

CONTRACT BETWEEN
THE SCHOOL DISTRICT
AND
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
LAGUNITAS CHAPTER #749

Term

July 1, 2016 through June 30, 2019

The contract, herein referred to as the "Contract", entered into this 1st day of July 2013, by and between the Lagunitas School District, hereinafter referred to as the "District" and the Lagunitas Chapter #749 of the California School Employees Association, hereinafter referred to as the "CSEA".

The term "Contract" as used herein means the written contract provided under Section 3540.9 (h) of the Government Code.

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ARTICLE 1 – RECOGNITION AND DEFINITIONS

RECOGNITION:

The District recognizes CSEA as the exclusive representative for the Unit Members in the Classified Unit.

The Classified Unit consists of all Unit Members not requiring a teaching credential and including:

- a. Instructional Assistant
- b. Program Instructional Assistant-Waldorf
- c. Program Instructional Assistant-Montessori
- d. Student Supervision
- e. Intervention Aide
- f. Assistant Cook
- g. Nutrition Services Site Supervisor
- h. Library Aide
- i. A/V Clerk
- j. Cook
- k. RSP Assistant
- l. Custodian
- m. Science Resource Tech
- n. Bus Driver
- o. Account Clerk
- p. School Secretary
- q. Maintenance Worker
- r. Tech Aide

The classified unit does not include:

- a) Those designated Management, Supervisory, or Confidential.
- b) Those the District enters into contract with as Consultants/Instructors such as for Art, Music, Foreign Language, Computer Instruction, and/or Middle School electives.
- c) Substitute Unit Members.
- d) Short-term Unit Members (as defined by Ed Code)

All newly created classified positions except for the excluded categories above shall be assigned by the Superintendent to this bargaining unit.

DEFINITIONS:

DISTRICT	Lagunitas School District
ASSOCIATION	California School Unit Members Association, Lagunitas Chapter #749.
UNIT MEMBER	Any classified Unit Member represented by this collective bargaining agreement.
SCHOOL DAY	Any day that the Lagunitas School District is open for business when students are present.
WORKDAY:	Any day that the Lagunitas School District is open for business and a Unit Member is expected to report for duty.
CALENDAR DAY:	Any day on the regular 12 month calendar
SCHOOL CALENDAR:	The annual calendar for the Lagunitas School District adopted by the Board of Trustees.
IMMEDIATE SUPERVISOR	The person designated by the Board of Trustees through the Superintendent to supervise and evaluate the performance of a Unit Member covered by this agreement. This shall be a District administrator or the Superintendent.

ARTICLE 2 - ORGANIZATIONAL RIGHTS

Organizational Security

It is the mutual intention of the parties that the provisions of this Article protect the rights of individual workers without restricting CSEA's right to require every bargaining unit member, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities.

Except as expressly exempted herein, all Unit Members in the bargaining unit who do not maintain membership in good standing in CSEA are required, as a condition of continued employment, to pay service fees to CSEA in amounts that do not exceed the periodic dues of CSEA, for the duration of this agreement.

No unit member shall be obligated to pay dues or service fees to CSEA until the first of the month following 30 calendar days after the unit member first comes into the bargaining unit.

Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to CSEA as a condition of employment. However, such a unit member shall be required, in lieu of a service fee required by this agreement, to pay sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501(c) (3) of Title 26 of the Internal Revenue Code.

- a) Toys for Joys
- b) LEAP
- c) Marin Hospice
- d) San Geronimo Valley Community Center
- e) San Geronimo Valley Emergency Fund

Disputes between unit members and CSEA will be directed to CSEA.

Dues and Service Fee Deductions

CSEA has the sole and exclusive right to have unit member organization membership dues and service fees deducted by the District for unit members in the bargaining unit. The District shall notify the CSEA Chapter President of new unit members and CSEA shall have responsibility for obtaining local dues deduction information for new unit members and forward it to the District in a timely fashion.

The District shall deduct, in accordance with the CSEA dues and service fee schedule, dues, service fees or payments to charity in lieu of service fees from the wages of all unit members who are members of the bargaining unit and who have submitted payroll deduction authorization forms to the district. Such authorizations shall remain in effect until expressly revoked in writing by the unit member.

The District shall, without charge, pay to CSEA within 15 days of the deduction all sums so deducted, except that the District shall pay to the designated charity sums

deducted in lieu of service fees from the wages of the unit members whose requests for religious exemption pursuant to this agreement have been approved by CSEA.

Nothing contained herein shall prohibit a unit member from paying service fees directly to CSEA. In such event, the District will not deduct the service fee from the unit member's salary.

The District shall immediately notify the CSEA chapter treasurer if any unit member in the bargaining unit revokes dues, service fee or payment in lieu of service fee deduction authorization.

The District shall deduct and pay to CSEA service fees for each bargaining unit member who is not a CSEA member in good standing and who is obligated to pay such fees, pursuant to this agreement, unless CSEA notifies the District that the unit member is paying such fees directly to CSEA. A payroll deduction authorization form shall not be required for such deductions.

CSEA will furnish all service fee payers with an adequate explanation of the basis for the fee and the calculation of that portion of the fee, which is chargeable to activities related to collective bargaining. CSEA will provide all service fee payers with a reasonably prompt opportunity to challenge this calculation before an impartial decision-maker and will deposit into an interest-bearing escrow account all amounts reasonable in dispute, which such challenges are pending.

Hold Harmless

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

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

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

ARTICLE 3 - HOURS OF EMPLOYMENT

- A. The work week for full-time unit members shall consist of five (5) consecutive days, Monday through Friday, and forty (40) hours. The work day for full-time unit members shall be eight (8) consecutive hours exclusive of lunch periods. The length of the work day shall be designated by the District for each unit member at the time of initial employment. Part-time unit members employed for a 180 – 182 day work year shall be considered 10-month unit members. Unit members employed for a 205-212 day work year shall be considered eleven (11) month unit members.

Unit member's regular hours may be temporarily rescheduled in case of an emergency. An emergency is defined as a condition that cannot be reasonably foreseen and is threatening to the health and safety of students or staff. This provision shall not be used by the District to circumvent the overtime section of this Contract nor to deny a unit member any other rights.

- B. Any unit member working five (5) hours or more shall be entitled to an unpaid, uninterrupted lunch period. The length of the lunch period shall be no longer than one (1) hour nor less than one-half (1/2) hour, and shall be taken insofar as it is practical at or about the midpoint of the work shift, or at a time mutually agreed upon between the unit member and the supervisor.
- C. Each unit member shall be entitled to rest periods, which, insofar as is practicable, shall be taken in the middle of each work period. The rest periods are granted at the rate of fifteen (15) minutes per four (4) hours worked.
- D. Unit members, who are assigned a minimum of thirty (30) minutes per day in excess of their part-time assignments for a period of twenty (20) consecutive working days or more, shall have their basic assignments changed to reflect the longer hours, in order to acquire all benefits on a properly pro-rated basis, effective with the next pay period.
- E. Overtime
- Overtime is defined as work assigned to:
 - any full-time unit member, which causes that unit member to work over and above eight (8) hours in any one day and forty (40) hours weekly.
 - Any part-time unit member designated with an average work day of four (4) hours or more per day and work week of five (5) days per week, which causes that unit member to work on the sixth or seventh day following the commencement of the work week.
 - Any other part-time unit member which causes that unit member to work on the sixth or seventh or any later consecutive days following the commencement of the work week.

Overtime shall be reported to the District Office on a District approved form by the last work day of each month. The unit member must obtain approval from the Superintendent/Designee prior to working overtime. If prior approval is impossible due to the nature of the need, the unit member and Superintendent/Designee will negotiate arrangements in good faith. Overtime shall be paid at a rate equal to the time and one-half of the regular rate of pay for each hour worked or paid through granting of compensatory time off. Compensatory time, taken in lieu of overtime pay, shall be granted at the rate of one and one-half (1-1/2) hours for each hour worked, which shall be taken by the end of the subsequent pay period, and must be arranged by mutual agreement between supervisor and unit member.

Unit members who elect payment for overtime hours worked, shall receive such payment no later than the next supplemental pay period following the month in which the overtime was worked, providing that the unit member has submitted the appropriate documentation to the District Business office.

F. Payroll Agreement

The District shall provide an annual payroll agreement (see Appendix B) for each unit member stating:

- Immediate Supervisor
- Hours of employment
- Placement on the salary schedule
- Total number of days of employment for the year
- Longevity level (if applicable)
- Amount of sick leave accrued to date
- Amount of vacation accrued to date
- Number of paid holidays
- Benefit eligibility
- Voluntary deductions
- Professional Growth Stipends
- Educational Degree Stipends

Such letters will be distributed NO LATER than November 1st, or one month following initial employment for new hires and reemployment for existing unit members, i.e. aides. This letter shall not restrict the District's right to reassign, promote, terminate, or otherwise change any unit member's status. Copies will be filed in the unit member's personnel file. Each unit member will sign a copy of the payroll agreement and return it to the District. Any changes to the collective bargaining agreement that affect individual payroll agreements will result in the District issuing a revised payroll agreement no later than 90 days following the ratification of the collective bargaining agreement.

G. Job Sharing

On approval of the District Superintendent, unit members may enter into a job-

sharing agreement.

ARTICLE 4 - SALARIES

The Lagunitas School District is committed to attracting and hiring employees who will provide the highest level of service to our students. Two ways to accomplish this goal are to recognize the experience level of unit members and to encourage unit members to attain high educational and skill development through a professional growth program, which is designed as an incentive to improve job performance. Additionally, the District recognizes the value of experience by continuing, according to the adopted salary schedule, to award annual increases based upon the number of years worked in the District. Annually, a district wide budget sub-committee, composed of representatives of bargaining units, board and administration will review the district budget to identify available unencumbered funds for consideration of salary /benefit enhancement through the bargaining process.

- A. Unit Members shall be paid according to the current salary schedule attached as Appendix A.
- B. Placement on the Salary Schedule
 - a. Each unit member shall be granted an appropriate step increase on July 1st of each year; one (1) year service equals one (1) step increase.
 - b. Automatic placement on Step 2 shall be granted to a new unit member for prior experience within the past five (5) years in the classification for which hired.

Credit for other than school experience in positions similar to one for which application has been made shall be granted up to Step 2 of the classified salary schedule at the time of hire. The experience must be of such a nature that on-the-job training will not be necessary in the position for which the application has been made.

Classified unit members who hold one of the following degrees/certificates or who earn the degree/certificate after becoming a classified unit member in the District are eligible for an annual stipend, as defined below. Stipends are not compounded.

i. Associate of Arts Degree	\$100
ii. Bachelor of Arts/Science	\$300
iii. Master of Arts/Science	\$500
iv. PhD/EdD	\$700

The stipend shall be prorated according to the number of hours worked per day as follows:

- 6-8 hours per day 100%
- 4-5.99 hours per day 75%

- 2-3.99 hours per day 50%
- <2 hours per day 25%

C. General Provisions: Salaries:

- a. All regular paychecks of unit members shall be itemized to show all deductions made from the unit member's payment.
- b. Each unit member shall be paid once per month for those months in which he/she worked. Unit members' salaries shall be calculated hourly based on the formula included under the "wages" section of Appendix A and included in the annual "Payroll Agreement" provided to each unit member. The District will offer deferred net pay to unit members employed less than 12 months. Approximately 16% of the net pay will be set aside by the District and paid out to the unit member on June 30 of each year. The unit member may elect to have this optional deferred payment method at the beginning of each school year.
- c. Any unit member who is required to use his/her vehicle as part of their assignment shall be reimbursed at the current District-approved rate. Mileage shall be reported to the District Office by the last work day of each month.
- d. When the District requires any full-time unit member to take physical examinations, TB tests, fingerprinting, and other such requirements, as a condition of continued employment, or when required by law, the District shall reimburse the unit member for the cost of such examinations and the unit member shall be given release time if the appointment occurs during the work day. For all other unit members, the District shall reimburse the unit member for the costs of such examinations and such examinations shall not take place during the unit member's normal work day.
- e. No later than November 1st of each school year, each unit member shall be furnished with a copy of the computation of their salary. A revised payroll agreement shall be sent to the unit members whenever a new salary schedule is negotiated and ratified by both parties, or at any time during the year that the unit member's salary is changed because of placement on the salary schedule or number of hours worked. Copies will be filed in the affected unit members' personnel file.
- f. The District may approve or provide in-service training or require a unit member to attend training courses before, during, or after regular hours. If attendance is required as a condition of continuance of employment, then any unit member so affected shall be compensated at the appropriate rate of pay according to the Hours and Overtime Articles of this Contract.
- g. Classified Unit Members shall not be required to perform duties which are not fixed and prescribed for the position by the Governing Board in accordance with Section 45109, unless the duties reasonably relate to those fixed for the position by the Board, for any period of time which exceeds a 15 calendar day period except as authorized herein.
- h. An unit member may be required to perform duties inconsistent with those

assigned to the position by the Governing Board for a period of more than five (5) working days provided that his/her salary is adjusted upward for the entire period he/she is required to work out of classification and in such amount as will reasonably reflect the duties required to be performed outside his/her normal assigned duties. Notwithstanding the provisions of this section, the Governing Board may, by written rule, provide for an upward salary adjustment for any classified unit member required to work out-of-classification for any period of time less than that required herein.

- i. The District agrees to compensate long-service unit members in accordance with the following:

LONGEVITY INCREMENTS

- 11th year of service = 1% of current year placement
 - 12th year of service = 1% of current year placement
 - 13th year of service = 1% of current year placement
 - 14th year of service = 1% of current year placement
 - 15th year of service = 1% of current year placement
 - 16th year of service = 1% of current year placement
 - 17th year of service = 1% of current year placement
 - 18th year of service = 1% of current year placement
 - 19th year of service = 1% of current year placement
 - 20th year of service = 1% of current year placement
- j. Beginning in 2008-09, the District will discontinue the practice of issuing stipends to classified unit members with funds received from the District's Programs of Choice, Parent Groups. Any additional hours funded by the program groups will include the full cost of compensation as per the current classified salary schedule and will include, but not be limited to, increased salary driven benefits (PERS, OASDI, SUI, WC) and the full cost of health benefits as a result of the increased hours.

ARTICLE 5 - HOLIDAYS AND VACATION DAYS

Floating Holidays

In addition to paid holidays, each full-time classified unit member shall be granted two (2) additional paid holidays of the unit member's choice to be termed "floating holidays". Less than full time unit members would be granted two (2) floating holidays pro-rated based upon their percentage of full-time work. These two (2) days are to be used each year with no carry-over. For the first year of employment, each full-time classified unit member hired after January 1 shall be granted one (1) additional paid floating holiday of the unit member's choice to be termed "floating holiday".

Holidays

Scheduled holidays for unit members shall be as follows: Labor Day, Veteran's Day, Thanksgiving Day, and the day following, Christmas Day and the day preceding or following Christmas Day, New Year's Day and the day preceding or following New Year's Day, Martin Luther King Day, Presidents Day and Memorial Day. Unit members whose work schedule includes the month of July will also receive Independence Day as a paid holiday.

In addition, every day declared by the President of the United States or the Governor of California as a public holiday or any day declared a holiday by the Governing Board shall be a paid holiday for all unit members in the bargaining unit.

Note: When a legal holiday listed in this section falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When the holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

Vacation

For unit members who work more than 11 months, all vacation time must be approved in advance by the unit member's supervisor. Unit members may take vacation time accrued after having been employed for six months in the District. Any unit member wanting to take a week or more of vacation shall notify his/her supervisor two weeks in advance of the requested time.

All unused vacation shall be paid for in cash at the end of each fiscal year. Checks for unused vacation shall be issued by July 15 of the subsequent fiscal year. The purpose of this agreement is to allow the District to effectively budget for unit member vacation time earned.

For less than 12 month unit members – The days of accrued vacation shall be included in computing the unit member's annual earnings and paid equally over the number of pay periods in which the unit member is paid. If a unit member has approval

by his/her supervisor to take vacation time off on a scheduled work day, that time will be unpaid.

Classified Unit Members Vacation Entitlement

Unit Members shall accrue vacation as follows:

- After 1 year 1 hour of vacation per 20 hours worked
- After 5 years 1.25 hours of vacation per 20 hours worked
- After 10 years 1.7 hours of vacation per 20 hours worked
- After 15 years 2.1 hours of vacation per 20 hours worked
- After 20 years 2.5 hours of vacation per 20 hours worked

For the purpose of this Article, years will be July 1 to June 30.

Vacation pay upon termination

Unit members who have served a minimum of 6 months, and who are terminated or resign from active service shall be entitled to all vacation pay accrued up to and including the effective date of termination or resignation.

ARTICLE 6 - LEAVES

1. Personal Injury or Illness

Every classified unit member shall be entitled to 1.25 hours leave of absence for illness or injury per year with full pay for every 20 hours of time worked.

Sick leave is accumulated indefinitely.

Credit for personal injury or illness leave of absence need not be accrued prior to taking such leave by the unit member, provided, however, that a new unit member of the District shall not be eligible to take more than six (6) days or the proportionate amount to which he/she is entitled under this provision until the first day of the calendar month after completion of six (6) months of service with the District.

Except in case of emergency, whenever possible, a unit member shall give notice of his/her impending absence to his/her immediate supervisor during the work day preceding the absence. In addition, it shall be the responsibility of the unit member claiming sick leave to contact his or her immediate supervisor or designee on the first day of absence at the beginning of the shift and at least once each week in cases of extended sick leave use.

When an unit member is absent from his/her duties on account of illness or accident for a period of five (5) months or less, and has exhausted his/her entitlement to personal injury or illness leave, he/she will be eligible for continued employment at a salary reduced by substitute differential pay. The amount deducted from salary due him/her for any month in which the absence occurs shall not exceed the sum, which is actually paid a substitute employee employed to fill his/her position during his/her absence. Additionally, all other deductions made from the unit member's paycheck prior to illness or injury shall continue to be made, unless other arrangements are made, between the unit member and the District.

The District may require a doctor's certification of illness/injury in cases where the unit member is on personal illness or injury leave for more than five (5) consecutive work days. If the District chooses to designate a physician, the cost shall be borne by the District.

Under Government Code: Effective January 1, 2000, any classified unit member who is retiring in the PERS retirement system may convert any/all of his/her accrued sick leave to PERS service credit at the time of his/her retirement.

2. Maternity/Parental Leave

- a. A unit member shall have the right to utilize illness/injury leave, and substitute differential leave, if necessary, provided for in this article for

absences necessitated by pregnancy, miscarriage, childbirth and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician.

- b. The District shall grant, upon request, an unpaid leave of absence to a pregnant unit member prior to the disability period of her pregnancy. The unit member may utilize the provisions of the pregnancy disability leave section of this article when the provisions of that section apply.
- c. A leave of absence shall be granted to a unit member without pay for the purpose of raising his/her natural or adopted child, or of providing care for his/her natural or adoptive parents. Such leave shall normally be for no more than twelve (12) months duration. The District and the unit member may agree to extend the period of the leave beyond twelve (12) months in order that the return date shall coincide with normal school breaks, i.e., the beginning of a semester. An extension of the leave for up to an additional twelve (12) months may be granted upon request.
- d. A unit member shall be granted one (1) day of paid leave on the day of the birth of his/her child or the adoption of his/her child, and shall be granted three (3) additional days of paid leave at his/her discretion in connection with the aforementioned event.

3. Industrial Accident/Illness Leave of Absence

- a. A unit member shall be entitled up to 60 working days in any one fiscal year for industrial accident/illness.
- b. The total of the unit member's temporary disability indemnity and the portion of salary due him/her during his/her absence shall equal his/her full salary.
- c. Any unit member shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, at such time as he/she and his/her physician agree that there has been such a recovery. The District may require an independent assessment of recovery and readiness to return to work by a second physician (to be selected by and paid by the District).
- d. The accident or illness shall have arisen out of and in the course of the employment by the District of the unit member and shall be accepted as a bona fide injury or illness arising out of and in the course of employment by the State Compensation Insurance Fund.
- e. The District's report of an industrial accident or illness shall be kept on file in the business office.
- f. The benefits provided in this section are in addition to illness/injury leave benefits. Accordingly, the District shall not deduct accumulated illness/injury leave allotment of a unit member who is absent as the result of an industrial accident or illness.

4. Personal Necessity

Up to 7 days allowed for illness or injury may be used by the unit member, at his or her election, in cases of personal necessity, including:

- a. Death of a member of the immediate family when the number of days of absence exceeds the limits set by the bereavement leave provisions.
- b. Accident, involving his or her person or property, or the person or property of a member's immediate family.
- c. Appearance in any court or before any administrative tribunal as a litigant party, or witness under subpoena.
- d. A serious illness of a member of the unit member's immediate family.
- e. Fire, flood or other immediate danger to the unit member's home.
- f. Personal business of a serious nature, which the unit member cannot disregard and cannot be taken care of outside the duty day.

5. Bereavement Leave

A unit member shall be granted paid leave of absence for the death of any member of the immediate family without loss of pay or deduction from other leave benefits found in this Article. This leave shall be for three (3) days, unless travel of more than 200 miles is required; in such case, the length of the leave shall be for five (5) days.

Immediate family shall include the following: Mother, (step-mother) mother-in-law, father, (step-father), father-in-law, husband, wife, son, (step-son), son-in-law, daughter, (step-daughter), daughter-in-law, brother, sister, grandparent, legal guardian, foster children, grandchild (step-grandchild) of the unit member or spouse, or any relative living in the immediate household as a close family member of the unit member.

6. Jury Duty/Court Appearance

A unit member shall be granted leave, without loss of pay, to serve as a juror, or witness under subpoena or any order made with jurisdiction.

Unit member's compensation for any days of absence for the above purposes shall not be in excess of nor less than, his/her regular pay. Any compensation received as a witness shall be endorsed over to the District.

7. Unpaid Leave

A unit member on unpaid leave, approved by the Board of Trustees, upon his/her return shall retain seniority rights and step position on the salary schedule, which they held at the beginning of the leave. Such unit members shall retain accrued sick leave, but shall not receive vacation, holiday, or sick leave credit. They may retain health and welfare coverage by paying the premiums.

8. Catastrophic Leave Bank

A. Definitions

A unit member who has exhausted all available sick leave, vacation time, compensatory time, and other paid leaves may be eligible for additional leave because of catastrophic illness or injury. The following conditions shall be met:

1. The illness or injury is catastrophic and is suffered by the unit member or his/her family. Family means spouse, child, parent, domestic partner or any member of the immediate family living in the immediate household of the unit member.
2. "Catastrophic illness" or "injury" mean an illness or injury is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking time off creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.
3. A committee consisting of two (2) Catastrophic Leave Bank members and two (2) District administrators shall determine whether the condition is catastrophic and requires verification, if necessary.
4. A Catastrophic Leave Bank member is a classified unit member who has contributed eight (8) hours to the Catastrophic Leave Bank.

B. Eligibility and Contributions

1. There will be a maximum of two hundred eighty (280) hours of catastrophic leave to be used in a school year for unit members.
2. The Catastrophic Leave Bank shall be administered by a joint committee comprised of two (2) Catastrophic Leave Bank members appointed by the Association and two (2) members appointed by the District.
3. All unit members on active duty with the District are eligible to contribute to the Catastrophic Leave Bank after one year of service and when they have accumulated thirty (30) hours of sick leave.
4. Participation is voluntary, but requires contribution in order to withdraw from the Bank. Only contributors will be allowed to withdraw.
5. District shall provide enrollment forms for the Catastrophic Leave Bank to

all new unit members who are eligible to enroll by September 1. Unit members must submit a completed and signed form no later than September 30.

6. The initial contribution by each participating Catastrophic Leave Bank member shall be eight (8) hours. Unit members who have previously contributed hours will be deemed Catastrophic Leave Bank members.
7. Additional hours of contributions may be required of Catastrophic Leave Bank members if the number of hours in the Bank falls below two hundred (200) hours before the end of the school year. This additional contribution shall be determined by not less than five (5) current CLB members and communicated to the District Business Office in writing.
8. If the number of hours in the Bank at the beginning of the school year exceeds one hundred sixty (160), no contribution shall be required of returning Catastrophic Leave Bank members to retain their membership

C. Withdrawals from the Bank

1. Catastrophic Leave Bank participants whose sick leave is exhausted may withdraw from the Bank. Catastrophic illness or injury shall be defined as any illness or injury or other verifiable catastrophic situation that incapacitates a unit member or a member of the unit member's family for over ten (10) consecutive work days which requires the unit member to take time off work. If a reoccurrence occurs within 12 months, it shall be deemed catastrophic after five (5) consecutive days.
2. Unit members must use all sick leave, vacation and compensatory time available to them before being eligible to withdraw from the Bank.
3. Unit members applying to withdraw from the Catastrophic Leave Bank will be required to submit a doctor's statement or other verifiable document indicating the nature of the illness or injury or catastrophe and the probable length of absence from work. The Committee shall keep information regarding the nature of the illness confidential.
4. The maximum number of hours available to a full-time unit member in one school year shall be one hundred sixty (160) hours (pro-rated for part-time).
5. Leave from the Bank may not be used for illness or disability which

qualifies the member for workers compensation benefits unless the unit member has exhausted all worker compensation leave, his/her own sick leave, and provided further that the unit member signs over any worker compensation checks for temporary benefits to the District. If there are any worker compensation checks signed over to the District, the Bank will not be charged days, or if charged, will be reimbursed the number of days for which the worker compensation payment is equivalent to a regular day of pay at the negotiated rate for that member. If the District challenges the worker compensation claim, the unit member may draw from the Bank, but upon settlement of the claim the Bank shall be reimbursed the days by the District.

6. If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the unit member, in writing, of the reason of denial.

D. Reporting

1. The District shall provide the CSEA president with a list of the names of the Catastrophic Leave Bank members

9. Family Medical Leave

It is the intent of this section to make available to employees leave under the Federal Family Medical Leave Act of 1993 (FMLA) and the California Family Rights Act (CFRA) (Government Code Section 12945.2). This section shall be applied and interpreted in accordance with the state and federal law and regulations.

A. Eligibility

An employee with one year of continuous service during the previous months is eligible for the leave described below.

B. Purposes for Which Leave May be Taken

1. Birth, placement for adoption or foster care of a son or daughter in order to care for that child.
2. Care of an employee's spouse, son, or daughter, or parent, who has a serious health condition.
3. Employee's own serious health condition that makes the employee unable to perform their job.
4. Incapacity due to pregnancy, prenatal medical care of childbirth.

C. Duration of Leave

1. All leave is unpaid.
2. Leave may be taken for a total of 12 work weeks in a 12 month period.
3. Leave is pro-rated for part-time employees.
4. Intermittent leave in the form of reduced work days or work weeks may be taken with the approval of the District.
5. Intermittent leaves may be scheduled, to the extent possible, to minimize disruption to the District.

D. Time for Commencement of Leave

1. Leave for birth or adoption of a child must commence within one year of the birth or adoption. Leave need not all be taken at one time.
2. The employee shall be required to first use accrued vacation, sick leave and other available paid leave.

E. Employee Notice

If the need for leave is foreseeable, the employee shall provide the District with reasonable (at least 30 calendar days) written notice.

F. Continuation of Benefits

1. The District will continue to pay for employee's health benefits to the same extent the District would have paid for such benefits if the employee would have continued working.
2. If the employee does not return at the end of the leave, the District may collect the amount expended for benefits unless the failure to return is because of disability or other reasons beyond the control of the employee.
3. To the extent the District continues to pay for other benefits for employees on unpaid leave, it must do so for employees under FMLA and CFRA. If the District does not pay such benefits, it must permit the employee to pay for them. Benefits include, but are not limited to, disability and life insurance and retirement contributions.

G. Status While on Leave

Leave does not constitute a break in service for the purposes of seniority or longevity.

H. Husband and Wife Employees

If both spouses are employed by the District, the aggregate leave for both employees is limited to 12 weeks for the care of a newly arrived child or a sick parent. For other purposes, each employee is entitled to 12 weeks of leave.

I. Verification

1. The employee shall provide verification of the need for leave to care for a spouse, parent or child or for the employee's own serious health condition.

2. Verification may be provided by a physician, osteopath or other health care provider designated by the Secretary of Labor.
3. The District may, at its own expense, require additional medical evaluation of the employee's own health condition (but not of the employee's spouse, parent or child).

J. Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition involving overnight stay in a medical care facility, or continued treatment by a health care provider for a condition that prevents the employee from performing the functions of their job.

K. Right to Reinstatement

An employee is entitled to reinstatement to the same or comparable position except that a salaried employee who is among the highest paid ten percent of the District's employees may be denied reinstatement if reinstatement would cause substantial economic injury to the District. The District must notify the employee of the intent to deny reinstatement as soon as that decision is made. If the notice is given after commencement of the leave, the employee has the right to return to work following receipt of the notice.

ARTICLE 7 - HEALTH AND WELFARE

- A. Any eligible unit member shall be entitled to participation in District paid benefits (health, dental, vision) for unit member only.
- a. Eligibility is defined as:
 - i. .75 to 1.0 FTE (full-time equivalent) entitled to fully paid benefits equal to the FTE status of the unit member. For the purpose of computing full time employment for benefit entitlement the minimum work year is 180 days.
 - ii. .50 to .74 FTE (full-time equivalent) entitled to pro-rated benefits equal to the FTE status of the unit member.
 - iii. 00 to .49 FTE not eligible for benefits.
 - b. Effective July 1, 2005, cash in lieu benefits will only be available to unit members hired prior to June 30, 2005 who have participated in the cash in lieu program during the time they worked in the Lagunitas School District. Eligible unit members who have verifiable medical coverage through other means may opt for participation in an eligible 403(b) IRS annuity plan. The District will provide \$2475 in lieu of benefits.
- B. The District's contribution for the health and welfare benefits stated under the provisions of this Article is a monthly dollar amount contribution. The medical program is the Kaiser Traditional 3-Tier program. The dental program will include an annual insurer maximum contribution of \$3,200. For unit members with employee only coverage, the District will pay 100% of the Kaiser traditional program, vision and dental. For unit members with Employee plus One Coverage, the District will pay up to 72% of the lowest cost medical based upon Kaiser Traditional Plan, vision and dental for member and one dependent. A higher cost dental plan will be provided if necessary to provide an annual insurer maximum of \$3,200. For unit members with Family Coverage, the District will pay up to 62% of the lowest medical based upon the Kaiser Traditional Plan, vision and dental for family coverage. The District contribution towards vision insurance shall be based upon eligibility as defined in A.a. above and paid at the composite rate. Any amount above the monthly contribution shall be paid each month by the participating unit member through payroll deduction unless mutually agreed otherwise during each year that this Agreement is in effect.
- C. For each part-time unit member, employed prior to June 30, 1990, who is permanently assigned to work less than 20 hours per week, the District shall provide proportionate Health and Welfare benefits, based on the ratio the unit member's percentage of employment bears to full time employment. Should the unit member elect to participate in any dental, vision, or medical program through the District, and if the cost of the insurance exceeds the District allocation, a payroll deduction shall be made or other arrangements agreed upon by the

district and unit member for the unit member's contribution to cover the remaining costs of such programs. If the unit member's contribution is to be deducted through the payroll, the unit member's contribution will be divided by the ten (10) months of the school year and such amounts will be deducted from the unit member's regular paycheck. If a part time unit member does not work an entire school year, the District shall recompute the unit member's actual contribution and reimburse any amount owed to the unit member. Unit members' benefits and/or TSA's shall be paid by the District for twelve (12) months.

D. Unit members who are less than full time and therefore ineligible for fully paid health and welfare benefits are permitted to pay for their own coverage at the group rates, subject to carrier approval.

E. Unit members who participate in district benefits programs will be enrolled in such programs as soon as benefit providers allow.

F. S.D.I.

The District shall make provisions for unit members to participate in the State of California Disability Insurance Program at no cost to the District.

ARTICLE 8 - TRANSFERS AND PROMOTIONS

A. Definitions:

1. Promotion: a movement from one position to another in a higher job classification with a higher salary range designation. A screening/interview committee may be utilized.
2. Unit Member Initiated Transfer: a unit member initiated movement from one position to another within the same job classification. A screening/interview committee may be utilized.
3. District Initiated Transfer: a movement of a unit member within the same job classification. A movement from one task assignment, student, or classroom to another within the same job classification may be made by administrative assignment. The Superintendent/Designee may reassign unit members in the same classification based on student needs, program needs or unit member request.
4. Medical Reassignment: a reassignment made by the Superintendent/Designee in order to make a reasonable accommodation for a unit member who is unable to perform his/her regular job or duties due to a medical condition or a disability.

B. Notification of Vacancies/Opening

Upon knowledge of vacancies, the District shall deliver to the CSEA president/designee a list of all vacancies, which the District or a program group intends to fill. Vacancies which occur during the school year shall be posted in all school offices, emailed to all current unit members and mailed to those on leave of absence and those with reinstatement rights. Summertime notices shall be mailed to all unit members, including those on leave of absence and those with reinstatement rights. This notification shall be provided at least 10 days before the selection process begins, unless an emergency situation occurs in which case the CSEA president/designee will be contacted. Once the Board has taken action to fill a vacancy, the District shall inform the CSEA president/designee of the position being filled, the name of the individual filling the position and the placement on the salary schedule.

If an existing unit member applies for a position and is not being recommended to fill the position, the Superintendent/designee shall notify the unit member prior to the Board receiving the recommendation.

C. Application

When a vacancy/opening exists which is not filled by a Unit member initiated transfer, the District shall initiate a transfer/promotion application process. A Unit member shall submit an application for the transfer/promotion. Unit member applicants, who meet the minimum qualification, shall be given an interview by the Superintendent/Designee and/or by an interview/screening committee if utilized. The Superintendent/Designee shall recruit from within the Unit before soliciting outside applicants. The District may waive any requirements that the Unit member have specific training to be considered for a transfer/promotion into a new position at the District's discretion. A request for a transfer/promotion shall not be denied arbitrarily, capriciously, or without basis in fact. Unit members who are not granted a transfer/promotion shall be notified in writing within 10 days. A unit member or CSEA may request a meeting with the Superintendent/Designee to discuss reasons for the transfer/promotion not being granted.

D. Unit Member Initiated Exchange/Transfer

Two unit members within the same classification but working at different schools/work sites may request from the Superintendent/Designee to exchange schools/work sites. Said exchange will be implemented upon approval of the Superintendent/Designee and after notification to CSEA. No vacancies shall be created by such an exchange.

E. Probationary Period

No probationary period will be required for a permanent unit member transferring within the same job classification. There shall be a six (6) month probationary period in promotional positions. If the unit member receives an unsatisfactory evaluation as proscribed in Article 14, he/she may be returned to his/her former position. The unit member may voluntarily return to the former position provided he/she so requests this within twenty (20) working days after the effective date of promotion.

F. Criteria for Unit Member Initiated Transfer/Promotion

If a Unit Member Initiated Transfer/Promotion is requested, the following criteria shall be considered and weighted equally by the District and the Program

1. Experience, training and skill level desired to be successful in the position.
2. Fiscal impact of the assignment on the District.
3. Unit member is able to support the curriculum and instructional methodology of the program.
4. Recommendation of the interview/screening committee if utilized, per Lagunitas School District Policy #4001.
5. When all factors are substantially the same, the most qualified senior unit member will be selected for the vacant position.

G. District Initiated Reassignment

The District may reassign a unit member from one position to another position in the same job classification. The District will utilize the criteria established for unit member initiated transfer in F. above, when considering reassignment of a unit member. Said reassignment shall not result in a loss of pay or benefits to the unit member, except when said transfer is implemented due to a reduction in force, in which case there may be a loss of pay or benefits. The affected unit member shall be given at least ten (10) working days notice and an opportunity to discuss the reason(s) for the reassignment with the Superintendent/Designee before it becomes effective. In any event, prior to making a reassignment that has not been requested by the unit member, the District shall meet with the CSEA Chapter President to discuss the proposed reassignment.

H. Changes in Positions

Notification of changes in existing positions or classifications, or the creation of new positions or classifications will be made in advance to CSEA. If a District staff reorganization occurs during the effective period of this contract, CSEA will be given the opportunity to bargain such changes prior to its implementation. If job function changes are substantial enough to warrant a job description and/or salary change, negotiation on that topic can take place without using up a reopener and can be made effective at the same time as the reorganization.

I. Professional Growth

The opportunity shall be made available to the unit member to receive education, training and professional development to accommodate the academic and professional growth activities directly related to the unit member's position. If training is required by either the District or the Program, the District or the identified Program will pay for the cost of required training.

ARTICLE 9- INCONSISTENT DUTIES/ RECLASSIFICATION

Section 1 - Assignment Out of Classification

A unit member shall not be required to perform duties, during his/her regular work day as defined by Payroll Agreement in Article 3 Item F, not a part of his/her classification for a period exceeding five (5) working days within a fifteen (15) calendar day period except as defined below (Ed Code 45110):

An employee may be required to perform duties not a part of his/her classification beyond a five (5) day period provided that his/her salary is adjusted upward by five (5) percent, but not to exceed ten (10) percent, for the period of time required to work out of classification.

Section 2 - Requests for Reclassification

A. Definition: Reclassification is a change in the pay range of a position(s) due to one or more of the following reasons:

1. New job duties with increased difficulty and/or a higher level of responsibility have been added to a position.
2. The job classification ranking is out of line relative to similar job classification rankings in other districts of like composition and financial ability.

B. Procedure:

1. Unit members may submit a request for reclassification based upon requirements in Appendix C – Request for Reclassification no later than January 15 to the District Superintendent and CSEA President.
2. The Superintendent shall review the request(s) and make written recommendations to the reclassification committee no later than February 15.
3. The committee, composed of two (2) representatives appointed by CSEA and two administrators and/or school board members appointed by the Superintendent, shall meet to review the request(s) no later than March 15. The committee shall interview each unit member who submits a request in order to ensure all needed information is gathered. The committee may also interview the supervisor if deemed appropriate. The committee shall make written recommendations to CSEA and the District no later than April 15.
 - a. The committee will review but shall not be limited to, the following criteria before making a recommendation for or against reclassification of a position: job description/specifications, significant job duties currently being performed and not included in the job descriptions, added responsibilities and increased level of decision-making responsibilities.

- b. If the committee reaches a split vote (a 2 to 2 vote), a fifth, neutral person will be mutually selected to join the committee and have the tie breaking vote.
4. CSEA and the District will meet and negotiate the committee's recommendations subject to negotiations. The Superintendent will notify the unit member(s) in writing of the results of negotiations no later than May 15. If it is negotiated to reclassify a position, the Board of Trustees will adopt such a change no later than July 1. Included in the negotiations shall be a decision on retroactive pay increase, if appropriate. Job descriptions will be updated no later than July 1 when a reclassification is negotiated.

ARTICLE 10 - RETIREMENT INCENTIVES

Terms

These retirement incentives will be made available to unit members of the Lagunitas School District who are:

1. 55 years of age or older.
2. Have worked in the District for not less than ten (10) years.

A unit member may select only one incentive. The incentives are:

1. Golden Handshake
2. Part-time Employment phasing into retirement
3. Bonus incentive
4. Supplemental Retirement Leave
5. Retirement with Benefits.

The process is as follows:

1. By January 15 of each year, the Board of Trustees will determine if any incentives will be made available and if there will be a limitation on the number of participants. Board consideration will be dependent upon program needs; the financial constraints of the District, and legislation that affects the ability of the District to offer these incentives.
2. Application must be made by March 1 of the school year preceding the school year of requested participation. The Board of Trustees may at their discretion, extend the date of application due to extenuating circumstances.
3. Approval will be considered by the Board of Trustees by the first board meeting date in May.
4. Retirees may continue to participate in all health and welfare programs for which they are eligible at their own expense.

Golden Handshake

The District shall make available to unit members the provisions of the Government Code. This program will provide to a unit member who elects this option, two years of service credit at the time of retirement beyond the amount currently earned under PERS. It requires the District to pay an estimated present value percentage to PERS for these additional years.

The Board of Trustees will adopt an appropriate resolution pursuant to the Government Code. Unit members wishing to apply for the program must submit a letter of resignation, effective June 30, or not less than 60 days nor more than 120 days after the adoption of the resolution by the Board of Trustees.

For those unit members not participating in PERS due to part-time employment, the District shall calculate the "Golden Handshake" base amount as if the unit member were a participant in PERS.

Part -time Employment Phasing into Retirement

Unit members may apply for a reduction in their workload from full-time to part-time for no less than one (1) nor more than five (5) years and maintain full-time status for retirement purposes. Both the District and the unit member agree to pay full PERS payments during this time and the unit member agrees to retire at the end of the agreed period.

If employment is terminated voluntarily or involuntarily prior to the conclusion of the agreed upon term of employment, the unit member will receive retirement credit in proportion to the reduced workload and the time actually employed.

Only unit members are eligible who have been employed full time in a position requiring membership in PERS for at least ten (10) years of which the immediately preceding five (5) years were full time employment without a break in service. Sabbaticals and approved leaves of absence do not constitute a break in service. Eligibility for this option needs to be verified prior to the reduction in workload by the personnel responsible for the administration of this option and the Public Employees' Retirement System.

Benefits will be paid to the unit member of a full-time basis.

The unit member shall sign an agreement to retire from the District at the end of the period of participation in this reduced workload program.

Bonus Incentive

The District agrees to grant the retiring unit member a one-time payment equal to two-thirds (2/3) of the dollar cost to the District of the Golden Handshake Program for that unit member. This sum will be paid according to a mutually agreeable plan in a lump sum or installments.

Unit members who currently have less than full-time contracts shall have this incentive pro-rated.

The District assumes no responsibility or liability for taxes or any other consequences for the individual's participation in this retirement plan.

Supplemental Retirement Income

The District agrees to make payments of one-fifth (1/5) the dollar cost to the District for the Golden Handshake Program for the unit member each year for five years directly to an insurance company determined by the unit member and the District. This company then will place the money into an annuity fund. Retirement benefits will be disbursed by the insurance company to the unit member.

Unit members who currently have less than full-time contracts shall have this incentive pro-rated.

The District assumes no responsibility or liability for taxes or any other consequences of the individual's participation in this retirement plan.

Retirement with Benefits

A unit member may request that upon retirement the District pay health and welfare benefits in accordance with the plan currently offered by the District to the sum total of the Golden Handshake for that employee or until age 65, whichever comes first.

Unit members who currently have less than full-time contracts shall have this incentive pro-rated.

ARTICLE 11 – SAFETY

The District shall provide pre-approved purchases, up to \$250 on an annual basis, of safety equipment, such as boots, facial masks, durable work pants, foul weather gear, eye protection, safety vests and other items as needed. Unit members provided with such equipment will be required to wear such safety equipment. District-purchased safety clothing and equipment will remain the property of the District.

The District shall provide unit members who work in custodial, maintenance and grounds positions with a vest and t-shirt that identifies them as a District employee.

ARTICLE 12 - LAYOFF PROCEDURES

Layoff

A layoff for the purpose of this article shall be considered as an involuntary separation of a permanent classified unit member from active service due to lack of funds and/or lack of work as a result of a bona fide reduction or elimination of the service performed by any department or when displacement (bumping rights of an unit member) cause such an action.

The District shall notify all affected unit members, in writing, at least sixty days (60) days prior to the effective date of any layoff (to include reduction in hours or reassignment to a classification lower than that which the unit member holds). The notice shall specify the reason for the layoff, the effective date of the layoff, rights of displacement and reemployment rights, any rights of unemployment benefits, and information as to seniority. All layoffs shall occur by the order of seniority within each approved job classification. If two or more unit members, subject to layoff, have equal seniority, within the same job classification, the determination as to who shall be laid off shall be made on the basis of the original date of hire; if that is equal then the determination shall be by lot.

The District shall notify CSEA, in writing, of proposed layoffs forty-eight (48) hours prior to the Board meeting. Either party may request to meet and discuss the impact of any layoff.

Displacement (bumping rights)

- a) A permanent unit member who is laid off from a classification and who has previous service in a lateral or lower classification shall have the right to displace a unit member with less seniority in the classification previously held by the laid off unit member. Laid off unit members shall not be compelled to accept a vacant position.
- b) Seniority, for the purpose of bumping, shall be based upon the initial date of hire as a probationary unit member within the District. In order to exercise his/her bumping rights, the unit member must notify the District in writing within ten (10) working days of receipt of the layoff notice. The District shall then notify any other unit member directly affected by the displacement within ten (10) working days.
- c) A permanent unit member who has been laid off for lack of work or lack of funds and who has no bumping rights may be granted a voluntary demotion to a vacant position in a lower classification or transfer to a vacant position in an equal classification, provided that the unit member is qualified to perform the duties thereof. Such unit member shall maintain his/her reemployment rights as defined in this article.
- d) The District shall provide CSEA with an updated seniority list once per year, no later than December 15th of each year.
- e) Substitute or Short-term Unit Member

No permanent unit member shall be laid off from any position while there are unit members serving in a substitute or short-term capacity in positions of the same classification for which the regular unit member is qualified, unless the unit member to be laid off declines the substitute or short-term assignment. The Superintendent/ Designee shall decide whether the regular unit member is qualified for the position.

f) Reemployment and Displacement (Bumping) Rights

This provision shall take precedence over the Classified Agreement Article 8 – Transfers and Promotions.

All unit members who are laid off shall have reemployment rights in their former classification or in any class in which they have accrued seniority for a period of thirty-nine (39) months following the date of termination and shall be reemployed in preference to new applicants. Upon reemployment, the unit member shall have seniority and all other benefits of the position reinstated at the same level as on their last day of employment, including but not limited to, step placement, vacation, sick leave, and other rights and benefits. Unit members who exercise displacement rights into a lower class, or who take voluntary demotions or reductions in assigned time in lieu of being laid off, shall be granted the same rights as persons who are laid off. Such persons shall also have the rights to reinstatement to positions with increased assigned time as vacancies become available, for a period of thirty-nine (39) months following the date of displacement.

Unit members shall retain eligibility to be considered for reemployment for an additional twenty-four (24) months; provided, that the same test of qualification under which they qualified for appointment to the class shall still apply.

ARTICLE 13 - PERSONNEL FILE

The personnel file of each unit member shall be maintained at the District Office.

The unit member's personnel file shall be made available for review by the unit member involved. If desired, the unit member may be accompanied by a representative while making this examination. The examination shall be made in the presence of the Superintendent/Designee. Copies of materials in the unit member's personnel file shall be provided to the Unit Member upon request, or to his/her designated representative.

Information or statements of a derogatory nature, except material obtained for the purpose of hiring, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon within ten (10) working days. A unit member shall have the right to enter comments and have them attached to any such derogatory statement. Such review shall take place at a time mutually agreed upon between the unit member and Superintendent/Designee.

Information or statements of a derogatory nature shall be placed in the personnel file within thirty (30) working days of the occurrence of the incident upon which it is based, except in circumstances in which the District could not have reasonably known about or placed the material in the unit member's file within thirty (30) days. Evaluations may refer to materials, which have been placed in the personnel file during the evaluation period.

All material placed in a unit member's personnel file shall be dated and signed by the originator.

Information of a positive nature shall be placed in a unit member's file, such as indications of special competencies, achievements, performances, or contributions of an academic, professional, or civic nature. Material of a similar nature received from responsible outside sources may also be included in a unit member's file. Copies of such material may be provided to the unit member.

ARTICLE 14 - EVALUATION PROCEDURE

Purpose

The major purpose of evaluation is to assess performance and to critique, commend, and improve performance. The evaluation process is also designed to help all unit members perform their jobs more effectively to the mutual benefit of the unit member and the District.

Procedure

Probationary employees shall be evaluated by the Superintendent/Designee or by their immediate supervisor no later than the end of the fifth month of service in their position, on the report form agreed upon between the District and the CSEA Unit Representative. The performance rating completed at the end of five (5) months of service must indicate at least overall satisfactory job performance in order for unit members to successfully complete their six (6) month probationary period and achieve permanency in the District.

A permanent unit member shall normally be evaluated no more than every two years by his/her immediate supervisor. The immediate supervisor is an administrator designated by the Superintendent to oversee the work of a unit member and responsible for completing a performance evaluation for that unit member. However, any unit member, whether probationary or permanent, may be evaluated for unsatisfactory service at any time. The completed evaluation and the unit member's response, if any, shall be entered in the unit member's personnel file.

Negative/unsatisfactory evaluations shall include written specific recommendations for improvement. When a unit member receives an unsatisfactory evaluation, there shall be additional follow-up meetings as needed between the unit member and his/her immediate supervisor; the initial date to be set at the original evaluation meeting.

Appeal

Within ten (10) work days of receipt of any evaluation less than satisfactory, a unit member may appeal to the Superintendent or his/her designee for a review.

ARTICLE 15 - DISCIPLINARY PROCEDURE

Probationary period and permanent status

The probationary period of a new unit member shall be the first six (6) months of employment, during which time said Unit Member may be released at the discretion of the District.

Upon satisfactory completion of this probationary period by a new unit member, such person is hereby designated as a permanent unit member. Permanent unit members may be subject to disciplinary procedures described in sub-section b. and sub-section c in Procedures for Progressive Discipline (below).

Just Cause for Discipline

A permanent unit member shall be subject to disciplinary action only for just cause, including suspension, demotion, and dismissal.

No disciplinary action shall be taken for any cause which arose prior to the unit member's achieving permanent status, nor for any cause which arose more than two (2) years preceding the filing date of any notice of cause unless such cause was concealed or not disclosed by such unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the District.

Procedures for Progressive Discipline

The Superintendent or his/her designee, for reasons stated in writing to the unit member and CSEA, may skip one or more steps in the progressive discipline sequence in those cases involving a serious threat to the District property or health or safety of any person.

a. Verbal Warning

The Superintendent/Designee may issue a verbal warning to any unit member of unsatisfactory behavior, omissions, or performance.

b. Written Reprimand

In the event that such unsatisfactory behavior, omissions, or performance persists, the Superintendent /Designee may issue a written warning to the unit member.

c. Suspension, Dismissal or Demotion

In the event of the necessity for further disciplinary action, including suspension, dismissal, or demotion, the District shall inform the unit member and CSEA by written notice of the charges against him/her, of the proposed disciplinary actions, and a statement of his/her right to a hearing on such charges. The unit member shall have the right to a "Skelley" hearing with the Superintendent/Designee to discuss charges prior to a formal hearing. A formal hearing, if necessary, shall take place after service of notice to the unit member. Notice shall include a form, the signing and filing of which shall constitute the unit member's request for a

hearing and a denial of all charges. Failure to file this request within ten (10) working days after service of notice shall constitute a waiver of the unit member's right to a hearing.

Hearing

1. A unit member shall be entitled to independent counsel or CSEA representation at their own expense.
2. The Superintendent/Designee may place a unit member on administrative leave from duty pending the conclusion of the hearing.
3. The Board of Trustees shall conduct a hearing within thirty (30) working days after the unit member has requested a hearing.
4. The Board shall deliberate in Closed Session and shall determine the status of the unit member and disciplinary actions to be taken, if any, effective immediately. The Board of Trustees shall announce such conclusions not later than its next regularly scheduled Board meeting.
5. A minimum of four (4) Board members must vote in favor of the proposal to sustain the disciplinary action recommended by the Superintendent.

ARTICLE 16 - GRIEVANCES

Definitions

- a. A “grievance” is a claim by one or more unit members or the CSEA that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement.
- b. The “aggrieved party” is the person or persons making the claim.
- c. A “party in interest” is any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
- d. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise affecting the welfare or working conditions of unit members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Rights of Representation

A unit member, alleging a grievance, may be represented at all stages of the grievance procedure by a CSEA designated representative.

No Reprisals

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

Procedure: Unit Member Grievance – (See Appendix G)

A. Informal Discussion

A grievant shall go to his/her immediate supervisor either individually or accompanied by a representative with the objective of resolving the matter informally, within ten (10) working days of the event being grieved. If the problem is resolved, or if the grievant does not wish to take further steps, the grievance shall be judged to be resolved and no further steps shall be taken.

B. Level I - Formal Discussion with Superintendent/Designee

If the problem is still unresolved after the informal session, the grievant shall present a statement of grievance in writing to the Superintendent/Designee within twenty (20) working days of the event being grieved. This statement shall be a clear, concise statement of the grievance, including citation of the portion of the contract being violated, the circumstances involved, the decision rendered at the informal level conference, and the specific remedy sought. Failure to file a formal grievance within the specified time limits will invalidate the grievance. The Superintendent/Designee shall communicate his/her decision in writing within ten

(10) working days after receiving the grievance. Failure by the grievant to appeal a decision within ten (10) working days of receipt of the Superintendent/Designee's written response shall be deemed an acceptance of the decision. Failure by the Superintendent to communicate his/her decision with the specified time limits shall permit the grievant to the next level without a written decision.

Either party to the grievance shall have the right to request a conference in order to resolve the grievance. If the problem is resolved or if the grievant does not wish to take further steps, the case is closed.

C. Level II - Mediation

If the grievance is denied at Level I, the grievant may file a written appeal to the superintendent/designee within ten (10) days of the Level I denial by the Superintendent/Designee. This appeal shall contain a clear, concise statement of the grievance, including a citation of the portion of the contract being violated, the circumstances involved, the decision rendered at the formal level conference, and the specific remedy sought.

The appeal shall also state the grievant's election to proceed at Level II to conciliation by the California State Mediating and Conciliation Service. The mediation/conciliation session shall be scheduled at the mutual convenience of the parties and the mediator.

- a. The mediator shall attempt to find a mutually acceptable resolution to the grievance
- b. The mediator shall not issue any public statements of fact or opinion on the issue.
- c. Mediation or settlement positions of either party shall not be introduced at any other grievance level.
- d. In the event the parties are not able to resolve the grievance through the mediation level, or no settlement is reached the grievant may appeal the grievance to Level III within ten (10) days of the mediation.

D. Level III - Appeal to Board of Trustees

In the event the grievant is not satisfied with the proposed resolution at Level II, the grievant may appeal the proposed resolution, in writing, to the Board of Trustees within ten (10) working days after receiving a proposed resolution from Level II. This statement shall include a copy of the original grievance and appeal the proposed resolution rendered, and a clear, concise statement of the reason for the appeal

The Board of Trustees shall render its decision, in writing, no later than twenty (20) working days subsequent to receipt of the appeal. The decision of the Board of Trustees shall be final except that no rights of the grievant to further legal action shall be abolished.

Miscellaneous

1. CSEA, either in its own behalf or in behalf of the affected unit members, may initiate a grievance, which affects more than one unit member in the District.

2. When it is necessary for a representative designated by CSEA to investigate a grievance or attend a grievance meeting or hearing during the day, he/she will, upon notice to the Superintendent/designee by the President of CSEA, be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigation, meetings, or hearing as a witness will be accorded the same right.
3. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared by CSEA and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. A unit member may at any time present grievances to the District, and have such grievances mitigated, without the intervention of CSEA, as long as the adjustment is reached prior to arbitration and such adjustment is not inconsistent with the terms of this Agreement. If a unit member presents a grievance on his/her own behalf, CSEA shall have the right to be present and state its views at all grievance meetings. The District shall not agree to a resolution of the grievance until CSEA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

Time Limits

1. Time limits provided for at each level shall begin the day following receipt of the grievance, grievance appeal or written decision.
2. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.
3. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in harm to the aggrieved person, the time limits set forth herein will be reduced by mutual agreement so that the procedure may be exhausted prior to the end of the school year or as soon as is practical.

ARTICLE 17 - SAVINGS CLAUSE

If, during the life of this Agreement, there exists any applicable law or any applicable rule, regulation, or order issued by government authority other than the District, which shall render invalid or restrain compliance's with, or enforcement of, any provision of this Agreement, such provision shall be immediately suspended, and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions, which shall continue in full force and effect.

ARTICLE 18 - NON DISCRIMINATION

The District shall not discriminate against any unit member on the basis of race, color, creed, age, sex, national origin, political affiliation, personal living arrangements, marital status, sexual orientation, physical handicap, membership in a unit member organization or participation in the activities of a unit member organization.

ARTICLE 19 – PROFESSIONAL GROWTH PROGRAM

PROFESSIONAL GROWTH PROGRAM

A Professional Growth Program shall be established and maintained both as an incentive and as compensation for continuing education and career development among the staff of the Lagunitas School District. Its aim is to recognize that improved performance will have a positive impact on the children's education and is a result not only of years of experience but also of continuing education and training. As professional growth is of mutual benefit to the unit member, the District instructional programs, and the students, professional growth units will be granted for those academic and professional growth activities directly relevant to the unit member's position and the District goals. Implementation of the Professional Growth Plan will not result in a reduction of any unit member's salary. Salary adjustments related to the acquisition of professional growth units shall apply uniformly to all unit members within a bargaining unit.

ELIGIBILITY

All unit members of the Lagunitas School District are eligible to participate in the Professional Growth Program.

DEFINITIONS

Professional Growth Unit (PGU)- as referred to in this agreement means one semester credit from an accredited college or university(quarter units will be multiplied by a factor of two-thirds) or one unit as measured and verified on the basis of 15 clock hours of attendance, participation or work in a relevant professional activity. A clock hour refers to the actual time spent in the activity as verified on the "Certificate of Participation"

Verification- shall consist of documentation of hours or units on the prescribed Certificate of Participation included as Appendix E as submitted to the superintendent/designee.

Documentation- shall consist of a "Certificate of Participation" which must include college/university transcripts and/or a description of the course/activity, number of hours completed, date and instructor's signature.

Release time- for the purpose of this agreement shall mean any day in which a unit member is released from their regular job responsibilities in order to participate in an approved job-related professional growth workshop, conference or other activity.

CRITERIA

Activities to be counted as PGUs shall be pre-approved by the Principal and shall include, but not be limited to, the following:

- Courses from an accredited college or university.
- Participation in professional conferences and workshops, or attendance at lectures.
- Participation in curriculum development projects.
- Participation in an organized research project.
- The development of original educational materials which contribute to the body of knowledge and which go beyond the creation of materials for one's own classroom use.
- Participation in Adult Education classes related to a bargaining unit position.
- Participation in vocational or trade school programs related to a bargaining unit position.

PROCEDURE

At the beginning of each school year, the Principal shall be charged with the following responsibilities: to approve or deny requests for professional growth units, to review the allocation of release-time and workshop fees as presented by the District administration. The allocation plan will attempt to distribute days and fees equitably while meeting the needs of the District.

To approve or deny REQUESTS FOR PRIOR APPROVAL

Unit members shall submit requests for PGU approval to the District Administrative Assistant on the form prescribed by the District (see Appendix D). All units, which meet the criteria of the Professional Growth Program, will be approved.

Recognizing that some educational workshops are offered only during school hours, unit members shall be entitled to release time to engage in professional growth. No later than September 30 of each year, CSEA and District shall agree to an equitable distribution of release days. If the District has agreed, in advance, to cover the costs associated with a particular activity, that activity shall be eligible for Professional Growth consideration.

If a unit member receives a stipend from an organization other than the District for work completed outside of contracted hours or days, that time may still be considered toward achievement of Professional Growth Units subject to the criteria and procedures in this article.

Salary adjustments due to the accrual of PGUs shall be made twice a year, at the beginning of each school year and on February 1st of each school year. Unit members must submit verification of completion of approved professional growth activities by September 1 to effect a salary change at the beginning of the school year and by January 15 to effect a change at midyear. Both the unit member and the District

shall retain copies of documentation related to PGUs.

Beginning with the 2013-14 school year, Professional Growth increments shall be awarded upon completion of 9 professional growth units and will be \$600 per year.

There shall be no limit to the number of increments of professional growth awarded to a unit member.

APPEAL PROCEDURE

If a request for PGUs is denied by the Professional Growth Committee, the unit member may appeal to the Superintendent and/or Board of Trustees whose decision shall be final. The unit member must schedule this meeting within 30 working days of notification of denial by the Professional Growth Committee.

ARTICLE 21 – EMPLOYEE/EMPLOYER RELATIONS COMMITTEE

There shall exist, for the purpose of keeping open lines of communication with the Administration, an Employee/Employer Relations Committee (“EERC”) composed of three (3) classified employees who will meet once a month by appointment for an hour with the Superintendent. This EERC is not for negotiations. It is rather for information purposes, to dispel rumors and to solve problems before they become grievances.

ARTICLE 21 – TERM / REOPENERS

This agreement becomes effective July 1, 2016 and shall continue in effect to and including June 30, 2019. Reopeners – Article 4 Salaries and Article 7 – Health and Welfare Benefits and two (2) articles of each party’s choice.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on

CSEA
LAGUNITAS CHAPTER #749

LAGUNITAS SCHOOL DISTRICT

BY _____
President – CSEA

BY _____
President, Board of Trustees

BY _____
Labor Relations
Representative, CSEA

BY _____
Superintendent

APPENDIX A - SALARY SCHEDULE

APPENDIX B - PAYROLL AGREEMENT (PAGE 1)

Lagunitas School District
School Year
Classified Payroll/Contract

Please review, sign, and return by: September 7, 2012

Contract for School Year August 27, 2012 to June 17, 2013

Name: _____

FTE: _____

Hire Date: _____

Years of Service as of 6/30/12: _____

Position: _____

CSEA Salary Schedule: _____

Column: _____

Step: _____

Daily Hours: _____

Work Schedule

M, T, W, Th, F

8:30-12:30 w/15 minute break included

12:30-1:00 unpaid lunch

1:00-3:00

Hourly Rate: \$ _____

Longevity Rate: 1.0% \$ _____

Hourly Rate w/Longevity: \$ _____

Work Days: _____

180.00

Holidays Days: _____

11.00

Total Work Days: 191.00

Total Work Hours: _____

*Less Early Dismissal Hours: _____

Vacation Hours: _____

Total Paid Holiday Hours: _____

Total Paid Hours: _____

Vacation Factor

Annual Regular Salary: \$ _____

Aug-12 \$ _____

Sep-12 \$ _____

Oct-12 \$ _____

Nov-12 \$ _____

Dec-12 \$ _____

Jan-13 \$ _____

Feb-13 \$ _____

Mar-13 \$ _____

Apr-13 \$ _____

May-13 \$ _____

Jun-13 \$ _____

Annual Regular Salary: \$ _____

Instr Asst

Days in August

Hours worked in August

*Less Early Dismissal Hours: Shortened days one hour less

Net Deferred Pay: Yes/No

Union: Yes/No

Education Stipend/Professional Growth Stipend: \$ _____

Sick Leave Hours: 11-12 Carry Over

1.20

12-13

Total Sick Leave Days

Floating Holidays:

12-13

Total Floating Holidays Days

Voluntary Deductions (10 payments Sept-June) _____ (Dates)

CSEA Dues

Lagunitas Chapter Dues

Total Deductions \$ _____

Health & Welfare deduction and Flex 125 Plan (Cafeteria Plan) deduction to be determined by 9/15/12

Employee Signature _____

Date _____

Authorized Signature _____

Date _____

Account Codes: _____

Paid by Program

Stipend

APPENDIX B - PAYROLL AGREEMENT (PAGE 2)

CLASSIFIED POSITION	IMMEDIATE SUPERVISOR
Instructional Assistant	Principal
Program Instructional Assistant-Waldorf	Principal
Program Instructional Assistant-Montessori	Principal
Student Supervision	Principal
Intervention Aide	Principal
Assistant Cook	Business Manager
Nutrition Services Site Supervisor	Business Manager
Library Aide	Principal
A/V Clerk	Business Manager
Cook	Business Manager
RSP Assistant	Principal
Custodian	Business Manager
Science Resource Tech	Principal
Bus Driver	Business Manager
Account Clerk	Business Manager
School Secretary	Principal
Maintenance Worker	Business Manager
Tech Aide	Business Manager

APPENDIX C - REQUESTS FOR RECLASSIFICATION

Requests for reclassification should contain the following:

1. Letter from the unit member containing the request, reasons for and any background information the unit member feels is pertinent to the request.
2. Description of the duties that the unit member performs and the current job description for the position.
3. Information regarding equivalent positions in other comparable school districts.

The Reclassification Committee may request additional information it deems necessary.

APPENDIX E - PROFESSIONAL GROWTH PROGRAM

Received by District Office: _____

CERTIFICATE OF PARTICIPATION

I certify that (unit member) _____ successfully completed ____ hours or ____ semester/quarter units of participation in (course description/title) _____ on (date) _____ from (hours) _____.

Instructor name

Instructor/Course Coordinator signature

Organization

Date

Date Submitted to Principal: _____

Approved Date: _____

Denied Date: _____

Verified by: _____ Committee Member

APPENDIX F - UNIT MEMBER EVALUATION

UNIT MEMBER'S NAME:

POSITION:

SUPERVISOR:

DATE:

The Classified Unit Member's Evaluation is a three-step procedure, which includes an evaluation by the unit member's direct supervisor, a unit member's self-evaluation, and the development of a unit member's growth plan. The intent of this process is to give each unit member feedback about their performance while giving each one an opportunity for self-reflection/evaluation. Job growth, in our district, is a team effort. It involves each unit member, his/her supervisor, and perhaps others (parents, students, other classified and/or certificated staff).

A permanent unit member shall normally be evaluated no more than every two years by his/her immediate supervisor. The immediate supervisor is an administrator designated by the Superintendent to oversee the work of a unit member and responsible for completing a performance evaluation for that unit member.

At the conclusion of the evaluation process, all evaluation forms and any explanations either by the evaluator or the unit member will be placed in the unit member's permanent personnel file. In accordance with the Classified Employee's Contract, unit members have the right to review the contents of their files.

Evaluations will utilize existing job descriptions as guidelines for evaluating job performance. All evaluations should be completed no later than February of the current school year.

Steps for completing classified unit member employee evaluation:

1. Supervisor completes "Classified Unit Member Evaluation" form.
2. Unit member completes "Unit Member Self-Evaluation" form.
3. Supervisor and unit member conference to review evaluations.
4. Supervisor and unit member determine whether or not "Unit member Growth Plan" will be developed.
5. Unit member Growth Plan completed jointly by supervisor and unit member.

CLASSIFIED UNIT MEMBER EVALUATION

	Excellent	Very Good	Satisfactory	Needs Improvement
Personality & Attitude				
1. Cooperation with fellow employees and the public.				
2. Cooperation & effectiveness with children.				
3. Maintain positive attitude.				
Reliability				
1. Attendance & punctuality				
2. Good physical, emotional & mental health.				
3. Accepting responsibilities and meeting obligations.				
Job Performance				
1. Quality of work (i.e. effectiveness, thoroughness, accuracy).				
2. Amount of work – carries full work load effectively as per job description.				
3. Ability to demonstrate:				
Good Judgment				
Flexibility				
Self-motivation				
4. Knowledge and skill as per job description.				
5. Use of work time				
6. Positive attitude towards job				

COMMENTS/RECOMMENDATIONS:

Follow-Up Evaluation: Yes: _____ No: _____

___ I have discussed this evaluation with the unit member. ___ I have discussed this with my supervisor.

Supervisor's Signature:
Date: _____

Unit Member's Signature:
Date: _____

CLASSIFIED UNIT MEMBER SELF-EVALUATION

	Excellent	Very Good	Satisfactory	Needs Improvement
Personality & Attitude				
1. Cooperation with fellow employees and the public.				
2. Cooperation & effectiveness with children.				
3. Maintain positive attitude.				
Reliability				
4. Attendance & punctuality				
5. Good physical, emotional & mental health.				
6. Accepting responsibilities and meeting obligations.				
Job Performance				
1. Quality of work (i.e. effectiveness, thoroughness, accuracy).				
2. Amount of work – carries full work load effectively as per job description.				
3. Ability to demonstrate:				
Good Judgment				
Flexibility				
Self-motivation				
4. Knowledge and skill as per job description.				
5. Use of work time				
6. Positive attitude towards job				

COMMENTS/RECOMMENDATIONS: _____

Follow-Up Evaluation: Yes: _____ No: _____
 ___ I have discussed this evaluation with the unit member. ___ I have discussed this with my supervisor. _____

Supervisor's Signature: _____ Date: _____

Unit Member's Signature _____ Date: _____

APPENDIX G - GRIEVANCE FORM (CLASSIFIED)

Level 1 Formal Discussion with Superintendent

Grievant: _____ Work Location: _____

Date of Grievance: _____ Date of Informal Conference: _____

Decision Rendered at Informal Conference:

Date of Level I Grievance Filing: _____ Date of Conference with Superintendent: _____

Concise Statement of Grievance:

Specific Section of Contract Allegedly Violated:

Specific Remedy Requested:

Grievant Signature

Date

Level I Decision by Superintendent:

Superintendent Signature

Date

LAGUNITAS SCHOOL DISTRICT GRIEVANCE FORM (CLASSIFIED)

Level II Mediation

Grievant: _____ Date Mediation Requested: _____

Clear Concise Statement for Appeal:

Specific Section of Contract Allegedly Violated:

Specific Remedy Requested:

Date Mediation Held: _____

Names of Parties Involved in Mediation:

Mediator:

District:

Grievant:

Resolution Resolved: yes or no

If Yes, Resolution Description (signed by all parties):

If No, Proceed to Level III

LAGUNITAS SCHOOL DISTRICT GRIEVANCE FORM (CLASSIFIED)

Level III Board of Trustees

Grievant: _____ Date of Appeal to Board: _____

Reason for Appeal to Board:

Specific Remedy Requested:

Copy of All Previous Grievance Previous Grievance Documents to Board.

Date of Board Action on Appeal: _____

Board Decision:

Board President on behalf of Board

Date