

**Classified Agreement Between Montague Elementary School District And the
California School Employees Association Chapter # 825**

TABLE OF CONTENTS

ARTICLE 1

AGREEMENT

ARTICLE 2

RECOGNITION

ARTICLE 3

ASSOCIATION RIGHTS

ARTICLE 4

DISTRICT RIGHTS

ARTICLE 5

COMPENSATION

ARTICLE 6

EVALUATION

ARTICLE 7

PERSONAL FILES

ARTICLE 8

HOURS OF EMPLOYMENT AND OVERTIME COMPENSATION

ARTICLE 9

HOLIDAYS

ARTICLE 10

VACATIONS

ARTICLE 11

LEAVES

ARTICLE 12

TRANSFERS AND FILLING OF VACANCIES

ARTICLE 13

HEALTH AND SAFETY

ARTICLE 14

LAYOFF REDUCTION IN HOURS AND UNEMPLOYMENT

ARTICLE 15

DISCIPLINE

ARTICLE 16

EXTRA TRIP ASSIGNMENT

ARTICLE 17

GRIEVANCE PROCEDURE

ARTICLE 18

EMERGENCY PROVISIONS

ARTICLE 19

SAVING PROVISIONS

ARTICLE 20

EFFECT OF AGREEMENT

ARTICLE 21

COMPLETION AND MEETING OF NEGOTIATIONS

ARTICLE 22

TERM

ATTACHMENTS

1-POSITIONS IN UNIT

2-INSURANCE COVERAGE

3-SALARY SCHEDULE

ARTICLE 1 AGREEMENT

1.1 This is an Agreement made and entered into by and between the Montague Elementary School District (hereinafter referred to as "District") and Chapter #825 of the California School Employee Association (hereinafter referred to as "CSEA"). This agreement shall be effective upon the execution of both parties hereto.

ARTICLE 2 RECOGNITION

2.1 The District recognizes the Association as the exclusive representative of the classified employees serving in probationary or permanent status in the classified positions listed on the salary schedule, Attachment 1. The District officially recognized CSEA as the exclusive representative of the classified employees on April 23, 1998.

2.2 This Agreement applies only to probationary or permanent classified unit members included in said representation unit. Substitute, temporary, or short-term employees are not members of the classified service unit and are not eligible for the benefits of this Agreement.

ARTICLE 3 ASSOCIATION RIGHTS

3.1 The Association shall have the right to access areas in which employee's work, subject to the following procedures and conditions: All association business, discussion, and activities shall be conducted by unit members and association officials outside of employees' assigned duty times and in such a way which that it will not interfere with regular business operations. Association representatives who are not employed by the District shall follow District procedures upon arrival at the office or school site.

3.2 The Association may use District facilities when not otherwise in use, for the purpose of meetings concerned with the exercise of rights guaranteed by the Educational Employment Relations Act. District policies regulating the use of facilities must be followed.

3.3 The Association may use the District mailboxes and bulletin board spaces which shall be designated by the District in places where unit members work, subject to the following conditions: All posting for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization together with an authorization by an Association officer that such material is an official Association publication.

3.4 The Association has the right to review bargaining unit member's personnel files when accompanied by the unit member or upon presentation of written authorization signed by the unit member.

3.5 The Association has the right to be supplied with a complete seniority roster of bargaining unit members on the effective date of this Agreement and upon annual

request thereafter. The roster shall indicate the unit member's present and prior classifications.

ARTICLE 4 DISTRICT RIGHT

4.1 It is understood and agreed that the District retains all of its power and authority to direct, manage and control to the full extent of the law.

4.2 The District exercise of its powers, right, authority, duties and responsibilities the adoption of policies rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms are in conformance with law. The District's exercise of its powers, rights, authority, duties and responsibilities and the adoption of policies, make regulations and practices are discretionary and are not binding on the District and do not set a past practice or a precedent except as set forth in this Agreement.

4.3 All rights of management not expressly limited by the clear and explicit language of this Agreement are expressly reserved to the District even though not enumerated herein, and the express provisions of this Agreement constitute the only contractual limitations upon the District's rights. The exercise of any right reserved to the District herein shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner. Nor shall such exercise establish a past practice or a precedent.

ARTICLE 5 COMPENSATION

5.1 Salary Schedule

5.1.1 The Salary schedule is attached as an attachment a unit member must be in paid status seventy five percent (75%) of his/her assigned work year in order to advance a step on the salary schedule.

5.1.2 The salary schedule shall be increased by 1.5% effective July 1, 2020.

5.2 The district's maximum monthly insurance contribution for eligible unit members who qualify for the insurance coverage described in Attachment 2, shall be based upon the number of hours worked per week by said unit members. The District shall pay the maximum monthly insurance contribution for eligible full time unit members and shall pay a fraction of the maximum monthly insurance contribution for eligible part time unit members and the denominator shall be 40. Thus, a unit member who works 30 hours per week would be entitled to receive 75% of the district's maximum monthly contribution and a unit member who works 10 hours per week would be entitled to receive 25% of the district's maximum monthly insurance contribution.

The district's maximum yearly insurance contribution is \$10,000. This amount is prorated based on the number of hours worked. The district will pay up to, but not exceeding the maximum contribution. If at any time the combination of the combined monthly premium for health, dental and vision insurance exceeds the maximum district contribution, then all amounts in excess thereof shall be paid by the unit member,

monthly, in advance, by automatic payroll withdrawal, i.e., the district shall deduct from the monthly paychecks for unit members such amounts in excess of each of the above monthly premiums and shall pay said amount to the insurer, broker or other payee as appropriate.

ARTICLE 6 EVALUATIONS

6.1 Evaluations

6.1.1 Each permanent unit member shall be evaluated at least once every other year; unless such evaluation is jointly waived in writing by the unit member and the District.

6.2 Each probationary status unit member shall be evaluated in writing no less than once during the probationary period, which shall be twelve (12) months.

6.3 The evaluator shall provide a copy of the evaluation to the unit member no later than May 1 of the school year in which the evaluation is completed.

6.4 Any negative written performance evaluation shall include recommendations for improvement in cited deficiencies. The unit member shall receive the right to respond to negative written performance evaluations, within ten days of receipt of evaluations.

6.5 The evaluation shall not include non-verifiable or unsubstantiated information. Substantiated or verified information may be included in the evaluation.

6.6 Any employee who has reason to question any aspect of her/his performance evaluation has the right to request in writing, within thirty (30) calendar days, a review of the evaluation by the Superintendent or designee. The employee is entitled to CSEA representation during this review.

6.7 No evaluator shall base any comment or rating in any way upon an employee's participation in CSEA activities.

ARTICLE 7 PERSONAL FILES

7.1 Unit member personal files:

7.1.1 A unit member may inspect materials in his/her personal file may serve as a basis for affecting the status of his/her employment except materials which:

- (a) Are obtained prior to his/her employment.
- (b) Were prepared by identifiable examination committee members; or
- (c) Were obtained in connection with a promotional examination.

7.2 A unit member may inspect such material in his/her personnel file, with the exception of the above specified items, during the normal business hours of the District at times other than when the unit member is required to render service. Such inspection shall take place under the supervision of the District or designee. An Association representative may inspect a unit member's personal file with the written authorization of the unit member.

7.3 No materials of a derogatory nature, except the above specified items, may be placed in a unit member's personnel file without allowing the unit member an opportunity to review and comment thereon within five (5) working days of the unit member's receipt of the materials. A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. The review shall take place during the normal business hours of the District and at times when the unit member can be spared from duty, as determined by the Superintendent. The unit member shall be released from duty for a reasonable period of time without loss of pay for such review. The unit member shall submit a request in advance to the Superintendent to leave the normal place of work during assigned duty times for such review. A unit member is not entitled to release time to prepare any comments to derogatory material but is entitled to release time for review of derogatory material.

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

7.5 The personnel file of each unit member shall be kept confidential in the District's offices.

ARTICLE 8 HOURS OF EMPLOYMENT AND OVERTIME COMPENSATION

8.1 Work week, work day, and work year:

8.1.1 Full time employees within this representation unit consist of a forty (40) hour work week rendered in units of eight (8) hours. The work week shall consist of up to five (5) consecutive work days, Monday through Friday, for all employees rendering service averaging four (4) hours or more per day during the work week. The normal work week shall be Monday through Friday.

8.1.2 The work day and work week for all unit members shall be estimated by the District. Any change in the work week not provided in Section 8.1.1 above and changes of thirty (30) minutes or more in the starting time is subject to negotiation.

8.1.3 The District shall not modify a work shift or a work schedule for purposes of avoiding the payment of overtime.

8.1.4 The District retains the right to extend the regular workday or work week of employees when it deems it necessary to carry out the District's business.

8.1.5 A part-time employee who is assigned by the District to work a minimum of thirty (30) minutes per day in excess of his/her regular assignment for a period of

twenty (20) consecutive working days or more, shall have the basic assignment changed to reflect the longer hours of the assignment.

8.2 Meal Periods:

8.2.1 All unit members who render service of at least six (6) consecutive hours are entitled to a non-compensated meal period of between thirty (30) and sixty (60) minutes. The length of the meal period shall be scheduled by the supervisor.

8.3 Rest Period:

8.3.1 Unit members are entitled to a fifteen-minute compensated rest period for each four (4) hour period of service. This rest period shall be scheduled by the supervisor at or near the midpoint of each four (4) hours period of service.

8.4 Overtime compensation:

8.4.1 Unit members shall not perform services beyond the regularly assigned work hours without the knowledge and advance written approval of the District or designee.

8.4.2 Overtime compensation shall be provided to employees who are directed and authorized by the immediate supervisor in writing to work in excess of eight (8) hours in any one (1) day, or in excess of forty (40) hours in any calendar week.

8.4.3 For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence shall be considered as time worked by the employee.

8.4.4 Unit members directed and authorized by the immediate supervisor in writing and who provide service to the District for five (5) consecutive work days averaging four (4) hours or more per day shall be provided overtime compensation on the sixth (6th) and seventh (7th) day following the commencement of the work week.

8.4.5 Unit members directed and authorized by the immediate supervisor in writing and whose average work day is less than four (4) hours shall be provided overtime compensation on the seventh (7th) day following commencement of the work week.

8.4.6 For authorized overtime worked, a unit member shall be compensated equal to time and one half of employee's regular rate of pay, or at the option of the District, at the time the overtime is authorized, shall be eligible to receive compensatory time off at time and one-half of the unit member's regular rate of pay. Unit members authorized by the District to take compensatory time off in lieu of cash compensation for authorized overtime shall take the compensatory time off, as approved by the District, and if not approved by the District, shall be paid as provided-by law.

8.5 Working Out of Classification:

8.5.1 A unit member shall not perform for more than five working days in a fifteen-calendar day period, the duties of a position in a classification receiving higher compensation without the advance written approval of the District. A unit member required by the District to perform the duties of a position in a classification receiving higher compensation for more than five working days in a fifteen-calendar day period shall be compensated at the same step of the salary schedule at the higher compensation for the entire period of time the unit member is required to perform the duties of a position receiving higher compensation. The provisions of this paragraph 8.5.1 are not applicable if a unit member continues to work in his or her position and is offered by the District and accepts temporary, substitute or short-term employment in a higher or lower classification. In such an event, the unit member shall continue to receive his or her regular salary for the position in which he or she is regularly employed and the higher or lower salary for the short term, temporary or substitute assignment in the higher or lower classification.

8.6 Call Back Time:

8.6.1 Unit members who are required to return to work by the Superintendent or designee on a work day beyond the regular working hours, or are not scheduled to be worked shall receive at least two (2) hours of work at applicable rate of pay. This provision shall not apply to any employee who is assigned, prior to leaving work, to work beyond the normal work day.

8.6.2 Any-unit-member on authorized leave or authorized vacation shall have the right to reject any offer, or request for overtime or call back.

8.7 Extra Straight Time:

8.7.1 Unit members who are required or authorized by the Superintendent or designee to work extra time, but not overtime, shall be paid at their regular rate of pay or shall be eligible to receive compensatory straight time, (not time and one half), which shall be taken off on non-pupil attendance days only, upon approval of the Superintendent or designee.

8.8 Late start days: Employees will be required to work normal shift unless approved by Superintendent or designee. If it is determined that an employee will be late on these days, he or she shall contact the Superintendent or designee prior to the start of the regular work shift.

8.9 Stipend Positions: The following stipends are made available to any member of CSEA: Veteran's Day Luncheon (\$250) and The Winter performance (\$250). In the event that these activities do not meet the guidelines for gatherings (such as during Covid Pandemic), other enrichment activities must be provided in the place of these

stipend positions. Approval by Superintendent must be given prior to the event or activity.

8.9.1 Keenan video stipend: CSEA employees are given the equivalent of one work day to complete mandatory videos prior to each school year. CSEA members are not eligible for a daily stipend with this contract negotiation; however, the item will be tabled for future negotiations. {Certificate Teachers receive a stipend of \$200 for completing this video series in lieu of an additional day added to their contracts.}

ARTICLE 9 HOLIDAYS

9.1 Holidays, all unit members shall be granted the following holidays when such holidays

occur during the course of their regular employment:

New Year's Day	Martin Luther King Jr. Day
Lincoln's Birthday	Washington's Birthday
Memorial Day	Independence Day
Labor Day	Veterans Day
Thanksgiving Day	Admissions Day-to be taken the day after Thanksgiving
Christmas Day	

When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed unless designated otherwise by State or Federal authority, then it shall fall on the day designated by said authority. When holiday herein listed falls on a Saturday, the proceeding Friday shall be deemed to be the holiday in lieu of the day observed unless designated otherwise by State or Federal Authority. When a unit member is required to work on any said holiday, he/she shall be paid compensation, or given compensatory time off, for such work, in addition to regular pay received for holiday, at the rate of time and one-half (1 ½) the regular rate of pay. The calendar of holidays shall be established by the District and provided to all unit members.

9.2 Holiday Eligibility: Except as otherwise provided in this Article, a unit member must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

9.3 Unit members who are not normally assigned to duty during the school holidays of December 25, and January 1 shall be paid for those holidays provided that they were in paid status during any portion of their normal assignment immediately preceding or succeeding the holiday period.

ARTICLE 10 VACATION

10.1 Eligibility:

All unit members shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis, July 1 through June 30. All unit members are awarded then (10) days of vacation per school year.

10.2 Vacation:

Employees who are employed fewer than 12 months per year shall have their vacation pay (and holiday pay) included in their regular paychecks and are not entitled to separate payment for vacation and shall perform service on all days specified by the District. Unit members employed 12 months per year shall take vacation on non-pupil attendance days with the advance permission of the District. It is generally expected that the three (3) unit members employed twelve (12) months per year shall take vacation during the summer months on non-pupil attendance days with advance permission of the District.

10.3 Vacation Leave:

Vacation leave shall be prorated for employees employed less than full time based on the number of hours worked. For example, if an employee is employed for (4) hours per day, nine (9) months per year, then the employee would earn ten (10) days of vacation, each day of vacation being four (4) hours.

10.4 Vacation Accumulation: No employee may accumulate vacation without the advance written permission of the District. All vacations shall be taken during the school year within which it is earned.

10.5 Vacation pay:

Pay for vacation days for all unit members shall be the same as that which the unit member would have received had she/he been in a working status.

10.6 Vacation Pay Upon Termination:

Upon separation from service, an employee shall be entitled to lump-sum compensation for all earned and unused vacation, except that employees who have not completed six (6) months of District employment in regular status shall not be entitled to such compensation.

10.7 A holiday falling within a vacation period shall not constitute a vacation day.

10.8 Based upon the availability of earned vacation, a twelve-month employee may submit a written request for her/his regular payroll warrant to be issued prior to her/his scheduled vacation. This request must be addressed directly to the District Office and is

only applicable if vacation dates include the last working day of the month and the request is submitted thirty (30) days prior to said vacation.

ARTICLE 11 LEAVES

11.1 Sick leave:

11.1.1 Unit members employed five (5) days a week shall be entitled to twelve (12) days leave of absence for illness or injury with full pay for a fiscal year of service. Unit members employed for less than five (5) days a week and/or less than a full fiscal year, are entitled to sick leave as follows:

- a. A unit member employed five (5) days a week, who is employed for less than a full fiscal year, is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number she/he is employed bears to twelve (12).
- b. A unit member employed less than five (5) days a week shall be entitled for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days she/he is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

11.1.2 Credit for leave need not be accrued prior to taking such leave. However, newly employed unit members shall not be eligible to take more than six (6) days or the proportionate amount to which entitled until after completion of six (6) months of active District service.

11.1.3 Unit members may accumulate unused sick leave without limitation.

11.1.4 Unit members shall notify their immediate supervisor in advanced of taking any sick leave and in advance of returning to work

11.1.5 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.

11.1.6 Unit members returning to work after a surgery of serious illness, upon the request of the District, must provide a physician's release certifying medical permission to return to work.

11.1. 7 When a unit member is absent from duties on account of illness of accident for a period of five (5) months or less, the amount deducted from the salary due the unit member for any month in which the absence occurs, shall not exceed the sum actually paid any substitute employee employed to fill the position during the absence.

11.1.8 Unit members returning to work from sick leave after absence of three (3) consecutive work days, or after the third or subsequent absence from work adjacent to the weekend or holiday, or after the third absence in any ten (10) consecutive work days, upon the request of the District, must provide a physician's release and an explanation certifying the reasons for such absence and medical permission to return to work.

11.2 Bereavement Leave:

11.2.1 A unit member shall be entitled to a maximum of five (5) days leave of absence without loss of salary for the death of any member of her/his immediate family.

11.2.2 Member of the "immediate family" is defined as mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son step-son, son-in-law, daughter, step-daughter, daughter-in-law, sister, brother, brother-in-law, or sister-in-law or the employee, or any person living in the immediate household of an employee.

11.3 Industrial Accident and Illness Leave. (Workers Compensation Leave)

This leave may only be used for Industrial Accident or Illnesses which are recognized as valid by the District's worker's compensation insurance carrier. Allowable leaves shall not be for more than one period of sixty (60) work days in any one school year for the same accident, and shall commence with the first day of absence. Such leave of absence shall not be accumulated from year to year. When the industrial accident or illness overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

11.3.1 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 next pay warrant.

11.3.2 Unless travel outside of California and Oregon is authorized by the District in writing prior to the commencement of said travel, unit members during a period of illness or injury shall remain in the State of California or Oregon.

11.3.3 The District may require, from time to time, written statements from the unit member's physician verifying a unit member's absence under this leave and his/her ability to return to work, or verifying the continued illness or inability to work due to an accident. The District may require a written statement from the unit member's physician certifying medical permission to return to service at the end of this leave.

11.4 Personal Necessity Leave:

11.4.1 During any school year, up to seven (7) days of leave of absence for illness or injury allowed pursuant to the above sick leave provisions may be used by the employee in case of personal necessity, defined as that which requires the immediate and personal attention of the employee during the work day, including:

- a. Death of a member of the unit member's immediate family when additional leave is required beyond the bereavement leave provisions herein provided.
- b. Accident, involving the unit member's person or property, or the person or property of a member of his or her immediate family.
- c. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
- d. Upon the prior approval of the Superintendent or designee, other personal emergencies which cannot reasonably be expected to be disregarded by the employee.
- e. Three (3) days of the seven (7) days of Personal Necessity Leave may be used by an employee for purposes of discretionary leave defined as "compelling personal importance." These days shall not be used for strikes, sick outs, other concerted activities, and recreational purposes. It shall be the employee's responsibility to obtain prior approval for the leave from his or her principal or supervisor. The principal or supervisor may deny the leave request for one or more of the following reasons: (1) Another employee has already requested such leave on the same date; (2) Such leave was not requested at least two (2) full work days in advance; (3) District services are likely to be significantly affected by the employee's absence; (4) Other employees are likely to face an unreasonable workload increases because of the employee's absence. Employees are expected, except in cases of emergency or situations beyond the control of the employee, to give two (2) full work days advance notice of Personal Necessity Leave.

11.4.2 Personal necessity leave and discretionary leave are not cumulative.

11.4.3 Employees shall not be required to secure advance permission for leave taken under provisions outlined in a and b above.

11.4.4 All requests shall be in writing and should be presented to the Superintendent at least

three (3) working days before the date of leave, when possible. Such requests shall state the nature of the personal necessity and the period of time to be absent. In the event the nature of the leave is personal and employee desires confidentiality, the employee may sign a statement under penalty of perjury that the leave meets the criteria specified above for personal necessity leave.

11.5 Pregnancy Disability Leave:

Any unit member may utilize the accumulated sick leave for the purpose of a disability related to pregnancy, miscarriage, childbirth, and the recovery there from. The length of

such 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 the unit member's physician; provided that such verification clearly demonstrates to the District that such leave is for disability. Such pregnancy-disability leave with pay shall be granted and administered in the same manner as their temporary disability for illness or injury.

11.6 Trial Jury Duty Leave:

This leave only applies to a unit member's service on a civil or criminal trial jury and does not apply to service on a grand jury. If a unit member desires to serve on a grand jury the unit member may seek to be granted an unpaid leave of absence. A unit member is entitled to a leave to appear for jury duty. A unit member shall receive the regular pay, less any amount received for jury duty, exclusive of allowed travel expense and meal expenses. A unit member shall endorse over in favor of the District all compensation received for jury duty except travel and meal expenses. In the event a unit member is released from jury duty and is able to return to duty (including reasonable travel time from the court to the work site) prior to one (1) hour before the end of the work day, the unit member shall return to work. Unless excused by the unit member's supervisor, the unit member shall report to work prior to the jury duty.

11.7 Family Care and Medical Leave (Unpaid):

Unit members are entitled to unpaid family and medical leave pursuant to applicable state and federal legislation.

11.8 Absence Notification and Completion of Absence Affidavits:

Except as otherwise provided herein, unit members shall notify the immediate supervisor as far in advance as possible of taking any of the above leaves. The unit member shall also notify the supervisor as far in advance as possible of returning to work from any leave. If possible, the unit member shall complete the District Absence Affidavit prior to taking any leave of absence. If this is not possible then the unit member shall complete the Absence Affidavit form upon returning to work.

11.9 Catastrophic Sick Leave:

Unit members who suffer a catastrophic illness/injury, which results in the bargaining unit member using all available paid leaves, shall become eligible to use this catastrophic sick leave plan, subject to the restrictions and conditions in these rules:

11.9.1 Catastrophic illness or injury is that which is expected to incapacitate the unit member or a family

member for an extended period of time, and taking time off work created a financial hardship for the unit member because he/she has exhausted all sick leave and other paid time off. For purposes, of Catastrophic Illness/Injury, a member of the unit

member's family will be limited to spouse, children, mother, father or an individual over which the unit member has legal guardianship.

11.9.2 The unit member who is, or whose family member is, suffering from a catastrophic illness or injury must submit a request in writing to the Superintendent or designee for donated Catastrophic Sick Leave. The committee must determine that the unit member is unable to work because of the unit member's personal or family catastrophic illness after adequate proof of illness has been provided in accordance with E.C. 44043.5 to include but not limited to a doctor's verification of illness and declaration of compliance with the requirement of this leave. Falsification of leave verification will be grounds for discipline.

11.9.3 As soon as practical, the Catastrophic Sick Leave Committee (composed of two (2) Association members and the Superintendent) will meet and determine whether or not the unit member's request shall be approved. Approval must be unanimous by Committee members. If the request is denied, the Association President shall notify the unit member. If the request is approved, the Catastrophic Leave Bank will be reduced hour for hour, as needed, for each day awarded to the requested unit member. In no event, shall the committee approve more than forty-five (45) consecutive work days at a time.

11.9.4 Donations to the Catastrophic Leave Bank may be made under the following guidelines:

11.9.4.1 Any unit member may donate to the bank.

11.9.4.2 In order to donate to the bank, a unit member must have in reserve at least five (5) sick leave days.

11.9.4.3 In order to receive donations, the unit member must have contributed to the bank. For the preceding school year, donations shall be accepted at the beginning of the school year, all preceding years, donations will be collected at the end of each school year by the Chapter President who shall turn in all Catastrophic Sick Leave donations to the Superintendent or designee on or before the last day of school.

11.9.4.4 A unit member must use the Catastrophic Leave Bank form provided by the District.

11.9.4.5 Donations to the Catastrophic Leave Bank are irrevocable. If the qualified unit

member returns to work, then any unused leave credited to the qualified unit member shall be returned to the Catastrophic Sick Leave Bank.

11.9.4.6 In the event donations are not used, they will be retained in the bank.

11.9.4.7 Prior to retiring from the District, a unit member at any time may donate any number

of hours to the Catastrophic Sick Leave Bank.

11.9.4.8 A maximum of \$15,000 per school year shall be paid by the District for any or all Catastrophic Leave to include all associated costs of leave and substitute used under this article. Upon payment of \$15,000 in any school year no more Catastrophic Leave shall be provided.

11.9.4.9 The Association agrees that it shall not file, on its own behalf or on behalf of any unit member, any grievance, claim or lawsuit of any kind related to any attempt by unit member to retrieve donated sick leave used by another unit member pursuant to this provision. The Association also agrees not to make any attempts to challenge in any way the legality or enforcement of this provision.

ARTICLE 12 TRANSFERS AND FILLING OF VACANCIES

12.1 A "vacancy" is defined as any classified position which has been vacated, and which the District intends to fill, or any newly created classified position.

12.1.1 Except as provided in Section 12.1.2, all vacancies within the unit shall be posted at a major work location in the District for five (5) work days. The notice shall contain a description of the position and a deadline for the application.

12.1.2 A subsequent vacancy which results from a transfer shall be posted for three (3) work days.

12.1.3 Transfer requests shall be considered before filling the position with any other applicant. If a transfer request is not granted the person submitting the transfer request shall be notified in writing of the denial of the request and may, within five (5) days, request to meet with the Superintendent to discuss the reasons why the transfer request was not granted.

12.1.4 The District will not fill any unit vacancy with substitute employee(s) for more than sixty (60) calendar days, unless permitted by law or agreed to by CSEA and the District.

ARTICLE 13 HEALTH & SAFETY

13.1 The District and unit members shall cooperate in maintaining a safe working environment at the District.

13.2 All unit members will report to their immediate supervisor any practice, condition, or specific occurrence which poses a threat to the health or safety of any person associated with the District. The District shall review the matter and take any action in deems appropriate.

13.3 Unit members shall immediately report to the Superintendent any accident in which a potential injury exists.

13.4 Safety equipment which is required by the District shall be provided at District expense. Unit members will utilize such equipment and shall follow safe operating procedure.

ARTICLE 14 LAYOFF AND RE-EMPLOYMENT

14.1 Negotiating the Impact of Layoffs: The parties acknowledge that layoff for lack of funds or layoff for lack of work includes any reduction in hours of employment or assignment to a class or grade lower than that in which a unit member has permanence, voluntarily consented to by the unit member, in order to avoid interruption of employment by layoff. Any reduction in assigned time shall be considered a layoff in accordance with statutes. After notifying the affected unit members and the Association of any pending layoff, the District will meet with the Association to verify seniority lists and share information about any special concerns.

14.2 Seniority List: The District shall maintain a seniority list that is the Classified Order of Employment indicating each unit member's length of service in the District.

14.2.1 Definition: For purpose of this section, "length of service" shall be based on the date of hire within the class excluding any periods of unpaid leave in excess of sixty (60) consecutive workdays and service performed prior to entering into a probationary or permanent status.

14.2.2 Seniority Earned During Periods of Separation: No seniority credit shall be earned during periods of separation from service to the District, including layoff status and suspension without pay as a result of disciplinary action.

14.2.3 Lottery: As between two or more-unit members having identical seniority, the seniority shall be determined by lot.

14.2.4 Posting Seniority List: The seniority lists which indicate first date of service and job classification, shall be posted each year by December 1, and normally sixty (60) days in advance of a layoff. The Association shall receive a copy at the time of posting.

14.3 Procedures: Whenever a unit member is laid off, the order of layoff within the class shall be determined by length of service. The unit member with the most recent date of hire in the class shall be laid off first. Reemployment shall be in reverse order of layoff. "Layoff for lack of funds or layoff for lack of work" includes any assignment to a class or grade lower than that in which the unit member has permanence, voluntarily consented to by the unit member, in order to avoid interruption of employment by layoff. For purposes of this Article only: 1) the term "class" and "higher classes" shall refer to those classes of the Agreement, in which the unit member has permanent status; 2) "higher classes" shall refer only to classes which are classified at a higher range; and 3) "equal classes" shall refer only to classes which are classified at an equal range and in which the unit member has gained permanence.

14.4 Notice: Notice of layoff shall be as provided in the Education Code.

14.5 Bumping Rights: More senior unit members whose position have been eliminated pursuant to layoff must elect one of the following on the date agreed by the District and the Association: Elect to be laid off. For more senior displaced unit members, select a position vacated by a less senior displaced unit member in the same class, or in a lower class in which the unit member previously held permanency. Once the site assignment has been made pursuant to this procedure, the District shall determine the unit member's precise assignment at that site. If necessary, the parties shall mutually select a date for the exercise of bumping rights as set forth above, provided that any such date shall not delay the implementation of a layoff.

14.6 Reemployment Rights: Unit members laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants. In addition, such unit members laid off have the right to apply for vacant positions within the District during the period thirty-nine (39) months and, if they possess the minimum qualifications, to receive an interview.

14.6.2: 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 voluntarily be reclassified or reassigned, shall be granted in the same rights as unit members laid off and shall retain eligibility to be considered for reemployment for an additional period of twenty-four (24) months; provided that the same tests of fitness under which they qualified for appointment to the class shall still apply.

14.6.3: Unit members who take a voluntary demotion or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the unit member, returned to a position in their former class or to positions with increased assigned time in seniority order as vacancies become available.

14.6.4: A unit member may refuse an offer of reemployment to a specific position for which eligible; however, refusal of two (2) offers of reemployment to the classification from which laid off shall automatically cause removal from the list and the loss of any reemployment rights.

14.6.5: Whenever a layoff occurs, subsequent vacancies within a classification affected by the layoff shall be filled first by assignment from within the class then from those individuals on the reemployment list who have served in the classification beginning with the individual with the

greatest seniority determined in accordance with Section 14.2.1.

14.6.6: Written offers of reemployment made via the U.S. mail service or e-mail shall include the specific position and/or hours being offered, the rate of pay, level of benefits, a current job description, a mechanism for acceptance or refusal of the offer of reemployment within the prescribed time limit, and a place for the unit member's signature. Failure to accept or reject within five (5) business days from the date of service of offer of reemployment. It is the unit member's

responsibility to ensure the District has the most current mailing and e-mail address on file.

14.6.7: Refusal of an offer of reemployment less than held at time of layoff shall not constitute a refusal of reemployment.

14.6.8: Any unit member on the recall list who is reemployed within the reemployment period shall be re credited with any unused sick leave accumulated as of the date of layoff.

14.6.9: Upon reemployment from layoff, a unit member will be reinstated to his/her former placement on the salary schedule and shall be advanced to the next step on the salary schedule on the ensuing July 1.

14.7 Erroneous Layoff: Any unit member who is erroneously laid off through no fault of the unit member or the Association, in accordance with this Article, shall be reimbursed for all loss of salary and benefits.

ARTICLE 15 DISCIPLINE

15.1 Discipline. A permanent unit member may be subject to disciplinary action by the district for cause. Disciplinary action is deemed to include only dismissal, demotion, or suspension without pay for three (3) or more working days. A suspension without pay for two (2) or fewer working days is not subject to the provisions of this Article. The Superintendent may suspend a unit member without pay for two (2) or fewer days without compliance with the provisions of this Article.

15.2 Cause. A unit member may be subject to disciplinary action for cause. Causes for disciplinary action include, but are not limited to the following:

(a) Incompetence or inefficiency in the performance of the duties of his/her position.

(b) Insubordination, including, but not limited to, refusal to do assigned work or refusal to follow directives of the District or the unit member's supervisor.

(c) Negligence in the performance of duty or in the care or use of property.

(d) Falsifying any information supplied to the District, including, but not limited to, information supplied on application forms, employment records, or any other District records.

(e) Failure or inability to perform duties and responsibilities assigned to a unit member's position.

(f) Discourteous, offensive, or abusive conduct or language toward other unit members, pupils or the public.

(g) Dishonesty.

(h) Drinking alcoholic beverages on the job or reporting to work while under the influence of intoxicating liquor.

(i) Possession of or addiction to the use of any drugs or narcotics or any drug or narcotic offense as defined in Education Code Section 44011. Unauthorized use of narcotics; controlled substances, or habit-forming drugs; use of any medication or other substance as to cause detrimental effect on the employee's ability to perform the duties and responsibilities of his/her position. Violation of the District's alcohol and controlled substance policy and/or testing positive to alcohol or controlled substances under the provisions of said policy.

(j) Conviction of any crime involving moral turpitude.

(k) Conviction of a felony, conviction or arrest for any sex offense as defined in the Education Code, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction within the meaning of this section.

(l) Repeated or unexcused absence or tardiness or absence or repeated tardiness

without authority or sufficient reason.

(m) Unauthorized absenteeism and /or tardiness including abuse of illness and other leave provisions.

(n) Offering of anything of value or offering any service in exchange for special treatment in connection with the unit member's job or employment or the accepting of anything of value or any service in exchange for granting special treatment to another unit member or to any member of the public.

(o) Conduct which adversely affects the employee's ability to perform the duties and responsibilities of his/her position.

(p) Unauthorized entry, copying, possession, use or viewing of personnel or confidential files, documents, or information.

(q) Violation of the District's sexual harassment policy.

(r) Conviction of any crime involving moral turpitude or the use, possession, sale or transporting of any illegal, restricted, regulated, or controlled substance or drug, including, but not limited to marijuana or any of its derivatives or extracts.

(s) Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of this position.

(t) Consistent with applicable law, physical mental disability which precludes the employee from the proper performance of his/her duties and responsibilities, as determined by competent medical authority.

(u) For employees who drive a vehicle in the regular course of their employment: failure to satisfy the insurability requirement of the District's insurance carrier under the District's regular insurance policies. The District's ability to obtain insurance for the employee under a high risk or any policy other than the regular insurance policies does not mitigate this failure.

(v) Abandonment of Position.

(w) Revealing confidential information, including, but not limited to personnel and student records.

15.3 Abandonment:

A unit member shall be deemed to have abandoned his/her position if the unit member fails to show up for work and perform his/her duties for three (3) consecutive work days after the District mails notice to the unit member which informs the unit member that he/she will be deemed to have resigned from his/her employment with the District unless said unit member returns to work and performs his/her duties within five (5) work days from the date the letter is mailed. Said letter shall be mailed certified mail, return receipt requested to the last known address of the unit member. The unit member is responsible for providing the District with the correct address. If the unit member fails to show up for work and perform his/her duties within five (5) days after mailing of said notice, then the unit member shall be conclusively presumed to have abandoned his/her position and shall be deemed to have resigned from his/her employment.

15.4 Limitation of Time:

No disciplinary action shall be taken for any cause which arose prior to the unit member's becoming permanent, nor for any cause which arose more than two (2) year preceding the date of

the filing of the notice of cause unless such cause was concealed or disclosed by such unit

member when it could be reasonably assumed that the unit member should have disclosed the facts to the District, or unless such cause was one of two or more causes providing the basis for the disciplinary action or unless such cause was part of course of conduct extending more than two (2) years back in time.

15.5 Notice of potential Discipline:

Prior to sending the notice of proposed discipline referenced in Section 15.6, a notice of potential discipline shall be written in ordinary and concise language and served in person by registered or certified mail on the unit member. The notice shall include the items specified in Section 15.6 (a) through (c) and a description of the proposed type of discipline to be imposed. The employee may respond orally or in writing within five (5) working days of the date the notice of potential discipline is served upon the employee.

If after consideration of the oral or written response of the employee discipline is pursued, then the procedure described in Section 15.6 shall be followed.

15.6 Notice:

Prior to the imposition of discipline, a notice of disciplinary action shall be written in ordinary and concise language and served in person by registered or certified mail on the unit member. The notice shall indicate:

(a) The specific acts, omissions or reasons upon which the disciplinary action is based.

(b) A statement of the cause or causes for the disciplinary action.

(c) The specific rule or regulation, if any, of the District or Education Code the unit

member is alleged to have violated. Such rule or Regulation shall be set forth in said notice.

(d) The unit member's right to a hearing before the governing board.

(e) The deadline to request a hearing before the governing board.

(f) The date the discipline will be effective.

(g) A card or paper for the unit member to sign in order to deny the charges and request an appeal.

(h) Copies of any and all evidence or documents proposed to be used against the unit member.

15.7 Response:

The unit member shall have the right to respond in written form to the notice of disciplinary action provided said written response is personally delivered to the Superintendent or his designee at or prior to the hearing, if any is requested. The unit member shall have the right to be represented at all stages of the disciplinary action.

15.8 Requests for Hearing:

If the unit member requests a hearing, the Superintendent shall schedule the hearing. At the hearing, the superintendent, or his designee, shall present all the evidence on which the charges are based. The unit member shall have the right to respond either orally or in writing and present any documentary or oral testimony. The Governing Board shall consider the oral and documentary evidence introduced by the unit member and shall determine whether or not the proposed discipline shall be imposed as set forth in the notice of disciplinary action or modified or not imposed. If the Governing Board decides to impose the discipline, it shall, by personal service or by certified mail, return receipt requested, deliver to the unit member a notification of disciplinary action and set forth the date when such disciplinary action shall be effective. If as a result of the hearing the Governing Board does not sustain the charges against the unit member, the unit member shall receive full salary and benefits for the time the unit member was

suspended. If the unit member does not request a hearing, the discipline shall be imposed as set forth in the notice of disciplinary action.

15.9 Suspension Pending Dismissal: Notwithstanding any of the above, the District has the right after a pre-evidentiary meeting between the Superintendent and the unit member to suspend a unit member immediately, without pay, pending dismissal provided that all the above procedures are followed as soon as possible after the suspension commences and further provided that if the charges for which the basis of the disciplinary action are not sustained by the Governing Board, the unit member shall receive salary and benefits as determined by the Governing Board for all or any portion of the time the employee was suspended.

15.10 Rights of the Employee:

The employee shall be entitled to the following:

- (a) Be represented by counsel or any other person at such hearing;
- (b) Testify under oath;
- (c) Cross-examine all witnesses;
- (d) Present evidence;
- (e) Argue the case.

15.11 Evidence:

The hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to relying on in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper an admission of such evidence over objection in civil actions. The rules of privileges and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.

15.12 Report of Hearings:

Hearings may be conducted without a stenographic reporter or electronic recording machine unless the employee requests in writing, at least three (3) full business days before the day set for the hearing, that such hearing be reported or recorded and pay the cost or fee for such reporting or recording.

15.13 Transcripts of Hearing:

The cost of any transcript shall be borne by the party requesting the transcript. IF all parties wish to have transcripts, the cost shall be borne equally among the parties.

15.14 Any action in court or any other dispute resolution process shall be filed, it at all, within ninety (90) calendar days of the date of the Board of Trustees renders its decision if a hearing is requested under Section 15.8 or within ninety (90) calendar days of the date the discipline is imposed. If such action is not filed within said ninety (90) days then no action shall thereafter be filed and any attempt to file such action is null and void.

15.15 Termination of Probationary Classified Employees:

At any time prior to the expiration of the probationary period, the District may in its sole discretion dismiss a probationary unit member from the employment of the District without cause or hearing. A probationary unit member shall not be entitled to a hearing or any statement of reasons for such dismissal.

ARTICLE 16 EXTRA TRIP ASSIGNMENTS This Article was voted out of the contract by CSEA

~~Extra trip assignments shall be assigned by rotation according to the following procedures:~~

~~16.1 Rotation: Bus drivers shall be assigned extra trip assignments by seniority, i.e. the most senior driver shall be assigned first followed by the driver next in seniority and so on until all drivers have been assigned one field trip. Thereafter the process shall be completed until all field trips, as then approved by the District, have been assigned.~~

~~16.2 Time of assignment:~~

~~Extra trip assignments for the following month shall be made by the Superintendent or designee during the last working week of each month as follows: a list of extra trip assignments shall be prepared and next to each assignment shall be listed the name of the bus driver assigned to that trip, in order of seniority, as noted above. The list shall be then provided to the bus drivers.~~

~~16.3 Declining and reassignment:~~

~~Within two (2) working days of the day the bus drivers receive their assignments; a bus driver may decline to perform any extra trip assignment by returning a copy of the assignment list to the Superintendent indicating which trips the bus driver is declining. After receipt thereof Superintendent shall assign the trip to the other bus driver(s) in order of seniority. Said bus driver(s) may decline such assignments by returning the assignment list to the Superintendent within two (2) working days. If all bus drivers decline a trip then the Superintendent may make any transportation arrangement he desires for the trip including but not limited to assigning work to a non-bargaining unit member or contracting out said work. In lieu thereof the Superintendent may require a bus driver to drive the extra trip assignment pursuant to the provisions of Section 8.6 "Call Back Time."~~

~~16.4 Stand by time: bus drivers shall be paid their regular (or overtime) rate of pay during stand by time, i.e. non-driving time during extra trip assignments.~~

~~16.5 Miscellaneous: If a field trip is approved by the District after the assignments are made for a month and before the end of the month when the next month's assignments will be made, the Superintendent shall assign the trip to the next driver, in order of seniority as if it were a regularly assigned extra trip assigned at the end of the month. If the last extra trip assignment were made to the most senior driver then the next most senior driver would be assigned said new field trip. The rotation of seniority for field trips shall be maintained throughout the school year and, effective for the first field trip of the subsequent year, the most senior driver shall be assigned the first field trip even if it were not his or her turn for said assignment. In other words, seniority of assignment of field trips continues to rotate through all bus drivers throughout a school year and is only started over~~

~~with the most senior driver for the first field trip of a subsequent school year. In the event of an emergency the Superintendent or designee may assign the extra trip assignment to any bus driver and if none are available or it all decline the trip then they make other arrangements for transportation or exercise the right to call back a bus driver pursuant to the provisions of Section~~

~~8.6. An emergency for the purposes of this section arises when the Superintendent or designee determines that a bus driver is needed to commence an extra trip assignment beginning within two hours. An emergency may arise due to the late approval of a field trip, illness of a driver or otherwise.~~

ARTICLE 17 GRIEVANCE PROCEDURE

17.1 Definitions:

17 .1.1 A "grievance" is a formal written allegation by the grievant that the grievant has been adversely affected by a violation or misapplication of a specific provision of this agreement.

17 .1.2 A "grievant" is a unit member or the Association.

17 .1.3 A "day" is a day when the District office is open for business including over the summer months.

17.2 Informal Level:

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the District.

17.3 Formal Level:

17.3.1 Level 1:

17.3.1.1 Within thirty (30) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present the grievance in writing on the appropriate form to the Superintendent.

17.3.1.2 This statement shall be clear, concise statement of the grievance, the circumstances involved, the specific contract provision alleged to have been violated, the decision rendered at the informal conference, the specific remedy

sought, and the names of all persons or witnesses having knowledge or believed to have knowledge of the facts.

17.3.1.3 The Superintendent shall communicate the decision to the grievant in writing within ten (10) days after receiving the grievance. If the Superintendent does not respond within the said ten (10) days, the grievance shall be deemed denied and the grievant may appeal to the next level.

17.3.2 Optional Mediation

17.3.2.1 In the event that the grievant is not satisfied with the decision of the Superintendent, either the Association or the District may request that the grievance be submitted to mediation. The grievance shall only be submitted to mediation if the District and the Association jointly agree to mediation. A request for mediation must be made in writing by either the District or the Association to the other party within ten (10) days after the Superintendent renders his decision or does not respond as referenced in the prior paragraph. Upon receipt of a request for mediation the receiving party shall notify the requesting party of its rejection or acceptance of the proposal for mediation, within five (5) days of the receipt of the request for mediation. If the receiving party does not respond then the request for mediation is deemed denied. Mediation is not required and the time limit for requesting mediation runs concurrently with the time limit for submission of the grievance to Level II. If the District and the Association agree to mediate the grievance then they shall jointly submit a request to the California State Mediation and Conciliation Services requesting the services of a mediator. Mediation shall only be permitted if there is no cost to either the District or the Association for the services of the mediator. If the parties agree to mediation then during the pendency of the mediation process the time limit for submission of the grievance to Level II shall be stayed until five (5) days after the date of the mediation, if the mediation is not successful in resolving the grievance.

17.3.3 Level II:

17.3.3.1 In the event the grievant is not satisfied with the decision at level 1, (and in the event the parties do not jointly agree to mediation) the grievant may appeal the decision in writing within five (5) days to the Governing Board. If the grievance is submitted to mediation and is not satisfactorily resolved at mediation then the grievant may appeal the decision at Level I within five (5) days of the conclusion of the mediation.

17.3 .3 .2 The Board alone has the power to render a final and binding determination of a grievance.

17.4 General Provisions:

17.4.1 Either party to a grievance, at any level/step, any have one (1) representative present during the proceeding.

17.4.2 During the pendency of any proceeding, and until a final determination has been reached, all proceedings shall be private, and any preliminary disposition shall not be made public without the written agreement of all parties.

17.4.3 If a grievance is not appealed within the time limit specified, it shall be deemed dropped.

17.4.4 Time limits set forth in these procedures may be modified by written agreement of the parties involved.

17.4.5 If the same complaint or substantially the same complaint is made by more than one

(1) unit member, only one (1) unit member, on behalf of the unit member and other complainants, may process the grievance or complaint through the grievance procedure. Names of all aggrieved parties shall appear on all documents related to the processing of the grievance.

17.4.6 The filing of a grievance shall in no way interfere with the right of the District to proceed in carrying out its management responsibilities, subject to the final determination of the grievance. In the event the alleged grievance involves an order, requirement, or other directive, the grievant shall fulfill or carry out such order, requirement, or other directive pending the final determination of the grievance.

17.5 Nothing contained herein will be construed as limiting the right of any grievant to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted.

17.6 Either party may request a personal conference at any time during the processing of the grievance.

ARTICLE 18 EMERGENCY PROVISION

The District retains its rights to amend, modify or rescind policies, practices and provisions referred to herein in this Agreement in the event of an emergency. An "emergency" is defined as a natural or man-made disaster, act of God, war, fire, or other serious occurrence beyond the control of the District which interferes with the normal operations of the District.

ARTICLE 19 SAVINGS PROVISIONS

19 .1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, 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.

19.2 In the event a provision of this Agreement is so held contrary to law, the parties, upon the written request of one party shall meet and negotiate concerning a possible, mutually satisfactory replacement for such provision. Such written notice must be

provided to the other party within ten (10) business days of knowledge of such court rulings.

19 .3 If any of the benefits provided to unit members under this agreement are increased or expanded by new legislation, rules or regulations then either party may request to negotiate the impact of the same.

ARTICLE 20 EFFECT OF AGREEMENT

It is understood and agreed that specific provisions contained in this Agreement shall prevail over District practices and procedures to the extent permitted by state law and that in the absence of specific provisions in the Agreement such practices and procedures are discretionary.

ARTICLE 21 COMPLETION OF MEETING AND NEGOTIATING

Subject to the provisions of Article 22, Term, during the term of this Agreement, the Association and the District expressly waive and relinquish the right to meet and negotiate, and agree that neither the Association nor the District shall not be obligated to meet and negotiate with respect to any subject or matter contained in this Agreement.

ARTICLE 22 TERM

22.1 This agreement shall remain in full force and effect from July 1, 2020, up through and including June 30, 2023.

22.2 During the term of this Agreement the parties may, by mutual agreement, meet and negotiate concerning any item within the scope of representation.

22.3 On or before March 15, 2021 for the 2021-22 school year and on or before March 15, 2022 for the 2022-23 school year either party may reopen negotiations are Article 5, Compensation and two other articles or subjects within the scope of negotiation by providing written notice to the other party by March 15 as noted above.

23.4 On or before March 15, 2023 either party may reopen negotiations for a successor comprehensive collective bargaining agreement to succeed this agreement by delivering to the other party by March 15, 2023 a written notice of intent to reopen negotiations and a specific proposal containing language to be negotiated.