

**AGREEMENT**

**BETWEEN**

**PIONEER UNION SCHOOL DISTRICT (“DISTRICT”)**

**AND THE**

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS**

**PIONEER CHAPTER #853 (“CSEA”)**

**July 1, 2022 – June 30, 2025**

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## **ARTICLE I: Agreement**

### **1. Agreement**

The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Pioneer Union School District ("District") and the California School Employees Association and its Pioneer Union Chapter 853 (together "CSEA"), herein referred to as CSEA.

## **ARTICLE II: Recognition**

### **1. Recognition**

The District hereby acknowledges that CSEA is the exclusive bargaining representative for all employees in the Classified Service Unit performing duties of the positions described in the following classifications:

Bus Driver  
Custodian  
Grounds Keeper/Custodian  
Custodian/Grounds/Maintenance Assistant  
Instructional Aide  
Instructional Aide – Bilingual  
Instruction Aide – Power Math  
Instructional Aide – Title 1  
Instructional Aide – Special Education  
Food Service Worker  
Instructional Media Resource  
Clerk-Typist  
Yard Duty Aide  
Health Attendance Assistant  
Extended Day Provider  
Lead Bus Driver  
Pre-School Instructor  
Walt Tyler Student Support  
Classified Nurse  
Mechanic

Revised: 11/19/14; 07/01/15; 01/12/17

### **2. Coverage**

This agreement applies only to employees in the Classified Unit.



## **ARTICLE III: Definitions**

### **1. Immediate Family**

Members of the immediate family shall mean: mother, father, grandmother, grandfather, grandchild of the employee or of the spouse/domestic partner of the employee; spouse of the employee, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, step children, foster children, foster parent, domestic partner, any minors for whom the employee has primary custodial care responsibilities, or any relative living in the immediate household of the employee.

## **ARTICLE IV: Grievance Procedure**

### **1. Grievance Definitions**

The following definitions control the meaning of the terms as used in this Article:

- a. "Grievance" is an allegation by a grievant or CSEA that he/she has been adversely affected by a violation of specific provisions of the Agreement. – Board Approved 01/09/14
- b. "Grievant" means CSEA or the employee(s) signing the grievance.
- c. "Party" means the grievant(s) or the District.

### **2. Time Limits**

Every effort should be made to complete the steps within the time limits contained in the grievance procedure, but with the written consent of all parties the time limitation for any step may be extended. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. Failure at Steps 1 or 2 of this Procedure to communicate the decision on a grievance within the specified time limits shall allow lodging an appeal at the next step of the procedure within the time allotted had the decision been given.

### **3. Presentation**

An employee or his/her representative, or both, may present a grievance while on duty if adequate position coverage has been arranged, or at some other reasonable time.

### **4. Informal Discussion**

The alleged violation shall be discussed informally with the immediate supervisor. During this informal discussion, the grievant shall have the right to have a representative of CSEA present.

### **5. Formal Grievance - Step 1 (Immediate Supervisor)**

- a. If an alleged violation is not resolved in informal discussion to the satisfaction of the grievant, a formal grievance may be initiated. A formal grievance may be initiated no later than twenty (20) work days from the time the employee knew or might reasonably have been expected to know of the act or stated condition which is the basis of the employee's complaint.
- b. A formal grievance shall be initiated in writing on a form as prescribed by the District and attached as Exhibit A. That form shall be completed to show:
  - 1. Grievant's name and work location.
  - 2. Grievant's work function.
  - 3. The date the grievance is delivered to the immediate supervisor.

4. The provision(s) of the agreement alleged to have been violated, misapplied or misinterpreted.
  5. The circumstances of the grievance (a concise statement of the facts constituting the alleged violation, with dates, names and places as appropriate).
  6. The remedy sought by the grievant.
  7. Whether CSEA will represent the grievant(s).
  8. The signature(s) of the grievant(s).
- c. Within ten (10) work days after the initiation of the formal grievance, the immediate supervisor shall investigate the grievance and give his/her decision in writing to the grievant and his/her representative, using the grievance response form attached as Exhibit B. If the grievant is not represented by CSEA, a copy shall be sent to CSEA.
6. Formal Grievance - Step 2 (Superintendent)
- a. If a grievant is not satisfied with the decision rendered in Step 1, he/she may appeal the decision in writing to the Superintendent within ten (10) workdays of receipt of the decision. The grievant shall identify each aspect of the Level 1 decision with which the grievant disagrees.
  - b. The Superintendent or his/her designee shall investigate the grievance as fully as he/she deems necessary, and shall meet with the grievant. The Superintendent or his/her designee shall respond to the grievant within ten (10) work days from the Superintendent's receipt of the appeal. The response shall state the Superintendent's decision and his/her view of the facts and his/her conclusions respecting the contention of the grievant on appeal. If the grievant is not represented by CSEA, a copy shall be sent to CSEA.
7. Formal Grievance - Step 3 (Board)

If the grievant is not satisfied with the decision rendered in Step 2, he/she may appeal the decision in writing to the Board within ten (10) work days of the receipt of the decision. The Board shall hold a hearing on the matter within thirty (30) work days of receipt of the appeal. The decision of the Board shall be rendered no later than the next regular meeting following the meeting at which the matter was considered. The decision of the Board shall be final.

8. Recording the Hearing

At the request of either party, a recording of the hearing shall be made. The cost of the recording shall be borne by the party requesting it. The recording shall be of such quality as to permit the preparation of an accurate transcript.

9. No Reprisals

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

10. Manner of Processing

Supervisors shall treat all grievances confidentially.

## **ARTICLE V: CSEA Rights**

### **1. Communication**

CSEA shall have the right to use, without charge, as permitted by relevant, statutory and case law, dedicated bulletin board space, mailboxes, school mail system, and other District means of communication for the posting or transmission of information or notice concerning CSEA matters.

### **2. Facilities**

CSEA shall have the right to use institutional equipment, facilities, and buildings at reasonable times. The cost of any supplies or materials consumed shall be reimbursed to the District.

### **3. Seniority List**

CSEA shall have the right to be supplied a seniority roster. The roster shall indicate each employee's present classification and primary job site.

### **4. Relevant Information**

CSEA shall have the right to receive upon request without cost, copies of all non-confidential reports related to wages, hours and other terms and conditions of employment which are relevant for CSEA to fulfill its duties and obligations as the exclusive representative of employees covered by this agreement.

### **5. Released Time for Job Representatives**

- a. CSEA may designate two (2) employees to function as job representatives. The designation shall be in writing and shall state the authority of the job representatives. The designation may be revoked or modified, in writing, by CSEA at any time.
- b. Reasonable release time shall be given employees designated as job representative(s) to investigate grievances and to attend conferences with administrators concerning grievances or discipline matters. Such release time, if possible shall be during a duty free period. Job representatives' contact with other employees will be, insofar as possible, when those employees are free of responsibility for student contacts or supervision.
- c. Only one (1) employee designated as a job representative shall receive release time for the same grievance.

## **ARTICLE VI: District Rights**

### **1. Reserved Rights**

It is understood and agreed that the District retains all of its power and authority to direct, manage and control to the full extent of the law. Those powers include, but are not limited to, determining its organization; directing the work of its employees; determining the times and hours of operation; determining the kinds and levels of services to be provided, and determining the methods and means of providing them; establishing and implementing its education policies, goals and objectives and ensuring the rights, including discipline and educational opportunities, of students; determining staffing patterns; determining the number and kinds of personnel required; determining the curriculum; building, moving or modifying facilities; establishing budget procedures and determining budgetary allocations; determining the methods of raising revenue; and taking action on any matter in the event of an emergency.

### **2. Additional Reserved Rights**

In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate by layoff or otherwise, and discipline employees, including the timing and the number of employees so affected, as well as any other aspect of layoff or the implementation thereof. This shall not be construed to override specific terms of this agreement.

### **3. Incidental Rights and Rights Subject to Terms of Agreement**

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

### **4. Emergency Action**

The District retains its right to suspend policies and practices referred to in this agreement during any emergency. Emergencies shall include, but are not limited to, epidemics injurious to the health and welfare of students and staff, earthquakes, fog, snow, fire, bomb threats and malfunction of school equipment. The determination of whether or not an emergency exists is solely within the discretion of the Superintendent.

## **ARTICLE VII: Organizational Security**

1. District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative.
2. The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database.
3. CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.
4. Dues Deduction:
  - a. The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.
  - b. The District's managers, supervisors and confidential employees shall be either positive or neutral regarding employees' decisions to belong to an employee organization or participate in its activities. Managers, supervisors and confidential employees shall not instruct employees on the process to leave CSEA, but instead simply refer any questions to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.
  - c. The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.
  - d. There shall be no charge by the employer to CSEA for deductions.
5. Membership Information
  - a. The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.
  - b. The District shall reject all Public Records Act requests from outsiders for work email addresses for bargaining unit members unless there is a court decision directing public agencies to release this information.
6. Hold Harmless Provision:
  - a. 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.

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

#### 7. District Notice to CSEA of New Hires

- a. Provide CSEA With Notice of New Hires: The District shall provide the CSEA Labor Relations Representative and Association President notice of any newly hired employee, within thirty (30) days of date of hire, via electronic mail. The notice shall include full legal name, date of hire, classification, and site.
- b. Definition of a Newly Hired Employee: “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 agreement 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.

#### 8. Employee Information

- a. Provide CSEA With New Hire Contact Information: On the last workday of each month, the District shall provide to a CSEA, via a mutually agreeable secure FTP site or service, the name and contact information on the new hires. This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District. Newly hired employees may, in accordance with the Public Records Act (PRA), request not to have their home address, home telephone number, personal cellular telephone number, and birth date provided to their exclusive representative. Under the PRA, this personal information is not open to public disclosure, but is open to the exclusive representative, unless the employee affirmatively requests otherwise. (County of Los Angeles v. Los Angeles County Employee Relations Commission (2013) 56 Cal.4m 905.) The employer may not encourage employees to make such a request.

The information shall be provided electronically via a mutually agreeable secure FTP format and shall include the following items, with each field in its own column:

1. First Name;
2. Middle initial;
3. Last name;
4. Suffix (e.g. Jr., III)
5. Job Title;
6. Department;
7. Primary worksite name;



8. Work telephone number;
9. Work Extension
10. Home Street address (incl. apartment #)
11. City
12. State
13. ZIP Code (5 or 9 digits)
14. Home telephone number (10 digits);
15. Personal cellular telephone number (10 digits);
16. Personal email address of the employee;
17. Hire date.

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.

- b. Provide CSEA With Periodic Update of Unit Member Contact Information: The District shall provide CSEA, via a mutually agreeable secure FTP site or service, all bargaining unit member names and contact information on the last working day of September, January, and May. The specific employee information required to be submitted and the method of reporting shall be determined by CSEA but shall include all the information described above in section 7.8.a of this Agreement.

## 9. New Employee Orientation

- a. Definition of New Employee Orientation: "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.
- b. Provide CSEA With Access to New Employee Orientations: 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. The notice shall be provided to the Labor Relations Representative and the Association President or designee. Orientation sessions may include individual (one-on-one) new hire meetings with a Human Resources representative, a site administrator and/or group orientation sessions.
- c. Individual Orientations: In the event the District conducts one-on-one orientations with new employees, CSEA shall have up to thirty (30) minutes of paid release time, including travel time, for one (1) CSEA representative to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.

- d. The orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time.
- e. During CSEA's orientation session, no District manager or supervisor or non-unit employee shall be present.

## **ARTICLE VIII: Personnel Files**

### **1. Place of Filing**

The personnel file for each employee shall be maintained at the District office.

### **2. Inspection of Files**

Every employee, or his/her representative who has been so designated in writing by the employee, shall have the right, upon request, to inspect materials in the personnel file in accordance with Education Code Section 44031. Such inspection shall be in the presence of a designated representative of the District, and insofar as possible shall occur at a time when such employee is free from required student contacts.

### **3. Placement of Material in File**

- a. An employee shall be given a copy of any material to be placed in his/her personnel file. Information of a negative or derogatory nature shall not be entered into the file unless and until the employee is given notice, and an opportunity to review and prepare written comments.
- b. Notice of intent to place material of this nature in the file shall be given to the employee at least five (5) work days before filing. Employees have the right to respond in writing, within five (5) work days to the material placed in the personnel file. This timeline shall be extended by the number of days an employee is out of the district, if necessary.

### **4. Right of Inspection**

An employee shall have the right at any reasonable time without loss of pay to examine and/or obtain copies of any material from the employee's personnel file.

### **5. Held in Confidence**

All personnel files shall be kept in confidence and shall be available for inspection only when actually necessary in proper administration of the District's affairs or the supervision of the employee. Personnel files will be reviewed within the District Office.

### **6. Removal of Material**

Upon request of the employee and with specific identification of the material, any derogatory materials which have been in the employees' files for over two (2) years may be sealed. Once sealed, the material may be opened only upon specific written direction of the Superintendent stating the reason for opening. That writing shall remain in the file.

## **ARTICLE IX: Evaluation**

### **1. Performance Reports**

Probationary employees are designated as permanent employees of the school district after serving a prescribed period of probation that shall not exceed six months or 130 days of paid service, whichever is longer. A permanent employee who accepts a promotion and fails to complete the probationary period for that promotional position, shall be employed in the classification from which the employee was promoted.

All probationary employees shall be formally rated twice; once midway through, on or near the 65th day of paid service, and once before the conclusion of the probationary period of employment. Permanent employees shall be formally rated at least annually. The formal rating shall be in writing and shall be on an employee performance report form. Each such performance report must consider the employee's job effectiveness and ability.

### **2. Formal Evaluation**

No formal evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator during the unit member's work shift. Any formal evaluation shall include specific recommendations for improvement and provisions for assisting the employee as deemed appropriate by the evaluator. Recording from bus surveillance cameras shall not be used for employee evaluation purposes. The bargaining unit member shall have the right to respond to the evaluation in writing within ten (10) workdays. Such response shall be attached to the evaluation.

### **3. Evaluator**

Each employee is to be evaluated by his/her immediate supervisor. (Principal, Superintendent, Director of Transportation, Maintenance/Custodial Supervisor)

### **4. Evaluation Form**

Performance Reports shall be made on the forms attached as Exhibit C. Only reports on that form shall be considered to be formal evaluations.

### **5. Employee's Copy**

Whenever a formal evaluation is made the employee shall sign the evaluation form. The signature of the employee only indicates receipt of the form. A copy of the report shall be given to the employee.

## **ARTICLE X: Hours and Overtime**

### **1. Lunch Period**

- a. Classified employees assigned to a work day of five (5) or more consecutive hours shall be allowed a meal period of not less than thirty (30) minutes. The employee shall be considered "off duty" and the time is not counted as work time. The meal period shall be scheduled approximately in the middle of the work shift.
- b. If, because of work necessity, an employee is directed to remain at his/her workstation during the meal period, it shall be considered "on duty" and counted as time worked.

### **2. Rest Periods**

- a. Classified employees shall be allowed to take rest periods which, insofar as practicable, shall be in the middle of the work period. Allowed rest periods shall be based on the total consecutive hours worked daily at the rate of 15 minutes per four (4) hours or major fraction thereof. Rest periods are counted as "work time." Employees who elect not to take their rest period shall not be granted additional payment compensatory time.
- b. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.

### **3. Workweek**

The workweek shall consist of five (5) consecutive days, Monday through Friday, consisting of not more than eight (8) hours per day and forty (40) hours per week. This article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.

### **4. Workday**

The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this agreement. Each bargaining unit employee shall be assigned a fixed and regular number of hours.

### **5. Compensation for Overtime**

- a. The employee shall be compensated at a rate of one and one-half (1½) times his/her regular rate of pay for work in excess of forty (40) hours per week, or eight (8) hours per day. Overtime shall be approved in advance by the immediate supervisor, except in the case of extenuating circumstances.
- b. All hours worked on mandated holidays shall be compensated at one and one-half (1½) times the regular rate of pay in addition to the regular holiday pay already received. EC45203; Labor Code 88203. (Board Approved: 05/12/16).

## 6. Summer School Assignments

- a. If the District conducts summer school, District classified employees shall be given priority for employment.
- b. An employee who accepts a summer school assignment in accordance with the provisions of this section shall receive, on a pro-rata basis, no less than the compensation and benefits applicable to that classification during the regular academic year.

## 7. Adjustment of Assigned Time

An 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.

## 8. Voting Time Off

If an employee's work schedule is such that it does not allow sufficient time to vote in any federal, state, or local election in which the employee is entitled to vote, the District shall arrange to allow sufficient time for such voting by the employee without loss of pay.

## 9. Field Trips

- a. For purposes of driver assignment, field trips are bus runs for special occasions such as athletic events, and visits to areas for educational and recreational school purposes and are offered on the basis of seniority.

Example: Trip A is offered to the most senior driver. If he/she declines the offer, the next most senior driver is offered the trip and so on. If they accept, they drive.

Trip B is offered to the next most senior driver in the rotation list. If he/she declines, the offer will be made to the next driver on the seniority rotation list.

- b. Drivers are eligible for trips if they have permanent status and have been qualified by the bus driver trainer for the conditions to be driven (e.g. special city or snow conditions).
- c. Instructional aides participating in field trips as chaperones or supervisors as part of their regular classroom assignment will be paid their hourly rate for all hours served while on the field trip up to a maximum of eight (8) hours per day.
- d. Instructional aides are required to attend a trip which does not extend beyond their regular work hours with approval of each teacher worked for and the principal. There will be no "make-up" time for any class where time is missed. It is the "sponsoring or trip teacher's" role to initiate approval from other teachers involved.

The “sponsoring or trip teacher” may arrange for traded aide hours with other teachers involved, i.e., aide attends trip for three hours with no aide service to other teacher on the day of the trip. THEN works three hours for the “unserved” teacher on another day and zero hours for the “trip teacher.”

- e. An instructional aide participating in a field trip as a parent or chaperone must take the time without pay and must have approval from the principal.
- f. An instructional aide participating in a field trip as a parent or chaperone will not be allowed to “make-up” the time missed.
- g. When participating in multiple day field trips, the instructional aide will be paid their regular hourly rate up to a maximum of eight (8) hours per day for each day served. Aides on this type of field trip have the option of serving their time, up to eight (8) hours, and then retiring to another location at the end of their eight (8) hour work day and at their own expense.
- h. An instructional aide whose class is attending a field trip which extends beyond the aide’s Regular work hours may elect to remain on the school site and:
  - 1. Work their regular hours performing duties for their teachers; or
  - 2. Work in another classroom for another teacher while that teacher’s instructional aide participates in the field trip as a chaperone or volunteer without pay. The instructional aide remaining in the classroom will work their regular number of hours, and will cover the duties of the field trip participating aide.

All teachers must agree to this arrangement prior to the trip occurring and the Principal must give approval

## ARTICLE XI: Pay and Allowances

### 1. Regular Rate of Pay

- a. Unit member shall be compensated in accordance with the salary schedule attached hereto as Exhibit D.
- b. The district shall provide a payroll information sheet to each classified employee in September of each year.

### 2. Frequency - Once Monthly

All employees in the bargaining unit shall be paid once per month, on the last workday of the month.

### 3. Anniversary Date

The anniversary date for all employees shall be their hire date in the District as a probationary employee. The first date of paid service shall not include employment prior to a break in service as defined in Article XVI, Section 3a. (Industrial Accident)

### 4. Salary Step Advancement

For purposes of advancement to the next step of the salary schedule, the employee shall have completed his/her probationary period and worked sixty percent (60%) of the assigned days for that position in the prior school year. All employees eligible for step advancement will be advanced on July 1 of the year.

### 5. Salary on Promotion

Whenever an employee is appointed to a higher class or position than the one he/she formerly occupied, he/she shall receive a higher rate of pay but in no event will he or she receive less than a five percent (5%) increase.

Whenever an existing bargaining unit member is appointed to an additional position in a higher class or position than his/her current position, he/she shall receive a higher rate of pay in the additional position but in no event will he/she receive less than a five percent (5%) increase.

### 6. Compensation during Required Training Periods

- a. An employee, required by the District, whether or not pursuant to State or Federal law, to engage in training of any kind shall be reimbursed course fees, textbook, and/or supply costs, mileage and time spent in such training **not to exceed ten (10) hours.** (Revised/Board Approved 10/09/08)



- b. Where training is undertaken for the purpose of maintaining a current transportation license or certificate, bus drivers shall not be reimbursed as provided in (a) above if:
  - 1. The District offered staff development days where mandated hours could have been obtained, but were not; except in cases of illness, which must be verified by a physician.
- c. Should the District not offer classes to bus drivers to maintain their mandated hours, the said bus driver will be compensated for classes taken outside of District not to exceed ten (10) hours. (Revised/Board Approved 10/09/08).
- d. The district will not reimburse bus drivers the cost of maintaining or renewing their transportation license or certificate. (Revised/Board Approved 09/11/2008).

7. Compensation for an Employee Working Out of Classification

- a. An employee shall not be required to perform duties not a part of his/her classification except as provided in this section.
- b. An employee assigned to the duties of a higher position other than his/her regularly assigned position shall be paid at the highest rate of the two rates.
- c. Any assignment described above shall be authorized in writing by the Superintendent or his/her designee.

8. Classified School Employee Summer Assistance Program (CSESAP)

The District agrees to participate in the Classified School Employee Summer Assistance Program ("CSESAP") as per the terms & conditions of Exhibit E of the Collective Bargaining Agreement.

## **ARTICLE XII: Fringe Benefits**

### **1. Benefit Programs for Active Employees and Limit on District Premium Payments**

- a. Per CVT Blue Cross, Delta Dental Standard, VSP vision.

### **2. Limit on District Premium Payments**

- a. The District shall pay the full cap for employees who work 8 hours per day for the instructional year. Part time employees' entitlement shall be based on a pro-ration that his/her service bears to full time.

## ARTICLE XIII: Employee Expenses

### 1. Physical Exams

Some classified employees are required to have periodic physical exams as part of their employment. Bus drivers are the main group affected by this. The district may select the physician and will pay actual costs for the exam. Employees wishing to schedule exams with a physician other than the district selected physician may do so and present a bill from their physician and the district will pay the physician directly – up to an annually established accepted local rate – to an amount equivalent to the costs for such physical exams at Rapid Care. ***Board Approved Revision: 02/12/15***

### 2. TB Tests

The district will reimburse employees for the costs of the TB test, up to an amount equivalent to the costs for such tests at the El Dorado County Health Department.

### 3. CPR/First Aide

The district will attempt to provide training during the academic year and on regular work days. Employees required to have certification which cannot be provided by the district may be reimbursed for authorized training provided by another agency.

### 4. Drivers License

Bus drivers are required to have a Class B license. This license is a professional responsibility, just as a teacher must maintain and pay for their professional license (credential).

### 5. Use of Personal Necessity

Exams, tests and training which an employee could schedule during non-work hours should be scheduled so to minimize impact on our programs. If an employee elects to schedule during work hours they may use personal necessity time. Personal necessity requires prior approval of the employee's supervisor and an administrator.

## ARTICLE XIV: Holidays

### 1. Regular Holidays

Regular Holidays are:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January Lincoln's Day
Lincoln's Day	As calendared
Washington's Day	As calendared
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
	Day before Thanksgiving
Thanksgiving	Thursday proclaimed by the President to be Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

### 2. Special Holidays

Any day appointed by the Governor, the President or the Board as a public fast, thanksgiving or holiday, shall be a holiday, unless it is a special or limited holiday.

### 3. Eligibility

To be entitled to the holiday, an employee must be in a paid status during any portion of the regularly assigned workday immediately preceding or succeeding the holiday.

### 4. Holidays at Winter Recess

Employees not normally assigned to duty during the winter break period shall be entitled to December 25 and January 1 and any holiday declared by the Board which falls during the winter break provided they were in a paid status during any portion of the workday of their normal assignment immediately preceding or succeeding the holiday period.

### 5. Cancelled School Day

When a regularly scheduled school day is cancelled classified employees shall be offered the opportunities to:

- a. Make up the time
- b. Use a vacation day (12-month employees only)

- c. Use sick leave
- d. Receive a dock in pay for the time

Classified employees will be required to work on any day or days that students are required to make up.

6. Sunday Holidays

When a holiday, which the District authorizes, falls on Sunday, all employees shall be entitled to the Monday following as a holiday with pay. Temporary and substitute employees, do not qualify for this.

7. Saturday Holidays

When a holiday which the District authorizes falls on Saturday, all employees shall be entitled to the preceding Friday as a holiday with pay. Temporary and substitute employees, do not qualify for this.

## **ARTICLE XV: Vacation**

### **1. Vacation Accrual**

Vacation with pay shall be earned by employees based on the equivalent of full-time service from the date of appointment.

Vacation credit shall accrue to the employee on the first day of the fiscal year in which it is earned.

Vacation time shall be earned and accumulated on an annual basis (pro-rated for less-than 1.0 FTE) in accordance with the following schedule based on years of service:

YEARS OF SERVICE	VACATION DAYS PER YEAR
0-3	12
4-8	15
9-13	18
14-17	20
18+	23

### **2. Vacation Scheduling**

Due to the requirements of the instructional program, school-term employees are not permitted to take vacation during the regular instructional program. Vacation shall be paid with their regular compensation.

### **3. Vacation Pay Upon Termination**

When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the day of termination.

## **ARTICLE XVI: Leaves**

### **1. General Terms Governing Leave**

- a. No absence under any leave provision shall be considered a break in service. Only paid leave shall be counted on an equivalent day for day basis.
- b. Employees on paid leave shall continue to receive the benefits provided in the article on Health and Welfare Benefits.
- c. Employees on unpaid leave shall be entitled to continue their Health and Welfare Benefit coverage at their own expense.
- d. The District may require reasonable verification of the use of sick leave as defined below.
- e. No reduction in hours shall be imposed upon a return from leave unless such reduction is pursuant to Article XIX, layoff.

### **2. Sick Leave**

- a. Sick leave utilization shall be for physical and mental injury, illness, or disability absences of the employee, or for the employee to care for the employee's child, the employee's spouse, or any relative living in the immediate household of the employee. Sick leave with pay shall be earned by employees based on the equivalent of full-time service from the date of employment. Sick leave may be taken in no less than fifteen (15) minute increments.
- b. Sick leave shall be earned at the rate of one (1) day for each calendar month of continuous full-time service, with an annual maximum of twelve (12) days for twelve (12) month employees. A part-time employee shall be entitled to sick leave in the same ratio that his/her employment bears to full time, twelve (12) month employment.
- c. At the beginning of each fiscal year the full amount of sick leave granted under this section shall be credited to each employee. Such leave may be taken at any time within the employee's assigned work year.
- d. All unused sick leave may be accumulated without limit.
- e. In case an employee resigns or otherwise leaves the service of the District after having used more sick leave days than may have been earned for any current year, as defined in paragraph b. above, plus any prior year accumulations, a deduction shall be made in the salary or wages which may be due for each day of sick leave used and not earned.
- f. An employee becoming aware of the need for absence due to surgery or pregnancy/childbirth shall submit a statement from his/her physician as far in advance of the initial disability date as possible. The physician's statement shall include, if known, the

anticipated beginning date of disability, the cause of the disability, and the anticipated date of return to active service.

1. A disability caused by pregnancy/childbirth shall be treated as an illness for the purpose of sick leave or under any health or temporary disability insurance plan provided through the District.
2. The length of the leave of absence, including the date on which the leave shall commence, shall be determined by the employee and the employee's physician with notification to the Superintendent or his/her designee.
3. The pregnancy/childbirth leave ceases as soon as the employee's physician certifies in writing that the temporary disability has ended; provided, however, that such leave shall normally terminate not later than thirty (30) calendar days following childbirth or the termination of pregnancy, unless it is verified by the written statement for the employee's physician that the temporary disability still exists, in which case, such leave may be extended until such time that the physician certifies that the disability has terminated.

### 3. Industrial Accident and Illness Leave

- a. An employee who is absent for duty because of an illness or injury defined as an industrial accident or industrial illness under provisions of the Workers' Compensation Insurance Law, shall be granted paid industrial accident leave for each such illness while receiving temporary disability benefits from Workers' Compensation, provided that the employee has probationary or permanent status.
- b. Paid industrial accident leave shall be for not more than sixty (60) workdays in any one-(1) fiscal year.
- c. Paid industrial accident leave shall be reduced by one (1) day for each day of authorized absence regardless of the temporary disability allowance made under Workers' Compensation. Days absent while on paid industrial accident leave shall not be deducted from the number of days of paid illness leave to which an employee may be entitled.
- d. If the employee is still unable to return to duty after exhausting paid industrial accident leave, the employee shall be placed on paid illness leave if eligible therefor. Accumulated illness leave will be reduced only in the amount necessary to provide a full day's wages or salary as indicated in the employee's assignment, when added to compensation without penalties from the compensation insurance fund.
- e. After all paid illness leave has been exhausted following a paid industrial accident leave, an employee may choose to receive pay from accrued vacation, earned compensatory time, or other earned leave regular salary when receiving a temporary disability allowance without penalties from the compensation insurance fund.



- f. After the expiration of all paid leave privileges, the appointing authority may place the employee on an industrial accident leave without pay.
- g. Upon return to service from any paid or unpaid leave resulting from an industrial accident or industrial illness, an employee shall be assigned to a position in his/her former class ahead of any employee with a lesser amount of seniority. If no vacancy exists in his/her former class, he/she may displace the most recently appointed employee in the class with less seniority. If an employee's former class has ceased to exist, the employee may be reassigned or placed on a suitable reemployment list.
- h. When all paid or unpaid leaves of absence have been exhausted following an industrial accident or industrial illness, the employee's name shall be placed on the reemployment list for a period not to exceed thirty-nine (39) months for the class from which he/she was on leave.
- i. An employee who fails to accept an appropriate assignment after being medically approved therefor shall be removed from the reemployment list. Appropriate assignment is defined as an assignment to the employee's former class, in his/her former status and time basis.
- j. While an employee is on any paid leave resulting from industrial accident or industrial illness, the employee's salary paid by the District shall not, when added to a normal temporary disability allowance award without penalties granted by Workers' Compensation Insurance Laws, exceed the employee's regular salary. An employee's salary is computed on the basis of the number of hours and days in his/her basic daily assignment.
- k. During all paid leaves resulting from an industrial accident or illness, the employee shall endorse to the District wage loss benefit checks received under Workers' Compensation Laws of this State. The District in turn shall issue the employee appropriate warrants for the payment of wages or salary and shall deduct normal retirement and other authorized contributions.
- l. In the event that an employee receives a loss benefit check in connection with a claim, it should be endorsed "pay to Pioneer Union School District" signed by the employee and delivered to the Payroll Office within fifteen (15) days after the issue date. Failure to observe this rule may result in a reduction of his/her next regular salary warrant by the amount of the benefit check, if delivery is unreasonably delayed.

#### 4. Personal Necessity Leave

Employees covered by this agreement shall be entitled to use a maximum of seven (7) days of accrued sick leave each fiscal year for any of the purposes listed below:

- a. Death or serious illness of a member of the unit member's immediate family.
- b. An accident involving his person or property, or the person or property of a member of his immediate family.

- c. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
- d. Other personal necessities which are allowed at the discretion of the superintendent or designee.
- e. The employee shall give the district twenty-four (24) hours prior notice for use under 16.4(c) and 16.4(d) except in an emergency.

5. Bereavement Leave

Each employee is granted up to five (5) work days with pay for bereavement leave of absence for the death of any member of his/her immediate family.

6. Military Leave

An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

7. Jury Duty

- a. An employee shall be allowed such time off with pay as is required in connection with jury duty; provided, however, that payment shall be made for such time off only upon presentation of a signed receipt showing actual days served on jury duty and remittance in full of jury fees, or upon submittal of acceptable evidence that jury fees were waived.
- b. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.
- c. The employee shall be required to report to work within two (2) hours of his/her release from jury duty if at least two (2) hours of that person's assigned workday remains after such two (2) hour period.
- d. Such employee shall notify the District Office immediately upon receiving notice of jury duty.
- e. An employee who takes vacation or compensatory time off while on jury duty shall not be required to remit or waive jury fees in order to receive his/her regular salary.

8. General Leave

- a. A leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the District and an employee. A classified employee on leave of absence will not advance on the salary schedule for time spent on leave. The employee must notify the district by a predetermined date as to plans to return to the district upon

completion of the leave. Upon return from leave of absence the employee will be assigned a position within their classification.

## **ARTICLE XVII: Transfers/Reassignment**

### **1. Definitions**

- a. A "vacancy" is a position in the classified service covered by this Agreement which is intended to be filled and for which there is no incumbent serving or on leave of absence.
- b. A "reassignment" is the filling of a vacancy within the district in the same classification as the employee filling it.
- c. A "transfer" is a movement to another position within the same classification.
- d. A "classification" is the title of the job description, i.e. Instructional Aide, or Instructional Aide – Special Education, or Custodian, etc. A classification is a job with unique duties and requirements.
- e. A "position" is the location at which an employee serves in their job classification, i.e., Mountain Creek School, Pioneer School, Transportation, Food Service, Grizzly Pines School, etc.
- f. An "assignment" is the number of days and times of day worked in a position.

### **2. Reassignment/Transfer**

- a. A permanent employee may apply for reassignment/transfer at any time to any vacancy or any new position created within his/her present classification by filing a written request with the District office.
- b. The District shall consider all requests for reassignment/transfer pursuant to subdivision 17.2(a) before making an involuntary reassignment/transfer or hiring a new employee.
- c. The District may transfer an employee within a classification to another position within the same classification as long as the length of workday remains the same.
- d. When a new position is created or an existing position becomes vacant, the District shall first offer the opportunity to be reassigned to bargaining unit employees serving in the same class in the District. All vacancies shall be posted by the District for not less than five (5) working days at all work locations prior to their being filled. The offer communicated by posting is for consideration only and does not require that a present employee be selected. However, any employee applicant shall be granted an interview.

## **ARTICLE XVIII: Promotion**

### **1. Posting of Vacancy**

- a. Notices for job vacancies within the unit, as defined in Article XVII, 1, a, shall be posted on bulletin boards for a period of five (5) workdays. In addition, all unit members will receive a copy of the posting in their mailbox.
- b. The notice shall include class title, salary, nature of the work to be performed, and the deadline date and place for filing.
- c. Before filling the position the immediate supervisor shall consider all applications received.
- d. This Article shall not apply to vacancies to be filled by transfer.
- e. Should an internal candidate meet the minimum qualification defined in the vacancy notice, he/she will receive an interview.
- f. If a vacancy occurs and it is to be filled during summer recess, all employees will be notified of the vacancy by First Class Mail and electronic mail.
- g. An employee on a leave of thirty (30) days or more will be notified, by mail and electronic mail, of vacancies in the District.

## **ARTICLE XIX: Layoff**

### **1. Layoff**

A layoff for purposes of this Article shall be considered as an involuntary separation of an employee due to lack of funds and/or lack of work. Whenever it becomes necessary to invoke layoff procedures, the Board of Trustees will take action in public session in the form of a resolution or Board action, in accordance with normal Board procedures.

### **2. Calculation of Seniority**

Seniority shall be determined by the date of hire. Order of lay-off shall be determined by seniority in class plus any higher classes. If two or more employees subject to lay-off have equal seniority the determination will be made by lot.

### **3. Order of Layoff**

- a. Layoffs shall be determined by seniority in class plus any higher classes.
- b. The following order will prevail in the reduction of classified personnel:
  1. Short-term employees, by classification.
  2. Substitute employees, by classification.
  3. Probationary employees, by classification.
  4. Permanent employees, by classification.

This provision does not mean that a substitute employee, actually serving less than thirty (30) days, need be removed from the position before a probationary or permanent employee is laid off.

### **4. Notice of Layoff/Reduction of Hours**

- a. When a layoff of classified employees is anticipated by the administration, and at least forty-eight (48) hours before any Board action is taken on layoff of classified employees, the District shall notify the local CSEA president in writing of the proposed action.
- b. No less than five (5) work days before the date lay-off notices are sent to employees, the District will provide CSEA chapter president and Labor Relations Representative with an updated seniority roster for the classifications(s) in which the layoff is anticipated.
- c. A list of positions and/or hours recommended for reduction or elimination and, for information only, any non-confidential documents supporting the need for layoff will be

furnished to the CSEA chapter president and Labor Relations Representative at the time such information is given to the Board of Education.

- d. An employee may challenge his/her place on the seniority roster by making objections to the Superintendent who shall review the objections and conduct an audit if requested and make the results of such audit known to CSEA chapter president and Labor Relations Representative and the employee(s) prior to the effective date of any layoff involving such employee(s).
- e. After a Board action has been taken on a layoff, a written notice of layoff shall be given to affected employees, no less than forty-five (45) calendar days prior to the March 15 deadline to notice unit members. Such notice shall indicate the layoff effective date and inform the unit member of his/her right to a hearing if applicable, displacement rights, if any, and reemployment rights. If the layoff is due to the expiration of specially funded program(s), notice shall be given no less than sixty (60) calendar days prior to the effective date of the layoff. CSEA and the District agree to abide by Education Code Section 45117. A termination interview with the Superintendent may be scheduled during normal working hours, if requested by the employee.

#### 5. Displacement (Bumping) Rights

- a. A permanent employee in the classified service who is laid off from a class, and who has previous service in an equal or lower class, shall have the right to bump an employee with less seniority in that class. Seniority shall include the total of the previous service in the equal or lower class plus service in the class from which layoff occurs and in higher classes.
- b. An employee who has been removed from his/her classification for lack of work or lack of funds, after exercising his/her bumping rights, may accept a voluntary demotion to a vacant position in a lower class or placement in an equal class, provided that the employee is qualified to perform the duties thereof and provided further that the District approves such reassignment. Such employee shall maintain his/her reemployment rights as defined in this article.

#### 6. Reemployment Rights

- a. For a thirty-nine (39) month period from the effective date of layoff, laid off employees are eligible for reemployment in the classification from which laid off and shall be re-employed in the reverse order of layoff, as vacancies become available.
- b. Laid off employees who, at the time of layoff, took voluntary demotions or voluntary reductions in assigned time shall be, at the employee's option, returned to a position in their former classification or to a position with increased assigned time as vacancies become available and for a period of sixty- three (63) months from the effective date of layoff. Such employees shall be ranked in accordance with their seniority on the reemployment list(s).

- c. An employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of opening(s) for which he/she is eligible. The notice shall be by certified mail to the last address of the employee on record with the District.
- d. In lieu of certified mail notice, the District may elect to give notice by telephone or in person. If the position is refused, the District will confirm such refusal by letter to the employee. CSEA shall be given written notice of all employees offered reemployment.
- e. Within five (5) calendar days of mailing the offer of employment notice or within five (5) calendar days of telephone or personal contact, the employee must accept the position or the right to it is deemed waived. The period shall be extended to the next work day if it would otherwise end on a non-work day.
- f. The District may simultaneously send out notices of vacancy to more than one person on a reemployment list provided that a more junior person may be given the vacancy only when those with more seniority have declined or waived it.
- g. Any acceptance by such employee of an assignment to a classification lower than the classification from which he/she was laid off or to the same classification but with fewer hours, shall not affect his/her original thirty-nine (39) month rights to reemployment in his/her former classification and with the same number of hours. If the employee accepts reemployment, he/she must report to work within eleven (11) work days following receipt of the reemployment offer unless a later reporting date is indicated on the reemployment offer or the District approved a later reporting date.

7. Seniority

Seniority earned to and including the effective date of layoff shall be reinstated to the employee who is subsequently re-employed by the District. Step placement on the salary schedule shall be the same as on the layoff date.

8. Sick Leave Hours

Sick leave hours earned and unused at the time of layoff shall be restored upon reemployment.

9. Vacation and Compensatory Time

Vacation and compensatory time earned and unused at the time of layoff shall be computed and paid off with the final warrant due the employee.

10. Retirement in Lieu of Layoff

The District agrees that when an offer of employment is made to an eligible person retired under this regulation, and the District received within five (5) working days a written acceptance of the offer, the retired person shall be allowed sufficient time to terminate his/her retired status with PERS.



#### 11. Reemployment as a Short-Term or Substitute Employee

An employee who has been laid off for lack of work or lack of funds, and who is on a layoff reemployment list, may be employed as a substitute or short-term employee in his/her original class or any other class for which he/she is qualified and they accept the District's offer of such work, and such employment shall in no manner jeopardize or otherwise affect his/her status or eligibility for reemployment. Persons on a reemployment list employed as a substitute or in a limited term position do not accrue seniority.

## **ARTICLE XX: Classification and Reclassification**

### **1. Creation of New Positions**

All newly-created positions, except those that are lawfully management, certificated, confidential or supervisory, shall be assigned to the bargaining unit. The determination of management, certificated, confidential, or supervisory employees, for the purpose of placing said positions in the bargaining unit, shall be made by mutual agreement between the District and CSEA. Disputed cases shall be submitted to the Public Employment Relations Board (PERB) for resolution.

### **2. Placement in Class**

Every bargaining unit position shall be placed in a class.

### **3. Incumbent Rights**

When any positions or class of position is reclassified, the incumbents in the positions shall be entitled to serve in the new position(s), provided they are qualified.

### **4. Classification and Reclassification Requirement**

- a. At least ten (10) working days before the reclassification of any positions or class of positions, the Superintendent shall notify CSEA in writing.
- b. Upon request, the District will meet with the CSEA before any action is taken. Either party may propose a reclassification at any time during the life of this Agreement for any position.

## **ARTICLE XXI: Safety**

### **1. Unsafe or Unhealthy Conditions**

Employees shall not be required to work under unsafe or unhealthy conditions or perform tasks, which may endanger their health or safety.

### **2. Report of Condition**

Any employee who observes a working condition which is believed to be unsafe or unhealthy shall report such conditions in writing including the reasons for believing it to be unsafe or unhealthy to the appropriate administrator. The administrator will respond in writing as soon as reasonably possible but not to exceed ten (10) work days as to what has been determined based upon investigation.

## **ARTICLE XXII: Contracting Out Bargaining Unit Work**

### **1. Restriction on Contracting Out**

During the life of this Agreement, the District agrees that it will not contract out paid work which has been customarily and routinely performed by employees in the bargaining unit; which will result in the displacement or reduction in hours, wages, transfer, or reassignment of bargaining unit employees.

## **ARTICLE XXIII: Severability**

### **1. Savings Clause**

If any provision of this agreement should be held invalid by operation of law or by the final judgment of any court of competent jurisdiction, or by an un-appealed decision of the Public Employment Relations Board, the remainder of this Agreement shall not be affected thereby.

### **2. Replacement for Severed Provisions**

In the event of suspension or invalidation of any article or section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination, for the purpose of arriving at a mutually satisfactory replacement for such article or section at the request of either party.

## **ARTICLE XXIV: Application and Agreement**

### **1. Agreement of Parties**

This Agreement contains the agreement of the parties as to all existing matters. Nothing contained herein shall be interpreted as precluding the right of the Association to negotiate on matters which develop after entering into this Agreement and which have not been heretofore agreed upon by the parties and which represent conditions not covered by this Agreement, including those conditions referenced in Article VI, District Rights.

## **ARTICLE XXV: Negotiation Procedures**

### **1. Successor Contract**

CSEA will present its proposals for a successor contract at the first regularly scheduled meeting of the Board of Education for the October Board meeting. Negotiations will commence within a timely manner.

### **2. Released Time**

Negotiations shall be scheduled to permit a maximum of two (2) District employees to be released from duty.

## ARTICLE XXVI: Duration

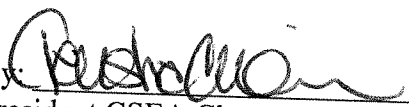
### 1. Term

This Agreement shall remain in full force and effect from July 1, 2022 through June 30, 2025.

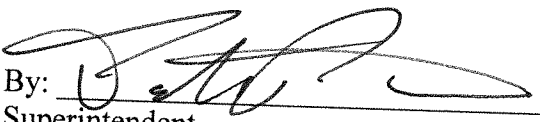
For the 2023-2024 and 2024-2025 negotiations years the District and the Association shall be entitled to re-open three articles each (in addition to salary and benefits) which shall be presented on or before the November Board meeting. Either party shall notify the other in writing if they intend to extend this timeline up to a maximum of two (2) months.

Negotiations will commence within a timely manner.

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

By:  Date: 12/12/24  
President CSEA Chapter #853

PIONEER UNION SCHOOL DISTRICT

By:  Date: 12/12/24  
Superintendent



**Exhibit A**

**PIONEER UNION SCHOOL DISTRICT CLASSIFIED FORMAL GRIEVANCE**

Grievant's Name: \_\_\_\_\_ Assignment: \_\_\_\_\_

Immediate Supervisor: \_\_\_\_\_ Work Location: \_\_\_\_\_

Representatives: \_\_\_\_\_

Grievant's Signature: \_\_\_\_\_

CSEA Name: \_\_\_\_\_

Other Name: \_\_\_\_\_

Provisions of Contract alleged to have been violated:

Paragraph #: \_\_\_\_\_ Sub Paragraph: \_\_\_\_\_

Statement of facts of alleged violations with dates, names and places:

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Remedy sought by Grievant:

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Date this form filled out: \_\_\_\_\_

Signature of Grievant: \_\_\_\_\_

**Exhibit B**

**PIONEER UNION SCHOOL DISTRICT CLASSIFIED FORMAL GRIEVANCE  
RESPONSE**

Grievant's Name: \_\_\_\_\_ Assignment: \_\_\_\_\_

Respondent/Supervisor: \_\_\_\_\_ Work Location: \_\_\_\_\_

This is in response to:

\_\_\_\_\_ A. Level 1 Grievance

\_\_\_\_\_ B. Appeal to Superintendent

\_\_\_\_\_ C. Appeal to the Board of Education

Response to the problem identified by the Grievant's statement dated:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Decision of the Respondent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date this form filled out: \_\_\_\_\_

Signature of Respondent: \_\_\_\_\_

**Exhibit C**

Evaluation Form

PIONEER UNION SCHOOL DISTRICT

# Performance Report for Classified Employees

NAME		JOB TITLE	
LOCATION		EVALUATION PERIOD	
PROBATIONARY: 6 MONTH <input type="checkbox"/> 11 MONTH <input type="checkbox"/>		PERMANENT <input type="checkbox"/> UNSCHEDULED <input type="checkbox"/>	
	Meets/Exceeds	Needs Improvement	Improvement Plan
SUGGESTIONS OR COMMENTS MADE BY SUPERVISOR			
<b>1. Quality of Work</b>			
Demonstrates appropriate skill level	<input type="checkbox"/>	<input type="checkbox"/>	COMMENTS:
Accuracy	<input type="checkbox"/>	<input type="checkbox"/>	
Neatness	<input type="checkbox"/>	<input type="checkbox"/>	
Thoroughness	<input type="checkbox"/>	<input type="checkbox"/>	
Planning & Organizing	<input type="checkbox"/>	<input type="checkbox"/>	
<b>2. Quantity of Work</b>			
Consider volume of output and extent to which work schedules are met	<input type="checkbox"/>	<input type="checkbox"/>	COMMENTS:
<b>3. Work Habits &amp; Attitudes</b>			
Dependability	<input type="checkbox"/>	<input type="checkbox"/>	COMMENTS:
Punctuality	<input type="checkbox"/>	<input type="checkbox"/>	
Appearance of Work Station	<input type="checkbox"/>	<input type="checkbox"/>	
Compliance with Instructions, Rules & Regulations, Policies, Safety	<input type="checkbox"/>	<input type="checkbox"/>	
Accepts Responsibility	<input type="checkbox"/>	<input type="checkbox"/>	
Attendance	<input type="checkbox"/>	<input type="checkbox"/>	
Supports District commitment to teamwork	<input type="checkbox"/>	<input type="checkbox"/>	
Operation & Care of Equipment	<input type="checkbox"/>	<input type="checkbox"/>	
Maintain smooth working relations with others	<input type="checkbox"/>	<input type="checkbox"/>	
<b>4. Personal Qualities</b>			
Work judgments are appropriate	<input type="checkbox"/>	<input type="checkbox"/>	COMMENTS:
Initiative	<input type="checkbox"/>	<input type="checkbox"/>	
Maintains effectiveness under pressure	<input type="checkbox"/>	<input type="checkbox"/>	
Accepts Change	<input type="checkbox"/>	<input type="checkbox"/>	
Accepts Direction/Cooperation	<input type="checkbox"/>	<input type="checkbox"/>	
Positive Attitude	<input type="checkbox"/>	<input type="checkbox"/>	

	Meets/Exceeds	Needs Improvement	Improvement Plan	SUGGESTIONS OR COMMENTS MADE BY SUPERVISOR
--	---------------	-------------------	------------------	---

<b>5. Communication (Employees/Students/Public)</b>				
Demonstrates good listening skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	COMMENTS:
Courtesy in communication to others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Accepts criticism and instructions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Uses appropriate language & terminology	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<b>6. Overall Work Performance Summary – Supervisor's Comments</b>		
Meets/Exceeds	<input type="checkbox"/>	COMMENTS:
Needs Improvement	<input type="checkbox"/>	
Improvement Plan	<input type="checkbox"/>	

**Goals (if applicable)**

<input type="checkbox"/> Supervisor Recommended	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Employee Requested	<input type="checkbox"/> Not Applicable

Employee	Rating Supervisor
<p>I have reviewed this report and have had the opportunity to discuss this evaluation with my supervisor. I understand my signature does not necessarily indicate agreement. I may prepare a written response within ten working days that will be attached to this evaluation in my personnel file.</p> <p>X</p>	<p>X</p>
	<div>Supervisor</div> <div>Date</div>
<div>Signature</div> <div>Date</div>	<p>X</p> <div>Superintendent or Designee</div> <div>Date</div>

**Exhibit D**

Salary Schedules

**PIONEER UNION SCHOOL DISTRICT  
CLASSIFIED SALARY SCHEDULE - 2024.2025**

RANGE	CLASSIFICATIONS	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 8	Step 12	Step 14	Step 16
Range: 1	Yard Duty Aide	2,978 17.18	3,098 17.87	3,221 18.58	3,350 19.33	3,484 20.10	3,623 20.90	3,768 21.74	3,919 22.61	4,075 23.51	4,238 24.45
Range: 2	Clerk/Typist Food Service Worker Extended Day Provider	3,140 18.11	3,264 18.83	3,398 19.59	3,531 20.37	3,672 21.19	3,819 22.03	3,972 22.92	4,131 23.83	4,296 24.79	4,468 25.78
Range: 3	Lead Food Service Worker	3,297 19.02	3,428 19.78	3,565 20.57	3,708 21.39	3,856 22.24	4,010 23.13	4,171 24.06	4,338 25.03	4,511 26.03	4,691 27.06
Range: 4	Summer Custodial/Grounds Keeping Assistant	3,464 19.98									
Range: 5	Custodian Grounds Keeper/Custodian Instructional Media Resource	3,464 19.98	3,602 20.78	3,746 21.61	3,896 22.48	4,052 23.38	4,215 24.32	4,383 25.29	4,558 26.30	4,740 27.35	4,930 28.44
Range: 6	Health Attendance Assistant	3,526 20.34	3,667 21.16	3,814 22.00	3,966 22.88	4,125 23.80	4,290 24.75	4,460 25.73	4,640 26.77	4,825 27.83	5,017 28.95
	Health Attendance Assistant II	23.39	24.33	25.30	26.32	27.37	28.46	29.59	30.78	32.01	33.29
Range: 7	School Bus Driver/Trainer	3,760 21.69	3,910 22.56	4,066 23.46	4,228 24.39	4,397 25.37	4,574 26.39	4,756 27.44	4,947 28.54	5,145 29.68	5,351 30.87
Range: 8	Lead Bus Driver	4,324 24.95	4,496 25.94	4,676 26.98	4,863 28.18	5,057 30.35	5,260 32.55	5,469 34.13	5,690 35.49	5,915 36.87	6,152 38.29
Range: 9	Classified Nurse	36.53	37.97	39.49	41.09	42.72	44.43	46.22	48.06	49.98	51.98
Range: 10	Mechanic	4,629 26.70	4,814 27.78	5,007 28.89	5,207 30.04	5,415 31.24	5,631 32.49	5,857 33.79	6,090 35.14	6,335 36.55	6,589 38.02
Range: 11	Custodian/Grounds/Maintenance Assistant	3,639 21.00	3,785 21.84	3,936 22.71	4,093 23.62	4,257 24.56	4,428 25.55	4,604 26.56	4,789 27.63	4,981 28.74	5,180 29.88
Range: 12	Senior Custodian/Grounds/Maintenance Assistant	4,004 23.10	4,163 24.02	4,330 24.98	4,502 25.98	4,684 27.02	4,871 28.10	5,064 29.22	5,268 30.39	5,478 31.61	5,698 32.87
Range: 13	Secretary I	4,531 26.14	4,757 27.45	4,994 28.81	5,244 30.25	5,506 31.77	5,781 33.35	6,070 35.02	6,373 36.77	6,692 38.61	7,026 40.53
Range: 14	Technology Assistant	4,777 27.56	5,020 28.96	5,275 30.44	5,542 31.97	5,821 33.58	6,114 35.22	6,421 36.92	6,743 38.68	7,081 40.49	7,435 42.35
Range: 15	Community Outreach Coordinator Coordinator	5,456 31.48	5,674 32.74	5,902 34.05	6,137 35.41	6,382 36.82	6,638 38.30	6,902 39.82	7,179 41.42	7,466 43.08	7,765 44.80

General: Employees who substitute for another employee (perform their duties) whose position is at a higher salary classification will be paid at the beginning step of that higher range.

VACATION SCHEDULE		DISTRICT PAID BENCHMARK CAPS FOR 2024-2025
0 - 3 years	12 days	Medical \$650.00
4 - 8 years	15 days	Dental \$68.00
9 - 13 years	18 days	Vision \$22.08
14 - 17 years	20 days	
18 + years	23 days	

Based on a 260 day work year, 8 hours per day, 12 months per year

6/6/2024

Board Approved



**PIONEER UNION SCHOOL DISTRICT**  
**CLASSIFICATIONS: INSTRUCTIONAL AIDE & INSTRUCTIONAL AIDE BILINGUAL**  
**2024.2025**

Level	Description	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 8	Step 12	Step 14	Step 16
Level 1:	Training Module	2,978 17.18	3,098 17.87	3,221 18.58	3,350 19.33	3,484 20.10	3,623 20.90	3,768 21.74	3,919 22.61	4,076 23.52	4,239 24.46
Level 2:	30 Units/450 Hrs.	3,067 17.70	3,191 18.41	3,318 19.14	3,451 19.91	3,589 20.71	3,732 21.53	3,881 22.39	4,036 23.29	4,198 24.22	4,367 25.19
Level 3:	60 Units/AA/900 Hrs.	3,157 18.21	3,283 18.94	3,415 19.70	3,552 20.49	3,693 21.31	3,841 22.16	3,995 23.05	4,154 23.97	4,322 24.93	4,494 25.93
Level 4:	90 Units/1350 Hrs. or AA + 30 Units/450 Hrs.	3,254 18.77	3,384 19.53	3,519 20.30	3,660 21.11	3,807 21.96	3,959 22.84	4,117 23.75	4,282 24.70	4,453 25.69	4,631 26.72
Level 5:	120 Units/BA	3,350 19.33	3,484 20.10	3,624 20.91	3,769 21.74	3,920 22.62	4,076 23.52	4,239 24.46	4,409 25.44	4,585 26.45	4,770 27.52
Level 6:	BA/CBEST/Emerg Credential	3,451 19.91	3,589 20.71	3,732 21.53	3,881 22.39	4,036 23.29	4,198 24.22	4,367 25.19	4,541 26.20	4,724 27.25	4,911 28.33

General: Employees who substitute for another employee(perform their duties) whose position is at a higher salary classification will be paid at the beginning step of that higher range.

Vacation Schedule	District Paid Benefit Caps for 2021-2022
0 - 3	Medical \$650.00
4 - 8	Dental \$68.00
9 - 13	Vision \$22.08
14 - 17	
18 - on	

Board Approved: Based on a 260 day work year, 8 hours per day, 12 months per year  
6/6/2024

**PIONEER UNION SCHOOL DISTRICT**  
**SALARY SCHEDULE**  
**CLASSIFICATION - PRESCHOOL INSTRUCTOR**  
**2024-2025**

Level	Description	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 8	Step 12	Step 14	Step 16
Level 1:	Associate Instructor Child Dev. Permit	3,010 17.37	3,129 18.05	3,255 18.78	3,385 19.53	3,520 20.31	3,661 21.12	3,808 21.97	3,960 22.84	4,118 23.76	4,283 24.71
Level 2:	Instructor Child Dev. Permit	3,252 18.76	3,381 19.51	3,517 20.29	3,658 21.10	3,805 21.95	3,957 22.83	4,115 23.74	4,279 24.69	4,450 25.68	4,628 26.70
Level 3:	Instructor AA + CD Permit	3,512 20.26	3,653 21.07	3,798 21.91	3,949 22.79	4,109 23.70	4,272 24.65	4,443 25.63	4,622 26.66	4,806 27.73	4,998 28.84
Level 4:	Instructor BA = CD Permit or, Elementary Teaching Credential	3,791 21.87	3,943 22.75	4,100 23.66	4,265 24.60	4,435 25.59	4,612 26.61	4,797 27.68	4,989 28.78	5,188 29.93	5,396 31.13
Level 5:	Instructor BA + Elem. Cred, Or, BA + CD Permit, 10 Units UD ECE	4,098 23.64	4,263 24.59	4,433 25.58	4,610 26.60	4,795 27.66	4,987 28.77	5,186 29.92	5,394 31.12	5,609 32.36	5,832 33.65
Level 6:	Instructor BA + Elem. Cred, Or, BA + CD Permit, 20 Units UD ECE	4,422 25.51	4,599 26.53	4,783 27.59	4,974 28.69	5,173 29.85	5,379 31.04	5,595 32.28	5,819 33.57	6,053 34.92	6,294 36.31

General: Employees who substitute for another employee(perform their duties) whose position is at a higher salary classification will be paid at the beginning step of that higher range.

Vacation Schedule		District Paid Benefit Caps for 2021-2022	
0 - 3	12 days	Medical	\$650.00
4 - 8	15 days	Dental	\$68.00
9 - 13	18 days	Vision	\$22.08
14 - 17	20 days		
18 - on	23 days		

Based on a 260 day work year, 8 hours per day, 12 months per year

6/6/2024

Board Approved:

**PIONEER UNION SCHOOL DISTRICT**  
**CLASSIFICATION: INSTRUCTIONAL AIDE SPECIAL EDUCATION**  
**2024-2025**

Level	Description	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 8	Step 12	Step 14	Step 16
Level 1:	Training Module	3,075 17.74	3,198 18.45	3,326 19.19	3,460 19.96	3,598 20.76	3,742 21.59	3,891 22.45	4,047 23.35	4,210 24.29	4,377 25.25
Level 2:	30 Units/450 Hrs.	3,168 18.28	3,295 19.01	3,426 19.77	3,563 20.56	3,706 21.38	3,854 22.23	4,008 23.12	4,169 24.05	4,335 25.01	4,509 26.02
Level 3:	60 Units/AA/900 Hrs.	3,263 18.83	3,394 19.58	3,529 20.36	3,670 21.17	3,817 22.02	3,970 22.90	4,129 23.82	4,293 24.77	4,465 25.76	4,644 26.79
Level 4:	90 Units/1350 Hrs. or AA + 30 Units/450 Hrs.	3,362 19.40	3,497 20.17	3,636 20.98	3,782 21.82	3,933 22.69	4,090 23.60	4,254 24.55	4,425 25.53	4,601 26.55	4,785 27.61
Level 5:	120 Units/BA	3,464 19.98	3,603 20.78	3,746 21.61	3,896 22.48	4,052 23.38	4,215 24.32	4,384 25.29	4,558 26.30	4,740 27.35	4,931 28.45
Level 6:	BA/CBEST/Emerg Credential	3,567 20.58	3,709 21.40	3,858 22.26	4,012 23.14	4,173 24.07	4,340 25.04	4,514 26.04	4,694 27.08	4,882 28.16	5,077 29.29

General: Employees who substitute for another employee(perform their duties) whose position is at a higher salary classification will be paid at the beginning step of that higher range.

Vacation Schedule		District Paid Benefit Caps for 2021-2022	
0 - 3	12 days	Medical	\$650.00
4 - 8	15 days	Dental	\$68.00
9 - 13	18 days	Vision	\$22.08
14 - 17	20 days		
18 - on	23 days		

Based on a 260 day work year, 8 hours per day, 12 months per year.

Board Approved: 6/6/2024

**Exhibit E**

**CSESAP  
MEMORANDUM OF UNDERSTANDING  
between the  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
and its PIONEER UNION CHAPTER #853 (together "CSEA")  
and the  
PIONEER UNION SCHOOL DISTRICT ("DISTRICT")**

The following is a Memorandum of Understanding ("MOU") between the Pioneer Union School District ("District") and the California School Employees Association and its Pioneer Union Chapter #853 (together "CSEA"). The District and CSEA agree to the following terms and conditions:

WHEREAS, the State of California via Education Code 45500 ("ED Code 45500") has allocated funds for Classified Employees to utilize as part of the Classified School Employee Summer Assistance Program ("CSESAP"); and

WHEREAS, the CSESAP requires a Local Education Agency to notify Classified Employees, by January 1 during a fiscal year in which moneys are appropriated, that the local educational agency has elected to participate in the program for the next school year; and

WHEREAS, CSEA is the exclusive representative for the Classified Employees, outlined in Attachment "A" of this MOU, employed the District; and

WHEREAS, the District and CSEA believe Classified Employees employed the District should be afforded the opportunity to participate in the CSESAP; and

WHEREAS, the District and CSEA recognize funding for the CSESAP is contingent upon an appropriation in the annual Budget Act or another statute (Education Code §45500.o.2).

NOW THEREFORE, in accordance with the foregoing recitals, the parties agree to the following:

1. The District agrees to participate in the CSESAP in fiscal years where the State allocates an appropriation of funds in the annual Budget Act or another statute (Education Code §45500.o.2). In participating years, the District shall extend this benefit option to the bargaining unit:
  - a. Prior to January 1 during a fiscal year in which moneys are appropriated, the District agrees to send a notification informing Classified Employees of the District's intent to participate in the CSESAP;
  - b. The notification shall outline the eligibility requirements of the CSESAP as well as any other information required by ED Code 45500;

- c. The District agrees to comply with all timelines as established by the California Department of Education ("CDE").

2. Eligibility for the program:

- a. Classified Employees must work in assignments of 11 months or less out of a twelve-month period;
- b. Classified Employees must have worked for the District for at least one year as of March 1 during a fiscal year in which moneys are appropriated;
- c. Classified Employees regular annual pay must not be more than \$62,400.00.

3. Withholdings:

- a. Participating Classified Employees may elect to withhold an amount not to exceed 10% of his/her regular monthly pay during the applicable school year.
- b. No later than 30 days after the start of school instruction for the applicable school year, an employee may withdraw his/her election to participate in the program or reduce the amount withheld from his/her pay, however a participating member will not be allowed to increase the withholding amount
- c. If an employee separates from employment during the applicable school year, the employee shall be paid any monies withheld from his/her paycheck pursuant to this program;
- d. If employees regular pay is at risk of being insufficient for the elected withholding to be deducted, the withholdings pursuant to this program will be stopped.

4. State matching funds:

- a. If the CDE matching funds are prorated, the participating unit member shall only be entitled to the matching funds as provided by the CDE.
- b. Participating unit members shall receive payment of the amounts withheld plus the amount apportioned by the CDE in either one or two payments.
- c. If a participating unit member elects to receive one payment, the amounts withheld, and the matching funds provided by the CDE shall be disbursed to the participating unit member at the end of month payroll following the District's receipt of funds from the CDE.
- d. If a participating unit member elects to receive two payments he/she shall receive payments as follows:

1.The amounts withheld at the end of month payroll in July of the succeeding fiscal year.

2.The matching funds provided by the CDE shall be disbursed to the participating unit member at the end of month payroll following the District's receipt of funds from the CDE.

5. Disclaimer:

- a. Participation in the CSESAP is contingent upon an appropriation of funds in the annual Budget Act or another statute (Education Code §45500.o.2). In fiscal years where the State has elected to discontinue funding for the CSESAP, the District will have no obligation to continue offering this benefit. Participation in the CSESAP will be offered solely in fiscal years where the State has made an appropriation of funds in the annual Budget Act or another statute (Education Code §45500.o.2) into the CSESAP.