# AGREEMENT BETWEEN

# THE BOARD OF TRUSTEES OF THE SAUSALITO MARIN CITY SCHOOL DISTRICT

# **AND**

# THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION Chapter 394

**TERM** 

**JULY 1, 2016 – JUNE 30, 2019** 

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#### **PREAMBLE**

This Agreement is made and entered into this seventh day of July, 2013, by and between the Sausalito School District, hereinafter referred to as the District, and the California School Employees Association and its Golden Gate Chapter #394 or its successors, hereinafter referred to as CSEA, and shall continue in force from July 1, 2013 to June 30, 2016.

The purpose of this Agreement is to promote the improvement of personnel management and employer-employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment.

#### **ARTICLE I**

#### RECOGNITION

1. <u>Acknowledgement</u>: The District hereby acknowledges that CSEA is the exclusive bargaining representative for all classified employees holding those positions described in Appendix A, attached hereto and incorporated by reference as a part of this Agreement. All newly created positions, except those that lawfully certified, management, confidential, or supervisory shall be assigned to the bargaining unit. Disputed cases shall be submitted to the Public Employees Relations Board for resolution. The bargaining unit may be expanded to other classes by mutual agreement of the District and CSEA subject to the rules of the PERB.

The definition of management, confidential and supervisory employees shall be made by the District after consultation with the Association.

- 2. New Positions or Classes of Positions: All newly created positions or classes of positions, unless specifically exempted by law, shall be assigned to the bargaining unit if the job descriptions describe duties performed by employees in the bargaining unit or which, by the nature of the duties, should reasonably be assigned to the bargaining unit.
- 3. <u>Job Description Update:</u> The parties agree to update and revise all CSEA job descriptions by June 30<sup>th</sup>, 2012 (see Appendix A).

#### **ARTICLE II**

#### CHECK OFF AND ORGANIZATIONAL SECURITY

- 1. <u>Check Off</u>: CSEA shall have the right to have membership dues, initiation, and service fees deducted for employees in the bargaining unit by the District. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for said fees.
- 2. <u>Dues Deduction</u>: The District shall deduct in accordance with the CSEA dues and service fee schedule, dues from the wages of all employees who are or become members of CSEA on or after the date of the execution of this Agreement and who have submitted dues authorization forms to the District.

Employees in the bargaining unit who are not members of CSEA on the effective date of this Agreement and employees who hereafter come into the bargaining unit shall either within thirty (30) days of the date of the Agreement or their employment apply for membership and execute an authorization for dues deduction on a form provided by CSEA; or in the alternative, the District shall deduct from the salaries of such employees not applying for membership service fees as set forth in the CSEA service fee schedule. This section will not apply to any person employed prior to June 30, 1977 and who, by choice, was not at that time a member of CSEA.

In the event that any CSEA member revokes a dues authorization, the District shall deduct from the salary of such employee the service fees as set forth in the CSEA dues and service schedule.

- 3. Religious Objections: If an employee in the bargaining unit belongs to a recognized religious sect which does not permit its members to pay a representational fee to any employee organization, an amount equal to the representational fee which would have been paid will be deducted monthly from that employee's paycheck and deposited in a scholarship fund established by the District. If the District does not have a scholarship fund, the amount deducted will be deposited by the District with a recognized charitable organization designated by the employee, but in no event shall the charitable organization be a religious sect.
- 4. <u>Hold Harmless Clause</u>: CSEA shall indemnify and hold the District harmless from any and all claims, or suits, or any other action arising from the organizational security provisions contained herein.

#### **ARTICLE III**

#### **EVALUATION**

- 1. Purpose: The District and Union agree that the purpose of the employee performance evaluation is to give the employee both positive feedback and constructive criticism, and to advise the employee as to whether or not standards for the employee's job classification are being met.
- 2. No evaluation of any unit member shall be placed in a personnel file without the opportunity for discussion between the employee and the evaluator. The employee shall have the right to review and respond to any derogatory evaluation, and the employee's written comments shall be included in the personnel file attached to the evaluation.
  - a. A copy of the evaluation shall be given to and discussed with the employee prior to its placement in the employee's personnel file.

#### 3. Time Frame for Evaluation:

- a. Probationary employees shall be formally evaluated by the end of their 4<sup>th</sup> and 8<sup>th</sup> month of the probationary period. The probationary period shall be 9 calendar months of work /180 work days.
- b. Permanent employees shall be evaluated once every year according to the following criteria:
  - 1. A permanent employee who has received 2 consecutive satisfactory evaluations may then be evaluated on an every other year basis.
  - 2. If any employee needs improvement in any category of the evaluation, he/she shall receive a follow-up evaluation after 3 working months. This evaluation will determine if the employee has met the suggestions/recommendations for improvement.
- 4. Appendix F shall be used for all formal evaluations.
  - a. Any evaluation that indicates that the employee is not meeting standards in any category shall include specific recommendations for improvements and a plan to assist the employee as appropriate.
  - b. Evaluations shall be based on formal and informal observations by the site administrator of the employee's work, input from classroom teachers and/or input from other district administrators.

- c. The employee shall be rated in each of the performance factor areas with one of the following: 1) Unsatisfactory 2) Needs Improvement 3) Satisfactory 4) Exceeds Expectations
- d. The parties agree to mutually create a recognition plan to acknowledge where classified employees go above and beyond in the performance of their jobs.
- 6. The supervisor shall meet with the employee by the end of November to review the employee's evaluation. If an improvement plan is included in the evaluation, a follow up evaluation shall be completed by the end of May to review progress towards the plan.

#### **ARTICLE IV**

#### **DEFINITIONS**

- 1. "Class" is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.
- 2. "Class Description" is the description of the duties, responsibilities, minimum qualifications, hours per day and days per year, and authority of positions in a class.
- 3. "Classification" is the act of placing a position in a class and shall be construed to mean that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of duties required to be performed in each such position, and the regular monthly salary ranges for each such position.
- 4. "Notice": Whenever notice is required under this Agreement, and no form of notice is otherwise designated, notice to the District shall be by personal delivery to the Office of the Superintendent of written notice or First Class Mail notice to the Office of the Superintendent, and notice to CSEA shall be written notice personally delivered to the President of the local chapter or First Class Mail notice directed to the President of the local chapter.
- 5. "Permanent Employee" is a regular employee who successfully completes an initial probationary period which shall not exceed 9 (nine) work months/180 work days beyond the initial date of employment by the District.
- 6. "Probationary Employee" is an employee who will become permanent upon completion of a 9 calendar months of work/180 work days evaluation period, unless he/she has been employed as a restricted employee.
- 7. "Promotion" is a change in the assignment of an employee from a position in one class to a vacant position in another class with a higher salary rate.
- 8. "Reclassification" is the upgrading or downgrading of a position as a result of the increase or decrease of the duties and/or responsibilities being performed by the incumbent in such position.
- 9. "Reemployment" is the return to duty of an employee who has been on a reemployment list.
- 10. "Regular Employee" is any classified employee, whether permanent, probationary, full-time, or part-time, who is not a substitute, short-term, student employee, playground supervisor or professional expert employed for a specific project.

- 11. "Restricted Employee" is an employee hired pursuant to any local-, state-, or federally funded program which restricts employment of persons in low income groups, designated impoverished areas, and any other criteria which restricts the privilege of all citizens to compete for employment under that program, except as may otherwise he specified by this agreement.
- 12. "Short-term Employee" is a person hired for specific temporary project of limited duration which, when completed, shall no longer be required.
- 13. "Substitute Employee" is a person hired to perform duties of a position in the temporary absence of the employee who is regularly assigned to that position.
- 14. <u>"Seniority"</u> for purposes of layoff shall be determined by length of service pursuant to Cal Educ. Code § 45308. The employee, who has been employed the shortest time in the class, plus higher classes, shall be laid off first. The parties shall meet in August 2011 to review the District's revised seniority list, which shall set forth employees' length of service in all classes.

#### **ARTICLE V**

#### **HOURS AND OVERTIME**

- 1. <u>Workweek</u>: The workweek shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District, except as provided in Section six (6) of this Article.
- 2. <u>Workday</u>: The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed, regular and ascertainable minimum number of hours which shall not be reduced except by mutual agreement, applicable negotiations or other applicable legal process.
  - a. Upon request of an employee, the District shall consider adjusting the time or shift of the work hours of an employee either on a long-term or short-term basis. The decision of the District will be based on the needs of the educational program and support services and due consideration for the expressed needs of the employee. The decision shall be in writing. The effective date of any change shall be subject to mutual agreement.
  - b. In the event that the District needs to change the timing of the work hours of the employee, the District representative will first discuss the proposed changes with the employee. The employee will have an opportunity to consult with their union representative and to respond. The employee needs to inform the District of any concerns or hardships that the proposed shift change has on the employee. After such consultation has taken place, the District will make a decision regarding the timing of the work hours and issue a written determination. Any changes included in the determination shall not be effective sooner than 7 calendar days from the date of the written notice.
- 3. <u>Increase in Hours</u>: When additional hours are assigned to a position on a regular basis, the assignment shall be offered to the employee in the appropriate class with the greatest seniority at the job site involved. If the senior employee declines the assignment, it shall be offered to the remaining employees in the class in descending order of seniority until the assignment is accepted. The length of the work day shall be designated by the District for each employee.
- 4. <u>Lunch Periods</u>: No employee covered by this Agreement shall be on duty for more than a four (4) hour period without being given an uninterrupted, unpaid lunch period. The District shall set the time of such lunch period to be no longer than one (1) hour and no briefer than one-half (1/2) hour. An employee required to work

during his/her lunch period within his/her classification shall receive pay at the rate of time and one-half for all time worked during the normal lunch period.

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

All hours worked beyond the workweek of five (5) consecutive days and/or forty (40) hours shall be compensated at the overtime rate. An employee having an average workday of four (4) hours or more shall be compensated for any work performed on the 6th or 7th day of the workweek at the rate equal for one and one-half times the regular rate of pay of the employee authorized to perform the work.

An employee having an average work day of less than four (4) hours during a workweek shall, for any work performed on the 7th day of the workweek, be compensated at a rate equal to one and one-half times the regular rate of pay of the employee designated and authorized to perform the work. Emergency call will be paid at a minimum of two (2) hours.

- 6. <u>Compensatory Time Off</u>: Any employee in the bargaining unit shall have the option to take compensatory time off in lieu of cash compensation for overtime work. Compensatory time off shall be granted at the appropriate rate of overtime in accordance with Section five (5) of this Article. When compensatory time off is authorized, such compensatory time off may be accrued up to a maximum of forty (40) hours and shall be scheduled to the mutual agreement of the District and the employee. Overtime accrued beyond forty (40) hours will be paid in cash at the appropriate rate of overtime pay.
- 7. <u>Overtime Equal Distribution</u>: Overtime shall be distributed and rotated as equally as is practical among employees in the bargaining unit within each job description. No employee shall be required to work overtime.
- 8. <u>Work Related Information</u>: Upon initial employment, or at the time of any change in classification or hours, an employee shall receive a copy of class specification, salary data, work location, duty hours, and prescribed workweek. A copy will also be sent to the President of the chapter.
- 9. <u>Call Procedures to Report Absences</u>: ASAP, but no later than 6:00 a.m. on the day of absence, unit member shall call the designated number to report their absence, the reason, and any special confirmation that the District may need to know. By 2:00 p.m. of the day of absence, the unit member shall call the designated number to report whether they will be at work the following work day or absent.

- 10. <u>Leave Slips</u>: If advance completion of a leave slip is not required then within 24 hours of returning from an absence, the employee shall complete a leave slip and turn it into the District office.
- 11. Upon arrival at work each unit member shall use the installed time clock at each site to log and record their arrival time. Such times shall conform with the unit member's designated start time for each work day.

In the event that the unit member is leaving work earlier than their designated work hours, the unit member shall use the time clock to log such departure time.

In the event that the unit member has been authorized to work overtime, the time clock shall be used to record the overtime unless other arrangements are made.

The provisions of Section 11 will be implemented no later than November 1, 2008. During October of each year the parties will meet to discuss whether time, attendance and record keeping continues to be a concern/problem. If the District concludes that it is, then the District may implement the provisions of Section 11 as of November 1.

#### **ARTICLE VI**

#### PAY AND ALLOWANCES

1. Regular Rate of Pay: The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix B, which is attached hereto and by reference incorporated as part of this Agreement. The regular rate shall include any longevity increment required to be paid under this Agreement.

Effective July 1, 2003, the members of the Golden Gate Chapter of CSEA agree to 2% cost of living increase for the 2003-04 school year.

Effective July 1, 2004, the salary schedule shall be increased by 3%.

Effective July 1, 2005, the salary schedule shall be increased by 3%.

Effective July 1, 2006, the salary schedule shall be increased by 5%.

Effective July 1, 2007, the salary schedule shall be increased by 4%.

Effective July 1, 2004, stipends will be paid for education as set forth below:

For Associate Arts Degree (AA)—That amount is \$450.

For a Bachelor of Arts/Science Degree (BA/BS)—The District has calculated the average amount paid for this stipend in 2003-04. That amount is \$867. For the 2004-05 school year, each individual eligible to receive the BA/BS stipend will receive the average amount as calculated or the amount actually received in 2003-04, whichever is higher. Thereafter and unless negotiated otherwise, individuals eligible to receive the BA/BS stipend shall receive the average amount as specified below or the amount actually received in 2003-04, whichever is higher. Effective July 1, 2005, the BA/BS stipend is \$900 or the stipend amount received in 2003-04, whichever is higher.

The Classified Salary Schedule for Classified Staff shall be modified to reflect a two (2%) increase for 2014-15 and an additional two percent (2%) increase in 2015-2016. In addition, in the 2014-15 school year for active unit members, employed in December 2014 a non-precedent setting, one-time lump sum, off-schedule payment of 2% on the 2013-2014 salary schedule (prior to any ongoing salary adjustments) of existing salary schedule, shall be paid in December 2014. (Board Ratified on November 18, 2014).

The District shall increase the 2016-2017 salary schedule by 3% effective July 1, 2016.

The District shall increase the 2017-2018 salary schedule be 2% effective July 1, 2017.

The parties agree to three reopeners for the 2018-2019 year.

- 2. <u>Prorated Salaries</u>: Salaries for assignments of less than a regular workday or workweek shall be prorated using an hourly conversion scale of one hundred and seventy-four (174) hours per month.
- 3. <u>Payment of Salary</u>: All employees in the bargaining unit shall be paid once per month. Payday is on or before the employee's last working day of the month. Salaries shall be paid in ten (10) equal monthly payments with any adjustments made on the June payroll for 10 month employees.
- 4. <u>Placement on the Salary Schedule</u>: All new employees shall be placed on the appropriate class and step of the salary schedule (Appendix B). New employees having prior comparable experience in the classification for which they are hired shall enter the salary schedule at Step B if he/she has had two (2) full years of qualified paid experience, and at Step C if he/she has had four (4) years of such experience. No higher placement on the salary schedule will be given.
- 5. <u>Advancement on Salary Schedule</u>: All salary increases due to advancement in step (years of service) are made effective July 1st of the year following completion of the conditions for said advancement.
- 6. <u>Supplemental Payroll</u>: Any payroll adjustment owed to an employee as a result of working out of class or recomputation of hours shall be made by issuance of a supplemental check no later than the fifteenth (15th) calendar day of the month following the month in which such action occurred. Payroll errors will be corrected within five (5) working days in accordance with Education Code 45167/88166.
- 7. <u>Mileage</u>: Classified employees who may be requested to use their own automobiles in the performance of their duties, and classified employees who are assigned to more than one (1) school per day, shall he reimbursed for all such travel at the IRS approved rate.
- 8. <u>Lost Checks</u>: Any paycheck for an employee in the bargaining unit which is lost after receipt, or which is not delivered within five (5) days of mailing if mailed, shall be replaced no later than seven (7) working days after the employee notifies the payroll department for replacement of the check.
- 9. <u>Pay Increases</u>: The District shall pay all retroactive wage increases resulting from this Agreement or any amendments thereto, within thirty (30) days of the settlement, with no interest due.

10. <u>Compensation for Working Out of Classification</u>: Employees in the bargaining unit shall not be required to perform duties which are not included in their job descriptions, unless the duties reasonably relate to those indicated in the job descriptions, for any period of time which exceeds two (2) calendar days unless the following is adhered to:

An employee may be required to perform duties not included in and inconsistent with his/her job description for a period of more than two (2) working days provided that the employee's salary is adjusted 5% upward for the entire period he/she is required to work out of classification.

The District can provide for an upward salary adjustment for any employee in the bargaining unit required to work out of classification for any period of time less than provided for.

11. <u>Longevity Increments</u>: The District shall compensate long service employees in the bargaining unit with a long service increment of an additional five percent (5%) upon completion of nine (9), fifteen (15), twenty (20), twenty-five (25) and thirty (30) years of service.

The increment shall be effective the first day of the month following the anniversary of employment.

The increment shall be reflective of the salary schedule in use at the time of the granting of the increment and shall thereafter be reflective of any subsequently adopted salary schedule.

The increments described above shall only be effective for those employees who have met those longevity steps as of July 1, 2003. For all longevity achieved after July 1, 2003, the compensation shall be as follows:

- 12. Unit members who are asked and agree to attend an overnight field trip, will be paid a \$100 stipend per night in addition to their full pay for their regular work hours for the work days involved in the trip. If trip starts or ends on a Saturday, Sunday or holiday, the unit member will receive a day of pay (regular number of work hours) at the regular rate of pay.
- 13. <u>Part-Time Employees</u>: When assignments of part-time employees exceed thirty (30) minutes per day for twenty (20) consecutive days, the employee's part-time assignment shall be changed to reflect the longer hours and to grant increased sick leave, holiday, vacation and other benefits to which the employee is entitled in accordance with Education Code 45136-45137.

#### **ARTICLE VII**

#### EMPLOYEE EXPENSES AND MATERIALS

- 1. <u>Damage to Employee's Property</u>: The District shall fully compensate all bargaining employees for theft or damage to only that personal property the employee has been requested or authorized by the District to use in the course of his or her employment.
- 2. <u>Safety Equipment</u>: Should the employment duties of an employee in the bargaining unit reasonably require the use of any equipment or gear to insure the safety of the employee and/or his/her property, the District agrees to furnish such equipment or gear, or to reimburse the employee for the full cost of procuring such equipment.
- 3. <u>Non-Owned Automobile Insurance</u>: The District agrees to provide injury and property damage insurance to protect employees in the event that they are required to use their personal vehicles on District business. By law, the employee's automobile insurance is the primary coverage.
- 4. <u>Physical Examinations</u>: The District agrees to provide the full cost of any medical examination required as a condition of employment or continued employment including, but not limited to, the provisions outlined in California Education Code Section 11708 or its successor.

#### **ARTICLE VIII**

#### **HEALTH AND WELFARE BENEFITS**

### 1. <u>Employee and Dependent Insurance Coverage</u>:

- a. For all full-time unit members, the District shall pay a maximum total for health benefits of \$17,273.88 per year, \$1,439.49 per month. To the extent that premium costs exceed the District contribution, the unit member shall pay the difference in costs on a monthly basis by way of payroll deduction.
- b. The District shall provide each classified employee with Kaiser Insurance, and the Delta Dental Service Plan.
- c. The District shall provide the option to participate in Vision Service Plan (VSP) equivalent to that offered to the Certificated staff.
- d. An IRS 125 Plan is available to pay premium costs.
- e. No amount of the District contribution may be taken by cash in lieu.
- f. Part-time employees hired on or after July 1, 2004, who work at least .5 FTE will be entitled to a District contribution for health and welfare benefits prorated based on hours worked compared to a full-time position in that classification.
- g. The parties agree to form a joint Health and Welfare Benefits committee to research plan options that would be more beneficial to the parties.

#### 2. Benefit Plan Continuation:

The District agrees to provide all active employees in the bargaining unit payroll deduction and premium incorporation rights for all applicable benefit programs and shall remit the money along with other regular payments to benefit providers.

The District agrees to keep an annually updated list of benefit plans available to the employees.

Employees who retire from the District prior to age 65, with at least fifteen (15) years of service, will be provided with District paid health benefits. This coverage shall be at the employee-only rate. Any retired employee choosing a more costly plan will pay the difference between the plans. This coverage will be available for 24 months but will expire, regardless, when the employee reaches his or her 65th birthday. The District will notify the employee of the pending expiration at least two months prior to the final payment.

Employees who retire from the District prior to age 65, with at least ten (10) years of service, will be allowed to participate in District health benefits at the employee's own expense.

## 3. <u>125 Plan</u>:

- a. The District and CSEA agree that the District will have a 125 Plan available for classified staff no later than October payroll.
- b. The Plan will be American Fidelity or another mutually agreed upon plan.
- c. The Plan will be a full flex plan.

#### ARTICLE IX

#### **HOLIDAYS**

1. <u>Holidays and Eligibility</u>: The following holidays shall be observed as legal holidays with pay for all classified employees whose normal work period includes the day immediately preceding or succeeding the holiday:

New Year's Day and the preceding workday
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day and the following work day
Christmas Day and the preceding work day

In addition to those holidays stated above, eligible employees shall be granted two (2) additional holidays to be taken "in lieu of Good Friday and Admission Day. These holidays shall be taken at a time when no further expense to the District is necessary and as set forth in the District-wide calendar. Typically these dates are scheduled during the winter and spring breaks.

- 2. In the event that a non-student work day is scheduled for certificated employees during the school term, the District shall advise school year classified employees whether they are required to work this additional day and pay such employees for this day if work is required.
- 3. <u>Calendar for Regular Employees</u>: Twelve (12) month employees shall work Monday thru Friday for each year starting July 1st through June 30th, excluding legal and Board declared holidays and scheduled vacation days. School year employees begin work two (2) days before the starting of school and work one (1) day after the end of school, and 180 school days, for a total of 183 days, excluding winter, mid-winter, and spring vacation and legal and Board declared holidays. Those employees designated as 11 month employees shall start work ten (10) work days before the start of school and end work the last work day in June. This work term will typically be 200 days, not including holidays and vacations.
- 4. Prior to Board approval of school calendar each year, CSEA will be provided notification and have the opportunity to negotiate (per EERA) if requested by CSEA.

#### **ARTICLE X**

#### **VACATION PLAN**

- 1. <u>Eligibility</u>: All employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis July 1st through June 30th.
- 2. <u>Paid Vacation</u>: Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. Upon mutual agreement of the District and an employee, his/her vacation may be granted during the fiscal year in which it is earned.
- 3. <u>Accumulation</u>: Vacation time shall be earned and accumulated on a monthly basis in accordance with the following provisions:

During the first, second, and third years of employment, an employee shall earn and accumulate one (1) day of paid vacation for each month or major fraction thereof in which the employee is in paid status.

During the fourth, fifth, and sixth years of employment an employee shall earn and accumulate one and one-fourth (1 ¼) days of paid vacation for each month or major fraction thereof in which the employee is in paid status.

During the seventh year of employment and after an employee shall earn and accumulate one and three-quarters (1 3/4) days of paid vacation for each month or major fraction thereof in which the employee is in paid status.

- 4. <u>Vacation Pay</u>: The per day rate of vacation pay shall be the same as that which the employee would have received had that employee been in a working status.
- 5. <u>Vacation Pay Upon Termination</u>: When an employee in the bargaining unit is terminated for any reason, he/she shall receive in cash, all unused vacation pay earned and accumulated up to and including the effective date of the termination.
- 6. <u>Vacation Postponement</u>: If a bargaining unit employee's vacation becomes due during a period when he/she is on approved leave, he/she may have his/her vacation date changed. The employee may elect to have his/her vacation rescheduled in accordance with the vacation schedule at that time, or may request to carry his/her vacation over to the following year.

7. <u>Vacation Carryover</u>: An Employee may carryover only the maximum vacation applicable to the employee's years of service.

| Years of Employment | Maximum Carry |
|---------------------|---------------|
|                     | Over          |
| 2 – 5 years         | 5 days        |
| 6 – 10 years        | 10 days       |
| 11 plus years       | 15 days       |

- 8. <u>Holidays</u>: Legal and Board declared holidays falling within a vacation period shall not be counted as part of an employee's vacation.
- 9. <u>Vacation Scheduling</u>: Vacations shall be scheduled at times requested by bargaining unit employees so far as possible. All employees shall have the right to take their vacation days consecutively if consistent with the District work requirements.

Vacations for employees working in the same class shall be scheduled on a seniority basis.

- 10. <u>Interrupting of Vacations</u>: An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the employee supplies appropriate notice and supporting information regarding the basis for such interruption or termination.
- 11. <u>School Year Employees</u>: 10-month employees shall be paid out for their vacation accrual on a monthly basis.

#### **ARTICLE XI**

#### **LEAVES**

- 1. Bereavement Leaves: Employees shall be granted a leave in accordance with Education Code 45194 with full pay in the event of the death of any member of the employee's immediate family. The immediate family is defined as husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, guardian, foster parent, step-parent, step-son, step-daughter, foster son, foster daughter, brother-in-law, sister-in-law, or any relative of either spouse living in the immediate household of the employee. Education Code 45194 provides for three (3) days of leave for in-state travel and up to five (5) days when travel outside the state is required.
- 2. <u>Jury Duty and Court Appearances</u>: Any employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty or appear in court as a witness pursuant to subpoena related to the employee's work.
  - The District shall pay the employee the difference, if any, between the amount received from the court and the employee's regular rate of pay.
- 3. <u>Military Leave</u>: An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave. The District will provide an employee on military leave full pay for the first thirty (30) calendar days of such leave.
- 4. <u>Sick Leave</u>: Provisions for leaves of absence for illness or injury shall be made in accordance with California Education Code 45191, with the following additions:
  - a. Sick leave is earned at a rate of one (1) day per month that an employee is in paid status for at least one half the work days of that month. The earned day is prorated based on the employee's status compared to full time. For example, full-time 10-month employees earn ten (10) days of sick leave per year. Effective with the 2003-04 school year, annual sick leave will be posted up front for the entire year. In the event that employee uses the leave before it is actually earned and then leaves employment, the final paycheck will reflect appropriate deductions.
    - 1. If a unit member is absent for less than 2 of their full workdays in a school year, the unit member will receive \$50 for part-time employees (4 hours or less), \$100 for employees working more than 4 hours/day to be paid at the end of the school year. (Employed for at least 7 months.)

- b. <u>Sick Leave Verification</u>: Verification of sick leave absence up to five (5) consecutive working days shall be made by the classified employee through the filing with office of the district superintendent of a signed statement explaining the cause of absence. In the event of the absence being more than five (5) consecutive working days, the employee shall file with the office of the superintendent a statement signed by a physician to show cause of the absence, unless waived by the superintendent or his/her designated representative. Under unusual circumstances the superintendent may request a physician's statement for an absence of five (5) days or less. If the cost of the physician's visit is not compensated for by insurance, the cost of said visit will be paid for by the District.
- c. Classified employees on leave of absence without pay shall not lose accumulated sick leave. However, they shall not accrue sick leave for the period of absence.
- d. When a person employed in a classified service is absent from his/her duties because of illness or industrial accident for a period of five (5) months or less and has exhausted his/her regular sick leave and industrial accident benefits, and if a substitute is employed in his/her position, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during his/her absence.
- e. At the time of retirement all unused sick leave will be applied to the employee's retirement benefits as allowed by state law.
- f. Disability caused by pregnancy shall be treated as an illness for the purposes of sick leave.
  - (1) The employee will notify the office of the District superintendent as soon as the fact of her pregnancy is established with reasonable certainty, but not later than the fourth (4<sup>th</sup>) month of her pregnancy.
  - (2) The point during the course of pregnancy at which the leave of absence shall be taken shall be determined by the employee and her physician, giving the District one (1) month's notice with written verification by the physician.
    - (a) An employee, while on maternity leave, in addition to those benefits provided for in this Agreement under Parental Leave, shall receive compensation to the extent of accumulated sick leave.
    - (b) The date on which the employee may return to her position shall be determined by the employee's physician. An

employee desiring to return to duty will notify the office of the District superintendent at least thirty (30) days prior to the desired date of return. Written verification by the employee's physician, stating her medical fitness to resume full-time duty, must be presented to the office of the District superintendent, where it will be kept on file.

- (c) This policy shall not be construed so as to deprive any employee of sick leave rights under other sections of the Education Code for absence due to illness resulting from pregnancy.
- 5. <u>Industrial Accident and Illness Leave</u>: Provisions for leaves due to industrial accident or illness are to be made in accordance with the California Education Code 45192 with the following amendments: An employee suffering an injury of illness arising out of and in the course and scope of his/her employment shall be entitled to a paid leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred. The District shall not require a specified period of service for eligibility under this section.
- 6. <u>Break-in-Service</u>: No absence under any paid leave provisions of this article shall be considered a break-in-service for any employee who is in paid status and all benefits accruing under the provision of this Agreement shall continue to accrue under such absence.
- 7. <u>Personal Necessity Leave</u>: Up to seven (7) days of absence earned for sick leave in a school year may be used by the employee at his/her election, in cases of personal necessity on the following basis:
  - a. The death of a member of the employee's immediate family when additional leave is required beyond that provided under "Bereavement Leave."
  - b. As a result of an accident involving an employee's person or property or the person or property of his/her immediate family.
  - c. Graduation of a child from elementary school, high school or college.
  - d. Final examinations for employees seeking self improvement through educational opportunities.
  - e. Birth of a child in the immediate family.
  - f. Such other reasons approved by the District.

- g. Any business, civic endeavor, religious holiday, or activity which cannot be conducted before or after the school day without causing inconvenience to the classified employee.
- 8. <u>Child Rearing Leave</u>: An employee who is the natural or adoptive parent of a child shall be entitled to an unpaid leave of absence for the purpose or rearing his/her child. Such leave shall be for a maximum period of one (1) year and shall be granted upon giving the District one (1) month's notice prior to the anticipated date on which the leave is to commence.
- 9. <u>Parental Leave</u>: An employee shall be entitled to five (5) days of paid leave to care for his/her child after the birth or adoption of the child.
- 10. <u>General Leaves</u>: When no other leaves are available, a leave of absence may be granted to an employee on an unpaid basis at any time upon any terms acceptable to the District and the employee
- 11. <u>Unpaid Leaves</u>: Unless otherwise agreed to in writing by the District and the employee, all unpaid leaves are without fringe benefits.
- 12. <u>Family Care Leave</u>: It is the intent of this section to make available to employees leave under the Federal Family Leave Act (FMLA) and the California Family Rights Act (CFRA) (Government Code section 12945.2). This section shall be applied and interpreted in accordance with the state and federal law and regulations.
  - a. <u>Eligibility</u>: An employee with one (1) year of continuous service is eligible for the leaves described below.
  - b. Purposes for Which Leave May Be Taken:
    - (1) Birth, adoption or foster care placement of a child;
    - (2) Care of a child (including foster, step, and adult children, and legal ward(s), parent (including person who stood in loco parentis to the employee), or spouse with a serious health condition that requires day-to-day care by the employee.
    - (3) Disability of the employee [except that CFRA excludes pregnancy disability which is covered under Government Code section 12945(b)(2)] and this agreement;
  - c. <u>Duration of Leave</u>: All leave is unpaid. Leave may be taken for a total of twelve (12) work weeks in a twelve (12) month period. Leave is pro-rated for part time employees. Intermittent leave in the form of reduced work days

or work weeks may be taken. Intermittent leave shall be scheduled, to the extent possible, to minimize disruption to the District.

#### d. Time for Commencement of Leave:

- (1) Leave for birth or adoption of a child must commence within one (1) year of the birth or adoption. Leave need not be taken at one time.
- (2) The employee shall be required to first use accrued vacation, compensatory time off and other available paid leave, except sick leave unless the leave is taken because of the employee's own illness or the employee agrees to the use of sick leave.
- (3) Pregnancy disability leave is treated separately under CFRA [See Government Code section 12945(b)(2)].
- e. <u>Employee Notice</u>: If the need for leave is foreseeable, the employee shall provide the District with reasonable (at least 30 days) written notice.
- f. <u>Continuation of Benefits</u>: The District will continue to pay the employee's health benefits to the same extent the District would have paid for such benefits if the employee would have continued working. To the extent the District continued to pay for other benefits for employees on unpaid leaves, it must do so for employees under Family Medical Leave Act (FMLA) (federal) and California Family Relief Act (CFRA).

If the District does not pay such benefits, it must permit the employee to pay for them. Benefits include, but are not limited to, disability, life insurance, and retirement contributions. If authorized by the Education Code, members of the Public Employees Retirement System (PERS) may purchase service credit for time spent on family care leave.

An employee who is on leave without pay under Family Care Leave, who has elected not to continue benefits while on the Family Care Leave, shall be allowed to re-enroll in the medical program in which the employee participated prior to the leave without pay, subject to carrier approval.

- g. <u>Status While on Leave</u>: Leave does not constitute a break-in-service for purposes of seniority or longevity.
- h. <u>Husband and Wife Employees</u>: If both spouses are employed by the District, the aggregate leave for both employees is limited to twelve (12) weeks for the care of a newly-arrived child or sick parent. For other purposes, each employee is entitled to twelve (12) weeks of leave.

- i. <u>Verification</u>: The employee shall provide verification of the need to care for a spouse, parent or child or for the employee's own serious health condition. Verification may be provided by a physician, osteopath or other health care provider designated by the Secretary of Labor. The District may, at its expense, require additional medical evaluation of the employee's own health condition (but not the employee's spouse, parent, or child).
- j. <u>Serious Health Condition</u>: A serious health condition is an illness, impairment, or physical or mental condition involving in-patient care, continuing treatment, or supervision of a health care provider.
- k. Right to Reinstatement: An employee is entitled to reinstatement to the same or a comparable position except that a salaried employee who is among the highest paid ten percent (10%) of the District employees may be denied reinstatement if the reinstatement would cause substantial economic injury to the District. The District must notify the employee of the intent to deny reinstatement as soon as that decision is made. If the notice is given after commencement of the leave, the employee has the right to return to work following receipt of the notice.

A part-time employee who takes Family Care Leave in accordance with this section, and who elects not to continue dental coverage, will be allowed to re-enroll at the end of the leave. The District will request that the carrier allow the employee to participate at the same percentage level as was in effect at the time leave was initiated.

13. <u>Domestic Partners</u>: If required by state or federal law, it is understood that the District will apply the above leave benefits to individuals who qualify as domestic partners of employees. In order to have a person qualify as a domestic partner, the employee must file the name and appropriate certification with the District.

#### **ARTICLE XII**

#### **TRANSFERS**

1. <u>Openings on Staff</u>: All job openings shall be posted on appropriate bulletin boards. Existing staff shall be given preference in filling those vacancies, all other considerations being equal, and as may be permitted by law. No employee shall be required to be involuntarily transferred to work at another location other than Bayside Martin Luther King Jr. Academy, 200 Phillips Drive, Marin City.

In the event that two (2) or more employees are equally qualified, the employee with the greatest seniority shall fill the position. It shall be the duty of any employee on leave during the period of the posting to keep his/herself informed of vacancies.

Permanent employees who change classification will have a three (3) month probationary period. Evaluation of such employees will be made at the end of six (6) and twelve (12) weeks. Should an employee receive an unsatisfactory evaluation or during the evaluation period choose not to continue in the new position, he/she shall have the right to return to his/her former position if the District still maintains such a position.

#### **ARTICLE XIII**

#### LEAVE OF ABSENCE FOR RETRAINING AND STUDY

- 1. <u>Provisions</u>: Provisions for a leave of absence for retraining/study may be granted in accordance with the California Education Code Article 4.5, Retraining and Study, Section 13670-77.
  - Any leave of absence granted under this policy shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing service to the granting of any subsequent leave under this type of leave, nor shall employee earn vacation pay, sick leave, holiday pay or other benefits provided under this Agreement.
- 2. <u>Visitation/Workshop Leave</u>: The District may grant an employee two (2) days paid leave for directly related job education. Included are educational workshops and conferences and visits to other schools. The employee and District shall work out a mutually agreeable arrangement for taking this leave.

#### **ARTICLE XIV**

#### **GRIEVANCE PROCEDURE**

- 1. <u>Definition</u>: A grievance is defined as an allegation by a grievant that he/she has been affected by a violation of the specific provisions of this Collective Bargaining Agreement.
  - a. "Days" All references to "days" means days District Office is open for business.
- 2. The grievant may be the employee or the union to Step 3. Afterward the grievance must be carried by the union.
- 3. <u>Procedure</u>: Grievances shall be handled in the following manner using forms in Appendix E.
  - a. <u>Step One Informal Level</u>: The grievant shall first try to resolve the matter by a meeting with the immediate supervisor within ten (10) days of the incident giving raise to the grievance. An employee or the union may present grievances directly. Grievances shall be submitted to his/her immediate supervisor. If a grievance is not satisfactorily adjusted informally, the grievance may proceed to Step Two. Informal grievance forms shall be used.
  - b. <u>Step Two</u> <u>Formal Level</u>: An employee may present his/her grievance to the immediate job supervisor directly within ten (10) days of the informal level meeting response by supervisor. It shall be a concise written statement of the grievance, the specific violation, the circumstances involved and the specific remedy sought. If the grievance is not satisfactorily adjusted within five (5) days after its submission, the immediate supervisor shall on the sixth (6th) day reduce to writing his/her response to the grievance. This response shall be submitted to the employee within seven (7) days of the submission of the grievance.
  - c. <u>Step Three</u>: In the event the grievant is not satisfied with the decision of Step Two, the grievant may appeal the decision in writing to the Superintendent or his/her designee, within five (5) days after receiving the decision from Step Two. Failure by a grievant to appeal the supervisor's decision within the specified time shall be considered an acceptance of that decision. The appeal shall include a copy of the original grievance, the decisions rendered by the immediate supervisor and a statement of the reasons for the appeal.

Within five (5) days after the receipt of the grievance at Step Three, the Superintendent shall hold a meeting at which the grievant and the immediate

supervisor of the grievant shall be present to discuss and seek to resolve the grievance. All parties shall be notified in writing of the Superintendent's response within two (2) days of the meeting.

d. <u>Step Four</u>: If the grievant is not satisfied with the response at Step Three, the grievant may seek permission from the union to pursue the grievance to Step Four. The union shall review the matter and determine either to not proceed, to request agreement from the District to proceed to mediation (Step Four), or proceed to Step Five. This determination shall be in writing from the union within ten (10) days of the Superintendent's written response.

Upon receipt of the union's request, the District shall decide whether to agree to go to mediation. This decision shall be made in writing and forwarded to the union within five (5) days. Failure of the District to respond shall be deemed a denial. The union will have five (5) days from written denial or failure to respond to activate Step Five.

If both parties agree to mediation, the union shall contact the State Mediation and Conciliation service for the appointment of a mediator. If mediation is not successful, the union may go to Step Five within five (5) days of written notice by the mediator that mediation has ended without resolution.

e. <u>Step Five:</u> If the grievance is not satisfactorily adjusted at Step Three, the grievant and Association may appeal in writing the Superintendent's decision to the Board of Trustees within ten (10) days after receiving a decision from Step Three. Failure by a grievant to appeal the decision within the specified time limits shall be deemed an acceptance of the decision. The appeal shall include a copy of the original grievance, the decisions rendered, and a statement of reasons for the appeal.

At the next regular Board of Trustees meeting, which is scheduled at least ten (10) days after the receipt of the appeal, the grievant shall have the opportunity to testify, present evidence and witnesses pertaining to the grievance. Within five (5) days after this meeting, the Governing Board will deliver to the grievant its written response to the grievance.

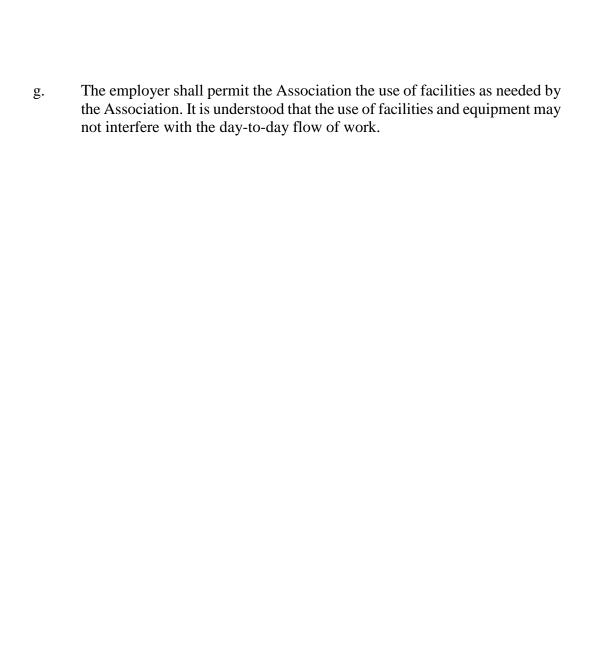
The decision of the Board of Trustees shall be final unless in any legal action brought as a result of this Agreement, a court shall find, on the basis of the Board record considered as a whole, that the decision of the Board was not supported by substantial evidence.

## 4. <u>Rights of Classified Employees to Representation</u>:

- a. No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or the Board against any grievant, any party in interest, any member of CSEA or the bargaining unit, or any other participant in the grievance procedure by reason of such participation.
- b. A bargaining unit employee member has the option of representing himself/herself up to and including Step 3 or being represented by CSEA.

#### 5. Miscellaneous:

- a. If a grievance arises from action or inaction on the part of an immediate supervisor, the grievant shall submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level III.
- b. Should the District Representative at any level be absent during the provided time period, the grievant has the right to appeal to the next level.
- c. Decisions rendered at Levels II and III of the grievance procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to the grievant. Time limits for appeal approved at each level shall begin the working day following receipt of the written decision by the parties of interest.
- d. During the period of grievance, all documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- e. The Association President or the President's designee shall be given permission to leave his/her work site during working hours to meet with an employee or group of employees to investigate matters pertaining to safety and sanitary working conditions, disputes and grievances. The President or the President's designee shall request release time from his/her supervisor. The District may reasonably delay granting releases time in order to maintain orderly operational duties.
- f. An accredited representative of the Association shall have reasonable access to appropriate areas of the employer's premises for the purpose of conducting Association business pertaining to the Agreement.



#### **ARTICLE XV**

#### **SEVERABILITY**

- 1. <u>Savings Clause</u>: If, during the life of this Agreement, there exists any applicable law or any applicable rule, regulation or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended to be of no effect hereunder so long as such law, rule, regulation or other shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in force and effect.
- 2. <u>Replacement for Severed Provisions</u>: In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.
- 3. <u>Amending Contract</u>: This Agreement can be altered or amended prior to its expiration upon the mutual agreement of both parties.

#### ARTICLE XVI

#### **MANAGEMENT RIGHTS**

1. <u>Rights</u>: It is understood and agreed that the District has all the customary and usual rights, powers, functions and authority to discharge its obligations. Any of the rights, powers or authority which the District had prior to the execution of this Agreement are retained except as those rights, powers, and functions of authority which are specifically abridged or modified by this Agreement or by any supplement to this Agreement arrived at through the process of collective bargaining.

#### 2. Reclassification:

- a. The parties agree that changing conditions may warrant reclassification of positions and/or classes as part of the bargaining unit. It is also recognized that both the employer and the Association have vested interest in such reclassification.
- b. Reclassification means the redefining of a position to account for changes in duties or work that may alter the nature of the job.
- c. The District, Association, or an employee may request position reclassification.
- d. When position(s) reclassification(s) are requested, the other parties may respond within fifteen (15) working days.
- e. Disputes pertaining to reclassification shall be subject to negotiations between the District and the Association insofar as the reclassification relates to the scope of representation.
- f. The Board of Trustees shall retain final authority in reclassification matters that are outside the scope of representation.

#### ARTICLE XVII

#### DISCIPLINE

#### A. <u>Disciplinary Action</u>

The following formal disciplinary action(s) may be taken by the District against a permanent employee for the causes listed in Section B of tins Article.

#### 1. Dismissal

Dismissal is removal from the employment of the District.

#### 2. Suspension

- a. An employee may be relieved of duty, but shall not be denied pay until these disciplinary procedures have been completed.
- b. In the event that an employee is suspended without pay pending conclusion of proceedings under Section B, subsection 12 or 13 of this Article, and should the employee not be convicted of such offense or offenses, and should the Governing Board find the offense or offenses did not occur and impose no disciplinary action, the employee shall be entitled to return of pay for the period of suspension without pay.
- c. The unit member may be suspended immediately if such action is necessary for the protection of students, employees or the Distinct.

#### 3. Involuntary Demotion

Involuntary demotion for cause is placement in a lower classification.

#### B. Cause

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

- 1. Incompetence inefficiency in the performance of duties of his/her position.
- 2. Inability to perform assigned duties due to failure to meet or retain job qualifications (including but not limited to failure to possess required licenses, failure to pass required tests).
- 3. Insubordination (including, but not limited to, refusal to do assigned work).

- 4. Negligence in the performance of duty or the care or use of District property.
- 5. Discourteous, offensive, or abusive conduct or language toward other employees, pupils or the public.
- 6. Dishonesty.
- 7. Drinking alcoholic beverages on the job, or reporting for work while intoxicated.
- 8. Addiction to the use of narcotics or a restricted substance, use of narcotics or restricted substances while on the job or reporting to work while under the influence of a narcotic or restricted substance.
- 9. Personal conduct unbecoming an employee of the District while on duty.
- 10. Conviction of any crime involving moral turpitude.
- 11. Conviction, a plea of guilty, or a plea of nolo contendere for a sex offense as defined in California Education Code section 44010.
- 12. Conviction of a narcotics offense as defined in California Education Code section 44011.
- 13. Absence without leave or abandonment of position after five days.
- 14. Repeated tardiness.
- 15. Abuse of leave privileges.
- 16. Excessive absenteeism.
- 17. Falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records or any other District records.
- 18. Persistent violation that is documented, or refusal to obey safety rules, regulations made applicable to public schools by the Governing Board or by an appropriate federal, state or local governmental agency.
- 19. Willful and persistent violation that is documented of the California Education Code, Board Policies or Administrative Regulations of the District after the employee has received a copy of such.

#### C. Dismissal Procedure

#### 1. Progressive Discipline:

- a. The District agrees that before commencing any formal disciplinary action that a progressive disciplinary procedure will typically be followed except where the nature of the misconduct warrants immediate and formal discipline.
- b. Progressive disciplinary procedure means at least the receipt of two(2) Notices of Concern and/or Letters of Reprimand.

#### 2. Written Notice:

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

- a. Statement of Charges. A statement of the specific charges against the employee shall be written in ordinary concise language of the specific acts and omissions on which the disciplinary action is based and shall include the cause and any rules and regulations which have been violated. No charge, however, shall be made which occurred prior to the employee's becoming permanent nor more than two (2) years from the filing of this statement of charges.
  - 1. Before the Statement of Charges is finalized and issued, the supervisor shall meet with the employee to review the draft and provide the employee with an opportunity for any further response or additional information.
- b. Right to a Hearing. The employee may request a hearing in writing within ten (10) calendar days after service of the statement of charges. A card shall be provided to the employee, the signing of which shall constitute a demand for a hearing and denial of all charges. Failure to request a hearing within the ten (10) calendar days shall be deemed to be a waiver of the right to the hearing.
- c. Access to Material. The employee may, upon request, have copies of the material upon which the charges are based.

#### 3. Hearing:

- a. The hearing shall be held within a reasonable period of time but not sooner than ten (10) calendar days after the filing of a request for a hearing. The parties will attempt to mutually schedule the hearing.
- b. If the employee does not request a hearing by the set date, disciplinary action may be taken without a hearing.
- c. The employee may be represented at the hearing by a representative of his/her choice.
- d. The hearing shall be conducted before the Governing Board or before its designee.
  - (1) Hearing Before the Governing Board:
    - a. The employee shall have the right to personally appear and, testify, to call favorable witnesses, and to cross-examine adverse witnesses.
  - (2) Hearing Before Designee of Board:
    - a. A suspension of five (5) days or less may be delegated to the Superintendent or his/her designee.
    - b. A dismissal hearing may be delegated to a hearing officer from the Office of Administrative Law or other designee mutually agreed upon by the unit member and the Superintendent.
    - c. The hearing officer shall submit a written recommended decision to the Governing Board, which shall include proposed findings of fact and determination of issues. A copy of the recommended decision shall be sent to the employee.
    - d. Prior to making a final decision, the Governing Board shall afford the employee the opportunity to present arguments to it on the sufficiency of cause for disciplinary action.
    - e. The Governing Board may accept, reject, or modify the recommended decision. Should the Board reject or modify the recommended decision, it shall first review the record of the hearing. Any modified

decision shall include findings of fact and determination of issues by the Governing Board.

#### 4. Results of Hearing:

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

5. An employee always has the right to representation in any meeting that is disciplinary in nature.

#### **ARTICLE XVIII**

#### **NEGOTIATION PROCEDURES**

- 1. Unless otherwise agreed upon the parties agree to the following:
  - a. CSEA shall sunshine its reopener proposals on or about the 1<sup>st</sup> of April each year.
  - b. Within 30 calendar days after CSEA sunshines its initial proposals, the District shall sunshine their initial proposals.
  - c. It is the intent of both parties to commence negotiations no later than one month following the sunshining of the District's initial proposals.
- 2. The parties agree that CSEA may designate up to three (3) representatives, in addition to the CSEA labor representatives, who will be released from work without loss of pay when negotiations are scheduled during work hours. Such release of time must be scheduled and approved with the site administrator and as determined necessary by the administrator, substitutes arranged for in advance.

#### **ARTICLE XIX**

#### **DURATION**

This Agreement shall remain in full force and effect from July 1, 2016 through June 30, 2019.

<u>Length of Agreement</u>: This Agreement shall become effective on the date the Board of Trustee and the Association affirms and accepts the amended proposals to the Master Agreement.

| FOR THE DISTRICT:                         | FOR CSEA; CHAPTER 394:                              |
|---|---|
| WiMiam McCoy<br>Superintendent<br>10-6-16 | Jeff McNaughton<br>CSEA, Chapter No. 394<br>10-6-16 |
| Date                                      | Date  |
| amy frescott                              | Mahry Cen   |
| Amy Prescott                              | Markey Lees //                                      |
| Interim Chief Business Officer            | CSEA, Labor Relations Representative                |
| 10-6-16                                   | 10-6-16   |
| Date                                      | Date  |

Board Approved: January 10, 2017

## SAUSALITO MARIN CITY SCHOOL DISTRICT Job Description

**CLASSIFICATION: Classified Employee** 

TITLE: Cafeteria Worker SALARY LEVEL: Range 2

WORK YEAR: 183 Days (10 Months)

#### JOB DEFINITION

The Cafeteria Worker is responsible for the preparation and service of food and maintenance of food service area, materials, equipment and supplies.

#### **ESSENTIAL DUTIES**

- prepare food for serving and serve according to guidelines
- store food and supplies and discard expired foods
- conduct periodic inventories of food, supplies and equipment
- maintain food service area(s) in a clean, orderly and sanitary condition
- order food and supplies and check deliveries for accuracy
- read and record temperatures of food, ovens and refrigerators according to health department guidelines
- · meet or exceed all health department guidelines
- maintain confidentiality
- perform other related duties as assigned

#### **QUALIFICATIONS**

#### **REQUIRED**

#### Ability to

- comply with National Food and Lunch Program regulations
- follow mandatory compliance issues in food service
- know and apply guidelines of personal and institutional hygiene
- · calculate, measure, collect and maintain data
- perform basic cooking techniques and procedures as needed
- lift up to 50 lbs. without assistance
- operate technology and equipment as required by the position
- understand and carry out oral and written instruction in English
- establish and maintain cooperative relationships in a positive manner with students, staff and parents
- · work in a diverse learning community
- · follow directions
- problem solve independently
- know and implement district wide rules and procedures
- carry out essential duties in such a manner as to ensure personal safety and the safety of those in the immediate vicinity
- adhere to guidelines of mandatory reporting for suspected cases of child or substance abuse
- perform duties efficiently

#### **Licenses and Certifications**

- valid food and service safety and sanitation certificate
- criminal justice fingerprint/background clearance
- pre-employment medical examination

#### Education

• a minimum of high school diploma or recognized equivalent

#### **DESIRED**

experience in school based food service

#### **SUPERVISOR**

Final: 5.30.2013

Site Administrator or designee

CSEA approved: \_\_\_\_\_\_
SMCSD Board approved: \_\_\_\_\_

### SAUSALITO MARIN CITY SCHOOL DISTRICT Job Description

CLASSIFICATION: Classified Employee TITLE: Custodial/Maintenance/Driver/Grounds

SALARY LEVEL: Range 8 WORK YEAR: 12 Months

#### JOB DEFINITION

Under the supervision of the Director of Maintenance and Operations, the job of driver is done for the purpose/s of safely transporting students over scheduled routs and/or to/from special excursions; ensuring vehicle is in safe operating conditions; ensuring safety of students during transport, loading and unloading from van and to do related work as required.

The Custodial/Maintenance worker is responsible for keeping assigned areas of buildings and/or grounds in clean, sanitary and safe condition. The Custodial/Maintenance worker confers with the Director of Maintenance and Operations or designee, regarding care and cleaning programs in assigned school and responds in a timely manner to work requests.

#### **ESSENTIAL DUTIES**

- perform duties according to the direction of the Custodial Handbook
- make frequent routine inspections of school plant to ensure standards of safety are met and check for any vandalism to the school and equipment
- respond in a timely manner to work requests as directed by the Director of Maintenance and Operations or Site Administrator
- facilitate set up and break down for meetings as required, including but not limited to unlocking and locking meeting rooms, lighting, media, furniture, trash and attention to safety procedures
- perform opening and closing procedures (e.g. raising and lowering the flag and locking and unlocking doors
- secure facilities and grounds (depending on shift) (e.g. lock doors, turn off lights, set alarm, etc.) for the purpose of minimizing property damage, equipment loss and potential liability to the District
- small repairs as needed
- assemble and make minor repairs and adjustments on furniture and equipment
- · replace bulbs and fuses
- operate heating system and resolve minor heating system issues
- maintain trees, shrubs, plants and lawns in a routine manner
- conduct weekly inventory of custodial and maintenance supplies and equipment. Request necessary replacements
- respond to immediate safety concerns
- maintain confidentiality
- transport trash to dump weekly in the District truck
- delivers mail district wide
- Insures campus security
- · responds to security calls as needed
- coordinates and performs all daily school custodial work
- advise students, special education students and other passengers of behavior requirements for the purpose of enforcing rules and regulations and maintaining safety on the van.
- assists students and other passengers for the purpose of providing safe ingress and egress from van, including both emergency situations (including van evacuations) and normal transport.
- cleans assigned van (e.g. windows inside, seats, general interior, sweeps floor, picks up trash, etc.)
   for the purpose of maintaining appearance, sanitation and safety of vehicle.
- drives schools' vans for the purpose of transporting students and/or special education students over scheduled routes and to/from School and/or field trips in a safe and timely manner.
- inspects assigned vehicles (e.g. all operating systems and equipment, brakes, fuel and oil gauge levels, tire pressure, fire extinguisher, first aid kit, windows, locks, doors, buzzers, etc.) for the purpose of ensuring that the vehicle is in a safe operating condition and meets state requirements.
- reports/documentation (e.g. incident reports, safety checks, student count, mileage, etc.)
- knowledge of the geography of the district and its rules and regulations
- · perform other duties as assigned

#### **QUALIFICATIONS**

#### **REQUIRED**

#### Ability to

- perform strenuous work, which may include significant lifting, carrying, pushing, and/or pulling, some climbing and balancing, frequent stooping, kneeling, crouching, and/or crawling, and significant fine finger dexterity
- be trained and work at varied tasks and to assist under the direction of the Director of Maintenance and Operations or Site Administrator whenever needed
- maintain buildings and grounds in a safe, sanitary, orderly condition
- · operate machinery as instructed
- meet the physical demands of the job, including the ability to lift up to 50lbs. without assistance
- understand and carry out oral and written instruction in English
- establish and maintain cooperative relationships in a positive manner with students, staff and parents
- · work in a diverse learning community
- follow directions
- · problem solve independently
- know and implement district wide rules and procedures
- carry out essential duties in such a manner as to ensure personal safety and the safety of those in the immediate vicinity
- adhere to guidelines of mandatory reporting for suspected cases of child or substance avane
- ability to drive and operate truck/trailer/van and exercise good judgment and safety precautions
- maintain order among students on a van
- learn designated van route, stops, traffic hazards
- understands and carry out oral and written instructions
- establish and maintain cooperative relationships with those contacted in the course of work
- read and write at the level required for successful job performance
- perform duties efficiently

#### **Licenses and Certifications**

- possess and maintain a valid CA driver's license; driving record must not prevent insurability by District's carrier
- criminal justice fingerprint/background clearance
- pre-employment medical examination

#### Education

• a minimum of high school diploma or recognized equivalent

#### **SUPERVISOR**

Site Administrator or designee. Director of Maintenance and Operations, or designee, provides functional supervision.

## SAUSALITO MARIN CITY SCHOOL DISTRICT Job Description

**CLASSIFICATION: Classified Employee** 

TITLE: Lead Custodial/Maintenance/Driver/Grounds

SALARY LEVEL: Range 9 WORK YEAR: 12 Months

#### JOB DEFINITION

Under the supervision of the Director of Maintenance and Operations, the job of driver is done for the purpose/s of safely transporting students over scheduled routs and/or to/from special excursions; ensuring vehicle is in safe operating conditions; ensuring safety of students during transport, loading and unloading from van and to do related work as required.

The Custodial/Maintenance worker is responsible for keeping assigned areas of buildings and/or grounds in clean, sanitary and safe condition. The Custodial/Maintenance worker confers with the Director of Maintenance and Operations or designee, regarding care and cleaning programs in assigned school and responds in a timely manner to work requests.

#### **ESSENTIAL DUTIES**

- · Coordinates with the Director of Maintenance and Operations and delegates specific duties and tasks to MOT staff
- Insures that the Director of Maintenance and Operations instructions are followed
- Keeps custodial and inventory records
- orders and manages necessary custodial supplies and equipment
- communicates with Director of Maintenance and Operations as necessary
- reports needed repair work to school administration
- fill out maintenance paperwork and reports as necessary
- perform duties according to the direction of the Custodial Handbook
- make frequent routine inspections of school plant to ensure standards of safety are met and check for any vandalism to the school and equipment
- respond in a timely manner to work requests as directed by the Director of Maintenance and Operations or Site Administrator
- facilitate set up and break down for meetings as required, including but not limited to unlocking and locking meeting rooms, lighting, media, furniture, trash and attention to safety procedures
- perform opening and closing procedures (e.g. raising and lowering the flag and locking and unlocking doors
- secure facilities and grounds (depending on shift) (e.g. lock doors, turn off lights, set alarm, etc.) for the purpose of minimizing property damage, equipment loss and potential liability to the District
- Insure campus security
- Liaison to Sheriff and Police Department
- small repairs as needed
- assemble and make minor repairs and adjustments on furniture and equipment
- replace bulbs and fuses
- operate heating system and resolve minor heating system issues
- maintain trees, shrubs, plants and lawns in a routine manner
- · conduct weekly inventory of custodial and maintenance supplies and equipment. Request necessary replacements
- respond to immediate safety concerns
- maintain confidentiality
- transport trash to dump weekly in the District truck
- delivers mail district wide
- responds to security calls as needed
- coordinates and performs all daily school custodial work
- advise students, special education students and other passengers of behavior requirements for the purpose of
  enforcing rules and regulations and maintaining safety on the van.
- assists students and other passengers for the purpose of providing safe ingress and egress from van, including both emergency situations (including van evacuations) and normal transport.
- cleans assigned van (e.g. windows inside, seats, general interior, sweeps floor, picks up trash, etc.) for the purpose
  of maintaining appearance, sanitation and safety of vehicle.
- drives schools' vans for the purpose of transporting students and/or special education students over scheduled routes and to/from School and/or field trips in a safe and timely manner.
- inspects assigned vehicles (e.g. all operating systems and equipment, brakes, fuel and oil gauge levels, tire pressure, fire extinguisher, first aid kit, windows, locks, doors, buzzers, etc.) for the purpose of ensuring that the vehicle is in a safe operating condition and meets state requirements.
- reports/documentation (e.g. incident reports, safety checks, student count, mileage, etc.)
- knowledge of the geography of the district and its rules and regulations
- perform other duties as assigned

#### **QUALIFICATIONS**

#### **REQUIRED**

#### Ability to

- perform strenuous work, which may include significant lifting, carrying, pushing, and/or pulling, some climbing and balancing, frequent stooping, kneeling, crouching, and/or crawling, and significant fine finger dexterity
- be trained and work at varied tasks and to assist under the direction of the Director of Maintenance and Operations or Site Administrator whenever needed
- maintain buildings and grounds in a safe, sanitary, orderly condition
- · operate machinery as instructed
- meet the physical demands of the job, including the ability to lift up to 50lbs. without assistance
- understand and carry out oral and written instruction in English
- establish and maintain cooperative relationships in a positive manner with students, staff and parents
- work in a diverse learning community
- follow directions
- problem solve independently
- know and implement district wide rules and procedures
- carry out essential duties in such a manner as to ensure personal safety and the safety of those in the immediate vicinity
- adhere to guidelines of mandatory reporting for suspected cases of child or substance avane
- ability to drive and operate truck/trailer/van exercise good judgment and safety precautions
- maintain order among students on a van
- learn designated van route, stops, traffic hazards
- understands and carry out oral and written instructions
- establish and maintain cooperative relationships with those contacted in the course of work
- read and write at the level required for successful job performance
- perform duties efficiently

#### **Licenses and Certifications**

- possess and maintain a valid CA driver's license; driving record must not prevent insurability by District's carrier
- criminal justice fingerprint/background clearance
- pre-employment medical examination

#### Education

· a minimum of high school diploma or recognized equivalent

#### **SUPERVISOR**

Site Administrator or designee. Director of Maintenance and Operations, or designee, provides functional supervision.

## SAUSALITO MARIN CITY SCHOOL DISTRICT Job Description

**CLASSIFICATION: Classified Employee** 

TITLE: Library Specialist SALARY LEVEL: Range 7

WORK YEAR: 183 Days (10 Months)

#### JOB DEFINITION

The Library Specialist participates in the coordination of the operation of the school library and media support systems.

#### **ESSENTIAL DUTIES**

- physically locate library materials within the collection
- sort and shelve library materials
- operate and maintain standard library equipment
- maintain library supplies and inventories
- maintain records and generate reports as required
- maintain current library catalog
- assist librarian in the primary functions of daily operation of the school library
- issue and renew library materials
- maintain student files for over-due materials and processes billings for lost materials
- repair library books and periodicals
- assist librarian in book and periodical selection
- supervise students to maintain appropriate behavior and order in the library, following District policies regarding the discipline of students
- · perform other duties as assigned

#### **QUALIFICATIONS**

#### REQUIRED

#### Ability to

- work independently and efficiently with a minimum of supervision
- maintain strict confidentiality of all school and district related information both internally and externally
- manage interruptions and distractions
- understand and carry out oral and written instruction in English
- establish and maintain cooperative relationships in a positive manner with students, staff and parents
- work in a diverse learning community
- follow directions
- problem solve independently
- know and implement district wide rules and procedures
- carry out essential duties in such a manner as to ensure personal safety and the safety of those in the immediate vicinity
- adhere to guidelines of mandatory reporting for suspected cases of child or substance abuse
- perform duties efficiently

#### **Licenses and Certifications**

criminal justice fingerprint/background clearance

#### Education

• a minimum of high school diploma or recognized equivalent

#### **DESIRED**

- Bachelor's degree or higher education
- · possesses physical and mental abilities commensurate with the responsibility of the position

#### **SUPERVISOR**

Site Administrator or designee

Final: 5.30.2013 CSEA approved: \_\_\_\_\_\_

SMCSD Board approved: \_\_\_\_\_\_

## SAUSALITO MARIN CITY SCHOOL DISTRICT Job Description

**CLASSIFICATION: Classified Employee** 

TITLE: Paraprofessional: Physical Education Assistant I & II

SALARY LEVEL: Range 8, Stipend PE Assistant I (\$300/mth, 10 mth) and PE Assistant II (\$400/mth, 10 mth)

WORK YEAR: 183 Days (10 Months)

#### **JOB DEFINITION**

The Paraprofessional, Physical Education Assistant works in collaboration with the teachers to assist in the physical education of students.

#### **ESSENTIAL DUTIES**

- Oversees and supervises students during PE class and recess activities.
- Orders, maintains, and develops a variety of instructional equipment and supplies for use in physical education classes.
- Analyzes, demonstrates, and explains basic skills, knowledge, and strategies in formal sports, games, rhythm, and fundamentals of body movement, including a balance of games, dance, and educational gymnastics, resulting in enhanced skills.
- Focuses the program on the goals of physical activity, cardio-vascular and physical fitness and wellness, movement skills and knowledge, social development and interaction, self-image, selfrealization, self-confidence and individual excellence.
- Sets up PE equipment necessary for daily activities and event; assures appropriate equipment is used
  in a safe manner. Maintains surveillance over school-owned physical education equipment to prevent
  loss or abuse; makes minor adjustments and requests repairs for equipment as required.
- Provides instructional support by explaining and reinforcing game rules; modifies rules as appropriate to
  ensure participation and safety is maintained.
- Establishes and maintains standards of pupil behavior needed to achieve an atmosphere conducive to learning and an orderly environment.
- Assists classroom teachers in evaluation of pupils' growth and performance for progress reports and report cards.
- Conducts Physical Fitness testing as required by State requirements.
- Participates in appropriate staff development.
- provide students with immediate performance feedback on their tasks
- respond appropriately to immediate safety concerns
- solve routine problems involving students
- provide behavioral support in accordance with school wide guidelines including direction, prompting, verbal and non-verbal cues, and other interventions to assist students in maintaining appropriate behavior in the school environment
- perform light clerical activities
- participate in the supervision of students outside the classroom as required; yard, library, common areas, small group spaces, bus, excursions
- maintain confidentiality
- participate in professional development
- perform other related duties as assigned

#### ADDITIONAL DUTIES MAY INCLUDE

- monitor independent study and supplementary work for students
- collaborate with teachers relating to the I.E.P. objectives and/or modifications, and participate in lessons and classroom activities as related to the students
- manage students, particularly students with I.E.P.s or who are English language learners
- assist teacher with observing, recording and charting behavior
- assist teacher with crisis, problem and behavior management
- implement containment strategies to prevent injury to student or others
- maintain appropriate records for teachers
- assist students with physical needs, including but not limited to: assisting with orthopedic limitations, toileting, eating and ensuring they receive medication as directed by their physician

- work with audio/visual equipment, computers and assistive technology particularly as related to the I.E.P. accommodations and modifications
- · administers alternative assessments as appropriate

#### **QUALIFICATIONS**

#### MINIMUM REQUIREMENTS

#### Knowledge of:

- General concepts of child growth and development and child behavior characteristics.
- Techniques used in controlling and motivating students.
- Routine purposes and goals of public education.
- Specific subject area content as required in job assignments
- Some paid or volunteer experience working with children in an educational or child care setting or any combination of training and experience that could likely provide the desired knowledge and abilities.

#### **REQUIRED**

#### Ability to

- Assume responsibility for supervision students
- adapt and learn classroom routines
- exercise sound judgment and respond calmly and effectively to students
- be trained and work at varied tasks and to assist as appropriate
- operate relevant technology
- meet the physical demands of the job, as appropriate
- collaborate for a positive impact on achievement and outcomes for students
- work independently and in collaborative teams
- · assist students with assignments
- follow general classroom procedures
- understand the needs of students
- work collaboratively to identify common goals, procedures, and responses in delivering educational programs
- meet the physical demands of the position, including the ability to lift up to 50lbs without assistance
  and, if working with a student with an orthopedic impairment, to lift and move up to 75lbs. with
  assistance
- understand and communicate lessons
- exercise classroom management skills
- ability to carry out basic mathematical operations, including fractions, ratios, percentages and elementary algebra
- model the use of appropriate grammar, vocabulary, spelling and punctuation
- understand and carry out oral and written instruction in English
- establish and maintain cooperative relationships in a positive manner with students, staff and parents
- follow direction
- problem solve independently
- work in a diverse learning community
- know and implement district wide rules and procedures
- carry out essential duties in such a manner as to ensure personal safety and the safety of those in the immediate vicinity
- adhere to guidelines of mandatory reporting for suspected cases of child or substance abuse
- communicate fluently in a second language (depending on assignment)\*
- perform duties efficiently

#### PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; walk; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; and taste or smell.

The employee must occasionally lift and/or move up to 40 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, and depth perception.

#### **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works in outside weather conditions and is regularly exposed to airborne particles, grasses and seasonal exposure to pollens.

#### Licenses and Certifications

- · criminal justice fingerprint/background clearance
- TB clearance
- pre-employment medical examination

#### Education

 a minimum of high school diploma or recognized equivalent, and two years of college (48 units), or
 A.A. degree (or higher), or
 pass a local assessment of knowledge and skills in assisting in instruction

#### **DESIRED**

Bachelor's degree or higher education

#### **SUPERVISOR**

Site Administrator or designee.

| Final: 9.15.2015 | CSEA approved:        |
|------------------|-----------------------|
|                  | SMCSD Board approved: |

## SAUSALITO MARIN CITY SCHOOL DISTRICT Job Description

**CLASSIFICATION: Classified Employee** 

TITLE: Paraprofessional: Special Education, Regular Ed. and Bilingual

SALARY LEVEL: Range 8

WORK YEAR: 183 Days (10 Months) up to 203 Days (11 Months) \*depending on caseload and assignment

#### JOB DEFINITION

The Paraprofessional, Special Education works in collaboration with the teachers to assist in the education of students, particularly those students with Individual Education Plans (I.E.P.s) or English language learners.

#### **ESSENTIAL DUTIES**

- assist students with specific learning tasks across the curriculum
- · assist with individual and small group instruction under supervision of classroom teacher
- assist teacher with light clerical responsibilities, including record-keeping and collecting and organizing classroom materials
- provide students with immediate performance feedback on their tasks
- · respond appropriately to immediate safety concerns
- solve routine problems involving students
- provide behavioral support in accordance with school wide guidelines including direction, prompting, verbal and non-verbal cues, and other interventions to assist students in maintaining appropriate behavior in the school environment
- · perform light clerical activities
- participate in the supervision of students outside the classroom as required; yard, library, common areas, small group spaces, bus, excursions
- maintain confidentiality
- participate in professional development
- · perform other related duties as assigned

#### ADDITIONAL DUTIES MAY INCLUDE

- assist with educating students, in one-on-one or small group instruction
- assist with individualized program materials
- monitor independent study and supplementary work for students
- collaborate with teachers relating to the I.E.P. objectives and/or modifications, and participate in lessons and classroom activities as related to the students
- collaborate with teachers to develop classroom schedules
- manage students, particularly students with I.E.P.s or who are English language learners
- assist teacher with observing, recording and charting behavior
- assist teacher with crisis, problem and behavior management
- implement containment strategies to prevent injury to student or others
- assists teacher in their preparation of classroom materials related to the I.E.P.s, or modifications and accommodations
- assists in preparation of classroom environment for learning activities
- score objective tests and papers from answer key or rubric
- maintain appropriate records for teachers
- assist students with physical needs, including but not limited to: assisting with orthopedic limitations, toileting, eating and ensuring they receive medication as directed by their physician
- work with audio/visual equipment, computers and assistive technology particularly as related to the I.E.P. accommodations and modifications
- administers alternative assessments as appropriate
- administers CELDT testing to students as required\*
- maintains all records related to CELDT testing and reclassification\*
- Works with students who are English Language learners (E.S.L.), individually and in small groups to facilitate CELDT testing and learning activities related to the instructional program\*
- Bilingual also assists the teachers with light clerical duties and translations\*

#### **QUALIFICATIONS**

#### **REQUIRED**

#### Ability to

- adapt and learn classroom routines
- exercise sound judgment and respond calmly and effectively to students
- be trained and work at varied tasks and to assist as appropriate
- operate relevant technology
- meet the physical demands of the job, as appropriate
- collaborate for a positive impact on achievement and outcomes for students
- work independently and in collaborative teams
- assist students with assignments
- follow general classroom procedures
- understand the needs of students
- work collaboratively to identify common goals, procedures, and responses in delivering educational programs
- meet the physical demands of the position, including the ability to lift up to 50lbs without assistance and, if working with a student with an orthopedic impairment, to lift and move up to 75lbs. with assistance
- understand and communicate lessons
- exercise classroom management skills
- ability to carry out basic mathematical operations, including fractions, ratios, percentages and elementary algebra
- model the use of appropriate grammar, vocabulary, spelling and punctuation
- understand and carry out oral and written instruction in English
- establish and maintain cooperative relationships in a positive manner with students, staff and parents
- follow direction
- problem solve independently
- · work in a diverse learning community
- know and implement district wide rules and procedures
- carry out essential duties in such a manner as to ensure personal safety and the safety of those in the immediate vicinity
- adhere to guidelines of mandatory reporting for suspected cases of child or substance abuse
- communicate fluently in a second language (depending on assignment)\*
- perform duties efficiently

#### **Licenses and Certifications**

- criminal justice fingerprint/background clearance
- TB clearance
- pre-employment medical examination

#### Education

 a minimum of high school diploma or recognized equivalent, and two years of college (48 units), or
 A.A. degree (or higher), or
 pass a local assessment of knowledge and skills in assisting in instruction

#### **DESIRED**

Bachelor's degree or higher education

#### **SUPERVISOR**

Site Administrator or designee.

| Final: 12.9.2014 | CSEA approved:        |
|------------------|-----------------------|
|                  | SMCSD Board approved: |

## SAUSALITO MARIN CITY SCHOOL DISTRICT Job Description

**CLASSIFICATION: Classified Employee** 

TITLE: School Secretary SALARY LEVEL: Range 6

WORK YEAR: 200 Days (10 Months)

#### **JOB DEFINITION**

The School Secretary is responsible for a variety of office management and clerical tasks requiring detailed knowledge of school procedures and policies.

#### **ESSENTIAL DUTIES**

- assist with routine administrative and clerical details
- maintain complex databases, management information systems, records and reports, such as:
  - Site Administrator(s) appointment schedule(s)
  - personnel attendance
  - student enrollment and attrition
  - current class lists and schedules
  - student attendance
  - cumulative files
  - grades, report cards and transcripts
  - school events calendar.
  - school office files
  - budgets
  - meal counts
  - mail distribution
- answer phones and receive visitors
- act as liaison between the school site, students, staff and the general public
- solve routine problems
- · communicate effectively orally and in writing
- process purchase orders, receive and distribute supplies
- type general correspondence and maintain records of correspondence
- assist in carrying out provisions of the compulsory education law and the regulations of the District pertaining to school attendance
- provide substitute information packet
- · administer first aid as necessary
- distribute accident reporting and workers' compensation information and follow through on reporting to Human Resources
- maintain a professional demeanor
- · maintain good order in the office, following school procedure regarding the discipline of students
- maintain a clean, attractive and orderly office
- participate in professional development, including, but not limited to: trainings and tutorials to stay current in software applications that are used or introduced to the position
- maintain confidentiality
- · perform other duties as assigned

#### **QUALIFICATIONS**

#### REQUIRED

#### Ability to

- · work independently and efficiently with minimum supervision
- remain flexible and focused during interruptions and distractions
- demonstrate and maintain technological proficiency with emphasis on common software, website, and multiple databases
- keep records and compile reports
- keyboard at 60 w.p.m.
- · understand and carry out oral and written instruction in English

- establish and maintain cooperative relationships in a positive manner with students, staff and parents
- follow direction
- work in a diverse learning community
- know and implement district wide rules and procedures
- carry out essential duties in such a manner as to ensure personal safety and the safety of those in the immediate vicinity
- · adhere to guidelines of mandatory reporting for suspected cases of child or substance abuse

#### **Licenses and Certifications**

- criminal justice fingerprint/background clearance
- valid first aid certification

#### Education

- a minimum of high school diploma or recognized equivalent
- some college or secretarial training

#### **DESIRED**

- Bachelor's degree or higher education
- two years secretarial or clerical experience
- general knowledge and ability to perform the duties of the position in an efficient manner
- bilingual Spanish preferred

#### **SUPERVISOR**

Final: 5.30.2013

Site Administrator or designee

| CSEA approved:        |  |
|-----------------------|--|
| SMCSD Board approved: |  |

## SAUSALITO MARIN CITY SCHOOL DISTRICT Job Description

CLASSIFICATION: Classified Employee TITLE: Student Intervention Facilitator

**SALARY LEVEL: Range 8** 

WORK YEAR: 183 Days (10 Months)

#### JOB DEFINITION

The Student Intervention Facilitator works in collaboration with the Principal, Teacher, Counselor, Social Work, Sherriff and Parents to assist in the education of students.

#### **ESSENTIAL DUTIES**

- maintain, administer and coordinate CALPADS
- Student attendance
- meal counts
- assist students with specific attendance issues/truancy/etc.
- acts as liaison between school, family and community resources
- conducts home visits as needed to address student and family needs (ex. Attendance, grades, transition to high school) within the school day
- facilitates referrals to appropriate service providers/community resources
- assists in investigation and intervention in issues of poor attendance, behavior problems and possible abuse/neglect
- coordinates materials for SARB meetings for referred students (with school staff, sheriff and parents) within the school day and attends if requested by administrative staff
- works with teachers, administrators and staff
- participate in the supervision of students outside the classroom as required; yard, library, common areas, small group spaces, bus, excursions
- provide behavioral support in accordance with school wide guidelines including direction, prompting, verbal and non-verbal cues, and interventions to assist students in maintaining appropriate behavior in the school environment
- solve routine problems involving students
- respond appropriately to immediate safety concerns
- ability to access student data system
- participate in professional development
- maintain confidentiality
- perform other duties as assigned

#### **QUALIFICATIONS**

#### **REQUIRED**

#### Ability to

- exercise sound judgment and respond calmly and effectively to students, staff, parents and service providers
- be trained and work at varied tasks and to assist as appropriate
- operate relevant technology
- meet the physical demands of the job, as appropriate
- model the use of appropriate grammar, vocabulary, spelling and punctuation
- understand the needs of students
- perform routine clerical duties
- ability to exercise sound judgment and respond effectively and calmly to students
- understand and carry out oral and written instruction in English
- establish and maintain cooperative relationships in a positive manner with students, staff and parents
- work in a diverse learning community
- follow directions
- problem solve independently
- know and implement district wide rules and procedures

- carry out essential duties in such a manner as to ensure personal safety and the safety of those in the immediate vicinity
- adhere to guidelines of mandatory reporting for suspected cases of child or substance abuse
- perform duties efficiently

#### **Licenses and Certifications**

- criminal justice fingerprint/background clearance
- pre-employment medical examination

#### Education

- prior year of job experience
- two years of college (48 units), or A.A. degree (or higher), or pass a local assessment of knowledge and skills in assisting instruction preferred

#### **SUPERVISOR**

Site Administrator or designee

Revised 6-1-15

## Sausalito Marin City School District CSEA ~ Classified Salary Schedule

2016-2017

SALARY SCHEDULE 40-00/42-00 with 3% effective 7-1-16

| Range | Step 1  | Step 2  | Step 3  | Step 4  | Step 5  | Step 6  |
|-------|---------|---------|---------|---------|---------|---------|
| 1     | \$16.90 | \$17.75 | \$18.59 | \$19.56 | \$20.58 | \$21.66 |
| 2     | \$17.78 | \$18.73 | \$19.66 | \$20.67 | \$21.64 | \$22.75 |
| 3     | \$17.98 | \$18.88 | \$19.79 | \$20.81 | \$21.91 | \$23.05 |
| 4     | \$18.58 | \$19.54 | \$20.56 | \$21.64 | \$22.70 | \$23.81 |
| 5     | \$19.11 | \$20.11 | \$21.06 | \$22.10 | \$23.29 | \$24.48 |
| 6     | \$19.56 | \$20.51 | \$21.56 | \$22.69 | \$23.88 | \$25.07 |
| 7     | \$19.58 | \$20.52 | \$21.48 | \$22.69 | \$23.88 | \$25.07 |
| 8     | \$20.55 | \$21.62 | \$22.74 | \$23.89 | \$25.14 | \$26.38 |
| 9     | \$21.30 | \$22.41 | \$23.58 | \$24.75 | \$26.06 | \$27.34 |

**Note:** Monthly rates are based on an 8 hour work day. Those on monthly rate who work less 8hr/day will be paid on an hourly rate according to their classification salary.

| Salary Range | Classification   | Job Code                              | <b>Work Days</b>                | Holidays                         | Work Calendar                   |
|--------------|--|---------------------------------------|---------------------------------|----------------------------------|---------------------------------|
| 1            | Playground Supervision   | 240002                                | 183                             | 12                               | 195                             |
| 1            | Clerk/Receptionist   | 240000                                | 183                             | 12                               | 195                             |
| 2            | Cafeteria Worker   | 221300 or 221301                      | 183                             | 12                               | 195                             |
| 4            | Maintenance /Custodial Worker  | 220000                                | 246                             | 15                               | 261                             |
| 5            | Bus Driver<br>Bus Driver/Custodial Worker  | 220001                                | 183                             | 12                               | 195                             |
| 6            | School Site Secretary  | 240001                                | 200                             | 12                               | 212                             |
| 7            | Library / Media Technician   | 210001                                | 183                             | 12                               | 195                             |
| 8            | Custodial/Maintenance/Grounds/Driver<br>Paraprofessional – Instructional<br>Paraprofessional – Bilingual<br>Paraprofessional – Special Ed.<br>Student Intervention Facilitator | 220001<br>211100, 221200<br>or 211300 | 246<br>183<br>183<br>183<br>183 | 15<br>12<br>12<br>12<br>12<br>12 | 261<br>195<br>195<br>195<br>195 |
| 9            | Lead Custodian/Maintenance/Grounds/<br>Driver  | 220001                                | 246                             | 15                               | 261                             |

#### **BENEFITS**

Fringe Benefits as granted to the Districts Classified employees

- Degree Stipends AA \$450, BA/BS \$900 (unless a higher amount was received in 2003-04)
- Longevity for steps met before July 1, 2003 5% at 9, 15, 20, 25 and 30 years, after July 1<sup>st</sup> 2003 5% at 9, 15, and 3% at 20, 25 and 30 years
- There are 12 calendar months between step changes all increments will occur July 1.
- Overnight field trip stipend \$100
- Health Benefits: See Contract
- Section 125 Plan Offered

Holidays (for employees whose normal work period falls the day before and after the scheduled holiday)

- 12 days for 10 & 11 month employees
- 13 days for 12 month employees
- 2 In lieu of paid days off for 12 month employees

#### Sick Leave One day per month prorated to paid status

Vacation (prorated to paid status)

- 00-03 yrs @ 1 day per month 12 days/yr
- 04-06 yrs @ 1.25 days per month = 15days/yr
- 07 and beyond @ 1.75 days per month = 21 days/yr
- Vacation carry forward
  - $\circ$  2 5 year employment 5 days carry forward
  - $\circ$  6 10 years of employment 10 days carry forward,
  - o 11 and beyond years of employment 15 days carry forward

#### **Stipends**

- Substitute Caller will receive a \$300/month stipend for performing the duties (NOTE: \$15/hr for maximum of 20 hour per month).
- Overnight programs are paid a stipend of \$150
- Attendance Bonus less than 2 days absent \$50 for part time employees and \$100 for full time employees

Board Approved: January 10, 2017

## Sausalito Marin City School District CSEA ~ Classified Salary Schedule

2017-2018

SALARY SCHEDULE 40-00/42-00 with 2% effective 7-1-17

| Range | Step 1  | Step 2  | Step 3  | Step 4  | Step 5  | Step 6  |
|-------|---------|---------|---------|---------|---------|---------|
| 1     | \$17.24 | \$18.10 | \$19.00 | \$19.96 | \$20.95 | \$22.00 |
| 2     | \$18.14 | \$19.04 | \$19.99 | \$20.99 | \$22.04 | \$23.15 |
| 3     | \$18.34 | \$19.26 | \$20.22 | \$21.23 | \$22.29 | \$23.41 |
| 4     | \$18.95 | \$19.90 | \$20.89 | \$21.94 | \$23.04 | \$24.19 |
| 5     | \$19.49 | \$20.47 | \$21.49 | \$22.56 | \$23.69 | \$24.88 |
| 6     | \$19.95 | \$20.95 | \$22.00 | \$23.10 | \$24.25 | \$25.46 |
| 7     | \$19.97 | \$20.97 | \$22.02 | \$23.12 | \$24.28 | \$25.49 |
| 8     | \$20.96 | \$22.01 | \$23.11 | \$24.26 | \$25.48 | \$26.75 |
| 9     | \$21.73 | \$22.81 | \$23.95 | \$25.15 | \$26.41 | \$27.73 |

**Note:** Monthly rates are based on an 8 hour work day. Those on monthly rate who work less 8hr/day will be paid on an hourly rate according to their classification salary.

| Salary Range | Classification                                | Job Code         | Work Days | Holidays | <b>Work Calendar</b> |
|--------------|---|------------------|-----------|----------|----------------------|
| 1            | Playground Supervision                        | 240002           | 183       | 12       | 195                  |
| 1            | Clerk/Receptionist                            | 240000           | 183       | 12       | 195                  |
| 2            | Cafeteria Worker                              | 221300 or 221301 | 183       | 12       | 195                  |
| 4            | Maintenance /Custodial Worker                 | 220000           | 246       | 15       | 261                  |
| 5            | Bus Driver Bus Driver/Custodial Worker        | 220001           | 183       | 12       | 195                  |
| 6            | School Site Secretary                         | 240001           | 200       | 12       | 212                  |
| 7            | Library / Media Technician                    | 210001           | 183       | 12       | 195                  |
| 8            | Custodial/Maintenance/Grounds/Driver          | 220001           | 246       | 15       | 261                  |
|              | Paraprofessional – Instructional              | 211100, 221200   | 183       | 12       | 195                  |
|              | Paraprofessional – Bilingual                  | or 211300        | 183       | 12       | 195                  |
|              | Paraprofessional – Special Ed.                |                  | 183       | 12       | 195                  |
|              | Student Intervention Facilitator              |                  | 183       | 12       | 195                  |
| 9            | Lead Custodian/Maintenance/Grounds/<br>Driver | 220001           | 246       | 15       | 261                  |

#### **BENEFITS**

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- There are 12 calendar months between step changes all increments will occur July 1.
- Overnight field trip stipend \$100
- Health Benefits: See Contract
- Section 125 Plan Offered

Holidays (for employees whose normal work period falls the day before and after the scheduled holiday)

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- Vacation carry forward
  - $\circ$  2 5 year employment 5 days carry forward
  - $\circ$  6 10 years of employment 10 days carry forward,
  - o 11 and beyond years of employment 15 days carry forward

#### Stipends

- Substitute Caller will receive a \$300/month stipend for performing the duties (NOTE: \$15/hr for maximum of 20 hour per month).
- Overnight programs are paid a stipend of \$150
- Attendance Bonus less than 2 days absent \$50 for part time employees and \$100 for full time employees

Board Approved: January 10, 2017

## SAUSALITO MARIN CITY SCHOOL DISTRICT SCHOOL CALENDAR 2016-2017

|          | M               | Т                | W              | Th                    | F              | Days        |                                       |   |
|----------|-----------------|------------------|----------------|-----------------------|----------------|-------------|---------------------------------------|---|
|          | 1               | 2                | 3              | 4                     | 5              | i- <b>-</b> |                                       |   |
| August   | 8               | 9                |                | 11                    | 12             |             |                                       |   |
|          | 15              | 16               | 17             | 18                    | 19             | 10          | Aug. 15-17, 2016                      | Teacher Work Day/Staff Development            |
|          | 22              | 23               | 24             | 25                    | 26             |             | August 18, 2016                       | First Day of School                           |
|          | 29              | 30               | 31             |                       |                |             | August 31, 2016                       | Back to School Night                          |
|          |                 |                  |                | 1                     | <b>&gt;</b> 2  |             | September 2, 2016                     | Minimum Day                                   |
|          | 5               | 6                | 7              | 8                     | 9              |             | September 5, 2016                     | Labor Day                                     |
| Sept.    | 12              | 13               | 14             | 15                    | 16             | 21          |                                       |   |
|          | 19<br>26        | 20               | 21<br>28       | 22<br>29              | 23<br>30       |             |                                       |   |
|          |                 |                  |                | _                     | _              |             | 0.11.07.0010                          | 5 10 1  |
| Oot .    | 3<br>10         | 4                | 12             | 6 13                  | 7              |             | October 6-7, 2016<br>October 14, 2016 | Parent Conferences                            |
| Oct.     | 17              | 18               | 19             | 20                    | 21             | 20          | October 14, 2016                      | Staff Development Day                         |
|          | 24              | 25               | 26             | 27                    | 28             |             |                                       |   |
|          | 31              |                  |                |                       |                |             | October 31, 2016                      | Minimum Day                                   |
|          |                 | 1                | 2              | 3                     | 4              |             | ,                                     |   |
| Nov.     | 7               | 8                | 9              | 10                    | 11             |             | November 11, 2016                     | Veteran's Day                                 |
|          | 14              | 15               | 16             | 17                    | 18             | 16          | November 4, 2015                      | End of First Trimester                        |
|          | 21              | 22               | 23             | 24                    | 25             |             | November 21-25, 2016                  | Thanksgiving Recess                           |
|          | 28              | 29               | 30             |                       |                |             | November 24 & 25,2016                 | Thanksgiving & Local Holiday                  |
|          |                 |                  |                | 1                     | 2              |             |                                       |   |
| Dec.     | 5               | 6                | 7              | 8                     | 9              |             | December 22, 2016                     | Minimum Day                                   |
|          | 12              | 13               | 14             | 15                    | 16             | 16          | Dec. 23, 27 & 30, 2016                | Local Holiday                                 |
| ļ        | 19              | 20               | 21             | 22<br>29              | 23             |             | December 26, 2016                     | Christmas Holiday Observed                    |
|          | 26              | 27               | 28             |                       |                |             | Dec. 23, 2016-Jan. 6, 2017            | Winter Recess                                 |
| Jan.     | 9               | 3<br>10          | 4              | 5<br>12               | 6<br>13        |             | January 2, 2017<br>January 9, 2017    | New Year's Holiday Observed<br>School Resumes |
| Jan.     | 16              | 17               | 18             | 19                    | 20             | 16          | January 16, 2017                      | Martin Luther King Jr. Day                    |
|          | 23              | 24               | 25             | 26                    | 27             | 10          | oundary 10, 2017                      | Wartin Edition King of Day                    |
|          | 30              | 31               |                |                       |                |             |                                       |   |
|          |                 |                  | 1              | 2                     | 3              |             |                                       |   |
| Feb.     | 6               | 7                | 8              | 9                     | 10             |             | February 20-24, 2017                  | Mid Winter Break                              |
|          | 13              | 14               | 15             | 16                    | 17             | 15          | February 24, 2017                     | Lincoln's Birthday/local holiday observed     |
|          | 20              | 21               | 22             | 23                    | <b>O</b> 24    |             | February 20, 2017                     | Presidents' Day                               |
|          | 27              | 28               |                |                       |                |             |                                       |   |
| March    |                 |                  | 1              | 2                     | 3              |             | March 3, 2017                         | End of 2nd Trimester                          |
|          | 6               | 7                | 8              | 9                     | . 10           |             |                                       |   |
|          | 13              | 14               |                | 16                    | 17             | 22          | March 16-17, 2017                     | Parent Conferences                            |
|          | 20              | 21               | 22             | 23,                   | 24             |             | March 24, 2017                        | Staff Development                             |
|          | 27              | 29               | 30             | 31                    |                |             |                                       |   |
|          | 3               | 4                | 5              | 6                     | 7              |             |                                       |   |
| April    | 10              | 11               | 12             | 13                    | 14             |             | A il 47 04 0047                       | Ouries Bassas                                 |
|          | 17              | 18               | 19             | 20 <sup>(</sup><br>27 |                | 15          | April 21, 2017                        | Spring Recess                                 |
| Max      | 24              | 25               |                |                       | 28             |             | April 21, 2017                        | Classified In-Lieu Day                        |
| May      | 1 8             | 9                |                | 4<br>11               | 6<br>12        |             |                                       |   |
|          | 15              | 16               |                | 18                    | 19             | 22          | May 24, 2017                          | Open House                                    |
|          | 22              | 23               |                | 25                    | 26             |             | May 29, 2017                          | Memorial Day                                  |
|          | 29              |                  |                |                       |                |             |                                       |   |
| June     |                 |                  |                | 1                     | . 2            |             |                                       |   |
|          | 5               | 6                | 7              | 8                     | <del>→</del> 9 | 7           | June 9, 2017                          | Last Day of School for Students               |
|          | 12              | 13               |                | 15                    | 16             |             | June 12, 2017                         | Teacher Work Day                              |
|          | 19              | 20               |                | 22                    | 23             |             |                                       |   |
|          |                 |                  |                |                       |                | 180         |                                       |   |
|          | Legal holiday   |                  | No school on " | shaded days"          |                |             | Days of Student Attendance            |   |
|          | Teacher work of | day/Staff Dvlpt. |                |                       |                | 186         | Total Teacher Work Days/Salar         | y Scehdule                                    |
| <b>★</b> | Minimum day     |                  |                |                       |                |             | Minimum Days per school site          |   |
|          | Local holiday   |                  |                |                       |                | 6           | Teacher Work Days/Staff Deve          | opment Day/Contract/Salary Schedule           |
|          | Holiday: July   | 4th, 2015        | (NOTE: 12 mo   | nth employees)        |                |             |                                       |   |

#### Sausalito Marin City School District | 2017-2018 CALENDAR

Staff Development/Teacher Work Days Holidays Local Holiday Minimum Day

| AUGUST 2017 |                |    |    |    |    |    |  |  |
|-------------|----------------|----|----|----|----|----|--|--|
| S           | S M T W Th F S |    |    |    |    |    |  |  |
|             |                | 1  | 2  | 3  | 4  | 5  |  |  |
| 6           | 7              | 8  | 9  | 10 | 11 | 12 |  |  |
| 13          | 14             | 15 | 16 | 17 | 18 | 19 |  |  |
| 20          | 21             | 22 | 23 | 24 | 25 | 26 |  |  |
| 27          | 28             | 29 | 30 | 31 |    |    |  |  |

21-23 Staff Dev. Day/ Teacher Work Day First Day of School

9 Staff; 6 Student days

| FEBRUARY 2018 |              |    |    |    |    |    |  |  |  |
|---------------|--------------|----|----|----|----|----|--|--|--|
| S             | M T W Th F S |    |    |    |    |    |  |  |  |
|               |              |    |    | 1  | 2  | 3  |  |  |  |
| 4             | 5            | 6  | 7  | 8  | 9  | 10 |  |  |  |
| 11            | 12           | 13 | 14 | 15 | 16 | 17 |  |  |  |
| 18            | 19           | 20 | 21 | 22 | 23 | 24 |  |  |  |
| 25            | 26           | 27 | 28 |    |    |    |  |  |  |

19 Presidents' Day 20-22 Mid Winter Break Lincoln's Day

15 Staff; 15 Student days

| SEPTEMBER 2017 |    |    |    |    |    |    |  |  |
|----------------|----|----|----|----|----|----|--|--|
| S              | Μ  | T  | W  | Th | F  | S  |  |  |
|                |    |    |    |    | 1  | 2  |  |  |
| 3              | 4  | 5  | 6  | 7  | 8  | 9  |  |  |
| 10             | 11 | 12 | 13 | 14 | 15 | 16 |  |  |
| 17             | 18 | 19 | 20 | 21 | 22 | 23 |  |  |
| 24             | 25 | 26 | 27 | 28 | 29 | 30 |  |  |

Minimum Day

Labor Day 4

Back to School Night

20 Staff; 20 Student days

|    | MARCH 2018 |    |    |    |    |    |  |  |  |  |
|----|------------|----|----|----|----|----|--|--|--|--|
| S  | М          | T  | W  | Th | F  | S  |  |  |  |  |
|    |            |    |    | 1  | 2  | 3  |  |  |  |  |
| 4  | 5          | 6  | 7  | 8  | 9  | 10 |  |  |  |  |
| 11 | 12         | 13 | 14 | 15 | 16 | 17 |  |  |  |  |
| 18 | 19         | 20 | 21 | 22 | 23 | 24 |  |  |  |  |
| 25 | 26         | 27 | 28 | 29 | 30 | 31 |  |  |  |  |

End of 2<sup>nd</sup> Trimester 15-16 Parent Conferences/ Minimum Days Staff Development Day

22 Staff; 21 Student days

| OCTOBER 2017 |    |    |    |    |    |    |  |  |  |
|--------------|----|----|----|----|----|----|--|--|--|
| S            | М  | T  | W  | Th | F  | S  |  |  |  |
| 1            | 2  | 3  | 4  | 5  | 6  | 7  |  |  |  |
| 8            | 9  | 10 | 11 | 12 | 13 | 14 |  |  |  |
| 15           | 16 | 17 | 18 | 19 | 20 | 21 |  |  |  |
| 22           | 23 | 24 | 25 | 26 | 27 | 28 |  |  |  |
| 29           | 30 | 31 |    |    |    |    |  |  |  |

5-6 Parent Conferences/ Minimum Day

13 Staff Development Day

31 Minimum Day

22 Staff; 21 Student days

|    | APRIL 2018 |    |    |    |    |    |  |  |  |  |
|----|------------|----|----|----|----|----|--|--|--|--|
| S  | Μ          | T  | W  | Th | F  | S  |  |  |  |  |
| 1  | 2          | 3  | 4  | 5  | 6  | 7  |  |  |  |  |
| 8  | 9          | 10 | 11 | 12 | 13 | 14 |  |  |  |  |
| 15 | 16         | 17 | 18 | 19 | 20 | 21 |  |  |  |  |
| 22 | 23         | 24 | 25 | 26 | 27 | 28 |  |  |  |  |
| 29 | 30         |    |    |    |    |    |  |  |  |  |

9-13 Spring Break

Classified In Lieu Day

16 Staff; 16 Student days

| NOVEMBER 2017 |    |    |    |    |    |    |  |  |  |  |
|---------------|----|----|----|----|----|----|--|--|--|--|
| S             | М  | T  | W  | Th | F  | S  |  |  |  |  |
|               |    |    | 1  | 2  | 3  | 4  |  |  |  |  |
| 5             | 6  | 7  | 8  | 9  | 10 | 11 |  |  |  |  |
| 12            | 13 | 14 | 15 | 16 | 17 | 18 |  |  |  |  |
| 19            | 20 | 21 | 22 | 23 | 24 | 25 |  |  |  |  |
| 26            | 27 | 28 | 29 | 30 |    |    |  |  |  |  |

End of 1st Trimester 3

10 Veterans Day

20-24 Thanksgiving Recess Thanksgiving

23 Local Holiday

16 Staff; 16 Student days

|    | MAY 2018 |    |    |    |    |    |  |  |  |  |
|----|----------|----|----|----|----|----|--|--|--|--|
| S  | Μ        | T  | W  | Th | F  | S  |  |  |  |  |
|    |          | 1  | 2  | 3  | 4  | 5  |  |  |  |  |
| 6  | 7        | 8  | 9  | 10 | 11 | 12 |  |  |  |  |
| 13 | 14       | 15 | 16 | 17 | 18 | 19 |  |  |  |  |
| 20 | 21       | 22 | 23 | 24 | 25 | 26 |  |  |  |  |
| 27 | 28       | 29 | 30 | 31 |    |    |  |  |  |  |

23 Open House 28 Memorial Day

22 Staff; 22 Student days

|    | DECEMBER 2017 |    |    |    |    |    |  |  |  |  |
|----|---------------|----|----|----|----|----|--|--|--|--|
| S  | Μ             | T  | W  | Th | F  | S  |  |  |  |  |
|    |               |    |    |    | 1  | 2  |  |  |  |  |
| 3  | 4             | 5  | 6  | 7  | 8  | 9  |  |  |  |  |
| 10 | 11            | 12 | 13 | 14 | 15 | 16 |  |  |  |  |
| 17 | 18            | 19 | 20 | 21 | 22 | 23 |  |  |  |  |
| 24 | 25            | 26 | 27 | 28 | 29 | 30 |  |  |  |  |
| 31 |               |    |    |    |    |    |  |  |  |  |

22-29 Winter Break Minimum Day

22 Local Holiday 25 Holiday

28-29 Local Holidays

15 Staff; 15 Student days

|    | JUNE 2018 |    |    |    |    |    |  |  |  |
|----|-----------|----|----|----|----|----|--|--|--|
| S  | Μ         | T  | W  | Th | F  | S  |  |  |  |
|    |           |    |    |    | 1  | 2  |  |  |  |
| 3  | 4         | 5  | 6  | 7  | 8  | 9  |  |  |  |
| 10 | 11        | 12 | 13 | 14 | 15 | 16 |  |  |  |
| 17 | 18        | 19 | 20 | 21 | 22 | 23 |  |  |  |
| 24 | 25        | 26 | 27 | 28 | 29 | 30 |  |  |  |

15 Last Day of School/ Minimum Day

18 Teacher Work Day

12 Staff; 11 Student Days

| JANUARY 2018 |    |    |    |    |    |    |  |  |  |  |  |
|--------------|----|----|----|----|----|----|--|--|--|--|--|
| S            | М  | T  | W  | Th | F  | S  |  |  |  |  |  |
|              | 1  | 2  | 3  | 4  | 5  | 6  |  |  |  |  |  |
| 7            | 8  | 9  | 10 | 11 | 12 | 13 |  |  |  |  |  |
| 14           | 15 | 16 | 17 | 18 | 19 | 20 |  |  |  |  |  |
| 21           | 22 | 23 | 24 | 25 | 26 | 27 |  |  |  |  |  |
| 28           | 29 | 30 | 31 |    |    |    |  |  |  |  |  |

1-5 Winter Break

8 Students Return

15 M.L. King Jr. Day

17 Staff; 17 Student days

| JULY 2018 |    |    |    |    |    |    |  |  |  |  |
|-----------|----|----|----|----|----|----|--|--|--|--|
| S         | M  | T  | w  | Th | F  | S  |  |  |  |  |
| 1         | 2  | 3  | 4  | 5  | 6  | 7  |  |  |  |  |
| 8         | 9  | 10 | 11 | 12 | 13 | 14 |  |  |  |  |
| 15        | 16 | 17 | 18 | 19 | 20 | 21 |  |  |  |  |
| 22        | 23 | 24 | 25 | 26 | 27 | 28 |  |  |  |  |
| 29        | 30 | 31 |    |    |    |    |  |  |  |  |

4 Independence Day

| Board Approved: | SDTA Approved | CSEA Approved: |  |
|-----------------|---------------|----------------|--|

| Name of Employee Filing Grievance:  | <del></del>  |  |  |  |  |
|---|--|--|--|--|--|
| Name of Supervisor:   | <del></del>  |  |  |  |  |
| INFORMAL STEPS: Must be taken before filing f   | formal grievance.  |  |  |  |  |
| Date/Timeline   | Action: Informal Grievance Process   |  |  |  |  |
| Date of Incident, act or omission:  | Description of incident, act, omission that is possible contract grievance: (may attach additional pages). Specify provision of contract violated. |  |  |  |  |
| Date this form was presented to supervisor:   |  |  |  |  |  |
| Date of Informal Conference:  | Mutually Agreeable Informal Adjustments (if any):  |  |  |  |  |
| Within 10 days of the incident giving rise to the grievance   |  |  |  |  |  |
| Date Supervisor Reports Decision:   | Supervisor writes outcome of informal grievance process here:  |  |  |  |  |
| Within 6 days of the submission of this form, supervisor writes response; within 3 days supervisor delivers to employee |  |  |  |  |  |
|   | The result of this informal grievance process is:  |  |  |  |  |
|   | Issue Mutually Resolved Ssue Unresolved, Move to Formal Steps  |  |  |  |  |
|   | Informal Process Extended byDays (by mutual agreement)   |  |  |  |  |
|   | Signature of Employee Signature of Supervisor  |  |  |  |  |

| Name of Employee Filing Grievance:  |  |                              |
|---|--|------------------------------|
| Name of Supervisor:   |  |                              |
| Date/Timeline   | Action: Formal Grievance Process - Le    | evel 2                       |
| Date of Incident, act or omission:  | Description of incident, act, omission   |                              |
| Date this form was presented to supervisor:   |  |                              |
| Parties attempt to resolve within 5 days of the date this from was filed with supervisor. | Mutually Agreeable Settlement (if any    | r):                          |
| Date Supervisor Reports Decision:   | Supervisor writes outcome of Level 2     | grievance process here:      |
| Supervisor writes responses and within 7 days supervisor delivers to employee,            |  |                              |
|   | The result of this Level 2 grievance pro | ocess is:                    |
|   | Issue Mutually Resolved                  | ☐Supervisor Response         |
|   | Informal Process Extended by(l           | Days<br>by mutual agreement) |
|   | Signature of Employee                    | Signature of Supervisor      |

| Name of Employee Filing Grievance:   |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|
| Name of Supervisor:  |  |  |  |  |  |  |  |
| Date/Timeline  | Action: Formal Grievance Process - Level 3   |  |  |  |  |  |  |
| Date of appeal of informal decision presented to Superintendent or Designee:                                 | Reason for appeal to Superintendent (Also, attached Level I and Level 2 documents).  |  |  |  |  |  |  |
| Within 5 days of the date of Level 2 Decision  |  |  |  |  |  |  |  |
| Date this form was presented to grievant by Superintendent:  | Decision from Superintendent.  |  |  |  |  |  |  |
| Meeting Date:  |  |  |  |  |  |  |  |
| Within 5 days from the date appeal was filed, meeting shall occur; within 2 days written decision delivered. |  |  |  |  |  |  |  |
|  | Mediation Option - Step 4  |  |  |  |  |  |  |
| Requires Association review.   | The Association requests agreement of the District to proceed to mediation (Step 4), |  |  |  |  |  |  |
| Association determination writing 10 days.   | The Association decided to proceed to Step 5.  |  |  |  |  |  |  |
|  | Signature Date   |  |  |  |  |  |  |
| District has 5 days to decide. No response is a denial.  | District Response.   |  |  |  |  |  |  |
|  | The District agrees to proceed to mediation  |  |  |  |  |  |  |
|  | Signature Date   |  |  |  |  |  |  |

| Date/Timeline  | Step 5 - Appeal to the Board                         |                    |
|--|--|--------------------|
| Date of appeal to Board:   | Reason for appeal to the Board (Attach documents for | rom prior levels). |
| Within 10 days of the date of Superintendent's decision, Union must notify of appeal |  |                    |
| Date of Board Meeting:   | Decision of Board of Trustees.                       |                    |
| Within 5 days of meeting, Trustees issue Decision                                    | Signature of Board President                         | <br>Date           |

# Appendix E Sausalito Marin City School District Classified Personnel Evaluation of Performance

| Name:   |   |   |   |    | Probationary Rating:FirstS       |    |  |  |  |
|---|---|---|---|----|----------------------------------|----|--|--|--|
| Position:   |   |   |   |    | Annual Rating Period:            | to |  |  |  |
| Site:   |   |   |   |    |                                  |    |  |  |  |
| *Rating Scale for Performers  1- Unsatisfactory 2 |   |   |   | nt | 3 - Satisfactory 4 - Outstanding |    |  |  |  |
| Performance Factor                                | 1 | 2 | 3 | 4  | Notes and Observations           |    |  |  |  |
| Job Skills  |   |   |   |    |                                  |    |  |  |  |
| Knows and understands job requirements            |   |   |   |    |                                  |    |  |  |  |
| Applies job knowledge                             |   |   |   |    |                                  |    |  |  |  |
| Learns new tasks                                  |   |   |   |    |                                  |    |  |  |  |
| Seeks clarification as needed                     |   |   |   |    |                                  |    |  |  |  |
| Quality of Work                                   |   |   |   |    |                                  |    |  |  |  |
| Neat, accurate and thorough                       |   |   |   |    |                                  |    |  |  |  |
| Uses time/materials effectively and efficiently   |   |   |   |    |                                  |    |  |  |  |
| Follows District policies and procedures          |   |   |   |    |                                  |    |  |  |  |
| Utilizes good safety practices                    |   |   |   |    |                                  |    |  |  |  |
| Dependability/                                    |   |   |   |    |                                  |    |  |  |  |

| Productivity                                     |  |  |  |
|--|--|--|--|
| Consistently meets deadlines                     |  |  |  |
| Meets quality expectations                       |  |  |  |
| Demonstrates ownership of job                    |  |  |  |
| Follows through on assignments                   |  |  |  |
| Self-starting, resourceful, problem-solver       |  |  |  |
| Cooperation                                      |  |  |  |
| Works effectively with supervisor                |  |  |  |
| Works effectively with public                    |  |  |  |
| Works effectively with pupils                    |  |  |  |
| Works effectively with others                    |  |  |  |
| Assists others as needed                         |  |  |  |
| Follows proper channels of communication         |  |  |  |
| Attendance                                       |  |  |  |
| Comes to work on time daily                      |  |  |  |
| Conforms to assigned work/break times            |  |  |  |
| Demonstrates<br>consistent/regular<br>attendance |  |  |  |

| Attitude  |  |  |      |             |                              |  |  |  |
|---|--|--|------|-------------|------------------------------|--|--|--|
| Displays interest in work   |  |  |      |             |                              |  |  |  |
| Accepts responsibility  |  |  |      |             |                              |  |  |  |
| Seeks growth opportunities  |  |  |      |             |                              |  |  |  |
| Promotes friendly professional demeanor   |  |  |      |             |                              |  |  |  |
| Appearance/Hygiene  |  |  |      |             |                              |  |  |  |
| Dresses appropriately for position  |  |  |      |             |                              |  |  |  |
| Maintains neat and clean appearance   |  |  |      |             |                              |  |  |  |
| A rating of 1 or 2 requires all of the following: supporting comments, specific recommendations for improvement, and a follow-up performance evaluation report. |  |  |      |             |                              |  |  |  |
| Signature of Evaluator  |  |  | Date | <del></del> | Evaluator Statement attached |  |  |  |
|   |  |  |      |             | Employee Statement attached  |  |  |  |
| Signature of Employee   |  |  | Date |             |                              |  |  |  |

In signing this Evaluation of Performance Report, the employee acknowledges having seen and discussed the report with the evaluator but signature does not necessarily imply agreement with conclusions of the Supervisor.