

**AGREEMENT BETWEEN
DEHESA SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION
DEHESA CHAPTER #663**

**July 1, 2023
to
June 30, 2026**

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ARTICLE 1: PARTIES TO AGREEMENT

- 1.1 This Agreement is made and entered into by and between DEHESA SCHOOL DISTRICT, hereinafter referred to as the "District," and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its, DEHESA CHAPTER #663, or its successors, hereinafter referred to as "Association."
- 1.2 If the District proposes any new position to the unit which is not currently found in Appendix "A," the District will propose and consult with Association on any such changes. If within fifteen days, the Association does not consent to the changes proposed by the District, and the District implements such changes, the District will negotiate with the Association over the implemented changes following satisfaction of the Public Notice Provisions of the Educational Employment Relations Act. Such changes as implemented by the District shall be considered tentative and interim until such time as the parties complete the negotiations process.

ARTICLE 2: RECOGNITION

- 2.1 Acknowledgment: The District hereby acknowledges the Association is the exclusive bargaining representative for all classified employees (hereinafter referred to as "employees") holding those positions described in Appendix A attached hereto and incorporated by reference as a part of this Agreement. This does not include short-term, substitute and other employees expressly excluded from the classified service under the Education Code. Any modifications of the recognized unit shall be made in accordance with the rules and regulations of the Public Employment Relations Board, hereinafter referred to as "PERB."

All newly created classified positions except those that lawfully are certificated management, confidential or supervisory shall be assigned to the bargaining unit.

ARTICLE 3: NO DISCRIMINATION

- 3.1 Discrimination Prohibited: No employee in the bargaining unit shall in any way be favored or discriminated against in wages, hours or other terms and conditions of employment because of political opinions or affiliations, or because of 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.

ARTICLE 4: MANAGEMENT RIGHTS

- 4.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive rights to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided; and the methods and means of providing them; establish its educational policies, goals, and objectives: ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; legally contract out work; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, promote, layoff, terminate, and discipline employees; and to determine the effects and impact of any action implementing these rights, insofar as they do not diminish the specific provisions of this Agreement, and to determine the impacts and effects of any matter which is outside the scope of representation.
- 4.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District. The adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms are in conformance with law, and shall not be subject to the grievance procedure of this Agreement.
- 4.3 It is not the intention of the parties in setting forth the above-mentioned rights of the District to diminish in any way the rights of the Association or of unit members as set forth in this Agreement.

ARTICLE 5: ORGANIZATIONAL SECURITY

It is the mutual intention of the CSEA and Dehesa School District that the provisions of this article protect the rights of individual employees without restricting CSEA's right to require every bargaining unit employee except those exempt from these provisions to pay a fair share of the cost of collective bargaining activities.

Dues/Representation Fees

5.1 Current Employees: Unit members who are CSEA dues-paying members as of the Governing Board ratification date of this Agreement, or who subsequently become CSEA members through voluntary dues deduction, shall retain membership for the life of the Agreement.

5.2 New Employees: Membership applications must be submitted to the chapter treasurer within thirty (30) days of the employee's hire date.

5.3 Dues and Service Fees: The district shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are member of the bargaining unit and who have submitted payroll deduction authorization forms to the district. Such authorizations shall remain in effect until expressly revoked in writing by the employee.

5.3.1 The district shall, without charge, pay to CSEA within 15 days of the deduction all sums so deducted.

5.3.2 Along with each monthly payment to CSEA, the district shall, without charge, furnish CSEA with an alphabetical list of all employees in the bargaining unit, identifying them by name, months per year in paid status and annual salary, and indicating the amount deducted, if any, for dues.

5.4 District Notice of New Hires

5.4.1 The District shall provide CSEA notice of any newly hired employee, within ten (10) days of date of hire, via electronic mail which will include the following information:

- Full Legal Name
- Date of Hire
- Classification
- Site

5.4.2 Employee Information

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

5.4.2.2 The District shall provide CSEA with contact information on the new hires. The information shall be provided to CSEA electronically in Excel format, via a mutually agreeable secure FTP site or service, on the last working day of the month in which they were hired. This contact information shall include the following items, with each field in its own column:

- First Name;
- Middle Initial;
- Last Name;
- Suffix (e.g. Jr., III);
- Job Title/ Classification;
- Department;
- Primary Worksite Name;
- Work Telephone Number;
- Home Street Address (Incl. Apartment#);
- City;
- State;
- ZIP Code (5 or 9 Digits);
- Home Telephone Number (10 Digits);
- Personal Cellular Telephone Number (10 Digits);
- Personal Email Address of the Employee;
- Employee ID;
- Hire Date

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

5.4.2.3 Periodic Update of Contact Information: The District shall also provide CSEA with a list of all bargaining unit members names and contact information, with the same

items listed in 5.4.2.2 above, on the last working day of September, January, and May. The information shall be provided to CSEA electronically in Excel format, via a mutually agreeable secure FTP site or service, on the last working day of the month in which they were hired.

5.5 Hold Harmless Provision: CSEA agrees to reimburse the district, its officers and agents for all legal fees and legal costs incurred after notice to CSEA in defending against any court or administrative action challenging the legality of the organizational security provision of this agreement or the implementation thereof.

5.5.1 CSEA agrees to reimburse the district, its officers and agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organizational security provisions of this agreement or the implementation thereof, provided the district, or other party claiming reimbursement, has complied with the terms of this article and has promptly notified CSEA of its awareness of its awareness of such a action.

5.5.2 CSEA shall have the exclusive right to decide and determine whether such action shall be compromised, resisted, defended, tried, or appealed.

5.6 Forwarding of Dues: All membership dues and services fees shall be forwarded to the CSEA. The District shall not be obligated to put into effect any new or changed deduction until the next pay period commencing twenty (20) days or more following written notification by the CSEA to the Business Manager.

5.7 New Employee Orientation:

5.7.1 "New Employee Orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties, and responsibilities, or any other employment related matters.

5.7.2 The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall not receive less than ten (10) days' notice in advance or orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that were not reasonably foreseeable.

In the event the District conducts one-on-one orientations with new employees, CSEA shall have 20 minutes of paid release time to meet with the employee once onboarding is complete.

- 5.7.3 The District shall include the CSEA membership application (and a CSEA provided link for an electronic application where applicable), in any employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide the copies of any CSEA literature/membership applications to the District for distribution.
- 5.7.4 The orientations session shall be held on District property.
- 5.7.5 During the CSEA's orientation session, no District manager or supervisor, or non-unit employee shall be present.

ARTICLE 6: ASSOCIATION RIGHTS

- 6.1 Association Rights: The Association shall have the following rights in addition to the rights contained in any other portion of this Agreement.
- 6.1.1 The District and the Association recognize the right of employees to form, join, and participate in lawful activities of the Association and the equal alternative right of employees to refuse to form, join and participate in lawful activities of the Association.
 - 6.1.2 The Association shall have the right to make use of school buildings for meetings without charge upon execution of proper request forms provided that meetings do not interfere with school use and are in accordance with board policy and state law for use of school facilities.
 - 6.1.3 The Association shall have the right to use without charge designated employee association bulletin boards for the posting of information or notices concerning the Association.
 - 6.1.4 Duly authorized representatives of the Association (non district employees) shall have the right to transact official business on school property, provided that this shall not interfere with, or interrupt normal school operations.
 - 6.1.5 The District and the Association shall mutually develop an orientation package and the District shall provide that package to each newly hired classified employee. The District will also provide time for the classified bargaining unit to meet annually for orientation at the beginning of the school year.
 - 6.1.6 CSEA officers shall have reasonable release time to conduct necessary CSEA business.
 - 6.1.7 Release Time for Conference: The district shall allow five (5) days paid release time for one delegate to attend CSEA Annual Conference.
 - 6.1.8 The District shall provide a complete seniority roster which will include the name, classification and hire date of the employee.
 - 6.1.9 The Association and the District shall mutually agree on the yearly calendar.

6.2 Distribution of Contract: Upon the execution of this contract, the District shall make an electronic searchable copy available on the District's webpage. Upon request by a unit member, the District shall print or duplicate and provide without charge a copy of this contract

ARTICLE 7: DEFINITIONS

- 7.1 District: Shall mean the Board of Trustees or its designee.
- 7.2 Association: Shall mean Association and its Dehesa Chapter #663 of the California School Employees Association or its designee.
- 7.3 Superintendent/CBO or Principal: Shall mean the chief executive officer of the District, or the chief executive officer's designee.
- 7.4 Board of Trustees: Shall mean the public school employer.
- 7.5 Employee or Unit Member: Shall mean a member of the bargaining unit which is represented by the Association.
- 7.6 Permanent Employee: Shall mean a member of the bargaining unit who has achieved permanent status in the District.
- 7.7 Probationary Employee: Shall mean a member of the bargaining unit who has served less than six (6) months in regular paid District service and, therefore, has not achieved permanent status.
- 7.8 Day: Shall mean any day on which the District Administration Office is open for business.
- 7.9 Immediate Supervisor: Shall mean the lowest level management team member that supervises a specific position/classification.
- 7.10 In loco parentis - "In the place of a parent; instead of a parent: charged tactitiously, with a parent's rights, duties, and responsibilities."
- 7.11 Seniority: Shall mean the date of hire of an employee within class, plus higher classes. A complete seniority roster shall be maintained by the District (reference Article 6.18).

ARTICLE 8: EVALUATION

- 8.1 Performance evaluations for all regular permanent and probationary employees shall be obtained at specified intervals during the work year. Evaluations shall be reported on appropriate forms (Appendix B) in accordance with the following provisions:
 - 8.1.1 Performance evaluations shall be submitted to all probationary employees by the conclusion of the third and fifth month of the probationary period or as soon thereafter as practicable.
 - 8.1.2 Performance evaluations shall be submitted to all permanent employees annually, on or before June 1.
 - 8.1.3 Additional evaluations for either a permanent or probationary employees may be used at times other than those regularly specified.
 - 8.1.4 The evaluation shall be prepared and presented by the Immediate Supervisor, Superintendent or Principal who shall review and discuss it with the employee. The employee shall sign the evaluation. A copy is to be given to the employee. The employee shall have the right to initiate a written reaction or response to the evaluation. Such responses shall become an attachment to the evaluation and be placed in the employees personnel file.
 - 8.1.5 Information of a derogatory nature shall not be placed in an employee's personnel file until the employee is given notice and opportunity to review and comment thereon.

ARTICLE 9: DUTY HOURS

- 9.1 **Workweek:** The workweek for full-time employees is forty (40) hours of work performed on five (5) consecutive workdays. Any work regularly scheduled contrary to Monday-Friday shall be mutually agreed upon by the employee and the District.
- 9.1.1 **Flexible Work Week:** The District may establish a 10-hours per day, 40-hour, four consecutive day week for all or certain classes of its employees, or for employees within a class when by reason of the work location and duties actually performed by such employees, their services are not required for a work week of five consecutive days provided the establishment of such a work week has the concurrence of the concerned employees, class of employees, or classes of employees as ascertained through the Association.
- 9.2 **Workday:** The length and starting time of any employee's workday shall be at the discretion of the District. The workday for full-time employees is eight (8) hours of work exclusive of the meal period. Each bargaining unit member shall be assigned a fixed, regular and ascertainable minimum number of hours per day, days per week and months per year.
- 9.2.1 If a part-time employee is required to work at least thirty (30) minutes in excess of their part-time assignment for twenty (20) consecutive work days or more, the District will adjust the employee's assignment to reflect the longer hours in order to acquire statutory benefits on a properly prorated basis. (EC 45137)
- 9.3 **Meal Period:** Each employee working five (5) or more hours per day shall be entitled to a minimum of a 30-minute duty-free period for meals. This period shall be in addition to the normal workday for pay purposes. If a part-time employee is regularly assigned only five (5) hours per day and is asked to work extra hours, the employee will have the option to decline the extra hours.
- 9.4 **Rest Periods:** Each employee working three and one-half or more hours per day shall be entitled to paid rest periods as provided below:
- 9.4.1 An employee who works at least eight (8) hours shall receive two (2) fifteen-minute rest periods.
- 9.4.2 An employee who works at least six (6) hours but less than eight (8) shall receive two (2) ten-minute rest periods.

- 9.4.3 An employee who works at least three and one-half (3.5) hours but less than six (6) shall receive one (1) fifteen minute rest period.
- 9.5 Overtime: Overtime shall be compensated at a rate of pay equal to time and one half (1 1/2) of the regular rate of pay of the employee involved. Overtime is defined as time required and authorized by the District to be worked in excess of a normal eight (8) hour day and in excess of forty (40) hours in any workweek. An employee shall be compensated for any work required to be performed on the sixth and seventh day following the commencement of the workweek at a rate one-and-one-half (1 1/2) times the regular rate of pay of the assigned employee. An employee will be paid at the overtime rate in addition to regular pay for hours worked on holidays.
- 9.5.1 All hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth consecutive day of work.
- 9.5.2 All hours worked on holidays designated by this Agreement shall be compensated at two-and-one-half (2 1/2) times the regular rate of pay.
- 9.6 Compensatory Time: An employee in the bargaining unit shall have the option to elect, providing the District mutually agrees, to take compensatory time off in lieu of cash compensation for overtime work. Such election shall be submitted in writing to the Superintendent/CBO within five (5) working days following the day the overtime was worked. Compensatory time off shall be granted at the appropriate rate of overtime in accordance with Section 9.5 of this Article. If the unit member is not permitted to take compensatory time off before the end of the school year during which it is earned, the District shall pay out the employee at the overtime rate.
- 9.7 Standby Time: All standby time shall be considered as regular hours worked for all employees and shall be compensated on a straight time or overtime basis as are other hours worked under this Agreement.
- 9.8 Call Back Time: Any employee called back to work after completion of a regular assignment shall be compensated for at least two (2) hours at the employee's regular rate of pay, irrespective of the actual time less than that required to be worked. More than eight (8) hours worked in one day will be paid at an overtime rate of pay.

- 9.9 Minimum Call-In Time: Any employee called in to work on a day when the employee is not scheduled to work shall be compensated for at least four (4) hours pay at the employee's regular rate of pay. Less than eight (8) hour employees shall be compensated for two (2) hours, or half of their regularly scheduled work hours, whichever is greater.
- 9.10 Summer Session or Summer School:
- 9.10.1 Summer school assignments for all aide classifications shall be on the basis of District seniority.
- 9.10.2 If the most senior member of the combined aide classifications declines to serve, the next most senior person will be offered the position. If that person declined to serve, they will be rotated on the seniority list as though they had, in fact, served.
- 9.10.3 The hired aide(s) position will be rotated annually to provide equity to all members of the aide classifications.
- 9.10.4 For the purpose of summer school, the classification of Multimedia Center Leader shall be considered an aide classification.
- 9.10.5 The district shall formally post job opportunities of Summer School.
- 9.10.6 The District shall also forward a memo to all qualified employees notifying them of the opportunity.
- 9.10.7 Summer school job opportunities shall be offered on a rotating seniority basis.
- 9.10.8 Seniority lists shall be updated annually and posted after discussion and agreement between CSEA and the District.
- 9.11 Work Schedule: The employee's work schedule shall be established at the time of initial employment. A change in work schedule is defined as the modification of an employee's start and/or end time of a workday. The work schedule may be changed under the following circumstances.
- a. When mutually agreed to by the employee and his/her supervisor;
 - b. In an emergency; or,
 - c. When an employee is given a minimum of thirty (30) calendar days written notice prior to the effective date of a permanent change in work schedule or five (5) workdays written notice for a temporary change in work schedule.

The employee's supervisor will discuss, with the employee, any problems affecting the implementation of work schedule changes.

Employees may be temporarily exempt from a permanent change in work schedule providing the employee verifies enrollment in a course in an institution of higher education or presents child care problems which conflict with the proposed work schedule change and which cannot be rescheduled at a time compatible with the proposed work schedule.

- 9.12 Catalina Island Marine Institute Chaperone: At its discretion, the District will select adult participants for the annual CIMI trip. Annually, an announcement will be made to determine interest in attending CIMI as a chaperone. This announcement will be made to district employees first. Unit members will be given the opportunity to apply.

The District reserves the right to determine if a selection will be made of a unit member, or any other person, at its discretion.

If selected, a unit member shall be compensated according to the Fair Labor Standards Act and the Education Code. The District, at its discretion, shall determine the hours and duties, in accordance with the law.

If a unit member is selected, the hours, rate of pay, and total compensation shall be as follows:

The CIMI chaperone's work day shall consist of 14 hours on duty (8 hours at regular rate of pay and 6 hours at time and one-half). The remaining 10 hours shall be considered "down time" (sleep and meals).

- 9.13 After hour's special events:

Special events conducted on school grounds such as but not limited to open house, back to school night, carnival, holiday and talent shows and community meetings shall require a maintenance/custodian during event and to lock up after. The extra work will be offered to the most senior maintenance/custodial on a rotating basis. If all maintenance/custodian decline the work, it will be offered on a rotating basis, to other classified employees from the seniority list. Other classified staff shall have the responsibilities of ensuring doors are open at the beginning of the event, and at the end of the event, to close and lock doors, take out trash, turn off lights and AC, and set the alarm. The exception during Governing Board, Parent Club and COVOC meetings Management will be responsible for locking up.

ARTICLE 10: TRANSPORTATION DEPARTMENT PROCEDURES

10.1 Assignments of Bus Routes

- 10.1.1 Drivers will bid for routes according to seniority.
- 10.1.2 Prior to the beginning of each school year initial bus routes will be established by the District Superintendent, Transportation Supervisor or Cajon Valley Transportation Department (if contracted). The District and CSEA agree that bus driving, having been established as bargaining unit work, shall utilize bargaining unit members prior to utilizing any other district personnel. Initial routes will be developed to resemble, as closely as possible, the route that drivers had at the end of the previous year.
- 10.1.3 Initial routes will be posted four work days prior to the start of the school year, for the purpose of bidding. Drivers will be notified in advance regarding the place, date and time the bid process will be conducted
- 10.1.4 It is the responsibility of each driver to attend the bid process at the scheduled time. If that is not possible, the driver should indicate route preferences in priority order to the Transportation Supervisor authorizing him/her to bid by proxy.

10.2 Assignment of Buses: When changing routes, drivers may retain their assigned bus when capacity and equipment are compatible with requirements of the new route.

10.3 Modification and Requirement of Routes After Initial Bidding: Subsequent to the bid, it may be necessary to modify certain routes. When this occurs, the following procedures shall be used:

- 10.3.1 Modification Increasing Hours: When 30 minutes or more per day, on a consistent basis (5 consecutive days), is added to a route; drivers with greater seniority than incumbent driver, and less assigned time, will have the option to select the modified route.

When the above occurs, the displaced driver may exercise one of the following options:

- A. Accept a restructured route if available.

- B. Exercise seniority to ‘bump’ the senior driver with assigned route time close to their previous assignment.

10.3.2 Modification of Routes Decreasing Hours: When 30 minutes or more per day, on a consistent basis (5 consecutive days), is deleted from a route; drivers shall have the following options:

When the above occurs, the displaced driver may exercise one of the following options:

- A. Accept a restructured route if available.
- B. Exercise seniority to “bump” the senior driver with assigned route time close to their previous assignment.
- C. From the date a driver is notified that their assigned route time will be reduced, they will be paid at their previously assigned route time for five consecutive days while the options stated above are being considered and arrangements made.

10.4 Assignments of Work in Lieu of Regular Assigned Driver Time: Occasionally, a portion of a regular assigned route may be deleted for a day or short periods of time; when this occurs, drivers shall be offered their regular number of work hours, assigned other work in lieu of canceled driving time.

10.5 Assignment of Field Trips: All field trips are open to all regular education and special education drivers. All field trips will be assigned to the most senior driver eligible on a rotating basis. Evening, holiday, weekend, and all-day trips are available to all employees regardless of route time. (Sixth grade camp, Floating Lab, etc.)

10.6 Summer Duties and Assignments During Non-Scheduled Work Days

10.6.1 Summer assignments and assignments during non-scheduled work days for all bus driver classifications shall be on the basis of seniority within the classification.

10.6.2 Each summer assignment or assignments during non-scheduled work days shall be offered first to the most senior driver in the classification. If the most senior bus driver declines the assignment, the next most senior bus driver will be offered the assignment.

10.6.3 The Transportation Coordinator shall work any non-scheduled work days for the purposes of routine maintenance of buses.

ARTICLE 11: PAY AND ALLOWANCES

- 11.1 Regular Rate of Pay: The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix A, attached hereto and incorporated by reference as a part of this Agreement.
- 11.1.1 Equity Clause: Should any other employee group at District receive any salary increase or benefit greater than the CSEA bargaining unit, the Association shall receive parity and equity.
- 11.2 Special Payments: Any payroll adjustment due a bargaining unit member as a result of working out of class, re-computation of hours, or reasons other than procedural errors shall be made and a supplemental check issued by the County Office as soon as possible following notice to the payroll department.
- 11.3 Promotion: Any member of the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and step of the new class. A promoted employee shall serve a probationary period in the new class of six (6) months of paid service. The District may release the employee from the promotional position at any time during the probationary period, at which point the employee will revert back to their former class (EC 45113).
- 11.4 Mileage: Any employee in the bargaining unit required to use a private vehicle on District business shall be reimbursed at the current IRS mileage rate per mile for all miles driven on behalf of the District. This amount shall be payable in a separate warrant drawn against District funds within a reasonable time period after submission of the claim by the unit member.
- 11.5 Meals and Lodging: Bargaining unit employees, who as a result of work assignment are away from the District overnight or during meal periods, where the employee would not normally be on duty, shall be reimbursed for all necessary expenses for lodging and meals, providing the District is notified prior to such expenditures and pre-approves the amount.
- 11.6 Out of Class Pay: Unit members required to work out of classification for any consecutive period of time which exceeds five (5) working days within a fifteen (15) calendar day period shall be compensated at the regular rate of pay of the higher classification.
- 11.7 Classification/Reclassification: Changes in classifications shall be implemented by the District only after negotiations with the Association.

Each unit member shall be provided an accurate and specific job description.

- 11.8 Required Job Training: The District shall recognize that certain classified positions may require special training. If such training is required and can only be fulfilled on days other than the employee's regularly scheduled time, the District shall pay the employee their regular rate of pay for the mutually agreed upon training time spent.
- 11.9 First Aid and CPR Training: The District shall require all classified employees to be CPR/First Aid certified. The District shall provide CPR/First Aid training each year. A designated staff development day/dates and times shall be negotiated by CSEA and the District.
- 11.10 The District shall provide each classified employee electronic access for their monthly sick leave and vacation balances with their monthly paycheck. A printout of this information for the classified employee is available upon request from the District.
- 11.11 Professional Growth Program
- 11.11.1 Eligibility: Unit members who have had one year of satisfactory, successful service in a position in the district are eligible to participate.
- 11.11.2 Program Description: The Professional Growth Program for unit members consists of job-related courses taken at accredited adult, trade or vocational schools, community colleges or universities, or approved professional workshops.
- 11.11.3 An employee is eligible to earn one (1) Range (15 units) a year to a maximum of six (6) Ranges. Any units over the fifteen (15) shall be applied to the next Range.
- 11.11.4 Credit shall not be given an employee for course work or workshops requested by the employee's supervisor and taken during the employee's work time.
- 11.11.5 The salary increase for each Range will be squared as outlined in Appendix A.
- 11.11.6 To apply for credit toward course units, an employee must file a Declaration of Intent with the Review Committee prior to taking the course. After approval by the Review Committee, the courses may be taken. The course work must be passed with a letter grade of "C" or better, credit or pass. Upon completion of

courses, the employee must submit official transcripts or certificates to the Superintendent/CBO verifying completion on or before June 15. The employee may choose to have transcripts or certificates held in their personnel file.

- 11.11.7 Review Committee: The Review Committee shall consist of two (2) members of the Association, including the Association Chapter President, and two (2) District members, one of whom shall be the Superintendent/CBO. The responsibility of the Review Committee will be to determine that the courses or work groups submitted are job-related. The Committee shall decide the units to be given to workshops not credited in advance. The Committee shall have a pre-approved course subject list available.

11.12 Payroll Procedures:

- 11.12.1 Classified employees who work less than 12 months shall be paid in 11 equal monthly payments, unless the employee requests in writing to be paid in 12 equal monthly payments.
- 11.12.2 Employees will complete monthly timesheets if they work over their daily number of hours. These additional hours will be compensated on the following pay cycle. Although employees will be compensated for all hours worked, they may be subject to disciplinary action for working additional hours without supervisor approval.
- 11.12.3 Employees will complete timesheets for all overtime hours.
- 11.12.4 Employees are required to complete and submit an annual calendar before the end of the fiscal year for the following year. These calendars would include all anticipated vacation days; however, employees are not required to take stated days. Calendars will be used by the District as guidelines only.

11.13 Payroll Errors:

- 11.13.1 Whenever it is determined that an error has been made in any classified employee's payroll or in the payment of any classified employee's salary resulting in an underpayment of wages, the District shall, within five workdays following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds.

11.13.2 When it is discovered that an error in payment has occurred resulting in an overpayment of wages to a CSEA member, the following procedure shall be followed along with relevant law:

- Notify member and CSEA of suspected error in payment resulting in the overpayment.
- Hold a conference with member and CSEA representative to produce evidence of suspected overpayment.
- When both parties agree that an overpayment has occurred, the parties shall attempt to negotiate a mutually agreed upon repayment plan.

ARTICLE 12: EMPLOYEE BENEFITS

12.1 Health Insurance:

12.1.1 The District agrees to provide eligible employees health benefits. The District will pay a pro rata share of health benefits for employees that are hired/promoted to work twenty (20) hours or more per week. The District will pay full benefits for employees hired/promoted to work thirty (30) hours or more per week. Coverage is for employees only. District shall pay up to \$10,500 per eligible employee per year. Should at any time the \$10,500 not be sufficient to cover an employee's only health insurance, then both parties agree to enter into negotiations within 30 days. For those employees hired prior to 6/30/12, the District shall give the employee the option of any of the employee only plans available. Employees hired after 6/30/12 may opt for a more expensive plan, the difference in cost will be paid by the employee.

12.2 Dental Insurance:

12.2.1 For the life of this agreement, the District will provide dental insurance for all employees who are hired/promoted to work twenty (20) hours or more per week. Coverage is for employees only.

12.3 Life Insurance:

12.3.1 For the life of this agreement, the district will provide a \$50,000 life insurance policy for all employees who are hired/promoted to work fifteen (15) hours or more per week. Coverage is for employees only.

12.4 Vision Insurance:

12.4.1 For the life of this agreement, the district will provide vision insurance (VSP-VEBA) Plan B with \$ 25.00 Deductible for all classified employees. Coverage is for employees only.

12.5 Early Retirement Benefits:

12.5.1 Effective June 1, 2006, a unit member who has provided a minimum of fifteen (15) continuous years of service to the district, who retires directly from district service to enter PERS service retirement, who is at least sixty (60) years of age on the effective date of retirement, shall be eligible, as of the date,

to participate in the district medical benefit plan(s). The District contribution for this plan shall be equal to the contribution rate the member is entitled to at the time of their retirement, subject to that contribution and that plan being amended from time to time as a result of future negotiations. Eligibility will continue until the unit member becomes eligible for Medicare coverage.

The District will provide employees hired after July 1, 2006 (whom are eligible for health benefits as per the above clause) medical insurance of the least expensive medical insurance plan offered by the District. If the Employee chooses to opt for a more expensive plan, the difference in cost will be paid by the employee.

Employees hired after August 17, 2017 are not eligible for 12.5 Early Retirement Benefits.

ARTICLE 13: EMPLOYEE EXPENSES AND MATERIALS

- 13.1 Uniforms: The District shall pay the full cost of the purchase, lease, rental, cleaning and maintenance of uniforms, identification badges, emblems, and cards required by the District to be worn or used by bargaining unit employees.
- 13.2 Safety Equipment: Should the employment duties of an employee in the bargaining unit reasonably require use of any equipment or gear to insure the safety of the employee or others, the District agrees to furnish equipment or gear, or to reimburse the employee upon preapproval by the District, for the full cost of procuring such. Employees shall be required to comply with all safety regulations.
- 13.3 Physical Examinations: The District agrees to provide the full cost of any medical examination required as a condition of employment or continued employment, including but not limited to, the provisions outlined in Education Code Section 49406 or its successor.

ARTICLE 14: HOLIDAYS

- 14.1 Scheduled Holidays: The District agrees to provide all employees in the bargaining unit with fifteen (16) paid holidays as follows:

Independence Day
Labor Day
Admission Day (or day in lieu of)
Veterans Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve (or day in lieu of)
Christmas Day
New Year's Eve (or day in lieu of)
New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday Spring Vacation Day - Friday
Memorial Day
Juneteenth Day

- 14.2 Holidays on Saturday or Sunday:

14.2.1 When a holiday falls on a Saturday, the preceding workday, not a holiday, shall be deemed to be that holiday. When a holiday falls on Sunday, the following workday, not a holiday, shall be deemed to be that holiday.

- 14.3 Holiday Eligibility:

14.3.1 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 whenever such events occur within the regular working schedule.

ARTICLE 15: VACATIONS

15.1 Eligibility: All members of the bargaining unit shall earn paid vacation time under this article. Vacation benefits are earned on a fiscal year basis: July 1 - June 30.

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

12 Month Employees		11 Month Employees		10 Month Employees	
<u>Years</u>	<u>Days</u>	<u>Years</u>	<u>Days</u>	<u>Years</u>	<u>Days</u>
1-5	12	1-5	11	1-5	10
6 -10	15	6-10	13.5	6-10	12.5
11-15	18	11-15	16.5	11-15	15
16+	21	16+	19.5	16+	17.5

(Vacation time is calculated in hours)

15.3 Vacation Pay Upon Termination: When a bargaining unit member 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. This right is not vested until after completion of the six (6) months of probationary service.

15.4 Length of Workday Determines Length of Vacation Day: Vacation is paid on the basis of the proportionate length of the assigned work-day, up to a maximum of eight (8) hours per day.

15.5 Carryover of Vacation: If the employee is not permitted to take their full annual vacation, the amount not taken shall accumulate for use in the next year. No more than one year of accrued vacation may be carried over, so that an employee may have no more than two years' total vacation (one year accrued, one year carried over) at any time. (EC 45197) However, after one year of carryover, where circumstances beyond the control of the parties prevent scheduled vacation from being taken, the vacation will be rescheduled at times requested by the employee and approved by the District. If the vacation still cannot be scheduled, the employee shall be paid for all unused vacation.

15.6 When Vacation May Be Taken: Vacation may, with the approval of the District, be taken at any time during the school year.

15.6.1 Ten (10) month employees shall receive accrued vacation pay during the Christmas and spring recess periods. Any excess days of vacation shall be paid in the June warrant.

- 15.6.2 Twelve (12) month unit member vacations shall be scheduled at times which are mutually agreeable between the District and the employee.
- 15.7 Holidays: When a holiday falls during the scheduled vacation of any unit member, such day shall not be considered a vacation
- 15.8 Interruption of Vacation: An employee covered by this agreement 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 16: LEAVES OF ABSENCE

16.1 A unit member shall be credited with, and may use, annual and accumulated sick leave allowance as of the first day of the employment year, if the unit member has notified the school. However, new employees shall not be eligible to take more than six (6) days, or the proportionate amount to which entitled, until the first day of the calendar month after completion of six (6) months active service with the District. An employee working less than eight (8) hours per day shall have sick leave benefits prorated in the same ratio as their regular work schedule bears to eight (8).

16.1.1 Sick Leave: Sick leave may be used for diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. Employees who are a victim of domestic violence, sexual assault, or stalking are also eligible. (Labor Code § 246.5)

"Family member" means a child (biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis regardless of age or dependency status); a biological, adoptive or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild; or a sibling.

16.1.1.1 For Personal Illness

16.1.1.1.1 Annual sick leave allowance, full salary. Full time employees shall be entitled to one (1) full day per month for each month worked with full pay depending on monthly assignment during the fiscal year of employment.

16.1.1.1.2 Extended Sick Leave: Annual Sick Leave Allowance Partial Salary. Regular classified employees shall once a year be credited with a total of one hundred (100) working days paid sick leave, including those entitled under 16.1.1.1.1 fully paid sick leave.

Such fully paid sick leave shall be compensated at one hundred percent (100%) of the employees' regular salary: however, the remainder of the 100 days shall be compensated at fifty percent (50%) of the employees' regular salary. (EC 45196)

16.1.1.1.3 The total unused number of full pay sick leave days shall accumulate without limit.

16.1.1.1.4 Regular ten month unit members employed during the summer shall receive sick leave benefits on a pro rata basis.

16.1.1.2 Sick Leave Without Pay: Whenever a unit member's paid sick leave allowance is exhausted, the unit member shall immediately apply to the Superintendent/Principal for sick leave without pay for a definite period of time. Approval of leave is at the sole discretion of the District. Such sick leave without pay shall be subject to renewal for a period up to a total of twelve (12) months.

In case of application for sick leave without pay, the unit member shall supply the Superintendent/CBO with a physician's statement. Application for sick leave without pay, together with a physician's statement, is to be submitted at least fifteen (15) days before exhaustion of paid sick leave time allowance, whenever possible.

16.1.1.3 Proof of Illness: If absence is more than five (5) days, a physician's certification may be required or other proof of illness satisfactory to the District. (Part-time employees will have sick leave/vacation calculated in hours.) The District reserves the right to require a unit member to provide a statement by a physician verifying the cause of absence and ability to return to full service.

16.2 Personal Necessity Leave: All unit members, at their election, may use up to seven (7) days of full pay leave provided under Leaves of Absences,

15.2 - Sick Leave in any fiscal year in cases of personal necessity, including any of the following:

- 16.2.1 The death of a member of the employee's immediate family when the number of days of absence exceeds the limits provided in the Bereavement Section of this Article.
- 16.2.2 Attendance of the funeral of a friend, or of a relative not specified in the Bereavement Section of this Article. Such absence shall be limited to one (1) day under the provisions of this policy. Approval should be secured from the Superintendent/CBO prior to the leave.
- 16.2.3 Graduation or Special Ceremony: Attendance at a special ceremony or graduation at which the unit member or a member of the unit member's immediate family is the recipient of a degree, commendation, or special award. At least seven (7) days advance notice should be given to the Superintendent/CBO prior to the actual date of absence.
- 16.2.4 As a result of an accident or illness involving the member's person or property or the person or property of his/her immediate family.
 - 16.2.4.1 The total number of days allowed in one fiscal year for such leave or leaves shall not exceed seven (7) days.
 - 16.2.4.2 The days allowed shall be deducted from, and may not exceed, the number of full days of fully paid sick leave to which the employee is entitled.
 - 16.2.4.3 The personal necessity leave will not be granted during a scheduled vacation or leave of absence.
- 16.2.5 Other Personal Necessity Leave: Leave for other personal necessities may be granted by the Superintendent/CBO. The criteria used to approve such leave will be that the reasons for the leave are beyond the immediate control of the employee and compel the unit member's presence or participation. The reason for the personal necessity leave must be specified in the request in order that a determination can be made that the nature of the leave compels an individual to be absent from assigned duties and is something more than a personal convenience to the employee or a situation created by the choice of the employee. The following limits and conditions are placed upon allowing a personal necessity leave and personal necessity leave pay:

- 16.3 Pregnancy Disability Leave: Employees are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leave of absence from other illnesses or medical disability. Such leave shall not be used for child care, child rearing or preparation for childbirth, 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 District may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the District.

The employee on leave for pregnancy disability shall be entitled to a position comparable to that held at the time the leave commenced.

Employees on unpaid leave have the right to maintain their health and welfare benefits by paying the total monthly premiums.

Employees returning from pregnancy disability leave shall give a minimum of fifteen (15) days notice to the District.

- 16.4 Parenting Event: All male/female classified employees shall be granted three (3) paid days paternity/maternity leave without loss of salary or benefits for the purpose of adopting, fostering, guardianship or the birth of his/her child. This leave may be used immediately, before, during or immediately after the parenting event of his/her child.

16.4.1 Parental Leave (EC 45196.1): In addition to three (3) days of paternity/maternity leave as set forth above, a unit member may request a leave of absence due to the birth of a child of the unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member. Leave shall be taken within 1 year of said Child's birth/placement and shall be limited to one 12 work week period during any 12 month period.

A unit member may use accrued sick leave for parental leave purposes. When the unit member has exhausted all available sick leave, and continues to be absent from his or her duties on account of parental leave, the unit member shall receive fifty percent (50%) differential pay for 12 work weeks of parental leave provided the employee has worked for at least 12 months.

A unit member is not required to have 1,250 hours of service with the District during the previous 12-month period in order to take parental leave under this section. However, paid parental leave shall only be available to unit members who have worked for the District for 12 months or longer.

Nothing in this section shall be interpreted to prohibit a unit member who does not wish to exhaust his or her sick leave from requesting and receiving up to 12 school weeks of unpaid leave under the California Family Rights Act (CFRA) for child bonding purposes so long as the unit member qualifies for such leave.

16.6 The District will grant Family Care Leave following the provisions of FMLA and CFRA. Complete text of the Family Care Leave Provisions is available in the office to all employees upon request.

16.7 Leave Without Pay:

16.7.1 Leaves of absence without pay for up to thirty (30) working days duration for valid reasons may be granted at the discretion of the Superintendent/CBO. Such leave will not involve loss of position or privileges.

16.7.2 Leaves of absence without pay for longer than thirty (30) working days, but not to exceed one (1) calendar year, for valid reasons may be granted at the discretion of the Superintendent/Principal upon the recommendation of the appropriate supervisor. If such leaves are granted, it will be with the understanding that there will be no guarantee of position reassignment at the expiration of the leave, but the employee will be given consideration for such vacancies that may occur in the employee's class. Exception to this reassignment policy may be granted for employees on leave for illness or other urgent reasons, at the discretion of the Superintendent/Principal.

16.7.3 Attendance at or participation in observance of religious holidays. Absences for this purpose shall not exceed three (3) days in any fiscal year. At least seven (7) days advance notice shall be given to the Superintendent/Principal prior actual dates of absences.

16.8 Industrial Accident/Illness Leave: An employee shall be granted a leave of absence with pay for absences due to an industrial accident or illness in accordance with the following regulations:

16.8.1 Such leaves shall be for a maximum of sixty (60) working days per accident in any fiscal year. In the event that the sixty (60)

days will overlap into the next fiscal year, the employee shall be entitled to the amount of the unused leave due him/her for the same injury or illness during the subsequent year.

- 16.8.2 Such leaves shall not be accumulative from year to year.
- 16.8.3 Salary received from the District during such leave plus wage loss benefit checks received under Workers' Compensation shall be endorsed to the District, and the District shall pay the employee's normal salary during the period of leave.
- 16.8.4 An employee receiving industrial accident/illness leave shall remain within the State of California unless prior approval is received from the District.
- 16.8.5 An industrial accident or illness means any injury or illness whose cause can be traced to the performance of services for the District.
- 16.8.6 An employee may use regular sick leave vacation, and other compensated time off to cover absences caused by industrial accident/illness. Regular sick leave shall be earned during an industrial accident/illness but will be reduced by the number of days so credited if the employee cannot return to work.

When all paid leaves of absence have been exhausted by a classified employee as a result of industrial accident/illness, such employee shall be granted a leave of absence without pay for a six-month period. The District may in its sole discretion renew the leave of absence without pay for two (2) additional six-month periods. When these leaves of absence have been exhausted, and if the employee is not medically able to assume the duties of his/her position, the employee shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. Application for reemployment for such employee will be given full consideration when accompanied by evidence of full recovery and ability to meet current employment standards. If an employee, who was classified as a permanent employee, is rehired within thirty-nine (39) months after the last day of paid service, the District shall restore all rights, benefits, and burdens of a permanent employee, as provided by law.

- 16.9 Military Leave: Leaves for Annual Training Duty -- a unit member, upon submission of the unit member's military orders, shall be granted a leave of absence without loss of salary to report for annual active duty training.

- 16.10 Judicial Leave: If a unit member (10 and 11 month) elects to postpone jury duty, the district will pay the current General Substitute rate of pay up to the number of hours regularly scheduled to work for jury service postponed and performed during non-duty days. This option is only for unit members who receive summons for jury duty scheduled during their normal work year. To qualify for this incentive, the unit member must:
- a. Submit a request in writing to the Superintendent/CBO requesting this pay option: include a copy of the original jury service notice; and a statement indicating you have elected postponement of jury service to non-duty days.
 - b. At the completion of the unit member's service the District must be provided the attendance certification with the daily hours worked. Payment will not be made without the attendance certification.
 - c. The District Superintendent may discuss with the affected employee the practicality of seeking exemption from jury duty when acceptance would tend to materially disrupt the District's operation. This shall not be interpreted as an unlawful solicitation or suggestion, directly or indirectly, to any employee to seek exemption from jury duty.
- 16.11 Bereavement Leave: Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be for a period not to exceed five (5) days. The immediate family is defined as husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, foster parent, stepparent, stepson, stepdaughter, foster son, foster daughter, brother-in-law, sister-in-law, or any person living in the immediate household of the employee.
- 16.11.5 One (1) day for funeral attendance for other than immediate family.
- 16.12 Catastrophic Leave: In the event of a unit member's catastrophic illness or injury, the District and the Association will meet to consider whether the employee is eligible to participate pursuant to Board Policy / Administrative Regulation 4261.9.

ARTICLE 17: TRANSFERS

- 17.1 Employee Requested Transfer: A member of the unit may request, in writing, a transfer from one assignment to another in the District when there are vacant positions.
- 17.2 Lateral Transfers: When a new position is created or an existing position becomes vacant, the District shall first consider lateral transfer requests to the position to unit members serving in the same class or related classes in the District.
- 17.3 Vacancies: Job announcements shall be posted by the District prior to being filled.

ARTICLE 18: GRIEVANCE PROCEDURE

18.1 **Purpose:** It is the intention of the parties to this Agreement to resolve all grievances equitably at the lowest possible administrative level. It is also the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances.

18.2 Definitions:

18.2.1 A **Grievant** may be any member or members of the California School Employees Association, or the Association, as covered by the terms of this Agreement.

18.2.2 A **Grievance** is an assertion, by a grievant, that involves the interpretation, application, or alleged violation of an express Agreement which adversely affects the term of this grievant.

18.2.3 A **Party-in-Interest** is any person who might be required to take action or against whom action may be taken to resolve a grievance.

18.2.4 A **Representative** is a co-worker, administrator, agent of the exclusive representative or legal counsel who shall represent any party-in-interest at the party-in-interest's election.

18.2.5 A **Day** is any day in which the central administrative office of the District is open for business.

18.2.6 The **Immediate Supervisor** is the lowest level management team member designated to adjust grievances.

18.2.7 The **Exclusive Representative** means the California School Employees Association and the Association.

18.3 Procedure:

18.3.1 **Step One (Informal):** An aggrieved person will first discuss the grievance (Appendix C) informally with the immediate supervisor with the objective of resolving the matter informally. In the event the matter is not resolved informally, the unit member may file a formal written grievance with the Principal. The formal Step One grievance is a clear, concise statement of the grievance which includes the circumstances involved, the section of the contract allegedly violated, the date the alleged violation occurred, and the date of the informal conference

referred to above. In no event may a written grievance be filed more than fifteen (15) days after the occurrence of the act or omission giving rise to the grievance.

The Principal shall provide the grievant a copy of his/her written response within fifteen (15) days of the receipt of a formal Step One grievance.

18.3.2 Step Two: If the aggrieved person is not satisfied with the disposition of the grievance at Step One, or receives no timely response from the Principal, he/she may appeal the grievance in writing with the Superintendent/ CBO within fifteen (15) days.

18.3.2.1 The grievant may be accompanied by a representative of his/her choice at this level and all successive levels.

18.3.2.2 Within fifteen (15) days after receipt of the appealed written grievance by the Superintendent/Principal, the Superintendent/ CBO or his/her designee will meet with the aggrieved person.

18.3.2.3 The Superintendent/CBO shall provide the grievant with a written decision within fifteen (15) days of the Step Two meeting.

18.3.3 Step Three: ADVISORY ARBITRATION Within fifteen (15) working days of the Superintendent/Principal's decision, the Association may appeal the grievance to advisory arbitration by filing a written demand for arbitration with the Superintendent/CBO.

Within ten (10) calendar days of the Superintendent/Principal's receipt of the demand for arbitration, the parties shall meet to select an arbitrator. The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot agree upon an arbitrator within fourteen (14) days following the parties meeting, a list of seven (7) arbitrators shall be obtained from the California State Conciliation and Mediation Services.

Upon the receipt of the list of names, each party shall strike one name until only one name remains from the list. The party selecting the arbitrator shall be responsible for contracting the arbitrator to arrange the hearing.

The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the specific

regulations, and State statutes and shall not have jurisdiction to add to, detract from or alter in any way, the provisions of the Agreement. In all cases an attempt shall be made by the District and the appealing party to mutually agree on a joint written submission of the issues to be presented to the arbitrator. If no joint submission is reached, each party shall submit its own statement of the issues to the arbitrator and to each other.

The arbitrator's decision and award shall be in writing and submitted to the parties. The award shall be advisory to the Board of Trustees. Appeal hearings by the arbitrator shall be private.

The fees and expenses incidental to the services of the arbitrator shall be split equally between the parties.

- 18.4 Board of Trustee Review: The Board of Trustees shall consider the arbitrator's recommended award and shall render a final and binding decision on the grievance within thirty (30) days of the Employer's receipt of the Arbitrator's advisory award. If the Board does not issue a timely final decision on the matter, the arbitrator's recommended award shall be deemed to have been adopted by the Board itself.

In the event the Board of Trustees exercises review rights referenced in the above section, the Association shall be notified in writing of the date, time, and location of said consideration. The Association, upon request, shall have the right to address the Board of Trustees, presenting verbal and or written argumentation supportive of the Association Position.

In the event the Board of Trustees adopts a decision different from that of the arbitrator, said decision shall be set forth in writing and issued to the Association within thirty (30) calendar days.

American Arbitration Rules: Any arbitration hearing conducted pursuant to this Agreement shall be done so in conformance with the American Arbitration Association Voluntary Labor Arbitration Rules.

- 18.5 Rights of Representation: A unit member may be represented at all stages of the grievance procedure by himself or herself or, at his or her option by a representative of the Association. If any employee is not represented by the Association or its representative, any resolutions reached without presence of the Association shall be made available to the Association for review and input before finalization.

- 18.6 Miscellaneous:

- 18.6.1 Decisions rendered at Step Two and at all subsequent levels of the grievance procedure will be in writing, setting forth the decision and the reasons therefore and will be transmitted promptly to the grievant and his/her supervisor, and to the President of the Association. Time limits for appeal provided in each level shall begin the day following receipt of any written decision by the parties in interest. Any grievance not filed timely or appealed within the time limits set forth shall be waived with no further processing.
- 18.6.2 The parties shall attempt to conduct all grievance meetings during non-work time. However, when it is necessary for a representative designated by the Association to attend a grievance meeting during the day and which cannot be scheduled during non-work time, he/she will, upon notice to his/her principal or immediate supervisor, and the President of the Association, be released without loss of pay, if during the workday, in order to permit participation in the foregoing activities.
- 18.6.3 All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

ARTICLE 19: SAFETY CONDITIONS

- 19.1 The Superintendent/CBO shall be responsible for the promulgation of safety rules for all classified employees and shall take reasonable steps to provide unit members a safe working environment. Employees shall immediately report unsafe working conditions to the Superintendent/ CBO.

ARTICLE 20: CONCERTED ACTIVITIES

- 20.1 It is understood and agreed that there will be no strike, work stoppage, slowdown, or other interference with the operations of the District by the Association or by its officers, agents, or members of the bargaining unit during the term of this Agreement. The Board agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

ARTICLE 21: SAVINGS PROVISIONS

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

ARTICLE 22: SUPPORT OF AGREEMENT

- 22.1 The District and the Association agree that it is to their mutual benefit to support this Agreement and to encourage the resolution of differences through the meet and negotiations process. Therefore, it is agreed that the Association and District will not appear before the Governing Board to seek change or improvement in any matter subject to the meet and negotiations process, except by mutual agreement of the parties.

ARTICLE 23: DISCIPLINARY ACTION

- 23.1 Exclusive Procedure: Discipline shall be imposed upon bargaining unit employees only pursuant to this Article.
- 23.2 Disciplinary Procedure:
- 23.2.1 Discipline shall be imposed on permanent employees of the bargaining unit only for just cause. Disciplinary action is deemed to be any action which deprives any employee in the bargaining unit of any classification or incident of employment or classification in which the employee has permanence and includes but is not limited to dismissal, demotion, suspension, reduction in hours or class or transfer or reassignment without the employee's voluntary written consent.
 - 23.2.2 Except in those situations where an immediate suspension is justified under the provision of this Agreement, an employee whose work or conduct is of such character as to incur discipline shall normally be warned by the supervisor. The supervisor shall normally in most circumstances which are not egregious, give a reasonable period of advanced warning to permit the employee to correct the deficiency without incurring disciplinary action. An employee who has received such a warning may appeal the warning notice.
 - 23.2.3 Discipline less than discharge will be undertaken for corrective purposes only.
 - 23.2.4 The District shall not initiate any disciplinary action for any cause alleged to have arisen prior to the employee becoming permanent.
 - 23.2.5 When 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 indicate (1) the specific charges against the employee which shall include times, dates, and location of chargeable actions or omissions, (2) the penalty proposed, (3) a right to a pre-disciplinary ("Skelly") meeting, and (3=4) a statement of a right to appeal to a hearing.
 - 23.2.6 The penalty proposed shall not be implemented until the employee has exhausted all rights under the grievance article.

23.2.7 An employee may be relieved of duties without loss of pay at the option of the District.

23.3 Emergency Suspension:

23.3.1 The Association and the District recognize that emergency situations can occur involving the health and welfare of students or employees. If the employee's presence could lead to a danger to the lives, safety, or health of students or fellow employees, the District may immediately place the employee on administrative leave, with or without pay for up to three (3) days.

23.3.2 During the administrative leave, the District shall serve notice and the statement of facts upon the employee, who shall be entitled to respond to the factual contentions supporting the emergency.

ARTICLE 24: LAYOFF AND REEMPLOYMENT RIGHTS

24.1 Layoff procedures and reemployment rights shall be in accordance with applicable law and the additional procedures set forth in this Article.

24.2 Definitions:

24.2.1 “Classification” is a position within the classified service that has a defined job description and title, number of hours per day, number of hours per week, number of days per week, and number of months per year as adopted by the Governing Board.

24.2.2 “Seniority” is the length of service within a classification, plus higher classification. Length of service shall be determined by date of hire.

24.2.3 “Higher classification” means higher placement on the classified salary schedule. As between two classification with the same placement on the classified salary schedule, “higher classification” means, in order of priority, longer length of work year, higher number of hours per week, and higher numbers of hours per day.

24.2.4 “Layoff” includes any reduction in hours of employment or assignment to a class or grade lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff. (EC 45101(g).)

24.2.5 “Displacement rights” are defined as the ability of employees with greater seniority within a classification to take the position of employees with less seniority within a classification subject to certain displacement rules. “Displacement rights” are sometimes referred to as “bumping rights”.

24.2.6 “Layoff Resolution” is the document adopted by the Governing Board that identifies the justification for layoff (“lack of work” or “lack of funds” or both.), the classifications to be eliminated or reduced, and the timeline of events.

24.2.7 “Days” means calendar days.

24.2.8 “Working days” means days the District Office is open for regular business.

- 24.2.9 “Notice” means the written notification provided to employees who will be laid off which describes the rationale for the layoff, displacement rights (if any), and reemployment rights.
- 24.2.10 “Reemployment” means return of the rights and benefits of the classification from which an employee was laid off.
- 24.2.11 “Qualifications” means the duties and standards adopted by the Governing Board for a particular classification, and the actual duties and tasks performed by incumbents of the classification as identified by the District. The “qualifications” of an employee may be determined through examination.
- 24.2.12 “Job family” is a group of classifications with similar qualifications.
- 24.2.13 “Total District Seniority” is the length of service of an employee in any classification in the District dating back to the employee’s initial engagement with the District as a classified employee or return to the District as a classified employee following a break in service.
- 24.3 Notice of Layoff: In accordance with the rights and procedures set forth in Education Code section 45117 and Educational Employment Relations Act, the following shall apply to layoff notifications:
- 24.3.1 Following adoption by the Governing Board of a layoff resolution, the Association shall receive a copy of the layoff resolution and a list of employees affected by the layoff. The Association may thereafter demand to negotiate the impacts and effects of the layoff decision .
- 24.3.2 Following adoption by the Governing Board of a layoff resolution, the District shall provide affected employees with written notice by no later than March 15, which shall inform the employee of displacement rights, if any, and reemployment rights (EC 45117). Such written notice shall include an election form for the unit member to indicate whether he or she wishes to exercise displacement rights, if applicable.
- 24.3.3 When classified positions must be eliminated as a result of the expiration of a specially funded program, the employees to be laid off shall be given written notice not less than 60 days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights (EC 45117(g)).

24.4 Order of Layoff

- 24.4.1 The order of layoff within a classification shall be determined by length of service. The employee who has been employed the shortest time in the classification, plus higher classifications, shall be laid off first.
- 24.4.2 In the event of a tie, the employee with the greatest total District seniority shall be deemed to possess greater seniority. In the event a tie still exists, order of layoff shall be determined by lot.
- 24.4.3 Reemployment shall be in the reverse order of layoff.

24.5 Employee Rights

- 24.5.1 Each affected employee within a classification shall receive a layoff notice.
- 24.5.2 Displacement rights are limited to the following options, which shall, to the extent applicable, be listed on the election form provided with the notice of layoff:
 - 24.5.2.1 Accept the layoff.
 - 24.5.2.2 Displace the least senior employee with equal months per year, days per week, hours per week, and hours per day in the same classification.
 - 24.5.2.3 Displace the least senior employee with fewer months per year, hours per week, or hours per day in the same classification.
 - 24.5.2.4 Displace the least senior employee with equal months per year, days per week, hours per week, and hours per day in a lower classification in which the employee has established seniority and possesses greater seniority rights.
 - 24.5.2.5 Displace the least senior employee with fewer months per year, hours per week, or hours per day in a lower classification in which the employee has established seniority and possesses greater seniority rights.
 - 24.5.2.6 Subject to the rights of other laid off employees, or others on the reemployment list move into a vacancy for which the employee is deemed qualified. In the

event two or more laid off employees are deemed equally qualified for a vacancy, total seniority in the District shall decide.

- 24.5.2.7 Apply for any other vacant positions.
- 24.5.2.8 Each employee being laid off or displaced shall make this selection in order of seniority.
- 24.5.2.9 Affected employees shall not be permitted to displace more than one employee, unless the employee is subject to layoff in more than one classification.
- 24.5.2.10 A more senior employee may bump another employee with less seniority in order to retain maximum work hours. A more senior employee may bump another employee who has less seniority but works more hours.

24.6 The election form required by this Article shall be returned within ten (10) working days. Thereafter, the District will schedule a meeting with each employee who has returned the form indicating that he or she wishes to exercise displacement rights. The layoff, displacement and reemployment process and rights will be explained and any necessary information will be provided. The employee shall be entitled to representation.

24.7 Reemployment Rights

24.7.1 As provided in Education Code section 45308, employees who are laid off shall have reemployment rights for any vacancies in their classification for a period of thirty-nine (39) months. Reemployment shall be by seniority. In addition, as provided in Education Code section 45298, laid-off employees on a reemployment list may apply for vacancies in positions other than their classification, and if determined by the District to be qualified for the position, shall be reemployed in preference to new applicants. Employees who are laid off also shall have the right to participate in promotional examinations.

24.7.2 An employee who takes a voluntary demotion or reduction in assigned time in lieu of a layoff shall be granted the same rights specified in 24.7.1 and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months, provided, that the same tests of

fitness under which they qualified for appointment to the classification still apply.

- 24.8 Employees who take voluntary demotion or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the unit member, returned to a position in their former classification or to positions with increased assigned time as vacancies become available and without limitations of time. However, if there is a reemployment list, they shall be ranked on that list in accordance with their proper seniority.
- 24.9 Employees recalled from layoff shall be reinstated at their prior salary schedule step, and shall be credited with their prior district service for all other purposes in this Agreement, including seniority and longevity-based benefits.
- 24.10 Retirement in lieu of layoff: An employee, if eligible, may elect to accept a retirement in lieu of layoff pursuant to Education Code section 45115. If he or she subsequently accepts in writing, a position within the District during the 39-month period of preferred reinstatement rights, the District shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed his or her request for reinstatement from retirement.
- 24.11 Employees on the reemployment list shall have the first right of refusal to substitute assignments and short-term assignments in the classification from which they were laid off or in any other classification for which they were laid off or in any other classification for which they are qualified.
- 24.12 If Education Code section 45101, 45114, 45115, 45117, 45298, and 45308 are amended or rescinded, either party may reopen negotiations on layoff procedures and at such time the parties will negotiate matters that are within the scope of negotiations pertaining to layoff and reemployment rights.
- 24.13 Upon demand by the Association, the District and Association shall meet and negotiate regarding the impacts and effects of the decision to layoff, but only to the extent the issue is not already addressed by the foregoing provisions.
- 24.14 Upon separation due to layoff, affected benefited employees shall be provided with sixty (60) days of paid benefits if laid off in June.

ARTICLE 25: COMPLETION OF NEGOTIATIONS

- 25.1 Both parties acknowledge that during the negotiations which preceded this Agreement, they had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations and the understandings and agreements aimed at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement shall constitute the full and complete commitment of both parties.
- 25.2 The Association and the District mutually agree that for the life of the Agreement neither party shall be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement, unless there is mutual agreement by both parties to reopen negotiations on those specific matters, except as otherwise specified in this Agreement.

ARTICLE 26:
TERM OF AGREEMENT

- 26.1 Term of Agreement: This Agreement shall be effective as of July 1, 2023 and shall continue in effect to and including June 30, 2026.
- 26.2 Reopener Clause: On or about March 15, 2024 either CSEA or the Governing Board may reopen for negotiations for the 2024 - 2025 school year, the Articles of this Agreement covering Pay and Allowances and Employee Benefits, as per Appendix "E" and Two (2) additional Articles of each party's choosing.
- 26.3 Reopener Clause: On or about March 15, 2025 either CSEA or the Governing board may reopen for negotiations for the 2025 - 2026 school year, the Articles of this Agreement covering Pay and Allowances and Employee Benefits, as per Appendix "E" and two (2) additional Articles of each party's choosing.

The Association and the District shall have the right to reopen the Agreement any time by mutual consent.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers thereof, effective on the day and year set forth hereinabove.

Accepted by the Superintendent
For the District



Aug 21, 2023

Bradley Johnson, Superintendent Date

Accepted by CSEA President
For the Association



James Stevens (Aug 22, 2023 10:20 PDT)

Aug 22, 2023

James Stevens, President Date



Aug 28, 2023

Kyler Miller, CSEA Staff Date

August 16, 2023

Date Approved by the Board

CSEA Contract 2023-2026 (1)

Final Audit Report

2023-08-28

Created:	2023-08-17
By:	Deborah Cagney (deborah.cagney@dehesasd.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAERjMZUmwQKT3VhmbO4EYtNw6p03RnY3b

"CSEA Contract 2023-2026 (1)" History

-  Document created by Deborah Cagney (deborah.cagney@dehesasd.net)
2023-08-17 - 0:45:35 AM GMT- IP address: 209.66.200.10
-  Document emailed to Bradley Johnson (bradley.johnson@dehesasd.net) for signature
2023-08-17 - 0:47:47 AM GMT
-  Email viewed by Bradley Johnson (bradley.johnson@dehesasd.net)
2023-08-21 - 5:21:42 PM GMT- IP address: 209.66.200.10
-  Document e-signed by Bradley Johnson (bradley.johnson@dehesasd.net)
Signature Date: 2023-08-21 - 5:21:57 PM GMT - Time Source: server- IP address: 209.66.200.10
-  Document emailed to james.stevens@dehesasd.net for signature
2023-08-21 - 5:21:59 PM GMT
-  Email viewed by james.stevens@dehesasd.net
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-  Signer james.stevens@dehesasd.net entered name at signing as James Stevens
2023-08-22 - 5:20:44 PM GMT- IP address: 209.66.200.10
-  Document e-signed by James Stevens (james.stevens@dehesasd.net)
Signature Date: 2023-08-22 - 5:20:46 PM GMT - Time Source: server- IP address: 209.66.200.10
-  Document emailed to Kyler Miller (ktmiller@csea.com) for signature
2023-08-22 - 5:20:48 PM GMT
-  Email viewed by Kyler Miller (ktmiller@csea.com)
2023-08-28 - 2:24:24 PM GMT- IP address: 76.167.224.75
-  Document e-signed by Kyler Miller (ktmiller@csea.com)
Signature Date: 2023-08-28 - 2:25:07 PM GMT - Time Source: server- IP address: 76.167.224.75

✔ Agreement completed.

2023-08-28 - 2:25:07 PM GMT

CSEA Hourly Classification Chart

Classification	Range	Designee	Position less than 12 months minimum workdays
Student Care Assistant	4	Principal	185
Multitask Worker	4	Principal	185
Office Assistant	5	Principal	185
Child Nutrition Aide	5	Principal	188
Instructional Aide	5	Principal	185
Bilingual Instructional Aide	5	Principal	185
Multimedia Center Instructional Aide	5	Principal	185
Student Care Leader	5	Principal	185
Special Ed Instructional Aide	7	Principal	185
Student Care Coordinator	8	Principal	193
Clerk Typist	9	Principal	185
Custodian or Groundskeeper	9	Supt./CBO	*
Custodian or Groundskeeper	9	Supt./CBO	185
Secretary	10	Principal	185
Accounts Clerk	11	Supt./CBO	*
School Bus Driver	12	Supt./CBO	188
Child Nutrition Coordinator	14	Supt./CBO	*
School/District Administrative Clerk	14	Principal	*
Technology Specialist	15	Principal/Supt	195
Instructional Assistant	15	Principal	185
Transportation Coordinator	15	Supt./CBO	205
Maintenance/Operations Lead	15	Supt./CBO	*
Business Services Specialist	16	Supt./CBO	205
TC/SBD Instructor	16	Supt./CBO	205
Lead Technology Specialist	23/25**	Principal/Supt	*

* 12 month employee

** Range 25 applicable under February 16, 2022 Lead Technology Specialist MOU

Board Approved: February 16, 2022

Dehesa School District
California School Employees Association

Salary Schedule - Effective 7/1/2023																
Classified Annual																
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	STEP INCREASES	26,476	27,536	28,647	29,782	30,966	32,200	33,507	34,841	36,246	37,701	39,207	40,762	42,390	44,093	45,844
2		27,536	28,647	29,782	30,966	32,200	33,507	34,841	36,246	37,678	39,182	40,762	42,390	44,093	45,844	47,671
3		28,647	29,782	30,966	32,200	33,507	34,841	36,246	37,678	39,182	40,762	42,390	44,093	45,844	47,671	49,595
4		29,782	30,966	32,200	33,507	34,841	36,246	37,678	39,182	40,762	42,390	44,093	45,844	47,671	49,595	51,569
5		30,966	32,200	33,507	34,841	36,246	37,678	39,182	40,762	42,390	44,093	45,844	47,671	49,595	51,569	53,642
6		32,200	33,507	34,841	36,246	37,678	39,182	40,762	42,390	44,093	45,844	47,671	49,595	51,569	53,642	55,788
7		32,200	33,507	34,841	36,246	37,678	39,182	40,762	42,390	44,093	45,844	47,671	49,595	51,569	53,642	55,788
8		32,200	33,507	34,841	36,246	37,678	39,182	40,762	42,390	44,093	45,844	47,671	49,595	51,569	53,642	55,788
9		32,200	33,507	34,841	36,246	37,678	39,182	40,762	42,390	44,093	45,844	47,671	49,595	51,569	53,642	55,788
10		33,507	34,841	36,222	37,701	39,182	40,762	42,390	44,093	45,844	47,671	49,595	51,569	53,642	55,788	58,009
11		33,507	34,841	36,222	37,701	39,182	40,762	42,390	44,093	45,844	47,671	49,595	51,569	53,642	55,788	58,009
12		33,507	34,841	36,222	37,701	39,182	40,762	42,390	44,093	45,844	47,671	49,595	51,569	53,642	55,788	58,009
13		33,507	34,841	36,222	37,701	39,182	40,762	42,390	44,093	45,844	47,671	49,595	51,569	53,642	55,788	58,009
14		34,841	36,246	37,678	39,182	40,762	42,390	44,093	45,844	47,671	49,595	51,569	53,642	55,788	58,009	60,328
15		34,841	36,246	37,678	39,182	40,762	42,390	44,093	45,844	47,671	49,595	51,569	53,642	55,788	58,009	60,328
16		34,841	36,246	37,678	39,182	40,762	42,390	44,093	45,844	47,671	49,595	51,569	53,642	55,788	58,009	60,328
17		34,841	36,246	37,678	39,182	40,762	42,390	44,093	45,844	47,671	49,595	51,569	53,642	55,788	58,009	60,328
18		36,246	37,678	39,182	40,762	42,390	44,093	45,844	47,671	49,595	51,569	53,642	55,788	58,009	60,328	62,745
19		36,246	37,678	39,182	40,762	42,390	44,093	45,844	47,671	49,595	51,569	53,642	55,788	58,009	60,328	62,745
20		36,246	37,678	39,182	40,762	42,390	44,093	45,844	47,671	49,595	51,569	53,642	55,788	58,009	60,328	62,745
21		36,246	37,678	39,182	40,762	42,390	44,093	45,844	47,671	49,595	51,569	53,642	55,788	58,009	60,328	62,745
22		37,701	39,182	40,762	42,390	44,093	45,844	47,671	49,595	51,569	53,642	55,788	58,009	60,328	62,745	65,262
23		37,701	39,182	40,762	42,390	44,093	45,844	47,671	49,595	51,569	53,642	55,788	58,009	60,328	62,745	65,262
24		37,701	39,182	40,762	42,390	44,093	45,844	47,671	49,595	51,569	53,642	55,788	58,009	60,328	62,745	65,262
25		37,701	39,182	40,762	42,390	44,093	45,844	47,671	49,595	51,569	53,642	55,788	58,009	60,328	62,745	65,262
26		39,207	40,762	42,390	44,093	45,844	47,671	49,595	51,569	53,642	55,788	58,009	60,328	62,745	65,262	67,853
27		39,207	40,762	42,390	44,093	45,844	47,671	49,595	51,569	53,642	55,788	58,009	60,328	62,745	65,262	67,853
28		39,207	40,762	42,390	44,093	45,844	47,671	49,595	51,569	53,642	55,788	58,009	60,328	62,745	65,262	67,853
29		39,207	40,762	42,390	44,093	45,844	47,671	49,595	51,569	53,642	55,788	58,009	60,328	62,745	65,262	67,853
30		40,762	42,390	44,093	45,844	47,671	49,595	51,569	53,642	55,788	58,009	60,328	62,745	65,262	67,853	70,568

Dehesa School District
California School Employees Association

Salary Schedule - Effective 7/1/2023															
Classified Annual															
		16	17	18	19	20	21	22	23	24	25	26	27	28	29
1	STEP INCREASES	47,671	49,595	51,569	53,642	55,788	58,009	60,328	62,745	65,262	67,853	70,568	73,405	76,341	79,401
2		49,595	51,569	53,642	55,788	58,009	60,328	62,745	65,262	67,853	70,568	73,405	76,341	79,401	82,559
3		51,569	53,642	55,788	58,009	60,328	62,745	65,262	67,853	70,568	73,405	76,341	79,401	82,559	85,866
4		53,642	55,788	58,009	60,328	62,745	65,262	67,853	70,568	73,405	76,341	79,401	82,559	85,866	89,295
5		55,788	58,009	60,328	62,745	65,262	67,853	70,568	73,405	76,341	79,401	82,559	85,866	89,295	92,873
6		58,009	60,328	62,745	65,262	67,853	70,568	73,405	76,341	79,401	82,559	85,866	89,295	92,873	96,598
7		58,009	60,328	62,745	65,262	67,853	70,568	73,405	76,341	79,401	82,559	85,866	89,295	92,873	96,598
8		58,009	60,328	62,745	65,262	67,853	70,568	73,405	76,341	79,401	82,559	85,866	89,295	92,873	96,598
9		58,009	60,328	62,745	65,262	67,853	70,568	73,405	76,341	79,401	82,559	85,866	89,295	92,873	96,598
10		60,328	62,745	65,262	67,853	70,568	73,405	76,341	79,401	82,559	85,866	89,295	92,873	96,598	100,448
11		60,328	62,745	65,262	67,853	70,568	73,405	76,341	79,401	82,559	85,866	89,295	92,873	96,598	100,448
12		60,328	62,745	65,262	67,853	70,568	73,405	76,341	79,401	82,559	85,866	89,295	92,873	96,598	100,448
13		60,328	62,745	65,262	67,853	70,568	73,405	76,341	79,401	82,559	85,866	89,295	92,873	96,598	100,448
14		62,745	65,262	67,853	70,568	73,405	76,341	79,401	82,559	85,866	89,295	92,873	96,598	100,448	104,470
15		62,745	65,262	67,853	70,568	73,405	76,341	79,401	82,559	85,866	89,295	92,873	96,598	100,448	104,470
16		62,745	65,262	67,853	70,568	73,405	76,341	79,401	82,559	85,866	89,295	92,873	96,598	100,448	104,470
17		62,745	65,262	67,853	70,568	73,405	76,341	79,401	82,559	85,866	89,295	92,873	96,598	100,448	104,470
18		65,262	67,853	70,568	73,405	76,341	79,401	82,559	85,866	89,295	92,873	96,598	100,448	104,470	108,664
19		65,262	67,853	70,568	73,405	76,341	79,401	82,559	85,866	89,295	92,873	96,598	100,448	104,470	108,664
20		65,262	67,853	70,568	73,405	76,341	79,401	82,559	85,866	89,295	92,873	96,598	100,448	104,470	108,664
21		65,262	67,853	70,568	73,405	76,341	79,401	82,559	85,866	89,295	92,873	96,598	100,448	104,470	108,664
22		67,853	70,568	73,405	76,341	79,401	82,559	85,866	89,295	92,873	96,598	100,448	104,470	108,664	113,006
23		67,853	70,568	73,405	76,341	79,401	82,559	85,866	89,295	92,873	96,598	100,448	104,470	108,664	113,006
24		67,853	70,568	73,405	76,341	79,401	82,559	85,866	89,295	92,873	96,598	100,448	104,470	108,664	113,006
25		67,853	70,568	73,405	76,341	79,401	82,559	85,866	89,295	92,873	96,598	100,448	104,470	108,664	113,006
26		70,568	73,405	76,341	79,401	82,559	85,866	89,295	92,873	96,598	100,448	104,470	108,664	113,006	117,522
27		70,568	73,405	76,341	79,401	82,559	85,866	89,295	92,873	96,598	100,448	104,470	108,664	113,006	117,522
28		70,568	73,405	76,341	79,401	82,559	85,866	89,295	92,873	96,598	100,448	104,470	108,664	113,006	117,522
29		70,568	73,405	76,341	79,401	82,559	85,866	89,295	92,873	96,598	100,448	104,470	108,664	113,006	117,522
30		73,405	76,341	79,401	82,559	85,866	89,295	92,873	96,598	100,448	104,470	108,664	113,006	117,522	122,210

6% increase effective 7/1/23 per the included 8/16/2023 CSEA TA agreement
Board Approved: 2/21/2024



Position Description

TITLE: Lead Technology Specialist

CLASSIFICATION: Classified

DEPARTMENT: Student Services

WORK YEAR: 12 months, 245 Days

REPORTS TO: Principal

SALARY: Range 23 or

Charter Support– Range 25

GENERAL SUMMARY

Under the Supervision of the Superintendent or designee, the Technology Specialist is responsible for all aspects of technology in the school district. The individual in this role is responsible for:

- serving as the information technology staff, ensuring that the Dehesa network and related software are always accessible to students and teachers;
- serving as resource specialist for teachers and students in appropriate software and applications to support maximum content learning;
- serving as trouble shooter and repair person for all staff members when technology problems occur;
- trainer of teachers and staff in the use of new and existing technology applications and;
- design and maintenance of the District's web site and (6) manages, coordinates and maintains all school library functions.
- This position may also perform these services, except for library functions, at The Heights Charter.

PRINCIPAL DUTIES AND RESPONSIBILITIES

- Performs installation, configuration, troubleshooting, and repair of site technology including, but not limited to, computers, Chromebooks, tablets, computer peripherals, local and network printers, application software, and AV equipment.
- Performs troubleshooting, installation, configuration, and maintenance of local area networks (LANs) and wide area networks (WANs).
- Performs troubleshooting, installation, configuration, and maintenance of district firewall, router, switches, servers, and access points.
- Performs troubleshooting, installation, configuration, and maintenance of VOIP phone system.

- Performs software and operating system installation and upgrades.
- Maintains up-to-date security and virus protection, and performs appropriate corrective maintenance.
- Maintains and updates District/School website and social media accounts.
- Manages and supports student, teachers, and staff access accounts using, but not limited to, Active Directory and G Suite.
- Manages and supports student, teachers, and staff accounts for schools online programs.
- Instructs students, teachers, and staff on the proper care and transport of all technology including, but not limited to, Chromebooks, laptops, tablets, etc.
- Instruct Students, teachers, and staff in cybersecurity.
- Instructs students on Digital Citizenship using resources from Common Sense Education
- Organizes, plans, and maintains schools Digital Citizenship recognition program through Common Sense Education
- Coordinate with Business Manager, Superintendent, and/or Principal to develop technology update plans.
- Coordinates and/or instructs students and teachers for the purpose of complementing classroom instruction in the various software applications and the use of technology.
- Coordinates, prepares, and maintains inventory and documentation of all site technology and peripherals.
- Assists students and staff in the operation of technology, local and network printers, and other related peripheral equipment (mobile devices, tablets, interactive whiteboards, projectors, scanners, etc.).
- Assists personnel with manufacturers' technology support and warranty issues.
- Assists in coordinating technology support for all District and State testing needs.
- Assists in creating and maintaining user accounts for District and State testing
- Assists in administering District and State testing
- Assist in use and deployment of telecommunication technologies such as video streaming, videoconferencing, webcasting, and other emerging IP broadcast applications
- Assist students and teachers with Student Information System
- Supports students, parents and staff with virtual learning.
- Assists teachers with School News Broadcast Elective, provide support with organizing students, filming, and editing
- Attends technology meetings and seminars.
- Serves as a liaison between the SDCOE Technology Consortium and the district.
- Checks library books in and out.
- Maintains and updates online book catalog.
- Reshelf returned library books and repair damaged books.
- Places orders and processes newly purchased books.
- Inventories the library at the end of each school year.
- Responsible for facilitating opening library before and after school.
- Participate in professional development opportunities to be established annually between employee and Principal, with input from Superintendent/CBO.
- This position may also perform these duties, except for library functions, at The Heights Charter.

KNOWLEDGE AND ABILITIES REQUIRED

Knowledge of:

- Principles, unified communications, basic operation, and installation of LANs, network equipment, computers, telecommunication systems, related software and peripheral equipment.
- Active Directory, TCP/IP, and Group Policy.
- Materials, methods and tools used in the operation, maintenance, and repair of computer hardware, software and peripherals.
- General principles and techniques of systems analysis.
- Interpersonal skills using tact, patience and courtesy.
- Oral and written communication skills.
- Record-keeping and basic report preparation techniques.
- library procedures and practices; alphabetical and numerical filing systems; Dewey Decimal System; simple coding systems
- Proficiency in correct English usage, spelling, grammar, proofreading.
- Install, maintain and configure LANs, network equipment, computer hardware, unified communications, peripherals and software applications systems.
- Diagnose and repair computer and peripheral malfunctions and breakdowns.
- Operate a variety of tools and equipment utilized in the operations and repair of computer systems.
- Provide technical support and assistance to students, teachers, and staff in a helpful, courteous and timely manner.
- Communicate effectively both orally and in writing.
- Diagnose and repair network-cabling systems.
- Read and utilize technical manuals.
- Update and maintain a variety of files and records accurately.
- Work independently and exercise initiative and good judgment.
- Prioritize and complete work with many interruptions.
- Meet schedule and time lines.
- Recognize scope of authority.

WORKING CONDITIONS

- Ability to see and read, with or without vision aids; ability to hear and understand speech at normal levels; ability to communicate so others will clearly understand normal conversation
- Light to moderate physical effort; lift boxes, packages and bundles weighing up to 45 pounds; reach, stoop, kneel and pull, in order to file, place and store books and other materials
- Rapid paced work, moderate levels of stress
- Primarily indoor library, classroom and school environment.

CONTACTS

- Daily contact with students, teachers, all school, and District staff
- Occasional contacts with parents, community members, SDCOE, vendors and outside

agencies.

EDUCATION & EXPERIENCE

- Experience in managing, repairing, and troubleshooting computer networks.
- Demonstrated experience in customer service and with applicable interpersonal skills
- Strong familiarity with and commitment to objectives of 21st –century learning.
- Experience with a range of software, hardware, and operating systems.
- A+ Certification Desired
- Network + Certification Desired
- High level of demonstrated experience in troubleshooting and maintaining personal computers
- First Aid and CPR Certification
- Proof of advanced technology coursework and/or computer experience.
- High level of ability to learn new software programs and to assist staff in their use.

TENTATIVE AGREEMENT

By and Between

DEHESA SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS

DEHESA CHAPTER # 663

Article 11: PAY AND ALLOWANCES


11.1 Regular Rate of Pay: Status quo except the Chapter accepts the Districts offer of a 1% of salary off schedule for all bargaining unit members effective July 1st, 2021.

11.1 Regular Rate of Pay: Status quo except the Chapter accepts the Districts offer of a 3% salary on schedule increase for all bargaining unit members effective July 1st, 2021. The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix A, attached hereto and incorporated by reference as a part of this Agreement.

This Agreement settles all negotiations for FY21-22.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers thereof, effective on the day and year set forth hereinabove.

Accepted by the Superintendent/CBO
For the District



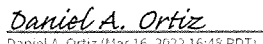
Bradley Johnson Date Mar 16, 2022

Accepted by CSEA President
For the Association



Jackie Finch (Mar 14, 2022 14:12 PDT) Mar 14, 2022
Jackie Finch Date

Accepted by CSEA LRR



Daniel A. Ortiz (Mar 16, 2022 16:48 PDT) Mar 16, 2022
Dan Ortiz Date

Date Approved by the Dehesa Board March 16th, 2022

TENTATIVE AGREEMENT

By and Between

DEHESA SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS

DEHESA CHAPTER # 663

Article 26: TERM OF AGREEMENT

26.1 Term of Agreement: This Agreement shall be effective as of July 1, 2019 and shall continue in effect to and including June 30, 2022. The agreement shall embody all of the continuing specific terms of the agreement that expired on June 30, 2019 with exception of the modifications contained in this agreement.

26.2. Reopener Clause: On or about March 15, 2020 either CSEA or the Governing Board may reopen for negotiations for the 2020 -2021 school year, the Articles of this Agreement covering PAY AND ALLOWANCES and EMPLOYEE BENEFITS, as per Appendix "E" and Two (2) additionally articles of each party's choosing.

26.3 Reopener Clause: On or about March 15, 2021 either CSEA or the Governing Board may reopen for negotiations for the 2021-2022 school year, the Articles of this Agreement covering PAY AND ALLOWANCES and EMPLOYEE BENEFITS as per Appendix "E" and two (2) additionally Articles of each party's choosing.

The Association and the District shall have the right to open the Agreement any time by mutual consent.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers thereof, effective on the day and year set forth hereinabove.

Accepted by the Superintendent/CBO
For the District



Jul 17, 2020

Bradley Johnson

Date

Accepted by CSEA President
For the Association



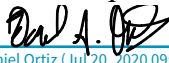
Jackie Finch (Jul 17, 2020 14:30 PDT)

Jul 17, 2020

Jackie Finch

Date

Accepted by CSEA LRR



Daniel Ortiz (Jul 20, 2020 09:27 PDT)

Jul 20, 2020

Dan Ortiz

Date

July 16, 2020

Date Ratified by the Dehesa Board

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its
CHAPTER # 663**

**MEMORANDUM OF UNDERSTANDING ABOUT
CORONAVIRUS RESPONSE**

This memorandum is agreed between the Dehesa School District and the California School Employees Association and its Dehesa Chapter 663 (together “CSEA”) concerning the District’s response to the coronavirus (COVID-19) epidemic.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the epidemic.

To these ends, the District and CSEA agree as follows:

1) The District will provide information or train its employees in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer). The parties acknowledge that some of these resources are currently in short supply, but that the District will make reasonable efforts to secure them if available. CSEA will cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals. The District will inform CSEA as soon as practicable should it learn of a confirmed COVID-19 infection of a District employee and the District has reason to believe that a CSEA member could have been exposed to that employee at a District work site. The parties understand this notification is subject to guidance by County health officials, as well as employee confidentiality rights.

2) Employees are reminded of their duty to do assigned work absent reasonable fears for their health or safety (that is, to grieve assignments rather than refuse them absent evidence that the assigned task puts their own health or another’s health at risk). In order to comply with current directives and guidance issued by state and local public health officials, unit members generally will not be required to report to their regular work locations while District schools are closed due to COVID-19. However, the District may direct unit members to perform work remotely or at an assigned work location during their regular work hours, to ensure that essential District services continue and the District complies with the Governor’s Executive Order N-26-20. Unit members shall also review and respond to work emails and telephone calls, and comply with any directives contained therein, during their regular work hours. The District may also assign unit members emergency duties as disaster service workers, pursuant to Government Code sections 3100-3109.

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its
CHAPTER # 663

3) In the event a CSEA bargaining-unit employee is exposed to COVID-19 or is taken ill with COVID-19, or wishes to self-quarantine for reasonable cause, the employee shall use all available leaves, without fear of reprisal, including sick leave provided under the Families First Coronavirus Response Act. Employees who have exhausted accrued sick leave may use extended sick leave as provided for by law and the collective bargaining agreement. Employees seeking to use such leaves must follow standard absence reporting procedures.

4) For the duration of time that District schools and/or offices are closed due to the risk of a spread of the COVID-19 virus, unit members will not suffer the loss of any pay or benefits relative to their regular schedules for the period of closure. To ensure the District can financially meet this obligation, CSEA agrees to support the District's efforts to comply with the Governor's Executive Order N-26-20.

5) The District will not be serving meals to students for the duration of time that District schools and/or offices are closed due to risk of a spread of the COVID-19. If the District resumes meal service during this time, the parties will promptly meet and negotiate.

6) If either party has an interest in scheduling make-up student instructional days, or if the state requires make-up student instructional days, the parties will promptly meet and negotiate.

7) The District will provide appropriate software and training (Zoom, Skype, WebEx, Canvas, etc.) if they require unit members to work remotely during school closures. The District will work with staff as necessary to ensure that they have the requisite technology skills to support students in the virtual environment. No unit member will be subject to disciplinary action if unable to engage in the virtual program while waiting for support and/or training.


8) The District shall support childcare related requests by employees as provided for in the collective bargaining agreement and applicable laws, including the Families First Coronavirus Response Act.

9) CSEA members who are currently enrolled in an approved class for professional growth (Article 11.11 of the CSEA contract) may be impacted if the course has been cancelled due to COVID -19. The employee will be held harmless if the impacted course is not completed and if the course would have resulted in a range increase upon completion of the course, the employee shall increase in range as if the course was completed. The employee must complete the impacted course by August 31, 2021, otherwise the previous range increase shall be repaid to the district over the following three pay periods. If the employee resigns with the district prior to completion of the course, the range increase shall also be repaid to the district within the final paycheck.

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its
CHAPTER # 663**

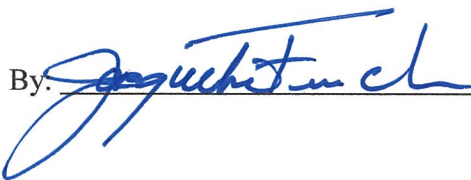
10) The MOU is being entered into solely under the context and circumstances of the COVID-19 pandemic and is non-precedent setting. The parties agree that, except for subjects already addressed in this MOU and the collective bargaining agreement, CSEA has not waived its rights under the EERA.

Dated: 4/24/20

By: 

For District

Dated: 4/16/2020

By: 

Dated: _____

By: _____

For California School Employees Association

CSEA counter proposal to District on 9/18/20 at 8 AM

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS DEHESA CHAPTER
#663
AND the
DEHESA SCHOOL DISTRICT
REOPENING SCHOOL, 2020-2021**

This Memorandum of Understanding (hereinafter, "MOU") is entered by and between the Dehesa School District (hereinafter, "District") and the California School Employees Association and its Dehesa Chapter #663 (hereinafter, "CSEA") regarding the negotiated effects of the District's decision to safely reopen schools and educate students in the 2020-21 school year, in compliance with state and local health and safety guidelines.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. The parties recognize the importance of developing and implementing prudent measures to prevent District employees, students and visitors from being exposed to or infected with COVID-19, as recommended or mandated by state and local health authorities. The parties recognize that the decision to reopen school sites in the 2020-21 school year, in compliance with local and state health guidelines, has various negotiable impacts and effects on classified unit members and that this MOU is intended to address those impacts and effects.

To these ends, the District and CSEA agree as follows:

Safety

In addition to the safety requirements already set forth in the parties' collective bargaining agreement and required by state and federal laws, the District shall adhere to applicable COVID-19 guidelines issued by the California Department of Public Health ("CDPH"), including the documents titled *COVID-19 Industry Guidance: Schools and School Based Programs* and *Guidance for the Use of Face Coverings*. The District shall also adhere to any additional requirements set forth by the Health Officer of the County of San Diego. The guidance referenced herein will be disseminated by the District to the bargaining unit members.

The parties agree that in order to minimize exposure, members shall be asked to come to the school site for their regular, assigned duties that require in-person work or only when necessary and for a defined purpose. Otherwise, telework shall be offered as an alternative.

Leaves of Absence

The parties recognize that the Federal "Families First Coronavirus Response Act," also known as HR 6201, provides most employees with two weeks of paid leave for coronavirus-related

CSEA counter proposal to District on 9/18/20 at 8 AM

absences. The guidance referenced herein will be disseminated by the District to the bargaining unit members.

In the event that an employee tests positive with or has symptoms known to be associated with COVID-19, the employee may use all available leaves provided by the collective bargaining agreement and state or federal laws, including paid leave provided by the Families First Coronavirus Response Act ("FFCRA"), without fear of reprisal. In addition, employees may request to use all such available leaves, upon presenting verification that a health care professional has advised the employee to self-quarantine for reasons related to COVID-19 or that the employee is caring for a member of his or her household who has been advised by a health care professional to self-quarantine for reasons related to COVID-19. Employees seeking to use such leaves must follow standard absence reporting procedures. This paragraph does not affect an employee's right to take a leave of absence for any other reason permitted by the collective bargaining agreement and state or federal laws.

The District shall make reasonable efforts to accommodate requests by employees to care for their children whose school site or child care centers has been closed, in full or in part, due to COVID-19. Such accommodations may include, among other things, allowing the employee to work remotely or granting a leave of absence in accordance with state and federal laws, including Labor Code section 230.8 and the FFCRA. The parties understand and agree that the term "accommodate," as used in this section, does not refer to the interactive process for accommodating employees with disabilities.

The parties recognize that, in order to comply with CDPH guidelines, the District must conduct wellness checks on employees for possible COVID-19 symptoms. If an employee reports to work but the District directs the employee to leave the school or work site following a wellness check, the employee will promptly comply and not have any accrued leave of absence deducted for the day. Thereafter, the employee is responsible for promptly obtaining and providing the District with verification from a health care professional that he or she has tested negative for COVID-19. The District will not deduct from accrued or other available leaves of absence if the test is negative. If the test is positive, the employee must, if unable to work remotely during any period of self-quarantine, use an accrued or other available leaves of absence, including FFCRA leave if available. Such leave may be applied retroactively to the first work day after the employee was sent home. This paragraph does not apply to employee requests to leave work because the employee believes he or she is presenting symptoms associated with COVID-19.

If the District determines that an employee has had "close contact" with a confirmed COVID-19 infection, and that, pursuant to CDPH and County guidelines, it must direct the employee to self-quarantine for a specified period of time, the employee will promptly comply with the District's directive. Thereafter, during the quarantine period, the District will determine if the employee can work remotely, either in the employee's classification or out-of-classification. If the employee is unable to work remotely, the employee may use FFCRA leave, if available, during the quarantine period required by CDPH and County guidelines. If FFCRA leave is not available, the employee will be placed on paid administrative leave during the quarantine period required by CDPH and County guidelines. This paragraph does not apply to employee requests to self-

CSEA counter proposal to District on 9/18/20 at 8 AM

quarantine because they believe they have had "close contact" with a confirmed COVID-19 infection.

Workers' Compensation

The District shall process worker's compensation claims according to the San Diego County Schools Risk Management JPA protocols.

At-Risk Employees

The parties recognize that the Government Public Health guidelines ~~has~~ have advised that individuals are at increased risk for severe illness due to COVID-19 because of certain underlying health conditions. If an employee has such an underlying health condition and that condition qualifies as a "disability" under the Americans with Disabilities Act ("ADA") or California Fair Employment and Housing Act ("FEHA"), the District and employee will promptly engage in the interactive process to discuss whether the employee can safely and effectively perform his or her essential duties, with or without a reasonable accommodation.

If the employee's underlying health condition does not qualify as a "disability" under the ADA or FEHA, the District and employee will, upon the employee's request, discuss reasonable alternatives to the employee's current assignment with the goal of ensuring the employee can safely and effectively perform his or her essential duties. Such reasonable alternatives may include, among other things, whether the employee may effectively and safely work remotely, at a different location or in a different assignment. The parties understand that this discussion is outside of the accommodations process required by the ADA and FEHA.

As part of either of the processes above, the District reserves the right to request the employee to provide sufficient documentation to verify that he or she has an underlying health condition recognized by the Government Public Health guidelines-as increasing the employee's risk of severe illness due to COVID-19.

Work Hours and Compensation

Employees will be expected to report to their assigned work site and adhere to their regular work hours during the 2020-21 school year, subject to CDPH and County guidelines.

In the event any District school or worksite must be closed due to COVID-19, classified unit members will not suffer the loss of any pay or benefits relative to their regular schedules for the period of closure.

Members of the maintenance, custodial, and or grounds staff sanitation team who are trained and required to clean and sanitize schools or other District facilities using specific chemicals such as: PurTab, Clorox 360 System, etc. following a reported positive confirmed case of COVID-19 shall receive time and a half pay for the hours required for a COVID disinfect clean.

CSEA counter proposal to District on 9/18/20 at 8 AM

All compensation to employees, including for any extra hours worked, will be provided in accordance with the collective bargaining agreement.

Possible School Closure

If necessary to close a District school or worksite due to COVID-19, the affected unit members generally will not be required to report to their regular work locations. However, the District may direct unit members to perform work remotely or at an assigned work location during their regular work hours, to ensure that essential District services continue. If unit members are required to work remotely, the District will ensure they have access to appropriate and necessary resources to effectively complete their duties. If unit members request and receive permission to work remotely instead of at their assigned work sites, they must adhere to the District's telecommuting policies. The District may also assign unit members emergency duties as disaster service workers, pursuant to Government Code sections 3100-3109.

Temporary Out-of-Class Duties

The parties recognize that, due to the unique circumstances presented by COVID-19, it may be necessary for the District to temporarily assign duties to employees that are not reasonably related to their regular duties, as authorized by Education Code section 45110. Such out-of-class responsibilities may include, among other things, duties necessary for the District to ensure compliance with CDPH guidelines, such as cleaning surfaces and administering wellness checks. The parties understand and agree that the assignment of these out-of-class responsibilities will be temporary. The District will ensure, prior to assigning such out-of-class responsibilities, that the unit member is either already qualified or will be receiving appropriate training to perform those responsibilities, and have the ability to safely perform those duties with reasonable accommodations if needed.

Out-of-class responsibilities will not factor into a unit member's performance evaluation, nor will they factor into the determination of whether a new employee passes their initial probationary period or a promoted employee passes their trial period in the higher classification. An employee assigned with such out-of-class responsibilities will be compensated as provided in Education Code section 45110.

Training

The parties recognize that, in order to ensure compliance with CDPH guidelines and provide a safe environment for students and staff, unit members will need to receive appropriate training. The District will provide training to all classified unit members in the following areas:

- Enhanced sanitation practices
- Physical distancing guidelines and their importance
- Use of face coverings
- Screening practices
- COVID-19 specific symptom identification

CSEA counter proposal to District on 9/18/20 at 8 AM

The District reserves the right to provide training in additional areas as needed to ensure compliance with CDPH guidelines.

Unit members not already required to be on duty during days on which training will be provided will be paid at their regular hourly rate, unless overtime rates apply.

Miscellaneous

The MOU is being entered solely under context and circumstances of the COVID-19 pandemic and is not precedent setting. The parties agree that, except for subjects already addressed in this MOU and the collective bargaining agreement, CSEA has not waived its rights under the Educational Employment Relations Act.

The Parties recognize that COVID-19 is evolving and so is the governmental response. The Parties will comply with further state or federal legislation or orders as they affect the terms and conditions of employment of the bargaining unit employees and will bargain as needed over the effects of such further directives, except to the extent it is already addressed in this MOU.

This MOU will be effective upon ratification by each party according to their internal process, and continue in effect until June 30, 2021.

FOR THE DISTRICT:



FOR CSEA:

Daniel A Ortiz

Daniel A Ortiz (Sep 18, 2020 14:29 PDT)

Jackie Finch

Jackie Finch (Sep 19, 2020 16:40 PDT)

TENTATIVE AGREEMENT

2020/2021

By and Between

DEHESA SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS

DEHESA CHAPTER # 663

Calendar for school year 2021/2022

The Dehesa school district and CSEA met on October 9, 2020 and agreed on the attached calendar for the school year 2021/2022.

Accepted by the Superintendent/CBO
For the District



Oct 22, 2020

Bradley Johnson,
Superintendent/CBO

Date

Accepted by CSEA President
For the Association



Jackie Finch (Oct 23, 2020 08:59 PDT)

Oct 23, 2020

Jackie Finch
President

Date

Accepted by CSEA LRR

Dan Ortiz
LRR

Date