

Agreement Between

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT

and

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
San Luis Obispo, Chapter #89**

2006-2009

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AGREEMENT

THIS AGREEMENT is made and entered into this 18th day of July, 2006, by and between SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT, San Luis Obispo, California, hereinafter referred to as the "District," and CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION San Luis Obispo Chapter #89, hereinafter referred to as the "Association."

WITNESSETH

ARTICLE I

RECOGNITION

Pursuant to the Representation Election Agreement dated January 7, 1977, and changes in Classifications through additions and reclassification procedures, the District recognizes the Association as the exclusive representative for the employees of the Clerical-Fiscal-Aides Bargaining Unit:

INCLUDED: Permanent and probationary classified employees including those in the following classifications: Copy Center Technician, Secretary Clerk, Receptionist, Registrar, Senior Secretary Clerk, Student Body Account Clerk, Continuation School Secretary, Elementary School Secretary, Career Technician, Secondary School Secretary, Administrative Assistant, Library Media Center Assistant, Library Media Center Technician, Account Clerk, Senior Account Clerk, Buyer, Computer Technician, Student Database Technician, Network Specialist, Volunteer Coordinator, Elementary PE Aide, EL Instructional Aide, Instructional Aide, Special Education Paraeducator, Secondary School Campus Supervisor, Foster Youth/Family Services Resource Coordinator, Child Aide, and Educational Interpreter for a Deaf or Deaf-Blind Student.

EXCLUDED: All certificated employees; all employees in the Maintenance-Operations-Transportation-Food Service Bargaining Unit; all casual, temporary or provisional personnel such as substitutes; all non-classified personnel such as Noon Duty or Playground Supervisors, Accompanists, Move Crew, Student Aide, and Athletic Aide; all Management and Supervisory employees such as Assistant Superintendent for Business Services, Director of Information Services and Technology, Director of Fiscal Services, Director of Facilities, Operations, and Transportation, Operations Supervisor, Maintenance Supervisor, Transportation Supervisor, Director of Food Service, and Central Kitchen Supervisor; all confidential employees such as Receptionist (Personnel), Payroll Specialist, Account Clerk (Benefits), Administrative Assistant (Superintendent's Office), Accounting Technician, Personnel Assistant, Executive Assistant, and Personnel Analyst; all exempted positions such as Executive Assistant to the Superintendent.

The appropriate unit placement of any newly created classifications in the classified service shall be discussed between the parties hereto, and if no Agreement is reached, the dispute shall be submitted to PERB proceedings rather than to grievance procedures of this Agreement. Any other adjustments to the unit composition shall be made only upon mutual written agreement, and this Article shall not be subject to the grievance procedures of this Agreement.

ARTICLE II
RETAINED RIGHTS

- A. All matters which are not specifically enumerated as within the scope of negotiations in Government Code 3543.2, or which are not limited by the express terms of other articles of this Agreement, are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:
1. The legal, operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;
 2. The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget controls policies and procedures, and all budgetary allocations, reserves, and expenditures;
 3. The acquisition, disposition, number, location, types and utilizations of all District properties and equipment, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas and other improvements, and the personnel, work, service and activity functions assigned to such properties;
 4. All services to be rendered to the public and to District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the subcontracting of services to be rendered and functions to be performed, including educational, support, construction, maintenance and repair services;
 5. The utilization from time to time of personnel not covered by this Agreement, including but not limited to consultants, and personnel occupying positions listed as "Excluded" in Article I of this Agreement, and the methods of selection and assignment of such personnel;
 6. The educational policies, procedures, objectives, goals and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, admissions, attendance, student transfers, grade level advancement, guidance, grading, testing, records, health and safety, conduct, discipline, transportation, food services, racial and ethnic balance, extracurricular and cocurricular activities, and emergency situations; and the substantive and procedural rights and obligations of students, parents, teachers, other personnel and the public with respect to such matters;
 7. The selection, classification, direction, promotion, demotion, discipline and termination of all personnel of the District; the creation and abolition of positions; affirmative action and

equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of employees to any location (subject to Article VIII, Transfers) and also to any facilities, classrooms, functions, activities, departments, tasks or equipment; staffing levels, work loads, and the number of employees; and the determination as to whether, when and where there is a job opening;

8. The job classifications and the content and qualifications thereof; the rates of pay for any new classifications implemented during the term of the Agreement;
 9. The duties and standards of performance for all employees; and whether any employee adequately performs such duties and meets such standards;
 10. The dates, times and hours of operation of District facilities, functions, and activities (subject to Article VII, Hours of Employment); work schedules; and school calendar; the assignment of paid duty days beyond the regular assigned duty year; the assignment of overtime;
 11. Safety and security measures for employees, students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters;
 12. The rules, regulations and policies for all employees, students and the public, subject only to clear and explicit limitations contained in this Agreement;
 13. The administration of all employee health and benefit plans, including the selection of all carriers of health and benefit plans, and the manner and method of funding such plans; and
 14. The retirement of employees for age or disability.
- B. All other rights of management not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the District even though not enumerated above, and the express provisions of this Agreement constitute the only contractual limitations upon the District's rights. The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.
- C. It is not the intention of the parties, in setting forth the above-mentioned rights of the District, to detract or diminish in any way the rights of the Association or of unit members as expressly set forth elsewhere in this Agreement; and if there is a direct conflict between the above-mentioned District rights and the express terms of another Article of this Agreement, the language of the latter shall prevail.
- D. The above-mentioned reserved rights of the District shall be deemed to include the right of the Personnel Commission to establish lawful rules and regulations applicable to unit members. However, in the event of a direct conflict between such rules or regulations and the express terms of this Agreement, the latter shall prevail.
- E. Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the District set forth hereinabove, or any other rights of the District not expressly limited by the clear and explicit language of this Agreement, or arising out of or in

any way connected with the effects of the exercise of any such rights, is not subject to the grievance provisions set forth in Article V, unless the grievance in question is a complaint that the District has violated an express provision of some other Article of this Agreement, which Article is itself subject to the grievance procedure.

ARTICLE III

ASSOCIATION RIGHTS

The Association shall have the following rights:

- A. The sole and exclusive right to have membership dues deducted for unit members by the District. The District shall, upon appropriate written voluntary authorization from any unit member, deduct and make appropriate remittance for Association membership dues, insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs jointly approved by the Association and the District. The dues schedule of the Association is attached hereto for informational purposes as Attachment II.
- B. The right of access for its representatives to contact unit members at work sites, provided that they announce their presence to the site administrator and do not interfere in any way with normal duties. Normally contacts with employees will be limited to non-working times such as breaks;
- C. The right to use without charge District bulletin board space allocated to the Association mailboxes, and the District mail system for the communication of Association business;
- D. The right to use institutional facilities at reasonable non-working times for the purpose of meetings, subject to the provisions of the Civic Center Act, provided that there shall be no charge for regular business meetings of the Chapter; and the right to receive copying services from the District, at the convenience of the District and for a reasonable charge;
- E. The right to review any unit member's personnel files and any other records available to the unit member which are not otherwise privileged, when accompanied by the unit member or on presentation of a written authorization signed by the unit member;
- F. The right to be supplied with a list of unit members by name, classification and location of work as of the effective date of the Agreement; and the District shall furnish the Association with a copy of any seniority lists which it maintains or which it develops;
- G. The right to receive one copy of the Board Agenda for each Association officer; which traditionally includes all nonconfidential budgetary data received by the Board;
- H. The right to review at reasonable times any non-confidential, non-privileged material in the possession of the District which is reasonably necessary for the Association to fulfill its role as exclusive bargaining representative;
- I. The right to release time for unit members who are officers of the Association, in order to attend meetings, conventions, grievance resolution meetings with the District, and other necessary Association business apart from negotiation meetings, such time to be limited to an aggregate of 150 hours per fiscal year; and the right to reasonable release time necessary to attend negotiation meetings with the District;
- J. The right to consult with the District with respect to the appointment of unit members to committees rendering advice to the District; and

- K. The District shall furnish each unit member with a copy of this Agreement. The District shall post the Agreement on the SLCUSD website and update the Agreement as changes are made.

ARTICLE IV

WORK STOPPAGE

- A. Apart from and in addition to existing legal restrictions upon work stoppages, the Association hereby agrees that neither it nor its officers, agents, or representatives, or the employees, or persons acting in concert with any of them, shall incite, encourage, or participate in any strike, walkout, slowdown, or other work stoppage of any nature whatsoever during the life of this Agreement for any cause or dispute whatsoever or wheresoever located, including but not limited to disputes which are subject to the grievance provisions of Article V, disputes which are specifically not subject to the grievance provisions of Article V, disputes concerning matters not mentioned in this Agreement, disputes contending that the District has committed unfair employment practices, disputes with other labor organizations, persons or employers, or jurisdictional disputes. In the event of any strike, walkout, slowdown or work stoppage or threat thereof, the Association and its officers will do everything reasonably within their power to end or avert the same.
- B. Upon the Association's violation of Paragraph A, and in addition to the District's rights to judicial relief in the form of injunctions and damages, the District may suspend or terminate this Agreement upon written notice to the Association to such effect, following which the District shall have the right unilaterally to effectuate, without prior notification to or discussion with the Association such changes in wages, hours, and terms and conditions of employment of employees covered hereby as are, in the sole judgment of the District, necessary and proper in order to restore and maintain efficient operation of the school system.
- C. Any employee authorizing, engaging in, encouraging, sanctioning, recognizing or assisting any strike, slowdown, work stoppage, or other concerted interference in violation of this Article, or refusing to perform duly assigned services in violation of this Article, shall be subject to termination pursuant to applicable Education Code proceedings. The District reserves the right to selectively discipline employees hereunder.
- D. In the event that the Association, its officers, agents or representatives, or the employees or persons acting in concert with them have violated the provisions of this Article over a grievance or a dispute which would otherwise properly be subject to resolution by submission to the grievance provisions of Article V, the Association (and the employees) shall be deemed to have waived the right to process the grievance or dispute through the grievance procedures and the grievance or dispute shall be deemed as having been finally settled, with prejudice, in accordance with the District's last stated position with respect thereto.

ARTICLE V

GRIEVANCE PROCEDURES

A. Definition

A grievance is defined as a complaint by a unit member, or by the Association on behalf of one or more unit members, that the District has violated an express term of this Agreement and that by reason of such violation, his/her rights have been adversely affected. For disputes which are beyond the scope of this contract and outside the above definition, the Personnel Commission Procedure for Adjustment of Grievances shall remain available to unit members, pursuant to its terms, during the term of this Agreement. It is the intent of the parties to resolve grievances at the lowest possible administrative level, and to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances.

B. Informal Level

Before filing a formal written grievance, the grievant shall make a reasonable attempt to resolve the grievance by means of an informal conference with the immediate administrator.

C. Formal Level

Step 1

Within twenty (20) working days after the occurrence of the act or omission giving rise to the grievance, the grievant must present the grievance in writing to the immediate administrator. If neither the grievant nor the Association had actual or constructive knowledge of the occurrence of the grievable act or omission, and could not within the exercise of reasonable diligence have known about it, then the time limit shall begin to run on the date upon which either the grievant or Association knew or could with reasonable diligence have known of the occurrence.

The written statement shall state the facts surrounding the grievance, the provision of this Agreement alleged to have been violated, the decision rendered at the informal conference and the remedy sought. The statement will be signed and dated by the employee. A meeting with the employee and immediate administrator will be arranged to review and discuss the grievance. Such meeting will take place within five (5) working days from the date the written grievance is received by the immediate administrator. The immediate administrator may invite other members of management to be present at such meeting. The immediate administrator will give a written reply by the end of the fifth working day following the date of the meeting, and the giving of such reply shall terminate Step 1.

Step 2

If the grievance is not settled in Step 1, the employee may present the grievance to the Division Head or his/her designee within three (3) working days after the termination of Step 1 and a meeting will be arranged to review and discuss the grievance. Such meeting will take place within five (5) working days from the date the grievance is received by the Division Head or his designee. The Division Head or his designee may invite other representatives of management to be present at such meeting. A written decision shall be rendered by the Division Head or his designee within five (5) working days from the date of such meeting. Said

decision shall be delivered to both the grievant and the Association and such delivery shall terminate Step 2.

D. Board Hearing

If the grievance is not settled, the grievant may submit the grievance in writing to the Board of Education (via the Superintendent's office) within five (5) working days of the termination of Step 2. The Board will schedule a hearing on the grievance at its next regular scheduled meeting. At that meeting, both the grievant and his/her representative and a representative of the Administration shall have an opportunity to testify, and to present evidence and witnesses pertaining to the grievance. Within twenty (20) working days after this meeting, the Board of Education will deliver to the grievant and his/her representative its written final decision on the grievance. An individual representing himself/herself may elect to take his/her own case to the Governing Board. In such instance he/she shall follow the procedures of this section.

E. Union Representation

While meetings at the informal level are expected and encouraged to be limited to the grievant and the administrator, the grievant shall be entitled upon request to representation by the Association at all grievance meetings (See Article III, Paragraph I). In situations where the Association has not been invited to represent the grievant, the District shall not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to state its views on the matter.

F. Failure to Meet Time Limits

If a grievance is not processed by the grievant and Association in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any level, the running of its time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.

Time limits hereunder may be lengthened or shortened in any particular case by mutual written agreement.

ARTICLE VI

DISCIPLINARY ACTION

A. Causes for Discipline

1. Discipline shall be imposed on permanent employees of the bargaining unit only for the causes stated in Personnel Commission rules or other just cause. (Current Rules are attached hereto for informational purposes as Attachment III.) Disciplinary action includes but is not limited to: dismissal, demotion, suspension, or disciplinary transfer.
2. No disciplinary action against a permanent employee shall be based upon any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

B. Procedure for Disciplinary Action

1. No employee shall be subject to disciplinary action because of his or her affiliations, political or religious acts or opinions, race, color, sex, or marital status.
2. Generally, the concept of "progressive discipline" applies so that employees are, depending upon the nature of the offense, to be given appropriate notice of any performance problems or other misconduct which may give rise to disciplinary action, and appropriate opportunity to improve. Full progressive discipline, which would be appropriate for a minor offense (e.g. tardiness) includes the following:
 - a. Verbal counseling;
 - b. If the problem is not corrected within a reasonable time, an evaluative conference and one or more written reprimands/warnings indicating the nature of the problem and the consequences of a further violation;
 - c. If the problem persists, a suspension without pay for up to 5 working days, and an appropriate reprimand/warning;
 - d. Then if the problem persists, either a longer suspension, demotion, or termination of employment.

Any such suspensions or terminations shall (except in compelling circumstances) include a prior right of the employee to appeal the recommended action to the Superintendent or designee, and the right to appeal the suspension subsequently to the Personnel Commission as provided in paragraph 4 and Section C below. It is understood that the above progressive disciplinary procedures (warnings and lesser prior punishments) may vary based upon the seriousness of the offense, and in the case of a serious offense (e.g. theft) are not applicable.

3. When a regular employee is to be subjected to disciplinary action of dismissal, demotion, suspension without pay, or disciplinary transfer, specific written charges shall be

prepared and furnished to the employee. The charges must be sufficiently clear that the employee will know the exact complaints and may be expected to respond to them.

4. If the employee desires to be heard by the Superintendent or designee prior to the charges being presented to the Governing Board, the employee shall request in writing that an informal meeting be scheduled at which the employee may present any information he/she may wish to in support of his/her position. It shall not be the employee's right at this meeting to confront or examine District witnesses. The request for a meeting must be received by the Superintendent within five working days after the employee has been served with the charges, and the informal hearing shall then be scheduled in writing to be held not less than ten working days after the employee was served with the charges. The Superintendent shall make a determination as to whether the charges are to be presented to the Board of Education and advise the employee accordingly. The charges may thereafter be presented to the Governing Board for approval.
5. When formal disciplinary action has been approved by the Governing Board, the action and the charges shall be reported to the Director of Personnel, who shall immediately notify the employee and shall report the action to the Commission at its next regular meeting.
6. Notice to the employee shall be served personally or by registered or certified mail and shall include a copy of the charges, and shall state his right to answer, the time limits for such appeal to be filed, and that a hearing will be held upon such appeal.
7. Notwithstanding the procedures prescribed above, any employee may, in compelling circumstances, be suspended prior to Board approval at the discretion of the Superintendent, subject to later ratification by the Board within two weeks. However, the employee will in such event be entitled to the procedural requirements of this Article.
8. A regular employee charged with the commission of any sex offense as defined in Section 44010 of the Education Code by complaint, information, or indictment filed in a court of competent jurisdiction may be suspended as provided for in Section 45304 of the Education Code. Such a suspension will be processed as an involuntary personal leave in accordance with the provisions of this rule relative to suspensions. The employee may receive compensation as provided for in the Code section. Such suspension shall be reviewed by the Personnel Commission every 90 calendar days.
9. Dismissal shall cause removal of the employee's name from all employment lists.
10. Failure to appeal, as provided below, shall make the action of the Governing Board final and conclusive.

C. Appeal

1. A permanent employee who has been subjected to disciplinary action may appeal to the Personnel Commission within 14 days after having been furnished with a copy of the written charges by filing a written answer to such charges. Appeal can be made only on the following grounds:

- a. That the procedures set forth in these rules have not been followed and that the employee has suffered substantial prejudice thereby.
 - b. That the action was taken because of affiliations, political or religious acts or opinions, race, color, sex, or marital status.
 - c. That there has been abuse of discretion by the District.
 - d. That the action taken was not in accord with the facts.
2. A permanent employee who has not served the full probationary period for the class and who is demoted to the class from which promoted may request an investigation by the Commission within 14 days after the receipt of the copy of written charges. The request for the investigation shall be based only on one or more of the four grounds provided above for appeals. The Commission shall conduct an investigation confined to the grounds set forth in the charges and in the request for the investigation but shall not be required to follow the procedures for appeals and hearings set forth in these rules. The Commission shall notify the Governing Board and the employee in writing of its findings. If the Commission's investigation and findings, however, indicate any discriminatory action, the Commission may order a formal hearing. The decision of the Commission shall be binding on the Governing Board.

D. Hearing Procedure

1. The Personnel Commission may conduct hearings of appeals or may appoint a hearing officer to conduct the hearings and report findings and recommendations to the Commission.
2. Hearings shall be conducted in the manner most conducive to determination of the truth, and neither the Commission nor its hearing officer shall be bound by technical rules of evidence. Decisions made by the Commission shall not be invalidated by any informality in the proceedings.
3. The Personnel Commission or its hearing officer shall determine the relevancy, weight, and credibility of testimony and evidence. It shall base its findings on the preponderance of evidence.
4. Each side will be permitted an opening statement (Board first) and closing arguments (employee first). The Board shall first present its witnesses and evidence to sustain its charges and the employee will then present his/her witnesses and evidence in defense.
5. Each side will be allowed to examine and cross-examine witnesses.
6. Both the Board and the employee will be allowed to be represented by legal counsel or other designated representation.
7. The Commission may, and shall if requested by the Board or the employee, subpoena witnesses and/or require the production of records or other material evidence.
8. The Commission may, prior to or during a hearing, grant a continuance for any reason it believes to be important to its reaching a fair and proper decision.

9. Whether the hearing is held in a public or executive session, the Commission, after it concludes the hearing may deliberate its decision in executive session. No persons other than members of the Commission, its counsel, and its staff shall be permitted to participate in the deliberations. If the Director of Personnel or any staff is not serving full time for the Commission and/or was a witness in the proceedings, he shall also be barred from the Commission's final deliberation.
10. The Commission shall render its judgement as soon after the conclusion of the hearing as possible and in no event later than 14 days. Its decision shall set forth which charges, if any, are sustained and the reasons therefor. The Commission's decision shall be set forth in writing and signed by the chairman of the Commission and be sent to all parties of interest. The Commission's decision shall be final.
11. The Commission may, if it finds in favor of the employee, include any of the following as part of its judgement:
 - a. Order the employee's reinstatement upon such terms and conditions as it may determine appropriate.
 - b. Modify the disciplinary action, but not to make more stringent the action taken by the Board.
 - c. Order paid all or part of the employee's lost compensation.
 - d. Order expunction from the employee's personnel file of records pertaining to the disciplinary action.

E. Applicable Personnel Commission Rules

It is understood and agreed that this Article is intended to be consistent with the Personnel Commission rules regarding Discipline. Should the Personnel Commission change these rules during the term of this agreement, the then current Personnel Commission rules will govern. No such rule change will be made without due notice to CSEA.

ARTICLE VII

HOURS OF EMPLOYMENT

A. General

The daily and weekly hours of work and work schedules for each position and unit member shall be determined and assigned by the District, subject only to the limitations of this Article.

Once the District has established a given position and assigned it a certain regular number of hours and days, the position shall be so continued on a regular basis until such time as the regular number of hours and days are changed as provided below in Sections D and E. However, there may be exceptions for temporary situations involving a short-term decrease or change in the need for services occasioned by emergency events.

The work week for full-time employees shall be a forty (40) hour work week composed of five (5) consecutive days of eight (8) hours per day, exclusive of the duty-free lunch period. The immediate administrator may in his/her own discretion from time to time release unit members from their normal daily schedule or otherwise revise work schedules to accommodate special circumstances. However, a denial of such release or revision shall not be subject to the grievance procedure.

B. Overtime

A unit member shall be paid at one and one-half times the regular hourly rate (including any shift differential) for all working hours in excess of eight (8) in one day, or forty (40) in one week, and (for those whose regular assignment is at least four hours and who were in paid status through the entire preceding five day work week) for all working hours on the sixth or seventh days of the unit member's work week. When unit members are asked to work a weekly schedule comprised of 4 days of 10 hours per day, overtime shall be paid as detailed in section M below. For those whose regular work day is less than four hours and who were in paid status through the entire preceding five day work week, only those hours on the seventh consecutive day of work shall be compensated at the overtime rate. All overtime work shall be reported and credited in multiples of 15 minutes of working time, rounded to the nearest quarter hour.

For work on designated holidays (Article XI), unit members shall be paid at the rate of one and one-half times the regular hourly rate in addition to the regular hourly rate.

Overtime services may be compensated through compensatory time off in lieu of cash compensation. Compensatory time off shall be utilized only by prior arrangement with the immediate administrator, and shall correspond in length to the premium which would otherwise be payable (i.e., one and one-half hours of compensatory time in lieu of time and one-half overtime premium). Normally, compensatory time off should be utilized by the end of the next succeeding pay period. However, when this is not possible, the compensatory time off may be carried over until the immediate administrator and unit member may find a mutually acceptable time to use the time off. If, after six (6) months, no mutually acceptable arrangements can be found, the compensatory time shall be paid through payroll.

C. Call-Back Pay

Apart from applicable overtime rules, employees who are, without any advance notice, called back when off-duty and required to report for duty at the work site, shall receive a premium of two (2) hours pay at the regular hourly rate in addition to appropriate compensation for the time actually worked. However, if the time so worked runs into the unit member's regular scheduled work day, the two hour premium shall not be payable.

D. Increases in Hours of Part-Time Positions

When the District determines that the daily, weekly or annual hours of any particular part-time regular position are to be increased by more than the equivalent of one hour per day, that position shall be treated as "vacant," and is to be filled either pursuant to transfer procedures (Article VIII hereof) by a unit member who has been assigned to the same or more hours at another location, or pursuant to the procedures applicable to any other vacancy, i.e., use of the "rule of three" from (a) most senior class incumbents requesting an increase in hours, (b) promotional lists, and (c) eligibility lists.

E. Decreases in Hours

When the District determines that a regular position is to be reduced in regular daily, weekly or annual hours in an amount greater than the equivalent of one hour per day, the affected incumbent shall have the right to be assigned to a position in the same classification which will maintain his/her previous total assigned hours. Such assignment shall be effected by the District at its discretion either by transfer pursuant to Article VIII or by permitting said employee to bump the least senior employee assigned the same number of regular hours. If there is no less senior employee assigned to the same number of hours, he/she may then bump the least senior of all employees occupying all positions which are assigned fewer hours than the original position, but more hours than the reduced position. Any employee so bumped shall in turn be permitted to exercise the same series of rights.

F. Distribution of Overtime

The District shall make a good faith effort to distribute overtime duties and opportunities equitably among the staff at each work location.

G. Split Shift Differential

If a unit member's regular assigned work day is divided by one or more periods of non-working time which total three (3) hours, he/she shall receive as part of the regular hourly rate a one-step increase on the salary schedule above what he/she would otherwise receive.

H. Night Shift Differential

If at least one-half of a unit member's regular assigned workday is scheduled after 5:00 p.m., he/she shall receive as a premium for all hours worked a one-step increase on the salary schedule above his/her regular hourly rate.

I. Lunch Period

All unit members who work for four (4) or more hours per day shall be entitled to an uninterrupted, unpaid lunch period of not less than one-half (1/2) hour and not more than one (1) hour, to be scheduled by the immediate administrator. If it is necessary for an employee to work through without a lunch break, he/she shall be paid at the appropriate rate for all hours worked during the lunch period.

J. Rest Periods

All unit members who work for four (4) hours or more per day shall be granted paid rest periods at the rate of fifteen (15) minutes for each four (4) hours of work in any one day. Such breaks shall be scheduled by the immediate administrator. Unit members who work at least three (3) hours per day shall also be permitted to participate in the break which falls within their work shift.

K. Fringe Benefits of Part-Time Unit Members

When the District determines that a part-time unit member's regular assignment is to be increased or decreased by fifteen (15) minutes or more per day, the unit member shall have his/her basic assignment changed to reflect the change in hours in order that fringe benefits will be properly prorated.

The District contribution toward part-time employee fringe benefits is based on the time worked computed to the nearest preceding half hour. For example, if a unit member's assignment is 5 hours and 15 minutes per day, the District's fringe benefit contribution will be 5/8 of the amount contributed for full time unit members.

L. Leap Year Provision

Because of the special circumstances caused by the extra day attributable to a leap year, twelve-month employees generally shall be released from duty, without pay, on a mutually agreed to date. Those who are required to work that date will be scheduled for release at a later time.

M. 4-10 Schedule

From time to time, employees may be asked to work a weekly schedule comprised of 4 days of 10 hours per day. The following applies to any such assignment for full-time employees:

1. Pay shall be at the employee's regular hourly rate for the first 10 hours per day, with overtime premiums to be paid at the rate of 1-1/2 times regular hourly rate for hours above 10 and up to 12 in a day, and at double time for hours in excess of 12.
2. Hours required on a fifth day in excess of 40 that week, or 10 that day, shall be paid at the applicable overtime rate.
3. For paid time-off (vacations, sick leave, personal necessity, etc.), the paid time shall correspond to the regular hours actually relieved (typically 10 hours per day, 40 hours per week), and the amount charged against the employee's accrued balance shall be made on the same basis. Because accruals are measured by hours worked, and the total of 40

hours per week remains the norm under a 4-10 schedule, accruals are generally the same under 4-10 as under a traditional work week.

4. Holidays to which an employee is entitled shall, when observed within a 4-10 schedule, also result in straight-time pay for the number of hours not worked due to the holiday (typically 10 hours), resulting in a remaining work week for that week of 30 hours.
5. Individual employees may request exemption or other accommodation when unable to work this schedule. Such requests shall be granted by the District on a case-by-case basis.

ARTICLE VIII

TRANSFERS

- A. A transfer is a change of assignment from one location to another within the same classification or a change of one job classification to another related classification at the same salary range. Excluded from the definition of transfer are (1) a demotion (whether voluntary or involuntary) to a classification having a lower salary range; (2) a promotion to a classification having a higher salary range; (3) a change of assignment within a classification which does not involve a change of location.
- B. Transfers may be initiated by either written request of a unit member (voluntary transfers) or by the District (involuntary transfers). Decisions regarding transfers shall be made by the District, in its sole discretion, provided that such action shall be based upon reasonable grounds, and shall not be made for arbitrary or capricious reasons.
- C. A unit member desiring a transfer shall file a written request with the Personnel Division. Transfer Request Forms are accepted in response to posted vacancy announcements for the job classification(s) in which the unit member has transfer rights; the request is due in the Personnel Office by noon on the closing date of the vacancy announcement and will be valid until the eligibility list established as a result of the posted announcement expires. When a new position is created or an existing position becomes vacant and is not filled by an involuntary transfer, the District shall consider those unit members seeking voluntary transfers together with those on promotional and eligibility lists, and when all other factors are equal, the applicant with the most District seniority shall be selected.
- D. Any unit member who has requested and been denied a transfer, or who is being transferred against his or her preference, shall be entitled to a consultation with responsible administrators and/or the Director of Personnel, in order to discuss reasons for the transfer, and to hear and consider the unit member's views on the matter. Such consultation shall not preclude resort to the grievance procedure of Article V.
- E. A permanent employee who transfers to a position in a related class in which he/she has not previously completed a probationary period shall be considered probationary in that class for a period of six months (130 working days). At any time during the probationary period he/she may be returned (transferred) to his former class without recourse to the grievance procedure.
- F. Seniority shall, pursuant to education Code 45308, for purposes of layoff and recall be determined by length of service in the affected classification, plus higher classifications, using the employee's date of hire (beginning date and ending date, if applicable) in the relevant classification(s). Periods of separation from the District due to duly granted leaves of absence or layoff are to be counted towards an employee's seniority. If an employee is terminated with cause and is later rehired, hire date is date of most recent record. If an employee voluntarily resigns and is rehired within 39 months of leave date, hire date remains original hire date, however period of separation from the District shall not be counted towards seniority.

ARTICLE IX
EVALUATIONS

A. Probationary Period

Newly employed unit members shall serve a probationary period of six (6) months or one hundred thirty (130) working days whichever is longer.

B. Schedule

Unit members shall be evaluated in accordance with the following schedule:

1. Probationary employees - normally prior to the end of the first, third, and sixth month. However, if during the six-month period any items on the evaluation instrument are rated unsatisfactory, then the employee may be evaluated every month during the remainder of the probationary period.
2. Permanent employees - shall receive a minimum of one written evaluation each year, unless waived by mutual written agreement of the employee and the immediate supervisor, on the approved District evaluation form. Waiving of the report will indicate satisfactory performance. Evaluation will not be waived for two consecutive years. When a new supervisor is assigned to a permanent employee, there will be a six-month period prior to the evaluation.
3. In the absence of prior negative evaluative activity or disciplinary steps during the evaluation period, failure of the administrator to issue the final evaluation within 30 days after the employee's anniversary date shall be deemed a satisfactory evaluation.

C. Procedure to be Followed

Performance evaluation reports shall be made on forms prescribed by the District or may be done by separate memorandum.

Evaluations shall be preceded by observation(s). Evaluations shall be based upon reliable information, and not upon unsubstantiated charges or rumors. In addition, no evaluation shall be based upon derogatory materials in the unit member's personnel file unless the unit member has previously been given notice of same, opportunity to review and comment upon it, and had such comments attached to the material.

The first-level evaluator shall prepare the written performance evaluation report and discuss it with the unit member. Both the immediate supervisor and the unit member will sign the evaluation. Signature of the unit member means only that the unit member has received a copy of the evaluation. The unit member may attach any written comments to the evaluation at his/her option. Copies of the evaluation together with any attachments will then be distributed as follows: one copy to the unit member; one copy to the Personnel Office; and one copy to the evaluator.

If any category on the performance report of a permanent employee is rated lower than "meets standards," the following will be included on the evaluation: (a) statement of the problem or

concern, (b) the desired improvement, (c) suggestions as to how to improve, and (d) provisions for assisting the unit member. If the unit member disagrees with the evaluation, he/she shall have the right to obtain a review of the evaluation by the appropriate division head. The decision of the division head will be attached to the evaluation and shall be final.

ARTICLE X

LEAVES OF ABSENCE

A. General Provisions

1. A leave of absence is an authorization for a unit member to be absent from active duty, for a specific period of time, and for the purposes stated below. A leave guarantees the unit member the right to District employment upon the expiration of the leave, provided the unit member would otherwise have retained District employment. Any unit member who fails to give the District timely notice of intention to return from a long-term leave of absence when such notification is requested, or who fails to return to work as scheduled upon the expiration of said leave shall be deemed to have abandoned employment with the District and such conduct shall constitute an automatic resignation.
2. Unit members on a paid leave of absence shall, unless otherwise provided herein, continue to receive their regular wages, fringe benefits, and retirement service credit, subject to the provisions of Articles VIII (Pay and Allowances) and XII (Fringe Benefits). Those who go onto an unpaid leave of absence shall continue to receive their health and welfare coverage for the balance of the monthly pay period in which the leave commences. Thereafter, they shall be allowed to remain on continued coverage pursuant to the terms of the insurance plan at their own expense, provided they make advance payment of the premium in a manner reasonably required by the District. However, if the leave qualifies as Family Care and Medical Leave as defined in Section K of this Article, then the employee shall be entitled to continued benefits coverage as defined in that section. Apart from this benefit, the unit member shall receive no wages, fringe benefits or retirement service credit during the duration of the unpaid leave.
3. "Member(s) of the immediate family" as used in this Article shall mean mother, father, husband, wife, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, guardian with whom the employee has lived, or other person living in the employee's home. The definition includes "in-law" relationship in each case, and includes "step" relationships in the case of parents and children.
4. In case of impending absence, unit members are to call their immediate supervisor as soon as possible after 7:00 a.m., or the day before, if possible.
5. Unit members returning from absence shall give notice of return to their immediate supervisor or designee before the close of school on the day preceding return. If a unit member returns to his position after an absence without giving the required notice, and a substitute has reported for duty, the substitute shall be permitted to work with pay and the unit member shall be charged one day's sick leave.
6. It is agreed that when a unit member is absent from work without leave or authorization, the District will deduct a full day's pay, and the unit member may be disciplined.
7. If leave is granted, all rights of tenure, retirement, accrued leave pay, and other benefits provided by law shall be preserved and available to the employee after termination of leave of absence, except that salary schedule step increase credit will not be granted for time on unpaid leave.

8. The District may, for reasonable cause, require a medical statement or examination by the unit member's physician or, at the District's option and expense, from a District-appointed physician.

B. Sick Leave

1. The purpose of sick leave utilization, unless otherwise provided in this Article, shall be for an illness, injury, or legally established quarantine which makes it impracticable for the unit member to perform normal duties on a scheduled work day.
2. A unit member in paid status, eight (8) hours per day for twelve (12) months per year, shall be granted twelve (12) days leave of absence for sick leave each year. Unit members employed part-time and/or for less than a full year shall be granted leave of absence for sick leave on a pro-rata basis in the proportion that their employment bears to full-time, twelve month employment.
3. 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.
4. At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each employee. 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 days until the first day of the calendar month after completion of six months of active service with the District. If a unit member terminates District employment having used more sick leave than has been accrued, an adjustment will be made on the final warrant.
5. Any unused sick leave credit may be used by the unit member for sick leave purposes, as defined, without loss of compensation. If an illness continues beyond exhaustion of accrued and accumulated sick leave, and beyond exhaustion of certain other leave benefits as provided in paragraph 6 below, the unit member shall be entitled to extended sick leave benefits subject to the conditions set forth in paragraph 7 below.
6. In order to receive extended sick leave benefits for an illness or disabling injury, the unit member must first have exhausted available leaves in the following sequence:
 - a. All industrial accident/illness leave days, as provided in Section C below, as applicable;
 - b. All credited and accumulated days of sick leave;
 - c. All accumulated compensatory time off;
 - d. All current or accrued vacation time entitlements;
 - e. Any other available paid leave to which the unit member may be entitled.
7. If the illness continues beyond the exhaustion of the leave benefits set forth in paragraph 6 above, the employee shall be entitled to as much as 100 days of extended sick leave benefits, as follows:

- a. Extended sick leave provides compensation in an amount equal to 50% of the employee's regular salary, for a period of time not to exceed 100 days in any fiscal year, and not to exceed a total of 100 days for any illness or injury. If the same illness or injury extends into the next fiscal year, the unit member shall be allowed to use only the amount of the 100 days remaining unused from the previous fiscal year.
- b. In no event shall the total of extended sick leave benefits for any illness or injury, or combination of illnesses and injuries, exceed 100 days in any one fiscal year.
- c. Extended sick leave is in the nature of an extended disability plan, and if not used is not accumulated from year to year.
- d. Extended sick leave benefits are to be integrated with any statutory industrial accident/injury benefits and any other statutory disability benefits. The amount received from any such statutory benefits shall be credited against the amount of these extended sick leave payments.

C. Industrial Accident and Illness

- 1. A unit member who has sustained a job-related injury or illness shall report the injury to the immediate administrator on the District Accident Report form as soon as possible, but normally not later than the next scheduled work day following the accident.
- 2. Paid industrial accident and illness leave shall be granted to unit members as provided herein, for injury or illness which is incurred within the course and scope of assigned duties and which would qualify for Workers Compensation coverage.
- 3. In order to qualify for industrial accident or illness leave coverage, a unit member claiming such leave shall be subject to examination by a District appointed physician, at District expense, to verify his/her condition and to evaluate any claims.

A unit member shall be permitted to return to service after an industrial accident or illness leave only upon presentation of a release from the treating physician and, at the District's option and expense, from the District-appointed physician, certifying the unit member's ability to return to work either without restrictions or in a limited capacity that could be accommodated through the District's Return-to-Work Program.

- 4. Allowable leave shall be for not more than sixty (60) days during which the unit member would otherwise have been performing work for the District in any one fiscal year for the same illness or accident. Allowance leave shall not be accumulated from year to year. If the same illness or injury extends into the next fiscal year the unit member shall be allowed to use only the amount of leave remaining from the previous fiscal year.

Industrial accident or illness leave shall commence on the first day of absence, and shall be charged by one day of authorized absence regardless of a temporary disability indemnity award.

- 5. During any industrial paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of the industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of salary less normal deductions.

6. Upon conclusion of the industrial paid leave, the unit member may utilize any available sick leave benefits. However, any sick leave utilization, when combined with any temporary disability indemnity, shall not result in payment of more than full salary. For sick leave purposes, the absence under this procedure shall be deemed to have commenced on the date of termination of the industrial paid leave.
7. Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Board of Education has authorized travel outside the state.
8. When all paid or unpaid leaves of absence have been exhausted following an industrial accident or industrial illness, the unit member's name shall be placed on the reemployment list for the class from which he/she was on leave for a period not to exceed thirty-nine (39) months.

D. Personal Necessity Leave

1. A unit member may elect to use not more than seven (7) days per year of unused leave for purposes of approved personal necessity leave for reasons (a) through (g) below. Unused personal necessity leave entitlement shall not be accumulated from year to year. The number of days of personal necessity leave used shall not exceed the number of full days of unused sick leave in the employee's account. The purposes are as follows:
 - a. Death of a member of the immediate family, for time in addition to bereavement leave.
 - b. Serious illness of a member of the immediate family which requires the care of the employee.
 - c. Accident involving the employee's person or property, or the person or property of a member of the employee's immediate family.
 - d. Appearance of the employee in court as a litigant, party, or witness who does not qualify for Legal Commitment Leave (Section G).
 - e. Absence for father on the occasion of childbirth, and absence of mother and/or father to meet legal compliance for adoption.
 - f. Major religious observance.
 - g. Personal Business (unrestricted except that personal necessity leave will not be granted for purposes of work stoppage in violation of Article IV, Work Stoppage).
2. The unit member shall submit a request for personal necessity leave approved on a District-approved form to the immediate administrator not less than three (3) work days prior to the beginning date of the leave except where extenuating circumstances make such notice impracticable. The prior approval requirement shall not apply to reasons a, b or c above. When prior approval is not required, the unit member shall make every reasonable effort to comply with District procedures designed to secure substitutes and shall notify the immediate supervisor of the expected duration of the absence.

E. Bereavement Leave

Up to five days of leave of absence, without loss of compensation, will be allowed for the death of any member of the unit member's immediate family. Additional days of absence beyond those described herein are provided in this Article under the terms of Personal Necessity Leave.

F. Maternity Leave

1. General Provisions

A female employee shall be entitled to utilize sick leave for the period of time required to be absent due to pregnancy or childbirth. The period of leave, including the date upon which the leave shall begin, shall be determined by the employee and her doctor. A statement from the employee's doctor as to the beginning date of the leave shall be filed with the District as soon as it is determined. The date of the employee's return to service shall be based upon the physician's analysis/and the physician's written release for unconditional return.

2. Procedures

- a. As soon as the unit member determines she is pregnant, she shall promptly notify her immediate administrator in writing to enable the District to make advance preparation for a substitute or temporary replacement
- b. Not later than the sixth month of pregnancy, such unit member shall provide the District with a written statement from her attending physician attesting to her ability to continue performing the full schedule of duties and responsibilities, and indicating the anticipated date of birth. The District may require her to submit additional statements from her physician, if necessary in the reasonable judgment of her immediate administrator. She shall be permitted to continue on active duty until such date as she and her physician determine that she must absent herself from her duties because of disability resulting from pregnancy, provided that she can and does continue to perform the full duties and responsibilities of her position.
- c. Prior to return to duty it will be necessary for the employee to validate her sick leave claim by having her physician certify the actual beginning and ending date of her disability. She also must secure her attending physician's release to active duty.
- d. Use of sick leave for maternity leave of absence shall be in accordance with Sick Leave procedures in this Article.

G. Legal Commitment

1. Jury Service: Leave of absence for jury service shall be granted to any classified employees who have been officially summoned to jury duty in local, state, or federal court. Leave shall be granted for the period of the jury service. The employee shall receive full pay (less the jury service fee received) while on leave provided a copy of the court certification is filed with the District along with the employee's Absence Report form.

Request for jury service leave shall be made by presenting the official court summons to jury service to the Director of Personnel or designee.

2. Subpoenaed Witness: Employees required to appear in court as a non-party witness under subpoena or to respond to an official order from another governmental jurisdiction, for reasons not brought about through the initiation, connivance or misconduct of the employee, shall receive full compensation for such absence from duty, less any compensation received by the employee by virtue of the appearance or testimony.

H. Military Leave

An employee shall be entitled to any military leave required by law and shall retain all rights and privileges required by law arising out of the exercise of military leave.

I. Family Illness

Leave of absence may, at the discretion of the District, be granted a unit member for absence due to illness or injury of some member of his/her immediate family in cases which do not qualify for, or extend beyond the time limits of, Personal Necessity Leave. Such leave must be requested by the unit member's administrator and approved by the Superintendent. Such a leave shall not exceed five (5) days per occurrence. During the time of such leave the unit member shall receive 50% of their normal salary.

J. Personal Leave - Unpaid

The District may, in its sole discretion, and upon the written request of the unit member and the recommendation of the Superintendent, grant a leave without pay for any reason satisfactory to the District.

Denial of personal leave is not subject to the grievance procedures of Article V.

K. Family Care and Medical Leave

1. The District shall provide family and medical leave in compliance with the Family and Medical Leave Act and the parallel California leave of absence statute (Government Code 12945.2). In meeting such statutory obligations, the District will, to the maximum extent permitted by law, credit any paid or unpaid leave status otherwise granted by this Agreement toward said statutory obligations. Thus, the statutory leave will run concurrently with the leave(s) granted pursuant to the other sections of this Article.
2. Such statutory family and medical leave status includes up to 12 weeks per year (referring to the 12-month period beginning on the date any family and medical leave commences) as leave of absence, due to childbirth, or adoption, commencement of foster care, or infant care of the employee's child, or the serious illness or health condition of the employee, the employee's spouse, the employee's child or the employee's parents. Leave taken for any of these reasons will be counted against the employee's annual family and medical leave entitlements. Provided, that the State-required leave of absence due to employee disability caused by pregnancy, childbirth and related conditions, is not credited against the 12 weeks of leave. Leave taken to care for a newborn or foster or adopted child must be completed within one year of the birth or

placement. Also, in these circumstances, if both spouses are employed by the District, the combined total Family Care and Medical Leave shall be limited to 12 weeks.

3. For purposes of this section (only), the references to "child" in item 2 above includes a biological, adopted or foster child, stepchild, legal ward, or other person under 18, or an adult dependant child (one who is incapable of self-care because of mental or physical disability) for whom the employee has primary caregiving responsibility, and the reference to "parent" includes biological, foster or adoptive parent or any other person who had primary caregiving responsibility for the employee when the employee was a child.
4. The employee must have been employed by the District at least one full year (and provided at least 1,250 hours of service) immediately prior to such leave in order to qualify for the leave.
5. The employee shall make a reasonable effort to schedule any such absence or related medical treatment so as to avoid disruption of District operations, and shall give the District at least 30 days' advance notice of such leave plans. However, if the need for such leave is not foreseeable, the employee shall give notice within two business days of learning of the need. Failure to provide timely notice may result in postponement of the Family Care and Medical Leave.
6. The District may require written certification to be issued by the health care provider of the person with the serious health condition, including certification of the date on which the condition commenced, the probable duration of the condition, an estimate of the amount of time the employee is needed to care for the individual, if the leave is due to the serious health condition of a child, spouse or parent, and a statement that the illness warrants the participation of the employee or renders the employee unable to perform his or her job functions. The District may also require medical certification of fitness to return to work. Failure to produce any required certification shall result in denial of family and medical leave. If the District doubts the validity of the certification, it may require that the employee or other disabled person obtain a second opinion of a health care provider selected by the District, at District expense. If the two opinions conflict, the District may require a third opinion from a health care provider mutually agreed upon by the District and the employee. The third opinion shall be final and binding on the District and the employee. If the statutory leave is being granted concurrently with another leave under this Article, then the normal contract procedure shall prevail over the above special certification process.
7. To the extent required by applicable laws, employees returning from a family and medical leave shall be returned to the same position, or to a position comparable to the position, they occupied prior to their leave.
8. Subject to the above-mentioned "credit" provisions of paragraph 1 above, the employee during this leave shall be entitled to continued coverage under the health insurance plan to the same extent, and subject to the same conditions, as an active employee.
9. If the employee fails to return upon expiration of the leave for a reason other than the continuation, recurrence, or onset of a serious health condition which would itself have met the qualifications for family and medical leave, then the District may recover health insurance premiums paid pursuant to the above leave provisions.

10. Any employee on leave who is under a health plan which requires co-payment must continue payments in a timely fashion in order to qualify for District coverage.

ARTICLE XI

VACATION AND HOLIDAYS

A. Vacation

1. Every unit member shall earn paid vacation at the prescribed rate as part of his/her compensation. Unit members who are on leave to serve in a limited-term assignment, or who serve in limited-term assignments during periods when they are not regularly assigned, shall earn vacation during such limited-term absence. Vacations shall also be earned during any paid leave of absence. Unit members must have served six (6) months before becoming eligible to take paid vacation. Part-time unit members accrue paid vacation on a pro rata basis according to time served.

2. Vacation shall be earned as follows:

<u>Calendar Years of Service</u>	<u>Vacation Earned Per Month</u>
1 - 5 years	1.00 (12 days per year for full-time, 12-month employee)
6 - 10 years	1.42 (17 days per year for full-time, 12-month employee)
11 years	1.50 (18 days per year for full-time, 12-month employee)
12 years	1.58 (19 days per year for full-time, 12-month employee)
13 years	1.67 (20 days per year for full-time, 12-month employee)
14 years	1.75 (21 days per year for full-time, 12-month employee)
15 years	1.83 (22 days per year for full-time, 12-month employee)
16 years	1.92 (23 days per year for full-time, 12-month employee)
17 years	2.00 (24 days per year for full-time, 12-month employee)
18 or more years	2.08 (25 days per year for full-time, 12-month employee)

3. Normally, vacation is taken during the year following June 30 of the year in which it is earned. Vacation schedules shall be prepared by the administration. Effort shall be made to enable vacation to be taken at times convenient to the employee, consistent with the needs of the service, the work load of the department, and the need to minimize substitute costs. Vacation credit may be accumulated to a total not exceeding that which the employee could earn in two years. Any accrued (but not taken) vacation may be paid off by the District by a check separate from regular payroll.

4. When an employee has accumulated the maximum allowable vacation credit and when a critical emergency prevents his being off duty, the nature and duration of the emergency shall be reported to the District. The District may authorize payment in lieu of vacation

earned above the maximum or may permit the accumulation of excess vacation credit for the duration of the emergency.

5. The rate at which vacation is paid shall be the rate of pay which the employee would have been paid had he/she served during the period.
6. Upon separation from the service, a unit member shall be paid for accumulated vacation credit at the rate of pay applicable to his/her last regular assignment, provided he/she was employed longer than six months.
7. Generally, sick leave or other paid leave may not be utilized during vacation. However, in the case of a death in the immediate family, or a demonstrably serious illness or injury which necessitates interruption of the vacation, the employee may telephone his or her immediate supervisor and seek permission to interrupt the vacation with a paid leave status. Such interruption, if granted, shall also be subject to the employee later supplying supporting information as to the cause.
8. If a bargaining unit member's vacation comes due during a period when the employee is on leave due to illness or injury, the employee may request the vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. If no dates are available, the employee may then carry over the number of days or request compensation for the days.
9. A holiday which falls within an employee's scheduled vacation shall be granted without a charge against accrued vacation.

B. Paid Holidays

1. Unit members shall be entitled to the following paid holidays provided they are either at work or on a paid leave during any portion of the District working day immediately preceding or succeeding the holiday:
 - a. July 4
 - b. Labor Day
 - c. Veterans Day
 - d. Thanksgiving Day
 - e. The Friday after Thanksgiving Day
 - f. The last working day before December 25 or before the paid holiday granted for December 25 when December 25 occurs on a Saturday
 - g. December 25
 - h. December 31 (in lieu of Admission Day)
 - i. January 1
 - j. Martin Luther King, Jr. Day
 - k. Lincoln Day
 - l. Washington Day
 - m. Good Friday
 - n. Memorial Day
2. Unit members who are not normally assigned to duty during the holiday season which includes December 25 and January 1 shall be granted the four (4) paid holidays occurring during this period, provided that they were in a paid status during any portion of

the working day of their normal assignment immediately preceding or succeeding the holiday period.

3. When a holiday listed above falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday listed above falls on a Saturday, the preceding Friday shall be deemed to be the in lieu holiday. When on a weekly schedule comprised of 4 days of 10 hours per day, and when a holiday listed above falls on a Friday, then the preceding Thursday shall be deemed to be the in-lieu holiday.

C. Supplemental Vacation Plan

1. As an attendance incentive and reward for not utilizing sick leave, those employees who maintain specified balances in their accrued sick leave accounts shall be granted additional vacation time pursuant to the following schedule, in each case measured as of June 30 immediately preceding the fiscal year in which it is to be granted:
 - a. If accrued sick leave is 640 hours or more, 16 hours of vacation time shall be granted;
 - b. If accrued sick leave is at least 480 hours but less than 640 hours 12 hours of vacation time shall be granted;
 - c. If accrued sick leave is at least 320 hours but less than 480 hours, 8 hours of vacation time shall be granted; and
 - d. If accrued sick leave is at least 160 hours but less than 320 hours, 4 hours of vacation time shall be granted.
2. Any individual may qualify for only one of the above categories of supplemental vacation allotment in any one year.
3. In addition to the above, any employee who has perfect attendance in the prior fiscal year (perfect except for those absences due to paid vacation, paid bereavement, and jury duty) shall be granted an additional vacation day (8 hours if full-time, pro-rated if less than full-time) for the following fiscal year.

ARTICLE XII
FRINGE BENEFITS

A. Health Insurance

1. Effective July 1, 2006, and throughout the duration of this Agreement, the District shall contribute per contract year on behalf of each regular full-time unit member the sum of \$5,000 for SISC Blue Cross medical insurance, Delta Dental family dental insurance, and Vision Service Plan insurance. If the total premium costs of any package selected by the employee exceed the \$5,000 contribution by the District, the employee and the District will share the additional costs on a 50%:50% basis.
2. The above contribution on behalf of part-time employees working 20 hours per week or more shall be prorated in the proportion that their weekly assignment bears to full-time; the employee must contribute the balance of the cost, if he or she so desires. If an employee decides not to do so, he/she shall not be entitled to participate until the next open enrollment period and the District shall have no obligation to contribute any sum on his/her behalf. Employees working less than 20 hours per week shall not be entitled to the benefits identified in Article XII.A.1.
3. In addition, the District shall continue its contribution to the health and accident/major medical insurance plan for all unit members who retire between the age of 53 and 65 with at least ten (10) full years of service credit. The District's contribution shall be \$5,000 plus 50% of the amount of the premium over \$5,000 for a Blue Cross plan. Such contribution shall commence upon such early retirement during the term of this Agreement and shall terminate upon age 65.
4. The District's obligations under this Article are limited to the payment of the above-indicated sum. All terms and conditions of the various programs available pursuant to this Article are to be determined by the carriers' respective plans and are to be resolved between the carrier and the unit member. All disputes with respect to the carriers' administration of such programs are not the responsibility of the District and are not subject to the grievance procedures of Article V of this Agreement. However, the District shall, whenever appropriate, offer aid and assistance to the employee in obtaining proper service from the carriers.

B. PERS Pickup

The District shall implement the "PERS Pickup" to enable employees to defer income taxes on the District's PERS Contributions.

C. Section 125 Plan

The District shall offer employees participation in an Internal Revenue Code Section 125 Plan, with administrative expenses thereof to be borne by the District.

D. SISC Defined Benefit Plan

Part-time employees who do not qualify for PERS and who are hired May 1, 1994, or after, shall become participants in the SISC Defined Benefit Program. The contribution rate to be paid by the Defined Benefit Plan shall be as determined by the Defined Benefit Plan with annual actuarial valuations.

E. Attendance Incentive Plan

An Attendance Incentive Plan shall be implemented to provide an incentive for employees to improve their attendance by offering them a cash bonus to be paid at the time they retire or leave the District. The incentive cash bonus is calculated as follows:

1. First, calculate the number of sick leave days actually earned by the employee based on the most recent 10 years of employment up to the date of termination or June 30, 2006, whichever occurs first (120 days maximum possible); from that total, deduct the number of sick days used by the employee for any absence (illness or personal necessity) during the most recent 10 years of employment without regard to whether such absent days were fully paid or differential-paid, and without regard to whether such absent days were paid from sick leave balances accrued before or after the beginning date of this Program. After such reduction, the resulting net balance is the "Net Total Incentive Program Days."
2. Determine, to the nearest whole number, the number of years the employee was actively employed by the District prior to date of termination or June 30, 2006, whichever occurs first, up to a maximum of twenty (20) years. Such years need not be consecutive. Use that number of years as the percentage of the Net Total Incentive Program Days which will be cashed out to the employee as a bonus (4 years = 4%; 10 years = 10%; etc.)
3. Apply that percentage to the Net Total Incentive Program Days, valuing such days at the employee's daily rate of pay in effect as of the date of termination if that date is prior to June 30, 2006, or the rate of pay in effect as of June 30, 2006, if the termination date is later. Example: A twenty-year employee with 100 Net Total Incentive Program Days retiring June 30, 2006, with a daily rate of pay of \$150 would receive a cash bonus of \$3,000 (20% x 100 days x \$150). Provided, however, that any employee retiring after June 30, 2006, must have an overall illness accrual balance at least equal to his or her June 30, 2006, Net Total Incentive Program Days; failure to do so will result in the Net Total Incentive Program Days being reduced to correspond to the actual illness leave accrual balance.

F. Life Insurance

The District shall purchase a \$10,000 group life insurance policy covering each employee. The District shall contribute 100% of the cost of this policy on behalf of each regular full-time unit member. The contribution on behalf of part-time employees working 20 hours per week or more shall be prorated in the proportion that their weekly assignment bears to full-time if they also choose to participate in the health insurance package. The employee must contribute the balance of the cost. The group life insurance policy is an independent fringe benefit, not calculated as part of the District/employee health benefit package.

ARTICLE XIII

PAY AND ALLOWANCES

A. Rates of Pay

Effective July 1, 2006, the 2006-07 California School Employees Association salary schedule shall be increased by 5.6% for those employees of record as of June 30, 2006. The 2006-07 salary schedule is attached hereto as Attachment I-1. Hourly rates are to be determined by multiplying the monthly rate by 12, and then dividing the annual rate by 2,088 (annual work days + holidays). The salary schedule reflects a change in structure which eliminates longevity after Step E on the previous salary schedules, adds steps F through M, and changes the number of years of service in some steps. All employees of record as of June 30, 2006, will be placed in their current range at the step which represents the closest dollar amount equal to or above their current placement,

For purposes of first step advancement, unit members shall bring into the new salary schedule their current expectations for date of advancement. Unit members will advance one step in the new schedule at the same anniversary date they would have advanced in the previous schedule. Of these unit members, those who have already served at least two years at "Step E + 7.5%" will advance one step at their next anniversary date. Those unit members who have served one year or less at "Step E + 7.5%" will advance one step one year from their next anniversary date.

Effective July 1, 2007, the 2007-08 California School Employees Association salary schedule shall be increased by 3.6%. The 2007-08 salary schedule is attached hereto as Attachment I-2.

The scheduled 2007-08 salary schedule increase is based upon the assumption that the District's 2007-08 total local property tax revenue (Revenue Account Codes 8021, 8041, 8042, and 8043), as per the County of San Luis Obispo's August 2007 notification will increase not less than 4.0%. In the event the revenue fails to meet that amount, the 2007-08 salary increase shall not be implemented, and the parties shall instead immediately reopen negotiations on the subject of 2007-08 salaries.

The regular rate of pay for purposes of computing overtime, vacation pay, paid leaves and the like shall include any split shift differential.

B. Frequency - Once Monthly

All employees in the bargaining unit shall be paid once per month payable on or before 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 an incorrect payment shall be corrected as soon as practicable after discovery thereof, and normally will be remedied by a supplemental warrant within five (5) working days. If the error resulted in overpayment, the amount in question shall be deducted

from subsequent warrants in a reasonable manner so as to minimize hardship to the employee.

D. Initial Placement on Salary Schedule

All new employees shall be appointed at the hiring rate for the class, which shall be first step of the schedule, unless an accelerated hiring rate is established to aid recruitment. If an accelerated hiring rate is approved, all current employees in the class shall be advanced to that rate and shall begin a new cycle of step advancement.

E. Step Advancement

Unit members shall receive their first salary step advancement at the successful conclusion of their six (6) month probationary period, which date shall be deemed their anniversary date. For each subsequent full year of service, commencing with the first day of the pay period nearest to the anniversary date, they shall advance one step until they reach the maximum step on the schedule.

F. Placement After Leave of Absence

Unless the leave of absence taken provides that the break in service will be disregarded, the employee upon return from a leave of absence will resume the step placement and advancement on the range as if the leave had not been taken, but unpaid leave time will not be counted for step-advancement purposes.

G. Promotional Increases

Upon promotion to a higher paid classification, a unit member shall be placed at a step in the new class range which will insure at least a one-step (approximately 5%) increase above the unit member's previous rate. Additional advancement will be at the beginning of the seventh month, regardless of step placement, and at one-year intervals thereafter until the maximum is achieved. For the purpose of this rule, appointment of an employee to a class with a salary range equal to or below his current range shall not be considered a promotion and shall not warrant a salary increase; in such cases, placement will be made on the same rate formerly earned by the employee, not to exceed the maximum of the range of the class to which he is appointed.

H. Placement When Demoted

An employee who accepts voluntary demotion shall be placed on the step of the range of the lower class which is closest to the rate earned in the higher class, provided that he/she shall not receive a salary increase thereby. He/she shall retain the anniversary date established in the higher class.

I. Mileage, Lodging and Meal Reimbursement

Unit members shall be afforded such mileage, lodging and meal reimbursements as they are provided under applicable Board Policies and Regulations, including any subsequent improvements in said rules.

J. Working Out of Classification

When unit members are assigned to work in higher range positions for more than five working days within a 15-day period, they shall be paid for the entire period they are required to work out of classification at Step A on the salary range of the absent employee, or on that step which will give them a one increment increase over their regular rate of pay, whichever is greater.

When a unit member believes he or she is being required to work out of classification in violation of the preceding paragraph, the unit member's sole remedy will be appeal to the Personnel Commission. The Commission's then current rule will govern. The present rule states as follows: "The employee shall report the fact in writing within ten (10) working days following the incident to the Director of Personnel, who shall immediately investigate and report to the Personnel Commission. After review, the Commission shall take such action as necessary based upon the facts. This rule shall not be construed as permitting an employee to refuse to perform duties legally assigned by competent authority."

K. CSEA Professional Growth Program

1. Guidelines:

- a. The Professional Growth Program is designed to encourage CSEA unit members to upgrade their skills while at the same time achieving a measure of personal growth and to help cover costs of an activity for which a CSEA unit member (not a District Supervisor) is the initiator or requisitioner.
- b. The CSEA Professional Growth Fund covers costs for substitutes, registration, meals, lodging, mileage and tuition (except that costs for transcripts or educational credit for classes, courses, workshops, etc., are to be paid by the unit member). Released time may also be provided at District option.
- c. Eligible Professional Growth Activities include the following:

Conferences	Visitations
Workshops	Lectures/Demonstrations
Classes/Courses	
- d. It is understood and agreed the District will underwrite the costs of such implementation during each school year of the contract up to the amount of \$7,000. The maximum amount allowed for approved Professional Growth Activities within the District is \$350.00 for any one full-time unit member per year and is prorated for less than full-time unit members on the basis of hours worked per day.
- e. Eligibility is limited to those unit members who have successfully completed their probationary period in the District in the CSEA unit.

2. Application Procedure:

- a. The CSEA unit member submits a request on the District-approved form to his/her immediate supervisor listing all pertinent data including justification based on job-relatedness of activity.

- b. After the initial review, the immediate supervisor will indicate his/her recommendation on the request and forward it to the Superintendent or designee for approval or disapproval.
- c. Approval for unit members to attend a Professional Growth Activity is on a first-come, first-served basis. Failure to approve a request shall not be subject to the grievance procedures of Article V. If the approval is denied for any reason, the employee may request a written explanation, and may also request a review conference with the Director of Personnel.
- d. The District shall, upon request, make available for review (by the Secretary of Chapter 89) all request forms. The District shall also furnish to the CSEA Chapter 89 Secretary a copy of the monthly printout which shows the expenditures and balances for this program.

L. Additional Training

A supervisor and employee may agree that a class, after working hours, is beneficial to the position held by the employee, and that the employee will receive one hour of compensation time for each hour in class up to one half of the time spent in class. Such requests must be submitted prior to the class on a General Purpose Request form and signed by the supervisor.

M. Management Team Stipend

Employee volunteers selected by a school and approved by the school's principal to serve as a regular member of the school management team are to receive a stipend of \$300 per year to compensate for the additional responsibility. If management team meetings are conducted on the employee's working time the employee shall be released without loss of regular straight-time pay. Also, if the management team meets during the employee's summer hiatus, the employee shall be compensated at their regular hourly rate for up to 18 hours as a supplement to the above stipend.

N. Specialized Health Care Responsibility Factor

When specialized health care and/or toileting/diapering which involves cleaning a student is a required routine responsibility of a position, the employee shall be entitled to a daily responsibility factor of \$15/day in addition to the regular salary. An employee assigned to these duties will receive specialized training. The responsibility factor will remain in effect as long as there is a student needing the specialized care.

ARTICLE XIV

SEPARABILITY AND SAVINGS

A. Savings Clause

If any provision of this Agreement should be held invalid or be restrained by operation of law or by any tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

B. Replacement For Severed Provision

In the event of invalidation or restraint of any article or section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination with regard to a means of compliance with the suspension or invalidation, including possible replacement of the severed or invalid portion.

ARTICLE XV

ENTIRE AGREEMENT

- A. The District shall not be bound by any requirement which is not expressly and explicitly stated in this Agreement. Specifically, but not exclusively, the District is not bound by any past practices of the District or understandings with any employee organization or council, unless such past practices or understandings are specifically stated in this Agreement.

- B. The Association agrees that this Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment, and that during the term of the Agreement the parties shall meet periodically, and upon request of either party, to discuss matters of mutual concern.

It is expressly understood that nothing herein will preclude access to the Personnel Commission regarding salary reclassifications.

ARTICLE XVI

ORGANIZATIONAL SECURITY

It is the expressed intention of the parties that the provisions of this article respectfully balance the rights of the individual employees as referenced in Government, Code Section 3542, and the right of the parties to enter into an "Organizational Security" Agreement pursuant to Government Code Section 3540.1(i)2.

A. Membership Requirements: Membership or Service Fee Requirements

1. Any bargaining unit employee who is not a member of the Association shall become a member or pay the Association a fee equal to the membership dues, initiation fee, and any other general assessments made of members.
2. New employees shall within three weeks after the first paid day of service apply for membership or become subject to the provisions of Section 1 above. The District shall inform new employees of this obligation at the time of employment. The Association will provide informational packets.
3. A bargaining unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting the Association shall not be required to join, maintain membership in, or financially support the Association as a condition of employment with the District. However, such unit members shall be required, in lieu of a service fee, to pay a sum equal to such service fee to one of the following non-labor organizations, charitable funds exempt from taxation under Section 502(c)(3) of Title 26 of the Internal Revenue Code: Salvation Army, United Way of San Luis Obispo County, or the TEACH Foundation.
 - a. Any unit member who claims the religious exemption set forth above must file a written statement to this effect with the Association within three weeks after the first three weeks of paid service and notification of Association membership options. As a condition of continued exemption, the employee must furnish the Association and District proof of such payments on an annual basis in the form of payment receipts or payroll deductions.
 - b. If a unit member who claims the religious exemption set forth above requests representation by the Association in the processing of grievance procedures set forth in this agreement, the Association may charge the employee for the reasonable cost of utilizing the Association's services.

B. Dues Deduction

With respect to all sums deducted by the District pursuant to Sections A.1-3 above, whether for membership dues or service fee, the District agrees to promptly remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association and indicating any changes in personnel from the list previously furnished. There shall be no charge to the Association for such deductions.

C. Hold Harmless Provision

1. The Association agrees to reimburse the District, its officers and agents for all legal fees and legal costs incurred after notice to the Association in defending against any court or administrative action challenging the legality of the organizational security provisions of this Agreement or implementation thereof, provided the District, or other party claiming reimbursement has complied with the terms of this article and has promptly notified the Association of the existence of such action.
2. The Association shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

ARTICLE XVII

TERM OF AGREEMENT

The term of this Agreement shall be July 1, 2006, through June 30, 2009. The Association and the District shall meet periodically, and upon the request of either party, to discuss matters of mutual concern. There shall be reopener negotiations commencing August of 2007 on items identified by either party, exclusive of salary. Salary and fringe benefits will be negotiated commencing August, 2008. Initial interests for the successor Agreement may be identified on or after the first regularly scheduled Board of Education meeting in August of 2007, with negotiation meetings to commence thereafter upon prompt compliance with applicable PERB public notice provisions.

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
SAN LUIS OBISPO, CHAPTER #89

By: _____
Edward T. Valentine, Ed.D.
Superintendent
For the District

By: _____
Cheryl Hill
CSEA President
For the Association

Adopted by the Board of Education
July 18, 2006

Ratified by the CSEA membership on
June 14, 2006

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
2006-07 SALARY SCHEDULE (2005-06 + 5.6%)

Position	Range Number	Time on Step:	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	Step L	Step M
			6 mos.	1 yr.	1 yr.	1 yr.	4.5 yrs.	3 yrs.	3 yrs.	2 yrs.	2 yrs.	2 yrs.	2 yrs.	1 yr.	(Top Step)
Categorically Funded I.A. Child Aide; Volunteer Coordinator Elementary PE Aide Instructional Aide	209	Hourly	11.77	12.36	12.98	13.62	14.31	14.59	14.88	15.18	15.49	15.80	16.11	16.43	16.76
		Monthly	2,048	2,150	2,258	2,370	2,490	2,539	2,589	2,641	2,695	2,749	2,803	2,859	2,916
EL Instructional Aide	210	Hourly	12.06	12.67	13.30	13.97	14.66	14.96	15.26	15.56	15.87	16.19	16.51	16.84	17.18
		Monthly	2,098	2,205	2,314	2,431	2,551	2,603	2,655	2,707	2,761	2,817	2,873	2,930	2,989
Special Educ Paraeducator	212	Hourly	12.67	13.31	13.97	14.67	15.41	15.71	16.03	16.35	16.68	17.01	17.35	17.70	18.05
		Monthly	2,205	2,316	2,431	2,553	2,681	2,734	2,789	2,845	2,902	2,960	3,019	3,080	3,141
Secretary Clerk	215	Hourly	13.65	14.33	15.05	15.80	16.59	16.92	17.26	17.61	17.96	18.32	18.68	19.06	19.44
		Monthly	2,375	2,493	2,619	2,749	2,887	2,944	3,003	3,064	3,125	3,188	3,250	3,316	3,383
Receptionist	216	Hourly	13.99	14.69	15.42	16.20	17.01	17.35	17.69	18.05	18.41	18.78	19.15	19.53	19.92
		Monthly	2,434	2,556	2,683	2,819	2,960	3,019	3,078	3,141	3,203	3,268	3,332	3,398	3,466
Copy Services Technician Scndary Schl Campus Supvr	217	Hourly	14.34	15.06	15.81	16.60	17.43	17.78	18.13	18.50	18.87	19.24	19.63	20.02	20.42
		Monthly	2,495	2,620	2,751	2,888	3,033	3,094	3,155	3,219	3,283	3,348	3,416	3,483	3,553
Library Media Center Assistant	218	Hourly	14.70	15.43	16.21	17.02	17.87	18.22	18.59	18.96	19.34	19.73	20.12	20.52	20.93
		Monthly	2,558	2,685	2,821	2,961	3,109	3,170	3,235	3,299	3,365	3,433	3,501	3,570	3,642
Registrar Senior Secretary Clerk	219	Hourly	15.07	15.82	16.61	17.44	18.31	18.68	19.05	19.43	19.82	20.22	20.62	21.04	21.46
		Monthly	2,622	2,753	2,890	3,035	3,186	3,250	3,315	3,381	3,449	3,518	3,588	3,661	3,734
Account Clerk Student Body Account Clerk Career Technician	221	Hourly	15.83	16.62	17.45	18.32	19.24	19.63	20.02	20.42	20.83	21.24	21.67	22.10	22.54
		Monthly	2,754	2,892	3,036	3,188	3,348	3,416	3,483	3,553	3,624	3,696	3,771	3,845	3,922
Continuation School Secretary Elementary School Secretary Senior Account Clerk	224	Hourly	17.05	17.90	18.79	19.73	20.72	21.13	21.56	21.99	22.43	22.88	23.33	23.80	24.28
		Monthly	2,967	3,115	3,269	3,433	3,605	3,677	3,751	3,826	3,903	3,981	4,059	4,141	4,225
Library Media Center Technician Secondary School Secretary	225	Hourly	17.47	18.35	19.26	20.23	21.24	21.66	22.10	22.54	22.99	23.45	23.92	24.40	24.88
		Monthly	3,040	3,193	3,351	3,520	3,696	3,769	3,845	3,922	4,000	4,080	4,162	4,246	4,329
Administrative Assistant	227	Hourly	18.36	19.27	20.24	21.25	22.31	22.76	23.21	23.68	24.15	24.64	25.13	25.63	26.14
		Monthly	3,195	3,353	3,522	3,698	3,882	3,960	4,039	4,120	4,202	4,287	4,373	4,460	4,548
Buyer	228	Hourly	18.82	19.76	20.74	21.78	22.87	23.33	23.79	24.27	24.76	25.25	25.76	26.27	26.80
		Monthly	3,275	3,438	3,609	3,790	3,979	4,059	4,139	4,223	4,308	4,394	4,482	4,571	4,663
Computer Technician	229	Hourly	19.29	20.25	21.26	22.33	23.44	23.91	24.39	24.88	25.37	25.88	26.40	26.93	27.47
		Monthly	3,356	3,524	3,699	3,885	4,079	4,160	4,244	4,329	4,414	4,503	4,594	4,686	4,780
Student Database Technician	231	Hourly	20.26	21.28	22.34	23.46	24.63	25.12	25.62	26.14	26.66	27.19	27.74	28.29	28.86
		Monthly	3,525	3,703	3,887	4,082	4,286	4,371	4,458	4,548	4,639	4,731	4,827	4,922	5,022
Foster Youth/Fam Svcs Coord.	232	Hourly	20.77	21.81	22.90	24.04	25.24	25.75	26.26	26.79	27.33	27.87	28.43	29.00	29.58
		Monthly	3,614	3,795	3,985	4,183	4,392	4,481	4,569	4,661	4,755	4,849	4,947	5,046	5,147
Network Specialist	234	Hourly	21.82	22.91	24.06	25.26	26.52	27.05	27.59	28.15	28.71	29.28	29.87	30.47	31.08
		Monthly	3,797	3,986	4,186	4,395	4,614	4,707	4,801	4,898	4,996	5,095	5,197	5,302	5,408
Educ. Interpreter for Deaf	238	Hourly	24.09	25.29	26.55	27.88	29.28	29.86	30.46	31.07	31.69	32.32	32.97	33.63	34.30
		Monthly	4,192	4,400	4,620	4,851	5,095	5,196	5,300	5,406	5,514	5,624	5,737	5,852	5,968

Note: Monthly rates shown are based on year-round, full-time (8 hours/day) employment. Others may have different monthly rates.

Effective July 1, 2006; Board approval July 18, 2006

**SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
2007-08 SALARY SCHEDULE (2006-07 + 3.6%)**

Position	Range Number	Time on Step:	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	Step L	Step M
			6 mos.	1 yr.	1 yr.	1 yr.	4.5 yrs.	3 yrs.	3 yrs.	2 yrs.	2 yrs.	2 yrs.	2 yrs.	1 yr.	(Top Step)
Categorically Funded I.A. Child Aide; Volunteer Coordinator Elementary PE Aide Instructional Aide	209	Hourly	12.20	12.81	13.45	14.12	14.82	15.12	15.42	15.73	16.05	16.37	16.69	17.03	17.37
Monthly		2,123	2,229	2,340	2,457	2,579	2,631	2,683	2,737	2,793	2,848	2,904	2,963	3,022	
EL Instructional Aide	210	Hourly	12.50	13.13	13.78	14.47	15.20	15.50	15.81	16.13	16.45	16.78	17.11	17.45	17.80
Monthly		2,175	2,285	2,398	2,518	2,645	2,697	2,751	2,807	2,862	2,920	2,977	3,036	3,097	
Special Educ Paraeducator	212	Hourly	13.13	13.79	14.48	15.20	15.96	16.28	16.61	16.94	17.28	17.63	17.98	18.34	18.70
Monthly		2,285	2,399	2,520	2,645	2,777	2,833	2,890	2,948	3,007	3,068	3,129	3,191	3,254	
Secretary Clerk	215	Hourly	14.14	14.85	15.59	16.37	17.19	17.54	17.89	18.24	18.61	18.98	19.36	19.75	20.14
Monthly		2,460	2,584	2,713	2,848	2,991	3,052	3,113	3,174	3,238	3,303	3,369	3,437	3,504	
Receptionist	216	Hourly	14.50	15.22	15.98	16.78	17.62	17.97	18.33	18.70	19.07	19.46	19.84	20.24	20.65
Monthly		2,523	2,648	2,781	2,920	3,066	3,127	3,189	3,254	3,318	3,386	3,452	3,522	3,593	
Copy Services Technician Scndary Schl Campus Supvr	217	Hourly	14.86	15.60	16.38	17.20	18.06	18.42	18.79	19.17	19.55	19.94	20.34	20.75	21.16
Monthly		2,586	2,714	2,850	2,993	3,142	3,205	3,269	3,336	3,402	3,470	3,539	3,611	3,682	
Library Media Center Assistant	218	Hourly	15.23	15.99	16.79	17.63	18.51	18.88	19.26	19.65	20.04	20.44	20.85	21.27	21.69
Monthly		2,650	2,782	2,921	3,068	3,221	3,285	3,351	3,419	3,487	3,557	3,628	3,701	3,774	
Registrar Senior Secretary Clerk	219	Hourly	15.61	16.39	17.21	18.07	18.98	19.36	19.74	20.14	20.54	20.95	21.37	21.80	22.23
Monthly		2,716	2,852	2,995	3,144	3,303	3,369	3,435	3,504	3,574	3,645	3,718	3,793	3,868	
Account Clerk Student Body Account Clerk Career Technician	221	Hourly	16.40	17.22	18.08	18.99	19.94	20.34	20.74	21.16	21.58	22.01	22.45	22.90	23.36
Monthly		2,854	2,996	3,146	3,304	3,470	3,539	3,609	3,682	3,755	3,830	3,906	3,985	4,065	
Continuation School Secretary Elementary School Secretary Senior Account Clerk	224	Hourly	17.66	18.55	19.47	20.45	21.47	21.90	22.34	22.78	23.24	23.71	24.18	24.66	25.16
Monthly		3,073	3,228	3,388	3,558	3,736	3,811	3,887	3,964	4,044	4,126	4,207	4,291	4,378	
Library Media Center Technician Secondary School Secretary	225	Hourly	18.11	19.01	19.96	20.96	22.01	22.45	22.90	23.35	23.82	24.30	24.78	25.28	25.78
Monthly		3,151	3,308	3,473	3,647	3,830	3,906	3,985	4,063	4,145	4,228	4,312	4,399	4,486	
Administrative Assistant	227	Hourly	19.02	19.97	20.97	22.02	23.12	23.58	24.06	24.54	25.03	25.53	26.04	26.56	27.09
Monthly		3,309	3,475	3,649	3,831	4,023	4,103	4,186	4,270	4,355	4,442	4,531	4,621	4,714	
Educ. Interpreter for Deaf Buyer	228	Hourly	19.50	20.47	21.50	22.57	23.70	24.17	24.66	25.15	25.65	26.17	26.69	27.22	27.77
Monthly		3,393	3,562	3,741	3,927	4,124	4,206	4,291	4,376	4,463	4,554	4,644	4,736	4,832	
Computer Technician	229	Hourly	19.98	20.98	22.03	23.14	24.29	24.78	25.27	25.78	26.29	26.82	27.36	27.90	28.46
Monthly		3,477	3,651	3,833	4,026	4,226	4,312	4,397	4,486	4,574	4,667	4,761	4,855	4,952	
Student Database Technician	231	Hourly	21.00	22.05	23.15	24.31	25.52	26.03	26.55	27.08	27.63	28.18	28.74	29.32	29.90
Monthly		3,654	3,837	4,028	4,230	4,440	4,529	4,620	4,712	4,808	4,903	5,001	5,102	5,203	
Foster Youth/Fam Svcs Coord.	232	Hourly	21.52	22.60	23.73	24.91	26.16	26.68	27.22	27.76	28.32	28.88	29.46	30.05	30.65
Monthly		3,744	3,932	4,129	4,334	4,552	4,642	4,736	4,830	4,928	5,025	5,126	5,229	5,333	
Network Specialist	234	Hourly	22.61	23.74	24.93	26.18	27.48	28.03	28.59	29.17	29.75	30.34	30.95	31.57	32.20
Monthly		3,934	4,131	4,338	4,555	4,782	4,877	4,975	5,076	5,177	5,279	5,385	5,493	5,603	
Educ. Interpreter for Deaf	238	Hourly	24.96	26.21	27.52	28.89	30.34	30.94	31.56	32.19	32.84	33.49	34.16	34.85	35.54
Monthly		4,343	4,561	4,788	5,027	5,279	5,384	5,491	5,601	5,714	5,827	5,944	6,064	6,184	

Note: Monthly rates shown are based on year-round, full-time (8 hours/day) employment. Others may have different monthly rates.
Effective July 1, 2007; Board approval July 18, 2006

CSEA Dues/Service Fee Schedule

Annual Salary	Annual Rate	Annual Range
\$0 - 2,000	1.5% of Annual Salary	\$0.00 - 30.00
2,001 - 4,000	"	30.01 - 60.00
4,001 - 6,000	"	60.01 - 90.00
6,001 - 8,000	"	90.01 - 120.00
8,001 - 10,000	"	120.01 - 150.00
10,001 - 12,000	"	150.01 - 180.00
12,001 - 14,000	"	180.01 - 210.00
14,001 - 16,000	"	210.01 - 240.00
16,001 - 18,000	"	240.01 - 270.00
18,001 - 18,999	"	270.01 - 284.99
19,000 and over	\$367.50	

Note: In addition to the annual rate shown above, there is a \$2.00/month Chapter dues.

PERSONNEL COMMISSION RULES AND REGULATIONS
CHAPTER 10

DISCIPLINARY ACTION AND APPEAL

10.1 Causes for Suspension, Demotion, or Dismissal

- A. Classified employees may be subjected to disciplinary action, including suspension, for the causes listed below. Such disciplinary action may include suspension without pay for periods of from one to five working days, depending on the nature and seriousness of the infraction, and on how often it has occurred. In all cases the test of reasonableness is to be applied to both the determination that an infraction has been committed and to the subsequent disciplinary action. All of the following are hereby designated as detrimental to the efficiency of the service, and hence cause for suspension.
1. **Insubordination:** Indicated by a refusal to follow duly authorized instructions; also indicated by more than one instance of the challenging of authority. Except in flagrant cases the employee must have been previously warned.*
 2. **Inattention to or dereliction of duties:** Indicated by absence from duty for reasons such as repeated unauthorized or excessively long breaks, or repeatedly getting to work late or leaving early. May also be indicated by work inefficiency. In all cases under this section, the employee must have repeated the offense after being previously warned.
 3. **Discourteous treatment of the public or of fellow employees:** Courtesy is expected of employees and consists of respect for the rights of others, consideration of others, being civil to others, and being cooperative. Discourtesy is the opposite of courtesy. Except in flagrant cases of discourtesy the employee must have been previously warned.

* As used in this rule, the term "previously warned" means all of the following:

- a. The warning is in writing and signed by the supervisor.
- b. The written warning contains:
 - 1) the date of the alleged infraction,
 - 2) the location(s) where the infraction(s) occurred,
 - 3) the nature of the infraction(s),
 - 4) the desired behavior along with suggestions, where appropriate, on how to achieve it,
 - 5) a caution that the infraction, offense, or behavior is not to be repeated;
- c. At a meeting with the supervisor or designee the employee shall be invited to sign the warning. The employee shall be entitled to have a witness or representative present at this meeting, and the employee shall be given the opportunity to add a written response to the warning within five (5) working days after the meeting;
- d. No record will appear in the employee's personnel folder if the warning is found not justified upon appeal to the Personnel Commission.

4. **Actions in violation of the rules and standards for public service:** Examples of such actions would include dishonesty; unauthorized use, theft, negligent use, or destruction of District property; violations of the Education Code (or other applicable code), or the rules and regulations of the District Board of Education or of the Personnel Commission, where the employee knew or should have known that he or she was breaking a rule related to his or her employment; or more than one abuse of employee benefits (e.g., sick leave) where the employee has been previously warned.
5. **Unexcused absences or tardiness in reporting to work.**
6. **Being in possession of or under the influence of alcoholic beverages or narcotics when at work:** For purposes of efficiency, safety, and public relations, employees are expected not to be under the influence of or to possess alcohol or narcotics when at work. Determination that an employee has violated this rule will depend upon circumstances, but will typically involve verification by two or more witnesses. However, in case of serious infraction, a single witness could be sufficient.
7. **Failure to report for health examination after due notice.**
8. **The practice of non-business-related activities,** by an employee during assigned hours of employment (other than at breaks and/or lunch time) after being previously warned.
9. **Unacceptable personal written evaluation regarding competence** or any other category of the evaluation form not covered elsewhere in these rules after having been previously warned.
10. **Revocation of or other failure to retain a required license:** Loss of job-required license (e.g., school bus driver's certificate) through revocation, failure to renew, or reason brought about by employee's negligence, malfeasance, or other misbehavior.
11. **Arrest on a sex or narcotics offense or other crime involving moral turpitude as specified in Education Code Section 45123 and 45124:** Such suspension shall be without pay unless the employee furnishes a bond or other security as provided for below:

Employees suspended without pay upon such charges may file a written denial with the Board of Education within five (5) working days of the suspension. In such event the employee will continue to be paid their regular salary during the period of suspension and until the decision of the Board of Education regarding employment status provided that: a) the employee demands an immediate trial, if warranted, and b) during this period the employee furnishes to the District a suitable bond, or other security acceptable to the Board of Education, as a guarantee that the employee will repay to the District the amount of salary paid during the period of suspension in case the decision of the Board is that the employee shall be dismissed. If it is determined that the employee will not be dismissed, the District shall reimburse the employee for the cost of the bond.

B. Dismissal or Demotion

Persons in the classified service may be demoted or dismissed for the following causes, which are hereby designated as detrimental to the efficiency of the service, and hence cause for dismissal or demotion:

1. Persistent or flagrant occurrence of any of the causes for suspension listed in part A above.
2. Three successive days of absence from work without authorization or notice, and after the District has made a reasonable effort to contact the employee.

3. Conviction of a felony, or of any crime involving moral turpitude, which, in the judgment of the District, makes it inimical to the welfare of the District, its employees, and/or the students thereof to continue a person's employment with the District.
4. Failure to disclose facts regarding criminal records, or providing any other false or misleading information on application forms or examination or employment records.
5. Being under the influence of alcohol or narcotics, while on the job, to a degree that renders it illegal to drive a vehicle. For purposes of this section, the District has the authority to require an employee suspected of being under the influence to submit immediately to an appropriate test at the county hospital or other facility authorized to give such tests. Failure to cooperate will be grounds for immediate suspension without pay and may, of itself, be grounds for subsequent dismissal.
6. Continuing illness precluding resumption of normal duties after the exhaustion of illness leave and any approved leaves of absence. Such termination shall be without prejudice. Permanent employees so terminated will have reappointment rights for thirty-nine (39) months.
7. Membership in the Communist Party or any other organization which advocates overthrow of the Government of the United States or the State of California by force, violence, or other unlawful means.
8. Unacceptable rating in any category of evaluation during any probationary period of employment shall be grounds for demotion, and if during the initial employment probationary period shall be grounds for dismissal.
9. Revocation of or other failure to retain a required license. Loss of job-required license (e.g., school bus driver's certificate), for a period of more than thirty days, through revocation, failure to renew, or reason brought about by employee's negligence, malfeasance, or other misbehavior.

10.2 Procedure for Disciplinary Action

- A. A District administrator may recommend to the Superintendent that a permanent employee be suspended, demoted or dismissed.
- B. Prior to recommending suspension, demotion or dismissal to the Board of Education, the Superintendent shall give the employee informal notice of the charges involved. Within five (5) working days of the giving of the notice, the employee shall be afforded the opportunity to meet with the Superintendent to explain his or her conduct and to discuss the proposed disciplinary action. The employee may have representation at this meeting. Following the meeting, the Superintendent may recommend, modify and recommend, or drop the proposed disciplinary action.
- C. If the Superintendent intends to recommend that an employee be suspended, demoted, or dismissed, a notice of disciplinary action shall be prepared setting forth the specific acts and omissions upon which the proposed disciplinary action is based.

The notice shall be served upon the employee and the employee shall be afforded an opportunity to respond in writing within five (5) working days.

- D. The specific written charges prepared by the Superintendent with any written response submitted by the employee shall be presented to the Board of Education in closed session for action.
- E. The Board of Education may take action to suspend, demote, or dismiss the employee as recommended by the Superintendent or take action to impose a less severe disciplinary action than recommended by the Superintendent.

- F. The disciplinary action shall be effective the day following Board action unless the Board stays enforcement of the disciplinary action until the employee has exhausted all appeal rights to the Personnel Commission.
- G. When formal disciplinary action has been taken by the Board of Education, the action and the charges shall be reported to the Director of Personnel, who shall within ten (10) days file written charges with the Personnel Commission and notify the employee.
- H. Notice to the employee shall include a copy of the charges listed in (C) above, and a statement of the employee's right to appeal to the Personnel Commission within 14 days after receipt of a copy of the written notice. A copy of Rule 10.3 setting forth the appeal procedure shall be provided to the employee.
- I. The action of the Board of Education shall become final and conclusive upon the failure of the employee to appeal to the Personnel Commission in a timely manner.
- J. A regular employee charged with the commission of any sex offense as defined in Section 44010 of the Education Code or any narcotics offense as defined in 44011 or other offenses as set forth in Education Code Section 45304 by complaint, information, or indictment filed in a court of competent jurisdiction may be suspended immediately as set forth in Education Code Section 45304 without following the above procedure.

10.3 Appeal of Disciplinary Action

- A. A permanent employee who has been suspended, demoted, or dismissed may appeal to the Personnel Commission within 14 days after having been furnished with a copy of the written charges by filing a written answer to such charges. Appeal can be made only on the following grounds:
 - 1. That the procedures set forth in these rules have not been followed.
 - 2. That the removal was made because of affiliations, political or religious acts or opinions, race, color, sex, or marital status.
 - 3. That there has been abuse of discretion.
 - 4. That the action taken was not in accord with the facts.
- B. A permanent employee who has not served the full probationary period for the class and who is demoted to the class from which promoted may request an investigation by the Commission within 14 days after the receipt of the copy of written charges. The request for the investigation shall be based only on one or more of the four grounds provided above for appeals. The Commission shall conduct an investigation confined to the grounds set forth in the charges and in the request for the investigation but shall not be required to follow the procedures for appeals and hearings set forth in these rules. The Commission shall notify the Board of Education and the employee in writing of its findings. If the Commission's investigation and findings, however, indicate any discriminatory action, the Commission may order a formal hearing. The decision of the Commission shall be binding on the Board of Education.

10.4 Hearing Procedure

- A. The Personnel Commission may conduct hearings of appeals or may appoint a hearing officer to conduct the hearings and report findings and recommendations to the Commission.
- B. Hearings shall be conducted in the manner most conducive to determination of the truth, and neither the Commission nor its hearing officer shall be bound by technical rules of evidence. Decisions made by the Commission shall not be invalidated by any informality in the proceedings.

- C. The Personnel Commission or its hearing officer shall determine the relevancy, weight, and credibility of testimony and evidence. It shall base its findings on the preponderance of evidence.
- D. Each side will be permitted an opening statement (Board first) and closing arguments (employee first). The Board shall first present its witnesses and evidence to sustain its charges and the employee will then present his witnesses and evidence in defense.
- E. Each side will be allowed to examine and cross-examine witnesses.
- F. Both the Board and the employee will be allowed to be represented by legal counsel or other designated representation.
- G. The Commission may, and shall if requested by the Board or the employee, subpoena witnesses and/or require the production of records or other material evidence.
- H. The Commission may, prior to or during a hearing, grant a continuance for any reason it believes to be important to its reaching a fair and proper decision.
- I. Whether the hearing is held in a public or executive session, the Commission, after it concludes the hearing, may deliberate its decision in executive session. No persons other than members of the Commission, its counsel, and its staff shall be permitted to participate in the deliberation. If the Director of Personnel or any staff is not serving full time for the Commission and/or was a witness in the proceedings, he shall also be barred from the Commission's final deliberation.
- J. The Commission shall render its judgment as soon after the conclusion of the hearing as possible and in no event later than 14 days. Its decision shall set forth which charges, if any, are sustained and the reasons therefor.
- K. The Commission may sustain or reject any or all of the charges filed against the employee. It may sustain, reject, or modify the disciplinary action invoked against the employee. It may not provide for discipline more stringent than that invoked by the Board.
- L. The Commission order of judgment will be filed with the Board of Education and the charged employee and will set forth its findings and decision. If a dismissal is not sustained, its order shall set forth the effective date the employee is to be reinstated, which may be any time on or after the date of disciplinary action.

Chapter 10 References: Education Code

44010	"Sex offense"
44011	"Controlled substance offense"
45123	Employment after conviction of sex offense or controlled substance offense; rehabilitated controlled; substance offender
45124	Employment of sexual psychopath
45302	Demotion and removal from permanent classified service
45303	Additional causes for suspension or dismissal of employees in classified service
45304	Suspension for reasonable cause; filing of charges; employee charged with mandatory or optional leave of absence offense
45305	Appeal by employee from suspension, demotion or dismissal
45306	Investigation and hearing on appeal
45307	Reinstatement and employee compensation; determination of terms and conditions; notification
45311	Powers of commission in conducting hearings, and inspecting records of governing board
45312	Hearings or investigation by hearing officer