

AGREEMENT

BY AND BETWEEN THE

CENTRAL UNION CLASSIFIED EMPLOYEES ASSOCIATION/NEA

AND THE

CENTRAL UNION SCHOOL DISTRICT

2010 - 2011

Prepared by Central Union Human Resources Department

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ARTICLE I: AGREEMENT

- 1.1 This is an Agreement made and entered into, by and between the Board of Education of the Central Union School District (hereinafter referred to as "District") and the unit of employees represented by the Central Union Classified Employees Association/NEA, an affiliate of the National Education Association (hereinafter referred to as "Association"). This Agreement shall supersede Board policy in the event of conflicting language.
- 1.2 The term of this Agreement shall be from July 1, 2010, through June 30, 2011. This is a closed contract. Contract review shall be initiated by mutual consent of CUCEA and the District.

ARTICLE II: DEFINITIONS

- 2.1 "Day": Any day that the District Office is open for business.
- 2.2 "Immediate Family" for purposes of Article XXIV: Father, father-in-law, step father, mother, mother-in-law, step mother, legal guardian, brother, brother-in-law, step brother, sister, sister-in-law, step sister, husband, wife, daughter, daughter-in-law, step daughter, son, son-in-law, step son, grandchild, step grandchild, grandparents, grandparents-in-law, step grandparents, or any relative living in the immediate household of the employee.
- 2.3 "Vacancy": Any classified position that is unfilled and the District chooses to fill.
- 2.4 "Unit Member": Any classified position covered under Article III: Recognition.
- 2.5 "Classification": A broad job category made up of individual classes.
- 2.6 "Class": An individual job position as specified by salary schedule placement.

ARTICLE III: RECOGNITION

- 3.1 The District recognizes the Association as the exclusive representative for non-certificated employees of the District, excluding the following: Superintendent's Secretary, Secretary to Assistant Superintendent, Administrative Department Secretary, Assistant Superintendent of Business Facilities, Manager of Instructional, Technology & Media Services, Maintenance Supervisor, Food Service Coordinator, Accounting Coordinator, Accounting Supervisor, and Technology Server Coordinator.
- 3.2 All new classified positions, which are not certificated, shall be assigned to the unit.

ARTICLE IV: DISTRICT RIGHTS

- 4.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine the methods of raising revenue; contract out work as provided by the Education Code; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.

- 4.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

ARTICLE V: NON-DISCRIMINATION

- 5.1 The District shall not discriminate against a Unit Member on the basis of race, color, creed, age, sex, gender, national origin, political affiliation, marital status, physical handicap, or membership or participation in the legal activities of the Association.

ARTICLE VI: SAVINGS

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

ARTICLE VII: EMPLOYEE BENEFITS

***** For the 2010-2011 school year, the District will support the cost of Employee Benefit Plan and Life Insurance at a funded amount of \$858.75 a month. The previous formula used to determine cap increases will be suspended for the 2010-2011 school year. The remaining aspects of Article VII will be open for discussion and negotiation during the next open session of negotiations for successor contracts. *****

7.1 Basic Programs

7.1.1 The Board shall work with "School Employees Trust – Tulare County (SET-TC) SISC III to provide Health Benefits. In the event the above vendor is not used both parties agree to renegotiate this section of the contract.

7.1.2 The Board shall provide all full-time or part-time (Part time is defined as working six [6] hours or more per day, but less than eight [8] hours) Unit Members and their eligible dependents with a Basic Benefit Program.

7.2 Employee Basic Benefit Plan will go into effect October 1, 2010.

7.2.1 Employee Benefit Plan and Life Insurance will go into effect beginning October 1, 2010.

7.2.2 The employee's cost for the plans will be deducted monthly through payroll deductions.

7.3 Any member of the bargaining unit who is fifty-seven (57) years of age or older, who presently has District medical benefits, who has worked twenty (20) consecutive years with the District and leaves the employ of the District, along with eligible dependents, shall be entitled to medical coverage under the regular employee insurance program, shall be entitled to continue his/her medical coverage under regular employee insurance programs by payment of the appropriate premium amounts by depositing twelve (12) checks, predated consecutively by month, with the District by August 31st of each year until Medicare eligibility, provided that the employee;

7.3.1 has retired under the provisions of the Public Employees Retirement System;

7.3.2 has enrolled, along with their eligible dependents, in Medicare Part "A" if and when entitled to such coverage as provided without further cost to the retiree, by Social Security;

7.3.3 has enrolled, along with eligible dependents, in Medicare Part "B", if and when entitled to such coverage as provided without further cost to the retiree, by Social Security.

7.4 Survivor Benefits

7.4.1 The surviving spouse of a deceased employee and any eligible dependents (as determined by the group policy) of such a spouse may, at his/her election, remain enrolled in the insurance programs set forth in 7.1 above.

7.4.2 This benefit is restricted only to the spouse and dependents, if any, of the persons who die while an employee of the District or while on an approved leave from such employment.

7.4.3 The survivor's premium payments for such continued coverage shall be paid by depositing twelve (12) consecutively predated checks by month with the District by September 15th of each year unless other arrangements are mutually agreed upon by the survivor and the District.

ARTICLE VIII: EQUIPMENT, MATERIALS AND EXPENSES

- 8.1 The District shall provide without cost to the Unit Members the following:
 - 8.1.1 First Aid kits in District-designated location
 - 8.1.2 District-required safety equipment
- 8.2 The District will provide tools, equipment, and supplies deemed necessary by the District.
- 8.3 When the Unit Member is required by the District to use their own vehicle for District-related business, the District will pay the Unit Member at the District mileage rate for preapproved usage.
- 8.4 Any day granted as a teacher training day or staff development day during the regular instructional year would be considered a regular work day for all classified employees at which time in-service for classified employees may be provided by the District.

ARTICLE IX: GRIEVANCE PROCEDURE

9.1 Definition

- 9.1.1 A “grievance” is a formal written allegation by a grievant that he/she has been adversely affected by a violation, misapplication or misinterpretation of this Agreement.
- 9.1.2 A “grievant” may be any employee of the District, or the Association.
- 9.1.3 The “superintendent” may be the superintendent or his/her designee.
- 9.1.4 For purposes of this Article, a “day” shall mean any day in which the District Office is open for business.
- 9.1.5 “Immediate supervisor” is the lowest level managerial person who has the authority to resolve the grievance and grant the remedy sought.

9.2 Informal Conference: An attempt shall be made to resolve the grievance by an informal conference between:

- 9.2.1 The Unit Member and the immediate supervisor, or;
- 9.2.2 The grievance representative for the Unit Member and the immediate supervisor, or;
- 9.2.3 The Unit Member, the grievance representative, and the immediate supervisor.

9.3 Formal Procedure: A grievance filed on behalf of an individual Unit Member shall be processed as follows:

- 9.3.1 Step One - The grievant shall file the grievance in writing with the District not later than fifteen (15) days after the Unit Member knew or could reasonably have been expected to know of the action or inaction that constituted the basis of the grievance.
- 9.3.2 Step One of the grievance procedure shall consist of a meeting among the Unit Member, an Association representative, and the Unit Member’s immediate supervisor to discuss the grievance with the objective of resolving it. Such meeting shall be held not later than five (5) working days after the date on which the grievance was filed.
- 9.3.3 Not later than five (5) days after the conclusion of the Step 1 meeting, the immediate supervisor shall provide the Unit Member and the Association with a written answer.
- 9.3.4 If the grievance is not resolved to the satisfaction of the Grievant at Step 1, the Grievant may file at Step 2 with the Superintendent not later than fifteen (15) days after the conclusion of the Step 1 meeting or twenty-five (25) days after the filing of the Step 1 grievance if a meeting is not held.
- 9.3.5 Step Two shall consist of a meeting among the Unit Member, an Association representative, and the Superintendent. The Association may bring any other person necessary to resolve the grievance. This meeting shall be held within ten (10) days after the filing of the Step Two grievance.
- 9.3.6 No later than five (5) days after the conclusion of the Step Two meeting, the Superintendent shall provide the Unit Member and the Association with a written answer.

- 9.3.7 Step Three If the grievance is not resolved to the satisfaction of the Association at Step 2, the Association may, within ten (10) days of the response, or in the event of no response, within fifteen (15) days of the Step Two meeting, submit a written request for mediation of the grievance. The parties shall, within five (5) days of receipt of the request, submit to the California State Conciliation Service a written request for the immediate services of a mediator. The mediation process shall be Step Three of this grievance procedure.
- 9.3.8 The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance. At the outset of this process, the mediator shall schedule a meeting at a mutually agreeable time for the purpose of resolving the matter through mediation.
- 9.3.9 If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement to that effect, and thus waive the right of either party to further appeal of the grievance. Any offer of compromise by either party may not be used or referred to, if the grievance is not resolved at this step.
- 9.3.10 Step Four If not satisfied with the decision at Step Three, the grievant may, within ten (10) days, appeal the decision to the Board of Trustees. The Board, at the next regularly scheduled meeting, shall conduct a hearing.
- 9.3.10.1 The grievant shall furnish the Board with a full report of the grievance. The Board, at its next regularly scheduled meeting, shall review the record and if it finds it necessary, shall hear additional testimony or receive additional evidence.
- 9.3.10.2 The decision of the Board shall be final.
- 9.3.11 Time limits indicated at each level of the grievance procedure set forth in this Article shall be construed, as maximums and an attempt shall be made to expedite the process.
- 9.3.12 Extensions of the aforesaid time limits may be requested in writing by either party. Such requests shall state the extension period requested. Unless an extension is mutually agreed upon between the District and the Association, the time limits set forth herein shall be applicable.
- 9.4 If a grievance affects a group or class of Unit Members and the facts with respect to all persons alleged to be aggrieved are substantially the same and the issue(s) raised by the grievance are the same as to all Unit Members involved, the Association may initiate and submit such grievance at the first formal step.
- 9.5 The investigation and processing of grievances and arbitrations will be accomplished during the normal workday. The Association representative and grievant shall be released without loss of pay in order to properly fulfill the duty of fair representation. Any Unit Member who is requested to appear in such investigations, meetings, or hearings as a witness shall be accorded the same rights.
- 9.6 The Association will notify the District of those individuals authorized to investigate and process grievances on behalf of the Association.
- 9.7 The District shall cooperate with the Association in the investigation of any grievance and shall provide the Association with such available information as is requested as necessary to effectively process a grievance and to discharge the Association's duty of fair representation.

- 9.8 In the event a Unit Member(s) exercises the right to individually process a grievance without assistance from the Association, the District shall provide the Association:
- 9.8.1 A written copy of the grievance.
 - 9.8.2 Provide the Unit an opportunity to respond.
 - 9.8.3 Reasonable time to assert the Association's position through a written response being filed before a decision is reached.
 - 9.8.4 A written copy of any proposed resolution of the grievance.
- 9.9 No reprisals of participation in any kind shall be taken against any person because of the grievance procedure in accordance with the terms of this Agreement.
- 9.10 All records dealing with the processing of grievances shall be filed in a separate grievance file.
- 9.11 Forms and other necessary documents for filing grievances shall be mutually prepared by the Association and the District.
- 9.12 In matters dealing with alleged violations of Association rights, the grievance should be initiated at the lowest appropriate step.

ARTICLE X: ORGANIZATIONAL SECURITY

10.1 Dues Deduction

- 10.1.1 The right of payroll deduction for payment of organizational dues shall be accorded without charge to the Association. Association members who currently have authorization cards on file for the above purposes need not be resolicited. Association dues and fees, upon formal written request from the Association to the District, shall be increased or decreased without resolicitation and authorization from Unit Members.
- 10.1.2 Pursuant to authorization by the Unit Member, the District shall deduct the appropriate monthly Association dues and fees from the regular salary check each month.
- 10.1.3 With respect to all sums deducted by the District pursuant to authorization of the Unit Member, for membership dues, the District agrees promptly to remit such monies to the Association along with an alphabetical list of all Unit Members for whom such deductions have been made and any changes that may have occurred since the previous list.

10.2 Representation Fee (Fair Share)

- 10.2.1 All current Association members shall remain members. All employees hired after July 1, 1994, shall become members. Employees hired before July 1, 1994, if not members, shall be subject to agency fee deductions, per SB 1960. The Employer agrees to deduct agency fees, as required by SB 1960, from the pay of unit members who do not become members of the Association.
- 10.2.2 Any Unit Member who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct the regular monthly dues from the regular salary check of the Unit Member each month. Deduction for Unit Members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 10.2.3 Any Unit Member who is not a member of the Association, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to membership dues, initiation fees and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the Unit Member may authorize payroll deduction for such fee in the same manner as provided in Section 10.2.1 of this Article. In the event that a Unit Member does not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section 10.2.1, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45168 and in the same manner as set forth in Section 10.2.1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.
- 10.2.4 Any Unit Member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment; except that such Unit

Member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following nonreligious, non-labor organizations, charitable funds exempt from taxation under Section 501 (c)(3) of Title 26 of the Internal Revenue Code:

10.2.4.1 Kings Rehabilitation Center

10.2.4.2 Lemoore Christian Aid

10.2.4.3 Navy Relief

10.2.5 Such payment shall be made on or before October 1 of each school year.

10.2.6 Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Section 10.2.3 above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of Sections 10.2.1 and 10.2.2 above. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before October 15 of each school year.

10.2.7 With respect to all sums deducted by the District pursuant to Sections 10.2.1 and 10.2.2 above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of Unit Members for whom such deductions have been made, categorizing them as to membership and non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

10.2.8 The Association agrees to furnish any information needed by the District to fulfill the provisions of Section 10.2 of this Article.

ARTICLE XI: ASSOCIATION RIGHTS

- 11.1 The Association and its members shall have the right to make use of school email, school equipment, buildings, and facilities at all reasonable hours for non-political issues and shall be entitled to all rights and privileges conferred by the "Act".
- 11.2 Names, addresses and telephone numbers of all classified personnel who have signed a release form shall be provided to the Association no later than October 1st of each year.
- 11.3 The Board shall provide the Association with the complete Board agenda, minutes of the previous meeting and all other documents containing public information affecting this Contract and which are to be considered by the Board in its meetings at least forty-eight (48) hours prior to any such Board meetings.
- 11.4 The District shall allow, without penalty, Unit Members to attend any Association-conducted meeting called for the purpose of considering ratification of a proposed collective bargaining agreement, not to exceed two two-hour meetings per contract ratification.
- 11.5 Association members shall be excused from school duties in order to attend Association-related conferences and/or trainings upon approval of the Association president, with five (5) days advanced notification to the principal and superintendent. Forty (40) hours total shall be allocated per year. Ten (10) hours may roll over to another year, but no years allocation can exceed fifty (50) hours. The number of Association members shall be limited to two (2) per site, not to exceed six (6) members District-wide. These hours are not to be used for negotiations.

ARTICLE XII: VACANCY, TRANSFER AND SENIORITY

12.1 Transfer

- 12.1.1 A “transfer” is any movement of a Unit Member with the same job title from one site to another on a permanent basis.
- 12.1.2 A “vacancy” is any unit position that is unfilled and the District chooses to fill.
- 12.1.3 A Unit Member may submit a request for transfer within the same class to the District at any time, whether or not a vacancy exists. A Unit Member may also submit a request for a transfer subsequent to the posting of a vacancy notice pursuant to the posting procedure of this Article.
- 12.1.4 If two (2) or more Unit Members apply for a vacancy, who possess equal qualifications as determined by the District, the Unit Member with the greatest seniority shall be given first consideration for the position.
- 12.1.5 Involuntary transfers generally shall be made for the following reasons: A decrease in the number of students which requires a decrease in the number of Unit Members, elimination of program(s), or school closings.
- 12.1.6 If a decrease in the number of students or the elimination of program(s) occurs, the District shall generally seek volunteers prior to making any involuntary transfer. If an involuntary transfer becomes necessary, generally the qualified Unit Member in the affected class with the least seniority shall be transferred.
- 12.1.7 The District may provide assistance in the moving of the Unit Member’s work-related material and equipment, if any, when a Unit Member is involuntarily transferred.

12.2 Notification of Transfer - Unit Members shall be given written notice not later than five (5) days prior to a transfer. Such notice shall specify the work site to which the Unit Member will be transferred.

12.3 Vacancies

- 12.3.1 The District management shall post, for at least five (5) days, in each bargaining unit work location, a list of all known bargaining unit vacancies.
 - 12.3.1.1 Posted vacancy shall not be permanently filled until five (5) calendar days after notice of the vacancy has been posted.
 - 12.3.1.2 The District shall, upon request by a Unit Member, notify that Unit Member during summer recess of any vacancies within their class, which may arise during the period. The Unit Member’s request must be in writing and must include a mailing address for the period.
- 12.3.2 If a Unit Member already has a transfer application on file, it is not necessary to make a further application within that class in order to be considered for other similar vacancies.
- 12.3.3 The District shall, upon written request of the Unit Member, provide, in writing, the reason(s) for the Unit Member not receiving the transfer.
- 12.3.4 Qualified Unit Member applicants shall receive first consideration in filling a vacancy.

12.4 Transfer Seniority

12.4.1 Seniority, for the purposes of this Article, and this article only, is defined as the Unit Member's initial date of paid service within the class specified:

12.4.1.1 Unit members with the same initial date of service shall have their seniority number determined by lot.

12.4.1.2 The lottery shall be conducted in the presence of at least two (2) Association representatives. Once the lottery is used to determine a Unit Member's seniority, within the class as defined in this Article, that seniority shall remain in effect for the Unit Member while employed in the District.

12.4.2 A Unit Member's seniority shall not be affected by being on paid leave or in lay-off status.

12.4.3 The person with the highest seniority shall be given first consideration when granting all transfers as provided herein.

ARTICLE XIII: LAYOFF AND REEMPLOYMENT

13.1 Layoff

- 13.1.1 The District reserves, retains, and is vested with the sole and exclusive right to lay off unit members for any reason allowed by law. In the exercise of this exclusive right, the District makes the sole determination as to the specific positions to be eliminated. The Association has retained the right to negotiate the effects of layoff on unit members

13.2 Notice

- 13.2.1 Unit members shall receive notice of layoff at least forty-five (45) calendar days prior to the effective date of the layoff, and shall be informed of their rights under this Article. Copies of said notices shall be sent to the Association.

13.3 Seniority for Layoff Purposes

- 13.3.1 For purposes of this Article XIII, seniority is established by the unit member's date of hire as a regular classified employee of the District. Except for reinstatement within thirty-nine (39) months, a break in employment and subsequent reemployment shall create a new hire date. In cases where unit members have equal seniority, the issue shall be resolved by lottery. The lottery shall be conducted in the presence of at least two (2) Association representatives. Once the lottery is used to determine a Unit Members seniority, within the class as defined, that seniority shall remain in effect for the Unit Member while employed in the District. Seniority, as determined by this paragraph, applies to all unit members in the same class even if the employee hours are different.

- 13.3.1.1 Prior to issuance of notices of layoff, a seniority list for each class of positions affected shall be prepared by the District. Copies of the seniority lists shall be sent to the Association.

13.4 Layoff Procedures

- 13.4.1 Layoff shall be made in inverse order of seniority in the class in which the layoff occurs. The order of layoff within the class shall be determined by the length of service within that specified class. The unit member who has been employed the shortest time shall be considered to have the least seniority, and therefore shall be laid off first. No regular unit member shall be laid off from any position while an employee serving under a substitute, provisional, emergency, or limited-term appointment is retained in a position in the same class, unless the regular unit member declines assignment to the temporary position.

13.5 Bumping Rights

- 13.5.1 A unit member laid off from his or her present class may bump into an equal or the next lowest class in which the unit member had prior standing as an employee provided that the unit member holds the appropriate degree/credentials as required by Education Code or Legal Reference:

- 13.5.1.1 Unit members may not bump into a lower class if a vacant position with like hours in the unit member's present class exists.

- 13.5.1.2 When a unit member exercises bumping rights under this Section, he/she shall bump the unit member with the least seniority assigned to like hours and like months within a class. When

there are no unit members assigned to like months to be bumped, the unit member shall bump the least senior unit member of like hours, regardless of the number of months assigned; i.e., a ten (10) month unit member could bump a less senior twelve (12) month unit member, and a twelve (12) month unit member could bump a less senior ten (10) month unit member.

13.6 Transfer/Reassignment

13.6.1 The District shall transfer and/or reassign a qualified unit member subject to layoff to a vacant position at an equal or lower salary level with the agreement of the unit member. Such transfers/reassignment made in order to avoid layoff shall supersede the provisions of Article XIII. If the transfer/reassignment is to a lower-paying class, it shall be considered as a voluntary demotion. The District shall determine qualifications for purposes of this Section.

13.7 Reduction of Hours

13.7.1 The District reserves the right to offer unit members the opportunity to reduce hours in lieu of layoff. Any such reduction of hours shall be voluntary on the part of the unit member.

13.7.2 Persons laid off because of lack of work or lack of funds are eligible to reemployment for a period of 39 months and shall be reemployed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional opportunities within the district during the period of 39 months.

13.7.3 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply.

13.7.4 As related to hours, Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation to hours, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority.

13.8 Reemployment

13.8.1 Unit members who have been laid off shall be placed on a reemployment list for the class (with similar hours 6 hours and up or 5 3/4 hours and below) from which they are being laid off. Placement on the reemployment list shall be in order of seniority. A reemployment list shall remain in force for a period of thirty-nine (39) months.

13.8.2 Any unit member who is laid off and is subsequently eligible for reemployment shall be notified of an opening within the class from which they were laid off. Such notice shall be sent by certified mail to the last address given the District by the unit member. A copy shall also be sent to the Local President by the District, which shall acquit the District of its notification responsibility.

13.8.3 A unit member shall mail, or otherwise notify, the District of his/her intent to accept or reject reemployment within five (5) business days (days that the District Office is open for business) following receipt of the reemployment offer notice. If the unit member accepts reemployment, the unit member must report to work in accordance with the District's offer, but in no event may the unit

member be required to report earlier than fifteen (15) working days following receipt of the reemployment notice. Failure to respond within the time frame of District notification shall be deemed a refusal of the reemployment offering.

13.8.4 A unit member who refuses two (2) offers of such reemployment provided that the positions are within similar hours (i.e., 6 hours and above or 5 3/4 hours and below, and which contain similar benefits to former positions) thereby forfeits all re-employment rights, and the unit member's name shall be removed from the reemployment list.

13.8.5 All sick leave accumulated prior to the effective date of the layoff shall be credited back to the employee's records upon re-employment with the District.

13.9 Negotiating Effects of Layoff

13.9.1 If CUCEA and the District are unable to fully resolve the issues that are presented concerning the effects of the layoffs and either party files a formal written request with the California State Conciliation Service requesting the assistance of State appointed mediator for the purposes of resolving the differences that have arisen concerning the effects of layoffs, then the parties agree to meet with the State paid-for and appointed mediator in an effort to resolve their differences. If after a reasonable period of time the mediator is unsuccessful in assisting the parties in resolving their disputes, then both CUCEA and the District will move to non-binding fact-finding. The results & recommendations of fact-finding will be presented to the School Board at a regular Board meeting or specially held meeting, and the Board will act to resolve and make a final decision concerning the effects of such layoff.

ARTICLE XIV: EVALUATION PROCEDURES

- 14.1 The District shall evaluate probationary employees at least once every six (6) months and permanent employees at least once per year. The probationary period for new employees or promoted employees shall be one year.
- 14.2 The evaluator shall be the Unit Member's immediate supervisor and/or any other management or supervisory employee who is so designated by District management.
- 14.3 The evaluation shall be in writing on forms authorized by the District.
- 14.4 Prior to the evaluation, the criteria and procedure for evaluation shall be explained to the Unit Member.
- 14.5 Subsequent to the evaluation, an evaluation conference shall be scheduled between the Unit Member and the evaluator; at the conference the evaluator will present the written evaluation and discuss the matter with the Unit Member. The Unit Member shall sign the evaluation signifying only that he/she has read the document, and has been provided the opportunity of attaching a written response, which shall become a part of the permanent record.
- 14.6 The content of the evaluation shall not be subject to the grievance procedure.

ARTICLE XV: HOURS OF EMPLOYMENT AND OVERTIME

- 15.1 Initial employment - Upon initial employment, each Unit Member shall receive a copy of the applicable job description, appropriate rate of compensation for the position, the work site, work shift, and the assigned hours of work.
- 15.2 Workday and Workweek (Effective April 13, 1998, thereafter)
- 15.2.1 The maximum number of hours of regular full-time employment of a Unit Member is eight (8) hours a day, exclusive of lunch, and forty (40) hours a week, consisting of five (5) days per week.
- 15.2.2 All hours in paid service shall count towards meeting the above workweek requirements.
- 15.3 Adjustment of Assigned Time - Ed Code §45136 and 45137 - Any part-time classified employee who works a minimum of thirty (30) minutes per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or longer shall have his/her basic assignment changed to reflect the longer hours, in order to acquire pro-rate fringe benefits.
- 15.4 Overtime Defined - Overtime is defined to include any District-authorized time required to be worked in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours in any calendar week.
- 15.4.1 Compensation for Overtime: A Unit Member who works authorized overtime shall be paid at a rate equal to one and one-half (1-1/2) times his/her regular rate of pay for the overtime worked.
- 15.4.2 Holiday Overtime: When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. When a Unit Member is required to work on any said holiday, he/she shall be paid compensation, or given compensatory time off, for such work, in addition to regular pay received for the holiday, at the rate of time and one-half (1-1/2) the regular rate of pay.
- 15.5 Hours of Employment and Overtime
- 15.5.1 All classified unit members shall annually submit their current daily work-hour schedule, including lunch periods, which shall remain in effect until such time as their supervisor approves a permanent change in the employee's schedule.
- 15.5.2 Custodians and Maintenance Personnel leaving the site to conduct District Business shall sign in and out according to the District's established procedure.
- 15.5.3 Classified employees, who are employed within the following categories, shall provide written documentation on a "Work Day Discrepancy Sheet" located at their assigned work site, any occasional variation of their daily work-time assignment and the reason for such variation in work hours:
- 15.5.3.1 Classified employees who work schedules when their supervisor is not present;
- 15.5.3.2 Classified employees who work split assignments, which would include the following: Different sites on different days; different sites on the same days; same-site, same-day with split time assignments.

- 15.6 Rest Periods: Employees shall be granted rest periods of fifteen (15) minutes near the middle of each four (4) hour work period. The time for the break shall be designated by the supervisors. Special shifts or special duties may modify actual practice, but not the basic intent of this rule.
- 15.7 Emergency Base Closure: In the event of base closure in which the District is not provided relief from the State Government for school and student attendance, the employees at the impacted school sites will be required to provide make up service for the extended school time as required from the base closure.
- 15.8 Emergency Situations: Nothing in this Agreement shall require the District to keep offices, schools, and administrative buildings open in the event of inclement weather, or when otherwise prevented by an act of God. When the schools are closed to students, due to above conditions, Unit Members will not suffer a loss of pay.
- 15.9 Lunch Periods
- 15.9.1 Employees shall be entitled to an uninterrupted lunch period of at least thirty (30) minutes scheduled at or near the midpoint of each full-time work shift. Work shifts of less than eight (8) but more than six (6) hours shall also be provided for a lunch break of at least thirty (30) minutes, exclusive of the work hours, to be scheduled as near as normal meal time as possible.
- 15.9.2 In the event that an employee was directed by his/her supervisor to work through or during the 30-minute duty free lunch period, and the employee was not given additional duty-free time off for lunch that day, if the additional work resulted in a total time in excess of eight (8) hours of paid work time, that time in excess of an eight hour paid day would represent overtime, as defined in section 15.5. The employee would have the option to either receive compensatory time off or pay based upon the appropriate rate of over-time pay.
- 15.10 Out of Class Compensation: In the event an employee is assigned by an administrator to work in a higher classification five (5) days or more within a 15-calendar day period, the salary shall be adjusted to the higher classification at the step, which would be closest to a five percent (5%) increase for the entire period worked out of classification.

ARTICLE XVI: SAFETY

- 16.1 Every Unit Member shall report unsafe working conditions to his/her immediate supervisor.
- 16.2 If, upon investigation, the District determines that an unsafe condition exists, the District shall correct the situation as soon as economically feasible.
- 16.3 Unit Members shall not be required to work under unsafe or hazardous conditions.

ARTICLE XVII: PERSONNEL FILES

- 17.1 The personnel file of each employee shall be maintained at the Superintendent's central administrative office. No adverse action of any kind shall be taken against an employee based upon materials which are not in the personnel file, except for serious statutory offenses in violation of the Ed. Code Sections 44010, 44011, 87011; Health Code Schedule I, II, III, in Sections 11054, 11055, 11056, 11363, 11364; and Penal Code Sections 187, 11357-11361 inclusive.
- 17.2 Employees shall be provided with copies of any derogatory written document at least ten (10) days before it is placed in the employee's personnel file. If the employee submits a written response, it shall be attached to the derogatory document in the personnel file.
- 17.3 An employee shall have the right at reasonable times to examine and/or obtain copies of any material from the employee's personnel file. Upon prior written authorization by the Unit Member, an Association representative may review the Unit Member's file or accompany the Unit Member in his/her review of the file.
- 17.4 All personnel files shall be kept in confidence and shall be available for inspections only to other supervisory employees when actually necessary in the proper administration of the Superintendent's affairs or the supervision of the employee.
- 17.5 Any person who places written material in an employee's file shall sign the material and signify the date on which such material was drafted.
- 17.6 Any written or oral complaint regarding an employee made by a parent, an employee or representative of the District (including members of the Governing Board) or other member of the public shall be reported to the employee by the administrator or supervisor receiving the complaint within ten (10) days, (as defined in Article 9.1.4) from the date the complaint is received. If the complaint is not reported to the employee, no further action and/or discipline (letter of reprimand, suspension, termination) will be taken on the complaint. For purposes of Sections 1 7.6 through 1 7.9, "parent or other member of the public" means a parent or guardian of a currently enrolled student.
- 17.7 Should the administrator or supervisor believe that the allegation(s) in the complaint be sufficiently serious to warrant a meeting, the administrator or supervisor shall schedule a meeting with the complainant and the employee.
- 17.8 If the matter is not resolved at the meeting to the satisfaction of the complainant, he/she shall file a written complaint. The employee will be furnished with a copy of the written complaint.
- 17.9 The employee may prepare a response to the written complaint. The response shall be attached to the written complaint, before the complaint is placed into the employee's personnel file.

ARTICLE XVIII: UNIT MEMBER RIGHTS

18.1 Right to organize and participate

Unit Members may have the right to organize, join and assist the Association in establishing, maintaining, protecting or improving conditions of service and the quality of their work environment.

18.2 Representation

Unit Members are entitled to representation by the Association on all matters of employer/employee relations.

ARTICLE XIX: HOLIDAYS

19.1 The District agrees to provide all regular employees in the bargaining unit the following paid holidays:

Labor Day

Columbus Day

Veterans' Day

Thanksgiving

Day after Thanksgiving

Christmas Day

New Year's Day

Martin Luther King Day

Washington's Birthday

Day after Easter

Memorial Day

July 4th (Twelve month employees only)

Total of twelve (12) paid holidays for twelve-month employees

Total of eleven (11) paid holidays for less than twelve-month employees.

19.2 Additional Holiday: Every day declared by the President or Governor of this state as a public fast, mourning, thanksgiving, or holiday, or any day declared a holiday by the governing boards under the Education Code Section 45203, or its successor shall be a paid holiday for all employees in the bargaining unit.

19.3 The bargaining unit will be consulted prior to adoption of the school calendar.

ARTICLE XX: SICK LEAVE

- 20.1 Unit Members shall be entitled to one day per full month of service with regular pay for each school year for purposes of personal illness or injury.
- 20.2 After all earned paid leave is exhausted; additional non-accumulated long-term leave shall be available for a period not to exceed five (5) school months. The amount deducted for leave purposes from the Unit Member's salary shall be the amount actually paid a substitute employee to fill the position during the leave. However, the designated cost of a substitute may be deducted, even if one is not obtained, if the employee has not given the District at least forty-eight (48) hours notice, or if a pattern of habitual absences is determined. Before such a deduction is made the employee must have written notification as to the amount of leave available.
- 20.3 If a Unit Member does not utilize the full amount of leave as authorized in 20.1 above in any school year, the amount not utilized shall be accumulated from year to year.
- 20.4 Sick leave for part-time employees shall be computed proportionately, in accordance with the Education Code.
- 20.5 The permanent Unit Member need not accrue the annual credit prior to taking such a leave.
- 20.6 The transfer of unused accumulated sick leave from a prior California school district shall be subject to the provisions of Education Code Section 45202.
- 20.7 The District shall provide each Unit Member, on an annual basis, with an accounting of the number of days of sick leave he/she has accumulated, plus the number of days to which the Unit Member is entitled for the current school year.
- 20.8 The District may require a physician's verification of illness if an employee has been on sick leave for three (3) or more consecutive days. When the District has reason to believe sick leave privileges are being abused, the District may request verification of absences of less than three (3) days (i.e., a pattern of Friday or Monday absences).

ARTICLE XXI: CATASTROPHIC SICK LEAVE (CSL)

21.1 “Catastrophic Illness” or “injury” means an illness or injury that is expected to incapacitate the employee for an extended period of time and creates a financial hardship for the employee because he/she has exhausted all of his/her available sick leave and/or accumulated vacation days.

21.2 Employees in probationary status are ineligible to participate in the Catastrophic Leave Program until obtaining permanent status. Upon obtaining permanent status, the employee will become eligible to participate in the Catastrophic Leave Program as specified below.

21.3 Donation

21.3.1 Permanent unit members on active duty with the District, are eligible to donate. Donors shall not reduce their accumulated sick leave to fewer than five (5) days.

21.3.2 Any unit member, upon written notice to the District, may donate accrued sick leave credits and/or vacation days to the Catastrophic Sick Leave Bank at a minimum of one day (for example, an eight (8) hour employee would need to donate eight (8) hours of leave; a three (3) hour employee would need to donate three (3) hours of leave, etc.) All transfers of eligible leave credits shall be irrevocable (See Attachment B).

21.3.3 The window period of employee donations to the Catastrophic Leave Program will be during the months of September and January. In the event that days (a day is defined to be eight (8) hours) in the Catastrophic Leave Program fall below six (6) days, a special window will be opened for contributions.

21.3.4 Potential donors covered by PERS are advised to consider the retirement implications of pledging/granting their unused sick leave credit for the Catastrophic Leave Program.

21.3.5 Unit members who have donated previously are automatically members of the Catastrophic Leave Program.

21.3.6 Pledges to the program will be dated, stamped, and drawn in order received. It is understood that those days transferred from a unit member are lost to said unit member whether said days are used or not used by the receiving unit member and cannot be transferred back to the contributing member.

21.3.7 All pledges shall remain confidential and be submitted on the appropriate form.

21.4 Unit members will have a sixty (60) calendar day waiting period after joining the program before becoming eligible to withdraw and use donated leave credit.

21.5 Catastrophic Leave Program shall operate as follows:

21.5.1 In order to be eligible to withdraw from the Catastrophic Leave Program, an employee must be a member of the Program. To be a member, an employee must pledge at least one (1) sick leave or vacation day to the Program. Pledges may be made at any time within the window period, as stated above.

21.5.2 Any unit member who is suffering from a catastrophic illness or injury may request donations of accrued vacation or sick leave credits under the Catastrophic Leave Program.

- 21.5.3 A unit member who receives paid leave pursuant to this program shall use any leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to this program.
- 21.5.4 Upon requesting donations under this program, the employee shall provide verification of the catastrophic illness or injury. Verification of the catastrophic illness or injury may be by means of a letter, dated and signed by the employee's physician, indicating the incapacitating nature and probable duration of the illness or injury. When the above verification has been made, the transfer of sick leave or vacation credits will be made per pay period as needed.
- 21.5.5 The amount of donated leave granted from the Catastrophic Leave Program Bank to an employee shall not exceed thirty (30) days per school year.
- 21.5.6 In the event, two (2) or more employees apply for donated leave on the same day, the qualified employee(s), will receive up to thirty (30) days donated leave, if available. If there is not enough leave in the Program Bank to provide thirty (30) days credit to the requesting employee(s), then the requesting employee(s) will be entitled to receive fifty percent (50%) of the available balance (or a smaller percentage if more than two employees apply on the same day). If the requesting employee receives less than thirty (30) days at the initial application, said employee(s) will be eligible to receive additional days up to the limit of thirty (30) days total for the year.
- 21.5.7 Catastrophic Sick Leave donated from the Bank to an employee in excess of that needed by the employee for the catastrophic illness/injury, shall be transferred back to the Catastrophic Sick Leave Bank.

ARTICLE XXII: PERSONAL NECESSITY LEAVE

- 22.1 Every Unit Member shall be entitled to use seven (7) days of his or her accumulated sick leave (only one of which may be a personal day) during each school year in case of personal necessity (EC 44981).
- 22.2 "Personal Necessity" means any business activity, which cannot be conducted before or after the school day. A Unit Member shall make his/her request on the Personal Necessity Leave form to the immediate supervisor at least three (3) days in advance of taking such leave. If an emergency makes such advance notification impossible, the form will then be completed after the Unit Member's return to work. (See Attachment A, Personal Necessity Leave Form.)
- 22.3 A Unit Member shall not be required to make an advance notice to use personal necessity leave in the following cases:
- 22.3.1 Death, grave illness, or severe injury of a member of his or her immediate family;
 - 22.3.2 Accident involving his or her person or property, or the person or property of a member of his or her immediate family.
- 22.4 In no case shall personal necessity leave be used for:
- 22.4.1 Extension of a school holiday;
 - 22.4.2 Extension of a unit member's vacation;
 - 22.4.3 Personal vacation, hobbies, minor or occasional occupation, recreation, sports event or accompanying immediate family on trips or excursions.
- 22.5 Recognizing Section 22.4 above, personal necessity leave shall be granted at the discretion of the site principal or his/her assistant principal. A copy of this form will be given to the Unit Member prior to his/her leaving the site; then the site administrator will confidentially send a copy to the Personnel Office. If the site administrator denies the leave, the Unit Member shall have the right of appeal to the superintendent. Discrepancies in decisions between administrators shall not result in the filing of a grievance by CUCEA or the Unit Member.
- 22.6 Personal Day Leave:
- 22.6.1 A Unit Member shall be entitled to one (1) day of personal day leave per year, non-cumulative, to be deducted from the Unit Member's sick leave.
 - 22.6.2 The Unit Member shall notify the site principal at least twenty-four (24) hours in advance of taking such leave.
 - 22.6.3 The number of Unit Members utilizing this leave provision shall be limited to one (1) Unit Member per school site, per day, except where a husband and wife work at the same school site. This leave shall only be taken on a day that students are in attendance.
 - 22.6.4 This leave cannot be used for the following:
 - 22.6.4.1 Political activity or demonstrations;

22.6.4.2 The first or last day of school.

ARTICLE XXIII: PARENTAL UNPAID LEAVE

- 23.1 The District, upon request, may grant unpaid leave of absence to a pregnant Unit Member prior to the beginning of the disability period of her pregnancy.
- 23.2 An unpaid leave of absence, up to one (1) year, may be granted to a Unit Member for the purpose of raising his/her natural or adopted child.

ARTICLE XXIV: BEREAVEMENT LEAVE

- 24.1 Unit Members shall be entitled to the use of up to five (5) days of fully paid leave of absence in the event of the death of any member of his/her immediate family, or up to seven (7) days of such leave if more than five hundred (500) miles of travel is required.
- 24.2 No charge shall be made against the employee's sick leave account for the use of this leave.
- 24.3 Unit members shall be entitled to use Bereavement Leave for the purpose of serving as a pall bearer. Utilization of such leave shall be as follows:
 - 24.3.1 One (1) day for service as a pall bearer, or two (2) days should the travel to the service equal more than five hundred miles.
 - 24.3.2 Verification of service as the pall bearer shall be required, and can be substantiated by providing the District with a service program in which the unit member is listed as a pall bearer.

ARTICLE XXV: JUDICIAL LEAVE

- 25.1 Unit Members will be provided leave for regularly called jury duty and to appear as a witness in court, other than as a litigant, for reasons not brought about through the connivance or misconduct of the Unit Member. The Unit Member shall submit a written request for an approved absence no less than five (5) days or upon receipt of summons prior to the beginning date of the leave or as a witness.
- 25.2 In the event that an the employee's work day is an afternoon shift (start time after 2:00 PM or thereafter) and the employee is required to serve jury duty or as a witness, the employee shall be relieved from work for the amount of time spent performing the civic duty.
- 25.3 The Unit Member, while serving jury duty, will receive pay in the amount of the difference between the Unit Member's regular earnings and any amount received for jury service, minus mileage fees received.

ARTICLE XXVI: INDUSTRIAL ACCIDENT LEAVE

- 26.1 An employee shall report an industrial illness or accident as soon as possible (normally within one working day).
- 26.2 Unit Members will be entitled to industrial accident leave according to the appropriate provision in Education Code (EC 45192) for personal injury only if the injury has qualified for worker's compensation under the provisions of the State Compensation Insurance Fund. Unit members hired after July 1, 2001, will be entitled to industrial accident leave after eighteen (18) months of continuous employment, according to the appropriate provision in Education Code Section 45192 for personal injury, only if the injury has qualified for worker's compensation under the provisions of the State Compensation Insurance Fund.
- 26.3 Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same industrial accident. Industrial accident leave shall be reduced one day for each day of authorized industrial accident leave.
- 26.4 An industrial accident or illness leave shall commence on the first date of absence.
- 26.5 Allowable industrial accident and illness leave shall not be accumulated from year to year.
- 26.6 An industrial accident or illness as used in this paragraph means any job-related injury or illness.
- 26.7 The District has the right to have the Unit Member examined by a physician designated by the District at District expense to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.
- 26.8 For any days of absence from duty as a result of the same industrial accident, the Unit Members shall endorse to the District any wage loss benefit check from the State Compensation Insurance Fund which would make the total compensation from both sources exceed 100 percent of the amount the Unit Member would have received as salary had there been no industrial accident or illness. If the Unit Member fails to endorse to the District any wage loss disability, indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the Unit Member's salary warrant, the amount of such disability indemnity actually paid to and retained by the Unit Member.
- 26.9 When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the employee's position, the employee shall, be placed on a reemployment list for a period of 39 months. When available, and when medically able to return, during this 39-month period, the employee shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.

ARTICLE XXVII: PERSONAL LEAVE WITHOUT PAY

27.1 The District may grant a Unit Member, upon request, an unpaid leave of absence for up to one (1) school year for personal reasons. Such leave may be extended upon request.

ARTICLE XXVIII: VACATION

28.1 Any employee whose compensation is fixed by the month, and is employed on a twelve (12) month basis, shall earn annual vacation based on time in paid status in accordance with the following schedule:

1-9 years 12 days per year

10-14 years 15 days per year

15-19 years 15 days per year plus one (1) additional day for each year of service

20 years 20 days per year.

28.2 Definitions for the purpose of Vacation Article

Day: Is the work-day (hour for hour) of an employee.

Example A: 3.75 hour aide's day = 1 day

Example B: 5.75 hour aide's day = 1 day

Month: As the proportion is based upon the number of months an employee is contracted, a month is defined as the total number of work days divided by 20 (average work days in a month).

Example A:
 $193 \text{ work days} / 20 = 9.65 \text{ months} = 10 \text{ months (rounded)}$

Example B:
 $181 \text{ work days} / 20 = 9.05 \text{ months} = 9 \text{ months (rounded)}$

Proportion: A ratio factor of the contracted months of an employee to determine the vacation which should be earned.

28.3 Hourly employees and all other employees who work less than twelve (12) months shall be entitled to a proportionate share of the vacation benefits outlined above, proportionate to the time in paid status. For all employees working less than a 12-month work cycle, the proportionate share of vacation is given through actual monetary compensation in the employee's payroll.

28.4 Consistent with Education Code 45197, earned vacation shall not become a vested right until completion of the initial six months of employment.

28.5 The following chart illustrates the calculation of vacation based upon the definitions contained within this article.

		12 month employee (days of vacation)	11 month employee (days of vacation)	10 month employee (days of vacation)	9 month employee (days of vacation)
Year	1-9	12	11	10.00	9
Year	10-14	15	13.75	12.50	11.25
Year	15-19	15	13.75	12.50	11.25
Year	16	16	14.66	13.33	12
Year	17	17	15.58	14.17	12.75
Year	18	18	16.50	15.00	13.5
Year	19	19	17.42	15.83	14.25
Year	20	20	18.33	16.67	15

28.6 Vacations shall be taken in accordance with a schedule prepared with, or by, the supervisor. Vacations may be taken as earned when this is convenient and meets with the approval of the school principal or immediate supervisor. (Example: Vacation time during Easter or Christmas holidays). This schedule will contain no more than five (5) days maximum in the employee's vacation balance from year to year (year ending July 31).

28.7 The District's fiscal year shall be used to determine the level of vacation credit. Upon initial employment, a unit member must complete a minimum of 75% of the initial service year based upon the number of days within the employee's class in order to advance the subsequent year for vacation credit advancement.

28.8 Twelve (12) month employees will be notified regarding the amount of accrued vacation time available for the fiscal year no later than September 1st.

28.9 Twelve (12) month employees will be required to turn in vacation requests/schedules for the coming year by September 30th. Vacation requests submitted by the September 30th date will be honored on the basis of seniority in the event that more than one employee requests the same vacation schedule. Should a vacation schedule, which was submitted during the September 1 through September 30 time frame, be in conflict with the schedule of a more senior employee, the employee will be given a two (2) week period to submit a revised vacation schedule.

28.10 After September 30th, the vacation schedule will be prepared by the District Office for each employee who did not submit a schedule. The prepared schedule will account for the five (5) days carryover of vacation days, with no more than five (5) days carryover in the employee's vacation balance from year to year.

28.11 During scheduled district closures (ex – winter break) the district will schedule no more than four (4) days of vacation for any employee, unless the employee is in need of taking additional vacation time per the District prepared vacation schedule.

28.12 Upon separation from the District, an employee shall be paid for his/her accumulated unused vacation credit at the rate of pay applicable to his/her last regular assignment.

28.13 If the separated employee has worked half or more of the District scheduled workdays in the month in which he/she terminates, he/she shall be entitled to vacation pay for that month. Less than half a month will not entitle an employee to additional vacation pay in that month.

- 28.14 Vacation carryover credit may be accumulated to a total not exceeding five (5) days, except upon recommendation by the supervisor.
- 28.15 The rate at which vacation is paid shall be the employee's current rate. An employee whose vacation is earned and begun under a given classification shall suffer no loss of earned credit by reason of a subsequent change in classification.
- 28.16 When vacation is to be converted to bereavement leave, the appropriate vacation credit shall be restored to the employee's earned vacation balance.

ARTICLE XXIX: SALARY SCHEDULES

** For the 2010-2011 school year, the salary formula outlined below and in Attachment G (section B through F) for Cost of Living Allowance (COLA) will be suspended. Only salary advancement for step during the 2010-2011 school year will occur. There will be no addition to the salary schedule based upon COLA formula for the 2010-2011 school year.

29.1 The following "decision formula" shall be utilized as the deciding factor in the determination of which subsequent Formula (A or B) shall be applied for the Cost of Living Allowance (COLA).

29.2 The salary schedule for classified employees covered by this contract shall be based on the formula and definitions stated below.

29.3 Definitions for Formulas (See also Attachment G)

29.3.1 The following definitions pertain to current language in the reported forms from the Federal and State Governments. The District and CUCEA agree that should formatting changes occur in numerical or descriptive terms, the groups shall meet to clarify and discuss the formula language.

29.3.2 As Specified in the Voucher for Impact Aid Section 8003 Payment from the Federal Department of Education: The following definitions apply to the foregoing formulas.

29.3.2.1 LOT %: The Learning Opportunity Threshold (*LOT*) is calculated by adding the percent of the Impact Aid students by the total enrollment and the percent of Impact Aid of the District's total budget.

29.3.2.2 LOT Percent Paid: Based on the Impact Aid allocation in the Federal Budget, the percent of LOT that is paid to the district.

29.3.2.3 Impact Aid Basic Support {8003b}: The amount of unrestricted Impact Aid received for the given year.

29.3.3 The following definitions pertain to the State of California Form K-12: Form for the Determination of the School District Revenue Limit.

29.3.3.1 State of California Revenue Limit {*line E-8*}: State Aid Subtotal.

29.3.3.2 Line "A": Ending Base Revenue per ADA from Prior Year

29.3.3.3 Line "B": Base Revenue Limit per ADA of Current Year {State}

29.3.3.4 Def: Revenue Limit Proration Factor.

29.3.4 Formulas

29.3.4.1 DECISION FORMULA

If “LOT %” x “LOT Percent Paid” is < 100% then Formula A shall be applied, else Formula B shall apply

29.3.4.2 FORMULA A

[((Line B x Def) – (Line A x Def))/(Line A x Def)] – [(1-(“LOT %” x “LOT % Paid”)) x (Impact Aid Basic Support {8003b}/(Impact Aid Basic Support {8003b} + State of California Revenue Limit {line E-8}))]

29.3.4.3 FORMULA B

((Line B x Def) – (Line A x Def))/(Line A x Def)

- 29.4 Salary schedule increases shall be the percentage equal to 86% of the amount calculated through either Formula A or Formula B from above.
- 29.5 In the event of a zero or negative number, salary schedules shall not be reduced.
- 29.6 The District will fund the difference between Formula A and B should the District receive 100% of LOT percent Paid x LOT percent, for funds received during the intended school year and term of the contract as specified in Article I: Agreement. Funds will be retroactively dispersed and appropriate salary schedules adjusted to reflect the changes.
- 29.7 Current classified salary schedule information may be obtained by visiting the District’s website located at:
www.central.k12.ca.us/district/human_resources
- 29.8 The 2010-11 Salary schedule for reference is included in Attachment F.
- 29.9 Upon initial employment and salary schedule placement, a unit member must complete a minimum of 75% of the initial service year based upon the number of days within the employee’s class during the fiscal year of initial employment in order to advance to the next salary step placement for the subsequent fiscal year.

ATTACHMENT A:

**Central Union Elementary School District
Classified PERSONAL NECESSITY/PERSONAL DAY/UNPAID SHORT TERM LEAVE**

To: Principal/Supervisor
From: _____
Date: _____

- Personal Necessity Leave must be approved three (3) working days in advance except in emergencies.
- Personal Day Leave must be approved twenty-four (24) hours in advance.

I request absence from work on _____.

I was absence from work on _____ due to an emergency.

Please check the appropriate box below.

- Personal Necessity:** Any business activity which cannot be conducted before or after the school day. I certify with my signature that this activity (1) cannot be conducted before or after the school day, (2) is not being used for the extension of a school holiday or vacation, (3) is not being used for personal vacation, hobbies, minor or occasional occupation, recreation, sports event or accompanying immediate family on trips or excursions and (4) is in accordance with Article XXII.

Employee's signature

- Personal Day Leave:** One day which is deducted from the employee's personal necessity leave. This leave cannot be used for the following: (1) political activity or demonstrations and (2) the first or last day of school.

Employee's signature

- Unpaid Short Term Leave Up to 5 Days:** I understand my salary will be deducted for hours absent at the daily rate of my salary. If I am enrolled in PERS this will effect my PERS service credit.

Employee's signature

Office Use Only

<u>Request:</u>	Acknowledged	Approved	Disapproved
-----------------	--------------	----------	-------------

Principal/Supervisor

Distribution: Employee (*white*);
Principal/Supervisor (*yellow*);
District Office (*pink*)

ATTACHMENT B:

CATASTROPHIC SICK LEAVE DAYS/VACATION TRANSFERS

- A. If a unit member desires to contribute on a voluntary basis, a certain number of sick leave or vacation days (12 month employees only) toward another unit member's need for additional sick leave because of a long-term catastrophic sickness or accident, s/he may do so at his or her election.
- B. The unit member making the contribution shall fill out the proper form directing the district personnel department to make such a transfer and shall deliver said form to the personnel department. The district will then transfer said number of days authorized to the unit member in need.
- C. Said contribution shall be only for a member who has used up his/her previously earned sick leave/and vacation days and no longer has sick leave days or vacation days available to him/her. However, the district shall incur no liability of any kind in such transaction and is responsible only for the transfer of the sick leave day(s)/and vacation days from one unit member to another unit member.
- D. It is understood that those days transferred from a unit member are lost to said unit member whether said days are used or not used by the receiving unit member and can in no circumstances be transferred back to the contributing member.

I hereby request the transfer of _____ sick leave day's _____ vacation days from my accumulated sick leave days/vacation days to the catastrophic bank.

Date _____
Signature _____

ATTACHMENT C

PERSONNEL FILE AUTHORIZATION FORM

Central Union School District may release my personnel files for review by my representative named below.

Name of Representative

Name of Central Union School District Employee

Signature

Date

ATTACHMENT D

COMPLAINTS AGAINST EMPLOYEES

- A. Current information regarding complaints against employees may be obtained by visiting the District's website located at:

http://www.central.k12.ca.us/district/board_policies/BP%201000/1000.html

- B. Members will not be able to grieve this Appendix as it is governed by Board Policy, Administrative Regulations, State, and Federal guidelines and is outside of the scope of bargaining.

ATTACHMENT E

COMPENSATION ADJUSTMENTS

The District and CUCEA have entered into the following agreement as pertaining to salary for specific classes within the bargaining unit. These arrangements are made to align certain classes equitably across the salary schedule. In addition, recent salary study information from CSEA demonstrated specific classes, which may not be considered competitive in the job market for the work performed. The District will continue to analyze the status of salary comparison in order to maintain standing with other comparison Districts.

Library Clerks

Presently, two library clerk positions are compensated at a salary step which is not listed in the negotiated seven step salary schedule. In order to align these positions with the salary scheduled the District and CUCEA have agreed to a funding calculation which will occur over the next three years in order to align these positions to the negotiated compensation range.

During the 2007-08 school year, these two positions will receive 100% of the negotiated COLA. During the 2008-09 school year and for the next three years (through the 2010-11 school year), these positions will receive 50% of the negotiated COLA. Beginning with the 2011-12 school year, the two positions will at that point receive compensation at the appropriate salary step on the salary schedule, and will no longer be compensated above the other positions in the class.

ATTACHMENT F:



**Classified Salary Schedule (For reference only)
2010-11**

Current classified salary schedule information may be obtained by visiting the District's website located at:

www.central.k12.ca.us/district/human_resources

	1	2	3	4	5	6	7	
Maintenance & Operation								
Maintenance Technician	\$33,721.20	\$35,412.48	\$37,041.12	\$38,753.28	\$40,423.68	\$42,094.08	\$43,785.36	Annual
261 days/8 hours	\$2,810.10	\$2,951.04	\$3,086.76	\$3,229.44	\$3,368.64	\$3,507.84	\$3,648.78	12thly
	\$129.20	\$135.68	\$141.92	\$148.48	\$154.88	\$161.28	\$167.76	Daily
	\$16.15	\$16.96	\$17.74	\$18.56	\$19.36	\$20.16	\$20.97	Hourly
District Delivery Driver	\$33,199.20	\$34,890.48	\$36,519.12	\$38,231.28	\$39,901.68	\$41,572.08	\$43,263.36	Annual
261 days/8 hours	\$2,766.60	\$2,907.54	\$3,043.26	\$3,185.94	\$3,325.14	\$3,464.34	\$3,605.28	12thly
	\$127.20	\$133.68	\$139.92	\$146.48	\$152.88	\$159.28	\$165.76	Daily
	\$15.90	\$16.71	\$17.49	\$18.31	\$19.11	\$19.91	\$20.72	Hourly
Head Custodian	\$33,199.20	\$34,890.48	\$36,519.12	\$38,231.28	\$39,901.68	\$41,572.08	\$43,263.36	Annual
261 days/8 hours	\$2,766.60	\$2,907.54	\$3,043.26	\$3,185.94	\$3,325.14	\$3,464.34	\$3,605.28	12thly
	\$127.20	\$133.68	\$139.92	\$146.48	\$152.88	\$159.28	\$165.76	Daily
	\$15.90	\$16.71	\$17.49	\$18.31	\$19.11	\$19.91	\$20.72	Hourly
Custodian/Gardener	\$31,716.72	\$33,449.76	\$35,099.28	\$36,811.44	\$38,502.72	\$40,214.88	\$41,885.28	Annual
261 days/8 hours	\$2,643.06	\$2,787.48	\$2,924.94	\$3,067.62	\$3,208.56	\$3,351.24	\$3,490.44	12thly
	\$121.52	\$128.16	\$134.48	\$141.04	\$147.52	\$154.08	\$160.48	Daily
	\$15.19	\$16.02	\$16.81	\$17.63	\$18.44	\$19.26	\$20.06	Hourly
Clerical								
District Clerk/Bilingual Clerk	\$28,501.20	\$29,837.52	\$31,173.84	\$32,510.16	\$33,846.48	\$35,203.68	\$36,519.12	Annual
261 days/8 hours	\$2,375.10	\$2,486.46	\$2,597.82	\$2,709.18	\$2,820.54	\$2,933.64	\$3,043.26	12thly
	\$109.20	\$114.32	\$119.44	\$124.56	\$129.68	\$134.88	\$139.92	Daily
	\$13.65	\$14.29	\$14.93	\$15.57	\$16.21	\$16.86	\$17.49	Hourly
Business Secretary	\$38,878.56	\$40,569.84	\$42,240.24	\$43,952.40	\$45,560.16	\$47,293.20	\$48,942.72	Annual
261 days/8 hours	\$3,239.88	\$3,380.82	\$3,520.02	\$3,662.70	\$3,796.68	\$3,941.10	\$4,078.56	12thly
	\$148.96	\$155.44	\$161.84	\$168.40	\$174.56	\$181.20	\$187.52	Daily
	\$18.62	\$19.43	\$20.23	\$21.05	\$21.82	\$22.65	\$23.44	Hourly
Payroll Technician	\$44,370.00	\$46,040.40	\$47,710.80	\$49,402.08	\$51,072.48	\$52,742.88	\$54,413.28	Annual
261 days/8 hours	\$3,697.50	\$3,836.70	\$3,975.90	\$4,116.84	\$4,256.04	\$4,395.24	\$4,534.44	12thly
	\$170.00	\$176.40	\$182.80	\$189.28	\$195.68	\$202.08	\$208.48	Daily
	\$21.25	\$22.05	\$22.85	\$23.66	\$24.46	\$25.26	\$26.06	Hourly
Account Clerk I	\$32,990.40	\$34,598.16	\$36,205.92	\$37,855.44	\$39,442.32	\$41,091.84	\$42,699.60	Annual
261 days/8 hours	\$2,749.20	\$2,883.18	\$3,017.16	\$3,154.62	\$3,286.86	\$3,424.32	\$3,558.30	12thly
	\$126.40	\$132.56	\$138.72	\$145.04	\$151.12	\$157.44	\$163.60	Daily
	\$15.80	\$16.57	\$17.34	\$18.13	\$18.89	\$19.68	\$20.45	Hourly
Account Clerk II	\$34,702.56	\$36,393.84	\$38,064.24	\$39,776.40	\$41,384.16	\$43,117.20	\$44,766.72	Annual
261 days/8 hours	\$2,891.88	\$3,032.82	\$3,172.02	\$3,314.70	\$3,448.68	\$3,593.10	\$3,730.56	12thly
	\$132.96	\$139.44	\$145.84	\$152.40	\$158.56	\$165.20	\$171.52	Daily
	\$16.62	\$17.43	\$18.23	\$19.05	\$19.82	\$20.65	\$21.44	Hourly

Technology								
Local Area Network Technician 261 days/8 hours	\$40,883.04	\$42,783.12	\$44,683.20	\$46,604.16	\$48,504.24	\$50,404.32	\$52,325.28	Annual
	\$3,406.92	\$3,565.26	\$3,723.60	\$3,883.68	\$4,042.02	\$4,200.36	\$4,360.44	12thly
	\$156.64	\$163.92	\$171.20	\$178.56	\$185.84	\$193.12	\$200.48	Daily
	\$19.58	\$20.49	\$21.40	\$22.32	\$23.23	\$24.14	\$25.06	Hourly
Computer Repair Technician 261 days/8 hours	\$33,199.20	\$34,890.48	\$36,519.12	\$38,231.28	\$39,901.68	\$41,572.08	\$43,263.36	Annual
	\$2,766.60	\$2,907.54	\$3,043.26	\$3,185.94	\$3,325.14	\$3,464.34	\$3,605.28	12thly
	\$127.20	\$133.68	\$139.92	\$146.48	\$152.88	\$159.28	\$165.76	Daily
	\$15.90	\$16.71	\$17.49	\$18.31	\$19.11	\$19.91	\$20.72	Hourly
Data Specialist Technician 261 days/8 hours	\$33,199.20	\$34,890.48	\$36,519.12	\$38,231.28	\$39,901.68	\$41,572.08	\$43,263.36	Annual
	\$2,766.60	\$2,907.54	\$3,043.26	\$3,185.94	\$3,325.14	\$3,464.34	\$3,605.28	12thly
	\$127.20	\$133.68	\$139.92	\$146.48	\$152.88	\$159.28	\$165.76	Daily
	\$15.90	\$16.71	\$17.49	\$18.31	\$19.11	\$19.91	\$20.72	Hourly

All Monthly Salaries For Positions Listed Below will vary based on Vacation Earned

	1	2	3	4	5	6	7	
Cafeteria								
Site Head Cook	\$112.16	\$117.12	\$121.92	\$126.80	\$131.52	\$136.16	\$141.12	Daily
	\$14.02	\$14.64	\$15.24	\$15.85	\$16.44	\$17.02	\$17.64	Hourly
Cafeteria Assistant	\$92.64	\$96.80	\$100.80	\$105.04	\$109.04	\$113.04	\$117.20	Daily
	\$11.58	\$12.10	\$12.60	\$13.13	\$13.63	\$14.13	\$14.65	Hourly
Clerical								
School Clerk/Typist	\$109.20	\$114.32	\$119.44	\$124.56	\$129.68	\$134.88	\$139.92	Daily
	\$13.65	\$14.29	\$14.93	\$15.57	\$16.21	\$16.86	\$17.49	Hourly
School Secretary	\$132.96	\$139.44	\$145.84	\$152.40	\$158.56	\$165.20	\$171.52	Daily
	\$16.62	\$17.43	\$18.23	\$19.05	\$19.82	\$20.65	\$21.44	Hourly
Library Clerk	\$109.20	\$114.32	\$119.44	\$124.56	\$129.68	\$134.88	\$139.92	Daily
	\$13.65	\$14.29	\$14.93	\$15.57	\$16.21	\$16.86	\$17.49	Hourly
Technology								
Technology Support Spec.	\$109.20	\$114.32	\$119.44	\$124.56	\$129.68	\$134.88	\$139.92	Daily
	\$13.65	\$14.29	\$14.93	\$15.57	\$16.21	\$16.86	\$17.49	Hourly
Health								
Health Aide II	\$109.20	\$113.60	\$119.44	\$124.56	\$129.68	\$134.88	\$139.92	Daily
	\$13.65	\$14.20	\$14.93	\$15.57	\$16.21	\$16.86	\$17.49	Hourly
Hourly Employees								
Hourly Aides (Instructional)	\$12.59	\$12.95	\$13.33	\$13.72	\$14.11	\$14.56	\$14.96	Hourly
Migrant Clerk	\$13.16	\$13.57	\$13.98	\$14.40	\$14.86	\$15.30	\$15.72	Hourly
Cafeteria Clerk	\$12.74	\$13.10	\$13.50	\$13.89	\$14.31	\$14.73	\$15.19	Hourly
Health Aide I	\$13.10	\$13.50	\$13.90	\$14.32	\$14.73	\$15.20	\$15.66	Hourly
Cafeteria Helper	\$11.98	\$12.32	\$12.67	\$13.06	\$13.46	\$13.85	\$14.29	Hourly
Community Liaison	\$12.34	\$12.70	\$13.08	\$13.47	\$13.86	\$14.31	\$14.71	Hourly
Specialty Instructional Aide	\$12.84	\$13.20	\$13.58	\$13.97	\$14.36	\$14.81	\$15.21	Hourly
Yard Supervisor	\$8.00	\$8.25	\$8.50	\$8.75	\$9.00	\$9.25	\$9.50	Hourly
Preschool Instructional Aide	\$12.84	\$13.20	\$13.58	\$13.97	\$14.36	\$14.81	\$15.21	Hourly

ATTACHMENT G:

**** For the 2010-2011 school year, the salary formula outlined in section B through F below for Cost of Living Allowance (COLA) will be suspended. Only salary advancement for step during the 2010-2011 school year will occur. There will be no addition to the salary schedule based upon COLA formula for the 2010-2011 school year. *****

Proposal to Apply an Impact Aid Factor to the Established COLA Formula

- A. Concept: applying a factor to the annual cost of living increase adjustment to salaries based on Impact Aid activity.
- B. Situation: Impact Aid is received by Central Union School District because of land within the District is under the control of the Federal Government and that land does not generate property taxes for the District. Like most of the funding received by the District, Impact Aid is subject to the whims of political pressures and finances and the student numbers generating that funding. Impact Aid is also very material in it supplies 25% of the District's total funding and 37% of the unrestricted funding.

If certain conditions occur, it is very conceivable the District's Impact Aid receipts would materially decrease even though other unrestricted funding might increase. A major concern of the Impact Aid community is the reassignment of military personnel from outside the United States to bases and posts within the United States. The funding for the expected 40,000 students would switch from the Department of the Defense (DoD) to the Department of Education's (DoE) Impact Aid program. The current education funding for these students is not expected to follow from the DoD to the DoE. This would cause a major decrease to all Impact Aid Districts in the Country. Another distinct possibility to the District is the addition of non-Impact Aid homes built within the District boundaries. The City of Lemoore recently expanded their sphere of influence in their long range planning to move the current boundary from Iona Avenue to Idaho Avenue. It has been confirmed from more than one source of the possibility of a major expansion of the Stratford community. Because of the formula generating Impact Aid, the addition of non-Impact Aid students to the District would mean a decrease of Impact Aid funding to the District, even if the Impact Aid student counts remain constant.

C. Proposed Formula:

If "LOT %" X "LOT Percent Paid" is <100%,

$(1 - (\text{"LOT\%"} \times \text{"LOT Percent Paid"})) \times$

$(\text{Impact Aid Basic Support } \{8003b\} / (\text{Impact Aid Basic Support } \{8003b\} + \text{State of California Revenue Limit State Aid Subtotal})) =$

Impact Aid Cost Of Living Adjustment

D. Definitions:

LOT %: (2.a. on attachment 1) the LOT is called the Learning Opportunity Threshold and is calculated by adding the percent of the Impact Aid students by the total enrollment and the percent of Impact Aid of the District's total budget. The District's percent has been over 100% since the current funding formula was instituted. The maximum a district can receive is 100%.

See the U.S. Department of Education "Voucher for Impact Aid Section 8003 Payments" attached. On the right side about a third of the way down on the page is a box which gives the Learning Opportunity Threshold (LOT)

calculation. The percent of Impact Aid to total receipts (TCE%) for this particular year is 31.06%. The percent of Impact Aid students to total enrollment for this particular year (Membership %) is 70.10%. The total of the two numbers is 101.16, but as stated, the maximum can only be 100%.

LOT Percent Paid: (2.b. on attachment 1) Based on the Impact Aid allocation in the Federal Budget, the percent of LOT paid to a district. On the example provided, the LOT Percent Paid is 90.0%. A LOT Percent Paid over 100% would allow a district with a LOT % under 100% to receive 100% of their eligibility. In a case with a percent of 148.2550, a district with a LOT % down to 67.451% would be able to receive 100% of their allocation (148.2550% X 67.451%).

Impact Aid Basic Support {8003b}: (2.c. on attachment 1) The amount of unrestricted Impact Aid received for the year. On the attached voucher the amount is \$4,742,047.80. The other possible amounts on the form are designated for Special Education and Construction and must be used for that purpose.

State of California Revenue Limit State Aid Subtotal: (3.a. on attachment 2) The amount on the revenue limit calculation form derived from student enrollment. Amounts after this line are for specific uses – intervention hours.

E. Explanation of formula:

If “LOT %” X “LOT Percent Paid” is <100%, - The only time this factor would be relevant would be if the multiplication of the two percents is less than 100%. If the product is over 100%, the District would still receive 100% of our allocation.

(1-(“LOT%” X “LOT Percent Paid”)) – This portion of the formula calculates the percent of the decrease. For instance, if the product of the two percents is 90%, the shortage is 10%.

((Impact Aid Basic Support {8003b}) / (Impact Aid Basic Support {8003b} + State of California Revenue Limit State Aid Subtotal)) – This portion of the formula calculates the percent of the unrestricted Impact Aid revenues against the total unrestricted revenues of Impact Aid and Revenue Limit. Since Impact Aid is only a portion of the unrestricted revenues the District receives, the percent generated in the section above should not be used individually.

F. Examples of the Impact Aid Adjustment Formula:

Attachment 3 gives eight examples of the formula. Columns one and two show no adjustment is needed as the product is over 100% and the District would receive 100% of the allocation. Column three gives the shortage percent as .25% and in this example the Impact Aid unrestricted percent is 34.35, which would yield an adjustment of .09% to the regularly generated COLA. Columns four through eight show what the different combinations of the “LOT %” and the “LOT Percent Paid” will do to the COLA adjustment.

U.S. DEPARTMENT OF EDUCATION OFFICE OF ELEMENTARY AND SECONDARY EDUCATION IMPACT AID PROGRAM WASHINGTON, D.C. 20202-6244 VOUCHER FOR IMPACT AID SECTION 8003 PAYMENTS (TITLE VIII of the Elementary and Secondary Education Act)		Voucher Numbers 112386 2007-1	Fiscal Year 2007	Date 11/26/2006				
		Total ADA 1,884.19	Total Membership 1,980	Application Number 14-CA-2007-0931				
		Local Contribution Rate \$4,200.00	Total Current Expenditures \$16,964,000.00					
Central Union School District Attention: Mr. Jack Boogaard P.O. Box 1339, NAS Lemoore, CA 93245-1339				Grantee DUNS Number: 01-247-0688				
				Payee DUNS Number: 01-247-0688				
				PR/Award#: SD41B-2007-0474				
				Pay Type: Initial				
				County Kings				
Negotiated Ratio	Attendance Rate = Prior-Year ADA / Prior-Year Membership 0.95161 = 1,905.13 / 2,002	LOT% = TCE% + Membership% 100.00% = 31.06% + 70.10%	2.a. 2.b.					
SECTION 8003(b) BASIC SUPPORT PAYMENT				LOT Percent Paid: 90.0000%				
Category	Membership	ADA	Weight	WSU	Max BSP	Full LOT	Prorated LOT	
(A) (i)	0	0.00	1.00	0.00	\$0.00	\$0.00	\$0.00	
(A) (ii)	0	0.00	1.00	0.00	\$0.00	\$0.00	\$0.00	
(B)	1,125	1,070.58	1.00	1,070.58	\$4,496,352.00	\$4,496,352.00	\$4,046,716.80	
(C)	134	127.52	1.25	159.40	\$669,480.00	\$669,480.00	\$602,532.00	
(D) (i)	129	122.76	0.20	24.55	\$103,110.00	\$103,110.00	\$92,799.00	
(D) (ii)	0	0.00	0.20	0.00	\$0.00	\$0.00	\$0.00	
(E)	0	0.00	0.10	0.00	\$0.00	\$0.00	\$0.00	
(F)	1	0.00	0.05	0.00	\$0.00	\$0.00	\$0.00	
(G) (i)	60	0.00	0.05	0.00	\$0.00	\$0.00	\$0.00	
(G) (ii)	27	0.00	0.05	0.00	\$0.00	\$0.00	\$0.00	
8003(b) Total	1,476	1,320.84		1,254.51	\$5,268,942.00	\$5,268,942.00	\$4,742,047.80	
(A) (ii)	0	0.00	1.00	0.00			\$0.00	
(B)	114	108.48	1.00	108.48			\$97,832.00	
(C)	12	11.42	1.00	11.42			\$10,278.00	
(D) (i)	4	3.81	0.50	1.91			\$1,719.00	
(D) (ii)	0	0.00	0.50	0.00			\$0.00	
8003(d) Total	130			121.81	CWD Rate Paid: \$900.00/WSU		\$109,629.00	
8003(d) Maximum:							8003(d) Reduction	
8003(e) Hold Harmless								\$0.00
8003(b)(2) Heavily Impacted Local Educational Agency:								
8005(d)(2) Late Applicant 10% Payment Reduction								\$0.00
8007(a) Construction - Indian Lands								\$0.00
8007(a) Construction - Uniformed Services								\$0.00
Other(1)								\$0.00
Other(2)								\$0.00
Other(3)								\$0.00
Total Payments Summary								\$4,851,676.80
Prior Payments for this Fiscal Year								\$0.00
Overpayment								\$0.00
Amount Certified for Current Payment this Fiscal Year								\$4,851,676.80
Deductions for Prior Overpayments								\$0.00
Amount of Payment to Applicant								\$4,851,676.80

2006-07 FORM K-12

FORM FOR THE DETERMINATION OF THE 2006-07 SCHOOL DISTRICT REVENUE LIMIT
Reference: Sections 42238, et seq. of the Education Code

Report whole numbers and a two-place decimal value where a decimal is required

A. 2005-06 Base Revenue Limit per ADA from 2005-06 Annual, Form K-12, Line B, EDP 024

3.b. State EDP #
(A) 4,908.57 {025}

1. COLA Increase per ADA: prior year statewide average base revenue limit per ADA by type of school district increased by the 5.92% funded COLA. Enter the appropriate amount:

Elementary Districts:	\$295.00
High School Districts:	\$354.00
Unified Districts:	\$308.00

(A-1) 295.00 {019}

2. 2006-07 Equalization increase per ADA--Report zero unless Equalization Aid is funded.

(A-2) 69.09 3.c.

B. 2006-07 Base Revenue Limit per ADA. Sum of Lines A, A-1, and A-2.

(B) 5,272.66 {024}

C. 2006-07 Revenue Limit ADA

1. Categories of 2006-07 ADA

a. 2006-07 Regular Revenue Limit ADA from Schedule B, EDP 061.

1,828.63 (C-1a) {018}

b. 2006-07 Annual Nonpublic ADA (Schedule B, Line B-2a, EDP 051)

0.00 (C-1b) {031}

c. 2006-07 Annual Community Day School ADA (Schedule B, Line B-2b, EDP 013)

0.00 (C-1c) {013}

d. 2006-07 County Office P-2 Special Education ADA plus Annual Extended Year ADA credited to the district (Schedule B, Line B-2d, EDP 015)

13.12 (C-1d) {027}

e. 2006-07 County Community School ADA credited to the district (Schedule B, Line B-2e, EDP 053)

0.00 (C-1e) {032}

f. 2006-07 Annual County Office NPS and NPS/LCI ADA credited to the district (Schedule B, Line B-2f, EDP 026)

0.00 (C-1f) {026}

2. 2006-07 Total Revenue Limit ADA. Sum Lines C-1a through C-1f

(C-2) 1,841.75 {033}

D. 2006-07 Total Revenue Limit

1. Total Base Revenue Limit (multiply Line B by Line C-2; whole number)

(D-1) 9,710,922 {034}

2. Allowance for Necessary Small Elementary School(s) from Schedule(s) F-Elem, Line H, EDP 209.

(D-2) 0 {209}

Report whole numbers and a two-place decimal value where a decimal is required.

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		State EDP#
3. Allowance for Necessary Small High School(s) from Schedule(s) F-High, Line H, EDP 211.	(D-3) _____ 0	{211}
4. General Purpose Revenue Limit -- Total Base Revenue Limit plus Necessary Small School Allowance. Sum of Lines D-1 through D-3	(D-4) <u>9,710,922</u>	{213}
5. Gain or loss from Interdistrict Attendance Agreements for any district that would otherwise have a reduction of 25% or more in P.L. 81-874 Funds, E.C. 46607(b). If negative, report in brackets ().	(D-5) _____ 0	{045}
6. Adjustment for Meals for Needy Pupils (Schedule G, Line D, EDP370)	(D-6) _____ 0	{370}
7. Adjustment for Capistrano Unified and Chino Unified School Districts	(D-7) _____ 0	{998}
8. Adjustment for Live Oak and Soquel Elementary School Districts	(D-8) _____ 0	{081}
9. Adjustment for Alum Rock Elementary and Hot Springs Elementary School Districts	(D-9) _____ 0	{061}
10. Other 2006-07 Revenue Limit Adjustment Subject to Deficit (Report zero unless authorized by new legislation.)	(D-10) _____ 0	{062}
11. Adjustment for Beginning Teachers Salary Programs from Schedule BTS, Line C, EDP 670	(D-11) <u>13,386</u>	{670}
12. Class-Size Penalty Reduction, E.C. 41376 and 41378:		
a. ADA subject to K-8 class-size penalty from Form J-7 excess enrollment formulas.	_____ 0.00 (D-12a)	{028}
b. 2006-07 Base Revenue Limit per ADA (from Line B, EDP 024)	<u>5,272.66</u> (D-12b)	{083}
c. Class size penalty revenue limit reduction. Multiply Line D-12a by Line D-12b, and round to a whole number.	(D-12c) (_____ 0)	{084}
13. 2006-07 Revenue Limit Subtotal (Sum of Lines D-4 through D-12c)	(D-13) <u>9,724,308</u>	{082}
13a. 2006-07 Revenue Limit Proration Factor (i.e. 0.000% deficit)	(D-13a) <u>1.00000</u>	{086}
13b. Deficit 2006-07 Revenue Limit (Line D-13 times Line D-13a)	(D-13b) <u>9,724,308</u>	{065}
14. Unemployment Insurance Adjustment (E.C. 42241.7):		
a. 2006-07 unemployment insurance costs	_____ 6,315 (D-14a)	{956}
b. 1975-76 actual unemployment insurance costs (from 2005-06 Form K-12, EDP 958)	<u>3,566</u> (D-14b)	{958}
c. Revenue limit increase for unemployment insurance costs. Line D-14a minus Line D-14b. If negative, enter zero.	(D-14c) <u>2,749</u>	{960}

3. d.

Report whole numbers and a two-place decimal value where a decimal is required

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		State EDP#
15. Revenue limit decrease for failure to maintain statutory longer day and year instructional minute and day standards, E.C. 46200, 46201, and 46202.	(D-15) (_____)	0 {060}
16. Revenue limit decrease for excess ROC/P reserves (E.C. 52321). [Excess ROC/P reserves for County Superintendent of Schools Operated ROC/Ps are reported on Form R]	(D-16) (_____)	0 {160}
17. PERS Reduction from Schedule H, Line F, EDP 085	(D-17) (_____)	38,940 {085}
18. PERS Adjustment for School Safety Personnel (only for districts with special contracts with PERS) Schedule HS Report in () if negative.	(D-18) _____	0 {089}
18.5 Other 2006-07 Revenue Limit Adjustment Exempt from Deficit (Report zero unless authorized by new legislation)	(D-18.5) _____	0
19. 2006-07 Total Revenue Limit. Sum of Lines D-13b through D-18.5	(D-19) _____	9,688,117 {088}
20. Local Income Share of the Revenue Limit:		
a. Local school district taxes from Form J-29B reported by the County Auditor and County Superintendent of Schools, E.C. 42238(h).	_____	232,047 (D-20a) {117}
b. Miscellaneous Funds: Fifty percent of the amount reported on Form J-29 1 by the County Superintendent of Schools, E.C. 42238(h), 41603 and 41604.	_____	0 (D-20b) {118}
c. Community Redevelopment Funds, E.C. 42238(h)(7).	_____	0 (D-20c) {125}
d. Payments made to Charter School(s) in lieu of property taxes*. (Worksheets CH/BG, CH/BG/UR, CH/BG/UNR and CH/BG/COE)	(_____)	0 (D-20d) {124}
e. Total Local Income Share of the Revenue Limit. Sum Lines D-20a through D-20d. Caution: This involves the addition of a negative number in Line D-20d.	(D-20e) _____	232,047 {126}
21. For unified districts only: For each school that converted to charter status on or after July 1, 2005, calculate (1) the amount of expenditures per ADA from unrestricted sources in the year prior to conversion and increased since then by the district's increase in base revenue limit from COLA, deficit reduction and/or equalization aid, times (2) the 2006-07 ADA of district residents attending the conversion school. Report the sum of the products for all such schools.	(D-21) _____	0 {123}
22. State Aid Portion of the Revenue Limit (First calculation). Line D-19 minus Line D-20e minus Line D-21. If negative, enter zero.	(D-22) _____	9,456,070 {111}

* The amount to be reported on Line D-20d is based on the average property taxes per ADA or the charter school's block grant per ADA, whichever is less, summed for each block grant funded charter school. Based on the property taxes reported in EDP 117 above and the total District and Charter School ADA 1,841.75 (from Schedule B, sum of EDP 080, 051, 013, 015, 053, 026, and 098 plus Form K-12, EDP 095), the average property taxes per ADA is \$125.99. If this amount is less than the per-ADA block grant for all of the district's charter schools, the amount to report in Line D-20d (EDP 124) is \$0.

Report whole numbers and a two-place decimal value where a decimal is required

23. Revenue Limit transfer to the County Superintendent of Schools for county-educated Special Day Class (SDC) ADA.		
a. 2006-07 General Purpose Revenue Limit (Same as Line D-4, EDP 213)	<u>9,710,922</u>	(D-23a) {091}
b. Revenue Limit per ADA		
(1) Total revenue limit ADA from Line C-2, EDP 033 of this form (report to two decimals)	<u>1,841.75</u>	(D-23b1) {093}
(2) Necessary Small School Allowance ADA from Schedule(s) F-Elem, Line D, EDP 109 for all small elementary schools, and Schedule(s) F-High, Line D, EDP 208 for all small high schools.	<u>0.00</u>	(D-23b2) {095}
(3) Total Revenue Limit ADA. Sum of Lines D-23b1 and D-23b2; report to two decimals	<u>1,841.75</u>	(D-23b3) {097}
(4) Base Revenue Limit per ADA. Divide Line D-23a by Line D-23b3. Round to two decimal places.	<u>5,272.66</u>	(D-23b4) {101}
c. Exclusion of Reform Add-On		
(1) Prior-years Reform Add-on per ADA (2005-06 Form K-12, EDP 107)	<u>188.29</u>	(D-23c1) {103}
(2) 2006-07 COLA increase (i.e. 5.92% COLA)	<u>1,059.2</u>	(D-23c2) {105}
(3) 2006-07 Reform Add-on per ADA (Line D-23c1 times Line D-23c2; round to two decimal places)	<u>199.44</u>	(D-23c3) {107}
d. 2006-07 Revenue limit per ADA for Special Education ADA		
(1) Line D-23b4 minus Line D-23c3	<u>5,073.22</u>	(D-23d1) {115}
(2) Deficit Revenue limit per ADA (Line D-23d1 times Line D-13a; report to 2 decimals)	<u>5,073.22</u>	(D-23d2) {320}
e. 2006-07 Revenue Limit transferred to the County Superintendent of Schools for county-educated SDC ADA (Line D-23d2 times Line C-1d; round to a whole number)	(D-23e) (<u>66,561</u>)	{121}
24. Revenue Limit transfer to the County Superintendent of Schools for county educated Community School ADA, E.C. 1982:		
a. 2006-07 Deficit Base Revenue Limit per ADA from Line B, EDP 024 of this form times Line D-13a (report to 2 decimals)	<u>5,272.66</u>	(D-24a) {309}
b. County Community School ADA from Line C-1e, EDP 032.	<u>0.00</u>	(D-24b) {305}
c. Revenue limit transferred to the County Superintendent of Schools for county educated Community School ADA (Line D-24a times Line D-24b; round to a whole number)	(D-24c) (<u>0</u>)	{310}

Report whole numbers and a two-place decimal value where a decimal is required.

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State
EDP#

25. County NPS and NPS/LCI Transfer		
a. 2006-07 Deficited Revenue Limit per ADA for Special Education ADA (Line D-23d2, EDP 320)	<u>5,073.22</u>	(D-25a) {304}
b. County NPS and NPS/LCI ADA (Line C-1f, EDP 026)	<u>0.00</u>	(D-25b) {306}
c. Amount transferred to County Office (Line D-25a times Line D-25b; round to whole number)	(D-25c) (<u> </u>)	{315}
26. State Aid Subtotal (Sum of Lines D-22, D-23e, D-24c, and D-25c) Caution: This calculation includes the addition of negative amounts from Line D-23e, D-24c, and D-25c. Per CDE, a negative amount is no longer zeroed out.	(D-26) <u>9,389,509</u>	{222}
E. Hourly Programs		
1. Capped Hourly Programs - Core Academic and Grade 2-6 "At Risk/Academic Deficiency" (Schedule D, Line C)	(E-1) <u>47,943</u>	
2. Uncapped Hourly Programs - Grade 7-12 High School Exit Exam, and/or for Grade 2-9 Retained/Notified of Retention (Schedule P, Line C)	(E-2) <u>21,864</u>	
F. Apprentice Program Allowance, E.C. 8152, and Budget Item 6110-103-0001. Multiply the lesser of actual hours of teaching time from CDE's Attendance software, Line D-4 or CDE approved clock hours of teaching time [0 hours] by \$4 86, and round to a whole number.	(F) <u> </u> 0	{087}
G. Community Day School Additional School District Funding, from Schedule Z, EDP 800	(G) <u> </u> 0	{800}
H. Basic Aid Districts only: Per E.C. Sections 42247.4(h), and 48209.11(c), 70% of the revenue limit of transferring school districts of residence multiplied by Court-ordered Voluntary Pupil Transfer ADA, and School District of Choice Interdistrict Attendance ADA reported by Basic Aid Districts.	(H) <u> </u> 0	{700}
I. Basic Aid Districts only: Per E.C. Section 47663, 70% of the base revenue limit of non-basic aid school district for ADA attending a charter school sponsored by a basic aid district.	(I) <u> </u> 0	{702}
J. State Aid Portion of the 2006-07 Revenue Limit -- Final calculation (Line D-26 plus Lines E-1 through I.) Note - this amount may be negative.	(J) <u>9,459,316</u>	{999}
K. 2006-07 Total Revenue Limit Income (Line J plus Local Revenues from Line D-20e)	(K) <u>9,691,363</u>	

EXAMPLES OF POTENTIAL IMPACT AID LOSS AND SALARY ADJUSTMENT

	1	2	3	4	5	6	7	8
A Learning Opportunity Threshold Percent	100.00%	98.00%	96.00%	100.00%	100.00%	96.00%	98.00%	99.00%
B LOT Percent Paid	110.00%	110.00%	105.00%	90.00%	96.00%	95.00%	100.00%	99.00%
C "A" X "B"	110.00%	104.90%	98.75%	90.00%	95.00%	90.25%	98.00%	98.01%
D District Impact Aid Loss: If "D" < 1	no loss	no loss	0.25%	10.00%	5.00%	9.75%	2.00%	1.99%
E Impact Aid Basic Support (80038)	4,706,911	4,706,911	4,665,144	4,206,220	4,471,506	4,247,987	4,612,773	4,813,243
F Deficient Revenue Limit (955)	8,974,543	8,974,543	8,974,543	8,974,543	8,974,543	8,974,543	8,574,543	8,974,343
G Total	13,681,554	13,681,554	13,639,707	13,210,853	13,446,208	13,222,630	13,587,416	13,587,586
H I/A as a percent of DRL: "H" / "G"	34.40%	34.40%	34.35%	32.07%	33.20%	32.13%	33.96%	33.55%
I District Impact Aid Loss as a percent of available income: "F" X "G"	no loss	no loss	0.03%	3.21%	1.05%	3.13%	0.68%	0.68%
J I/A Revenue with 100% LOT Paid	4,706,911	4,706,911	4,706,514	4,706,911	4,706,911	4,706,511	4,706,911	4,708,911
K I/A Revenue with Actual LOT Paid	4,695,144	4,695,144	4,685,144	4,230,220	4,471,565	4,247,387	4,612,773	4,813,243
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Ron Seaver, Superintendent Date

Scott Chennault, CUETA president Date