

**Agreement Between  
Anderson Valley Unified School District  
And  
California School Employees Association  
Chapter 662**

**Effective: July 1, 2010 - June 30, 2016**

**Date of Adoption: January 14, 1997**

**Last Revised: October 25, 2010**

## TABLE OF CONTENTS

	<u>Article</u>	<u>Page</u>
	PREAMBLE	3
I	RECOGNITION	4
II	DISTRICT RIGHTS	4
III	WAGES	5
IV	EMPLOYEE EXPENSES	6
V	ORGANIZATIONAL RIGHTS	7
VI	HEALTH AND WELFARE BENEFITS	8
VII	HOLIDAYS	9
VIII	VACATIONS	9
IX	LEAVES	10
X	PROFESSIONAL GROWTH	14
XI	HOURS AND OVERTIME	15
XII	GRIEVANCE PROCEDURE	16
XIII	HIRING AND TRANSFERS	19
XIV	SAFETY	20
XV	EVALUATION PROCEDURES	20
XVI	LAYOFFS AND RE-EMPLOYMENT	21
XVII	DISCIPLINARY ACTION	23
XVIII	SEVERABILITY	27
XIX	COMPLETION OF NEGOTIATIONS	27
XX	TERM OF AGREEMENT	28
	SIGNATURE PAGE	29

### Appendix

A	SALARY SCHEDULE
B	GRIEVANCE FORM
C	PROFESSIONAL GROWTH FORM
D	EVALUATION FORM
E	PERSONAL NECESSITY LEAVE REQUEST
F	VACATION REQUEST
G	PRE-AUTHORIZATION FOR OVERTIME

## **PREAMBLE**

This Agreement, hereinafter referred to as the "Agreement", is entered into this 14th day of January, 1997, by and between the Anderson Valley Unified School District, hereinafter referred to as "District", and the California School Employees Association and its Anderson Valley Chapter 662, hereinafter referred to as "CSEA". The term "Agreement" as used herein means the written agreement provided under Section 3540.1(h) of the Government Code.

Adopted 1/14/97

## **ARTICLE I RECOGNITION**

**1.1** The District recognizes CSEA as the exclusive representative for the employees in the Classified Unit, hereinafter referred to as “employees”. The Classified Unit consists of employees as stated in the listing of positions set forth in Appendix “A” of this Agreement. This Agreement applies only to employees in the above described representation unit. The unit as recognized by the District may be modified in accordance with decisions rendered by the Public Employment Relations Board on any contested positions.

**1.2** The recognized bargaining unit includes all probationary and permanent members of the classified service. Substitute and short-term employees are not included within the unit.

## **ARTICLE II DISTRICT RIGHTS**

**2.1** All matters not specifically enumerated in this Agreement are reserved to the District as provided by law. The District shall have the right to temporarily suspend provisions of this Agreement in the event of an emergency, which is defined as a natural disaster or war. During an extended emergency, the District and CSEA agree to cooperate in order to facilitate the operation of the District.

## ARTICLE III WAGES

- 3.1 Basic Salary Schedule:** During the term of this Agreement, the District shall pay the Classified Salary Schedule dollar amounts as shown in APPENDIX "A".
- 3.2 Frequency - Once Monthly:** All employees shall be paid once per month for regular assigned hours, payable on 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.
- 3.3 Supplemental Payroll:** All wages beyond those earned for regular assigned hours shall be paid in the supplemental payroll issued during the month following the pay period in which the extra wages were earned.
- 3.4 Advancement:** An employee receiving a transfer shall move to the new range at the step that guarantees his/her current hourly rate, plus one step, when possible. Salary placement of individual employees or classes of employees will be subject to negotiations between the parties.
- 3.5 Initial Step Placement:** The District shall have the right to grant new employees a maximum step placement of four (4) years at the appropriate range.
- 3.6 Step Advancement:** Newly hired employees employed between July 1 and December 31 will receive their first step increase the following July 1. Employees hired between January 1 and June 30 shall receive their first step increase the second (2nd) July 1. In either case, employees shall thereafter receive one (1) step increase each July 1 until the top step of the salary range is reached.
- 3.7 Longevity:** Employees shall receive annual longevity salary stipends based upon the following schedule:
- \$750.00 shall be granted for longevity at the 15th-19th year
  - \$1,500.00 shall be granted for longevity at the 20th-24th year
  - \$2,250.00 shall be granted for longevity at the 25th-29th year
  - \$3,000.00 shall be granted for longevity at the 30th - beyond
- 3.8 Transportation Coordinator:** The classified employee assigned the function of transportation coordinator shall receive an annual salary stipend of \$3,000.00.
- 3.9 Mileage:** Any employee required to use his/her vehicle on District business shall be reimbursed at the IRS allowable rate for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to leave from and return to the employee's normal job site after the completion of District business.
- 3.10 Meals/Lodging:** Any employee who, as a result of work assignment, must have meals and/or lodging away from the District, shall be reimbursed for hotel rooms and meals. The maximum allowance for lodging and meals is as follows:  
Lodging: \$110 plus tax per night, unless more is pre-authorized by the administration  
Breakfast: \$8.00  
Lunch: \$12.00  
Dinner: \$19.00  
Total meals must not exceed \$39.00 per day.  
Tips may be included as long as the amount does not exceed the maximum listed above.  
Receipts substantiating these amounts must be submitted to the District Office.

Adopted 8/13/08

- 3.10.1 Travel Advance:** Employees may request a travel advance. Receipts substantiating this amount must be submitted to the District Office.

Adopted 8/13/08

**3.10.2 Bus Driver Stipend:** School Bus Drivers will be provided a \$50.00 stipend for each night they are away from home on an overnight field trip.

Adopted 8/13/08

**3.11 Compensation During Required Training Period:** An employee who is required to attend training sessions or otherwise engage in training of any kind in order to continue his/her employment in a position shall receive compensation as follows:

**3.11.1** When training occurs during the employee's regular assigned working hours, the employee shall be paid at his/her regular rate of pay and shall receive all benefits to which s/he is entitled.

**3.12 Classification/Reclassification:** When a position is reclassified, the incumbent shall retain his/her current step placement in the new salary range.

Adopted 1/14/97 Revised 2/8/01

**3.13 Bilingual Stipend:** An annual salary stipend of \$500.00 shall be paid to classified employees who pass the test for bilingual/biliterate competency. The test must be passed by September 30 to receive credit for the current year. The test must be passed only once to receive the stipend.

**3.14 Out of Class Work:** If a bargaining unit employee is required to work outside his/her job classification, the salary of the employee shall be adjusted upward to his/her current hourly rate, plus one step, when possible, for the entire period the employee is required to perform such duties. The employee shall be paid on the appropriate range, or at a rate that reasonably reflects the duties required outside the employee's assigned duties. A bargaining unit employee who is temporarily working at a lower classification shall be paid his/her current hourly rate.

## ARTICLE IV EMPLOYEE EXPENSES

**4.1 Physical Examination:** The District agrees to provide the full cost of any medical examination required as a condition of continued employment for any employee.

**4.2 Job Required Re-Certification and/or Renewals:**  
The District shall compensate all employees for all hours of training, written and practical testing, and travel related thereto, for job-required re-certifications and renewals.

Adopted 1/14/97 Revised 2/8/01, 5/9/07

## ARTICLE V ORGANIZATIONAL RIGHTS

**5.1 Release Time for Conference Delegate:** The District agrees to grant unpaid release time whenever necessary to permit a CSEA Chapter Delegate to attend CSEA's Annual Conference.

**5.2 Distribution of Agreement:** Within thirty (30) days after the execution of this Agreement, the District shall provide CSEA with sufficient copies of the Agreement to provide one (1) for each school site and one (1) for the Chapter President. Copies of any amendments to this Agreement shall be provided in like fashion.

**5.3 Notice:** Official notice from the District to CSEA shall be directed to the Chapter President. Official notice from CSEA to the District shall be directed to the Superintendent. The District shall provide the Chapter President each Board packet, which shall constitute notice for those items contained therein.

Adopted 1/14/97

### **5.4 Organizational Security:**

**5.4.1 Check Off:** CSEA shall have the sole and exclusive right to have membership dues and service fees deducted for employees in the bargaining unit by the District. The District shall, upon appropriate written authorization from any employee, deduct such dues or service fees and make appropriate remittance to the Association within a reasonable time thereafter.

**5.4.2 Dues Deduction:** The District shall deduct in accordance with the CSEA dues and service fee schedule dues from the wages of all employees who are members of CSEA on the date of the execution of this agreement, and who have submitted dues authorization forms to the District. The District shall deduct the dues in accordance with the dues and service fee schedule from the wages of all employees in the bargaining unit who, after the date of execution of this agreement, become members of CSEA and submit to the District a dues authorization form.

**5.4.3 Service Fee:** CSEA and the District agree that each employee in the bargaining unit should contribute toward the cost of administration of this agreement by CSEA and for the representation of employees in the bargaining unit by CSEA.

Employees in the bargaining unit who are not members of CSEA on the effective date of this agreement, and employees who hereafter come into the bargaining unit, shall either within thirty (30) days of the date of this agreement or their employment, apply for membership and execute an authorization for dues deduction on a form provided by CSEA, or in the alternative the District shall deduct from the salaries of such employees a service fee equal to the CSEA dues schedule (consistent with Education Code 45168).

Service fee payers may receive a refund of expenditures not related to collective bargaining by notifying CSEA of their objection by June 30 of any year. The procedure for notification, and the calculations explaining the basis for the chargeable portion of the service fee as determined by an independent audit is published in the April, May and June issues of the California School Employee newspaper.

**5.4.4 Religious/Philosophical Objections:** Any employee covered by this Agreement who is a member of a religious body whose traditional tenets or teachings

include prohibitions to joining or financially supporting employee organizations, shall not be required to join, maintain membership in or financially support any employee organization as a condition of employment except that once such employee has submitted evidence to CSEA and the District which proves that s/he sincerely holds such beliefs, s/he will be required, in lieu of a service fee, to pay sums equal to such service fee either to a non religious, non labor organization or charitable fund which is exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code.

Any employee who belongs to a religious body described herein shall, within thirty (30) days of the date of this Agreement or their employment, execute a written authorization for the payroll deduction in an amount equal to the service fee payable to an eligible organization.

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.

Adopted 1/14/97

## **ARTICLE VI HEALTH AND WELFARE BENEFITS**

*Per negotiations settlement of 6/09, no further changes will be applied to Article VI Health and Welfare Benefits until July 1, 2012*

**6.1 Basic Provision:** The District agrees to provide the following insurance benefits twelve (12) months per year for all eligible employees and their dependents:

**a. Medical and Vision** - The District shall pay one hundred (100) percent of premium and a side fund contribution of up to \$500 for employees who work thirty (30) hours or more per week. The District shall pay one-hundred (100) percent of premium and one hundred five dollar side fund contribution for employees who work twenty (20) or more but less than thirty (30) hours per week.

**b. Dental** - The District shall pay one-hundred (100) per cent of premium for employees who work thirty (30) or more hours per week. The District shall pay seventy-five (75) percent of premium contributions for employees who work twenty (20) or more hours but less than thirty (30) hours per week.

**6.2 Termination:** Employees who terminate employment for any reason other than gross misconduct shall be entitled to retain coverage under the above-described insurance plans at not more than one hundred and two (102) percent of the full cost of coverage, for the period of time provided by federal law (COBRA).

Revised 6/10/2009



**ARTICLE VII  
HOLIDAYS**

**7.1 Entitlement:** The District agrees to provide all employees with the following paid holidays:

- Independence Day
- Labor Day
- Floating Holiday (Admission Day Alternate)
- Veterans' Day
- Thanksgiving Day + one
- Christmas Day + one
- New Year's Day + one
- Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day

The dates on which the above holidays are actually observed each year shall be determined by the established District process.

Adopted 1/14/97

**ARTICLE VIII  
VACATIONS**

**8.1 Accumulation:** Employees shall receive full pay for earned vacation time according to the following schedule:

<b>YEARS OF SERVICE</b>	<b>EARNED VACATION</b>
One (1) through three (3)	two weeks
Four (4) through twelve (12)	three weeks
After twelve (12)	four weeks
After twenty (20)	one (1) additional day of vacation per year to a maximum of twenty-five (25) work days

**8.2 Conditions:** Those who cannot because of work assignment take full vacation within twelve (12) months following their contract year are to be paid in lieu of vacation for unused time - not accumulated year-to-year.

Earned vacation shall not become a vested right until completion of six (6) months of employment.

Employees serving less than twelve (12) months per year shall have total vacation days pro-rated in proportion as the number of months worked per year bears to twelve (12). Pay for a day of earned vacation shall be the same as if the employee worked that day. Employees assigned less than twelve (12) months per year receive vacation pay as part of their total annual wages in lieu of time off.

A request for vacation must be received on the district supplied form (Appendix F) by the site administrator at least one week prior to the requested time off. The administrator will evaluate the request in terms of staffing constraints and notify the applicant of approval or disapproval within two (2) working days.

Adopted 1/14/97 Revised 3/16/05

## ARTICLE IX LEAVES

### **Definition of Immediate Family:**

Members of the immediate family are defined as mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative or significant other person living in the immediate household of the employee.

**9.1 Bereavement Leave:** Employees shall be granted a leave with full pay in the event of death of any member of the employee's immediate family. The leave shall be for a period not to exceed three (3) days, or five (5) days if out-of-state travel is required.

Adopted 1/14/97 Revised 11/12/98

**9.2 Jury Duty:** An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee the difference, if any, between the amount received for 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 in the amount received for jury duty. At the conclusion of jury duty, the employee shall submit a statement from the Jury Commissioner's Office specifying the dates and times served by the employee. This shall be attached to the leave and absence report.

**9.3 Military Leave:** An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

**9.4 Sick Leave:** Employees are entitled to one day of sick leave for each full month worked. Full time ten-month employees are entitled to ten (10) days sick leave each school year and full time twelve-month employees to twelve (12) days of sick leave each year commencing on the first day of employment.

**9.4.1** Employees who work less than full time shall receive sick leave in the proportion that their work week bears to the full time work week of forty (40) hours.

**9.4.2** An employee will receive full pay for those days of absence covered by sick leave provisions.

**9.4.3** Except in cases of emergency, all employees shall give notice of their impending absence to their principal or supervisor as soon as possible, but in no case less than two (2) hours before the start of a work shift.

**9.4.4** No payment for sick leave shall be made until submission by the employee on the form specified by the District and signed by the employee and the school administrator.

**9.4.5** A physician's written verification of the reason for absence due to illness or accident may be required by the District prior to payment.

**9.4.6** Satisfactory evidence that the employee is physically and mentally fit to return to work may be required of any employee who has been absent from duty for more than five (5) consecutive work days.

**9.4.7** When requested by the District, an employee shall undergo a physical or mental examination by a doctor selected by the District and the cost for such examination shall be borne by the District. The employee shall authorize the examining doctor to release the results of the examination to the District.

**9.4.8** Credit for sick 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 (6) days until the first day of the calendar month after completion of six (6) months of service in the District.

**9.4.9** If an employee does not take the full amount of leave allowed in any year under this Section, the amount not taken shall accumulate from year to year without limitation.

**9.4.10** Employees may convert unused sick leave to retirement credit upon request at time of retirement in accordance with procedures established by the Public Employees Retirement System.

Revised 10/25/10

**9.4.11** Sick leave shall be taken in two (2) hour increments.

**9.4.12** In addition to the employee's right to use of sick leave for his/her own illness or injury, any employee shall also be able to use up to twelve (12) weeks of his/her available sick leave to care for a seriously ill significant other person living in the immediate household of the employee, or a seriously ill child, parent, spouse concurrently with the use of Family Medical Leave. Verification of the serious nature and probable duration of the illness shall be the same as described in 9.4.5 of this Article.

**9.4.13 Family Medical Leave:** Whether or not an employee has exhausted his/her available sick leave, all employees will be able to take up to twelve (12) weeks of unpaid leave in any one (1) fiscal year to care for a seriously ill significant other person living in the immediate household of the employee or a seriously ill child, parent, or spouse or for the birth or adoption of employee's child, or placement with employee of a foster child. The District shall maintain the employee's health benefits on the same basis as if the employee were in paid status while on Family Medical Leave. The employee's absence under this provision shall not be considered a break in service, and the employee will be returned to his/her job without any loss of seniority status. The total of paid sick leave and/or family medical leave shall not exceed twelve weeks for these purposes.

**9.5 Industrial Accident or Illness Leave:** Employees will be entitled to industrial accident or illness leave for personal injury or illness which has qualified for worker's compensation under the laws of this state.

**9.5.1** Such leave shall not exceed sixty (60) working days in any one (1) fiscal year for the same industrial accident or illness.

**9.5.2** The District has the right to have the employee examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributed to the injury or illness involved.

**9.5.3** 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. The employee shall endorse to the District any wage loss check received. The District shall in turn issue appropriate salary warrants for the payment of the employee's regular salary, making deductions only from that amount in excess of the temporary disability indemnity payment, which is non-taxable income.

**9.5.4** 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, s/he 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.

**9.5.5** Any time an employee on Industrial Accident or Illness leave is able to return to work, s/he shall be reinstated in his/her position without loss of pay or benefits.

Adopted 1/14/97 Revised 11/12/98, Revised 5/9/07

**9.6 Personal Necessity Leave:** An employee may use, at his/her election, during any school year, not more than six (6) days of accumulated sick leave in the case of personal necessity. The employee shall not be required to secure advanced permission for leave taken for any of the following reasons:

- a. Death or serious illness of a member of his/her immediate family.
- b. Accident involving his/her person or property, or the person or property of a member of his/her immediate family.
- c. Appearance in any court or before any administrative tribunal, as a litigant, party, or witness under subpoena or any order made with jurisdiction.

**9.6.1** The employee shall submit a written request to the Superintendent or his/her designee at least forty-eight (48) hours in advance to secure permission for personal necessity leave other than for types enumerated above.

**9.7 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 upon any terms acceptable to the District and an employee. Twelve weeks prior to the expected return date of an employee who is on an uncompensated leave of absence, the District should send the employee a notification of intent to return. The employee shall return this form to the District within four weeks. The District cannot guarantee the employee's position for the following year for an employee who fails to meet this deadline.

Adopted 1/14/97 Revised 11/12/98, Revised 5/9/07

## **9.8 Catastrophic Illness Bank**

**9.8.1 Statement of Intent:** CSEA and the District agree to a Catastrophic Illness Bank effective September 30, 2005. The Bank will be funded in accordance with the terms below.

### **9.8.2 Definitions:**

- a. Catastrophic illness or injury shall be defined as any serious illness or injury that incapacitates an employee or a member of the employee's immediate family for over ten (10) consecutive days which requires the employee to take time off work.
- b. A "day" shall be any day that an employee is expected to work.

### **9.8.3 Creation:**

- a. Days in the bank will accumulate from year to year.
- b. Days will be contributed to the Bank and withdrawn from the Bank without regard to the rate of pay of the Bank participant.
- c. A committee will be formed consisting of one administrator and two Catastrophic Illness Bank members elected by CSEA at the beginning of each school year. The purpose of the committee is to ensure the legitimacy of each request for withdrawal from the Bank. The committee will consider and have the power to approve or disapprove any request for withdrawal from the Bank. The decision of the committee will be final.

### **9.8.4 Eligibility and Contributions:**

- a. All classified employees on active duty with the District are eligible to contribute to the Catastrophic Illness Bank.
- b. Participation is voluntary, but requires contribution to the Bank.
- c. Only current contributors are eligible to withdraw from the Bank.
- d. Employees who elect not to join the Bank upon first becoming eligible may join at the beginning of any school year.
- e. The contribution shall be authorized by the employee and continued until canceled by the member. If an employee cancels, he/she cannot withdraw catastrophic leave from the Bank.
- f. Sick leave authorized for contribution to the Bank shall not be returned.
- g. Contributions shall be made by the first paycheck of the school year. New employees must contribute at the beginning of a school year.
- h. The annual rate of contribution per Bank member for each school year will be one (1) day. If the number of days in the Bank at the beginning of a school year exceeds sixty (60), no contribution will be required of returning members. Those joining for the first time and those returning from leave will be required to contribute one day to the Bank.

### **9.8.5 Withdrawal from the Bank:**

- a. Bank members may apply for a withdrawal from the Bank after having exhausted their sick leave and then missing ten (10) consecutive days for the same illness or injury.
- b. Bank members must use all sick leave, but not all differential leave available to them before becoming eligible for a withdrawal from the Bank.
- c. Withdrawals from the Catastrophic Illness Bank will be granted in units of no more than twenty (20) days. Members may submit requests for extensions of withdrawals as their prior grants expire. A member's withdrawal may not exceed the maximum period of sixty (60) days per school year. Having exhausted the

time limit in a given year, a member may not apply for withdrawal from the bank for five (5) years.

**d.** The Bank will not grant requests for withdrawal of days beyond the amount in the Bank. The District or the Bank is under no obligation to pay the participant any funds. If the Committee denies any withdrawal requests, it will notify the member in writing.

**e.** Leave from the Bank may not be used for illness or disability which qualifies the employee for worker compensation benefits.

**9.8.6 Termination:**

If the Catastrophic Illness Bank is terminated for any reason, the days remaining will be returned to the current members of the Bank in an equitable manner, agreed upon by an administrator and CSEA.

Adopted 3/16/05

## **ARTICLE X PROFESSIONAL GROWTH**

**10.1 Statement of Intent:** The professional growth program is designed to increase the potential of classified employees and provide an incentive to expand knowledge and acquire skills through courses, workshops, lecture series, institutes, conferences, and leadership activities. It is anticipated that coursework will either be related to improvement of job performance in the position occupied by the employee or to meeting the requirements of a job to which the employee aspires.

**10.2 Committee:** There will be a professional growth committee consisting of a school board designee, a principal, and two classified employees selected by CSEA. The principal will convene the committee.

**10.3 Eligibility:** All probationary and permanent classified employees within the district shall be eligible to participate in the professional growth program. Credits cannot be earned by any employee during a leave of absence. Courses required of employment appropriate for professional growth units. Courses will be taken beyond an employee's contract time and at the employee's expense unless the District makes an exception. The applicant must demonstrate to the professional growth committee that the course is of benefit to the District and the individual, if the course is not directly related to the employee's current position. Courses must be completed to receive credit, with a passing grade of "C" or better assigned. A certification of satisfactory completion, signed by the instructor, will be accepted in lieu of a grade transcript where applicable.

**10.4 Procedure:**

**10.4.1** Before professional growth increments can be awarded, the employee must complete appropriate forms and submit them to the district office, to be forwarded to the professional growth committee.

**10.4.2** The professional growth committee, which meets by the end of October, acts to grant or disapprove the request. Three (3) votes of the committee are necessary for approval. The decision of the professional growth committee is final. The district office will provide the employee with a copy of his/her updated individual growth record.

**10.5 Professional Growth Increments:**

**10.5.1** The employee submits evidence of professional growth courses completed by August 31 to the district office no later than September 30. Courses must be completed during the prior twelve (12) months. The approved professional growth increments shall be applied to the employee's base salary retroactive to July, shall be cumulative and will continue as long as the employee is actively employed in the district.

**10.5.2** There shall be yearly salary increments of \$300.00 per four (4) units, or sixty (60) hours.. One unit shall equal fifteen (15) hours of instructional time (equivalent one semester unit).

**10.5.3** Leadership activities include holding an elected office in any educational or professional organization. County, state, or national level office shall equal one unit or fifteen (15) hours for each full year's service. Local level offices of president, vice-president, secretary, and treasurer shall equal five (5) hours for each full year's service.

**10.5.4** An employee may earn only one salary increment per year. Any credits earned in excess of the number needed for a base salary increment will be applied toward subsequent increments.

Adopted 1/14/97 Revised 6/25/03

## **ARTICLE XI HOURS AND OVERTIME**

**11.1 Workweek:** Except for part time employees, the workweek shall consist of five (5) consecutive days of eight (8) hours per day and forty (40) 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.

**11.2 Workday:** The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each employee shall be assigned a fixed regular and ascertainable minimum number of hours per day and days per year.

**11.2.1** The arrival and departure time for each employee shall be established by the District, except that an eight (8) hour shift will be accomplished within a ten (10) hour period unless mutually agreed upon otherwise between the employee and the District.

**11.2.2** During the hours of employment, employees shall perform those duties assigned to them by the District.

**11.3 Lunch Period:** The District shall determine the length of each employee's lunch period. Employees shall be entitled to an uninterrupted lunch period. The length of

time for such lunch periods shall be a period of no longer than one (1) hour nor less than one-half (1/2) hour and shall be scheduled for full-time employees at or as near as possible to mid-point of each work shift.

**11.4 Rest Period:** Employees shall be provided rest periods at the rate of fifteen (15) minutes for each four (4) hours worked. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.

**11.5 Call-In and Call-Back Time:** An employee called in to work on a day when the employee is not scheduled to work, or called back to work after leaving the work site for the day shall receive a minimum of two (2) hours overtime pay at the appropriate rate of pay portal-to-portal under this Agreement.

**11.6 Overtime:** Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half (1-1/2) the regular rate of pay of the employee for all assigned work. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regular assigned starting time or subsequent to the assigned quitting time.

**11.6.1** All hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate.

**11.6.2** All hours worked on holidays designated by this Agreement shall be compensated at two and one-half (2-1/2) times the regular rate of pay.

**11.6.3** Overtime, except for emergencies, will require prior authorization from the Superintendent or principal (Appendix G). Overtime must be reported to the Superintendent on payroll forms established by the district by the end of the month in which it was accrued.

**11.7 Compensatory Time Off:** An employee shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime work. Compensatory time off shall be granted at the appropriate rate of overtime in acceptance with Section 11.6 of this Article. Compensatory time shall be taken at a time mutually acceptable to the employee and the District within twelve (12) months of the date on which it was earned.

**11.8 Orientation Meeting:** All classified staff shall be required to attend a joint orientation meeting not to exceed two (2) hours, on the work day before the beginning of the academic year, to discuss district and contract policies and procedures.

Adopted 1/14/97 Revised 3/16/05

## **ARTICLE XII GRIEVANCE PROCEDURE**

**12.1 Statement of Intent:** The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to problems which may arise affecting



the welfare or working conditions of employees. The intent is to examine all alternatives before initiating litigation. This process shall be seen as the preferable alternative to any other type of legal action. The goal is to settle all disputes at the local level. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

**12.2 Definitions:**

**12.2.1** A “grievance” is an allegation by a grievant that s/he has been directly and adversely affected by a violation or misinterpretation of the specific provisions of this Agreement or any law.

**12.2.2** A “grievant” is an employee or employees of the District covered by the terms of this Agreement or CSEA.

**12.2.3** A “day” is any day in which the District Office of the school district is open for business.

**12.3 Informal Level:** An attempt to resolve the grievance through informal conference between the concerned parties will be made. Either party may request a written summary of the conference. The grievant may seek advice from CSEA or any other sources available. If the matter is not settled, progressive conferences with all appropriate administrative levels, up to and including the Superintendent, may be sought. Every reasonable effort shall be made to resolve the matter quickly.

**12.4 Formal Level:** Failure to file a formal grievance within the specified time limits invalidates the grievance. Failure of the supervisor to respond within the time limits prescribed entitles the grievant to proceed to the next level.

**12.4.1 Level I:**

**a.** Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing, on the grievance form appended to this agreement, to his/her immediate supervisor.

**b.** This statement shall be a clear, concise statement of the grievance, the specific section of the Collective Bargaining Agreement, law or Board policy allegedly violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

**c.** The immediate supervisor shall communicate his/her decision in writing within ten (10) days after receiving the grievance. Failure by a grievant to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.

**12.4.2 Level II:**

**a.** In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision to the Superintendent, or his/her designee, within ten (10) working days after receiving a decision from Level I.

**b.** This statement shall include a copy of the original grievance and appeal, the decision rendered, and a clear concise statement of the reasons for appeal.

**c.** The Superintendent, or his/her designee, shall meet with grievant within ten (10) days and communicate his/her decision, in writing, to the grievant within five (5) days of the meeting. Failure by a grievant to appeal the decision within the specified time limits shall be deemed an acceptance of the decision. Failure by the Superintendent to render a decision shall be deemed acceptance of the solution proposed by the grievant.

d. If the grievant has chosen to represent him/herself without involvement of CSEA, the CSEA President will be given a copy of the grievance by the Superintendent. In the event that the grievant appeals to the Board, CSEA may submit to the Board a written response to the grievance within ten (10) days.

**12.4.3 Level III:**

a. If, after reviewing the Superintendent's decision, the matter is not resolved to the satisfaction of the grievant, the grievant may, within ten (10) days after receiving the Superintendent's decision, request that the matter be referred to the Board.

b. Upon receipt of the appeal, together with the documents presented at the lower levels of the grievance, the Board shall consider the grievance. The Board shall, within thirty-five (35) calendar days, conduct a hearing at which the parties may present evidence.

c. Within five (5) days following this hearing, the decision will be given in writing with the reasons therefore, to the grievant.

d. If CSEA has not been directly involved in the grievance, a copy of the decision will be sent to the CSEA president.

e. If the Board rules in favor of the grievant, the specific remedy sought shall be enacted as soon as practical, but in no case later than the end of the same school year.

**12.4.4 Appeal to CSEA for Binding Arbitration:** If the grievant is not satisfied with the decision at Level III, within ten (10) days s/he may appeal the decision in writing to CSEA for binding arbitration. If CSEA decides to submit the grievance to binding arbitration, CSEA shall so notify the District and the grievant in writing within forty (40) days). If CSEA denies the request for arbitration, it shall so notify the District and the grievant in writing within forty (40) days, and the decision at Level III shall be final, subject to right of established judicial review.

**12.4.5 Level IV:**

a. Within ten (10) days CSEA and the District shall choose an acceptable arbitrator by the following means:

1. Discussion and brainstorming names of Mendocino County residents and other arbitrators.
2. From a list provided by the Mendocino County Superintendent of Schools;
3. From a list provided by the California State Conciliation and Mediation Service.

b. The decision of the arbitrator will be in writing, with facts, reasoning and the conclusion included. The decision will be submitted to CSEA and the Board and will be final and binding on both parties.

c. Fees and expenses of the arbitrator shall be borne equally by the Board and CSEA. All other expenses, except for release time for the grievant(s), CSEA representatives and witness, shall be borne by the party incurring them.

**12.5 General Provisions:**

**12.5.1** No reprisals of any kind will be taken by the District against participants in a grievance procedure by reason of such participation.

**12.5.2** An employee may be represented in all stages of the grievance procedure by himself/herself, or at his/her option, by a representative of his/her choice.

**12.5.3** All documents, communications, and records 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.

**12.5.4** The grievant and any necessary witness shall be granted release time with pay to attend any hearings required by these grievance procedures.

**12.5.5** Time limits for appeal provided in each level shall begin the day following receipt of the written decision by the parties in interest.

**12.5.6** Time limits may be extended by mutual agreement in writing.

**12.5.7** 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 and the processing of such grievance shall be commenced at Level II.

**12.5.8** CSEA shall have the authority to file notice and take actions either in its own behalf or on behalf of grievant(s) under this Article.

**12.5.9** Upon mutual agreement of CSEA, the Superintendent and the Board, a grievance may be taken directly to arbitration.

**12.5.10** A unit member may at any time present grievances to the employer, and have such grievances adjusted, without the intervention of CSEA, as long as the adjustment is reached prior to Level IV and such adjustment is not inconsistent with terms of the written agreement. Copies of the decisions of these grievances will be sent to the CSEA president.

**12.5.11** Employees will use the contract grievance procedure when they feel the contract has been violated.

**12.5.12** If CSEA feels there has been a violation of law or Education Code, the grievance procedure may be initiated at any time.

**12.5.13** Until final disposition of a grievance, the grievant is required to conform to the original direction of his/her supervisor.

Adopted 1/14/97

## **ARTICLE XIII HIRING AND TRANSFERS**

**13.1** **Classifications:** When the District creates a new classification, the District will notify CSEA and shall meet and consult on the job description and salary placement for the new job position.

**13.2** **Vacancies:** All position vacancies shall be posted at school sites not less than ten (10) days prior to application deadline. Each classified employee will be mailed an announcement for jobs posted during the summer break.

**13.2.1** If there is only one qualified applicant and that applicant is a current employee, the District may hire that person and forego the remainder of the hiring procedure.

**13.2.2** The District shall select a panel to screen job applications according to district determined criteria.

**13.2.3** The District shall determine an appropriate Interview Committee according to job requirements and responsibilities. The minimum interview committee for classified positions will consist of one administrator, one Board member, and at least one, but preferably two, classified employees: one selected by AVUSD and one selected by CSEA. A certificated person will also be included for instructional assistant interviews.

**13.2.4** The committee will rank all acceptable candidates.

**13.2.5** The administrator will conduct further reference checks and make a recommendation to the Board for final approval.

Revised 5/9/07, 8/13/08

**13.3 Involuntary Transfer Procedure:** An employee being considered for involuntary transfer shall be given not less than ten (10) working days notice before being transferred. Upon request, the employee shall be given the reason for the transfer. However, the final selection to fill all vacancies is within the sole discretion of the District.

**13.4 Medical Transfers:** The District shall attempt to give alternative work when the same is available to an employee who has become medically unable to satisfactorily perform his/her regular job class duties. The alternate work may constitute promotion, demotion, or lateral transfer to a related class, but it shall be constituted only by mutual agreement with CSEA and concurrence of the employee.

Adopted 1/14/97 Revised 11/18/97

## **ARTICLE XIV SAFETY**

**14.1 District Compliance:** The District shall conform to and comply with all health, safety, and sanitation requirements imposed by state or federal law or regulations adopted under state or federal law. Upon receipt of a safety report, the District shall as soon as possible take any corrective procedures deemed necessary.

**14.2 Employee Responsibility:** All employees shall maintain safe and sanitary conditions in their work areas. All employees will report, in writing, any practice or condition which poses a threat to the health or safety of any person associated with the school district to their immediate supervisor.

## **ARTICLE XV EVALUATION PROCEDURES**

**15.1 Evaluation Cycle:** Employees covered by this Agreement will be evaluated by an administrator designated by the Governing Board. Probationary employees shall be formally evaluated during the six (6) calendar month probationary period and the following year by May 15. Permanent employees shall be formally evaluated at least once every two (2) years by May 15. The administration or an employee may call for an evaluation each year. Both scheduled and unscheduled observations of an employee's work may be part of the evaluation process.

**15.2 Evaluation Form:** The evaluation shall be in two (2) copies, and each copy shall be signed by both parties concerned. The signature of the person being evaluated does not indicate that s/he agrees with the evaluation, but that s/he has been presented with a copy, had adequate time to review the written evaluation, and that a conference was held.

Distribution of the two signed copies is as follows:

- a. One copy to be presented to the person evaluated.
- b. One copy to be placed in the employee's file in the Personnel Office.

**15.3 Employee Response:** Employees shall have the right to make a written response to the evaluation. A copy of this response shall be attached to the evaluation document and shall become a permanent part of the employee's personnel file. A copy of the evaluation shall be given to and discussed with the employee before filing in his/her personnel file.

Adopted 1/14/97

## **ARTICLE XVI LAYOFFS AND RE-EMPLOYMENT**

**16.1 Definitions:**

**16.1.1 Layoff:** An involuntary reduction in hours worked per day, or days worked per week, month or year; separation from active employment or demotion to a lower class in lieu of layoff based upon lack of work or funds as determined by the District.

**16.1.2 Seniority:** For employees hired on or after July 1, 1971, seniority shall be based on all non-overtime hours in paid status in their present class plus higher classes. Higher class means a class with the same or higher salary range placement. Employees hired before July 1, 1971 shall receive eight hours seniority credit for each day in paid status through June 30, 1971, regardless of the number of hours assigned at that time.

**16.2 Application:**

**16.2.1** The employee with the least seniority in the affected class plus seniority accrued from serving in a higher class, shall be laid off first.

**16.2.2** An employee to be laid off from his/her position may elect to bump the most junior employee in the class who works the same number of non-overtime daily and annual hours. If there be no such employee in the class junior to the employee to be laid off, s/he may bump the most junior employee working fewer hours, but most nearly equal to his/her hours. If there be no such employee, s/he may bump into a lower class where the employee has accrued seniority through prior service in the class. Seniority in the lower class shall be determined by seniority in that class, plus higher classes. The employee shall have the right to continue bumping into lower classes where s/he has accrued seniority in order to avoid separation from employment. Employees who exercise bumping rights retain all of their re-employment rights to the class and the hours from which originally laid off. Employees who are bumped by more senior employees shall be free to exercise their bumping rights in order of seniority.

**16.2.3** If two or more employees subject to layoff have equal class seniority, the determination as to whom shall be laid off will be made on the basis of the greater hire date seniority, and if that be equal, the employee having the earliest

substitute date shall be considered most senior, and if that be equal then the determination shall be made by lot.

**16.2.4** Any vacant position within a class shall be deemed to be the least senior employee in the class, and shall be bumped into without advertising the vacancy. However, an employee may not bump into a vacant position in the original class with a greater number of non-overtime hours, or into a vacant position in a lower class with a greater number of hours if it would result in an increase in total wages considering the lower rate of pay.

**16.2.5** An employee who bumps into a lower class retains the salary step placement, professional growth and longevity benefits s/he enjoyed in the higher class.

**16.2.6** A laid off employee who elects separation from employment rather than exercise bumping rights retains all re-employment rights.

Adopted 1/14/97

### **16.3 Notice:**

**16.3.1** A written notice of layoff shall be given to affected employees no later than forty-five (45) days prior to the effective date of layoff. CSEA shall have the right to consult with the District during the forty-five (45) day notice period to review the proposed layoff and determine that the manner and order of layoff and the exercise of bumping rights have been in accordance with the provisions of this Article.

**16.3.2** Copies of layoff notices shall be provided to CSEA. Employees who have been given notice of layoff shall respond in writing within ten (10) workdays after receiving such notice by certified mail, of their intent to exercise bumping rights described in Section 16.2

Revised 5/9/07

### **16.4 Re-employment Rights:**

**16.4.1** The names of employees laid off shall be placed on re-employment lists. Employees demoted or reduced in hours in lieu of layoff shall be placed on re-employment lists for sixty-three (63) months. All other employees laid off shall be placed on re-employment lists for thirty-nine (39) months from the date of layoff. Re-employment shall be in the reverse order of layoff.

**16.4.2** Offers of re-employment shall be made on the basis of re-employment lists based on the highest seniority appropriate to the nature of the vacant position (s). Such employee(s) shall be notified by certified mail at the last known address of record, and/or, shall be notified by mail, have ten (10) days from proof of service but in no case more than fifteen (15) days from date of postmark to notify the District of acceptance. Failure to respond/accept shall be considered a waiver of the right to the vacancy.

**16.4.3** An employee accepting re-employment shall report for work not later than thirty (30) days after the date of intended re-employment as announced by the District.

**16.4.4** When vacancies arise and employees in laid off status have no re-employment rights to the position, they shall be notified in writing of the vacancy and shall be given the same consideration for the position they would have received had they been in active status.

**16.5 Retirement in Lieu of Layoff:**

**16.5.1** An eligible employee may elect to accept a service retirement in lieu of layoff, demotion or reduction in assigned time. Such employee shall, not less than ten (10) days prior to the effective date of layoff, provide written notification to the District to this effect. The District shall assist the employee in effecting retirement through the Public Employees Retirement System.

**16.5.2** The employee shall then be placed on a thirty-nine (39) month re-employment list as would any laid off employee. However, the employee's eligibility for re-employment shall be governed by the applicable statutes within the Government Code, and the Regulations of the Public Employees Retirement System. The District agrees that when an eligible retiree responds positively and in a timely fashion to an offer of re-employment, the retiree shall be granted the time necessary for terminating retired status and returning to active service.

**16.5.3** An eligible retiree who declines to accept an offer of re-employment to a position equal in class and hours to that from which retired, shall be removed from the re-employment list and thereafter be considered permanently retired.

**16.5.4** Any election to accept service retirement after being placed on a re-employment list shall be considered retirement in lieu of layoff under this Section.

**16.6 Seniority Roster:** The District agrees to maintain a seniority roster for all bargaining unit classes, which shall be updated not less often than annually. CSEA shall be entitled to receive a copy of said roster each time it is updated, and each time layoffs are to occur.

## **ARTICLE VII DISCIPLINARY ACTION**

**17.1 Disciplinary Action:** Disciplinary action may be imposed upon permanent employees only pursuant to this Article. The following disciplinary actions may be taken by the District against a permanent employee for the causes listed in 17.3.

**17.1.1 Dismissal:** Dismissal is removal from the employment of the District.

**17.1.2 Suspension:** Suspension is temporary removal from the employment of the District for a specified period of time.

**17.1.3 Involuntary Reassignment:** Involuntary reassignment is a change of assignment whereby an employee is deprived of an incidence of classification.

**17.1.4 Involuntary Demotion:** Involuntary demotion is placement in a lower classification.

**17.2 Right to Representation:** Any employee shall have the right to representation at any meeting with a District representative which the employee reasonable believes may lead to discipline of the employee.

**17.3 Cause:** A permanent employee may have disciplinary action taken against him or her only for cause, including but not limited to the following:

**17.3.1** Neglect of duty;

**17.3.2** Inefficiency;

**17.3.3** Incompetency;

**17.3.4** Violation of District policy, administrative regulations, written rules and the collective bargaining agreement;

- 17.3.5 Insubordination, including, but not limited to refusal to perform assigned work;
- 17.3.6 Dishonesty;
- 17.3.7 Possession or consumption of alcoholic beverages on school property or reporting for work while under the influence of alcohol;
- 17.3.8 Discourteous, abusive, offensive or immoral conduct or language toward other employees, students, or the public;
- 17.3.9 Addiction to or being under the influence of narcotics or controlled substances without a prescription;
- 17.3.10 Conviction of a sex offense as defined in Education Code Section 44010, conviction of narcotics offense in Section 44011, or conviction as a sexual psychopath in Article I, Chapter I, Part 1.5, Division 6 of the Health and Welfare Code;
- 17.3.11 Repeated, unexcused tardiness;
- 17.3.12 Repeated, unexcused failure to report to work as assigned;
- 17.3.13 Excessive absence which is detrimental to the District;
- 17.3.14 Inability to work harmoniously with others to such a degree that District functioning is disrupted;
- 17.3.15 Damage to public property;
- 17.3.16 Mental and physical inability to perform assigned duties;
- 17.3.17 Failure to maintain licenses or certificates required by law or the job description for the job;
- 17.3.18 Abuse of leave privileges;
- 17.3.19 Absence without notification;
- 17.3.20 Falsifying any information supplied to the District including information on application forms, employment records or any other District records;
- 17.3.21 Refusal to take a medical examination required by the District;
- 17.3.22 Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public; and
- 17.3.23 Abandonment of position.

**17.4 Procedure:**

**17.4.1 Progressive Discipline:** Except as provided for herein, it is the intent of the parties that discipline be applied progressively to afford the employee the opportunity to correct deficient work practices or conduct.

**17.4.2 Informal Conference:** Prior to imposing disciplinary action, and as soon as reasonably possible after the event which forms the basis for disciplinary action, except in emergency situations, the Superintendent or designee shall meet with the employee, inform the employee of the proposed discipline and causes therefore, and give the employee an opportunity to respond. At this meeting, the Superintendent or designee shall inform the employee of the right to a representative of his/her choice.



**17.4.3 Emergency Situations:** If the employee's continued presence at the worksite constitutes a danger or jeopardizes the welfare of the employee, other staff, and/or students, the supervisor may suspend the employee immediately and schedule a subsequent informal conference when the emergency is over. The employee shall be entitled to pay during any such suspension.

**17.4.4 Administrative Leave:** Any permanent employee may be placed on administrative leave from duty with pay pending a determination of whether or not discipline will be recommended by the Superintendent.

**17.4.5 Sex or Narcotics Offenses: Compulsory Leave:** Any permanent employee charged with the commission of any sex offense as defined in, but not limited to, Education Code Section 44010, or with the commission of any narcotics offense as defined in, but not limited to, Education Code Section 44011, may be placed upon compulsory leave of absence pending a final disposition of such charges.

Any permanent employee placed on compulsory leave shall continue to be paid his or her regular salary during such leave if he or she furnishes to the District a suitable bond to guarantee that the permanent employee will repay the salary paid during the compulsory leave in case the permanent employee is convicted of such charges or fails to return to service following expiration of the compulsory leave. If the permanent employee does not furnish a bond and if the permanent employee is acquitted of such offense, or the charges dropped, the District shall pay to the permanent employee upon his or her return to service, the full amount of salary which was withheld during the compulsory leave.

**17.4.6 Hearing:** The employee shall be served with the written notice of charges and is entitled to a hearing upon request, prior to suspension without pay, involuntary reassignment, demotion or dismissal.

**17.4.7 Written Notice:** An employee who is to have disciplinary action taken against him/her shall be served with written notice of the following:

**a. Statement of Charges:** A statement of the specific charges against the employee shall be written in ordinary and 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 based on any cause which occurred prior to the employee's becoming permanent nor more than two (2) years from the filing of this statement of charges. The statement shall include notice to the employee of the right to a representative of his/her choice at the hearing.

**b. Right to a Hearing:** The notice shall include a statement that the employee has a right to a hearing, and shall include a card or paper, the signing of which shall constitute a demand for a hearing and denial of all charges. The notice shall state the date by which the card or paper requesting a hearing must be returned to the District. The date shall be not less than five (5) calendar days from service. Failure to request a hearing within the specified time shall be deemed to be a waiver of the right to the hearing.

**c. Access to Material:** The employee may, upon request, have copies of the material in his/her personnel file.

**17.4.8 Hearing:**

**a.** The hearing shall be held within a reasonable period of time but not less than ten (10) days after the filing of a request for a hearing. Days in this section means when the District Office is open for business.

- b. If the employee does not request a hearing by the specified date, the Board may determine if cause exists for discipline and take action without a hearing.
- c. The employee may be represented at the hearing by a representative of his/her choice.
- d. The hearing shall be conducted before the Board of Trustees or before an impartial hearing officer selected by the Board.
- e. The hearing shall be closed unless the permanent employee requests that the hearing be open to the public.
- f. The employee and administration shall have the right to present such affidavits, exhibits, and other evidence as the hearing board deems pertinent to the inquiry, to appear and testify, and to call and to cross examine witnesses. All testimony shall be under oath.
- g. The hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely on in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be admitted for any purpose, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitive evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.
- h. The Board of Trustees or hearing officer may upon request of either party exclude all witnesses not under examination, except the permanent employee and the party attempting to substantiate the charges against the permanent employee and their respective counsel. When hearing testimony on scandalous or indecent conduct, all persons not having a direct interest in the hearing may be excluded.
- i. The burden of proof shall be upon the District.
- j. The District shall make a good faith effort to make an electronic recording of the proceedings. Failure to make such a recording shall not constitute grounds for vacating or reversing the decision. Either side may make a stenographic recording of the proceedings.
- k. The Board of Trustees or the hearing officer may grant a continuance of any hearing upon such terms and conditions as it may deem proper.
- l. Any procedural violations of this Article alleged by the employee shall be raised at the hearing. Any such allegations sustained by the Board or the designated hearing officer, which might impact upon the findings and decision, shall be corrected prior to the close of the hearing.

**17.4.9 Findings and Decision:**

- a. If the hearing is delegated, the designee shall submit a written recommended decision to the Board of Trustees which shall include proposed findings of fact and determination of issues. A copy of the recommended decision shall be sent to the employee.
- b. If the hearing is delegated, prior to making a final decision on a recommended decision, the Board of Trustees shall afford the employee the opportunity to present written arguments to it on the sufficiency of cause for disciplinary action. The Board is not required to hold another hearing or receive oral argument.

- c. The Board of Trustees 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 Board of Trustees.
- d. If the Board conducts the hearing itself, a written decision shall be prepared including findings of fact and determination of issues.

**17.4.10 Results of the Hearing:**

- a. A written decision shall be sent to the employee and representative including the findings of fact and determination of issues.
- b. Except for correction of clerical error, the decision of the Board shall be final.
- c. Unless the decision provides otherwise, it shall be effective immediately.

**17.5 No Grievance:**

This Article shall not be subject to the grievance procedure.

Adopted 1/14/97

## **ARTICLE XVIII SEVERABILITY**

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

**18.2 Replacement for Severed Provision:** In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

## **ARTICLE XIX COMPLETION OF NEGOTIATIONS**

During the term of this Agreement, the District and CSEA expressly waive and relinquish the right to meet and negotiate and agree that the other party shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or CSEA at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

**ARTICLE XX**  
**TERM OF AGREEMENT**

This Agreement shall become effective on July 1, 2010, and shall continue in effect to and including June 30, 2013. During the life of this Agreement, CSEA and the District shall have the right to re-open on any two articles of choice plus salary and fringe benefits on an annual basis.

Adopted 1/14/97 Revised 10/25/10

**ANDERSON VALLEY UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES**

**FINAL COLLECTIVE BARGAINING PROPOSAL**

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
LOCAL CHAPTER 662**

**Revised this 25<sup>th</sup> day of October, 2010**

---

**President, Board of Trustees**

---

**CSEA Representative, Chapter 662**

---

**Superintendent**

Adopted 1/14/97, Revised 10/25/10