMILY – Immediate Family means mother, father, grandmother, grandfather, or grandchild of the employee or the spouse of the employee; and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister or any relative living in the immediate household of the employee.
11. INDUSTRIAL ACCIDENT AND ILLNESS – Industrial accident illness is an injury or illness arising out of or in the course of employment with the District.
12. NEGOTIABLE ITEMS - Negotiable Items refers to matters relating to wages, hours of employment, health and welfare benefits, leave and transfer policies, safety conditions of employment, procedures to be used in evaluation of employees' organizational security.
13. PERMANENT EMPLOYEE – A Permanent Employee is one who has completed the six-month probation period.
14. PROBATIONARY EMPLOYEE – A Probationary Employee is one who will become permanent upon completion of the probationary period of six months.

15. REEMPLOYMENT LIST – The Reemployment List is a list of names of persons who have been laid off for lack of work or lack of funds, or exhaustion of sick leave, industrial accident or illness leave, or leave privileges, and who are eligible for reemployment in their former class, within a period of thirty-nine (39) months. Said list is arranged in order of their right to reemployment.

16. SCHOOL YEAR – School Year is the student calendar as adopted by the District at its discretion.

17. SHORT TERM AND LONG -TERM SUBSTITUTES:

A. Short Term: If an employee elects to work as a substitute or takes on extra work outside of their regular scheduled work day, work week, or work year, the employee will be paid as follows:

1. If the extra time is in a lower classification, the same classification, or a classification paid at the same range, the employee will be paid at their regular range and step.
2. If the extra time is in a higher classification, the employee will be paid step 1 of the higher range, or the step which ensures that the employee will receive at least a 5% increase in salary, whichever is greater.

B. Long Term: If a position needs to be filled with a substitute for longer than three (3) consecutive weeks, the position may be posted. When the posted position is filled with an existing CSEA unit member, the member will be paid as follows:

1. If the extra time is in the same range, the employee will be paid at their regular range and step.
2. If the extra time is in a higher range, the employee will be paid at Step 1 of the higher range or their current hourly rate, whichever is greater.
3. If the extra time is in a lower range, the employee will be paid at the lower range and placed on Step 1, 2, or 3 depending on their experience as determined by the District.

ARTICLE VI GRIEVANCE PROCEDURES

SECTION I – DEFINITIONS

1. A grievance is a formal written allegation by a grievant that said grievant has been adversely affected by a violation of the specific provisions of this Agreement. No actions to challenge or change the policies of the Board as set forth in the rules and regulations or Administrative regulations and procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the Board of Education, or by the Administration regulations and procedures of this school District are not within the scope of this procedure.
2. A grievant shall be the Association or any classified employee of the District covered by the terms of this agreement.

3. A day is any day in which the central Administration office of the Durham Unified School District is open for business.
4. The immediate supervisor is the lowest level supervisor having immediate jurisdiction over the grievant who has been designated to adjust grievances.

SECTION II – PURPOSE

1. The purpose of this grievance procedure is to secure, at the lowest possible administrative level, solutions to problems affecting the working conditions of employees. Both parties agree that these proceedings will be kept informal and confidential at any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration and to have the grievance adjusted without intervention by the Association, provide that the adjustment is not inconsistent with the terms of this Agreement.
3. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums, and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

SECTION III – INFORMAL LEVEL

LEVEL I

Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his grievance in writing to his immediate supervisor and site principal if they are not one and the same.

This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

The Supervisor shall communicate his decision to the employee in writing within twenty (20) days after receiving the grievance. If the Supervisor does not respond within the time limits, the grievant may appeal to the next level. Within the above limits, either party may request a personal conference.

LEVEL II

If the grievant is not satisfied with the decision at Level I, he may, within fourteen (14) days, appeal the decision in writing to the Superintendent.

This statement shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal.

The Superintendent shall communicate his decision to the grievant within fourteen (14) days. If the Superintendent does not respond within the time limits provided, the grievant may appeal to the next level.

LEVEL III

If the grievant is not satisfied with the decision at Level II, he may, within fourteen (14) days, appeal the decision in writing to the Board of Trustees by filing said appeal with the Superintendent. Upon receipt of the appeal, the Superintendent or his designee shall submit the grievance to an advisory arbitration committee made up of one member of the Association, one member designated by the Board, and one individual mutually agreed upon by the Board and the Association. This committee shall investigate and make recommendations to the Board.

If the Board of Trustees is unable to render a decision, it may reopen the record of the taking of additional evidence. The decision of the Board shall be communicated in writing with fourteen (14) days of the Board meeting at which the appeal was adjudicated. The decision of the Board of Trustees shall be binding.

SECTION IV – MISCELLANEOUS

1. When necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, he may, with the permission of his principal or immediate supervisor, be released without loss of pay in order to permit participation in the foregoing activities. Any employee who is requested to appear in such investigation meetings or hearings as a witness will be accorded the same right.
2. Documents, communications, and records dealing with the processing of a grievance will be filed in a grievance file.

ARTICLE VII DUES AND PAYROLL DEDUCTIONS

1. Membership and Dues Deduction:
 - a. District shall distribute CSEA-supplied membership application to new hires (but not make any statement suggesting workers must join). District shall provide a jointly-agrees letter to new hires and anyone asking about *Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al.*, 585 US (2018), expressing District's desire to work cooperatively with CSEA due to its professionalism and strong support for increased school funding. District shall refer all employees' questions about CSEA or dues over to the CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause. This agreement shall satisfy District's duty to bargain effects of *Janus* decision.
 - b. The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database.
 - c. CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

2. Dues Deduction:

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

3. Membership Information:

- a. The District shall take all reasonable steps to safeguard the privacy of CSEA members personal information, including but not limited to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.
- b. The District shall reject all Public Records Act requests from outsiders for work email addresses for bargaining unit members unless there is a court decision directing public agencies to release this information.
- c. The District shall use its best efforts to filter outsiders' emails to work email addresses soliciting against union membership. District shall only post on the public portion of its website work email addresses for employers who the public needs to contact.

4. Hold Harmless Provision:

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

ARTICLE VIII DISCIPLINARY PROCEDURES

2011 – 2012:

A unit member may be informally or formally disciplined by the District. Informal discipline for a non-permanent employee includes a range of disciplinary actions from a reprimand to dismissal. Informal discipline for a permanent employee includes any disciplinary action which does not involve suspension or dismissal. Formal discipline for a permanent employee involves suspension, demotion, or dismissal. The Administration has the right to determine the level of

action or type disciplinary action being recommended or imposed. For more information concerning this topic, employees should refer to Board Policy 4218.

2012 – 2013:

8.1 Exclusive Procedure: Discipline shall be imposed upon bargaining unit employees only pursuant to this Article.

8.2 Termination of Probationary Employment: At any time prior to the expiration of the probationary period, the Board of Trustees may, in its discretion, dismiss a probationary employee from the employ of the District. A probationary employee shall not be entitled to a hearing.

8.3 Involuntary Suspension, Demotion, Reduction of Pay Step in Classification, or Dismissal of Permanent Classified Employees

8.3.1 Permanent classified employees shall be subject to suspension, involuntary demotion, dismissal or similar disciplinary action only for cause as prescribed section 8.3.2 The Board of Trustees' determination of the sufficiency of the cause for disciplinary action shall be conclusive. Employees retain the right to appeal board action to the appropriate court.

8.3.2 Causes: In addition to any disqualifying or actionable causes otherwise provided for by statute or policy of this District, each of the following constitutes cause for disciplinary action against a permanent classified employee.

8.3.2.1 Falsifying any information supplied to the school district, including but not limited to, information supplied on application forms, employment records, or any other school district records.

8.3.2.2 Incompetency or inefficiency.

8.3.2.3 Inexcusable neglect of duty.

8.3.2.4 Insubordination.

8.3.2.5 Dishonesty

8.3.2.6 Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her.

8.3.2.7 Possessing or being under the influence of a controlled substance at work, or furnishing alcohol or a controlled substance to a minor. Possessing or being under the influence of a controlled substance while not on duty may be cause for discipline if the conduct adversely affects the District or the employee's ability to perform the duties or responsibilities of his/her job.

8.3.2.8 Conviction of a felony, conviction of any sex offense made relevant by provisions of the Education Code, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction with the meaning of this section.

8.3.2.9 Absence without leave.

8.3.2.10 Violation of District, Board, or departmental rule, policy or procedure.

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

8.3.2.12 Any other failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the District or his/her employment.

8.3.2.13 Discourteous treatment of public, pupils, or other employees.

8.3.2.14 Willful disobedience.

8.3.2.15 Excessive absence which adversely affects the employee's ability to perform the duties or responsibilities of his/her position.

8.3.2.16 Misuse of District property.

8.3.2.17 Refusal to take and subscribe to any oath or affirmation which is required by law in connection with his/her employment.

8.3.2.18 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 other employees while acting in the capacity of a District employee.

8.3.2.19 Unlawful retaliation against any other District officer or employee or member of the public who, in good faith, reports, disclosed, 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.

8.4 Disciplinary Procedure:

8.4.1 Discipline shall be imposed on permanent employees of the bargaining unit only for cause. Disciplinary action is defined as, but not limited to, any action which deprives any employee in the bargaining unit of any classification in which the employee has permanence, and includes dismissal, reassignment, demotion, or suspension.

8.4.1.1 Dismissal: The District Superintendent may recommend dismissal for reasons listed under Section 8.3.2.

8.4.1.2 Demotion: An employee may be demoted for disciplinary reasons as outlined in this section. The demotion must be approved by the District Superintendent.

8.4.1.3 Suspension: A suspension must be authorized by the District Superintendent. Said suspension shall not be in excess of thirty (30) days in one calendar year, and shall be without pay.

8.4.2 Except in those situations where an immediate suspension is justified under the provisions of this agreement, an employee whose work or conduct is of such character as to incur discipline shall first be specifically warned in writing by the supervisor and provided an opportunity to correct the deficiency. Such warning shall state the reasons underlying any intention the supervisor may have of recommending any disciplinary action. The supervisor shall also advise the employee of his or her right to representation.

8.4.3 No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two years preceding the date of the filing the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

8.4.4 Administrative Review/Skelly Conference: Whenever a recommendation for discipline is made, a notice shall be sent to the employee containing all the information required by Section 8.4.6. The employee or his/her CSEA representative shall have five (5) working days to contact the Superintendent or designee to request an administrative review of the recommendation for discipline. The employee shall have the right to CSEA representation at the administrative review and may respond to the charges and allegations contained in the recommendation for discipline orally or in writing. Within fifteen (15) days of the administrative review, the Superintendent or designee shall decide in writing whether to seek imposition of the recommended disciplinary action, reduce the disciplinary action, or dismiss the disciplinary action. This written decision shall immediately be provided to the employee and his/her CSEA representative.

8.4.5 If after the administrative review the District seeks the imposition of any disciplinary action, notice of such discipline shall be made in writing and served in person or by registered or certified mail upon the employee.
The notice shall include:

8.4.5.1 The specific charges and allegations against the employee, which shall include times, dates, and location of chargeable actions.

8.4.5.2 The disciplinary action proposed.

8.4.5.3 A statement of the employee's right to appeal from the order and of the manner and time within which his/her appeal must be filed as provided in Section 8.5.

8.4.5.4 A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

8.4.6 An employee may be placed on a paid administrative leave or relieved of duties without loss of pay at the option of the District at any time during the disciplinary process.

8.5 RIGHT OF APPEAL:

8.5.1 The employee may, within five (5) working days after receiving the recommendation of disciplinary action described in Section 23.4.1 above, appeal by signing and filing the card or paper included with recommendation. Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of appeal. A notice of appeal is filed only by delivering the notice of appeal to the office of the District Superintendent during normal work hours of that office. A notice of appeal may be mailed to the office of the District Superintendent, but must be received or postmarked no later than the time limit stated herein.

8.5.2 If the employee against whom a recommendation of disciplinary action has been filed fails to file a notice of appeal within the time specified in these rules, the employee shall be deemed to have waived his/her right to appeal, and the Board of Trustees may order the recommended personnel action into effect immediately.

8.6 HEARING PROCEDURES:

8.6.1 The hearing shall be held at the earliest available date, taking into consideration the established schedules of the Board of Trustees or hearing officer and the availability of counsel, union representative and witnesses. The employee shall be entitled to appear personally, produce evidence, and have counsel or a union representative and a public hearing. The District may also be represented by counsel. Neither the Board nor a hearing officer shall be bound by the rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the Board.

8.6.2 All hearings shall be heard by the Board of Trustees except in those cases where the Board votes to have it heard by a hearing officer provided by the Office of Administrative Hearings by the State of California or an experienced arbitrator. The employee may request that the case be heard by a hearing officer, but the Board of Trustees determines who should hold the hearing. In any case in which the Board hears the appeal, the Board may utilize the services of its counsel or a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law. However, such counsel or hearing officer shall be a different individual than the one presenting the District's case to the Board. If the appeal is heard by the Board, it shall affirm, modify or revoke the recommendation of personnel action involving dismissal.

8.6.3 If the appeal is heard by a hearing officer, he/she shall prepare a proposed decision in such form that it may be adopted by the Board of Trustees as the decision in the case. A copy of the proposed decision shall be received and filed by the Board and furnished to each party upon receipt by the Board. The Board may adopt, modify, or reject the proposed decision or proposed remedy in whole or in part.

8.6.4 If the Board rejects the proposed decision in its entirety, each party shall be notified of such action and the Board may decide the case upon the record including the transcript, with or without the taking of additional evidence, or refer the case to the same or another hearing officer to take additional evidence. If the case is so assigned to a hearing officer, he/she shall prepare a proposed decision as provided in subdivision 23.6.3 above upon the additional evidence and the transcript and other papers which are part of the record of the prior

hearing. A copy of such proposed decision shall be furnished to each party promptly upon receipt by the Board.

8.6.5 In arriving at a decision or a proposed decision on the propriety of the proposed penalty, the Board of Trustees or the hearing officer may consider the records of any prior action proceedings against the employee in which a personnel action was ultimately sustained and any records contained in the employee's personnel files if such records were introduced into evidence at the hearing.

8.6.6 The decision of the Board shall be in writing and shall contain findings of fact and the personnel action approved, if any. The findings may be stated in the language of the pleading or by reference thereto.

8.7 HEARING DECISION:

The decision of the Board of Trustees shall be certified to the Superintendent and shall immediately be enforced and followed by him/her. A copy of the decision shall be delivered to the appellant or his/her designated representative personally or by registered mail. The decision of the Board of Trustees shall be final.

8.8 EMERGENCY SUSPENSION:

8.8.1 CSEA and the District recognize that emergency situations can occur involving the health and welfare of students or employees. If the District determines that the employee's presence poses a danger to the lives, safety, or health of students or fellow employees, or to District property, the District may immediately suspend the employee for three (3) days without pay. In the event that a final decision on the employee's appeal imposes a lesser penalty than the recommended discipline or a suspension of a shorter duration than the emergency suspension, the employee shall be made whole for the difference of any loss of wages and/or benefits.

ARTICLE IX EMPLOYEE EXPENSES AND MATERIALS

1. **UNIFORMS** – The District may require the wearing of a distinction uniform by employees. The cost of the purchase, lease, rental, cleaning and maintenance of uniforms, identification badges, emblems and cards required by the District shall be borne by the District.
2. **SAFETY EQUIPMENT** – Should the employer assign duties to an employee in the bargaining unit which the safety committee indicates is necessary to insure the safety of the employee or others, the District agrees to furnish such equipment or gear.
3. **PHYSICAL EXAMINATION** - The District agrees to reimburse bargaining unit members for the costs of medical examinations or medical tests, up to the amount provided for such tests in the current District medical insurance program, in the following circumstances:
 - a. When such tests are required as a condition of continued employment, or
 - b. When the employee qualifies under the provisions of Article XVI, "Bus Drivers".
4. **PAYMENT FOR REQUIRED TRAINING** – The District shall pay the wages of and reimburse bargaining unit members for the expenses of attending approved and required training sessions, seminars or workshops required by the District or by law.

- a. The District shall pay wages based on the time required to travel to the workshop, attend the workshop and travel back. If training occurs during the hours of the employee's normal workday, the employee will be paid wages for the time from their worksite to the training and back to the worksite. If the employee travels from their home to the workshop and back to his/her home, the employee will be paid wages for all such time. The employee will be paid their regular daily wage unless such training time, when combined with the hours he/she worked that day, if applicable, exceeds their normal assigned hours.
 - b. The expenses shall include travel, meals and lodging up to the reimbursement rate in the current District policy. In addition, the District agrees to reimburse the members for the purchase of required supplies or materials for participation in such training. This provision shall apply when such training is required by law or by the District as a condition of continued employment or when the employee qualifies under the provisions of Article XVI, "Bus Drivers". No mileage will be paid if the District provides a vehicle for the employee(s) to use to travel to training, or if they are a passenger in a carpool with another employee who drives and who will be eligible for mileage reimbursement. If the District makes a vehicle available to take to the training and the employee chooses to drive their own personal vehicle instead, he/she shall not be eligible for mileage reimbursement.
5. LICENSE FEES - The District shall reimburse bargaining unit members the initial and renewal fees for all licenses, certificates and permits required by the District or law as a condition of continued employment or as a condition of receiving step increases.

ARTICLE X HOURS

1. The regular work week shall consist of a maximum of five (5) eight (8) hour days. Other hours, to a total of forty (40) per week, may be worked by mutual agreement between the Board and the Association. In such cases the eight (8) hour day overtime rule does not apply.
2. Overtime is defined as all-time worked in excess of eight (8) hours per day in or excess of forty (40) hours in any work week. (See exception item #1 above.) All overtime must be authorized in advance by the site principal or manager.
3. Upon request of the employee, the Board will allow compensatory time off, except for community service activities, or compensate the employee at the rate of time and one half for the additional time served and double time on Sunday. Time and a half and double time will be allowed only after an eight (8) hour day or a forty (40) hour week. Time worked up to eight (8) hours a day or forty (40) hours a week will be compensated as straight time, except for community service activities.
4. Four-hour or more employees. The work week shall consist of not more than five consecutive working days for any employee having an average workday of four hours or more during the work week. Such an employee shall be compensated for any work required to be performed on the sixth or seventh day following the commencement of the

work week at the rate equal to one and one-half times the regular rate of pay of the employee designated and authorized to perform the work. Education Code 45131.

5. Compensatory Time Off In lieu of Cash.

a. An employee shall have the option to elect to take compensatory time off in lieu of cash compensation any time he/she works more hours than his/her base assignment. Such election shall be indicated on the monthly time sheet. The employee will be paid at his/her regular rate of pay if the total hours worked that day are no more than eight (8) hours day and/if he/she works no more than forty (40) hours in that week. If the additional hours cause the employee to work more than eight (8) hours in a day or forty (40) hours in a week all such hours will be paid as overtime at the rate of one and one-half time their regular hourly rate.

b. Compensatory time shall be taken at a time mutually acceptable to the employee and the Board's site principal or manager and shall be taken by the end of the fiscal year in which it is earned.

Compensatory time earned from April 21 on, and not taken prior to June 30, will be carried forward to the following fiscal year.

Compensatory time earned prior to April 21, and not taken by June 20, will be paid on the June variable payroll.

Compensatory time to be taken between June 21 and June 30, shall be requested by the employee in writing on or before June 20.

6. Call Back at Non-scheduled Time. Employees called to work on a day when the employee is not scheduled shall receive a minimum of two (2) hours paid at the appropriate rate of pay. Any employee called back to work after a break of 30 minutes or more from their regular assigned hours shall receive a minimum of two (2) hours paid at the appropriate rate of pay.

7. Scheduled Events. Employees signing up to work a scheduled community or school event shall receive a minimum of three (3) hours at their appropriate rate of pay. For the three (3) hour minimum employees will be expected to open, set up, and after the event, straighten and clean facilities for the regular school day, and lock up.

Any hours scheduled above the minimum shall require the employee to remain at the event performing activities as directed by their supervisor or as needed for the event. With prior notice, the district has the discretion to assign the employee to remain longer than three (3) hours.

8. Rejection of Overtime Work. Except in an emergency an employee may reject overtime work, call-back work, on-call work and/or call-in work.

9. Differential Pay -

a. Sick -

i. Sick leave differential pay is 50% of the employee's regular pay, regardless of whether a substitute employee is assigned to fill the position during the employee's absence. (Education Code section 45196)

ii. This payment is made if the absence is due to an illness and the employee has exhausted entitlement to all regular sick leave, accumulated compensation time, vacation or other available paid leave.

b. Shift – The shift differential pay is a 5% salary adjustment in addition to the regular rate based upon hours of employment when 50 percent or more of the work hours are regularly assigned after 5:00 p.m. (This shift differential is built into Range 3 from which Custodian I's assigned to evening duties shall be paid.)

c. Trips – This section applies to all unit members who are authorized and qualified bus drivers whose pay is docked for the time they are prohibited from driving due to the requirements of the law. The bus trip differential pay is the greater of a 10% salary adjustment in addition to the regular bus driver rate or the employee's regular hourly rate for any driver hours other than those on a home-to-school route.

d. Student Personal Hygiene – The differential pay for assisting students with personal hygiene needs is a 5% salary adjustment in addition to the regular rate of pay based on the nearest quarter hour increments, with a 15 minute (0.25 hour) minimum. 15 minutes = 0.25 hours
30 minutes = 0.50 hours
45 minutes = 0.75 hours

10. Extra Work

a. By May 15th of each year, employees shall be notified of the opportunity to be placed on the extra work lists detailed below; requests to be placed on such lists shall be due to the District by May 30th. Employees may request to be placed on a separate list (List C) for work outside of their regular classification. An employee may choose to be added to the extra work list within his/her job family at any time. Placement on the list will be made after the current rotation cycle is completed. Classification lists shall be generated in seniority order by the District. The department or site supervisor will maintain the rotation cycle of the extra time list.

b. Pay under this paragraph shall be in accordance with the provisions of Article XVIII, "Temporary Reassignment," paragraph 2.

c. Extra work shall be distributed by rotating through the appropriate list in a continuous order. At the discretion of the supervisor, the employee next in rotation on the list may be bypassed if the extra work requires specific job qualifications. As some jobs are district-wide and some site specific, extra work shall be assigned to job families as follows:

Food Service:	District-wide
Office Clerk/Secretarial:	Site specific
Paraeducator (including special education):	Site specific
District office/special projects:	District-wide
Custodial/Maintenance/Grounds/Mechanic:	District-wide

Bus Drivers:

Two lists shall be maintained:

1) employees hired in the bus driver classification and

2) other district employees who are qualified bus drivers. Assignments for extra work (trips other than home-to-school) shall be made available on a rotational basis initially established by seniority to those on list "1". If no such driver is available, then the extra work shall be made available to list "2" on the same basis. If no driver is available, then a qualified substitute may be assigned the trip. Extra work shall be made available no more than 30 days before the work is to be performed. If scheduled extra work is cancelled or postponed, the assigned driver will have the option to perform the extra work if it is rescheduled without losing his or her place in the rotation.

d. If no employee on the extra work list (List A) is available, the department or site supervisor may fill the assignment with the employees as follows:

- 1) offering work within job families from lists at other sites if work is site specific (List B);
- 2) if no employee on any extra-work list within job families is available then work may be offered to any qualified employee (List C);
- 3) if no employee is available, after attempting 1) and 2), a substitute may be called.

11. Rest and Meal Periods

Continuous Daily Hours*

Rest and meal periods shall be scheduled by the appropriate supervisor for all employees as follows:

<u>Continuous Daily Hours*</u>	<u>Paid Rest Periods</u>	<u>Unpaid Meal Period</u>
Less than 3.50 hours	None required	None required
3.50 hours-4.99 hours	1 @ 15 minutes	None required
5.00 hours-5.99 hours	1 @ 15 minutes	30-60 minutes (may be waived by mutual consent of the employee and supervisor)
6.00 hours-7.49 hours	1 @ 15 minutes	30-60 minutes
7.50 hours or more	2 @ 15 minutes	30-60 minutes

*Continuous daily hours mean one or more assignments which, by district scheduling, span a continuous block of time. Multiple assignments which do not span a continuous block of time are not subject to this provision. Assignments which have split shifts by district scheduling are to be considered as continuous for purposes of this provision.

12. A classified employee selected to fill a coaching position shall normally be released from his/her regular duties without loss of compensation to fulfill his/her duties as a coach. However, in the event that the employee's regular position is determined to be critical, in the sole discretion of the district, he/she may be required to complete his/her regular duties and may not be released to attend to coaching duties.

ARTICLE XI LAYOFFS AND REEMPLOYMENT

1. Required Negotiations: The District shall negotiate the effects of lay off, and the decision and effects of a reduction in hours upon demand by CSEA.

2. Order of Lay off: The order of lay off within a classification is based on seniority. The employee, who has the least seniority, as defined in Article V definition, shall be laid off first.
- a. In the event two (2) or more employees have identical seniority and hours, as defined in Article V, the decision as to which employee has the greater seniority shall be based upon total District seniority, including service in lower classifications in which the employees have served. If the employees still have equal seniority, the seniority will be determined by lottery.
3. Notice of Lay off: The District will notify CSEA Chapter #478 President in writing of the specific positions that it is recommending for elimination and the specific positions subject to lay off as a result of the elimination of those positions. Along with the notice, the District shall provide CSEA with seniority lists for all affected classifications. CSEA will review the seniority list and the parties will work together to identify and correct any errors. As soon as possible after the notice is sent to CSEA, the District and CSEA will meet to discuss the specifics of position elimination, any resulting administrative transfers, bumping, and any resulting layoffs.
- a. Notice of layoff shall be provided in accordance with the provisions of applicable law. (Ed. Code section 45117.)
 - b. When the District will lay off a classified employee for the ensuing year due to lack of work or lack of funds, a written preliminary notice off layoff must be served on the employee no later than March 15, except as provided by law.
 - c. When the District will lay off a classified employee due to the expiration of a specially funded program, a written notice of lay off must be served on the employee not less than sixty (60) days prior to the effective date of their lay off informing them of their lay off date and their displacement rights, if any, and reemployment rights.
 - d. Notice shall be served personally or sent by certified mail to affected employees at their last address on file with the District.
 - e. The notice shall contain:
 1. The reason for the layoff;
 2. The effective date:
 3. the employee's displacement rights, if any
 4. The employee's reemployment rights: and
 5. The employee's hearing rights, of the layoff is not due to the expiration of a specially funded program.
4. Hearing Rights
- a. Except as provided by law, a classified employee subject to layoff may request a hearing to determine if cause exists for not reemploying the employee the following school year. A request for hearing must be in writing and delivered to the Superintendent or designee with seven (7) calendar days after the date the notice of layoffs served on the employee. A failure to request a hearing within this timeframe shall constitute a waiver of the employee's right to a hearing.
 - b. An employee who has been laid off from his/her position in one classification may bump into any classification in which she/he has seniority and up to previous amount of hours held. The employee must hold all required certifications and meet all tests of fitness required for the classification. The order of which classification he/she shall be able to bump into shall be:

Higher classifications, then – Equal classifications, then – Lower classifications

If a less senior employee is bumped, he/she may then exercise his/her right to bump any employee with less seniority provided the hours previously held are equal or more than the person they bump or bump into a vacant position. This process shall continue until the least senior employee is laid off or exercises bumping rights into another classification in which he/she has served subject to the provisions outlined herein.

c. Required Meetings: The District may conduct a meeting or meetings with affected employees to determine individual bumping choices and the employee may choose to have representative present at all such meetings.

5. Reemployment Rights

a. Reemployment shall be in reverse order of layoff, with the most senior being reemployed first. Employees who are laid off will be eligible for reemployment in any position with their former classification for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants. In addition, such employees laid off shall have the right to apply for promotional positions within the District during the thirty-nine (39) month period.

b. Employees who take a voluntary demotion and/or voluntary reduction in assigned time in lieu of layoff shall be granted the same rights as unit members laid off for a period of thirty-nine (39) months to be reinstated to a position in their former, higher level classification and/or increase their assigned time back to the same level as the position he/she formerly held.

c. Offers of reemployment shall be made either by e-mail, personal service or via certified mail sent to the last known address and shall include the specific vacancy and hours being offered, the rate of pay, level of benefits, a current job description, and a form that includes instructions for acceptance or refusal of the offer of reemployment, time limit for acceptance or refusal, and a place for the laid off employee's signature. A stamped, self-addressed envelope shall be included to return the form and must be postmarked by no later than the end of the time limit for response. Failure to reply within seven (7) working days from date of personal service or ten (10) days from the mailing of the offer of reemployment shall be deemed a refusal of that offer of employment. It is the laid off employee's responsibility to file a current contact information and current mailing address with the District.

d. An employee who is laid off and is subsequently rehired from the reemployment list shall have his/her full accrued balance of sick leave at the time of layoff from the District restored in the manner provided under Education Code Section 45309.5.

e. Step increases for employees who are reemployed shall be as follows:

1. If the employee is reemployed before January 31 of the fiscal year, they shall receive their next step increase effective July 1 of the following fiscal year. For example, if an employee were reemployed on November 15, 2008, they would receive their next step increase on July 1, 2009.

2. If the employee is reemployed on February 1 or later of the fiscal year, they shall receive their next step increase on July 1 of the second fiscal year following their reemployment. For example, if an employee were reemployed on February 15, 2009, they would receive their next step increase on July 1, 2010.

- f. Upon lay off, vacation and compensatory time earned and unused at the time of lay off shall be computed and paid off with the final warrant due the employee.

ARTICLE XII LEAVES

SICK LEAVE

1. Full-time employees shall be entitled to leave of absence for illness or injury at full-time pay at the rate of one day per month. Months of service shall be determined using the schedule under Article XIV, Vacation, Accumulation. In no case shall the amount be less than twelve (12) days for regular full-time twelve (12) month employees.
2. Unused sick leave shall accrue from year to year.
3. The administration may require a physician's verification of illness or a written affidavit under penalty of perjury from an employee if that employee's absence shows a pattern of abuse or upon exhaustion of accumulated sick leave.
4. During any calendar year, unit members are entitled to use up to one-half of their annual entitlement to Sick Leave described in this section to attend to an illness of a child, parent or spouse of the employee. For purposes of this provision, a "child" is defined as a biological, foster or adopted child; a step child, a legal ward or a child of a person standing in loco parentis; a "parent" is defined as a biological, foster or adoptive parent; a stepparent or a legal guardian. All conditions and restrictions regarding the use of Sick Leave shall also apply to this Section.

DONATED CATASTROPHIC LEAVE

1. **Eligibility**

An employee may request donated catastrophic leave in ten (10) day increments no sooner than the thirteenth (13th) work day of absence in a school year and only after all other accumulated sick leave and other fully paid time off has been exhausted. The Superintendent or designee may approve the exhaustion of all the employee's accumulated leave in order that the employee may be eligible for donated catastrophic leave. A request for donated catastrophic leave must be submitted within 60 days of the date of absence resulting in a docking of pay.

To qualify for such leave, the employee shall have suffered an illness or injury that is expected to incapacitate the employee for an extended period of time, or that requires an employee to care for an incapacitated member of employee's immediate family and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off. A doctor's note verifying the incapacitating illness or injury shall be required.

For the purposes of this provision, a member of the employee's family shall be limited to the employee's spouse, child, mother, father, step-parents or step-children or an individual over which the employee has legal guardianship.

2. **Terms and Conditions**

In the event an employee exhausts his/her authorized number of days from the catastrophic leave bank, the employee or his/her designee may request additional donated catastrophic leave days pursuant to this section. A maximum of ten (10) days may be requested at a time. The employee

is encouraged to reapply for additional days when 50% of the donated catastrophic leave days is exhausted.

Donated catastrophic leave shall not to exceed twelve (12) consecutive calendar months, or the maximum number of days donated pursuant to this section, whichever is less, per injury or illness.

When multiple eligible requests are pending before the Donated Catastrophic Leave Committee at the same time, the committee will distribute the available days evenly between the eligible requests.

Once the Donated Catastrophic Leave Committee has made a determination on an individual Application to Receive Donated Catastrophic Leave, that determination is final. An employee may reapply for additional benefits when necessary.

3. Donations to the Donated Catastrophic Leave Bank

Donations to the DCL bank may be made under the following provisions:

- a. The unit member shall submit a request in writing to the DCL committee, on forms provided by and approved by the District, specifying the number of days to be donated.
- b. An employee may donate to the DCL bank in whole hours, providing that a minimum of fifteen (15) days of sick leave is retained in his/her personal sick leave account.
- c. The maximum number of days an employee can contribute per year pursuant to this section is ten (10).
- d. The Association may at any time during the school year solicit employees for donations to the DCL bank.
- e. In the event that days donated to the DCL bank are not used, then those days will be retained in the DCL bank.
- f. A notification of approval or denial of such a request will be provided to the unit member in writing after the DCL committee has met and reached a decision.

4. Donated Catastrophic Leave Committee

Within five (5) school days of receipt of the Classified Application to Receive Donated Catastrophic Leave by the Business Office, a DCL committee composed of three (3) association members and the Superintendent or his/her designee, will meet and determine whether or not the employee's request shall be approved or denied.

- a. The DCL committee shall review the application and notify in writing the requesting employee of its decision within ten (10) days of receipt of the application by the Business Office.

- b. If the request is approved, the DCL committee will submit the required forms to the District authorizing the transfer of a specified number of days from the DCL bank to the requesting employee's sick account.
- c. The DCL bank will be reduced by the number of hours awarded to the requesting employee.
- d. If the request is denied, the DCL committee will notify the unit member or his/her designee in writing.
- e. Upon the DCL committee receiving multiple approved requests, the DCL committee will distribute the available days evenly to the pending approved requests.

5. Agreement

The Association agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim or lawsuit of any kind related to any attempt by a unit member to retrieve donated catastrophic leave used by another unit member pursuant to this provision. The Association also agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim or lawsuit of any kind which attempts to challenge in any way the legality or enforcement of this provision.

The Association agrees to indemnify and hold harmless the District from any loss or damages arising from the implementation of this provision.

MATERNITY LEAVE

Employees are entitled to use sick leave as set forth in #1 of this article for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician; however, the Board management may require a verification of the extent or disability through consultation with the employee's physician or through a physical examination of the employee by a physician mutually agreed upon by the employee and the Board representative and paid for by the Board.

FAMILY CARE AND MEDICAL LEAVE ACT/ CALIFORNIA FAMILY RIGHTS ACT

Unit members are entitled to leave consistent with the federal Family and Medical Leave Act and the California Family Rights Act. Family and medical leave consists of up to 12 weeks of unpaid leave with health benefits and runs concurrently with other paid leaves allowed by law or by this agreement.

PREGNANCY DISABILITY LEAVE

Pregnancy disability leave under California law consists of an additional grant of leave, up to 5 months of unpaid leave with benefits when the unit member is unable to work due to complications related to pregnancy. Pregnancy disability leave also runs concurrently with other paid leaves allowed by law or by this Agreement. (Education Code Section 45193, 45195)

Education Code requires school districts to continue providing partial salary, otherwise known as differential pay, to a unit member who has exhausted all available sick leave, and, due to illness or injury, continues to be absent from his/her duties for a period of up to five months. (Education Code 45196)

PARENTAL/BONDING LEAVE

Any new parent who has worked for the district for 12 months shall be entitled to an additional grant of leave of 12 work weeks with benefits for the birth of a child of the unit member, or he placement of a child with a unit member in connection with the adoption or foster care of the child. (Education Code 45196.1) Once a unit member has exhausted all available sick leave the unit member will receive differential pay until the end of the leave period.

CHILD CARE LEAVE

Any classified employee shall be entitled to use up to five (5) days of paid sick leave to care for his/her child, or the other parent of his/her child, if such care is determined necessary by a physician.

INDUSTRIAL ACCIDENT LEAVE

Employees shall be entitled to industrial accident leave for personal injury which has qualified for workers' compensation under the provision of the State compensation insurance fund. Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same industrial accident.

The District has the right to have the employee examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved, providing that the District pays for such services.

For any days of absence from duty as a result of the same industrial accident, the District shall deduct from future paychecks the amount of any wage loss benefit check from the State Compensation Insurance Fund which would make the total compensation from both sources exceed 100 percent of the amount the employee would have received as salary had there been no industrial accident or illness.

PERSONAL NECESSITY LEAVE

Leave which is credited under #1 of this article may be used for purposes of personal necessity provided that use of such personal necessity does not exceed seven (7) days in any school year. For purposes of this provision, personal necessity shall be limited to (1) a major accident involving the employee's person or property; (2) special conditions and emergencies such as:

- a. Impassable roads;
- b. Death of a member of the immediate family when additional leave is required beyond Bereavement Leave already provided for. For purposes of this provision, "immediate

- family” shall be as defined under Bereavement Leave, as well as the employee’s aunt, uncle, sister-in-law, brother-in-law, foster parent and foster child.
- c. Accident involving the person or property of the employee or of a member of the immediate family;
 - d. Illness of an immediate family member;
 - e. The definition of immediate family in the section on Bereavement Leave shall be used for Personal Necessity Leave to define immediate family.
 - f. Appearance in any court or before any administrative tribunal as a litigant or party, or witness under subpoena.
 - g. Employees will be allowed to use three (3) days of personal necessity leave for any reason not related to recreation, vacation, out-of-school employment or a side business.
 - h. Other emergency reasons as approved by the District.
 - i. Nothing in this personal necessity leave section will restrict the District from denying personal necessity leave to a unit member when the District determines that a unit member's absence(s) was not in compliance with this leave section. The burden of proof of reason for this leave shall be on the employee in disputed cases.
 - j. Additional personal necessity leave may be granted by the superintendent for unusual or extenuating circumstances. Such leave must be approved in advance and any days granted and used shall be deducted from the employee’s sick leave.

Under the circumstances outlined in (1) and (2), the employee shall make every effort to comply with District procedure to enable the District to secure a substitute. Under all circumstances an employee may be required to verify in writing that the personal necessity leave was used only for the purposes stipulated.

BEREAVEMENT LEAVE

An employee shall be entitled to a maximum of three (3) days leave of absence, or five (5) days leave of absence if out of state travel is required or more than 400 miles of travel one way is required, without loss of salary, on account of the death of any member of his immediate family. For purposes of this provision, "immediate family" means a parent, grandparent or grandchild of the employee or of the spouse of the employee, and the spouse, child, step-child, step-parent, sibling, son-in-law or daughter-in-law of the employee, or any relative living in the immediate household of the employee.

JUDICIAL LEAVE

Employees shall be provided leave for jury duty or to appear as a subpoenaed witness in any court or administrative tribunal, other than as a litigant for reasons not brought about through the misconduct of the employee. Employees who are subsequently called for jury duty shall receive their school District salary during their absence, but shall assign their jury duty pay, mileage expense excepted, to the school District.

MILITARY LEAVE

Any public employee who is on temporary military leave of absence and who has been in the service of the public agency from which the leave is taken for a period of not less than one year

immediately prior to the day on which the absence begins, shall be entitled to receive his salary or compensation as such public employee for the first thirty (30) calendar days of any such leave of absence. (Military and Veterans Code 395.11). A classified employee who is granted temporary military leave shall have the right to receive, where eligible, the same vacation, sick leave, and holiday privileges and the same rights and privileges to promotion as though leave has not been taken.

GENERAL LEAVE

When all other leave provisions are exhausted, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the employee and the Board. Such leave shall not establish a precedent for any other leave request.

LEAVE TO ATTEND PROFESSIONAL MEETINGS

The Board will permit unit members the right to attend professional meetings, conferences or institutes with or without loss of pay upon the approval of the employee's supervisor.

BREAK IN SERVICE

Employees on approved leave shall have no change in their seniority status as it relates to first day of employment.

Salary step increases shall only be granted if the employee is in paid status for one-half or more of their assigned work year.

ARTICLE XIII HOLIDAYS

SCHEDULED HOLIDAYS

The Board agrees to provide all classified employees with the following paid holidays:

New Year's Day - January 1

King's Day

Lincoln's Day

Washington's Day

Memorial Day

Juneteenth Independence Day

Independence Day - July 4

Labor Day

Admissions Day – (Day before Thanksgiving designated by the District)

Veteran's Day

Thanksgiving Day - fourth Thursday in November as proclaimed by the President

Friday after Thanksgiving Day

Christmas Eve - December 24

Christmas Day - December 25

New Year's Eve - December 31

Leap Year - February 29

ADDITIONAL HOLIDAYS

Any day during the school year in which school is closed and teachers have the day off, other than legal recess periods as defined in Education Code Section 45203, shall be a paid holiday for classified employees.

ADMISSION DAY

If the governing board of a school district does not designate September 9, known as Admission Day, as a paid holiday for classified employees the school district shall provide a substitute holiday for such employee. (See Admissions Day above)

LEAP YEAR

All 12 month employees will be given one (1) day off with no loss in pay in the appropriate year, according to the annual school calendar. If the employee is called in on this day, it will be treated as overtime, like any holiday.

HOLIDAYS ON SATURDAY OR SUNDAY

When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. Except as provided in section 13.3.2, when a holiday falls on Sunday, the following workday not a holiday shall be deemed to be that holiday. When December 25 falls on Sunday, the holiday shall be moved back to the preceding Thursday. The operation of this section shall not cause any employee to lose any of the holidays clearly indicated in this Article.

TEACHER TRAINING DAYS

Any day granted as a teacher training day, teacher institute, or teacher-parent conference day by whatever name for whatever purpose is a regular work day for all classified employees.

HOLIDAY ELIGIBILITY

Except as otherwise provided in this article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

Classified employees who are not normally assigned to duty during the school holidays of December 24, December 25, December 31, 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.

**ARTICLE XIV
VACATION****ELIGIBILITY**

All classified employees earn a paid vacation time under this Article. Vacation benefits are earned on an anniversary year basis.

PAID VACATION

- a. Paid vacation shall be granted in the fiscal year in which it is earned but no later than June 30th of the subsequent fiscal year. Vacation time may not be carried over beyond June 30th of the subsequent fiscal year unless approved in writing by the superintendent or designee.

- b. Accrued vacation in excess of the carryover allowed in a., above, will be paid off by July 10th.

ACCUMULATION

Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules:

Commencing with the first month of employment, vacation time shall be earned and accumulated at the rate of 5/6 days' vacation for each month of service, not to exceed ten (10) days per fiscal year.

Commencing with the fifth anniversary, vacation shall be earned and accumulated at the rate of 1 1/4 days' vacation for each month of service, not to exceed fifteen (15) days per fiscal year.

Commencing with the thirteenth anniversary, vacation time shall be earned at the rate of 1 2/3 days for each month of service, not to exceed twenty (20) days per fiscal year.

The number of months of service shall be based on the following schedule:

Minimum Annual Work Days*	Maximum Annual Work Days	Months of Service
181	190	9
191	210	10
211	230	11
231	261	12

*Excluding Holidays

Vacation pay for mid-year hires and terminations shall be prorated based on the actual number of days worked in the fiscal year and the annual work days assigned to that position over the course of the fiscal year.

VACATION PAY

Pay for vacation days for all classified employees shall be the same as that which the employee would have received had he/she been in a working status.

VACATION PAY UPON TERMINATION

When a classified employee is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.

VACATION POSTPONEMENT

If a classified employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the Board shall grant such a request in accordance with vacation dates available at that time. The employee may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time. If for any reason a classified employee is denied a scheduled vacation, he/she shall be compensated at the rate of time and one-half (1 1/2) for all hours worked during the scheduled vacation period. In such case, the employee shall suffer no reduction in the paid vacation days due him/her.

If for any reason a classified employee is not permitted to take all or any part of his/her annual vacation, the amount not taken shall, at the option of the employee, be accumulated for use in the following year or be paid for in cash.

HOLIDAYS

When a holiday falls during the scheduled vacation of any classified employee, such employee shall be granted an additional day's vacation or pay for each holiday falling within that period.

VACATION SCHEDULING

Vacations shall be scheduled at times requested by classified employees so far as possible within the Board's work requirements.

If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest amount of seniority shall be given his/her preference.

INTERRUPTION OF VACATION

A permanent classified employee shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.

ARTICLE XV EMPLOYEE BENEFITS

GENERAL

The Board shall provide full-time and eligible part-time employees and their eligible immediate family with benefits under this Article for a twelve-month period. Employees with an annual assignment beginning in August will receive coverage from September through August; all other employees will receive coverage from July through June.

If either party wished to change insurance carriers, both parties agree to negotiate the proposed change.

Employees who are absent on account of illness and who have exhausted their accumulated paid leave shall continue to receive insurance coverage to be paid by the Board for that period of illness, not to exceed twelve (12) months following exhaustion of said leave.

Employees on Board approved unpaid leaves of absence shall have the option to pay health insurance premiums for the period of the leaves at the group rate.

Any premium costs not covered by the Board contribution shall be borne by the employee by payroll deduction.

MANDATORY PARTICIPATION OF INSURANCE FOR FULL-TIME EMPLOYEES

Effective July 1, 2006, full-time employment for the purpose of this Article is defined as at least

7.5 hours per day for 180 days per year. Full-time employees will be required to participate in insurance coverage. If the employee selects a less expensive medical plan, the Board is under no obligation to pay the difference in cash or TSAs.

CALCULATION OF BENEFITS FOR PART-TIME EMPLOYEES

An eligible part-time employee is one whose annual assignment is at least 181 days and who works at least 4 hours but less than 7.5 hours per day. Eligible part-time classified employees shall be provided with a prorated contribution towards all of the benefits under this Article for themselves and their eligible immediate family. Pro-ration shall be based on the following formula:

Daily hours worked x (actual days worked excluding vacation and holidays)

7.5 hours x 181 days = 1357.5

HEALTH, DENTAL AND VISION

The Board shall provide full-time and eligible part-time employees and their eligible immediate family with health, dental and vision benefits under this Article for a twelve-month period. Employees with an annual assignment beginning in August will receive coverage from September through August; all other employees will receive coverage from July through June. The Board and CSEA agree to offer to employees covered by the health benefit plan the opportunity to individually elect to participate in any plan offered by Butte Schools Self-Funded Program, JPA. If either party wished to change insurance carriers, both parties agree to negotiate the proposed change.

DISTRICT CONTRIBUTION

Effective July 1, 2023, the Board shall contribute a total of \$1,000 per month for each full time employee toward the premium costs for health, dental and vision. Any premium costs not covered by the Board shall be borne by the employee by payroll deduction. If the employee selects a less expensive medical plan, the Board is under no obligation to pay the difference in cash or TSAs.

EMPLOYEES ON LEAVE

Employees who are absent on account of illness and who have exhausted their accumulated paid leave shall continue to receive insurance coverage to be paid by the Board for that period of illness, not to exceed twelve (12) months following exhaustion of said leave.

Employees on Board approved unpaid leaves of absence shall have the option to pay health insurance premiums for the period of the leaves at the group rate.

FUTURE BENEFIT INCREASES

Both parties shall make every reasonable effort to negotiate an agreement regarding the district contribution for medical, dental and vision insurance premium increases effective July 1 by the preceding May 1. The Board and the Association agree that the employee and the Board shall share on a 50/50 basis, premium increases for medical, dental and vision insurance coverages,

without prejudice, until such time as an agreement can be ratified. For this purpose, the Association authorizes the Board to make payroll deductions on a 12-month basis for 12-month employees and a 10-month basis for all other employees.

RETIREMENT INCENTIVES

During contract negotiations for the 2007-2008 school year, the parties negotiated replacement language for Article XV. The amendments are as follows:

(The provisions of this paragraph will be renegotiated in the 2013-14 school year.)

A. PERS Two Years Additional Service Credit

1. The District will offer, during the 2007-08 and 2009-10 school years only, the PERS Two Years Additional Service Credit ("PERS Golden Handshake") pursuant to Government Code Section 20904 to all eligible employees.
2. Eligibility:
 - a. The unit member's retirement date must be within the retirement window designated by the Board of Trustees.
 - b. The unit member must apply to the District in writing on or before June 1st preceding his/her retirement date for the 2007-08 school year. The retirement window will be between July 1, 2008 and September 30, 2008. For the 2009-10 school year the unit member must apply to the District in writing on or before March 1st preceding his/her retirement date. The retirement window will be between July 1, 2010 and September 30, 2010.
 - c. The unit member must qualify for the PERS Two Years Additional Service Credit pursuant to Government Code Section 20904.
 - d. The unit member shall receive two years of service credit towards retirement.
 - e. The District will pay the entire cost of the two additional years of service credit to the PERS Retirement Fund.
 - f. The district must be able to certify to PERS that the cost of this benefit will result in no cost to the employee or PERS.
 - g. All unit members applying for the incentive will be notified of their eligibility for the incentive by within 15 days of the notification deadline.

B. Cash Benefit

1. For the 2008-09, 2010-11, 2011-12, 2012-13 and 2013-14 school years, the district will offer a retirement incentive to be paid as a one-time cash payment. Full-time unit members (7.5 hours being full-time) will receive \$10,000. This amount will be pro-rated for part-time employees on the basis of each employee's total daily contract hours on date of retirement divided by 7.5 daily hours.

2. This incentive will be offered to no more than four eligible unit members in each of the school years listed in paragraph B.1. above.

3. Eligibility:

- a. The unit member must have been employed by the district in a unit position for 15 school years by the date of retirement. A fractional year will count as one year when the unit member worked 100 days or more of that school year. There is no pro-ratio or reduction in benefit eligibility for employees who did not work full-time in a given year, i.e. a full school year at 2 hours worked per day counts the same as a full school year at 7.5 hours worked per day.
- b. The unit member's retirement date must be between July 1st and September 30th directly following the school years listed in paragraph B.1., above.
- c. The unit member must apply to the District in writing on or before March 1st preceding his/her retirement date.
- d. When more than four eligible unit members apply, the four retirement incentives will be awarded to the four unit members with the greatest PERS-equivalent service credit earned in the district.
- e. A unit member bumped per paragraph 4.d., above, will have priority eligibility (regardless of seniority date) in the subsequent contract year in which the cash benefit retirement incentive is offered per paragraph B.1. above. If the unit member does not apply for the retirement incentive in the subsequent year, the priority eligibility status is waived.
- f. All unit members applying for the incentive will be notified of their eligibility for the incentive by the March 15th immediately following the March 1st notification deadline.

OTHER POST-EMPLOYMENT BENEFITS

The Board shall provide health insurance for retiring classified employees and their dependents when the following conditions are met:

- a. The classified employee must have worked for the Durham Unified School District for fifteen (15) years prior to retirement, inclusive of Board-approved leaves. Employment must have been on a full-time basis for at least eight (8) of the fifteen years.
- b. The retiree must be at least 55 years of age and under 65 years at time of retirement.
- c. The retiree must qualify for and be in the process of receiving retirement benefits under Public Employees Retirement System (PERS).
- d. He/she must be an active member in the health insurance program at retirement and have had benefits fully paid by the Board.

e. The maximum monthly premium paid by the Board for the coverage shall not exceed \$969 per month for seven years. If an employee desires to increase the seven-year coverage to a longer period of time, then the monthly premium shall be adjusted as follows:

Years	% of Contribution	Monthly Premium Base	Monthly Premium Paid by District
7	100	\$969	\$969
8	87%	\$843	\$843
9	77%	\$746	\$746
10	70%	\$678	\$678

f. The district contribution will cease on the last day of the month prior to the month in which the retiree becomes Medicare eligible (Example: If you become Medicare eligible on April 20 Medicare coverage begins April 1st and the district contribution ceases March 31st.)

At the time of retirement an employee shall have the option of purchasing district dental and vision insurance at the employee's expense, consistent with regulations of the JPA.

DURATION OF BENEFITS

An employee who has been employed by the district for fifteen (15) consecutive years and resigns shall have the option of purchasing group health, dental and vision insurances at the employee's cost, consistent with the regulations of the Butte Schools Self-Funded Joint Powers Authority. At no time shall the District incur any expense for this insurance.

ARTICLE XVI

SALARIES

Unit members shall be paid wages pursuant to the attached Appendices "A" and "B".

PLACEMENT ON THE SALARY SCHEDULE

Employees entering service with the District for the first time shall be given credit on a year-to-year basis at the time of initial placement on the salary schedule for previous relative experience. Prior experience shall earn one step per year to a maximum of nine years and one year of credit for each two years of experience above nine years. The highest step for new employee placement on the salary schedule is step 20.

At the completion of each anniversary year, the employee shall advance one step on the salary schedule.

BUS DRIVERS

1. Unit members hired in a full-time Grounds or Maintenance position after October 27, 1997, shall obtain a bus driver's license for the term of their employment with the District. Any custodian hired shall be encouraged, but not required, to obtain a bus driver's license.

- a. The employee shall begin training within the first three months of employment.
- b. Prior to the end of the probationary period, the employee shall complete the training and pass the written and performance parts of the bus driver exam.
- c. In the event the employee is unable to complete the training and/or pass the exams in this timeline or fails to maintain his/her license, subsequent step increases shall be withheld until the license is maintained.

- d. Training shall be scheduled by the District. In the event that the training does not occur during regular hours of employment for the employee, the employee will be paid for his/her time.
2. Unit members who are authorized by the district to maintain a school bus driver's certificate, other than those employed in the bus driver classification, shall receive three hundred dollars (\$300.00) each year as compensation for the time spent renewing/maintaining his/her license/certificate. The three hundred dollars shall be prorated and paid on a monthly basis with the employee's regular pay.
3. Rotation for Substitutes on Home-to-School Routes: In the event an employee hired in the bus driver classification is unable to drive his/her home-to-school route, a substitute will be assigned the home-to-school route based on the following rotation:
 - a. Mechanic/dispatcher
 - b. In-house substitute: An employee who is required to maintain his/her bus driver's license
 - c. Voluntary substitute: An employee who is not required to maintain his/her bus driver's license but has chosen and been approved by the district to do so
 - d. Outside substitute: Occasional employees

At the beginning of each school year, assignment of routes within group's b and c shall initially start with the most senior employee and continuously rotate throughout the list thereafter. At the discretion of the MOT Manager, the employee next in rotation may be bypassed in the event he/she is involved in an emergency situation or a project that cannot be left unfinished.

PROFESSIONAL GROWTH

It shall be the policy of the Durham Unified School District to employ and retain the most qualified employees for positions with the classified service. To this end, it shall be the policy of the board of trustees to adopt and encourage the participation of all classified employees in a Professional Growth Program. The purpose of this program shall be to improve the standard of service of the classified staff; to extend and constantly improve the standards of the on-the-job performance of classified employees; to provide the opportunities for personal growth and opportunities for advancement for all classified employees; and thereby exert a concerted effort in the direction of retaining qualified classified personnel.

Criteria for Awards - Professional growth credits may be achieved through participation in any of the following categories of activity.

Coursework - Credit may be earned by taking courses at universities, colleges, junior colleges, trade schools, or adult school, or through an accredited correspondence school. It is anticipated that coursework will primarily be related to improvement of job performance in the position occupied by the employee. Courses must be completed to receive credit, with a passing grade of "C" or better assigned. A certification of satisfactory completion, signed by the instructor, will be accepted in lieu of a grade transcript, where applicable. Credit cannot be obtained for courses attended during the employee's regular work hours or if the district is paying course tuition.

Workshops - A workshop is designed for an exchange of ideas, the presentation and discussion of information, practical methods and skills for improving employee on the job performance. Credit for workshops shall be applied to this program at the rate of one unit for each fifteen hours of attendance. The leader of the workshop shall be responsible for verifying the time involved. The employee is responsible for providing verification of attendance at each workshop. Credit cannot be obtained for workshops attended during the employee's regular working hours or if the district pays the cost of the workshop.

Qualifying for the Awards - When an employee has completed ten approved growth units, he/she shall receive an annual "growth award" in the amount of \$500.

Eligible regular employees working on the twelve-month assignment basis shall receive the full amount of the award. Those employees working on a ten or eleven-month assignment basis, or working less than eight hours per day, shall receive the award prorated on the basis of hours worked.

An employee is not eligible for a growth award until his/her second anniversary. Credit earned during the first two years of work may be applied toward the growth increment, but the increment will not be awarded until after the employee's second anniversary.

An employee may not earn an award more often than once in any two-year period and can only apply a maximum of ten units within any two-year period; however, there is no time limit on the accumulation of the ten units.

The maximum number of growth awards any employee may receive under this program shall be three.

Application to Participate - Prior to commencing growth activities, a tentative program for Professional growth must be completed by the employee, outlining his/her anticipated activities, and submitted to the superintendent.

Pre-approval for credit is required. Evidence of attendance at special events and a short summary of lecture, workshops, conferences, etc., must be presented to the employee's immediate supervisor within two weeks of attendance. The summary should include a statement of evaluation of the presentation. The final sentence of the report shall be an affirmation of attendance and the employee's signature. The report should be countersigned by the supervisor and the superintendent and returned to the employee for his/her records.

It is the responsibility of the employee to maintain his/her own file of report cards, transcripts, or other acceptable certification of courses completed. When the employee has completed the required ten units, all records are to be submitted to the superintendent for certification.

ARTICLE XVII EVALUATION

Each employee shall be advised of their principal or supervisor immediately upon hiring or within 15 days of any change. If an employee holds two positions in the same classifications at

different sites or holds positions in different classifications, he/she shall receive an evaluation from their supervising administrator for each position.

EVALUATION – PROBATIONARY STATUS

Each employee shall be evaluated by his/her principal or supervisor at least twice during their probationary period of six (6) months. These evaluations will be no later than the end of the second month and no later than the end of the fifth month. The final evaluation shall include a recommendation to either retain or dismiss the employee from the position.

The Superintendent or designee may override the final recommendation of the evaluator as to whether the employee will be retained in the classified service.

EVALUATION – PERMENANT STATUS

An employee may be evaluated by his/her principal or supervisor at any time during the school year. The purpose for this may be for indicating to the employee that improvement needs to be made in certain areas of the employee's work or for any reason deemed necessary. Such evaluations shall not be undertaken for harassment purposes.

All permanent employees shall be formally evaluated at least every three years. The evaluation shall be on forms approved by CSEA and the District. Evaluations must be completed by April 15th. Evaluations not completed by April 15th shall not be placed in the employee's personnel file unless by mutual agreement.

The evaluator shall present the evaluation to the employee and discuss it with him/her. The evaluation shall be signed to indicate receipt, but not necessarily agreement with the evaluation and the employee shall be given a copy.

If the employee wishes, he/she may make comments on a copy of their form with five (5) working days and submit it to their evaluator. If the evaluator makes comments on it, it shall be returned to the employee prior to filing it in the employee's personal records.

In the event the evaluation is unsatisfactory, the employee may request a meeting with (5) working days of receipt of the evaluation with the evaluator. If such a request is made, the evaluation shall not be placed in the employee's personnel file until after the meeting. The employee may have Union representation at the meeting.

The evaluator shall thereafter confer with the employee regarding his/her progress and make recommendations as to areas for needed improvement. The employee shall be reevaluated with (4) months, but no sooner than (30) thirty working days of the last evaluation. If the employee continues less than satisfactory performance or no improvement, the District may proceed with disciplinary action or termination. Discipline Article (Article VIII).

After completion, the evaluation reports shall be filed in the employee's personnel records maintained at the District Office. All personnel records shall be kept in confidence and be available for inspection only to the employee and Superintendent.

Except as is consistent with law, all or any portion of any item in the personnel file may be removed upon recommendation of a CSEA representative together with the Superintendent.

ARTICLE XVIII
VACANCIES, TRANSFERS AND PROMOTIONS
POSTING

1. All new and vacant positions shall be posted.
2. Notice of all job openings shall be sent to each site and site representatives for posting. Internal and external posting will occur simultaneously.
3. The local CSEA Association President shall be sent a copy of the notice at the time of posting.
4. The notice shall include the classification, description of duties, salary range, work schedule and qualifications.
5. Employees must apply in writing.
6. If more than one qualified applicant applies and all factors are equal, an employee with the greatest seniority shall be given preference.
7. All current district employees will be given full consideration for promotional as well as new opportunities within the district. All current district employees who apply, and meet the job qualifications, will be interviewed for new or vacant positions.
8. The District may employ a substitute employee pending the filling of the vacancy.

TRANSFER PROCEDURES

1. Employees may be transferred between sites with a one week notice or such lesser time as agreed by the employee, CSEA Chapter #478. No employee shall be transferred without a week prior notice, unless it is mutually agreed upon by the employee, CSEA Chapter #478, and the District.
2. Employees assigned working times may be adjusted so long as total working hours are not changed without a one-week prior notice. No employee hours shall be adjusted without their written request unless the CSEA President has been given proper notice (one-week prior notice of such lesser time as agreed by CSEA). This clause applies only to the assigned working times and does not change requirements for the District to adjust total working hours. Total working hours or the FTE of the employee remains subject to the language as agreed upon in the collective bargaining agreement.

TEMPORARY REASSIGNMENT

1. When an employee is required to perform duties of an established position of higher classification for any period of time which exceeds two (2) working days within a fifteen (15) calendar day period, the employee's salary will be adjusted upward for the entire period required to work out-of-class on the step of the new salary range closest to a five percent increase.
2. During the summer, winter and spring school recess periods, an employee may be required to work five (5) working days within a fifteen (15) calendar day period at a higher classification before the pay rate is adjusted to the higher level.

3. When an employee performs the duties of a bus driver and the employee's normal pay range is lower than that of a bus driver, the employee's pay for the period of time the duties of a bus driver are performed shall be adjusted to the range of a bus driver and the step placement at which the employee is paid for his/her regular contract duties.

SALARY PLACEMENT UPON PLACEMENT IN A POSITION

1. TRANSFERS: When an employee transfers for any reason from one position in a classification into another position in the same classification the employee shall retain the same salary range and step.
2. LATERAL TRANSFERS: When an employee laterally transfers for any reason from one position in a classification into another position in a different classification that is paid at the same range, the employee shall retain the same salary range and step.
DEMOTION: When an employee is demoted for any reason, other than disciplinary reasons, to a position in a different classification that is paid at a lower salary range, the employee shall be paid on the same step on the lower salary range as the employee was paid at in the higher salary range.
3. PROMOTION: When an employee is promoted for any reason from a position in one classification to a position in a different classification that is paid at a higher salary range, the employee shall be placed on the step on the higher salary range that guarantees not less than a five percent (5.0 %) salary increase.
4. ADDITIONAL POSITIONS: An employee who secures an additional position in a different classification shall be paid at the range established for the different classification. Step placement shall be mutually agreed upon in writing between the district and the employee. Placement may not be more than five percent (5%) above the employee's step placement in the employee's original classification unless Step I of the range for the additional position's classification is greater than five percent (5%). Step placement above Step 3 shall be based on factors such as:
 - a. proven experience with any employer performing duties associated with the additional classification,
 - b. levels of related education or training above that are required for the additional classification,
 - d. proven track record of success over a long period of time (five [5] years or more) with the District in the employee's current classification,
 - e. proven track record of success in assuming positions in multiple classifications with the District, or
 - f. other qualifications specific to the different classification that indicate the employee will be able to assume the duties of the different classification and be successful immediately with little or no training or retraining or direct supervision.

ARTICLE XIX DISTRICT RIGHTS

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.

The District's exercise of its powers, 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 law. It is also agreed and understood that no grievance shall be filed solely on the basis of an alleged violation of this Article.

ARTICLE XX SAVINGS PROVISIONS

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

ARTICLE XXI SUPPORT OF AGREEMENT

The Board and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiate process. Therefore, it is agreed by the Association and Administration will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiate process except by mutual agreement of the Board and the Association.

ARTICLE XXII EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over Board practices and procedures and over State laws to the extent permitted by State law and that in the absence of specific provisions in the Agreement such practices and procedures are discretionary.

ARTICLE XXIII COMPLETION OF MEETING AND NEGOTIATING

This Agreement is, to the extent authorized by law, the entire agreement between the parties. It is agreed and understood that the provisions of this Agreement shall not be renegotiated for the term of this Agreement, except as specifically provided herein. Any such negotiated modifications to the Agreement shall be reduced to writing and shall be duly signed by the representatives of each party.

For 2026-2027 each party may reopen negotiations of four articles by providing written notice to the other party by May 15, 2026.

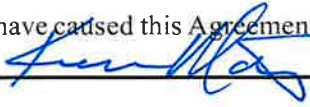
For 2027-2028 each party may reopen negotiations of four articles by providing written notice to the other party by May 15, 2027.

In the final year of the agreement either party may open up any part of the entire agreement by providing written notice by May 15, 2024.

During the term of this agreement, the parties may, by mutual agreement, meet and negotiate concerning any item within the scope of representation

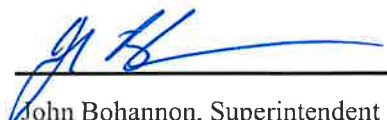
**ARTICLE XXIV
DURATION OF AGREEMENT**

This Agreement represents the entire agreement between the Board and the Association and shall become of full force and effect from July 1, 2025, and shall continue in full force and effect until Midnight, June 30, 2028.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on this  _____

DURHAM UNIFIED SCHOOL
DISTRICT

CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION



John Bohannon, Superintendent
Durham Unified School District



Yolanda Prentice
Durham CSEA #478 - President

Appendix A
LIST OF CLASSES AND SALARY RANGES BY LEVEL OF
RESPONSIBILITY

<u>Classification Title</u>	<u>Range</u>
Crossing Guard _____	1
Yard Duty _____	1
Cook 1 _____	2
Child Paraprofessional _____	2
Passenger Car/Van Driver _____	2
Instructional Paraeducator _____	2
Custodian 1 _____	3
Custodian 1 (Majority of Assignment after 5 pm) _____	3A
Special Education Paraeducator _____	4
Behavior Intervention Aide _____	4
College Readiness Coordinator _____	5
Health Technician _____	5
Campus Supervisor _____	5
Transportation Attendant _____	5
Bus Driver/Custodian 1 _____	6
Bus Driver/Groundsman 1 _____	6
Bus Driver/Utility Person _____	6
Bilingual Paraeducator _____	7
Family Liaison/Bilingual _____	7
Library Technician _____	7
Secretary II _____	7
Groundsman II _____	8
Maintenance Person _____	8
Special Projects Secretary _____	8
Mechanic/Dispatcher _____	9
Food Service Manager _____	10
Maintenance, Operations & Transportation Manager _____	11
<u>Positions Currently Not Filled</u>	
Director of Activities _____	5
District Office Clerk _____	6
Secretary I _____	6
Custodian II _____	7
Maintenance Person II _____	9
Network Specialist _____	11

APPENDIX C
CLASSIFIED EMPLOYEES WORK DAYS

181 Days – 1 before school

- Behavioral Aide
- Bilingual Paraeducator
- Bus Driver
- Campus Supervisor
- College Readiness Coordinator
- Crossing Guard
- Instructional Paraeducator
- Library Technician
- Special Education Paraeducator
- Health Technician
- Yard Duty
- Activities Director

Passenger/Van Drivers & Trans. Attendant - 181 Days

Days vary depending on other Districts' schedules

Child Paraprofessional

Days vary

Cook 1 – 182 days

2 days before school starts

Food Service Manager – 225 days

20 days before school starts – 8 days after school ends. Calendar turned into Supervisor & District Office. Vacation days TBD.

Secretary 1 & Office Clerk & Family Bilingual Liaison – 204 days

14 days before school starts – 10 days after school ends

Special Projects Secretary – 210 days

District Services Clerk – 225 days

Calendar turned into District

Secretary II – 225 days

20 days before school starts & 10 days after school ends; Calendar turned into Supervisor & District Office. Vacation days TBD.

12 Month Employees

- Custodian
- Grounds
- Maintenance
- Mechanic/Dispatcher
- MOT Manager
- Utility Person

**APPENDIXD
SIDE LETTERS**

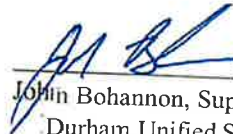
**SIDE LETTER AGREEMENT BETWEEN THE
DURHAM UNIFIED SCHOOL DISTRICT AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER #478
(CSEA)**

**CSEA Chapter #478 and Durham Unified School District Side Letter Agreement
ARTICLE XIII-HOLIDAYS-12 MONTH EMPLOYEES ONLY**

CSEA and its Durham Chapter #478 and Durham Unified School District agree for the school year 2022-23 the Winter holidays for all 12 month employees will be as follows: for Christmas Eve and Christmas day it will be December 26th and 27th. New Year's Eve and New Year's Day it will be January 2nd and 3rd.

Due to there being an extra day in the school year 2022-23 (from 260 to 261) December 30th will not be a workday for all 12 month employees. This will have no effect on salary or benefits.

Debbie Slightom, President
CSEA Chapter #478



John Bohannon, Superintendent
Durham Unified School District

Date

Date