

AN AGREEMENT BETWEEN THE
CHOWCHILLA SCHOOL DISTRICT

AND THE
CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION
CHAPTER #232

July 1, 2017 – June 30, 2019

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AGREEMENT CHOWCHILLA ELEMENTARY SCHOOL DISTRICT

This is an agreement made and entered into this thirteenth day of February, 2017 between the Chowchilla Elementary School District (hereinafter referred to as "District") and the California School Employees Association, Chowchilla Chapter #232, an affiliate of CSEA (hereinafter referred to as "Association").

ARTICLE 1.0 RECOGNITION

The District confirms its recognition of the Association as the exclusive representative for classified employees of the District except those designated as Management, Confidential, or Supervisory by the District. Any dispute regarding the appropriate placement either in or out of the bargaining unit shall be referred to PERB (Public Employment Relations Board) for resolution.

ARTICLE 2.0 DISTRICT RIGHTS

- 2.1 District rights are not within the scope of negotiations and all matters not specifically enumerated as within the scope of negotiations in Government Code Section 3543.2 are reserved to the District. It is understood and agreed that the District retains all of its power and authority to direct, manage, and control to the full extent of the law.
- 2.2 The exercise of the foregoing powers, rights and authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.
- 2.3 The express provisions of this agreement constitute the only contractual limitations upon the District's rights.
- 2.4 Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the District set forth herein above, or any other rights of the District not expressly limited by the clear and explicit language of the Agreement, or arising out of or in any way connected with the effects of the exercise of any such rights, is not subject to grievance provisions set forth in

Article 3.

- 2.5** In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.

ARTICLE 3.0 GRIEVANCE PROCEDURES

3.1 DEFINITIONS

- 3.1.1** A "grievance" is defined as a statement by CSEA or a unit member who has been adversely affected by a violation of the specific provision(s) of this agreement. Other matters for which a specific method of review is provided by law, by the rules, regulations and procedures of this School District are not within the scope of this procedure.
- 3.1.2** A "day" is a day which the central administrative office of the District is open for business.
- 3.1.3** The "immediate supervisor" is the lowest level administrator or supervisor having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances.

3.2 RIGHTS

- 3.2.1** The employee shall be entitled, upon request, to representation by the Association at all grievance meetings beyond Level 1, however, the grievant must be present at each level of the grievance procedure. In situations where the Association has not been invited to represent the grievant, the District shall not agree to final resolution of the grievance until the Association has received a copy of the grievance and the proposed settlement and has been given the opportunity to file a response to the matter.
- 3.2.2** The grievant may terminate the grievance at any time by giving notice to the District. Failure to comply with time limits, to attend scheduled meetings, or to provide requested information shall be deemed a termination of the grievance by the employee.
- 3.2.3** There shall be an earnest effort on the part of both parties to settle grievances promptly through the levels listed below.

- 3.3 INFORMAL:** Before filing a formal written grievance, the grievant shall attempt to resolve it by an

informal conference with the grievant's immediate supervisor.

3.4 FORMAL:

3.4.1 LEVEL I: Within thirty (30) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present such grievance in writing to the immediate supervisor. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference and the specific remedy sought. The supervisor shall communicate a decision to the employee in writing seven (7) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level. Within the above time limits, either party may request a personal conference with the other party.

3.4.2 LEVEL II: In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision to the Superintendent or designee within seven (7) days. This statement should include a copy of the original grievance, the decision rendered and a clear, concise statement of the reasons for the appeal. Either the grievant or the Superintendent or designee may request a personal conference within the above time limits. If the Superintendent or designee does not respond within the time limits, the grievant may appeal to the next level.

3.4.3 LEVEL III: If the grievance is not sustained at Level II, the aggrieved unit member may appeal the decision to the Board of Trustees within five (5) duty days after the decision of the Superintendent or designee has been rendered and received by the grievant. The appeal shall be in writing and shall be accompanied by a copy of the grievance and decision at Levels I and II. The Board of Trustees shall meet with the unit member as a Board. All parties of Level I, II, and III shall present information, if requested by the Board. When the unit member is represented, he/she shall be present at all hearings. The Board's decision will be in writing and will set forth its findings on the issues submitted. The decision of the Board will be submitted to the CSEA and will be final and binding upon the parties of this Agreement.

3.5 CONFIDENTIALITY: In order to encourage a professional and harmonious disposition of a unit member's grievance, it is agreed that from the time a grievance is filed until it is processed through all levels of the procedure, an earnest attempt shall be made by the grievant, the Association, and the District to keep confidential the grievance and the evidence

regarding the grievance.

- 3.6 REPRISAL:** There shall not be any reprisal against a unit member for filing a grievance or assisting in the above procedure.

ARTICLE 4.0 PAYROLL DEDUCTIONS

- 4.1** The Association shall have the sole and exclusive right to District payroll deduction for membership dues for employees in the bargaining unit. The District shall pay said deducted dues to the Association within thirty (30) days thereafter.

4.2 Dues Deduction

4.2.1 The District shall deduct, in accordance with the CSEA dues and service fee schedule, dues from the wages of all employees who are or become members of CSEA on the date of the execution of this Agreement, and who have submitted dues authorization forms to the District.

4.2.2 A member of the bargaining unit who does not submit the dues deduction authorization form as described, or who cancels a previously authorized deduction authorization, shall be required to pay directly to the Association the amount stipulated.

4.3 Service Fee

4.3.1 All bargaining unit employees, within thirty (30) days of employment, shall become a member of CSEA or pay a service fee equivalent to membership dues for the duration of this Agreement not withstanding the exception of religious objection as stated in 4.3.3.

4.3.2 For a member of the bargaining unit who does not pay the Association the amount designated by the Association, the District's sole responsibility and obligation shall be to notify said employee and the unit that he/she is in violation of this Agreement.

4.3.3 Religious Objection. Any employee covered by this Agreement who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, shall not be required to join, maintain membership in or financially support any employee organization as a condition of employment except that once such employee has submitted evidence to CSEA's Legal

Department, 2045 Lindy Ave., San Jose, CA. 95131, which proves that he/she sincerely holds such beliefs. He/she will be required, in lieu of a service fee, to pay sums equal to such service fee either to a non-religious, non-labor organization or charitable fund exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code, chosen by such employee from the following list of three:

1. The American Heart Association
2. The American Cancer Society
3. Valley Children's Hospital

4.3.4 In the event that an employee revokes a dues or service fee authorization, or fails to make arrangements with CSEA for the direct payment of service fees, pursuant to Education Code Section 45168(b), the District, upon written notification from CSEA shall deduct service fees until such time as CSEA notifies the District that arrangements have been made for the payment of such fees.

4.3.5 The Association agrees to indemnify, defend, and hold the District harmless against any claim or suit instituted against the District arising from its compliance with the provisions of this Article.

ARTICLE 5.0 ASSOCIATION RIGHTS

5.1 ACCESS: Authorized Association representatives shall, in accordance with the conditions noted herein, have the right of reasonable access to District facilities for the purpose of contacting unit members and transacting lawful Association business. Upon arriving at a work site, any such representative shall first report to the site administrator or to the supervisor to announce his/her presence and the intended purpose and length of visit.

In no event shall any representative or unit member interrupt or interfere in any way with normal work. Contacts with unit members shall be, whenever possible, limited to non-duty hours such as breaks, duty-free lunch, rest periods, and before and after duty hours.

The Association may utilize District facilities outside of District operation hours for meeting purposes, subject to the provisions of the Civic Center Act.

5.2 DISTRIBUTING AND POSTING OF MATERIALS: The Association may distribute organizational literature on District property, provided it conforms to the content restriction in Section 5.4 hereof, and does not interfere in any way with District business. No person shall distribute literature on District property in a place or manner that distracts unit members who are

performing his or her duties.

Literature may be distributed or left for pick-up in coffee rooms, faculty rooms, and in other appropriate site locations as designated by the site administrator. The Association shall have the right to post notice of Association concerns (consistent with Section 5.4 hereof) on bulletin boards, at least one of which shall be maintained in each work location in an area frequented by unit members.

- 5.3 USE OF SITE MAIL BOXES:** The Association shall have reasonable use of the internal school mail system to distribute organizational material, which conforms to the content of Section 5.4, hereof, and access to the District E-mail system for the distribution of organizational materials for those employees who have access to district E-mail. It shall provide to the Superintendent a complete copy of the material to be deposited in school mailboxes.
- 5.4 CONTENT RESTRICTION:** Any literature to be distributed or posted must not be defamatory, obscene, or hold any individual to ridicule. It must be dated and must identify the person or organization responsible for its promulgation.
- 5.5 NAMES AND ADDRESSES:** The District shall, upon request of the Association, by October 15 of each school year, furnish to the Association, without charge, a list of names, addresses, and telephone numbers of all unit members. The Association agrees to use such information for internal organizational purposes only and not to disclose it to any third parties.

ARTICLE 6.0 HOURS AND OVERTIME

- 6.1 WORK WEEK:** The District shall establish the full time classified employee workweek as being forty (40) hours of work served over a five (5) day period. The Board shall designate the normal workweek as being eight (8) hours per day, Monday through Friday, with the exception of specified positions. The Board shall assign employees five (5) consecutive workdays over a seven (7) day period.
- 6.2 WORKDAY:** The length of any bargaining unit workday shall be established by the District in compliance with law for each employee relative to the needs of the District in accordance with

6.1. Employees on foggy days will receive normal compensation.

6.3 LUNCH PERIODS, REST PERIODS: The District shall establish an unpaid uninterrupted lunch period of not less than one-half (1/2) hour for each bargaining unit employee working five (5) or more consecutive hours per day. The District shall provide one (1) paid fifteen (15) minute rest period for each bargaining unit employee for each four (4) hour consecutive period worked at times approved by the immediate supervisor, but not during the first or last hour of the workday.

6.4 OVERTIME: The Board agrees to compensate bargaining unit employees at the rate of one and one-half (1-1/2) times the employee's regular rate of pay for each hour of work accomplished in excess of the eight (8) hour day or forty (40) hour work week. The sixth (6th) and seventh (7th) day and holidays designated by this Agreement shall be compensated at one and one-half (1-1/2) times the regular rate of pay for work accomplished on the sixth (6th) and seventh (7th) day and on holidays.

6.5 OVERTIME - EQUAL DISTRIBUTION: Whenever it is necessary to work overtime, such overtime shall be rotated among employees within each classification in order of seniority. A rotation list shall be established in rank order of seniority from greatest to least. If any employee accepts or rejects the assignment offered, he/she shall be moved to the bottom of the rotation list and the next employee in order shall be offered the assignment. If no employee in the classification chooses to accept the overtime assignment, the District may offer the overtime assignment to an employee outside the classification or hire a substitute employee.

ARTICLE 7.0 CONDITIONS

7.1 UNIFORMS: If the District determines that uniforms are essential for the performance of assigned tasks, the District will provide such uniforms in a manner and frequency determined by District management.

7.2 TOOLS: The District agrees to provide tools needed to perform assigned tasks.

7.3 SAFETY: The District agrees to comply with OSHA general industry standards for all of its

employees in all conditions of employment.

- 7.4 PERSONAL VEHICLE:** When an employee is required to use his/her own personal vehicle in the performance of assigned tasks, he/she shall be compensated at a per mile rate established by the Board.
- 7.5 MEALS / LODGING:** Any employee in the bargaining unit who as a result of an assignment that takes the employee away from his/her regular duties and away from the District, shall be reimbursed for actual or reasonable cost of meals and lodging, in accordance with District policy.
- 7.6 PHYSICAL EXAMINATION:** If required by the District, bus drivers who are unit employees shall take a physical examination from a District designated physician at District expense. Other employees and substitutes shall be responsible for physical examinations for licenses or permits.
- 7.7 INSERVICE TRAINING:** The District agrees to provide bargaining unit employees training in concepts of safety in compliance with state and federal regulations. Such other training opportunities, as determined by the District, shall be offered to employees on a voluntary basis outside of normal working hours.

ARTICLE 8.0 PAY ALLOWANCE AND BENEFITS

- 8.1 REGULAR RATE OF PAY:** Regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix A-1 which is attached hereto and by reference incorporated as a part of this Agreement.
- 8.1.1 ELIGIBILITY:** Employees hired after December 1989 shall receive a step advance upon completion of six (6) months of his/her probationary service and thereafter would receive their anniversary step increment commencing July 1 per Section 8.1.2.
- 8.1.2** If hire date falls between July 1 and January 1, the first step increment would occur at six (6) months and the second step increment would occur on July 1 of the next fiscal year. If hire date falls between January 2 and June 30, the first step increment would occur at six (6) months and the second step increment would occur on July 1 following completion of the next fiscal year.
- 8.1.3** Unit member employees working ten (10) calendar months shall have their salary paid in eleven (11) equal payments, excluding vacation. All unit members will be given the option of carrying

over no more than ten (10) days of vacation and/or the unused portion shall be paid to the employee each June.

8.2 LONGEVITY: The District agrees to compensate long service employees in accordance with Appendix B and described as follows:

8.2.1 Commencing with the ninth (9th) year of continual service, a regular full time unit member employee, employed seven (7) or eight (8) hours each day, five (5) days each week, four (4) weeks each month, eleven (11) and twelve (12) months each year, shall be granted thirty dollars (\$30) each month not to exceed three hundred sixty dollars (\$360) each year. Commencing each five (5) years thereafter, each full time unit member employee shall be granted an additional thirty dollars (\$30) each month not to exceed three hundred sixty dollars (\$360) each year.

8.2.2 Commencing with the ninth (9th) year of continuous service with the District, an employee working less than seven (7) hours or more than four (4) hours each day, five (5) days each week for four (4) weeks each month shall be granted twenty-five dollars (\$25) for each month not to exceed three hundred dollars (\$300) each year. Commencing with each five (5) years thereafter, each employee in the above designation shall be granted an additional twenty-five dollars (\$25) each month not to exceed three hundred dollars (\$300) each year.

8.2.3 Commencing with the ninth (9th) year of continuous service with the District, an employee working less than four (4) hours each day, five (5) days each week for four (4) weeks each month, shall be granted twenty dollars (\$20) for each month not to exceed two hundred and forty dollars (\$240) each year. Commencing with each five (5) years thereafter, each employee in the above designation shall be granted an additional twenty dollars (\$20) each month not to exceed two hundred forty dollars (\$240) year.

LESS THAN 20 HOURS PER WEEK EMPLOYEES:

8.2.4 Beginning with the 1989-90 school year, District employees who work less than four (4) hours per day and five (5) days per week shall receive an additional fifteen dollars (\$15) per month for ten (10) months which shall be paid out tenthly over the regular instructional year. Effective October 22, 1996, if an employee chooses to work four (4) hours or more per day, they will not receive the contract stipend of \$15.00 per month.

8.3 BENEFITS: Benefits provided for each employee by the District shall be as follows:

8.3.1 HEALTH-DENTAL-VISION INSURANCE:

The District will pay pro-rata insurance premiums for each regular unit member employee serving four (4) hours or more per day or twenty (20) hours or more per week, based on the hours worked. If the employee chooses to participate in the District's insurance package, the employee will pay the difference based on eight (8) hours per day.

This package shall cover the employee, spouse, and eligible dependents. Beginning September 30, 2009, the District will provide a total of \$11,266.58 towards the cost of benefits for eligible District employees. The amount of \$11,266.58 is considered a cap on the District's contribution to benefits.

8.3.2 Coverage is through SISC (Self-Insured Schools of California).

MEET AND NEGOTIATE

8.3.3 The District and the Association hereby agree that the District has the right to request to meet and negotiate with the Association, regarding the choice of health carriers, should the need to do so arise.

8.3.4 If the cost of the insurance plans change and the capped amount of \$11,266.58 is more than the amount owed by the employee for the plan they chose, the savings (difference between) monthly/yearly, minus the District's employer costs for the savings, shall be paid to the employee up to the capped amount, each month/year. Each employee who pays a percentage based on hours worked will continue to receive the full percentage of coverage of the total capped amount of \$11,266.58. Employees may make contributions thru a negotiated (IRC) Internal Revenue Code 125 plan.

ARTICLE 9.0 TRANSFERS AND FILLING VACANCIES

9.1 INVOLUNTARY: Transfers of bargaining unit members may be initiated by the District management at any time whenever such transfer is in the best interest of the District as defined by the District management. A unit member affected by such transfer shall be given notice as soon as administratively practicable. A conference will be held between the appropriate management person and the unit member in order to discuss the reasons for the transfer.

9.2 VOLUNTARY: Members of the bargaining unit may, at any time, submit to the District written requests for transfers to positions within their current classification or highly related lower classes

that are within the recognized bargaining unit. Such requests shall include class title, the number of hours the employee requests, the specific work location requested (if any), and the maximum/minimum number of months the employee is willing to work. Consideration will be given to all candidates who meet the established qualifications for the vacancy. However, given equal qualifications, the employee with seniority shall receive first consideration. The final selection is within the sole discretion of the management of the District. Denial of a transfer requested is not grievable under Article 3, although alleged procedural defects may be grieved.

- 9.3 POSTING:** District Management shall post for five (5) working days in each bargaining unit work location a list of all known bargaining unit vacancies.

ARTICLE 10.0 EMPLOYEE FILES

- 10.1** The District shall keep such employee files in a central location as necessary for the efficient management of the District.
- 10.2** An employee may review his/her personnel files and may respond to documents in the file.
- 10.3** The time taken for personnel file review shall be in addition to the employee's number of work hours per day, unless taken during free periods.
- 10.4** An employee may be granted paid release time for the purpose of responding to derogatory remarks included in his/her personnel file.
- 10.5** Employees shall have a copy of all written material in the personnel file, along with the right to have a copy of any material before being placed into his/her file.
- 10.6** All employees' records are confidential.

ARTICLE 11.0 EVALUATION

- 11.1** The District shall provide for a procedure in the evaluation of employee performance. A copy of the employee performance evaluation shall be made available to the respective employee at the time of evaluation and reviewed with the employee by the immediate supervisor. All

employee evaluations are confidential.

- 11.2** If the employee disagrees with the evaluation, he/she shall be given the opportunity of discussing it with the Superintendent. The content of any evaluation is not subject to Article 3 grievance procedure.

ARTICLE 12.0 VACATION

- 12.1 ELIGIBILITY:** Members of the CSEA bargaining unit who have completed twelve (12) months of service as a regular probationary employee or a restricted employee shall accumulate vacation at the regular rate of pay earned at the time the vacation is commenced.
- 12.2 PAID VACATION:** Vacation may, with the approval of the District Superintendent, be taken at any time during the school year. If the employee is not permitted to take his/her full annual vacation, the amount not taken shall accumulate for use in the next year or be paid for in cash, by mutual agreement between the employee and the District.
- 12.3 ACCUMULATION:** Vacation time shall be earned and accumulated at the rate of one (1) day per each month or major portion thereof worked.
- 12.3.1** For the purpose of Article 12.3, a day shall be the actual number of hours regularly assigned to an employee and worked, exclusive of overtime or work done beyond a regular workday on an irregular basis.
- 12.3.2** Commencing with the tenth (10th) year of service, each regularly employed twelve (12) month unit member shall accrue five (5) days vacation. Commencing on the fifteenth (15th) year of service, each regularly employed twelve (12) month unit member shall accrue an additional five (5) days vacation, provided the employee is regularly employed five (5) days per week, seven (7) to eight (8) hours per day, four (4) weeks per month, twelve (12) months per year and provided such service has been continuous in the District.
- 12.3.3** Less than twelve (12) months, less than eight (8) hours per day, less than forty (40) hours per week unit members shall receive the proportionate number of vacation

days as exists for full-time twelve (12) month employees. (See Appendix C)

12.3.4 Employees reaching their 10th year of service will be given the option to carry over the maximum of 15 days unused vacation left over from the previous year. It is understood that the employee will continue to determine in June of the previous fiscal year what part of their unused vacation time (not to exceed 15 days) they wish to carryover and what part of their remaining vacation time they will be paid for.

12.4 HOLIDAYS: When a holiday, as defined in this Agreement, occurs during the scheduled vacation of a bargaining unit employee, the employee shall receive pay at the regular rate of pay for the holiday and shall not be charged a vacation day for absence for this holiday.

12.5 VACATION SCHEDULING: Vacations shall be scheduled whenever possible, at times requested by the bargaining unit employee. All vacation periods will be subject to the approval of the District.

12.6 VACATION PAY UPON TERMINATION: When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay and rolled over unused vacation earned and accumulated up to and including the effective date of the termination if employed for more than six (6) months continuously in the District.

12.7 VACATION PAY UPON VOLUNTARY SEPARATION: When an employee in the bargaining unit voluntarily separates from the district for any reason, he/she shall be entitled to all vacation pay and rolled over unused vacation earned and accumulated up to and including the effective date of the separation if employed for more than six (6) months continuously in the District.

ARTICLE 13.0 HOLIDAYS

13.1 The Board agrees to provide all employees in the bargaining unit with the following paid holidays:

Independence Day	Martin Luther King, Jr.'s Birthday
Labor Day	Lincoln's Birthday
Veterans Day	President's Day
Thanksgiving Day	Fair Day (In lieu of Admissions Day)
Board Holiday (day after Thanksgiving)	Friday of Spring Recess
Christmas Day	Memorial Day
New Year's Day	

- 13.2 HOLIDAY ELIGIBILITY:** A bargaining unit member shall be in a paid status on the work-day immediately preceding or succeeding the holiday in order to be paid for the holiday.
- 13.3** Full time regularly employed unit members shall be granted paid vacation for the workday preceding or following Christmas Day and New Year's Day, as the calendar may apply, and the Friday preceding Easter Sunday, provided the employee is in paid status and his/her work schedule includes being on duty during Christmas Recess and Easter Recess.
- 13.4** Unit member employees working on the last day prior to Christmas Recess or the first day after Christmas Recess shall be paid their regular rate of pay for Christmas Day and New Year's Day.

ARTICLE 14.0 LEAVE PROVISIONS

- 14.1 PERSONAL ILLNESS AND INJURY LEAVE:** Full time unit members shall be entitled to one (1) day leave with full pay for each month worked for purposes of personal illness or injury. Unit members who work less than full time shall be entitled to that portion of the leave as the number of hours per week of scheduled duty relates to the number of hours for a full time unit member in a comparable position.
- 14.1.1** After all earned leave as set forth in 14.1 above is exhausted, additional non-accumulated leave shall be available for a period not to exceed five (5) school months, provided that the provisions of 14.1.3 below are met. The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave, or, if no substitute is employed, the amount which

would have been paid to a substitute. The five (5) month period shall begin on the tenth (10th) day of absence due to illness or injury.

- 14.1.2** If a unit member does not utilize the full amount of leave as authorized in Section 14.1 in any school year, the amount not utilized shall be accumulated from year to year.
- 14.1.3** Upon request by District management, a unit member may be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work. A unit member shall not return to work until he/she submits a medical doctor's authorization to return to work.
- 14.1.4** If a unit member does not use any sick leave days during the school year, the unit member will receive one (1) bonus vacation day to be used in the following year which may be used with normal scheduling requirements.
- 14.1.5** Whenever possible, a unit member must call the supervisor as soon as the need to be absent is known, but in no event less than one (1) hour prior to the start of the work day to permit the employer time to secure a substitute. Failure to provide adequate notice shall be grounds for denial of leave, or pay, or other disciplinary action.
- 14.1.6** A unit member who is absent for one half (1/2) hour or less shall have deducted one half (1/2) hour from their accumulated leave. If the absence exceeds more than one half (1/2) hour, a full hour shall be deducted from their accumulated leave.
- 14.1.7** A unit member shall not be allowed to return to work and shall be placed on sick leave or difference pay or on leave without pay if the employee fails to notify the District of the employee's intent to return to work at least two (2) hours prior to the close of the preceding workday if such failure results in a substitute being secured.
- 14.1.8** Each unit member shall be notified of his/her accumulated sick leave no later than October 1 of each school year.

14.2 PERSONAL NECESSITY LEAVE

- 14.2.1** Leave which is credited in Section 14.1 of this Article may be used, at the unit member's election, for purposes of personal necessity provide that use of such personal necessity leave does not exceed seven (7) days in any school year.
- 14.2.2** For purposes of this provision, personal necessity shall be limited to: (a) family or personal crisis; (b) death or serious illness of a member of the unit member's immediate family as defined in Section 14.3.2 herein; (c) an accident which is unforeseen

involving the unit member's immediate family; (d) or other personal necessities which are allowed at the discretion of the Superintendent or designee provided that under no circumstances shall leave be available for purposes of personal convenience, or for the extension of a holiday, or a vacation period, or matters which can be taken care of outside the work hours, or for recreational activities.

14.2.3 Before the utilization of personal necessity leave, a unit member shall, when possible, notify the appropriate supervisor except for cases (a) and (b) in Section 14.2.2 above. Should the circumstances outlined in (a) and (b) arise, the employee shall make very effort to comply with District procedures to enable the District to secure a substitute.

14.2.4 Under all circumstances, a unit member shall verify, in writing, that personal necessity leave was used only for purposes stipulated.

14.3 BEREAVEMENT LEAVE

14.3.1 A unit member shall be entitled to a maximum of three (3) days leave of absence, or five (5) days leave of absence if out-of-state travel is required, without loss of salary on account of the death of any member of the immediate family.

14.3.2 For purposes of this provision, an immediate family member shall be limited to mother, father, grandmother, grandfather, a grandchild of the employee or of the spouse of the employee, spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the employee or any relative living in the immediate household of the employee; and such close relations as can be identified to the Superintendent.

14.4 LEAVE FOR PREGNANCY DISABILITY

14.4.1 Unit members are entitled to use sick leave as set forth in 14.1 and 14.1.1 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom, on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for childcare, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician. However, District management may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the

District.

14.4.2 Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom, when sick leave, as set forth in Section 14.1 and Section 14.1.1 has been exhausted. The date on which the employee shall resume duties shall be determined by the unit member on leave and the unit member's physician. However, ~~the~~ District management may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the District.

14.4.3 The unit member on leave for pregnancy disability shall be entitled to return to a position for which the member is qualified.

14.5 INDUSTRIAL ACCIDENT LEAVE

14.5.1 Unit members will be entitled to paid industrial accident leave according to provisions in Education Code Section 45208 for personal injury which has qualified for Workers' Compensation under the provisions of the Self Insured Schools of California (SISC I).

14.5.2 Such leave shall not exceed sixty (60) days, during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District, in any one (1) fiscal year, for the same industrial accident.

14.5.3 The District has the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

14.5.4 For any days of absence from duty, as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check from the Self Insured Schools of California (SISC I) which would make the total compensation from both sources exceed one hundred percent (100%) of the amount the unit member would have received as salary had there been no industrial accident or illness.

14.5.5 If the unit member fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness, as provided above, the District shall deduct from the unit member's salary warrant the amount of

such disability indemnity actually paid to the unit member.

14.5.6 Industrial accident or illness leave is to be used in-lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may be used. If however, an employee is still receiving temporary disability payments under the Self Insured Schools of California (SISC I) at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only a portion of his/her accumulated and available normal sick leave and vacation leave, which, when added to workers' compensation awards, provides for a day's pay at his/her regular rate of pay.

14.6 JUDICIAL LEAVE

14.6.1 Unit members will be provided leave for regularly called jury duty and to appear as a witness in court, other than as a litigant, for reasons not brought through the connivance or misconduct of the unit member. The unit member shall submit a written request for an approved absence immediately upon receipt of such written call as juror or witness.

14.6.2 The unit member, while serving jury duty, will receive pay in the amount of the difference between the unit member's regular earnings and any amount received for jury services not to include meals and mileage.

14.7 OTHER LEAVES WITHOUT PAY

14.7.1 Upon recommendation of the Superintendent and approved by the Board of Trustees, leave without compensation, increment or seniority credit may be granted for a period of one (1) school year for the following purposes (a) care of a member of the immediate family who is ill, (b) long-term illness of the unit member, and (c) service in an elected public office or public service.

14.7.2 The employee seeking an approved personal leave of absence shall submit a written request to the Superintendent, including the reasons and the supporting information related to the request as well as the duration and the length of the requested leave.

14.8 CATASTROPHIC ILLNESS LEAVE

14.8.1 An employee who is, or whose family member, as defined in Article 14.3.2, is suffering from a catastrophic illness or injury may request donations of accrued sick leave credits (hours) under the catastrophic leave program.

- 14.8.2 “Catastrophic illness” or “injury” means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee’s family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off.
- 14.8.3 Upon requesting donations under this program, the employee shall provide verification of the catastrophic injury or illness. Verification shall be made by means of a letter, dated and signed by the sick or injured person’s physician, indicating the incapacitating nature and probable duration of the illness or injury.
- 14.8.4 The Superintendent and CSEA Chapter President or designees shall determine:
- a) That the employee is unable to work due to the employee’s or his/her family member’s catastrophic illness or injury, and
 - b) That the employee has exhausted all accrued paid leave credits.
- 14.8.5 When the above verification and determinations are made, the Board may approve the transfer of accrued sick leave credits.
- 14.8.6 The Superintendent or designee shall inform employees of the means by which donations may be made in response to the employee’s request.
- 14.8.7 Any employee, upon written notice to the District, may donate accrued sick leave credits to the requesting employee at a minimum of one (1) workday and full workday increments thereafter. Donating employees must maintain at least one year’s sick leave accrual in their individual sick leave account. All transfers of eligible leave credit shall be irrevocable once the donation is credited to the receiving employee’s leave account.
- 14.8.8 Benefiting employees may use donated leave credits for up to a maximum of six (6) consecutive months.
- 14.8.9 An employee who receives donated leave pursuant to this program shall use any and all leave credits he/she continues to accrue on a monthly basis before receiving the donated leave.
- 14.8.10 The Superintendent or designee shall ensure that all donations are kept confidential.

14.9 LIMITATIONS: The benefits which are expressly provided by Article 14 are the sole

benefits which are part of this collective agreement.

ARTICLE 15.0 LAYOFF

- 15.1** The District agrees to comply with Education Code Sections and other applicable code sections with corresponding decisions of courts of appropriate jurisdiction. The District agrees to meet with the Association prior to any layoff action.
- 15.2** Seniority for classified personnel in the Chowchilla Elementary School District shall be determined by date of hire.

ARTICLE 16.0 NONDISCRIMINATION

The District shall not, in administering the Articles of this Agreement, discriminate against any unit member because of race, color, religion, age, sex, marital status, ethnic origin or lawful political affiliations or for membership or non-membership or participation in lawful activities of an employee organization.

ARTICLE 17.0 SAVINGS PROVISIONS

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

ARTICLE 18.0: CONCERTED ACTIVITIES

It is agreed and understood that CSEA will not initiate a strike, work stoppage, slow down, or refusal or failure to fully and faithfully perform job functions and responsibilities, over negotiations/negotiable issues until completion of impasse and fact-finding during the term of this Agreement.

ARTICLE 19.0 EFFECT OF AGREEMENT

This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements both written and oral. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

ARTICLE 20.0 COMPLETION OF MEET AND NEGOTIATION

During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate unless mutually agreed upon by both parties and agrees that the District shall not be obligated to meet with and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

ARTICLE 21.0 COMPENSATION

It is agreed by and between the District and CSEA that the “Piece of the Pie” calculation, as applied to the LCFF net change from the previous year’s base revenue, exclusive of supplemental and concentration funds, shall be distributed per CSEA’s discretion.

ARTICLE 22.0 TERM & REOPENERS

This Agreement shall remain in full force and effect up from July 1, 2016 through June 30, 2020 and thereafter shall be in effect unless one of the parties notifies the other, in writing, no later than March 15, 2020, of its request to modify, amend or terminate this Agreement. On a yearly basis, either party may open two (2) articles during the term of this Agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed on the day indicated below

CHOWCHILLA CHAPTER #232 CSEA:

CHOWCHILLA ELEMENTARY
SCHOOL DISTRICT:

KEY TO SALARY SCHEDULE**APPENDIX A**

RANGE	CLASSIFICATION
6	Bus Washer
6	Instructional Aide-EMHI
7	Cook's Helper/Server
7	Crossing Guard
7	Student Supervision
8	Instructional Aide & Instr. Bilingual Aide
8	Custodian Helper
10	Grounds Helper
11	Office Aide
11	Library Aide
11	Opportunity Room Aide
11	Computer Lab Aide
11	Behavior Support Specialist
13	Instructional Media-Center Clerk
13	Cook
15	Community Service Aide
16	Library Media Technician II
17	Clerks - General & Cafeteria
17B	Clerk – Bilingual
17/27	District Secretary/Clerk/Reprographics/Special Ed./Developer Fees
18	Custodian / Custodian/Maintenance, Utility
21	Groundsman
21	Head Custodian
21	Head Cook
23	Maintenance and Warehouse
24	PC Technician
27	Secretary – School
27	Secretary – Categorical Projects
27	Secretary – English Acquisition
27	Secretary -- Transportation
29	Licensed Vocational Nurse
30	Bus Driver
32	M.O.T. Secretary/Dispatcher
32	Lead Bus Driver
33	Nutrition Specialist
34	Mechanic
34	Maintenance Specialist

APPENDIX A-1

Classification	Range	Step-1	Step-2	Step-3	Step-4	Step-5	Step-6
Instructional Aide-EMHI	6	\$ 11.93	\$ 12.66	\$ 13.42	\$ 14.19	\$ 14.89	\$ 15.65
Cook's Helper/Server Student Supervision Crossing Guard	7	\$ 12.37	\$ 13.06	\$ 13.81	\$ 14.55	\$ 15.29	\$ 16.06
Custodian Helper, Bus Washer Instructional Aide	8	\$ 12.66	\$ 13.42	\$ 14.19	\$ 14.89	\$ 15.65	\$ 16.39
Grounds Helper I	9	\$ 13.06	\$ 13.81	\$ 14.55	\$ 15.29	\$ 16.06	\$ 16.85
	10	\$ 13.42	\$ 14.19	\$ 14.89	\$ 15.65	\$ 16.39	\$ 17.19
Office Aide, Health Aide Instructional Aide-Library Opportunity Room/Office Asst. Computer Lab Aide Behavior Support Specialist	11	\$ 13.81	\$ 14.55	\$ 15.29	\$ 16.06	\$ 16.85	\$ 17.55
	12	\$ 14.19	\$ 14.89	\$ 15.65	\$ 16.39	\$ 17.19	\$ 17.89
Instr. Media Center Clerk Cook	13	\$ 14.55	\$ 15.29	\$ 16.06	\$ 16.85	\$ 17.55	\$ 18.33
Grounds Helper II	14	\$ 14.89	\$ 15.65	\$ 16.39	\$ 17.19	\$ 17.89	\$ 18.66
Community Service Aide	15	\$ 15.29	\$ 16.06	\$ 16.85	\$ 17.55	\$ 18.33	\$ 19.06
Library/Media Technician II	16	\$ 15.65	\$ 16.39	\$ 17.19	\$ 17.89	\$ 18.66	\$ 19.39
Clerks- General & Cafeteria	17	\$ 16.06	\$ 16.85	\$ 17.55	\$ 18.33	\$ 19.06	\$ 19.81
Clerk-Bilingual	17B	\$ 16.87	\$ 17.67	\$ 18.42	\$ 19.22	\$ 20.02	\$ 20.78
Custodian/Maintenance/Utility	18	\$ 16.39	\$ 17.19	\$ 17.89	\$ 18.66	\$ 19.39	\$ 20.16
	19	\$ 16.85	\$ 17.55	\$ 18.33	\$ 19.06	\$ 19.81	\$ 20.52
	20	\$ 17.19	\$ 17.89	\$ 18.66	\$ 19.39	\$ 20.16	\$ 20.88
Head Custodian Head Cook Groundsman	21	\$ 17.55	\$ 18.33	\$ 19.06	\$ 19.81	\$ 20.52	\$ 21.34
	22	\$ 17.89	\$ 18.66	\$ 19.39	\$ 20.16	\$ 20.88	\$ 21.66
Maintenance & Warehouse	23	\$ 18.33	\$ 19.06	\$ 19.81	\$ 20.52	\$ 21.34	\$ 22.09
PC Technician	24	\$ 18.66	\$ 19.39	\$ 20.16	\$ 20.88	\$ 21.66	\$ 22.42
	25	\$ 19.06	\$ 19.81	\$ 20.52	\$ 21.34	\$ 22.09	\$ 22.82
	26	\$ 19.39	\$ 20.16	\$ 20.89	\$ 21.66	\$ 22.42	\$ 23.19
Secretary	27	\$ 19.81	\$ 20.52	\$ 21.34	\$ 22.09	\$ 22.82	\$ 23.59
	28	\$ 20.16	\$ 20.77	\$ 21.66	\$ 22.42	\$ 23.19	\$ 23.91
Licensed Vocational Nurse	29	\$ 20.67	\$ 21.58	\$ 22.56	\$ 23.65	\$ 24.82	\$ 25.08
Bus Driver	30	\$ 20.88	\$ 21.66	\$ 22.42	\$ 23.19	\$ 23.91	\$ 24.68
	31	\$ 21.29	\$ 22.03	\$ 22.86	\$ 23.60	\$ 24.33	\$ 25.11
MOT Secretary/Dispatcher, Lead Bus Driver	32	\$ 21.64	\$ 22.40	\$ 23.21	\$ 23.98	\$ 24.73	\$ 25.50
Nutrition Specialist	33	\$ 22.00	\$ 22.79	\$ 23.60	\$ 24.38	\$ 25.14	\$ 25.94
Mechanic, Lead Driver/Trainer Maintenance Specialist	34	\$ 22.38	\$ 23.20	\$ 24.03	\$ 24.83	\$ 25.62	\$ 26.41
	35	\$ 22.77	\$ 23.57	\$ 24.43	\$ 25.21	\$ 26.00	\$ 26.81
	36	\$ 23.15	\$ 23.99	\$ 24.86	\$ 25.68	\$ 26.48	\$ 27.29
	37	\$ 23.60	\$ 24.41	\$ 25.26	\$ 26.08	\$ 26.92	\$ 27.77
	38	\$ 23.95	\$ 24.82	\$ 25.70	\$ 26.55	\$ 27.39	\$ 28.24
	39	\$ 24.41	\$ 25.26	\$ 26.18	\$ 27.05	\$ 27.85	\$ 28.76
	40	\$ 24.85	\$ 25.75	\$ 26.65	\$ 27.54	\$ 28.38	\$ 29.30

Employees working less than 4 hours per day and 5 days per week shall receive an additional \$15 per month which shall be paid out tenthly over the regular instructional year. (See Appendix B)

APPENDIX A-2

PLACEMENT

1.0 DEFINITIONS

- Step 1 Probationary personnel shall complete six (6) months of service before moving to Step 2.
- Step 2 Probationary personnel who have completed six (6) months of satisfactory probationary service.
- Step 3 Regular personnel who have completed six (6) months of their probationary period, Step 1, and one (1) full year of service, Step 2.
- Step 4 Regular personnel who have completed the six (6) months probationary period, Step 1, one (1) year service, Step 2, and one (1) year service Step 3.
- Step 5 Regular personnel who have completed all the steps Step 1 through Step 4 having completed three (3) years six (6) months of service.
- Step 6 Regular personnel who have completed all the steps Step 1 through Step 5 having completed four (4) years six (6) months of service.
(Step 6 commenced with 2000/2001 school year).
- Range 6-30 Range is determined by classification of position.

2.0 INITIAL PLACEMENT

No newly employed unit member shall be initially placed beyond Step 3 of the salary schedule. Any placement beyond Step 1 shall be by approval of the Superintendent

3.0 CHANGE OF RANGE PLACEMENT

When an employee meets the criteria for changing position (classification) to an open higher range placement, he/she shall realize no more than a 5% salary increase on the initial move from one range to another or shall be placed on the first step of that range.

APPENDIX B

Employees > 7-8 hours, 5 days week, 4 weeks per month
Position Month

	Dollar	9	10	11	12
Year	Increment	Month	Month	Month	Month
09	\$ 30	\$ 270	\$ 300	\$ 330	\$ 360
14	\$ 60	\$ 540	\$ 600	\$ 660	\$ 720
19	\$ 90	\$ 810	\$ 900	\$ 990	\$ 1,080
24	\$ 120	\$ 1,080	\$ 1,200	\$ 1,320	\$ 1,440
29	\$ 150	\$ 1,350	\$ 1,500	\$ 1,650	\$ 1,800

Employees < 7 hours but > 4 hours per day, 5 days week, 4 weeks per month
Position Month

	Dollar	9	10	11	12
Year	Increment	Month	Month	Month	Month
09	\$ 25	\$ 225	\$ 250	\$ 275	\$ 300
14	\$ 50	\$ 450	\$ 500	\$ 550	\$ 600
19	\$ 75	\$ 675	\$ 750	\$ 825	\$ 900
24	\$ 100	\$ 900	\$ 1,000	\$ 1,100	\$ 1,200
29	\$ 125	\$ 1,125	\$ 1,250	\$ 1,375	\$ 1,500

Employees < 4 hours per day, 5 days week, 4 weeks per month
Position Month

	Dollar	9	10	11	12
Year	Increment	Month	Month	Month	Month
09	\$ 20	\$ 180	\$ 200	\$ 220	\$ 240
14	\$ 40	\$ 360	\$ 400	\$ 440	\$ 480
19	\$ 60	\$ 540	\$ 600	\$ 660	\$ 720
24	\$ 80	\$ 720	\$ 800	\$ 880	\$ 960
29	\$ 100	\$ 900	\$ 1,000	\$ 1,100	\$ 1,200

APPENDIX C-1

Confidential Management

<u>Position Month</u>	<u>Position Hour</u>	<u>Annual PN</u>	<u>Annual SL</u>	<u>Annual VAC</u>	<u>Vac Hours Per Month</u>	<u>Annual 10 Yr</u>	<u>Mthly Accrual 10 Yr</u>	<u>Annual 15 Yr</u>	<u>Mthly Accrual 15 Yr</u>
12	8.00	56	96	136.00	11.33	176.00	14.67	216.00	18.00
12	7.50	53	90	128.00	10.63	165.00	13.75	202.50	16.88
11	8.00	56	88	128.00	11.64	164.67	14.97	201.33	18.30
10	8.00	56	80	120.00	12.00	153.33	15.33	186.67	18.67

All Classified Employees

<u>Position Month</u>	<u>Position Hour</u>	<u>Annual PN</u>	<u>Annual SL</u>	<u>Annual VAC</u>	<u>Vac Hours Per Month</u>	<u>Annual 10 Yr</u>	<u>Mthly Accrual 10 Yr</u>	<u>Annual 15 Yr</u>	<u>Mthly Accrual 15 Yr</u>
12	3.00	21	36	36.00	3.00	51.00	4.25	66.00	5.50
12	3.50	25	42	42.00	3.50	59.50	4.96	77.00	6.42
12	3.75	26	45	45.00	3.75	63.75	5.31	82.50	6.88
12	3.92	27	47	47.04	3.92	66.64	5.55	86.24	7.19
12	4.00	28	48	48.00	4.00	68.00	5.67	88.00	7.33
12	4.50	32	54	54.00	4.50	76.50	6.38	99.00	8.25
12	5.00	35	60	60.00	5.00	85.00	7.08	110.00	9.17
12	5.50	39	66	66.00	5.50	93.50	7.79	121.00	10.08
12	5.75	40	69	69.00	5.75	97.75	8.15	126.50	10.54
12	6.00	42	72	72.00	6.00	102.00	8.50	132.00	11.00
12	6.25	44	75	75.00	6.25	106.25	8.85	137.50	11.46
12	6.50	46	78	78.00	6.50	110.50	9.21	143.00	11.92
12	6.92	48	83	83.04	6.92	117.64	9.80	152.24	12.69
12	7.00	49	84	84.00	7.00	119.00	9.92	154.00	12.83
12	7.09	50	85	85.08	7.09	120.67	10.04	155.98	13.00
12	7.16	50	86	85.92	7.16	121.72	10.14	157.52	13.13
12	7.50	53	90	90.00	7.50	127.50	10.63	165.00	13.75
12	8.00	56	96	96.00	8.00	136.00	11.33	176.00	14.67

<u>Position Month</u>	<u>Position Hour</u>	<u>Annual PN</u>	<u>Annual SL</u>	<u>Annual VAC</u>	<u>Vac Hours Per Month</u>	<u>Annual 10 Yr</u>	<u>Mthly Accrual 10 Yr</u>	<u>Annual 15 Yr</u>	<u>Mthly Accrual 15 Yr</u>
11	3.00	21	33	33.00	3.00	46.75	4.25	60.50	5.50
11	3.50	25	39	38.50	3.50	54.54	4.96	70.58	6.42
11	4.00	28	44	44.00	4.00	62.33	5.67	80.67	7.33
11	4.50	32	50	49.50	4.50	70.13	6.38	90.75	8.25
11	5.00	35	55	55.00	5.00	77.92	7.08	100.83	9.17
11	5.50	39	61	60.50	5.50	85.71	7.79	110.92	10.08
11	6.00	42	66	66.00	6.00	93.50	8.50	121.00	11.00
11	6.50	46	72	71.50	6.50	101.29	9.21	131.08	11.92
11	7.00	49	77	77.00	7.00	109.08	9.92	141.17	12.83
11	7.50	53	83	82.50	7.50	116.88	10.63	151.25	13.75
11	8.00	56	88	88.00	8.00	124.67	11.33	161.33	14.67

APPENDIX C-1 Continued

<u>Position Month</u>	<u>Position Hour</u>	<u>Annual PN</u>	<u>Annual SL</u>	<u>Annual VAC</u>	<u>Vac Hours Per Month</u>	<u>Annual 10 Yr</u>	<u>Mthly Accrual 10 Yr</u>	<u>Annual 15 Yr</u>	<u>Mthly Accrual 15 Yr</u>
10	3.00	21	30.0	30.00	3.00	42.50	4.25	55.00	5.50
10	3.50	25	35.0	35.00	3.50	49.58	4.96	64.17	6.42
10	3.75	26	37.5	37.50	3.75	53.10	5.31	68.80	6.88
10	3.92	27	39.2	39.20	3.92	55.50	5.55	71.90	7.19
10	4.00	28	40.0	40.00	4.00	56.67	5.67	73.33	7.33
10	4.50	32	45.0	45.00	4.50	63.75	6.38	82.50	8.25
10	5.00	35	50.0	50.00	5.00	70.83	7.08	91.67	9.17
10	5.50	39	55.0	55.00	5.50	77.92	7.79	100.83	10.08
10	5.75	40	57.5	57.50	5.75	81.50	8.15	105.40	10.54
10	6.00	42	60.0	60.00	6.00	85.00	8.50	110.00	11.00
10	6.25	44	62.5	62.50	6.25	88.50	8.85	114.60	11.46
10	6.50	46	65.0	65.00	6.50	92.08	9.21	119.20	11.92
10	6.92	48	69.2	69.20	6.92	98.00	9.80	126.90	12.69
10	7.00	49	70.0	70.00	7.00	99.17	9.92	128.33	12.83
10	7.03	49	70.3	70.30	7.09	99.62	9.96	128.94	12.89
10	7.16	50	71.6	71.60	7.16	101.40	10.14	131.30	13.13
10	7.50	53	75.0	75.00	7.50	106.25	10.63	137.50	13.75
10	8.00	56	80.0	80.00	8.00	113.33	11.33	146.67	14.67

<u>Position Month</u>	<u>Position Hour</u>	<u>Annual PN</u>	<u>Annual SL</u>	<u>Annual VAC</u>	<u>Vac Hours Per Month</u>	<u>Annual 10 Yr</u>	<u>Mthly Accrual 10 Yr</u>	<u>Annual 15 Yr</u>	<u>Mthly Accrual 15 Yr</u>
9	3.00	21	27	27.00	3.00	38.25	4.25	49.50	5.50
9	3.50	25	32	31.50	3.50	44.63	4.96	57.75	6.42
9	3.58	25	32	32.22	3.58	45.65	5.07	59.07	6.56
9	3.75	26	34	33.75	3.75	47.81	5.31	61.88	6.88
9	3.83	27	34	34.47	3.83	48.83	5.43	63.20	7.02
9	3.92	27	35	35.28	3.92	49.98	5.55	64.68	7.19
9	4.25	30	38	38.25	4.25	54.19	6.02	70.13	7.79
9	4.42	31	40	39.78	4.42	56.36	6.26	72.93	8.10
9	4.58	32	41	41.22	4.58	58.40	6.49	75.57	8.40
9	4.75	33	43	42.75	4.75	60.56	6.73	78.38	8.71
9	5.00	35	45	45.00	5.00	63.75	7.08	82.50	9.17
9	5.25	37	47	47.25	5.50	66.94	7.44	86.63	9.63
9	5.50	39	50	49.50	5.50	70.13	7.79	90.75	10.08
9	5.75	40	52	51.75	5.75	73.31	8.15	94.88	10.54
9	5.92	41	53	53.28	5.92	75.48	8.39	97.68	10.85
9	6.00	42	54	54.00	6.00	76.50	8.50	99.00	11.00
9	6.50	46	59	58.50	6.50	82.88	9.21	107.25	11.92
9	6.75	47	61	60.75	6.75	86.06	9.56	111.38	12.38
9	6.92	48	62	62.28	6.92	88.23	9.80	114.18	12.69
9	7.00	49	63	63.00	7.00	89.25	9.92	115.50	12.83
9	7.34	51	66	66.06	7.34	93.59	10.4	121.11	13.46
9	7.42	52	67	66.78	7.42	94.61	10.51	122.43	13.60
9	7.50	53	68	67.50	7.50	95.63	10.63	123.91	13.75
9	7.92	55	71	71.28	7.92	100.98	11.22	130.68	14.52
9	8.00	56	72	72.00	8.00	102.00	11.33	132.00	14.67

**MEMORANDUM OF UNDERSTANDING BETWEEN
CHOWCHILLA SCHOOL DISTRICT and
CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION CHAPTER 232**

In accordance with Education Code section 45330 and the federal No Child Left Behind Act of 2001, all Classified employees employed by the Chowchilla School District, providing direct instructional support to students prior to January 8, 2002, shall meet one of the following requirements by January 8, 2006. A Classified employee as described above, hired January 8, 2002 or later, must meet one of these requirements upon hire.

- 1 Completion of at least two years of study at an institution of higher learning. Two years of study means the equivalent of full-time study (12 units) per semester, for a total of 48 credit hours (units). An institution of higher learning is one that provides an educational program for which the institution awards a bachelor's degree or provides not less than a two-year program that is acceptable for full credit toward such a degree. Courses of study pursued in the two years of study should enable the paraprofessional to demonstrate knowledge of and the ability to assist in instructing reading, writing and math or in school readiness.
- 2 Possession of an associate's degree or higher.
- 3 Passage of a local assessment, which meets the requirements of the federal No Child Left Behind Act of 2001. The Instructional Aide test previously utilized by the District in accordance with Education Code section 45344.5 has been determined to not meet the requirements of the No Child Left Behind Act of 2001.

Chowchilla School District will notify the above-described classified employee of the requirements of Education code section 45330 at the beginning of each school year through September, 2005.

Chowchilla School District will gather information from the above-described classified employee to determine their qualifications and compliance with Education Code and the No Child Left Behind Act. Information will be provided to classified employee to help them meet those requirements, such as upcoming Paraprofessional test dates, available college courses, etc.

Chowchilla School District will monitor the progress of the above-described classified employee in meeting these requirements with the goal of having 100% compliance by January 8, 2006.

Local Assessment

The local assessment that will be used is the Paraprofessional test developed by the Cooperative Organization for the Development of Employee Selection Procedures (CODESP). Unless CODESP regulations otherwise prohibit it, a local CSEA chapter officer and a Labor Relations Representative will be given access to review the Paraprofessional test and study materials upon request and under the supervision of those persons listed on the CODESP Security Agreement. Due to the provisions of the Security Agreement, the test document cannot be copied or released.

The professional test will be given a minimum of two (2) times per year on dates and at locations specified

by the Madera County Office of Education.

Chowchilla School District will provide Classified employees who are registered to take the test with CODESP study materials.

Classified employees who do not pass the test may register to retake the test at the next testing date Incorrect responses to test questions will be made available to the test taker by the Madera County Office of Education Personnel Department staff upon request Personnel staff cannot disclose correct responses to test questions

Notification to CSEA

CSEA will be given a list of all paraprofessionals who have met the criteria to be considered *Highly Qualified*

CSEA will be given a status list of those paraprofessionals who have not yet met the criteria to be considered *Highly Qualified*.

Dated: 11/01/04

For the Chowchilla Elementary School District:

Duncan B. Hobbs

Date: 11/01/04

For CSEA:

Marsha K. Griffin

Date: 11/01/04

APPENDIX E

ADDENDUM TO ARTICLE 21 – COMPENSATION

A. “Piece of the Pie” Formula

The “Piece of the Pie” formula guarantees each employee group a percentage of new monies generated from the net change from the previous year’s base revenue, exclusive of supplemental and concentration funds, on the State approved Local Control Funding formula as applied by the prior year’s spring attendance numbers. Each group’s percentage is based upon their percentage of all groups. Once each groups share is calculated, then any statutory cost increase such as step movement is subtracted from their share to arrive at the dollars that the group can choose how they want it applied as long as the salary schedule remains competitive.