

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

**July 1, 2011 to June 30, 2015**

**Approved by the Governing Board on June 27, 2012**

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## **ARTICLE 1: AGREEMENT**

- 1.1 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").
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").
- 1.3 This Agreement shall be in effect from the date of ratification by the Governing Board through June 30, 2015.

## 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).

Account Technician

Administrative Assistant District Office

Administrative Assistant School Site Middle School

Administrative Assistant K-5 School Site

Administrative Assistant Registrar/Data Processing

Administrative Assistant Student Services

Administrative Assistant Summer School (ESY)

Building/Grounds Maintenance

Campus Supervisor / Middle School

Courier

Crossing Guard

Custodian

Executive Assistant to Director of Student Support Services & District Office

Food Services Coordinator

Instructional Assistant - Classroom

Instructional Assistant - Kindergarten

Instructional Assistant - Library

Instructional Assistant Special Ed

Instructional Assistant Special Ed Extended School Year

Instructional Assistant Summer School

Lead Custodian

Library Assistant II

Maintenance

Office Aide

Physical Education Instructor-Elementary

Reading & Math Program Specialist (RAMP)

Summer Custodian

System Administrator III

System Administrator II

- 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

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

4.2.2 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:

4.2.2.1 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.

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

4.2.2.3 Add the current year earned vacation days.

4.2.2.4 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.

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

4.2.3 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

6.1 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.

6.2 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.

### 6.3 Scheduling Of Vacations

#### 6.3.1 Less Than 12-Month Employees

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.

#### 6.3.2 12-Month Employees

6.3.2.1 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.

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

6.3.2.3 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.

6.3.2.4 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.

#### 6.4 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.

6.5 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. If the District changes the arrival and departure time of an employee by an amount greater than 3/4 hour, it shall provide the Association with written notice 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 required 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 be required to work in excess of the regular established hours of work when so requested by the management. This extra work may be required 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 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 having an average workday of four hours or more during the work week. 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 An employee having an average workday of less than four hours during a work week shall, for any work required to be performed on the seventh day following the commencement of his/her work week, be compensated for at a rate equal to one-and-one-half times the regular rate of pay of the employee designated and authorized to perform the work.
- 7.8.6 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.
- 7.8.7 Compensation for overtime will normally be paid in cash. 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
- 7.8.8 Required work on a holiday will be compensated at the rate of time-and-one-half in addition to normal holiday salary.
- 7.8.9 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 require 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

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 done by short-term employees as defined by Education Code Section 45103 and is not part of the classified service and the bargaining unit; and it also excludes any overtime opportunity, which is additional work of a regular unit position that cannot be accomplished within the work hours provided.

### 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 extra work opportunities for the next 12 months. Upon determining that temporary extra work is available that falls within the normal functions of an established classification, District management will notify those unit members on the sign-up list who are also in the appropriate job classification(s) of the availability of the work and the pay rate offered. This announcement may be done by verbal or written notice, depending on the time available and related circumstances. Unit members must notify District management in the form and time limit requested in the announcement.

### 7.9.3 Limitations

The District reserves the right to hire non-employees to perform the work, and it is not obligated to offer the extra work to any individual who cannot meet the District completion timeline, or who will require overtime, or who is not qualified to perform all the specific functions.

### 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 when the listed factors in section 7.9.3 are applied, 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 defined in section 7.9.2. There shall be no additional compensation, benefits, or seniority credit provided for the work done as Temporary Extra Work. This

special compensation provision has been negotiated under Education Code Section 45102(b).

- 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.
- 7.11 Training will be provided when appropriate. The District will determine what training is appropriate, with input from CSEA.

## ARTICLE 8: SALARY

- 8.1 Effective July 1, 2011 the Classified Salary Schedule is attached as Appendix A1. The salary schedule attached as Appendix A is effective July 1, 2012 through June 30, 2013.

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

8.6.2.1 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.

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

8.4.2.2.1 Relationship of requested activity to job requirements

8.4.2.2.2 Potential value to the District

8.4.2.2.3 Relationship to promotional goals of the employee

8.4.2.2.4 Recommendation of the supervisor

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

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

8.6.2.5 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.

8.6.2.6 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.
- 8.6.4.1 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:
  - 8.4.5.1.1 University, college and junior college courses
  - 8.4.5.1.2 Adult education courses
  - 8.4.5.1.3 Accredited correspondence courses
  - 8.4.5.1.4 Trade schools – including business colleges
  - 8.4.5.1.5 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

- 8.7.5 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.
- 8.7.6 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.

8.7.7 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

Custodial and maintenance unit members will be reimbursed up to \$60 each year for protective shoes necessary to the performance of their work. 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

9.1.1 The medical benefits will be provided by participating in the PERS Health Benefits Program, PEMHCA (Public Employees' Medical and Hospital Care Act). The District will contribute a minimum amount each month per eligible full-time unit member for an approved PERS health plan option, as specified by Government Code Section 22892. This amount shall be the District's basic medical benefits contribution. This basic amount will be increased on July 1 of each year as required by the Government Code.

The District will pay an amount which, when added to the above basic contribution, will not exceed the following maximum monthly payment for each full-time unit member's medical, dental, and vision benefits (prorated for part-time):

Effective January 1, 2013	
Individual:	
Medical	\$ 668.63
Dental	\$ 109.65
Vision	<u>\$ 11.82</u>
	\$ 790.10
Individual Plus One:	
Medical	\$ 1,337.26
Dental	\$ 109.65
Vision	<u>\$ 11.82</u>
	\$ 1458.73
Family: Unit members hired before July 1, 2012	
Medical	\$ 1,634.43
Dental	\$ 109.65
Vision	<u>\$ 11.82</u>
	\$ 1,755.90
Family: Unit members hired on or After July 1, 2012	
Medical	\$ 1,479.25
Dental	\$ 109.65
Vision	<u>\$ 11.82</u>
	\$ 1,600.72

\*Reflects changes as agreed upon in Memorandum of Understanding dated December 6, 2012.

In the absence of an agreement to increase the District's maximum monthly contribution toward benefit premiums beginning January 1, 2014, the individual unit member will be responsible for paying the premium cost in excess of the District's January 1, 2013 contribution.

#### 9.1.2 Medical Premiums

Effective January 1, 2013, the increase to the District's maximum monthly contribution toward medical benefits for Individual and Individual Plus One shall increase up to the published CalPERS Kaiser rate not to exceed eight percent (8%) of the District's maximum monthly contribution as it existed on July 1, 2012. Should the 2013 CalPERS premium rate increase exceed eight percent (8%) above the 2012 rate, the parties agree to return to the table to discuss benefit increase only.

#### 9.1.3 Family Medical Premiums for Unit Members Hired Before July 1, 2012:

Effective January 1, 2013, the District's maximum monthly contribution toward medical benefits shall increase by sixty-five percent (65%) of the difference between the published CalPERS Kaiser "Employee Plus Family" rate as it existed on December 2012 and January 2013. The increase to the District's maximum monthly contribution effective January 1, 2013 shall not exceed eight percent (8%) of the District's maximum monthly contribution as it existed on July 1, 2012 (adjusted downward for the currently agreed-to \$21.85 out-of-pocket expenses). Should the 2013 CalPERS premium rate increase exceed eight percent (8%) above the 2012 rate, the parties agree to return to the table to discuss benefit increase only.

#### 9.1.4 Family Medical Premiums for Unit Members Hired on or After July 1, 2012:

Effective January 1, 2013, the District's maximum monthly contribution toward medical benefits shall be the published CalPERS Kaiser "Individual Plus One" plus forty percent (40%) of the difference between the published Kaiser "Individual Plus One" rate and the "Employee Plus Family" rate as they existed on January 1, 2012. The increase to the District's maximum monthly contribution effective January 1, 2013 shall not exceed eight percent (8%) of the District's maximum monthly contribution as it existed on July 1, 2012 (adjusted downward for the currently agreed-to \$21.85 out-of-pocket expense). Should the 2013 CalPERS premium rate increase exceed eight percent (8%) above the 2012 rate, the parties agree to return to the table to discuss benefit increase only.

#### 9.1.5 The District will pay the full cost of the dental and vision insurance premiums for the benefits through June 30, 2013.

- 9.1.6 Any unit member on the salary schedule as half time or more prior to December 1, 1992 will continue to receive full benefits.
- 9.1.7 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.
- 9.1.8 The district will provide medical benefits through PEMHCA. Prior to instituting any change from PEMHCA, 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 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.

## 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 years of full-time service, or who received full-time benefits for 10 years under Section 9.1.3, is entitled to a District contribution in the same dollar amount as unit members in active service with the District. 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. Thereafter, until the member reaches age 70, the District shall contribute \$1,000 per year towards the cost of medical coverage of the employee, prorated for part-time service.
- 9.3.2 During the period of District participation in the CalPERS medical benefits plan, unit members retiring may, by request, continue their participation in the medical insurance coverage by making contributions according to CalPERS regulations. And if the insurers agree, a retired unit member may continue in the dental and vision insurance by making payments as required by the District.
- 9.3.3 Beginning with the July 2011 payroll period each benefit eligible unit member who works 10.5 months per year or greater and 1.0 FTE will pay \$150 per year into an irrevocable trust fund for the sole purpose of prefunding retiree medical benefits. This payment will be conditioned

upon the District's payment of an amount equivalent to the Annually Required Contribution (ARC), minus the amount attributed to the employees' annual payment.

A trust fund will be established for purposes of receiving employee and District contributions and for the paying of retiree medical premiums for eligible retirees. If the District ceases to provide a retiree medical benefit similar to the PEMHCA benefit, as required by this agreement, the District will return the contributions to the CSEA members. The District will also return the contributions made by a unit member into the trust fund upon resignation from District service, provided the unit member has been employed by the District for at least five (5) consecutive years.

#### 9.4 Retirement Incentive 2011/2012 only

##### **Terms of Eligibility:**

1. An "*eligible*" bargaining unit member is one who meets the criteria set forth below as of June 30, 2012:
  - a. is a full-time employee (defined as eight (8) hours per day, five (5) days per week, includes 10.5 month and 12 month employees);
  - b. is at least sixty-three (63) years of age;
  - c. has been credited by the District with at least ten (10) years of District service; and
  - d. submits the irrevocable "Employee Notice of Retirement" (Appendix F), but not later than June 29, 2012.
2. Provided an eligible unit member agrees to retire, and in fact retires, on or before July 31, 2012, the District shall provide each eligible retiring unit member an incentive through PARS as follows:
  - a. If one (1) eligible unit member participates, each eligible unit member will receive a Ten Thousand Dollar (\$10,000) incentive.
  - b. If at least two (2) and up to four (4) eligible unit members participate, each eligible unit member will receive a Thirteen Thousand Dollar (\$13,000) incentive.

3. The District makes no representations concerning the personal tax consequences that may result from any retiree's receipt of this payment.
4. This Agreement is valid only until close of business on June 29, 2012.

## ARTICLE 10: SAFETY CONDITIONS

- 10.1. 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.
- 10.2. The District shall take all steps it deems reasonable and necessary to correct such conditions.
- 10.3. 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.
- 10.4. When the Superintendent or designee determines that specific job assignments reasonably require safety equipment and/or apparel, the District shall furnish such items.
- 10.5. 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.
- 10.6. 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.

#### 10.7 Specialized Health Care

10.7.1 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.

10.7.2 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.

11.3.1.2 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 executive session.

#### 11.4 Miscellaneous

11.4.1 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.

11.4.2 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.

11.4.3 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.

11.4.4 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.

11.4.5 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.

11.4.6 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.

- 11.4.7 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.
- 11.4.8 The grievant and any necessary witness shall be granted release time with pay to attend any hearing required by these grievance procedures.
- 11.4.9 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

### 12.1 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 ten 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.

### 12.2 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

- 13.1 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.
- 13.2 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.
- 13.3 Any employee whether probationary or permanent, may be evaluated for unsatisfactory service at any time.
- 13.4 Negative evaluations must specify shortcomings and be accompanied by specific recommendations for improvement.
- 13.5 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.
- 13.6 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.
- 13.7 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 Except in cases of emergency, all employees shall give notice of their impending absence to their supervisor during the working day preceding the absence.
- 14.1.5 Other than Custodians, the preferred method for employees to notify the District Office of an absence is: 1) call into the District's absence/substitute finder system and 2) notify their immediate supervisor. Custodial employees must notify: 1) their immediate supervisor, 2) their site/school and 3) the District Office Payroll Specialist.
- 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, as well as notifying the substitute secretary.
- 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 If an employee exhausts his sick leave he may use that portion of his current vacation which is necessary because of continued illness beyond his credit of sick leave. The above provision will be inoperative after July 1, 2002, and will be replaced by the following: When a unit member is absent from duties on account of illness or accident for a period of five months or less, whether or not the absence arises out of or in the course of employment, the amount deducted from the salary due for any month in which the absence occurs shall not exceed the sum that is actually paid a substitute to fill the position. If the District has not adopted a salary schedule for substitute classified employees, the amount paid the substitute during any month shall be less than the salary due the absent unit member.

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 seven 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 The employee shall not be required to secure advance permission for leave taken for either of the following two reasons:

14.1.12.1.1 Death or serious illness of a member of his/her immediate family.

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

14.1.12.3 Definition of immediate family of the employee:

14.1.12.3.1 Mother

14.1.12.3.2 Father

14.1.12.3.3 Grandmother

14.1.12.3.4 Grandfather

14.1.12.3.5 Grandchild of the employee or of the spouse of the employee

14.1.12.3.6 Spouse

14.1.12.3.7 Son

14.1.12.3.8 Son-in-law

14.1.12.3.9 Daughter

14.1.12.3.10 Daughter-in-law

- 14.1.12.3.11 Brother
- 14.1.12.3.12 Brother-in-law
- 14.1.12.3.13 Sister
- 14.1.12.3.14 Sister-in-law
- 14.1.12.3.15 Aunt
- 14.1.12.3.16 Uncle
- 14.1.12.3.17 Any person living in the employee's immediate household
- 14.1.12.3.18 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.)

- 14.1.12.4 The Superintendent, at his discretion, may require proof of all personal necessity.
- 14.1.12.5 The employee shall submit a written request to the Superintendent to secure advance permission for personal necessity leave other than for the types enumerated above.
- 14.1.12.6 A personal necessity shall include appearance in court as a litigant and paternity leave for the birth or adoption of a child.

#### 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.
- 14.1.13.2 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.

#### 14.2. 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.

#### 14.3 Leave Due To Employee Hospitalization

- 14.3.1 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.

#### 14.4 Industrial Accident Or Illness Leave

- 14.4.1 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.
- 14.4.2 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.

14.4.3 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).

14.4.4 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.

#### 14.5 Jury Duty/Subpoenaed Witness Leave

##### 14.5.1 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.

##### 14.5.2 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.

#### 14.6 Release Time To Attend Conference

- 14.6.1 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.

#### 14.7. Family Medical Leave

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

#### 14.8 Unpaid Leave Of Absence

- 14.8.1 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.

#### 14.9 Catastrophic Leave

- 14.9.1 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.
- 14.9.2 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.
- 14.9.3 Donation to the pool must not reduce the amount of the donor's own available sick leave to below 20 days per year.
- 14.9.4 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.

- 14.9.5 The committee shall maintain a record of the donations received and forward the information directly to the person responsible for payroll administration.
- 14.9.6 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.
- 14.9.7 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.
- 14.9.8 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.
- 14.9.9 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 ORGANIZATIONAL SECURITY**

### **15.1 Organizational Security**

- 15.1.1 It is the mutual intention of the parties that the provisions of this Article protect the rights of individual workers without restricting CSEA's right to require every bargaining unit employee, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities.
- 15.1.2 Except as expressly exempted herein, all employees in the bargaining unit who do not maintain membership in good standing in CSEA are required, as a condition of continued employment, to pay service fees to CSEA, in amounts that do not exceed the periodic dues of CSEA, for the duration of this agreement.
- 15.1.3 No employee shall be obligated to pay dues or service fees to CSEA until the first of the month following 30 calendar days after the employee first comes into the bargaining unit.
- 15.1.4 Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to CSEA as a condition of employment. However, such an employee shall be required, in lieu of a service fee required by this agreement, to pay sums equal to such service fee to one of the following nonreligious, nonlabor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:
  - A. Kiddo! (Mill Valley Schools Community Foundation)
  - B. Hospice of Marin
  - C. United Way of Marin
- 15.1.5 Any employee claiming this religious exemption must file a written request for exemption with CSEA, Legal Department, San Jose, CA. If the request is granted, the employee shall, as a condition of continued exemption from the requirement of paying service fees to CSEA, furnish CSEA with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payment.

### **15.2 Dues And Service Fee Deductions**

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



- 15.2.2 The employer shall deduct, in accordance with the CSEA dues and service fee schedule, dues, service fees or payments to charity in lieu of service fees from the wages of all employees who are members of the bargaining unit and who have submitted payroll deduction authorization forms to the district. Such authorizations shall remain in effect until expressly revoked in writing by the employee.
- 15.2.3 The employer shall, without charge, pay to CSEA within 15 days of the deduction all sums so deducted, except that the employer shall pay to the designated charity sums deducted in lieu of service fees from the wages of employees whose requests for religious exemption pursuant to this agreement have been approved by CSEA.
- 15.2.4 Along with each monthly payment to CSEA, the employer shall, without charge, furnish CSEA with an alphabetical list of all workers in the bargaining unit, identifying them by name, social security number, months per year in paid status and annual salary, and indicating the amount deducted, if any, and whether such deduction is for dues, service fees or charitable contributions.
- 15.2.5 Nothing contained herein shall prohibit an employee from paying service fees directly to CSEA.
- 15.2.6 The employer shall immediately notify the CSEA chapter treasurer if any employee in the bargaining unit revokes a dues, service fee or payment in lieu of service fee deduction authorization.
- 15.2.7 The employer shall deduct and pay to CSEA service fees for each bargaining unit employee who is not a CSEA member in good standing and who is obligated to pay such fees, pursuant to this agreement, unless CSEA notifies the employer that the employee is paying such fees directly to CSEA. A payroll deduction authorizations form shall not be required for such deductions.
- 15.2.8 CSEA will furnish all service fee payers with an adequate explanation of the basis for the fee and the calculation of that portion of the fee which is chargeable to activities related to collective bargaining. CSEA will provide all service fee payers with a reasonably prompt opportunity to challenge this calculation before an impartial decision maker and will deposit into an interest-bearing escrow account all amounts reasonably in dispute while such challenges are pending.

### 15.3 Hold Harmless

- 15.3.1 CSEA agrees to reimburse the employer, 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 employer, its officers and agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organizational security provisions of this agreement or the implementation thereof, provided the employer 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

##### 15.4.1 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.

##### 15.4.2 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.

#### 15.4.3 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

One individual 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. 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 nine months. The District may extend the entry period by three months with CSEA's agreement.
- 16.1.3 A permanent unit member promoted to a higher classification will serve a six-month probationary period in the higher class. This period may be extended by the District for an additional three months with CSEA's agreement. 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 in the classification held by the unit member at the time of promotion. 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 or extension 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 generally 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 a reclassification.

### 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. 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 Director of Fiscal Services, the CSEA President or designee, and one appointee each of CSEA and the District. The Committee will convene in the spring and will complete its work by June 30 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 notify the unit member not less than forty-five (45) calendar days prior to the effective date of the layoff, or on/or before April 29 if the laid off employee is serving in a specially funded program which is expiring at the end of the school year.

### 18.3 Order Of Layoff

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 15<sup>th</sup> and shall make themselves available to negotiate an agreement prior to May 15<sup>th</sup> with distribution of the work calendar to the classified staff by June 5.

19.6 Terms and Reopeners

This Agreement is in effect through June 30, 2015. There shall be no reopeners in the 2012/2013 school year. In both the 2013/2014 and 2014/2015 school years, reopeners may be salary, benefits and two (2) articles per party.

FOR THE DISTRICT

/S/

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

FOR CHAPTER 360, CALIFORNIA  
SCHOOL EMPLOYEES  
ASSOCIATION

/S/

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

## **Appendices**

- A. Salary Schedules
- B. 12-13 Work Calendars
- C. Classified Evaluation Form
- D. Grievance Form
- E. AR 4218
- F. Irrevocable Notice of Retirement
- G. Medi-Cal Administrative Activities (MAA) MOU
- H. MOU Article 9.1.2, 9.1.3, 9.1.4

**Mill Valley School District  
Classified Hourly Salary Schedule  
2011-2012  
Appendix A1**

	Step	1	2	3	4	8	10	12	14	16	18
<b>Range</b>	<b>Position</b>										
<b>A</b>	<b>Systems Administrator III</b>	29.11	30.57	32.10	33.70	35.38	36.27	37.18	38.12	39.06	40.06
	<b>Bond Administration Coordinator</b>										
<b>B</b>	<b>Reading &amp; Math Program Specialist (RAMP)</b>	22.77	23.91	25.11	26.38	27.68	28.37	29.07	29.81	30.55	31.31
	<b>Systems Administrator II</b>										
	<b>Physical Education Instructor-Elementary</b>										
	<b>ELL Specialist</b>										
<b>C</b>	<b>Maintenance</b>	22.52	23.64	24.85	26.06	27.38	28.07	28.76	29.48	30.21	30.96
	<b>Courier</b>										
<b>D</b>	<b>Admin Assistant Middle School</b>	21.58	22.67	23.79	24.98	26.25	26.91	27.55	28.25	28.97	29.69
<b>E</b>	<b>Admin Assistant K-5 School Site</b>	21.31	22.41	23.51	24.71	25.95	26.59	27.26	27.94	28.63	29.36
	<b>Admin Assistant Summer School (ESY)</b>										
<b>F</b>	<b>Lead Custodian</b>	20.90	21.93	23.04	24.18	25.38	26.03	26.68	27.36	28.05	28.73
<b>G</b>	<b>Admin Assistant Registrar/Data Processor</b>	20.79	21.86	22.92	24.07	25.26	25.90	26.55	27.21	27.89	28.58
	<b>Food Services Coordinator</b>										
<b>I</b>	<b>Admin Assistant Student Services</b>	20.32	21.29	22.35	23.49	24.65	25.26	25.90	26.56	27.23	27.90
<b>J</b>	<b>Custodian</b>	19.91	20.88	21.92	23.04	24.18	24.79	25.39	26.04	26.69	27.37
	<b>Summer Custodian</b>										
<b>L</b>	<b>Instructional Assistant Special Ed</b>	16.41	17.25	18.10	19.01	19.97	20.44	20.97	21.49	22.00	22.57
	<b>Inst Asst Special Ed Extended School Year</b>										
<b>M</b>	<b>Campus Supervisor / Middle School</b>	16.30	17.10	17.97	18.88	19.82	20.31	20.82	21.34	21.88	22.42
	<b>Library Assistant II</b>										
<b>O</b>	<b>Instructional Assistant</b>	12.13	12.75	13.38	14.05	14.77	15.12	15.49	15.89	16.27	16.69
	<b>Instructional Assistant - Kindergarten</b>										
	<b>Instructional Assistant - Library</b>										
	<b>Office Aide</b>										
	<b>Crossing Guard</b>										
	<b>Instructional Assistant Summer School</b>										
<b>Q</b>	<b>Exec Asst to Dir. of Student Support Services &amp; DO</b>	20.73	21.76	22.85	24.00	25.21	26.46	27.80	29.19	30.64	32.19
<b>R</b>	<b>Account Technician</b>	21.35	22.41	23.53	24.71	25.97	27.28	28.63	30.06	31.56	33.15
<b>S</b>	<b>Administrative Assistant DO</b>	22.01	23.12	24.28	25.50	26.79	28.13	29.53	31.02	32.56	34.19

**SALARY ADJUSTMENTS**

0% Salary increase

**Mill Valley School District  
Classified Hourly Salary Schedule  
2012-2013  
Appendix A**

	Step	1	2	3	4	8	10	12	14	16	18
<b>Range</b>	<b>Position</b>										
<b>A</b>	<b>Systems Administrator III</b>	29.11	30.57	32.10	33.70	35.38	36.27	37.18	38.12	39.06	40.06
	<b>Bond Administration Coordinator</b>										
<b>B</b>	<b>Reading &amp; Math Program Specialist (RAMP)</b>	22.77	23.91	25.11	26.38	27.68	28.37	29.07	29.81	30.55	31.31
	<b>Systems Administrator II</b>										
	<b>Physical Education Instructor-Elementary</b>										
	<b>ELL Specialist</b>										
<b>C</b>	<b>Maintenance</b>	22.52	23.64	24.85	26.06	27.38	28.07	28.76	29.48	30.21	30.96
	<b>Courier</b>										
<b>D</b>	<b>Admin Assistant Middle School</b>	21.58	22.67	23.79	24.98	26.25	26.91	27.55	28.25	28.97	29.69
<b>E</b>	<b>Admin Assistant K-5 School Site</b>	21.31	22.41	23.51	24.71	25.95	26.59	27.26	27.94	28.63	29.36
	<b>Admin Assistant Summer School (ESY)</b>										
<b>F</b>	<b>Lead Custodian</b>	20.90	21.93	23.04	24.18	25.38	26.03	26.68	27.36	28.05	28.73
<b>G</b>	<b>Admin Assistant Registrar/Data Processor</b>	20.79	21.86	22.92	24.07	25.26	25.90	26.55	27.21	27.89	28.58
	<b>Food Services Coordinator</b>										
<b>I</b>	<b>Admin Assistant Student Services</b>	20.32	21.29	22.35	23.49	24.65	25.26	25.90	26.56	27.23	27.90
<b>J</b>	<b>Custodian</b>	19.91	20.88	21.92	23.04	24.18	24.79	25.39	26.04	26.69	27.37
	<b>Summer Custodian</b>										
<b>L</b>	<b>Instructional Assistant Special Ed</b>	16.41	17.25	18.10	19.01	19.97	20.44	20.97	21.49	22.00	22.57
	<b>Inst Asst Special Ed Extended School Year</b>										
<b>M</b>	<b>Campus Supervisor / Middle School</b>	16.30	17.10	17.97	18.88	19.82	20.31	20.82	21.34	21.88	22.42
	<b>Library Assistant II</b>										
<b>O</b>	<b>Instructional Assistant</b>	12.13	12.75	13.38	14.05	14.77	15.12	15.49	15.89	16.27	16.69
	<b>Instructional Assistant - Kindergarten</b>										
	<b>Instructional Assistant - Library</b>										
	<b>Office Aide</b>										
	<b>Crossing Guard</b>										
	<b>Instructional Assistant Summer School</b>										
<b>X</b>	<b>Exec Asst to Dir. of Student Support Services &amp; DO</b>	24.58	25.81	27.10	28.45	29.88	31.37	32.94	34.59	36.32	38.13
<b>Y</b>	<b>Account Technician</b>	23.40	24.57	25.80	27.09	28.44	29.86	31.36	32.93	34.57	36.30
<b>Z</b>	<b>Administrative Assistant DO</b>	22.27	23.38	24.55	25.78	27.07	28.42	29.84	31.34	32.90	34.55

**SALARY ADJUSTMENTS**

0% Salary increase

2 furlough days

Adopted by Governing Board: June 27, 2012

Mill Valley School District  
2012-2013 Classified Work Year - 9.5 Month Employees  
Appendix B

Month	Mon	Tues	Wed	Thurs	Fri	Notes	Work Days	Holidays*	Paid Days
<b>Aug</b>			1	2	3		0	0	0
	6	7	8	9	10				
	13	14	15	16	17				
	20	21	22	23	24				
	27	28	29	30	31				
<b>Sept</b>	3	4	5	6	7	9/3 - Labor Day Holiday	15	1	16
	10	11	12	13	14	9/10 - 1 <sup>st</sup> Student Day of School			
	17	18	19	20	21				
	24	25	26	27	28				
<b>Oct</b>	1	2	3	4	5		21	0	21
	8	9	10	11	12	Salary Reduction Day			
	15	16	17	18	19				
	22	23	24	25	26	10/22 Staff Development - No school			
	29	30	31						
<b>Nov</b>				1	2		18	3	21
	5	6	7	8	9				
	12	13	14	15	16	11/12 - Veteran's Day Holiday			
	19	20	21	22	23	11/22 & 11/23 - Thanksgiving Holiday (2 days)			
	26	27	28	29	30	11/21 Thanksgiving Recess			
<b>Dec</b>	3	4	5	6	7		15	3	18
	10	11	12	13	14				
	17	18	19	20	21	12/24-1/4- Winter Recess			
	24	25	26	27	28	12/24 & 12/25 - Christmas Eve & Day Holiday (2 days)			
	31					12/31 - New Year's Eve Holiday			
<b>Jan</b>		1	2	3	4	1/1 - New Year's Day Holiday	18	2	20
	7	8	9	10	11				
	14	15	16	17	18				
	21	22	23	24	25	1/21 - Martin Luther King Jr. Day Holiday			
	28	29	30	31					
<b>Feb</b>					1		17	1	19
	4	5	6	7	8				
	11	12	13	14	15	Salary Reduction Day			
	18	19	20	21	22	2/18 - President's Day Holiday			
	25	26	27	28		2/19 Recess Day			
<b>Mar</b>					1		20	0	20
	4	5	6	7	8				
	11	12	13	14	15				
	18	19	20	21	22	3/18 Staff Development - No school			
	25	26	27	28	29				
<b>Apr</b>	1	2	3	4	5		17	0	17
	8	9	10	11	12	4/8-4/12 Spring Recess			
	15	16	17	18	19				
	22	23	24	25	26				
	29	30							
<b>May</b>			1	2	3		22	1	23
	6	7	8	9	10				
	13	14	15	16	17				
	20	21	22	23	24				
	27	28	29	30	31	5/27 - Memorial Day Holiday			
<b>June</b>	3	4	5	6	7		15	0	15
	10	11	12	13	14				
	17	18	19	20	21	6/21- Last Student Day of School			
	24	25	26	27	28				
<b>TOTALS</b>							<b>178</b>	<b>11</b>	<b>189</b>

\*In Lieu of Lincoln's Day & Admissions Day - "Floating" holidays to be taken with mutual agreement of employee and supervisor

***Italics*** - Holiday      - non-work days



Mill Valley School District  
2012-2013 Classified Work Year - 10.5 Month Employees  
Appendix B

Month	Mon	Tues	Wed	Thurs	Fri	Notes	Work Days	Holidays*	Paid Days
Aug			1	2	3		12	0	12
	6	7	8	9	10				
	13	14	15	16	17	8/16 First Day of Work			
	20	21	22	23	24				
	27	28	29	30	31				
Sept	3	4	5	6	7	9/3 - Labor Day Holiday	19	1	20
	10	11	12	13	14	9/10 - 1 <sup>st</sup> Student Day of School			
	17	18	19	20	21				
	24	25	26	27	28				
Oct	1	2	3	4	5		22	0	22
	8	9	10	11	12	Salary Reduction Day			
	15	16	17	18	19				
	22	23	24	25	26	10/22 Staff Development - No school			
	29	30	31						
Nov				1	2		18	3	21
	5	6	7	8	9				
	12	13	14	15	16	11/12 - Veteran's Day Holiday			
	19	20	21	22	23	11/22 & 11/23 - Thanksgiving Holiday (2 days)			
	26	27	28	29	30	11/21 Thanksgiving Recess			
Dec	3	4	5	6	7		15	3	18
	10	11	12	13	14				
	17	18	19	20	21	12/24-1/4- Winter Recess			
	24	25	26	27	28	12/24 & 12/25 - Christmas Eve & Day Holiday (2 days)			
	31					12/31 - New Year's Eve Holiday			
Jan		1	2	3	4	1/1 - New Year's Day Holiday	18	2	20
	7	8	9	10	11				
	14	15	16	17	18				
	21	22	23	24	25	1/21 - Martin Luther King Jr. Day Holiday			
	28	29	30	31					
Feb					1		17	1	18
	4	5	6	7	8				
	11	12	13	14	15	Salary Reduction Day			
	18	19	20	21	22	2/18 - President's Day Holiday			
	25	26	27	28		2/19 Recess Day			
Mar					1		21	0	21
	4	5	6	7	8				
	11	12	13	14	15				
	18	19	20	21	22	3/18 Staff Development - No school			
	25	26	27	28	29				
Apr	1	2	3	4	5		17	0	17
	8	9	10	11	12	4/8-4/12 Spring Recess			
	15	16	17	18	19				
	22	23	24	25	26				
	29	30							
May			1	2	3		22	1	23
	6	7	8	9	10				
	13	14	15	16	17				
	20	21	22	23	24				
	27	28	29	30	31	5/27 - Memorial Day Holiday			
June	3	4	5	6	7		20	0	20
	10	11	12	13	14				
	17	18	19	20	21	6/21- Last Student Day of School			
	24	25	26	27	28				
TOTALS							201	11	212

\*In Lieu of Lincoln's Day & Admissions Day - "Floating" holidays to be taken with mutual agreement of employee and supervisor

*Italics* - Holiday      - non-work days

Mill Valley School District  
2012-2013 Classified Work Year - 12 Month Employees  
Appendix B

Month	Mon	Tues	Wed	Thurs	Fri	Notes	Work Days	Holidays*	Paid Days
<b>Jul</b>	2	3	4	5	6	7/4 July 4 <sup>th</sup> Holiday	21	1	22
	9	10	11	12	13				
	16	17	18	19	20				
	23	24	25	26	27				
	30	31							
<b>Aug</b>			1	2	3		23	0	23
	6	7	8	9	10				
	13	14	15	16	17				
	20	21	22	23	24				
	27	28	29	30	31				
<b>Sept</b>	3	4	5	6	7	9/3 - Labor Day Holiday	19	1	20
	10	11	12	13	14				
	17	18	19	20	21				
	24	25	26	27	28				
<b>Oct</b>	1	2	3	4	5		22	0	22
	8	9	10	11	12	Salary Reduction Day			
	15	16	17	18	19				
	22	23	24	25	26				
	29	30	31						
<b>Nov</b>				1	2		19	3	22
	5	6	7	8	9				
	12	13	14	15	16	11/12 - Veteran's Day Holiday			
	19	20	21	22	23	11/22 & 11/23 - Thanksgiving Holiday (2 days)			
	26	27	28	29	30				
<b>Dec</b>	3	4	5	6	7		18	3	21
	10	11	12	13	14				
	17	18	19	20	21				
	24	25	26	27	28	12/24 & 12/25 - Christmas Eve & Day Holiday (2 days)			
	31					12/31 - New Year's Eve Holiday			
<b>Jan</b>		1	2	3	4	1/1 - New Year's Day Holiday	21	2	23
	7	8	9	10	11				
	14	15	16	17	18				
	21	22	23	24	25	1/21 - Martin Luther King Jr. Day Holiday			
	28	29	30	31					
<b>Feb</b>					1		18	1	19
	4	5	6	7	8				
	11	12	13	14	15	Salary Reduction Day			
	18	19	20	21	22	2/18 - President's Day Holiday			
	25	26	27	28					
<b>Mar</b>					1		21	0	21
	4	5	6	7	8				
	11	12	13	14	15				
	18	19	20	21	22				
	25	26	27	28	29				
<b>Apr</b>	1	2	3	4	5		22	0	22
	8	9	10	11	12				
	15	16	17	18	19				
	22	23	24	25	26				
	29	30							
<b>May</b>			1	2	3		22	1	23
	6	7	8	9	10				
	13	14	15	16	17				
	20	21	22	23	24				
	27	28	29	30	31	5/27 - Memorial Day Holiday			
<b>June</b>	3	4	5	6	7		20	0	20
	10	11	12	13	14				
	17	18	19	20	21				
	24	25	26	27	28				
<b>TOTALS</b>							<b>246</b>	<b>12</b>	<b>258</b>

\*In Lieu of Lincoln's Day & Admissions Day - "Floating" holidays to be taken with mutual agreement of employee and supervisor

**Italics** - Holiday

# **MILL VALLEY SCHOOL DISTRICT CLASSIFIED EMPLOYEE EVALUATION**

<b>NAME:</b>	<b>SCHOOL YEAR:</b>
<b>JOB TITLE:</b>	<b>LOCATION:</b>

☐ 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 Require- ments	Meets Require- ments	Needs Improve- ment*	Unsatis- factory*
<b>Knowledge of required skills.</b> 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"/>
<b>Acceptance &amp; implementation of suggestions.</b> 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"/>
<b>Quality of work.</b> 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"/>
<b>Amount of work performed.</b> Completes assigned work on time.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Adjusts to work situation.</b> Demonstrates flexibility in order to accommodate special needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Work habits.</b> 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"/>
<b>Initiative.</b> Alert to opportunities to improve methods and skills.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Attitude &amp; cooperation.</b> 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"/>
<b>Uses good judgment.</b> Is capable of arriving at a logical decision appropriate to assignment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Personal appearance.</b> Demonstrates cleanliness, good grooming, and appropriate attire.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Punctuality.</b> Adheres to arrival, rest periods and departure times.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Attendance.</b> 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.***

<input type="checkbox"/>	Meets Requirements
<input type="checkbox"/>	Needs Improvement
<input type="checkbox"/>	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.*

## CLASSIFIED EMPLOYEE PERSONAL ASSESSMENT AND GUIDE FOR EVALUATION DISCUSSION

<b>Employee Name:</b>	
<b>Date of Evaluation Meeting:</b>	<b>Time:</b>

### 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.

☐ **Informal Level Conference** \_\_\_\_\_  
Date Filed Conference Date Unit Member Name Supervisor Name

Statement of Grievance: \_\_\_\_\_  
\_\_\_\_\_

Alleged Violation of Contract: \_\_\_\_\_  
\_\_\_\_\_

Response by Supervisor: \_\_\_\_\_  
\_\_\_\_\_

☐ Resolved \_\_\_\_\_ ☐ Unresolved, go to Level I  
Date

\*\*\*\*\*

☐ **Level I – Immediate Supervisor** \_\_\_\_\_  
Date Filed Signature of Grievant

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

Circumstances Involved: \_\_\_\_\_  
\_\_\_\_\_

Supervisor’s Response: \_\_\_\_\_  
\_\_\_\_\_

☐ Resolved \_\_\_\_\_ ☐ Unresolved, go to Level II  
Date

Supervisor’s Signature \_\_\_\_\_

\*\*\*\*\*

☐ **Level II – Superintendent** \_\_\_\_\_

Date Filed

Signature of Grievant

Reasons for the Appeal: \_\_\_\_\_

Superintendent/Designee Response: \_\_\_\_\_

☐ Resolved \_\_\_\_\_

Date

☐ Unresolved, go to Level III

Date

Superintendent/Designee's Signature: \_\_\_\_\_

\*\*\*\*\*

☐ **Level III – Arbitration/Board**

Signature of Grievant

Date grievance submitted to Association: \_\_\_\_\_

Date Association notifies Superintendent: \_\_\_\_\_

☐ Arbitration or

☐ Board Review (go to Level III below)

If Arbitrated, Date of Arbitration Hearing: \_\_\_\_\_

Recommendation of Arbitrator: \_\_\_\_\_

☐ Resolved

☐ Unresolved, go to Board Level

Date

\*\*\*\*\*

☐ **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: \_\_\_\_\_



**Classified Personnel**

AR 4218(a)

**DISMISSAL/SUSPENSION/DISCIPLINARY ACTION**

**Termination of Probationary Employment**

At any time prior to the expiration of the probationary period, the Superintendent or designee may, at his/her discretion, dismiss a probationary classified employee from district employment. A probationary employee shall not be entitled to a hearing.

**Involuntary Suspension Without Pay, Demotion, Reduction of Pay Step in Class, or Dismissal of Permanent Classified Employees**

Permanent classified employees shall be subject to personnel action (suspension without pay, demotion, reduction of pay step in class, dismissal) only for cause. The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

1. Causes

In addition to any disqualifying or actionable causes otherwise provided for by statute or by policy or regulation of this district, each of the following constitutes cause for personnel action against a permanent classified employee:

- a. Falsifying any information supplied to the school district, including, but not limited to, information supplied on application forms, employment records, or any other school district records.
- b. Incompetency.
- c. Inefficiency.
- d. Neglect of duty.
- e. Insubordination.
- f. Dishonesty.
- g. Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her.

*(cf. 4020 - Drug and Alcohol-Free Workplace)*

- h. Possessing or being under the influence of a controlled substance at work or away from work, or furnishing a controlled substance to a minor.

**DISMISSAL/SUSPENSION/DISCIPLINARY ACTION** (continued)

- i. Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction for this purpose.
- j. Absence without leave.
- k. Immoral conduct.
- l. Discourteous treatment of the public, students, or other employees.
- m. Improper political activity.
- n. Willful disobedience.
- o. Misuse of district property.
- p. Violation of district, Board or departmental rule, policy, or procedure.
- q. Failure to possess or keep in effect 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.
- r. Refusal to take and subscribe any oath or affirmation which is required by law in connection with his/her employment.
- s. A physical or mental disability which precludes the employee from the proper performance of his/her duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law regulating the retirement of employees.
- t. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age against the public or other employees while acting in the capacity of a district employee.
- u. Unlawful retaliation against any other district officer or employee or member of the public 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 the job or directly related thereto.

**DISMISSAL/SUSPENSION/DISCIPLINARY ACTION** (continued)

- v. Any other failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the district or his/her employment.

Except as defined in item "s" above, no personnel 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.

**2. Initiation and Notification of Charges**

The Superintendent or designee may initiate a personnel action as defined herein against a permanent classified employee.

In all cases involving a personnel action, the person initiating the action shall file a written recommendation of personnel action with the Board. 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 recommendation shall include:

- a. A statement of the nature of the personnel action (suspension without pay, demotion, reduction of pay step in class, or dismissal).
- b. A statement of the cause or causes for the personnel action, as set forth above.
- c. A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the district is alleged, the rule, policy, or regulation violated shall be stated in the recommendation.
- d. A statement of the employee's right to appeal the recommendation and the manner and time within which the appeal must be filed.
- e. A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

**3. Employment Status Pending Appeal or Waiver**

Except as provided herein, any employee against whom a recommendation of personnel action has been issued shall remain on active duty status and responsible for fulfilling the duties of the position pending his/her appeal or waiver thereof.

**DISMISSAL/SUSPENSION/DISCIPLINARY ACTION** (continued)

If the Superintendent or designee determines that a permanent classified employee should be dismissed and that his/her continuing in active duty status would present an unreasonable risk of harm to students, staff, or property while proceedings are pending, the Superintendent or designee may order the employee immediately suspended from duty without pay in conjunction with the recommendation of personnel action. This suspension order shall be in writing 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. Except in cases of emergency when the employee must be removed from the premises immediately, the Superintendent or designee shall give the employee written notice of the proposed recommendation of dismissal at least five calendar days before the effective date of any order of suspension issued in conjunction with a recommendation involving dismissal. This notice shall state that immediate suspension without pay is being considered, the reasons for the proposed dismissal and proposed immediate suspension without pay, materials upon which the proposed action is based, and the employee's right to respond to the Superintendent or designee orally or in writing before the final recommendation and order are issued.

4. Time Limit of Suspension

Except for a suspension imposed under #3 above, any suspension invoked under these rules against any one person for one or more periods shall not aggregate more than 90 calendar days in any 12-month period; however, this time limitation shall not apply to cases in which a personnel action of dismissal is modified by the Board to a suspension.

5. Right to Appeal

Within five calendar days after receiving the recommendation of personnel action described above, the employee may appeal by signing and filing the card or paper included with the recommendation. Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of appeal. A notice of appeal is filed only by delivering the notice of appeal to the office of the Superintendent or designee during normal work hours of that office. A notice of appeal may be mailed to the office of the Superintendent or designee but must be received or postmarked no later than the time limit stated herein. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any appeal of the recommendation of dismissal shall also constitute an appeal of the suspension order, and the necessity of the order shall be an issue in the appeal hearing.

**DISMISSAL/SUSPENSION/DISCIPLINARY ACTION** (continued)

If the employee fails to file a notice of appeal within the time specified in these rules, he/she shall be deemed to have waived his/her right to appeal, and the Board may order the recommended personnel action into effect immediately.

6. Amended/Supplemental Charges

At any time before an employee's appeal is finally submitted to the Board or to a hearing officer for decision, the complainant may, with the consent of the Board or hearing officer, serve on the employee and file with the Board an amended or supplemental recommendation of personnel action.

If the amended or supplemental recommendation presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare his/her defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegation may be made orally at the hearing and shall be noted on the record.

7. Hearing Procedures

- a. The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board or hearing officer and the availability of counsel and witnesses. The parties shall be notified of the time and place of the hearing. The employee shall be entitled to appear personally, produce evidence, and have counsel. The employee shall be entitled to a public hearing if he/she demands it when the Board is hearing the appeal. The complainant may also be represented by counsel. The procedure entitled "Administrative Adjudication" commencing with Government Code 11500 shall not apply to any such hearing before the Board or a hearing officer. Neither the Board nor a hearing officer shall be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the Board.
- b. All hearings shall be heard by a hearing officer (who shall be an attorney licensed in the State of California) except in those cases where the Board determines to hear the appeal itself.

In any case in which the Board hears the appeal, the Board may use the services of its counsel or a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law.

If the appeal is heard by the Board, the Board shall affirm, modify or revoke the recommended personnel action.

**DISMISSAL/SUSPENSION/DISCIPLINARY ACTION** (continued)

- c. If the appeal is heard by a hearing officer, he/she shall prepare a proposed decision in a form that may be adopted by the Board as the decision in the case. A copy of the proposed decision shall be received and filed by the Board and furnished to each party within 10 days after the proposed decision is filed by the Board. The Board may:
    - (1) Adopt the proposed decision in its entirety.
    - (2) Reduce the personnel action set forth in the proposed decision and adopt the balance of the proposed decision.
    - (3) Reject a proposed reduction in personnel action, approve the personnel action sought by the complainant or any lesser penalty, and adopt the balance of the proposed decision.
    - (4) Reject the proposed decision in its entirety.
  - d. If the Board rejects the proposed decision in its entirety, each party shall be notified of such action and the Board may decide the case upon the record including the transcript, with or without the taking of additional evidence, or may refer the case to the same or another hearing officer to take additional evidence. If the case is so assigned to a hearing officer, he/she shall prepare a proposed decision, as provided in item "c" above, upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of this proposed decision shall be furnished to each party within 10 days after the proposed decision is filed by the Board.
  - e. In arriving at a decision or a proposed decision on the propriety of the proposed personnel action, the Board or the hearing officer may consider the records of any prior personnel action proceedings against the employee in which a personnel action was ultimately sustained and any records that were contained in the employee's personnel files and introduced into evidence at the hearing.
8. Hearing Decision

The decision of the Board shall be in writing and shall contain findings of fact and the personnel action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them.

The decision of the Board shall be certified to the Superintendent or designee who recommended the personnel action, and he/she shall enforce and follow this decision. A copy of the decision shall be delivered to the appellant or his/her designated representative personally or by registered mail. The decision of the Board shall be final.

**DISMISSAL/SUSPENSION/DISCIPLINARY ACTION** (continued)

## 9. Compulsory Dismissal

The district shall not employ or retain in employment any person who has been convicted of any sex offense as defined in Education Code 44010 or any controlled substance offense as defined in Education Code 44011. However, the district may employ a person convicted of a controlled substance offense if the Board determines from the evidence it requires that the person has been rehabilitated for at least five years. If any such conviction is reversed and the person acquitted or charges dismissed except as otherwise provided below, the employee may be reemployed by the district, although reemployment is not a guarantee. (Education Code 45123)

The district reserves the right to dismiss an employee for any acts upon which the original criminal charges were based, despite the disposition by the courts. If dismissal is recommended and upheld, an employee will not be reemployed or compensated for the time he/she was suspended unless otherwise required by law. An employee shall be given notice of the possibility of not being reimbursed during mandatory suspension if he/she is ultimately dismissed for the acts upon which the original charges were based.

*Legal Reference:*EDUCATION CODE*35161 Delegation of powers and duties**44009 Conviction of specified crimes**44010 Sex offense**44011 "Controlled substance offense" defined**44940 Leave of absence; employee charged with mandatory or optional leave of absence offense**44940.5 Compulsory leave of absence; procedures; extension; compensation; bond or security; reports**45101 Definitions (including "disciplinary action," "cause")**45109 Fixing of duties**45113 Rules and regulations for classified service in districts not incorporating the merit system**45123 Employment after conviction of sex or narcotics offense**45302 Demotion and removal from permanent classified service**45303 Additional cause for suspension or dismissal of employees in classified service**45304 Suspension for reasonable cause; filing of charges; employee charged with mandatory or optional leave of absence offense*VEHICLE CODE*1808.8 School bus drivers; dismissal for safety-related cause*UNITED STATES CODE, TITLE 42*12101 -12213 Americans With Disabilities Act*COURT DECISIONS*CSEA v. Foothill Community College District, 52 Cal. App. 3rd 150, 155-156, 124 Cal. Rptr 830 (1975)*

Regulation

approved: January 13, 1997

revised: November 20, 2002

**MILL VALLEY SCHOOL DISTRICT**

Mill Valley, California

**IRREVOCABLE NOTICE OF RETIREMENT**

*Due by Close of Business June 29, 2012*

**1. ACKNOWLEDGMENT:**

I acknowledge that I have received a copy of the Tentative Agreement between the Mill Valley School District ("District") and the California School Employees Association and its Chapter #360 (CSEA) regarding the retirement incentive.

**2. OPPORTUNITY TO CONSULT:**

Before signing this acknowledgment, and submitting my Irrevocable Notice of Retirement, I had the opportunity to review that Agreement and to consult with a representative of my choice.

**3. ELECTION:**

By signing this Notice, I elect to receive an incentive for submitting my irrevocable notice of retirement to the District, as follows:

- a. If one (1) eligible unit member participates, that eligible unit member will receive a Ten Thousand Dollar (\$10,000) incentive through PARS.
- b. If at least two (2) and up to four (4) eligible unit members participate, each eligible unit member will receive a Thirteen Thousand Dollar (\$13,000) incentive through PARS.

**4. IRREVOCABLE NOTICE OF RETIREMENT:**

This is Formal Notice of:

- a. My irrevocable retirement from the District.
- b. My last day of employment as an active employee will be \_\_\_\_\_. (*Note: Date cannot be later than July 31, 2012.*)
- c. I understand that, provided my retirement incentive is funded, my decision to retire is irrevocable once this Formal Notice has been received and accepted by the District.



5. ACCEPTANCE OF TERMS:

**Lump Sum Payment:** As agreed to with PARS.

Dated: 6/14/12

Employee Name: Karen Mainini

Employee Signature: Karen Mainini

Dated: \_\_\_\_\_

Name: Markey Lees

Signature: Markey Lees 6/14/12  
Markey Lees, Labor Relations  
Representative

Dave Sullivan

**Received and Accepted by the District**

Accepted by:

Dated: 6-14-12

Name: Paul Johnson

Signature: PAUL JOHNSON

**MEMORANDUM OF UNDERSTANDING**  
**between the**  
**MILL VALLEY SCHOOL DISTRICT**  
**and the**  
**CHAPTER #360 of the**  
**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**  
  
**(Administration of MAA Funds)**

The Mill Valley School District ("District") and the Chapter #360 of California School Employees Association ("CSEA") have reached a Tentative Agreement (TA) for the 2011/2012 through 2014/2015 school years. As a result of this TA, the Parties agree to the following in regards to the administration of funds received from Medi-Cal Administrative Activities ("MAA").

1. The Parties endeavor to participate in MAA. The District anticipates a revenue stream from MAA activities beginning in the 2013/2014 school year.
2. To the extent the District receives MAA funds, the Parties agree to "pool" these funds to assist unit members enrolled in Family medical coverage with out-of-pocket premium expenses.
  - a. For the 2013-14 school year only, a "pool" shall be created with the MAA funds received by the District.
  - b. Unit members who work six (6) hours or more per day are eligible to participate in the MAA program (Administrative Assistant K-5 School Site, Administrative Assistant Middle School, Administrative Assistant Student Services, Instructional Assistant Special Ed, and Executive Assistant to Director of Student Support Services and District Office) and who are hired on or after July 1, 2012 and who are enrolled in family coverage shall receive an equal share of the classified employee pool prorated as follows: a one-time off salary schedule payment in January 2014 and a one-time off schedule payment June 2014.
  - c. These cumulative, one time off schedule payments shall not exceed the:
    - Actual cost of the plan in which the unit member is enrolled prorated; or
    - The District's maximum medical contribution established for unit members hired before July 1, 2012 who are enrolled in Family coverage prorated.
3. After distribution of the pool, any remaining funds will revert to the District for funding of medical expenses for all unit members.

FOR THE MILL VALLEY  
SCHOOL DISTRICT

By: Paul Johnson  
Dated: 6-14-12

FOR THE CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION, and its  
Chapter #360

By: Karen Mainini  
Dated: 6/14/12

Signature: Markey Lees  
Markey Lees, Labor Relations  
Representative

Dated: 6-14-12

Dave Butler

**TENTATIVE AGREEMENT**  
**between the**  
**MILL VALLEY SCHOOL DISTRICT**  
**and CHAPTER #360 of the**  
**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**

The Mill Valley School District ("District") and Chapter #360 of California School Employees Association ("CSEA") are parties to a collective bargaining agreement (CBA) which expires on June 30, 2015. Pursuant to the Agreement, there are no reopeners for 2012/2013 except that, "should the 2013 CalPERS premium rate increase exceed eight percent (8%) above the 2012 rate, the Parties agree to return to the table to discuss benefit increase only." (See sections 9.1.2, 9.1.3 and 9.1.4 of the CBA.)

Effective January 1, 2013, the cost of health and welfare benefits for unit members will increase by nine point five three percent (9.53%). This increase triggered the reopener described above.

**TERMS**

1. The Parties agree that the District shall contribute the amount of the health and welfare benefit increase above the eight percent (8%) increase, for a total additional contribution of one point five three percent (1.53%). Such contribution will be ongoing.
2. This agreement resolves all negotiations related to the health and welfare benefits reopeners for the 2012/2013 school year.
3. This is a one-time, non-precedent setting agreement between the District and CSEA.

FOR THE MILL VALLEY SCHOOL  
DISTRICT

By: Paul Johnson

Date: 11-27-12

FOR THE CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION, and its  
Chapter #360

By: Karen Minnie

Date: 11/27/12