

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**  
**MORAGA CHAPTER 403 AGREEMENT**

**July 1, 2021 through June 30, 2024**

**Ratified: March 29, 2024**



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## **ARTICLE 1. AGREEMENT**

This agreement, hereinafter referred to as the "Agreement," is entered into by and between the Moraga School District, hereinafter referred to as the "District," and the California School Employees Association and its Moraga Chapter #403, hereinafter referred to as the "Chapter."

## **ARTICLE 2. RECOGNITION**

California School Employees Association (CSEA) and its Moraga Chapter #403 is hereby recognized as the sole and exclusive bargaining agent for the Classified bargaining unit which is comprised of the following classifications:

- Behaviorist
- Childcare Aide
- Childcare Leader
- Crossing Guard
- Custodian I
- Custodian II
- General Maintenance I
- General Maintenance II
- Information Technology Network Manager
- Information Technology Support Technician
- Instructional Assistant-Classroom
- Instructional Assistant - Intensive
- Instructional Assistant - Learning Center
- Library Media Specialist
- Occupational Therapist
- Literacy Tutor
- School Site Administrative Assistant
- Site Technology Coordinator
- Speech and Language Pathologist - Assistant
- Student Support Assistant
- Textbook Coordinator
- Wellness Intake Specialist
- Writing Tutor
- Yard Duty

and excludes:

- Accountant
- Administrative Assistant to Superintendent
- Chief Business Official
- Childcare Accountant
- Payroll Technician
- Personnel Technician
- Staff Assistant
- Staff Secretary/Receptionist

## **Approved and Adopted CSEA Job Descriptions by Family**

### Child Care Family

Child Care Aide

Child Care Leader

### Clerical Family

School Site Administrative Assistant

Textbook Coordinator

### Information Technology Family

Information Technology Support Technician

Information Technology Network Manager

Site Tech Coordinator

### Instructional Support Family

Behaviorist

Crossing Guard

Instructional Assistant – Classroom

Instructional Assistant – Intensive

Instructional Assistant – Learning Center

Library Media Specialist

Occupational Therapist

Literacy Tutor

Site Technology Coordinator

Speech and Language Pathologist – Assistant

Student Support Assistant

Writing Tutor

Yard Duty

### Maintenance and Operations Family

Custodian I

Custodian II

General Maintenance I

General Maintenance II



### **ARTICLE 3. ORGANIZATIONAL SECURITY**

The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.

The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain their approval on behalf of the union before processing any revocation request.

The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.

There shall be no charge by the employer to CSEA for deductions.

The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic yearly renewal, unless the worker drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database.

#### **Section 3.01 Membership Information**

The District shall take all reasonable steps to safeguard the privacy of the CSEA members' personal information, including but not limited to members' Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.

The District shall reject all Public Records Act requests from outsiders for work email addresses for bargaining unit members unless there is a court decision directing public agencies to release this information.

The District shall use its best efforts to filter out outsiders' emails to work email addresses soliciting against union membership. District shall only post on the public portion of its website work email addresses for employees whom the public needs to contact.

#### **Section 3.02 Hold Harmless Provision**

CSEA shall defend and indemnify the District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.

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

## **ARTICLE 4. EVALUATION PROCEDURE AND PERSONNEL FILES**

### **Section 4.01 Evaluation by Supervisor**

All classified employees are to be evaluated by their immediate supervisor. The focus of the employee evaluation process includes but is not limited:

- (a) To provide a means of evaluating each employee's performance in the specific context of his job.
- (b) To determine individual needs for improvement and development.
- (c) To secure continuing communication of individual needs between the supervisor and employee.
- (d) To provide documentation for a change in job status.

The parties will mutually develop an evaluation form. (See Appendix F)

The following procedures shall be utilized with regard to the employees covered by this agreement.

### **Section 4.02 Probationary Employee Evaluations**

- (a) Employees assigned to regular positions on a probationary basis are to be evaluated prior to the close of the third month of service, prior to the close of the sixth month of service and prior to the end of the probationary period (sixth month).
- (b) The rating forms shall be completed, reviewed with the employee and signed by the employee's immediate supervisor.
- (c) The rating shall contain an appraisal of the employee's performance and, as appropriate, commendations and/or specific suggestions for the improvement of the employee's performance.
- (d) The employee shall receive a written copy of the performance rating forms described herein at a personal conference conducted by the evaluator and, after said review of the evaluation, the employee shall sign the evaluation. (Such signature will not indicate that they agree with the report.) The employee may attach a written response within five (5) days to the performance evaluation. Such written response by the employee shall be reviewed by the Superintendent or his designee prior to placement in the employee's personnel file.
- (e) The evaluator's judgment and recommendations contained in the evaluation appraisals described herein shall not be subject to the Grievance Procedure contained in this Agreement.

### **Section 4.03 Permanent Employee Evaluations**

- (a) Regular permanent classified employees shall receive at least one (1) formal written performance rating evaluation. These evaluations will be completed annually on "hire date." A permanent employee may be evaluated by their immediate supervisor at any

other time if exemplary service is performed. Unsatisfactory service must be evaluated by the immediate supervisor within a reasonable length of time after such unsatisfactory service is performed.

- (b) Employees who are promoted shall be evaluated at least once during the first six (6) months of the probationary period in the new position.
- (c) The rating forms shall be completed, reviewed with the employee and signed by the employee's immediate supervisor.
- (d) The rating shall contain an appraisal of the employee's performance and, as appropriate, commendations and/or specific suggestions for the improvement of the employee's performance.
- (e) The employee shall receive a written copy of the performance rating forms described herein at a personal conference conducted by the evaluator and, after said review of the evaluation, the employee shall sign the evaluation. (Such signature will not indicate that they agree with the report.) The employee may attach a written response within five (5) days to the performance evaluation. Such written response by the employee shall be reviewed by the Superintendent or his designee prior to placement in the employee's personnel file.
- (f) The evaluator's judgment and recommendations contained in the evaluation appraisals described herein shall not be subject to the Grievance Procedure contained in this Agreement.

#### **Section 4.04 Personnel Files**

- (a) Employees shall be provided with a copy of any derogatory written material at least ten (10) days prior to its placement in the personnel file. At such time the employee shall have the opportunity to review such material prior to its placement in the personnel file. Such a review shall take place during normal business hours and the employee shall be released from duty for this purpose without salary reduction.
- (b) An employee shall have the right at the convenience of the District to examine and/or obtain one copy of any material from the employee's personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the employee involved. The materials reviewed shall remain with the file.
- (c) Any person who places written material or drafts written material for placement in an employee's file shall sign and date the material. Any written materials placed in a personnel file shall indicate the date of such placement.
- (d) Access to evaluation material shall be limited to the members of the District administration or their authorized agent.

## **ARTICLE 5. RIGHTS**

### **Section 5.01 District Rights**

The exercise of powers, rights, authorities, duties and responsibilities, the adoption of policies, rules and regulations, and the use of judgment and discretion by the District administration, its Governing Board and its designees shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific express terms are in conformance with the laws of the State of California. Further, the District, its Governing Board and its Designees, retain all of their power and authority to take action on any matter in the event of an emergency.

The management of the District and direction of the work force is vested exclusively in the District and the District shall continue to have all rights to direct the work force, including the right to hire, promote, suspend, discipline or discharge for proper cause; the right to relieve employees from duty because of lack of work or other legitimate reasons; or the right to require overtime when it is necessary for the operation of the District.

### **Section 5.02 Chapter Rights**

The Chapter shall have the right to meet with unit members at school sites at a time and place authorized by the District. Use of District facilities shall be made available provided such meetings do not interfere with school programs and/or duties of District employees.

Organizational representatives shall have reasonable access to all school buildings during lunch or before and after school to discuss organizational business with all employees, provided it does not interfere with the educational program or normal operation of the school or district. It shall be the responsibility of the organizational representative to inform the building principal or, in his absence, the office secretary when on-site visits are made.

Upon request the District will provide meeting facilities for the Chapter provided such facilities are available. It is agreed the Chapter shall pay any fees for any additional expenses incurred by the District related to the Chapter's use of facilities for utilities, security, cleanup or any unusual wear or damage.

The Chapter shall have use of school mailboxes and bulletin board space, electronic, and other forms of communication as designated by the District subject to reasonable times subject to the rights guaranteed under the Educational Employment Relations Act. All posted material and items placed in the school mailboxes shall contain the date of posting or distribution and the identification of the organization Chapter.

The Chapter shall have the right to be supplied with a complete "hire date" seniority roster of all bargaining unit employees of the effective date of this Agreement and annually thereafter. The roster shall indicate the employee's present classification and primary job site.

The Chapter shall have the right to review at all reasonable times any public material in the possession of or produced by the District reasonably necessary for CSEA to fulfill its role as the exclusive bargaining representative.

The Chapter shall have the right to release time not to exceed a total of five (5) days per year for an employee who is a State officer or Chapter delegate to CSEA Annual Conference to attend said meetings or conferences at no expense to the District other than the cost of release time. In the event there is more than one officer or delegate, the combined total number of days allotted for this purpose shall not exceed five (5) days.

Employees shall be allowed to attend organizational meetings during their work time provided that such meeting is held at least thirty (30) minutes after conclusion of the standard instructional day. This allowance shall be limited to one meeting per month, and the time absent from duty must be made up during the same work day.

### **Section 5.03 Distribution of Agreement**

Within thirty (30) days after the execution of this Agreement, the District shall post the Agreement on the District website, notify CSEA members the Agreement is on the website, and provide hard copies as requested.

### **Section 5.04 New Employee Orientation and District Notice to CSEA of New Hires**

- (a) Provide CSEA With Notice of New Hires: The District shall provide the CSEA Labor Relations Representative and CSEA designee notice of any newly hired employee, within ten (10) days of date of hire, via electronic mail. The notice shall include full legal name, date of hire, email address, classification and site. Definition of a Newly Hired Employee: "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this agreement only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA unit.
- (b) Employee Information. Provide CSEA With New Hire Contact Information: On the last workday of each month, the District shall provide to CSEA, via a mutually agreeable secure FTP site of service, the name and contact information of the new hires. This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District. The information shall be provided electronically via a mutually agreeable secure FTP format and shall include the following items, with each field in its own column:

- First Name
- Middle initial
- Last Name
- Suffix (e.g. Jr., III)
- Job Title
- Department
- Primary worksite name
- Work telephone number
- Work Extension
- Home Street address (incl. apartment #)
- City
- State
- ZIP Code (5 or 9 digits)
- Home Telephone number (10 digits)
- Personal cellular telephone number (10 digits)
- Personal email address of the employee
- Last four numbers of the social security number
- Birth Date
- Employee ID
- CalPERS status ("Y if in CalPERS: "N: if not in CalPERS)
- Hire date

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

(c) Provide CSEA With Periodic Update of Unit Member Contact Information: The District shall provide CSEA, via a mutually agreeable secure FTP site or service, all bargaining unit member names and contact information on the last working day of September, January, and May. The employee information required to be submitted shall include all the information described above in section 2(a) of this agreement.

(d) New Employee Orientation

- i. Definition of New Employee Orientation: "New employee orientation" means the onboarding process of a newly hired public employee. Whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- ii. Provide CSEA with Access to New Employee Orientations: The District shall provide CSEA mandatory access to its new employee orientations, CSEA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.

- iii. Group Orientations: In the event the District conducts a group orientation, CSEA shall have a minimum of one (1) hour, including travel time, of paid release time for two (2) CSEA representatives to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.
- iv. Individual Orientations: In the event the District conducts one-on-one orientations with new employees, CSEA shall have a minimum of sixty (60) minutes of paid release time, including travel, for one (1) CSEA representative to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.
- v. The orientation session shall be held on District property during the workday of the employee(s) who shall be on paid time or on a date and time to be mutually agreed to by the Chapter and CSEA.
- vi. Unless invited, no District manager or supervisor or non-unit employee shall be present at CSEA orientation sessions.
- vii. New Hire Information Packet: The District shall include the CSEA membership application and a link for an electronic application in the new employee orientation packet.

## **Section 5.05 Grievance and Arbitration Procedure**

Any alleged violation, misinterpretation, or misapplication of the terms of this Agreement shall be subject to the grievance provisions of Article 15 Grievance Procedure of the Collective Bargaining Agreement, except as follows:

- (a) Definition of a "Grievant:" For the purposes of this Agreement, the "Grievant" shall only be CSEA and its Chapter 403. No single employee or group of employees may grieve this agreement, unless they are an authorized representative of CSEA and its Chapter 403 and grieving on behalf of the union. This provision shall supersede article 15 of the collective bargaining agreement.
- (b) Expedited Grievance Procedure
  - i. Step 1: For the purposes of this Agreement, the grievance shall commence at the formal step 3 of Article 15.
  - ii. Step 2: If CSEA is not satisfied with the decision rendered at Step 3, the grievance shall be resolved in expedited, final and binding arbitration before

a mutually agreed upon arbitrator. If the parties cannot mutually agree on an arbitrator, the parties will obtain a list of seven (7) arbitrators from State Mediation and Conciliation Service and strike names alternatively until only one name remains. The arbitration shall be held within thirty (30) days of the grievance filing or such other period as it is mutually agreed upon.



## **ARTICLE 6. HOURS AND OVERTIME**

### **Section 6.01 Workweek**

The workweek shall consist of five (5) consecutive days of eight (8) hours each in a calendar week, Sunday through Saturday. Employees shall receive two (2) two days off in each calendar week.

### **Section 6.02 Workday**

The length of the workday shall be designated by the District for each classified position in accordance with the provisions set forth in this Agreement. Each employee shall be assigned a fixed, regular, minimum number of hours in accordance with the needs of the District. On an annual basis, all unit members shall be provided a copy of their work year schedule that will detail number of scheduled hours by week and workdays for the particular assignment.

### **Section 6.03 Work Year**

The District and CSEA shall negotiate a work calendar each year that covers all bargaining unit classifications which shall establish work days, training days, recesses, and non- student days for each classification. It shall also identify the specific dates and holidays that shall be observed. Within this process, each classification shall have established the first and last day of the work year (if less than 12-month positions) and the number of work days for the classification. (See Appendix C for Work Year Chart by Classification)

In any year where the work year (July 1-June 30) consists of more than 260 possible workdays for twelve month employees, the work calendar for those employees shall be modified so that their total workdays is only 260 days. Any additional day(s) shall be considered non-work days. The agreed non-work day is the Wednesday before Thanksgiving for a work year that is 261 days. The agreed non-work day is the Wednesday before Thanksgiving and the first day of Spring Break for a work year that is 262 days.

### **Section 6.04 Adjustment of Assigned Time/Increase in Basic Hours**

A classified employee who is required by their supervisor to work an average of thirty (30) minutes or more per day in excess of the regular workday, assigned in accordance with the paragraph above for a period of twenty (20) consecutive working days, shall have the regular assignment adjusted upward to reflect the longer hours effective with the next pay period.

When an increase in basic hours has been authorized, the additional hours shall be first offered to the individuals in that classification at the site whose schedule will accommodate the designated hours in descending order of seniority. If no individual at that site elects to pick up the additional hours, the hours shall be posted pursuant to the agreement.

### **Section 6.05 Lunch Periods**

Full-time employees are entitled to an uninterrupted lunch period of a minimum of thirty (30) minutes to be taken after the employee has been on duty approximately four (4) hours. Exact scheduling of the lunch period shall be determined by the District. An employee required to work during the regularly scheduled lunch period shall be entitled to a full lunch period at an earlier or later time.

Part-time unit members may arrange with their immediate supervisor for an unpaid, duty-free lunch period.

The District does not provide an employee's transportation to and/or from work sites and local restaurants or to the Maintenance Office.

### **Section 6.06 Rest Periods**

Full-time employees shall be allotted two (2) rest periods per day not to exceed fifteen (15) minutes each. Part-time employees working over 3.5 hours per day, are allotted one paid rest period not exceed (15) minutes. Employees should work with their immediate supervisors to establish when their rest periods are to be taken.

In line with operational requirements, one rest period shall be taken during the first half of the employees' shift and the second rest period will be taken during the second half of the employee's shift. Rest periods shall not be utilized to shorten the workday and shall not accumulate from day to day. A specified rest period may be rescheduled when the operations of the District require someone to be present.

Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.

### **Section 6.07 Overtime**

Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee for all work required by the District. Overtime is defined as any time required to be worked in excess of eight (8) hours in any one day, in excess of forty (40) hours in any one week, on the sixth or seventh day in any one calendar week where an employee's assignment has averaged four (4) hours or more during the previous five (5) consecutive days.

All overtime must have prior authorization by the employee's immediate supervisor. Employee is subject to disciplinary action if prior authorization is not obtained. Hours in excess of eight (8) hours in any day are overtime whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

Overtime will be distributed as equally as possible among those employees who are qualified to do the work. When overtime is necessitated, the District shall first request volunteers who wish to work the overtime. If there are no volunteers, the overtime will be assigned by seniority in the classification needed to perform the work.

#### **Section 6.08 Compensatory Time Off**

Prior to an overtime assignment, the District will inform the employee that overtime will be compensated in cash or time. The District shall have the option to elect to grant compensatory time off in lieu of cash compensation for overtime work. Compensatory time shall be taken at a time mutually acceptable to the employee and the District within (12) months of the date on which it was earned. Employees shall not accumulate over ten (10) days or 80 hours of compensatory in any 12-month period.

#### **Section 6.09 Shift Differentials**

Any employee whose assigned work shift commences between 2:00 p.m. and 5:00 a.m. the following day shall receive a shift differential in the form of an assigned shift of seven and one-half (7-1/2) hours for which they shall be paid for eight (8) hours at the regular rate.

#### **Section 6.10 Overtime for Employees Receiving a Reduction in Hours as Shift Differential**

An employee whose shift differential consists of a reduction in assigned hours shall be paid at the appropriate overtime rate in accordance with the above for all hours required to be worked in excess of thirty-seven and one-half (37-1/2) hours in any one calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

#### **Section 6.11 Minimum Call-in Time**

Any employee called to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.

#### **Section 6.12 Call-back Time**

Any employee called back to work after having returned home or called back for a nonscheduled work day shall be compensated for a least three (3) hours of work at the overtime rate.

### **Section 6.13 Hours Worked**

For the purpose of computing the number of hours worked, all time during which an employee is in paid status shall be construed as hours worked.

If the services of a regular classified employee are required during July and August, the compensation for that employee shall be the same as for their regular work year. However, if an employee requests to work in the job at a lower or higher level, the employee shall be paid at the normal rate for that particular job level.

### **Section 6.14 Professional Development Days**

Classified bargaining unit members shall be offered professional development opportunities. CSEA and MSD agree that professional development opportunities that support and engage staff meaningfully are important to employees' growth and success for our school communities. Meaningful professional development is job embedded, collaborative, and ongoing. Job embedded means that classifications have ongoing opportunities to collaborate with joblike peers. When the professional development program is outside regular work hours that classified bargaining unit member will be paid at their regular rate of pay per their highest classification. There is no additional pay when professional development programs are offered during the classified bargaining unit member's regular work day. Classified bargaining unit members will receive at least a two week notification of professional development training dates and times.

### **Section 6.15 Communication for Classified Staff**

Both parties agree that fostering an inclusive and equitable culture across all District staff is important, and that all employees should be regularly updated about important information related to the workplace. The District will encourage school principals and department managers to provide classified staff with ongoing communication related to school events, updates, training, and specific job information. This could be in the form of, but not limited to, weekly or monthly newsletters, weekly or monthly email communications, all-staff meetings, or access to internal staff websites.

## **ARTICLE 7. PAY AND ALLOWANCES**

Each range shall have five steps with at least five (5) % between each step. The Classification Range Chart shall list each classification in the bargaining unit and its salary range.

### **Section 7.01 Rate of Pay**

- (a) The regular rate of pay for each employee shall be in accordance as described in Appendix A.
- (b) The District will make retroactive adjustments for employees who have severed employment with the District, unless the adjustment is for an amount of five (5) or less dollars.
- (c) Less than 12-month employee pay plan: The monthly salary rate for less than 12-month employees will be based on the actual workdays, plus holidays, times the number of hours worked per day; the total annual hours are then multiplied by the hourly rate on the salary schedule and then divided by the number of work months to determine the monthly rate.
- (d) 12-month pay plan: The monthly rates for 12-month positions are calculated by multiplying the employee's hourly rate from the salary schedule by 173.333. The annual rate is determined by multiplying the employee's hourly rate by 2080 (173.333 x 12 months).
- (e) In the event an employee experiences a change in salary entitlement and has received compensation that exceeds entitlement, they will be required to reimburse the District for the overpayment.
- (f) When an employee is promoted to a higher classification they will be placed on a step of no less than a 5% pay increase.

### **Section 7.02 Step Increase**

Permanent employee step increases will take place annually on July 1. A step increase requires at least six months of employment.

All employees shall retain their hire date as their anniversary date for seniority, longevity and vacation increments. Hire date refers to hire date as a permanent employee. Permanent employees retain their longevity pay.

### **Section 7.03 Longevity Increments**

Longevity increments will be calculated and implemented July 1 of each calendar year, beginning July 1, 2024 per the longevity section in Appendix A, for all pay excluding stipends. A new employee must work for 12 months before being eligible for the longevity calculation.

#### **Section 7.04 Out of Class Pay**

Any employee temporarily transferred to a lower classification or working in the same class shall continue to receive their current rate of pay. An employee may be required to perform duties in a higher classification that are inconsistent with those duties assigned to the position by the Governing Board for a period of more than five working days provided that their salary is adjusted upwards for the entire period that the employee is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside the employee's normally assigned duties. (Reference Education Code 45110)

#### **Section 7.05 Experience Wage Credit**

Upon initial employment, a new employee who has direct applicable experience for their position may receive credit of one year for each year of applicable experience up to a maximum of two years. Current employees promoting to a new classification who have direct applicable experience for their position may receive credit of one year for each year of applicable experience.

#### **Section 7.06 Mileage**

Any employee requested to use their vehicle on District business shall be reimbursed at the mileage allowance rate established by the Internal Revenue Service for all miles required to be driven on behalf of the District.

#### **Section 7.07 Meals**

Any employee who, as a result of a work assignment, must have meals away from the District shall be reimbursed at current district meal reimbursement levels.

#### **Section 7.08 Lodging**

Any employee who, as a result of a work assignment, must be lodged away from home overnight shall be reimbursed by the District at current District lodging reimbursement levels. Where possible, the District shall provide advance funds to the employee for such lodging.

#### **Section 7.09 Stipends and Extra Duty Compensation**

##### **Presentation Compensation:**

Chapter members invited by a supervisor and agreeing to present at a workshop, staff development, or training will be compensated accordingly for preparation and presentation:

(a) Length of presentation and compensation:

i.	1 to 1.9 hours	\$100
ii.	2 to 3.9 hours	\$200
iii.	4 to 6.0 hours	\$400

**Co-Curricular Stipends:**

i.	Overnight Field Trips	\$100
ii.	Environmental Coordinator	\$700/yr*

\*This stipend is solely contingent upon donated funds being available for these purposes.

**Cell phone Stipends (\$900/year):**

Full-time General Maintenance I, General Maintenance II, Information Technology Network Manager and School Site Administrative Assistant will be compensated in their monthly paycheck.

Positions within the Information Technology Family will receive a prorated cell phone allowance.

## **ARTICLE 8. PROFESSIONAL GROWTH**

### **Section 8.01 Eligibility**

Permanent classified employees shall be eligible to receive a professional growth increment. Employees on leave of absence shall not be eligible to earn professional growth credit.

### **Section 8.02 Increment**

A professional growth increment shall be the equivalent of 5% of the employee's salary. A professional growth increment may be earned upon completion of 15 units of District approved course work which is demonstrably related to the employee's job responsibilities.

The employee shall receive the professional growth increment in the pay period immediately following verification of completion of the 15 units as outlined in this article.

### **Section 8.03 Eligible Course Work**

All course work to be applied toward earning a professional growth increment must be approved in advance by the District and must be demonstrably related to the employee's job responsibilities. Eligible courses include:

- (a) Course work at an accredited community college, college or university.
- (b) Adult school or continuing education courses at an accredited community college, college or university or offered through a California public school adult education program.
- (c) Seminars or workshops offered by an accredited educational institution.
- (d) Trade school courses offered by a licensed and/or accredited institution.
- (e) Courses approved by the employee's supervisor.

Professional growth credit shall not be granted for in-service training, on the job training or any other training provided during regular working hours at District expense.

### **Section 8.04 Credit for Course Work**

Course work must be satisfactorily completed in order to be credited toward a professional growth increment. Unit credit will be granted as follows:

- (a) Course work completed shall be credited toward professional growth based upon the number of units assigned to the class by the educational institution. Units shall be determined on a semester basis. Course work taken on a quarter basis shall be converted to semester units. A grade of C or better (or a passing grade in courses which do not assign letter grades) must be earned for course work to be eligible



toward professional growth credit. All other course work shall be granted unit credit based upon one unit of credit for each 18 hours of course work.

Employees must provide verification that the course (seminar, etc.) was satisfactorily completed.

### **Section 8.05 Procedure**

Employees who wish to pursue course work and receive credit shall apply for District approval as follows:

- (a) The employee shall submit a Request for Professional Development Approval form (see Appendix E) to their first line management supervisor in advance of the course, and a written request for approval of course work for professional growth. The supervisor shall recommend approval or denial of the request subject to approval by the Business Manager and the CSEA president.
- (b) The written request will specify:
  - i. The name of the course
  - ii. The institution offering the course
  - iii. The schedule of course work
  - iv. A description of the course
  - v. A statement of how the course relates to the employee's job responsibilities and how the skills and/or knowledge gained from the course will benefit the District.
  - vi. Written requests for approval of course work submitted less than ten working days prior to the beginning of the course shall not be considered for approval. This time line may be waived where extenuating circumstances are demonstrated.
  - vii. Within 90 days of completing course work, the employee shall verify to the District satisfactory completion of the course as specified above.

### **Section 8.06 Limitation on Professional Growth Increments**

- (a) At least three years must elapse between awards of professional growth increments.
- (b) Employees shall be eligible for a maximum of three professional growth increments.

## ARTICLE 9. HEALTH AND WELFARE BENEFITS

### Section 9.01 Eligibility

Eligibility							
Hire Date	Minimum # of hours required to work/week	FTE	Medical	Dental	Vision	Life Insurance	No Eligibility
	40.00	1.00	X	X	X	X	
January 1, 2015 or AFTER	30.00	0.75	X	no	no	X	<30 hrs/week
July 1, 2009 or AFTER	32.00	0.80	X	X Mandatory	X Mandatory (Non Kaiser)	X	<32 hrs/week
Effective March 1, 2023	24.00	0.60	no	X	X	no	<24 hrs/week

### Section 9.02 Health & Welfare Employer Contribution Calculation

- (a) The District shall pay 60% of any increase in the Kaiser \$5 Co-pay plan per tier and the eligible bargaining unit member shall pay 40% of any increase in the Kaiser \$5 Co-pay plan per tier. In the event that the Kaiser \$5 Co-pay premium decreases in any given year, the Employer's Contribution will remain the same as previous year.
- (b) Eligible bargaining unit members choosing a plan with a premium higher than the Kaiser \$5 Co-pay plan will be responsible for the full amount of the increase in their plan's premium.
- (c) Dental and vision is mandatory for full time (40 hour/week) employees. d) For employees working 24 hours or more, dental and vision is optional. Employees must fill out the opt-out form to decline dental and vision coverage. Employees can opt out of dental/vision at any time. However, to opt back in they need a qualifying life event. On years ending with zero ("0") and five ("5"), (e.g. 2025, 2030), employees can opt back in without a qualifying life event.

**EFFECTIVE January 1, 2021-December 31, 2021:**

Kaiser rates increased 1.36% from 2020

	Kaiser Medical Health Care Premiums 01/01/21-12/31/21	Employer Contribution (60% of increased cost of premiums)	Employee Contribution (40% of increased cost of premiums)	Employer Contribution		EE OOP Change
				MTA	CSEA	
Single	\$ 955.62	\$ 779.35	\$ 163.43	\$ 779.35	\$ 779.35	\$ -
Two Party	\$ 1,911.22	\$ 1,558.68	\$ 326.86	\$ 1,558.68	\$ 1,558.68	\$ -
Family	\$ 2,704.38	\$ 2,205.56	\$ 462.48	\$ 2,205.56	\$ 2,205.56	\$ -

**EFFECTIVE January 1, 2022-December 31, 2022:**

Kaiser rates were NOT increased in 2022:

	Kaiser Medical Health Care Premiums 01/01/22-12/31/22	Employer Contribution (same as 2021)	Employee Contribution (same as 2021)	Employer Contribution		EE OOP Change
				MTA	CSEA	
Single	\$ 955.62	\$ 779.35	\$ 163.43	\$ 779.35	\$ 779.35	\$ -
Two Party	\$ 1,911.22	\$ 1,558.68	\$ 326.86	\$ 1,558.68	\$ 1,558.68	\$ -
Family	\$ 2,704.38	\$ 2,205.56	\$ 462.48	\$ 2,205.56	\$ 2,205.56	\$ -

### **Section 9.03 Life Insurance**

The District shall provide a \$40,000 life insurance plan for eligible bargaining unit members. Eligible bargaining unit members shall include those who work 30 hours (0.75 FTE) or more per week.

### **Section 9.04 State Disability Insurance**

The District facilitates participation in employee-paid State Disability Insurance for bargaining unit members who work 20 hours (0.50 FTE) or more per week through payroll deduction.

### **Section 9.05 Domestic Partner Coverage**

The District shall provide benefits offered under this article to eligible domestic partners to the same extent that such benefits are offered to spouses. To establish eligibility, the employee shall submit a copy of their domestic partner certificate showing registration with the California Secretary of State. The employee shall notify the district within 30 days of termination of the domestic partnership to allow the District to modify benefit coverage. Benefits offered under this section are subject to applicable state and federal law, and the District shall not be responsible for the tax treatment or any other legal consequences that may occur as a result of providing domestic partner benefits.

## **ARTICLE 10. HOLIDAYS**

All regular employees are entitled to payment for authorized holidays provided they were in a paid status during any portion of the workday immediately preceding and following the holiday, except for Memorial Day where employees will be entitled to holiday pay when the school year ends before Memorial Day. The authorized holidays include:

- January 1 (New Year's Day)
- Day preceding or following January 1 (New Year's)
- January – Third Monday in January (Martin Luther King, Jr. Day)
- February 12 – (Lincoln's Birthday or designated alternate in February)
- Third Monday in February (Washington's Birthday)
- September 9 – (Admission Day or designated alternate)
- Last Monday in May (Memorial Day)
- June 19 – (Juneteenth)
- July 4 (Independence Day)
- First Monday in September (Labor Day)
- November 11 – (Veterans Day)
- Fourth Thursday in November (Thanksgiving Day)
- Fourth Friday in November (following Thanksgiving Day)
- December 25 (Christmas)
- Day preceding or following December 25 (Christmas)

If a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday. If a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday. A non-student day does not constitute a school holiday.

All employees assigned to regular positions who are authorized to perform work on holidays, including those exempt from overtime provisions, will receive cash compensation or compensatory time off at a rate of time and one-half in addition to regular pay received for the holiday. This provision excludes employees assigned to substitute or short-term positions.

## **ARTICLE 11. EMPLOYEE EXPENSES AND MATERIALS**

The District agrees to provide all tools, equipment, and supplies reasonably necessary to bargaining unit employees for the performance of employment duties required by the District. The District may fully compensate all bargaining unit employees for loss or damage to personal property in the course of employment.

The District agrees to provide the full cost of any medical examinations required by the District.

Maintenance personnel shall purchase their safety work shoes and be reimbursed by the District up to four hundred dollars (\$400) per work year when purchased from a District-approved vendor. An expense claim must be submitted with a receipt.

Custodial personnel shall purchase their safety work shoes and be reimbursed by the District up to two hundred fifty dollars (\$250) per work year when purchased from a District-approved vendor. An expense claim must be submitted with a receipt.

## **ARTICLE 12. VACATION**

### **Section 12.01 Full Time Employees**

Ten (10), eleven (11), and twelve (12)-month employees who work 40 hours a week or who are part-time and work 260 days will receive:

- (a) First four years: 5/6 of a day per month of paid service
- (b) Fifth through ninth years: 1.25 days per month of paid service, plus one additional day
- (c) Tenth through Fourteenth years: 1.5 days per month of paid service, plus one additional day
- (d) Fifteenth year and subsequent years: 1.5 days per month of paid service, plus two additional days

Employees hired before August 3, 2022, who currently earn a vacation accrual will continue to earn vacation based on Section 12.01.

### **Section 12.02 Part-Time Employees**

Employees who work less than 40 hours per week will be paid vacation commensurate with the hours they work based upon the following formulas:

- (a) First four years: 0.03846 (equivalent to 10 days a year for a full-time, 2080 hours a year employee)
- (b) Fifth through ninth years: .06154 (equivalent to 16 days a year for a full time, 2080 hours a year employee)
- (c) Tenth through Fourteenth years: .07308 (equivalent to 19 days a year for a full time, 2080 hours a year employee)
- (d) Fifteenth year and subsequent years: .07692 (equivalent to 20 days a year for a full time, 2080 hours a year employee)

The Superintendent may modify this provision in individual circumstances, provided such a request is submitted in writing.

By June 30, vacation balance is calculated by adding prior year carryover, if accrued, plus current year earned vacation per year of service, less used current year vacation. The balance of accrued vacation hours in excess of 80 hours per year, per years of service, will be paid.

Earned vacation per year of service shall be accrued July 1 per Article 12, Sections 12.01 or 12.02.

For less than 12-month employees, six winter break days and four spring break days are assigned vacation days and are included in monthly pay calculations.

The need for classified personnel to be on duty at different times of the year depends

upon the specific duties performed and upon the operational characteristics of the schools and departments; therefore, vacation days shall be taken at such times or designated and approved by the employee's supervisor. If a holiday occurs within a scheduled vacation period, that day will be counted as a holiday and not as a day of vacation.

When an employee is on paid vacation and experiences a need for use of Bereavement Leave, or Sick Leave, the employee is to notify their supervisor, or supervisor's designee, on the same day of the occurrence. When the employee has complied with this provision, they will be placed in status of the appropriate leave, and will be credited with the amount of vacation that was disrupted due to placement in status of Bereavement Leave or Sick Leave. An employee's scheduled vacation shall not be extended without prior approval of the employee's supervisor or supervisor's designee.

The employee may be required to provide documentation to their supervisor, or supervisor's designee, for use of Sick Leave and Bereavement Leave during a period of paid vacation.

### **Section 12.03 Vacation Scheduling**

Employees must submit a request for vacation to their supervisor, or the supervisor's designee, at least five (5) days prior to the date of usage. The employee shall receive a reply from the Supervisor, or the Supervisor's designee, within forty-eight (48) hours.

### **Section 12.04 Vacation Pay Upon Termination**

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



## **ARTICLE 13. LEAVES**

### **Section 13.01 Bereavement Leave**

All employees assigned to regular full-time and part-time positions are provided with Bereavement Leave, not to exceed five (5) days upon the death of any member of the immediate family. The immediate family means mother, father, grandmother, grandfather, or a grandchild of the employee or the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, domestic partner, child of the domestic partner, or any relative living in the immediate household of the employee, or person of opposite or same sex sharing living quarters. Bereavement leave is not charged to sick leave.

### **Section 13.02 Jury Duty**

A regular classified employee who has been officially summoned to jury duty in local, state, or federal court will be granted a leave of absence for the period of the jury service. For the purpose of clarification, an employee called to jury duty under this section shall be paid for all regularly assigned hours they would have worked regardless of the number of hours actually spent on jury duty. The employee shall receive this full pay while on such leave provided the jury service fee is assigned to the District. The stated jury service fee does not include reimbursement for transportation expenses.

### **Section 13.03 Military Service**

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

### **Section 13.04 Sick Leave**

An employee assigned to a regular full-time position accrues sick leave at a rate of one day each month of service. An employee who works in a regular part-time position accrues sick leave on a pro-rated basis, as referenced by the appropriate Education Code provisions. Upon initial employment, an employee is credited with the sick leave that they would normally accrue during the first six months of service.

The balance of the first year's entitlement will be credited as accrued. Each year's entitlement thereafter will be credited at the beginning of each fiscal year. Unused sick leave is not reimbursable by the District; however, retirement is increased by a proportionate amount.

In order to receive compensation while absent on sick leave, the employee must notify the supervisor no later than the first working hour of the first day absent unless conditions make notification impossible. At least one day prior to their expected return to work, the employee must notify the supervisor that they will return in order that the

substitute employee may be terminated. Doctor or dentist appointments may be charged to sick leave if such appointments cannot be scheduled outside normal working hours. Appointments should be scheduled at the beginning or end of the work day, and an employee is to claim only the time necessary for the appointment.

Unused sick leave is accumulated without limit. Such leave does not accrue during periods of absence without pay, but does accrue during all periods of leave with pay.

Any classified employee who: (1) has been employed by another school district for a period of one (1) calendar year or more; (2) terminates employment with said previous school district for the sole purpose of accepting a classified position with the Moraga School District and; (3) is employed by the Moraga School District within one year (1) from date of said previous employment, shall be credited with all earned unused sick leave from their former employment.

Employees who are absent for five (5) or more consecutive days may be required to submit a medical note from a physician confirming the dates of absence and when the employee is released to return to their position with or without restriction. The superintendent may request proof of illness from a physician for illnesses of any length for good cause. This policy shall not be applied in an arbitrary and capricious manner.

Difference pay (difference between regular employee's pay and the substitute's pay) is provided for an employee occupying a regular position who is unable to return to work after all earned sick leave, accumulated compensatory time off, vacation, or other available paid leave have been exhausted. The difference pay shall be paid for a total period of five (5) months, including all paid leaves, and the amount deducted from the salary due the employee for any month in which the absence occurs shall not exceed the sum actually paid an employee assigned to substitute in their position during the absence.

Upon request by the District, an employee shall be required to present a medical doctor's certificate verifying the personal illness or injury and/or medical authorization to return to work.

### **Section 13.05 Industrial Accident and Illness Leave**

An employee occupying a regular position who is absent from duty because of an illness or injury in the scope of District employment, defined as an industrial accident or industrial illness under provisions of the Worker's Compensation Insurance Law, will be granted paid industrial accident leave for each such accident or illness. This paid leave applies while the employee is receiving temporary disability benefits from Workers Compensation. The provisions of the paid industrial accident are:

- (a) A maximum of sixty (60) working days in any one fiscal year for the same accident (not cumulative from year to year).
- (b) Such leave will commence on the first day of absence.
- (c) The payment for wages lost on any day shall not, when added to an award granted

- the employee on the Worker's Law, exceed the normal wage for the day.
- (d) The industrial accident leave will be reduced by one day for each day of authorized absence, regardless of a compensation award made under Worker's Compensation.
  - (e) When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
  - (f) If the employee is unable to return to duty after exhausting paid industrial accident leave, the employee will receive paid sick leave, vacation time, or compensatory time off provided such leaves have been accumulated. Such accumulated leave allowances will be reduced only in the amount necessary to provide a full day's wages or salary, when added to compensation from the Contra Costa County School Insurance Group. During all such paid leaves of absence, the employee shall endorse to the District all checks received under the Contra Costa County School Insurance Group.
  - (g) If, at the conclusion of all leaves of absence, paid or unpaid, the employee is still unable to assume the duties of their position, they shall be placed on a reemployment list for a period of thirty-nine (39) months. If, at any time during the prescribed thirty-nine (39) months, the employee is able to assume the duties of their position they shall be reemployed in the first vacancy in the classification of their previous assignment. Their reemployment will take preference over all other applicants except those laid off for lack of work or funds, in which case they shall be ranked according to their proper seniority. Upon resumption of their duties, the break in service will be disregarded and they will be restored as a permanent employee.

### **Section 13.06 Personal Necessity Leave**

Definition: Absence for Personal Necessity is an authorized absence from duty for reasons other than for injury or illness. This is chargeable to an employee's sick leave. It is granted in the Moraga School District for the following reasons:

- (a) Personal necessity may be used as an extension of bereavement leave.
- (b) Accident involving the person or property of the employee or a member of his immediate family.
- (c) Paternity.
- (d) Appearance in Court as a litigant or as a witness.
- (e) Adoption of a child.
- (f) Wedding of immediate family member.
- (g) Graduation from high school or college of the son or daughter of an employee.
- (h) Legal business that cannot be conducted before or after school hours.
- (i) Death of a close personal friend.
- (j) Serious illness involving a member of an employee's immediate family.
- (k) Four days per year for significant personal necessity, without requirement for reporting the justification to the District. One day per year for significant personal necessity without requirement for justification shall be cumulative if not used to a

maximum of four days.

- (l) Son or daughter's medical appointment which requires the employee's assistance and which cannot be scheduled outside working hours.
- (m) Up to two days per year for religious observances. Supervisor must be notified at least five (5) school days prior to the requested leave.

If the need for personal leave requires more than seven (7) days in any year, the employee may be granted such absence for personal necessity at the discretion of the Superintendent, and the employee shall be paid the difference between their regular salary for the period of their absence and the amount paid to their substitute. Procedure: Any employee requiring absence for personal necessity shall make their request in advance, when possible, on the proper form to the District. This form will request the absence for personal necessity, state the probable duration of the absence required, and explain the reasons why the absence is required, except that in the case of Reason No. 11 no explanation is required. Verification may be required by the Superintendent except in the case of Reason No. 11.

### **Section 13.07 Catastrophic Leave**

"Catastrophic illness or injury" shall be recognized as an illness or injury that is expected to incapacitate the employee for an extended period of time, requires the employee to take time off from work for an extended period of time, and when extended time off work creates a financial hardship for the employee because they have exhausted all of their sick leave and other paid time off.

"Eligible Leave Credits" shall mean vacation leave and sick leave accrued to the donating employee. Eligible leave credits may be donated to leave bank for a catastrophic illness or injury if all of the following requirements are met.

- (a) The employee who is suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic injury or illness as required by the District Superintendent. Participants shall be required to submit a doctor's statement indicating the nature of the illness/injury, and the probable length of absence from work.
- (b) The District shall determine whether the employee is unable to work due to the employee's catastrophic illness or injury.
- (c) The employee must exhaust all of their paid sick and vacation leave prior to receiving catastrophic leave. Thirty (30) days of catastrophic leave shall be available prior to the commencement of differential pay.
- (d) No employee may donate sick leave credits unless they have a minimum of fifteen days of accumulated leave credits and may donate only days in excess of fifteen days.
- (e) All sick leave credit shall be in hour increments. All transfer of sick leave is irrevocable.
- (f) An employee who receives paid sick leave pursuant to this section shall use any leave credits that they continue to accrue on a monthly basis prior to receiving paid leave pursuant to this section. Employees are only entitled to catastrophic

leave when eligible leave credits have been donated to the sick leave bank.

- (g) The maximum amount of donated leave credit that may be used under the section shall be ninety (90) days. An employee may utilize more than ninety (90) days of donated leave by mutual agreement of the Chapter and the District.
- (h) Catastrophic leave credits shall not be used for illness or disability that qualifies the participant for Worker's Compensation Benefits.

Prior to solicitation of donated sick leave, a review committee comprised of two representatives appointed by the Chapter and two representatives appointed by the District shall meet in a timely manner to review, approve, or deny catastrophic leave request. The Chapter shall provide solicitation of its unit members for transfer of sick leave as use for catastrophic leave, when necessary.

### **Section 13.08 Paid or Other Unpaid Leaves**

The Governing Board may grant an employee a paid or unpaid leave of absence for child rearing, adoption, maternity, health, study or retraining. Such leave of absence shall not exceed (6) months in duration.

The District will comply with the Family School Partnership Act regulations (Labor Code Section 230.8). Employees must provide their supervisor forty-eight (48) hours' notice to request to utilize this leave. Employee personal necessity or vacation leave will be used for Family School Partnership Act.

### **Section 13.09 Family Leave, Family Medical Leave Act**

- (a) Eligibility: An employee with one (1) year of continuous and at least 1250 hours during a 12-month period immediately preceding previous 12 months of service is eligible for the leaves described below.
- (b) Purposes for Which Leave May be taken:
  - i. Birth, adoption or foster care placement of a child.
  - ii. Care of a child (including foster, step, and adult children, and in legal ward(s), parent (including person who stood in loco parentis to the employee), or spouse with a serious health condition that requires day-to-day care by the employee.
  - iii. Disability of the employee (except that CFRA excludes pregnancy disability which is covered under Government Code section 129459b) (2) and this agreement.
- (c) Duration of Leave: All leave is unpaid. Leave may be taken for a total of twelve (12) work weeks in a twelve (12) month period. Leave is prorated for part-time employees. Intermittent leave in the form of reduced work days or work weeks may be taken. Intermittent leave shall be scheduled, to the extent possible, to minimize disruption to the District.
- (d) Time for Commencement of Leave:

- i. Leave for birth or adoption of a child must commence within one (1) year of birth or adoption. Leave need not be taken at one time.
  - ii. The employee shall be required to first use accrued vacation, compensatory time off and other available paid leave, except sick leave unless the leave is taken because of the employee's own illness or the employee agrees to the use of sick leave.
- (e) Employee Notice: If the need for leave is foreseeable, the employee shall provide the District with reasonable (at least 30 days) written notice.
  - (f) Continuation of Benefits: The district will continue to pay the employee's health benefits to the same extent the District would have paid for such benefits if the employee would have continued working. To the extent the District continues to pay for other benefits for employees on unpaid leaves, it must do so for employees under Family Medical Leave Act (FMLA) (federal) and California Family relief Act (CFRA).

If the District does not pay such benefits, it must permit the employee to pay for them. Benefits include but are not limited to, disability, life insurance, and retirement contributions. If authorized by the education Code, members of the Public Employees Retirement System (PERS) may purchase service credit for time spent on family care leave.

An employee who is on leave without pay under Family Care Leave, who has elected not to continue benefits while on Family Care Leave, shall be allowed to re enroll in the medical program in which the employee participated prior to the leave without pay, subject to carrier approval.

- (g) Status While on Leave: Leave does not constitute a break in service for purposes of seniority or longevity.
- (h) Husband and Wife Employees: If both spouses are employed by the District, the aggregate leave for both employees is limited to twelve (12) weeks for the care of a newly-arrived child or sick parent. For other purposes, each employee is entitled to twelve (12) weeks of leave.

### **Section 13.10 Seniority Employee Benefits and Break in Service**

- (a) An employee on leave will not lose any seniority or employment benefit that accrued prior to the start of the leave. An employee on unpaid Family Care Leave (not paid leave such as vacation or sick leave) will not accrue additional benefits, such as vacation, sick leave or similar benefits, during the leave.
- (b) The leave will not constitute a break in service for purposes of longevity and seniority.

## **ARTICLE 14. TRANSFER, PROMOTIONS, RECLASSIFICATION**

### **Section 14.01 Voluntary Transfer**

- (a) A voluntary transfer shall be defined as movement within the same job classification to another position or job site, which transfer is initiated by the employee.
- (b) A voluntary reassignment shall be defined as any movement from one job classification to another, which reassignment is initiated by the employee.
- (c) Vacancies shall be posted five (5) working days at all sites prior to the filling of the vacancy on a permanent basis. Employees who are not full-year employees or employees absent from duty for vacation, leave or other reasons who wish to apply for job vacancies during the period of their absence may do so by submitting a request in writing to the Superintendent to be notified of appropriate vacancies.
- (d) It shall be the employee's responsibility to complete any appropriate form provided by the District Office for this purpose and file such form with the Superintendent at the time the vacancy occurs.
- (e) Criteria for voluntary transfer shall include but not be limited to consideration of qualifications, evaluations, interview scores and seniority.
- (f) If a voluntary transfer or voluntary reassignment is denied, the employee may request an informal meeting with the Superintendent or his designee and Supervisor of the position to be filled to discuss such denial.

### **Section 14.02 Involuntary Transfer**

- (a) An involuntary transfer shall be defined as movement within the same job classification to another position or job site, which transfer is initiated by the District.
- (b) An involuntary reassignment shall be defined as any movement from one job classification to another, which reassignment is initiated by the District.
- (c) The District may initiate an involuntary transfer and involuntary reassignment when school or departmental workload makes such transfers or reassignments necessary or in the best interests of the District. All employees affected shall be notified promptly by letter from the Superintendent or his designee.
- (d) When the work or the personal relationships of an employee are marginally satisfactory, a Supervisor may request that the employee be involuntarily transferred or involuntarily reassigned.
- (e) Notice of involuntary transfer or involuntary reassignment shall be given to an employee ten (10) days prior to the effective date unless extenuating circumstances prevent it.
- (f) An involuntary transfer or involuntary reassignment shall take place only after an informal meeting between the Superintendent or his designee, the employee and the Supervisor if such a meeting is requested by the employee.



## **Section 14.03 Promotions**

### **Definitions**

1. Promotion: A promotion is a change from one classification to a different classification with a higher base salary range.
  - (a) It shall be the employee's responsibility to complete any appropriate form or application provided by the District Office for this purpose and file such form with Human Resources at the time the vacancy occurs.
  - (b) Criteria for promotion shall include but not be limited to consideration of qualifications, evaluations, interview scores, and seniority.
  - (c) If a promotion is denied, the employee may request an informal meeting with the Superintendent or designee and Supervisor of the position to be filled to discuss such denial.

### **Promotion Process**

Any employee may request consideration for a promotion by submitting a request on the appropriate form within the application period.

The promotional probationary period for permanent employees promoted beginning January 1, 2023, shall be six (6) months or 130 days in paid service, whichever is longer. (Such employees may not apply for transfer or promotion during the promotional probationary period.

A permanent employee who does not successfully complete a promotional probationary period has the right to return to a position in their former classification.

## **Section 14.04 Reclassification Consult Procedure**

### **Purpose of Reclassification**

The purpose of this section is to provide a uniform system for reviewing and implementing requests for reclassification.

Bargaining unit members are entitled to request that a position be reclassified, or a group of positions within a classification be reclassified or the entire classification be reclassified.

Nothing in this section shall preclude the employer's or supervisor's right to initiate reclassification. In such cases, CSEA will be notified at the initiation of the District's request for a proposed reclassification.

Nothing in this section shall preclude CSEA's right to initiate reclassification. In such cases, CSEA will notify the District during the sunshining of articles for the upcoming school year.

### **Request for Reclassification**



## Steps for Employees:

Step 1: Bargaining unit member provides notice to Chapter President, District Personnel Technician and supervisor by last Friday in September of reclassification, change in duties and/or responsibilities outside of current job class.

Step 2: Bargaining unit member and Supervisor meet to discuss reclassification by the last Friday in October.

Step 3: If a Bargaining unit member wishes to pursue reclassification, the bargaining unit member must submit a reclassification proposal with evidence to CSEA President and MSD Personnel Technician by second Friday in November. (See Appendix D for Reclassification Form).

## Reclassification Process

The District agrees to meet and consult with the CSEA Committee prior to any reclassification action, which would affect any job title contained in the CSEA bargaining unit.

Step 1: CSEA President and MSD will appoint a Screening Committee by the last Friday in September.

- i. The Screening committee is composed of (2) bargaining unit members and (2) MSD reps. All requests will be reviewed by the Screening Committee.
- ii. Purpose of Screening Committee is to ensure that the reclassification proposal has met the following criteria:
  - a. Notice and Proposal submitted by deadlines.
  - b. Significant new job duties are permanently added to the job or job description by the supervisor or administrator.
  - c. Significant new or increased responsibilities, other than increased workload, have been permanently added to the position by the supervisor or administrator.
  - d. New or increased education or training requirements have been added to the classification based on the job duties that have been added.

Step 2: Reclass training for Screening Committee and Reclassification Panel provided no later than the last Friday of October from the CSEA Labor Relations Representative or CSEA designee.

Step 3: Screening Committee makes a determination of the following by the second Friday in December:

- i. If the Screening Committee is in agreement that the reclassification proposal meets all criteria, the process proceeds to Step 4, Reclassification Panel.

- ii. If a majority of the Screening Committee does not agree that the reclassification proposal meets all criteria, the process stops here.
- iii. If the Screening Committee decision is split 50/50, the process proceeds to Step 4, Reclassification Panel.

Step 4: The Reclassification Panel interviews applicants by the last Friday in January and submits the Reclassification Panel Recommendation Form (Appendix G) to the Superintendent and CSEA. The Reclassification Panel is composed of (1) District Representative, (1) CSEA Representative, (1) Neutral Representative mutually agreed by CSEA and the District.

Step 5: Authority of the Reclassification Panel: The Reclassification Panel will either approve or deny the reclassification and complete the Reclassification Panel Recommendation Form (Appendix G). Agreements made by the Reclassification Panel become final upon ratification of CSEA membership and adoption by the District's Board of Trustees.

Step 6:

- i. If approved by the Reclassification Panel and there is no change in the existing job description and no change in the existing salary schedule and the determination is to move to an existing job class, recommendation goes to the Governing Board by the second regular meeting in June.
- ii. If approved by the Reclassification Panel and the recommendation requires a new job description, salary range and/or job class, this shall be negotiated between the District and CSEA's negotiations team.
- iii. If the Reclassification Panel does not approve the reclassification requests, the process ends here.

### **Final Communication of Reclassification**

If revised, approved or denied, the Superintendent will provide a letter to the Bargaining unit member, CSEA President and Labor Relations Representative.

### **Compensation Adjustment from Reclassification**

If approved, the employee will be paid appropriately out of class differential retroactively from July 1 of the current school year to the date of notification. Any retroactive actions incurred through the reclassification process will be limited to July 1 of the current school year or the employee start date, whichever is later.

## **ARTICLE 15. GRIEVANCE PROCEDURE**

### **Section 15.01 Purpose**

This grievance procedure shall be used to equitably process and resolve grievances arising under this agreement promptly and at the lowest possible level.

### **Section 15.02 Definitions**

Grievance: An alleged violation, misinterpretation, or misapplication of the express terms of this Agreement which directly and adversely affect the grievant. Matters for which a specific method of review is provided by law or by the terms of this Agreement are not within the scope of this procedure.

Grievant: A member (or members) of the bargaining unit covered by this Agreement who files a grievance. An officer of the unit or a CSEA representative may file a grievance on behalf of a unit member or members. The Chapter may also be the grievant.

Representative: A representative may be a fellow employee, union steward, Chapterstaff person, or legal counsel.

Day: Any day in which the District office is open for business.

### **Section 15.03 Right to Representation**

The grievant has the right to have a representative present at any step of the grievance procedure. The grievant must be present at each step of the grievance procedure.

### **Section 15.04 Scheduling**

Every effort will be made to schedule meetings for the processing of grievances at times which will not interfere with the regular workday of the participants. If any grievance meeting or hearing must be scheduled during the school day, a District employee reasonably required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.

### **Section 15.05 Steps**

- (a) Step 1 - A grievant may submit a written grievance within fifteen (15) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance to the immediate supervisor. A written grievance

shall include the following:

- i. A description of the specific grounds of the grievance, including names, dates and places necessary for a complete understanding of the grievance.
- ii. A listing of the provisions of this Agreement, which are alleged to have been violated.
- iii. A listing of specific action requested of the employer which will remedy the grievance.

The immediate supervisor must meet with the grievant, investigate and respond in writing within 10 days of the filing.

- (b) Step 2 - If the grievant is not satisfied with the decision rendered at step 1, the grievance may be appealed to step 2 within 5 days after receipt of the decision. The appeal shall be in writing to the Superintendent.

Within ten (10) days from the receipt of the grievance, the Superintendent, or designee, shall meet with the grievant in an effort to resolve the grievance. The Superintendent, or his designee, shall make a written disposition of the grievance within ten (10) days after such meetings and return it to the grievant.

- (c) Step 3 - If the grievant is not satisfied with the disposition of the grievance by the Superintendent, or designee, within ten (10) days from receipt of the written decision the grievant may appeal in writing to the Governing Board.

The Board shall act within thirty (30) days after receipt of the grievance by scheduling a meeting with the grievant. The decision shall be in writing within five (5) days of the meeting. The board's decision shall be final and binding.

## **Section 15.06 Miscellaneous**

**Failure to Act:** Failure by the employer to act within a decision deadline within Steps 1 through 3 shall enable the grievant to appeal automatically to the next step (higher level). Failure of the employee to adhere to a submission deadline shall mean that the employee accepts the latest decision and waives any right to further appeal. However, nothing prevents the parties from extending the dates by mutual agreement.

**Initiation of Grievance:** A grievance may be initiated at step 3 if it arises from action or inaction of a member of administration at a level above the immediate supervisor.

**Representation Release Time:** Designated Chapter representatives shall have the right to receive reasonable release time without loss of pay for the processing of grievances. An employee requesting release time for this purpose shall consult with their immediate supervisor to arrange the scheduling of such time.

## **ARTICLE 16. SAFETY**

Unsafe conditions shall be reported in writing to the immediate supervisor upon discovery. Supervisors will acknowledge the report of alleged unsafe conditions within a reasonable period of time.

## **ARTICLE 17. EARLY RETIREMENT**

### **Section 17.01 Participation**

District Retirement Program shall be on a voluntary basis.

### **Section 17.02 Eligibility**

Applicants for retirement must meet PERS retirement eligibility and a minimum of ten (10) consecutive years of service in District employment immediately preceding their effective retirement date.

### **Section 17.03 Application**

Except for allowance of special circumstances, application for the Retirement Program shall be submitted to the Superintendent prior to March 1 of the year preceding the employee's effective date of retirement. An employee who meets the eligibility requirements and has applied for retirement will be eligible to receive from the District a monthly premium payment for their retiree Health & Welfare benefits. The District will fund the premium in an amount not to exceed \$200 per month. Funding will be provided for 36 months or until the retiree attains age 65, whichever comes first.

Approval: Subject to approval of the health care Plan provider, the retiree at their own expense, may elect to enroll their spouse in District offered health and welfare plans.

## **ARTICLE 18. LAY-OFF PROCEDURES**

### **Section 18.01 Reasons for Layoffs**

The Governing Board may lay off unit members for lack of work or lack of funds. Layoff is separation from a position due to lack of work, lack of funds or as a result of displacement (bumping), reduction of hours, work year or classification with lower wages. The District shall prepare an order of employment (seniority) list for affected and lower classifications and provide to the employees in the unit and the Chapter so that any challenges to the seniority dates can be heard prior to implementation of the layoff procedure.

### **Section 18.02 Notice of Layoff**

All layoffs shall be implemented in the manner prescribed by law. Notice shall be by personal hand delivery or sent by certified mail and signed for by the employee sixty calendar (60) days before the layoff becomes effective. A copy of each notice to bargaining unit members shall be sent to the Union.

### **Section 18.03 Negotiation**

In the event the District determines that it is necessary to lay off unit members due to lack of work or funds, it shall notify the Union in writing (president and agent). The parties will negotiate the impact of any positions that have been eliminated. In instances of reductions in hours, work year or classification, the parties will negotiate whether to reduce the positions as well as any impact should the reductions take place.

### **Section 18.04 Order of Layoff**

- (a) Every layoff shall be in reverse order of seniority within classification; seniority shall be by hire date in classification. Temporary and probationary employees shall be released prior to the layoff of permanent employees.
- (b) The employee in the impacted classification with the least seniority in that classification shall be laid off first; if two or more employees have the same seniority, seniority by date of hire in the district shall be used. If there is still a tie, the tie shall be broken by lot. Once the tied seniority order is established it shall be recorded on classification seniority list and in the unit members' personnel files. CSEA may have a witness present for the drawing of lots.

### **Section 18.05 Reemployment Rights**

- (a) Permanent employees who have been laid off shall be placed on a reemployment list for the classification from which they were laid off. Employees who were laid off from their classification remain on the reemployment list for 39 calendar months.

- (b) Employees who accept in lieu of layoff, reduction in hours, work year or classification with a lower salary shall be retained on the reemployment list for the classification from which they were removed for 63 calendar months. Impacted employees shall be recalled to service in their previous classification in reverse order of layoff.
- (c) The District shall contact persons on the reemployment list to offer employment in positions in their classification for which they have rights based on their seniority. The employee has five calendar (5) days to respond to the offer of employment. Employees accepting a position shall have three (3) weeks to report to the new position.
- (d) Persons on the reemployment lists are responsible for keeping the Human Resources Department informed of their correct telephone numbers, addresses or other mode of contact.

### **Section 18.06 Bumping Rights**

An employee laid off from their present classification may bump into a classification for which they have seniority or the next lowest classification in which the employee has greater seniority. The employee may continue to bump into lower classifications to avoid layoff.

### **Section 18.07 Eligibility to Compete for Vacant Positions**

Laid off unit members on the reemployment list have the right to apply and compete for any vacant positions outside of the most recent classification to which laid off workers do not have rights. It is the responsibility of the persons on the reemployment list to monitor the vacancy postings and to apply within the set timelines for any positions for which they qualify. Persons on the reemployment list are considered qualified when they meet the minimum qualifications in the classification job description. Current unit members not impacted by layoff retain their rights to compete for the vacant positions as well. In the selection process, if the district does not select a current employee, it must appoint a qualified person from the reemployment list who properly applied to the vacant positions over any outside applicants.

### **Section 18.08 Retirement In Lieu of Layoff**

An employee may retire in lieu of layoff or any alternative thereto without losing their rights to reemployment as provided by law.

### **Section 18.09 Improper Layoff**

Any employee who is improperly laid off per this Agreement and Education Code shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.



## **Section 18.10 Opportunity to Substitute**

Employees on the reemployment list may request to be placed on the substitute list for work in their classification and in other classifications for which they qualify. When possible, the district will attempt to contact substitutes on the reemployment list before contacting other persons

## **ARTICLE 19. SAVINGS**

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

## ARTICLE 20. DURATION OF AGREEMENT

This agreement shall remain in force and effect from July 1, 2021 through June 30, 2024. For the 2022-23 and 2023-24 school years the parties agree to open on salaries, benefits and two articles each for negotiation.

### For CSEA, Chapter #403

_____ Dolores Stratford	_____ Signature	_____ Date
_____ Priscilla Elliott	_____ Signature	_____ Date
_____ Lisa Fitzinger	_____ Signature	_____ Date
_____ Nicole Bettiga	_____ Signature	_____ Date

### For Moraga School District

_____ Julie C. Parks	_____ Signature	_____ Date
_____ Sana Ahmed	_____ Signature	_____ Date
_____ Mike Plant	_____ Signature	_____ Date

## APPENDIX A

### Classified Salary Schedule 2023-2024

Monthly is Based on Full Time Employment = 260 days per year/8 hours per day

	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
<b>2</b>	\$3,213.60	\$18.54	\$3,374.80	\$19.47	\$3,542.93	\$20.44	\$3,719.73	\$21.46	\$3,905.20	\$22.53
<b>3</b>	\$3,721.47	\$21.47	\$3,906.93	\$22.54	\$4,101.07	\$23.66	\$4,307.33	\$24.85	\$4,522.27	\$26.09
<b>4</b>	\$3,752.67	\$21.65	\$3,945.07	\$22.76	\$4,140.93	\$23.89	\$4,347.20	\$25.08	\$4,565.60	\$26.34
<b>5</b>	\$3,945.07	\$22.76	\$4,140.93	\$23.89	\$4,347.20	\$25.08	\$4,565.60	\$26.34	\$4,794.40	\$27.66
<b>6</b>	\$4,094.13	\$23.62	\$4,296.93	\$24.79	\$4,511.87	\$26.03	\$4,738.93	\$27.34	\$4,974.67	\$28.70
<b>7</b>	\$4,160.00	\$24.00	\$4,368.00	\$25.20	\$4,589.87	\$26.48	\$4,816.93	\$27.79	\$5,059.60	\$29.19
<b>9</b>	\$4,400.93	\$ 25.39	\$ 4,631.47	\$ 26.72	\$ 4,875.87	\$ 28.13	\$ 5,135.87	\$ 29.63	\$ 5,404.53	\$ 31.18
<b>10</b>	\$4,444.27	\$ 25.64	\$ 4,666.13	\$ 26.92	\$ 4,898.40	\$ 28.26	\$ 5,142.80	\$ 29.67	\$ 5,401.07	\$ 31.16
<b>11</b>	\$4,945.20	\$ 28.53	\$ 5,196.53	\$ 29.98	\$ 5,470.40	\$ 31.56	\$ 5,758.13	\$ 33.22	\$ 6,061.47	\$ 34.97
<b>12</b>	\$5,068.27	\$ 29.24	\$ 5,321.33	\$ 30.70	\$ 5,588.27	\$ 32.24	\$ 5,869.07	\$ 33.86	\$ 6,163.73	\$ 35.56
<b>13</b>	\$5,139.33	\$ 29.65	\$ 5,397.60	\$ 31.14	\$ 5,664.53	\$ 32.68	\$ 5,947.07	\$ 34.31	\$ 6,245.20	\$ 36.03
<b>13.5</b>	\$6,326.67	\$ 36.50	\$ 6,642.13	\$ 38.32	\$ 6,974.93	\$ 40.24	\$ 7,323.33	\$ 42.25	\$ 7,690.80	\$ 44.37
<b>14</b>	\$7,510.53	\$ 43.33	\$ 7,884.93	\$ 45.49	\$ 8,278.40	\$ 47.76	\$ 8,696.13	\$ 50.17	\$ 9,127.73	\$ 52.66
<b>15</b>	\$9,209.20	\$ 53.13	\$ 9,692.80	\$ 55.92	\$10,204.13	\$ 58.87	\$ 10,738.00	\$ 61.95	\$11,304.80	\$ 65.22
<b>16</b>	\$10,980.67	\$ 63.35	\$11,557.87	\$ 66.68	\$12,168.00	\$ 70.20	\$ 12,805.87	\$ 73.88	\$13,481.87	\$ 77.78

Longevity Increases – paid to the employee on the anniversary date: 8<sup>th</sup> year = 4%  
 11<sup>th</sup> year = 7% 14<sup>th</sup> year = 10% 17<sup>th</sup> year = 13% 20<sup>th</sup> year = 16% 23<sup>rd</sup> year = 19% 26<sup>th</sup> year = 22%

**MORAGA SCHOOL DISTRICT  
CLASSIFIED SALARY SCHEDULE  
2024 - 2025**

Monthly is Based on Full Time Employment = 260 days per year/8 hours per day

CLASSIFICATION BY FAMILY		STEP 1		STEP 2		STEP 3		STEP 4		STEP 5	
	internal use only	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
<b>CHILDCARE:</b>											
Child Care Aide	3	\$ 3,721.47	\$ 21.47	\$ 3,906.93	\$ 22.54	\$ 4,101.07	\$ 23.66	\$ 4,307.33	\$ 24.85	\$ 4,522.27	\$ 26.09
Child Care Leader	13	\$ 5,139.33	\$ 29.65	\$ 5,397.60	\$ 31.14	\$ 5,664.53	\$ 32.68	\$ 5,947.07	\$ 34.31	\$ 6,245.20	\$ 36.03
<b>INSTRUCTIONAL SUPPORT:</b>											
Yard Duty and Crossing Guard	2	\$ 3,213.60	\$ 18.54	\$ 3,374.80	\$ 19.47	\$ 3,542.93	\$ 20.44	\$ 3,719.73	\$ 21.46	\$ 3,905.20	\$ 22.53
Instructional Assistant-Classroom, Yard Duty/IA, Science Asst.	3	\$ 3,721.47	\$ 21.47	\$ 3,906.93	\$ 22.54	\$ 4,101.07	\$ 23.66	\$ 4,307.33	\$ 24.85	\$ 4,522.27	\$ 26.09
Instructional Assistant- Learning Center	4	\$ 3,752.67	\$ 21.65	\$ 3,945.07	\$ 22.76	\$ 4,140.93	\$ 23.89	\$ 4,347.20	\$ 25.08	\$ 4,565.60	\$ 26.34
Instructional Assist.-Intensive, Library Media Specialist, Literacy Tutor, Writing Tutor, Wellness Center Intake Specialist	7	\$ 4,158.27	\$ 23.99	\$ 4,368.00	\$ 25.20	\$ 4,588.13	\$ 26.47	\$ 4,816.93	\$ 27.79	\$ 5,057.87	\$ 29.18
Student Support Assistant	13.5	\$ 6,326.67	\$ 36.50	\$ 6,642.13	\$ 38.32	\$ 6,974.93	\$ 40.24	\$ 7,323.33	\$ 42.25	\$ 7,690.80	\$ 44.37
Speech and Language Pathologist Assistant	14	\$ 7,510.53	\$ 43.33	\$ 7,884.93	\$ 45.49	\$ 8,278.40	\$ 47.76	\$ 8,696.13	\$ 50.17	\$ 9,127.73	\$ 52.66
Occupational Therapist	15	\$ 9,209.20	\$ 53.13	\$ 9,692.80	\$ 55.92	\$ 10,204.13	\$ 58.87	\$ 10,738.00	\$ 61.95	\$ 11,304.80	\$ 65.22
Behaviorist	16	\$ 10,980.67	\$ 63.35	\$ 11,557.87	\$ 66.68	\$ 12,168.00	\$ 70.20	\$ 12,805.87	\$ 73.88	\$ 13,481.87	\$ 77.78
<b>CLERICAL:</b>											
Textbook Coordinator	6	\$ 4,094.13	\$ 23.62	\$ 4,296.93	\$ 24.79	\$ 4,511.87	\$ 26.03	\$ 4,738.93	\$ 27.34	\$ 4,974.67	\$ 28.70
School Site Administrative Assistant	9	\$ 4,400.93	\$ 25.39	\$ 4,631.47	\$ 26.72	\$ 4,875.87	\$ 28.13	\$ 5,135.87	\$ 29.63	\$ 5,404.53	\$ 31.18
<b>MAINTENANCE &amp; OPERATIONS:</b>											
Custodian I	5	\$ 3,945.07	\$ 22.76	\$ 4,140.93	\$ 23.89	\$ 4,347.20	\$ 25.08	\$ 4,565.60	\$ 26.34	\$ 4,794.40	\$ 27.66
Custodian II	7	\$ 4,160.00	\$ 24.00	\$ 4,368.00	\$ 25.20	\$ 4,589.87	\$ 26.48	\$ 4,816.93	\$ 27.79	\$ 5,059.60	\$ 29.19
General Maintenance I	10	\$ 4,444.27	\$ 25.64	\$ 4,666.13	\$ 26.92	\$ 4,898.40	\$ 28.26	\$ 5,142.80	\$ 29.67	\$ 5,401.07	\$ 31.16
General Maintenance II	12	\$ 5,068.27	\$ 29.24	\$ 5,321.33	\$ 30.70	\$ 5,588.27	\$ 32.24	\$ 5,869.07	\$ 33.86	\$ 6,163.73	\$ 35.56
<b>INFORMATION TECHNOLOGY:</b>											
Site Technology Coordinator	9	\$ 4,400.93	\$ 25.39	\$ 4,631.47	\$ 26.72	\$ 4,875.87	\$ 28.13	\$ 5,135.87	\$ 29.63	\$ 5,404.53	\$ 31.18
Information Technology Support Technician	11	\$ 4,945.20	\$ 28.53	\$ 5,196.53	\$ 29.98	\$ 5,470.40	\$ 31.56	\$ 5,758.13	\$ 33.22	\$ 6,061.47	\$ 34.97
Information Technology Network Manager	14	\$ 7,510.53	\$ 43.33	\$ 7,884.93	\$ 45.49	\$ 8,278.40	\$ 47.76	\$ 8,696.13	\$ 50.17	\$ 9,127.73	\$ 52.66

Longevity Increases :	8th year	4%
	11th year	7%
Paid to the employee Beginning on the anniversary date	14th year	10%
	17th year	13%
	20th year	16%
	23rd year	19%
	26th year	22%

Effective: 7/1/2024  
Board Approved: 6/11/2024

Point of Interest: School Site Administrative Assistant position adjusted to Range 9 from Range 8

DocuSigned by:

*Julie Parks*

9BB89F9F8C71405

Dr. Julie Parks  
Secretary, Governing Board  
Moraga School District

### Classification and Range

Classification	Range
Behaviorist	16
Child Care Aide	3
Child Care Leader	13
Crossing Guard	2
Custodian I	5
Custodian II	7
General Maintenance I	10
General Maintenance II	12
Information Technology Network Manager	14
Information Technology Support Technician	11
Instructional Assistant-Classroom	3
Instructional Assistant- Learning Center	4
Instructional Assistant-Intensive	7
Library Media Specialist	7
Literacy Tutor	7
Occupational Therapist	15
Reading Tutor	7
School Site Administrative Assistant	9
Site Technology Coordinator	9
Speech and Language Pathologist Assistant	14
Textbook Coordinator	6
Wellness Intake Specialist	7
Writing Tutor	7
Yard Duty	2

## **APPENDIX B Health Benefits**



# **HEALTH BENEFITS PREMIUM CONTRIBUTION CALCULATIONS**

**EFFECTIVE JANUARY 1, 2024**

The rates below are BASED on 1.00 FTE Employee

MSD Contribution amount will be prorated if employee is less than 1.0 FTE

	Kaiser \$5	Kaiser \$15	Kaiser DHMO	Sutter Health Plus \$20	Sutter Health Plus DHMO	United Healthcare HMO \$15	United Healthcare HMO \$20	United Healthcare PPO 80/60	United Healthcare PPO 70/50
<b>(A) PREMIUM</b>									
Single	\$ 1,226.19	\$ 1,174.89	\$ 1,082.24	\$ 1,000.60	\$ 817.20	\$ 988.93	\$ 928.09	\$ 1,533.49	\$ 1,568.43
Two Party	\$ 2,452.37	\$ 2,349.78	\$ 2,164.48	\$ 2,001.30	\$ 1,634.50	\$ 2,044.67	\$ 1,917.02	\$ 3,065.39	\$ 3,136.85
Family	\$ 3,470.11	\$ 3,324.94	\$ 3,062.72	\$ 2,781.70	\$ 2,271.80	\$ 2,910.73	\$ 2,727.02	\$ 3,985.15	\$ 4,078.58
% increase from 2023	11.61%	11.61%	11.61%	5.50%	5.48%	6.02%	6.02%	31.72%	38.50%
<b>(B) Employer Share</b>									
Single	\$ 949.40	\$ 949.40	\$ 949.40	\$ 949.40	\$ 817.20	\$ 949.40	\$ 928.09	\$ 949.40	\$ 949.40
Two Party	\$ 1,898.78	\$ 1,898.78	\$ 1,898.78	\$ 1,898.78	\$ 1,634.50	\$ 1,898.78	\$ 1,898.78	\$ 1,898.78	\$ 1,898.78
Family	\$ 2,686.80	\$ 2,686.80	\$ 2,686.80	\$ 2,686.80	\$ 2,271.80	\$ 2,686.80	\$ 2,686.80	\$ 2,686.80	\$ 2,686.80
<b>(C ) Employee Share</b>									
Single	\$ 276.79	\$ 225.49	\$ 132.84	\$ 51.20	\$ -	\$ 39.53	\$ -	\$ 584.09	\$ 619.03
Two Party	\$ 553.59	\$ 451.00	\$ 265.70	\$ 102.52	\$ -	\$ 145.89	\$ 18.24	\$ 1,166.61	\$ 1,238.07
Family	\$ 783.31	\$ 638.14	\$ 375.92	\$ 94.90	\$ -	\$ 223.93	\$ 40.22	\$ 1,298.35	\$ 1,391.78

	Rate	Employer Share	Employee Share
<b>DENTAL:</b>			
High Plan Option (Group#7103-00028):	\$ 91.72	\$ 91.72	\$ -
Low Plan Option (Group#7103-00128) :			
Single	\$ 42.70	\$ 42.70	\$ -
Two Party	\$ 86.53	\$ 86.53	\$ -
Family	\$ 122.11	\$ 101.92	\$ 20.19
VISION (Group#30081849-0019) :	\$ 19.45	\$ 19.45	\$ -
<b>LIFE INSURANCE:</b>	Premium	Employer Share	Employee Share
Administrators (\$100k)	\$ 18.35	\$ 18.35	\$ -
Supervisors (\$50k)	\$ 8.35	\$ 8.35	\$ -
Classified Non-Management > 0.75fte	\$ 6.75	\$ 6.75	\$ -
Certificated Non-Management > 0.50fte	\$ 6.75	\$ 6.75	\$ -

*How to calculate the monthly "Employee Share" for part-time employees:*

<b>Example:</b>	
Premium:	\$ 1,226.19 (Enter Premium from Chart A)
Employer Share:	\$ 949.40 (Enter Employer Share from Chart B)
Employee FTE:	0.75 (# of hours/week divided by 40)
Adjusted Employer Share:	\$ 712.05 (Employer Share multiplied by Employee FTE)
Employee Share:	\$ 514.14 (Premium minus Adjusted Employer Share)

## **NOTES:**

\*Above benefit chart is for MTA and CSEA members ONLY.

\*Confidential/Childcare Directors/Director of Buildings and Grounds: District CAP for health benefits is the Kaiser Single CAP of \$949.40, and Two-party contribution of \$1,046.54. Employer pays 100% of dental and vision premiums.

District CAP is pro-rated for part-time employees.

\*Certificated Administrators (Principals/Directors): District CAP for health benefits is \$786.54 and employer pays 100% dental and vision premiums.

\*Classified Administrator (CBO): 100% of health is paid by employee and employer pays 100% of dental and vision premiums.

Updated: 3/19/2024



### APPENDIX C Work Year Chart by Classification

	Months	Start Date	# of Days
Behaviorist	10	1 <sup>st</sup> Day of School through last day	180
Child Care Aide	10	1 <sup>st</sup> Day of School through last day	180
Child Care Leader	10	1 <sup>st</sup> Day of School through last day	180
Crossing Guard	10	1 <sup>st</sup> Day of School through last day	180
Custodian I	12	July 1	260
Custodian II	12	July 1	260
General Maintenance I	12	July 1	260
General Maintenance II	12	July 1	260
Information Technology Network Manager	12	July 1	260
Information Technology Support Technician	12	July 1	260
Instructional Assistant-Classroom	10	1 <sup>st</sup> day of school through last day of school	180
Instructional Assistant- Learning Center	10	1 <sup>st</sup> day of school through last day of school	180
Instructional Assistant-Intensive	10	1 <sup>st</sup> day of school through last day of school	180
Library Media Specialist	10	5 days before school begins through five days after the last day of school	190
Occupational Therapist	10	1 day before school begins to the last day of school and 3 professional development days held during the instructional year	184

Reading Tutor	10	1 <sup>st</sup> day of school through last day of school	180
School Site Administrative Assistant FT	11	14 days before school begins, until 8 days after school ends	205

School Site Administrative Assistant PT	11	13 days before school begins, until 3 days after school ends; do not work 3 staff development days held during the instructional year	196
Science Assistant	10	1 <sup>st</sup> day of school through last day of school	180
Site Technology Coordinator	10	2 days before the first day of school; two days after the last day of school	184
Speech & Lang Path Asst	10	1 <sup>st</sup> Day of School to last day of school	180
Student Support Assistant	10	1 <sup>st</sup> Day of School to last day of school	180
Textbook Coordinator	11	14 days before school begins, until 8 days after school ends	205
Writing Tutor	10	1 <sup>st</sup> day of school through last day of school	180
Yard Duty	10	1 <sup>st</sup> day of school through last day of school	180

1<sup>st</sup> Day may be moved pending negotiations

## APPENDIX D Reclassification Form

**Instructions: Submit to CSEA President & Personnel Technician by the last Friday of September**

Name	Date
Current Class and Salary Range	Time in Position
Request for this position only <input type="checkbox"/> yes <input type="checkbox"/> no	Request for entire classification <input type="checkbox"/> yes <input type="checkbox"/> no
Proposed Class and Salary Range	

See CSEA Contract 14.04 for more information. Reclassification requests must meet the following criteria:

- 1. Significant new job duties are permanently added to the job or job description by the supervisor or administrator.**

Please explain (attach additional pages as needed)

How and when did you get assigned these new duties? How often are you doing them? (e.g. daily, weekly, monthly, beginning and end of year)

Have you spoken with your supervisor about this? What date? What was the outcome?

- 2. Significant new or increased responsibilities, other than increased workload, have been permanently added to the position by the supervisor or administrator.**

Please explain

- 3. New or increased education or training requirements have been added to the classification based on the job duties that have been added.**

Please explain

If applicable, please attach a copy of the job description for the class you believe better matches your job duties and mark which duties you are already doing.

Approved by Screening Committee (Meeting Date: \_\_\_\_\_ ) Yes No

## APPENDIX E Request for Professional Development Approval

*Submit 30 days in advance to attend a profession development program (Program).*

Employee Name	
Position	
Date of Request	
Title of Program	
Organization Sponsoring Program	
Location of Program	
Date(s) of Program	
How will the Program be of value to the District/school?: (use back if needed)	

<b>Costs: Use actual costs when known, otherwise use estimates.</b>	
Registration Fee	
Classified Substitute Cost	
Estimated Mileage	
Airfare (round trip ticket)	
Transportation (taxi, rental)	
Lodging (____ of nights) X hotel rate per night	
Meals ____ # Breakfast (\$12), ____ # Lunch (\$15), ____ # Dinner (\$28)	
Parking/Tolls	

I understand that my request is not granted until approved by the site and district administration and once approved, costs may not exceed the above estimate without prior approval from an administrator. Reimbursements will be made in accordance with Board Policy and Administrative Regulation 3350. Upon returning from an approved event, attendee must complete a separate PURCHASE EXPENSE CLAIM and/or a TRAVEL CONFERENCE-MILEAGE EXPENSE CLAIM form and attach a copy of this Conference/Travel PRE-APPROVAL form, the Program agenda, and all original itemized receipts for any out of pocket expenses, save meals. Submit to direct supervisor within five days of return. Expenses submitted without original itemized receipts will not be reimbursed.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Funding Source: \_\_\_\_\_ Account Code: \_\_\_\_\_

Principal Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Business Office Review: \_\_\_\_\_ Initials / Date: \_\_\_\_\_

## **Appendix F MSD Performance Evaluation for CSEA Classified Employees**

## MSD Performance Evaluation for CSEA Classified Employees

Name: <input style="width: 90%;" type="text"/>	Site: <input style="width: 90%;" type="text"/>	Status: Probationary <input style="width: 50%;" type="text"/>
Position: <input style="width: 90%;" type="text"/>	Date: <input style="width: 90%;" type="text"/>	Permanent <input style="width: 50%;" type="text"/>
<b>OVERALL RATING:</b> <input style="width: 50%;" type="text"/> Satisfactory <input style="width: 50%;" type="text"/> Unsatisfactory		

**The purpose of this evaluation is to:**

- 1) Help the supervisor and employee measure how well the employee is performing.
- 2) Provide a guidance tool for continued improvement and growth.

Click [HERE](#) to refer to the **Classified Employee Evaluation Rubric** at the end of this form for a detailed explanation of each area of performance and rating level.

### Use the following ratings to evaluate the employee's performance in all 8 areas:

1 = Meets and Regularly Exceeds Expectations    
 2 = Meets Expectations    
 3 = Partially Meets Expectation    
 4 = Needs Improvement    
 N/A = Not Applicable (The Evaluation Factor is not Relevant to this Position)

AREAS OF PERFORMANCE	RATING
<b>1) Quality &amp; Knowledge of Work</b>	
<div style="border: 1px solid black; padding: 5px;"> <b>Evaluator's Comments:</b>  <small>(Optional)</small> </div>	
<div style="border: 1px solid black; padding: 5px;"> <b>Employee's Comments:</b>  <small>(Optional)</small> </div>	
<div style="border: 1px solid black; padding: 5px;"> <b>Action Needed</b>  <small>(if Rating of 4)</small> </div>	
<b>2) Quantity &amp; Dependability of Work</b>	
<div style="border: 1px solid black; padding: 5px;"> <b>Evaluator's Comments:</b>  <small>(Optional)</small> </div>	
<div style="border: 1px solid black; padding: 5px;"> <b>Employee's Comments:</b>  <small>(Optional)</small> </div>	
<div style="border: 1px solid black; padding: 5px;"> <b>Action Needed</b>  <small>(if Rating of 4)</small> </div>	
<b>3) Professional Interactions &amp; Attitude</b>	
<div style="border: 1px solid black; padding: 5px;"> <b>Evaluator's Comments:</b>  <small>(Optional)</small> </div>	
<div style="border: 1px solid black; padding: 5px;"> <b>Employee's Comments:</b>  <small>(Optional)</small> </div>	
<div style="border: 1px solid black; padding: 5px;"> <b>Action Needed</b>  <small>(if Rating of 4)</small> </div>	



#### 4) Attendance

Evaluator's  
Comments:  
(Optional)

Employee's  
Comments  
(Optional)

Action Needed  
(If Rating of 4)

#### 5) Initiative

Evaluator's  
Comments:  
(Optional)

Employee's  
Comments  
(Optional)

Action Needed  
(If Rating of 4)

#### 6) Professional Growth

Evaluator's  
Comments:  
(Optional)

Employee's  
Comments  
(Optional)

Action Needed  
(If Rating of 4)

#### 7) Lead Work & Coordination (if applicable)

Evaluator's  
Comments:  
(Optional)

Employee's  
Comments  
(Optional)

Action Needed  
(If Rating of 4)

#### 8) Overall Performance For the Evaluation Period

The Summary Rating is an overall assessment of the job performance over the evaluation. The overall summary is **NOT** necessarily a mathematical average of the rating elements achieved on the individual rating elements listed above.

Evaluator's  
Comments:  
(Optional)

Employee's  
Comments  
(Optional)

Action Needed  
(If Rating of 4)

#### Employee:

I have reviewed this report and have had the opportunity to discuss it with my rating supervisor.

My signature does not necessarily mean that I agree with the report.

--	--	--

Name

Signature

Date

**Rating Supervisor:**

--	--	--

Name

Signature

Date



## Classified Employee Evaluation Rubric (Click [HERE](#) to return to the EVALUATION)

**Some expectations in some categories may not apply to all CSEA classified staff**

<b>Performance Area</b> (See Rating 2 for Baseline Expectations)	<b>RATING 1</b> Meets and Regularly Exceeds Expectations	<b>RATING 2</b> Meets Expectations	<b>RATING 3</b> Partially Meets Expectation	<b>RATING 4</b> Needs Improvement
<b>1 Quality &amp; Knowledge of Work</b>	<ul style="list-style-type: none"> <li>Provides above average work quality and performance</li> <li>Understands all phases of work with little or no coaching.</li> <li>Anticipates needs of supervisor and coworkers.</li> </ul>	<p>Demonstrates a working knowledge of required tasks and performs them with accuracy and thoroughness. Displays a commitment to excellence.</p> <p>Applies feedback to improve performance.</p> <p>Monitors own work to ensure quality.</p> <p>Is able to easily follow direction from supervisor.</p>	<p>Sufficient knowledge and skills to perform job to the minimum expectations.</p> <p>Requires some repeated instruction &amp; explanation.</p>	<p>Lacks knowledge and skills to perform duties.</p> <p>Requires constant instruction &amp; explanation.</p> <p>Requires regular oversight to ensure work is completed.</p>
<b>2 Quantity &amp; Dependability of Work</b>	<p>Regularly completes tasks and meets deadlines in advance of schedule</p> <p>Initiates communication with supervisor regarding status of ongoing or unfinished projects.</p>	<p>Completes work in a timely manner and meets deadlines.</p> <p>Uses time effectively and is productive.</p> <p>Independently completes documents and reports accurately.</p> <p>Responds to all requests for information in a timely manner.</p>	<p>Generally completes tasks on time with some reminders needed.</p> <p>With supervision, can complete documents required by the district in a timely manner.</p>	<p>Assigned tasks and projects are regularly late or incomplete.</p> <p>Fails to submit documents or is late with document completion.</p>
<b>3 Professional Interactions &amp; Attitude</b>	<p>Differentiates between decisions that need administrator approval from those that are within the employee's role</p> <p>Initiates and responds to contact with supervising teacher or others by written or oral means</p> <p>Volunteers to assist others with work related tasks</p> <p>Works well with others, including coworkers, administration and students</p> <p>Exhibits fairness and understanding in regards to diversity.</p> <p>Demonstrates excellent interpersonal skills</p>	<p>Establishes and maintains effective work relations</p> <p>Offers assistance and support to co-workers.</p> <p>Creates a positive learning and working environment for all members of the district community including awareness and understanding of diversity.</p> <p>Is able to follow the chain of command when communicating with coworkers, teachers, other professional staff and administration.</p> <p>Implements all school and district guidelines for confidentiality.</p>	<p>Follows supervisor's directions when asked.</p> <p>Inconsistently responds to written or verbal requests for information.</p> <p>Cooperates with others when required.</p> <p>Limited interpersonal skills.</p>	<p>Disregards supervisor's directions.</p> <p>Ignores requests by supervisors or others for written or verbal information.</p> <p>Makes demeaning, critical or condescending remarks.</p> <p>Is insensitive to diversity.</p> <p>Does not work well with others</p> <p>Uses negative tone of voice, inappropriate volume and pitch when speaking.</p> <p>Indiscreet disclosure of personal information</p> <p>Ignores violations of law or school policy and rules</p>

<b>4 Attendance</b>	Rarely misses work. Gives administration advanced written notice when absence is anticipated. Follows all protocol for absences.	Attends work regularly and observes work hours. Informs administration of absence in a timely manner. Arrives prepared to start work on time.	Follows sub-line and/or emergency absentee procedures when reminded Sometimes arrives to work late.	Fails to notify administration of tardiness or absence. Frequently arrives to work late or leaves early.
<b>5 Initiative</b>	Anticipates new ideas and assists where needed. Suggests solutions and ideas to supervisor/administration. Volunteers for unanticipated assignments. Engages in unplanned activities when schedule is unexpectedly open. Asks questions to improve job performance or secure resources.	Understands and accepts new situations. Performs well with minimal instruction. Makes sound decisions in the absence of detailed instructions or direct supervision. Keeps supervisor informed of the status of assigned work.	Sometimes appears indifferent towards work assignments. Make improvements only when directed. When given direction, accepts unanticipated scheduled assignment. Upon request will assist students, co-workers and supervisors.	Carries out tasks half-heartedly or reluctantly. Disregards supervisor's suggestions or requires continual monitoring. Is unavailable for reassignment when schedule is unexpectedly open. Refuses or argues about reassignment. Displays negative attitude toward assisting others.
<b>6 Professional Growth</b>	Attends all training offered by district or school. Independently furthers education through courses or conferences.	Attends training offered by district or school. Demonstrates interest in expanding skill set for the job.	Attends some training when required by administration. Little interest in expanding skills beyond basics needed for the job.	Does not attend training or other in-service opportunities.
<b>7 Lead Work &amp; Coordination (if applicable)</b>	Anticipates the requirements of the position in a well organized manner. Easily guides work toward achieving goals and objectives ahead of schedule Is in regular communication with manager/s.	Fulfills lead responsibilities through scheduling employees' work, monitoring the accomplishments of day to day work in accordance with established goals and objectives, and reporting any attendance and/or other concerns to the manager/s in a timely manner.	Is somewhat disorganized. Sometimes forgets to follow up with employees under their direction. Does not communicate with manager/s in a timely manner..	Fails to fulfill lead responsibilities. Does not monitor goal or objective accomplishments. Does not report concerns to manager/s.
<b>8 Overall Evaluation</b>	Performance is excellent overall in most categories	Performing at above average in most categories	Performing to minimum required in most categories	Substandard/unacceptable performance, requires immediate improvement

## Appendix G CSEA Dental/Vision Opt Out Form

As part of the 2022-2023 collective bargaining agreement between CSEA and MTA, dental and vision coverage was added for employees who work 24 hours or more weekly.

Part time employees have the equivalent of their FTE percentage paid for by the District and be responsible for the remaining cost. For example, if an employee works 25 hours weekly, the district covers 62.5% of the cost of dental and vision and the employee covers the remainder. The amount is deducted from each paycheck.

If you prefer to opt out of dental and vision coverage, please complete the form below and return to Lisa Crouch.

\*\*\*\*\*

Name \_\_\_\_\_ School \_\_\_\_\_

I would like to opt out of dental and vision coverage through MSD. I understand that I will be able to add this coverage again only if I experience a qualifying event.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date