

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

RICHMOND ELEMENTARY SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND IT'S RICHMOND CHAPTER NO. 810 (CSEA)

FEBRUARY 8, 2024 THROUGH JUNE 30, 2026

TABLE OF CONTENTS

ARTICLE	1	AGREEMENT	1
ARTICLE	2	RECOGNITION	2
ARTICLE	3	DISTRICT RIGHTS	3
ARTICLE	4	PERSONNEL FILES	4
ARTICLE	5	EVALUATIONS	5
ARTICLE	6	HOURS	6
ARTICLE	7	SALARIES	8
ARTICLE	8	HEALTH AND WELFARE BENEFITS	9
ARTICLE	9	HOLIDAYS	11
ARTICLE	10	VACATION	12
ARTICLE	11	LEAVES	13
ARTICLE	12	DISCIPLINE	20
ARTICLE	13	LAYOFF AND REEMPLOYMENT	25
ARTICLE	14	PROMOTION/TRANSFERS	27
ARTICLE	15	GRIEVANCE PROCEDURE	29
ARTICLE	16	EMPLOYEE SAFETY AND WORK-RELATED EXPENSES	33
ARTICLE	17	SUMMER SCHOOL/INTERCESSION	35
ARTICLE	18	ORGANIZATION SECURITY	36
ARTICLE	19	EMPLOYEE/ASSOCIATION RIGHTS	37
ARTICLE	20	PROBATIONARY PERIOD	41
ARTICLE	21	SAVINGS PROVISION	42
ARTICLE	22	SUPPORT OF AGREEMENT	43
ARTICLE	23	EFFECT OF AGREEMENT	44
ARTICLE	24	CONCERTED ACTIVITIES	45
ARTICLE	25	SUMMER ASSISTANCE PROGRAM	46
ARTICLE	26	RECLASSIFICATION	47
ARTICLE	27	TERM	48
APPENDIX	1	JOB CLASSIFICATIONS	49
APPENDIX	2	SALARY	64

ARTICLE 1 -AGREEMENT

- 1.1 This Agreement is made and entered into effective February 8, 2024, between the Richmond Elementary School District ("District") and the California School Employees Association its Richmond Chapter No. 810 (together "CSEA or Association").
- 1.2 The purpose of this agreement is to promote employer/employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish wages, hours of employment and other terms and conditions of employment.
- 1.3 No District employee or group of employees acting independently of the District or CSEA shall alter, amend, or modify any provision(s) of this Agreement.
- 1.4 This Agreement, when signed by the District and the Association, shall supersede all other contracts, and shall represent the sole Agreement between the District and the Association.
- 1.5 For purposes of this Agreement, and unless otherwise defined, a "day" shall be defined as any day the District office is opened for business.
- 1.6 This Agreement shall remain in full force and effect from February 8, 2024, through June 30, 2026.

ARTICLE 2 - RECOGNITION

- 2.1 The District recognizes the Association as the exclusive bargaining representative of the full time and part-time, permanent, and probationary classified bargaining unit employees, except employees employed in positions requiring certification qualifications; management, supervisory, and confidential employees, and employees not part of the classified service as defined by law.

2.1.1 CSEA and the District agree to negotiate regarding whether or not any newly created position shall constitute part of the unit or shall be deemed exempt. If no agreement is reached through those negotiations, the matter shall be referred to the Public Employees Relations Board (PERB) as required by law.

ARTICLE 3 - DISTRICT RIGHTS

- 3.1. It is understood and agreed that the District retains all of its powers and authority to direct, manage and control the District to the full extent of the law.
- 3.2. Included in, but not limited to, those duties and powers is the right to:
- a) Determine its organization.
 - b) Supervise the work of its employees.
 - c) Determine the times and hours of operation of the District.
 - d) Determine the kinds and levels of services to be provided and methods of providing them.
 - e) Establish District-wide educational policies, goals, and objectives.
 - f) Insure the rights and educational opportunities of students.
 - g) Determine staffing patterns.
 - h) Determine the number and kinds of personnel required.
 - i) Maintain the efficiency of District operations.
 - j) Build, move, or modify facilities.
 - k) Establish budget procedures and determine budgetary allocations.
 - l) Determine the methods of raising revenue.
 - m) Act on any matters in the event of an emergency.
 - n) The right is retained to:
 - 1. Hire.
 - 2. Classify.
 - 3. Assign or reassign.
 - 4. Evaluate.
 - 5. Promote.
 - 6. Terminate.
 - 7. Discipline employees under this contract and the provisions of the law.
- 3.3 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices and the use of judgment and discretion, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

ARTICLE 4 - PERSONNEL FILES

- 4.1 A personnel file for each employee shall be maintained at the District's administration office.
- 4.2 Employees shall be provided copies of any derogatory written materials at least ten (10) days before such material is placed in the employee's personnel file. Any person who places written material in an employee's personnel file shall sign and date such material. The employee shall be given an opportunity to prepare a written response to such material. In order to have the response attached to the document in question, the employee must submit the written response within ten (10) days. Any pertinent written response after ten (10) days shall be placed in the employee's personnel file but shall not be attached to the derogatory material.
- 4.3 An employee shall have the right, at reasonable times without loss of pay, to examine and obtain copies of material from the employee's personnel file.
- 4.4 Personnel files shall only be available for inspection by those duly authorized by law. The Association representative, if authorized by the employee, may examine the employee's personnel file upon request during the District's normal business hours.

ARTICLE 5 - EVALUATIONS

5.1 Evaluation By Superintendent/Principal or designee. The Superintendent/Principal or designee evaluates the employee. This is the person who assigns, checks, reviews and supervises the work of the employee on a daily basis. If an employee has more than one immediate supervisor and has been transferred or promoted, the supervisor with whom the employee spends a majority of his/her assigned time shall prepare the evaluation report. The evaluation shall be based upon the evaluator's knowledge and observation of how the employee performs. All evaluations shall be on District prescribed forms.

5.2 Frequency of Evaluation. All *probationary* employees shall be evaluated twice before the end of the probationary period with the first evaluation taking place at the completion of the third month of employment and with two (2) months between evaluations. Prior to the end of an employee's probationary period, an evaluation will be submitted to the Human Resources Office with a recommendation of retention or dismissal of the employee following an evaluation conference between the probationary employee and evaluator.

All *permanent* employees shall be evaluated at least once per year at the District's discretion before the end of the school year. All formal written evaluations shall be completed and submitted to the Human Resources Office. A copy of the evaluation will be presented to the employee following an evaluation conference between the employee and evaluator.

5.3 Personnel File. The employee signs the report to indicate that he/she has seen and discussed it with the supervisor. The employee's signature does not mean that he/she agrees with the evaluation.

All evaluative material shall be kept confidential. District administrators (on a need to know basis) and employees engaged in file management shall have access to evaluative material as provided under the law.

5.4 Conference. No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator.

5.5 Any negative evaluation shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any derogatory evaluation within ten (10) days.

5.6 The contents of any evaluation shall not be subject to the grievance procedure, however the procedure used for the evaluation of employees is subject to the grievance procedure.

ARTICLE 6 - HOURS

- 6.1 Workday. The workday for an employee shall be established and regularly fixed by the District.
- 6.2 Work Week. The work week for full-time employees shall be forty (40) hours, rendered in units of eight (8) hours, exclusive of a District-designated lunch period. The work week shall consist of five (5) workdays, normally Monday through Friday.
- 6.2.1 With majority approval of the affected employees and with proper notification, the District may change the work week schedule during non-student days and summer recess periods.
- 6.3 Reporting Time. The times for reporting for and leaving work will be established for employees by the Superintendent/Principal or their designee at point of hire.
- 6.4 Breaks. All employees shall be granted an uninterrupted rest period of fifteen (15) minutes for every four (4) hours of work at approximately the mid-point of the four (4) hour work period.
- 6.5 Lunch Period. All employees regularly assigned to work at least five (5) consecutive hours per day shall have an unpaid, uninterrupted, duty-free lunch period of not less than thirty (30) minutes. The lunch period shall be assigned by the Immediate Supervisor, normally to be taken at the conclusion of four (4) hours of service and designed to meet student and operational needs.
- 6.6 Overtime. Overtime work shall only be assigned to employees with prior approval of the Superintendent/Principal. Overtime is defined as work in excess of eight (8) hours in any one day, or in excess of forty (40) hours in any calendar week. The employee shall receive cash compensation equal to one and one-half (1½) times the regular rate of pay.
- The District shall distribute and rotate overtime as equally as possible to employees according to seniority, availability, and expertise within the job classification. The distribution/rotation of overtime to employees shall occur within the specific departments or primary worksite.
- 6.7 Extra Pay (EP). A part-time employee must receive prior approval from the Superintendent/Principal or their designee to perform work beyond regular schedule hours and up to 8 hours. This time will be recorded as Extra Pay (EP) and initialed by the Superintendent/Principal or their designee to verify approval.
- 6.8 Compensatory Time Off. Any employee may request to take compensatory time off in lieu of cash compensation for overtime work as defined in section 6.6. Such a request shall promptly be submitted on the district approved tracking form sheet to the Superintendent/Principal and a copy to Human Resources. Compensatory time off shall be granted at the appropriate rate of overtime. Compensatory time off shall be scheduled with the Superintendent/Principal's approval. At no time shall accumulated compensatory time exceed sixteen (16) hours and shall be taken and used within a twelve (12) month rolling time from which the compensatory time was earned. The employee will be paid for any compensatory time not used within the 12-month rolling period.

Earned compensatory time during fiscal year, July 1 through June 30, will be paid on the final June paycheck. June overtime claims will be paid in July.

- 6.9 Call-back and On Call Time. Any employee called back to work after completion of their regular workday and who has not received prior notice shall be compensated for a minimum of two (2) hours of work at the appropriate rate. Call-back assignments are on a voluntary basis.
- 6.10 Additional Hours. Any employee who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more, shall have his/her basic assignment changed to reflect the longer hours, effective with the next pay period. Additional hours will be offered according to Article 6.7.
- 6.11 Differential Compensation. All employees that work seven (7) or more hours will be paid a five percent (5%) differential if their shift begins on or after 12:30 p.m.
- 6.12 School Field Trips. Any classified unit member that is requested by the superintendent or his/her designee to attend a field trip shall be in paid status for the trip.

ARTICLE 7 - SALARIES

7.1 Salary: The classified salary schedule is attached as Appendix 2 for the 2023-2024 school year.

7.2 Salary Schedule. An employee shall move at a rate of one step per year of service so long as the employee has been in active status seventy-five (75%) of their required workdays.

7.3 Annual stipend: \$1,000 annual stipend as a classified lead coordinator to selected classified staff member, by seniority to assist administration regarding the school year schedule, classified absence coverage, communication updates, and addressing any concerns as the school year progresses.

7.4 Longevity Compensation: Longevity compensation shall be provided as follows:

Completion of Year 10	\$1,000.00
Completion of Year 15	\$1,250.00
Completion of Year 20	\$1,500.00
Completion of Year 25	\$1,750.00

7.5 Professional Growth. The District encourages professional growth among employees as such professional growth improves the employee's value to the District.

7.5.1 Classified professional growth constitutes a voluntary plan to provide for the betterment of the district and its employees. The following criteria shall apply.

1. Selection courses, conference, workshops, or lectures shall be related to school employment.
2. Prior written approval by the Superintendent/Principal is required before attending any session, Superintendent/Principal decision will be arbitrary or capricious and delivered equally to all. Notification must be submitted at least 15 calendar days prior to the start of the session.
3. The employee must receive a passing grade or pass where only a pass-fail grade is given or must attend all activities in order to receive any reimbursement.
4. The employee will be reimbursed for the actual cost of fees, necessary books, and materials upon presentation of verified bills to the Superintendent/Principal.
5. The employee must obtain a transcript or other appropriate notice of completion from the college or entity sponsoring the class of conference/workshop.

7.5.2 Classified employees can receive an annual stipend for college education units beyond an associate degree to a maximum of \$1,000 per year. Official transcripts must be provided to receive compensation is as follows:

\$250 for every 15 units completed per semester beyond an associate degree not to exceed a total of \$1,000 per year.

ARTICLE 8 - HEALTH AND WELFARE BENEFITS

8.1 Health and Welfare Benefits for Full-Time Employees.

- 8.1.1 Health and Welfare Benefits shall be provided to eligible employees who work six (6) hours or more per through SISC III and will include health (including Rx and mental health coverage), dental, vision, and a \$10,000 basic life insurance policy that includes accidental death and dismemberment.

8.2 Payment of Health and Welfare Benefits.

- 8.2.1 The District shall provide a "District Maximum Annual Contribution" to all full-time employees. For the purposes of this article, with the exception of Article 8.4, "full time employees" shall mean employees who work Thirty (30) hours per week.
- 8.2.2 The District's total contribution to a full-time employee for all health and welfare benefits, including, but not limited to, health, dental, vision shall not exceed \$1,265.00 per month (annually \$15,180) per employee on a twelve-month basis (the "District Maximum Annual Contribution"). Any sums in excess of the District Maximum Annual Contribution shall be paid, in advance, by the employee through monthly payroll deductions. In addition, the District will provide a life insurance policy.
- 8.2.3 Eligible unit members may choose from one of four plans offered. The four plans available shall be mutually agreed by the District and the Association.

- 8.3 IRS Section 125 Plan. The District shall offer an IRS Section 125 Cafeteria Plan. The District's Section 125 Plan shall include a Premium Only Payment Plan and Flexible Spending Accounts ("FSA") for reimbursement of eligible medical care, dependent care and other authorized expenses. Employees shall be allowed all elections permitted by law and the District's adopted Plan, as IRS Section 125 Plan requirements and applicable laws may change from time-to-time.

- 8.4 Required Insurance/Provider Requirements. For the purposes of this section, "full time employees" shall mean employees who work eight (8) hours per day. All full-time employees must select benefit plans from among the plan options allowed by the District and its providers. In addition, all full-time employees must adhere to all requirements imposed by the District's benefit providers as those requirements may change from time to time.

8.5 General Requirements.

- 8.5.1 Non-bargaining unit and substitute employees are not eligible to participate in the District's insurance coverage programs.
- 8.5.2 Coverage for new employees shall commence the first day of the month following their date of hire or the first of October (commencement of the benefit year following date of hire at beginning of the school year).
- 8.5.3 For employees whose employment ends during any given month, that employee shall continue to receive insurance coverage through the end of the month in which the termination occurs.

- 8.5.4 Employees on unpaid leaves of absence as defined in Article 11.11 shall continue to receive insurance coverage through the end of the month in which the unpaid leave begins. Any employee on unpaid leave may continue in the District's Health and Welfare Program at their own expense.

ARTICLE 9 - HOLIDAYS

9.1 Holidays Observed

The following holidays will be observed by the classified employees, subject to the section regarding Holiday Eligibility.

New Year's Day	Columbus Day
Martin Luther King Jr. Day	Veterans' Day
Lincoln's Birthday	Thanksgiving Day
Presidents' Day	Friday Following Thanksgiving
Memorial Day	Christmas Eve Day
Juneteenth Holiday	Christmas Day
Independence Day	Birthday (Section 9.3)
Labor Day	

9.2 Saturday and Sunday Holidays. When a holiday listed above falls on a Sunday, the following Monday will be observed as the holiday, when a holiday listed above falls on a Saturday, the preceding Friday will be observed as the holiday.

9.3 Birthday Holiday (Eligible Employees Only). Employees with the completion of seven (7) years of continuous employment will receive an additional paid holiday. This holiday cannot be carried from year to year if not used. The employee must notify the Superintendent/Principal or their designee, in writing, of their intent to utilize the "floating holiday" ten (10) days prior to use. "Failure to provide the prescribed notification will result in a personal necessity leave day being charged against the employee's accrued sick leave. The district is not obligated to provide a substitute for an absence based on this section."

9.4 Holiday Eligibility. Employees will be entitled to the listed holidays, provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday. Employees who are not normally assigned to duty during the school holidays of December 24 and January 1 will be paid for those three (3) holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

ARTICLE 10 - VACATION

10.1 Vacation Eligibility.

- 10.1.1 Employees shall earn paid vacation according to the following schedule:
- 10.1.2 From the first year through the seventh consecutive year of annual service to the District- 1.00 day per month of service.
- 10.1.3 Commencing the eight consecutive year of annual service through the twelfth consecutive year of annual service to the District- 1.25 days per month of service.
- 10.1.4 Commencing the thirteenth consecutive year of annual service to the District-1.5 days per month of service.
- 10.1.5 For ten-month employees, earned vacation days will be added to the employee work calendar for payment.
- 10.1.6 The District encourages employees to use vacation time. Twelve (12) month employees may carryover accrued vacation to the next school year. However, the balance of vacation days may not exceed twenty- four (24) days in any one school year. Vacation will be scheduled with and approved by the superintendent/Principal in advance.

10.2 Requirements.

- 10.2.1 Earned vacation shall not become a vested right until completion of the initial six (6) months of employment.
- 10.2.2 Employees may be granted vacation during the school year even though not earned at the time the vacation is taken.
- 10.2.3 If an employee is terminated or otherwise leaves employment with the District and had been granted vacation which was not yet earned at the time of termination, the District shall deduct from the employee's final check(s) the full amount of salary which was paid for unearned days of vacation taken.

ARTICLE 11 - LEAVES

11.1 Sick Leave.

- 11.1.1 Purpose. The purpose of Sick Leave is to provide for absences which are medically necessary and caused by illness, injury, or quarantine. Sick leave may only be used for purposes authorized by law.
- 11.1.2 Eligibility. Full-time employees shall be annually entitled to one (1) day of sick leave for each month of assigned time (e.g., 12-month employees earn 12 days/year, 11-month employees earn 11 days/year). Employees working less than full-time shall be entitled to Sick Leave in the same ratio that his/her number of hours per week of scheduled duty hours bears to full-time employment.
- 11.1.3 Credit. At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each eligible employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. If an employee uses all his/her sick leave and terminates his/her employment, the District shall deduct from the employee's final pay warrant that amount of used, unearned sick leave.
- 11.1.4 Partial Day Absences. Employees absent for partial days shall have their sick leave deducted on a half hour basis. (Absences will be rounded up to the nearest half hour.)
- 11.1.5 Sick Leave Accumulation. Unused sick leave may be accumulated from year-to-year to the extent authorized by law.
- 11.1.6 Procedures. An employee using sick leave shall, as soon as possible, enter absence into the appropriate employee data system or form and notify the Superintendent/Principal or their designee of his/her need to be absent. Such notice shall be given no later than two (2) hours prior to the leave whenever possible.
- 11.1.7 Requirement. An employee becoming aware of the need for absence due to surgery, or other predictable or previously scheduled cause, shall notify the District, as soon as possible, after becoming aware of the need. The notice shall include the beginning date of the expected leave and the anticipated date of return to active service.
- 11.1.8 Return to Service. An employee absent due to illness, injury, surgery, hospitalization, requiring extended medical treatment for Five (5) workdays or more, shall be required to submit, prior to return to active duty, a medical statement from the employee's treating physician indicating an ability to return to perform the essential functions of his/her position with or without reasonable accommodation. To return to duty from leave, the employee shall notify the District not later than one (1) hour prior to close of business on the day prior to close of business on the day prior to the employee's date of return. An employee shall not be allowed to return to service and shall be charged one (1) additional day of Sick Leave absence if the employee fails to timely notify the District of intent to return.

- 11.1.9 Compensation. Employees who are absent due to illness or injury and who are not entitled to any form of paid leave can apply to the District for unpaid leave or be placed on a 39-month reemployment list.
- 11.2 Extended Illness Leave (Differential Pay). An employee absents from their duties for reasons of illness or accident for a period of five (5) months or less, from the date of the expiration of their accumulated sick leave, will receive their regular salary, less the amount actually paid a substitute employee to fill their position during their absence. The provisions of this section are limited to a maximum period of five (5) months.
- 11.3 Personal Necessity Leave. Personal Necessity Leave days shall be included in sick leave.
- 11.3.1 Purpose. Personal Necessity Leave may be utilized for circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention, and which cannot be dealt with during off-duty hours.
- 11.3.2 Eligibility. Any employee shall submit a request for Personal Necessity Leave approval on a District Employee Data System or form, not less than five (5) workdays prior to the beginning date of the leave, if possible. Prior approval of Personal Necessity Leave shall not be required in the event of death or serious illness of a member of the employee's immediate family; or accident involving the person or property of the employee's immediate family. When prior approval is not required, the employee shall make every reasonable effort to comply with District procedures designed to secure substitutes and shall notify the Superintendent/Principal or their designee as soon as possible of the expected commencement and duration of the absence.
- 11.3.3 Requirements. An employee shall be entitled seven (7) days per school year of accumulated Sick Leave for purposes of approved Personal Necessity Leave. Acceptable reasons for the use of Personal Necessity Leave include:
1. Accident involving employee's person or property for self or immediate family member.
 2. Serious illness or doctor appointment for employee's immediate family member.
 3. Required court appearance (not jury duty).
 4. Fire, flood or other immediate danger to employee's home or property.
 5. Funeral of close friend or distant relative (limit one (1) day/year).
 6. Attend field trip with child or to participate in other school activities (limit forty (40) hours per year and not more than eight (8) hours per month). [Note: employee may also use vacation or compensatory time off for these purposes.]
 7. Death of immediate family member that exceeds Bereavement Leave provisions.
 8. Attending meetings that cannot be arranged outside of business hours.
 9. Other serious personal business which cannot be resolved on a non-working day, if approved by the Superintendent/Principal or their designee. (Advance permission required).

- 11.3.4 For the purpose of this section, members of the employee's immediate family are: spouse, father, mother, step-parents, children, sister, brother, aunt, uncle, niece, nephew, grandfather, grandmother, grandchildren, son-in-law, daughter-in-law, step-son, and step-daughter. In addition, the following relatives of an employee's spouse are defined as immediate family: father, mother, stepfather, stepmother, children, sister, brother, aunt, uncle, niece, nephew, grandfather, grandmother, and grandchildren. Also, any relative who is a member of the employee's household is considered immediate family.
- 11.3.5 No earned leave in excess of Seven (7) days may be used in any school year for the purpose enumerated in this section, except this earned leave may be extended as deemed necessary by the Board.
- 11.3.6 Deduction from Sick Leave. All authorized personal necessity leave shall be deducted from an employee's sick leave.
- 11.4 Personal Activity Time (PAT). An employee may use up to two (2) days of personal leave for any compelling reason upon prior notification not less than five (days) prior to the beginning of the leave.
- 11.5 Industrial Accident and Illness Leave.
 - 11.5.1 Each employee of the school district is entitled to industrial accident and illness leave-of-absence with pay as authorized by Education Code Section 45192 as follows:
 - 11.5.2 Leave authorized by this rule is not cumulative from year-to-year.
 - 11.5.3 Leave authorized by this rule begins on the first day of absence.
 - 11.5.4 Payment for wages lost on any day will not, when added to an award granted the employee under the workers' compensation laws of this state, exceed the employee's normal wage for the day.
 - 11.5.5 The leave authorized by the rule will be reduced by one (1) day for each day of authorized absence, regardless of a compensation award made under workers' compensation.
 - 11.5.6 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee is entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same injury or illness.
 - 11.5.7 When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving workers' compensation they will be entitled to use only so much of their accumulated or available sick leave, accumulated compensation time, vacation, or other available leave which, when added to the workers' compensation award, provide for a full day's wage.

- 11.5.8 During all paid leaves-of-absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off or other available leave provided by law of the action of governing board, the employee must endorse to the District wage loss benefit checks received under the workers' compensation laws of this State. The District, in turn, will issue the employee appropriate warrants for payment of wages or salary and deduct normal retirement and other authorized contributions.
- 11.5.9 When all available leaves-of-absence, paid or unpaid, have been exhausted, and the employee is not medically able to assume the duties of their position, they will, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, they will be offered employment in a vacant position in the class of their previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack funds, in which case they will be listed in accordance with appropriate seniority regulations.

11.6 Bereavement Leave.

- 11.6.1 Bereavement Leave shall provide time off work upon the death of a member of the employee's immediate family. See CA Code of Regulations, Title 8 Section 13692. For purposes of subdivision (d) of Labor Code Section 2066, "immediate family member" means spouse, domestic partner, designated person, cohabitant, child, stepchild, grandchild, parent, stepparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, great grandparent, brother, sister, half-brother, half-sister, stepsibling, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or first cousin (that is a child of an aunt or uncle).
- 11.6.2 An employee exercising this leave of absence provision shall notify the Superintendent/Principal or their designee as soon as possible of the leave and the expected duration of the absence.
- 11.6.3 An employee shall be granted up to three (3) days leave or five (5) days if travel out of state or more than 300 miles for bereavement purposes. Additional days of absence may be provided under the terms of the Personal Necessity Leave provisions of this Agreement or additional days authorized by the superintendent.
- 11.6.4 All days of absence used under the provisions of Bereavement Leave shall result in no loss of compensation to the employee.

11.7 Jury Duty Leave.

- 11.7.1 An employee seeking Jury Duty Leave shall submit a request accompanied by the official order for an approved absence to District office personnel.
- 11.7.2 An employee shall be granted a leave of absence not to exceed the duration of the required jury duty service.
- 11.7.3 An employee granted a leave of absence under these provisions shall be paid at the

employee's regular rate of pay. Compensation received for jury duty shall be returned to the District, excluding mileage, meals and parking fees.

11.7.4 The employee shall report to work immediately upon dismissal for the day. The employee shall provide, upon District request, additional verification of the use of these leave provisions. If excused from jury duty, an employee shall return to work directly.

11.7.5 The time required for jury duty, travel to and from jury duty and the employees' work time shall not exceed the employee's regular workday.

11.8 Family Medical Leave. An eligible employee shall be entitled to up to twelve (12) work weeks of unpaid leave within a twelve-month (12) period for family and medical reasons to the extent provided by the Federal Family and Medical Leave Act of 1993 and the California Family Rights Act. The Acts and their pertinent regulations shall govern the interpretation of Family Medical Leaves and the following:

11.8.1 An employee is eligible if he/she has been employed by the District for at least twelve (12) months and has served at least one thousand two hundred and fifty (1250) hours.

11.8.2 Family Medical Leave shall be available for the following purposes:

11.8.2.1 For the birth of the employee's child.

11.8.2.2 Placement of a child with an employee for adoption or foster care.

11.8.2.3 To care for the employee's child, spouse, designated person, or parent with a serious health condition.

11.8.2.4 For an employee's own serious health condition that keeps the employee from performing his/her essential job functions.

11.8.3 Family Medical Leave will run concurrently with other paid and unpaid leaves.

11.8.4 An employee may be required to provide a valid verification whenever a serious health condition of the employee or his/her family member is the reason for the leave.

11.8.5 Where advance notice is possible, an employee must provide twenty (20) days' advance written notice of the need for leave. If the need for leave is unforeseen, written notice must be given as soon as possible. Failure to provide advance written notice may delay the granting of leave.

11.8.6 An employee taking Family Medical Leave will continue to participate in the District- provided health plan under the same terms and conditions and co-payments that applied prior to the first day of the employee's leave. If the employee fails to return from the leave for any reason other than the recurrence or continuance of the serious health condition, the employee will be liable to the District for premiums paid for maintaining the employee's health coverage. An employee may, at his or her own expense, participate in all other employee benefit plans offered by the District during the leave so long as the employee make all payments in advance and meets all other requirements imposed by the District's

benefit providers.

- 11.9 Pregnancy Disability Leave/Maternity Leave. Employees are entitled to use Sick Leave for disabilities caused or contributed to by pregnancy, miscarriage, and childbirth on the same terms and conditions governing leaves of absence occasioned by other illnesses or medical disabilities.
- 11.9.1 Pregnancy disability leave shall not be used for childcare, child rearing, or preparation for childbearing, but may be used to the extent permitted by law.
- 11.9.2 The length of a pregnancy disability leave, including the date on which the leave shall commence and the date on which duties are to be resumed, shall be determined by the employee and the employee's physician based on valid medical concerns related to the pregnancy.
- 11.10 Military Leave. Employees who are members of any reserve corps of the armed forces of the United States, the National Guard, or the Naval Militia, or who are otherwise ordered to active military duty shall be granted leave as required by law. Employees shall provide a copy of the military order to the District Office, with the request for military leave.
- 11.11 Examinations. If the District requires an employee to undergo a medical examination to determine a fitness for duty or to verify an employee's absence, in accordance with 11.1.1, the employee shall select the physician to conduct the examination from a list of three physicians mutually approved by the District and CSEA Executive Board. District required examinations shall be paid for by the District. The employee will be provided release time for the examination and mileage for travel to/from the appointment.
- 11.12 Personal Unpaid Leave of Absence.
- 11.12.1 An employee may request a Personal Unpaid Leave of Absence for reason not enumerated elsewhere in this Agreement.
- 11.12.2 The employee seeking an approved Personal Unpaid Leave of Absence shall submit a request, including the reasons and any supporting information, and the expected duration of the absence.
- 11.12.2.1 For personal leave requests of five (5) days or less, the employee shall submit the request to the Superintendent or designee not less than five (5) days prior to the beginning date of the leave. The decision of the Superintendent or designee for approval or denial of these requests shall be final and shall not be subject to the grievance provisions of this Agreement.
- 11.12.2.2 For personal leave requests in excess of five (5) workdays, including the balance of the school semester/year, or a full school semester/year, the employee shall submit the request to the Superintendent/designee for recommendation and presentation to the Board of Education for approval or denial. An employee requesting such an extended Personal Unpaid Leave of Absence shall submit the request in sufficient time for the Superintendent's or designee consideration and presentation to the Board of Education. The Board's decision shall be

final and shall not be subject to the grievance provision of this Agreement.

- 11.12.3 An employee shall not accept gainful employment while on Personal Leave of Absence.
- 11.12.4 Any Personal Unpaid Leave of Absence that may be granted under these provisions shall be without compensation. Employees on Personal Unpaid Leave of Absence shall be permitted to participate in the District insurance program at their expense so long as the employee pays all required premiums in advance and meets all other participation requirements imposed by the District's benefit providers.
- 11.12.5 Upon return, the employee shall be reinstated to a position of equal class, step, and number of duty hours. If the Personal Unpaid Leave of Absence was granted for personal health reasons, the employee shall be required to submit, prior to return to active duty, a medical statement from a licensed physician indicating the employee's ability to perform the essential functions of the position with or without reasonable accommodation.

11.13 Unauthorized Absences. Employees are to report to work and satisfactorily perform their duties unless absent as authorized by law or by this Agreement. All other absences are unauthorized. The District will deduct one day's salary for each day of unauthorized absence. Salaries will be reduced on a pro rata basis for unauthorized absences of less than a full day. Unauthorized absences shall also be grounds for discipline in accordance with the Agreement and the law.

ARTICLE 12 - DISCIPLINE

12.1 Definitions.

- 12.1.1 Disciplinary Action: "Disciplinary action" includes any action whereby a permanent bargaining unit member is deprived of any classification or any incident of any classification in which he/she has permanence, including, dismissal, suspension, demotion (without his/her voluntary consent), except through layoff. A permanent bargaining unit member is a regular employee who successfully completes an initial probationary period.
- 12.1.2 Suspension: "Suspension" means temporary removal of any bargaining unit member from his/her position with loss of pay as a disciplinary measure.
- 12.1.3 Progressive Discipline: "Progressive discipline" includes but may not be limited to verbal warning, written warning, written reprimand, suspension.

12.2 Procedures.

- 12.2.1 Bargaining unit members may be disciplined for violation of the rules and regulations of the District, this Agreement, and the law.
- 12.2.2 Bargaining unit members shall be progressively disciplined. For these levels of discipline, a bargaining unit member may respond in writing within ten (10) workdays and have it attached to any materials placed in the personnel file.
 - 12.2.2.1 Actions of a major nature or serious misconduct may bypass the progressive discipline procedures.
- 12.2.3 Recommendations for discipline shall be for "just cause".
- 12.2.4 No disciplinary action shall be taken for any cause which arose before the bargaining unit member became permanent, nor for any cause which arose more than two years before the date of the filing of notice of cause unless this cause was concealed or not disclosed by the bargaining unit member when it could have been reasonably assumed that the bargaining unit member would have disclosed the facts to the District.

12.3 Initiation and Notification of Charges.

- 12.3.1 The Superintendent/Principal or their designee may initiate a disciplinary action as defined herein against a permanent classified bargaining unit member. The Notice of Intent of Disciplinary Action shall include the following:
 - 12.3.1.1 A statement of the nature of the disciplinary action (e.g., suspension without pay, demotion, reduction of pay step in class, or dismissal).
 - 12.3.1.2 A statement of cause or causes for the disciplinary action, as set forth above.
 - 12.3.1.3 A statement of the specific acts or omission upon which the causes are based. If a violation of a rule, policy, or regulation of the district is alleged, the rule, policy, or regulation violated shall be stated in the recommendation.

- 12.3.1.4 A statement that the bargaining unit member, upon request, is entitled to appear personally (Skelly Meeting) before the Superintendent/Principal or their designee (Skelly Officer) regarding the matters raised in the written notice.
- 12.3.1.5 A form to be completed by the bargaining unit member requesting the Skelly meeting, which must be returned to the Superintendent/Principal or their designee within five (5) workdays following the date the written notice was served.
- 12.3.1.6 A copy of the Notice of Intent of Disciplinary Action shall be provided at the same time to the CSEA Labor Relations Representative.
- 12.3.2 At the Skelly meeting the bargaining unit member shall be granted a reasonable opportunity to make any representations the bargaining unit member believes are relevant to the case.
 - 12.3.2.1 The bargaining unit member shall be served in writing the decision of the Skelly Officer regarding the recommendation of proposed disciplinary action.
 - 12.3.2.2 A copy of the Skelly Officer's decision shall be provided at the same time to the CSEA Labor Relations Representative.
- 12.3.3 The bargaining unit member shall receive a Notice of Recommended Disciplinary Action. This notice shall include a statement that, upon written demand, the bargaining unit member is entitled to a full evidentiary hearing before a hearing officer before any disciplinary action is filed. This notice shall indicate that the proposed disciplinary action may commence after ten (10) workdays following the date the written notice was served if a hearing is not requested. A form, the signing and filing of which shall constitute a demand for hearing and a denial of all charges, shall be included with the Notice of Recommended Disciplinary Action. A copy of the Notice of Recommended Disciplinary Action decision shall be provided at the same time to the CSEA Labor Relations Representative.

12.4 Right to Appeal.

- 12.4.1 Within ten (10) workdays after receiving the Notice of Recommended Disciplinary Action described above, the bargaining unit member may appeal by signing and filing the form included with the recommendation. Any other written document signed and appropriately filed within the specified time limit by the bargaining unit member shall constitute sufficient notice of appeal.
- 12.4.2 If the bargaining unit member fails to file a notice of appeal within ten (10) workdays, he/she shall be deemed to have waived his/her right to appeal, and the hearing officer may order the recommended disciplinary action into effect immediately. A copy of the hearing officer's decision shall be provided to the CSEA Labor Relations Representative.
- 12.4.3 The District shall bear the burden of proof by the preponderance of the evidence.

12.5 Employment Status Pending Appeal or Waiver.

- 12.5.1 Except as provided herein, any bargaining unit member against whom a recommendation of discipline has been issued shall remain on active-duty status and responsible for fulfilling the duties of the position or on paid administrative leave, pending his/her appeal or waiver thereof.
- 12.5.2 If the Superintendent or designee determines that a permanent classified bargaining unit member 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 bargaining unit member immediately suspended from duty without pay in conjunction with the recommendation of the disciplinary action.
- 12.5.3 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 bargaining unit member either personally or by registered or certified mail, return receipt requested, immediately after issuance.
- 12.5.4 Except in cases of emergency when the bargaining unit member 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 (5) calendar days before the effective date of any order of suspension issued in conjunction with a recommendation involving dismissal.
- 12.5.5 This notice shall state that immediate suspension without pay is being considered, the reasons for the proposed dismissal and the proposed immediate suspension without pay, materials upon which the proposed action is based, and the bargaining unit member's right to respond to the Superintendent or designee orally or in writing before the final recommendations or order are issued. A copy of the Superintendent's decision shall be provided to the CSEA Labor Relations Representative.

12.6 Hearing Procedures.

- 12.6.1 The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the hearing officer and the availability of counsel and witnesses. The parties shall be notified of the time and place of the hearing. The bargaining unit member shall be entitled to appear personally, produce evidence, and have counsel.
- 12.6.2 Conduct of Hearing
 - 12.6.2.1 Notice of Hearing: the Governing Board shall set the matter for hearing and shall give the unit member at least five (5) business days' notice in writing of the date and place of such hearing.
 - 12.6.2.2 Rights of Unit Member: the unit member shall attend any hearing unless excused by the Governing Board and shall be entitled to:
 - 1) Be represented by counsel or any other person at such a hearing.
 - 2) Testify under oath.
 - 3) Compel the attendance of other employees of the District to testify on his/her behalf to the extent allowed by law.

- 4) Cross-examine all witnesses appearing against him/her and all employees of the District whose actions are in question or who have investigated any of the matters involved in the hearings and whose reports are offered in evidence before the Board.
- 5) Present such affidavits, exhibits, and other evidence, as the Board deems pertinent to the inquiry.
- 12.6.2.3 District Rights: the party attempting to substantiate the charges (the District) shall be entitled to the same privileges as the unit member.
- 12.6.2.4 Evidence: the hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Oral evidence shall be taken only under oath or affirmation.
- 12.6.2.5 Exclusion of Witnesses: the Board may, at its discretion, exclude witnesses not under examination except the unit member and the party attempting to substantiate the charges against the unit member and their respective counsel. When hearing testimony on scandalous or indecent conduct, all persons not having a direct interest in the hearing may be excluded.
- 12.6.2.6 Burden of Proof: the burden of proof shall be upon the District.
- 12.6.2.7 Findings and Decision: The board shall consider the oral and documentary evidence introduced by the unit member and shall determine whether or not the proposed discipline will be imposed. After completion of the hearing the board shall issue a written decision on the matter.

12.7 Causes.

- 12.7.1 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 disciplinary action against a permanent bargaining unit member:
 - 12.7.1.1 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.
 - 12.7.1.2 Incompetency
 - 12.7.1.3 Inefficiency
 - 12.7.1.4 Neglect of duty
 - 12.7.1.5 Insubordination
 - 12.7.1.6 Dishonesty
 - 12.7.1.7 Drinking alcoholic beverages while on duty or in such close proximity thereto as to cause any detrimental effect upon the bargaining unit member or upon employees associated with him/her.
 - 12.7.1.8 Possessing, or being under the influence of, a controlled substance at work or furnishing alcohol or a controlled substance to a minor.

- 12.7.1.9 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 (no contest), is deemed to be a conviction for this purpose.
- 12.7.1.10 Absence without leave.
- 12.7.1.11 Discourteous treatment of the public, students or other employees.
- 12.7.1.12 Political activity that interferes with the performance of the bargaining unit member's job duties.
- 12.7.1.13 Willful disobedience
- 12.7.1.14 Misuse of District property
- 12.7.1.15 Violation of District, Board or departmental rule, policy, or procedure.
- 12.7.1.16 Failure to possess or keep in effect any required license, certificate, or other similar requirement specified in the bargaining unit member's class specifications or otherwise necessary for the bargaining unit member to perform the duties of the position.
- 12.7.1.17 Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, gender, or age against the public or other employees while acting in the capacity of a District employee.
- 12.7.1.18 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 to an actual or suspected violation of state or federal law occurring on the job or directly related thereto.
- 12.7.1.19 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.

ARTICLE 13: LAYOFF AND REEMPLOYMENT

13.1 Layoff and Re-employment Procedures.

- 13.1.1 Layoffs may be implemented due to a lack of funds or a lack of work.
- 13.1.2 The District shall notify CSEA of the proposed layoff or reduction in hours prior to Board action and shall meet with CSEA within ten (10) days after CSEA has been properly notified to negotiate the effects of said layoff. For a reduction of hours, the District shall meet with CSEA to negotiate the decision and effects of a reduction in hours within ten (10) days after CSEA has been properly notified.
- 13.1.3 The District shall notify the Association and the affected employees in writing sixty (60) days prior to the layoff. Such notice shall include displacement rights, if any, and reemployment rights. All procedures related to layoff will be in compliance with AB 438/Education Code 45117 which requires that classified employees be provided written notification no later than March 15 that they are being laid off for the ensuing year.
- 13.1.4 The order of notice of layoff within the classification affected shall be determined by length of service (seniority). The employee who has the shortest length of service in the classification, plus classifications with a higher salary range, shall be notified of layoff first, except as provided herein. Length of service means date of hire in a probationary status.
- 13.1.5 If two (2) or more employees subject to layoff have equal seniority, the determination of which employee shall be laid off is subject to agreement by both CSEA and the District and will be determined by lot at the date of hire.
- 13.1.6 Employees subject to layoff or reduction in hours shall retain their re-employment rights as specified by law.

13.2. Displacement Rights.

Employees laid off from his/her present "classification" may bump into a lower "classification" in which said employee has previously served and has greatest seniority as determined by 13.1.4.

13.3 Re-employment Rights.

- 13.3.1 Employees laid off because of lack of work or lack of funds are eligible to be reemployed for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants.
- 13.3.2 Employee(s) who take voluntary demotions or voluntary reductions in hours in lieu of layoff to remain in their present position(s) rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of twenty-four (24) months.
- 13.3.3 Employee(s) who take voluntary demotions or voluntary reductions in assigned time, in lieu of layoff shall be, at the option of the unit member(s), returned to a position in their former class or to positions with increased assigned time in

accordance with their proper seniority as ranked on the reemployment list.

- 13.3.4 Any employee who was subject to being, or was in fact, laid off for lack of work or lack of funds, and who elected service retirement from the Public Employees' Retirement system, shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of the Public Employees' Retirement system of the fact that retirement was due to layoff for lack of work or of funds.
- 13.3.5 Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening. Such notice shall be sent by certified mail to the last address given the District by the employee, and a copy shall be sent to the Richmond Chapter #810 Chapter President or Designee.
- 13.3.6 An employee shall notify the District of his/her intent to accept or refuse reemployment within three (3) days following receipt of the reemployment notice. If the employee accepts reemployment, the unit member(s) shall return to work within ten (10) days following acceptance of the position.

ARTICLE 14: TRANSFER AND PROMOTION

14.1 Transfer Defined.

A transfer shall be defined as a change in job location, within the employee's same job classification. A transfer can also include an increase in work hours within the same job classification. In selection seniority will prevail.

14.2 Vacant Position.

When a new position is created or an existing position becomes vacant, the District shall first offer the opportunity to transfer to employees serving in the same classification in the District. All vacancies shall be posted via email by the District for not less than five (5) days prior to the position being filled. Job openings shall also be posted on Ed Join. The District shall send a monthly status report on unfilled classified positions to the CSEA chapter president.

14.3 Voluntary Transfers.

Any employee seeking to transfer must submit a written request to the District Office.

14.4 Part-Time Employees.

Part-time employees seeking a transfer to a position within the same classification with more work hours, shall be eligible for the position based upon seniority. The part-time employee with the highest seniority shall be granted the transfer to the position with more work hours.

14.5 District Initiated Transfers.

A transfer of personnel or assignment of duties may be made by the District as follows:

14.5.1 To serve the best interest of the educational program, balance the staff of the District, balance workloads, or improve the efficiency of the District.

14.5.2 The employee with the least seniority within the job classification shall be subject to involuntary transfer.

14.6 Promotion Defined.

A promotion is defined as a change from one job classification into a different job classification having a higher maximum salary range.

14.6.1 Bargaining unit employees and outside candidates shall be interviewed for any vacancy. In the case of a promotion, the District shall select the most qualified applicant from all candidates. Preference shall be given to in-house applicants. In considering in-house applicants, the District shall utilize education, skills, and experience. If two or more candidates have substantially equal education, skills, and experience, the employee with the highest seniority shall receive the promotion.

- 14.6.2 A permanent bargaining unit employee who is promoted to a position in a classification which he/she has not previously performed, shall be considered probationary in the new classification for a period of six (6) months. At any time during the probationary period, he/she may be returned to his/her former classification.
- 14.6.3 Employees who are promoted shall be placed on the salary schedule on the step in the higher classification which provides a minimum of a five percent (5%) salary increase; however, under no circumstances will the employee receive more than the highest step of the higher classification. There will be a designated CSEA member on the interview panel designated by the CSEA president.
- 14.7 All applicants not chosen for the vacancy shall receive an appropriate notification within ten (10) days following Board approval of the candidate hired.

ARTICLE 15 - GRIEVANCE PROCEDURE

15.1 Definitions.

- 15.1.1 A "grievance" shall mean an alleged violation of a specific provision of this Agreement which adversely affects the grievant. This Grievance Procedure shall not be used to challenge or change policies, regulations, or procedures of the District which are not included in this Agreement, nor shall the Grievance Procedure be used for other matters for which specific methods of review are provided by law.
- 15.1.2 A "grievant" shall mean an employee covered by this Agreement filing a grievance or the Association.
- 15.1.3 A "conferee" shall mean any Association representative provided to the grievant to assist the grievant in presenting and processing the grievance.
- 15.1.4 A "day" shall mean any day on which the District Office is open for business.
- 15.1.5 An "Immediate Supervisor" shall mean the first level supervisor having immediate jurisdiction over the grievant (who has been designated to adjust grievances).
- 15.1.6 A grievance form shall be completed in writing by the grievant at Level 2 within Twenty (20) days of the occurrence or within Twenty (20) days of when the employee could reasonably have known of the occurrence, act, or omission giving rise to the grievance.

15.2 General Provisions.

- 15.2.1 The purpose of the grievance process is to attempt to secure equitable solutions to grievances. All parties agree that these proceedings will be kept informal and confidential, and that the grievant and Immediate Supervisor should attempt to resolve the grievance at the informal level.
- 15.2.2 The filing of a grievance shall in no way interfere with the rights of the District to proceed in carrying out its management responsibilities subject to the final decision regarding the grievance. If the alleged grievance involves an order, requirement, or other direction, the grievant shall fulfill such order, requirement, or other directive pending a final decision on the grievance.
- 15.2.3 Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort will be made to comply with the time limits contained in the grievance procedure, but upon written consent of both parties, the time limit for any step of the grievance process may be extended.
- 15.2.4 The filing of a grievance shall not reflect unfavorably upon the grievant.

- 15.2.5 The employee and his/her immediate supervisor or District administrator shall have the right to include in grievance meetings at Level 2 or higher such individuals as they deem necessary to develop facts pertinent to the grievance. These names shall be made available to both parties upon request.
- 15.2.6 Failure by a grievant to meet any deadline set forth in this Article shall immediately terminate the grievance and the grievant shall not have a right to re-file on the same set of facts. Failure by the District to meet a deadline set forth in this Article shall give the grievant the right to proceed to the next step in the grievance process. The timelines set forth in this Article may be extended upon mutual agreement of both parties in writing.
- 15.3 Representation.
- 15.3.1 No employee may be required to be represented by CSEA in processing a grievance.
- 15.3.2 An employee may request CSEA to represent him/her in all stages of the grievance procedure. Neither CSEA nor the District shall take any reprisals or unilaterally discriminate against any employee for exercising their rights under this article.
- 15.3.3 If an employee pursues a grievance without the intervention of CSEA the grievance shall not be considered resolved until CSEA has received notice of the grievance solution and has been given an opportunity to file a written response. The solution cannot change or modify the existing CBA without written agreement from the CSEA exclusive representative.
- 15.3.4 An employee may not pursue a grievance beyond Level 1 without CSEA representation.
- 15.4 Procedure.
- 15.4.1 Level 1- Informal Meeting. The employee must meet with his/her immediate supervisor within twenty (20) days of the occurrence, or within twenty (20) days of when the employee could reasonable have known of the occurrence of the act or omission giving rise to the grievance, to discuss the grievance in an attempt to resolve it informally at the lowest possible level. If the employee is unable to meet with his/her immediate supervisor or if a grievance is not resolved at Level 1, CSEA may proceed to Level 2.
- 15.4.2 Level 2- Immediate Supervisor. Within ten (10) days of the Level I Informal Meeting, CSEA must present grievance to the Immediate Supervisor in writing. The grievance shall contain a clear and concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought. The Immediate Supervisor shall communicate a decision to CSEA in writing within ten (10) days after receiving the written grievance. Within the foregoing time limit, either party may request a conference to discuss the grievance.

- 15.4.3 Level 3-Superintendent/Designee. If CSEA is not satisfied with the decision at Level 2, CSEA may, within ten (10) days, appeal the decision to the Superintendent or his/her designee. This written appeal statement shall include a copy of the original grievance, the appeals, and the decisions rendered at the previous levels, and a clear, concise statement of the reasons for the appeal. The Superintendent or his/her designee shall communicate a written decision within ten (10) days. Within the forgoing time limit, either party may request a conference to discuss the grievance.
- 15.4.4 Level 4-Board. If CSEA is not satisfied with the decision at Level 3, CSEA may, within 10 days, appeal to the Board of Trustees. The Board will schedule a meeting. At the Board meeting, CSEA and his/her representative shall have the opportunity to present the grievance to the Board in closed session. Any evidence presented by CSEA shall be limited to what had been presented at the lower levels of this procedure. The Board meeting shall not be an evidentiary hearing but shall provide both CSEA and the administration with an opportunity to fully address the grievance. Within ten (10) days after the matter has been submitted, the Board shall render its decision in writing.
- 15.4.5 Level 5-Mediation. In the event that CSEA is not satisfied with the decision at Level 4, CSEA and the District request the services of a mediator from the California State Mediation and Conciliation Service within fifteen (15) days. CSEA and the District shall attempt to mediate a settlement of the grievance. In no instance will the form or matter of the discussion and/or proposals during the mediating process be revealed. Only the terms of a settlement, if any, may be revealed.
- 15.4.5.1 If an agreement is reached at mediation, the agreement shall be reduced to writing and shall be signed by CSEA and the District. This agreement shall be non-precedential and shall constitute a settlement of the grievance.
- 15.4.5.2 If CSEA and the Superintendent or his/her designee have not resolved the grievance with the assistance of the mediator, the Association may proceed to Level 6.
- 15.4.6 Level 6- Binding Arbitration. In the event CSEA is not satisfied with the decision at Level 5, it may, within fifteen (15) days of completion of the Level 5 proceedings, submit the grievance to arbitration. CSEA and the District shall attempt to mutually agree upon an arbitrator. If an arbitrator cannot be mutually agreed upon, CSEA shall request a list of five (5) arbitrators through the California State Mediation and Conciliation Service. Each party shall strike two names from the list of arbitrators in alternate order. The determination of which party shall strike first will be determined by lot.

- 15.4.6.1 The Arbitration shall be limited solely to the interpretation and application of this Agreement to the precise issues(s) submitted for arbitration. The arbitration shall not determine any other issue(s). The arbitrator shall have no power or authority to hear cases challenging any of the following:
 - 15.4.6.1.1 The release of a probationary employee.
 - 15.4.6.1.2 The content of an employee's evaluation.
- 15.4.6.2 In the event that the District has raised procedural objections at any level of the Grievance Procedure, the arbitrator shall rule on the procedural objections prior to proceeding to a hearing on the merits of the grievance.
- 15.4.6.3 After a hearing on the merits of the grievance, the arbitrator shall render a written decision which sets forth findings of fact, reasoning, and conclusions on the precise issue(s), submitted. Where the District has made a judgment involving the exercise of discretion, the arbitrator shall review such decision solely to determine whether the decision has violated the Agreement and shall not substitute the arbitrator's judgment for that of the District. The arbitrator shall not add to, subtract from, amend, modify or alter any provisions or procedures contained in this Agreement. The arbitrator shall not issue statements of opinion or conclusions not essential to the determination of the issue(s) submitted. The arbitrator's decision may include restitution, financial reimbursement, or other proper remedy, except fines or penalties. The arbitrator's remedy shall not include attorney's fees for either party.
- 15.4.6.4 The arbitrator's decision shall be submitted to the District and CSEA for review and implementation. The arbitrator's decision shall be binding on all parties and shall be implemented promptly. The costs of the arbitration proceeding, including filing fees, fees and the per diem charges of the arbitrator, and cost of a court reporter shall be borne equally by the parties. Each party shall be responsible for the costs of presenting its case.

ARTICLE 16 - EMPLOYEE SAFETY AND WORK-RELATED EXPENSES

16.1 Safety.

- 16.1.1 Any abuse of school personnel, assault or battery upon school personnel, or any threat of force or violence directed toward school personnel, which is related to school activity or school attendance, shall be reported by employees to their Immediate Supervisor. Employees shall complete reports required by the District relating to the safety issues.
- 16.1.2 Employees shall be responsible for submitting written recommendations to the District regarding the maintenance of safe working conditions, facilities and equipment, repairs, and modifications.

16.2 Mileage Expenses.

Any employee required to use his or her vehicle on District business shall be reimbursed at the current IRS rate for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of the District business. This amount shall be made payable in a separate warrant issued within a reasonable time period after proper submission to the District. Employees shall not be reimbursed for home to work transportation expenses.

- 16.2.1 The request for mileage expense reimbursement shall be made on a District expense reimbursement form and signed by the authorizing administrator/supervisor.
- 16.2.2 The request for mileage expense reimbursement must be submitted as soon as possible from the date the mileage expenses were incurred, but no less than by January 1 for mileage expenses during the first half of the school year and by June 1 for mileage expenses during the second half of the school year.

16.3 Meal Expenses.

Any employee, as a result of a work assignment, who must have meals away from the District, shall be reimbursed at the current District rate in accordance with District policy. The request for meal reimbursement shall be made on a District expense reimbursement form. This amount shall be payable within a reasonable time period after the proper submission of supporting documents to the District.

16.4 Lodging Expenses.

Any employee, as a result of work assignment, who must be lodged away from home overnight, shall be reimbursed in accordance with District policy. The request for lodging reimbursement shall be made on the District expense reimbursement form. This amount shall be payable within a reasonable time period after the proper submission of supporting documents to the District.

16.5 Tools and Equipment.

The District agrees to provide all tools, equipment, supplies, and related safety equipment reasonably necessary to employees for the performance of their duties. Members shall not use personal tools, equipment, or supplies for the performance of their duties.

- 16.6 Cameras. All monitoring or observation of unit employees' work shall be conducted openly and with full knowledge of the unit member. Cameras shall not be used for disciplinary purposes.

ARTICLE 17 - SUMMER SCHOOL/INTERSESSIONS

- 17.1 The District shall post the classified positions open for summer school/intercession prior to the start of the school year. The postings will include the job title and duties.
- 17.2 If more than one employee applies for an opening, the selection shall be made on the basis of qualifications and suitability for the position. Every attempt will be made by the District to ensure that available summer school/intercession positions are rotated by seniority among qualified current District employees who apply.
- 17.3 Current employees will be hired for the summer school/intercession positions if qualified and suitable for the position over outside applicants. If there are no current employees available to fill the summer school/intercession openings, the District may hire applicants from outside the District.
- 17.4 Employees hired for summer school/intercession positions shall not receive health and welfare benefits, unless they are otherwise entitled to such benefits. An employee who accepts a summer school/intercession assignment for the entire duration shall receive not less than the compensation which is applicable to that employee or classification during the regular academic year.

ARTICLE 18 - ORGANIZATION SECURITY

18.1 Payroll Deduction for Membership Dues.

The District agrees to deduct the Association dues from the wages of every bargaining employee via payroll deduction in the manner required bylaw.

The Association shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing twenty (20) days or more after notification to the District of the new or changed deductions.

18.2 Hold Harmless. The Association shall indemnify, defend, and hold the District harmless from all costs, liabilities and other expenses including but not limited to, attorney's fees and costs, stemming from any court or administrative action challenging the legality of the organization security provision of this Agreement or its implementation.

The Association agrees to reimburse the District, its officer or agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organization security provisions of this Agreement or the implementation thereof provided the District has complied with the terms of this Article and has notified the Association of its awareness of such action.

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

ARTICLE 19- EMPLOYEE/ASSOCIATION RIGHTS

- 19.1 The Association shall have the following rights in addition to the rights expressly contained in any other portion of this Agreement:
- 19.1.1 CSEA shall have the right of access to District employees at reasonable times. The term, "reasonable times" as used herein means employee meal or rest periods and any time before or after an employee's assigned duty time. CSEA shall not interfere with the normal work duties of workers or the operation of the employer.
 - 19.1.2 The right to use instructional bulletin boards, mailboxes, and other lawful means of communication for the posting or transmission of information or notices concerning Association matters. All costs shall be paid by the Association. This right shall include the use of the District email in compliance with the District's technology use policy. All the Association uses of District equipment and resources shall conform to all requirements of law.
 - 19.1.3 The right to use without charge, instructional equipment, facilities, and buildings when available with prior approval of the Superintendent or his/her designee.
 - 19.1.4 The right to review employee personnel files when accompanied by the employee or with written authorization signed by the employee.
 - 19.1.5 Upon written request by CSEA, the employer shall, without charge, furnish CSEA with an alphabetical list of all members in the bargaining unit; identify them by name, months per year in paid status and annual salary, and indicating CSEA deductions, if any, and whether such deduction is for dues.
 - 19.1.6 The Association agrees to provide the District with the names and titles of all officers and other official Association representatives.
 - 19.1.7 The Association officers and officials shall make arrangements with their immediate supervisors before leaving their workstations to perform Association business authorized by law.
 - 19.1.8 Dues Deductions:
The District shall deduct dues, in accordance with the CSEA dues schedule, from the wages of all members who become members of CSEA upon notification by the Association.
- 19.2 Relevant and Necessary Information: The District shall furnish the President of the Association with a copy of the complete Board packet for each Board meeting including attachments.
- 19.3 Contract Distribution: Between twenty (20) and forty (40) days after ratification of this agreement, the District shall post the agreement on the District website and shall, upon request, provide to any bargaining employee a printed copy of the agreement, including any amendments subsequently negotiated.

- 19.4 Release Time: The District shall provide CSEA negotiations team members with reasonable periods of release time without loss of compensation in order to prepare for and participate in negotiations. CSEA shall have the right to paid leave time for its authorized delegates (two members) to attend the CSEA annual conference.
- 19.5 Union Officers and Stewards: CSEA shall provide the District the names of all officers and stewards. A designated CSEA officer or steward shall be allowed reasonable release time with pay for the purposes of handling grievances.
- 19.6 A CSEA officer or steward shall make arrangements with his or her supervisor before leaving their workstation to resolve or investigate grievances.
- 19.7 The District Superintendent or designee will notify CSEA chapter president and/or district office chapter designee of newly hired classified employees. The CSEA chapter president will be notified in advance of the time in which he/she may meet with the new employee during district office hours. CSEA will be given 30 minutes for New Employee Orientations.
- 19.8 CSEA President shall appoint one (1) unit member to serve on the initial interview panel of each open bargaining unit position.
- 19.9 District Notice to CSEA of New Hires:
- 19.9.1 The District shall provide CSEA notice of any newly hired employee, within thirty (30) days of date of hire, via an electronic mail. Please include the following information: full legal name, date of hire, classification, and site.
- 19.10 Employee Information:
- 19.10.1 "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA unit.
- 19.10.2 The District shall provide CSEA with contact information on the new hires. The information will be provided to CSEA electronically in an Excel format via a mutually agreeable secure FTP site or service, on the last working day of the month in which they were hired. This contact information shall include the following items, with each field in its own column:

19.10.1.1	First Name;
19.10.1.2	Middle Initial;
19.10.1.3	Last Name
19.10.1.4	Suffix (e.g. Jr., III);
19.10.1.5	Job Title;
19.10.1.6	Department;
19.10.1.7	Primary Worksite Name;
19.10.1.8	Work Telephone Number;
19.10.1.9	Work Extension;
19.10.1.10	Home Street Address (incl. apartment #);
19.10.1.11	City;
19.10.1.12	State;
19.10.1.13	ZIP Code (5 or 9 digits);
19.10.1.14	Home Telephone Number (10 digits);
19.10.1.15	Personal Cellular Telephone Number (10 digits);
19.10.1.16	Personal Email Address of the Employee;
19.10.1.17	Last Four Numbers of the Social Security Number;
19.10.1.18	Birth Date;
19.10.1.19	Employee ID;
19.10.1.20	CalPERS Status (“Y” if in CalPERS; “N” if not in CalPERS);
19.10.1.21	Hire Date

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

In the event no one is hired on any particular month, the District shall send an e-mail to CSEA confirming they did not hire any new staff that month.

19.11 Periodic Update of Contact Information:

- 19.11.1 The District shall provide CSEA with a list of all bargaining unit members' names and contact information on the last working day of September, January, and May. The information will be provided to CSEA electronically in an Excel format via a mutually agreeable secure FTP site or service. This contact information shall also include the following information, with each field listed in its own column:

19.11.1.1	First Name;
19.11.1.2	Middle Initial;
19.11.1.3	Last Name
19.11.1.4	Suffix (e.g. Jr., III);
19.11.1.5	Job Title;
19.11.1.6	Department;
19.11.1.7	Primary Worksite Name;
19.11.1.8	Work Telephone Number;
19.11.1.9	Work Extension;
19.11.1.10	Home Street Address (incl. apartment #);
19.11.1.11	City;
19.11.1.12	State;
19.11.1.13	ZIP Code (5 or 9 digits);
19.11.1.14	Home Telephone Number (10 digits);
19.11.1.15	Personal Cellular Telephone Number (10 digits);
19.11.1.16	Personal Email Address of the Employee;
19.11.1.17	Last Four Numbers of the Social Security Number;

19.11.1.18	Birth Date;
19.11.1.19	Employee ID;
19.11.1.20	CalPERS Status ("Y" if in CalPERS; "N" if not in CalPERS);
19.11.1.21	Hire Date

19.12 Employee Orientation:

- 19.12.1 "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- 19.12.2 The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.
- 19.12.3 In the event the District conducts one-on-one orientations with new employees, CSEA shall have thirty (30) minutes of paid release time for one (1) CSEA representative to conduct the orientation session. The CSEA Labor Relations Representative may also attend the orientation session.
- 19.12.4 The orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time.

19.13 Hold Harmless:

- 19.13.1 CSEA Shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.
- 19.13.2 CSEA shall the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried, or appealed.

ARTICLE 20 – PROBATIONARY PERIOD

- 20.1 New employees shall serve a probationary period of six (6) months or 130 days of paid service, whichever is longer. Employees serving an initial probationary period shall not have a property interest in their positions.
- 20.2 At any time prior to the expiration of the probationary period, the Superintendent or designee may, at his/her discretion and for any reason permitted by law may release a probationary classified employee from employment. A probationary employee shall not be entitled to a statement of charges, a hearing or other due process procedures.
- 20.3 A permanent bargaining unit employee who is promoted or otherwise assigned to a position in a classification which he/she has not gained permanent status, shall be considered probationary in the new classification for a period of six (6) months. At any time during the probationary period in the new classification, the Superintendent or designee may, at his/her discretion and for any reason permitted by law, return the employee to his/her former classification and the employee shall not be entitled to a statement of charges, a hearing or other due process procedures.
- 20.4 No disciplinary decisions made during any employee's probationary period shall be subject to the grievance process.

ARTICLE 21 - SAVINGS PROVISION

- 21.1 If any of the provisions of this Agreement are held to be unlawful or unenforceable by a court of competent jurisdiction, such provisions will not be deemed valid except to the extent permitted by law, but all other provisions will continue in full force and effect.
- 21.2 If any provision of this Agreement is held to be unlawful or unenforceable, the parties agree to negotiate the impact of the invalidity or unenforceability of the provision within twenty (20) days of notice of the invalidity or unenforceability.

ARTICLE 22 - SUPPORT OF AGREEMENT

- 22.1 The District and the Association agree that it is in their mutual benefit to encourage the resolution of differences through meet and confer and negotiation procedures. Therefore, it is agreed that the Association and the District will support the terms of this Agreement.

ARTICLE 23 - EFFECT OF AGREEMENT

- 23.1 The District and the Association agree that this Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment. However, the parties agree to negotiate as required by the express terms of this Agreement. Negotiations by both parties are subject to rules and regulations covered under Government Code 3543. The parties may reopen items upon mutual agreement.
- 23.2 The specific provisions in this Agreement shall prevail over District practices, procedures, and regulations to the extent permitted by state law.
- 23.3 In the absence of specific provisions in this Agreement, practices, procedures and regulations that are not mandatory subjects of bargaining, are discretionary with the District.

ARTICLE 24 - CONCERTED ACTIVITIES

- 24.1 There will be no strike, sick out, work stoppage, slowdown, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity. The District shall not engage in a lockout.
- 24.2 The Association recognizes the duty and obligation of its representative to comply with the provision of this Agreement and to make every effort toward including all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause or persuade those employees to cease such action.
- 24.3 Any employee violating this Article may be subject to discipline.

ARTICLE 25 - CLASSIFIED SCHOOL EMPLOYEE SUMMER ASSISTANCE PROGRAM

- 25.1 The District and CSEA shall mutually support participation in the Classified School Employee Summer Assistance Program (CSESAP) each year according to California Education Code Section 45500 (code section 45500) and the guidelines published by the California Department of Education (CDE) annually. The District and CSEA agree that in any year in which the state does not budget matching funds under code section 45500, the District will not participate in the CSESAP. Participation shall be waived in any year in which the District determines it cannot participate due to fiscal constraints. The District shall provide notice to CSEA no later than the end of the first full week in December in any year in which the District determines it cannot participate. If the CSESAP is removed from the California Education Code, this section shall become null and void.

ARTICLE 26 - RECLASSIFICATION

26.1 Definition:

Reclassification means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such position. Any increase in workload is not in itself grounds for reclassification.

26.2 Request for Review of Position:

Requests for review of position may be initiated by any classified employee and submitted to the district superintendent for review. Upon receipt of such a request, the superintendent/designee shall evaluate the request and provide the employee a written response within twenty (20) working days.

26.3 Superintendent/Designee Recommends:

If the superintendent/designee recommends a change of classification, a formal reclassification form shall be completed and the reclassification procedure, as stipulated, shall be followed.

26.4 Superintendent/Designee Disagrees:

If the superintendent/designee disagrees with the request, he/she shall meet with the employee and explain the results of the reclassification request evaluation and what steps the employee may take in order to have a successful reclassification request. The superintendent/designee shall direct the employee's supervisor to ensure that the employee works within the prescribed job description. In addition, if it is determined that the employee has been working out of class (per education code section 45110), but a reclassification is not approved, the employee shall be granted differential pay for the period of time in question.

26.5 Request for Review of Position and Reclassification:

An administrator or an employee's direct supervisor may submit a request for reclassification due to an employee's increase of the duties being performed. When the increase of the duties being performed in his/her current position are sufficiently above that of other employees in like positions to warrant reclassification.

26.6 Time Frames for Submission:

The time frame for submission of Request for Review of Position and/or Reclassification is May 1 of each year.

26.6.1 Responses to requests will be made on or before June 30 of each year after the submission deadline of the request. Those requests that are denied will indicate reasons for the denial in the response.

26.6.2 When the superintendent/designee has reviewed and approved the Request for Review of Position and/or Reclassification a recommendation for reclassification shall be taken to the Association and the district Board of Trustees for approval.

26.7 Salary Placement of Reclassified Position:

Whenever an employee is reclassified, he/she shall be placed on the step within the new classification's range, which results in an increase in salary at least five (5%) above what the employee would have received had they remained in their current classification.

ARTICLE 27 - TERMS OF AGREEMENT

- 27.1 This Agreement shall be effective from February 8, 2024 to June 30, 2026.
- 27.2 During the contract term, 2024-25, the parties may reopen Salary, Health and Welfare Benefits, Term of Agreement, and up to two (2) additional articles per party.
- 27.3 During the contract term, 2025-26 the parties may reopen Salary, Health and Welfare Benefits, Term of agreement and any other articles.
- 27.4 Nothing in this article prohibits the district and CSEA, upon mutual agreement, from negotiating compensation and benefits should fiscal circumstances occur which require the district to make budgetary adjustments.

For Richmond Elementary School District:

For CSEA and its Richmond Chapter #810:

Brian Boyer Superintendent

Mandy Cox Chapter #810 President

Joan V. Nevarez CSEA Exclusive Representative

Deborah Smith CSEA Labor Relations Representative

APPENDIX 1
JOB DESCRIPTIONS

Richmond School District

Job Description

Custodian

Job Summary

Under the supervision of the Facility Manager, performs a variety of general cleaning and general housekeeping work; performs specific tasks including heavy cleaning such as stripping waxing and polishing floors; provides assistance in various repairs; assists in relocating classroom/office furniture; assists in maintaining lighting.

During the regular course of work, the Custodian may have access to sensitive information. It is expected that all employees of the Richmond School District will not release any sensitive information regarding students, parents/guardians, or staff.

Term: 236 working days, including legal holidays and 12 days of vacation increment. Work hours to be determined upon employment.

Qualifications

Minimum Qualifications Include:

- Two years of verified professional janitorial or custodial work or one year on district substitute list and/or verified work exceeding 30 days within a school district.
- High School Diploma or equivalent
- Valid California Driver's License
- Must be able to work independently in a nighttime setting.

Knowledge/Skills/Abilities

Modern cleaning methods and the preferred procedures for cleaning and preserving floors walls, rooms, and fixtures; knowledge of cleaning materials, disinfectants, safety precautions for cleaning bodily fluid spills, and equipment used in custodial work common tools and their uses; safe work methods. Use cleaning materials and equipment with skill and efficiency. Perform manual labor- understand and carry out oral and written directions. Maintain cooperative relationships with co-workers. Use common courtesy in the course of duties.

Essential Functions

- Sweeps, scrubs, waxes, and polishes concrete, linoleum, tile, and wood floors
- Vacuums and shampoos carpets
- Cleans offices, faculty rooms, classrooms, multi-purpose rooms, hallways, and stairways.
- Cleans and dusts walls, furniture, woodwork, hall lockers and other equipment.
- Washes, scrub and disinfects restrooms and replenishes sanitary supplies.
- Disinfects desks phones door knobs, handles and door bars.
- Cleans window, door glass. sink and drinking fountains.
- Cleans waste containers.

- Collects and discards trash.
- Assists in moving or rearranging chairs, tables, desks, furniture, and other equipment.
- Replaces light bulbs, (floor tiles and window glass in an emergency)
- Makes minor repairs or adjustments to any school fixtures.
- Maintains equipment used in the course of work.
- Reports safety, sanitary, and fire hazards to site administrators
- Performs a monthly inspection of fire extinguishers.
- Breaks down and recycles cardboard, paper, and catalogs.
- Assists in the restoration of buildings and grounds.
- Responsible for keeping outside walkways free of all debris.
- Responsible for snow and ice removal from walkways, including distribution of ice melt.
- Ability to lift and manage heavy loads.
- Works cooperatively with others
- Assist with maintenance such as painting and mowing the lawn.
- Annually complete safety training requirements
- Perform evening security check.
- Other related duties as assigned.

Physical Requirements

Incorporated within one or more of the previously mentioned essential functions of this job description are the following essential physical requirements:

1.	Seldom	=	Less than 25%
2.	Occasional	=	25 -50%
3.	Often	=	51 - 75%
4 .	Very Frequent	=	76%

- Ability to work at a desk, conference table or in meetings of various configurations.
- 4 Ability to stand for extended periods of time.
- 4 Ability to see for purposes of reading printed matter and observing students.
- 4 Ability to hear and understand speech at normal levels.
- 4 Ability to communicate so others will be able to clearly understand normal conversation.
- 4 Ability to bend, twist, stoop, kneel, run, and crawl.
- 3 Ability to lift 50 pounds.
- 3 Ability to carry and lift 25 pounds overhead.
- 1 Ability to operate office equipment.
- 4 Ability to reach in all directions.

RICHMOND SCHOOL DISTRICT

JOB DESCRIPTION

Instructional Assistant

Job Summary

Under the direction of the school superintendent/principal or assigned classroom teacher, assists in providing instruction to individuals or small groups of students in a classroom or an instructional resource setting; performs various tasks in assisting with the educational needs associated with the particular program to which assigned.

During the regular course of work, the Instructional Assistant may have access to sensitive information. It is expected that all employees of the Richmond School District will not release any sensitive personal information regarding students, parents/guardians, or staff.

Qualifications

Minimum Qualifications Include:

- High School Diploma or Equivalent.
- Associates of Arts Degree, 48 college units, or successful passage of the District approved highly qualified paraprofessional exam.
- Current First Aid and CPR certification is desirable.

Knowledge/Skills/Abilities

Basic knowledge of subjects taught in district school, including mathematics, language arts reading, science and social studies. Ability to maintain simple records, print and write legibly, understand, and follow oral and written instructions. Ability to maintain emotional control during difficult situations.

Essential Functions

- Establishes rapport with students; helps build confidence, self-esteem, and responsible behavior in students.
- Reinforce instruction to individuals or small groups of students in a variety of subjects.
- Support the assigned teacher's style of classroom management.
- Promotes safe practices in classroom and playground activities by following all health and safety rules.
- Communicates student performance and behavior to teacher.

- Provides yard duty during lunch recess.
- Provides support to teacher by setting up work areas, displays and exhibits.
- Performs a variety of clerical duties such as preparation of instructional materials, scoring papers and maintaining simple records and files.
- Attends and participates in in-service activities and staff meetings as assigned.
- Establishes and maintains cooperative and effective working relationships with staff, students, parents, administrative personnel, and others contacted in the course of work.
- Performs other related duties as assigned.

Physical Requirements

Incorporated within one or more of the previously mentioned essential functions of this job description are the following essential physical requirements:

1. Seldom	Less than 25%
2. Occasional	25 -50%
3. Often	51 - 75%
4. Very Frequent	76%

- 4 Ability to work at a desk, conference table or meetings in various settings.
- 3 Ability to stand for extended periods of time.
- 4 Ability to see for purposes of reading printed matter and observing students.
- 4 Ability to hear and understand speech at normal levels.
- 4 Ability to communicate so others will be able to clearly understand normal conversation.
- 3 Ability to bend, twist, stoop, kneel, run, and crawl.
- 2 Ability to lift 50 pounds.
- 3 Ability to carry 25 pounds.
- 3 Ability to operate office equipment.
- 4 Ability to reach in all directions.

RICHMOND SCHOOL DISTRICT

JOB DESCRIPTION

Food Service

Job Summary

Under supervision of the Superintendent, prepares, cooking and serving of a variety of foods in an elementary school food service program. Will prepare a monthly breakfast and lunch menu based on meal pattern requirements for the National School Breakfast and Lunch Program, as well as order and/or purchase breakfast and lunch products and food items. The Food Service worker will set up and serve hot and cold food, beverages, and other food items in portions consistent with meal pattern requirements for the National School Breakfast and Lunch Programs.

During the regular course of work, the Food Service worker may have access to sensitive information. It is expected that all employees of the Richmond School District will not release any sensitive information regarding students, parents/guardians, or staff.

Qualifications

Minimum Qualifications Include:

- High school diploma or equivalent
- Basic skills in reading, writing, and arithmetic are required.
- Two years' experience in commercial or institutional quantity food preparation is desirable.
- Experience in menu planning, food ordering, record keeping, and in preparing and serving varied and balanced menus is desirable.
- Passage of Food Service Test or Safe Serve
- Basic computer skills
- Ability to perform job duties in an accurate and timely manner.

Knowledge/Skills/Abilities

Methods of preparing and serving foods, use and care of institutional kitchen equipment and utensils, proper cleaning and sanitizing methods, principles of kitchen safety, basic arithmetic necessary for recipe conversion to quantities needed for food service to students, follow written recipes and oral instructions, ability to work with chemical and cleaning agents, must have strength to lift and carry food items or objects relating to job.

Essential Functions

- Prepares a variety of foods following standardized recipes, menus, and portion controls in accordance with departmental work production standards.
- Serves and stores food properly.
- Follow proper sanitary procedures in the kitchen.
- Operates and cleans all kitchen equipment and utensils.
- Ensure all foods are served and stored *in* compliance with safety and sanitary regulations per local and state health codes.
- Wipe tables and benches in the cafeteria.
- Sweeps floors in the kitchen and cafeteria areas, puts up tables, and mop spills as needed.
- Monitor students in the food service line and cafeteria as needed.
- Monitor refrigerator and freezer temperatures daily.
- Monitor food inventory to ensure freshness.
- Establishes and maintains cooperative and effective working relationships with staff, students, parents, administrative personnel, and others contacted in the course of work.
- Performs other related duties as assigned.

PHYSICAL REQUIREMENTS

Incorporated within one or more of the previously mentioned essential functions of this job description are the following essential physical requirements:

1	Seldom	=	Less than 25%
2	Occasional		25 - 50%
3	Often		51 - 75%
4	Very Frequent		76%

- 3 Ability to work at a desk, conference table or in meetings of various configurations.
- 4 Ability to stand and walk for extended periods of time on hard flooring.
- 4 Ability to see for purposes of reading printed matter and observing students.
- 4 Ability to hear and understand speech at normal levels.
- 4 Ability to communicate so others will be able to clearly understand normal conversation.
- 4 Ability to bend, twist, stoop, kneel, run, and crawl.
- 3 Ability to lift 50 pounds.
- 4 Ability to carry 25 pounds.
- 4 Ability to operate office equipment.
- 4 Ability to reach in all directions.

Richmond School District

Job Description

Library Technician

Job Summary:

Under supervision of the school superintendent/principal the library technician performs library work, oversees school library; assists in training of library assistants and clerks and performs various tasks in assisting with the educational needs associated with the particular program to which assigned.

During the regular course of work, the Library Technician may have access to sensitive information. It is expected that all employees of the Richmond School District will not release any sensitive personal information regarding students, parents/guardians, or staff.

Qualifications

Minimum Qualifications Include:

- High School Diploma or Equivalent.
- Associates of Arts Degree, 48 college units, or successful passage of the District approved highly qualified paraprofessional exam.

Knowledge/Skills/Abilities

- A knowledge of how to work effectively with children and adults.
- Knowledge of office practices and machines
- Knowledge of library functions and procedures
- Ability to type 30 words per minute.
- Ability to interpret rules and regulations.
- Ability to file alphabetically and numerically.
- Ability to perform clerical duties accurately and rapidly.
- Ability to work cooperatively with others.
- Demonstrate and use computer operation skills.

Essential Functions

- Performs routine but specialized clerical functions in connection with acquisition, receipt, cataloging, circulation, and use of library books and materials, maintains chrome books and chrome book inventory.
- Checks books and materials in and out of Library
- Maintains inventory records for schoolbooks.
- Checks library books received against invoices.
- Records and stamps identifying information into new library books.
- Inputs information in main computers via Destiny Fallett.

- Notifies users of overdue books/ print monthly overdue notices
- Implement library standards with students.
- Supervises and aids students using the library facilities.
- Checks the condition of books and visual aids and repairs torn or damaged library books.
- Maintains order and discipline among students using the library facilities.
- Arranges books for displays and makes/displays posters.
- Prepares bulletin boards and displays.
- Performs a variety of clerical work.
- Supervises students completing tests and completion of make-up work.
- Collaborates with teachers regarding library schedule. Works with and assists students with reading material. Shares new books with classes of students and helps them with research projects.
- Performs other related duties as assigned, including but not limited to reading groups, library skills, detention, Destiny Fallett, etc.
- Chair and organize book fair.

Experience:

One year of work in a school or public library desirable.

Physical Requirements

Incorporated within one or more of the previously mentioned essential functions of this job description are the following essential physical requirements:

1. Seldom	=	Less than 25%
2. Occasional	=	25-50%
3. Often	=	51-75%
4. Very Frequent	=	76%

- 4 Ability to work at a desk, conference table or meetings in various settings.
- 3 Ability to stand for extended periods of time.
- 4 Ability to see for purposes of reading printed matter and observing students.
- 4 Ability to hear and understand speech at normal levels.
- 4 Ability to communicate so others will be able to clearly understand normal conversation.
- 3 Ability to bend, twist, stoop, kneel, run, and crawl.
- 2 Ability to lift 50 pounds.
- 3 Ability to carry 25 pounds.
- 3 Ability to operate office equipment.
- 4 Ability to reach in all directions.

Richmond School District

Job Description

Computer Lab Technician

Job Summary

Under the direction of the Site Administrator, oversees the school computer lab by monitoring students' activities while in the computer lab for the purpose of maintaining a safe environment that is conducive to learning. Demonstrates and teaches proper ethical computer and lab use including keyboard and software applications. This position will be responsible for identifying and monitoring technology standards for grades K-8. Assist certificated teachers in reinforcing instruction to small groups or classes of students in the computer lab and classrooms. Oversee student assignments in the computer lab. Reinforce and provide computer support for classroom assignments. The position independently supervises students in the computer lab during teacher planning time. Performs a variety of paraprofessional duties including assisting individual or small groups with instruction. Promotes lifelong learning by fostering positive attitudes towards technology and by working to develop students' research and critical thinking skills.

During the regular course of work, the Computer Lab Technician may have access to sensitive information. It is expected that all employees of the Richmond School District will not release any sensitive information regarding students, parents/guardians, or staff.

Qualifications

Minimum Qualifications Include:

- High School Diploma or Equivalent
- Associates of Arts Degree, 48 college units, or successful passage of the District approved highly qualified paraprofessional exam.
- Basic knowledge of networking and use of network resources
- Valid California Driver's License
- Strong working knowledge of Windows operating systems and relevant computer software, including but not limited to Microsoft Word, PowerPoint, Excel
- Ability to keyboard.
- One to Two years of computer experience is desirable.

Knowledge/Skills/Abilities

Knowledge of recommended digital literacy and technology skills to support the California State Standards. Knowledge of Principles, methods and procedures of operating computers and peripheral equipment. Knowledge of computers and computer use in an instructional environment. Familiarity with school curriculum. Prepare specialized reports. Must possess excellent organizational skills. Modern office practices, procedures and equipment including the use of computer equipment and related software applications. Learn and utilize new and current technologies. Classroom management and student behavior modification techniques and principles. Oral and written communication skills. Interpersonal skills using tact, patience, and courtesy. Ability to maintain emotional control during difficult situations.

Essential Functions

- Prepares documentation (e.g. reports, instructions, memos, etc.) for the purpose of providing written support and/or conveying information.
- Coordinates scheduling of students and teachers for the purpose of maintaining computer lab operations and activities.
- Assists other personnel as may be required for the purpose of supporting them in the completion of their work activities.
- Assists students with research skills for classroom projects.
- Monitor and maintain acceptable student behavior in the computer lab. Assure student compliance with established computer lab rules.
- Prepares and generates special reports as requested by teachers and administrators.
- Plan with teachers as cooperative partners to integrate curriculum content with resource use and information literacy skills.
- Plans and implements computer lab programs for grade level groups. Schedules testing for MAP and CAASP.
- Prepares bulletin boards and displays.
- Perform other related duties as assigned.
- Performs routine preventative maintenance of computer lab equipment for the purpose of ensuring the availability of the equipment in safe operating condition.
- Performs general clerical duties.

Physical Requirements

Within one or more of the previously mentioned essential functions of this job description; the following essential physical requirements are incorporated:

- | | |
|------------------|---------------|
| 1. Seldom | Less than 25% |
| 2. Occasional | 25-50% |
| 3. Often | 51-75% |
| 4. Very Frequent | 76% |
-
- | | |
|---|--|
| 4 | Ability to work at a desk, conference table or in meetings of various configurations. |
| 2 | Ability to stand for extended periods of time. |
| 4 | Ability to see for purposes of reading printed matter and observing students. |
| 4 | Ability to hear and understand speech at normal levels. |
| 4 | Ability to communicate so others will be able to clearly understand normal conversation. |
| 3 | Ability to bend, twist, stoop, kneel, or crawl. |
| 1 | Ability to lift 50 pounds. |
| 3 | Ability to carry 25 pounds. |
| 4 | Ability to operate office equipment. |
| 4 | Ability to reach in all directions. |

Richmond School District

Job Description

Secretary

Job Summary

Under the supervision of the Site Administrator, the Secretary performs a variety of complex clerical duties, as well as any other duties related to the smooth and efficient operation of the school office. In many instances, this position will require effective communication with parents and students. In this position, the Secretary will hear their concerns and create a positive and welcoming office environment.

During the regular course of work, the Secretary may have access to sensitive information. It is expected that all employees of the Richmond School District will not release any sensitive information regarding students, parents/guardians, or staff.

Qualifications

Minimum Qualifications Include:

- High School diploma or equivalent
- Two or more years of college is desirable.
- Two years of increasingly responsible secretarial and clerical experience
- One year of experience in a school district is desirable.
- Type at a net speed of 55 words per minute from clear copy
- Ability to use various software programs, including but not limited to Microsoft Office Suite, student information software, etc.
- CPR certification is desirable.
- Valid California Driver's License

Knowledge/Skills/Abilities

Knowledge of modern office methods, practices, and procedures; correct English usage, spelling, grammar, and punctuation; and standard office machines such as copiers, fax, and telephone systems. Ability to perform a variety of clerical work involving use of independent judgment and requiring accuracy and speed; spell correctly, make mathematical calculations; understand and carry out oral and written directions; maintain cooperative relationships with coworkers. Use common courtesy in the course of all duties. Use of safety precautions for exposure to bodily fluids.

Essential Functions

- Serves as a secretary and office manager, to the site administrator.
- Greets the public as the "face of the school," responding to parents, staff, and students.
- Coordinates and distributes written, verbal, and electronic communications between the site administrators, students, staff, and the district office.
- Establishes and maintains cooperative and effective working relationships with staff, students, parents, administrative personnel, and others contacted in the course of work.
- Processes new student enrollments and transfers
- Maintains and secures student cumulative records.
- Inputs and maintains unique student identification requirements and all related data, in student information software and Cal Pads.
- Prepares and maintains accurate student records, including student directory information, student schedules, grades, and CAASPP test scores.
- Assists administrator in any and all duties related to the successful administration of CAASPP testing.
- Prepares registration materials, student handbooks, and other forms required for the registration process.
- Prepares class lists by grade level for the new school year, as directed by the site administrator.
- May assist in processing report cards and progress reports.
- Research data and compile information for various federal, state and district reports
- Designs, prepares, and revises documents, reports, and forms.
- Is responsible for various school financial records, maintains and verifies Student Body Funds, prepares monthly report, and deposits funds at local financial institution.
- Is responsible for computing district wide attendance, reconciling weekly and monthly reports and preparing P1, P2, and annual attendance reports.
- Is responsible for maintaining the NSLP cafeteria documentation:
 - Daily lunch sheet tallies, including marking students at the point of service
 - Billings and collections of students and adult accounts.
 - Preparing monthly state and federal reports for lunch and milk reimbursements
- Prepares and reconciles cafeteria cash deposits.
- Maintains volunteer driver logs and insurance information.
- Supervises students in the cafeteria and office.
- Serves as test coordinator for Physical fitness testing.
- Participate in training and in-services as required.
- Provide cross coverage in other areas as needed during lunch, breaks, and employee absences.
- Other related duties as assigned.

Physical Requirements

Within one or more of the previously mentioned essential functions of this job description; the following essential physical requirements are incorporated:

- | | | | |
|-------------|------------|----|--------------------|
| 1. | Seldom | = | Less than 25% |
| 2. | Occasional | = | 25-50% |
| 3. | Often | == | 51-75% |
| 19.13.2.1.1 | | | Very Frequent= 76% |
-
- | | |
|---|--|
| 4 | Ability to work at a desk, conference table or in meetings of various configurations. |
| 2 | Ability to stand for extended periods of time. |
| 4 | Ability to see for purposes of reading practical matter and observing students. |
| 4 | Ability to hear and understand speech at normal levels. |
| 4 | Ability to communicate so others will be able to clearly understand normal conversation. |
| 3 | Ability to bend, twist, stoop, kneel, or crawl. |
| 1 | Ability to lift 50 pounds. |
| 3 | Ability to carry 25 pounds. |
| 4 | Ability to operate office equipment. |
| 4 | Ability to reach in all directions. |

APPENDIX2
SALARY SCHEDULE

Classified Salary Schedule
2023-2024

Range 1 Step 1 Hourly Wage:	\$16.77
Percentage Between Steps 1-6:	4.00%
Percentage Between Steps 6-25:	2.00%
Raise Percentage To Apply:	0.00%

	1	2	3	4	5	6	7	8	9	10	11	12
1	\$16.77	\$17.44	\$18.14	\$18.86	\$19.62	\$20.01	\$20.41	\$20.82	\$21.24	\$21.66	\$22.09	\$22.54
2	\$16.83	\$17.50	\$18.20	\$18.93	\$19.69	\$20.08	\$20.48	\$20.89	\$21.31	\$21.74	\$22.17	\$22.62
3	\$17.54	\$18.24	\$18.97	\$19.73	\$20.52	\$20.93	\$21.35	\$21.78	\$22.21	\$22.65	\$23.11	\$23.57
4	\$18.27	\$19.00	\$19.76	\$20.55	\$21.37	\$21.80	\$22.24	\$22.68	\$23.14	\$23.60	\$24.07	\$24.55
5	\$19.40	\$20.18	\$20.98	\$21.82	\$22.70	\$23.15	\$23.61	\$24.08	\$24.57	\$25.06	\$25.56	\$26.07
6	\$20.18	\$20.99	\$21.83	\$22.70	\$23.61	\$24.08	\$24.56	\$25.05	\$25.55	\$26.06	\$26.59	\$27.12

	13	14	15	16	17	18	19	20	21	22	24	25
1	\$22.99	\$23.45	\$23.91	\$24.39	\$24.88	\$25.38	\$25.89	\$26.40	\$26.40	\$26.40	\$26.40	\$26.40
2	\$23.07	\$23.53	\$24.00	\$24.48	\$24.97	\$25.47	\$25.98	\$26.50	\$26.50	\$26.50	\$26.50	\$26.50
3	\$24.04	\$24.52	\$25.01	\$25.51	\$26.02	\$26.54	\$27.07	\$27.62	\$27.62	\$27.62	\$27.62	\$27.62
4	\$25.04	\$25.54	\$26.05	\$26.58	\$27.11	\$27.65	\$28.20	\$28.77	\$28.77	\$28.77	\$28.77	\$28.77
5	\$26.59	\$27.12	\$27.67	\$28.22	\$28.78	\$29.36	\$29.95	\$30.54	\$30.54	\$30.54	\$30.54	\$30.54
6	\$27.66	\$28.21	\$28.78	\$29.35	\$29.94	\$30.54	\$31.15	\$31.77	\$31.77	\$31.77	\$31.77	\$31.77

1	Custodian
2	Paraprofessionals & Food Service Workers
3	Library Clerk
4	Computer Lab Technician
5	Secretary