

# **FORESTVILLE UNION SCHOOL DISTRICT**

## **MASTER CONTRACT**

JULY 1, 2023 TO JUNE 30, 2024

*Between.*

Forestville Union School District

*And*

The Forestville Chapter #201 of  
The California School Employees Association

Ratified by CSEA Chapter #201 and District  
Ratified by Board of Trustees

FORESTVILLE UNION SCHOOL DISTRICT  
 MASTER CONTRACT  
 FORESTVILLE CHAPTER #201 OF TI-IE  
 CALIFORNIA SCHOOL EMPLOYEES  
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## **PREAMBLE**

This agreement made and entered on the 7th day of January, 1997 by and between Forestville Union School District ("District") and the California School Employees Association and its Forestville Chapter No. 201 ("CSEA").'

ARTICLE 1  
**RECOGNITION**

- 1.1 The District recognizes CSEA as the exclusive representative for the employees in the classified unit.
- 1.2 The classified unit consists of employees listed in Exhibit A of this agreement.
- 1.3 This agreement applies only to employees in the above-described representation unit.
- 1.4 The bargaining unit may be revised by mutual agreement of the District and CSEA subject to appropriate PERB rules.

ARTICLE 2  
CLASSIFIED EMPLOYEE ORGANIZATION

2.1 ORGANIZATIONAL SECURITY

It is the express intention of the parties that the provisions of this Article balance the rights of individual employees, as referenced in Government Code sections 3543 and 3546, and the right of the CSEA, the exclusive representative to create Organizational Security.

2.1.1 Rights and Privileges of CSEA

The following services are provided for CSEA

- a. Use of school mail and bulletin boards for Association communications.
- b. Reasonable access to employees at their place of assignment when such access will not interfere with assigned duties of employees.
- c. Permission to use school facilities, when not otherwise used for educational purposes, without charge, for CSEA meetings, subject only to submission of the standard application of the Civic Center permit in accordance with the District rules and regulations.
- d. Furnishing to CSEA by District, non-confidential information relating to employee-employer relations, salaries, budget, District finance and other data appropriately of interest and concern to CSEA.
- e. District will be responsible for printing the contract.
- f. CSEA has the right to use of the district machine with advance approval from the Superintendent or his designee.

2.2 Dues deductions

2.2.1 Check off:

The District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting that workers must join). CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues for employees in the bargaining unit who are members of CSEA. The District shall, upon appropriate written authorization, deduct such dues and make appropriate remittance to the Association within a reasonable time thereafter.

2.2.2 Dues Deduction:

The District shall deduct in accordance with the CSEA Dues Schedule dues from the wages of all employees who are members of CSEA on the date of the execution of this agreement, or who, after the date of execution of this agreement become members of CSEA.

2.2.3 Maintenance of Membership:

For those employees who are members of CSEA on the effective date of this agreement, or who become members of CSEA during the term of this agreement, they shall maintain their membership in CSEA during the term of this agreement.

The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA. The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain her/his written approval on behalf of the union before processing any revocation request.

2.2.4 ABI 119:

2.2.4.1 Unit Member Information:

The District shall provide the Chapter President and CSEA Labor Relations Representative notice of any newly hired employee, within ten (10) days of hire, via electronic mail. The notice shall include: full legal name, date of hire, classification and worksite.

The District shall provide CSEA with the following contact information electronically, via a mutually agreeable secure method. The District shall provide this information for all bargaining unit members on or before the last working day of September, January, and May. For new employees, the District shall provide CSEA with the information on the new unit members on or before the last workday of the month of hire. In the event no one is hired on any particular month, the District shall send an e-mail to CSEA confirming they did not hire any new staff that month.

2.2.4.2 New Employee Orientation:

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

- a. Group Orientations: In the event the District conducts a group orientation, CSEA shall have a maximum of 30 minute of paid release time for one (1) CSEA representative to conduct the orientation

session. The CSEA Labor Relations Representative may also attend the orientation session presented by CSEA.

- b. Individual Orientations: In the event the District conducts one-on-one orientations with new employees, CSEA shall have a maximum of 30 minutes of paid release time, for one (1) CSEA representative to conduct the orientation session.
- c. The orientation session shall be held on District property during the workday of the employee(s), who shall be paid on time.
- d. At CSEA's discretion, during CSEA's orientation session, no District manager or supervisor or non-unit employee shall be present.

2.2.5 Hold Harmless:

CSEA shall reimburse and hold the District harmless from any and all claims, demands, and suits, or any other action arising from the District's compliance with the provisions of this article.

2.3 District Committees:

When the District creates a committee, CSEA shall be notified and have the opportunity to meet with the Superintendent to determine CSEA participation. Classified members of any committee will be selected by CSEA.

**ARTICLE 3**  
**DISTRICT RIGHTS**

- 3.1. Matters not specifically covered in this agreement are reserved to the District.
- 3.2. In the event of emergency, District shall have the right to rescind any portion of this agreement directly related to the nature of the emergency. "Emergency" as used in this article is limited to those highly unusual and catastrophic situations which would prevent the normal functioning of the school District pursuant to this agreement. A qualified or negative budget certification does not constitute an Emergency for the purpose of this article.



ARTICLE 4  
**PROCEDURES FOR EVALUATION**

- 4.1 Unit members shall be evaluated by the immediate supervisor designated by the Superintendent.
- 4.2 Probationary employees shall be evaluated by the third and fifth months of their six month probationary period.
- 4.3 Permanent employees shall be evaluated at least annually by April 15th.
- 4.4 Both scheduled and unscheduled observation of the employee's work may be part of the evaluation process.
- 4.5 Evaluation shall be in three copies and shall be signed by the evaluator and the evaluatee. The signature of the person being evaluated does not indicate that he/she agrees with the evaluation but that he/she has been presented with a copy, had adequate time to review the written evaluation and that a conference was held. Distribution of the three copies is as follows:
  - I. To be presented to the person being evaluated.
  2. One to be retained in the supervisor's files.
  3. One to be placed in the employee's file in the personnel office.
- 4.6 The employee may make such written comments as appropriate to attach to the evaluation.
- 4.7 Personnel Files
  - 4.7.1 The personnel files of each employee shall be maintained in the District Office.
  - 4.7.2 Upon reasonable notice, a unit member shall be permitted to review his/her personnel file. Such review shall not normally be permitted during unit member's duty hours.
  - 4.7.3 Reviewable material shall not include ratings, reports or records which (1) were obtained prior to the employment of the unit member involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional opportunity.
  - 4.7.4 Information of a derogatory nature, except material mentioned in 4.7.3 above shall not be entered or filed in the unit member's personnel file until the such member is given written notice of such material. Following such notice, the unit member shall have five calendar days to review and have attached thereon the unit member's comments relative to such derogatory material.

ARTICLE 5  
HOURS OF EMPLOYMENT

5.1 Work Week

The workweek shall consist of five consecutive days, Monday through Friday of eight hours per day and forty hours per week. This article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.

5.2 Workday

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

The arrival and departure time for each employee shall be determined at the sole and exclusive direction of the Governing Huard, provided no change shall be made after September 30 of each school year without first negotiating such change with CSEA.

During the hours of employment, employees shall perform those duties assigned to them by the Superintendent and their supervisors as well as those contained in their job descriptions.

Hours of employment for part time employees shall be assigned by the Superintendent on a pro rata basis to the full forty hour week.

5.3 Lunch Period

The immediate supervisor shall determine the length of the lunch period. Except when required by the needs of the school, unit members shall be entitled to an uninterrupted regularly scheduled lunch period after the employee has been on duty for four hours. The length of time for such lunch period shall be a period of no longer than one hour nor less than one-half hour and shall be scheduled for full time employees at, or as near as possible, to midpoint of each work shift. The lunch period shall not be considered as part of the working day for salary purposes.

5.4 Rest Periods

All bargaining unit employees shall be granted rest periods, which insofar as practicable, shall be in the middle of each work period at the rate of 15 minutes- for four hours work. In order to meet the needs of infrequent emergencies, regularly scheduled breaks may be occasionally changed by the supervisor. Rest periods are a part of the regular workday and shall be compensated at the pay rate for the employee.

5.5 Overtime

Except as provided herein, all overtime hours, ordered and directed by the immediate supervisor, shall be compensated at a rate of pay equal to one and one halftimes of the regular rate of pay for the employee for all work. Overtime is any time to be worked in excess of eight hours in anyone day or in any (or in excess of 40 hours in any calendar week, whether such hours are worked prior to the commencement of a regularly scheduled starting time or subsequent to the assigned quitting time.

When an employee is required to work on any holiday, the employee shall be paid compensation, or given compensating time off, for such work, in addition to the regular pay received for the holiday, at a rate of time-and-one-half the regular rate of pay.

Employees having an average workday of four hours or more during the workweek, who work five consecutive days, shall be paid overtime if required to work the sixth or seventh day. An employee having an average workday of less than four hours during a workweek shall be paid overtime for the seventh day following the commencement of the workweek. Accrued overtime may be taken in pay or compensatory time at the option of the employee. Approval of the Superintendent must be obtained as to when compensatory time is taken.

5.6 Shift Differential

All unit members who regularly work after 6:00 p.m. shall receive an additional 50 cents per hour for the portion of their shift worked after 6:00 p.m. When such employees are periodically assigned to regular day shifts of 20 days of longer duration, such shift differential shall not be paid.

5.7 Overtime Distribution

Overtime shall be distributed to employees in the bargaining unit on an equitable basis.

5.8 Minimum Call-In or Call-Back Time

A minimum of two hours pay at the appropriate rate of pay under shall be paid for call-in or call-back time.

## 5.9 Summer Work

- 5.9.1 Summer work shall be assigned according to the following provisions and shall only be applicable to summer work.
- 5.9.2 Employees who work in their regular classification during the summer and are not regularly so assigned; shall be paid their regular rate of pay. In addition, such employees shall accrue sick and vacation leave on a prorated basis. Employees in this category may also utilize accrued sick leave during summer assignments.
- 5.9.3 Employees who work during the summer and are not regularly so assigned and work in an existing job classification, but not in the employees regular job classification, shall be paid at the appropriate step of the salary range in which they are working, based on their experience in that classification. Employees will advance one step on the salary schedule for each year of summer work done in a given classification. In addition, such employees shall accrue sick and vacation leave on a pro-rated basis. Employees in this category may also utilize accrued sick leave during summer assignments.
- 5.9.4 Employees who work during the summer on special-short-term summer projects in a classification that does not exist during the regular academic school year shall be paid the established hourly rate of pay. Such positions shall not accrue or be able to use any contractual leave.
- 5.9.5 Academic year employees shall be given preference in categories 5.9.1 and 5.9.2. All summer positions in category 5.9.3 shall be filled on the basis of qualifications and seniority in the District. Should qualifications be relatively equal, the most senior person shall be given preference.

## 5.10 Adjustment of Assigned Time

Any part-time employee 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 to reflect the longer non-overtime hours, effective the next pay period.

**ARTICLE 6  
PAY AND ALLOWANCES**

6.1 See Exhibit B for current salary schedule.

Frequency

6.2

All employees in the bargaining unit shall be paid once a month, payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.

6.3 Payroll Error

Whenever it is determined that an error has been made in the calculation or reporting in any classified employee payroll or in the payment of any classified employee's salary, the District shall within five (5) work days following such determination, provide the employee with a statement of correction. Any payroll errors resulting in insufficient payment of an employee shall be corrected as soon as possible with a corrected pay warrant drawn against any available funds; but in any event, within ten (10) work days of the statement of correction.

Should an employee be overpaid, the employee and a designated District representative shall agree to a mutually agreeable repayment plan in writing. A statement of correction shall be included with each pay warrant with a running balance.

In the event that an employee has brought an overpayment to the attention of the District Business Office by written notification, countersigned by the Business Office, and the overpayment continues, the employee will have no further obligation to repay the District the further amount(s) overpaid.

6.4 Special Payments

Any payroll adjustment due to an employee in the bargaining unit as a result of working out of class, re-computation of hours, or other reasons other than procedural errors shall be made in a supplemental check pursuant to County Office of Education timelines.

6.5 Lost Checks

Any paycheck for an employee in the bargaining unit which is lost after receipt shall be replaced within ten working days of notifying the District payroll clerk and signing a statement relieving the District of financial responsibility should both checks be cashed. A paycheck which is mailed to the employee and not delivered shall be replaced within 15 working days of the pay date.

6.6 Promotion

Promotion shall be deemed to mean reassignment to a position which is in the higher range of the salary schedule. An individual, when promoted from one range to another, shall receive the salary of the higher range which is above the salary being received in the lower range.

Salary Upon Promotion: An employee who is promoted in a classification allocated to a higher salary range than the classification from which he/she was promoted shall receive that salary of the step of the salary range for the new classification which would constitute an increase of at least five percent (5%), but not less than Step 1 of the salary range for the new classification, and no higher than the top step of the new range. Or, the District, at its discretion, may place newly promoted classified employees on the salary schedule up to Step 3 of the range based on past experience and training which is above the minimum or desirable experience and training stated in the job description.

6.7 Mileage

An employee in the bargaining unit required to use his/her vehicle on District business shall be reimbursed at the IRS approved rate for all miles driven on behalf of the District.

6.8 Meals and Lodging

Any employee in the bargaining unit who, as a result of work assignment, must have meals and/or lodging away from the District, shall be reimbursed for all costs according to current Board policy. Where possible, the District shall provide advance funds to the employee.

6.9 Initial Step Placement

New employees shall be placed at Step A at the appropriate range, provided, the Superintendent may place that employee on a higher step when past experience justifies. The District, at its discretion, may place newly hired classified employees on the salary schedule up to Step S9 of the range. Such placement shall be based on past experience and training which is above the minimum or desirable experience training stated in the job description. Should the District place any newly hired classified employee above Step 3, the District shall notify the CSEA Labor Relations Representative and/or CSEA Chapter 201 President and provide rationale. The District will provide a copy of a resume or application upon request by the CSEA Labor Relations Representative and/or CSEA Chapter 201 President. Disputes as to application of this section shall be handled through the grievance procedure in Article 15

6.10 Career Increments

District agrees to additionally compensate long service employees in accordance with Exhibit B.1 attached hereto.

6.11 Step Advancement

Step advancement shall be provided annually on July 1 and until the top of the range is reached, provided the employee has received a satisfactory evaluation. Employees whose step placement is frozen due to an unsatisfactory evaluation will be placed on an improvement plan. The improvement plan will contain specific performance improvement recommendations. The employee's job performance will be evaluated again after ninety days on the improvement plan. If at that time the employee receives a satisfactory evaluation, the employee shall advance one step effective with the next regular payroll period after attaining a satisfactory evaluation.

6.12 Salary Step Freeze

Upon the end of the salary step freeze, a unit member who has been subject to the freeze will be placed on the step on which he/she would have been placed had there been no freeze. No retroactive compensation will be made for any year for which the freeze was in effect.

- 6.13 All employees in the *bargaining* unit shall receive annually by September 15<sup>th</sup>, an itemized list which will include a statement of the classification held, step and range placement, all deductions, additional wage benefits, and sick leave and vacation accrued as of the date of issue.

On the salary schedule the word "class" will be replaced by the word "range".

ARTICLE 7  
**HEALTH AND WELFARE BENEFITS**

7.1 For each full-time employee, the District shall contribute up to the following amounts for health and welfare benefits retroactive to October 1<sup>st</sup>, 2022:

Health Plans	<u>\$1,333.34 per month (12 Months)</u>
<b>Dental Plan</b>	<b><u>\$130.00</u></b>
<b>Vision Service Plan:</b>	<b><u>35.00</u></b>
<b>Life Insurance:</b>	<b><u>3.35</u></b>

7.2 Unit members requesting medical coverage costing in excess of the above amount shall submit a request to the District for appropriate deductions in salary to pay the additional cost.

7.3 For part time employees, working a minimum of four hours per day or more, the District shall contribute a proration of health benefits based on the relationships to full time employment. For example, a four-hour employee would receive fifty percent (50%) of the cost of the basic health plan for employee and dependents. The amount of this proration may be applied to the cost of the health plan offered by the district at the option of the employee.

7.4 A prorated Dental Plan and a full Life Insurance Plan will be provided for part time employees working a minimum of four hours per day or more.

7.5 The District shall pay 50% of health, dental, vision, and life insurance benefits for employees retiring after June, 1989 based on the current monthly benefit entitlement of the employee at the time of retirement. To qualify for these benefits, the employee must have:

- I. Worked for the District a minimum period of 10 years and accrued at least five (5) full service years of credit with PERS while employed with the District;
2. Worked for the District for a minimum period of five (5) years immediately preceding the date of retirement:

These benefits shall start no earlier than age 55 and will not be continued beyond the 65th birthday at which time the employee may elect to retain such coverage at his/her own expense. Coverage by the district would be secondary to any other insurance carried by participating retired employees.

7.6 The District shall provide a \$1500 per year child care credit for each employee who has his/her child enrolled in the Forestville Preschool Program or the before school or after school child care program. The total shall be \$1500 per year regardless of number of children enrolled in the program.



ARTICLE 8  
**HOLIDAYS**

8.1 Unit members shall receive fourteen (14) days of paid holidays per year. These holidays are set forth in Exhibit C.

In order to be paid for the holiday, the employee must have been regularly scheduled to work on that day and must be in paid status on the working day immediately preceding or succeeding the holiday.

8.2 Employees in the bargaining unit who are not normally assigned duty during the Christmas recess shall be paid for holidays occurring therein providing they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday.

8.3 In addition to the holidays listed in paragraph 8.1 above, unit members shall be entitled to paid holidays on such other days as the governing board of the District specifically declares to be paid holidays for classified employees.

In addition, unit members shall be entitled to paid holidays on every day appointed by the President, af or the Governor of California, for a public fast, Thanksgiving or holiday

**ARTICLE 9  
VACATION**

9.1 All employees in the bargaining unit shall earn vacation for bargaining unit work under this article.

9.2 Twelve month employees may request vacation time off. Employees less than twelve months will be paid vacation but are not eligible to take vacation time off.

All vacation for twelve month employees shall be taken at a time convenient to the District with the approval of the Superintendent. Vacations are normally scheduled during the school vacation period. Employee requests for vacations at other times during the school year may be granted with the approval of the Superintendent.

Accumulation: Unit members shall accrue vacation time based on the following for twelve month (260 day calendar) full-time (8 hours) employees.

1. Less than five years of employment: 10 days per year
2. After five years of employment: 15 days per year
3. After ten years of employment: 20 days per year

Employees working less than eight hours shall have their vacation prorated by the number of hours worked, divided by eight.

Employees working less than twelve months shall have their vacation prorated by the number of months of employment, divided by twelve. Employees working 180-200 days are considered to be employed ten months. Employees working 201-259 days are considered to be employed eleven months. Employees working less than 180 days will have their vacation prorated by the number of days worked, divided by 180.

Twelve month employees shall schedule and take paid vacation in the year the vacation is earned. Vacation not taken in the fiscal year earned shall be paid off in the final supplemental payroll of the year. If an employee leaves the employment of the District before the leave taken is earned, the value of the leave so taken shall be deducted from the employee's final paycheck.

9.3 Pay for vacation days for all bargaining unit employees shall be the same that which the employee would have received had he/she been in a working status.

9.4 Vacation schedules: Normally vacation requests must be submitted thirty days in advance.

9.5 When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of termination. In order to be eligible for vacation leave, a new employee must have served as a regular employee for at least six full months. The vacation leave time will then be computed retroactively to the date of employment.

For employees working less than a full month, vacation shall be prorated based on contracted work days.

9.6 Unit members working less than twelve months shall be paid for vacation earned as part of their regular salary payment.

9.7 Interruption of Vacation

An employee in the bargaining unit may be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this agreement without a return to active service, and the employee supplies notice and supporting information regarding the basis for such interruption or termination which is satisfactory to the Superintendent or his/her designee.

ARTICLE 10  
LEAVES

- 10.1 Bereavement Leave: Unit members shall be granted leave with full pay in the event of a death of any member of the employee's immediate family, not to exceed three days (or five days if out-of-state travel or travel in excess of 300 miles one way is required). Immediate family means the mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee and the spouse's son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee or any person living in the immediate household of the employee.
- 10.2 Jury Duty: An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty and the District shall pay the employee the difference, if any, between the amount received for the jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered as part of the amount received for jury duty. Any day during which any employee in the bargaining unit whose regularly assigned shift commences at 4:00 p.m. or after, and who is required to serve after 12:00 noon shall be relieved with pay from work.
- 10.3 Military Leave: An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law and arising out of the exercise of military leave.
- 10.4 Sick Leave:
- 10.4.1 An employee employed five days a week for a full fiscal year shall be granted 12 days of paid leave with full pay for illness or injury, exclusive of all days he/she is not required to render service to the district.
- 10.4.2 An employee employed five days a week, who is employed for less than a full fiscal year, is entitled to that portion of 12 days leave of absence for illness or injury as the number of months he/she is employed bears to 12.
- 10.4.3 An employee employed less than five days per week shall be entitled, for fiscal year of service, to the proportion of 12 days of leave for illness or injury as the number of days he/she is employed per week bears to five. When such persons are employed for less than a full fiscal year of service this and paragraph 10.4.2 shall determine that proportion of leave of absence for illness or injury to which they are entitled.
- 10.4.4 Pay for any day of such absence shall be as the pay which would have been received had the employee served on the day of illness.
- 10.4.5 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six days until the calendar month after completion of six months of active service with the District. Employees shall be entitled to sick leave for days of actual disability arising out of pregnancy. The periods of actual disability shall be verified by the physician.

- 10.4.6 If the employee does not take the full amount of leave allowed this section, the amount not taken shall be accumulated from year to year.
- 10.4.7 Any sick leave benefits earned but not used may be converted by the employee to service credit pursuant to Government Code 20963.
- 10.4.8 The Superintendent may require medical verification of any ill three (3) days.
- 10.4.9 The Superintendent is authorized to place any classified employee on administrative leave with or without the employee's full pay and benefits (if applicable) for health reasons whenever the Superintendent determines that to do so would be in the best interests of the District, its students, or its employees.

10.5 Industrial Accident and Illness Leave:

In addition to any other benefits that an employee may be entitled to under the Worker's Compensation laws of this state, employees shall be entitled to the following benefits:

- 10.5.1 An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year-to-year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred
- 10.5.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation law of this state, exceed the normal wage for the day.
- 10.5.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of this State at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.
- 10.5.4 During all paid leaves of absence, whether industrial accident leave, sick leave, vacation, compensated time off, or other available leave provided by law or provided by the Governing Board, the employee shall endorse to the District wage loss benefit checks received under Worker's Compensation laws of this State. The District shall issue the employee the appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions

10.5.5 When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on the reemployment list for a period of 39 months. When available, during the 39- month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates exceptt for a reemployment list established because of a lack of work or lack of funds.

10.6 Personal Necessity: Leave:

Ten days of absence for sick leave under section 10.4 of this article may be used by the employee, at his or her election, in cases of personal necessity

10.6.2 When resulting from an appearance in any court or before any administrative tribunal as a litigant, party or witness.

10.6.3 After the birth or adoption of a child

10.7 Personal Business Leave:

Each employee shall be entitled to four (4) days in total of paid leave annually out of accrued sick leave for the purpose of conducting personal business, which can be taken in half-day increments.

10.8 Child Rearing Leave:

An employee who is the natural or adoptive parent of a child shall be entitled to an unpaid leave of absence for the purpose of rearing his/her child; however, the precise beginning and ending of such unpaid leave must be approved by the District.

10.9 General Leaves:

When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time and upon any terms acceptable to the District and the employee. The District will provide up to ten (10) additional days of personal necessity leave to care for a spouse, child, or parent with a serious health condition.

10.10 Family Care Leave:

Each unit member who has been employed by the District for more than one continuous year is eligible for an unpaid family care leave not to exceed (12) weeks within a (12) month period, unless a longer leave is agreed upon by the District and the unit member. Family care leave may be used for the birth of the unit member's child, placement of a child for adoption or foster care, to care for a spouse, child or parent with a serious health condition, or a serious health condition which renders the unit member unable to perform essential job functions.

During the period of such leave the District shall maintain the unit member's group health benefits, if any, on the same basis as if the unit member was in paid status. Upon return from family care leave, the unit member is entitled to return to the same position or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. The unit member's absence under this program shall not be considered a break in service. The unit member must provide the District with at least thirty (30) days advance notice for the leave if the need is foreseeable, or if such notice is not foreseeable, notice must be given as soon as possible under the circumstances.

10.11 Catastrophic Leave:

When a catastrophic illness or injury incapacitates an employee or a member of his/her family who lives in the household of the employee, for an extended period of time, fellow classified employees may donate accrued vacation and sick leave credits to that employee. All transfers of eligible leave credit shall be irrevocable. 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. To ensure that donor employees retain sufficient accrued sick leave to meet needs that normally arise, donors shall not reduce their accumulated sick leave to fewer than twelve (12) days. An employee must first exhaust all available paid leave before qualifying for Catastrophic Leave

ARTICLE 11  
**TRANSFERS AND PROMOTIONS**

111 When the new position is created or an existing position becomes vacant, the District shall provide an opportunity to bargaining unit employees to obtain the position. All vacancies shall be posted by the District for three days during the instructional year-and copies of the vacancy, notice placed in all classified unit mailboxes. All vacancies occurring during the summer months shall be posted for six days and copies mailed to all unit members at the time of posting. Any employee in the bargaining unit may apply for that position by filing a written notice with the District. The final determination as to who is selected to fill the position shall be left to the discretion of the District.

11.1.1 Any employee going on leave who desires notice of a vacancy shall give the District written notice of such interest and an address to which he/she wishes the notice of vacancy be sent. Said notification shall be good for a period of six (6) months.

11.1.2 An employee on leave shall have the right to have CSEA file for the vacancy on his/her behalf; however, it shall be the obligation of the employee to submit appropriate application forms and to attend any interviews required for the position.

112 A permanent employee who moves to a position in a class in which he/she has not previously completed a probationary period shall be considered probationary in that class for a period of six months. At any time during the probationary period he/she may be returned to his/her former class without right of appeal, at the option of either the employee or the District.

113 Notice Contents

The job vacancy shall include: The job title, a brief job description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per week, regular assigned work shift times, days per week and months per year assigned to the position, the salary range, and deadline for filing to fill the vacancy.



**ARTICLE 12**  
**CLASSIFICATION**

- 12.1 Every bargaining unit position shall be placed in a class.
- 12.2 New positions: The District may establish new classifications and set the job descriptions therefore. If such positions are appropriately placed in within the classified unit, the salary for the position shall be negotiated with CSEA. Pending the completion of such negotiations, the District shall have the right to establish an interim salary.
- 12.3 If employee believes that he/she is working outside of the job description, a written, request for review shall be submitted to the District, together with whatever supporting information the employee deems appropriate. The District shall review such a request and do one of the following:
  - 1. If it is determined that the employee is not working out of classification, present reasons for such determination to the employee.
  - 2. If it is determined that the employee is working out of job classification, either direct the employee to restrict his/her duties to those found in the job description or reclassify the position after consultation with the employee and CSEA

ARTICLE 13  
LAYOFF

13.1 Reasons for Layoff

Layoff shall occur *only* for lack of work and/or lack of funds, and means a total separation from service

13.2 Notice of Layoff

Procedures for notice and right to hearing are set forth in California Education Code 45117. The District shall notify CSEA in writing of any planned layoffs on or before March 10<sup>th</sup> of each year

Any notice of Payoffs shall specify the reason for layoff and identity by position, classification and name the employee designated for layoff. The preliminary layoff notification to the employee shall be provided in writing on or before March 15<sup>th</sup> of each year

13.3 Classification

Classification is the act of placing a position in a class and shall be construed to mean that each position in the classified service shall have a designated title, a statement of the specific duties required to be performed in each such position, and the regular monthly salary range for each such position.

13.4 Order of Layoff

Class shall mean classification throughout this Agreement. Any layoff shall be affected within a class. The order of layoff shall be based on date of hire, which is defined as the first day of paid service as a regular employee.

13.5 Bumping Rights

An employee laid off from his or her present class may bump into any class in which the employee has served and has greater seniority considering his/her seniority in the class and any equal or higher classes. The employee may continue to bump into lower classes in which he/she has had previous service to avoid layoff. Any vacant position shall be deemed the least senior employee in the class, and the laid off employee shall bump into such position without advertising the vacancy. An employee who bumps into another class shall retain his/her numerical step placement on the range of the classification bumped into by the employee.

13.6 Layoff in Lieu of Bumping

An employee who elects a layoff in lieu of bumping maintains his/her reemployment rights under this Agreement.

13.7 Equal Seniority

If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made by lot.

13.8 Reemployment Rights

Laid-off persons are eligible for reemployment for a thirty-nine (39) month period from the effective day of layoff and shall be reemployed in the reverse order of layoff. Their reemployment shall take precedence over any new applicants. Acceptance of partial reemployment shall not diminish an employee's reemployment rights.

13.9 Notification of Reemployment Opening

Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District. Such notice shall be sent by certified mail to the last *address* given the District by the employee.

13.10 Employee Notification to District

Any employee shall notify the District of his or her intention to accept or refuse reemployment within five (5) working days following receipt of the reemployment notice. Failure to respond shall constitute a rejection of the offer. An employee on a reemployment list may decline two (2) offers of reemployment in his/her *former* classification. After the second refusal the laid off employee shall assume the responsibility of keeping the District informed of his/her interest in available openings.

13.11 Voluntary Demotions or Voluntary Reduction in Hours

Employees who take voluntary demotion or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class as vacancies become available, in accordance with the Education Code, except that they shall be ranked in accordance with their seniority on any valid reemployment list.

13.12 Retirement in Lieu of Layoff

13.2.1 Any employee in the bargaining unit may elect to accept a service retirement in lieu of layoff, or voluntary demotion or reduction in assigned time. Such employee shall within ten (10) workdays prior to the effective date of the proposed layoff complete and submit a form provided by the District for this purpose.

13.12.2 The District agrees that when an offer of reemployment is made to an eligible person retired under this Article, and the District receives within ten (10) working days a written acceptance of the offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate his/her status.

13.13 Seniority Roster

The District shall maintain an updated seniority roster indicating employee's date of hire by seniority in the current classification held by the employee as well as the classification name and date of hire for all classifications for which the employee previously attained permanent status.

13.14 Seniority During Involuntary Unpaid Status

Upon return to work, the employee shall be restored to all the benefits and burdens which he/she enjoyed prior to the layoff. During the layoff period the individual will not earn vacation, sick leave, holidays or other leave benefits but will retain his/her seniority.

13.15 Improper Layoff

Any employee who is improperly laid *off* shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.

13.16 Effects of Layoff

13.16.1 The laid *off employee* shall be provided two (2) days of personal business leave without loss of pay or leave to seek other employment.

13.6.2 If the laid off employee has served not less than three (3) full school years with the District, he/she shall continue to be enrolled in, *and* receive District contributions toward health and welfare benefits received at time of layoff, for a period of two (2) calendar months following the month in which the layoff is effective. Thereafter, the employee may elect to exercise their COBRA rights and continue participation in the program at their own expense for eighteen (18) additional months.

ARTICLE 14  
**DISCIPLINARY PROCEDURE**

14.1 Disciplinary Action

The following disciplinary action(s) may be taken by the District against a permanent employee for the causes listed in Section 14.2 of this article.

14.1.1 Dismissal:

Dismissal is removal from the employment of the District.

14.1.2 Suspension:

Suspension is a suspension from duty without pay for a limited number of days.

14.1.3 Involuntary Reassignment:

Involuntary reassignment is a change of assignment whereby an employee is deprived of an incidence of classification.

14.1.4 Involuntary Demotion:

Involuntary demotion is placement in a lower classification.

14.2 Cause

14.2.1 A permanent employee may have disciplinary action taken against him/her for any of the following causes:

1. Neglect of duty:
  - a. Repeated, unexcused tardiness.
  - b. Repeated, unexcused failure to report to work as assigned.
  - c. Excessive absence which is detrimental to the District.
2. Inefficiency.
3. Incompetency.
4. Insubordination.
5. Dishonesty.
6. Conviction of sex offense as defined in Education Code 44010, conviction of a narcotics offenses in Section 44011, or conviction of child abuse and neglect as described in Penal Code 1165.2-11165.
7. Inability to work harmoniously with others to such a degree that District functioning is disrupted
8. Failure maintain such conditions and standards required by the District Job Description
9. Willful damage to school property.

10. Failure to maintain licenses or certificates required by law for the job
11. Conduct that constitutes a violent or serious felony as defined in Penal Code 667.5© or 1192.7©
12. Unlawful discrimination including harassment against any student or other employee
13. Violation or refusal to obey state or federal law or regulation, board policy or district or social procedure
14. Falsification of any information supplied to the district including, but not limited to, information supplied on application forms, employment records, or any other school district records
15. Unprofessional conduct
16. Use of alcohol or a controlled substance while on duty or in such close time proximity there to as to affect the employee's performance
17. Retaliation against any person who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on or directly related to the job
18. Unsatisfactory performance

#### 14.3 Procedure

##### 14.3.1 Progressive Discipline:

1. The District agrees to progressive discipline before commencing any formal disciplinary action. A supervisor shall, in writing, present the employee with a "Notice of Concern". This notice shall include methods and recommendations for improvement. The "Notice of Concern" shall not be placed in the employee's file, but shall be used only to help the employee - improve in difficult areas.
2. Should it be necessary to give more than two (2) "Notices of Concern" concerning the same or related problem, the District may commence formal disciplinary action. The above progression of discipline shall not be followed when immediate action is necessary for the protection of students, employees of the District.

##### 14.3.2 Written Notice:

An employee who is to have disciplinary action taken against him/her shall be informed in writing of the following:

1. Statement of Charges: A statement of the specific charges against the employee shall be written in ordinary concise language of the specific acts and omissions on which the disciplinary action is based and shall include the cause and any rules and regulations which have been violated. No

charge however, shall be made which occurred prior to neither the employee's becoming permanent nor more that two (2) years from the filing of this statement of charges

3. Right to a Hearing: The employee may request a hearing in writing within five (5) calendar days after service of the Statement of Charges. A card shall be provided to the employee, the signing of which shall constitute a demand for a hearing and denial of all charges. Failure to request a hearing within the five (5) calendar days shall be deemed to be a waiver of the right to the hearing
4. Access to Material: The employee may, upon request, have copies of the material upon which the charges are based.

#### 14.3.3 Request for Hearing:

- 1) The hearing shall be held within a reasonable period of *time* but not less than five (5) calendar days after the filing of a request for a hearing.
  - 2) The *employee* does not request a hearing by the set date, disciplinary action may be taken without a hearing.
  - 3) Employee may be represented at the hearing by a representative of his/her choice.
  - 4) The hearing shall be conducted before the Governing Board or before its designee.
    - (a) Hearing Before the Governing Board.
      1. The employee shall have the right to personally appear and testify, to call favorable witnesses, and to cross-examine adverse witnesses.
    - (b) Hearing Before Designee
      1. A suspension of five (5) days or less, or an involuntary reassignment hearing may be delegated to the Superintendent or his/her designee.
      2. A dismissal hearing may be delegated to a hearing officer from the Office of the State of California Department of Industrial Relations.
- The delegee shall submit a written recommended *decision* to the Governing Board which shall include proposed findings of fact and determination of issues. A copy of the recommended decision shall be sent to the employee.
5. Prior to making a final decision-the Governing Board shall afford the employee the opportunity to present arguments to it on the sufficiency of cause for discipline action.
  6. The Governing Board may accept, reject, or modify the recommended decision.

Should the Board reject or modify the recommended decision, it shall first review the record of the hearing. Any modified decision shall include findings of fact and determination of issues by the Governing Board.

14.3.4 Results of Hearing

A written decision shall be sent to the employee, including the findings of fact and determination of issues.

14.4 Miscellaneous

14.4.1 An employee may be relieved of duty but shall not be denied pay until these disciplinary procedures have been complete except pursuant to Education Code provisions relating to a situation where an employee has been charged with a sex or drug of



**ARTICLE 15**  
**GRIEVANCE PROCEDURE**

15.1 Definitions

15.1.1 Employees: refers to any employee who is included in the appropriate unit as defined in Article 1, and therefore covered by the terms and provisions of this Agreement.

15.1.2 Grievance: a grievance is an allegation by a grievant that he/she has been adversely affected by a violation, misapplication, or misinterpretation of the specific provisions of this Agreement.

15.1.3 Days: means school days which students are required to be in attendance, regardless of the length of that day.

15.1.4 Immediate supervisor: the lowest level administrator having jurisdiction over the aggrieved person.

15.1.5 Grievant: a grievant is any member of the bargaining unit or CSEA.

15.1.6 The grievant shall be entitled to have a representative at all levels of the grievance procedure.

15.2 Purpose

The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise, affecting the welfare or working conditions of the employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

15.3 Levels

15.3.1. Informal level

Before filing a formal written grievance, the aggrieved person or persons must attempt to resolve it by an informal conference with his/her immediate supervisor.

15.3.2 Level I - Formal Level

1. Within ten (10) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing to his/her immediate supervisor.

2. 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.
  3. The supervisor shall communicate his decision to the employee and to the District Superintendent in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.
  4. Nothing contained herein will be construed as limiting the right of an employee having a grievance to discuss the matter informally with an appropriate member of the administration, and to have the grievance adjusted without intervention by the Association. However, it will be the responsibility of the Administration to report to the Association, within two weeks, that a grievance was processed, the decision and the section of the contract that was grieved.
5. Within the above limits, either party may request a personal conference.
6. Agreed in principal: There should be provision for rapid processing of grievances near the end of school.

#### 15.3.3 Level II -Formal Level

1. In the event the grievant is not satisfied with the decision at Level I, he/she may appeal the decision in writing to the District Superintendent within ten (10) days.
2. This statement should include a clear concise statement of the reasons for the appeal.
3. The District Superintendent shall communicate his decision within ten (10) days after receiving the appeal. Either the grievant or the Superintendent may request a personal conference within the above time limits. If the Superintendent does not respond within the time limits, the grievant may appeal to the next level.

#### 15.3.4 Level III - Mediation

If the grievant is not satisfied with the disposition of the grievance at Level II, the grievant, with the agreement of the Association, within ten (10) days after receiving the decision of the District Superintendent, may request that the grievance be submitted to mediation. The Association shall notify the California State Mediation and Conciliation Service (CSMCS) and request the CSMCS appoint a mediator who shall schedule a mediation conference at the earliest possible date. Mediation conferences shall take place at a mutually convenient place and time. The mediator shall assist the parties in resolving the grievance. The mediator shall have the authority to meet separately with either party, but shall not have the authority to meet separately with either party, but shall not have the authority to compel the resolution of the grievance. If, after due diligence, the mediator concludes resolution is not possible, the mediator shall notify both parties i

#### 15.3.5 Level IV - Board of Trustees

- I. If the grievance is not resolved in mediation at Level III, the grievant, within five (5) days of the mediation, may appeal to the Board of Trustees by filing said appeal with the Superintendent. A special board meeting shall be held within ten (10) days of the appeal unless a regular board meeting is held within that time. The Board of Trustees shall make its decision based upon the written record at the lower levels and on any argument which the employee and his/her representative may present before the Governing Board. The decision of the Board shall be communicated in writing within ten (10) days of the Board meeting at which the appeal was adjudicated.

Copies will be provided by the Superintendent for distribution.

The decision of the Board of Trustees shall be final. This shall in no way preclude other remedies prescribed by law.

#### 15.4 General Provisions:

- 15.4.1 Any cost for the mediation hearing shall be shared equally by the parties.
- 15.4.2 An employee may be represented in all stages of the grievance procedure by himself/herself with the exception of the mediation hearing, or at his/her option by a representative of CSEA.
- 15.4.3 All documents, communications, and record dealing with the process of a grievance will be filed in a separate file, and will *not* be kept in the personnel file of the participants.
- 15.4.4 The grievant and any necessary witness shall be granted release time with pay to attend any hearings required by these grievance procedures.
- 15.4.5 No reprisals of any kind will be taken by the District against participants in a grievance process by reason of such participation.
- 15.4.6 Time limits for appeal provided in each level shall begin the day following receipt of written decision by the parties in interest.
- 15.4.7 If a grievance arises from action or inaction on the part of a member of the Administration at a level above the Principal or immediate supervisor, the aggrieved person shall submit such grievance to the Superintendent in writing directly and the processing of such grievance shall be commenced at Level II.
- 15.4.8 CSEA shall have the authority to file notice and take actions on behalf of grievant(s) under this Article.
- 15.4.9 Until final disposition to the grievance is accomplished the grievant is required to conform to the original direction of his/her supervisor, unless to do so would place anyone in danger, or produce a health or safety risk.

ARTICLE 16  
SAFETY

- 16.1 All unit members shall have the right to report any practice or conditions which poses a threat to the health and safety of any person associated with the School District to the Superintendent and to the Safety Committee.
  
- 16.2 A Safety Committee shall be formed consisting of two members appointed by the District and two members appointed by CSEA, which committee shall review health, safety and sanitation conditions. The committee shall make recommendations to the District concerning improvements regarding health, safety, sanitation and working conditions.
  
- 16.3 The bargaining unit members of the committee shall be allowed reasonable release time to carry out their obligations under item 16.2.
  
- 16.4 No employee shall be in any way discriminate against as a result of reporting unsafe/unhealthy conditions.

ARTICLE 17  
TRAINING

- 17.1 Unit members shall be paid for any hours spent in training programs mandated by the District
- 17.2 The District may provide inservice training for employees before, during or after regular work hours. If attendance is required, then each employee so affected shall be compensated at the appropriate rate of pay for that position.
- 17.3 Classified staff will be given credit on the District's Salary Schedule for units of training; education in areas which will increase job skills and will provide service to the districts educational program. Particular focus would be in areas of computer technology, office skills, skills which will assist teachers in the instruction of reading, mathematics or writing, cleaning technology, assist in areas of school safety and school climate, specific repairs or such areas as specified by the superintendent or his designee. A unit member with previous bilingual experience/training will be allowed to take the District's Bilingual Assessment. The unit member must receive a score of eighty per cent (80%) to be eligible for the stipend. Unit members completing bilingual training or instruction will also be required to pass with a score of eighty per cent, (80%). For the stipend to remain in effect, unit members shall verify the use of the bilingual skill while an employee of the Forestville Union School District or by participating in a refresher course/class every two.

Any unit member who attains certification for Advanced First Aid with CPR certification in training through the District shall receive their normal pay for all hours spent in training. Any unit member who attains certification for Advanced First Aid with CPR certification from an accredited program outside the District will be eligible for one-fourth (1/4) of the stipend for each year the certification is maintained. Any newly hired member with certification will be awarded the same stipend when the certification is renewed.

One unit of credit will be given for each sixteen (16) hours of certified training. For each six (6) units of acceptable course work completed an additional \$320 will be awarded to the unit member's annual salary. No units will be awarded retroactively. All units must have prior approval by the superintendent or his designee. Verification of completed units, transcript or report card, must be submitted to the District Secretary prior to April 15th in order to be credited for the subsequent year's salary schedule. All costs will be part of the Salary Formula.

ARTICLE 18

**SEVERABILITY**

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

**ARTICLE 19**  
**SUPPORT OF AGREEMENT**

- 19.1 The parties recognize that the system of public education in the United States is aided greatly in producing a strong viable democracy and they hereby confirm their adherence to, and belief in, that system.
- 19.2 The District is engaged in rendering educational services to the public, and the Association and District recognize that there is an obligation on each party for the continuous rendition and availability of such services.
- 19.3 The duties performed by the employees of the District as part of their employment pertain to and are essential to the operation of a public school and the welfare of the public dependent thereon. Employees shall not abstain from the performance of their duties for the District. The Association shall not call upon nor authorize employees, individual or collectively, to engage in such activities and shall make all reasonable efforts under the circumstances to dissuade employees from engaging in such activities.
- 19.4 Employees shall perform loyal and efficient work and service and shall use their influence and best efforts to protect the property of the District and its services to the public, and shall cooperate in promoting and advancing the welfare of the District's educational program, and to preserving the continuity of its services to the public at all times.

ARTICLE 20  
**NEGOTIATIONS PROCEDURES**

- 20.1 Prior to negotiations starting, each party will prepare their proposals and prior to submission to the Board, the District and CSEA will meet and exchange proposals. Both, proposals will then be submitted to the Board simultaneously.
- 20.2 The decision-making environment that the parties wish to encourage requires mutual respect for all the participants. To that end all of the negotiations team members will be expected to do the following:
- Focus on the problem or issue non-judgmental
  - Present information openly and accurately
  - Actively listen to information presented
  - Honor all ideas and opinions
  - Encourage creative solutions
  - Actively participate in seeking a solution that meets all interests
  - Come to all meetings prepared



ARTICLE 21  
**DURATION**

21.1 Three year term of contract, July 1, 2022 through June 30, 2025. Parties may reopen on two Articles in each year of the Contract plus Article 6 — Pay and Allowances and Article 7 — Health and Welfare Benefits. In addition to the specific reopeners, Parties agree to review and revise the Contract for non-substantive clean-up. Article 6 — Pay and Allowances shall be closed for 2023-2024.

**EXHIBIT A**  
**BARGAINING UNIT CLASSIFICATIONS**

The bargaining unit for which this Agreement is effective consists of the following classifications:

Assignment	<u>Salary Range</u>
Account Technician (Inactive)	Range 7
Assistant Director - Child Care Programs (Pre)(Inactive)	Range 4
Behavioral Support Aide	Range 2
Cafeteria Helper	Range 1
Crossing Guard	Range 1
Custodian/Grounds I	Range 3
Custodian/Grounds II	Range 3
Day Care Director (Inactive) Early	Range 7
Childhood Educator	Range 7
English Language Development Coordinator Food	Range 4
Service Program Coordinator	Range 6
Food Service Worker I Food	Range 6
Service Worker II	Range 6
Intervention Aide	Range 2
Lead Early Childhood Educator	Range 4
Library/Media Center Technician Office	Range 2
Manager/Health Technician	Range 7
Paraprofessional for Student Support	Range 4
Paraprofessional - Bilingual	Range 6
Primary Enrichment Program Aide Registrar/Data	Range 1
Manager	Range 2
Resource Specialist Program Aide	Range 1
Summer School Administrative Assistant (Inactive)	Range 6
Technology Specialist (Inactive)	Range 2
Yard Duty	Range 6
	Range 6
	Range 1

(TA 5/6/2015)

Forestville Union School District  
 Classified Salary Schedule  
 2022-2023 (effective 07/01/2022)

Crossing  
 guard,  
 cafeteria  
 helper,  
 paraprofessionals,  
 yard  
 duty

Behavioral Support Aide, food Service Worker 1, Specialist Program Aide, Bilingual Paraprofessional

Custodian/ Grounds I

Library/Media Center Technician After School Care Educator I

Office Coordinator Manager, Technology Specialist, English Language

Custodian/Grounds II,

Food Service

STEP	Range 1	Range 2	Range 3	Range 4	Range 5	Range 6	Range 7	Range 8
1	\$16.50	\$17.82	\$19.25	\$20.79	\$22.45	\$24.24	\$26.18	\$25.25
2	\$17.00	\$18.36	\$19.82	\$21.41	\$23.12	\$24.97	\$26.97	\$29.13
3	\$17.50	\$18.91	\$20.42	\$21.06	\$23.82	\$25.72	\$27.78	\$30.00
4	\$18.03	\$19.47	\$21.03	\$22.72	\$24.33	\$26.49	\$28.61	\$30.90
5	\$18.57	\$20.05	\$21.66	\$23.40	\$25.27	\$27.29	\$29.47	\$31.82
6	\$19.13	\$20.56	\$22.31	\$24.10	\$26.03	\$28.11	\$30.35	\$32.78
7	\$19.70	\$21.27	\$22.98	\$24.82	\$26.81	\$28.95	\$31.26	\$33.77
8	\$20.30	\$21.91	\$23.67	\$25.56	\$27.61	\$29.82	\$32.20	\$34.78
9	\$20.90	\$22.57	\$24.38	\$26.33	\$25.44	\$30.71	\$33.17	\$35.83
10	\$21.53	\$23.25	\$25.11	\$27.12	\$29.29	\$31.64	\$34.17	\$36.59
11	\$22.18	\$23.95	\$25.86	\$27.93	\$30.17	\$32.58	\$35.19	\$35.01
12	\$22.84	\$24.66	\$26.64	\$28.78	\$31.08	\$33.56	\$36.25	\$39.15
13	\$23.33	\$25.41	\$27.45	\$29.63	\$32.01	\$34.36	\$37.33	\$40.32
14	\$24.23	\$26.17	\$28.26	\$30.53	\$32.97	\$35.61	\$38.46	\$41.53
15	\$24.96	\$26.95	\$29.11	\$31.44	\$33.96	\$36.67	\$39.60	\$42.77
16	\$25.71	\$27.76	\$29.99	\$32.38	\$34.97	\$37.77	\$40.79	\$44.06
17	\$26.48	\$28.60	\$30.89	\$33.35	\$36.03	\$38.91	\$42.02	\$45.38
18	\$27.27	\$29.46	\$31.81	\$34.35	\$37.10	\$40.07	\$43.27	\$46.74
19	\$28.09	\$30.34	\$32.77	\$35.39	\$38.21	\$41.27	\$44.57	\$48.15
20	\$25.93	\$31.21	\$33.75	\$36.44	\$39.36	\$42.52	\$45.91	\$49.59

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Crossing guard, cafeteria helper, paraprofessionals, yard duty	Behavioral Support Aide, Food Service Worker, Resource Specialist, Program Aide, Bilingual Paraprofessional	Custodian/Grounds I	Library/Media Center Technician	Office Manager, Technology Specialist, English Language Development Coordinator	Custodian/Grounds 11, Food Service Program Coordinator, Early Childhood Educator (After-school)	Directors
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STEP	Range 1	Range 2	Range 3	Range 4	Range 5	Range 6	Range 7	Range 8
1	\$17.08	\$18.44	\$19.92	\$21.52	\$23.24	\$25.09	\$27.10	\$29.27
2	\$17.59	\$19.00	\$20.52	\$22.16	\$23.93	\$25.84	\$27.92	\$30.15
3	\$18.11	\$19.57	\$21.13	\$22.83	\$24.65	\$26.62	\$28.75	\$31.05
4	\$18.66	\$20.15	\$21.77	\$23.51	\$25.39	\$27.42	\$29.61	\$31.98
5	\$19.22	\$20.75	\$22.42	\$24.22	\$26.15	\$28.25	\$30.50	\$32.94
6	\$19.80	\$21.38	\$23.09	\$24.94	\$26.94	\$29.09	\$31.41	\$33.93
7	\$20.39	\$22.02	\$23.75	\$25.68	\$27.75	\$29.97	\$32.36	\$34.95
8	\$21.01	\$22.68	\$24.50	\$26.46	\$28.58	\$30.86	\$33.32	\$36.00
9	\$21.63	\$23.36	\$25.23	\$27.26	\$29.43	\$31.79	\$34.33	\$37.08
10	\$22.28	\$24.07	\$25.99	\$28.06	\$30.32	\$32.74	\$35.36	\$38.19
11	\$22.95	\$24.79	\$26.77	\$28.91	\$31.23	\$33.72	\$36.42	\$39.34
12	\$23.64	\$25.53	\$27.57	\$29.78	\$32.16	\$34.74	\$37.51	\$40.52
13	\$24.35	\$26.30	\$28.41	\$30.67	\$33.13	\$35.77	\$38.64	\$41.73
14	\$25.08	\$27.05	\$29.23	\$31.59	\$34.12	\$36.85	\$39.80	\$42.98
15	\$25.83	\$27.89	\$30.12	\$32.54	\$35.15	\$37.96	\$41.09	\$44.26
16	\$26.61	\$28.74	\$31.04	\$33.52	\$36.19	\$39.10	\$42.22	\$45.60
17	\$27.40	\$29.60	\$31.97	\$34.52	\$37.29	\$40.27	\$43.49	\$46.96
18	\$28.22	\$30.49	\$32.93	\$35.56	\$38.40	\$41.48	\$44.79	\$48.37
19	\$29.05	\$31.40	\$33.92	\$36.63	\$39.53	\$42.72	\$46.13	\$49.83
20	\$29.94	\$32.34	\$34.93	\$37.72	\$40.74	\$44.00	\$47.52	\$51.32

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**EXHIBIT C**

**FORESTVILLE UNION SCHOOL**

**Holidays.**

Labor Day

Veteran's Day

Thanksgiving Day

The Day After Thanksgiving

The Day Before Christmas

Christmas Day

New Years Eve Day

New Year's Day

Martin Luther King Day

Lincoln's Birthday

Washington's Birthday

Memorial Day

Juneteenth

Independence Day

Appendix

Declaration of Religious Exemption

I, \_\_\_\_\_ declare that I am a member in good standing of.

(print name of declarant)

\_\_\_\_\_  
(name of religious organization)

\_\_\_\_\_  
(address of religious organization)

In accordance with the Fair Share Provisions of the/CSEA collective bargaining agreement, I declare that the tenets of my religious organization prohibit membership in, or financial support of any employee organizations such as CSEA (as stated by the provisions of my religious organization as follows:

\_\_\_\_\_  
(provide your religious organization's textual support for your declaration)-

I, therefore request that an amount equal to the CSBA State dues that I would otherwise pay be deducted from my earnings by monthly payroll deduction and contributed to the following nonreligious, non-labor charitable, fund which is exempt from taxation under Section 5011(3) of Title 26 of the Internal Revenue Code:

I hereby authorize that the statement made herein may be verified, and I give consent to

\_\_\_\_\_  
(name and title of religious leader)

\_\_\_\_\_  
(telephone number)

my membership status in the religious organization in the declaration above.

\_\_\_\_\_  
(dated)

\_\_\_\_\_  
(signature)

**Memorandum of Understanding Between the  
Forestville Union School district And the  
California School Employees Association, Chapter 201 No Child Left**

**Behind**

This Memorandum of Understanding is entered into between the Forestville Union School District (DISTRICT) and the California School Employees Association, Chapter 201 (CSEA) to address issues related to the implementation of the No Child Behind Act of 2001 (NCLB). The parties agree as follows:

1. The NCLB standards shall apply to all K-8 Classroom Instructional Aides regardless of the funding source for the position.
2. The K-8 Classroom Instructional Aides shall meet these standards by June 30, 2006.
3. Each K-8 Classroom Instructional Aide shall possess a secondary school diploma or GED certificate and shall have:
  - a) Completed at least two years of study at an institution of higher education, demonstrated by completion of forth-eight (48) or more semester units of college work in any subject; or
  - b) Obtained an Associate's Degree or higher in my subject; or
  - c) Met a rigorous standard of quality demonstrated by satisfactory completion of the local assessment test administered by the Sonoma County Office of Education or the DISTRICT which demonstrates that the employee has knowledge of, and the ability to assist in instruction reading/language arts, writing and mathematics and/or reading readiness, writing readiness, and mathematics readiness.
4. The DISTRICT shall, upon request, arrange for tutorial and related assistance in passing the assessment test from the Sonoma County Office of Education.
5. This MOU addresses all issues agreed upon by the parties concerning minimum qualifications for instructional classified employees under NCLB.

For the DISTRICT:

*Signature on file*  
*Harry Smith, 10/3/05*

For CSEA:

*Signature on file*  
*S. Scott Humble, 10/03/05*



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