

AGREEMENT

between

SONOMA VALLEY
UNIFIED SCHOOL DISTRICT
and

CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION, CHAPTER 376

November 1, 2009 to October 31, 2012
(Reflects changes through October 31, 2010)

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ARTICLE 1
RECOGNITION

- A. The District recognizes the Association as the exclusive representative for the employees in the Classified Unit.
- B. The Classified Unit consists of the classifications listed in EXHIBIT "A" of this Agreement.
- C. The bargaining unit shall consist of all classified employees (excluding short-term and substitute employees) who are not management, supervisory or confidential.
- D. The unit as recognized by the District may be modified in accordance with a decision rendered by the Public Employment Relations Board on any contested positions, or as agreed by the parties.

ARTICLE 2

DISTRICT RIGHTS

- A. All matters not specifically enumerated in this Agreement are reserved to the District as provided by law.

- B. In the event of an emergency, District shall have the right to rescind any portion of this Agreement directly related to the nature of the emergency. "Emergency" as used in this Article is limited to those catastrophic physical disasters which would prevent the normal functioning of the school District pursuant to this agreement. Under this section the District shall not have the power to alter the salary schedule or health and welfare benefits.

ARTICLE 3

ORGANIZATIONAL SECURITY

- A. Payroll Deductions. CSEA shall have the sole and exclusive right to have employee organization membership dues, initiation and service fees deducted for employees in the bargaining unit by the District. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for savings bonds, or other plans or programs jointly approved by CSEA and District. District shall pay to the designated payee all sums so deducted.

- B. CSEA Dues. District shall deduct in accordance with the CSEA Dues and Service Fee Schedule, dues from the wages of all employees who are members of CSEA on the date of the execution of this Agreement and who have submitted dues authorization forms to the District. The District shall deduct the dues in accordance with the dues and service fee schedule, from the wages of all employees who, after the date of the execution of this Agreement, become members of CSEA and submit to the District a dues authorization form. The District shall immediately notify the CSEA if any member revokes the dues authorization.

- C. Organizational Security. Every employee covered by this Agreement who, on the effective date of this Agreement, is a member of the California School Employees Association and each employee covered by this Agreement who becomes a member after that day shall maintain his/her membership in CSEA during the term of this Agreement. In the event that the employee does not maintain his/her membership, the District shall, at the request of CSEA, begin an automatic dues deduction which shall continue for the duration of the Agreement.

- D. Service Fee. Pursuant to Government Code section 3546(a), upon written request from CSEA, employees in the bargaining unit who are not members of CSEA as of July 31, 2001 as well as employees who hereafter come into the bargaining unit, shall either apply for membership and execute an authorization for dues deduction on a form provided by CSEA. In the alternative, the District shall deduct from the salaries of such employees, a service fee pursuant to the CSEA Dues Schedule (consistent with Education Code section 45168) and payable to CSEA for the representational duties required under the Educational Employment Relations Act (EERA).

- E. Hold Harmless. CSEA shall indemnify, defend and hold District, Board members, and employees harmless from any and all claims, lawsuits or other actions instituted against the District, Board members, and employees arising from the District's actions pursuant to its obligations contained in this Article.

- F. Religious Objection. Any employee covered by the Agreement who is a member of a religious body whose traditional tenets or teachings include prohibitions to joining or financially supporting an employee organization, shall not be required to join, maintain

membership in or financially support any employee organization as a condition of employment except that once such employee has submitted evidence to CSEA and the District proving that s/he belongs to such religious body, s/he will be required, in lieu of a service fee, to pay sums equal to such service fee to a CSEA scholarship fund or to the local School District Foundation which is exempt from taxation under Section 501 C(3) of Title 26 of the Internal Revenue Code.

Any employee who belongs to a religious body described herein shall indicate in writing to the District and CSEA the basis for his/her religious objection, and shall execute a written authorization for the payroll deduction in an amount equal to the service fee payable to a designated charitable fund which is exempt from taxation under Section 501 C(3) of Title 26 of the Internal Revenue Code, or in the alternative the District shall deduct from the salaries of such employees a service fee pursuant to the CSEA Dues Schedule (consistent with Education Code 45168) and payable to CSEA for the representational duties required under the EERA.

- G. Notification. The District will provide CSEA with a list of all bargaining unit employees, and their home address and telephone number, by October 31 of each year, so that CSEA can notify service fee payers of their rights under the law and CSEA policy. This information shall be provided by the District unless the bargaining unit employee has requested in writing that the District not release such information.

ARTICLE 4
EVALUATION

- A. Employees covered by this Agreement shall be evaluated by an administrator designated by the Superintendent. The designated evaluator shall be the individual who signs the evaluation.
- B. Probationary employees shall be formally evaluated at least twice during the probationary period of nine months of service. The first evaluation shall be not later than the end of the third month and the second not later than the end of the eighth month of employment.
- C. Permanent employees shall be formally evaluated at least once every year. Evaluations shall be done prior to July 1.
- D. Both scheduled and unscheduled observations of the employees' work may be part of the evaluation process.
- E. The evaluation shall be in three copies, and each copy shall be signed by both parties concerned. The signature of the person being evaluated does not indicate that he/she agrees with the evaluation, but that he/she has been presented with a copy, had adequate time to review the written evaluation, and that a conference was held. Distribution of the three signed copies is as follows:
 - 1. One to be presented to the person evaluated.
 - 2. One to be retained in the administrator's file.
 - 3. One to be placed in the employee's file in the Personnel Office.

Copies retained by the District shall be kept in a confidential file.

Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made.

- F. The employee shall see and have the right to attach written comments to the evaluation or any material of a derogatory nature to be placed in the personnel file.
- G. A copy of all evaluation statements, positive or negative, shall be given to and discussed with the employee before filing in his/her personnel file.
- H. CSEA shall have the right to review employees' personnel files when accompanied by the employee or upon presentation of a written authorization signed by the employee. The District shall observe strict confidentiality of the personnel files which shall mean that access to a unit member's personnel file(s) shall be limited exclusively to those persons with a legitimate administrative need for such data on a need to know basis. Authorization must be obtained from the Superintendent or designee.

- I. The evaluation form shall be as set forth in Exhibit D.
- J. A substantial complaint against an employee shall be reported to the employee the immediate supervisor within a reasonable time following the knowledge of such complaint.

Any written material resulting from a complaint shall be signed and dated.

The employee shall have the right to meet with the Superintendent or appropriate designee, accompanied by a CSEA representative, to discuss the complaint after first having met with the immediate supervisor.

If the employee wishes to appeal the Superintendent or designee's determinations, the employee shall have the right to request a hearing before the Superintendent or the Governing Board. A decision at this level shall be final. The employee may request a public hearing unless the confidentiality rights of another individual are involved.

ARTICLE 5

ORGANIZATIONAL RIGHTS

- A. The following services are provided for the CSEA:
1. Use of school mail and bulletin boards for Association communications.
 2. Reasonable access to employees at their place of assignment when such access will not interfere with assigned duties of employees.
 3. Permission to use school facilities, when not otherwise used for educational purposes, without charge for Association meetings, subject only to submission of the standard application for Civic Center permit in accordance with Board rules and regulations.
 4. Release time shall be provided for meetings between the CSEA President or designee and District management. Such meetings shall be held at times mutually agreed upon.
 5. CSEA shall have one orientation session with each new district employee in the bargaining unit. This orientation session shall take place within one month of the new employee's first day of service and shall not exceed 15 minutes unless the session is with a group of new employees. If the session is with a group of new employees, the session shall not exceed 60 minutes. The date and time of the session shall be scheduled as mutually agreed to by the supervisors of all participants.
- B. District shall annually provide CSEA with a personnel roster including all hire dates, range, step and classification of all bargaining unit employees. In case of layoff, an up-to-date seniority list of affected classifications would be provided.
- C. District shall provide CSEA with two copies of the Annual Budget, one copy of the Agenda and Minutes of all Board meetings and copies of other relevant material upon request.
- D. The District shall provide each new employee with:
1. CSEA information packet.
 2. A copy of this contract.
 3. Employees Salary Data - Ed Code 45169 - (see Exhibit C).

ARTICLE 6

HOURS OF EMPLOYMENT

- A. The regular workweek shall consist of five (5) consecutive days of eight (8) hours a day and forty (40) hours per week. This article shall not restrict the extension of the regular work day or work week on an overtime basis when such is necessary to carry on the business of the District. Part-time employees shall have assigned hours as determined by the Governing Board as appropriate for their positions.

The length of the work day shall be designated by the District for each classified assignment. Each bargaining unit employee shall be assigned a fixed, regular and ascertainable minimum number of hours.

No current employee shall be assigned permanently to other than a Monday-Friday schedule without the employee's consent.

- B. Unless required by conditions of work as determined by the immediate supervisor and specifically authorized, working hours for non-clerical employees shall normally be from 8:00 AM to 5:00 PM. The working time for clerical employees will normally be from 8:00 AM to 5:00 PM unless otherwise scheduled due to work requirements of special consideration to school building schedules. These schedules may be revised with approval of the immediate supervisor. Positions which work other than normal hours, such as bus drivers, night custodians, etc., shall have their hours established by the immediate supervisor.
- C. Adjustment in Assigned Time. A classified employee who works a minimum of thirty (30) minutes per day in excess of his part-time assignment for a period of twenty (20) consecutive working days or more shall have his basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a proper pro-rated basis.
- D. Lunch Period. The immediate supervisor shall determine the length of the lunch period. Employees covered by this agreement shall be entitled to a duty-free lunch period. The length of time for such lunch period shall be a period of no longer than one hour nor less than one-half hour, and shall be scheduled for full-time employees at the midpoint of each work shift or as near as possible to the midpoint of each work shift. Part time employees of five hours or more shall be entitled to a 30 minutes minimum lunch break. In the event that the employee's normally scheduled lunch period is interrupted by an emergency, the employee may extend the lunch period or afternoon break by an amount of time equivalent to the interruption. The employee shall notify the supervisor of the interruption and how it shall be made up. (It is understood that nothing herein shall be construed as authorizing a supervisor to require that an employee remain on site during the designated lunch period).
- E. Rest Period. A duty-free period of fifteen minutes in the morning and again in the afternoon shall be granted to seven (7) to eight (8) hour employees by principals or

department heads. Employees working three and one-half (3 1/2) hours per day and up to seven (7) hours per day shall be granted one (1) rest period. Certain specified times for breaks may be assigned by the immediate supervisor. Employees not wishing to take the rest periods may not take longer lunch periods and may not leave their place of employment one-half hour earlier as the result.

F. Overtime is defined as that time worked by an employee in excess of eight (8) hours in any one day or forty (40) hours in any one calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

1. For purposes of computation and compensation, overtime work will be recorded by the Accounting Department in quarter-hour increments.

2. Compensation for ordered overtime shall be as follows:

a. Compensation shall be allowed for overtime work in excess of eight hours in one day or forty hours in one week at a rate equal to time and one-half of the regular rate of pay.

b. Employees who work less than eight hours a day shall be paid straight time for additional time up to eight hours per day. Employees having an average workday of four hours or more during a work week who work five consecutive days shall be paid overtime if required to work the sixth or seventh day. An employee having an average work week of less than four hours during a work week shall be paid overtime for the seventh day following the commencement of his or her work week.

c. Any unit members who are authorized to work on holidays shall receive one and one half (1 1/2) times the regular rate of pay, in addition to the regular pay received for the holiday.

3. The method by which all overtime shall be compensated (cash or compensatory time off) shall be at the discretion of the school district; however, an employee should indicate his preference as to method of compensation.

G. Stand-by-Time. When a school bus driver has one hour or less of "stand-by" time between regularly scheduled bus trips, the driver shall be paid for "stand-by" time.

Bus drivers on special trips, including but not limited to, athletic events, field trips and curricular trips who are required to remain on stand-by for the duration of the event for which the special trip is made, shall be paid for all stand-by hours at their regular rate of pay. Whenever any combination of driving and stand-by hours in a day exceeds the established work day (i.e., paragraph F), all excess hours shall be compensated at the appropriate overtime rate based on the employee's regular pay rate. Notwithstanding any other provision of the Agreement, if a special trip requires an overnight stay, the District shall be relieved of the obligation of payment for any hours between the time the bus

driver is relieved of duties for the evening and the time duties resume the following morning.

- H. Shift Differential. Employees who are regularly assigned an eight hour work shift commencing between 12:00 noon and 12:00 midnight shall work an eight (8) hour shift. The differential for this shift shall be 7 %.
- I. Compensatory Time Off. Compensatory time at overtime rates shall be taken at a time mutually acceptable to the employee in the bargaining unit and the District within twelve months of the date on which it was earned. The District shall pay the employee in cash for all such time at the appropriate rate based on the employee's current rate of pay if the compensatory time has not been permitted by the District within the twelve months of the date on which it was earned.
- J. Equal Distribution of Overtime. The District shall make a good faith effort to allocate overtime equally among unit members within each department/site.
- K. Minimum Call-Back Time. Any employee called in to work on a day or time when the employee is not scheduled to work will receive a minimum of two hours pay at the appropriate rate of pay under this Agreement. Anytime a classified employee has completed his/her regular assignment and has left the premises and is called back to work on an emergency substitute or need basis, the employee shall receive a minimum of two hours compensation.
- L. Alternate Work Schedule. With the mutual agreement of the unit member and the District, a unit member may request and may be granted an alternate work schedule.
- M. Work Outside Regular School Year. When there is need for work to be performed during time when school is not normally in session, the work shall be offered to unit members on the basis of qualifications for employment in each classification of service which is required. If no unit member within the classification in which the work is required accepts the offer, the work may be given to other qualified unit members outside the classification. A unit member shall, for services performed, receive, on a pro rate basis, not less than the compensation and benefits applicable to that classification during the regular school year.
- N. Extra Trip Assignments
 - 1. The Transportation Department will post a seniority roster of all bus drivers. Seniority for extra trip assignments will be determined by the employee's hire date.
 - 2. The Transportation Department will maintain an extra trip board. All extra trips will be posted weekly. The contents of the trip notice will contain at least the following information:
 - a. date of trip
 - b. departure time and estimated return time if known
 - c. pick-up time/location and trip destination
 - d. number of passengers

- e. designated unit bus driver for regular route, if needed
3. On a rotational basis, extra trips will be offered as follows:
 - a. The most senior driver possessing certification of the type of bus required will be offered the trip first.
 - b. If the trip is declined in a reasonable period of time, the trip will be offered to the next driver in descending order of seniority.
 - c. If a driver elects to take the trip, the driver will not be eligible again until all drivers on the list have been offered a trip.
 - d. With the approval of the supervisor, scheduled drivers may exchange trips.
 - e. In the event a driver is unavailable to take the extra trip as a result of an illness, accident, or other approved leave, the driver will maintain his/her position on the rotation list for the next available trip.
4. Drivers will be trained and certified on all types of buses and all driving conditions unless declined by the driver.

O. Route Bidding Process

1. Bus Drivers shall commence each school year with the same route that they had at the close of the previous year. If there are vacant routes the Transportation Supervisor shall temporarily assign new drivers to these routes.
2. The opening of bids for routes shall take place after the morning bus runs on the fourth Friday of September.
3. Not later than forty-eight (48) hours prior to the opening of the bids the routes, with the number of hours for each route, shall be posted on the transportation bulletin board. Bus drivers shall be provided with a list of the routes with the assigned numbers of hours for each route, a bidding form as attached and an envelope.
4. Bus drivers shall mark the bidding form by selecting their choices of routes by order of preference. The bidding forms shall be sealed in the envelope provided and the driver shall sign the envelope which shall be submitted to the Transportation Office no later than 4:00 P.M. the Thursday prior to the opening of the bids. Upon submission of the envelope the bus driver shall be given a receipt signed and dated by the person accepting the envelope.
5. At the time the bids are opened there shall be a representative of the District and a representative of CSEA present. The bids shall be opened by The Transportation Supervisor or designee by descending order of seniority. The results of the bidding shall be posted simultaneously with the opening of each bid. The assignment of the bus to the route shall be made as each route is assigned.

P. Route Vacancies

1. When a route becomes vacant or a new route is established the same process as outlined above shall be followed with the following exceptions:
 - a. The bidding shall take place no later than the Friday of the week following the establishment of a new route or a route becoming vacant.

ARTICLE 7

WAGES

- A. 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 Exhibit "A" which is attached hereto and incorporated herein.

With a commitment toward placing the total compensation needs of our employees as a first priority, and an understanding that such commitment includes the maintenance of competitive salaries for Classified unit members, the parties agree to the following:

1. For 2007-2008 and 2008-2009, the baseline increase for the Classified Salary Schedule shall be two percent (2%) effective July 1, of each year.
 - 1.1 For the 2009-2010 school year, effective July 1, 2009, the only salary augmentation will be as follows: each unit member shall receive an off schedule payment equal to two percent (2.0%) of her/his regular salary based on the current Classified Salary Schedule. Such payment shall be paid in one (1) installment on or about February 10, 2010.
 - 1.2 Should a unit member separate from the District prior to June 30, 2010, any off-schedule salary adjustment for 2009-10 not earned shall be deducted from the unit member's final pay check.
 2. The parties agree that any change in the total cost of health and welfare benefits in excess of 10% per year during the term of this Agreement shall obligate the parties to return to the negotiation table for further discussion of such financial impact.
 3. The parties further agree that changes to the effective revenue limit, shift to basic aid, or any other similar change to the District's base revenue limit shall obligate the parties to return to the negotiation table for further discussion of such financial impact.
- B. Frequency - Once Monthly. All employees in the bargaining unit shall be paid once per month, payable on the last working day of the month. If the normal pay date falls on a holiday the paycheck shall be issued on the preceding workday.
- C. Payroll Errors. Any payroll error resulting in insufficient payment for an employee shall be corrected as soon as possible and any paycheck which is lost after receipt or is not delivered within five days of mailing, if mailed, shall be replaced as quickly as possible. Attempt shall be made to replace the check within five days. It is recognized that it is the responsibility of the District and the employee to identify errors and notify the other party immediately upon discovery of such errors. Errors which have been identified shall be retroactively corrected as far back as three years.

- D. Change of Classification. Any employee in the bargaining unit receiving a promotion shall be moved to the appropriate range and step of the new classification which shall provide the promoted employee at least a five (5.0) percent increase.
- E. Mileage Allowance. If use of the employee's private car is required by the District, the employee shall be paid at the mileage rate approved by the District. Distances allowed will be those between schools or buildings to which the employee is assigned, and shall not include distances between home and assignments.

Travel allowances and other authorized expenses shall be paid any classified employee who is authorized to make a trip, either inside or outside the District on school business. Prior approval of the Superintendent or administrator responsible for personnel must be obtained for out of District trips.

- F. Meals. Any employee in the bargaining unit who, as a result of work assignment, must have meals away from the District shall be reimbursed for the reasonable cost of the meal, in accordance with District Policy 4133.
- G. Lodging. Any employee in the bargaining unit who, as a result of a work assignment, must be lodged away from home overnight shall be reimbursed by the District for the reasonable cost of such lodging. Where possible, the District shall provide advance funds to the employee for such lodging. If advance funds are not available, or do not cover the full cost of required lodging, the District shall reimburse the employee for out-of-pocket full cost of required lodging, the District shall reimburse the employee for out-of-pocket lodging expenses after the employee has submitted an expense claim.
- H. Placement on Salary Schedule. In establishing the salaries of employees in different categories of employment, credit for qualified experience and for advance training, over and above basic requirements, may be granted under the current schedule. In determining the salary range and step of the employee such qualifications are to be determined as follows:

Work experience as required by the job description may be allowed to a maximum two (2) steps on the salary schedule, meaning specifically that the maximum stalling salary on any range will not be beyond step three (3), except, however, with Board approval, initial placement may be higher than the third step.

Credit for prior experience will not be granted automatically, but will be evaluated in conjunction with the scores made on tests, recommendations covering previous employment, transcripts of school records, etc.; such evaluation to be made by the district administrator responsible for personnel.

- I. Advancement on Schedule. All unit members shall advance to the next annual step on the Salary Schedule on July 1 each year. New hires shall advance to the next step on the July 1 immediately subsequent to their date of hire.

- J. Physical Examinations. District shall give employees notice of requisite tuberculosis or other physical examination requirements. In the event the employee fails to comply with those requirements, he/she shall be docked one-half days pay which shall be non-refundable.
- K. Demotion. Any involuntary downward adjustment of any position or class of position shall be considered a demotion and shall take place only as a result of following the layoff or disciplinary procedures of this Agreement.
- L. Longevity.

For all unit members who have served in the District for more than ten (10) creditable years the following longevity payments shall be made:

10 years:	\$100	additional	\$100	annually
15 years:	\$200	additional	\$300	annually
20 years:	\$300	additional	\$600	annually
25 years:	\$400	additional	\$1000	annually

Longevity pay will take effect on July 1 following attainment of the longevity step.

- M. Shift Differential Pay. Unit members who are regularly assigned an eight hour shift commencing between 12:00 noon and 12:00 midnight will work an eight (8) hour shift, exclusive of a lunch break, and be paid a seven percent (7.0%) shift differential in addition to their regular pay.

ARTICLE 8

EMPLOYEE EXPENSES

- A. Tools. The District shall reimburse an employee for the replacement of personally owned tools which are stolen or damaged during the course of employment. This provision shall be limited to the maintenance worker and the driver/mechanic, and shall only apply to those tools which have been inventoried by the immediate supervisor and agreed as being necessary to the performance of job related duties, provided no single employee shall be entitled to reimbursement of more than a total of \$500 during the three (3) year term contract.
- B. Physical Examination. If an examination is required as a condition of employment or continued employment, District shall pay the cost thereof. District shall specify the physician. The District shall further specify the nature and extent of the examination required.
1. District shall pay cost of the Tine Test or chest x-ray, whichever is required.
 2. District shall provide Hepatitis B inoculations for unit members in high risk classifications and the custodial classifications pursuant to Administrative Regulation 4219.42.
- C. Clothing/Safety Equipment. The District shall make available without cost to the employee, the following clothing or safety equipment.
1. Coveralls (including cleaning costs) for the Transportation maintenance personnel.
 2. Rain gear for maintenance, grounds, crossing guards, and custodial employees.
 3. Safety goggles for maintenance, transportation and grounds persons when required. All safety equipment that is required.
 - a. The District will provide a safe working environment for its classified professionals in all classifications. In order to ensure a safe working environment, safety equipment will be available. Classified professionals will be given instruction on proper usage of safety equipment.
 4. District and CSEA agree that district purchased shirts may be provided for groups of designated classified employees to be worn as prescribed by supervisor when working on a district work site.
- D. Reimbursement of Personal Liability Damage. The District and the Association shall continue to meet to arrive at a mutually agreeable understanding of reimbursement of personal liability damage to the employee's property while in the course of work or while on the employer's property during the course of work not to exceed \$500 per incident.

ARTICLE 9

HEALTH AND WELFARE BENEFITS

- 9.1 Beginning with 2007-08 and effective July 1, 2007, unit members and eligible retirees will be covered by the CalPERS Health Program for medical benefits. The District shall contribute toward health benefits for full-time unit members and eligible dependents as follows: (pro-rated for part-time unit members):

Ninety-percent (90%) of the monthly premium rate per full time eligible employee

As such, unit members shall be responsible for ten percent (10%) of the premium costs via payroll deduction.

- 9.2 Effective July 1, 2007 the medical plans in effect under the 90/10 agreement are:

- Kaiser HMO Plan
- Blue Shield HMO Plan
- PERS Choice PPO Plan

These medical plans have been selected with the intent of offering a unit member a Kaiser HMO plan, a non-Kaiser HMO plan, and a PPO plan as options under the 90/10 agreement. However, should a unit member elect to choose another medical plan offered by CalPERS, the District's maximum contribution shall be limited to the appropriate tier of the Kaiser HMO plan.

- 9.3 Each year, prior to September 30th, the District and CSEA will meet to agree on the plans that will be offered under the shared-cost agreement. Such plans will then be available on January 1 for unit member participation.

- 9.4 Unit members shall receive that portion of the employee benefits allocation as their work week relates to a full-time work week.

- 9.5 The District's contribution to the CalPERS health benefit program shall be offered as an employer contribution through a Cafeteria 125 plan.

9.5.1 Minimum employer contributions shall be pursuant to Government Code section 22892 (b). For 2007, that contribution level is \$80.80 and for 2008 the contribution level is \$97.00.

9.5.2 Nothing above the minimum employer contribution will be considered as a contribution to health benefits.

- 9.6 During the term of any contract with CalPERS, the parties shall be bound by the rules and regulations governing that program, notwithstanding anything in the contract between the parties to the contrary.

- 9.7 Unit members on leave without pay are eligible to continue their health and dental benefits while on leave provided they prepay the premium.

DENTAL BENEFITS

- 9.10 For the purpose determining mandatory benefit coverage as provided in the California Value Trust (CVT) Dental agreement, full time unit member shall be defined as those individuals whose work schedule is forty (40) hours per week. Participation is optional for unit members who work less than full time.
- 9.11 Effective October 1, 2008, the District shall participate in the CVT Dental plan with three cleanings and no annual maximum per calendar year. The District shall provide and contribute toward employee-only dental benefits for full-time unit members as follows: For the 2008-2009 school year, effective July 1, 2008, the District will contribute fifty-four dollars (\$54) per month for full time unit members. For the 2009-2010 year, any increase in dental premium costs will be shared in the following manner: Ninety percent (90%) of any premium cost increase will be covered by the employer, and ten percent (10%) of any premium cost increase will be covered by the employee. The employee contribution for dental care will not increase by more than one dollar (\$1) per month in the 2009-2010 school year.
- 9.12 A unit member may enroll for dependent dental coverage by authorizing appropriate payroll deductions for the additional cost if the criteria are met and the dental provider permits (pro-rated for part-time employees).

VISION BENEFITS

- 9.20 The District shall reimburse unit members for up to \$120.00 annually for the unit member's vision services. Unit members shall submit receipts at the time of reaching or exceeding \$120.00 or June 1 of each year, whichever is earlier.

CASH-IN-LIEU

- 9.30 The parties agree that unit members hired after July 1, 2007, shall not be eligible for in-lieu benefits.

The parties have a mutual interest in continuing dialog on the matter of in-lieu benefits, and agree to meet prior to March 1, 2008 to discuss this issue.

RETIREE VESTING

- 9.40 For the purpose of participation in the CalPERS retiree health benefit program, retirees who have provided a minimum of thirty (30) years of service to the Sonoma Valley Unified School District, shall be entitled to the employer contribution to the CalPERS retirement program. This vesting shall not be pro-rated for service less than the thirty (30) year minimum requirement.

OTHER

- 9.50 All unit members of the District are covered by Redwood Empire Self-Insurance Group (RESIG) for injuries which occur on the job. Injuries must be reported immediately to the supervisor.
- 9.51 Every regularly employed classified school employee shall be covered for unemployment insurance pursuant to Sections 133.3, 605.2 and 802 of the Unemployment Insurance Code.
- 9.52 For unit members who have served the District for twenty (20) or more years and then retire, the District shall pay, up to \$1200 annually towards health insurance benefits, for five (5) years or to age 65, whichever comes first; this amount shall be pro-rated for partial year prior to the unit member's birthday and pro-rated for part-timers.
- 9.53 Retirees, with the approval of the insurance carrier, may remain on the medical and dental plans by paying the necessary premiums.
- 9.54 The District shall provide payroll deductions to be made for State Disability Insurance which will be paid by the employee.
- 9.55 The parties agree to the creation of a joint labor-management committee to be known as the "Fringe Benefits Committee." This committee shall meet periodically to research and review proposed and existing programs to insure that quality and cost effectiveness criteria are maintained. The committee shall meet periodically with insurance providers to determine that benefits are being accorded as required by the various benefit programs.

ARTICLE 10

HOLIDAYS

All employees in the bargaining unit shall be provided the following paid holidays:

- A. Legal Holidays. New Year's Day, Martin Luther King Jr. Day, Lincoln Day, Washington Day, Memorial Day, Independence Day, Labor Day, Admission Day (or a day in lieu thereof), Veteran's Day, Thanksgiving Day, and Christmas Day.
- B. Local Holidays. The day after Thanksgiving; the day before or after Christmas, and the day before or after New Year's. In any year in which February 29th occurs, unit members who are not instructional year employees, and are in paid status on that day, shall be entitled to take a floating holiday between March 1 and December 31 of that calendar year.

Additional Holidays. Every day appointed by the President or Governor of this State as provided for in subdivision a. (11), (12), and (13) of Education Code Section 37220 for a public fast, thanksgiving, or holiday, shall be a paid holiday for all employees in the bargaining unit.

When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

Holiday Eligibility. Except as otherwise provided in this Article, an employee must be in paid status on any portion of the working day immediately preceding or succeeding the holiday to be paid for the holiday. Employees in the bargaining unit who are not normally assigned to duty during the winter or spring recess shall be paid for those holidays during this period provided that they were in paid status during any portion of the working day of their normal assignment preceding or succeeding the holiday period.

Admission Day. If Admission Day is not scheduled on September 9, it shall be negotiated.

- C. Teacher Training or Staff Development Days.
 - 1. Teacher Staff Development days falling between the first day and the last day of the student instructional year in which the District does not receive state apportionment funding shall only be a working day for non-school year unit members.
 - 2. Teacher Staff Development days falling between the first day and the last day of the student instructional year in which the District does receive state apportionment funding shall be a working day for all unit members.

- D. Calendar. Two members appointed by CSEA shall meet with the District commencing in November of each year and develop a calendar for the following school year, containing a minimum of 180 student days. If a calendar cannot be established which is agreeable to CSEA by March 15th, the District shall be entitled to establish a tentative calendar for the following year.

ARTICLE 11

VACATION

- A. Eligibility. All employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis: July 1 to June 30.
- B. Paid Vacation. Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. Payment for vacation days for regular employees paid hourly are to be paid in the fiscal year in which it is earned.
- C. Accumulation. Vacations with pay are earned by all employees. Prior to December 1, employees will meet with their immediate supervisor to finalize vacation plans. Such plans will include any scheduling necessary for vacations carried over from a prior year. Each classified employee rated as a permanent employee will earn during each fiscal year vacation privileges according to the following schedule (vacations are prorated for employees working less than twelve (12) months):

- 1. For zero (0) through five (5) years of service..... 10 working days.
- 2. Over five (5) years through ten (10) years of service..... 15 working days.
- 3. Over ten (10) years of service..... 20 working days.

Employee vacation calendars for Category 1, 2 and 3 employees (see Exhibit F) shall be approved by the appropriate supervisor no later than December 1 of the fiscal year. Any subsequent request to change vacation days shall be approved by the immediate supervisor. Category 1, 2, and 3 employees shall generally take their vacations at times when school is not in session unless approval is obtained from the supervisor and the Human Resources Director to deviate from this policy. The District will make every reasonable effort to accommodate the employee's preferred vacation dates. Category 4, 5, 6, and 7 employees shall receive payment in lieu of vacation. Employees may be granted vacation even though not earned at the time the vacation is taken when approval is obtained from the supervisor and the Human Resources Director. In the event of termination of employment, the cost of vacation taken which has not yet been earned will be deducted from the final paycheck.

- D. Vacation Pay. Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in a working status.
- E. Vacation Pay upon Resignation/Termination. When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all pay earned to and including the effective date of the termination, except that employees who have not completed six months of employment in regular status shall not be entitled to such compensation. Earned vacation shall not become a vested right until completion of the initial six months of regular employment.

- F. Vacation Postponement. If the employee is sick when his/her vacation is due to start, he/she may request that the vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. The employee may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time. If this is not possible, the District shall carry over his/her vacation to the following year, or pay the employee compensation for all vacation earned and accumulated during the fiscal year.

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

- G. Holidays. When a holiday falls during the scheduled vacation of any bargaining unit employee, such employee shall be granted an additional day's vacation and pay for each holiday falling within that period.
- H. Vacation Scheduling. Vacations shall be scheduled at a time requested by bargaining unit employees so far as possible within the District's work requirements. If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest seniority shall be given his/her preference.
- I. Vacation Interruption/Termination. An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement, for good cause as determined by the District, without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.

ARTICLE 12

LEAVES

- A. Bereavement Leave. Employees shall be granted a leave with full pay in the event of death of any member of the employee's immediate family. The leave shall be for a period not to exceed three (3) days, or five (5) days if the employee travels more than 200 miles or if out of state travel is required. Immediate family means mother, father, grandmother, grandfather, brother, sister, or grandchild of the employee or of the spouse of the employees, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee, or any person who has acted as a substitute for one of the above. This request for bereavement leave concerning a substitute immediate family member will be handled on an individual request basis with the Superintendent, with written justification to be submitted upon return from said leave.
- B. Jury Duty. When an employee is called for jury duty, the employee shall be paid his regular school salary and shall return to the District any money received for jury duty, less mileage allowance. At the conclusion of jury duty, the employee shall submit a statement from the Jury Commissioner's office specifying the dates and times served by the employee, which shall be attached to the Leave and Absence Report. Any day during which any employee in the bargaining unit whose regularly assigned shift commences at 4:00 PM, or after, and who is required to serve all, or any part of the day on jury duty shall be relieved from work with pay.
- Leave with pay shall be granted to a unit member when subpoenaed to appear as a witness in litigation involving the scope and course of the unit member's work with the District.
- C. Military Leave. An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.
- D. Sick Leave: Leave of Absence for Illness or Injury.
1. For a fiscal year of service, an employee employed five (5) days a week by a school district shall be granted twelve (12) days leave of absence with full pay for illness or injury, exclusive of all days he/she is not required to render service to the District.
 2. An employee, employed five (5) days a week, who is employed for less than a full fiscal year, is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).
 3. An employee employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five

- (5). When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.
4. Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.
 5. Except in cases of sudden illness or injury, all employees shall give notice of their impending absence to their principal or supervisor during the working day preceding the absence.
 6. After regular work hours, all employees shall notify their immediate supervisor or his/her designee as soon as it is known that an absence from duty will be necessary. Only in extreme emergency cases should a notice of absence be made later than two (2) hours before the work day commences. (Night shift workers shall give notice by 11:00 AM).
 7. All absent employees shall indicate their intention to return to work the following day by contacting their principal, immediate supervisor or their designee before 3:30 P.M. of the last day of the intended absence. Or, for unit members who work other than day shift, by 11 P.M. of the day following the last day of intended absence. Employees who fail to notify the district of their intention to return shall be assumed to continue the absence the following day.
 8. If an employee fails to give notice within the time specified of his/her intention to return to work and a substitute appears for the day's work as a result of failure to receive such notice, the substitute shall receive a full shift substitute pay and this amount shall be deducted from the employee's salary for that month.
 9. A sick leave day once commenced may not be reinstated as a working day unless approved by the immediate supervisor.
 10. Sick leave may be used in quarter or half-day increments for doctor appointments with twenty-four (24) hours notice to the employee's supervisor.
 11. No payment for sick leave shall be made unless submitted by the employee within three (3) working days on the form specified by the District and signed by the employee and the principal or immediate supervisor.
 12. A physician's written verification of the reason for absence due to illness or accident may be required by the District prior to payment. Normally, this shall be done when an absence exceeds three (3) days.
 13. Satisfactory evidence that the employee is physically and mentally fit to return to work may be required of any employee who has been absent from duty for more than five (5) consecutive work days.

14. When requested by the District, an employee shall undergo a physical or mental examination by a doctor selected jointly by the employee and the District. In the event that the District and the employee are unable to agree upon a doctor, a doctor will be selected by the President of the Sonoma County Medical Association and both parties shall be bound by that decision. The employee shall authorize the examining doctor to release the results of the examination to the District. District shall pay the cost of the examination.
 15. Credit for sick leave need not be accrued prior to taking such leave, and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of service in the District.
- E. Maternity Leave. Employees may take leaves for purposes related to pregnancy and child care. Disability leave for maternity with sick pay is available commencing with the onset of disablement due to pregnancy. Leave with pay is provided to cover only for that period of time during which the employee's physician certifies in writing that she was actually physically disabled from performing her job because of pregnancy, miscarriage, abortion, childbirth and recovery therefrom. It is not intended to provide for periods of rest prior to or following childbirth or for child care.
- F. Industrial Accident and Illness Leave. In addition to any other benefits that an employee may be entitled to under the Workers' Compensation laws of this State, employees shall be entitled to the following benefits:
1. An employee suffering an injury or illness arising out of and in the course and scope of his/ her employment shall be entitled to a leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
 2. Employees shall notify the District administrative office immediately when an injury or illness arising out of and in the course of employment occurs.
 3. Industrial accident or illness leave shall commence on the first day of absence.
 4. The leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
 5. During any paid leave of absence, the employee shall be paid such portion of the salary due him/her for any month in which the absence occurs, which when added to his temporary disability indemnity will result in a payment not to exceed his full salary.
 6. While on paid industrial accident or illness leave, the employee shall endorse to the District the temporary disability indemnity checks received. The District, in turn,

shall issue the employee appropriate salary warrants and shall deduct therefrom normal retirement and other authorized contributions.

7. The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the workers' compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the workers' compensation award, provides for a day's pay at the regular rate of pay.
8. Benefits provided by these rules and regulations shall be applicable to all employees immediately upon their becoming employees of the District.
9. Any employee receiving benefits under these rules and regulations, shall, during the period of illness or injury, remain within the State of California unless the Board authorized travel outside the State.

G. Personal Necessity Leave.

1. Up to seven (7) days of sick leave may be used by a unit member, at his/her election, in cases of personal necessity. Three (3) days may be taken as personal leave with advance notice but without the unit member being requested to furnish a reason. All additional personal necessity absences require that the unit member give an appropriate reason. The unit member shall not be required to secure advance permission, but must give notice for leave, except in cases of extreme emergency, taken for any of the following reasons:
 - a. Death or serious illness of a member of his/her immediate family as defined in Section A of this Article. Leaves provided in this Section are in addition to those provided in Section A.
 - b. Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.
 - c. Appearances in any court or before an administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction.
 - d. Such other reasons as may be prescribed by the governing board.
2. In all other cases of personal necessity leave (i.e. adoptive or parental leave) prior administrative approval is required. Leave under this provision shall not be unreasonably withheld.

3. It shall be the unit member's responsibility to furnish reasonable justification for all personal necessity leave requests other than the three (3) days of personal leave.
4. Accumulated sick leave in excess of seven (7) days may not be used for personal necessity leave in any school year.
5. Personal Necessity shall not be used for an extension of a school holiday, vacation, recreation, social activities, or pursuit of other employment.

H. Uncompensated Leave.

1. When it is necessary for an employee to be absent from work for reasons other than those covered in other provisions of this contract, it is his/her responsibility to request permission of his/her principal or supervisor at least two (2) days in advance of the date of absence. It is the principal's or supervisor's prerogative to approve or deny such a request.
2. Deductions are made for all uncompensated absences whether or not a substitute is required. Time lost by absences for uncompensated leave cannot be made up.
3. Employees may request a long-term unpaid leave of absence by submitting a request to the Governing Board.

I. Miscellaneous.

1. All employees on paid absence shall receive vacation, holidays and sick leave credit, accrue seniority, and be eligible for health and welfare benefits.
2. Employees on unpaid leave or employees with thirty-nine month re-employment rights shall, on their return, retain seniority rights and step position on the Salary Schedule which they held at the beginning of the leave. Such employees shall retain accrued sick leave, but shall not earn vacation, holidays or sick leave credit, accrue seniority or be eligible for health and welfare benefits for the unpaid leave period. They may retain health and welfare coverage by paying the premiums.
3. CSEA Leave. Release time will be granted to one (1) employee to attend the annual CSEA Conference for a maximum of five (5) days.

J. General leave. When no other leaves are available, the Board may grant a leave of absence to an employee on a paid or unpaid basis upon mutually agreeable terms.

K. Return from Leave. When a unit member returns from any approved leave, whether paid or unpaid, he/she is entitled to return to their position he/she had prior to the leave.

L. Catastrophic Sick Leave. A catastrophic leave program has been created to permit employees of the District to donate eligible leave credits to an employee when that employee or a member of his or her family suffers from a catastrophic illness or injury.

1. Definitions.
 - a. "Catastrophic illness or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.
 - b. "Employee's family" means the immediate family of the employee who is living in the household of the employee. Immediate family members are defined in Section "A" under Bereavement Leave.
2. Catastrophic Leave Panel. A four member panel shall be formed consisting of two (2) bargaining unit members, appointed by the CSEA Executive Board and two (2) members of the District Management Team appointed by the Superintendent.
 - a. The purpose of the panel shall be to consider, on a case by case basis, if an illness or injury is catastrophic.
 - b. The decision of the panel shall be final.
3. Utilization of Catastrophic Leave. A unit member or their designee may request catastrophic leave under the following conditions:
 - a. The request shall be in writing.
 - b. Verification of the catastrophic illness or injury must be provided by the unit member or designee.
 - c. The unit member must have exhausted all accrued paid leave (sick leave, vacation, etc.) including any compensatory time.
 - d. No more than 200 hours per school year may be donated by the bargaining unit for catastrophic leave for any given unit member or family member.
 - e. Unit members shall donate leave by days. The days donated shall be accounted for in hours, and shall be utilized on an hour for hour basis without consideration for the value of the hours.
 - f. A unit member may be eligible for utilizing no more than ten (10) days per year of catastrophic leave.
 - g. A unit member may donate no more than two (2) sick days per year for catastrophic leave and must maintain at least twelve (12) days of sick leave to be eligible to donate.

- h. Donations shall be utilized by first donated first used. If the unit member has donated hours remaining when they return to work or leave district employment, the hours shall be returned to the donating unit member by inverse order of donation.
- i. A unit member who receives paid leave pursuant to this section shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this section.

ARTICLE 13

TRANSFER AND PROMOTION

A. Definitions

1. "Transfer" is a movement within a classification from one job site to another within the District.
2. "Reassignment" is a movement within a classification at the same job site.
3. "Vacancy" is an open position.

B. Employee Initiated Lateral Transfer

1. When a new position is created or an existing position becomes vacant, the District shall first offer the opportunity to transfer to employees within the same classification in the District. An employee may apply for transfer to that position by filing a written notice with the Personnel Office. The employee shall have a satisfactory evaluation and not be on probationary status to qualify for transfer.
2. All vacancies shall be posted by the District for not less than five (5) working days at all work locations and shall not be advertised to the public prior to such posting. A copy shall also be provided to CSEA.
3. The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site if known, the assigned number of hours per day, day per week and months per year, regular assigned work shift times (if predetermined), and the salary range and deadline for filing to fill the vacancy.
4. If only one (1) employee files for the lateral transfer they shall be granted the transfer. If two (2) or more employees file for the transfer, the District shall make the selection. If no District employee files for the transfer it shall then be open for promotional opportunity.

C. District Initiated Transfer

1. District initiated employee transfers may become necessary to meet the overall operational and administrative requirements of the District.
2. An administrative transfer may be made for personal or employee relations purposes by mutual consent of the employee, the District and CSEA.

3. No District initiated transfer shall be arbitrary, capricious, or discriminatory.
4. The employee to be transferred shall be given ten (10) days advance notice and a reason(s) for impending transfer. At the employee's request, the reason shall be put in writing.
5. A District initiated transfer shall not result in the loss of compensation, seniority or any health and welfare benefits for the employee.

D. Reassignment

1. A member of the bargaining unit may be reassigned to a position of equal hours within a school or work site.
2. No District initiated reassignment shall be arbitrary, capricious or discriminatory.
3. Unless agreement is reached with the District, the employee, and CSEA, no reassignment will be made as a result of a request from another bargaining unit.

E. Promotion

1. When a new position is created or an existing position becomes vacant and when the transfer section of this Article has been complied with, the District shall open the position to employees of the District. An employee may apply for the promotion by filing a written notice with the Personnel Office.
2. All vacancies shall be posted for not less than five (5) working days at all work locations. A copy shall also be provided to CSEA.
3. The District shall interview all qualified unit members applicants. The District may promote the most qualified unit member applicant, as judged by management, who meets the required qualifications listed in the job description.
4. Nothing in this section is intended to prevent the District from advertising the position outside the District at the same time the inside posting occurs.
5. The District shall select the best qualified applicant as judged by management.
6. If two or more unit members are judged to be equal, the unit member with the greatest seniority shall be selected.
7. Any employee promoted to a higher classification shall be required to successfully complete a nine-month probationary period in the new classification. The probationary employee retreating to a former position must complete any portion remaining of the former probationary period before permanent status is granted. In no case shall total district probationary status exceed twelve (12) months.

F. Other

1. The District shall attempt to find alternative work for an employee who has become medically unable to satisfactorily perform the work in the employee's regular job title.
2. The procedures for bidding and filling of bus route vacancies is addressed in Article 6, Sections O and P.

ARTICLE 14

CLASSIFICATION
RECLASSIFICATION
ABOLITION

- A. Placement in Class. Every bargaining unit position shall be placed in a class.
- B. Reclassification. The parties agree that changing conditions may warrant classification of positions and or classes that are part of the Bargaining Unit. The purpose of this Article is to provide an orderly process to facilitate meritorious reclassifications.
1. Reclassification means the redefining of a position to account for changes in technology, duties, or work that may alter the nature of the current classification and includes the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such position.
 2. During the month of October, reclassifications may be requested for up to five (5) positions. If two or more unit members in the same classification request a reclassification, the request shall be counted as one position.
 3. The request for reclassification shall contain the following:
 - a. The classification or position to be reclassified;
 - b. The existing job description and salary placement;
 - c. The proposed job description and salary placement;
 - d. The basis for the reclassification;
 4. If a position is reclassified and there is no incumbent, the job shall be posted.
 5. Reclassification requests shall be reviewed by a panel composed of one (1) District appointee, one (1) CSEA appointee and a neutral third party agreed upon by the District and CSEA.
 6. The cost of the neutral third party shall be paid for by the District.
 7. The panel shall meet once a year in January. The District, CSEA and the unit member may present information to the panel.
 8. The deliberation of the panel shall take place in closed session. The panel shall have the authority to adopt, reject or modify the reclassification requests.
 9. Two (2) of the three (3) panel members must agree for a reclassification to be either recommended for further action or rejected. All panel members shall sign the decision.

10. The decision of the panel shall be advisory to the Superintendent or designee whose decision shall be considered final.
 11. If CSEA disagrees with the decision of the Superintendent it may submit the reclassification issue to the governing board for a final and binding determination. The decision of the Panel shall be adopted unless the Board overrules the decision by at least four votes. CSEA shall not utilize the final appeal process in an arbitrary or capricious manner.
 12. The unit member whose position is reclassified shall be placed on the step of the range of their new classification that provides at least a five (5.0) percent salary increase.
- C. Inconsistent Duties. An employee may be required to perform duties inconsistent with those assigned to the position by the Governing Board for a period of more than five (5) working days, provided that his salary is adjusted upward for the entire period he is required to work out of classification in such amounts as will reasonable reflect the duties required to be performed outside his normal assigned duties.
- D. Abolition of Position or Class of Positions. If the District proposes to abolish a position or class of positions, it shall notify CSEA in writing and the parties shall meet. No position or class of positions shall be abolished unless and until CSEA has been notified.
- E. Initial Employment. Upon initial employment and each change in classification, each affected employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his/her position, the regular work site, regular assigned work shift, the hours per day, days per week and months per year.
- F. Reclassification Notification. The District shall notify CSEA prior to a reclassification of a bargaining unit position and, upon request, shall negotiate any effects within scope.

ARTICLE 15

TRAINING – TRANSPORTATION

- A. The District shall provide all training that is necessary for bus drivers to maintain their bus driver's certificate.
- B. All training time shall be considered time worked and all provisions of the Agreement shall apply.

ARTICLE 16

SAFETY

- A. The District and all employees shall maintain safe and sanitary conditions in their work areas of responsibility and shall immediately report any on-the-job injury.
- B. All employees will report any practice or condition which poses a threat to the health or safety of any person associated with the school district to their immediate supervisor.
- C. Upon receipt of a safety report, the District shall, as soon as possible, take any corrective procedures deemed advisable.
- D. The District shall establish a safety committee which shall study the maintenance and improvement of safety conditions in the District. CSEA may appoint two members' representatives to this committee. The committee may make recommendations to the District concerning improvements in such conditions. Unit members on this committee shall be allowed reasonable release time for required committee-related activities which occur during the employee's regular work hours.
- E. The committee may also study assistance programs for alcohol and drug abuse which relate directly to the maintenance of satisfactory job performance. Unit members interested in such programs should contact the CSEA members on the committee for information.

ARTICLE 17

DRUG AND ALCOHOL TESTING

- A. Every employee of the District is expected to render service without being impaired or under the influence of alcohol or drugs of any kind. The safety and health of students, staff and the public require that every reasonable precaution be taken to discourage substance abuse to prevent impaired individuals from rendering service to the District.
- B. It shall be the policy of the District to comply with the Drug Free Work Place Act and Title 49, CFR Parts 382, 391, 392 and 395 which specifically outlines the Federal Omnibus Employee Testing Act of 1991.
- C. The District will comply by contracting for oversight with a professional drug and alcohol testing management company, or by joining a consortium of local school districts to provide such oversight. All employees of the District who hold a commercial drivers license and who drive a commercial vehicle in the course of employment with the District shall be subject to testing.
- D. Testing will be for alcohol and controlled substances at the following times and covers any safety sensitive function during any time in which the driver is actually performing, ready to perform, or immediately available to perform any safety sensitive function.
- E. The District designates the Superintendent or his/her designee as the employee designated to answer questions about this policy.
 - 1. Types of Testing
 - a. Pre-employment screening.
 - b. Post-accident - where accident is defined to be: a school bus accident, or any accident where there is injury or there is estimated to be \$750 or more of damage as a result.
 - c. Random testing - to be 25% of the total number of employees for alcohol testing and 50% of the employees for drug testing, to be randomly selected by the company providing oversight on an annual basis.
 - d. Reasonable suspicion testing - a properly trained supervisor may require an employee to submit to an alcohol or drug test for controlled substances when, in their determination, there exists reasonable suspicion that the employee is on duty or reporting for duty. The prerogative shall not be exercised by the supervisor arbitrarily or capriciously.
 - e. Return-to-duty/follow-up testing - the District shall ensure that before an employee that has tested positive for an alcohol level of 0.02 or higher, or the presence of controlled substances and has undergone treatment for the use thereof, returns to duty, the employee shall undergo a return-to-duty test for alcohol or drugs as indicated. An employee who has undergone treatment for alcohol misuse or controlled substance use and has had a

negative result on a return-to-duty test, shall be subject to at least six unannounced follow-up and/or drug tests conducted in six months or as determined by the substance abuse professional in accordance with the provisions of 4~FR382.605(c) (2) (ii).

2. Testing for Alcohol

- a. All employees of the District covered by this Agreement shall be subject to testing for alcohol use. All employees of the District covered by this Agreement will be prohibited from the use of any alcohol for four (4) hours prior to rendering service to the District. After an accident the employee is prohibited from using alcohol for a period of eight (8) hours or until a test is done, whichever is first. The employee must be tested for alcohol use within eight (8) hours of the accident. Any employee who tests positive with an alcohol blood level of 0.02 or higher will be prohibited from rendering service to the District.

3. Alcohol Testing Procedure

- a. Alcohol testing will be accomplished by using evidential breath testing devices (approved by the National Highway Traffic Safety Administration (NHTSA)). The breath alcohol testing technicians will be provided by the testing management company that the District or a consortium of school districts will contract with, and will not be District employees. The contracting testing management company will be responsible for testing procedures that ensure accuracy, reliability and confidentiality of tests results. These procedures shall include training and proficiency requirements for the breath alcohol testing technicians, quality assurances plans for the evidential breath testing devices, including calibrations of the EBTs. The EBTs used shall print out the results, date and time, a sequential test number and the type of serial number of the EBT. To ensure their reliability of the test results, all EBTs used shall be calibrated for accuracy, and a record shall be kept of the calibration test which employees will be able to inspect.
- b. Any employee who tests positive for an alcohol blood level of 0.02 or higher, will be tested again with another EBT to verify the initial reading. In post-accident testing, the employee may request a blood test be taken to ensure that an accurate blood alcohol level is recorded. The employee requesting a blood test may be sent to a medical facility. Request for the blood test is not required by the federal regulation. The employee will bear the cost of the blood test if requested and the confirming blood test is positive. However, the District will pay if the confirming blood test is negative.

4. Testing for Controlled Substances

- a. All employees of the District who are required to have a commercial drivers license and who drive a commercial vehicle in the course of employment with the District shall be subject to testing for use of controlled substances (or drugs). Drug testing will be accomplished by analysis of a sample of the employee's urine conducted at a professional testing laboratory certified and monitored by the Department of Health and Human Services (DHHS). All urine specimens will be analyzed for the following drugs:
- 1) Marijuana (THC metabolite)
 - 2) Cocaine
 - 3) Amphetamines
 - 4) Opiates (including heroin, codeine and morphine)
 - 5) Phencyclidine (PCP)
- c. Each employee's urine sample will be subdivided into two bottles labeled as "primary" and "split" specimens. Only the primary specimen will be opened and used for urinalysis. The split specimen bottle will remain sealed and will be stored at the laboratory. If the drug screening test(s) indicates the presence of one or more of these drugs, then a confirmation test will be performed for each identified drug using state-of-the-art gas chromatography/mass spectrometry (GOIMS) analysis. If the analysis of the primary specimen shows the presence of an illegal controlled substance, the employee shall be notified by the Medical Review Officer (MRO), and the MRO will notify the individual they will have 72 hours to request the split specimen to be sent to another DHHS certified laboratory for analysis. Such will be done at the employee's own expense if the confirming test is positive, but the District will pay if the confirming test is negative.

5. Chain of Custody

- a. The parties recognize that the key to chain of custody integrity is the immediate sealing and labeling of specimens in the presence of the tested employee. The transportation container and the specimen containers must be received undamaged at the laboratory, properly sealed, labeled and initialed, consistent with DOT regulations as certified by the laboratory. Therefore, the District may take disciplinary action against an employee based only upon properly obtained laboratory samples.
- b. All specimens collected for drug testing shall follow the Department of Health and Human Services/Department of Transportation (DHHS/DOT) specimen collection procedures. Urine specimens shall be collected directly into a wide-mouthed, single-use specimen container which shall be sealed in shrink-wrap when received by the employee. The specimens are to remain in full view of the employee until they are transferred to tamper-resistant urine sample bottles, and then sealed and labeled in the

presence of the employee. As per DOT regulations, it is the employee's responsibility to initial the specimen containers, after labeling.

- c. After the specimen containers are labeled and initialed, they shall be placed in the transportation container together with the appropriate copies of the chain of custody form. The transportation container shall then be sealed in the employee's presence. The specimen samples shall then be sent to the designated testing laboratory on the same day, or the next normal business day, by the fastest available methods.

6. Reporting Test Results

- a. All drug tests will be reviewed and interpreted by a physician Medical Review Officer. If the laboratory reports a positive result to the MRO, the MRO will contact the employee by telephone, and conduct an interview to determine if there is an alternative medical explanation for the drugs found in the employee's urine specimen. If the employee provides appropriate documentation and the MRO determines that it is legitimate medical use of the prohibited drug, the drug test result is reported as negative to the District. In all cases the MRO will maintain confidentiality and will report only those test results that are confirmed positive by scientific analysis using gas chromatography/mass spectrometry, and reviewed with the employee for medical explanation, directly to the District Representative.

7. Consequences

- a. Any employee refusing to submit to an alcohol or drug test shall be immediately removed from service, shall be considered insubordinate and will be subject to discipline under Article 23 of the Collective Bargaining Agreement or pursuant to the discipline policies stated elsewhere in the District Policy. Refusal to submit means that a driver 1) fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirements for the breath testing 2) fails to provide adequate urine for controlled substance testings without a valid medical explanation after he or she has received notice of the requirement for urine testing or 3) engages in conduct that clearly obstructs the testing process.
- b. Any employee who tests positive for controlled substances, or for a blood alcohol level of 0.02 or higher, on a return to duty or follow-up test, or in a post-accident test where there has been injury or death involved, shall be subject to dismissal under Article 23 of this Agreement or stated elsewhere in District Policy. In these circumstances the employee shall immediately, following the pre-disciplinary conference on the notice of charges, be suspended without pay or benefits, pending the employee's appeal request.

- c. In all other circumstances outlined in Section 1: Types of Testing "b" through "d" above, the employee who tests positive for controlled substances, or for a blood alcohol level of 0.02 or higher will be subject to discipline under Article 23 of the Collective Bargaining Agreement, or as stated elsewhere in District Policy. The employee may be subject to a suspension, without pay or benefits, of up to thirty (30) calendar days during which the employee shall be required to enroll in, and complete at his/her own expense, a substance abuse rehabilitation program. After the employee has successfully completed the rehabilitation program, as verified by his/her substance abuse counselor, the employee shall undergo a return-to-duty test for alcohol or drugs, as indicated, and shall be subject to unannounced follow-up alcohol and/or drug tests.

ARTICLE 18

LAYOFF PROCEDURE

A. Definitions

1. Layoff: A layoff is a separation from service due to a lack of work and/or a lack of funds.

The District shall notify CSEA of a decision to layoff, and upon request, shall negotiate subjects within the scope of bargaining.

2. Reduction in Hours. A reduction in hours is the reduction of the hours per day, hours per week, hours per month, or hours per year of a position in the bargaining unit. The District shall notify CSEA of its desire to reduce the hours of any position in the bargaining unit. Upon request, the District shall meet, negotiate and come to an agreement with CSEA on both the decision to reduce hours and the effects of the reduction in hours of any position in the bargaining unit prior to implementation.

3. Voluntary Demotion or Reduction in Assigned Times. The District and CSEA may negotiate a voluntary demotion or reduction in assigned time for a position in the bargaining unit in lieu of a unit member being laid off. A unit member shall have the right to be laid off rather than accept a demotion or a reduction in assigned time.

4. Seniority. Seniority for employees hired prior to July 1, 1971 and after June 30, 1990, shall be based on date of hire.

- a. Seniority for employees hired after June 30, 1971 and prior to July 1, 1990 shall have their seniority by hours in each classification in which they have served frozen.
- b. A ranking shall be established in each classification. Those employees hired prior to July 1, 1971 shall be placed on the lists by earliest date of hire in each classification served.
- c. Those who have been frozen shall then be placed on the lists by highest number of hours served in each classification.
- d. Those employees hired after June 30, 1990 shall then be placed on the lists by earliest date of hire in each classification served.

B. Application.

1. The employee with the least seniority in the affected class plus seniority accrued from serving in an equal or higher class, shall be laid off first.
2. A unit member who has had their position eliminated or reduced shall have the ability to bump up to three (3) unit members with less seniority in the class in which he/she holds seniority.
3. A unit member who is displaced as a result of being bumped shall bump the unit member with the least seniority in the class in which he/she holds seniority.
4. If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater hire date seniority, and if that be equal, then the determination shall be made by lot.

C. Notice.

1. A written notice of layoff shall be given to affected employees no later than forty-five (45) days prior to the effective date of the layoff.
2. Employees employed in specially funded programs terminating at the end of the school year shall be given written notice on or before April 29 of their termination effective June 30. Employees employed in specially funded programs terminating at a date other than June 30 shall be given written notice of termination not less than forty-five (45) days prior to the effective date of their layoff.
3. The notice shall contain: (1) the employee's displacement rights, if any; (2) the employee's reemployment rights; and (3) the employee's right to discuss the layoff with the Business Manager.

D. Reemployment Rights

1. Laid off persons are eligible for reemployment in the class from which laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff.
2. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, for an additional 24 months and shall be ranked in accordance with their seniority on any valid reemployment list.
3. Employees on the reemployment list have a priority right to reemployment in their former classifications.

4. An employee shall have seven (7) working days in which to accept an offer of reemployment or in lieu of acceptance shall remain on the reemployment list. Failure to respond shall constitute a rejection of the offer. An employee on a reemployment list may decline two (2) offers of reemployment in his/her former classification. After the second refusal the laid off employee shall assume the responsibility of keeping the District informed of interest in available openings.
5. At any time during the 39 month reemployment period, the employee may notify the District that he/she wishes to have their name removed from the reemployment list.

ARTICLE 19

GRIEVANCE

A. Definitions.

1. A "grievance" is an allegation by a grievant that he/she has been directly and adversely affected by a violation of the specific provisions of this collective bargaining agreement.
2. A "grievant" is a member of the bargaining unit and/or the California School Employees Association.
3. A "day" is a day on which the District office of the school district is open for business.

B. Informal Level.

Before filing a formal grievance, the grievant shall attempt to resolve it by an informal conference at Level I with his/her immediate supervisor, or Level II with the Superintendent or designee (see Miscellaneous Section D). Failure to file a formal grievance within the specified time limit invalidates the grievance.

C. Formal Level.

Level I.

1. Within fifteen (15) days after the employee knew or could reasonably have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing on the form prescribed by the District to his/her immediate supervisor.
2. This statement shall be a clear, concise statement of grievance of the specific section of the collective bargaining agreement allegedly violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.
3. The immediate supervisor shall communicate his/her decision in writing within fifteen (15) days after receiving the grievance. Failure by a grievant to appeal the decision within the specified time limits shall be deemed an acceptance of the decision.

Level II.

1. In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision on the form prescribed by the District to the

Superintendent, or his designee, within ten (10) days after receiving the decision from Level I.

2. This statement shall include a copy of the original grievance and appeal, the decisions rendered and a clear, concise statement of the reasons for the appeal. The Superintendent, or his designee, shall communicate his decision, in writing, within twenty days to the grievant after receiving the appeal. Failure by a grievant to appeal the decision within the specified time limit shall be deemed an acceptance of this decision.
3. If a grievance is commenced at Level II pursuant to Section D7, the grievant shall within 15 days after he/she knew or could reasonably have known of the occurrence of the act or omission giving rise to the grievance present his/her grievance in writing on the form prescribed by the District to the Superintendent or designee.
4. This statement shall be a clear, concise statement of the grievance of a specified section of the collective bargaining agreement, allegedly violated, the circumstances involved, the decision rendered at the informal conference and the specific remedies sought.
5. The Superintendent or designee shall communicate his/her decision in writing within 15 days after receiving the grievance. Failure by grievant to appeal the decision within the specified time limits shall be deemed an acceptance of the decision.

Level III.

1. In the event the grievant is not satisfied with the decision at Level II, he/she may, within ten days after the receipt of the decision from the Superintendent, or his designee, request, in writing, that the Association submit the grievance to a three-person panel. The Association, by written notice to the Superintendent within fifteen days after the receipt of the request from the grievant, may submit the grievance to the three-person panel. If not submitted by the Association, the decision at Level II shall become final.
2. The panel shall be composed of one (1) member selected by the Association, one (1) member by the District, and the third member from a list provided by either the State Mediation Conciliation Service or the American Arbitration Association. Each side shall select their representatives within five (5) days of notice from the Association. The two (2) representatives shall select the third member within ten days. The panel shall conduct a hearing at which both parties may be present and present evidence. After concluding the hearing, the panel shall prepare a report listing the issues, the pertinent facts found at the hearing, and a recommendation for resolution. The report shall be sent to the Board of Trustees, with copies to the grievant, the Association and the Superintendent.

3. All costs of the services of the third panel member and any cost of the hearing shall be borne equally by the District and the Association. All other costs shall be borne by the party incurring them.

Level IV.

1. If the panel's report is not acceptable to either the Superintendent or the grievant, either party may, within ten (10) days after receiving the panel's report, request that the matter be referred to the Board of Trustees.
2. Upon receipt of the appeal, together with the documents presented at the lower levels of the grievance, the Board of Trustees shall consider the grievance. The decision of the Board shall be based solely on the written documents. The decision shall be rendered no later than the next regular Board meeting, which is scheduled at least twenty days subsequent to the Board of Trustees' receipt of the appeal at Level IV. The recommendation of the panel shall be binding unless the Board of Trustees overrules the panel's recommendation by at least four votes. No rights of the grievant to further legal action shall be abrogated. If the recommendation is overruled, the District shall pay the cost of the third panel member.

D. Miscellaneous.

1. No supervisor shall be required, within a five-day period, nor the Superintendent, within a ten-day period, to handle more than one grievance. If more than one grievance is pending during these time limitations, time limits imposed upon the employee shall be extended correspondingly.
2. No reprisals of any kind will be taken by the Superintendent, or any member or representative of the administration, against participants in the grievance procedure by reason of such participation.
3. An employee may be represented in all stages of the grievance procedure by himself or herself or, at his/her option, by a representative of his choice.
4. All documents communications and records dealing with the process of the grievance shall be filed in a separate file and will not be kept in the personnel file of any of the participants.
5. The grievant and a representative of the grievant's choosing and any necessary witness shall be granted release time with pay to attend any conference or hearings required by these grievance procedures.
6. Time limits for appeal provided at each level shall begin the next work day following receipt of written decision by the parties in interest.
7. If a grievance cannot be reasonably resolved by filing it at Level I with the grievant's immediate supervisor because the grievance arises from action or

inaction on the part of a member of the administration at a level above the principal or immediate supervisor, alleges a District-wide violation of a collective bargaining agreement, or involves employees with different immediate supervisor, the grievant shall request an informal conference at Level II with the Superintendent or designee, and if the matter is not resolved in that conference, shall submit the grievance in writing to the Superintendent or designee directly and the processing of such grievance shall be commenced at Level II.

8. Forms for filing grievances, servings of notices, taking appeals, making reports and recommendations and other necessary documents will be prepared by the Superintendent and submitted to the Association for review and comment.
9. Time limits herein are considered to be maximum; however, all parties shall attempt to shorten their time limits as much as possible, it being in the best interests of the parties to resolve grievances expeditiously. Time limits may be extended by mutual consent.
10. If requested by the grievant, a conference shall be held at each level.

ARTICLE 20

CONCERTED ACTIVITIES

- A. It is agreed and understood that there will be no strike, work stoppage, slow-down, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- B. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. The Association agrees in good faith to take all reasonable steps to cause those employees to cease any action which might disrupt or interfere with District operations.
- C. The District shall not lockout unit members during the term of this Agreement.

ARTICLE 21

SEVERABILITY

- A. Savings Clause. If, during the life of this Agreement, there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of apart or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

- B. Replacement for Severed Provision. In the event of suspension or invalidation of any article of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of further negotiations on the article or section in question.

ARTICLE 22

COMPLETION OF MEET AND NEGOTIATION

- A. This agreement constitutes a final and binding agreement between the parties. During the term of this Agreement, neither party shall be required to negotiate any subject or matter, whether or not referred to or covered by this Agreement, except upon mutual agreement, as provided for by specific provisions of this Agreement or as provided for by subsequent changes in statutory and case law.

- B. It is expressly understood that during the term of this Agreement, there shall be no unilateral change in wages, hours, or other terms and conditions of employment, except as otherwise provided for herein, that are within the scope of bargaining.

ARTICLE 23

DISCIPLINARY ACTION

Rules of Procedure for Discipline of Permanent Classified Personnel

A. Disciplinary Action

The following disciplinary actions may be taken by the District against a permanent employee for the causes listed in Section C:

1. Dismissal. Dismissal is removal from the employment of the District.
2. Suspension. Suspension is temporary removal from the employment of the District for a specified period of time.
3. Involuntary Reassignment. Involuntary reassignment is a change of assignment whereby an employee is deprived of an incidence of classification.
4. Involuntary Demotion. Involuntary demotion is placement in a lower classification.

B. Right to Representation

Any permanent bargaining unit member shall have the right to representation at any meeting with a District representative which the permanent bargaining unit member reasonably believes may lead to discipline of the permanent bargaining unit member.

C. Cause

A permanent employee may have disciplinary action taken against him or her only for cause, including but not limited to the following:

1. Neglect of duty;
2. Inefficiency;
3. Incompetency;
4. Violation of rules and regulations;
5. Insubordination;
6. Dishonesty;
7. Consumption of alcoholic beverages on the job;
8. Immoral conduct while on duty;
9. Illegal use of narcotics;
10. Conviction of a sex offense as defined in Education Code Section 44010, conviction of narcotics offense in section 44011, or conviction as a sexual psychopath in Article I, Chapter I, Part 1.5, Division 6 of the Health and Welfare Code;
11. Repeated, unexcused tardiness;

12. Repeated, unexcused failure to report to work as assigned;
13. Excessive absence which is detrimental to the District;
14. Inability to work harmoniously with others to such a degree that District functioning is disrupted;
15. Misuse of district property;
16. Disorderly conduct;
17. Evident unfitness for service;
18. Failure to maintain licenses or certificates required by law for the job; and
19. Abuse of sick leave.

D. Procedure

1. Informal Conference. Prior to imposing disciplinary action, and as soon as reasonably possible after the event which forms the basis for disciplinary action, except in emergency situations, the Superintendent or designee shall meet with the employee, inform the employee of the proposed discipline and causes therefore, and give the employee an opportunity to respond.
2. Emergency Situations. If the employee's continued presence at the work site constitutes a danger or jeopardizes the welfare of the employee, other staff, and/or students, the supervisor may suspend the employee immediately and schedule a subsequent informal conference when the emergency is over. The employee shall be entitled to pay during any such suspension.
3. Administrative Leave. Any permanent bargaining unit member may be placed on administrative leave from duty with pay pending a determination of whether or not discipline will be recommended by the Superintendent.
4. Sex or Narcotics Offenses: Compulsory Leave.
 1. Any permanent bargaining unit member charged with the commission of any sex offense as defined in, but not limited to, Education Code Section 44010, or with the commission of any narcotics offense as defined in, but not limited to, Education Code section 44011, may be placed upon compulsory leave of absence pending a final disposition of such charges.
 2. Any permanent bargaining unit member placed on compulsory leave shall continue to be paid his or her regular salary during such leave if he or she furnishes to the District a suitable bond to guarantee that the permanent bargaining unit member will repay the salary paid during the compulsory leave in case the permanent bargaining unit member is convicted of such charges or fails to return to service following expiration of the compulsory leave. If the permanent bargaining unit member does not furnish a bond and if the permanent bargaining unit member is acquitted of such offense, or the charges dropped, the District shall pay to the permanent bargaining unit member upon his or her return to service, the full amount of salary which was withheld during the compulsory leave.

E. Written Notice

An employee who is to have disciplinary action taken against him/her shall be served with written notice of the following:

1. Statement of Charges. A statement of the specific charges against the employee shall be written in ordinary and concise language of the specific acts and omissions on which the disciplinary action is based and shall include the cause and any rules and regulations which have been violated. No charge, however, shall be based on any cause which occurred prior to the employee becoming permanent nor more than two (2) years from the filing of this statement of charges.
2. Right to a Hearing. The notice shall include a statement that the employee has a right to a hearing, and shall include a card, the signing of which shall constitute a demand for a hearing and denial of all charges. The notice shall state the date by which the card requesting a hearing must be returned to the District. Failure to request a hearing within the specified time shall be deemed to be a waiver of the right to the hearing.
3. Access to Materials. The employee may, upon request, have copies of the material in his/her personnel file.

F. Hearing

1. The hearing shall be held within a reasonable period of time but not less than ten (10) days after the filing of a request for a hearing. Days in this section means days when the District office is open for business.
2. If the employee does not request a hearing by the specified date, the board may determine if cause exists for discipline and take action without a hearing.
3. The employee may be represented at the hearing by a representative of his or her choice.
4. The hearing shall be conducted before the Board of Trustees or before an impartial hearing officer designated by the Board.
5. The hearing shall be closed unless the permanent bargaining unit member requests that the hearing be open to the public.
6. The employee and administration shall have the right to present such affidavits, exhibits, and other evidence as the hearing board deems pertinent to the inquiry, to appear and testify, and to call and to cross examine witnesses. All testimony shall be under oath.
7. The hearing shall be informal and need not be conducted according to technical

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

8. The Board of Trustees or hearing officer may upon request of either party exclude all witnesses not under examination, except the permanent bargaining unit member and the party attempting to substantiate the charges against the permanent bargaining unit member and their respective counsel, when hearing testimony on scandalous or indecent conduct, all persons not having a direct interest in the hearing may be excluded.
9. The burden of proof shall be upon the party attempting to substantiate the charges.
10. The District shall make a good faith effort to make an electronic recording of the proceedings. Failure to make such a recording shall not constitute grounds for vacating or reversing the decision. Either side may make a stenographic recording of the proceedings.
11. The Board of Trustees or the hearing officer may grant a continuance of any hearing upon such terms and conditions as it may deem proper.

H. Findings and Decision

1. If the hearing is delegated, the designee shall submit a written recommended decision to the Board of Trustees which shall include proposed findings of fact and determination of issues. A copy of the recommended decision shall be sent to the employee.
2. If the hearing is delegated prior to making a final decision on a recommended decision, the Board of Trustees shall afford the employee the opportunity to present written arguments to it on the sufficiency of cause for disciplinary action. The Board is not required to hold another hearing or receive oral argument.
3. The Board of Trustees may accept, reject or modify the recommended decision. Should the Board reject or modify the recommended decision, it shall first review the record of the hearing. Any modified decision shall include findings of fact and determination of issues by the Board of Trustees.
4. If the Board conducts the hearing itself, a written decision shall be prepared including findings of fact and determination of issues.

I. Results of the Hearing

1. A written decision shall be sent to the employee and representative including the findings of fact and determination of issues.
2. Except for correction of clerical error, the decision of the Board shall be final.
3. Unless the decision provides otherwise, it shall be effective immediately.

ARTICLE 24

CONTRACTING BARGAINING UNIT WORK

- A. During the term of this Agreement, the District agrees that it will not contract out work which is being customarily and routinely performed by employees in the bargaining unit, which will result in the displacement or reduction in hours or wages of bargaining unit employees.

ARTICLE 25

DURATION

This Agreement shall become effective as of the date of ratification by CSEA and approval by the Board and shall continue in effect from November 1, 2009 up to and including October 31, 2012. In addition to the below listed reopeners, the parties may reopen any article by mutual agreement. The reopeners are as follows:

For 2010-11:

One (1) Article of each party's choice
(not Article 7 or 9)

For 2011-12:

Article 7 - Wages
Article 9 -Health and Welfare Benefits
One (1) Article of each party's choice

Sonoma Valley Unified School District:

California Employees Association
Chapter 376:

Date

Date

SONOMA VALLEY UNIFIED SCHOOL DISTRICT CLASSIFIED RANGE SCHEDULE 2009-2010

POSITIONS	RANGE	POSITIONS	RANGE
Administrative Support & Related Classes	2009-2010	Skilled Crafts & Related Classes	2009-2010
Student Health Specialist	45	Maintenance & Construction Specialist	39
Student Welfare Specialist	39	Vehicle Maintenance Specialist	37
Lead Mentor Liaison	36	Transportation Shop Foreman	33
Student Services Coordinator	34	Lead Trades Technician/Planner	31
Clerical Coordinator: Operations	31	Building Trades Technician III	31
Administrative Secretary	26	Building Services Coordinator	31
School Mentor Liaison II	24	Building Trades Technician II	28
School Office Manager	24	Building Trades Technician I	25
Registrar	22	Maintenance Specialist	25
Attendance & Welfare Technician	22	Vehicle Repair Work	22
Translator/Interpreter II	22		
Counseling Technician	21	Instructional Support & Related Classes	
Staff Secretary	20	Child Center Coordinator: AB 172	32
School Mentor Liaison I	20	Child Center Coordinator	32
Attendance Specialist	19	Infant Toddler Associate	24
School Office Specialist	18	Child Care Preschool Team Leader	22
Translator/Interpreter I	18	Instructional Asst. Exceptional Child (II)	22
School Community Liaison - Bilingual	18	Child Welfare Attendance	20
District Office Receptionist	17	Textbook Specialist	18
Customer Service Representative	17	Library Media Specialist	18
School Community Liaison	17	Child Care Team Leader II	17
Office Assistant/Receptionist	15	Child Care Team Leader I	17
		Career Center Specialist	16
Technology Support		Computer Lab Operator	16
Lead Information Technology and Network Specialist	45	Instructional Program Specialist	16
Information Technology and Network Specialist	40	Campus Supervisor II (1 ea @ SVHS, Altimira & Harrison)	15
Network Support Specialist	36	Health Assistant	14
Computer Operator/Technical Support	33	Instructional Assistant - Bilingual	14
Computer Lab/Site Network Technician	22	Instructional Assistant	14
Computer Lab Operator	16	Child Care Preschool Assistant	11
		Child Care Assistant	11
Fiscal & Related Classes		Campus Supervisor I	10
Payroll Manager (classified)	34	Noon Duty Supervisor	9
Payroll Technician	28	Crossing Guard	9
Accounting Technician	28		
Human Resources Technician	28	Operations & Related Classes	
Accounting Specialist	22	Grounds Foreman	26
ASB Bookkeeper	22	School Operations Foreman	25
Accounting Assistant	18	Senior Groundskeeper	23
		District Replacement Custodian	22
Student Nutrition & Related Classes		Custodial Services Specialist	22
Food Service Coordinator	31	Senior Custodian	22
Food Service Technician	28	Groundskeeper	22
Kitchen Manager II	21	Custodian	20
Kitchen Manager I	19		
Food Service Assistant II	14		
Food Service Assistant I	12		
Vehicle Operator & Related Classes			
School Bus Driver Dispatcher	31		
Bus Driver Trainer	28		
School Bus Driver	26		
Storekeeper	22		

SONOMA VALLEY UNIFIED SCHOOL DISTRICT

Classified Salary Schedule			2008-2009 Effective 7/1/08							
STEPS		1	2	3	4	5-10	11-15	16-20	21-24	25
Range	Hourly Monthly	7.48	7.87	8.17	8.70	9.15	9.60	10.09	10.58	11.15
		1,303	1,370	1,421	1,515	1,593	1,672	1,757	1,842	1,940
1		7.53	7.92	8.33	8.76	9.19	9.65	10.15	10.65	11.21
		1,310	1,376	1,448	1,525	1,599	1,679	1,766	1,853	1,949
2		7.72	8.01	8.53	8.97	9.41	9.89	10.37	10.93	11.46
		1,343	1,392	1,486	1,562	1,639	1,723	1,806	1,902	1,994
3		7.92	8.33	8.76	9.19	9.65	10.15	10.65	11.21	11.75
		1,376	1,448	1,525	1,599	1,679	1,766	1,853	1,949	2,044
4		8.01	8.53	8.97	9.41	9.89	10.37	10.93	11.46	12.05
		1,393	1,486	1,562	1,639	1,723	1,806	1,902	1,994	2,095
5		8.33	8.76	9.19	9.65	10.15	11.07	11.21	11.75	12.36
		1,448	1,525	1,599	1,679	1,766	1,853	1,949	2,044	2,150
6		8.87	9.32	9.78	10.30	10.80	11.37	11.92	12.52	13.18
		1,545	1,624	1,704	1,790	1,879	1,978	2,074	2,179	2,294
7		9.12	9.55	10.03	10.56	11.08	11.65	12.23	12.86	13.48
		1,588	1,664	1,746	1,836	1,928	2,028	2,126	2,236	2,348
8		9.32	9.78	10.30	10.80	11.37	11.92	12.52	13.18	13.85
		1,624	1,704	1,790	1,879	1,978	2,074	2,179	2,294	2,410
9		9.55	10.03	10.56	11.08	11.65	12.23	12.86	13.48	14.16
		1,664	1,746	1,836	1,928	2,028	2,126	2,236	2,348	2,466
10		9.78	10.30	10.80	11.37	11.92	12.52	13.18	13.85	14.55
		1,704	1,790	1,879	1,978	2,074	2,179	2,294	2,410	2,529
11		10.3	10.56	11.08	11.65	12.23	12.86	13.48	14.16	14.91
		1,746	1,836	1,928	2,028	2,126	2,236	2,348	2,466	2,594
12		10.30	10.80	11.37	11.92	12.52	13.18	13.85	14.55	15.28
		1,790	1,879	1,978	2,074	2,179	2,294	2,410	2,529	2,658
13		10.56	11.08	11.65	12.23	12.86	13.48	14.16	14.91	15.64
		1,836	1,928	2,028	2,126	2,236	2,348	2,466	2,594	2,720
14		10.80	11.37	11.92	12.52	13.18	13.85	14.55	15.28	16.05
		1,879	1,978	2,074	2,179	2,294	2,410	2,529	2,658	2,791
15		11.08	11.65	12.23	12.86	13.48	14.16	14.91	15.64	16.44
		1,928	2,028	2,126	2,236	2,348	2,466	2,594	2,720	2,860
16		11.37	11.92	12.52	13.18	13.85	14.55	15.28	16.05	16.86
		1,978	2,074	2,179	2,294	2,410	2,529	2,658	2,791	2,935
17		11.65	12.23	12.86	13.48	14.16	14.91	15.64	16.44	17.28
		2,028	2,126	2,236	2,348	2,466	2,594	2,720	2,860	3,006
18		11.92	12.52	13.18	13.85	14.55	15.28	16.05	16.86	17.69
		2,074	2,179	2,294	2,410	2,529	2,658	2,791	2,935	3,078
19		12.23	12.86	13.48	14.16	14.91	15.64	16.44	17.28	18.15
		2,126	2,236	2,348	2,466	2,594	2,720	2,860	3,006	3,157
20		12.52	13.18	13.85	14.55	15.28	16.05	16.86	17.69	18.62
		2,179	2,294	2,410	2,529	2,658	2,791	2,935	3,078	3,236
21		12.86	13.48	14.16	14.91	15.64	16.44	17.28	18.15	19.06
		2,236	2,348	2,466	2,594	2,720	2,860	3,006	3,157	3,316
22		13.18	13.85	14.55	15.28	16.05	16.86	17.69	18.62	19.56
		2,294	2,410	2,529	2,658	2,791	2,935	3,078	3,236	3,401
23		13.48	14.16	14.91	15.64	16.44	17.28	18.15	19.06	20.04
		2,348	2,466	2,594	2,720	2,860	3,006	3,157	3,316	3,487
24		13.85	14.55	15.28	16.05	16.86	17.69	18.62	19.56	20.53
		2,410	2,529	2,658	2,791	2,935	3,078	3,236	3,401	3,573
25		14.16	14.91	15.64	16.44	17.28	18.15	19.06	20.04	21.05
		2,466	2,594	2,720	2,860	3,006	3,157	3,316	3,487	3,660
26		14.55	15.28	16.05	16.86	17.69	18.62	19.56	20.53	21.53
		2,529	2,658	2,791	2,935	3,078	3,236	3,401	3,573	3,749
27		14.91	15.64	16.44	17.28	18.15	19.06	20.04	21.05	22.07
		2,594	2,720	2,860	3,006	3,157	3,316	3,487	3,660	3,843
28		15.28	16.05	16.86	17.69	18.62	19.56	20.53	21.53	22.64
		2,658	2,791	2,935	3,078	3,236	3,401	3,573	3,749	3,938
29		15.64	16.44	17.28	18.15	19.06	20.04	21.05	22.07	23.21
		2,720	2,860	3,006	3,157	3,316	3,487	3,660	3,843	4,036
30		16.05	16.86	17.69	18.62	19.56	20.53	21.53	22.64	23.77
		2,791	2,935	3,078	3,236	3,401	3,573	3,749	3,938	4,133

STEPS		1	2	3	4	5-10	11-15	16-20	21-24	25
32		16.44 2,860	17.28 3,006	18.15 3,157	19.06 3,316	20.04 3,487	21.05 3,660	22.07 3,843	23.21 4,036	24.36 4,237
33		16.86 2,935	17.69 3,078	18.62 3,236	19.56 3,401	20.53 3,573	21.53 3,749	22.64 3,938	23.77 4,133	24.95 4,340
34		17.28 3,066	18.15 3,157	19.06 3,316	20.04 3,487	21.05 3,660	22.07 3,843	23.21 4,036	24.36 4,237	25.57 4,451
35		17.69 3,078	18.62 3,235	19.56 3,401	20.54 3,575	21.53 3,749	22.64 3,938	23.77 4,133	24.95 4,340	26.20 4,558
36		18.15 3,157	19.06 3,316	20.04 3,483	21.06 3,660	22.07 3,843	23.21 4,036	24.36 4,237	25.57 4,451	26.85 4,672
37		18.61 3,235	19.54 3,398	20.54 3,575	21.55 3,751	22.64 3,939	23.78 4,137	24.97 4,344	26.21 4,561	27.53 4,788
38		19.06 3,316	20.04 3,483	21.06 3,663	22.10 3,844	23.23 4,039	24.37 4,240	25.58 4,453	26.87 4,675	28.20 4,907
39		19.54 3,398	20.54 3,575	21.58 3,755	22.64 3,939	23.79 4,139	24.97 4,345	26.22 4,563	27.55 4,791	28.92 5,032
40		20.03 3,483	21.06 3,663	22.12 3,848	23.23 4,039	24.38 4,242	25.59 4,454	26.89 4,679	28.23 4,911	29.62 5,155
41		20.53 3,570	21.59 3,755	22.67 3,944	23.81 4,140	24.99 4,348	26.23 4,565	27.56 4,796	28.94 5,034	30.36 5,284
42		21.04 3,659	22.13 3,848	23.24 4,043	24.41 4,243	25.61 4,457	26.89 4,679	28.25 4,916	29.66 5,160	31.12 5,416
43		21.57 3,751	22.68 3,945	23.82 4,144	25.02 4,350	26.25 4,568	27.56 4,796	28.96 5,039	30.40 5,289	31.90 5,551
44		22.11 3,845	23.25 4,043	24.42 4,247	25.64 4,458	26.91 4,682	28.25 4,916	29.68 5,165	31.16 5,421	32.69 5,690
45		22.66 3,941	23.83 4,144	25.03 4,354	26.28 4,570	27.58 4,799	28.95 5,039	30.42 5,294	31.94 5,556	33.51 5,832

Adjusted by: 1.02
Board Approved: 06/10/08
Effective: 7/1/08

Translator Rate Set at Range 18, Step 3

Longevity: 10 yrs = \$100 add'l (\$100 annually)
15 yrs = \$200 add'l (\$300 annually)
20 yrs = \$300 add'l (\$600 annually)
25 yrs = \$400 add'l (\$1,000 annually)

NEW PERSONNEL PACKAGE

Employees shall be provided with the following information at the time of hire:

- 1) Original Employment Date
- 2) Work Title
- 3) Work Location
- 4) Immediate Supervisor(s)
- 5) Classified Work Calendar
- 6) Salary Classification Title
- 7) Range
- 8) Step
- 9) Pay Rate
- 10) Daily Duty Hours
- 11) Hours Worked Per Week
- 12) Pay Period
- 13) Sample Vacation Calendar (as appropriate)
- 14) Job Description
- 15) Application for Membership & Salary Deduction Authorization

SONOMA VALLEY UNIFIED SCHOOL DISTRICT
Classified Personnel Efficiency Rating

Part 2 **Objectives Form**

This form must be used to identify and list specific objectives to be met as a result of either a **NEEDS IMPROVEMENT AND/OR UNSATISFACTORY** rating on the attached evaluation form. This form may also be used at other times to improve communications and expectations in a positive way.

Name _____ Period From: _____ To: _____

The following objectives have been identified to assist you in improving your performance in your present work assignment:

OBJECTIVE	RESULT

SONOMA VALLEY UNIFIED SCHOOL DISTRICT

GRIEVANCE FORM

Name: _____ Site: _____ Date: _____

Grievance: An allegation by a grievant that he/she has been directly and adversely affected by a violation of the specific provisions of this collective bargaining agreement.

Informal Level Conference _____
Date Filed Conference date Unit Member Name Supervisor Name

Alleged Violation of Contract: _____

Response by Supervisor: _____

Resolved _____ Unresolved, go to Level I
Date

Level I - Immediate Supervisor _____
Date Filed Signature of Grievant

Relevant Contract Article/Section: _____ Date & Time of alleged violation: _____

Circumstances Involved: _____

Supervisor's Response: _____

Resolved Unresolved, go to Level II _____
Date

Supervisor's Signature _____

Level II – Superintendent _____
Date Filed Signature of Grievant

Reasons for the Appeal: _____

Superintendent/Designee Response: _____

Resolved Unresolved, go to Level III _____
Date

Superintendent's Signature: _____

Level III - Panel _____
Signature of Grievant

Date grievance submitted to Association: _____

Date Association notifies Superintendent: _____

Date of Panel Hearing: _____

Recommendation of Panel: _____

Resolved Unresolved, go to Level IV _____
Date

Level IV - Board of Trustees

Date Matter Referred to Board: _____

Date Board Considers Grievance: _____

Decision of Board: _____

Board Vote to Support Panel Recommendation: _____

Date Board Decision Sent to All Parties: _____

CLASSIFIED WORK CALENDAR
2009-2010

<p>1) 247 Work Days (12 months)s + 14 holidays = 261 day employee</p>	<p>Account Assistant Account Specialist Account Technician Administrative Secretary ASB Bookkeeper Building Services Coordinator Building Trades Technician I, II, III Child Care Team Leader II Clerical Coordinator: Operations Computer Operator Technical Support Custodial Service Specialist Custodian/ District Replacement Custodian Customer Service Representative District Office Receptionist Food Service Technician Grounds Foreman Groundskeeper Human Resource Technician Information Technology and Network Specialist Lead Information Technology and Network Specialist Lead Trades Technician/Planner Network Support Specialist Maintenance & Construction Specialist Maintenance Specialist Payroll Manager (Classified Position) Payroll Technician Registrar School Office Manager/ Middle & Adult Ed School Operation Foreman Senior Custodian Senior Groundkeeper Staff Secretary Storekeeper Student Welfare Specialist Translator/Interpreter II Transportation Shop Foreman Vehicle Maintenance Specialist Vehicle Repair Worker</p>
<p>2) 225 Work Days (11 Months) + 13 Holidays = 238 day employee</p>	<p>Administrative Secretary (DO) Attendance & Welfare Technician Counseling Technician School Office Manager School Office Specialist Staff Secretary (Teen Parenting) Student Services Coordinator Student Welfare Specialist</p>

CLASSIFIED WORK CALENDAR
2009-2010

3) 204.5 Work Days (10 Months) + 13 Holidays = 217 ½ day employee	Attendance Specialist Bus Driver Trainer Office Assistant Receptionist (Middle & High) School Office Manager (Creekside & Gateway) Staff Secretary (SVHS)
4) 196 Work Days (9 Months) + 13 Holidays = 209 day employee	School Bus Driver Dispatcher School Community Liaison School Community Liaison/Bilingual School Mentor Liaison I School Mentor Liaison II
5) 191 Work Days (9 Months) + 13 Holidays = 204 day employee	Library Media Specialist
6) 182 Work Days (9 Months) + 13 Holidays = 195 day employee	Comp Op/ Tech Sup I Food Service Assistant I & II Kitchen Managers I & II
7) 181 Work Days (9 Months) + 13 Holidays = 194 day employee	Account Specialist (Adult Ed) Campus Supervisor I & II Career Center Specialist Child Care Assistant Child Care Preschool Assistant Child Care Preschool Team Leader Child Care Team Leader I Child Center Coordinator Child Center Coordinator: AB 172 Child Welfare Attendance Computer Lab Operator Computer Lab/Site Network Technician Crossing Guard Health Assistant Infant Toddler Associate Instructional Assistant Instructional Assistant Exceptional Child Instructional Assistant/Bilingual Instructional Program Specialist Noon Duty Supervisor Office/Assistant Receptionist (Elementary) School Bus Driver Student Health Specialist Translator/Interpreter I