

**Agreement between Mill
Valley School District And
California School Employees Association, Chapter 360**

July 1, 2022 to June 30, 2025

Approved by the Governing Board on: June 16, 2022

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ARTICLE 1: AGREEMENT

- 11 The articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Mill Valley School District/Board of Trustees (“District”) and the California School Employees Association, Chapter #360 (“Association”).
- 12 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code (“Act”).
- 13 This Agreement shall be in effect from July 1, 2022 through June 30, 2025. The Agreement shall be considered settled for 2022-2023; in 2023-2024, and 2024-2025 there shall be reopeners for salary and benefits and one article of each party’s choice. For the 2022-23 school year, there will be a mutual reopener of Article 18.

ARTICLE 2: RECOGNITION

- 2.1 The District recognizes CSEA, Chapter 360, as the exclusive representative for the employees in a bargaining unit consisting of all classified positions other than those designated as supervisory, management, and confidential, which shall include the positions as listed in the Classified Salary Schedule (Appendix A).

Accounts Technician
Administrative Assistant District Office Administrative
Assistant Middle School Administrative Assistant
Elementary School Site Administrative Assistant
Registrar/Data Processor
Administrative Assistant Student Services
Building/Grounds Maintenance
Campus Supervisor / Middle School
Copier Aide
Courier
Custodian
English Learner Specialist
Executive Assistant to Director of Student Support Services & District Office
Food Services Coordinator
Health Specialist
Instructional Assistant - Classroom
Instructional Assistant - Kindergarten
Instructional Assistant - Library
Instructional Assistant - Special Ed
Library Media Assistant
Office Aide
Physical Education Instructor-Elementary Reading &
Math Program Specialist (RAMP)
System Administrator
System Administrator II*
System Administrator II*
Technology Support Specialist
Yard Supervisor

*incumbent

- 2.2 The District will notify the Association upon the creation of any new classification within the classified service.
- 2.3 Seniority will be considered from the first date of paid service as a probationary employee in the District.

2.4 The former confidential positions of Executive Assistant to Director of Student Support Services & District Office, Account Technician and Administrative Assistant District Office shall be added to the bargaining unit for 2006-07 with no change in salary schedule for the incumbents in those positions. As such the incumbents will be grandfathered in at their existing salary rates and steps and will accrue salary and benefits enhancements at the same rate as the bargaining unit. Furthermore, once each of the incumbents leave these three (3) positions (resignation, retirement, transfer) the salary will be re-benchmarked as indicated in the current Classified Salary Schedule.

ARTICLE 3: DISTRICT RIGHTS

- 3.1 All matters not falling within the mandatory scope of representation and/or not specifically enumerated in the Agreement are reserved to the District.
- 3.2 In the event of an emergency, the District shall have the right to suspend any portion of the Agreement directly related to the emergency. As soon as circumstances reasonably permit, the District shall confer with Association leadership about said suspension and the reasons for it. "Emergency" as used in this Article is limited to those catastrophic situations which would prevent the normal functioning of the School District pursuant to this Agreement.

ARTICLE 4: WORK YEAR

4.1 The work year for 12-month employees shall be the fiscal year, from July 1 through June 30. For all other unit members, the work year shall be defined by the classified work calendar, which is attached as Appendix B.

4.2 Payroll Warrants And Work Year

421 The District will pay 12-month unit members monthly, which will include pay for holidays and annual vacation.

422 Each year, the District will issue a work schedule for each classification working less than 12 months based upon the classified work calendar, Appendix B. The District will pay 10 equal payments for the months of September through June. The 10 equal payments will be calculated as follows:

4221 Establish the number of paid days, which will occur on the same days of required student attendance, plus any additional number of specified work days.

4222 Add the number of paid holidays listed in Article 5.

4223 Add the current year earned vacation days.

4224 Multiply the above sum of paid days by the scheduled daily hours, and then multiply this total by the hourly rate, including any appropriate pay differential.

4225 Divide the above total annual pay into 10 equal payments.

423 The District will pay each 10-month unit member who worked during August for the actual time performed during the month. This payment shall be made in a special mid-September pay warrant, unless the District receives the unit member's timesheet before the mid-August payroll deadline required by the County Office.

ARTICLE 5: HOLIDAYS

5.1 Paid Holidays

A unit member is entitled to pay if the unit member is in paid status during any portion of the workday immediately preceding or following the holiday:

Independence Day

Labor Day

Veterans' Day

Thanksgiving Day

Day after Thanksgiving Day

Christmas Eve Day

Christmas Day

New Year's Eve Day

New Year's Day

Martin Luther King Jr. Day

Lincoln's Day, or In Lieu Of Lincoln's Day

Washington's Day

Memorial Day

Admissions Day or In Lieu Of Admissions Day

For the 2012/13 school year only each 9.5 month unit member is entitled to the Labor Day holiday.

5.2 Each unit member is entitled to a "floating holiday" to replace Admissions Day and Lincoln's Day, if the District does not declare either one of these as a school holiday in any year. These two "floating holidays" shall be taken at any time during the year with the mutual agreement of the employee and the supervisor.

5.3 When a holiday falls on a Sunday, then the day off will occur on the following Monday. When a holiday falls on a Saturday, the day off will occur on the preceding Friday.

ARTICLE 6: VACATIONS

61 Vacations with pay are earned by all permanent employees and may be used as accumulated. Vacation time must be used no later than the year following the year in which it is earned.

62 A 12-month employee is the base of the following computation:

First year of Service	12 days
Second year	13 days
Third year	14 days
Fourth year	15 days
Fifth through Ninth year	17 days
Tenth year	18 days
Eleventh year	19 days
Twelfth year	20 days
Thirteenth Year	21 days
Fourteenth Year and thereafter	22 days

Vacations are prorated for employees working less than 12 months.

63 Scheduling Of Vacations

63.1 Less Than 12-Month Employees

631.1 Less than 12-month employees will take vacation when students are not in attendance according to the work calendar in Appendix B. Any unused vacation will be included in the pay according to Article 4, and will be considered taken at time other when students are not in school. Any time off during these student attendance days must be taken as an approved leave of absence under Article 14, except for unit members who have unused vacation that was accrued before July 1, 2002, and that was not paid off.

63.2 12-Month Employees

632.1 The time that employees may take their vacation shall be determined in each case by the supervisor with regard to the needs of the District and the wishes of the employee.

632.2 When there is a conflict between employees concerning vacation scheduling in a particular work unit, the supervisor shall weigh heavily the factor of seniority.

- 6323 It is the responsibility of the employee to file with the supervisor his/her proposed vacation schedule on a vacation request form. The immediate supervisor will schedule vacations in order to ensure adequate coverage and workload. All 12- month employees must submit their requests for vacation by May 1 for June to August and for all other times at least thirty (30) days in advance of the vacation dates.
- 6324 An employee may cancel a scheduled vacation due to a reasonable and unexpected cause; however, the rescheduling shall be subject to the time slots available in the existing schedule.

64 Vacation Carry Over

- 6.4.1 An employee may carry over no more than one year's accrual of unused vacation into the following year.
 - 6.4.2 Before an employee may carry over additional unused days beyond the allotment, s/he must obtain the written approval of the employee's supervisor and the Superintendent or designee.
 - 6.4.3 If an employee is not permitted by the District to take vacation time previously approved by the supervisor, the employee shall be compensated in cash for any scheduled but unused vacation days in excess of the allotted carry over.
- 65 If a person is ill or injured at the outset of a vacation, he/she may delay the vacation and use sick leave. In that event, the District shall re-schedule the vacation to a mutually acceptable time. The District need not make a cash payment to the employee for unused vacation.

ARTICLE 7: HOURS OF EMPLOYMENT

- 7.1 The workweek for full-time employees shall consist of five (5) consecutive days, eight (8) hours per day, exclusive of the daily lunch period, and forty (40) hours per week. The District may extend the hours of the regular workday or workweek on an overtime basis when necessary.
- 7.2 The working hours of part-time employees shall fall within a consecutive five-day period.
- 7.3 The length of the workday for each classified assignment shall be designated by the District. Each bargaining unit employee shall be assigned a fixed regular and ascertainable minimum number of hours per day which shall not be less than one hour per day.
- 7.4 The District shall determine the arrival and departure time for each unit member upon initial employment. If the District desires a change in the arrival and/or departure time of an employee by an amount greater than 1/2 hour, it shall provide the Association with written notice and provide the employee with the opportunity to meet and discuss any concerns with the Superintendent prior to making the change.
- 7.5 There will be the equivalent of a 15-minute paid rest break at approximately the middle of each four (4) hour work period.
- 7.6 All employees covered by this Agreement shall be entitled to a duty-free lunch period after the employee has been on duty for four (4) hours. The length of time for such lunch period shall be for a period of no less than 30 minutes and shall be scheduled for full-time employees at or about the midpoint of each work shift.
- 7.7 The workday shall be continuous from the arrival time to the departure time except that the District may designate a lunch period of between 30 and 60 minutes.
- 7.8 Overtime
- 7.8.1 Overtime is defined as any time authorized by management to be worked in excess of eight hours in any one day or in excess of forty hours in any one workweek, or in excess of any five consecutive days.
- 7.8.2 An employee may not be required to work in excess of the regular established hours of work when requested by the management without the employee's consent. This extra work may be on any day, including Saturdays, Sundays, and holidays.

- 7.8.3 If any employee is called back to work after he/she has worked eight (8) hours their regular shift and has left his/her place of employment, or if any employee is called to work after he/she has worked five (5) consecutive days, he/she is guaranteed a minimum of two hours' employment at time-and-a-half.
- 7.8.4 The workweek shall consist of not more than five consecutive working days for any employee. Such an employee shall be compensated for any work required to be performed on the sixth or seventh day following the commencement of the work week at rate equal to one-and-one-half times the regular rate of pay of the employee designated and authorized to perform the work.
- 7.8.5 All standby time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as are other hours worked under this Agreement.
- 7.8.6 Compensation for overtime will normally be paid through payroll. However, upon request of the unit member, and upon written authorization approved by the District Office, an employee may receive compensatory time off in lieu of pay, at the rate of one-and-one-half times. Scheduling of compensatory time off will be at the employee's discretion with the approval of management. When an employee is not permitted to take compensatory time within 60 days of when it was earned, the District shall compensate the employee in such cases for all unused compensatory time.
- 7.8.7 All authorized work on a holiday will be compensated at the rate of time-and-one-half in addition to normal holiday salary.
- 7.8.8 Opportunity to work overtime will be rotated on the basis of seniority within classification at the work site. If an employee works the overtime or refuses the opportunity, then that employee will be placed at the bottom of the rotational list. If no employee at the site elects to work the overtime, the work will be offered on a seniority basis to the other District employees in the same classification, provided sufficient time permits such bidding. If insufficient time exists for bidding outside the site, the site supervisor may offer the work to a qualified employee at the site to work the overtime. Unless the unit member specifically requests compensatory time in lieu of pay, overtime will be paid at time and one-half, according to state and federal law.

7.9 Temporary Extra Work

7.9.1 Definition

The intent of this section is to establish the procedures for providing opportunities for unit members who are part-time or less than 12 month unit members to perform temporary extra work. “Temporary extra work” is defined as temporary additional work that clearly falls within an established bargaining unit job classification, but that is not part of regularly assigned functions of the established positions. Temporary extra work excludes work performed to cover the hours of absent employees. Temporary extra work excludes work performed on an overtime basis. Temporary extra work excludes work done by substitute and short-term employees as defined by Education Code Section 45103(d) and is not part of the classified service and the bargaining unit.

7.9.2 Eligibility

During October of each year, the District will circulate a sign-up notice to all unit members to establish eligibility for any temporary extra work opportunities for the next 12 months. District management will notify those unit members who have signed up and who are also in the appropriate job classification(s) of the availability of the temporary extra work. Unit members must notify District management of their willingness to perform the temporary extra work using the form and within time limit requested in the notification from District management.

7.9.3 Limitations

The District reserves the right to hire non-employees to perform the work in the event that no unit member has agreed to perform the temporary extra work.

7.9.4 Selection

The work will be offered first within the classification, and then to those outside the classification whom the District deems qualified. If two or more unit members within the classification are considered equal by the District, then the work will be rotated on a seniority basis within the classification.

7.9.5 Compensation

The pay shall be at the rate of the classification of the work being performed as defined in section 7.9.2. If the employee performing the work is in the same classification as the temporary extra work, the employee shall be paid at his/her usual step. If the employee performing the work is working out of class, he/she shall be paid at step one of the classification of the temporary extra work.

- 7.10 Reduction in assigned time shall be considered a lay-off. The District shall lay-off and re-employ employees only in accordance with procedures in Education Code 45298 and 45308 and its bargaining obligations under the Education Employees Relations Act (EERA)

ARTICLE 8: SALARY

8.1 Effective July 1, 2022, the Classified Salary Schedule shall be increased by 3%.

8.2 Initial Placement on Salary Schedule (new employees)

All new employees shall be placed by the Superintendent/designee at the appropriate range and step of the Salary Schedule according to the terms and conditions of the Contract. When justified, credit shall be granted to employees for prior experience within the past ten (10) years in the classification for which hired on the following basis:

8.2.1 Credit for one (1) step on the Salary Schedule shall be granted for every two (2) years of related (outside) work. Maximum placement is step 4.

8.2.2 Credit for one (1) step on the Salary Schedule shall be granted for every two (2) years of experience in related school work. Maximum placement is step 4.

8.2.3 Credit for one (1) step on the Salary Schedule shall be granted for substitute or short-term work in the District provided the employee has worked fifty percent (50%) or more for each year. Maximum placement is step 4.

8.2.4 Based on exemplary experience, the Superintendent/designee reserves the right to grant initial placement higher than step 4.

8.3 Placement on Salary Schedule (promotional)

Promotional placements will not result in loss of pay.

8.4 Payroll Errors

Whenever it is determined and supported by documents that an error has been made in the calculation or reporting in any classified employee's salary, the District shall, within five workdays following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds.

8.5 Mileage Reimbursement

Bargaining unit employees who may be requested to use their own automobiles in the performance of their duties, and who are assigned to more than one area of employment shall be reimbursed for all such travel at the current Board approved rate per mile for all driving done in the scope and course of employment.

8.6 Salary Credit For Professional Growth Increments

8.6.1 Employees are encouraged to keep abreast of new developments, techniques, methods, materials, and equipment related to their job and to extend their ability so as to qualify for promotional opportunities which may occur.

8.6.2 Procedures For Applying For Professional Growth Credit

8621 Individuals seeking approval of an activity for credit must submit a form describing the activity to a professional growth committee comprised of three members representing the classified bargaining unit.

8622 The committee will evaluate requests on the basis of the following criteria:

84221 Relationship of requested activity to job requirements

84222 Potential value to the District

84223 Relationship to promotional goals of the employee

84224 Recommendation of the supervisor

8623 Applications which have been evaluated by the committee will be returned to the employee with a notation of committee action.

8624 Approval must be obtained from the committee before the activity is undertaken.

8625 Verification of activity completion must be submitted to the Personnel Office and must be signed by the person who was in charge of the activity.

8626 A record of units completed will be maintained in the personnel file of each employee and will be made available to the employee for review upon request.

8.6.3 Credit

- 8.6.3.1 One unit of credit will be provided for each sixteen hours of approved activity which must occur outside the work schedule.
- 8.6.3.2 Nine units of credit are required to qualify for each salary increment.
- 8.6.3.3 No more than one monetary increment may be earned during each three-year period

8.6.4 Increments

- 8.6.4.1 The first increment shall be \$300 per year and shall be paid annually on June 30 as a part of each year's salary. Subsequent increases (a minimum of two) shall be an additional \$300.
- 8.6.4.2 Individuals planning to qualify for an increment must notify the Personnel Office no later than April 1. Units for which credit is claimed must be completed and verified no later than May 31.

8.6.5 Criteria For Awards

- 8.6.5.1 Professional Growth credits may be achieved through participation in any of the following categories of activity:
 - 84511 University, college and junior college courses
 - 84512 Adult education courses
 - 84513 Accredited correspondence courses
 - 84514 Trade schools – including business colleges
 - 84515 Specialized activities such as workshops or institutes which relate directly to current job duties

8.7 Staff Development While On Paid Status or When Costs Are Reimbursed By The District

- 875 If Instructional Assistant training is funded by the state, the District will participate in the program according to the state guidelines. The parties shall determine compensation, not to exceed the maximum allowed by the state. Qualified unit members must attend the full amount of the required time to be compensated. A joint CSEA-District committee shall be convened before November 1 of each school year to identify staff development topics of the Instructional Assistants.

876 Classified unit members may apply for District staff development funds to attend classes, conferences, and other training offerings. Such application must be submitted to the immediate supervisor at least one month before commencement of the staff development activity. The application must include the proposed costs and a complete description of the activity, including a statement how the activity meets the criteria listed in subsection 8.4.2.2. The District will inform the unit member of the acceptance or denial of the application within one week following the receipt from the immediate supervisor.

877 If the District pays for the cost of the training, or if the training is done while on paid work time, the unit member is not eligible for professional growth increments as set forth above in this article.

8.8 Long Term Disability Plan

A long-term disability plan will be established by CSEA and paid through employee voluntary payroll deduction.

8.9 Reimbursement For Work Shoes

Effective upon ratification of this Agreement, unit members will be reimbursed each year for protective, slip-resistant shoes necessary to the performance of their work as follows: Up to \$200 for a slip resistant sole, leather lace-up boot for maintenance unit members and up to \$100 for custodial unit members. Receipt for the purchase of the shoes must be submitted to the District as a condition of reimbursement.

8.10 Site Council Stipends

If a classified employee is asked to attend site council meetings outside of regular work hours, then the classified employee shall be compensated for such attendance at their hourly rate not to exceed \$30.00 per meeting.

ARTICLE 9: BENEFITS

9.1 Medical Benefits

Beginning with the effective dates listed below, the District will pay an amount not to exceed the following maximum monthly payment for each full-time unit member's medical, dental, and vision benefits prorated based upon the unit member's full-time equivalent (FTE) status:

Effective October 1, 2021	Effective October 1, 2022
Individual: Medical: \$ 892.00 Dental \$ 126.52 <u>Vision</u> \$ 10.96 \$ 1,029.48	Individual: Medical: \$ 962.00 Dental \$ 126.52 <u>Vision</u> \$ 10.96 \$ 1,099.48
Individual Plus One: Medical \$ 1,783.00 Dental \$ 126.52 <u>Vision</u> \$ 10.96 \$ 1,920.48	Individual Plus One: Medical \$ 1,924.00 Dental \$ 126.52 <u>Vision</u> \$ 10.96 \$ 2,061.48
Family: Unit Members Hired Before July 1, 2012 Medical \$ 2,110.62 Dental \$ 126.52 <u>Vision</u> \$ 10.96 \$ 2,248.10	Family: Unit Members Hired Before July 1, 2012 Medical \$ 2,247.87 Dental \$ 126.52 <u>Vision</u> \$ 10.96 \$ 2,385.35
Family: Unit Members Hired on or After July 1, 2012 Medical \$ 1,783.00 Dental \$ 126.52 <u>Vision</u> \$ 10.96 \$ 1,920.48	Family: Unit Members Hired on or After July 1, 2012 Medical \$ 1,924.00 Dental \$ 126.52 <u>Vision</u> \$ 10.96 \$ 2,061.48

9.1.1 The District will pay the premiums not to exceed the following maximum monthly payment for each full-time unit member’s medical, dental, and vision benefits prorated based upon the unit member’s full-time equivalent (FTE) status for 2022-2023 as follows:

Medical Benefits Effective October 1, 2022
<p>Individual:</p> <p>The District will pay the full cost of any increase in the premium for medical, dental and vision coverage.</p>
<p>Individual Plus One:</p> <p>The District will pay the full cost of any increase in the premium for medical, dental and vision coverage.</p>
<p>Family: Unit Members: Hired Before July 1, 2012</p> <p>The District will pay 75% of the difference between the published SISC Kaiser “Employee Plus Family” rate and the rate as it existed on October 1, 2021 any increase in healthcare and the full cost of dental and vision.</p>
<p>Family: Unit Members Hired on or After July 1, 2012</p> <p>The District will pay 50% of the difference between the published SISC Kaiser “Employee Plus Family” rate and the rate as it existed on October 1, 2021 any increase in healthcare and the full cost of dental and vision.</p>

- 9.1.2 Family Medical Premiums for Unit Members Hired Before July 1, 2012: Effective October 1, 2020, the District's maximum monthly contribution toward medical benefits shall increase by seventy-five percent (75%) of the difference between the published Self-Insured Schools of California (SISC) Family rate on October 1, 2019.
- 9.1.3 Family Medical Premiums for Unit Members Hired on or After July 1, 2012: Effective October 1, 2020, the District's maximum monthly contribution toward medical benefits shall increase by fifty percent (50%) of the difference between the published Self-Insured Schools of California (SISC) Family rate on October 1, 2019.
- 9.1.4 Any unit member on the salary schedule as half time or more prior to December 1, 1992 will continue to receive full benefits.
- 9.1.5 Unit members who show proof of other comparable medical benefits may elect to receive cash in lieu of benefits, to a maximum of \$438 per month, which may be placed in a tax-sheltered annuity to the extent allowed by the IRS. The in-lieu program will be limited to those individuals who were employed in the District prior to July 2003 and who were enrolled in the cash in-lieu program prior to July 1, 2004. Application shall be made in accordance with District procedures.
- 9.1.6 The District will provide medical benefits through SISC. Prior to instituting any change from SISC, the District and CSEA shall meet to negotiate the proposed change. The District will ensure carriers selected will provide coverage for domestic partners, as defined by this Agreement.
- 9.2 Dental and Vision Benefits
- 9.2.1 The District shall pay the full premiums for dental coverage for each unit member on a pro-rata basis to hours worked effective upon ratification of an agreement concluding negotiations through June 30, 2023.
- 9.2.2 The District will pay the full premiums for the vision coverage for each benefit-eligible unit member on a pro-rata basis to hours worked upon ratification of an agreement concluding negotiations through June 30, 2023.

9.3 Retirees

- 9.3.1 A unit member who retires at age 55 or greater, and who has completed 20 years or more of District employment, and such time is equivalent to at least ten (10) years of full-time service, or who received full-time benefits for at least ten (10) years under Section 9.1.1 shall be eligible to receive the medical premium up to the same dollar amount as unit members in active status, prorated if in part-time status at the time of retirement. If retirement occurs on or after June 30, 2018, the medical premium amount will be capped at the premium rate received at the retirement date. This benefit will begin the month following the effective date of retirement and continue through the end of the month for 5 years or to age 65, whichever comes first.
- 9.3.2 After the initial period of retiree premiums pursuant to 9.3.1 is exhausted, the District shall contribute \$1,000 per year towards the cost of medical coverage for the retired member, prorated if in part-time status at the time of retirement until the member reaches age 70.
- 9.3.3 During the period of District participation in the SISC medical benefits plan, unit members retiring may, by request, continue their participation in the medical insurance coverage by making contributions according to SISC bylaws.
- 9.3.4 If the insurers agree, a retired unit member may continue in the District's dental and vision insurance plans by making premium payments as required by the District.
- 9.3.5 Effective January 1, 2018, retired unit members under age 65 who were formerly enrolled in CalPERS medical benefit plans will be afforded the opportunity to move into another medical plan and receive the same District contribution as provided in 9.3.1.

ARTICLE 10: SAFETY CONDITIONS

- 101 All members of the bargaining unit shall be obligated to report unsafe working conditions to their immediate supervisor immediately upon the identification of said conditions. Both the District and the employees share an obligation of promoting safe working conditions.
- 102 The District shall take all steps it deems reasonable and necessary to correct such conditions.
- 103 When the Superintendent or designee determines that working conditions and/or items of equipment are hazardous to life, health or limb, employees directly affected will be assigned other duties. Should the employee disagree with the above determination, he/she may ask the Safety Committee to review the matter.
- 104 When the Superintendent or designee determines that specific job assignments reasonably require safety equipment and/or apparel, the District shall furnish such items.
- 105 A Joint Safety Committee, comprised of the Superintendent's designee, one supervisor or manager, the Association President, and one other representative, shall meet a minimum of twice each school year. The Committee's purpose will be to:
- Investigate non-emergency safety issues;
 - Recommend solutions on workplace safety issues;
 - Be available to unit members for review of matters listed in Section 10.3 above; and
 - Periodically survey the unit members regarding workplace safety.
- 106 The Superintendent or designee is authorized to pay the cost of replacing or repairing employee personal property, except cash, which has been stolen or intentionally destroyed or damaged while being used for work-related purposes. Claims must be filed with the District Office within five (5) days of the occurrence and shall show that the occurrence was the result of student action.

No reimbursement shall be made for accidental damage or for any loss due to lack of personal supervision or failure to keep property in a secured area.

The maximum payment shall be the amount specified by the district's insurance carrier for such loss or the amount specified in the applicable collective bargaining agreement, whichever is less.

Reimbursement for personal items used for work-related purposes shall be made only if:

1. Use of the personal property was approved by the principal, site supervisor or designee before the property was brought to school or district premises.
2. At that time, the employee and district representative agreed on the value of the property.

107 Specialized Health Care

1071 The District shall provide necessary in-service training upon request to each unit member who is, or shall be, required to assist or aide children with special health care needs.

1072 The District shall indemnify and hold harmless from liability, arising out of the provisions of specialized health care services, any unit member who performs specialized health care services in the course and scope of his/her employment.

10.8 Legal Defense of a Unit Member

The District shall indemnify and defend the unit member if he/she is sued as a result of harassment or assault by a student and the assault were in the course and scope of employment. The indemnification and defense shall be provided in accord with the provisions of Government Code section 800 and following.

ARTICLE 11: GRIEVANCE PROCEDURE

11.1 Definitions

- 11.1.1 A “grievance” is a claim by one or more unit members that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.
- 11.1.2 A “grievant” is the unit member or members making the claim, or the CSEA.
- 11.1.3 A “day” is any day on which the District Office is open for business.

11.2 Purpose

- 11.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting members of the Association. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 11.2.2 Since it is important that grievances be processed as rapidly as possible, the time limit specified at each level should be considered to be maximum and every effort should be made to expedite the process. In unusual circumstances, the time limits may be extended by mutual agreement.
- 11.2.3 In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and the grievant, by reason of prior commitments, is unable to continue with the processing of the grievance through the summer, the parties shall meet and work out an appropriate schedule for the completion of the grievance process.

11.3 Formal Level

11.3.1 Level I

- 11.3.1.1 Within 30 days after the occurrence of the acts or events giving rise to the grievance, the grievant must present the grievance in writing on the form mutually agreed upon by CSEA and the District to the grievant’s immediate supervisor. However, the grievant shall be encouraged to discuss the issues informally with the appropriate District official before actually filing the grievance. The District will extend the time limit for

filing the grievance if there is a reasonable probability the grievance can be resolved informally.

11.3.12 This statement shall be a clear, concise statement of the grievance, with the specific section of the collective bargaining agreement allegedly violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

11.3.1.3 Within 10 days after receipt of the written grievance, the immediate supervisor shall meet with the grievant in an effort to resolve it. Within 10 days thereafter, the supervisor shall communicate the decision in writing to the grievant.

11.4.2 Level II

11.4.2.1 If the grievant is not satisfied with the disposition of the grievance at Level I, or if no written decision has been rendered within 10 days after the meeting with the immediate supervisor, the grievant may, within 10 days, appeal the decision to the Superintendent.

11.4.2.2 This appeal shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal.

11.4.2.3 The Superintendent, or his designee, shall communicate his decision, in writing, to the grievant within 20 days after receiving the appeal.

11.4.3 Level III

11.4.3.1 In the event the grievant is not satisfied with the decision at Level II, the grievant may, within 10 working days after receipt of the decision from the Superintendent, or his designee, request in writing that the Association submit the grievance to either (1) arbitration or (2) review by the Board of Trustees of the Mill Valley School District. If the Association chooses not to submit the grievance to either arbitration or to review by the School Board, the decision at Level II shall be final.

11.4.3.2 Procedures to be followed in the event arbitration is chosen:

- 11.4.3.2.1 The Association shall give written notice to the Superintendent within 15 days of the request from the grievant, declaring that it wishes to submit the grievance to arbitration rather than to review by the Board of Trustees without arbitration.
- 11.4.3.2.2 The parties shall select a mutually agreeable arbitrator. In the event they are unable to agree on an arbitrator within 10 days of the Association's submittal of the grievance to arbitration, the arbitrator shall be selected from a list submitted by the State Mediation and Conciliation Service. If the grievant and the Superintendent cannot agree on an arbitrator on the list, each party shall alternately strike names until only one name remains.
- 11.4.3.2.3 The arbitrator shall conduct a hearing at which both parties may present evidence. After completing the hearing, the arbitrator shall prepare a report listing the issues, the pertinent facts, and proposed decision. This report shall be sent to the Board of Trustees, the Association, the grievant, and the Superintendent. Each party shall pay for the cost of their representation at the hearing; however, the cost of the arbitrator and other matters related to the hearing shall be borne equally by the Association and the District.
- 11.4.3.2.4 The proposed decision of the arbitrator shall be accepted by both parties, provided, however, that the Board of Trustees, within 10 days of the receipt of the arbitrator's report, may, by written notice to the grievant and the Association, decide to conduct a review of the grievance. Said review shall be based on the documents submitted at the lower levels of the grievance and the transcript of the arbitration hearing. The Board may not overturn the arbitrator's decision except when the vote to overturn is supported by at least three votes of a five-member Board. If the Board votes not to accept the arbitrator's decision, the District shall pay the Association's share of the above

listed cost for the arbitrator and miscellaneous hearing expenses.

11.4.3.3 Procedures to be followed in the event review by the Board of Trustees is chosen:

11.4.3.3.1 The Association shall give written notice within 15 days to the Superintendent declaring that it wishes to submit the grievance to review by the Board directly and chooses to forego arbitration.

11.4.3.3.2 The Superintendent shall arrange for the matter to be put on the agenda at the next regularly scheduled School Board meeting but no sooner than seven days from receipt of the notification from the Association that it wishes a Board review.

11.4.3.3.3 Should the grievant so choose, the matter shall be discussed in executivesession.

11.4 Miscellaneous

1141 No reprisals of any kind will be taken by the Superintendent, or by any member or representative of the administration or of the Board, against participants in the grievance procedure by reason of such participation.

1142 A classified employee may be represented in all stages of the grievance procedure by him or herself, or, at his or her option, by a representative of his choice.

1143 If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the grievant shall submit the grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Level II.

1144 Decisions rendered at Levels I and II of the grievance procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to the grievant and to the President of the Association.

1145 Time limits for appeal provided in each level shall begin the day following receipt of the decision by the grievant. Failure by grievant to appeal a decision within the specified time limit shall be deemed an acceptance of the decision.

- 1146 A classified employee may present grievances to District and have such grievances adjusted, without intervention of the Association, so long as the adjustment is not inconsistent with the terms of this Agreement; provided the District shall not agree to a resolution of a grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 1147 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.
- 1148 The grievant and any necessary witness shall be granted release time with pay to attend any hearing required by these grievance procedures.
- 1149 Forms for filing grievances, serving of notice, taking appeals, making reports and recommendations, and other necessary documents will be prepared by the District and submitted to the Association for review and negotiation.

ARTICLE 12: TRANSFERS AND PROMOTIONS

121 Posting of Vacancies and Employee-Initiated Transfers

- 12.1.1 All vacancies within the bargaining unit will be posted allowing sufficient time for application to be made by regular employees. The time should not be less than five (5) working days, during which the District may post for external candidates.
- 12.1.2 All unit members who meet the minimum qualifications of the vacancy shall be granted the opportunity to interview for the vacant position. Unit members shall be interviewed before any external candidate.
- 12.1.3 All other things being equal, if two employees apply for the same position within the same classification, seniority shall prevail.
- 12.1.4 If an applicant for a vacant position is not selected, the employee shall be granted a personal interview regarding the reasons for not being selected. Upon request, a representative of the employee's own choice may accompany the employee.
- 12.1.5 A committee shall conduct interviews for all the applicants for the vacancy. The committee shall be comprised of at least three persons, one of whom shall be a classified employee selected by the CSEA President.
- 12.1.6 A promotional probationary period as specified in Article 16 shall be provided to all unit members selected for a promotional position.

122 Administrative-Initiated Transfers

- 12.2.1 Notice of involuntary transfer or reassignment shall be given at least ten working days prior to transfer.
- 12.2.2 No transfer shall take place without serious considerations of a person's qualifications and abilities. In no case shall a person be transferred into a position he/she is not capable of handling.
- 12.2.3 Administrative-initiated transfers shall take place only after a meeting with the employee and the immediate supervisor. The District shall notify CSEA in writing prior to initiating any administrative transfer. The employee shall have the right to representation at the meeting and be notified of the reasons for the transfer upon request.

12.2.4 Where employees are subject to involuntary transfer and have not consented to such transfer, the employee may initiate an appeal request to the Superintendent who will review the transfer action.

ARTICLE 13: EVALUATION

- 131 The purpose of evaluation is the improvement of employee performance. The evaluation is to be positive in nature, which may include an unsatisfactory evaluation with constructive recommendations for improvement and offer of assistance where appropriate. The evaluation procedure is to be continuous in nature.
- 132 Classified employees must be evaluated twice in their first year of employment. Those with more than one year of service must be evaluated every two years. The approved evaluation form shall be the only one used when completing this process, and is attached as Appendix C.
- 133 Any employee whether probationary or permanent, may be evaluated for unsatisfactory service at any time.
- 134 Negative evaluations must specify shortcomings and be accompanied by specific recommendations for improvement.
- 135 The written appraisal shall be done by the immediate supervisor and such other supervisors as deemed advisable by the Superintendent. The evaluation shall be written, with a copy presented to the employee prior to a conference with the supervisor responsible for the evaluation.
- 136 The employee shall sign the evaluation; however, the signature of the person being evaluated does not indicate agreement with the evaluation, but merely that a copy has been received.
- 137 The employee may make written comments to attach to the evaluation and these comments shall be part of the individual personnel file.

ARTICLE 14: LEAVES

14.1 Sick Leave

- 14.1.1 10-month employees are entitled to 10 days' sick leave each school year; 10½-month employees are entitled to 10½ days, and 12-month employees to 12 days of sick leave.
- 14.1.2 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day.
- 14.1.3 An employee will receive full pay for those days of absence covered by accumulated sick leave.
- 14.1.4 When reasonably possible, all employees shall give notice of their impending absence to their immediate supervisor and register their absence using the District's absence reporting system (online or phone) during the working day preceding the absence. Employees who have registered a day-to-day absence during the previous work day using the District's absence reporting system may cancel that absence request up to two hours before their scheduled work hours in the event that the District elects to close a school for that day.
- 14.1.5 When the need for an absence arises less than one work day in advance, employees must notify the District Office as follows: 1) register their absence using the District's absence reporting system (online or phone); and 2) notify their immediate supervisor. Absent an emergency, an employee shall report an impending absence at least one hour prior to the start of his/her scheduled duties.
- 14.1.6 All employees shall indicate their intention to return to duty the following day by contacting their immediate supervisor at least thirty minutes prior to the end of their particular workday.
- 14.1.7 If an employee fails to give notice within the time limit specified of his/her intention to return after illness or accident and the substitute appears for the day's work as a result of failure to receive such notice, the substitute shall receive a full day of substitute pay and the employee shall be granted a day of personal leave which shall be deducted from sick leave.
- 14.1.8 No payment for sick leave shall be made until submission by the employee of the form presently specified by the District and signed by the employee and the immediate supervisor.

- 14.1.9 A physician's written verification of the reason for absence in excess of three days may be required by the District prior to payment. In special circumstances, however, the District may require medical verification for any absence.
- 14.1.10 Accrued sick leave which is unused shall be accumulated from year to year without limit.
- 14.1.11 Upon exhaustion of all accumulated sick leave, an employee who continues to be absent on account of illness or injury shall receive fifty percent (50%) pay for a period of time that, when combined with days of annual and accumulated sick leave, shall not exceed a total of one hundred (100) days in any school year. The paid sick leave authorized under this provision shall be exclusive of other paid leaves, such as holidays, vacation, or compensated time to which the employee may be entitled. Only one increment of fifty percent (50%) pay under this provision shall be allowed for any single and continuous absence that extends into the next school year.
- 14.1.12 Personal Necessity Leave
 - 14.1.12.1 An employee may use at his/her election, during any school year, not more than ten (10) days of accumulated sick leave in the case of personal necessity. Such leave shall be limited to matters of compelling personal necessity that require the attendance of a unit member and that are not matters of personal convenience. Personal necessity leave cannot be used for vacations or the extension of holidays.
 - 14.1.12.2 A unit member shall provide ten (10) business days' advance notice in so far as practicable, of the need to utilize personal necessity for the following reasons:
 - 14.1.12.2.1 Religious Observance
 - 14.1.12.2.2 Paternity leave for the birth or adoption of a child.
 - 14.1.12.2.3 Required Attendance in Court.
 - 14.1.12.3 The employee shall not be required to secure advance permission for leave taken for either of the following two reasons:
 - 14.1.12.3.1 Death or serious illness of a member of his/her immediate family.

14.1.12.3.2 Accident involving his/her person or property, or the person or property of a member of his/her immediate family.

14.1.12.4 Definition of immediate family of the employee:

14.1.12.4.1 Mother or Mother-in-law

14.1.12.4.2 Father or Father-in-law

14.1.12.4.3 Grandmother of the employee or spouse

14.1.12.4.4 Grandfather of the employee or spouse

14.1.12.4.5 Grandchild of the employee or of the spouse of the employee

14.1.12.4.6 Spouse

14.1.12.4.7 Domestic Partner – A “domestic partner” for purposes of this collective agreement is an individual who provides the District with a valid declaration of domestic partnership.

14.1.12.4.8 Son or Son-in-law

14.1.12.4.9 Daughter or Daughter-in-law

14.1.12.4.10 Brother or Brother-in-law

14.1.12.4.11 Sister or Sister-in-law

14.1.12.4.12 Aunt

14.1.12.4.13 Uncle

14.1.12.4.14 Any person living in the employee’s immediate household

14.1.12.4.15 Any person who has acted as a substitute for one of the above (this request will be handled on an individual request basis with the Superintendent, with written justification to be submitted upon return from bereavement leave.)

14.1.12.5 The Superintendent, at his discretion, may require proof of all personal necessity.

14.1.12.6 The employee shall submit a written request to the Superintendent to secure advance permission for personal necessity leave other than as specified in 14.1.12.2 and 14.1.12.3.

14.1.13 Maternity Disability Leave

14.1.13.1 This leave commences with the onset of disablement due to pregnancy. The employee may claim sick leave pay and/or extended disability pay for no more than that limited period of time when the employee’s physician certified in writing on the form provided by the District that she was actually physically

disabled from performing her duties because of pregnancy, miscarriage, childbirth, or recovery there from.

141.132 This leave is not intended to provide for periods of rest prior to or following childbirth or for child care. At least four months prior to the expected birth of the child, the employee shall submit to the District a physician's statement noting the expected date of birth. An employee may continue work until the onset of physical disability is verified in writing by the employee's physician on a form provided by the District.

14.1.14 Parental Leave

141.141 An employee shall be entitled to use up to 12 work weeks of parental leave for reason of the birth of a child or the placement of a child with the employee in connection with the adoption or foster care of the child by the employee.

141.142 Current and accumulated sick leave shall be used for parental leave until it is exhausted. Thereafter, the employee shall receive differential pay, or 50% pay, whichever is greater, for the remainder of the up to 12 work week period.

141.143 Parental leave shall run concurrently with unpaid leave under the California Family Rights Act (CFRA). Parental leave under this section shall be interpreted consistently with CFRA, except that an employee shall be eligible for parental leave even if he/she did not work 1,250 hours during the previous 12 months.

141.144 The total aggregate parental leave and CFRA leave shall not exceed 12 workweeks in a 12 month period. Parental leave need not be continuous from the birth, adoption, or foster care placement of the child and may be taken up to one calendar year from the birth, adoption, or foster care placement of the child.

142 Leave Due To Bereavement

14.2.1 An employee is entitled to three days of short-term leave, not deductible from accumulated sick leave, upon the death of any member of his/her immediate family. (Refer to Section 14.1.12.2 for definition of immediate family, except exclude "other person living in immediate household.") Five days will be allowed if

out-of-state travel is required. Additional days may be granted by the Superintendent.

143 Leave Due To Employee Hospitalization

1431 An employee is entitled to three days of short-term leave, not deductible from accumulated sick leave, for sudden or unexpected illness resulting in hospitalization.

144 Industrial Accident or Illness Leave

1441 Leaves under this regulation shall be available to employees as follows:

14.4.1.1 Allowable leave with pay shall not exceed 60 working days in any one fiscal year for the same accident or illness.

14.4.1.2 Allowable leave shall not be cumulative from year to year.

14.4.1.3 Industrial Accident or Illness Leave will commence on the first day of absence.

14.4.1.4 Payment for wages lost on any day shall not, when added to awards granted the employee under the Worker's Compensation laws of this State and/or compensation from District-paid Income Protection Plans, exceed the employee's actual wage if he/she were on the job.

14.4.1.5 Industrial Accident Leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under Worker's Compensation.

14.4.1.6 When an Industrial Accident or Illness occurs at a time when the full 60 days will overlap into the next 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, for the same illness or injury.

1442 In cases where the State Compensation Insurance Fund officials do classify a claim as a disability case, regular sick leave will not be deducted for absence due to the Industrial Accident or Illness until Industrial Accident or Illness Leave, if granted, has been exhausted.

1443 When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on a re-employment list for a period of 39 months. When available, during the 39-month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations (Education Code 45192).

1444 Upon return to service from any paid or unpaid leave resulting from an Industrial Accident or Industrial Illness, an employee shall be assigned to a position in his/her former class/position title ahead of any employee with a lesser amount of seniority. If no vacancy exists in his/her former class/position title, he/she may displace the most recently appointed employee in the class/position title with less seniority. If an employee's former class/position title has ceased to exist, the employee may be reassigned or placed on a suitable re-employment list.

145 Jury Duty/Subpoenaed Witness Leave

1451 Jury Duty

14.5.1.1 A leave with pay shall be granted to employees called for jury duty in the manner provided for by law. An employee who receives a jury duty summons shall submit a copy of the summons to his/her supervisor. At the conclusion of jury duty, the employee shall submit a statement from the Jury Commissioner's Office specifying the dates and time served by the employee. This shall be attached to the Absence Report. Payment shall be made to the District in the amount of the statutory fees which the employee has received for attendance as a juror, excluding the statutory mileage fee.

1452 Witness

14.5.2.1 An employee may be granted a leave with pay when subpoenaed to appear as a witness, other than as a litigant, in a court of law or other governmental tribunal. An employee requesting such leave shall submit a copy of the subpoena. At the conclusion of his/her appearance, the employee granted leave shall submit a verified statement, specifying the dates and times the employee appeared. This shall be attached

to the Absence Report. Payment shall be made by the employee to the District in the amount of the statutory fees which the employee has received for appearing as a witness, excluding the statutory mileage fee.

146 Release Time to Attend Conference

1461 CSEA shall annually be granted up to 80 hours of paid release time for use by chapter representatives to attend to CSEA business. Time may be used to attend the CSEA conference, training or other CSEA activities. Scheduling of this time shall be approved by the supervisor/superintendent.

147 Family Medical Leave

1471 Family Medical Leave is available to qualified unit members as defined by law and Board policy. This is not subject to the grievance procedures.

148 Unpaid Leave Of Absence

1481 The Board may grant to any permanent employee a leave of absence without pay for up to one year. Any employee granted this leave would not be eligible to request another such leave for at least three years from the date of his/her return.

149 Catastrophic Leave

1491 The members of the classified bargaining unit wish to establish a pool of donated sick leave to be utilized by classified bargaining unit members for the purpose of providing additional paid sick leave days in the case of catastrophic illness. The following guidelines have been developed.

1492 A pool shall be established, as needed, after July 1st for the fiscal year to which a member may donate up to five days of his/her sick leave.

1493 Donation to the pool must not reduce the amount of the donor's own available sick leave to below 20 days per year.

1494 Application for use of donated sick leave must be submitted to and approved by a committee of three members, one of whom shall be the current president of the chapter. CSEA will notify the Personnel Office of the current committee make up.

1495 The committee shall maintain a record of the donations received and forward the information directly to the person responsible for payroll administration.

1496 Application can be in the form of a signed letter of request by the employee, a member of the immediate family of the employee, or a representative of CSEA on the employee's behalf. All such requests shall be accompanied by a signed statement from the employee's physician stating the nature of the illness, the expected length of treatment, and a possible return to work date, when available.

1497 Committee approval of the application will be forwarded to the person responsible for payroll administration with a copy to the Superintendent or designee for informational purposes only.

1498 Permanent employees who have not accumulated at least 20 sick leave days may, upon leaving the district, donate up to 5 sick leave days in the year they leave.

1499 Criteria for Eligibility to Receive Catastrophic Leave Donations

14.9.9.1 The applicant must have a serious long-term illness which is verified by a physician's note containing a diagnosis and prognosis for duration of illness.

14.9.9.2 The applicant must have exhausted his/her own fully paid sick leave. The use of catastrophic leave days will run concurrently with extended/sub-differential leave.

14.9.9.3 Individuals absent due to industrial illness or accidents are not eligible for catastrophic leave donations, due to their entitlement to industrial leave.

ARTICLE 15: CSEA RIGHTS AND MEMBERSHIP DUES

15.1 Membership Dues

15.1.1 No employee shall be obligated to pay dues to CSEA until the first of the month following 30 calendar days after the employee first comes into the bargaining unit.

15.2 Dues Deductions

15.2.1 CSEA has the sole and exclusive right to have employee organization membership dues deducted by the employer for employees in the bargaining unit.

15.2.2 CSEA certifies that it will maintain individual employee authorizations for deduction of membership dues. The District shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of the bargaining unit and who have submitted payroll deduction authorization forms to CSEA. Such authorizations shall remain in effect until expressly revoked in writing by the employee. The District shall not make changes to an employee's dues deduction unless notified to do so by CSEA.

15.2.3 The District shall, without charge, pay to CSEA within 15 days of the deduction all sums so deducted.

15.3 Hold Harmless

15.3.1 CSEA agrees to reimburse the District, its officers and agents for reasonable attorney's fees and legal costs incurred after notice to CSEA in defending against any court or administrative action challenging the legality of the organizational security provisions of this agreement or the implementation thereof.

15.3.2 CSEA agrees to reimburse the District, its officers and agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organizational security provisions of this agreement or the implementation thereof, provided the District has complied with the terms of the Article and has promptly notified CSEA of its awareness of such an action.

15.3.3 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

15.4 Use of Facilities

1541 Use of Buildings And Facilities

CSEA and its members shall have the right to use school facilities for purposes of exercising rights under the Public Employment Relations Act and confer with members at hours when unit members are not required to render services and when such facilities are not otherwise in direct use by the staff in the performance of their duties. An authorized CSEA representative shall obtain advance permission from the Superintendent or designee regarding the specific time, place, and type of activity to be conducted. Permission shall be granted by the Superintendent or designee upon verification that the requested activities and use of facilities will not directly interfere with the school programs and/or duties of employees or any group that had prior use of the facility. If any damage or unusual wear is incurred during CSEA's use of the facilities, CSEA agrees to pay for the actual cost of repairs.

1542 Use of Bulletin Boards

CSEA shall have the right to post notices of activities and matters of CSEA concern on designated bulletin board space, at least one of which shall be provided in each school building in an area frequented by unit members. All items for bulletin boards must contain the date of posting and CSEA's identification. All postings on bulletin boards shall be made by an authorized CSEA representative. CSEA will not post or distribute any information on school property that is obscene, derogatory, or defamatory of the District or its personnel.

1543 Use of Mail Service

CSEA may use the District mail service and unit members' mailboxes for communications to unit members. In addition, CSEA representatives may use the District e-mail and intranet for purposes of communicating with District officials, bargaining unit members, and for incidental and necessary personal use. Any CSEA use is subject to the current District use policy.

15.5 Association Leave

Two individuals designated by CSEA, Chapter 360, unit will be given released time of five days to attend the annual CSEA conference. In addition, the Association shall have access to 40 hours per fiscal year of released time for union business. This release time is exclusive of the separate release time available to Union Stewards for Processing grievances and/or discipline representation, including Weingarten investigatory meetings, reasonable accommodation meetings, and evaluation meetings where representational rights attach. This release time is also exclusive of the time the District releases CSEA representatives to serve on District committees. The Chapter President shall submit the request to the Superintendent or designee prior to taking the leave. The Superintendent shall not deny the leave for arbitrary or capricious reasons.

15.6 Grievance Representative

CSEA shall be permitted to designate the persons who shall be granted release time for processing grievances. "Processing grievances," as used in this provision, means attending the meetings with school District administrators and the arbitration hearing, as set forth in the grievance procedure. These designated persons shall not leave their work station for grievance processing purposes without prior notification to the supervisor. Approval shall not be unreasonably withheld where an individual unit member is entitled to CSEA representation.

Job Stewards shall have the right to receive reasonable periods of release time without loss of compensation for the processing of grievances.

Whenever a meeting involving a supervisor/administrator and a grievant is held as part of the grievance procedure during the grievant's normal assigned work day, the grievant shall be provided release time for attendance at that meeting. If the grievant requests a representative present at such a meeting, and the representative also requires release time in order to be present, such release time shall be granted by the supervisor.

Any preparation for the grievance shall be done at times other than during working hours.

15.7 Membership Materials

The District will provide a CSEA, Chapter 360 membership application in the information packet provided to each new employee within the bargaining unit. The District will distribute materials furnished by the CSEA, Chapter 360, bargaining unit to all new employees who are assigned to the CSEA, Chapter 360, bargaining unit.

ARTICLE 16: PROBATION PERIODS AND DISCIPLINE PROCEDURES

16.1 Probationary Unit Members

- 16.1.1 The probation period is a continuation of the testing process. At any time during the probationary period, a unit member may be terminated for failure to satisfactorily complete the probationary testing period. Release from employment during the probationary period shall not be considered discipline.
- 16.1.2 The entry probationary period is six months or 130 days, whichever is greater. Time spent on leave of absence shall not count toward the probationary period.
- 16.1.3 A permanent unit member promoted to a higher classification will serve a six-month probationary period in the higher class. If a unit member fails to satisfactorily complete promotional probation, the unit member shall be reassigned to the position occupied by the least senior unit member with the same number of hours in the classification held by the unit member at the time of promotion if a position in the previously-held classification with the same number of hours still exists. In the event that the hours of the previously held position have been reduced, the unit member being reassigned shall not be entitled to have the hours increased. The promoted unit member has the option to return to the former position at any time up to the end of the first 10 workdays of the new position.
- 16.1.4 Before the last day of the probationary period, the District will notify the probationary unit member of the unit member's failure to satisfactorily complete probation. Unless the probationary unit member has been accused of "stigmatizing" misconduct, the probationary unit member shall have no right to a hearing and no appeal rights.

16.2 Permanent Unit Members

- 16.2.1 After satisfactorily completing the probationary period, a unit member shall become permanent. A permanent unit member shall be suspended without pay or terminated only for cause.

16.3 Discipline Procedures

- 16.3.1 The District and CSEA are supportive of the concept progressive discipline, where appropriate, which shall be followed in handling the discipline of unit members. The District shall follow the procedures in Board Policy for the

discipline of unit members. (See Appendix E). That policy shall be maintained through the duration of this Agreement. Before the Board undertakes any modification of that policy, the District will provide the Association with notice and opportunity to negotiate the proposed change that is within the scope of bargaining as defined by the Educational Employment Relations Act, Government Code Section 3450, et seq.

In utilizing progressive discipline, the following actions will be followed in order, unless the seriousness of the offense warrants a higher level of discipline:

1. Informal verbal warning conference and written notice;
2. Written reprimand;
3. Discipline less than dismissal;
4. Dismissal

Step 1: Informal Verbal Warning Conference and Written Notice

Generally, before a unit member receives a written reprimand, the unit member is counseled about expected conduct and performance through discussion with the supervisor and a review of the job description, the specific responsibilities assigned, and any unit member action or omission which falls under cause for possible disciplinary action. Training, where appropriate and if necessary, will be provided to assist the unit member in meeting the requirements of the job. Timelines for improvement to occur will be provided.

The unit member shall be entitled to representation at the informal conference. A written record of this conference will be retained by the supervisor and a copy given to the unit member. No copy of these written records shall be made a part of the unit member's personnel file unless included in subsequent disciplinary correspondence.

Step 2: Written Reprimand

When the unit member has been determined to have committed an act which constitutes cause for disciplinary action, the immediate supervisor shall give to the employee a written notice which describes any rules violated, the acts or omissions that constitute the cause, and the expected level of conduct and performance. The notice shall include suggested remediation and shall outline the consequences of failure to remediate. The notice shall include a plan of assistance as well as timelines to show improvement. The supervisor will meet with the employee to discuss the misconduct and expectations. The employee shall be entitled to representation at the meeting.

Upon receipt of written reprimand, the employee shall have ten (10) workdays to respond in writing to the charge(s); this time may be extended by mutual agreement. The written reprimand and the employee's response, if any, will be placed in the employee's personnel file.

Step 3: Discipline Less Than Dismissal

A unit member shall be subject to suspension, reduction in pay step in class, or demotion only in accordance with the provisions indicated in Appendix E.

Step 4: Dismissal

A unit member shall be subject to dismissal only in accordance with the provisions indicated in Appendix E.

Working Files

- 16.4.1 The District will not base any negative evaluation or discipline on materials contained in a supervisor's casual working file that has not also be entered into the employee's personnel file prior to taking the actions.

ARTICLE 17: RECLASSIFICATION PROCEDURE

17.1 Reclassification Defined

17.1.1 For purpose of this article, reclassification is the analysis of the existing job description against the actual duties being performed. A job reclassification may involve either an individual employee or all the employees within a classification, and will include an analysis of the appropriate relationship of the studied classification to those in the job family. The reclassification will include, but not be limited to:

- An analysis of any new job duties with a significant increase in difficulty or a significantly higher level of responsibility;
- An analysis of tasks not contemplated in the job description.
- An increase in the workload is not part of are classification.

17.2 Process of Reclassification

17.2.1 Either an employee, CSEA, or District management may initiate a request for a reclassification. This request must be made in writing to the District Office employee identified in charge of classified personnel between January 15 through March 1. A copy must be sent at the same time to the Superintendent and CSEA.

17.2.2 The Superintendent or designee will convene a Reclassification Committee comprised of the Assistant Superintendent of Business Services, the CSEA President or designee, and one appointee each of CSEA and the District. The Committee will convene between March 1 and May 1 and will complete its work by May 1 of each year.

17.2.3 The Committee will make decisions by vote of all members, with three favorable votes necessary to effectuate a decision. Release time will be provided for the CSEA representatives. If a Committee member works in a position or classification that is being studied, the member will be temporarily replaced by another by the appointing group.

17.2.4 Following the study, the Committee will make one of the following recommendations to the negotiating parties:

- That the duties are consistent with the current classification description, and the request for a range change is not warranted;
- That the duties are consistent with a higher classification, and either the job must be placed in a higher classification, or the employee must conform the current duties to those listed in the job description;
- That the duties are inconsistent with any existing job description, and the position either should be reclassified with new duties and job description, or the current job description must be retained with some modification in the duties;
- That the duties are similar to another classification within the same salary range, and the positions should be merged or consolidated.

17.3 Updating Job Descriptions

During the school year 2002-2003, the District will begin updating the job descriptions of all the classifications within the bargaining unit. Before adopting the revised job descriptions, the District will provide CSEA with notice and opportunity to negotiate on the impact of the job descriptions on mandatory subjects of negotiations.

17.4 Comparability Study

Before negotiations over a successor collective agreement begin, the District, in coordination with CSEA, will do a wage comparability study to determine if any classification does not meet comparability with similar school districts as historically defined.

ARTICLE 18: LAYOFFS

18.1 Seniority List

The District shall maintain a Seniority List that is the Classified Order of Employment indicating each bargaining unit member's length of service in the District, which shall be based on first date of paid service in probationary status. Upon request, the Association shall be given a copy of the Seniority List.

18.2 Reasons for Layoff/Notice

A layoff may occur for lack of work or lack of funds and shall be accomplished according to the Education Code requirements. The District shall provide notice which shall indicate the layoff date and inform the unit member of their hearing rights, displacement rights, if any, and reemployment rights. Procedures for layoff notice and right to hearing are set forth in Ed Code section 45117, unless the position being laid off is "specially funded" in which instance the District shall notify the unit member not less than sixty (60) calendar days prior to the effective date of the layoff.

18.3 Order Of Layoff/Seniority

Classified unit members shall be subject to layoff for lack of work or lack of funds. Whenever a classified unit member is laid off, the order of layoff within the class shall be determined by length of service. Length of service shall be defined as hire date in the class. The unit member with the least seniority in the class, plus higher related classes, shall be laid off first. Re-employment shall be in the reverse order of layoff. If two (2) or more unit members subject to layoff have equal class seniority, the determination as to who shall be laid off will be made by lot.

18.4 Displacement Rights

A unit member shall be entitled to bump or displace other employees according to the provisions of Education Code Sections 45308 and 45117.

18.5 Voluntary Demotions and Reductions

Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff from their present positions, rather than be classified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for re-employment for an additional period of up to 24 months. A unit member electing a voluntary demotion in lieu of layoff shall receive the rate of pay at the step of the new classification that is closest to, but not exceeding, the former rate of pay.

18.6 Re-Employment

Persons laid off because of lack of work or lack of funds are eligible for re-employment in accordance with Education Code Section 45298 for the period of 39 months. Unit members shall be offered re-employment in the highest rated job classification available in accordance with their class seniority. Unit members who accept a position lower than their highest former class shall retain their re-employment rights in accordance with Education Code Section 45298.

18.6.1 Notification of Acceptance Refusal

After receiving a job offer, a unit member shall notify the District of his/her intent to accept or refuse re-employment by the end of the next workday.

18.7 Benefits

Upon the unit member's request, the District will allow the laid off unit member to pay the full share of health, dental, and life insurance contributions through the month following the month in which the layoff becomes effective.

18.8 Substitute Work

Unit members on the layoff list may sign up for day-to-day substitute work with the Personnel Office indicating sites at which they are willing to work.

18.9 Retirement

A unit member may elect retirement in lieu of layoff. Retirement and reemployment from such retirement shall be accomplished according to the Education Code.

18.10 Reduction in Hours of Employment In Order To Avoid Layoff

Layoff for lack of funds or layoff for lack of work includes any involuntary reduction in hours of employment, voluntarily consented to by the unit member, in order to avoid interruption of employment by layoff. Before the District implements a reduction hours of layoff, the District shall give CSEA notice and opportunity to negotiate the decision to reduce hours and any impact that decision may have upon mandatory subjects of meeting and negotiating.

ARTICLE 19: MISCELLANEOUS PROVISIONS

19.1 Concerted Activities

The Association, officers, agents, or members will not strike, engage in a work stoppage, slow-down, or picketing in furtherance of a strike, work stoppage, slow-down, nor comply with the request of other labor negotiation(s) to engage in such activity, nor engage in any unlawful interference with the operation of the District nor utilize sick leave or personal necessity leave for purposes of concerted activities. The Association recognizes the duty and obligations of its representatives to comply with the provisions of this Agreement, and to make every reasonable effort toward inducing all its members to do so. This section shall be enforced by going directly to court without recourse to the grievance arbitration mechanism in Article 11.

19.2 Completion of Negotiations

Except as may be mutually agreed, during the term of this Agreement or as specified by the reopening provisions, the Association and District expressly waive and relinquish the right to meet and negotiate, and agree that the parties shall not be obligated to meet and negotiate with respect to any subject or matter, whether or not referred to or covered in this Agreement.

19.3 Savings Provisions

If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, that provision will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect; however, no provisions in this Agreement shall be construed to result in an illegal discriminatory act based on race, creed, sex, or national origin.

19.4 Protocols for Civil Interaction Between Staff, Parents and Guardians

The District's protocols regarding interactions between unit members and parents/guardians shall be posted at each school site and shall be distributed each year to all parents and guardians. The District will review the protocols annually with each school staff.

19.5 Work Calendar

The District shall propose its annual work calendars (Appendix B) to CSEA for negotiations no later than April 15th and shall make themselves available to negotiate an agreement prior to May 15th with distribution of the work calendar to the classified staff by June 5.

19.6 Terms and Reopeners

This Agreement shall be in effect from July 1, 2022 through June 30, 2025. The Agreement shall be considered settled for 2022-2023; in 2023-2024, and 2024-2025 there shall be reopeners for salary and benefits and one article of each party's choice. For the 2022-23 school year, there will be a mutual reopener of Article 18.

FOR THE DISTRICT:

FOR CHAPTER 360, CALIFORNIA
SCHOOL EMPLOYEES ASSOCIATION:

/S/

/S/

May 27, 2022

May 27, 2022

**Mill Valley School District
Classified Hourly Salary Schedule
2022-23
Appendix A**

	Step	1	2	3	4	6	8	10	12	14	16	18	20
Range	Position												
A	Systems Administrator III*	36.89	38.75	40.70	42.69	44.85	45.96	47.10	48.31	49.50	50.73	52.00	54.60
	Systems Administrator												
B	Reading & Math Program Specialist (RAMP)	28.86	30.31	31.82	33.44	35.09	35.99	36.88	37.81	38.75	39.72	40.73	42.73
	Physical Education Instructor-Elementary												
	English Learner Specialist												
C	Building/Grounds Maintenance	28.53	29.97	31.49	33.02	34.67	35.56	36.42	37.36	38.29	39.23	40.21	42.22
	Courier												
D	Admin Assistant Middle School	27.35	28.73	30.14	31.64	33.24	34.06	34.93	35.78	36.71	37.61	38.54	40.47
E	Admin Assistant Elementary School Site	27.01	28.39	29.80	31.31	32.89	33.71	34.56	35.41	36.31	37.22	38.15	40.06
G	Admin Assistant Registrar/Data Processor	26.34	27.70	29.05	30.51	32.04	32.84	33.64	34.51	35.35	36.26	37.16	39.02
	Food Services Coordinator												
I	Admin Assistant Student Services	25.76	26.99	28.33	29.77	31.24	32.04	32.84	33.64	34.51	35.35	36.26	38.06
	Health Specialist												
J	Custodian	25.24	26.47	27.78	29.20	30.65	31.42	32.19	33.00	33.84	34.66	35.55	37.32
	Instructional Assistant Special Ed												
L	Library Media Assistant	22.01	23.10	24.27	25.48	26.74	27.42	28.09	28.79	29.51	30.26	31.02	32.56
M	Campus Supervisor / Middle School	20.66	21.68	22.78	23.94	25.14	25.76	26.40	27.06	27.73	28.42	29.15	30.60
N	Instructional Assistant	19.59	20.57	21.59	22.68	23.81	24.40	25.00	25.64	26.27	26.93	27.61	28.98
	Instructional Assistant - Transitional Kinder/Kindergarten												
O	Instructional Assistant - Library	18.57	19.50	20.46	21.50	22.57	23.13	23.70	24.30	24.90	25.53	26.17	27.47
	Office Aide												
	Copier Aide												
	Yard Supervisor												
V	Systems Administrator II*	31.62	33.22	34.89	36.65	38.47	39.42	40.41	41.43	42.47	43.52	44.61	46.82
	Technology Support Specialist												
X	Exec Asst to Dir. of Student Support Services & DO	31.16	32.69	34.34	36.05	37.85	39.74	41.75	43.82	46.01	48.33	50.72	53.27
Y	Accounts Technician	29.66	31.15	32.68	34.33	36.05	37.85	39.74	41.75	43.82	46.01	48.33	50.72
Z	Administrative Assistant DO	28.22	29.62	31.12	32.66	34.31	36.03	37.83	39.72	41.69	43.80	45.99	48.31

*Incumbent

SALARY ADJUSTMENTS

3% Increase Effective: 7/1/2022

Step N Effective: 7/1/2022

Adopted by Governing Board:

Mill Valley School District Classified Work Calendar 2022-2023: 9.5 Month Calendar

							Work days	Holidays*	Paid Days								Work days	Holidays*	Paid Days
July 2022										January 2023									
S	M	T	W	T	F	S				S	M	T	W	T	F	S			
					1	2				1	2	3	4	5	6	7	2		
3	4	5	6	7	8	9				8	9	10	11	12	13	14	3		
10	11	12	13	14	15	16				15	16	17	18	19	20	21	16		
17	18	19	20	21	22	23				22	23	24	25	26	27	28			
24	25	26	27	28	29	30				29	30	31							
31							0	0	0								19	2	21
August 2022										February 2023									
S	M	T	W	T	F	S				S	M	T	W	Th	F	S			
	1	2	3	4	5	6							1	2	3	4			
7	8	9	10	11	12	13				5	6	7	8	9	10	11			
14	15	16	17	18	19	20	18	First Day of School; First Day of Work		12	13	14	15	16	17	18			
21	22	23	24	25	26	27				19	20	21	22	23	24	25	20		
28	29	30	31							26	27	28					21-24		
							10	0	10								15	1	16
September 2022										March 2023									
S	M	T	W	Th	F	S				S	M	T	W	Th	F	S			
				1	2	3							1	2	3	4			
4	5	6	7	8	9	10	5	Labor Day		5	6	7	8	9	10	11			
11	12	13	14	15	16	17				12	13	14	15	16	17	18			
18	19	20	21	22	23	24				19	20	21	22	23	24	25			
25	26	27	28	29	30					26	27	28	29	30	31				
							21	1	22								23	0	23
October 2022										April 2023									
S	M	T	W	T	F	S				S	M	T	W	T	F	S			
						1										1			
2	3	4	5	6	7	8				2	3	4	5	6	7	8			
9	10	11	12	13	14	15				9	10	11	12	13	14	15	4-8		
16	17	18	19	20	21	22				16	17	18	19	20	21	22			
23	24	25	26	27	28	29				23	24	25	26	27	28	29			
30	31									30									
							21	0	21								15	0	15
November 2022										May 2023									
S	M	T	W	T	F	S	1	Staff Development Day; Non-Work Day		S	M	T	W	T	F	S			
		1	2	3	4	5					1	2	3	4	5	6			
6	7	8	9	10	11	12	11	Veteran's Day		7	8	9	10	11	12	13			
13	14	15	16	17	18	19	21-23	Thanksgiving Recess		14	15	16	17	18	19	20			
20	21	22	23	24	25	26	24-25	Thanksgiving Holiday (2 days)		21	22	23	24	25	26	27			
27	28	29	30							28	29	30	31				29		
							15	3	18								22	1	23
December 2022										June 2023									
S	M	T	W	T	F	S				S	M	T	W	T	F	S			
				1	2	3								1	2	3			
4	5	6	7	8	9	10	12/19-12/30	Winter Break		4	5	6	7	8	9	10	9		
11	12	13	14	15	16	17	23	Christmas Eve Day		11	12	13	14	15	16	17			
18	19	20	21	22	23	24	26	Christmas Day		18	19	20	21	22	23	24			
25	26	27	28	29	30	31	30	New Year's Eve Day		25	26	27	28	29	30				
							12	3	15								7	0	7
										Totals							180	11	191

No School	Holiday
No school, non work day	

*In Lieu of Lincoln's Holiday and Admissions Day- Floating Holidays to be taken with mutual agreement of employee and supervisor

Mill Valley School District Classified Work Calendar 2023-2024: 9.5 Month Calendar

							Work days	Holidays*	Paid Days								Work days	Holidays*	Paid Days			
July 2023										January 2024												
S	M	T	W	T	F	S				S	M	T	W	T	F	S	1-2	New Year's Eve/Day				
						1					1	2	3	4	5	6	3-5	Winter Break; Non-Work Days				
2	3	4	5	6	7	8				7	8	9	10	11	12	13	8	Staff Development Day; Non-Work Day				
9	10	11	12	13	14	15				14	15	16	17	18	19	20						
16	17	18	19	20	21	22				21	22	23	24	25	26	27						
23	24	25	26	27	28	29				28	29	30	31				15	Martin Luther King Jr. Day				
30	31																					
							0	0	0								16	3		19		
August 2023										February 2024												
S	M	T	W	T	F	S				S	M	T	W	Th	F	S						
			1	2	3	4	5							1	2	3						
6	7	8	9	10	11	12				4	5	6	7	8	9	10						
13	14	15	16	17	18	19				11	12	13	14	15	16	17						
20	21	22	23	24	25	26	24	First Day of School; First Day of Work		18	19	20	21	22	23	24	19	President's Day				
27	28	29	30	31						25	26	27	28	29			20-23	Recess Days				
							6	0	6								16	1		17		
September 2023										March 2024												
S	M	T	W	Th	F	S				S	M	T	W	Th	F	S						
					1	2									1	2						
3	4	5	6	7	8	9	4	Labor Day		3	4	5	6	7	8	9						
10	11	12	13	14	15	16				10	11	12	13	14	15	16						
17	18	19	20	21	22	23				17	18	19	20	21	22	23						
24	25	26	27	28	29	30				24	25	26	27	28	29	30						
										31												
							20	1	21								21	0		21		
October 2023										April 2024												
S	M	T	W	T	F	S				S	M	T	W	T	F	S						
1	2	3	4	5	6	7					1	2	3	4	5	6						
8	9	10	11	12	13	14				7	8	9	10	11	12	13	8-12	Spring Break				
15	16	17	18	19	20	21				14	15	16	17	18	19	20						
22	23	24	25	26	27	28				21	22	23	24	25	26	27						
29	30	31								28	29	30										
							22	0	22								17	0		17		
November 2023										May 2024												
S	M	T	W	T	F	S	1	Staff Development Day; Non-Work Day		S	M	T	W	T	F	S						
			1	2	3	4							1	2	3	4						
5	6	7	8	9	10	11	10	Veteran's Day		5	6	7	8	9	10	11						
12	13	14	15	16	17	18	20-22	Thanksgiving Recess		12	13	14	15	16	17	18						
19	20	21	22	23	24	25	23-24	Thanksgiving Holiday (2 days)		19	20	21	22	23	24	25						
26	27	28	29	30						26	27	28	29	30	31	27	Memorial Day					
							15	3	18								22	1		23		
December 2023										June 2024												
S	M	T	W	T	F	S				S	M	T	W	T	F	S						
					1	2										1						
3	4	5	6	7	8	9				2	3	4	5	6	7	8						
10	11	12	13	14	15	16				9	10	11	12	13	14	15	13	Last Day of School; Last Day of Work				
17	18	19	20	21	22	23	25-26	Christmas Eve/Day		16	17	18	19	20	21	22						
24	25	26	27	28	29	30	27-29	Winter Break; Non-Work Days		23	24	25	26	27	28	29						
31										30												
							16	2	18								9	0		9		
										Totals							180	11	191			

No School	Holiday
No school, non work day	

*In Lieu of Lincoln's Holiday and Admissions Day- Floating Holidays to be taken with mutual agreement of employee and supervisor

Mill Valley School District Classified Work Calendar 2022-2023: 10.5 Month Calendar

							Work days	Holidays*	Paid Days								Work days	Holidays*	Paid Days	
July 2022										January 2023										
S	M	T	W	T	F	S				S	M	T	W	T	F	S				
					1	2														
3	4	5	6	7	8	9				1	2	3	4	5	6	7	2		New Year's Day	
10	11	12	13	14	15	16				8	9	10	11	12	13	14	3		Staff Dev Day-Work Day	
17	18	19	20	21	22	23				15	16	17	18	19	20	21	16		Martin Luther King Day	
24	25	26	27	28	29	30				22	23	24	25	26	27	28				
31										29	30	31								
							0	0	0								20	2	22	
August 2022										February 2023										
S	M	T	W	T	F	S				S	M	T	W	Th	F	S				
	1	2	3	4	5	6	4		First Day of Work				1	2	3	4				
7	8	9	10	11	12	13				5	6	7	8	9	10	11				
14	15	16	17	18	19	20	18		First Day of School	12	13	14	15	16	17	18				
21	22	23	24	25	26	27				19	20	21	22	23	24	25	20		President's Day	
28	29	30	31							26	27	28					21-24		Recess Days	
							20	0	20								15	1	16	
September 2022										March 2023										
S	M	T	W	Th	F	S				S	M	T	W	Th	F	S				
				1	2	3							1	2	3	4				
4	5	6	7	8	9	10	5		Labor Day	5	6	7	8	9	10	11				
11	12	13	14	15	16	17				12	13	14	15	16	17	18				
18	19	20	21	22	23	24				19	20	21	22	23	24	25				
25	26	27	28	29	30					26	27	28	29	30	31					
							21	1	22								23	0	23	
October 2022										April 2023										
S	M	T	W	T	F	S				S	M	T	W	T	F	S				
						1										1				
2	3	4	5	6	7	8				2	3	4	5	6	7	8				
9	10	11	12	13	14	15				9	10	11	12	13	14	15	10-14		Spring Break	
16	17	18	19	20	21	22				16	17	18	19	20	21	22				
23	24	25	26	27	28	29				23	24	25	26	27	28	29				
30	31									30										
							21	0	21								15	0	15	
November 2022										May 2023										
S	M	T	W	T	F	S				S	M	T	W	T	F	S				
		1	2	3	4	5	1		Staff Dev Day-Work Day	1	2	3	4	5	6					
6	7	8	9	10	11	12	11		Veteran's Day	7	8	9	10	11	12	13				
13	14	15	16	17	18	19	21-23		Thanksgiving Recess	14	15	16	17	18	19	20				
20	21	22	23	24	25	26	24-25		Thanksgiving Holiday (2 days)	21	22	23	24	25	26	27				
27	28	29	30							28	29	30	31				29		Memorial Day	
							16	3	19								22	1	23	
December 2022										June 2023										
S	M	T	W	T	F	S				S	M	T	W	T	F	S				
				1	2	3								1	2	3				
4	5	6	7	8	9	10	12/19-12/30		Winter Break	4	5	6	7	8	9	10	9		Last Day of School;	
11	12	13	14	15	16	17	23		Christmas Eve Day	11	12	13	14	15	16	17				
18	19	20	21	22	23	24	26		Christmas Day	18	19	20	21	22	23	24				
25	26	27	28	29	30	31	30		New Year's Eve Day	25	26	27	28	29	30		26		Last Day of Work	
							12	3	15								18	0	18	
										Totals										
																		203	11	214

No School	Holiday
No school, non work day	

*In Lieu of Lincoln's Holiday and Admissions Day- Floating Holidays to be taken with mutual agreement of employee and supervisor

Mill Valley School District Classified Work Calendar 2023-2024: 10.5 Month Calendar

							Work days	Holidays*	Paid Days								Work days	Holidays*	Paid Days
July 2023										January 2024									
S	M	T	W	T	F	S				S	M	T	W	T	F	S	1-2	New Year's Eve/Day	
						1					1	2	3	4	5	6	3-5	Winter Break; Non-Work Days	
2	3	4	5	6	7	8				7	8	9	10	11	12	13	8	Staff Development Day; Work Day	
9	10	11	12	13	14	15				14	15	16	17	18	19	20			
16	17	18	19	20	21	22				21	22	23	24	25	26	27			
23	24	25	26	27	28	29				28	29	30	31				15	Martin Luther King Jr. Day	
30	31																		
							0	0	0								17	3	20
August 2023										February 2024									
S	M	T	W	T	F	S				S	M	T	W	Th	F	S			
		1	2	3	4	5								1	2	3			
6	7	8	9	10	11	12	10	First Day of Work		4	5	6	7	8	9	10			
13	14	15	16	17	18	19				11	12	13	14	15	16	17			
20	21	22	23	24	25	26	24	First Day of School		18	19	20	21	22	23	24	19	President's Day	
27	28	29	30	31						25	26	27	28	29			20-23	Recess Days	
							16	0	16								16	1	17
September 2023										March 2024									
S	M	T	W	Th	F	S				S	M	T	W	Th	F	S			
					1	2									1	2			
3	4	5	6	7	8	9	4	Labor Day		3	4	5	6	7	8	9			
10	11	12	13	14	15	16				10	11	12	13	14	15	16			
17	18	19	20	21	22	23				17	18	19	20	21	22	23			
24	25	26	27	28	29	30				24	25	26	27	28	29	30			
										31									
							20	1	21								21	0	21
October 2023										April 2024									
S	M	T	W	T	F	S				S	M	T	W	T	F	S			
1	2	3	4	5	6	7					1	2	3	4	5	6			
8	9	10	11	12	13	14				7	8	9	10	11	12	13	8-12	Spring Break	
15	16	17	18	19	20	21				14	15	16	17	18	19	20			
22	23	24	25	26	27	28				21	22	23	24	25	26	27			
29	30	31								28	29	30							
							22	0	22								17	0	17
November 2023										May 2024									
S	M	T	W	T	F	S	1	Staff Development Day; Work Day		S	M	T	W	T	F	S			
			1	2	3	4							1	2	3	4			
5	6	7	8	9	10	11	10	Veteran's Day		5	6	7	8	9	10	11			
12	13	14	15	16	17	18	20-22	Thanksgiving Recess		12	13	14	15	16	17	18			
19	20	21	22	23	24	25	23-24	Thanksgiving Holiday (2 days)		19	20	21	22	23	24	25			
26	27	28	29	30						26	27	28	29	30	31	27	Memorial Day		
							16	3	19								22	1	23
December 2023										June 2024									
S	M	T	W	T	F	S				S	M	T	W	T	F	S			
					1	2										1			
3	4	5	6	7	8	9				2	3	4	5	6	7	8			
10	11	12	13	14	15	16				9	10	11	12	13	14	15	13	Last Day of School	
17	18	19	20	21	22	23	25-26	Christmas Eve/Day		16	17	18	19	20	21	22			
24	25	26	27	28	29	30	27-29	Winter Break; Non-Work Days		23	24	25	26	27	28	29	28	Last Day of Work	
31										30									
							16	2	18								20	0	20
										Totals							203	11	214

No School	Holiday
No school, non work day	

*In Lieu of Lincoln's Holiday and Admissions Day- Floating Holidays to be taken with mutual agreement of employee and supervisor

Mill Valley School District Classified Work Calendar 2022-2023: 12 Month Calendar

							Work days	Holidays*	Paid Days								Work days	Holidays*	Paid Days
July 2022										January 2023									
S	M	T	W	T	F	S				S	M	T	W	T	F	S			
					1	2													
3	4	5	6	7	8	9	4	Independence Day		1	2	3	4	5	6	7	2	New Year's Day	
10	11	12	13	14	15	16				8	9	10	11	12	13	14			
17	18	19	20	21	22	23				15	16	17	18	19	20	21	16	Martin Luther King Day	
24	25	26	27	28	29	30				22	23	24	25	26	27	28			
31										29	30	31							
							20	1	21								20	2	22
August 2022										February 2023									
S	M	T	W	T	F	S				S	M	T	W	Th	F	S			
	1	2	3	4	5	6							1	2	3	4			
7	8	9	10	11	12	13				5	6	7	8	9	10	11			
14	15	16	17	18	19	20	18	First Day of School		12	13	14	15	16	17	18			
21	22	23	24	25	26	27				19	20	21	22	23	24	25	20	President's Day	
28	29	30	31							26	27	28							
							23	0	23								19	1	20
September 2022										March 2023									
S	M	T	W	Th	F	S				S	M	T	W	Th	F	S			
				1	2	3							1	2	3	4			
4	5	6	7	8	9	10	5	Labor Day		5	6	7	8	9	10	11			
11	12	13	14	15	16	17				12	13	14	15	16	17	18			
18	19	20	21	22	23	24				19	20	21	22	23	24	25			
25	26	27	28	29	30					26	27	28	29	30	31				
							21	1	22								23	0	23
October 2022										April 2023									
S	M	T	W	T	F	S				S	M	T	W	T	F	S			
						1										1			
2	3	4	5	6	7	8				2	3	4	5	6	7	8			
9	10	11	12	13	14	15				9	10	11	12	13	14	15			
16	17	18	19	20	21	22				16	17	18	19	20	21	22			
23	24	25	26	27	28	29				23	24	25	26	27	28	29			
30	31						21	0	21	30							20	0	20
November 2022										May 2023									
S	M	T	W	T	F	S				S	M	T	W	T	F	S			
		1	2	3	4	5					1	2	3	4	5	6			
6	7	8	9	10	11	12	11	Veteran's Day		7	8	9	10	11	12	13			
13	14	15	16	17	18	19				14	15	16	17	18	19	20			
20	21	22	23	24	25	26	24-25	Thanksgiving Holiday (2 days)		21	22	23	24	25	26	27			
27	28	29	30							28	29	30	31				29	Memorial Day	
							19	3	22								22	1	23
December 2022										June 2023									
S	M	T	W	T	F	S				S	M	T	W	T	F	S			
				1	2	3								1	2	3			
4	5	6	7	8	9	10	12/19-12/30	Winter Break		4	5	6	7	8	9	10	9	Last Day of School	
11	12	13	14	15	16	17	23	Christmas Eve Day		11	12	13	14	15	16	17			
18	19	20	21	22	23	24	26	Christmas Day		18	19	20	21	22	23	24			
25	26	27	28	29	30	31	30	New Year's Eve Day		25	26	27	28	29	30				
							19	3	22								22	0	22
										Totals									
										249								12	261

Holiday
No school, non work day

*In Lieu of Lincoln's Holiday and Admissions Day- Floating Holidays to be taken with mutual agreement of employee and supervisor

Mill Valley School District Classified Work Calendar 2023-2024: 12 Month Calendar

							Work days	Holidays*	Paid Days								Work days	Holidays*	Paid Days
July 2023										January 2024									
S	M	T	W	T	F	S				S	M	T	W	T	F	S			
						1					1	2	3	4	5	6	1-2	New Year's Eve/Day	
2	3	4	5	6	7	8	4	Independence Day		7	8	9	10	11	12	13			
9	10	11	12	13	14	15				14	15	16	17	18	19	20	15	Martin Luther King Day	
16	17	18	19	20	21	22				21	22	23	24	25	26	27			
23	24	25	26	27	28	29				28	29	30	31						
30	31																		
							20	1	21								20	3	23
August 2023										February 2024									
S	M	T	W	T	F	S				S	M	T	W	Th	F	S			
		1	2	3	4	5								1	2	3			
6	7	8	9	10	11	12				4	5	6	7	8	9	10			
13	14	15	16	17	18	19				11	12	13	14	15	16	17			
20	21	22	23	24	25	26	24	First Day of School		18	19	20	21	22	23	24	19	President's Day	
27	28	29	30	31						25	26	27	28	29					
							23	0	23								20	1	21
September 2023										March 2024									
S	M	T	W	Th	F	S				S	M	T	W	Th	F	S			
					1	2									1	2			
3	4	5	6	7	8	9	4	Labor Day		3	4	5	6	7	8	9			
10	11	12	13	14	15	16				10	11	12	13	14	15	16			
17	18	19	20	21	22	23				17	18	19	20	21	22	23			
24	25	26	27	28	29	30				24	25	26	27	28	29	30			
										31									
							20	1	21								21	0	21
October 2023										April 2024									
S	M	T	W	T	F	S				S	M	T	W	T	F	S			
1	2	3	4	5	6	7					1	2	3	4	5	6			
8	9	10	11	12	13	14				7	8	9	10	11	12	13			
15	16	17	18	19	20	21				14	15	16	17	18	19	20			
22	23	24	25	26	27	28				21	22	23	24	25	26	27			
29	30	31								28	29	30							
							22	0	22								22	0	22
November 2023										May 2024									
S	M	T	W	T	F	S				S	M	T	W	T	F	S			
			1	2	3	4							1	2	3	4			
5	6	7	8	9	10	11	10	Veteran's Day		5	6	7	8	9	10	11			
12	13	14	15	16	17	18				12	13	14	15	16	17	18			
19	20	21	22	23	24	25	23-24	Thanksgiving Holiday (2 days)		19	20	21	22	23	24	25			
26	27	28	29	30						26	27	28	29	30	31	27	Memorial Day		
							19	3	22								22	1	23
December 2023										June 2024									
S	M	T	W	T	F	S				S	M	T	W	T	F	S			
					1	2										1			
3	4	5	6	7	8	9				2	3	4	5	6	7	8			
10	11	12	13	14	15	16				9	10	11	12	13	14	15	13	Last Day of School	
17	18	19	20	21	22	23				16	17	18	19	20	21	22			
24	25	26	27	28	29	30	25-26	Christmas Eve/Day		23	24	25	26	27	28	29			
31										30									
							19	2	21								20	0	20
										Totals							248	12	260

Holiday
No school, non work day

*In Lieu of Lincoln's Holiday and Admissions Day- Floating Holidays to be taken with mutual agreement of employee and supervisor

**MILL VALLEY SCHOOL DISTRICT
CLASSIFIED EMPLOYEE EVALUATION**

NAME:	SCHOOL YEAR:
JOB TITLE:	LOCATION:

 Probationary Employee Evaluation

 Permanent Employee Evaluation

For Probationary Employee Only:

<input type="checkbox"/> Three Month Evaluation :	Do you recommend continuing employment?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Six Month Evaluation:	Do you recommend permanency?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Performance Areas	Exceeds Requirements	Meets Requirements	Needs Improvement*	Unsatisfactory*
Knowledge of required skills. Has mastery of skills that are necessary to perform services required of the position.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Acceptance & implementation of suggestions. Accepts constructive criticism from the immediate supervisor and takes steps to implement the suggestions for improvement or change.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Quality of work. Work performed is accurate, thorough, neat, and meets the expected standards of quality.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Amount of work performed. Completes assigned work on time.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adjusts to work situation. Demonstrates flexibility in order to accommodate special needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Work habits. Demonstrates ability to organize work, care for equipment, use safety considerations, work without close supervision, use initiative.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Initiative. Alert to opportunities to improve methods and skills.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attitude & cooperation. Gets along well with fellow employees, works harmoniously with others, shows enthusiasm for work.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Uses good judgment. Is capable of arriving at a logical decision appropriate to assignment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Personal appearance. Demonstrates cleanliness, good grooming, and appropriate attire.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Punctuality. Adheres to arrival, rest periods and departure times.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attendance. Demonstrates good observance of working hours with only minimal absences from work.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

****If "needs improvement" or "unsatisfactory" evaluation, a written plan for improvement must be attached.***

- Meets Requirements
- Needs Improvement
- Unsatisfactory

PLEASE TURN OVER FOR COMMENTS / SIGNATURES

NAME:	SCHOOL YEAR:
JOB TITLE:	LOCATION:

COMMENTS (EVALUATOR):

Evaluator Signature: _____ **Date:** _____

COMMENTS (EMPLOYEE):

Employee Signature*: _____ **Date:** _____

**This signature indicates that the employee has seen and discussed the evaluations report. It does not necessarily indicate complete agreement with all factors of the evaluation.*

The employee has ten days from the date of the evaluation conference to submit a written response that will be attached to the evaluation and become part of the employee's personnel file.

**MILL VALLEY SCHOOL DISTRICT
CLASSIFIED EMPLOYEE PERSONAL ASSESSMENT AND
GUIDE FOR EVALUATION DISCUSSION**

Employee Name:	
Date of Evaluation Meeting:	Time:

Instructions:

This form shall be issued to the employee *one week prior* to the scheduled evaluation meeting/conference. The employee should be prepared to discuss the following questions with the supervisor. The employee may, at his/her option, prepare notes or written responses which he/she may choose to share with the supervisor or just use for personal reference.

Topics for Discussion and Assessment:

Discussion of job performance

- What contribution do you feel you made to your school site or dept. over the last year?
- What level of support was received by the employee?
- What level of support is needed by site/dept.?
- What services can be provided to help you be more successful on the job? (i.e., job training programs, computer classes, ideas for improved procedures.)
- What staff development/professional development programs do you need?
- What are the goals for the school site or dept., and what is the plan of action for the Employee and Supervisor to meet these goals?
- What are your long term career goals at Mill Valley School District? (i.e., sharpen skills, improve communications, promotion...)

MILL VALLEY SCHOOL DISTRICT CLASSIFIED EMPLOYEE EVALUATION

The purpose of evaluation is the improvement of employee performance. The evaluation is to be positive in nature, which may include an unsatisfactory evaluation with constructive recommendations for improvement and offer of assistance where appropriate. The evaluation procedure is to be continuous in nature.

Classified employees must be evaluated twice in their first year of employment. Those with more than one year of service must be evaluated every two years.

Any employee, whether probationary or permanent, may be evaluated for unsatisfactory service at any time. Negative evaluations must specify shortcomings and be accompanied by specific recommendations for improvement.

The written appraisal shall be done by the immediate supervisor and such other supervisors as deemed advisable by the Superintendent. The evaluation shall be written, with a copy presented to the employee at a conference with the supervisor responsible for the evaluation.

The supervisor meets with employee to discuss:

- The purposes and uses of performance evaluation reports.
- When necessary, make suggestions for changes or improvements.
- If unsatisfactory evaluation, a written plan for improvement must be attached.

The employee has ten days to make written comments to attach to the evaluation and these comments shall be part of the individual personnel file.

Definition of Terms

Probationary Employee.

Classified employee with less than 9 months service in the district.

Exceeds Requirements.

Performance exceeds basic requirements.

Meets Requirements.

Performance meets standards. Opportunities for growth exist.

Permanent Employee.

Has satisfactorily completed the probationary period.

Needs Improvement.

Performance does not meet standards. Performance needs improvement to merit retention in this position.

Unsatisfactory.

Performance does not meet standards. Serious weakness in work performance, efficiency or attitude. Lack of improvement may lead to dismissal.

MILL VALLEY SCHOOL DISTRICT

GRIEVANCE FORM

Name: _____ Site: _____ Date: _____

Grievance: A claim by one or more unit members that there has been a violation, mis-interpretation, or misapplication of a provision of this Agreement.

D Informal Level Conference _____
Date Filed Conference Date Unit Member Name Supervisor Name

Statement of Grievance: _____

Alleged Violation of Contract: _____

Response by Supervisor: _____

D Resolved _____ D Unresolved, go to Level I
Date

D Level I – Immediate Supervisor _____
Date Filed Signature of Grievant

Relevant Contract Article/Section: _____ Date & Time of alleged violation: _____

Circumstances Involved: _____

Supervisor's Response: _____

D Resolved _____ D Unresolved, go to Level I
Date

Supervisor's Signature _____

D Level II – Superintendent _____
Date Filed Signature of Grievant

Reasons for the Appeal: _____

Superintendent/Designee Response: _____

D Resolved _____ D Unresolved, go to Level III _____
Date Date

Superintendent/Designee’s Signature: _____

D Level III – Arbitration/Board _____
Signature of Grievant

Date grievance submitted to Association: _____

Date Association notifies Superintendent: _____

D Arbitration or D Board Review (go to Level III below)

If Arbitrated, Date of Arbitration Hearing: _____

Recommendation of Arbitrator: _____

D Resolved _____ D Unresolved, go to Board Level _____
Date

D Level III – Board of Trustees

Date Matter Referred to Board: _____

Date Board Considers Grievance: _____

Decision of Board: _____

Board Vote: _____

Date Board Decision Sent to All Parties: _____

Regulation 4218: Dismissal/Suspension/Disciplinary Action

Status: ADOPTED

Original Adopted Date: 06/01/1994 | **Last Revised Date:** 06/16/2022 | **Last Reviewed Date:** 06/16/2022

Causes for Disciplinary Action

A permanent classified employee may be subject to suspension, demotion, involuntary reassignment, or dismissal for one or more of the following causes:

1. Immoral conduct, including, but not limited to, egregious misconduct that is the basis for a sex offense as defined in Education Code 44010, a controlled substance offense as defined in Education Code 44011, or child abuse and neglect as described in Penal Code 11165.2-11165.6
2. Conduct that constitutes a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c)
3. Unlawful discrimination, including harassment, against any student or other employee
4. Violation of or refusal to obey state or federal law or regulation, Board policy, or district or school procedure
5. Falsification of any information supplied to the district, including, but not limited to, information supplied on application forms, employment records, or any other school district records
6. Unsatisfactory performance
7. Unprofessional conduct
8. Dishonesty
9. Neglect of duty or absence without leave
10. Insubordination
11. Use of alcohol or a controlled substance while on duty or in such close time proximity thereto as to affect the employee's performance
12. Destruction or misuse of district property
13. Failure to fulfill any ongoing condition of employment including, but not limited to, maintenance of any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position
14. A physical or mental condition which precludes the employee from the proper performance of duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law
15. Retaliation against any person who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on or directly related to the job
16. Violation of Education Code 45303 or Government Code 1028 (advocacy of communism)
17. Any other misconduct which is of such nature that it causes discredit or injury to the district or the employee's

position

An employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student, or for refusing to infringe on a student's protected conduct, when that student is exercising free speech or press rights pursuant to Education Code 48907 or 48950. (Education Code 48907, 48950)

No disciplinary action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the district. (Education Code 45113)

Initiation and Notification of Charges

The Superintendent or designee shall provide notice to the employee of a recommendation for discipline, which includes the charges and materials upon which the recommendation is based. The notification shall identify an impartial district official ("Skelly officer") with whom the employee may meet at a specified time and place or to whom the employee may provide a written response to the recommendation of discipline. After meeting with the employee or considering any response from the employee, the Skelly officer shall recommend to the Superintendent or designee whether to proceed with the recommendation for discipline.

The Superintendent or designee shall file any final recommendation for a disciplinary action in writing with the Board of Trustees. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address.

The notice shall, in ordinary and concise language, inform the employee of the specific charge(s) or cause(s) for the disciplinary action, the specific acts and omissions upon which the action is based, and, if applicable, the district rule or regulation that the employee has allegedly violated. In addition, the notice shall include the employee's right to a hearing on those charges, the time within which the hearing may be requested which shall be not less than five days after service of the notice to the employee, and a card or paper which the employee may sign and file to deny the charges and request a hearing. (Education Code 45113, 45116)

Request for Board Hearing

Within the time specified in the notice of the recommendation of disciplinary action, the employee may request a hearing on the charges by signing and filing the card or paper included with the notice. (Education Code 45113)

Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of the request for a hearing. The request shall be delivered to the office of the Superintendent or designee during normal work hours of that office. If mailed to the office of the Superintendent or designee, it must be received or postmarked no later than the time limit specified by the district. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any request for a hearing on the dismissal shall also constitute a request to hear the suspension order, and the necessity of the suspension order shall be an issue in the hearing.

Employment Status Pending a Hearing

A classified employee against whom a recommendation of disciplinary action has been issued shall remain on active duty status pending any hearing on the charges, unless the Superintendent or designee determines that the employee's continuance in active duty would present an unreasonable risk of harm to students, staff, or property. The Superintendent or designee may, in writing, order the employee immediately suspended from duty without pay and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after issuance.

Compulsory Leave of Absence

Upon being informed by law enforcement that a classified employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes:

1. Any sex offense as defined in Education Code 44010

2. Violation or attempted violation of Penal Code 187 (murder or attempted murder)
3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

The Superintendent or designee may place on an immediate compulsory leave of absence a classified employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1 except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinols.

An employee's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than 10 days after the entry of judgment in the criminal proceedings. However, the compulsory leave may be extended if the Board gives notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed within 30 days from the date of service of the notice unless the employee demands a hearing on the dismissal.
