

AGREEMENT BETWEEN

**Nevada City School District
and**

**California State Employees Association
Chapter #390**

July 1, 2017- June 30, 2020

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ARTICLE 1. RECOGNITION

- 1.1. Representation of this agreement is exclusive of Classified Substitute, Short Term, Temporary, Confidential and Management Employees.
- 1.2. The district further agrees to provide a quarterly seniority list to the Chapter 390 President.

ARTICLE 2. NON DISCRIMINATION

- 2.1. Nevada City School District is an equal opportunity employer and prohibits unlawful discrimination and/or harassment of district employees, job applicants, in educational programs and activities based on any legally protected characteristics, actual or perceived, including, but not limited to: race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, sex, sexual orientation, gender, gender identity or gender expression or association with any of the aforementioned protected group statuses. No person shall be denied employment solely because of any impairment which is unrelated to the ability to engage in activities involved in the position(s) or program for which application has been made. It is the responsibility of the applicant to notify the employer of any necessary modifications to the job or work site in order to determine whether the employer can reasonably accommodate any known disability. The Nevada City School District prohibits sexual harassment and maintains a tobacco-free, drug-free environment. Inquiries regarding the District's nondiscrimination policies may be directed to the Superintendent or designee. No employee or person seeking employment shall be employed, discharged, or in any way favored or discriminated against because of race, color, religion, handicap, national origin, age, or sex.

ARTICLE 3. DEFINITIONS

3.1. Regular Employees

3.1.1. Probationary Employee: A person hired to fill a regular position shall be classified as a probationary employee during the first twelve consecutive months of employment.

3.1.2. Permanent Employee: A person hired to fill a regular position shall be classified as a permanent employee upon completion of twelve consecutive months probationary service.

3.2. Other Employees

3.2.1. Substitute Employee: "Substitute employee" means a person employed to replace a classified employee who is temporarily absent from duty. In addition, if the school district is then engaged in a procedure to hire a permanent employee to fill a vacancy in any classified position, the governing board of the school district may fill the vacancy through the employment, for not more than 60 calendar days, of one or more substitute employees, except to the extent that a collective bargaining agreement then in effect provides for a different period of time. EC 45103(d)(1)

3.2.2. Short-Term Employee: "Short-term employee" means a person who is employed to perform a service for the school district, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. Before employing a short-term employee, the governing board of a school district, at a regularly scheduled board meeting, shall specify the service required to be performed by the employee pursuant to the definition of "classification" in subdivision (a) of Section 45101, and shall certify the ending date of the service. The ending date may be shortened or extended by the governing board of a school district, but shall not extend beyond 75 percent of a school year. EC 45103(d)(2)

3.3. Anniversary Date

3.3.1. The anniversary date of each employee shall be July 1.

3.3.2. Classified personnel employed during the first half of the fiscal year (July 1 through December 31) shall advance to the next step of the salary schedule on July 1 of the following fiscal year.

3.3.3. Classified personnel employed during the second half of the fiscal year (January 1 through June 30) will remain on their present step on the salary schedule until July 1 of the second fiscal year.

3.4. Business Day

3.4.1. The term "business day," is defined as one in which the District Office is open for business.

3.5. Work Week

3.5.1. The work week shall consist of 8 hours per day, 40 hours per week, Monday through Friday. Part-time work shall be assigned.

3.6. Long Term Illness: Long-term Illness is the same illness or accident that is 10 days or more in duration.

ARTICLE 4. EMPLOYMENT, CONDITIONS, AND APPOINTMENT

- 4.1. All persons selected for initial employment or change in job classification may be required to pass a physical examination at District expense. Final ratification of employment is dependent on a satisfactory report on the pre-employment physical examination.

ARTICLE 5. HOURS AND OVERTIME

5.1. Overtime

5.1.1. Overtime shall be paid at a rate of at least equal to time and one-half (1 1/2) of the regular rate of pay of the employee authorized to perform the overtime.

5.1.2. Overtime is defined as: Any time required to be worked in excess of eight hours in any one day and in excess of 40 hours in any calendar week.

5.1.3. The District shall have the right to require any classified employee to work overtime as defined above. Overtime shall be assigned within a site, within a classification, by seniority on a first right of refusal basis. Whenever an employee accepts or declines the offer to work overtime, they shall move to the bottom of the rotation list. If all employees (within the particular classification) on the rotation list decline the overtime assignment, the assignment shall be offered to the remaining employees in the department. However, if all the employees in the department decline the overtime assignment, the District shall assign the employee at the top of the rotation list to work the overtime. If the employee is skipped in the rotation because a specialized skill is needed, the employee shall be entitled, upon written request, to a written explanation as to why they were skipped and written confirmation of their placement on the rotation list. The overtime list shall be posted at all sites for reference and kept on file for no less than two (2) years.

5.1.4. All overtime must be turned in on the proper time sheets and signed by the immediate supervisor who approved the work. Time sheets must be in the District Office by the last working day of each month.

5.1.5. Payment for overtime will be made on a monthly basis, on or near the tenth of the following month.

5.2. Compensatory Time

5.2.1. When compensatory time off is taken in lieu of cash compensation, such compensatory time off shall be granted within 12 calendar months following the month in which the overtime was worked and without impairing the services rendered by the District.

5.3. Breaks

5.3.1. The District will allow one fifteen minute break for each four-hour work period. This break, if not taken, cannot be used to shorten work periods.

5.4. Work year for Ten or Eleven Month Employees

5.4.1. The normal work year for personnel employed for ten or eleven months of the year shall begin approximately two to four weeks prior to the opening of school and shall end ten or eleven calendar months thereafter.

5.4.2. During the ten or eleven months of employment, personnel in these positions shall work all days not designated as classified employee holidays or employee vacation time off.

5.5. Emergency School Closure Days

5.5.1. In the event of an emergency school closure, including, but not limited to snow days (beyond calendared snow days), natural disaster, quarantine, or government order, unit members shall receive their daily rate of pay and benefits if the district receives average daily attendance credit during the periods of emergency. Unit members shall submit a timesheet to reflect hours of make-up time stemming from a non-student attendance day. The make-up time would need to be approved by the site administrator. The district shall seek a waiver for such credit. If no waiver is granted and make-up days are required by law, the Board will calendar the make-up days to commence immediately following the last day of the school year.

5.6. Start and Stop Times

5.6.1. Upon mutual agreement between the employee and the District, start and stop times may be adjusted by +/- (15 minutes).

ARTICLE 6. COMPENSATION

6.1. Compensation

6.1.1. Regular employees shall be paid on a monthly basis on the last business day of the month. All other employees shall be paid as near to the tenth (10th) of each month as possible.

6.1.2. At the request of the employee, the District may deposit salary warrants in the employee's bank on or near the last working day of the month.

6.1.2.1. A payroll check stub is sent each month to all personnel indicating deductions.

6.1.2.2. Employees entering the classified service of the District shall be placed upon the first step of the appropriate pay range. However, if a person is found to have exceptional qualifications for a position through training or experience or both, the Superintendent may authorize placement up to Step 3 of the appropriate pay range.

6.2. Mileage

6.2.1. The district will reimburse employees who use their private vehicles for District business at the mileage rate established by the Governing Board (IRS rate) provided approval was given by the supervising administrator. Employees assigned to more than one work location will be eligible for mileage reimbursement.

6.3. Longevity Bonus

6.3.1. A Classified employee who has completed fifteen years of continuous paid service will be provided a one time bonus equaling four (4%) percent of their regular annual salary as a lump sum payment. Compensation will be paid on the tenth (10th) of the month payroll, following the employee's ACTUAL anniversary date.

6.4. Vacation and Anniversary Increments

6.4.1. Beginning with the 1994-95 school year for all CURRENT EMPLOYEES, Years of Service will equal the 1993-1994 STEP plus 1, for Vacation and Anniversary increments ONLY. ALL NEW EMPLOYEES starting with the 1994-1995 school year will start YEAR 1.

ARTICLE 7. VACANCIES, TRANSFERS AND RECLASSIFICATION

7.1. Vacancies

- 7.1.1. All job vacancies created by promotions, transfers, resignations, additional hours, or newly established positions in the District shall be advertised within the District.**
- 7.1.2. Notice of all job vacancies shall be sent through District email and posted on bulletin boards in prominent locations at each District job site. The job vacancy notice shall remain posted for a period of five (5) full working days, during which time bargaining unit members may file for the vacancy. The bargaining unit member is responsible for notifying the District of any interest. The District shall have the right to simultaneously advertise the position to outside applicants with the express guarantee that all outside applications shall be placed in a sealed envelope not to be reviewed until the completion of the interview process within the bargaining unit.**
- 7.1.3. Applications for lateral transfers (i.e., the same class and number of hours) may be made in writing to the District Office when the vacancy has been advertised.**
- 7.1.4. When the hours of a regular position are increased by 30% or more than of the time previously held by the position, the new position will be advertised.**
- 7.1.5. Employees who were in deleted positions will be afforded the opportunity to apply for the new position or request a reassignment to another vacant position within the District. A classified employee who works a minimum of 30 minutes per day in excess of their part-time assignment for a period of 20 consecutive working days or more, shall have his basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis as specified in Section 45136. EC 45137**

7.2. Transfers

- 7.2.1. Applications from current employees will be reviewed by their immediate supervisor with confidential communication to the Superintendent as to the qualifications of the employee with respect to the vacancy. The supervisor of the position declared open will receive and consider the recommendations of the applicant's immediate supervisor.**
- 7.2.2. If the supervisors above determine that an existing employee is the best person qualified to fill the vacancy, and that the consequent transfer will not be at odds with the best interest of the District, the transfer and/or promotion shall be made.**
- 7.2.3. When more than one qualified employee applies for an announced opening, seniority in the District will be used as the "tie breaker."**

7.3. Assignment / Reassignment

- 7.3.1. Employees shall be subject to assignment or to change in assignment as the Superintendent shall deem to be for the best educational interests of the schools and pupils therein. Except when there are circumstances which require immediate action, classified employees shall receive ten working days' notice of change in assignment.**

7.3.2. Reassignment to a Higher Classification

7.3.2.1. A classified employee who is reassigned to a position with a higher salary range shall be placed on the step in the new classification representing the next higher amount of money.

7.3.2.2. If a classified employee voluntarily reassigned to a higher classification would have progress one step on their original range of the salary schedule as of July 1, they shall progress one step on the new range of the salary schedule as of July 1. If they would have retained their step on the original range of the salary schedule as of July 1, they shall retain their step on the new range of the salary schedule as of July 1.

7.3.2.3. A classified employee who is reassigned to a higher classification shall serve in a probationary capacity for twelve (12) months in the new position. However, they do retain their permanent status in their original classification.

7.3.3. Reassignment to a Lower Classification

7.3.3.1. An employee who is voluntarily reassigned to a position with a lower salary range shall be placed on a step in the new classification representing their years of experience with the District and the original placement. The employee's anniversary date shall remain the same.

ARTICLE 8. VACATIONS

- 8.1. Every regular employee shall be entitled to vacation time off or pay depending on the position. Vacation will be frontloaded at the beginning of the year.
- 8.2. This benefit is accumulated at the rate of one employee work day for each month employed more than one-half of a calendar month.

8.3. Paid Vacation Days

Year 1 - 5	One (1) day per month	Max. 12 work days
Year 6 - 10	Three (3) extra days	Max. 15 work days
Year 11 -more	Three (3) extra days	Max. 18 work days
Approved by the Board of Trustees 4/16/06		

- 8.4. Classified employees on a student attendance schedule are required to be on duty each school day except for reasons covered under Article X, Leaves of Absence. Compensation for vacation accrued shall be computed annually and paid with monthly salary warrants.
- 8.5. The scheduling of vacations shall be at the discretion of the District.
- 8.6. Employees must be employed for six months before being entitled to use vacation time.
- 8.7. Employees must have a vacation leave request approved by the District prior to taking leave.
- 8.8. Employees shall be permitted to terminate vacation leave and begin sick leave without a return to work provided the employee supplies the District with a written letter from a medical doctor verifying the accident, illness, or injury.
- 8.9. Regular classified employees working a consecutive additional period during the summer equal to or exceeding one month shall be entitled to additional vacation days beyond vacation accumulated during their regular month employment. Additional vacation shall be accumulated in accordance with this policy.
- 8.10. The regular classified employee may be granted vacation during the school year even though not earned at the time the vacation is taken.
- 8.11. Twelve month employees will receive pay for all unused vacation time. The employee may carry over ten (10) days of vacation to the following year.
- 8.12. If a regular classified employee is terminated or resigns and had been granted vacation which was not yet earned at the time of termination of their services, the District shall deduct from the regular classified employee's severance check the full amount of salary which was paid for such unearned days of vacation.
- 8.13. Upon separation from service, the regular classified employee shall be entitled to lump-sum compensation for all earned and unused vacation.

8.14. Classified employees are granted additional vacation days according to their years of service starting from anniversary date.

ARTICLE 9. HOLIDAYS

9.1. The following holidays listed under Education Code section 45203 shall be observed:

- January 1 (New Year's Day)
- Third Monday in January (M.L. King, Jr. Day)
- February 12 or specified alternate (Lincoln's Day)
- Third Monday in February (Presidents' Day)
- Fourth Monday in May (Memorial Day)
- July 4 (Independence Day)
- First Monday in September (Labor Day)
- September 9 (Admission Day)*
- November 11 (Veterans' Day)
- Thanksgiving Day
- December 25 (Christmas)
 - *Any other mandated paid holiday as provided by E.C. section 45203
 - *This day is designated as a classified work day and will be substituted for another day as stipulated in the work calendar each year for classroom related employees, and will be designated a Floating Paid Holiday for all other classified employees.

9.2. When any of these legal holidays fall on Sunday, the following Monday will be considered a holiday.

9.3. If any of these legal holidays fall on Saturday, the previous Friday will be a holiday.

9.4. The Governing Board has granted the following additional holidays for classified personnel:

- The day after Thanksgiving
- Two days at Christmas to be determined by the Superintendent and the classified employees.

9.5. It may be necessary to require a classified employee to work on one or more holidays during the year. When a classified employee is required to work on any of these holidays, he or she shall be paid compensation, or given compensating time off, for such work in addition to the regular pay received for the holiday, at the rate of time and one-half of the employee's regular rate of pay. (Education Code section 45203)

9.6. Employees terminating their service with the District shall receive payment for the total hours worked including year end holidays and vacation days if not computed in their regular salary.

ARTICLE 10. LEAVES OF ABSENCE

10.1. All absences are to be reported to the site office of assignment, as soon as is reasonably practicable.

10.2. Sick Leave

10.2.1. Each employee shall be entitled to one paid work day of sick leave for each month worked, partial months will be pro-rated. Unused sick leave shall accrue from year to year with no maximum. Sick leave entitlement shall be pro-rated for part-time employees. Sick leave may be used for the employee's own illness or for preventative health care appointments or procedures, or for illness or preventative health care for a family member under Kin Care (see article 10.2.2)

10.2.2. A new employee of the District shall not be eligible to take more than six days of paid leave until the first day of the calendar month after completion of six (6) months of active service. This provision shall not affect unpaid leave that might be available under federal or state laws.

10.2.3. If a classified employee terminating service has exceeded the amount of sick leave days to which they are entitled, the employee shall reimburse the District or be docked from final pay. The District will require employees who may exceed their available sick leave days to sign a Payroll Deduction Authorization Form for this purpose.

10.2.4. Proof of illness or injury, or preventative care appointments, may be required at the Superintendent's discretion.

10.2.5. Acknowledging that the use of regular and accumulated sick leave as stated herein reduces a unit member's sick leave entitlement for their own illness or injury, and potentially reduces a unit member's retirement allowance, a unit member may use, in any school year, up to one-half (1/2) of their annual allowance of sick leave credited per paragraph 2.1 above and any or all accumulated sick leave to care for a child, parent, parent-in-law, spouse, registered domestic partner, grandparent, grandchild, or sibling who is ill, or for preventative care for that family member pursuant to Labor Code section 233. For the purpose of this Article, parent means a biological, foster, or adoptive parent, a step-parent, or a legal guardian, or parent-in-law. For the purpose of this Article, child means a biological, foster or adopted child, a step-child, a legal ward, or a child of a person standing in loco parentis.

10.2.6. The District shall provide each unit member with a written statement of the accrued total amount of sick leave available to the member.

10.3. Extended Illness Leave

10.3.1. When a person employed in the classified service is absent from their duties on account of illness or accident, whether or not the absence arises out of or in the course of employment, for a period of five (5) months or less, the employee is entitled to long term illness leave as follows:

10.3.2. After all regular paid sick leave as earned pursuant to Administrative Regulation 4501, Sick Leave, has been exhausted, the employee is to be compensated 50 percent of their regular salary for the remainder of 100 working days.

- 10.3.2.1. Each year, each regular classified employee shall be credited with no fewer than 100 working days of paid leave for personal illness or accident, including current year and accumulated days of leave. When the current year and accumulated days at full pay are exhausted, the remainder of the 100 days shall be compensated at 50 percent of the employee's regular salary. Any of the 100 days of leave not used during the year in which they are credited shall be forfeited and shall not accumulate from year to year. This paid leave shall be exclusive of any other paid leave, holidays, vacation, or compensatory time to which the employee may be entitled. (Education Code 45196)
- 10.3.2.2. 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 a re-employment 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 except for a re-employment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.
- 10.3.3. The paid sick leave authorized under this leave shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the employee may be entitled.
- 10.3.4. DEFINITION: Long-term illness is the same illness or accident that is 10 days or more in duration.
- 10.3.5. If an employee is disabled by pregnancy, childbirth or related medical conditions, she is eligible to take a pregnancy disability leave ("PDL").
- 10.3.6. The PDL is for any period(s) of actual disability caused by pregnancy, childbirth or related medical condition up to four months (17.3 weeks or 88 work days for a full-time 12 month employee) per pregnancy.
- 10.3.7. The District's 12-month period for FMLA-CFRA is the Fiscal Year (7/1 through 6/30).
- 10.3.8. The PDL does not need to be taken in one continuous period of time, but can be taken on an as-needed basis, as intermittent or reduced schedule leave.
- 10.3.9. Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth is covered by California PDL.
- 10.3.10. The employee is required to obtain a certification from her health care provider verifying her pregnancy disability or the medical advisability for a temporary transfer
- 10.3.11. Leave for pregnancy-related disability is a serious health condition under the Federal Family & Medical Leave Act (FMLA) and FMLA will be applied concurrently, up to 12 weeks of the four months of PDL for employees who meet the eligibility requirements for FMLA.
- 10.3.12. Parental or child bonding leave is separate from PDL, and may be applied beginning after the employee's period of actual disability due to conditions of pregnancy, childbirth, and recovery are concluded.

10.3.13. PDL is job protected and benefit protected, but is unpaid. The employee may apply paid leave accruals from sick leave or extended sick leave for absences due to pregnancy-related disability.

10.4. Industrial Accident and Illness Leave

10.4.1. Employees are eligible for leave of absence because of industrial accident or illness which the District's industrial accident insurance carrier considers a valid claim. Allowable leaves shall not be for more than sixty (60) service days in any one fiscal year for the same accident and shall commence the first day of absence.

10.4.2. Leave authorized under this section shall not accumulate from year to year.

10.4.3. In the event an employee's period of absence while receiving benefits under this section enters a new or subsequent school year, such employee shall be eligible only for that portion of the original benefit which was not utilized the first year. The sixty (60) days is a maximum for the same industrial illness or injury.

10.4.4. Benefits provided in this section are in addition to sick leave benefits under Education Code 45196. Accordingly, the District shall not deduct accumulated sick leave from the sick leave allotment of an employee who is absent under authority of this section.

10.4.5. Industrial injury benefits are only payable for accepted industrial injuries that arise out of employment or are incurred in the course and scope of employment. Determination of any employee's eligibility for benefits authorized shall be with the District's workers' compensation carrier.

10.5. Personal Necessity Leave

10.5.1. Each employee shall be entitled to use up to eight (8) days of their accumulated sick leave allotment during any school year in case of personal necessity. Earliest possible notification shall be rendered and the employee shall document or otherwise demonstrate the personal necessity. "Personal Necessity" is defined as:

10.5.1.1. Death or serious illness of a member of the employee's immediate family. "Immediate Family" is defined as: spouse or domestic partner, mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse or domestic partner of the employee, son, son-in-law, daughter, daughter-in-law, brother, sister, or member of the immediate household of the employee.

10.5.1.2. Accident involving the person or property of the employee or the person or property of the employee's immediate family.

10.5.1.3. Parent or legal guardian is absent because of sick child; or

10.5.1.4. Break-down of car; or

10.5.1.5. Funeral of someone who is not covered in the present Bereavement Leave Policy; or

Mandatory Court appearance.

10.5.1.6. Personal importance, as determined by the Classified employee.

10.5.1.6.1. Limitations to 10.5.1.6:

10.5.1.6.1.1. Shall not be accumulative from year to year.

10.5.1.6.1.2. Advance notice of 24 hours, or as much advance notice as possible, when taking this leave.

10.6. Bereavement Leave

10.6.1. Each employee shall be entitled to three (3) days paid leave of absence, or five (5) days if out-of-state, or one-way travel in excess of 500 miles is involved, on account of death of any member of the employee's immediate family. This leave shall not be accumulative, and shall not be deducted from the employee's sick leave allotment. The District shall require the use of benefits authorized under this section before permitting utilization of benefits authorized in Personal Necessity Leave.

10.7. Jury Service/Subpoena

10.7.1. If an employee is called to serve as a juror in court during a period in which the employee is on duty:

10.7.1.1. The employee shall receive their rate of pay for any day of jury duty which occurs on a normal work day.

10.7.1.2. The employee shall endorse and present to the District any warrants which represent payment for jury service. The District will reimburse employee for mileage portion of payment.

10.7.1.3. If the employee is released from jury duty prior to close of work assignment they shall return to the work station.

10.7.1.4. If an employee is requested to appear in court under subpoena or judicial mandate, they shall be released from duty under this provision.

10.8. Leave of Absence Without Pay

10.8.1. The request for leave of absence without pay will be considered on an individual basis, subject to the discretion of the Governing Board upon recommendation of the Superintendent.

10.9. Prior Service Credit for Sick Leave

10.9.1. Any employee who has been employed by another public school district in California for a period of one calendar year or more and is employed by the District within one year from the date of said previous employment, shall be credited with all earned unused sick leave from the employee's former employment.

10.10. Disposition of Sick Leave at time of Retirement or Termination

10.10.1. If employee terminates all sick leave is lost or can be transferred to another public school district in California within one (1) year of termination.

10.10.2. If employee retires, sick leave is converted to a percentage of a full year and is credited by PERS for retirement benefits.

ARTICLE 11. BENEFITS

11.1. The benefit cap will be \$ 665.35 per month.

11.2. Medical, Dental, and Vision Insurance

11.2.1. Effective July 1, 2017, all bargaining unit members who work six (6) or more hours per day shall be eligible to receive the full District contribution of \$665.35 per month toward their medical, dental and vision insurance. For employees who work between four (4) and six (6) hours per day, the District contribution shall be prorated. The District contribution shall continue through all 12 months of the fiscal year regardless of an employee's ten (10), eleven (11), or twelve (12) month employment status.

11.3. Unemployment Insurance

11.3.1. Members of the classified staff are covered by unemployment insurance, the cost of which is paid by the District. Unemployment insurance coverage is not available to employees who are not working during times when students are not in school (i.e., Easter, Christmas, and summer recess).

11.4. Workers' Compensation Insurance

11.4.1. All employees are covered by Workers' Compensation Insurance. Injuries must be reported to the school office immediately. The employee and the school office will fill out an accident form and report the injury to the District Office within 24 hours.

ARTICLE 12. EMPLOYEE EVALUATION PROCEDURE

12.1.Procedure

- 12.1.1. Permanent employees assigned to regular full-time and part-time positions will be evaluated by their immediate supervisor at least once each year. The basic goal of the District evaluation process is to help each employee perform their present job more effectively to the mutual benefit of the individual and the District.**

In addition to subdivision (a), all of the following shall apply to an employee of a school district:

- (1) Information of a derogatory nature shall not be entered into an employee's personnel records unless and until the employee is given notice and an opportunity to review and comment on that information. The employee shall have the right to enter, and have attached to any derogatory statement, their own comments. The review shall take place during normal business hours and the employee shall be released from duties for this purpose without salary reduction. EC 44031 (b)(1)**

- 12.1.2. Probationary employees assigned to regular positions will be evaluated every ninety (90) days during their probationary year.**

ARTICLE 13. GRIEVANCE PROCEDURE

13.1.A "grievance" is defined as a formal allegation by a District employee (grievant) that the employee or CSEA has been adversely affected by a violation of the specific provisions of this contract.

13.2. Step 1 Informal Resolution

13.2.1. Any classified employee represented by this contract who believes they have a grievance shall present the grievance orally to the supervising administrator within ten (10) working days after they knew, or reasonably should have known, of the circumstances which constitute the grievance. The supervising administrator shall hold discussions and attempt to resolve the matter. It is the intent of this informal process that at least one personal conference be held between the potential grievant and the supervising administrator. This conference is to be held within five working days. If the matter is not resolved during the informal resolution process, the formal grievance shall continue to Step 2.

13.3. Step 2 Formal Grievance Procedure

13.3.1. If the grievant (employee) is not satisfied with the informal proposed resolution, the grievant shall present the grievance in writing to the supervising administrator within five working days receipt of the supervising administrator's informal proposed resolution. The written grievance shall include:

13.3.1.1.A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance;

13.3.1.2.A listing of the provisions of the contract which are alleged to have been violated;

13.3.1.3.A listing of the reasons why the supervising administrator's proposed informal resolution is unacceptable;

13.3.1.4.A listing of the specific remedy desired.

13.3.1.5.The supervising administrator shall respond in writing to the grievant within five (5) working days' receipt of the grievance.

13.4. Step 3

13.4.1. If the grievant is not satisfied with the written proposed resolution, the grievant shall next present the grievance in writing to the Superintendent within five (5) working days receipt of the supervising administrator's Step 2 written proposed resolution.

13.4.2. The Superintendent shall meet with the grievant regarding the grievance within five (5) working day's receipt of the grievance.

13.4.3. The Superintendent shall indicate the disposition of the grievance in writing within five (5) working days of the above meeting.

13.5.Step 4

- 13.5.1. If the grievant is not satisfied with the proposed disposition, the grievant shall request in writing a hearing before the Governing Board within five (5) working day's receipt of the Superintendent's disposition. The written request shall be filed in the office of the Superintendent.
- 13.5.2. The Governing Board shall convene a hearing at the next regularly scheduled board meeting regarding the grievance and shall conduct such hearing in such manner as the Board may determine with counsel of the grievant party.
- 13.5.3. The decision of the Governing Board shall be final and binding on the parties.

13.6.Miscellaneous Provision

- 13.6.1. Time limits indicated in this procedure may be extended by written, mutual agreement of the parties.
- 13.6.2. Failure of the supervising administrator or Superintendent to respond with a proposed resolution within the time limits shall constitute authority for the grievant to proceed to the next higher step in the procedure.
- 13.6.3. Any grievance not advanced from one step to the next within the time limits shall be deemed resolved by the proposed resolution at the previous step.
- 13.6.4. The grievant shall be present at all steps of the grievance procedure.
- 13.6.5. Until final disposition of the grievance takes place, the grievant shall be required to conform to the original direction of the grievant's supervisor.
- 13.6.6. All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 13.6.7. Every effort will be made to schedule meetings/hearings for the processing at times which will not interfere with the regular work day of the participants. If any meeting/hearing must be scheduled during the work day, any District employee required by either party to participate as a witness or grievant in such meeting/hearing shall be released from regular duties without loss of pay for the duration of said meeting and/or prep time for said meeting, as agreed to by both parties.
- 13.6.8. If the grievance arises from an action of authority higher than the immediate supervisor, grievance may be initiated at Step 3 of the procedure.
- 13.6.9. Nothing contained herein shall deny to any employee their rights under the state or federal constitution or laws.

ARTICLE 14. PROCEDURES FOR SEPARATION OF SERVICE

14.1. Resignations – Retirement

- 14.1.1. An employee who plans to resign or retire from employment in the District is requested to notify the Superintendent in writing at least two weeks prior to the last day of employment.

14.2. Job Abandonment

- 14.2.1. If an employee is absent from work for a period of three or more consecutive days without notifying the supervisor, the District may declare that person's job "abandoned" and the employee may be suspended subject to dismissal. In this event, the employee will have the same right of appeal as provided in other cases of dismissal, suspension, and demotion.

14.3. Termination of Probationary Employment

- 14.3.1. The District retains the right to release a probationary employee with or without cause so long as the release occurs within the first twelve months of initial employment with the District.

14.4. Termination of Permanent Employment

- 14.4.1. A permanent employee may be terminated only by the Governing Board upon the recommendation of the Superintendent or designee.

14.5. Causes for Suspension, Demotion, or Dismissal

- 14.5.1. The Governing Board may suspend, demote, or dismiss a classified employee for one or more of the following causes:

- 14.5.1.1. Inability, failure, or refusal to perform assigned tasks and/or excessive tardiness.

- 14.5.1.2. Conviction of any criminal act involving moral turpitude.

- 14.5.1.3. Conduct unbecoming an employee in the public service.

- 14.5.1.4. Incapacity due to mental or physical disability.

- 14.5.1.5. Incompetency or inefficiency.

- 14.5.1.6. Insubordination.

- 14.5.1.7. Possession or consumption of alcoholic beverages, controlled substances, or habit forming drugs while on duty.

- 14.5.1.8. Neglect of duty.

- 14.5.1.9. Negligence or willful damage to public property or waste of public supplies or equipment.

- 14.5.1.10. Fraud in obtaining employment.

- 14.5.1.11. Revocation of any license which is required for employment.

- 14.5.1.12. Dishonesty or intentional falsification of job related information such as theft of property, leave requests, hours reported on time sheets, etc.
- 14.5.1.13. Discourteous treatment of the public, pupils. or other employees.
- 14.5.1.14. Violation or refusal to obey the school laws of the state or regulations of the State Board of Education or by the Governing Board.

14.5.2. Dismissal procedures

- 14.5.2.1. (14.5.1.3) and (14.5.1.13) requires a witness to the charge(s).
- 14.5.2.2. Any permanent employee may be suspended, demoted, or dismissed for cause by the Superintendent providing proper Notification of Charges is provided to the employee in compliance with Article 14, 14.5.3.1 and 14.5.3.2

14.5.3. Notification of Charges

14.5.3.1. The Superintendent shall file a written statement of the reasons for suspension and/or recommended dismissal and either serve the employee in person with the statement or send it United States Certified Mail to the employee at the last known place of residence. The burden of proof of any charge shall remain with the District.

14.5.3.2. The written notification shall include:

- 14.5.3.2.1. The specific charges against the employee,
- 14.5.3.2.2. The employee's right to a hearing,
- 14.5.3.2.3. A paper, the signing and filing of which shall constitute a demand for a hearing and a denial of any or all charges, and
- 14.5.3.2.4. Notice that the employee has ten (10) calendar days in which to request a hearing. If such request is not filed, the suspension shall be deemed a dismissal of the suspended employee.

14.6. Rights of the Employee - Request for Hearing

- 14.6.1. The employee may file a written request for a hearing with the Superintendent within ten (10) calendar days of the suspension. The hearing shall be held between the employee and the Superintendent within five (5) days of the employee's request for the hearing.
- 14.6.2. If the employee requests a hearing before the Superintendent, all information and records pertinent to the case shall be made available to the employee or to the individual or organization designated by them as the employee's representative at the hearing.
- 14.6.3. Upon the date set for hearing, both the suspended employee and the Superintendent shall have the right to introduce such testimony and other evidence as may be relevant to the cause of suspension. Technical rules of evidence shall not be applicable to the hearing before the superintendent. At the conclusion of the hearing, the Superintendent shall prepare a written report of their findings, and decision in the matter, a copy of which shall be forwarded to the suspended employee by United States Certified Mail, postage prepaid, within 24 hours of the hearing.

14.7. Informal Conference (Skelly Hearing)

14.7.1. By filing written notice and prior to the requested hearing, the employee and/or CSEA shall have the right to a meeting with the Superintendent or a designated Skelly Officer who has the authority to confirm, rescind or modify the proposed discipline.

14.8. Requests for Hearing with the Board

14.8.1. If the employee is not satisfied with the findings of the Superintendent following the first hearing a hearing with the Board must be filed within ten (10) calendar days after receiving the written findings of the hearing with the Superintendent. If such request is not filed, the suspension shall be deemed a dismissal of the suspended employee.

14.8.2. The employee shall be given notification of the date of such hearing with the Governing Board in sufficient time to allow them to prepare.

14.9. Hearing Procedure

14.9.1. All hearing procedures shall be held in Closed Session of the Governing Board unless the appealing employee requests an open hearing in the written appeal.

14.9.2. The Governing Board, sitting as a Hearing Committee, shall be instructed as to its duties, purpose, procedure, and method of reporting by the President of the Governing Board.

14.9.3. The finding and decision of the Governing Board shall be in writing and shall be final and conclusive on all parties.

ARTICLE 15. LAYOFFS AND RE-EMPLOYMENT

15.1. Classified employees shall be subject to layoff for lack of work or Board action restricting budget allocations for services lack of funds.

15.1.1. Layoff is defined as separation from service because of lack of work or lack of funds for an involuntary reason not reflecting discredit on an employee.

15.1.2. Whenever a classified employee is laid off, the order of layoff within the class shall be determined by date of hire. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first.

15.1.3. Persons laid off because of lack of work or lack of funds will be placed on a re-employment list and will be eligible for re-employment for a period of 39 months. Re-employment shall be in reverse order of layoff (i.e., more senior employees shall be rehired first). EC 45298 (a)(3)

15.1.3.1. An employee who takes a voluntary demotion or a voluntary reduction in assigned time in lieu of layoff or to remain in his or her present position rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months, provided that the same tests of fitness under which the employee qualified for appointment to the class still apply. The personnel commission shall make the determination of the specific period eligibility for reemployment on a class-by-class basis. EC 45298 (b)

15.1.4. Employees having been placed on the re-employment list shall be rehired in order of seniority to their former classification without examination. Employees may apply on an open basis for other positions subject to their qualifications through prevailing examination procedures.

15.2. Effects of Layoff

15.2.1. Application

15.2.1.1. Equal Seniority. If two or more employees subject to layoff have equal classification seniority, the determination as to who should be laid off first shall be made on the basis of the hire date seniority or, if that is equal, the determination shall be made by lot.

15.2.1.2. Layoff in Lieu of Bumping. An employee who elects a layoff in lieu of bumping shall maintain his/her re-employment rights as defined under this contract.

15.2.1.3. An employee electing to accept demotion or reduction of assigned time in lieu of layoff must notify the District in writing of such election no later than five (5) working days after receipt of layoff notice.

15.2.1.4. **Retirement in Lieu of Layoff.** An employee who is laid off and is qualified for PERS retirement may elect service retirement and the district shall notify PERS that retirement was due to layoff upon receipt of notification by the employee. Such employee shall, within five (5) working days from the receipt of notification and layoff, complete and submit a retirement form provided by the district for this purpose. This employee's name shall be placed on a re-employment list for thirty-nine (39) months.

15.2.1.5. **Seniority Roster.** The district shall maintain an updated seniority roster indicating bargaining unit employees' classification seniority which shall be available to CSEA.

15.3. Notice

15.3.1. A written notice of layoff shall be sent by certified mail or personal service to the affected employee(s) not less than sixty (60) days prior to the effective date of the layoff. Copies of each notice shall be sent to the president of the CSEA chapter #390 and their field representative.

15.3.2. The notice shall contain: 1) the reason for layoff and its effective date; 2) the employee's displacement rights, if any; and 3) the employee's re-employment rights.

15.4. Re-employment Rights

15.4.1. The names of laid off employees shall be placed on re-employment lists in the order of layoff for thirty-nine (39) months. The names of employees who took voluntary reassignments, in lieu of layoff shall be placed on re-employment lists for thirty-nine (39) months plus an additional twenty-four (24) months. Such employees shall be re-employed in preference to new applicants.

15.4.1.1. An employee on a re-employment list shall have five (5) days after receipt of an offer of re-employment to accept or decline, in writing, employment to his/her former classification.

15.4.1.2. A laid off employee does not lose his/her seniority ranking, based on date of hire, if reemployed during the appropriate re-employment period. The time served during the laid off period does not count towards vacation accrual, sick leave accumulation, nor for other benefit coverage.

15.5. Maintenance of Benefits Rights

15.5.1. **Health and Welfare Benefits.** Eligibility for district contribution for laid off employees or for these employees who voluntarily took a reduction of hours in lieu of lay off shall be on a case by case basis, regarding the level of contribution by the District, if any.

15.5.2. **Leave benefits.** If the employee is laid off, all sick leave accumulated prior to the effective date of layoff shall be credited back to the employee's record upon his/her re-employment with the district, during the re-employment period.

15.6. Miscellaneous Provisions

- 15.6.1. An employee must have worked in a classification to be eligible for bumping rights, in the event of a layoff. Bumping rights are based upon an individual's seniority ranking.
- 15.6.2. Longevity and Step Increment. A laid off employee who is reemployed during the re-employment period will be placed at the schedule step and/or longevity step held prior to the layoff unless the employee had served at least 75 percent of the days of that school work year, in which case the employee would be placed on the next appropriate step.

ARTICLE 16. SCHOOL/WORK YEAR CALENDARS

16.1. A current school calendar is available from each school office, the District Office, or District Website.

16.2. Work year calendars will be drafted upon consultation with representative of CSEA Chapter 390.

ARTICLE 17. JOB DESCRIPTIONS

17.1. Job descriptions are adopted by the Board of Trustees for each classified position and are available from your immediate supervisor or the District Office. Review of job descriptions will be conducted as needed upon request of District Administration or CSEA.

17.2. A full review is to be conducted not less than every five (5) years upon written request from either party.

ARTICLE 18. AGREEMENT RATIFICATION

18.1. This is an Agreement made and entered into between the Nevada City School District and the California School Employees Association, Chapter 390.

18.2. This contract shall remain in full force and effect up to and including July 1, 2017 to June 30, 2020 with reopeners for salary, health insurance coverage, and one Article of choice for each party in each succeeding year to begin on or about March 1 of each year.

For Nevada City School District

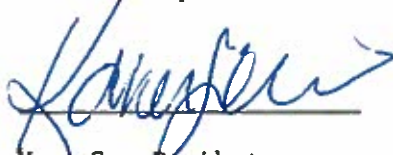


A handwritten signature in blue ink, appearing to read 'Trisha Dellis', written over a horizontal line.

Trisha Dellis, Superintendent

10/4/18

For CSEA, Chapter 390



A handwritten signature in blue ink, appearing to read 'Karen Gray', written over a horizontal line.

Karen Gray, President

APPENDIX A- SALARY SCHEDULE

NEVADA CITY SCHOOL DISTRICT CLASSIFIED SALARY SCHEDULE 2018-2019

RANGE	STEPS										10+2%	10+3%	10+4%	10+5%
	1	2	3	4	5	6	7	8	9	10	11-14	15-19	20-24	25+
Technology Technician 29	16.84	17.51	18.21	18.94	19.70	20.49	21.31	22.16	23.04	23.97	24.45	24.69	24.92	25.16
Maintenance Engineer Secretary III Special Ed Secretary 28	16.06	16.71	17.37	18.07	18.79	19.54	20.32	21.14	21.98	22.86	23.32	23.55	23.78	24.01
Maintenance/Custodian/Grounds 27	15.44	16.06	16.69	17.36	18.05	18.78	19.54	20.33	21.13	21.99	22.43	22.65	22.87	23.09
26	14.56	15.14	15.75	16.38	17.03	17.71	18.42	19.16	19.93	20.72	21.14	21.34	21.55	21.76
Behavioral Assistant Library Coordinator Healthy Kids Program Coordinator School Site Child Care Specialist 25	14.01	14.57	15.15	15.76	16.39	17.05	17.73	18.44	19.17	19.94	20.34	20.54	20.74	20.94
24	13.23	13.76	14.31	14.89	15.48	16.10	16.75	17.42	18.11	18.84	19.21	19.40	19.59	19.78
23	12.72	13.23	13.76	14.31	14.88	15.48	16.10	16.74	17.41	18.11	18.47	18.65	18.83	19.01
Assistant for Special Needs Student Pupil Assistance Liaison Special Education Assistant Instructional Assistant II Driver 22	12.48	12.98	13.50	14.04	14.60	15.18	15.79	16.42	17.08	17.76	18.12	18.30	18.47	18.65
Noon Duty Support	20.00	* This position does not receive annual step increases, per CSEA MOU, May 2015.												

Step Progression: 4% avg. ANNUAL BENEFIT CAP: \$7984.20 -- \$665.35/mo

LONGEVITY BONUS: A Classified employee who has completed fifteen years of continuous paid service will be provided a one-time bonus equaling four (4%) percent of their regular annual salary as a lump sum payment. Compensation will be paid on the tenth (10th) of the month payroll, following the employee's ACTUAL anniversary date.

Anniversary Increments *YEARS OF SERVICE*	*YEARS OF EMPLOYMENT*	Paid Vacation Days
Step 11 - 14 = Hourly rate increase of 2% of Step 10	Year 1 - 5 = One day per month worked (max. 12 days for full-time)	
Step 15 - 19 = Hourly rate increase of 3% of Step 10	Year 6 - 10 = Three extra days (max. 15 days for full-time)	
Step 20 - 24 = Hourly rate increase of 4% of Step 10	Year 11 or more = Three extra days (max. 18 days for full-time)	
Step 25 + = Hourly rate increase of 5% of Step 10		

- 2016/17 4% Schedule Increase - effective 7/1/2016 - Board Approved: Pending Board Approval
- 2016/17 add Healthy Kids Program Coordinator
- 2017/18 2% off schedule - Board Approved 11/28/17
- Behavioral Assistant added 1/10/18
- 2018/19 4% Schedule Increase, increase range 22 to \$12.00, move Child Care Specialist to range 25 - effective 7/1/2018