AGREEMENT BETWEEN TEMPLE CITY UNIFIED SCHOOL DISTRICT AND CSEA - TEMPLE CITY CHAPTER #105 2019-2022

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ARTICLE I AGREEMENT

- 1. This agreement, hereafter called "Agreement" is made and entered into this 1st day of July, by and between the Governing Board of the Temple City Unified School District, hereinafter called "District" and the California School Employees Association #105, hereinafter referred to as "CSEA".
- 2. The District and CSEA agree that they will make every effort to implement the provisions of the Agreement in a fair, reasonable, professional, and equitable manner.
- 3. This Agreement shall remain in full force and effect from July 1, 2019 through June 30, 2022.
- 4. During the term of this Agreement the parties waive their respective right to meet and negotiate with respect to any provision outside this agreement, even though such subject or matter may not have been in the contemplation or knowledge of either or both of the parties at the time they negotiated or signed this Agreement.
- 5. This agreement may be amended at any time by mutual consent of both parties.
- 6. Each year of this Agreement, both parties agree to wage and benefits re-openers, as well as three (3) article re-openers each and any additional articles of mutual interest. Every three years when the contract expires, there is no limit to the number of articles that can be reopened.

ARTICLE II

RECOGNITION

- 1. The District hereby acknowledges that Chapter #105 of CSEA is the exclusive bargaining representative for the following Classified Employees:
 - A. Business Services;
 - B. Secretarial/Clerical;
 - C. Instructional Assistance/Media;
 - D. Health Aides and;
 - E. Child Care.
- 2. The classification and salary range for employees included in this unit are established and attached hereto (Appendix A Class Series & Salary Placement) and incorporated by reference as part of this agreement.
- The scope of bargaining shall be limited to matters relating to wages, hours of employment, and other terms of employment specifically stated in the Rodda Act (SB 160).
- 4. The District recognizes that the employee organization provides a valuable contribution to the welfare of the District in its educational philosophy for the peaceful resolution of employer-employee relations.
- 5. In the event the District creates a new position or classification within the bargaining unit, the District shall notify CSEA. CSEA shall have the right to negotiate with the District the salary for the new position and to review the proposed duties.

ARTICLE III

ASSOCIATION

RIGHTS

The District agrees that CSEA shall have the following rights:

- 1. Access, at reasonable times by a CSEA Representative, to areas in which employees work, with notification to the area superiors and without disrupting the work schedule of employees.
- 2. The posting, without prior approval, of CSEA materials and information on CSEA bulletin boards (at least one provided in each school, in areas frequented by classified employees). Also, the use of the District mail and e-mail systems for the posting and transmission of information and/or notices concerning CSEA matters (see District Acceptable Technology and Email Use Policies).
- 3. The use of institutional equipment, facilities and buildings, with the approval of the District.
- 4. To receive a complete roster of bargaining unit employees within 90 days of the effective date of this Agreement, and every September and February thereafter for the term of this Agreement. (Business Services)
- 5. On March first (1st) of each year the District will provide CSEA with a current seniority list. (Personnel)
- 6. To receive, upon request, one (1) copy of any written reports which are public information, to any other governmental agency.
- 7. To receive and review, upon request, one (1) copy of any public budget or financial material submitted at any time to the Governing Board.
- 8. To receive a copy of the reclassification and salary studies prior to Personnel Commission consideration.
- To review, upon request, any other public material in possession of or produced by the District necessary for CSEA to fulfill its role as the exclusive bargaining representative.
- 10. The District agrees to release two (2) CSEA Chapter delegates to attend the CSEA Annual Conference at his or her own expense, with pay, with no additional cost to the District.
- 11. To receive, at no cost, a full and complete copy of this contract within thirty (30) days

after the execution of this contract

- 12. Neither the District nor CSEA shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of their right to engage or not to engage in CSEA activity.
- 13. The District shall conduct no negotiations nor enter into any agreement with any other employee organization on matters concerning the rights of bargaining unit employees and/or CSEA without prior notice to and approval by CSEA of the negotiations and the Agreement.
- 14. Upon initial employment and each change in classification, each affected employee in the bargaining unit shall receive a copy of the applicable job description, employee handbook, a specification of the monthly and hourly rates applicable to the position; a statement of duties, work site, work shifts, hours per day and per week, and the months per year.
- 15. The CSEA President, or designees, shall receive twenty two (22) days per year, or hourly equivalent for release time, to perform CSEA business. CSEA agrees to notify the director of Classified Personnel, in writing, no less than seventy-two (72) hours before the date of intended use of said leave.
- 16. CSEA will be part of the decision-making process at all sites including, but not limited to, all site based management teams. CSEA and site management will work together to assure that all site based teams have CSEA representation.
- 17. The Association shall have the right to meet and negotiate the development of the District calendar as it relates to classified employees.

ARTICLE IV

WAGES

(Revised 2019 – 2020)

- 1. Effective July 1, 2019, the classified salary schedule (ongoing) shall be increased by 2.7%.
- 2. The District shall grant step increases on the first day of the month following the occurrence of an employee's anniversary date. Example: an employee who has an anniversary date of January 10 shall receive his/her step increase on February 1. The only exception to this practice is an employee whose anniversary date is the first day of a particular month; employees in this circumstance shall receive his/her increase on the same day (the first).
- 3. The District and Association agree to use 173.33 hours per month as the divisor to determine the hourly rate for the Classified Salary Schedule.
- 4. Unit members that qualify for participation in the Public Employees Retirement System (PERS) will pay the employee contribution and will be paid on Schedule F. (Appendix B – Classified PERS Schedule F)
- Unit members who are not eligible to participate in PERS will be paid on Schedule U.
 (Appendix C Classified Non-PERS Schedule U)
- 6. The District agrees to provide longevity pay at the commencement of the eighth (8th), thirteenth (13th), eighteenth (18th), and twenty-third (23rd) year of service in accordance with the amounts delineated on the current salary schedules. (Appendix B and C)
 - A. Longevity increments will be tied into the salary schedule.
 - 1) The percentage wage increase given is also applied to the present longevity increment. It is the intent that this be accumulative.
 - B. Less than full-time unit members on a regular assignment shall receive a prorated amount in the same ratio as their assignment is to a full-time unit member.
- 7. The District and CSEA agree to compensate unit members for professional growth activities as outlined in Appendix D Professional Growth Activities.
- 8. The District agrees to provide a \$150 per month stipend to unit members (Instructional Aides) for special needs assignments. Special needs include diaper

changing, behavior and/or severe medical needs that require additional training and monitoring.

ARTICLE V EVALUATIONS AND PERSONNEL FILES

- 1. All permanent employees whose anniversary date ends in an odd numbered year will have their evaluation form delivered to their evaluator in September of an odd numbered year and scheduled during that school year. Those ending in an even numbered year will be delivered in September of an even numbered year and scheduled during that school year.
 - A. The evaluation process may include a goal setting process providing the goals are not inconsistent with the classification description of the employee.
 - B. Employees may be evaluated every year at the discretion of their evaluator.
 - C. These evaluations will be completed in order to keep the employees informed of their effectiveness in performing their work assignment.
 - D. Each employee shall receive a copy of the evaluation. (Appendix E Evaluation Form)
- 2. It is the policy of the District that no evaluation of any employee shall be placed in the personnel file without an opportunity for discussion between the employee and the evaluator.
 - A. No evaluation shall be made based upon statements that have no basis in fact.
 - B. On negative evaluations, the evaluator shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made.
 - C. The employee shall have the right to review and respond in writing to any evaluation.
 - D. Evaluations shall not be used as a disciplinary tool.
- 3. Employees shall have access to their personnel files during working hours, by appointment, so long as it does not interrupt the employee's work assignment.

ARTICLE VI HOURS AND OVERTIME

(Revised 2017 - 2018)

- 1. Work Week The normal work week for a full-time employee shall consist of five (5) consecutive days, Monday, through Friday, of eight (8) consecutive hours per day and forty (40) hours per week. Employees in the Extended Day Care (Quality Care) Program may be required to work their hours in two separate increments (i.e., split shifts within a 12 hour period).
- Staffing Formula School Site Office Clerical staffing formula is intended to represent the amount of support provided by the General Fund for each school site for the day to day operation of the school office. The formula is computed based on the following assumptions:

CALCULATION

- A. Each school site will have one full-time Secretary for the first 400 students, including District Special Education students.
 - 1) For each 100 students over the base, a school site will be assigned one-third (1/3) FTE of additional clerical support.
- B. The on-site certificated personnel base (including Resource Specialists (RSP), Special Day Class (SDC) teachers, Speech/Language Specialists (LSS), and Reading Specialists) will be established by dividing the school enrollment by 32.
 - 1) Each teacher over the base amount will be counted as .1 for excess staffing calculations.
 - 2) For every additional ten teachers over the base staffing, a school site will be assigned one-half (1/2) FTE of additional clerical support.
- C. The calculation for additional support based on enrollment and staffing will be added together and multiplied by eight (8) hours (the equivalent to 1 FTE).
- D. Full staffing will be considered the number of hours due a school site over and above the School Secretary (Senior Secretary at the High School).
- E. The Temple City High School ASB Seretary position is exempt from inclusion in this formula, beginning in the 2007-2008 school year.

IMPLEMENTATION

- A. Staffing levels for the following year will be determined by May 30 after the Association and the District have reviewed and discussed using the greater of the cohort projections or P-2 enrollment numbers.
- B. Reduction in force letters will be sent and a reduction in time at the site will occur under the following conditions:
 - 1) Round the number of qualified hours to the nearest half-hour (1/2).
 - 2) Divide that number by the number of FTE funded by the General Fund (excluding the School Secretary)
 - 3) The number must be more than one-half (1/2) hour before Reduction in Force letter can be sent.
- C. Additional hours will be added under the following conditions:
 - 4) Round the number of qualified hours to the nearest half-hour (1/2).
 - 5) Divide that number by the number of clerical FTE funded by the General Fund (excluding the School Secretary)
 - 6) The number must be more than one-half (1/2) hour before additional time can be added to a school site's staffing allocation.
- 3. Work Assignments Each year, the District shall provide each employee with a written notice two week in advance of any change in his/her assignment.
 - A. Employees working less than ten (10) months will have their work year defined as the 183 ADA school year.
 - B. When an employee agrees to a split assignment, at the desire of the District, the employee is entitled to mileage at the current established mileage rate and travel time of 15 minutes from each of the two assignments. If an employee voluntarily accepts or requests a split assignment, no mileage or travel time will be paid for.
- 4. Rest Periods Each bargaining unit employee shall be provided a fifteen (15) minute rest period for each four (4) consecutive hours worked. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.
- 5. Lunch Periods All employees shall be entitled to an uninterrupted, non-paid, lunch period after the employee has been on duty for more than five (5) hours. This is in addition to the 15 minute rest period.

- A. The length of the time for the lunch period shall be for a period of one-half (1/2) hour and shall be scheduled at or about the midpoint of the employee's work day.
- B. An employee works more than five (5) hours but less than six (6) hours, the lunch period can be waived by mutual consent as long as the lunch period would not cause the employee to exceed six (6) hours.
- C. If an employee is asked and agrees to work during his/her lunch, he/she shall receive pay for all time worked during the normal lunch period.
- 6. Adjustment of Assigned Time Any part-time employee in the bargaining unit who works an average of thirty (30) minutes or more per day in excess of his/her regular assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward permanently to reflect the longer hours effective the next pay period.
 - A. Any adjustments of time must be approved by the Personnel Office with proper procedures followed.
- 7. Substitutes Substitutes will be provided on an as needed basis for "key positions". "Key positions" are defined as office clerical, media center, computer lab, P.E., Health, and Instructional Aide positions. The need for substitutes will be determined by the site Principal. The Principal (designee) will call the Personnel Office to request the substitute.
- 8. Vacancies All vacancies, to include promotional, shall be advertised in-house to the employees in the bargaining unit, prior to advertising outside the District. If there are two or more employees with equal skills, seniority shall be the determining factor for the final selection. A copy of each vacancy announcement shall be forwarded to the CSEA president.
- 9. Summer Hours If summer hours are to be offered by the District, qualified unit members shall be considered first, on a rotating basis, prior to advertising the position. In order to be considered for the summer school pool, you must be a permanent employee and have held a position within that class series, or have held the position previously in a summer school schedule. You may also qualify by passing the District test for the class series. Probationary employees shall be placed at the bottom of the rotation order.
- 10. In order to meet the needs of students with exceptional needs, an aide that serves as a one-on-one aide with a special needs child during the school year may be given an

exception to language regarding assignment on a rotating basis. The needs of the child will be the deciding factor in the assignment of a one-on-one aide.

- 11. Classified Mentor / Staff Development Program
 - A. The District and the Association will jointly sponsor a Classified Mentor Program. The District will provide funding to support and maintain this program. Up to two (2) classified mentor positions per year will be funded at an amount of \$2000 each. No individual may receive more than one award per year. Mentor applicants may choose to partner with other individuals to equally share their award. Partners must be listed at the time of the original application. Mentor projects can be initiated by individuals or by the District. The Classified Mentor Program shall not exceed \$4000 per year.
 - B. The Personnel Office will send out mentor applications by May 1 of each school year. (Appendix F Classified Mentor Application)
 - C. Classified mentor applications will be submitted to the Personnel Office by May 15.
 - The Classified Mentor application must include the names of the individuals applying for the award, detailed information regarding the nature of the training, how it will benefit the district, specific dates, times, and meeting locations for the trainings. There is to be a minimum of two trainings per semester at a minimum of two hours for each training.
 - 2) If there are no mentor applications, individuals may apply for a conference. The applicant will detail the conference by attaching the conference information and agenda. The applicant will share how attending this conference/training will benefit the district and a plan for how information gathered at this conference will be shared with other district employees. At a minimum, the applicant will provide training for within other classified employees the year pertaining information/techniques/strategies learned at the conference. Conference applications do not qualify for a \$2000 award per individual. Details for conference request reimbursement are detailed below.
 - D. A Classified Mentor /Staff Development Panel shall be selected to interview and select Classified Mentors. This committee will be composed of five (5) members: three (3) classified employees selected by the Association, one (1) Principal, and the Director of Personnel. The Director of Personnel will facilitate the meeting.

- E. Within thirty (30) days, of the application deadline, the Panel will screen, interview applicants and recommend mentors for approval by the Board of Education.
- F. The standard term of service, per mentor, is one year.
- G. The stipend will be paid semiannually: midyear and upon completion of the project. The stipend will be a flat, contracted fee, and will not be considered to be overtime and/or a portion of regular compensation.
- H. Funds not utilized by The Classified Mentor Program shall be available for staff development, conferences and/or trainings for unit members.
- I. All unused funds will return to the General Fund at the end of the fiscal year.
 - 1) Conferences must be approved by District Administration
 - Approved conference applications will be reimbursed for registration fees and lodging at a maximum of \$150/night. Travel is at the expense of the applicant
- J. All unused funds will return to the General Fund at the end of the fiscal year.
- K. Trainings/Conferences in this section will not be applicable for Professional Growth points.

12. Inconsistent Duties -

- A. An employee shall not refuse to perform duties legally assigned by competent authority.
- B. Classified employees shall not be required to perform duties which are not fixed and prescribed for the position by the Board of Education in accordance with the Education Code, unless the duties reasonably relate to those fixed for the position by the board, for any period of time which exceeds five (5) working days within fifteen (15) calendar day period except as authorized herein.
- C. An employee may be required to perform duties inconsistent with those assigned to the position by the Board of Education for a period of more than five working days provided that his/her salary is adjusted upward for the entire period in which he/she is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside their normal assigned duties.
- 13. Call Back Any employee called back to work shall be compensated for at least two

- (2) hours at the appropriate rate, irrespective of the actual time worked. If the employee works more than two hours, he/she shall be compensated for the actual time worked.
- 14. Overtime
 - A. Overtime is authorized working time in excess of eight (8) hours in one (1) day or forty (40) hours in one week. For those employees whose assignment is less than eight (8) hours per day and/or forty (40) hours in one (1) week, extended additional working hours may be authorized in the same manner as specified above, however, compensation may be at the regular rate up to eight (8) hours per day or forty (40) hours per week. Except in an emergency, no employee shall be required to work overtime.
 - B. A regular employee who works authorized overtime shall be paid at a rate equal to one and one-half (1 ½) times the regular rate of pay for the overtime worked. Shift and special assignment differentials regularly received by the employee shall be included in determining the regular rate of pay. All hours worked on holidays designated by this Agreement shall be compensated at two and one-half (2 ½) times the base hourly rate by warrant or compensatory time off.
- 15. Compensatory Time Off The District shall have the option to grant compensatory time off in lieu of cash compensation for overtime work. Compensatory time off shall be granted at the appropriate rate (straight time or overtime). Employee requests for compensatory time off shall be approved by their administrator in advance and shall not be unreasonably denied. When compensatory time is authorized, such compensatory time off shall be granted within twelve (12) calendar months of the month it was earned without impairing the services rendered by the District. Compensatory time can be transferred from one site to another with appropriate documentation including administrative authorization to verify the amount earned. Overtime / Extra Assignment Distribution Overtime shall be distributed to qualified employees in the bargaining unit as equitably as possible on a rotating basis per site, except for District-wide work where overtime is required.
 - A. The District may offer part-time employees temporary extra hour assignments which shall be offered to employees at the same job site, and within the same classification, in an equitable manner and rotated among eligible employees, before the assignment may be offered to an employee located at another job

site in the same classification. The total number of hours worked may not exceed eight (8) hours per day, including the extra hour assignment. Extra hour assignments shall not be used to avoid provisions in Article VI sections 6, and 13.

- 1) Extra hour assignments are separate and distinct from regular assignments in the employee's same classification.
- 2) Extra hour assignments may be used to substitute for employees in the same classification or to perform temporary projects (not to exceed six (6) months in the same classification).
- 3) Employees who accept extra hour assignments shall not receive additional benefits for the extra hour assignments.
- 16. Reclassification The procedures for reclassification shall be as described in the Personnel Commission Rules and Regulations Section 3.3. However, when an employee is reclassified to a different classification in the same salary range or to a higher classification, an employee's seniority shall be applied as follows:
 - A. When an entire classification is reclassified and the previous classification is abolished, an employee shall take all of his/her seniority to the new classification.
 - B. In all other circumstances, an employee shall take seniority from his/her current classification to the new classification.
 - C. Wage / Classification studies shall be conducted every three (3) years according to the Personnel Commission Rules and Regulations Section 3.2.9.
 - 1) The effective date will be upon the approval of the Personnel Commission.
 - 2) All wage / classification studies shall not be unnecessarily delayed.

ARTICLE VII TRANSFERS / PROMOTIONS

- An employee may be transferred within a class from one position to another or from one geographic location to another so long as there is a five day written notification and discussion with CSEA prior to the transfer.
- 2. The employee with the earliest date of hire within the class, who has a satisfactory evaluation and has filed a written request for a transfer through the Personnel Office, shall be given the opportunity to interview for a transfer.
- If it becomes necessary to fill a position, the vacancy announcement with the classification job description will be flown within the District accompanied by a position description. The description will include the specific duties and particular qualifications required.
 - Employees who meet the qualifications, along with other qualified candidates applying for the position will be interviewed with the most suitable candidate selected. If an existing employee is selected for the position he/she will have the opportunity to transfer into the position for an eight-week period. Within the eight-week period, if either party feels the appointment cannot be successful, the employee may return to their original position. The return of the original employee to their original position would conclude that position as a limited term, provisional, out-of-class, or probationary appointment.
- 4. An employee on leave shall have the right to have the exclusive representative file for a transfer in his/her behalf.
- In promotion opportunities current classified employees of the District who meet the prescribed qualifications of the position and whose last report of performance met District standards shall be ranked on an eligibility list in accordance with their examination score. Ties in examination scores will be decided first by seniority and followed by the process described in Personnel Commission Rule #4.4.12. Additional seniority points will be awarded to employees according to Personnel Commission Rule #4.4.11.
- 6. All classified initial interview panels shall have at least one classified unit member as a panelist.
- 7. If, after assignment to a promotional position the employee does not successfully

complete the probationary period, they will be returned to a position in their previous class.

ARTICLE VIII

HEALTH AND WELFARE BENEFITS

(Revised 2017 - 2018)

CURRENT EMPLOYEES

- The District shall offer dental, vision and life insurance plans as listed in Appendix G
 (CSEA Chapter #105 Employees Benefit Selection Sheet) of the CSEA / Temple
 City Unified School District Agreement.
- 2. The District agrees to provide income protection insurance, in addition to the annual contribution for health and welfare plans to all eligible unit members.
 - A. Effective July 1, 2014, the District's contribution to CSEA #105 benefits shall be \$9000.
- 3. The District shall continue to provide the V.S.P. vision plan, mandatory life insurance and income protection to each unit member who works less than 30 hours per week. Any currently benefited employees working less than 30 hours per week will retain benefits.
- 4. The District will offer dental benefits to all unit members who work less than thirty (30) hours at the unit member's cost.
- 5. The District will continue to provide health and welfare benefits to employees who work thirty (30) hours or more per week.
- 6. CSEA has elected to remain covered by the California Public Employees Retirement System (CalPERS). An appropriate proportion of all rebates and refunds that the District receives from California Public Employees Retirement System (CalPERS) and any unused portion of the District's contribution to unit members will be placed in a fund to be used to offset the out-of pocket expenses of benefited members.
- 7. All monies contributed to the benefits fund are to stay in the fund to offset future increases and reduce out-of-pocket expenses for benefited members. No rebates or cash back payments are to be disbursed from the benefits pool.

RETIREES

- 8. Retirees with fifteen (15) years of service and full benefits by July 1, 2006 and a minimum age of fifty (50) shall be afforded the same District contribution toward health benefits as full time employees for a period of five (5) years.
- 9. All employees who do not meet the above criteria will be granted the following

retirement benefit. All fully benefited employees who retire with ten (10) years of service and a minimum age of fifty-five (55) shall be afforded the same District contribution toward health benefits as full time employees for five (5) years or until the age of sixty-five (65), whichever comes first.

ARTICLE IX

SAFETY

- 1. No member shall be in any way discriminated against as a result of reporting any condition believed to be in violation of good safety practices.
- 2. The District agrees to furnish the appropriate equipment necessary for the unit member to accomplish his/her duties safely.
- 3. It is agreed that it is the District's responsibility to provide a place of employment where unit members may work under safe and hazard free conditions.
- 4. Unit members shall report to their immediate supervisor any alleged unsafe, hazardous, or potentially dangerous working conditions or facilities, in a timely manner, once the unit member has become aware of such conditions.
- 5. The District shall reimburse unit members for loss or damage to authorized personal property, exclusive of transportation, when such loss or damage occurs during the course of the unit member's performance of duties and responsibilities.
 - A. Equipment Shall Be Registered and Protected All authorized personal property shall be designated in advance by the unit member's supervisor as an item to be used in the course and scope of his/her work.
 - 1) Each item shall be registered with the building principal or program administrator.
 - 2) This listing shall include the name of the item, brief description, when possible, the model and serial number, original purchase price, date of purchase, and any other identifying data.
 - 3) The unit member shall exercise all reasonable security procedures including personal surveillance to keep the property protected and under appropriate locked conditions.
 - B. Claims Limitation No claims may be made for replacement or repair of personal property, used in the course and scope of his/her work, valued at less than ten (\$10) dollars.
 - 3) A maximum reimbursement of five hundred dollars (\$500) may be paid on any item afforded protection under this Article.
 - 4) The District assumes no obligation for articles of sentimental value other than for replacement or repair as herein described.

- C. Articles of Clothing and Prostheses Payment may be made for the costs of replacing or repairing articles of clothing and/or prostheses necessarily worn by a unit member, when any such property is stolen or damaged in the line of duty, without fault of the unit member.
- D. Repair or Replacement Property damaged as a result of arson, accident, or vandalism shall be repaired and returned to original condition or replaced at the discretion of the District.
 - 3) Property, which is replaced, shall be compensated for at the current replacement value less depreciation, depending upon age and condition or the article.
- E. Protection Not Afforded from Wear and Tear The unit member's property shall not be afforded protection from wear and tear and obsolescence. The unit member shall be responsible for the maintenance of all personal equipment or other personal property used in the scope of the employee's work.
- F. Reimbursement from Other Sources In the event a unit member is compensated for replacing or repairing his/her property from any source other than District funds, the District shall, to the extent of such payments, be relieved of its obligation to compensate an employee for such damages to property.

ARTICLE X

LEAVES OF

ABSENCE

(revised 2019-2020)

 Vacation Leave – The District agrees to grant vacation days to unit members in accordance with the following schedule:

Twelve Month Employees

•	1 - 4 years of service	=	12 days
•	5 - 9 years of service	=	16 days
•	10 – 14 years of service	=	18 days
•	15 – 19 years of service	=	20 days
•	20 years of service	=	22 days

- A. Unit members who work less than 12 months shall accrue vacation days prorated in accordance with the above schedule.
- B. District site and/or department supervisors may develop a vacation calendar that establishes time periods where vacations may be restricted due to District needs.
- C. Once the site/department calendar has been established, vacation requests may be submitted to the supervisor.
- D. All requests submitted within the first two weeks of the vacation request period will be reviewed and vacations approved based on seniority.
- E. After the two week period, all vacation requests will be granted on a first come first served basis.
- F. Vacation requests shall not be unreasonably denied.
- Vacation Buy-Out Any permanent employee is eligible to request a buy-out of vacation days, up to two weeks, of their regular work hours. Such requests must be earned prior to the current school year and will be honored no more than twice annually. (Example: full-time (40 hours per week) employees would be able to request 80 hours, part-time (15 hours per week) employees would be able to request 30 hours, etc.) A request for vacation buy-out must be made in writing to the Chief Business Official (email is acceptable). Requests must include: your name, number of hours requested, and desired date to be paid. Payouts will only be paid on the 10th of the Month. (See Appendix J Request for Vacation Buy-Out)

- 3. Personal Illness and Injury Leave
 - A. Sick leave is the authorized paid absence of an employee because of illness or injury or exposure to contagious disease.
 - B. Full-time, eight (8) hours a day and five (5) days a week, classified employees are entitled to one day of paid sick leave for each month of service, not to exceed twelve (12) days a year.
 - Classified employees working less than eight (8) hours a day and/or five (5) days a week, are entitled to sick leave that shall be computed on a prorated basis.
 - Unused sick leave may be accumulated without limit.
 - C. At the beginning of each fiscal year, the employee shall be credited with the number of days or hours of paid sick leave, which the employee would normally earn in the ensuing fiscal year. Adjustment in the amount of sick leave will be made if a change in assignment alters the amount of sick leave earned.
 - D. Sick leave may be taken at any time, provided that new employees with probationary status may use only six (6) days of paid sick leave during their initial probationary period.
 - E. Pay for any day of sick leave shall be the same rate that the employee would have received if he/she had worked that day except as provided by the Education Code for part-time personnel.
 - F. In order to receive compensation while on sick leave, the employee must notify the supervisor of his/her absence no later than the end of the first scheduled working hour of the first day absent, unless there is a legitimate reason why an employee can not call his employer during this period.
 - G. The Director of Personnel may request medical verification of illness absence. The statement of a licensed physician should include the nature of the illness or injury and the day on which the employee is able to return to work.
 - H. Authorized paid holidays occurring during the period in which an employee is on paid sick leave shall not be counted as sick leave.
 - I. Sick leave is not earned for overtime or during any period of leave of absence without pay. Student helpers, temporary (provisional), and emergency

employees do not earn sick leave.

Number of Days

- J. An employee who is on sick leave may not continue to receive income from the school district if he/she accepts other employment.
 - When an employee is on sick leave or a leave of absence without pay because of illness and wishes to accept other employment, the employee must resign from the classified service of the District.
 - 2) Accepting other employment without notifying the school district is grounds for dismissal.

Cash Award

K. Attendance Recognition Award – A member of the bargaining unit who has accrued twenty-five (25) or more sick leave days by June 30th of a given year shall receive during September of the subsequent year a cash award in accordance with the following schedule. For full-time employees, employed 10 or more months a year, the stipend will be:

·	
25 – 49 days	\$50
50 – 74 days	\$100
75 – 99 days	\$150
100 – 124 days	\$200
125 – 149 days	\$250
150 – 174 days	\$300
175 – 199 days	\$350
200 days & over	\$400

- 1) For part-time employees, the stipend will be prorated according to their full-time equivalency.
- 2) A member who uses all of his/her annual allotment of sick leave during any one fiscal year will not be eligible for this attendance award during the subsequent fiscal year. However, if an employee can provide to the Assistant Superintendent, Personnel, a physician's verification of a prolonged or chronic illness, the employee will be paid the award for the number of days as of June 30th of a given year.
- 3) Incentives are considered income and, as such, subject to normal taxes.
- 4) On or about October 1 of each year covered by this Agreement, the

District shall provide each unit member with a written statement of accrued vacation and sick leave, including the current year's entitlement.

4. Entitlement to Other Sick Leave

- A. Each employee shall once a year be credited with a total of 100 days of sick leave in addition to sick leave provided in Chapter 14 of the Personnel Commission Rules and Regulations.
 - 1) Each day of sick leave provided by this section shall be compensated at the rate of fifty percent (50%) of the employee's regular salary.
 - 2) The paid sick leave provided for under this section shall be in addition to any other paid leave provided in these rules and regulations and shall be used after the exhaustion of the leaves provided in Sections 6502 and 6506.
 - 3) Benefits provided under this section may not be accumulated from year to year.
 - 4) Entitlement to sick leave provisions under this section, shall be considered "entitlement to other sick leave" for the purposes of computing benefits under the provision of the Education Code if the absence is for industrial accident or illness and shall be used after entitlement to all regular sick leave, accumulated compensating time, vacation, or other available paid leave has been exhausted.
- B. After exhaustion of all paid leave, a permanent employee may be placed on unpaid leave upon request and with the approval of the Board of Education.
 - 1) When placed on unpaid leave, the employee shall not again become eligible for paid leave until the commencement of a new fiscal year in which he/she has rendered service.
- 5. Personal Necessity Leave In accordance with the Education Code, accumulated sick leave may be used by any unit member in any school year covered by this Agreement for any of the following purposes:
 - A. Death or serious illness of a member of the immediate family* (Appendix H Glossary) when additional leave required beyond the days provided for by bereavement leave.
 - B. Accident involving his/her person or property or to the person or property of the immediate family* (Appendix H Glossary).

- C. Appearance in court as a litigant; or as a witness under official order. All compensation to the unit member, other than mileage, shall be reimbursed to the District.
- D. Imminent danger to the unit member's home, such as flood, fire, or earthquake, which the unit member cannot reasonably be expected to disregard, and which requires the attention of the unit member during his/her assigned hours of duty.
- E. Observance of the unit member's recognized religious holiday.

6. Leaves of Absence for Medical, Dental or Optometrist Appointments

- A. Every effort should be made to schedule appointments outside of the normal working schedule, if possible; however, every employee in the classified service shall be permitted to be absent during working hours for routine medical, dental, and optometrical examinations or treatment without deduction of pay, providing time is made up or deducted from previously earned compensatory time or sick leave.
- B. If the employee chooses to make up the time, the time should be made up by the end of the month following the month in which the time was taken.
- C. The employee shall notify his or her supervisor prior to taking leave of absence for such appointments.
- D. Appointments for conditions of a chronic nature shall be deducted from earned sick leave.

7. Personal Business Leave

- A. A maximum of ten (10) days of paid leave, charged to sick leave, shall be granted to each unit member upon request for the purpose of attending to personal business which must be conducted during the regular work day.
- B. The unit member will sign a statement that the personal business leave is in accordance with the provisions of this section, and submit with the unit member's time card.

8. Medical Leave / Transfer

- A. Unit employees on medical leave from their current position, and who are capable and qualified to perform the duties of a different position in the same or lower classification, shall be considered for such positions when one is available (for either a temporary or a permanent position).
- B. If an employee accepts a lower paying position, they would be paid at that

- salary range.
- C. An employee shall be selected for such a position, when available, over all other applicants provided he/she is qualified for the position and/or may be expected to acquire the necessary ability to perform the position after a reasonable program of in-service training.
- D. An employee selected for such position shall be paid at the salary range of the classification in which he/she works, at the same salary step. The District shall provide such in-service training to enable the employee to learn the duties of the position.
- E. In the event of an unresisting dispute over whether an employee is medically able to perform the duties of a position as discussed in this provision, the parties agree to use an impartial medical opinion.
 - 1) Neither a district nor an employee physician shall be used.
 - 2) This provision shall not affect any other return from leave provisions of the Article except as indicated.
- 9. Industrial Accident and Industrial Illness Leave
 - A. Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the provision of the Education Code and this rule.
 - B. A permanent or probationary employee in the classified service who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness under provisions of the Worker's Compensation Insurance Law, shall be granted paid industrial accident leave for each such accident or illness while receiving temporary disability benefits from workers compensation provided that:
 - 1) The employee has probationary or permanent status.
 - 2) The Superintendent or the Superintendent's designated representative has determined that the illness or injury was directly related to the performance of the person's duties.
 - C. CSEA and the District agree to procedures that will allow employees on Workers Compensation to be assigned alternative duties.
 - D. Paid industrial accident leave shall be granted, as indicated in the employee's assignment, from the first day of absence up to a maximum of sixty (60) days absence resulting from each industrial illness or industrial injury.

- E. Paid industrial accident leave shall be reduced by one day for each day of authorized absence regardless of the temporary disability allowance made under Workers Compensation. Days absent while on paid industrial accident shall not be deducted from the number of days of paid sick leave to which an employee may be entitled.
- F. If the employee is still unable to return to duty after exhausting paid industrial accident leave, the employee shall be placed on paid illness leave if he/she is eligible therefore, accumulated illness leave will be reduced on in the amount necessary to provide a full day's wages or salary as indicated in the employee's assignment, when added to benefits received from Workers Compensation.
- G. After all paid illness leave has been excused following a paid industrial accident leave; an employee may choose to receive pay from accrued vacation to the extent necessary to make up the employee's regular salary when receiving temporary disability allowance from the Worker's Compensation carrier.
- H. After the expiration of all paid leave privileges, the appointing authority may place the employee on an industrial accident leave without pay. The total time of all leave benefits provided under this rule, including unpaid industrial accident leave, shall not exceed thirty-six (36) months for any one industrial accident or industrial illness.
- I. Upon return to service from any paid or unpaid leave resulting from an industrial accident or industrial illness, the employee shall be assigned to a position in the former class ahead of an employee with a lesser amount of seniority. If no vacation exists in the former class, he/she may displace the recently appointed employee in the class with less seniority. If an employee's former class has ceased to exist, the employee may be reassigned or placed on a suitable reemployment list.
- J. An employee returning from such paid or unpaid leave of absence shall not have any loss or gain in status or benefits other than that which is specifically provided in applicable provisions of the Education Code and Personnel Commission rules. An employee shall continue to receive seniority credit for purposes while on such a paid or unpaid leave of absence.
- K. When all paid or unpaid leaves of absence have been exhausted following an industrial accident or industrial illness, the employee'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.
- L. An employee who fails to accept an appropriate assignment after being medically approved therefore shall be removed from the reemployment list. Appropriate assignment is defined as an assignment at the employee's former class, in the same status and time basis, and in assignment areas in which the employee is eligible. Employees removed from a reemployment list under this rule may appeal the removal to the Personnel Commission.
- M. While an employee is on any paid leave resulting from an industrial accident or industrial illness, the employee's salary paid by the District shall not, when added to the normal temporary disability allowance award, exceed the employee's regular salary. An employee's regular salary is computed on the basis of the number of hours and days in his/her Board approved daily assignment. An employee who received a shift or other salary differential shall lose the advantage of the differential after ten (10) consecutive days of paid industrial accident leave for any one accident or illness. During all paid leaves resulting from an industrial accident or industrial illness, the employee shall endorse the District all wage-loss benefit checks received under State Workers Compensation Insurance laws. The District shall issue to the employee appropriate warrants for payment of wages, loss of benefits, salary and/or leave benefits and shall deduct normal retirement and other authorized contributions.
- N. Final allowance for permanent industrial disability settlements shall not be subject for remittance to the District under this rule.
- O. During the period that an employee is on any paid leave resulting from an industrial accident, or illness, the employee shall report by telephone on a weekly basis to the supervisor, informing them of his/her condition. If the employee is unable to report personally, he/she will make every effort to see that the supervisor receives word of the employee's condition from a family member or from the attending physician.

10. Bereavement Leave

A. Every person (permanent, probationary, temporary or limited-term) employed in the classified service of this District shall be granted necessary leave of absence, not to exceed three (3) days, or five (5) days if travel beyond a three-hundred

- mile radius is necessary in connection with the bereavement for a member of the immediate family* (Appendix H Glossary).
- B. No deduction shall be made from the salary for such leave, or be deducted from leave granted by any section of the Education Code or as may be provided by the Board of Education of the District.

11. Jury Duty

- A. Leaves of absence for jury service shall be granted to any classified employee who has been officially summoned to jury duty in local, state, or federal court. In an effort to be good citizens in our society, the District will allow unlimited days of jury duty service per year. Jury duty pay will be at the employee's normal rate of pay less any fees provided by the courts. Mileage paid by the courts will not be deducted by the District.
- B. No more than two percent (2%) of the district's employees may serve on jury duty at one time. In extenuating circumstances, the District will make every effort to accommodate the court system by releasing, with pay, District employees who are summoned to serve. This would include long term jury duty, grand jury service, etc.
- C. The employee will provide to the District a copy of the jury summons.
- D. An employee who is released for jury duty will make themselves available for work during hours when his/her presence is not required in court.
- E. Verification of time served may be requested by the District upon completion of jury duty service.

12. Absence for Examination

A. Every employee in the classified service shall be permitted to be absent from duty during working hours in order to take any examination for promotion in the District without deduction of pay or other penalty, provided that the employee gives two days notice to his/her immediate supervisor.

13. Military Leave

A. Military leave of absence shall be granted and compensated in accordance with the Military and Veterans Code and that of the Personnel Commission Rule Number 14.10.3.

14. Leave of Absence Without Pay

A. Leave of absence without pay may be granted to a permanent classified

employee, upon written request subject to the following restrictions:

- Leave of absence without pay may be granted for any period not to exceed six months, except that leave of absence for military service shall be granted as provided by the Education Code and the Military and Veterans Code. Leave of absence for service in the Peace Corps may be granted for a period not to exceed twenty-four (24) months.
- 2. The granting of a leave of absence without pay gives to the employee the right to return to his/her position at the expiration of the leave of absence, provided that the employee is physically and legally capable of performing the duties. The position may be filled only for the duration of the leave, and the employee so assigned must be reassigned upon completion of the leave.
- 3. The Board of Education may, for a good cause, cancel any leave of absence by giving the absent employee due notification. An employee may make a written request to the Board of Education to return to work prior to the expiration date of the leave. The Board may approve or reject the request.
- 4. Failure to report for duty within five working days after a leave has been canceled or expires shall be considered abandonment of the position and the employee may be terminated by the Board of Education. The termination may be appealed to the Personnel Commission in the same manner as any other dismissal for cause.
- 5. If the employee's classification has been abolished during the leave of absence, the employee shall be laid off for lack of work and placed on the reemployment list for the class effective on the date of termination of the leave. The employee may be returned to a vacant position in a class at the same or a lower salary level for which he/she is qualified.
- 15. Leave to serve in an exempt, temporary or limited-term position
 - A. Any permanent classified employee who accepts an assignment within the district to an exempt, temporary or limited-term position shall, during such assignment, be considered for status purposes, as serving in a regular position, and such assignment shall not be considered separation from service.
- 16. Leaves for Pregnancy or Childbirth
 - A. Any permanent classified employee may be granted leave for pregnancy, miscarriage, or childbirth and recovery there from.

- B. Such leave will be administered as an illness absence unless otherwise requested by the employee.
- C. The employee shall provide the district with a letter from the physician indicating anticipated date of the beginning of disability leave due to pregnancy.
- D. The employee shall also provide the District with a letter from the physician indicating the date when disability terminates and the employee is able to return to work.
- E. The District may grant unpaid leave for childbearing, after the employee has been released by the physician. Such leave would be subject to approval by the Board of Education.

17. Family Care and Medical Leave

- A. The parties agree that eligible employees shall be entitled to leave pursuant to Family and Medical Leave. Eligible employees shall be entitled to twelve (12) work weeks of leave for qualifying reasons in any fiscal year (see below). If the leave is to care for an injured, covered military service member, eligible employees shall be entitled to twenty-six (26) work weeks of leave for each illness or injury, within 12 months of the first date of leave for this reason. Where conflict exists between federal law, state law, and the provisions of the collective bargaining agreement, the greater benefit prevails.
- B. Pursuant to the FMLA, any employee who has been employed by the District for at leave twelve (12) months (which need not be consecutive) and has worked at least 1,250 hours during the twelve (12) months immediately prior to commencing the leave shall be eligible for family and medical leave. For purposes of the provision the term "family care and medical leave" means:
 - Leave for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption of the child or foster care of the child by the employee, which leave must conclude within twelve
 (12) months of the birth of the child or placement for adoption or foster care;
 - Leave to care for a parent, spouse or child who has a serious health condition; or
 - 3) Leave because of a serious health condition that makes the employee unable to perform the essential functions of the employee's position, except leave taken for disability on account of pregnancy, childbirth, or related medical

- conditions shall be considered FMLA leave.
- 4) Leave to care for a military service member who is the spouse, child, parent or "next of kin" (as defined by law) of the employee who has a serious illness or injury sustained in the line of duty on active duty.
- 5) Qualifying exigency (event) arising out of the fact that a spouse, child or parent of the employee is a covered military member on covered active duty or has been notified of an impending call or order to covered active military duty.
- C. During an unpaid family care leave, an employee shall retain employee status with the District; such leave shall not constitute a break in service. An employee returning from an unpaid family care leave shall have no less seniority than when the leave commenced.
- D. If an employee's need for unpaid family care is foreseeable (including for the birth of a child or placement of a child for foster care or adoption), this employee shall provide the District with thirty (30) calendar days' advance notice of the need for such leave. If the employee's need for such leave is foreseeable due to a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of the District. Where the need for leave is not foreseeable, the employee shall provide reasonable notice.
- E. The District requires that an employee's request for an unpaid family care leave for the purpose of caring for a child, spouse or parent who has a serious health condition or for the employee's own serious health condition be supported by a written certification issued by the health care provider of the individual family member requiring care. This written certification must include the date on which the serious health condition commenced and the probable duration of the condition.
- F. For a leave based upon caring for a child, spouse or parent who has a serious health condition the written certificate must have an estimate of the amount of time the health care provider believes the employee needs to care for the individual requiring care and a statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care. For a leave based on

the employee's own serious health condition, the written certification must include a statement that the employee is unable to perform the essential functions of his/her position.

- If additional leave is required upon the expiration of the time estimated by the health care provider, the employee must request such additional leave again supported by a written certification consistent with the requirements for an initial certification.
- G. In any case in which the District has reason to doubt the validity of the certification provided pursuant to this section, the District may require, at the District's expense, that the employee, or as appropriated, the employee's spouse, child or parent, obtain the opinion of another health care provider, designated or approved jointly by the district and the employee. The opinion of the mutually agreed upon health care provider shall be considered to be final and shall be binding on the District and the employee.
- H. As a condition of an employee's return from leave taken because of the employee's own serious health condition, the employee shall obtain certification from his/her health care provider that the employee is able to resume work.
- I. For purposes of this provision and consistent with current law,
 - 1) Where the leave is to care for an ill child or the birth or placement of a child for adoption or foster care, the term "child" means biological, adopted, or foster child, a step-child, a legal ward, or a child of an employee standing in place of a parent who is either under eighteen years of age or an adult dependent child as defined by the FMLA.
 - 2) Where the leave is to care for a service member injured in the line of duty on active military duty, or a qualifying exigency arising from a call to covered active duty, a "child" is a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in place of a parent, regardless of the age of the child.
- J. For purposes of this provision and consistent with current law, the term "parent" means biological, foster, or adoptive parent, a stepparent or a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.
- K. For purposes of this provision and consistent with current law, the term "serious

health condition" means an illness, injury, impairment, or physical or mental condition which involves either of the following:

- 1) Inpatient care in a hospital, hospice, or residential health care facility; or
- 2) The employee (or family member) is incapacitated for at least three (3) consecutive calendar days and the condition requires continuing treatment (two or more times) by a health care provider or treatment on at least one occasion that leads to a regimen of continuing treatment under the supervision of the provider.
- L. For purposes of this Article and consistent with current law, the term "health care provider" means physician/surgeon who directly treats or supervises the treatment of the serious health condition, or any other individual duly licensed to practice medicine in another state or jurisdiction or any other person determined by the Secretary of Labor to be capable of providing health care services. This definition also includes podiatrists, dentists, clinical psychologists, optometrists, chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist), nurse practitioners, nurse midwives, and Christian Science Practitioners.
- M. Use of Paid Leave: During a family and medical leave, the employee must notify the District of his/her intent to use any available sick leave, extended illness leave, vacation leave, other accrued time off, or any other available paid leave. Such paid leave may only be used for reasons specified and under the terms and conditions of this Agreement, unless otherwise agreed to by the District and employee.
- N. An employee taking unpaid Family Care Leave pursuant to this Article shall continue to be entitled to participate in medical, dental and vision insurance plans for the duration of such leave at the level and under the conditions coverage would have been provided, if the employee had continued in employment continually for the duration of such leave.
- O. Family and medical leave may be taken by an employee intermittently or on a reduced leave schedule under the following terms and conditions:
 - 1) Leave may be taken intermittently or on a reduced leave schedule when medically necessary either for the employee's own serious health condition or that of a specified family member, or for "qualifying exigency" leave.

- 2) The taking of leave intermittently or on a reduced leave schedule pursuant to this paragraph shall not result in a reduction in the total amount of leave to which the employee is entitled beyond the amount of leave actually taken.
- P. If an employee requests intermittent leave, or leave on a reduced leave schedule, that is foreseeable, based on planned medical treatment, the District may require such employee to transfer temporarily to an available alternative position offered by the District for which the employee is qualified and that the position
 - 1) has equivalent pay and benefits and
 - 2) better accommodates recurring periods of leave than the regular employment position of the employee.
- Q. For purposes of this section only, any employee returning from an unpaid family care leave shall be assigned to the same or comparable position.
 - 1) For purposes of this section and consistent with current law, the term "same or comparable position" means a position that has the same or similar duties and pay which can be performed at the same or similar geographic location as the position held prior to leave.
- R. For purposes of this article a year will be defined as the fiscal year of the District (July 1 to June 30, inclusive)
- S. If for any reason coverage under any health and welfare plan lapses the employee will be re-enrolled in all plans without medical exam/qualifying or waiting for open enrollment periods.

ARTICLE XI

CATASTROPHIC LEAVE BANK

(revised 2009-2010)

1. Authorization

Section 44043.5 of the California Education Code authorizes the governing boards of school districts to establish a catastrophic leave program to permit employees of that district to donate eligible leave credits, as defined to an employee when that employee or member of his or her family suffers from a catastrophic illness or injury, as defined, if prescribed conditions are met. The Catastrophic Leave Bank shall be administered by the Catastrophic Leave Committee (CL Committee).

2. Definitions

- A. A catastrophic illness or injury is defined as an illness or injury that is expected to incapacitate the employee or a member of the employee's family for an extended period of time, requires the employee to take time off from work for an extended period of time, and taking the extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/ her sick leave and other paid time off. For the purposes of this article, a member of the employee's family is limited to spouse, children and parents.
- B. Maternity and/or child-care leaves are not considered catastrophic unless they fall into the above category.
- C. Eligible leave credits are defined as sick leave or vacation leave accrued to the donating employee.
- D. Duty days are defined as an employee's permanent regular assignment. This does not include any temporary or hourly work that is being done over the regular assignment.
- E. The terms donation, deposit, and contribution are interchangeable for the purposes of the Catastrophic Leave procedure.

3. Donations to the Bank

Eligible sick leave and/or vacation hours may be donated to the Catastrophic Leave Bank within the conditions and restrictions outlined below:

- A. Participation in the Catastrophic Leave Bank is voluntary.
- B. Any permanent classified employee on active duty status shall be eligible to

- participate with a deposit of two regular workdays. Example: 3 hour employees will contribute two workdays of 3 hours for a total of 6 hours; 8 hour employees will contribute one work day of 8 hours.
- C. Employees who elect not to join the Catastrophic Leave Bank upon first becoming eligible have a waiting period of forty-five (45) duty days after joining the Bank (making a deposit) before becoming eligible to withdraw from the Bank.
- D. Additional contributions may be made at any time during the school fiscal year. Donators shall give written notice to the Personnel Office for the donator's Personnel File, of his/her intent to contribute days to the Bank. The Personnel Office will provide the Business Office with a copy of the written notice. The notice shall state clearly the number of hours to be donated. The date of the notice shall become the effective transfer date.
- E. Under no circumstances may a donator contribute sick leave days to the bank if in so doing the donator's own number of sick days falls below ten (10) at the time of donation.* Vacation day contributions are at the discretion of the donator.
- F. A deposit to the Bank shall be a general donation and shall not be donated to a specific individual for his/her exclusive use.
- G. All donations of eligible leave credits to the Bank are irrevocable and the donor waives any right to leave credits he/she may have donated except as stated in this Article.
- H. The Bank may accumulate hours from year to year.

4. Withdrawals from the Bank

- A. A Catastrophic Leave Bank participant who is, or whose family member is, suffering from a catastrophic illness or injury as defined herein, and whose sick leave and other paid leave will be exhausted by the time of the actual withdrawal, may request to withdraw leave credits from the Bank.
- B. The withdrawal request must be in writing to the chairperson of the CL Committee, with a copy to the Personnel Office, and include the following detail:
 - 1) Written verification of the catastrophic illness or injury by a medical doctor.
 - 2) The specific number of days being requested.
- C. The Business Office shall verify that the individual requesting the withdrawal has exhausted all sick leave and other paid time off (or the date when this will occur).

- D. The Chairperson shall convene the CL Committee to consider the request of the classified employee(s) as soon as possible. Withdrawals from the Bank may be granted by the CL Committee in units of no more than ten (10) duty days. Participants may request extensions or additional grants as their prior grants expire. The maximum withdrawal of leave credits for any individual in a given fiscal year shall not exceed thirty (30) duty days, and cannot extend beyond the employee's normal work year. The requestor's situation shall be held confidential by the CL Committee and the District.
- E. Requesters who have exhausted sick leave, but who still have 100 days of ½ pay, are eligible for a withdrawal from the Bank. The District shall pay the requestor (upon approval of the CL Committee) full pay, and the Bank shall be charged one-half (1/2) a duty day while the requestor is debited a day of authorized ½ pay.
- F. Any days approved by the CL Committee that are unused by the employee shall be returned to the Bank upon the employee's return to work after an illness or injury.
- G. Days shall be donated and withdrawn from the Bank without regard to the daily rate of pay of any participant. Requesters using days from the Bank shall receive pay for that day at the same rate he/she would have received had the requestor worked that day.

5. Catastrophic Leave Committee

- A. The Catastrophic Leave Committee shall consist of three (3) members, two (2) appointed by the President of the Association (CSEA #105), and one (1) appointed by the Superintendent.
- B. The CL Committee shall have the responsibility for approving or denying the requests in total or any portion thereof, and communicating its decision, in writing, to the requestor and the Business Office within ten (10) days of the CL Committee's receipt of the request.
- C. The Committee, in reviewing requests, shall consider the number of days requested, the number of individuals requesting withdrawals, and the status of the credits in the bank.
- D. All decisions of the CL Committee are final and shall not be subject to appeal. However, an employee who has had a request to withdraw leave credits from the

- Bank denied, may amend and resubmit the request one time.
- E. All records and information obtained by the CL Committee that relate to an individual employee's health, finance, family, or employment status shall be confidential and may not be discussed or divulged by a Committee member outside of formal meetings.
- F. If the Bank falls below 500 hours, a notice will be sent out stating that the Catastrophic Leave Bank does not have sufficient credits to meet projected withdrawal requests. Those interested in contributing credits may do so as soon as possible, up to the stated limits.
- G. If the Bank does not have sufficient credits to meet a withdrawal request, the CL Committee is under no obligation to provide credits or leave days and the District is under no obligation to pay the requestor any funds whatsoever.
- H. If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Bank, if any, shall be returned to the then current (that fiscal year) donors to the Bank in a proportionate manner. Any such redistribution shall be not less than one-hour units, and each donor's rebate shall be limited to his/her total donations to the bank.

6. District Responsibilities

- A. The District shall have the responsibility of receiving withdrawal requests and verifying the status of the requestor's' sick leave and other paid leave, and communicating that information to the CL Committee.
- B. In September, the District will send a notification to all CSEA #105 members of the opportunity to join the Catastrophic Leave Bank. This Intention to donate/contribute credits to the Catastrophic Leave Bank will include the number of days to be donated, a date, and the donator's signature. Upon receipt, the District shall effectuate the transfer of credit from the donator to the Bank. The District shall send written confirmation to the donator and the CL Committee that the transfer has taken place. The confirmation shall include the number of leave days remaining to the donator.
- C. The District shall return the notice of donation, without making the transfer of credits, if any of the required information is omitted or if the number of credits to be donated causes the donator's remaining total sick days to fall below ten (10) days.

- D. Upon receipt of a written request to withdraw credits from the Bank, the District shall provide an accounting to the CL Committee:
 - 1) the sick leave days and any other paid time off the requestor may be entitled to as of the date of the request;
 - 2) a current accounting of the balance of credits in the Bank.
- E. Upon receipt of written instructions from the CL Committee, the District shall debit the bank and credit the requestor with additional days of sick leave.

ARTICLE XII

HOLIDAYS

(revised 2019-2020)

- 1. Unit members will be allowed the following holidays with pay:
 - Independence Day
 - Labor Day
 - Veteran's Day
 - Wednesday before Thanksgiving Day
 - Thanksgiving Day and the Friday following Thanksgiving
 - Last working day before Christmas Day
 - Christmas Day
 - New Year's Day
 - Martin Luther King Day
 - Lincoln Day
 - Washington Day
 - Memorial Day
- The exclusive representative shall designate two additional classified holidays during each school year in lieu of Admission Day and other holidays formerly granted, provided that the days designated do not fall on days when school is in session (Appendix I - Calendar).
- 3. When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be a holiday in lieu of the day observed. When a holiday listed falls on Saturday, the proceeding Friday shall be deemed to be the holiday in lieu of the day observed.
- 4. Unit members who are permanent employees will be granted one (1) floating holiday per year to be mutually agreed upon between the supervisor and the unit member prior to the day of the floating holiday. If the unit member and the supervisor cannot mutually agree, the unit member may appeal to the Director of Personnel for a resolution. Fiscal Services will notify each unit member of unused floating holidays prior to Winter Break and prior to Spring Break.an employee
- 5. Holiday pay shall be at the same number of hours and rate of pay as the employee would have received had he/she worked that day. If a holiday falls on an unscheduled workday, then holiday pay will be calculated by the average of the employee's daily hours worked per week.

ARTICLE XIII

LAYOFF AND REEMPLOYMENT

- In the event the District finds it necessary, during the term of this Agreement, to lay off a
 unit member or members for lack of work or lack of funds, the District will notify the
 Association President and the first Vice President five (5) business days before the
 employee has been given written notice of intended layoff. The District and CSEA shall
 negotiate the additional effects of layoff.
- 2. "Layoff" shall be defined to mean an elimination of an employee's position.
- 3. A reduction in assignment(s) (hours, days, months), or a demotion, shall not be considered a layoff, and all such reductions in assignments or demotions shall be bargained with CSEA in accordance with the law.
- 4. Any layoffs, reductions or demotions shall take place upon sixty (60) calendar-days written notice. The notice shall specify the reason and identify by name and classification the employee designated for layoff, reduction or demotion.
- 5. "Seniority" will be defined as the employee's hire date within a classification. Whenever a classified employee is laid off, reduced or demoted, the order within the class shall be determined by the employee's date of hire within the classification. (This supersedes the Personnel Commission Rule on Seniority.)
- The employee who has been employed the shortest time in the class (this includes time in the current class, plus any seniority served in a higher class) shall be laid off, reduced or demoted first.
- 7. An employee laid off, reduced or demoted from his/her present class may bump into an equal or lower class in which the employee has greater seniority.

ARTICLE XIV

PROGRESSIVE

DISCIPLINE

(Revised 2014-2015)

- Definition: Discipline, as used in this article includes, but is not limited to, dismissal, demotion, suspension, or any reassignment, without the employee's voluntary consent, except a layoff for lack of work or lack of funds (Ed. Code 45308).
- 2. Permanent Employees Bargaining unit employees with permanent status shall be subject to discipline only for just cause, pursuant to this article.
- 3. Progressive Discipline Procedures of Progressive discipline are essential and shall be applied to the employee to assist the employee and thus give him/her the opportunity to improve and correct any negative behavior, unacceptable work habits or any violation of rules and regulations prior to disciplinary action. Progressive discipline may not be followed in cases of gross misconduct. Gross misconduct would include dishonesty or theft affecting the District, use or possession on duty of alcohol or illegal drugs, or conviction of a crime involving moral turpitude.
- 4. Causes for Disciplinary Action The following causes shall be grounds for disciplinary action. The following shall include but not limited to:
 - A. Incompetence or inefficiencies in the performance of assigned duties.
 - B. Insubordination, a refusal to obey a legal or reasonable order of a supervisor.
 - C. Dishonesty or theft affecting the District.
 - D. Unauthorized use of District supplies, materials, facilities or other property.
 - E. Use or possession on duty of illegal drugs as defined by law, or use of alcohol or any sex or narcotics offense requiring mandatory suspension as specified by the Education Code.
 - F. Conviction of a crime involving moral turpitude.
 - G. Knowingly failing to disclose material facts regarding criminal convictions and any other false or misleading information on application forms and employment records concerning material matters.
 - H. Repeated and unexcused tardiness in reporting to work at the assigned time.
 - I. Unexcused absence, abuse of sick leave or absences without notification.
 - J. Abandonment of position, absence of five (5) consecutive working days without

- permission and failure to notify the District of a valid or acceptable reason for absence.
- K. Failure to maintain a license that is required for the job.
- L. Sexual or racial harassment and/or discrimination against a subordinate or a fellow employee.
- M. Sleeping during assigned work hours.
- N. Offensive or abusive conduct or language toward other employees, students, or the public.
- O. Political activities engaged in by an employee during his/her assigned hours of employment.
- P. Advocacy of overthrow of the Government of the United States or the State of California, by force, violence, or other unlawful means.
- Q. Persistent violation of the Education Code or rules, regulation, or procedures applicable to the employee.
- 5. Right to Representation Permanent employees always retain the right to CSEA representation at any level of Progressive Discipline, as well as other discipline procedures.
- 6. Progressive Discipline Procedures Except in those situations where an immediate suspension is justified under provision of this agreement, a permanent employee whose work or conduct is of such character as to incur discipline, the following steps will be followed:
 - A. Verbal Warning/Conference Summary
 - B. Written warning
 - C. Written reprimand notice of unsatisfactory service, placed in the employee's personnel file with a statement that next violation may result in suspension, demotion or dismissal.
 - D. Suspension without pay or demotion
 - E. Dismissal

7. Discussion of Steps:

- A. Verbal Warnings will not be given to the employee unless he/she had previously been made aware of the performance standards. Verbal warning shall not be documented in the employee's personnel file.
- B. Written Warnings will not be given to employees unless they have first been

given a verbal warning about their alleged misconduct within the last twelve (12) months. Written warning shall be placed in the employee's personnel files, however, the immediate supervisor will meet with the employee and mutually develop a written Performance Improvement Plan which shall set specific goals of performance and specific time periods for the improvement, including a statement by the supervisor on how the supervisor will assist the employee in attaining the performance.

- C. Written Reprimands will not be given to the employee unless they have first been given a written warning about their alleged misconduct within the last twelve (12) months and has not adhered to the Performance Improvement Plan.
 - 1) The employee shall be advised by the administrator/supervisor calling the meeting of the right to be represented by the association (CSEA) in any meeting relating to potential written reprimand.
 - 2) Each employee who has been given a written reprimand shall acknowledge receipt of the original by signing a copy, however, this does not acknowledge any admission of guilt.
 - A copy of the written reprimand will be placed in the employee's personnel file and he/she will be given his/her right to attach a statement in accordance with Education Code 44031.
- D. Suspension Without Pay will not be assessed against an employee unless he/she has first been given a written reprimand for his/her alleged misconduct, and a copy of that written reprimand was placed in his/her personnel file.
 - The employee shall be advised by the administrator/supervisor calling the meeting of the right to be represented by the association (CSEA) of any meeting relating to potential suspension without pay.
 - 2) No suspension without pay, or dismissals, will be assessed against an employee without a written notice from the District of his/her alleged offense, and disclosure by the District of all of its evidence to support its charges. Such written notice of the disciplinary action shall contain a statement in ordinary and concise language of the specific acts and omissions upon which the disciplinary action is based, a statement of the cause of the action taken and, if it is claimed that an employee has violated a rule or regulation of the public school employer, such rule or regulation shall be set forth in said

notice.

- 3) A notice of disciplinary action stating one or more causes or grounds for disciplinary action established by any rule, regulation, or statute in the language of the rule, regulation, or statute, is insufficient for any purpose.
- 4) A proceeding may be brought by, or on behalf of, the employee to restrain any further proceedings under any notice of disciplinary action in violation of this provision.
- 5) No disciplinary suspension without pay shall exceed ten (10) working days.
- 6) An employee subject to disciplinary action shall be given, in person or by U.S. Certified mail, a notice of disciplinary action. Such notice shall state the employee's right to respond to the charges.
- E. Dismissal violations of gross misconduct may result in immediate dismissal.
- 8. In the event the District does not comply with the requirements of the Progressive Discipline provisions of this Article, the District may not implement or take any disciplinary action against an employee. If, however, the District proposes discipline against an employee involving gross misconduct, the District shall not be required to follow the provisions of this Article.
- 9. Relationship of the Article to the Right of Appeal Because verbal warnings or written warnings are not documented in the employee's personnel file they shall not be subject to the appeal procedure. Written reprimands and disciplinary suspension without pay or dismissals are subject to the appeal process in accordance with Rule 6802 and 6803 of the Personnel Commission Rules and regulations, provided however that in the event of a conflict between the provisions of this Article and the provisions of the Personnel Commission Rules and Regulations, the provisions of this Article shall govern.

Employees shall be notified in writing of his/her right to appeal the decision.

ARTICLE XV

GRIEVANCE PROCEDURES

- 1. A grievance is an allegation by a unit member or CSEA that there has been a violation, misinterpretation, misapplication, or non-application of a provision of the Agreement and/or Rules and Regulations of the Personnel Commission. It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level. It is the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances.
- 2. The time limits specified at each level should be considered maximums and may be extended by mutual agreement.
- Unit members shall be entitled to be represented at any level of these procedures by a representative of CSEA and every attempt shall be made to process the grievance during the working day.
- 4. "Working day", as used in the Article only, shall be defined as days when unit members are expected to be on duty.
- 5. A "grievant" shall be defined as an employee or CSEA.
- 6. INFORMAL LEVEL Within thirty (30) days after the act giving rise to the grievance first occurred, or with exercise of reasonable diligence, the grievant could have become aware of the alleged violation, the aggrieved unit member may present the grievance directly to the immediate supervisor. The grievance may be submitted orally. If the grievance is not satisfactorily adjusted within ten (10) working days, the grievance shall proceed to Level I.
- 7. LEVEL I In the event the grievant wishes to initiate a formal grievance, the grievant shall submit to the Director of Classified Personnel a written statement on a form provided by the district, which shall describe the alleged violation, misinterpretation, misapplication, or non-application; specific Article and Section violated; and remedy sought. The written statement shall be submitted within twenty (20) working days after the Informal Level. Either party may request an informal conference with the other party. The Director of Classified Personnel shall respond in writing to the grievant within ten (10) working days.
- 8. LEVEL II If the grievant is not satisfied with the response from the Director of Classified Personnel, or if no response is received within ten (10) working days, the

- grievant may appeal to the Superintendent, or designee, within ten (10) working days after receipt of the Level II response or its due date.
- 9. LEVEL III If a grievance is not settled pursuant to the procedures set forth in this Article, the grievant may:
 - A. Submit a request in writing to the Superintendent for arbitration of the dispute.
 - B. Upon Mutual agreement of CSEA and the District, waive the right to arbitration and appeal directly to the Board of Education.

If arbitration is requested by the grievant or CSEA, and upon receipt of the written request, either CSEA or the Superintendent shall ask the American Arbitration Association to supply a panel of five (5) names. Within ten (10) working days of receipt of the panel of five (5) names, the Superintendent and CSEA shall rank the names in order of preference and to select an arbitrator. If an arbitrator is not requested, the Superintendent shall refer the matter to the Board of Education. The fees and expenses of the arbitrator and a court reporter, if required by the arbitrator, shall be shared equally. Any additional expenses shall be born by the party incurring such expense.

Any employee who pays a charitable contribution in lieu of a service fee to CSEA and requests arbitration shall pay the reasonable cost of the arbitration. The rules of the American Arbitration Association shall govern the arbitration with the exception stated within this provision. The arbitrator shall have no authority to add to, delete, or alter any provisions of this Agreement, but shall limit his/her decision to the application and interpretation of the Agreement. The arbitrator shall conduct a hearing and submit his/her findings and recommendation, including findings and recommendations concerning arbitrability if applicable, in writing to the Board of Education, the grievant and CSEA. The award of the arbitrator shall be binding on the grievant, the Association, and the District. If CSEA waives the right to arbitration and appeals directly to the Board of Education, the following procedures shall occur:

- A. The Board shall review the written records of findings, recommendation, and decisions from all previous levels and render a decision on the grievance.
- B. The decision shall be rendered no later than the second regularly scheduled meeting after the filing of the recommendation
- C. The decision of the Board shall be binding except that no rights of the grievant to further legal action shall be abrogated.

ARTICLE XVI

ORGANIZATIONAL SECURITY

- New Hire Orientation CSEA shall receive not less than ten (10) days notice in advance of orientation/on-boarding, except that a shorter notice may be provided in specific instances where there is an urgent need critical to the District's operations that were not reasonably foreseeable.
 - A. The Chapter President or designee shall have the right to attend all new employee orientation/on-boarding meetings. The CSEA Labor Relations Representative may also attend.
- 2. Employee Information "Newly Hired Employee" or "New Hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employees' employee status changed as such that the employee was placed in the CSEA unit.
 - A. The District shall provide CSEA with contact information on the new hires. The information shall be provided to CSEA electronically in the Excel format, via a mutually agreeable secure FTP site or service, within thirty (30) days of the date of hire. This contact information shall include: first name, middle initial, last name, suffix, job title/classification, primary work site name, district telephone number, home street address (including apartment #), city, state, zip code, home telephone number, cellular telephone number, personal email address, birth date, employee ID, Cal Pers status, and date. This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.
 - B. Periodic Update of Contact Information The District shall also provide CSEA with a list of all bargaining unit members' names and contact information above on the last working day of September, January and May. The information shall be provided to CSEA electronically, in Excel format, via a mutually agreeable secure FTP site or service, within thirty (30) days of the date of hire. This contact information shall include the following available items, with each field in its own column: First name, middle initial, last name, suffix, job title/classification, primary work site name, district

- telephone number, home street address, city, state, zip code, home telephone number, cellular telephone number, personal email, birth date, employee ID, CalPers status and hire date.
- 3. New Employee On-Boarding The district shall include the CSEA membership application in any employee orientation packet of District materials provided to any newly hired employee. The District shall provide a copy of completed membership applications to the CSEA President or designee. CSEA shall provide copies of all CSEA literature/membership applications to be included in the orientation packet to the District.
- 4. Grievance Procedure Any alleged violation, misinterpretation or misapplication of the terms of this agreement shall be subject to the grievance provisions of the Collective Bargaining Agreement.
- 5. Dues CSEA has the sole and exclusive right to have employee organization membership dues deducted by the employer for employees in the bargaining unit.
 - A. The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of the bargaining unit and who have submitted payroll deduction authorization forms to the District.
 - B. Such authorization shall remain in effect until expressly revoked in writing by the employee.
 - C. The employer shall, without charge, pay to CSEA within fifteen (15) days of the deduction all sums so deducted.

ARTICLE XVII MANAGEMENT RIGHTS

- All management rights and powers which the Board had prior to entering into this Agreement to direct and control the District are unqualified except as specifically limited, delegated, granted, or modified by an express provision of this agreement. Such rights and powers include, but are not limited to, the sole right to manage the District and direct the work of its employees to determine the method, means and services provided; to determine reasonable staffing patterns and the number of kinds of personnel required; to decide on the building, location, or modification of a facility; to determine the budget and methods of raising revenue; to sub-contract work or operations in accordance with the law; to maintain order and efficiency; to hire, assign, evaluate, promote, discipline, discharge for cause, lay off for lack of work and/or funds, and transfer employees.
- 2. The District retains the right to make emergency changes in policies and practices set forth in this Agreement in the event of a natural disaster, such as an earthquake, fire or flood, should befall a school or schools, but only to the extent and for the period necessitated by such natural disaster.
- 3. Notwithstanding any other provision of this Article, the parties agree that this Article is not intended as a general or specific waive of any right of Association, nor shall it be applied to reduce or restrict, in any way, and right or privilege of the Association or unit members which are derived from other provisions of this Agreement or from the law.

ARTICLE XVIII SEVERABILITY

- Saving Clause If during the life of this agreement there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of the Agreement, such provision shall be immediately suspended and be or no effect herein so long as such law, rule, regulation, or order shall remain in effect. An invalidation of a part or portion of the Agreement shall not invalidate any remaining portions which shall continue in full force and effect.
- 2. Replacement of Severed Provision In the event of suspension or invalidation of any Article or Section of this Agreement, the District and CSEA will meet within thirty (30) days after such determination for the purpose of arriving at satisfactory replacement for such Article or Section.

TEMPLE CITY UNIFIED SCHOOL DISTRICT

CLASSIFIED PERSONNEL

Class Series and Salary Placement Schedule F and Schedule U

2017-18

BUSINESS SERVICES	Salary Range	INSTRUCTIONAL ASSISTANCE	/ MEDIA
Account Clerk	18	*Instructional Aide	14
*Account Clerk II	22	PE Instructional Aide	14
Account Clerk III	26	ELD Coordinator	15
Account Clerk III/Payroll	26	Accompanist	16
Accountant	31	*Media Clerk	17
		School Media Technician II	20
		Instructional Resource Specialist	23
SECRETARIAL/CLERICAL		Instructional Technology Specialist	25
		Speech/Language Pathology Asst.	28
Clerk I	15	Certified Occupational Therapist Ass	t. 28
*Clerk II	17	Information Specialist	32
Community Liaison	18	-	
School Health Assistant	18	CHILD CARE	
District Receptionist	18		
Clerk III	19	*Child Care Assistant I	14
Clerk III/Career Guidance	19	Child Care Assistant II	16
Braillist	20	Child Care Instructor I	18
District Outreach Liaison	20	Child Care Instructor II	20
Registrar	20	Child Care Instructor III	22
Purchasing Clerk	23		
Secretary	23		
*Site Lead Secretary	23		
Licensed Vocational Nurse	25		
Sr. School Secretary	26		

^{*} Benchmark Position

APPENDIX B

TEMPLE CITY UNIFIED SCHOOL DISTRICT 2019-20 CLASSIFIED SALARY SCHEDULE F (#105 PERS MEMBERS)

			,	_	- ,	
BUSINESS S	ERVICES					
RANGE	POSITION	A	В	С	D	Е
18	Account Clerk	3330.01	3497.37	3673.83	3857.12	4056.36
		19.21	20.18	21.20	22.25	23.40
22	Account Clerk II *	3673.83	3857.12	4056.36	4257.86	4467.34
		21.20	22.25	23.40	24.56	25.77
26	Account Clerk III	4056.36	4257.86	4467.34	4690.48	4926.14
		23.40	24.56	25.77	27.06	28.42
26	Account Clerk III / Payroll	4056.36	4257.86	4467.34	4690.48	4926.14
		23.40	24.56	25.77	27.06	28.42
31	Accountant	4581.19	4806.61	5045.68	5301.84	5564.82
		26.43	27.73	29.11	30.59	32.11
ECRETARIA	AL / CLERICAL	·		<u>'</u>		
RANGE	POSITION	А	В	С	D	E
15	Clerk I	3093.21	3248.04	3414.26	3550.12	3766.05
		17.85	18.74	19.70	20.48	21.73
17	Clerk II *	3248.04	3414.26	3585.03	3729.38	3951.62
		18.74	19.70	20.68	21.52	22.80
18	Community Liaison	3330.01	3497.37	3673.83	3819.57	4056.36
		19.21	20.18	21.20	22.04	23.40
18	School Health Assistant	3330.01	3497.37	3673.83	3819.57	4056.36
		19.21	20.18	21.20	22.04	23.40
18	District Receptionist*	3330.01	3497.37	3673.83	3819.57	4056.36
		19.21	20.18	21.20	22.04	23.40
19	Clerk III	3414.26	3585.03	3766.05	3913.14	4150.85
		19.70	20.68	21.73	22.58	23.95
19	Clerk III / Career Guidance	3414.26	3585.03	3766.05	3913.14	4150.85
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		19.70	20.68	21.73	22.58	23.95
20	Braillist	3497.37	3673.83	3857.12	4016.86	4257.86
		20.18	21.20	22.25	23.17	24.56
20	District Outreach Liaison	3497.37	3673.83	3857.12	4016.86	4257.86
		20.18	21.20	22.25	23.17	24.56
20	Registrar	3497.37	3673.83	3857.12	4016.86	4257.86
		20.18	21.20	22.25	23.17	24.56
23	Purchasing Clerk	3766.05	3951.62	4150.85	4316.74	4581.19
		21.73	22.80	23.95	24.90	26.43
23	Secretary	3766.05	3951.62	4150.85	4316.74	4581.19
		21.73	22.80	23.95	24.90	26.43
23	Site Lead Secretary *	3766.05	3951.62	4150.85	4316.74	4581.19
		21.73	22.80	23.95	24.90	26.43
25	Licensed Vocational Nurse	3951.62	4150.85	4359.19	4536.58	4806.61
		22.80	23.95	25.15	26.17	27.73
26	Senior School Secretary	4056.36	4257.86	4467.34	4644.81	4926.14
		23.40	24.56	25.77	26.80	28.42

TEMPLE CITY UNIFIED SCHOOL DISTRICT 2019-2020 CLASSIFIED SALARY SCHEDULE F (#105 PERS MEMBERS)

INSTRUCTIONAL ASSISTANCE / MEDIA								
RANGE	POSITION	A	В	С	D	E		
14	14 Instructional Aide *	3020.35	3166.08	3330.01	3497.37	3673.83		
		17.43	18.27	19.21	20.18	21.20		
14	PE Instructional Aide	3020.35	3166.08	3330.01	3497.37	3673.83		
		17.43	18.27	19.21	20.18	21.20		
15	ELD Coordinator	3093.21	3248.04	3414.26	3585.03	3766.05		
		17.85	18.74	19.70	20.68	21.73		
16	16 Accompanist	3166.08	3330.01	3497.37	3673.83	3857.12		
		18.27	19.21	20.18	21.20	22.25		

17	Media Clerk *	3248.04	3414.26	3585.03	3766.05	3951.62
		18.74	19.70	20.68	21.73	22.80
20	School Media Technician II	3497.37	3673.83	3857.12	4056.36	4257.86
		20.18	21.20	22.25	23.40	24.56
23	Instructional Resource Specialist	3766.05	3951.62	4150.85	4359.19	4581.19
		21.73	22.80	23.95	25.15	26.43
25	Instructional Technology Specialist	3951.62	4150.85	4359.19	4581.19	4806.61
		22.80	23.95	25.15	26.43	27.73
28	Speech/Language Pathology Assistant	4257.86	4467.34	4690.48	4926.14	5172.05
	Speecificaliguage Fathology Assistant	24.56	25.77	27.06	28.42	29.84
28	Certified Occupational Therapist	4257.86	4467.34	4690.48	4926.14	5172.05
	Assistant	24.56	25.77	27.06	28.42	29.84
32	Information Specialist	4690.48	4926.14	5172.05	5428.21	5704.86
		27.06	28.42	29.84	31.32	32.91
CHILD CAR	E					
RANGE	POSITION	Α	В	С	D	E
14	Child Care Assistant I *	3020.35	3166.08	3330.01	3497.37	3673.83
		17.43	18.27	19.21	20.18	21.20
16	Child Care Assistant II	3166.08	3330.01	3497.37	3673.83	3857.12
		18.27	19.21	20.18	21.20	22.25
18	Child Care Instructor I	3330.01	3497.37	3673.83	3857.12	4056.36
		19.21	20.18	21.20	22.25	23.40
20	Child Care Instructor II	3497.37	3673.83	3857.12	4056.36	4257.86
		20.18	21.20	22.25	23.40	24.56
22	Child Care Instructor III	3673.83	3857.12	4056.36	4257.86	4467.34

^{*} Benchmark Position

Anniversary Increments

\$102.70 added to the monthly base after 7 years

\$205.40 added to the monthly base after 12 years \$308.10 added to the monthly base after 17 years \$408.75 added to the monthly base after 22 years

Effective as of July 1, 2019

	CITY UNIFIED SCHOOL DISTRICT OCLASSIFIED SALARY SCHEDULE	U (#105	∟ NON-PFI	SS MEMI	BFRS)	
013-202	OLAGONIED GALART GONEDOLL	0 (#103		(O MILMI	JEIRO)	
		1	I	I	I	l
18	Account Clerk	3229.83	3393.77	3563.40	3742.14	3933.
		18.63	19.58	20.56	21.59	22.6
22	Account Clerk II *	3563.40	3742.14	3933.40	4129.22	4334.
		20.56	21.59	22.69	23.82	25.0
26	Account Clerk III	3933.40	4129.22	4334.14	4550.45	4775
		22.69	23.82	25.01	26.25	27.5
26	Account Clerk III / Payroll	3933.40	4129.22	4334.14	4550.45	4775
		22.69	23.82	25.01	26.25	27.5
31	Accountant	4444.57	4662.02	4894.27	5142.45	5398
		25.64	26.90	28.24	29.67	31.1
		•				
15	Clerk I	3002.14	3149.00	3314.08	3479.15	3652
		17.32	18.17	19.12	20.07	21.0
17	Clerk II *	3149.00	3314.08	3479.15	3652.20	3829
		18.17	19.12	20.07	21.07	22.1
18	Community Liaison	3229.83	3393.77	3563.40	3742.14	3933
		18.63	19.58	20.56	21.59	22.6
18	School Health Assistant	3229.83	3393.77	3563.40	3742.14	3933
		18.63	19.58	20.56	21.59	22.6
18	District Receptionist*	3229.83	3393.77	3563.40	3742.14	3933
		18.63	19.58	20.56	21.59	22.6
19	Clerk III	3314.08	3479.15	3652.20	3829.80	4026
		19.12	20.07	21.07	22.10	23.2
19	Clerk III / Career Guidance	3314.08	3479.15	3652.20	3829.80	4026
		19.12	20.07	21.07	22.10	23.2
20	Braillist	3393.77	3563.40	3742.14	3933.40	4129
		19.58	20.56	21.59	22.69	23.8
20	District Outreach Liaison	3393.77	3563.40	3742.14	3933.40	4129
		19.58	20.56	21.59	22.69	23.8
20	Registrar	3393.77	3563.40	3742.14	3933.40	4129
	13 ***	19.58	20.56	21.59	22.69	23.8
23	Purchasing Clerk	3652.20	3829.80	4026.76	4228.26	4444
	J	21.07	22.10	23.23	24.39	25.6
23	Secretary	3652.20	3829.80	4026.76	4228.26	4444
		21.07	22.10	23.23	24.39	25.6
23	Site Lead Secretary *	3652.20	3829.80	4026.76	4228.26	4444
		21.07	22.10	23.23	24.39	25.6
25	Licensed Vocational Nurse	3829.80	4026.76	4228.26	4444.57	4662
~		22.10	23.23	24.39	25.64	26.9
26	Senior School Secretary	3933.40	4129.22	4334.14	4550.45	4775.
		22.69	23.82	25.01	26.25	27.5
		00				
EMPLE	CITY UNIFIED SCHOOL DISTRICT					
019-202	20 CLASSIFIED SALARY SCHEDULE	U (#105	NON-PE	RS MEMI	BERS)	
					- ,	

		16.91	17.73	18.63	10.50	20.56
44	DE la devetica al Aida				19.58	20.56
14	PE Instructional Aide	2931.55	3072.72	3229.83	3393.77	3563.40
45	TIPO II I	16.91	17.73	18.63	19.58	20.56
15	ELD Coordinator	3002.14	3149.00	3314.08	3479.15	3652.20
		17.32	18.17	19.12	20.07	21.07
16	Accompanist	3072.72	3229.83	3393.77	3563.40	3742.14
		17.73	18.63	19.58	20.56	21.59
17	Media Clerk *	3149.00	3314.08	3479.15	3652.20	3829.80
		18.17	19.12	20.07	21.07	22.10
20	School Media Technician II	3393.77	3563.40	3742.14	3933.40	4129.22
		19.58	20.56	21.59	22.69	23.82
23	Instructional Resource Specialist	3652.20	3829.80	4026.76	4228.26	4444.57
		21.07	22.10	23.23	24.39	25.64
25	Instructional Technology Specialist	3829.80	4026.76	4228.26	4444.57	4662.02
		22.10	23.23	24.39	25.64	26.90
28	Speech/Language Pathology Assistant	4129.22	4334.14	4550.45	4775.87	5017.22
		23.82	25.01	26.25	27.55	28.95
28	Certified Occupational Therapist Assistant	4129.22	4334.14	4550.45	4775.87	5017.22
		23.82	25.01	26.25	27.55	28.95
32	Information Specialist	4550.45	4775.87	5017.22	5264.27	5531.81
		26.25	27.55	28.95	30.37	31.91
14	Child Care Assistant I *	2931.55	3072.72	3229.83	3393.77	3563.40
		16.91	17.73	18.63	19.58	20.56
16	Child Care Assistant II	3072.72	3229.83	3393.77	3563.40	3742.14
		17.73	18.63	19.58	20.56	21.59
18	Child Care Instructor I	3229.83	3393.77	3563.40	3742.14	3933.40
		18.63	19.58	20.56	21.59	22.69
20	Child Care Instructor II	3393.77	3563.40	3742.14	3933.40	4129.22
		19.58	20.56	21.59	22.69	23.82
22	Child Care Instructor III	3563.40	3742.14	3933.40	4129.22	4334.14
		20.56	21.59	22.69	23.82	25.01
* Benchmark P	osition					
Anniversan	/ Increments					
	ded to the monthly base after 7 years					
	ded to the monthly base after 12 years					
	ded to the monthly base after 17 years					
\$306.10 ad	ded to the monthliny base affer 17 Vears					
£400 75 · '	-					
\$408.75 ad	ded to the monthly base after 22 years					
	-					

PROFESSIONAL GROWTH ACTIVITIES FOR CSEA #105 CLASSIFIED EMPLOYEES

(revised 2012-2013)

Statement of Purpose

Classified employees constitute an integral part of the Temple City Unified School District. It is the policy of the Governing Board to employ the best qualified persons and to require high standards of performance in their classified assignments. The Governing Board, therefore, supports the concept of continuous, purposeful engagement of classified employees in study related activities that promote and extend the high performance standards.

Professional Growth Program

- I. Training related to a unit member's job classification, or other District positions to which the employee aspires, or which would benefit the District shall earn Professional Growth Points towards Professional Growth Awards.
- II. All permanent classified employees are eligible to enter the Professional Growth program.
- III. Professional growth credits may be achieved through participation in any of the following category of activities:

A. College Level Coursework

- 1. Unit members may take courses at a university, college, community college, adult school, trade school, online, or an institute/lecture series.
- 2. Unit members intending to take college level coursework for Professional Growth credits shall submit a request for approval on the form provided by the Personnel Office (see last page of this appendix).
- 3. If the course work is not approved as qualifying for Professional Growth units, the employee may request a meeting through the CSEA President to appeal the denial.
 - a.) The meeting will be held with a panel consisting of the Assistant Superintendent of Personnel and the President of CSEA #105.
 - b.) The meeting will be held within ten (10) days of receipt of the appeal.
 - c.) The decision of the panel is final.
- 4. Approved coursework must be completed with a "pass" grade, or "C" or better to receive credit.
 - a.) A report card or certificate of satisfactory completion will be accepted in lieu of a transcript.
- 5. Classes taken during working hours will be compensated by a combination

- of release from duties with pay and a professional growth incentive up to three
- (3) points and one-half (1/2) of the award shown thereafter.
- 6. Classes taken outside the normal working hours will be compensated as shown in the section <u>How Professional Growth Units are Compensated.</u>

B. Staff Development

- 1. The District shall provide staff development opportunities during the school year for unit members as needed to maintain the high standards of performance and to increase the skills of unit members.
- 2. Staff development may take place either within or outside the employee's regular working hours.
- 3. Sign in sheets, letters or certificates will be accepted as documentation of course / class attended for credit.

C. Special Activities

- 1. District Committees, educational conferences including webinars, and professional organizations, may also be considered for points toward awards.
- Programs may be selected from any in-service workshop offered by the District or educational conferences, including webinars, offered by professional groups.
 - a.) Verification of attendance is required and shall consist of a fee statement or registration receipt and program of activities.
- 3. Leadership service points can be earned by serving on one of the following:
 - a.) District wide committee including negotiations;
 - b.) Holding an office in a professional organization; or
 - c.) Representing Temple City Unified School District on a committee outside of the District.
 - d.) One (1) point shall be awarded for each leadership position held.
- 4. CPR Certification
 - a.) Original CPR Certification is worth one (1) point, if the course is four (4) or more hours and is certified by the Red Cross.
 - b.) Recertification credit will be based upon total number hours of instruction.
- 5. Sign in sheets, letters or certificates will be accepted as documentation of course / class attended for credit.

Professional Growth Awards

- I. An award of \$250 a year will be paid for each ten (10) professional growth points earned.
- II. Awards shall be increased in \$250 increments (as earned) up to a maximum of \$1000, or four (4) awards.
- III. Employees who have earned an award shall receive the award payable in a lump sum on a yearly basis. The award amount will be added to their salary schedule to be included with the last salary warrant issued in each subsequent fiscal year.

- IV. All documentation for professional growth activities will be held by the Personnel Office.
- V. Professional growth activities to be considered for awards must be completed during the year that they will be submitted for credit. Documentation of Professional Growth may be submitted to the Personnel Office at any time during the school year, but must be submitted by May 1 (except for college coursework that may be submitted after completion in June).
 - A. Any credit submitted after May 1 will be included in the accounting for the following school year.
 - B. After May 1, the Personnel Office will enter all approved current year points earned on the individual's Professional Growth record. The employee will receive an updated account of their accumulated points.
- VI. No employee shall lose any approved points. All points shall be carried over to be accumulated for up to \$1000 total award.
- VII. Upon retiring, the employee shall receive the yearly award earned.

Credits, Credit Values and Credit Requirements

- I. Of the ten (10) points required for each professional growth award, four (4) points **must** be in the area of coursework.
 - A. Credit courses taken at a university, college, community college, adult school, trade school, online, or an institute/lecture series will be granted one (1) professional growth credit per unit earned. (One quarter unit is equal to 2/3 professional growth unit)
 - B. Audited classes may be granted one-half (1/2) credit.
- **II.** Continuing education coursework (adult school), in-service and seminar credit taken outside the normal working hours will be calculated on the instructional hours according to the following schedule:

Instructional	
Increment Hours	Points
4	.25
8	.50
16*	1.00

^{*}Courses exceeding sixteen (16) hours will be calculated by the total number of hours. (i.e. A 24-hour course would equal 1.5 points)

III. Continuing education coursework taken during regular work hours will be paid at one-half (1/2) the above schedule.

TEMPLE CITY UNIFIED SCHOOL DISTRICT PROFESSIONAL GROWTH CREDIT APPROVAL for CSEA #105

(If not a college c	_	r or quarter unit	, workshop, or confe s, please list the nur	erence. nber of hours spent in
Date	Location	Course	Semester Units	# of Hours
1 quarter unit = 2 How does this ac benefit the distric	tivity relate to your j	iob classification	, another district pos	sition you aspire to, or
Work Site			Positi	on
Employee	Signature	-		

Information:

Approval by Personnel Office

Date:

- 1. CSEA contract calls for courses to be submitted for approval in advance.
- 2. To receive proper credit, evidence of attendance and successful completion is necessary. This may be by grade card, transcript, registration or other official certification.
- 3. Coursework must relate to the employees assignment or to a promotional opportunity assignment to be considered for professional growth.

TEMPLE CITY UNIFIED SCHOOL DISTRICT CLASSIFIED BEDSONNEL BEDSONMER BEDSONME

	C	LASSIFIED FERS	JINNEL FERFORMA	NCE REPORT	
Name:		Position:		Site:	
Check appropriate	Probationary Employee		Permanent Employee	Unscheduled Eval	uation Schedule Date:
Category:	☐ 3 months	6 months			Evaluation
JOB RATING NEED AREAS	ONLY BE G	IVEN FOR MAJOR	AREAS UNLESS SP.	ECIFIC COMMENT IS N	NEEDED FOR SUB-
PERFORMA E	NC	EXCEEDS STANDARDS	MEETS STANDARDS	REQUIRES IMPROVEMENT	UNSATISFACTORY
DIMENSIO	ONS	STANDARDS	STANDARDS	IMI KOVEMENI	
QUALITY OF WO	ORK				
Neatness					
Accuracy					
Organization					
Meets Deadlines					
KNOWLEDGE O	F WORK				
Information					
Skills					
Methods					
WORK CHARACTERIST	TICS				
Judgment					
Flexibility					
Initiative/Resour	cefulness				
Oral Communica	tion				
Discretion/Confi	dentiality				
Adaptability to S Change	tress or				
Accepts responsi	bility				
Accepts direction	1				
WORKING RELATIONS	нірс				
Teamwork					
Courtesy					
Contacts with pu	pils				
Contacts with the	e public				
Contacts with en					
DEPENDABILITY	V				
Attendance	-				
Punctuality					
PERSONAL QUA	LITIES				
Appropriate dres	S				
Attitude	_				
USE OF EQUIPM	ENT				

Operation Maintenance

Skill		
Safety		
ADDITIONAL ITEMS FOR SUPERVISORS		
Leadership		
Training/Instructions		
Evaluating		

2005-2006

1 copy to the employee, 1 copy to Personnel, 1 copy to site

APPENDIX E Name:

TEMPLE CITY UNIFIED SCHOOL DISTRICT CLASSIFIED PERSONNEL PERFORMANCE REPORT

SUMMARY RATING PROBATIONARY EMPLOYEES ONLY This employee is not eligible for ☐ Exceeds Standards Meets Standards Requires permanent status at this time. I DO ☐ Improvement* Unsatisfactory* recommend this employee be granted (*Attach Improvement Program) permanent status **I DO NOT** recommend this employee be granted permanent status. JOB PERFORMANCE STRENGTHS AND EXCEPTIONAL PERFORMANCE: JOB DEFICIENCIES OR BEHAVIORS THAT REQUIRE IMPROVEMENT OR CORRECTION: RECORD SPECIFIC GOALS FOR PROFESSIONAL GROWTH TO BE UNDERTAKEN DURING THE NEXT **EVALUATION PERIOD:** I have received and read a copy of the foregoing report and have had an opportunity to discuss it with my supervisor. My signature does not necessarily mean I agree with the evaluation. This evaluation will be placed in my personnel file. Signature of Employee Title Date Signature of Supervisor Title Date

Signature of Personnel Office	Title	
-------------------------------	-------	--

I disagree with this evaluation and intend to respond in writing. I will submit a written statement within ten (10) days to be attached to this form.

I request a review of this evaluation by the next-level administrator.

2005-2006

Date

1 copy to the employee, 1 copy to Personnel, 1 copy to site

TEMPLE CITY UNIFIED SCHOOL DISTRICT CLASSIFIED PERSONNEL IMPROVEMENT PROGRAM

Specific work performanc	e deficiencies or job behavior requiring	g improvement or correction.
Record progress achieved	in attaining previously set goals or imp	provement programs.
Record specific goals or in	nprovement programs to be undertaken	n during the next evaluation period.
Signature of Employee	Title	Date
Signature of Supervisor	Title	Date

2005-2006

APPENDIX F

TEMPLE CITY UNIFIED SCHOOL DISTRICT CLASSIFIED MENTOR APPLICATION FOR THE (year) SCHOOL YEAR

Letter of Application and Proposal Description

NAME

Years	employed in TCUSD				
Position	on				
Answe	er the following questions. Use additional pages as necessary.				
1.	Please describe your proposal for a Classified mentorship and include a timeline of implementation.				
2.	Explain how your experience and training directly relate to your proposal.				
Mei	Mentor Applications must be submitted to the Personnel Office by 4:00 p.m. Date to be inserted				

TEMPLE CITY UNIFIED SCHOOL DISTRICT CSEA - Chapter #105 EMPLOYEES BENEFIT SELECTION SHEET January 1, 2019 - December 31, 2019

PERSONNEL OFFICE ONLY
Eff. Date To Payroll
Waiver Form Rec'd.
Dep. Docs, Rec'd. Input Date
Processed By

Legal Name School/Work Location

Home City ZIP Code

Telephone Birth Date SS#

Email Job Title

TCUSD Annual Contribution: \$9000.00 towards medical, dental, vision, and life insurance Please Select ONE Medical Insurance Provider Only

MEDICAL	Employee Only		OR Dependent		OR□	Employee and 2+ Dependents			
	2.QVE.	Tenthly	Annual	SONE,	Tenthly	Annual	20NE '	Tenthly	Annual
Anthem HMO Select*		752.48	7524.84		1504.97	15049.68		1956.46	19564.56
Anthem HMO Trad.*		1054.18	10541.7 6		2108.35	21083.52		2740.86	27408.60
Blue Shield Access*		803.70	8037.00		1607.40	16074.00		2089.62	20896.20
Health Net Salud Y Mas*		427.80	4278.00		855.60	8556.00		1112.28	11122.80
Health Net SmartCare*		701.12	7011.24		1402.25	14022.48		1822.92	18229.20
Kaiser*		742.37	7423.68		1484.74	14847.36		1930.15	19301.52
PERS Choice*		785.40	7854.00		1570.80	15708.00		2042.04	20420.40
PERS Select*		504.92	5049.24		1009.85	10098.48		1312.80	13128.00
PERS Care*		1012.54	10125.3 6		2025.07	20250.72		2632.60	26325.96
United Healthcare*		803.53	8035.32		1607.06	16070.64		2089.19	20891.88

Dependent children are eligible for Medical coverage through the end of the month they turn 26.

Waive Medical Coverage Proof of Medical Coverage is Required

*THE ABOVE MEDICAL RATES DO NOT REFLECT THE 0.23% ADMINISTRATIVE FEE FROM CALPERS

DENTAL	.ΩΨΕ,	Tenthly	Annual
Delta Dental Premier (Group No: 07025) – Employee and Family Dependent children are eligible for coverage through the end of the month they turn 25.		150.00	1500.00
MetLife Dental (D-HMO) (Plan Name SG50) – Employee and Family Dependent children are eligible for coverage through the end of the month they turn 26.		50.93	509.28

Waive Dental Coverage

VISION	SONE!	Tenthly	Annual
Medical Eye Service – Employee Only		6.00	60.00
VSP – Employee Only		18.44	184.44
VSP – 2 or more Dependent children are eligible for coverage through the end of the month they turn 25.		41.39	413.88

Waive Vision Coverage □

Blue Shield Life Insurance - CPI Tenthly

SIGNATURE DATE		
Waive Life Insurance Coverage □		
Indicate number of dependents		
Employee with Dependents \$50,000 (Level Term) and \$5,000 for Dependents Eligible Dependents are spouse, and children up to age 21, or up to 23, if full-time students.	9.72	97.20
Employee with Dependents \$50,000 (Level Term) and \$5,000 for Dependents	9 72	97.20
Employee Only \$50,000 (Level Term)	9.00	90.00

Spouse is a TCUSD Employee $\hfill\Box$ Name of Spouse

Temple City Unified School District

Waiver of Coverage under the School District's Group Healthcare Plan

Employee Name:	Employee SS#	
Employee Eligibility Start Date*	Plan Year	January 1, 2019 – December 31, 2019
*This is the date that the coverage would have started had you enrol.	led in the coverage	
On behalf of myself, my spouse (if any) and my dependents (Healthcare Plan (the "Plan") offered for the following reason <i>Please select from the following all that apply:</i>		to enroll in the School District's Group
□ I have healthcare coverage through a group or indivi	idual healthcare plan outsid	e of the school district.
Carrier:I am covered by Medicaid.I am covered by Medicare.	Poli	cy number:
 I have other healthcare coverage for myself: I have other healthcare coverage for my dependents I am exempt: My dependents are exempt: I do not wish to enroll myself, my spouse (if any) or one 		(Explain.) (Explain.) (Explain.) (Explain.) (Explain.)
I acknowledge that the Plan was explained to me, including a minimum value and affordability. As a result, I, my spouse (i will not be eligible for premium tax credits or cost sharing as: I understand that if I, my spouse (if any) and/or my dependent penalty by the Internal Revenue Service. I understand that if I wish to enroll myself, my spouse (if any School District's Open Enrollment, in addition to the School Enrollment, as summarized below, must also be satisfied. Oth I understand that I have the right to apply for Coverage under Coverage. However, I have declined to enroll myself, my spot voluntarily. I have reviewed this form, understand its contents, and have p School District's Healthcare Plan, and I certify that all of the	f any), and my dependents sistance through the Health ats (if any), do not have hear (), and/or my dependents of District's requirements for nerwise, I will need to wait to the Plan and have been prouse (if any), and my dependent of the provided my answers herei	(if any) (collectively, the "Coverage") heare Exchange. helthcare coverage I may be assessed a tax he to the Plan at a time other than during my eligibility, the requirements for Special until the next Open Enrollment. heltoovided the opportunity to apply for such heldents (if any). I have made this decision he in order to waive coverage under the
Employee Signature		Date
		APPENDIX H

GLOSSARY

"Member of the immediate family" means the mother, father, grandmother, grandfather, or a grandchild of the employee or the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the employee, or any other person for who the employee must assume major responsibility /or has legal responsibility for.

Special Enrollment

If you are declining enrollment onto the school district's healthcare plan during the school district's Open Enrollment for yourself, your spouse or your dependents because of other health insurance or group health plan coverage, you may be able to enroll yourself and your dependents onto the school district's healthcare plan outside of Open Enrollment if you, your spouse or your dependents lose eligibility for that other coverage (or if the employer stops contributing towards your, your spouse's or your dependents' other coverage). However, you must request enrollment within 30 days after your, your spouse's or your dependents' other coverage ends (or after the employer stops contributing toward the other coverage).

In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself, your spouse and your dependents onto the district's healthcare plan outside of Open Enrollment. However, you must request enrollment within 30 days after the marriage, birth, adoption, or placement for adoption.