

AGREEMENT
Between the
NORTH COW CREEK SCHOOL DISTRICT
and the
NORTH COW CREEK EDUCATORS ASSOCIATION
CLASSIFIED UNIT

Effective July 1, 2020 - June 30, 2023

IN WITNESS WHEREOF, the parties have executed this Agreement effective July 1, 2020 through June 30, 2023.

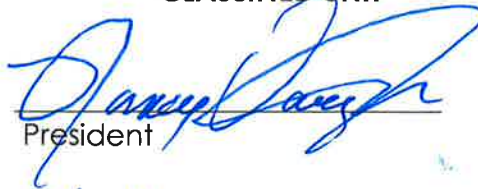
**NORTH COW CREEK
SCHOOL DISTRICT**

**NORTH COW CREEK
CLASSIFIED UNIT**



President, Board of Trustees

2/23/21
Date



President

2/23/21
Date



Superintendent/Principal

2/23/21
Date



Association Representative

2/23/21
Date

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ARTICLE 1
AGREEMENT

This is an AGREEMENT, made and entered into this July 1, 2020 by and between the NORTH COW CREEK SCHOOL DISTRICT (hereinafter referred to as "District") and the NORTH COW CREEK CLASSIFIED UNIT OF the NORTH COW CREEK EDUCATORS ASSOCIATION, CTA/NEA (hereinafter referred to as "Association"). The parties acknowledge the provisions of Chapter 10 (Sections 3540 et seq.) of Division 4 of Title 1 of the Government Code of the State of California.

WHEREAS, The District is engaged in rendering services to the public, and the District and the Association recognize their mutual obligation for the continuous rendition and availability of such services, and

WHEREAS, District's Unit Members shall continue to perform loyal and efficient work and service for the District and shall use their influence and best efforts to protect the properties of the District and its service to the public and shall cooperate in promoting and advancing the welfare of the District, and

WHEREAS, the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them, to promote harmony and efficiency to the end that the District, Association and the general public may benefit there from, and to establish fair and equitable wages, hours and other terms and conditions of employment for certain hereinafter designated Unit Members of District,

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE 2
RECOGNITION

- 2.1 The District confirms its November 15, 2006, voluntary recognition of the North Cow Creek Educators Association, NCCEA/CTA/NEA as the exclusive representative of that unit of permanent and probationary classified Unit Members. The unit excludes all other Unit Members such as certificated, management, supervisory, confidential, substitute and short term or part time Unit Members as defined in Education Code 45103.
- 2.2 This Agreement applies only to District Unit Members in the above Representation Unit.

ARTICLE 3
DISTRICT RIGHTS

- 3.1 It is understood and agreed that the District retains all its powers and authority to direct, manage and control to the full extent of the law. Further, it is agreed by the parties that District Rights include the following:
 - a. The full and exclusive control of the management of the District.
 - b. The supervision of all operations, and means of performing any and all work.
 - c. The control of the property and the composition, assignment, direction and determination of the size and the work hours of its working forces except as otherwise provided by this Agreement.
 - d. The right to determine the work to be done by Unit Members.
 - e. The right to introduce new or improved operations, methods, means or facilities.
 - f. The right to establish budget procedures and financial allocations.

- g. The right to hire, schedule, promote, transfer, evaluate, lay-off and increase the work hours of part-time Unit Members.
 - h. The right to suspend, discipline and discharge Unit Members.
 - i. The right to contract out work to be done or services to be rendered, consistent with past practices.
 - j. The right to transfer work into or out of the Bargaining Unit, consistent with past practices.
 - k. The right to establish educational policies, goals and objectives.
 - l. The right to otherwise maintain an orderly, effective and efficient operation. The foregoing shall be limited only by the explicit and expressed provisions of this Agreement.
- 3.2 The District's exercise of its powers, rights, authority, duties and responsibilities; the adoption of policies, rules and regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

ARTICLE 4

ASSOCIATION RIGHTS

- 4.1 The Association has the right under the Educational Employment Relations Act to represent Unit Members in their employment relations with the District. Nothing in this Agreement shall be construed as a waiver of such rights
- 4.2 This provision guarantees to the Association the right to use inter-site and intra-site electronic and regular mail facilities. For the purposes of this section, electronic mail shall be called "E-mail." The right to use the District electronic and regular mail system is critical to effective communications between the Association and its members. This right is also guaranteed to the Association by the Government Code Section 3543.1(b). The Association agrees the use of electronic and regular District mail is subject to reasonable regulation.
- 4.3 The Association shall have the right to use District buildings, sites, and equipment during all reasonable hours for meetings and other Association activities.
- 4.4 Appointment to District and Joint Committees
- a. The Association shall select Unit Member representatives to all District committees.
 - b. The Association shall select Unit Member representatives to all Association/District joint committees
- 4.5 The District and Association recognize the right of Unit Members to form, join and participate in lawful activities of Unit Member organizations, and the equal alternative right of unit members to refuse to form, join and participate in Unit Member organization activities.
- 4.6 Any Unit Member who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of membership dues. If the Association certifies that it has and will maintain individual unit member authorization, neither the Unit Member nor the Association shall be required to submit a copy of the written authorization in order for payroll deductions to be effective, unless a dispute arises about the existence or terms of the written authorization. Deductions for Unit Members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. The District will promptly forward Association dues to the Association. Unit Member requests to cancel or change authorizations for payroll deductions shall be directed to the Association, and the Association

shall be responsible for processing these requests. The District shall rely on information provided by the Association regarding whether deductions were properly canceled or changed.

4.7 New Year Association Meeting: The Association shall be provided no less than sixty (60) minutes of uninterrupted time to communicate with bargaining unit members during a new-year and/or new employee orientation at the start of each school year. Such time shall not be provided at the end of a meeting day unless the Association requests to be placed at the end of the agenda. District administration shall not be present during this Association time, unless the Association requests the administrators remain present. If a new employee orientation occurs after the start of the school year, the Association will be notified ten (10) days in advance of the meeting and will be given thirty (30) minutes of uninterrupted time to communicate with bargaining unit members without the presence of District administration.

4.8 Defense and Indemnification

The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of the Agreement or their implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed.

ARTICLE 5
GRIEVANCE PROCEDURE

5.1 A “grievance” is defined as any complaint of a Unit Member, Unit Members, or the Association involving the interpretation, application, or alleged violation of this agreement. Any grievance which may arise between a grievant and the District with respect to the interpretation or application of any of the terms of this Agreement, except as otherwise provided in this Agreement, shall be determined by the provisions of this Article. "Grievant" as used in this Agreement is defined as a Unit Member of the District or the Association.

5.2 Step One: The initial step in the adjustment of a grievance shall be a discussion between the Grievant or his/her representative and the Superintendent/Principal who will answer within ten (10) calendar days. This step shall be started within thirty (30) calendar days of the date the Grievant knew or should have known of the action complained of which is the basis for the grievance.

5.3 Step Two: If a grievance is not resolved in the first step, the second step shall be the presentation of the grievance in writing, by either the Grievant or his/her representative to the Superintendent/Principal, who shall answer, in writing, within twenty (20) calendar days. The second step shall be taken within ten (10) calendar days of the date of the answer in Step One. The written presentation shall be a clear, concise statement of the grievance, the circumstances involved, the pertinent dates, the decision rendered at the previous step, the section of the Agreement alleged to be violated and the specific remedy sought.

5.4 Step Three: If a grievance is not resolved in the second step, the third step shall be referral by the Association to mediation within twenty (20) calendar days of the answer in Step Two. Whenever a grievance is referred to mediation, the parties will attempt to agree on a mediator. If the parties do not agree on a mediator, either party shall request that the California State Mediation and Conciliation service refer a State Mediator. The State Mediator shall assist the parties in the resolution of the grievance in the same manner as that which is normally used in the mediation of interest disputes. Referral to Step Four shall not occur until the Mediator has released the parties from the mediation process.

- 5.5 Step Four: If a grievance is not resolved in the Third Step, the Association may, within twenty (20) calendar days of the conclusion of the mediation process, refer the grievance to arbitration.
- a. An Arbitrator shall be appointed on each occasion that a grievance is submitted to arbitration. In the event the District and the Association are unable to agree on the selection of the Arbitrator, they shall request the State of California Mediation and Conciliation Service to nominate five (5) persons to be the Arbitrator. The District and the Association each will alternatively challenge two (2) of such nominees, the party having the first challenge to be determined by lot. The remaining nominee shall be accepted as the Arbitrator and his/her compensation and expenses shall be borne equally by the District and the Association. The District and the Association shall pay the compensation and expenses of their respective appointees and witnesses. A reasonable number of Association representatives shall have the right to receive reasonable periods of released time without loss of compensation for the processing of grievances. Other expense items such as court reporters or room rent shall be borne equally by the parties. Each party shall pay for their own copy of the transcript.
 - b. An Arbitrator shall hold such hearings and shall consider such evidence as to the Arbitrator appears necessary and proper. The recommendation of the Arbitrator shall be final and binding on the District, the Association and the Grievant, and shall not in any way add to, disregard or modify any of the provisions of this Agreement.
- 5.6 Failure by the Grievant or the Association to meet any of the aforementioned time limits will result in forfeiture of the grievance, except, however, that the aforementioned time limits may be extended by written mutual agreement.
- 5.7 Any Unit Member may present grievances in accordance with this Article without the intervention of the Association, so long as the adjustment is reached prior to arbitration and is not inconsistent with the terms and conditions of this Agreement, and further provided that the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 5.8 A grievance shall in no way interfere with the right of the District to proceed in carrying out its management responsibilities subject to a final decision on the grievance. In the event the grievance involved an order, requirement or other directive, the Grievant shall fulfill or carry out such order, requirements or directives, pending the final decision on the grievance.
- 5.9 All documents resulting from the processing of a grievance shall be filed in a separate grievance file and shall not be placed in any Unit Member's personnel file.

ARTICLE 6

HOURS OF EMPLOYMENT

6.1 Initial Employment

Upon initial employment, each Unit Member shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his/her position, a statement of the duties of the position, and the Unit Member's regularly assigned work shift, the hours per day, days per week, and months per year.

6.2 Workday and Workweek

- a. The number of hours for regular full-time employment is eight (8) hours a day exclusive of lunch, and forty (40) hours per week consisting of five (5) days per week.
- b. All hours in paid service shall count toward meeting the above work week requirements.

6.3 Unit Members assigned to work a portion of their assignment in a classification with a higher rate of pay shall be paid at the higher rate for that period of time.

6.4 Holidays

Unit Members contracted to work when the following holidays occur shall not be required to work: July 4, Labor Day, Veterans' Day, Thanksgiving, the Friday following Thanksgiving, Christmas, New Year's Day, Martin Luther King Day, Lincoln's Birthday, the first Friday of Spring Break (floats within the break), Presidents' Day, and Memorial Day.

6.5 Vacation for Unit Members working fewer than 260 days per year

a. Part time Unit Members who work fewer than 260 days per year will be paid for vacation based on their annual salary computed with the following factor:

1-3 years	.03846
4-12 years	.05769
More than 12 years	.07692

6.6 Vacation for Unit Members who work 260 or more days accrue actual vacation days.

a. Unit Members who work 260 or more days accrue actual vacation days as follows:

1-3 year	10 days
4-12 years	15 days
More than 12 years	20 days

b. Unit Members may carry over up to ten (10) vacation days per year. All vacation time in excess of ten (10) days not taken or pre-approved prior to June 1 will be paid as monetary compensation. Vacation time accrued as of June 30, 2014 will be carried over until used. All other elements of this paragraph become effective July 1, 2014. In the event of retirement, layoff, or resignation, unused vacation time will be paid as monetary compensation.

c. The Unit Member will obtain pre-approval for vacation no less than fifteen (15) business days in advance, except for exceptional circumstances. The District shall not, without good reason, prohibit a Unit Member from taking a pre-approved vacation. If a Unit Member's vacation is changed due to the needs of the District, the District shall, before making such a change, give every consideration to the needs of the Unit Member to prevent financial hardship or loss to the Unit Member.

6.7 Adjustment of Assigned Time

Any Unit Member who with district approval works an average of fifteen (15) minutes or more per day in excess of his or her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective the 21st day.

6.8 Increases in Hours

When additional hours become available any Unit Member working less than a regular full-time assignment shall be offered the opportunity to interview for the position.

6.9 Overtime

a. Overtime is defined to include any time required to be worked in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours in any calendar week in order to complete assigned

duties. All overtime shall require the prior approval of the principal/superintendent and will not be paid unless approved in advance.

- b. In accordance with the Fair Labor Standards Act and applicable State law, compensatory time shall be allowed for overtime worked at the Unit Member's discretion. Accrued compensatory time may be utilized within a reasonable period of time, but not after ninety (90) days except by mutual consent.
- c. A Unit Member who works overtime shall be paid at a rate equal to one and one-half (1½) times his/her regular rate of pay for the overtime worked. Shift and special assignment differentials regularly received by the unit member shall be included in determining his/her regular rate of pay.
- d. All work, except for custodial emergencies, on the 7th consecutive day or Holidays will be compensated at three (3) times the Unit Member's normal rate of pay, and a minimum of four (4) hours will be credited to the Unit Member.
- e. Overtime shall be distributed amongst the Unit Members in the job classification starting with the Unit Member in that classification with the greatest seniority, in that job classification.
- f. Overtime opportunities shall be made available and scheduled at least seventy two (72) hours in advance when practicable.

6.10 Call-In (Emergency) Time and Call-Back Time

- a. Call-in time is non-scheduled working time for a guaranteed minimum of two (2) hours for reporting to work at the District's request. Call-in time must be authorized by the Unit Member's immediate supervisor.
- b. Any Unit Member shall have the right to turn down any offer of call-back time, on-call time or call-in time unless emergency circumstances exist as determined by the Unit Member's supervisor.
- c. Any Unit Member called back to work after completion of his/her work shall be guaranteed a minimum of two (2) hours of work.
- d. A regular Member of the Unit who works authorized call-in or call-back time shall be paid for a minimum of two (2) hours at his/her regular rate of pay. For any part of any hour worked after the guaranteed minimum, a Unit Member shall be compensated on the quarter (1/4) hour.
- e. A Unit Member who is on vacation shall not be subject to call back of any kind.

6.11 Rest Breaks

- a. Unit Members working three and three-quarters (3 3/4) hours per day or more shall receive not less than a fifteen (15) minute paid rest period for each three and three-quarters (3 3/4) hours of service. Unless otherwise mutually agreed to, the rest period shall be scheduled at or near the middle of the three and three-quarters (3 3/4) hour work period.
- b. Unit Members may elect on some occasions and with approval of their supervisor to combine the two (2) fifteen (15) minute rest periods and take one (1) thirty (30) minute rest period when the work shift is seven and one-half hours or more.
- c. Unit Members who are employed in two (2) or more positions in the District shall be entitled to the rest breaks herein based upon their daily hours of service.

d. Lunch Periods

Unit Members shall be entitled to a non-paid uninterrupted lunch period exclusive of the Unit Member's paid hours if working six (6) continuous hours or more daily. The lunch period shall be no less than thirty (30) minutes and shall be scheduled for full-time Unit Members at or about the midpoint of each work shift for full time unit members.

- e. A Unit Member required to work or be available during a lunch period shall receive pay at the rate of one and one half times (1½) time for all time worked during the normal lunch period.

6.12 Emergency Closures

Nothing in this Agreement shall require the District to keep the school open in the event of inclement weather, a natural disaster, or public power shutoffs. When school is closed to students, due to the above conditions and a unit member is required to report to work-related duties and the closure day is required to be made up, the unit member shall be compensated at their hourly rate for the hours worked if these hours are beyond their regular work schedule. If the State requires that day the school is closed for emergencies be made up, Unit Members will be required to report to their job assignments for those make up days with no additional compensation.

ARTICLE 7
PROFESSIONAL RIGHTS

7.1 Representation

Unit Members shall be informed of their right to representation before any meeting which could lead to disciplinary action and the meeting shall be postponed until an Association designated representative is available.

7.2 Evaluation Procedures

- a. The primary purpose of work performance assessment shall be for the improvement of the employment skills and all assessments shall be conducted in good faith and in accordance with the provisions agreement.
- b. The District retains responsibility for the evaluation and assessment of performance of each Unit Member, subject only to the following procedural requirements. Accordingly, no grievance filed pursuant to Article 4, Grievance Procedure, arising under this Article shall challenge the judgment of the evaluator.
- c. Evaluations shall be based on objective criteria as set forth in the position description of the Unit Member and shall not be assessed on or held accountable for any work performance over which the unit member has no authority or ability to correct deficiencies.
- d. Within the first month of each school year, the evaluator shall hold one or more staff meetings with Unit Members to review the specific evaluation procedures and time-lines.
- e. All monitoring or observation of the Unit Member's behavior shall be conducted openly and with full knowledge of the Unit Member and befitting the professionalism of the parties.
- f. In the event of an unsatisfactory performance evaluation of a permanent Unit Member the identified immediate supervisor shall take positive action to assist the Unit Member in correcting any cited deficiencies. Such assistance shall include the following:

1. Specific recommendations for improvement.
 2. Direct assistance to implement the recommendations.
 3. Provision of any additional resources to be utilized to assist with improvement.
 4. Techniques and means of measuring improvement.
 5. Time schedule to monitor progress.
- g. Each Unit Member who has served for less than six months or 130 days of paid service, whichever is longer, is a probationary Unit Member. Each probationary Unit Member shall be evaluated in writing twice during the probationary period, once at three months and again at six months using the formal evaluation document. Permanent Unit Members shall be evaluated at least once annually no later than May 1.
- h. For all permanent Unit Members who receive an unsatisfactory evaluation the prior school year, an interim written evaluation shall be completed and a meeting held between the Unit Member and evaluator no later than April 1. The interim written evaluation shall include specific recommendations for improvement in any previously cited performance deficiencies which have not been corrected.
- i. By May 1, the evaluator shall complete a final written evaluation for all Unit Members being evaluated during the year. The evaluator shall meet with each such Unit Member to discuss the evaluation, and shall provide a copy to the Unit Member.
- j. The District shall not require any member of the Bargaining Unit to act in any capacity to evaluate the work performance of another Member of the Bargaining Unit.
- k. A Unit Member who receives an overall unsatisfactory performance evaluation may request that the evaluation be reviewed by a person mutually agreed upon by the evaluatee and evaluator and designated by the Superintendent/Principal. The reviewer shall not be a Member of the Bargaining Unit. Such a request must be made within seven (7) days of the date that the Unit Member receives the evaluation.
- l. The reviewer shall investigate and discuss the evaluation with both the Unit Member and the evaluator. The reviewer shall attach a statement indicating "agreement" or "disagreement" with the evaluation. Copies will be given to the Unit Member and the evaluator. If the reviewer disagrees with the evaluation, the evaluation shall be changed accordingly. A written statement shall be attached to the evaluation by the reviewer indicating the area(s) of disagreement.
- m. A Unit Member shall be entitled to representation by the Association at any meeting to discuss or report on the Unit Member's work performance at any time.
- No evaluation form shall be included in the Unit Member's personnel file until the Unit Member has been provided a written copy thereof and has fourteen (14) working days to review and respond to the contents. The Unit Member shall have the right to append any statement or documentation to any material made a part of the personnel file.
- n. No information shall be placed in the personnel file without just cause. No document shall become a permanent part of a Unit Member's personnel file during the pending of a grievance on such material.
- o. The evaluation criteria and procedures herein shall be applied uniformly to Unit Members throughout the district and any deviations from them shall constitute a null and void assessment and a direct violation of this agreement.

- p. A Unit Member who receives a promotion to a new classification will be evaluated during the first three (3) months of the new assignment. This shall not be interpreted to affect a Unit Member's permanent status in the District.
- q. A copy of the completed evaluation, signed by the evaluatee and evaluator, shall be placed in the Unit Member's file at the District Office. The signing of such document by the Unit Member shall only signify receipt of the document and shall not imply agreement with its contents.

7.3 Personnel Files

- a. There shall be a single personnel file for each Unit Member. Personnel files shall be kept in the central administrative office of the District.
- b. A Unit Member may inspect material in his/her own personnel file, except materials which were obtained prior to employment.
- c. A Unit Member may inspect materials in their own personnel file, with the exception of the above specified items, during the normal business hours of the District's Office, at times other than when the Unit Member is required to render service. Such inspection may take place under the supervision of the Superintendent/Principal or designee.
- d. All derogatory material placed in a Unit Member's personnel file shall be dated and signed by the person who contributed the material.
- e. Material shall be added in a timely fashion. However, no material shall be added relating to an event that occurred more than thirty (30) days previously if the Unit Member was not provided with a copy of the material related to the earlier event within thirty (30) days of that event. For example: previous material need not be from the personnel file; it can be a memo summarizing earlier conversations or delineating expectations.
- f. No adverse comments may be placed in a Unit Member's personnel file without allowing the Unit Member an opportunity to review and have attached to any such derogatory statement her/his own comments thereon. The review and comment upon materials of an adverse nature shall take place during the normal business hours of the District's Office and at a time when the Unit Member can be spared from duty, as determined by the Superintendent/Principal. The Unit Member shall submit a request in advance to the Superintendent/Principal to leave the normal place of work during assigned duty times for such review and comment. Written comments from the Unit Member regarding adverse materials are to be submitted for inclusion in the personnel file within thirty (30) working days of the initial review.
- g. With written authorization from the involved Unit Member, Association representatives may inspect that Unit Member's personnel file.
- h. The District is prohibited from basing decisions affecting the assignment, discipline, or status of employment of a Unit Member upon materials or events not documented in the personnel file.
- i. Access to a Unit Member's personnel file shall be limited to a "need to know" basis. Access authorization must be obtained from either the Superintendent/Principal or designee. The contents of all personnel files shall be kept in strictest confidence. The District shall keep a log indicating the persons who have requested to examine a personnel file, the dates such requests were made and the dates the personnel file was examined. Such log shall be available for examination by the Unit Member or her/his authorized Association representatives.

7.4 Public Complaints

- a. Constructive criticism of the school is welcome when it is motivated by a sincere desire to improve the quality of the educational program and to enable the school of this District to perform its task more effectively. The Board and the Administration place trust in its Unit Members and desire to support their actions in such a manner that Unit Members are freed from unnecessary spiteful or negative criticism and complaints.
- b. All charges or complaints against a Unit Member, shall be presented to the Superintendent/Principal and shall be processed according to the appropriate Board Policy and Administrative Procedures

A complaint by a District Unit Member against another Unit Member shall be processed in accordance with the District anti-discrimination/harassment and complaint policies.

- c. If it appears necessary, the Trustees, the Administration, the person who made the complaint and the Unit Member involved may request a closed session of the Board, subject to compliance with the Brown Act, for the purpose of making a complete study of the matter. The person making the complaint, the Administrator and the Unit Member, and if requested by the Unit Member, a representative of the Association shall be asked to attend such a meeting for the purpose of presenting additional facts. In making further presentations and clarifying the issues, hearsay, rumor and emotional feelings shall be disregarded. Only facts related to this decision shall be entertained by the Trustees.

ARTICLE 8

LEAVES

8.1 Sick Leave

- a. Every Unit Member shall be entitled to one (1) day sick leave of absence for each calendar month worked. Sick leave benefits shall be prorated for Unit Members working less than a forty (40) hour work week.
- b. Pay for any day of such absence shall be the same as the pay which would have been received had the Unit Member served during the day.
- c. Unit Members may accumulate unused Sick Leave without limitation and shall be entitled to transfer unused Sick leave which may have been accumulated while previously employed in a position in another school district under the conditions specified in Education Code section 45202 and other applicable laws. A Unit Member need not accrue the annual credit prior to taking such a leave. Bargaining Unit Members may convert unused sick leave accrued at the time of retirement to retirement credit in accordance with statutory provisions at the time the Bargaining Unit Member files for retirement if the Bargaining Unit Member files for the conversion.
- d. The District may require a doctor's verification as condition of payment of Sick Leave after an absence of five (5) consecutive days.
- e. After all earned Sick Leave is exhausted, additional leave shall be available for a period not to exceed five (5) school months pursuant to EdCode 44977. The amount deducted during this leave shall be the amount actually paid a substitute employed to fill the position during the leave. A Unit Member shall not be provided more than one five-month period per each illness or accident. However, if a school year terminates before the five-month period is exhausted; the Unit Member may take the balance of the five-month period in the subsequent school year.
- f. When a Unit Member's employment terminates and more Sick Leave has been used than earned, the amount used but not earned shall be deducted from the final pay warrant.

- g. During any calendar year, unit members are entitled to use their available sick leave to attend to an illness of a family member of the unit member. A family member shall be defined as a mother, stepmother, mother-in-law, father, stepfather, father-in-law, spouse, son, stepson, daughter, stepdaughter, son-in-law, daughter-in-law, brother, stepbrother, sister, stepsister, grandmother, step-grandmother, grandfather, or step-grandfather, and/or foster and adopted children of the Unit Member or of the spouse of the Unit Member, nephew or niece, aunt or uncle of the Unit Member or other relatives living in the immediate household of the Unit Member.

8.2 Pregnancy Disability Leave

Any Unit Member may utilize accumulated Sick Leave for the purpose of a disability related to pregnancy, miscarriage, childbirth and the recovery there from. In accordance with state statute and regulations the need and length of Sick Leave, 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 her physician, provided that such verification demonstrates to the District that such leave is for disability purposes. Such Pregnancy Disability Leave with pay shall be granted and administered in the same manner as other temporary disability for illness or injury.

8.3 Parental Leave

- a. Qualified unit members may choose to take up to 12 workweeks of parental leave pursuant to EdCode 44977.5. Sick leave will be applied towards the 12 workweeks of parental leave until all sick leave is exhausted. Thereafter, the unit member may use differential leave for the balance of the period up to 12 workweeks and shall be compensated at no less than fifty (50) percent of his or her regular salary. Parental leave is in addition to pregnancy disability leave and does not run concurrently.
- b. Request for such leave must be made at least thirty (30) work days prior to the requested beginning date, unless there is a change in circumstances or a medical emergency, in which case notice must be given as soon as practicable.

8.4 Industrial Injury and Illness Leaves

- a. Unit Members shall be eligible for leave of absence because of work related disability or illness. Allowable leaves shall be for not more than sixty (60) service days in any one (1) fiscal year for the same accident and shall commence with the first (1st) day of absence.
- b. Leave of absence under this provision shall not be accumulated from year to year. When the Industrial Accident or Illness Leave overlaps into the next fiscal year, the Unit Member shall be entitled to only the amount of unused leave due the Unit Member for the same illness or injury.

Unit Members shall be paid such portion of the salary due them for any month in which absence occurs as, when added to the temporary disability indemnity under the California Labor Code, will result in payment to them of no more than their full salaries.
- c. Leave of absence applied for under this provision shall be reduced by one (1) day for each day of authorized absence, regardless of a temporary disability indemnity award to the Unit Member.
- d. Industrial Injury and Illness Leave is to be used in lieu of Sick Leave. When entitlement to Industrial Injury and Illness Leave has been exhausted, entitlement to Sick Leave shall then be used. If a Unit Member is receiving a temporary disability indemnity, the Unit Member shall be entitled to utilize only so much of the Unit Member's Sick Leave and Vacation Leave, which, when added to temporary disability indemnity, will result in a payment to the Unit Member of

not more than a full day's wage. The District in turn shall issue the appropriate salary warrants for payment of salary and shall deduct normal retirement and other authorized deductions.

- e. The benefits provided in this paragraph are in addition to Sick Leave benefits. Accordingly, the District shall not deduct Sick Leave from the Unit Member who is absent as the result of an industrial accident or illness.

8.5 Bereavement Leave

- a. A Unit Member shall be entitled to a maximum of three (3) days (or up to five (5) days if out-of-state travel or one-way travel in excess of 350 miles from Redding) leave of absence without loss of salary for the death of any member of the Unit Member's family, consistent with 9.1.g.

8.6 Jury Duty

- a. Unit Members are entitled to paid leave to serve on a jury.
- b. Unit Members receiving notice to appear for jury duty will notify the Superintendent/Principal within one (1) business day of receipt.
- c. When a Unit Member is granted leave for jury duty, the Unit Member shall endorse any juror's fees, excluding mileage and meal allowance, to the District.

8.7 Personal Necessity Leave

- a. Unit Members may use a maximum of seven (7) days of accumulated Sick Leave in any school year for Personal Necessity. Unit Members need not state a reason for the absence.
- b. All requests for Personal Necessity Leave shall be in writing on the Absence from Duty form and presented to the Superintendent/Principal as far in advance as possible. Such requests shall state the period of time to be absent and the expected date of return.
- c. Unit Members shall not be required to provide advance notice for leave taken for:
 - 1. Death or serious illness of a member of the family.
 - 2. An accident involving the Unit Member's person or the Unit Member's property, or the person or property of a member of the Unit Member's family, consistent with 9.1.g.
- d. Unit Members utilizing this option must notify the District so that arrangements for appropriate substitutes may be made.

8.8 Family and Medical Leave (Unpaid)

- a. Unit Members who have been employed by the District for at least twelve (12) months are eligible for unpaid Family and Medical Care Leave, pursuant to applicable State and Federal law and Board policies.
- b. Current law provides for unpaid leave of up to twelve (12) weeks which may be used for a Unit Member's serious health condition; the birth, adoption or foster placement of a child of the Unit Member and to care for a newborn; or the care of the Unit Member's child, spouse or parent with a serious health condition.
- c. During this unpaid leave, the District will continue its regular payment of group insurance premiums.

8.9 Leave of Absence Without Pay

- a. Unpaid Leave of Absence may be approved at the discretion of the District for periods of up to one year. A written request must be filed with the District prior to March 1 of the first year of the leave to extend it for an additional year.
- b. Advance approval is required. Requests are to be made on the appropriate form at least thirty (30) calendar days prior to the requested leave, except in the event of unforeseen circumstances. Leave taken without approval shall be considered unauthorized leave.
- c. Requests for leaves of up to twenty (20) working days may be approved by the Superintendent/Principal. Leave requests for greater than twenty (20) working days require the approval of the Governing Board.
- d. One full day's pay shall be deducted from the unit member's salary for each day of such leave if less than a contract year based on daily rate of annual pay. Unit members who take a leave without pay of greater than thirty (30) working days may continue their District insurance coverage at their own expense, subject to the procedures and requirements of the District and the group insurance carrier or administrator.

ARTICLE 9
COMPENSATION

9.1 Wages

- a. Unit Members will be placed appropriately on the classified salary schedule attached hereto as Appendix A based on prior experience in a similar position.

9.2 Insurance Benefits

- a. Full-time Unit Members [those who work forty (40) hours a week] are eligible to receive a District insurance premium contribution to be applied to the current District group medical, dental and vision insurance coverage for eligible Unit Members and covered dependents and the current District group life insurance coverage for eligible Unit Members. Effective July 1, 2020 the amount of such District insurance premium contribution shall be \$9604, and will be applied to the annual premium payment for the eligible Unit Member.
- b. Part-time Unit Members who are regularly assigned to work at least half-time (twenty (20) hours per week) are eligible to purchase benefits with a prorated District insurance premium contribution based on the Unit Member's percentage of full time (FTE), subject to insurance carrier/administrator approval. Unit Members who are regularly assigned to work less than half time are not eligible to receive any District insurance coverage or premium contribution.
- c. Any premium costs not covered by the District contribution shall be borne by the Unit Member by payroll deduction.
- d. By mutual agreement of the District and Association, insurance providers, coverages, and carriers for the above plans may be modified at any time to one of lesser total costs to the District.
- e. Eligible Unit Members not electing to be covered by certain benefit programs shall not receive any monetary remuneration in lieu of the District-paid insurance premium.

9.3 Whenever the District requires a Unit Member to use his/her personal automobile in the performance of duties, the District shall reimburse the Unit Member at current IRS rate per mile for each mile the vehicle is used in the service of the District.

9.4 Professional Growth

- a. To encourage Unit Members to improve their skills and serve the district as more valuable Unit Members, the district encourages growth through continuing education and training.
- b. In order for a classified Unit Member to receive credit for job-related courses or approved professional development training, a Unit Member must receive advanced approval from the Professional Growth Committee which shall consist of the Principal/Superintendent and an Association representative. The Committee will meet in April of each year. To be eligible for professional growth credit, units or training must be paid for by the Unit Member, be completed during their employment with the district and be completed on Non-paid time unless approved by the Superintendent/Principal.

[Classified Unit Members may begin to accrue professional growth course or training credit beginning with the initial contract date, July 1, 2008.]

- c. To qualify for a professional growth increment a Unit Member must accumulate two (2) semester units or thirty (30) hours of professional growth. No more than one (1) semester unit or fifteen (15) hours of professional growth may be carried forward to the next growth increment.
- d. A Unit Member may earn up to twelve (12) professional growth increments during their employment.
- e. In order to be applied towards an increment a course must be at least one half semester unit or six (6) hours of professional growth.
- f. For each professional growth increment, a Unit Member will be paid an additional \$100 per year. Payment will be part of their annual wage and be included in their monthly check.
- g. Transcripts, official grade cards, or verification of completion of courses shall be submitted to the District Office prior to September 15.

9.5 Paraprofessional/Instructional Tech Career Ladder Increments

Level 1

Pass paraprofessional test administered by SCOE
Base pay

Level 2

Pass paraprofessional test and complete twenty (20) units of college credit
Base pay + 2%

Level 3

Pass paraprofessional test and complete forty (40) units of college credit
Base pay + 4%

Level 4

Pass paraprofessional test and complete sixty (60) units of college credit or possess an AA degree.

Base pay + 6%

ARTICLE 10
REASSIGNMENT

- 10.1 Every reasonable effort shall be made to minimize the number of involuntary reassignments from one job description to another. However, the District reserves its rights and authority to reassign Unit Members as necessary in order to best meet the needs of the District.
- 10.2 Prior to the decision to reassign any Unit Member, the Superintendent/Principal shall meet with the affected Unit Member to discuss the proposed reassignment. The Superintendent/Principal shall make every effort to provide each Unit Member with a job assignment by the end of the school year. However, if a reassignment is necessary after that date, the Superintendent/Principal shall notify the unit within forty-five (45) days. Upon request of the Unit Member, the District shall provide in writing the reasons for the reassignment. The Board's decision on any reassignment shall be final and binding on all parties.
- 10.3 Unit Members are encouraged to make known to the District Administration their desire for voluntary changes of assignment. Requests for reassignment shall be considered by the District whenever a vacancy occurs.
- 10.4 If a vacancy occurs during the summer recess, the District shall notify each District Unit Member by mail.

ARTICLE 11
LAYOFF

- 11.1 Layoff shall only be for lack of work, lack of funds, or discontinuance of a particular program that necessitates a reduction in classified Unit Members.
- 11.2 Layoff Procedures
- a. Seniority
Order of Layoff shall be determined by seniority within the classification of employment. Seniority shall be determined by first date of paid service within the classification. If two (2) or more Unit Members subject to layoff have equal seniority, then the layoff determination shall be made by lot. The lot will be performed in the presence of the Unit Members affected, the Association and the District.
- b. Notice of Layoff
The District shall give sixty (60) calendar days written notice of layoff. Any notice of layoff shall specify the reason for layoff and identify by name, class and position, the Unit Member designated for layoff.
- c. Bumping Rights
A Unit Member laid off from his/her present position has the right to bump a less senior person within the classification or into any classification in which the Unit Member has previously worked for which the Unit Member has sufficient seniority over others.

d. Recall

Laid-off Unit Members are eligible for reemployment in the class from which they were laid off for thirty-nine (39) months and shall be recalled in the reverse order of layoff and in preference to new Unit Members. A Unit Member who takes a voluntary reduction in assigned time in lieu of layoff shall remain eligible for reinstatement of the reduced hours for thirty-nine (39) months.

If a Unit Member is recalled to a position other than the one from which he/she was laid off, the Unit Member shall have the first right to return to his/her original position.

The recall notice shall be sent by certified, return receipt letter to the laid off Unit Member's last known address.

- 11.3 Unit Members who are laid-off shall be eligible for benefits until the end of the month in which the layoff date is effective plus thirty days. Subsequently the Unit Member may, if she/he chooses, continue to pay the necessary premiums on a monthly basis as provided by COBRA.
- 11.4 Unit Members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned shall be granted the same rights as persons laid off.

ARTICLE 12
EMPLOYEE DISCIPLINE

- 12.1 The District continues to reserve the right to take any reasonable disciplinary action against any Unit Member for just cause.
- 12.2 Prior to imposing disciplinary action, the Unit Member shall be provided with the pre-disciplinary right to receive a written notice of the charges, to receive copies of all documents or evidence proposed to be used against the employee, to respond to the charges, and to be represented by the Association.
- 12.3 Discipline shall be comprised of progressive discipline, a program in which the penalties become progressively more severe in accordance with progressive seriousness of the infraction(s).
- 12.4 Disciplinary action shall be comprised of the following progressive disciplinary procedures, applied sequentially: letter(s) of reprimand to suspensions with or without pay to the ultimate penalty of discharge. In some cases where the violation is especially egregious or dangerous, suspension or discharge is justifiable, even on a first offense.
- 12.5 For the purposes of this Article, "Disciplinary Action" shall mean a letter of reprimand, suspension with or without pay, or dismissal.
- 12.6 Non-disciplinary, preventative, or corrective measures include, but are not limited to, verbal counseling, conferencing, conferencing memos, and verbal or written warnings. Non-disciplinary written communication will not be placed into a Unit Member's personnel file, unless attached as supporting documentation in a disciplinary action.
- 12.7 Unit Members may invoke their right to union representation at any time during a disciplinary action.

- 12.8 Nothing within this Article shall be construed to limit in any way the existing rights of the District to discipline Unit Members or to take action to dismiss Unit Members as set forth in the California State Education Code.

ARTICLE 13
SAFETY CONDITIONS OF EMPLOYMENT

- 13.1 In the event that a student enters the school with a history of violent, criminal, or harassing behavior, Unit Members will be informed of that history on a “need to know” basis. If a currently enrolled student engages in violent, criminal or harassing behavior, Unit Members will be informed of the behavior and the actions taken.
- 13.2 It is the responsibility of the Bargaining Unit Member to report, in writing, unsafe conditions to his/her supervisor. The District shall act as soon as practicable to correct any noted safety hazards and/or deficiencies.
- 13.3 Unit Members will not be required to provide medical treatment other than basic first aid except as required by applicable federal and state statutes and regulations and as applicable to his/her assignment, which may include Individualized Education Plans and Section 504 accommodations. Unit Members will be provided the proper training and support to provide for such treatments.

ARTICLE 14
SAVINGS PROVISIONS

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, or held to be outside the scope of negotiations, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 15
EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures, to the extent of a conflict, and over State laws, to the extent permitted by State law.

ARTICLE 16
EMERGENCY PROVISION

The District retains its right to amend, modify or rescind policies, regulations and practices referred to in this Agreement in case of emergency. For the purpose of this article, an "emergency" is defined as an act of God, war, or natural or man-made disaster.

ARTICLE 17
CONCERTED ACTIVITIES

- 17.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, illegal picketing, refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the District by the Association or by its officers, agents or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 17.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward encouraging all Unit Members to do so. In the event of a strike, work stoppage, slowdown or other interference with the operations of the District by Unit Members who are represented by the Association, the Association agrees in good faith to take necessary steps to encourage those Unit Members to cease such action.
- 17.3 It is agreed and understood that any Unit Member violating this Article may be subject to discipline.

ARTICLE 18
ENTIRE AGREEMENT

- 18.1 This Agreement shall remain in full force and in effect from July 1, 2020 – June 30, 2023; and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no later than October 31, of its request to modify and amend the Agreement and until modified by a Successor Agreement.

ARTICLE 19
TERM

- 19.1 For the 2020/2021 school year, negotiations are closed except for early retirement incentives and/or both parties mutually agree to amend any portion of this agreement.
- 19.2 For the 2021/2022 school year, either party may open negotiations on salary and benefits and one additional article for negotiations.
- 19.3 For the 2022/2023 school year, either party may open negotiations on salary and benefits and the parties will exchange successor agreements and sunshine proposals no later than October 31, 2020.
- 19.3 The parties agree to sunshine reopeners, and successor contract negotiations including compensation and articles to be negotiated, no later than October 31 of each year.

Appendix A

**North Cow Creek Elementary School District
2019/2020 Classified Salary Schedule
Effective July 1, 2019 - Minimum Wage change effective 1/1/20**

	A Para Food Service Child Care Asst		B Custodial	C Child Care Supervisor Inst. Tech	D Custodial / Maintenance Lead	E Tech Coordinator	F SpEd Para	G Attendance Secretary
	7/1/19	1/1/20						
1	12.11	13.00	13.79	14.49	16.20	17.87	13.25	14.88
2	12.84	13.00	14.61	15.36	17.01	18.95	14.04	15.78
3	13.61		15.49	16.28	17.86	20.08	14.89	16.72
4	14.42		16.42	17.26	18.75	21.29	15.78	17.73
5	15.14		17.24	18.12	19.50	22.35	16.57	18.61
6	15.90		18.10	19.03	20.28	23.47	17.40	19.54
7	16.70		19.01	19.98	21.09	24.64	18.27	20.52
8	17.53		19.96	20.98	21.94	25.88	19.18	21.55
9	18.41		20.96	22.03	22.81	27.17	20.14	22.62
10 - 14	18.96		21.79	22.91	23.50	28.26	20.94	23.53
15 - 19	19.34		22.23	23.37	23.97	28.82	21.36	24.00
20 +	19.92		22.90	24.07	24.69	29.69	22.00	24.72

For each professional growth increment, an employee will be paid an additional \$100 per year. Payment will be part of their annual wage and be included in their monthly check.

District Provided Health Insurance Cap: \$9,604

**North Cow Creek Elementary School District
2020/2021 Classified Salary Schedule
Effective July 1, 2020 - Minimum Wage change effective 1/1/21**

	A Para Food Service Child Care Asst		B Custodial	C Child Care Supervisor Inst. Tech	D Custodial / Maintenance Lead	E Tech Coordinator	F SpEd Para		G Attendance Secretary
	7/1/20	1/1/21					7/1/20	1/1/21	
1	12.56	14.00	14.30	15.03	16.81	18.54	13.74	14.00	15.44
2	13.33	14.00	15.16	15.94	17.65	19.66	14.57		16.37
3	14.12		16.07	16.89	18.53	20.84	15.44		17.35
4	14.96		17.03	17.90	19.45	22.09	16.37		18.39
5	15.71		17.89	18.80	20.23	23.19	17.19		19.31
6	16.50		18.78	19.74	21.04	24.35	18.05		20.28
7	17.32		19.72	20.73	21.88	25.57	18.95		21.29
8	18.19		20.71	21.76	22.76	26.85	19.90		22.35
9	19.10		21.74	22.85	23.67	28.19	20.89		23.47
10 - 14	19.67		22.61	23.77	24.38	29.32	21.73		24.41
15 - 19	20.06		23.06	24.24	24.87	29.90	22.16		24.90
20 +	20.67		23.75	24.97	25.61	30.80	22.83		25.65

For each professional growth increment, an employee will be paid an additional \$100 per year. Payment will be part of their annual wage and be included in their monthly check.

District Provided Health Insurance Cap: \$9,604

Appendix B



North Cow Creek School District Classified Employee Performance Evaluation Report

Employee Name: _____ Date of Evaluation: _____

Classification: _____ Report Period: _____ to _____

Status: Permanent Probationary 3 month 6 month

	1	2	3	4		1	2	3	4
WORK HABITS					PERSONAL QUALITIES				
Accuracy					Contact with Peers				
Attendance					Contact with Pupils				
Care of Resources					Contact with Public (if applicable)				
Neatness									
Observation or Rules/Regulations									
Observance of Work Hours					PROFESSIONAL QUALITIES				
Punctuality					Adaptable				
Shows Initiative					Knowledgeable				
Thoroughness					Professional Growth				
Works Independently									

1 = EXCELLENT, 2=SATISFACTORY, 3=NEEDS IMPROVEMENT, 4=UNSATISFACTORY

Overall Rating: Satisfactory Unsatisfactory

General Comments:

+ Improvement Plan/Goals (required for any area marked a "3" or "4")

SIGNATURE OF SUPERVISOR

TITLE

DATE

The following signature indicates that the employee has seen and discussed this evaluation report. It does not necessarily indicate complete agreement with all factors of the evaluation. The employee has the right to attach comments to this evaluation report within 14 days of the signed date.

EMPLOYEE SIGNATURE

DATE