AGREEMENT BETWEEN

CORCORAN UNIFIED SCHOOL DISTRICT And

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CORCORAN CHAPTER #214

July 1, 2020– June 30, 2023

(March 22, 2021)

TABLE OF CONTENTS

ARTICLE	TITLE	<u>PAGE</u>
I	Agreement	3
II	Recognition	4
III	District Rights	5
IV	Association Rights	6
V	Grievance Procedure	7
VI	Transfers/Promotion	10
VII	Evaluation	12
VIII	Duty Hours and Working Conditions	13
IX	Salary and Compensation	15
X	Professional Growth	18
XI	Vacation and Holidays	19
XII	Leaves	21
XIII	Health and Benefits	25
XIV	Dues Deduction	26
XV	Severability	27
XVI	Terms and Signatures	28
	APPENDICES	
Appendix A	Classified Salary Schedule	29
Appendix B	Paraprofessional Salary Schedule	30
Appendix C	Longevity Schedule	31
Appendix D	Yard Duty Supervisor Salary Schedule	32
Appendix E	Substitute Work to gain experience	33
Appendix G	Pre School Teacher Salary Schedule	34
11ppendix O	The sensor reaction satisfy selection	<i>J</i> †
Appendix H	Exit Survey Form	35

ARTICLE I: AGREEMENT

1.1 This agreement is made and entered into this first day of *July 1, 2020* by and between CORCORAN UNIFIED SCHOOL DISTRICT, hereinafter referred to as the "District", and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its CORCORAN CHAPTER #214 or its successors, hereinafter referred to as "CSEA".

ARTICLE II: RECOGNITION

2.1 The District hereby acknowledges the CSEA is the exclusive bargaining representative for all classified employees holding those positions described below.

DANCE	ידיזידיד ב
RANGE 6	TITLE Cafeteria Worker
8	
9	Clerk Typist Cook
10	
10	Library Technology Clerk Food Service Technician
10	TLC Secretary
11	Head Cook
12	Secretary I
13	Groundsman/Bus Driver
13	Health Clerk
14	Bus Driver/Maintenance Worker
14	Community Contact
14	Custodian
14	Parent Liaison
16	Secretary II
16	Attendance Secretary II
16	CHS Registrar/Counseling Secretary
16	Work Based Learning Coordinator
17	Technology Support Specialist I
19	Maintenance Helper/Bus Driver
19	Account Clerk/Asset Analyst
19	Safety Supervisor
19	Student Activity Account Clerk
19	Ag Farm/District Maintenance Helper/Bus Driver
20	Warehouseperson/Bus Driver
20	Skilled Maintenance
20	Mechanic/Bus Driver
20	Head Custodian
20 21	Head Groundsman
24	Lead Safety Supervisor
25	Technology Support Specialist II
	Sign Language Interpreter
26	Carpenter
30	Health Care Nurse
30	Technology Support Specialist III
35	System & Network Specialist
See Appendix A	Classified Salary Schedule
See Appendix B	Paraprofessional
See Appendix C	Longevity
See Appendix D	Yard Duty Supervisor
See Appendix E	Substitute work to gain experience
See Appendix G	Pre School Teacher Salary Schedule

ARTICLE III: DISTRICT RIGHTS

- 3.1 The District retains all its vested rights, powers and authority to manage and direct its affairs to the extent limited by laws and not otherwise limited by the provision of the Agreement. Included in those powers and authority are the rights to:
 - 3.1.1 Manage and direct its own operations and its classified personnel; such direction to be for the purposes dictated by District goals including, but not limited to, greater District efficiency and high staff morale.
 - 3.1.2 To determine its goals, objective and educational philosophy.
 - 3.1.3 To insure the rights and educational opportunities of students.
 - 3.1.4 To determine, develop and implement its budget and procedures thereof.
 - 3.1.5 To determine the methods of raising revenue.
 - 3.1.6 To contract or discontinue work for operational or economic reasons.
 - 3.1.6.1 The District agrees not to contract out for services per stipulation under California Education Code §45103.1. The decision and the effects of contracting out work will be negotiated with CSEA #214.
 - 3.1.7 To hire, assign, evaluate, promote and terminate employees.
 - 3.1.7.1 To discipline employees in accordance with contractual agreements,

 District policy and State and Federal Law.
 - 3.1.8 To build, move or modify the facilities.
- 3.2 In the event an emergency affects the ability of the District to reasonable comply with any provision of the Agreement, said provisions may be altered by the District only to the extent and for the time necessary to meet the emergency.

ARTICLE IV: ASSOCIATION RIGHTS

- 4.1 The Association may have access to an area in which employees work before work hours, after work hours, during breaks, lunch and occasionally with the permission of the Supervisor during regular work hours to address Association business.
- 4.2 The Association may use District mailboxes, bulletin boards, and the inter-district mails system, provided such usage does not interfere with normal District operation.
- 4.3 The Association may review employees' personnel files with the written permission of the employee during the hours in which the District office is open for business.
- 4.4 The Association, upon written request, will be provided a copy of all public information. In addition, the District will provide the Association a "Seniority Roster" once a year, based upon date of hire.
- 4.5 The Association may send two (2) delegates to their annual convention with release time provided by the District.
- 4.6 The District will provide a copy of unit positions when posted in the District.
- 4.7 CSEA Chapter President or his/her designee is entitled to up to two (2) hours per week, release time subject to prior notice and approval of immediate supervisor. The release time is non-cumulative, and special consideration will be given to be sure that it does not interfere with required duties of the employee.
- 4.8 Unit members working the night shift shall be provided the opportunity to utilize their duty-free lunch period to attend union meetings once monthly. Unit members shall notify their supervisor twenty-four (24) hours in advance of changing their lunch period to attend the meeting.
- 4.9 The District shall provide two (2) hours of time for an Association Meeting before the start of the school year. The Association shall use this time at their discretion and the timeframe shall be mutually agreed upon between the District and CSEA.

ARTICLE V: GRIEVANCE PROCEDURE

5.1 General Provisions

- 5.1.1 It is the intent of the parties to resolve problems equitably at the lowest possible administrative level. Before filing a grievance an employee shall attempt to resolve a problem by means of and informal conference with his or her immediate supervisor.
- 5.1.2 A grievance is defined as a formal written statement by a unit member and/or the Association that the District has violated an express term of this Agreement and that by reason of such violation, his or her rights have been adversely affected.
- 5.1.3 The filing or tendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof. This section shall not preclude reasonable release time for filing a grievance, or for representing a grievant.
- 5.1.4 A "day" is a day in which the Administration Office of the District is open for business.
- 5.1.5 If the grievance involves employees with different immediate supervisors, the grievance may be filed at Level II.
- 5.1.6 If a grievance involves a District-wide violation of an express term of this Agreement, the grievance may be submitted at Level II.
- An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement. The Association shall be provided copies of any grievances filed by employees directly and any responses by the District. Prior to the final resolution of any grievance, the Association shall be provided with a copy of the proposed resolution. Within five (5) days of the Level III response, the Association shall be given an opportunity to file a written response to the proposed resolution. Any disagreement concerning whether the settlement is inconsistent with the terms of this Agreement shall be subject to the grievance procedure.

5.2 Formal State -

- 5.2.1.1 Level I
- 5.2.1.1 Within ten (10) days after the occurrence of the act or omission giving rise to the grievance, or within ten (10) days after the grievant might reasonably have known

- of the act or omission, the grievant must present such grievance in writing to his/her immediate administrator.
- 5.2.1.2 The written statement shall be a clear, concise statement of the grievance, including the specific provisions of this Agreement alleged to have been violated, the circumstances involved, and the specific remedy sought.
- 5.2.1.3 Either party shall be entitled to a personal conference on request. The immediate administrator/designee shall communicate a decision to the grievant in writing within ten (10) days after receiving the grievance and such action will terminate Level I.

5.2.2 Level II

- 5.2.2.1 In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing to the Superintendent or designee with five (5) days after termination of Level I.
- 5.2.2.2 This statement shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reason for the appeal.
- 5.2.2.3 Either party shall be entitled to a personal conference on request.
- 5.2.2.4 The Superintendent or designee shall communicate a decision within the ten (10) day after receiving the appeal.

5.2.3 Level III

5.2.3.1 In the event the grievant is not satisfied with the decision at Level II, the grievant may request that a State mediator be assigned to assist the parties in resolving the grievance. If the grievance is not resolved at this level, the mediator will not issue a report, nor may any offers of settlement be referred to at subsequent levels.

5.2.4 Level IV

- 5.2.4.1 In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision in writing to the Board of Education within five (5) days after the termination of Level II.
- 5.2.4.2 This statement shall include a copy of the original grievance, the decision rendered at Level II and a clear, concise statement of the reason for the appeal.
- 5.2.4.3 The Board of Education shall provide the grievant with the right to a hearing at the first mutually convenient opportunity, and following the hearing shall with

fifteen (15) days render a final decision. The grievant has the right to seek a review of the decision in a court of appropriate jurisdiction.

The District encourages bargaining unit members to communicate with their supervisor when having a complaint as per Board Policy.

ARTICLE VI: TRANSFERS/PROMOTION

- A voluntary transfer is defined as an approved change in a unit member's job site within the same position classification. For the purpose of this Agreement, seniority is defined as initial date of hire in the District. A bargaining unit member affected by such a transfer shall be given written notice of at least five (5) working days prior to any such transfer.
- Requests for transfer within classification will be solicited from bargaining unit members prior to advertising. Requests for transfer will be considered prior to reviewing applicants for all vacancies.
- All position vacancies will be posted for not less than five (5) working days before filling a position.
- When all other considerations are equal* among those bargaining unit members applying for transfers and the position is filled by a unit member, the employee with the greatest bargaining unit seniority will be granted the transfer. *The determination of "equal" may include, but not be limited to, the following factors: work experience and training prior to employment by the District; work history in the District to include assignments, evaluations, punctuality, absenteeism, and training, education, special skills and abilities. Any derogatory information *24 months* or older will not be considered in this determination.
- 6.5 Applications for transfer must be filed on District forms with the Human Resource Department.
- 6.6 <u>INVOLUNTARY TRANSFER</u> An involuntary transfer may be made by the District for any of the following reasons:
 - 6.6.1 A change of enrollment or workload necessitating the transfer of a bargaining unit member.
 - 6.6.2 Improved efficiency of the District.
- 6.7 Except in disciplinary cases, employees involuntarily transferred will be given first priority for available vacancies within the same classification.
- 6.8 Employees involuntarily transferred will be given the reason in writing.
- 6.9 An employee on leave shall have the right to have his or her Association file for the transfer on his or her behalf.

6.10 <u>PROMOTION</u> A promotion is defined as the movement of an employee from one unit position to another unit position with a higher range as a result of an application submitted by the employee.

ARTICLE VII: EVALUATION

- 7.1 Probationary unit members will be evaluated on a ongoing basis and formally in writing at least twice during the six month probationary period or 130 days whichever is longer and, if promoted into a higher classification, during a six (6) month probationary period in the new classification. Unit members not successful in promoted positions shall be returned to their previously held classification. The District will provide an exit survey form for the departing employee to complete at their discretion. (Appendix H).
- 7.2 Permanent unit members will be evaluated formally in writing once (1) during the work year.
- 7.3 The evaluation will be reviewed with the unit member and the evaluator will make suggestions for improvement, if appropriate.
 - 7.3.1 Both the evaluator* and the unit member will sign the evaluation form.
 - 7.3.2 The unit member may submit his/her written comments to the formal written evaluation within ten (10) work days after the review and his/her comments will be attached to the evaluation. For the purposes of this article, a "work day" will be any day the District Office is open for business.
- 7.3 Employees shall be provided with copies of any derogatory material before it is placed in the employee's personnel file. The written response shall be attached to the material.
- 7.4 Discipline shall be imposed on permanent employees of the bargaining unit only for just cause.
- An employee shall have the right at any reasonable time without loss of pay to examine and/or obtain copies of any material from the employee's personnel file with the exception of material that includes ratings, reports or records which were obtained prior to the employment of the employee involved. The District shall work with Bargaining Unit Members to provide any requested materials form the employee's files at no charge within seven (7) working days of the request. With the exception of HR, employee's personnel files shall only be accessed in the presence of an administrator.
- 7.6 Substantive judgment of the evaluator* shall not be subject to the grievance procedure (Article V) of this Agreement.

^{*}Evaluator = board approved management employee

ARTICLE VIII: DUTY HOURS AND WORKING CONDITIONS

- 8.1 The workday, work week, work year and working conditions for all unit members shall be established and fixed by the District, except as restricted below:
- 8.2 The workday for classified personnel is based on an eight (8) hour day and a forty (40) hour week. Hours of beginning and ending of shifts shall be established by the Superintendent or his/her designee. These provisions do not restrict the extension of a regular workday or work week on an overtime basis. The Board is not barred from establishing a workday or workweek of less than eight (8) hours/forty (40) hours for all or any of the classified positions.
- 8.3 Any employee in the bargaining unit who is assigned on an average of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.
- 8.4 All employees covered by this Agreement shall be entitled to a duty free lunch of not less than thirty (30) minutes.
- 8.5 All employees covered by this Agreement shall be entitled to fifteen (15) minute rest periods per four (4) hours worked insofar as practical shall be in the middle of each work period.
- Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at the rate of pay equal to the time and one-half the regular rate of pay of the employee for all work required. Overtime is defined to include any time required 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.
 - 8.6.1 All hours worked beyond the workweek of five (5) days shall be compensated at the overtime rate commencing on the sixth consecutive day of work.
- 8.7 Overtime and extra-time shall be distributed and rotated as equally as is practical among qualified employees in the bargaining unit within each appropriate department or site.
 - 8.7.1 If all employees on the rotation list for overtime refuse such overtime, the first person on the list shall work such overtime prior to any substitute performing the duties.

- As appropriate all employees covered by this Agreement, with the agreement of the District, may elect compensatory time off in lieu of overtime postdated time to be taken within the same pay period as earned and not to exceed eight hours.
- 8.9 Any employee called in to work on a day when the employee is not scheduled to work shall received a minimum of ninety (90) minutes pay at the appropriate rate of pay under this Agreement.
- 8.10 Any bargaining employee assigned to work after 2:00 p.m. shall receive a shift differential of \$0.25 per hour when working a night shift.
- 8.11 With the exception of employees called into work, pursuant to Section 8.9, unit members are not required to respond to calls or text messages regarding work during their off-duty time and thus, may not receive any form of reprimand for failure to respond.
- 8.12 The District agrees to provide each employee with a safe working environment and equipment. Employees shall not be required to perform tasks which endanger their health, safety, or welfare.

ARTICLE IX: SALARY AND COMPENSATION

- 9.1 All employees in the bargaining unit shall be paid once per month payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.
- 9.2 Any employee in the bargaining unit receiving a promotion under the provision of the Agreement shall be moved to the appropriate range and step of the new class to insure not less than current salary.
- 9.3 Any employee in the bargaining unit required to use his/her vehicle on District business shall be reimbursed at the rate established by the I.R.S.
- 9.4 Any employee in the bargaining unit who must have meals away from the District, may with prior supervisor's approval, be reimbursed the actual cost of the meal, not to exceed Federal and State reimbursement rates plus any payment in accordance with district past practice. Receipts must be provided and signed by claimant. No alcoholic beverage expenses will be reimbursed.
- 9.5 Any employee in the bargaining unit who, as a result of a work assignment, must be lodged away from home shall be reimbursed by the District for the cost of such lodging, providing such cost is reasonable and appropriate. Barring the unusual circumstances, reimbursement will be payable with the next pay period.
- 9.6 The District agrees to provide the cost of medical examinations to the extent required as a condition of employment or continued employment, provided that if a District program and/or physician is available, the employee must use it.
- 9.7 The District will supply all tools it deems necessary to accomplish assigned tasks.
- 9.8 Training expenses required by the District, as a condition of continuing employment, shall be reimbursed at standard District rates. Should that training occur during regular hours, an employee will be paid his/her normal rate of pay. The district will normally schedule training during work hours, if possible.
- 9.9 The District will supply all required uniforms.
- 9.10 The District shall reimburse employees the cost of renewing their bus driver's certificate.
- 9.11 <u>Definition:</u> Reclassification shall mean the redefining of a position to account for changes in duties, responsibilities or work that alters the nature of the classification of the position.
- 9.12 <u>Timing of Request for Reclassification:</u> All requests for reclassifications of positions shall be filed with the District and the CSEA President no later than March 1, and resolution will be made by May 1, unless agreed upon by the District and CSEA.

- 9.13 <u>Contents of Request:</u> Each request for a reclassification shall contain two (2) copies (one to the District and one to CSEA) of the following:
 - 9.13.1 A cover letter stating an overview of the request.
 - 9.13.2 A letter from the employee's supervisor stating his/her recommendation and reasons for such recommendation regarding the request is highly recommended but not required;
 - 9.13.3 A current job description;
 - 9.13.4 A proposed job description;
 - 9.13.5 Data justifying the request;
 - 9.13.6 A letter outlining the additional duties acquired over a period of time that differ from the current job description and justifying the request;
 - 9.13.7 A historical overview of the new duties;
 - 9.13.8 The current and proposed salary ranges;
 - 9.13.9 Any other relevant information supporting the request.
- 9.14 The District and CSEA shall meet as soon as practical thereafter to negotiate the requests for reclassification.

With the immediate supervisor's consent, should a classified employee be assigned to work in a higher classification for a full day, the employee shall be paid at Step 1 of the appropriate range of the higher classification unless the current rate of pay is higher, then an adjustment will be made to insure an increase in compensation. Payment shall be from day 1 of the assignment. With the exception of Parent Liaison, Community Contact, and District Office Secretary positions that include bilingual abilities in their job description, any employee who volunteers to provide interpreter services for the District shall receive pay for the extra time worked. Employees will not receive a reprimand for refusing to provide such services on a voluntary basis.

- 9.15 New hires will be compensated based on verified year for year experience on the appropriate salary schedule.
- 9.16 Salary Adjustments

The 2019-2020 salary schedule shall be adjusted by 1.5% effective July 1, 2020. Payment shall not be applied to time cards or any extra time worked.

For the 2021-2022 school year a total compensation package of 3.5% is available. The package is to be divided by 3.0% on the salary schedule and .5% toward health and welfare benefits. This offer is contingent on the funded COLA from the State for 2021-

2022 being at a minimum of 3.0%. If the state funded COLA is below 3.0%, the parties agree to renegotiate the compensation plan for the 2021-2022 school year.

ARTICLE X: PROFESSIONAL GROWTH

- 10.1 The professional growth program is as follows:
 - 10.1.1 A Paraprofessional with less than a twelfth (12th) grade education will be on range one (1) of the salary schedule.
 - 10.1.2 A Paraprofessional with a high school diploma or equivalent shall be placed on range two (2) of the salary schedule.
 - 10.1.3 Beginning with the next pay period following proof that fifteen (15) college or university units have been successfully completed, a Paraprofessional will be placed on range three (3) of the salary schedule. In order for advancement to occur in any given year, proof of units must be submitted by October 31st of that year.
 - 10.1.4 As indicated above, a Paraprofessional successfully completing thirty (30) college or university units will be placed on range four (4) of the salary schedule.
 - 10.1.5 As indicated above, a Paraprofessional successfully completing forty (40) college or university units will be placed on range five (5) of the salary schedule.
 - 10.1.6 As indicated above, a Paraprofessional successfully completing fifty (50) college or university units will be placed on range six (6) of the salary schedule.
 - 10.1.7 As indicated above, a Paraprofessional successfully completing sixty-five (65) college or university units will be placed on range seven (7) of the salary schedule.
 - 10.1.8 As indicated above, a Paraprofessional successfully completing eighty (80) college or university units will be placed on range eight (8) of the salary schedule.
 - 10.1.9 Forty-eight (48) college credit, or an Associates of Arts degree or higher, or 70% or higher on the CODESP examination proficiency exam is required for Paraprofessional who provide instructional support in classrooms. The above requirements would not be required for the Community Contacts or the Library Technicians.
- 10.2 For all employees with positions listed on the Classified Salary Schedule (Appendix A), effective July 1, 2018, a 1% annual increase to employee's salary with 30 units earned at an accredited college and 1% (total of 2%) annual increase in salary with an Associate's Degree, in addition, a 1% increase for a Bachelor's Degree (total of 3%). This is to be applied only to those positions listed on Appendix A. This excluded positions listed on Appendices B; C; F and G.

ARTICLE XI: VACATION AND HOLIDAYS

- 11.1.a. A bargaining unit member may earn vacation at the rate of one (1) day per month worked; after five (5) years of continuous service, one and one-quarter (1.25) days per month worked, after ten (10) years of continuous service, on and one-half (1.5) days per month worked, and after fifteen (15) years of continuous service, an employee will be entitled to twenty (20) days. For employees working less than twelve (12) months, the twenty (20) days will be prorated. Employees shall be allowed to carry over five (5) vacation days.
- 11.1.b Employees shall be allowed to carry over ten (10) vacation days from one year to the next year. Five (5) of these carryover days must be used by December 31st of the ensuring year. The remaining five (5) days must be used by June 30th of the ensuing year, or employee has the option of taking pay (at the rate of their base daily rate) in lieu of time off equal to five (5) days by written request. The carryover days are not accumulative for use in future years.
- 11.1.c Summer Work Force During the summer break (when school is not in session during the summer) employees may use up to ten (10) of their vacation days. The District will determine the number of employees using more than five (5) consecutive days of accrued vacation during the summer if operations will be compromised.
- 11.1.d Employee shall provide district five (5) days' notice prior to taking vacation.
- 11.2 If the District prevents an employee from taking vacation during the year it is earned, or within the time constraints defined in 11.1.b (above), the District must either pay the employee at the rate of pay during the timeframe the leave was earned or allow the employee to carry the vacation over to the next year.
- 11.3 Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he or she been in a working status.
- When an employee in the bargaining unit is terminated for any reason, he or she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.
- When an employee becomes ill at the time his or her vacation is due, he or she may reschedule the vacation at a time to be mutually acceptable to the employee and the District.

- The following holidays will be scheduled for bargaining unit members: Independence Day, Labor Day, Veteran's Day, Thanksgiving Day (2 Days), Christmas Day (3 Days), New Year's Day (2 Days), Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Friday of Spring Recess and Memorial Day.
- 11.7 Every day declared by the President or Governor of this state, and mandated by the Education Code, shall be a paid holiday for all members of the bargaining units normally scheduled to work that day.
- Any day granted as a teacher training day, teacher institute, or teacher-parent conference day by whatever name for whatever purpose is a regular work day for all classified employees in the bargaining unit. Except as otherwise provided in the Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday. Employees in the bargaining unit who are not normally assigned to duty during the school holidays of Christmas Day and the day after, New Year's Day and Friday of Spring vacation, shall be paid for those holidays provided that they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period. When a holiday falls on a Saturday, the preceding workday, not a holiday, shall be deemed to be that holiday. When a holiday falls on a Sunday, the following day, not a holiday, shall be deemed to be that holiday.

ARTICLE XII: LEAVES

- Bereavement Leave: Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. Immediate family is defined for the purpose of the agreement as spouse of the employee; mother, father, grandmother, grandfather, and grandchild of both employee and the spouse; son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law and registered domestic partner; or any relative living in the immediate household of the employee. The leave shall be for no more than five (5) days within the State of California and no more that seven (7) days for out of state.
- 12.2 Jury Duty: An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. An employee must submit a proof of service in a timely manner verified on the day of service with the date and time stamped by the Jury Service Office with communication to their immediate supervisor.
 - 12.2.1 Employees shall be entitled to as many days of paid leave as are necessary for appearances as a juror before any duly convened court of law. A copy of the jury summons shall be attached to the request for leave. If the employee receives any juror's fees while on leave under this provision, such fees less mileage fees shall be remitted to the District. If no juror's fees are paid, the employee must provide the District court documents to support their jury service.
 - 12.2.2 Employees shall verify the need for appearance as a juror by calling the evening before the appearance is scheduled and provide notice to their supervisor of the status.
 - 12.2.3 Any employee who is granted jury duty leave shall only be required to work that portion of remaining hours which, when added to the number of jury duty hours served, equals his/her regularly assigned workday. Adjustments to an employee's regular work schedule to determine reasonable work time and travel time needed to attend jury service will be discussed and mutually agreed to by the employee and supervisor.
- 12.3 <u>Military Leave</u>: An employee shall be entitled to military leave as provided by law.
- 12.4 Sick Leave

- 12.4.1 An employee employed five (5) days per week shall be granted one (1) day per month leave of absence for illness or injury for each month of service. Am employee employed less than five (5) days per week shall be granted that proportion of one (1) day per month as the number of days per week he or she is employed bears to five (5).
- 12.4.2 Pay for any day of such absence shall be the same as the pay, which would have been received, had the employee served during the day of illness.
- 12.4.3 At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six months of active service with the District.
- 12.4.4 Pregnancy shall be treated as an illness for the purposes of sick leave, provided a physician verifies that continued employment would cause harm or injury to the employee or the unborn child.
- 12.4.5 If an employee does not take the full amount of leave allowed in any year under this Section, the amount not taken shall be accumulated from year to year.
- 12.4.6 The District will require a physician's verification of illness if a classified employee has been on sick leave for three (3) or more consecutive days.

12.5 <u>Industrial Accident and Illness Leave</u>: Employees shall be entitled to the following benefits:

- 12.5.1 An employee suffering an injury or illness arising out of and in the course and scope of his or her employment shall be entitled to a leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- 12.5.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of this state, exceed the normal wage for the day.
- 12.5.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation or other paid

leave may then be used. If, however, an employee is still receiving temporary disability payments under the Worker's compensation laws of this state at the time of the exhaustion of benefits under this Section, he or she shall be entitled to use only so much of his or 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.

- 12.6 Entitlement of Other Sick Leave: When a member of the bargaining unit is absent from duties on a account of long-term illness or accident for a period of five (5) months or less, the amount deducted from the salary due to the employee shall not exceed the sum which is actually paid a substitute employee. Accumulated sick leave is to be considered part of the five (5) month allocation. The five (5) months run concurrently with all paid leave.
- 12.7 <u>Personal Necessity Leave:</u> Seven (7) days of absence earned for sick leave under Section 12.4 of this Article may be used by the employee, at his or her election, in cases of personal necessity on the following basis:
 - 12.7.1 The death of a member of the employee's immediate family, as defined in Section 12.1, when additional leave is required beyond that provided in section 12.1 of this Article.
 - 12.7.2 As a result of an accident or illness involving an employee's person or property or the person or property of his or her immediate family.
 - 12.7.3 When resulting from an appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or other order.
 - 12.7.4 Such other reasons approved by the District for personal business, which cannot be normally handled before or after the school day. The employee shall give the District twenty-four hours notice for all personal necessity leave.
 - 12.7.5 Only a reasonable number of personal necessity leaves will be allowed per department per day.
 - 12.7.6 One discretionary day may be used for any purpose subject to compliance with Section 12.7.4 and 12.7.5 as approved by their immediate supervisor.
- 12.8 <u>General Leave</u>: 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.
- 12.8 Family Medical Leave Act provisions will be consistent with those provided by statute.

12.9 <u>Catastrophic Illness or Injury –Donated Sick Leave</u>

- 12.9.1 Employees may donate no more than two (2) days of their sick leave to another classified employee per board approval. Sick leave days can be donated for the use by fellow employees who experience a catastrophic illness or injury.
- 12.9.2 Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee or the employee's spouse or legal domestic partner or child for an extended period of time, requiring the employee to take time off work due to his/her illness or injury or to care for the spouse or legal domestic partner or child, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her accrued sick leave and other paid time off.
- 12.9.3 All sick leave donations shall be in writing, dated, and bear the signature of the donor. Donated leaves will not be transferred until needed.
- 12.9.4 The employee shall attach to the request written verification of the catastrophic injury or illness. Verification shall be made to the District Office by means of a letter dated and signed by the sick or injured person's physician, indicating the incapacitating nature and probable duration of the illness or injury, and the need for care by a family member if applicable.
- 12.9.5 Employees may use sick leave that is donated after they have used all of their personal sick leave. An employee may not receive or use more than one hundred (100) days of donated sick leave in a school year.
- 12.9.6 Sick leave so transferred shall be deducted and credited in whole days only. There shall be no adjustment for individual salary differences. An employee must maintain a minimum of 10 days of sick leave to be eligible to donate to another employee.
- 12.9.7 If eligible for differential pay and/or CALPERS or private disability during the catastrophic leave, the employee shall receive only as much donated leave as is necessary to maintain his/her regular salary or wages. The employee shall use any leave credits that he/she continues to accrue on a monthly basis while on catastrophic sick leave before receiving paid leave pursuant to donations under this program.
- 12.9.8 All sick leave donations are irrevocable once transferred.

ARTICLE XIII: HEALTH AND WELFARE BENEFITS

13.1 The six (6) hour Paraprofessionals have the option of selecting dental and vision insurance coverage as long as the District costs contribution is less than the District cost for 50% coverage for medical insurance.

13.3 Retirees

- 13.3.1 After eighteen (18) years of continuous service at the age of fifty-five (55), the district shall pay \$3,000 annually toward the cost of health premium. The District's contribution will cease upon qualification of Medi-Cal or Medicare whichever occurs first.
- 13.3.2 The District agrees to pay 60% of the health District contribution at the time of retirement to any retiree who retires at 60 years of age or older for a period not to exceed five (5) years. The District's contribution will cease upon five (5) years duration or upon qualification for MediCal or Medicare whichever occur first.
- 13.4 Provision in the above Article 13.3 will not apply to a unit member whose initial employment will begin after the 2007-2008 fiscal year.
- 13.5 The District contribution toward Health and Welfare benefit year for the 2019-2020 school year effective October 1, 2020 will be a Cap of \$15,335.00 (\$1,277.92 per month). (Equivalent to 1.00% in total compensation).

ARTICLE XIV: DUE DEDUCTION

- 14.1 Dues Deductions:
 - 14.1.1 The district shall deduct, in accordance with the CSEA dues from wages of all employees who are members or become members of CSEA who have submitted dues authorization forms to the district.
- Along with each monthly payment to CSEA, the employer shall, without charge, furnish CSEA with an alphabetical list of all workers in the bargaining unit, identifying them by name, last four of social security number, and indicating the amount deducted.
- 14.3 Hold Harmless Provisions:
 - 14.3.1 CSEA agrees to reimburse the employer, its officers and agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of this agreement or the implementation thereof, provided the employer has compiled with the terms of this article and has promptly notified CSEA of its awareness of such an action.
 - 14.3.2 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

ARTICLE XV: SEVERABILITY

- 15.1 <u>Saving Clause</u>: If during the life of the Agreement there exists any applicable law of any applicable rule, regulations, 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 hereunder so long as such law, rule, regulation, or order shall remain in effect.
- 15.2 <u>Replacement for Severed Provision:</u> 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 for the replacement of such Article or Section.

ARTICLE XVI: TERM and SIGNATURES

- 16.1 July 1, 2020 to June 30, 2023 an agreement for a three-year contract with re-openers of compensation (Salary, Health, and Welfare) with two additional openers to be determined by each party.
- 16.2 Following the completion of the sonshine provision, the parties agree to meet and negotiate on a successor agreement:

SIGNATURES:

BOARD OF TRUSTEES:

President of the Board

Date 3/07/2022

Date 310112022

Pamela Dikel

Mandeya

ADA

ASSOCIATION:

President of the Association

Date 3-23-2022

An acre

APPENDIX A

Corcoran Unified School District Classified Salary Schedule

2021-2022

V200 B	A	В	С	D	E	F
1	12,44	13,07	13.73	14.39	15,16	15,90
2	12.73	13,39	14,06	14.77	15,52	16,32
3	13.07	13.73	14,39	15,16	15,90	16,75
4	13,39	14.06	14.77	15,52	16.32	17.17
5	13.73	14.39	15.16	15,90	16.75	17.57
6	14.64	14.77	15,52	16,32	17.17	18.04
7	14.64	15,16	15,90	16,75	17.57	18.50
8	14.77	15,52	16.32	17,17	18.04	18,96
9	15,16	15,90	16,75	17,57	18.50	19.41
10	15,52	16.32	17.17	18.04	18.96	19.94
11	15.90	16.75	17.57	18,50	19.41	20,44
12	16,32	17.17	18.04	18,96	19,94	20,92
13	16.75	17.57	18.50	19.41	20.44	21.48
14	17,17	18.04	18,96	19,94	20,92	22.02
15	17.57	18,50	19,41	20,44	21_48	22.56
16	18.04	18,96	19.94	20.92	22.02	23.11
17	18,50	19,41	20,44	21.48	22,56	23,69
18	18.96	19,94	20,92	22.02	23,11	24.28
19	19.41	20,44	21.48	22,56	23.69	24.86
20	19.94	20,92	22,02	23.11	24.28	25.50
21	20.44	21.48	22,56	23.69	24.86	26.11
22	20.92	22,02	23.11	24,28	25.50	26,73
23	21.48	22.56	23,69	24.86	26.11	27,41
24	22.02	23.11	24.28	25,50	26.73	28.09
25	22.56	23.69	24.86	26,11	27,41	28.80
26	23.11	24.28	25,50	26,73	28.09	29.53
27	23,69	24.86	26,11	27.41	28,80	30.26
28	24.28	25,50	26.73	28,09	29.53	31.00
29	24.86	26.11	27.41	28.80	30.26	31.62
30	25.50	26.73	28.09	29.53	31.00	32.29
31	26.11	27.41	28.80	30,26	31,62	32,93
32	26.73	28.09	29.53	31.00	32.29	33.58
33	27.41	28,80	30.26	31.62	32,93	34,25
34	28.09	29.53	31.00	32.29	33.58	34.92
35	28.80	30,26	31.62	32.93	34.25	35.64
36	29,53	31.00	32.29	33.58	34.92	36.34
37	30.26	31.62	32.93	34.25	35.64	37.07

*No positions paid below range 6
This schedule includes a 3.0% increase

	Longevity
\$60.00	10 years - \$60/month (based on 8 hr/day) or \$.35/hour (based on less than 8 hr/day)
\$65.00	15 years - \$65/month (based on 8 hr/day) or \$.38/hour (based on less than 8 hr/day)
\$70.00	20 years - \$70/month (based on 8 hr/day) or \$.40/hour (based on less than 8 hr/day)
\$90.00	25 years - \$90/month (based on 8 hr/day) or \$.52/hour (based on less than 8 hr/day)

Range	Title
6	Cafeteria Worker
8	Clerk Typist
9	Cook
10	Food Service Technician
	Library Technology Clerk
	TLC Secretary
11	Head Cook
12	Secretary I
13	Groundsman/Bus Driver
	Health Clerk
14	Bus Driver/Maintenance Worker
	Community Contact
	Custodian
16	Attendance Secretary II
	CHS Registrar/Counseling Secretary
	Secretary II
	Work Based Learning Coordinator
17	District Liaison
	Technology Support Specialist I
19	Account Clerk/Asset Analyst
	Ag Farm Maintenance Helper/Bus Driver
	Maintenance Helper/Bus Driver
	Student Activity Account Clerk
20	Head Custodian
	Head Groundsman
	Mechanic/Bus Driver
	Safety Supervisor
	Skilled Maintenance
	Warehouseperson
24	Technology Support Specialist II
25	Sign Language Interpreter
26	Carpenter
30	Health Care Nurse/LVN
	Technology Support Specialist III
35	System & Network Specialist

M	Professional Growth (College Units)	
	1% for 30+ units	
	2% for Associates Degree	
	3% for Bachelors Degree	

Vacation Days (Based on Years of Service)					
for le	ss than 1	2-month employees			
5 years	add	1,25 days per month			
10 years	add	1.50 days per month			
15 years	add	1.67 days per month			

Any position that requires a bus driver's license will be paid \$75/month stipend for active B license/bus certification

Board Approved 5/25/2021 Effective 7/1/2021

Health clerk (Range 13) to receive 5% differential for LVN Certificate; 10% differential for RN Certificate

Corcoran Unified School District Paraprofessional Salary Schedule

2021-2022

		Step					
	Range	Α	В	С	D	E	F
1	High School Diploma/Equivalent Plus Pass Paraprofessional Exam	14.64	14.64	15.34	16.09	16.89	17.83
2	High School Plus 15 Units Plus Pass Paraprofessional Exam	14.64	15.05	15.80	16.57	17.43	18.30
3	High School Plus 30 Units Plus Pass Paraprofessional Exam	14.74	1 5.49	16.25	17.06	17.93	18.9
4	High School Plus 48 Units	15.18	15.95	16.45	17.25	18.14	19.1
5	High School Plus 50 Units	15.65	16.44	17.24	18.12	19.01	20.0
6	High School Plus 60 Units or AA/AS Degree	16.10	16.91	17.79	18.66	19.58	20.6
7	High School Plus 80 Units or AA/AS Degree	16.59	17.45	18.30	19.24	20.19	21.29
8	High School Plus over 80 Units or AA/AS Degree	17.10	17.95	18.85	19.81	20.79	21.9

Longevity					
10 years	\$.35 Additional per hour				
15 years	\$.38 Additional per hour				
20 years	\$.40 Additional per hour				
25 years	\$.52 Additional per hour				

2% Annual increase for Associate Teacher Permit if required for Associate PreSchool Teacher position only

This schedule includes a 3.0% increase

Board Approved 5/25/2021 Effective 7/1/2021

APPENDIX C

LONGEVITY SCHEDULE

<u>2020-2021</u>

After 10 years of service	\$60.00
After 15 years of service	\$65.00
After 20 years of service	\$70.00
After 25 years of service	\$90.00

APPENDIX D

Corcoran Unified School District Yard Duty Salary Schedule

2021-2022

		_					
		Step					
	Range	А	В	С	D	E	
1	Less than 12th grade education	\$14.64	\$14.64	\$14.64	\$15.82	\$16.28	
2	High School Diploma/Equivalent	\$14.64	\$14.64	\$15.12	\$16.24	\$16.70	
3	High School Plus 15 units	\$14.64	\$14.64	\$15.45	\$16.68	\$17.13	
4	High School Plus 30 Units	\$14.64	\$15.12	\$15.88	\$17.07	\$17.49	
5	High School Plus 40 Untis	\$14.64	\$15.45	\$16.28	\$17.51	\$17.93	
6	High School Plus 50 Units	\$15.12	\$15.88	\$16.70	\$17.90	\$18.40	
7	High School Plus 65 Units	\$15.45	\$16.28	\$17.13	\$18.36	\$18.93	
8	High School Plus 80 Units	\$15.88	\$16.70	\$17.49	\$18.82	\$19.41	
	Longevity	This schedu	le includes a	3.0% increa	se		
	\$.35 Additional per hour						
				D		E /2E /2024	
				ROSI		7/1/2021	
15 years				Воаг	d Approved Effective	5/25/2 7/1/2	

APPENDIX E

Substitute work to gain Experience

Current employees who do not work during the regular summer months or are less than full time may request to be put on substitute lists for positions where they may wish to gain experience. Substitute work will not increase work hours on a permanent basis or make employee eligible for Health and Welfare Benefits.

CORCORAN UNIFIED SCHOOL DISTRICT PRE-K TEACHER SALARY SCHEDULE 2021-2022

		Α	В	С	D	E a al
Step	Hours Per Day	48 Units + Child Development Teacher Permit	60 Units + Child Development Teacher Permit	90 Units + Child Development Teacher Permit	Above 90 Units + Child Development Teacher Permit	BA Degree + Child Development Teacher Permit
1	8 hrs/day	\$25,704.49	\$26,737.29	\$27,811.60	\$28,929.08	\$29,890.63
	5 hrs/day	\$16,000.56	\$16,643.44	\$17,312.18	\$18,007.78	\$18,731.34
2	8 hrs/day	\$26,737.29	\$27,697.43	\$28,929.00	\$29,606.01	\$31,300.52
	5 hrs/day	\$16,643.44	\$17,312.18	\$18,007.78	\$18,731.34	\$19,483.96
3	8 hrs/day	\$27,697.43	\$28,929.08	\$30,091.45	\$31,300.52	\$32,558.17
	5 hrs/day	\$17,312.18	\$18,007.78	\$18,731.34	\$19,483.96	\$20,266.83
4	8 hrs/day		\$30,091.45	\$31,300.52	\$32,558.17	\$33,751.06
	5 hrs/day		\$18,731.34	\$19,483.96	\$20,266.83	\$21,081.14
5	8 hrs/day		\$31,300.52	\$32,558.17	\$33,751.06	\$35,101.10
	5 hrs/day		\$19,483.96	\$20,266.83	\$21,081.14	\$21,928.18
6	8 hrs/day		\$32,558.17	\$33,751.06	\$35,227.11	\$36,642.54
	5 hrs/day		\$20,266.83	\$21,081.14	\$21,928.18	\$22,832.09
7	8 hrs/day		\$33,866.37	\$35,227.11	\$36,642.47	\$38,114.84
	5 hrs/day		\$21,081.14	\$21,928.18	\$22,809.26	\$23,725.74
8	8 hrs/day		\$35,227.11	\$36,642.54	\$38,114.84	\$39,646.29
	5 hrs/day		\$21,928.18	\$22,809.26	\$23,725.74	\$24,679.04

This schedule will apply to personnel hired on or after July 1, 2002.

This schedule is based on 184 eight-hour workdays including 180 teaching days.

Positions hired for less than 8 hours perday will be compensated at the prorated amount from this schedule. Additional in-service days will be compensated at the appropriate prorated hourly rate.

The approprate permit must be issued by the Commission on Teacher Credentials or the Kings County Office of Education.

Any teacher working 6 hours or more will receive full medical benefits.

\$500.00 stipend for Child Development Site Superivsor Permit or Child Development Master Teacher Permit.

Board Approval 2/25/2014 Effective 11/1/2013

APPENDIX H

Exit Survey Form

Please return directly to the District Office.

Printed Name:	SS#: XXX-XX-
Position:	

We would appreciate you taking a few minutes to rate the following questions as honestly as possible. Your individual responses are treated as confidential, and will not become part of your personnel file. We believe that the information is of vital importance and will assist in analyzing our employee retention and turnover. Thank you for your cooperation!

How would you rate the following at Corcoran Unified:	Excellent	Above Average	Average	Below Average	Poor
Immediate Supervisor					
Cooperation with the Sites					
Cooperation with my Department					
Adequacy of Training Received					
Rate of Pay					
Work Schedule					
Type of Work Performed					
Tools and equipment provided					
Opportunity for Advancement					
Avenues of Communication					
Benefit Plans Provided by CUSD (if applicable)					
Explanation of Job Duties/Responsibilities					
Explanation of Pay Plan/Benefits					
Accessibility to CUSD Regulations, Policy and					
Procedures	St == 27			3.844-43	
	Frequently		Often		Never
How frequently did you get performance feedback?					
How frequent did you have discussions with your					
supervisor about your performance?	- TR - = 10		+1		
How frequent did you provide suggestions for					
improvement?			25 = 11		

Any other comments/suggestions you would like to share:	
	-
	-
Thank you for your candid comments. All responses will be confidential. Your answers will not be revealed to any other organiza	kept secured and maintaition.
	*
Signature	Today's Date
Please return directly to the District Office.	