

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CASTAIC UNION SCHOOL DISTRICT

AND THE

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

AND ITS CASTAIC CHAPTER #401

JULY 1, 2015 - JUNE 30, 2018

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SCRIBE'S WAIVER

In the event of any inadvertent omission or commission by the scribe of
this contract,
the original signed agreement shall prevail.

AGREEMENT

This is an Agreement made and entered into by and between the **CASTAIC UNION SCHOOL DISTRICT** (hereinafter referred to as “District” or “Employer”) and its **CASTAIC CHAPTER #401 OF THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION** (hereinafter referred to as “Association” or “Exclusive Representative”).

ARTICLE 1
RECOGNITION

The District recognizes the California School Employees Association and its Castaic Chapter #401 as its Exclusive Representative for a unit of classified and represented (but not in a classified position) employees excluding confidential, supervisory, and management positions. The list of unit positions is found in Appendix B.

ARTICLE 2
DUTY HOURS

2.1 Work Year. The assigned work year for each classified employee shall be as set forth in the Job Description for the employee's position.

2.2 Work Week. The work week for full-time classified employees shall be forty (40) hours rendered in units of eight (8) hours.

2.2.1 The work week shall consist of five (5) consecutive work days for all employees rendering service averaging four (4) hours or more per day during the work week.

2.2.2 The District retains the right to extend the regular work day or work week when it is deemed necessary to carry out the District's business.

2.3 Work Day. The work day for all employees shall be established and regularly fixed by the District.

2.3.1 Changes that result in a schedule shift of more than twenty (20) minutes for a period of greater than five (5) days will be reviewed by the District and the Association. The employee will be given a reasonable transition period.

2.4 Lunch Period. A thirty (30) minute non-compensated duty free lunch period shall be provided all employees who render service of at least six (6) consecutive hours. Unless otherwise agreed to by the employee and his or her supervisor, the lunch period shall be assigned by the immediate supervisor at or near the mid-point of the employee's shift.

2.5 Rest Period. A fifteen (15) minute compensated rest period shall be provided all employees for each four (4) hour period of service. The rest period shall be taken at the direction of the immediate supervisor at or near the mid-point of the employee's shift.

2.6 Overtime. Overtime compensation shall be provided employees who are directed by their immediate supervisor to work in excess of eight (8) hours in any one day, or in excess of forty (40) hours in a calendar week. The employee shall be compensated at time and one-half of the regular hourly rate of pay for overtime hours worked, or the employee shall receive compensatory time off at the overtime rate as mutually agreed between the employee and his or her supervisor.

2.6.1 Any time in paid status including holidays, sick leave, vacation, compensatory time, or other paid leave of absence shall be considered as time worked for the purpose of computing eligibility for overtime pay.

2.6.2 Employees whose regular assignment is five (5) consecutive work days averaging four (4) hours or more per day shall be compensated at the overtime rate for any work on the sixth (6th) and seventh (7th) day following the commencement of the work week.

2.6.3 Employees whose regular assignment is five (5) consecutive work days averaging less than four (4) hours per day shall be compensated at the overtime rate for any work on the seventh (7th) day.

2.6.4 Employees who are authorized to take compensatory time off in lieu of cash compensation for overtime shall take the compensatory time off within the fiscal year in which it was earned.

2.7 Job Assignment Information. Upon initial employment and each change in classification or assigned days and/or hours of work each affected employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his or her position, a statement of the duties of the position, a statement of the employee's regular work site, regularly assigned work shift, the hours per day, days per week, and months per year.

2.8 Layoff Procedures. Immediately after the adoption of any layoff resolution by the Board of Trustees, the District shall provide the Association with a copy of the adopted resolution and a seniority list of bargaining unit employees in the affected classifications.

2.8.1 Prior to sending any layoff notices, the District shall meet and consult with the Association to discuss the situation necessitating the layoff(s) and explore alternatives.

2.8.2 The District shall notify each affected classified employee in writing a minimum of either forty-five (45) business days or sixty (60) calendar days prior to the effective date of any layoff for lack of work or funds. Employees laid off as a result of the expiration of a specially funded program which has a termination date of June 30 shall receive layoff notices on or before April 29 as provided by Education Code section 45117. If the termination date of any specially funded program is other than June 30, the notice shall be given not less than either forty-five (45) business days or sixty (60) calendar days prior to the effective date of their layoff.

2.8.2.1 An employee who has been employed by the District the shortest period of time in the classification shall be laid off first.

2.8.2.2 An employee in a singleton classification which is being abolished shall have the option to bump into a lower classification within the job family for which the employee holds the minimum qualifications, possesses any licenses or certifications required for the classification, and has passed any proficiency test required for the classification.

2.8.2.3 The re-employment list for a classification shall be used before any other means of filling any vacancies for that classification. Re-employment shall be in the reverse order of layoff. Employees who take a voluntary reduction in assigned time in lieu of layoff shall be, at the option of the employee, returned to any position in that classification with increased assigned time as vacancies become available. During the thirty-nine (39) month life of the re-employment list, the employee may decline three (3) such offers of employment before his or her name is removed from the re-employment list.

2.8.3 Any employee, who has received notice of layoff which resulted in a separation from classified service, shall be provided two (2) work days of released time to be charged to accumulated sick leave to seek other employment. Such released time must be taken prior to the effective date of layoff.

2.8.4 An employee, who has been laid off which resulted in a separation from classified service or who voluntarily accepted a reduction in hours, and who is on the reemployment list, shall continue to receive that same level of health and welfare benefits held while a regular employee for one (1) calendar month immediately following the effective date of layoff or reduction in hours.

ARTICLE 3

SALARY

3.1 The Salary Schedule for classified employees is attached to this Agreement as Appendix A. Employees are compensated at the specified range on the "Position Classification Listing" attached to this Agreement as Appendix B.

3.1.1 A longevity bonus of 4% shall be added to any employee's salary during the 8th, 9th, 10th, 11th, 12th, and 13th years of service.

3.1.1.1 A longevity bonus of 8% shall be added to an employee's salary during the 14th, 15th, 16th, and 17th years of service.

3.1.1.2 A longevity bonus of 12% shall be added to an employee's salary during the 18th and subsequent years of service.

3.1.1.3 The longevity bonuses are added to the amounts shown under Step 5 of the Salary Schedule and are not cumulative.

3.1.2 Salary Step Advancement. Persons employed between July 1st and March 1st of a fiscal year shall advance to the next salary step on July 1st next following the date of their employment. Persons employed between March 2nd and June 30th of a fiscal year shall advance to the next salary step on July 1st of the fiscal year following, beginning after their first full year of employment. Example: persons employed between March 2, 2007 and June 30, 2007, advance to the next salary step on July 1, 2008.

3.1.3 Usually, a new employee shall be paid at the first step for the classification on the Salary Schedule. However, a new employee who has acceptable outside experience may be given credit for the experience by placement on an added step for each year of experience, to a maximum of Step 3. Acceptable outside experience may include prior work history, applicable certifications not required in the job description and/or college degrees. Acceptability of experience shall be determined by the District.

3.1.4 Payroll Schedule. Payroll processing services are provided by the Los Angeles County Office of Education. Employees are paid on the 10th and 25th of each month.

3.1.4.1 Employees who are assigned to work fewer than 12 months per school year shall be paid monthly on an 11-month cycle, excluding July. Salary payments will combine regular salary, holiday pay and earned vacation pay and will be paid in 22 equal amounts.

3.1.4.2 The District and Association agree it is the responsibility of the employees to complete and submit time sheets and extra compensation sheets within the pay period in which the work was completed.

Whenever it is determined that an error has been made by the district in the calculation or reporting in any employee payroll or in the payment of any classified employee's salary, the district shall within five (5) work days following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available fund (Education Code 45167).

3.2 Inconsistent Duty Compensation. An employee who is required and directed by his or her immediate supervisor to perform duties in a higher classification for five (5) days or more within a fifteen (15) day period shall be compensated at not less than six percent (6.00%) above the employee's regular rate of pay for all hours worked

3.3 Compensation upon Promotion. An employee who is permanently assigned by the District to a classified position which is compensated at a higher salary range shall be deemed to have been promoted. The employee shall retain his or her anniversary step placement and shall be placed on the same step of the new salary range as previously held.

3.4 Compensation upon Demotion. An employee who has been demoted shall be placed at the appropriate salary range for the position classification to which he or she has been demoted. The employee shall retain his or her anniversary step placement and shall be placed on the same step of the new salary range as previously held.

3.5 Professional Growth. An employee who seeks professional growth approval must submit a written request and justification and receive advance approval from the Human Resources Department prior to taking the course work. After a maximum of five (5) employees in a school year have been approved, the District shall meet with CSEA to discuss additional requests.

3.5.1 The District will pay the cost of a bargaining unit member tuition up to the maximum per unit charge imposed by any public community college district in the County of Los Angeles, not to exceed nine (9) semester units per school year for attendance at an accredited college or university. Unit members requesting reimbursement will submit for District review and approval their proof of tuition payment and a transcript to verify passing the class by a grade of at least "C" or "pass".

3.5.2 The District will reimburse for required texts not to exceed \$175 per course for a maximum of three (3) courses within a school year upon submission of: (1) proof of purchase, and (2) a transcript to verify passing the class by a grade of at least "C" or "pass".

3.5.3 Courses shall be directly related to the employee's position and designated to improve the employee's job skills. The employee will submit a course description, name of institution, and proposed cost of tuition and required texts prior to enrollment for approval.

3.6 Staff Development. The District agrees to set aside \$5,000.00 per year for training, education, and in-service programs for bargaining unit members as recommended by the Staff Development Committee. The Staff Development Committee shall consist of two (2) members designated by the Association and one (1) member of management.

3.7 District Training. The district shall offer bargaining unit members' job related training.

3.8 The District recognizes the benefit of having certain bargaining unit members who are proficient in language other than English. Therefore, an annual stipend will be paid to the bilingual employee meeting the following criteria:

- The school or district office where they work has a demonstrated need for their skills.

The need is defined by the following criteria:

1. The school (or department) has ten (10) or more students whose parents have indicated that the target language is primarily spoken in the home
2. The employee serves in one of the following jobs:
 - a. School Office Manager
 - b. School Office Manager Assistant
 - c. School Attendance Clerk
 - d. School Health Clerk
 - e. Secretary – Student Support Services
 - f. Secretary – Ed. Services (hired after 7/1/2015)
 - g. Community Preschool Lead Instructor
 - h. State Preschool Lead Instructor
 - i. Community Preschool Instructor
 - j. State Preschool Instructor
 - k. Transportation Foreperson
 - l. Sr. Driver/Driver Trainer
 - m. Bus Driver

3.8.1 Employee must pass District administered written and oral exam in order to be eligible for the stipend.

- Annual stipend of \$250 will be paid to bilingual bargaining unit members as defined, at the end of each school year.

ARTICLE 4
EMPLOYEE BENEFITS

4.1 The District shall provide negotiated insurance benefits, including vision insurance, as specified within the current master insurance contract(s) between the District and the insurance carriers. A summary of current benefits is available from the Human Resources Department upon request.

4.1.1 A full-time employee shall be eligible to receive the full District contribution of \$8,100.00 per year.

4.1.2 A part-time employee shall be eligible to receive a pro-rated District contribution of the yearly amount based upon the ratio of the part-time employee's assigned hours per work day to an eight-hour work day. The difference between the District's contribution and the premium for the coverages selected shall be paid for by the employee by payroll deduction.

4.1.3 Health Benefits Committee – A health and benefit Committee will be established with 30 days of the beginning of the school year. The committee, selected by each constituent group will be comprised of three (3) members from each of the following groups: CTA, CSEA and District Management. A chair and secretary will be elected from within the committee during the first meeting. The minutes from each meeting will be sent to the constituent's governing board and the Superintendent after each meeting.

- The mission of the committee will be to analyze district benefit plans and investigate alternative plans and providers with the purpose of reducing benefit costs to the district. The committee will report findings and make recommendations to the constituent groups each year.

4.2 Tax Sheltered Annuities. Payments from District contributions to tax sheltered annuities (TSA) shall not exceed \$2,153.20 per year for persons employed prior to September 1985. Persons hired after September 1985 shall not be eligible to use any part of the District contribution for tax sheltered annuities (TSA's), except as provided in paragraph 4.2.2.

4.2.1 Increased premiums and changes in coverage resulting in increased costs shall be taken from the amount allocated to the unit member's TSA, if any, to the extent possible.

4.2.2 A full time employee who annually provides proof of medical insurance coverage from another source may decline District insurance and elect to accept \$2500 cash in lieu of the District's maximum annual contribution for health benefits. This benefit shall be prorated for employees who work at least 50%, but less than 100% of a full time assignment and decline District insurance. Employees taking the cash in lieu will receive cash in lieu over ten monthly payments. Employees who work less than 50% of a full time assignment are not eligible for this benefit.

4.3 The District shall continue to contribute an employee's premium contribution, while on paid leave status, in the same manner as if the employee had remained in regular service.

4.3.1 Employees on District approved, non-paid leaves of absence may elect to continue coverage for themselves by mailing the entire premium payment, required for coverage, made payable to the Castaic Union School District.

4.3.2 The employee's insurance coverage, under the District's major insurance contract(s), shall be canceled if (1) the leave expires and the employee does not return to active duty or (2) a premium payment is not received by the District by the 1st of the month.

ARTICLE 5
GRIEVANCE PROCEDURE

The purpose of this procedure is to resolve disputes that may arise out of the application or interpretation of the terms of this Agreement. The District and the Association agree that these procedures will be kept as confidential as appropriate at any level of the procedure.

5.1 Participants in processing of grievances shall suffer no loss in pay if meetings or appointments are mutually scheduled by the District and the Exclusive Representative.

5.1.1 A grievant may elect to be represented by the Exclusive Representative and must inform the District in writing prior to the first meeting at which the representative is to appear on the grievant's behalf.

5.1.2 An employee may present his or her own grievance to the District and have the grievance resolved without the intervention of the Exclusive Representative. The resolution shall not be inconsistent with the terms of this Agreement. The District shall not agree to a resolution of the grievance until the Exclusive Representative has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response. The resolution of an individual grievance shall not establish a precedent with regard to the issue grieved.

5.2 At all levels of the grievance procedure, the grievant shall provide the Exclusive Representative with all details and copies of correspondence relative to the grievance.

5.3 Once a grievance has been initiated, all matters of dispute relating to it which occur during the processing of the grievance shall become a part of and be resolved in the grievance proceedings.

5.3.1 Once a grievance has been resolved or a final decision rendered, a grievant shall not be entitled to initiate a new grievance on any matter or occurrence which properly could have been included in the first grievance.

5.3.2 If a grievance arises at a level above the employee's immediate supervisor (e.g., matters related to wages, transfers affecting more than one school site), it shall be submitted at Formal Level Three. A grievance submitted pursuant to this section shall contain all of the information required at Formal Level One.

5.4 The time limits set forth in this Article may be extended or shortened only by mutual agreement of the grievant and the District. Failure of the grievant or the grievant's representative to adhere to the time limits of this Article shall constitute waiver of the grievance and acceptance of the District's action or decision at the appropriate level.

5.5 No reprisal of any kind will be taken by the District against any grievant or participant in the grievance procedure by virtue of such participation. All written materials pertinent to a grievance, except decisions resulting from final determinations or settlement, shall be filed separately from the personnel file of the grievant or any participant.

5.6 Until final disposition of the grievance takes place, the grievant shall conform to the original direction of the District.

Informal Step

5.7 The employee may discuss any potential grievance with the immediate supervisor. The immediate supervisor should attempt to resolve the grievance and should respond within five days of the meeting.

Formal - Level One

5.8 Within twenty (20) days of the occurrence of the alleged violation of the Agreement or within twenty (20) days of when the employee reasonably should have known of the alleged violation, the grievant shall present the grievance in writing on the District Grievance Form (Appendix Z) to the immediate supervisor.

5.8.1 The written grievance shall contain the following minimum information:

- The grievant's name;
- The date of filing;
- The date of the alleged violation;
- The specific article(s) or section(s) violated
- Brief description of the alleged violation; and
- The specific relief requested.

Grievances that do not contain the required information shall be rejected as being improperly filed. Such rejection shall not extend the time limits of this Article.

5.8.2 The grievant may request a conference with the immediate supervisor. The conference shall be held within ten (10) days of the request.

5.8.3 Within ten (10) days of receipt of the grievance by the immediate supervisor, or within ten (10) days of the conference if one is requested, a decision shall be communicated to the grievant in writing. If a decision is not issued within the time limit, the grievance is denied and the grievant may file for a review at Level Two.

Formal - Level Two

5.9 If the grievance is denied at Level One, a written request for a Level Two grievance review shall be filed with the school principal or chief administrator of the work site, if not the same person as the supervisor in Level One, within ten (10) days of the issuance of the Level One denial or the deadline for the Level One decision.

5.9.1 If the school principal or chief administrator of the work site is the grievant's immediate supervisor, the request shall be filed at Level Three.

5.9.2 The request for review shall contain all materials utilized in Level One, including a copy of the decision rendered, if any, and a statement of the reason for the request.

5.9.3 The school principal or chief administrator of the work site shall hold a conference with the grievant within ten (10) days of receipt of the written request. Within ten (10) days of the conference, a written decision shall be communicated to the grievant. If a decision is not issued within the time limit, the grievance is denied and the grievant may appeal to Level Three.

Formal - Level Three:

5.10 If the grievance is denied at the prior step, a written appeal shall be filed with the Superintendent or designee within ten (10) days of the issuance decision at the prior step or the deadline for the decision.

5.10.1 The appeal shall contain all materials utilized in the prior levels, including decisions rendered, if any, and a statement of the reason for the appeal.

5.10.1.1 Either party, on written notice given to the other party within two (2) days of the filing of the Level Three appeal, may request conciliation from the California State Conciliation Service in lieu of the meeting set forth in paragraph 5.10.2.

5.10.1.2 The conciliator shall attempt to find a mutually acceptable resolution to the grievance.

5.10.1.3 The conciliator shall not issue any public statements of fact or opinion on the issue.

5.10.1.4 The conciliation or settlement positions of either party shall not be introduced into any other grievance level.

5.10.2 If conciliation is not requested, the Superintendent or designee shall meet with the grievant and his or her representative, if the grievant so desires, within ten (10) days of receipt of the appeal.

5.10.3 Within ten (10) days of receipt of the appeal if conciliation is not requested, or within ten (10) days of the meeting between the Superintendent or designee and the grievant, a written decision and the reasons for such decision shall be transmitted to the grievant. If there is no response within the specified time limit, the grievance is denied and the grievant may proceed to the next level.

Formal - Level Four

5.11 The District and the Exclusive Representative agree that any employee grievance denied at Level Three shall be submitted to arbitration under the provisions of the Voluntary Labor Arbitration Rules of the American Arbitration Association at the request of the Exclusive Representative.

5.11.1 If the affected employee is satisfied with the Level Three decision, the Exclusive Representative is barred from instituting the arbitration procedure.

5.11.2 If the grievant is not satisfied with the disposition of his/her grievance at formal Level Three, he/she may, within ten (10) business days, request in writing that the Association appeal the grievance. The Association may, by written notice to the Superintendent or his designee within ten (10) business days after receipt of the request from the grievant, submit the grievance to arbitration. The Association and the District shall attempt to agree upon an arbitrator and if no agreement can be reached, the parties shall request the California State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing and arbitrating grievances in California public schools. Within ten (10) business days upon receipt of the panel names, the District and Association shall meet to alternately strike a name until only one (1) name remains. The last remaining name shall be the advisory arbitrator. The order of striking shall be determined by coin flip.

5.12 The arbitration shall be limited solely to the interpretation and application of this Agreement to the precise issue(s) submitted in the original filing and any procedural objections made by the respondent. The arbitration shall not determine any other issue(s).

5.13 The arbitrator shall submit a written decision, including findings of fact, reasoning, and conclusions on the precise issue(s) submitted. The arbitrator shall be limited as follows:

5.13.1 Where the District has made a judgment involving the exercise of discretion, the arbitrator shall review such judgment solely to determine whether it violated the Agreement. The arbitrator's judgment shall not be substituted for the District's judgment.

5.13.2 The arbitrator shall not add to, subtract from, amend, modify, or alter any provisions or procedures contained in this Agreement.

5.13.3 The arbitrator shall not issue statements of opinion or conclusions not essential to the determination of the issue(s) submitted.

5.13.4 The arbitrator's decision may include restitution, financial reimbursement, or other proper remedy, except fines or penalties.

5.14 The arbitrator's decision shall be submitted to the District and the Exclusive Representative for review and implementation.

5.15 The parties shall share the per diem and expense costs of the arbitrator and the AAA administration fee. Each party shall bear all other costs of its own case.

ARTICLE 6
DISCIPLINARY ACTION

6.1 The parties agree that informal corrective measures such as verbal warnings, evaluations, conferences, written warning notices, or letters to personnel files, are not disciplinary action as defined in this Agreement. While there is no requirement that disciplinary action be preceded by the informal corrective measures set forth above, the parties recognize the value of such measures and in no way intend to discourage or limit the use of such measures by this Article.

6.2 Causes for Disciplinary Action. A permanent classified employee shall be subject to disciplinary action for cause. The term "cause" shall include, but shall not be limited to the following:

- 6.2.1** Absence without leave.
- 6.2.2** Excessive, repeated, or unexcused absences or tardiness.
- 6.2.3** Failure or refusal to perform the normal and reasonable duties of the position.
- 6.2.4** Conviction of any criminal act involving moral turpitude.
- 6.2.5** Use of District time, facilities, equipment, or supplies for private sale or trade.
- 6.2.6** Disorderly or immoral conduct.
- 6.2.7** Dishonesty
- 6.2.8** Theft of District property, including misappropriation or mishandling of District or student body funds resulting in loss.
- 6.2.9** Insubordination.
- 6.2.10** Incompetency or inefficiency.
- 6.2.11** Duplication of any key to a District facility without proper authorization.
- 6.2.12** Neglect of duty.
- 6.2.13** Negligence or willful damage to public property or waste of public supplies or equipment.
- 6.2.14** Participation in any business activity or enterprise that is clearly in conflict with, and/or negatively impacts the duties of the position.
- 6.2.15** Violation of or refusal to obey the school laws of the state or reasonable regulations prescribed by the State Board of Education or by the Board of Trustees.
- 6.2.16** Persistent violation of or refusal to obey safety rules or regulations made applicable by the Board or by an appropriate state or local government agency.

- 6.2.17** An employee who fails to report to work for five (5) consecutive days without proper notification to the school shall be deemed to have abandoned his/her position. However, for ten (10) days following the first day of absence, if the employee provides a satisfactory explanation to the Superintendent or designee of the cause/reason of his/her absence, with the consent of the Board of Trustees, disciplinary action may be withdrawn, or if discipline has been implemented, the employee may be restored to his/her position.
- 6.2.18** Possession and/or consumption of alcoholic beverages or intoxication on District premises or while on duty at any location.
- 6.2.19** Possession of, consumption of, or intoxication due to the use of any narcotic, restricted dangerous drug, or other controlled substance which is regulated by the California Uniform Controlled Substances Act on District premises or while on duty at any location, unless such possession is under a valid written prescription except that neither a written prescription nor a doctor's recommendation shall authorize possession, consumption, or being under the influence of marijuana while on District property or while the employee is performing services for the District.
- 6.2.20** Unauthorized use of another employee's password to gain access to the District computer system.
- 6.2.21** Suspension, revocation, or expiration of any license or certificate which is required by local, state, or federal rules and/or regulations for the employee's performance of job duties.
- 6.2.22** Act of physical violence, threat of violence, and/or verbal attacks directed against a student, parent, employee of the District, or any other person.
- 6.2.23** Possession of a firearm on District property.
- 6.2.24** Repeated, personal, non-emergency use of a cellular telephone at a time when the employee is being paid to provide services (excluding paid break time).
- 6.2.25** Discrimination or retaliation against, or harassment of, a student, parent, employee of the District, or any other person based upon race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, gender or perceived gender, age, or sexual orientation.
- 6.2.26** Sexual touching, overtures or language directed at a student or any other person.
- 6.2.27** Other cause deemed sufficient by the District.

6.3 No disciplinary action shall be taken for any cause which arose prior to an employee becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

6.4 Any matter which may result in discipline shall be reported to the Superintendent or designee and the CSEA President.

6.4.1 The Superintendent or designee, shall investigate the matter. As a part of the investigation, the employee and the CSEA President shall be given written notification of the nature of the allegations. Further, the employee and a representative (if requested by the employee) will be provided an opportunity to meet with the Superintendent or designee to discuss the matter prior to the completion of the investigation. At that time, the employee may respond to the allegations and comment on the appropriate disposition.

6.4.2 Within five (5) days of the conclusion of the investigation, the Superintendent or designee shall give the employee and the CSEA President a written Notice of Proposed Disciplinary Action. The Notice shall be served upon the employee personally and shall be signed for and dated upon receipt or shall be sent by United States certified mail, return receipt requested, addressed to the employee at his or her last known address.

6.4.2.1 The Notice shall inform the employee of the charges as well as the effective date of discipline, which shall be not less than six (6) days after service of the Notice.

6.4.2.2 The Notice shall contain a statement in ordinary and concise language of the specific acts and omissions upon which the disciplinary action is based, a statement of the cause for the action taken, and, if it is claimed that an employee has violated a rule or regulation of the public school employer, such rule or regulation shall be set forth in said notice.

6.4.2.3 The Notice shall inform the employee of the right to demand an appeal hearing before the Board of Trustees and the time in which the hearing must be demanded, which shall be not less than five (5) days after service of the Notice.

6.4.2.4 The Notice shall also contain a form, the signing and filing of which shall constitute a demand for hearing and denial of all charges. The employee must file the demand and denial form in the District Personnel Office not later than 4:00 p.m. on the workday designated in the Notice. Failure to file the demand and denial prior to the deadline constitutes a waiver of any right to an appeal and the discipline shall be final.

6.4.2.5 If the employee files the demand and denial form, the following procedure shall apply:

- The burden of proof to support the discipline rests with the District. The employee, and a representative if the employee desires, may present evidence or argument to the Board of Trustees (or a Hearing Officer appointed by the Board) prior to the Board making a decision.
- Following the appeal hearing, the Board shall adopt, modify, or reject the discipline.
- The Board's decision shall be in writing and shall set forth the finding of facts, conclusions, and reasons for the Board's determination.
- If the Board either modifies or rejects the discipline, the employee's personnel records shall be adjusted to reflect the Board's decision.
- The decision of the Board of Trustees shall be final.

6.4.3 When the Superintendent or designee determines that the needs of the District so require, an employee may be suspended immediately, with or without pay, prior to the completion of the procedures set forth in paragraph 6.4 through 6.4.2.5 above. In such case, the suspension and any denial of compensation shall be an issue in the appeal hearing before the Board, if one is requested by the employee.

6.5 Nothing contained herein shall prevent the Superintendent from recommending or the Board of Trustees from ordering dismissal instead of other discipline for conduct set forth in paragraph 6.2, inclusive, including conduct for which disciplinary action has been previously imposed.

6.6 It is expressly agreed that disciplinary actions set forth herein are not subject to the grievance procedures contained in this Agreement.

ARTICLE 7
SAFETY AND OTHER CONDITIONS OF EMPLOYMENT

7.1 Non-Discrimination. No employee shall be appointed, reduced, removed, or in any way favored or discriminated against because of his or her race, national origin, religion, or marital status and, to the extent prohibited by law, no person shall be discriminated against because of age, sex, or physical handicap.

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

7.3 Employees shall be provided coverage under the terms and conditions of the District Worker's Compensation Program and illness leave provision for any injury or illness arising out of or in the course of their employment.

7.4 Each employee shall be responsible for submitting written recommendations to the District regarding the maintenance of safe working conditions, facilities and equipment, repairs and modifications, training, and other practices designed to insure compliance with applicable standards of the California Occupational Safety and Health Act, California State Compensation Insurance Fund, and the provisions of the school district fire and liability insurance programs.

7.5 Declared Emergency. When it is determined by the District that emergency conditions necessitate the closure of one or more sites, or regular schedules altered, a reasonable effort will be made to notify affected bargaining unit members. When a single site is affected by a Declared Emergency/Natural Disaster, affected bargaining unit members may be temporarily reassigned to other sites or asked to remain on duty as authorized by the Superintendent, Assistant Superintendent or their immediate supervisor.

7.6 Mileage Reimbursement. Employees performing job required travel involving the use of their own vehicle shall be reimbursed for mileage at the rate established by the IRS. On-going mileage reimbursement shall be preapproved by the Superintendent or designee.

ARTICLE 8
LEAVES OF ABSENCE

8.1 Employees are eligible for paid and unpaid leaves of absence as summarized in this Article. Compensation for a day of paid leave shall be the same as that which the employee would have received had he or she been at work on that day.

8.1.1 Each regular classified employee is eligible for paid and unpaid leaves of absences as provided by this paragraph:

EDUCATION CODE LEAVES

- Regular Sick Leave: Paid leave available for illness or injury with unlimited accumulation or for pregnancy and childbirth (Education Code sections 45191 and 45193), earned on the basis of 12 days per fiscal year for an employee who works five (5) days per week, and 12 months per year. A part-time employee earns a pro-rata amount of leave based upon his or her regular assigned hours. Pursuant to the provisions and requirements of Education Code section 45202, an employee may transfer his or her unused sick leave from another school employer to this District
- Additionally Earned Paid Sick Leave: Employees who, in their regular duties, earn less than twenty-four (24) total hours of paid sick leave per year shall accrue additional paid sick leave (for additional hours worked) at the rate of one (1) hour of additional paid sick leave for every thirty (30) additional hours worked. This accrual of additionally earned paid sick leave will begin after the employee has already worked all of the hours required to earn the paid sick leave that was originally given in the paragraph above entitled "Regular Sick Leave." The determination of the number of required work hours needed before additional paid sick leave accrual can begin will be based on the formula "***average # of daily work hours in a week***" multiplied by "***the employee's # of normally scheduled work days per year***". Employees eligible for this additionally earned paid sick leave shall accrue no more than twenty-four (24) total hours (additionally earned paid sick leave combined with regularly earned paid sick leave) of paid sick leave in a single year.
- ***The "average # of daily work hours in a week" is determined by taking an employee's "total normally scheduled work hours in a week" divided by "five (5)."***

- Extended Sick Leave: A total of up to one hundred (100) work days of paid leave per school year (in addition to the employee's earned and accumulated sick leave) at 50.00% of the employee's daily rate of pay (Education Code section 45196). An employee may request that earned and available vacation time and/or compensatory time off credit be applied in order to enhance the 50.00% pay amount. If an employee exhausts the one hundred (100) days before the end of the school year, the employee shall be placed on a 39-month re-employment list. Return to duty shall be as provided by Education Code section 45195.
- Personal Necessity Leave: Up to ten (10) days of paid leave per year upon prior approval, charged to the current year's accrual of Sick Leave (Education Code section 45207). A request for prior approval shall be made as far in advance of the leave as possible. In no case shall the leave be used merely for an extension of a holiday or vacation or for purely personal convenience, nor shall it be used for or as a result of a strike, work stoppage, work slowdown, or any other labor disturbance.
- Bereavement Leave: An employee shall be granted up to three (3) days for bereavement purposes upon the death of any member of the employee's immediate family as defined in Appendix D of the CBA. If out of state travel is required, or in-state travel of three hundred (300) miles or more, two (2) additional days shall be allowed. No deduction shall be made from the employee's salary, nor shall such leave be deducted from any other leave to which the employee is entitled. Additional days of absence beyond those described herein may be provided under the terms of personal necessity leave provision of Article VIII.
- Industrial Accident and Illness: Up to 60 days of paid leave per occurrence to be used prior to regular sick leave (Education Code section 45192) for an approved workers' compensation claim.
- Jury Duty Leave: Paid leave for the actual time required for regular jury service (Education Code section 44037).
- Catastrophic Leave Program: An employee who has exhausted all full paid sick leave and any earned and available full-paid vacation or compensatory time credits may apply for "Catastrophic Illness/Continuation of Pay" benefits (Education Code section 44043.5).

NON-EDUCATION CODE LEAVES

- Family Medical Leaves: Unpaid leave that provides up to 12 weeks in a 12-month period. Benefit levels and required time of service are as provided by applicable provisions of California statutes or Federal law.
- Family Sick Leave: Up to six (6) days of leave per calendar year for an eligible employee to attend to the illness of a parent, child, or spouse, charged to the employee's Regular Sick Leave balance (Labor Code section 233).
- Subpoenaed Witness Leave: Paid leave for the actual time required to comply with a subpoena or other court order as a witness in any judicial proceeding (Labor Code section 230).
- Military Leave: Unpaid leave as provided by Military and Veterans Code section 395.

DISTRICT-GRANTED LOCAL LEAVES

- Adoption Leave. An employee who adopts a child shall be eligible for a maximum of ten (10) days of leave with pay at an amount equal to the difference between the employee's regular pay and any amount paid to a substitute.
- Personal Business Leave. Up to two (2) days of paid leave per year upon prior approval, charged to the current year's accrual of Sick Leave. A request for prior approval shall be made as far in advance of the leave as possible. The employee is not required to state a reason for the leave. In no case shall the leave be used for or as a result of a strike, work stoppage, work slowdown, or any other labor disturbance.
- Retraining and Study Leave. A leave of absence for study/retraining may be granted to any member of the bargaining unit.
- General Leave. When no other leaves are available as a matter of right or contract, a leave of absence may be granted to an employee on a paid or unpaid basis upon any terms and conditions acceptable to the employee and the District.
- Association Conference Leave. A total of ten (10) days release time, with pay, shall be available for chapter delegates to attend the CSEA Annual Conference. CSEA will ensure that there is no adverse impact on the District's ability to prepare for the opening of schools.

- Leave Bonus Program. An employee who served in paid status for at least 75% of his or her assigned work year and used no more than a total of two (2) Sick Leave, Personal Necessity Leave, or Personal Business Leave days in any combination during that year shall have two (2) additional sick leave days credited to his or her accumulated sick leave balance as of July 1 of the succeeding school year.

8.1.2 The leaves of absence listed in this paragraph and others are established and governed by provision of various California statutes, Federal law, or District policy.

8.2 Unless specifically required by the Education Code, the utilization of any leave of absence that is granted to employees by other California statutes or Federal law (e.g., California Family Rights Act, Federal Family and Medical Leave Act of 1993) shall not serve to extend the maximum period of time on leave of absence to which an employee is entitled prior to being placed on a 39-month re-employment list.

8.3 The District and the Exclusive Representative understand and agree that some of the leaves granted by law (including those listed above) specifically define those family members to which a given leave applies. In that case, the specific definition of the persons covered by the leave shall be applicable.

8.4 Except for the issues of whether (1) a listed leave was improperly denied; (2) the amount of leave time was incorrectly calculated; or, (3) a written notice requiring verification of the use of leave was issued without cause, no grievance may be filed or maintained with regard to the listed leaves.

8.5 Except as otherwise provided by law, the Employer's contribution to the District's Health Benefits Program on behalf of an employee who has been granted an unpaid leave of absence terminates on the first day of the month following the month in which the unpaid leave commenced. An employee may maintain eligibility for the Health Benefits Program coverage by making direct payment of the required amount to the Employer on the schedule established by the Employer.

8.6 The process for application and approval of leaves granted pursuant to this Article (including required verifications) shall be consistent with prior practices.

ARTICLE 9
HOLIDAYS

9.1 The District and Association agree that full time employees shall have 14 paid holidays during the term of this Agreement. Paid holidays are:

- New Years Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Admissions Day (in lieu - scheduled at another time)
- Veterans Day
- Thanksgiving Day and the Friday after
- Christmas Day
- Three days scheduled during Winter Break

Whenever a holiday falls on a Saturday, the preceding Friday shall be holiday. Whenever a holiday falls on a Sunday, the following Monday shall be the holiday.

9.1.1 An employee who is assigned to work on a designated holiday shall receive his or her regular rate of pay for the holiday plus time and one-half for all hours worked.

9.1.2 The schedule of holidays for the applicable school year is incorporated as Appendix C to this Agreement.

**ARTICLE 10
VACATIONS**

10.1 Vacation shall be earned from an employee's first date of paid service. A 12-month employee earns paid vacation time. Except as provided in paragraph 10.xx, below, an employee who is not employed on a twelve (12) month basis earns vacation pay in lieu of vacation time.

10.1.1 Twelve-month employees who were hired prior to July 1, 1999 earn paid vacation time as follows:

- Date of hire through five years: 1.00 day per month (12 days per school year)
- Six years through ten years: 1.25 days per month (15 days per school year)
- Eleven through fifteen years: 1.50 days per month (18 days per school year)
- Sixteen years or longer: 1.75 days per month (21 days per school year)

10.1.2 Twelve-month employees who were hired on or after July 1, 1999 earn paid vacation time as follows:

- Date of hire through ten years: 1.00 day per month (12 days per school year)
- Eleven through twenty years: 1.50 days per month (18 days per school year)
- Twenty-one years or longer: 1.75 days per month (21 days per school year)

10.1.3 An employee who earns vacation time off and who is in paid status for less than one-half of the working days in any given month shall be credited with .03846 hours of vacation time for each hour of paid service, exclusive of overtime.

10.1.4 Vacation time off may be taken only with written approval of the employee's supervisor. An employee is not eligible to take vacation time off until he or she has achieved permanent status in the District.

10.1.4.1 Pay for vacation time off shall be the same as that which the employee would have received had he or she been in a regular status.

10.1.4.2 When a paid holiday falls during an employee's vacation time off, the employee shall receive holiday pay and his or her vacation balance shall not be charged for the day.

10.1.4.3 An employee may interrupt his or her vacation in order to utilize another paid leave as provided by Education Code Section 45200. Acceptable verification for use of the leave may be required by the District.

10.1.4.4 An employee shall utilize annual vacation benefits within six (6) months of the end of the fiscal year in which the vacation was earned. For the efficiency of the District operation an employee may be required to accept monetary compensation in lieu of paid vacation time off.

10.1.5 Employees who earn vacation pay in lieu of vacation time, are compensated at their regular hourly rate of pay on the basis of the employee's regular assigned hours per day (including holidays and paid leaves, but excluding overtime) at the following rates:

10.1.5.1 Employees who were hired prior to July 1, 1999:

- Date of hire through five years: .04615 hours of pay per hour
- Six through ten years: .05769 hours of pay per hour
- Eleven through fifteen years: .06923 hours of pay per hour
- Sixteen years or longer: .08077 hours of pay per hour

10.1.5.2 Employees who were hired on or after July 1, 1999 earn paid vacation time as follows:

- Date of hire through ten years: .04615 hours of pay per hour
- Eleven through twenty years: .06923 hours of pay per hour
- Twenty-one years or longer: .08077 hours of pay per hour

10.1.6 An employee whose first date of paid service to the District is prior to January 1, 2007 and who is not employed on a twelve (12)-month basis shall continue to earn vacation time off at the applicable pro-rata level.

10.1.6.1 Such employees shall be required to take paid vacation leave during the year it is earned as provided in the employee work calendar established By the District.

ARTICLE 11
VACANT POSITIONS

11.1 Posting of Notices. Notice of all job vacancies within the bargaining unit shall be posted on bulletin boards in prominent locations at each District work site.

11.1.1 The job vacancy notice shall be distributed to all sites for posting and placed on the district web site for a minimum period of six (6) full business days, during which time employees within the unit may file for the vacancy. Any bargaining unit employee on recess, or leave during the period of the posting shall receive a copy of the notice via district email and notification via automated voice message the first day of the posting. Any bargaining unit member on layoff shall receive a copy of the notice via personal email and notification via automated voice message the first day of the posting if personal information has been provided.

11.1.2 The job vacancy notice shall include: The job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.

11.2 Any employee in the bargaining unit may file for a posted vacancy by submitting written notice to the personnel department within the filing period. Any bargaining unit employee on leave or vacation may authorize his or her Job Representative to file on the employee's behalf.

11.3 Employees in the bargaining unit shall be given first consideration in filling any job vacancy. As such, each employee who files for a posted position and meets the minimum qualifications shall receive an interview. If the District determines to hire from the ranks of current employees and two or more employees are deemed to be equally qualified, the most senior employee applicant shall receive the job.

11.3.1 Bargaining unit members shall not be considered for multiple positions that would cause the bargaining unit member's combined hours to total four (4) or more. If an additional position would increase an employee's combined total hours to four (4) or more (or would result in a noon duty holding an additional position outside of the noon duty job description), the employee shall be asked to choose employment in one position only. Any consideration for an exception to 11.3.1 shall be discussed with the bargaining unit.

11.4 Hiring for Non-work Year Positions (including Summer School and Intersession) will follow the vacant position protocols of this article.

ARTICLE 12
EVALUATION PROCEDURES

12.1 The probationary period shall be nine (9) months. Probationary employees should receive at least three (3) formal, written performance ratings, on District approved forms during the probation period. Unless the employee is released from employment, ratings should be completed by the end of the third, fifth, and eighth month of service. Permanent classified employees shall receive at least one (1) formal written performance rating on District approved forms each year. These ratings shall be completed by the end of the employee's service year.

12.1.1 The rating shall be completed and signed by the employee's designated evaluator. The rating form shall contain information bearing on employee performance related to the evaluation criteria established by the District. The data gathered relative to employee appraisal shall be in conformity with the employee's job description, as prescribed by the District.

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

12.1.3 The employee shall receive a written copy of the performance rating forms described herein at a personal conference conducted by the evaluator, and proof of the transmission of the rating to the employee shall be established by the evaluator. The employee may attach a written response to the performance evaluation. Such written response by the employee shall be reviewed by the evaluator prior to placement in the employee's personnel file.

12.1.4 In the event that a unit member receives an unsatisfactory performance rating, the evaluator shall attempt to schedule a time to discuss the unit member's ongoing performance at or near the three month mark following the initial personal conference. This review is not a formal performance rating and is only meant to discuss progress (or lack thereof), answer questions, etc. on areas noted as unsatisfactory in the prior performance rating. The current evaluation form will be used to document this conference.

12.1.5 If a probationary employee is granted or requires a leave of absence, for thirty(30) consecutive calendar days or more during the probationary period, the probationary status stops during the leave and continues upon the return of the employee to full working status. The employee's total probationary period and frequency of performance

ratings (during the probationary period) shall be adjusted to account for the additional time required as probationary due to this stoppage of their probationary status.

12.2 A permanent employee may be evaluated at any other time if exemplary or unsatisfactory service is noticed.

12.3 Any unsatisfactory performance rating which contains a recommendation to deny a permanent employee any forthcoming annual or longevity salary increment shall be presented to the employee not later than sixty (60) days prior to the effective date of the salary increment. Corrective measures must be included in or attached to the document provided to the employee.

12.4 The evaluator's judgment and recommendations contained in the evaluation appraisals described herein shall not be subject to the Grievance Procedure (Article 5) contained in this Agreement.

Personnel Records.

12.5 All personnel files are confidential to the extent provided by law.

12.5.1 Ratings, reports, or records shall not be available for inspection by employees if they are obtained prior to the employment of the person involved, prepared by identifiable examination committee members, or obtained in connection with a promotional examination. However, non-credentialed employees shall have access to any numerical scores obtained as a result of written examinations. (Education Code section 44031)

12.5.2 Except for the ratings, reports or records specified above as not open to inspection, employees shall be notified whenever derogatory information is to be placed in their personnel files. Any employee so notified may ask to review and comment on the contents. Such a review shall take place during normal school hours. The employee shall be released from duty for this purpose without a salary reduction. All other written materials filed in personnel records shall be made available for inspection by the employee at an off-duty time. Inspection shall take place in the presence of an administrator.

ARTICLE 13
RIGHTS OF THE EXCLUSIVE REPRESENTATIVE

CSEA shall have all rights afforded the Exclusive Bargaining Representative by the Education Employment Relations Act (SB 160 RODDA) in addition to the rights contained in any other portion of this Agreement, including but not limited to:

Association Dues

13.1 The District shall deduct the dues in accordance with the dues and service fee schedule from the wages of all employees who, after the date of execution of this Agreement, become members of CSEA and submit to the District a dues authorization form.

Service Fees

13.2 CSEA and the District agree that each employee in the bargaining unit should contribute equally toward the cost of administration of this Agreement by CSEA and for the representation of employees in the bargaining unit by CSEA. It shall be the responsibility of CSEA to enforce the provisions of this Article. Employees in the bargaining unit who are not members of CSEA on the effective date of this Agreement and employees who hereinafter come into the unit shall, either within thirty (30) days of the date of this Agreement or their employment, apply for membership and execute a dues authorization for dues deduction or service fee on the form provided by CSEA as set forth in the CSEA dues and service fee schedule. However, nothing contained herein shall prohibit an employee from paying service fees directly to CSEA.

13.2.1 Religious Objection. Any employee covered by this Agreement who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment, except that once such employee has submitted evidence to CSEA which proves that he or she sincerely holds such beliefs shall be required in lieu of a service fee, to pay sums equal to such service fee either to a non-religious, non-labor organization, charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code.

13.2.2 Deduction and Payment of Charitable Contributions. Any employee who belongs to a religious body described herein shall, within thirty (30) days of the date of this Agreement or their employment, present proof to CSEA that they are a member of such religious body and shall execute a written authorization for the payroll deduction in an amount

equal to the service fee payable to one of the organizations chosen by CSEA Chapter #401, or in the alternate, such employee shall provide proof to the District and CSEA that such payments have been made on an annual basis as a condition of continued exemption from the requirement of financial support to the exclusive representative. If such employee who holds conscientious objections pursuant to this section request the employee organization to use the grievance procedure or arbitration procedure on the employee's behalf, the employee organization is authorized to charge the employee for the reasonable cost of using such procedure.

Bargaining Unit Information

- 13.3** The Association shall be provided a seniority list covering all bargaining unit positions at least twice per year upon written request. In addition, upon written request, the Association shall be provided with a copy of District information that is related to the Association's role as the Exclusive Representative of the classified employee bargaining unit.
- 13.4** The right to review employee's personnel files and any other records dealing with employees when accompanied by the employee or upon presentation of a written authorization signed by the employee.
- 13.5** The right to receive upon request, without cost, copies of any and all materials related to wages, hours and other terms and conditions of employment which are relevant for CSEA to fulfill its duties and obligations as the exclusive representative of bargaining unit employees covered by this Agreement.
- 13.5.1** The right to review, at reasonable times, any material in the possession of or produced by the District which relates to wages, hours, and other terms and conditions of employment for bargaining unit employees.
- 13.6** The Association and its members will have the right to make use of school equipment, buildings and facilities during business hours for the purpose of meetings concerned with the exercise of the rights guaranteed by this chapter. Requests for facilities use will be made using District Facilities Use forms (Ed Code 3543.1b).
- 13.7** The Association will have the right to post notices of activities and matters of Association concern on Association bulletin boards at each work site frequented by bargaining unit members. The Association shall have access to use the District mail service and bargaining unit member mailboxes for communications to unit members.

- 13.8** Unit members who work past 4:00 p.m. will be granted release time to attend chapter meetings when voting on contractual matters will occur or information of significant importance will be discussed. Arrangements will be made in advance with member's supervisor.
- 13.9** CSEA negotiations team members shall have a reasonable amount of released time without loss of District compensation when meeting and negotiating during business hours. Team members shall be compensated at their normal rate of pay. CSEA evening shift team members shall be provided substitutes for the amount of time spent in negotiations.
- 13.10** The CSEA President and/or Union Steward shall have reasonable periods of released time without loss of District compensation when processing grievances or disciplinary matters. They shall be compensated at their normal rate of pay.

ARTICLE 14
TRANSPORTATION

14.1 Annual Route Assignments - Bidding Procedures. Daily bus routes shall be bid by permanent drivers on an annual basis by bargaining unit seniority. The driver with the greatest seniority shall select his or her route first. The bidding shall proceed in descending order of seniority until the bidding process is completed. Seniority for this Article shall be defined as date of hire as a permanent driver. A "route" is a daily period of work with starting and ending time(s).

14.1.1 The annual bidding process shall take place prior to the start of the school year. The District and/or Transportation Foreperson shall notify all permanent drivers at least fourteen (14) days prior to the date of bidding of the date, time, and place of the bidding. The notice shall be sent in writing by regular mail. Drivers are responsible for maintaining their current addresses and telephone numbers on file with the District.

14.1.2 For all bidding purposes, a driver may select a proxy bidder to bid in his or her place. The proxy bidder must be authorized by the driver in writing or by phone to the Transportation Foreperson and/or the District prior to the bidding.

14.1.3 Regular daily bus routes that are offered for bidding shall remain intact for the entire school year, except for a reduction and/or increase of twenty (20) minutes, or as provided in sections 14.1.4 and 14.1.5 of this article.

14.1.4 When a regular daily route becomes vacant during the school year, that route shall be offered for bidding. Routes with changes of more than twenty (20) minutes shall be considered vacancies for the purposes of this provision. Bidding shall take place among those drivers whose assigned routes at the time of the vacancy are either equal to or less than the number of hours of the open and available route. Changes in route work time may be due to situations such as changes in school configuration and/or student attendance.

14.1.5 The District may make temporary exceptions to these provisions when the safety of pupils and their timely transportation is in jeopardy due to emergency conditions which the District could not have foreseen and/or avoided.

14.1.6 Kindergarten runs are considered regular routes or part of regular routes.

14.2 Extra Hours/Overtime. Extra hours and overtime shall be offered on a rotational basis to those permanent drivers who have signed up to be on the "Extra Hours/Overtime" list, by bargaining unit seniority beginning at the start of the school year.

14.2.1 At any time during the year the rotation stops for lack of assignments or extra trips, the next round of assignments or extra trips will resume with the next driver in it shall be offered to the next driver in rotation who can complete the trip within an eight-hour workday, with the understanding that if there are no available drivers for any reason, a driver who would go over the eight (8) hour limit, may have the opportunity to drive.

14.2.2 Extra assignments are defined as any assignment over and above the regular daily routes. Extra assignments include, but are not limited to cleaning, transporting buses to the washing facility, fueling of buses, transferring of buses to or from outside repair facilities, miscellaneous office duties, substituting for absent drivers, extension of regular routes, field trips and/or other assignments as needed.

14.2.3 Overtime for bargaining unit drivers shall be subject to provisions under Article 2.6.

14.2.4 When a driver works only part of their route such as only AM or PM, their mid-day run will be bid by bargaining unit drivers in accordance with section 14.2. If no permanent driver bids the mid-day run, then it will be offered to the substitute driver.

14.3 Summer Routes. Any summer bus routes which may be available shall be bid by bargaining unit drivers in accordance with Section 14.1.

14.4 Temporary Vacancies. The District shall make reasonable efforts to employ substitute drivers to drive when regular drivers are absent. When a substitute is hired, the substitute shall drive the entire daily scheduled route of the absent driver.

14.4.1 The District will make a good faith effort to maintain a pool of substitute drivers. In the event that a substitute driver is not available to drive the route of an absent driver, the Transportation Foreperson may drive the route.

14.4.2 When employing a substitute driver to fill a vacancy which has been caused due to layoff or reduction of hours, the district will first offer the vacancy to the most senior laid off driver (who is a substitute). Seniority of laid off drivers (who are substitutes) will be followed when offering substitute work.

14.5 Special Education Schedule. Special education drivers shall work the SELPA calendar and be provided holidays as scheduled by that calendar. The operation of this provision shall not cause a reduction in the total number of paid holidays provided by this contract; however, the days the holidays are observed may be different from this contract or the District calendar.

14.6 Licenses. The District shall reimburse employees for expense incurred in renewal of school bus driving licenses and physicals. The District shall compensate employees at the appropriate rate for attendance at Saturday and evening classes which are required for the renewal of school bus driving licenses. The District will reimburse employees for Red Cross classes and certificates.

ARTICLE 15
NOON DUTY AIDES WHO DO NOT HOLD A CLASSIFIED POSITION IN THE
CASTAIC UNION SCHOOL DISTRICT

15.1 Recognition (CBA Article 1)

This Article 15 shall apply to non-classified noon duty aides who do not also hold a classified position. Such employees are included in the bargaining unit. They shall have the rights and obligations only as afforded by this Article 15, rather than the rights and obligations stated in the remainder of this Agreement.

15.2 Duty Hours (CBA Article 2)

CBA Article 2 Sections 2.1, "Work Year," 2.2.2, 2.3, "Work Day," 2.6.3, and 2.7, "Job Assignment Information", shall apply to noon duty aides who do not hold a classified position. The remaining portions of this Article shall not apply to noon duty aides who do not hold a classified position.

15.2.1 Work Year. (2.1) The assigned work year for each classified employee shall be as set forth in the Job Description for the employee's position.

15.2.2 Work Week. (2.2.2) The District retains the right to extend the regular work day or work week when it is deemed necessary to carry out the District's business.

15.2.3 Work Day. (2.3) The work day for all employees shall be established and regularly fixed by the District.

15.2.4 (2.6.3) Employees whose regular assignment is five (5) consecutive work days averaging less than four (4) hours per day shall be compensated at the overtime rate for any work on the seventh (7th) day.

15.2.5 Job Assignment Information. (2.7) Upon initial employment and each change in classification or assigned days and/or hours of work each affected employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his or her position, a statement of the duties of the position, a statement of the employee's regular work site, regularly assigned work shift, the hours per day, days per week, and months per year.

15.3 Salary

CBA Article 3 Section 3.1.4, "Payroll Schedule", shall apply to noon duty aides who do not hold a classified position.

15.3.1 The Salary Schedule for non-classified noon duty aides is attached to this Agreement as Appendix A1.

15.3.1.1 A longevity bonus of 4% shall be added to any employee's salary during the 8th, 9th, 10th, 11th, 12th, and 13th years of service.

15.3.1.1.1 A longevity bonus of 8% shall be added to an employee's salary during the 14th, 15th, 16th, and 17th years of service.

15.3.1.1.2 A longevity bonus of 12% shall be added to an employee's salary during the 18th and subsequent years of service.

15.3.1.1.3 The longevity bonuses are added to the amounts shown under Step 5 of the Salary Schedule and are not cumulative.

15.3.1.2 Salary Step Advancement. Persons employed between July 1st and March 1st of a fiscal year shall advance to the next salary step on July 1st next following the date of their employment. Persons employed between March 2nd and June 30th of a fiscal year shall advance to the next salary step on July 1st of the fiscal year following, beginning after their first full year of employment. Example: persons employed between March 2, 2007 and June 30, 2007, advance to the next salary step on July 1, 2008.

15.3.1.3- (3.1.3) Usually, a new employee shall be paid at the first step for the classification on the Salary Schedule. However, a new employee who has acceptable outside experience may be given credit for the experience by placement on an added step for each year of experience, to a maximum of Step 3. Acceptable outside experience may include prior work history, applicable certifications not required in the job description and/or college degrees. Acceptability of experience shall be determined by the District.

15.3.1.4 Payroll Schedule. (3.1.4) Payroll processing services are provided by the Los Angeles County Office of Education. Employees are paid on the 10th and 25th of each month.

15.3.2 Staff Development. (3.6) The District agrees to set aside \$5,000.00 per year for training, education, and in-service programs for bargaining unit members as recommended by the Staff Development Committee. The Staff Development Committee shall consist of two (2) members designated by the Association and one (1) member of management.

15.3.3 Compensation upon Promotion. The employee shall retain his or her anniversary step placement and shall be placed on the same step of the new salary range as previously held.

15.3.4 District Training. (3.7) The district shall offer bargaining unit members' job related training.

The remaining portions of this Article shall not apply to non-classified noon duty aides.

15.4 Employee Benefits

No section of CBA Article 4 shall apply to noon duty aides who do not hold a classified position.

15.5 Grievance Procedure

CBA Article 5 Sections 5.1 through 5.8.3 shall apply to noon duty aides who do not hold a classified position.

15.5.1 (5.1) Participants in processing of grievances shall suffer no loss in pay if meetings or appointments are mutually scheduled by the District and the Exclusive Representative.

15.5.1.1 (5.1.1) A grievant may elect to be represented by the Exclusive Representative and must inform the District in writing prior to the first meeting at which the representative is to appear on the grievant's behalf.

15.5.1.2 (5.1.2) an employee may present his or her own grievance to the District and have the grievance resolved without the intervention of the Exclusive Representative. The resolution shall not be inconsistent with the terms of this Agreement. The District shall not agree to a resolution of the grievance until the Exclusive Representative has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response. The resolution of an individual grievance shall not establish a precedent with regard to the issue grieved.

15.5.2 (5.2) At all levels of the grievance procedure, the grievant shall provide the Exclusive Representative with all details and copies of correspondence relative to the grievance.

15.5.3 (5.3) Once a grievance has been initiated, all matters of dispute relating to it which occur during the processing of the grievance shall become a part of and be resolved in the grievance proceedings.

15.5.3.1 (5.3.1) Once a grievance has been resolved or a final decision rendered, a grievant shall not be entitled to initiate a new grievance on any matter or occurrence which properly could have been included in the first grievance.

15.5.3.2 (5.3.2) If a grievance arises at a level above the employee's immediate supervisor (e.g., matters related to wages, transfers affecting more than one school site), it shall be submitted at Formal Level Three. A grievance submitted pursuant to this section shall contain all of the information required at Formal Level One.

15.5.4 (5.4) The time limits set forth in this Article may be extended or shortened only by mutual agreement of the grievant and the District. Failure of the grievant or the grievant's representative to adhere to the time limits of this Article shall constitute waiver of the grievance and acceptance of the District's action or decision at the appropriate level.

15.5.5 (5.5) No reprisal of any kind will be taken by the District against any grievant or participant in the grievance procedure by virtue of such participation. All written materials pertinent to a grievance, except decisions resulting from final determinations or settlement, shall be filed separately from the personnel file of the grievant or any participant.

15.5.6 (5.6) Until final disposition of the grievance takes place, the grievant shall conform to the original direction of the District.

15.5.7 Informal Step (5.7) The employee may discuss any potential grievance with the immediate supervisor. The immediate supervisor should attempt to resolve the grievance and should respond within five days of the meeting.

15.5.8 Formal - Level One (5.8) Within 20 days of the occurrence of the alleged violation of the Agreement or within 20 days of when the employee reasonably should have known of the alleged violation, the grievant shall present the grievance in writing on the District Grievance Form (Appendix Z) to the immediate supervisor.

15.5.8.1 (5.8.1) The written grievance shall contain the following minimum information:

- The grievant's name;
- The date of filing;
- The date of the alleged violation;

- The specific article(s) or section(s) violated;
- Brief description of the alleged violation; and
- The specific relief requested.

Grievances that do not contain the required information shall be rejected as being improperly filed. Such rejection shall not extend the time limits of this Article.

15.5.8.2 (5.8.2) The grievant may request a conference with the immediate supervisor. The conference shall be held within ten (10) days of the request.

15.5.8.3 (5.8.3) Within ten (10) days of receipt of the grievance by the immediate supervisor, or within ten (10) days of the conference if one is requested, a decision shall be communicated to the grievant in writing. If a decision is not issued within the time limit, the grievance is denied.

15.5.9 The decision at level 15.5.8.3 (5.8.3) shall be final. The remaining portions of Article 5 shall not apply to noon duty aides who do not hold a classified position.

15.6 Disciplinary Action

CBA Article 6 shall not apply to noon duty aides who do not hold a classified position.

15.7 Safety and Other Conditions of Employment

CBA Article 7 Sections 7.1, 7.2, 7.3, and 7.4 only shall apply to noon duty aides who do not hold a classified position. The remaining provisions of this Article shall not apply to noon duty aides who do not hold a classified position.

15.7.1 Non-Discrimination. No employee shall be appointed, reduced, removed, or in any way favored or discriminated against because of his or her race, national origin, religion, or marital status and, to the extent prohibited by law, no person shall be discriminated against because of Age, sex, or physical handicap.

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

15.7.3 Employees shall be provided coverage under the terms and conditions of the District Worker's Compensation Program and illness leave provision for any injury or illness arising out of or in the course of their employment.

15.7.4 Each employee shall be responsible for submitting written recommendations to the District regarding the maintenance of safe working conditions, facilities and equipment, repairs and modifications, training and other practices designed to insure compliance with applicable standards of the California Occupational Safety and Health Act, California State Compensation Insurance Fund, and the provisions of the school district fire and liability insurance programs.

15.8 Leaves of Absence

Each noon duty aide who does not hold a classified position is eligible for accrued sick leave as provided by this paragraph. Additionally, CBA Article 8 Section 8.1.1, "Bereavement Leave", "District Granted Local Leaves", "General Leaves" shall apply to noon duty aides who do not hold a classified position.

15.8.1 Accrued Sick Leave: At the start of each school year, noon duty aides who do not hold a classified position shall be granted paid sick leave hours based on the formula "average # of daily work hours in a week*" multiplied by "the employee's # of normally scheduled work days per year" divided by "thirty (30)", or a total of twenty-four (24) hours, whichever is less. Noon duty aides beginning after the start of the school year shall be granted a prorated amount of paid sick leave, not to exceed a maximum of twenty-four (24) total hours of paid sick leave in a single year.

****The "average # of daily work hours in a week" is determined by taking an employee's "total normally scheduled work hours in a week" divided by five (5)."***

Noon duty aides who work hours beyond their normal shift shall accrue additional paid sick leave at the rate of one (1) hour of additional paid sick leave for every thirty (30) additional hours worked not to exceed twenty-four (24) total hours of paid sick leave in a single year. This accrual will begin after the employee has already worked all of the hours required to earn the paid sick leave that was granted in paragraph 1.

Noon duty aides may accrue no more than twenty-four (24) total hours of paid sick leave in a single year but may carryover their paid sick leave. Paid sick leave shall be capped not to exceed forty-eight (48) total hours. Noon duty aides may not use more than twenty-four (24) total hours of paid sick leave in any given year.

15.8.2 Bereavement Leave: (8.1.1) An employee shall be granted up to three (3) days for bereavement purposes upon the death of any member of the employee's immediate family as defined in Appendix D of the CBA. If out of state travel is required,

or in-state travel of 300 miles or more, two (2) additional days shall be allowed. No deduction shall be made from the employee's salary, nor shall such leave be deducted from any other leave to which the employee is entitled.

15.8.3 General Leave. (8.1.1) When no other leaves are available as a matter of right or contract, a leave of absence may be granted to an employee on a paid or unpaid basis upon any terms and conditions acceptable to the employee and the District.

Except as specified, the remaining provisions of this Article shall not apply to noon duty aides who do not hold a classified position.

15.9 Holidays

No provisions of CBA Article 9 shall apply to noon duty aides who do not hold a classified position.

15.10 Vacations

No provisions of CBA Article 10 shall apply to noon duty aides who do not hold a classified position.

15.11 Vacant Positions

No provisions of CBA Article 11 shall apply to noon duty aides who do not hold a classified position.

15.12 Evaluation Procedures

CBA Article 12 Sections 12.5, 12.5.1 and 12.5.2 concerning personnel records shall apply to noon duty aides who do not hold a classified position.

15.12.1 Personnel Records (12.5) All personnel files are confidential to the extent provided by law.

15.12.1.1 (12.5.1) Ratings, reports, or records shall not be available for inspection by employees if they are obtained prior to the employment of the person involved, prepared by identifiable examination committee members, or obtained in connection with a promotional examination. However, non-credentialed employees shall have access to any numerical scores obtained as a result of written examinations. (Education Code section 44031)

15.12.1.2 (12.5.2) Except for the ratings, reports or records specified above as not open to inspection, employees shall be notified whenever derogatory information is to be placed in their personnel files. Any employee so notified may ask to review and comment on the contents. Such a review shall take place

during normal school hours. The employee shall be released from duty for this purpose without a salary reduction. All other written materials filed in personnel records shall be made available for inspection by the employee at an off-duty time. Inspection shall take place in the presence of an administrator.

The remainder of Article 12 shall not apply to noon duty aides who do not hold a classified position.

15.12.2 Noon duty aides who do not hold a classified position shall be evaluated annually by the site administrator using a District-approved evaluation form. The site administrator may conduct a supplemental evaluation in the event of exemplary or unsatisfactory performance, normally within thirty (30) days of the performance or conduct giving rise to the evaluation. The evaluatee shall receive a copy of the evaluation, and may, within ten (10) days, submit a written response for inclusion in the personnel file.

15.13 Rights of the Exclusive Representative

CBA Article 13 shall apply to noon duty aides who do not hold a classified position.

15.14 Transportation

CBA Article 14 shall not apply to noon duty aides who do not hold a classified position.

15.15 Noon Duty Aides (contents of this article)

15.16 Savings Provisions

CBA Article 15 shall apply to noon duty aides who do not hold a classified position.

15.17 Concerted Activities

CBA Article 16 shall apply to noon duty aides who do not hold a classified position.

15.18 Conclusion of Meet and Negotiation

CBA Article 17 shall apply to noon duty aides who do not hold a classified position.

15.19 Term

CBA Article 19 shall apply to noon duty aides who do not hold a classified position.

ARTICLE 16
SAVINGS PROVISION

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

ARTICLE 17

CONCERTED ACTIVITIES

17.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

17.2 It is further agreed and understood that the District will take no action to lock out the members of the bargaining unit nor to create a situation whereby a bargaining unit member will be unable to fulfill his regular and fixed duties.

ARTICLE 18
CONCLUSION OF MEET AND NEGOTIATION

This Agreement shall constitute the full and complete commitment between both parties and shall supersede all previous Agreements. During the terms of this Agreement alterations, changes, additions, deletions, or any other modifications shall be made only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

ARTICLE 19

TERM

- 19.1**
- Upon ratification of both parties the terms and conditions of this Agreement shall be in effect on July 1, 2015 up to and including June 30, 2018.
 - The District and the Association mutually agree to reopen negotiations during the term of this Agreement. For the term of this Agreement, either party may annually open negotiations with each party allowed to open two (2) additional Articles in addition to the opening of Article 3- Salaries, and Article 4- Employee Benefits.
 - Mutual agreement shall be required to open any additional Articles.
 - Written notice to reopen terms and conditions of this agreement shall be given from one party to the other no later than September 30 during each contract year of this agreement.
 - If the parties have not reached an agreement on or before the end of the current Agreement's duration, all provisions of this Agreement shall remain in effect until a new Successor Agreement has been agreed upon.

CLOSE OF 2015-2016 NEGOTIATIONS

The District and the California School Employees' Association Chapter #401 Castaic agree to close out negotiations for the 2015-2016 school year having agreed to the items above.

Signed this ____ day of May, 2016.

For the District:

STEVE DOYLE
Superintendent

ROBERT BRAUNEISEN
District Lead Negotiator

JAIME GARCIA
District Negotiator

GRETCHEN BERGSTROM
District Negotiator

For the Association:

JULIA PHIPPEN
CSEA Chp. 401 Lead Negotiator

ELIZABETH CALZADILLAS
CSEA Chp. 401 Negotiator

MARCO NELSON
CSEA Chp. 401 Negotiator

LESLE GARCIA
CSEA Chp. 401 Negotiator

DANIELLE HERNANDEZ
CSEA Chp. 401 Negotiator

DEBBIE SELMSNER
CSEA Chp. 401 Negotiator

MARI NIKOGOSYAN
CSEA Labor Representative

RATIFIED AND ACCEPTED

By their signatures below, the signatories certify that they are authorized representatives of either the District or the Exclusive Representative as the contracting parties; that all actions necessary for the District or the Exclusive Representative to ratify and accept this Agreement as a binding and bilateral Agreement have been completed in the manner required by that party and the law, and that this Agreement is entered into without the need for further ratification and acceptance.

For the Public School Employer:
CASTAIC UNION SCHOOL DISTRICT

For the Exclusive Representative:
**CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION, CHAPTER #401**

STEVE DOYLE
Superintendent

JULIA PHIPPEN
Chapter President

Dated: _____, 2016

VICTOR TORRES
President, Board of Trustees

Dated: _____, 2016