

**TENTATIVE AGREEMENT  
BETWEEN  
RAVENSWOOD CITY SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 303**

June 20, 2019

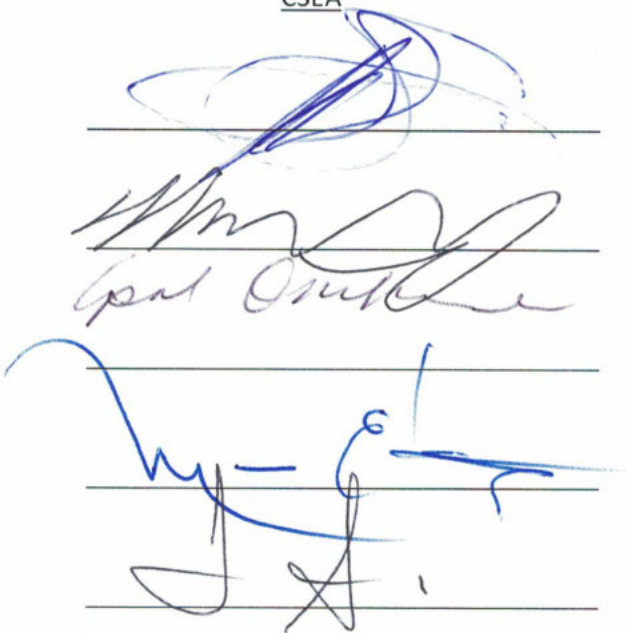
This Tentative Agreement settles and completes successor contract negotiations for the July 1, 2014 – June 30, 2017 collective bargaining agreement and establishes a new contract term from July 1, 2019, through June 30, 2022. The following articles and MOUs are included in this agreement and attached to this document:

• Article 1 – Preamble and Recognition	• Article 11 – Holidays
• Article 2 – Organizational Rights	• Article 12 – Leaves
• Article 3 – Job Steward	• Article 13 – Evaluation
• Article 4 – Grievance Procedure	• Article 14 – Safety
• Article 5 – Hours and Overtime	• Article 15 – Classification, Reclassification and Abolition of Positions
• Article 6 – Wages and Benefits	• Article 16 – Layoffs
• Article 7 – Professional Growth Program	• Article 17 – Disciplinary Action
• Article 8 – Career Ladder for Instructional Aides	• Article 18 – Miscellaneous Provisions
• Article 9 – Transfers	• Appendix - 2018-19 Salary Increase MOU
• Article 10 – Vacation	• Appendix – Revised salary Schedules (2018-19 & 2019-20)
	• Appendix – Historical Bargaining Unit Classification List

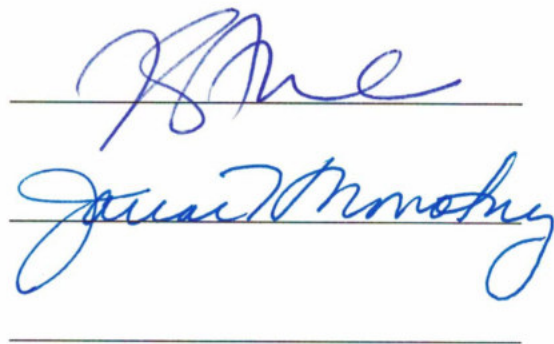
This Agreement shall take effect on the date approved by the Governing Board, which will occur only after ratification by CSEA, except as specifically described in any article, and shall remain in full force and effect, up to and including June 30, 2022.

CSEA

RCSD



Three handwritten signatures in blue ink are present on the CSEA side of the document. The first signature is at the top, followed by two more below it, all written over horizontal lines.



Two handwritten signatures in blue ink are present on the RCSD side of the document. The first signature is at the top, followed by a second signature below it, both written over horizontal lines.

**RAVENSWOOD CITY SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #303  
TENTATIVE AGREEMENT**

**ARTICLE 1: PREAMBLE AND RECOGNITION**



- 1.1 This agreement is signed and entered into ~~this 30th day of June, 2008~~[date], by and between RAVENSWOOD CITY SCHOOL DISTRICT, ~~hereinafter referred to as the~~ ("District"), and the RAVENSWOOD CHAPTER #303, an affiliate of CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, ~~hereinafter referred to as~~ ("CSEA").
- 1.2 CSEA is the exclusive representative for all those ~~positions in the bargaining unit~~ classifications as listed in the PERB Certification certification dated July 19, 1977. CSEA and the District recognize that classifications have been added to the bargaining unit and classifications have fallen out of use by the District subsequent to the PERB certification. The CSEA bargaining unit salary schedule, attached as Appendix, list the bargaining unit classifications as of the effective date of the Agreement.

~~Pursuant to the rules of PERB, all current bargaining unit classifications, except those that are lawfully designated by the Board of Education as management, confidential, or supervisory, shall be assigned to the bargaining unit. Should other classifications be established during the terms of this Agreement, they shall be added to the unit. The bargaining unit classifications are listed in PERB certification letter dated July 19, 1977. The District further recognizes CSEA as the exclusive bargaining representative for all newly created classified positions, except those that are management, confidential or supervisory. Prior to adding a classification to the bargaining unit, the District shall notify the CSEA Chapter President and provide CSEA with an opportunity to negotiate the applicable effects. Disputed cases shall be submitted to PERB- for resolution.~~

~~The Association~~CSEA shall exclusively represent the classified bargaining unit employees in their employment relations with the District. No other group, or organization, or representative thereof shall be recognized or permitted to engage on behalf of any classified employee included in the bargaining unit in any activities concerning wages, hours, or terms and conditions of employment.

1.3 All section titles in this Agreement are descriptive only and have no meaning in regard to the interpretation of the sections.

FOR CSEA:

  
  
Capt. J. O'Brien  
L. S.

FOR THE DISTRICT:

Steven J. Eichman  
Janet W. Wroble  
H. M. C.

RAVENSWOOD CITY SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #303  
TENTATIVE AGREEMENT

ARTICLE 2: ORGANIZATIONAL GIFTS RIGHTS

2.1. CSEA Rights

CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement, provided the exercise of such rights does not interfere with the normal operations of the District and work responsibilities of the employees:

2.1.1 Access

~~The right of access at reasonable non-work times such as rest and lunch breaks and before and after work, to areas in which a unit member works. Upon request, the appropriate supervisor(s) may authorize a CSEA representative to meet with an employee during worktime.~~

Pursuant to Government code 3543.1(b), CSEA shall have the right of access at reasonable times to areas in which a unit member works. The CSEA Chapter President or Labor Relations Representative shall provide reasonable notice to the District prior to its representatives visiting school sites during the work day for the purposes of union business. CSEA representatives visiting school sites during the work day shall not interfere with assigned duties of the unit members.

In situations where CSEA wishes to meet privately with a unit member at their site during the unit member's work day, the CSEA Chapter President, Labor Relations Representative or the unit member shall request that the site Supervisor release the unit member for the meeting. These requests shall be made with as much advance notice as possible. In determining whether the release request is approved, the Supervisor will take into account the impact on the workplace and whether coverage for the unit member is necessary and available. If the Supervisor determines that the unit member cannot be released, an alternate meeting time shall be scheduled. Supervisors shall not unreasonably deny release requests.

CSEA shall not be required to provide notice when visiting school sites to represent a unit members in matters where the unit member has a legal or contractual right to union representation.



### 2.1.2 Communication

The right ~~of to~~ use without charge District institutional bulletin boards, mailboxes, and other District means of communications subject to reasonable regulation.

### 2.1.3 Use of Facilities

The right ~~of to~~ use without charge District facilities and buildings at reasonable times for purposes of exercising rights under the EERA.

### 2.1.4 Personnel Files

The right to review unit member's personnel files subject to ~~Section Article 13.6 herein~~ and any other records dealing with unit members which may be used in a disciplinary hearing, when accompanied by the unit member or on presentation of a signed District authorization form which extends the unit member's authorization to no more than five (5) days from the date of signing.

### 2.1.5 Seniority Roster

The right to be supplied with a complete ~~"length of service"~~ date of hire seniority roster of all bargaining unit employees within two (2) weeks of the effective date of this Agreement, and, as needed by CSEA to represent employees in matters relative to wages, hours and other terms and conditions of employment (i.e., layoffs).

### 2.1.6 Necessary Information

Upon request, the District will provide to CSEA copies of information which is necessary and relevant for negotiations and contract administration, ~~and which is part of the District's "good faith" obligations;~~ provided, however, that such information is reasonably obtainable, is not confidential in nature, and does not consist of a work-product prepared for negotiations or for contract administration.

### 2.1.7 Board Materials

The right to receive two (2) copies of at the time of public submission to the Board ~~two (2) copies of~~ the Board agenda, minutes, and any non-confidential budget or financial materials. This requirement shall be satisfied by notifying the CSEA President and CSEA Labor Relations Representative by email that the Board agenda and related public materials have been posted on the District website are ready and can be picked up at the Superintendent's Office during normal working hours.

~~that the material is ready and can be picked up at the Superintendent's Office during normal working hours.~~

~~A copy of the agenda shall be mailed in a timely manner to the Field Representative, CSEA, 690 Saratoga Avenue, Suite 1/100, San Jose, CA 95129-2073.~~

#### 2.1.8 Release Time

CSEA shall be granted a total of ~~16 work days~~ 120 hours per year of the Agreement (July - June) for the purpose of allowing its officers Site Representatives or Job Stewards to participate in the Association's normal business activities as designated and approved in writing to the District by the Chapter President. Except in cases of emergency, the CSEA shall provide written notification three (3) days in advance to the ~~Superintendent~~ Director of Human Resources or designee the names of the officer(s) Site Representatives or Job Stewards who will be utilizing said leave and the designated purpose. With the exception of Voting Ratification Release Time, each bargaining unit member utilizing release time provided in this Agreement shall record it on the appropriate form provided by the District.

##### 2.1.8.1 Conference Release Time

The District will provide paid release time and substitutes, if necessary for up to two (2) delegates to attend the Association's annual conference. These days are not to be taken from the 16 days of release time as currently stated in the contract in Article 2.1.8.

##### 2.1.8.2 Voting/Ratification Release Time

The District shall provide release time to all CSEA members to attend and vote on the ratification of any new contract or agreement between the Association and the District. (Please ~~note~~ ratification-Ratification meetings are held between 4:30 and 5:30 p.m.). ~~Persons~~ Unit members from the second shift may attend.

##### 2.1.8.3 Employer Employee Relations Meetings

~~The Superintendent or designee, and the representatives of the Association shall meet, upon request of the Association or the Superintendent, at a mutually agreeable time(s) to discuss matters that may be of concern either party. The purpose of this meeting is to provide an opportunity for consultation and is not intended as a substitute for the negotiations process.~~

#### 2.1.9 Representation

Any bargaining unit member shall have the right to have ~~any one representative of the employee's choice in any disciplinary matter.~~ CSEA representation in any matter that the unit member has a legal right to union representation. Any Job Steward, as determined by the CSEA, shall be eligible to represent union members; however, depending on the nature of the matter, at CSEA's discretion, the Labor Relations Representative may directly represent members (in lieu of a Job Steward.)

#### 2.1.10 Employer Employee Relations Meetings

The Superintendent or designee, and the representatives of the Association shall meet, upon request of the Association or the Superintendent, at a mutually agreeable time(s) to discuss matters that may be of concern either party. The purpose of this meeting is to provide an opportunity for consultation and is not intended as a substitute for the negotiations process. Reasonable paid release time will be provided by the District to Association representatives for the purposes of attending these meetings. This release time shall not be deducted from any release time contained elsewhere in this Agreement.

#### 2.2 Distribution of Contract—CSEA Agrees to Type the Agreement

Within thirty (30) days after the execution of this Agreement, the District shall ~~print or duplicate and~~ provide without charge a copy of this Agreement to every employee in the bargaining unit.—, and shall provide 15 hard copies of the Agreement to the CSEA Chapter #303 President. Any employee who becomes a member of the bargaining unit after the execution of this Agreement shall be provided a copy of this Agreement without charge, along with a copy of any written changes agreed to by the parties to this Agreement. The Agreement and any subsequent ~~changes~~ memoranda of understanding and side letters shall be posted on the District website.

#### 2.3 Organizational Security Dues Deduction

2.3.1 As required by Education Code Section 45168, the District shall honor employees' ~~voluntary~~ revocable written authorizations for CSEA dues and related deductions from bargaining unit employee salaries or wages.

2.3.2 The District shall rely on a written certification from CSEA requesting a deduction of CSEA dues and other related fees from employees' salaries or wages.

2.3.3 CSEA certifies that ~~confirming that~~ CSEA has and will maintain individual signed employee authorizations affirmatively consenting to authorizing CSEA dues and related deductions that meet the requirements of state and federal law; CSEA shall not be required to provide a copy of individual employee written authorizations to the District unless a dispute arises about the existence or terms of the written authorization. To the full extent authorized by Education Code Section 45168, CSEA shall indemnify the District for any claims made by any

bargaining unit employee for deductions made in reliance on CSEA's notification to the District.

- 2.3.4 Based on the certification from CSEA described above, the District shall deduct, monthly, the amount of CSEA regular and periodic dues and fees, and any special membership assessments as specified by CSEA.

The deductions, together with a written statement of the names and amounts deducted, shall be forwarded promptly by the District to a CSEA officerrepresentative who is designated in writing by the CSEA Labor Relations Representative as the person authorized to receive such funds, at the address specified. The parties acknowledge that as of February 12, 2019, the District is currently submitting the information described in this sub-section to CSEA. The District need not make any changes unless notified, in writing, by the Labor Relations Representative.

The District shall provide CSEA with a list of newly hired unit members as required by Article 2.4.

The unit member's earnings must be sufficient, after all other required deductions are made, to cover the amount of deductions authorized above. When a unit member is in status for an entire pay period, no withholdings will be made to cover that pay period. If a unit member is in status during a part of the pay period, and that unit member's salary is not sufficient to cover the full withholding, the District shall not deduct CSEA dues. All other required deductions have priority over the CSEA dues and deduction.

- 2.3.5 CSEA shall provide the District with notification of any increases in CSEA deductions in sufficient time before the effective date of the increase to allow the District to implement the payroll deduction changes and shall provide the District with a copy of the notification of the increase that has been sent to all concerned employees.

2.3.26 Change Or Cancellation of Deductions

2.3.6.1 Dues deductions may be revoked only pursuant to the terms of the employee's signed written CSEA authorization form. The District shall direct to the CSEA Labor Relations Representative all employee requests or inquiries regarding changes or cancellations of payroll deductions for CSEA. to cancel or change deductions CSEA shall be responsible for processing these requests.

2.3.6.2 CSEA will promptly notify the District of any changes or cancellations to an employee's authorized deductions. As required by

applicable state law, the District shall rely on information provided by CSEA regarding whether deductions for the union were properly canceled or changed, to cancel or change authorizations, and to the full extent authorized by Education Code Section 45168, CSEA shall indemnify the District for any claims made by any bargaining unit employee for deductions made in reliance on that information.

2.3.6.3 The District shall not interfere with the terms of any agreement between CSEA and an employee with regard to CSEA membership, including, but not limited to automatic renewals and revocation window periods. Furthermore, the District shall remain neutral regarding an employees decision to belong to CSEA. All unit member inquiries to the District regarding CSEA membership and anything covered in this Article 2.3 shall be directed to the CSEA Labor Relations Representative.

#### 2.3.1 Check Off

~~CSEA shall have the sole and exclusive right to have membership dues, initiation and service fees deducted for employees in the bargaining unit by the District. The District shall, upon appropriate written authorization from any employee, deducted and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs jointly approved by CSEA and the District. The District shall pay all sums so deducted to the designated payee within fifteen (15) days of the deduction.~~

#### 2.3.2 Dues Deduction

~~The District shall deduct in accordance with the CSEA dues and service fee schedule, dues from the wages of all employees who are members of CSEA on the date of the execution of this Agreement, and who have submitted dues authorization forms to the District. The District shall deduct the initiation fee and dues in accordance with the dues and service fee schedule, from the wages of each employee who, after the date of execution of this Agreement, becomes a member of CSEA and who submit to the District a dues authorization form.~~

~~The District shall immediately notify CSEA in writing if any member revokes a dues authorization.~~

#### 2.3.3 Service Fee

~~CSEA and the District agree that each employee in the bargaining unit should contribute equally toward the cost of administration of this Agreement by CSEA for the representation of employees in the bargaining unit by CSEA.~~



~~Employees in the bargaining unit who are not members of CSEA on the effective date of this Agreement and employees who hereafter come into the bargaining unit shall, as a condition of continued employment, either within thirty (30) days of the date of this Agreement or their initial employment apply for membership and execute an authorization for dues deduction on a form provided by CSEA.~~

~~However, nothing contained herein shall prohibit an employee from paying dues or service fees directly to CSEA. In the event that an employee revokes a dues or service fee authorization or fails to make arrangements with the CSEA for the direct payment of service fees, the District shall deduct service fees until such time as CSEA notifies the District that arrangements have been made for the payment of such fees.~~

#### 2.3.4 Religious Objection

~~Any employee covered by this Agreement who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, shall not be required to join, maintain membership in or financially support any employee organization, as a condition of continued employment, except that once such employee has submitted to CSEA which proves proof that he/she sincerely holds such beliefs will be required, in lieu of a service fee, to pay sums equal to such service fee either to a non-religious, non-labor organization, charitable fund exempt from taxation under Section 501 (d) (3) of Title 26 of the Internal Revenue Code, chosen by such employee from the following:~~

- ~~1. American Cancer Society~~
- ~~2. American Heart Association~~
- ~~3. CSEA Scholarship Fund, Chapter 303~~
- ~~4. Sickle Cell Anemia Foundation~~

#### 2.3.5 Deduction/Payment of Charitable Contributions and Charges for Representation

~~Evident that such an An employee who belongs to a religious body described herein above shall, within thirty (30) days of the date of this Agreement, or initial employment, present proof to CSEA that he/she are the employee is a member of such religious body and shall execute a written authorization for the payroll deduction in an amount equal to the service fee payable to one of the four (4) organizations listed under this section of the Agreement above, or in the alternative, such the employee shall provide proof to the District that such payments have been made on an annual basis as a condition of continued exemption from the requirement of~~




~~financial support to the exclusive representative. If such an employee who holds conscientious objections pursuant to this section requests the employee organization CSEA to use the grievance procedure or arbitration procedure on the employee's behalf, the employee organization CSEA is authorized to charge the employee for the reasonable cost of using such the procedure.~~

2.3.6 — Hold Harmless Clause

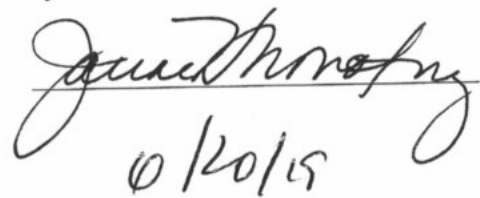
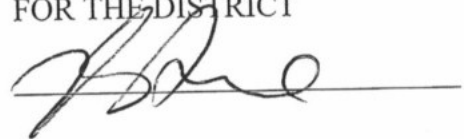
~~CSEA shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any other action arising from the organizational security provisions contained herein in Article 2.~~

FOR CSEA



6/20/19

FOR THE DISTRICT



6/20/19

## SIDE LETTER OF AGREEMENT

### BETWEEN RAVENSWOOD CITY SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #303

#### NEW EMPLOYEE ORIENTATION

Pursuant to the good faith negotiations between the California School Employees Association and its chapter 303 ("CSEA") and the Ravenswood City School District ("District"), together referred to as "the parties", hereby agree to the following side letter to implement Government Code section 3555-3559 (AB119— 2017).

The parties hereby agree to implement this side letter, effective July 1, 2018. This side letter shall be implemented into the parties' collective bargaining agreement ("CBA") as a new article 2.4, commencing with the next revision of the CBA.

#### AGREEMENT

New Article 2.4:

#### 2.4 Access to New Employee Orientations and Unit Member Information

The purpose of this Article 2.4 is to implement Government Code Sections 3555-3559.

##### 2.4.1 Definitions

For purposes of this Article 2.4, "newly hired employee," "new hire" or "new employee" means any CSEA bargaining unit member, whether permanent, full-time, part-time, hired by the District and who is still employed as of the date of a new employee orientation addressed in this agreement, including previously hired employees.

##### 2.4.2 Release Time for New Employee Orientation Meetings

The Association President or unit member designee shall receive thirty (30) minutes of paid time to conduct each CSEA orientation meeting scheduled as described in 2.4.3, plus reasonable paid time, if needed, to travel from the Association President or designee's assigned work site to the orientation meeting. Each new employee also will be paid or released from work with pay to attend a scheduled new employee orientation meeting. This is in addition to release time already provided in Article 2.

##### 2.4.3 Group New Employee Orientations

2.4.3.1 Group new employee orientations will be held once a month if new bargaining unit members have been hired since the last group orientation. The District and CSEA agree that new employee orientations will be held at 2:45 p.m. on the third Wednesday of the month, September through May, that is a District work day. Additional new employee orientations may be held on other mutually agreed to dates, as necessary. The District shall notify each newly hired bargaining unit member of the time, date and location of the new employee orientation meeting they are required to attend and that they will be paid to attend. CSEA shall have 30 minutes at each group new employee new orientation meeting, and District managers shall not be present during CSEA's portion of the meeting.

Unit Members hired in the months of June, July and August shall attend the September orientation meeting.

2.4.4

"Welcome Back" Work Day Meeting

The District will provide an opportunity during the District "welcome back" work day prior to the first day of school for CSEA to hold a meeting of no more than 30 minutes with bargaining unit members for CSEA purposes. District managers shall not be present during CSEA's portion of the meeting.

2.4.5

Unit Member Information

2.4.5.1 Within five (5) working days of each regular Governing Board meeting, the District shall provide CSEA with a list of names and contact information for any newly hired unit members.

2.4.5.2 The District will provide CSEA with a list of all unit member names and contact information on the last working day of September, January, and May.

2.4.5.3 The information will be provided to CSEA electronically in Excel spreadsheet format (or other mutually agreeable spreadsheet format) and shall be transmitted to CSEA via secure FTP site, hosted by CSEA (or by email if FTP service is unavailable). Monthly information shall be provided in its own separate spreadsheet for that month.

2.4.5.4 The contact information provided by the District shall include the following information, with each section in its own column of the spreadsheet (if it has been provided to the District by the unit member).

Sections:

First name;

Middle initial;

Last name;

Suffix (e.g. Jr., III);

Job title;

Department;

Primary worksite name;

Work telephone number;

Home street address including apartment number,

City;

State;

Zip code (5 or 9 digits);

Home telephone number (10 digits);

Personal cellular telephone number (10 digits);

Personal email address on file with the District;

Birthdate;

Hire date;

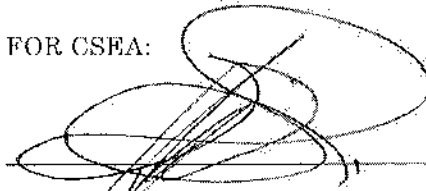
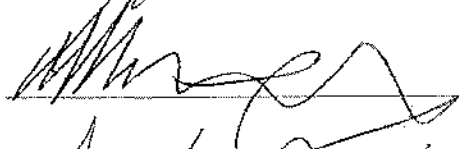
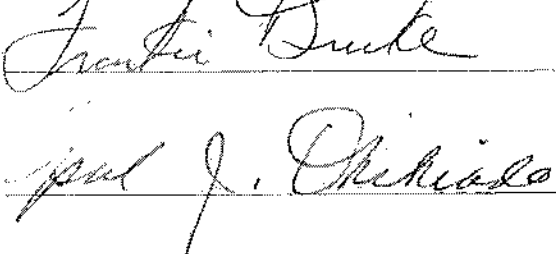
CalPERS status (y/n);

Employee identification number.

2.4.5 Grievability

This Article 2.4 is grievable by CSEA only, pursuant to Article 4.


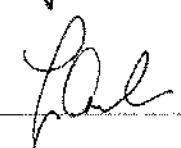
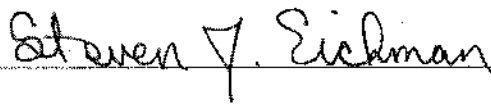
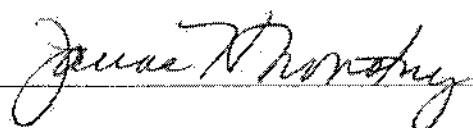
FOR CSEA:

  
  
Frankie Duarte  
  
Paul J. Chikiaso

Date:

7/2/18

FOR THE DISTRICT:

  
  
Paul  
  
Steven V. Eickman  
  
James V. Anthony

Date:

7/2/2018

RAVENSWOOD CITY SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #303  
TENTATIVE AGREEMENT

ARTICLE 3: JOB STEWARD

The District responds to CSEA's July 2, 2018 proposal and proposes the following modifications to Article 3:

3.1 Purpose and Authority

CSEA may appoint job stewards at each of the District's major work sites, i.e., each school site, maintenance yard, and District Office, ~~and the Children's Development Center.~~ The primary function of job stewards is to assist in the solving of grievances at the lowest possible level. Job stewards are authorized to represent bargaining unit members relative to rights afforded under this Agreement.

3.2 Notification

CSEA shall periodically notify the District in writing of the names and site responsibilities of current job stewards, ~~within thirty (30) days after their election/appointment.~~

3.3 Release Time

Job Stewards shall receive reasonable release time to represent bargaining unit members relative to rights afforded under this Agreement and the law regarding their employment. Release time provided under this Article 3.3 is exclusive of other release time provided under this Agreement.

3.34 Duties Procedures

3.34.1 Designated CSEA Job Stewards will be permitted to leave work during reasonable times to represent bargaining unit members regarding their rights under this Agreement; however, if the supervisor determines that an adequate level of service cannot be maintained at the time requested, appropriate District supervisors/administrators will cooperate to schedule another time as soon as practicable. Job Steward release time shall not be unreasonably denied.

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STE TJS  
KSS  
gn

P

~~4The A job stewards steward shall obtain permission from his/herthe job steward's supervisor prior to assisting with the investigation, preparation, writing and presentation of a grievance.~~

3.34.3 A job steward shall promptly record on the District CSEA release time form all release time provided to represent bargaining unit members relative to rights afforded under this Agreement, e.g., investigating, preparing, writing and presenting a grievance, representing a unit member in grievance and discipline meetings with management.

### 3.45 CAL-OSHA

A job steward shall have the right to accompany a CAL-OSHA representative conducting a safety inspection of any area, or department, and division included within his site assignment.

~~3.5 Authority afforded under this Agreement.~~

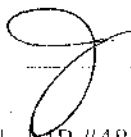
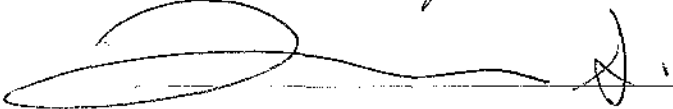
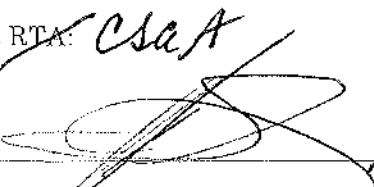
~~3.5 Authority~~

~~The job steward shall have the authority to represent bargaining unit members relative to rights afforded under this agreement.~~

~~3.5 "Job Steward" Includes "Chapter #303 Officer~~

~~For purposes of this Article, "Job Steward" includes CSEA Chapter #303 officers as well as bargaining unit employees designated as "Job Stewards" by CSEA Chapter #303.~~


FOR RTA:



FOR THE DISTRICT:



Steven J. Eickman





**RAVENSWOOD CITY SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #303  
CSEA COUNTER TO DISTRICT  
ARTICLE 4: GRIEVANCE PROCEDURE**

**4.1 Definition**

A grievance is defined as a complaint of any bargaining unit member(s) or CSEA involving the interpretation, application, or alleged violation of a specific provision(s) of this Agreement. It is the intent of the parties to equitably resolve grievances at the lowest possible administrative (immediate supervisor) level. It is the intention of the parties to encourage an atmosphere that is as informal and confidential as is possible in the resolution of grievances. Actions to challenge or change policies, regulations, or other matters outside this Agreement are not within the scope of this procedure, and review must be taken under the appropriate relevant complaint procedure in the Board Policy Manual.

**4.2 Procedure**

**4.2.1 Informal**

Initially, before filing a written grievance, the grievant(s) shall attempt to resolve the matter by an informal conference with his/her the grievant's immediate supervisor either directly or through the grievant's representative within twenty (20) working days following the act or omission giving rise to the grievance.

**4.2.2 Level 1- Immediate Supervisor**

- a. If the informal discussion does not resolve the grievance, the grievant(s) shall submit a statement of his/her the grievance in writing to his/her the grievant's immediate supervisor within twenty (20) ten (10) working days following the act or omission giving rise to the grievance date of the informal conference. This statement shall include the section of the Agreement alleged to have been violated; the circumstances on which the grievance is based; the persons involved; the decisions rendered at the informal conference; the remedy sought; and an outline of actions taken to adjust the grievance.

- b. Either the grievant or the immediate supervisor shall have the right to request a conference in order, to resolve the grievance. ~~Either party to the conference may bring an Association representative or conferee of his/her choice, provided reasonable prior notification is given.~~
- c. The immediate supervisor shall communicate his/hera decision to the grievant(s) and the Association in writing within ~~five (5)~~ten (10) working days after receiving the written grievance.

#### 4.2.3 Level II - Superintendent

If the grievance is not resolved at Level I, the grievant may appeal the decision within five (5) working days to the Superintendent or designee. The appeal shall include a copy of the original grievance, the decision rendered at Level I and a clear, concise statement of the reason for appeal. Within seven (7) working days, the Superintendent or designee shall meet with the grievant and CSEA representative to hear the grievance and shall give his/hera decision in writing to the grievant and CSEA within five (5) working days of the meeting.

#### 4.2.4 Level III - ~~Governing Board of~~ Binding Arbitration

If the grievant or CSEA is not satisfied with the decision rendered at Level II, within twenty (20) working days of the Level II response, the grievant may appeal the Level II decision within ten (10) working days to (a) the Board of Trustees directly, or (b) only CSEA may appeal the decision to Bbinding Aarbitration.

The written appeal shall include a copy of the original grievance, the decision rendered at Level II and a clear, concise statement of the reason for the appeal, and specific remedy sought.

##### a. ~~Appeal Directly to the Governing Board~~

~~The Governing Board shall schedule the matter for a hearing to be held generally within thirty (30) working days after the receipt of the appeal. Should the workload of the grievances be excessive, the Board shall notify the grievant and CSEA and establish additional days as necessary.~~

~~Within fifteen (15) working days after the hearing, the Board shall give its decision in writing to the grievant and CSEA which shall be final and binding on the grievant, and CSEA and not subject to further appeal.~~

h. a. Appeal to Binding Arbitration

~~If the grievant or CSEA is not satisfied with the decision rendered at Level II, he/she CSEA may appeal the decision in writing within ten (10) days of the Level II decision to Binding Arbitration.~~

~~CSEA and the grievant shall determine which grievance(s) precede to arbitration. The parties District and CSEA shall select a mutually acceptable arbitrator. In the event the parties are unable to agree on an arbitrator, within ten (10) twenty (20) working days of the submission of the grievance to arbitration, the arbitrator shall be selected from a list of five (5) names submitted by requested from the State Mediation and Conciliation Service. If the grievant CSEA and the District cannot agree upon and an arbitrator from the list, each party shall alternately strike a name after determining the first strike by lot until only one name remains. CSEA shall toss the coin.~~

~~b. The arbitrator shall conduct a hearing, at which both parties may present evidence and call witnesses. After concluding the hearing, the arbitrator shall prepare a written report listing the issues and the pertinent facts found at the hearing. After concluding the hearing, the arbitrator shall prepare an award a decision which shall consist of a statement if the issue(s) being submitted for decision, a summary of each party's position, a brief statement of the facts (including resolution of disputed facts), an opinion explaining why explanation of the reasons the grievance is either granted or denied, and an award that expressly denies the grievance or grants the grievance and orders a remedy the remedy, if any, ordered by the arbitrator.~~

c. The arbitrator's decision shall be sent to the Governing Board with copies to the grievant, CSEA, and Superintendent. The arbitrator shall not be empowered to make any decision amending, changing, subtracting from, or adding to the provisions of this Agreement.

d. The decision of the arbitrator will be final and binding.

4.2.5 Cost of Arbitration

~~The parties~~ CSEA and the District shall share the ~~equally~~ fees and expenses of the arbitrator and any other costs incurred at ~~his/her~~ the arbitrator's direction ~~equally~~. If ~~there are multiple~~ grievants, they ~~all shall be considered as one party for the purpose of sharing costs~~. Each party involved in the grievance shall act quickly so that the grievance may be resolved promptly.

#### 4.2.6 Miscellaneous Provisions

##### a. Time Limits

Every effort should be made to complete action within the time limits contained in the grievance procedure. Failure by the grievant or CSEA to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. Failure by the District to respond within the specified time limits shall render the grievance appealable to the next level. Such appeal shall be taken within the time limit specified for appeal to the next level. The time period shall begin to run on the day after the District decision should have been rendered. ~~Failure by the grievant to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.~~

##### b. Association Representation

The grievant shall be entitled to ~~request~~ representation by the Association at all levels of this procedure. In grievances where the Association does not represent the grievant, the District shall not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

##### c. CSEA/Union Grievances

Grievances may be filed by CSEA where the grievance involves more than one (1) employee or more than one (1) supervisor or if the grievance has a generalized effect on the CSEA bargaining unit. CSEA grievances shall be filed directly at Level II. To be timely, a CSEA grievance must be filed at Level II within the twenty (20) day time limit set forth in Section 4.2.2.1.

d. No Reprisals

No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

e. Records

No grievance shall be retained in the employee's personnel file. All documents, communications, and records dealing with processing of a grievance shall be filed separately from the personnel file of the employee.

f. Information

~~Upon request, all parties to the grievance shall make available all pertinent information not privileged under the law in its possession or control which is relevant to the issues raised by the grievance to other parties involved.~~


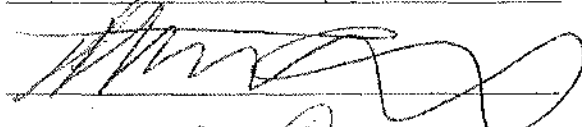
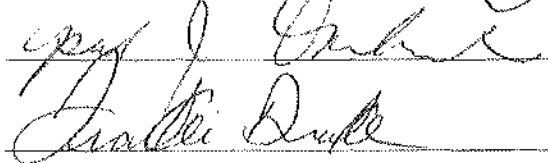
g-f. Release Time

One (1) representative of CSEA per grievance shall have the right to receive paid release time for the purpose of processing and attending grievance conferences with the District administration.

h. Resolution

Every effort will be made by the parties to settle grievances at the lowest possible level.

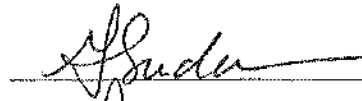
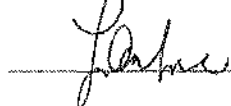
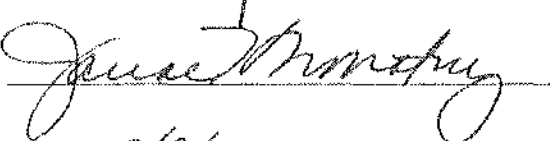
FOR CSEA:

Date:

7/2/18

FOR THE DISTRICT:

  
  
Steven Y. Eichman  


Date:

7/2/2018

12:32pm (TA)

June 20, 2019

RAVENSWOOD CITY SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #303  
TENTATIVE AGREEMENT

ARTICLE 5: HOURS AND OVERTIME

5.1 Work Week

The regular workweek for full-time employees shall consist of thirty seven and one-half (37-1/2) hours per week and five (5) consecutive days served in units of seven and one-half (7-1/2) hours, exclusive of lunch.

5.5.1 Part-Time

Unit members, who work less than the regular week and day as set forth in 5.1 above, shall be designated as part-time.

5.2 Work Day

The District shall establish the length and scheduling for the workday for each unit member together with the establishment for each classification a fixed, regular, and ascertainable minimum number of hours per day, days per week, and months per year. The workweek shall consist of not less than an average of three (3) hours per day for five (5) consecutive days. If the yard duty supervision classification is added to the bargaining unit, the work week for positions in the classification may consist of less than an average of three (3) hours per day and fewer than five (5) work days that may not be consecutive.

5.3 Work Assignment

5.3.1 The work assignment, including starting and ending times and work year for, unit members shall be set by Administration.

5.3.2 10-Month Assignment/186 Work DaysYear

The work year for bargaining unit members in the following classifications shall run concurrently with the teacher work year:

- After School Program Class Leader

MP #4829-8052-0774 v1

MP #4829-8052-0774 v2

MP #4829-8052-0774 v4

MP #4829-8052-0774 v7

MP #4829-8052-0774 v9



- Campus Relations Coordinator
- Child Nutrition and Education Manager
- Child Nutrition & Education Worker
- Driver/Operator
- Instructional Aide
- Occupational Therapist
- Paraeducator SPED
- Ravenswood Makerspace School Tinkerer
- School Health Aide
- School Support Staff
- Speech Language Pathologist
- Speech Language Pathologist Assistant
- Van Driver
- ~~Yard Duty. shall run concurrently with the work year for teachers, unless otherwise designated.~~

At the District's discretion, unit members or designated unit members shall attend two (2) sixty (60) minute staff meetings per month, which may run concurrently with certificated or other staff meetings, which shall be scheduled at the end of the instructional day. The District shall adjust affected unit members' work hours. The work hours will not be increased on the day of the staff meeting. Unit members shall be given at least three (3) days advance notice of staff meetings. ~~The work year for Parent Community Liaisons shall begin one (1) week before the beginning of instruction and end one (1) week after the end of instruction.~~

### 5.3.2 11-Month Assignment/208210 Work Days

The work year for bargaining unit members in the following classifications shall have a work year of 11 months/20810 work days:

- Administrative AssistantSecretary.
- School Office Manager.
- Bilingual Office Clerk.
- Translator/Interpreter
- Library Instructional Media Specialist, and
- After School Program Site Coordinator. ~~The work year for School Office Managers (Secretaries) may be extended, at the discretion of the District, up to the number of days required in order that the work year runs concurrently with the work year of the principal.~~

### 5.3.3 12-Month Assignment/2303 Work Days

The work year for bargaining unit members in the following classifications shall have a work year of 12 months/2303 work days:

- Accountant
- Administrative Secretary
- Audio Visual Technician
- Carpenter/General Maintenance
- Carpenter/General Maintenance/Locksmith
- Custodian – Day
- Custodian – Night
- Data Quality Support Technician
- Glazier General Maintenance
- Grounds Specialist - Gardner-General Maintenance
- Laborer
- Maintenance Electrician-General Maintenance
- Maintenance Mechanic
- Network Specialist
- Payroll Specialist
- Special Education Data Analyst
- Secretary II
- Sprinkler/Irrigation Mechanic
- Translator/Interpreter
- Warehouse Manager.

### 5.3.4 Calendar

In consultation with CSEA, the District shall annually prepare work calendars for all bargaining unit classifications showing the work days, non-work (unpaid) days and holidays. The 12-month/233 work days calendar shall also schedule three (3) days of bargaining unit member's vacation during the District winter break pursuant to Article 10.5.3.

If the District is interested in reducing or adding days to the work year beyond what is established in this section 5.3, it shall notify the CSEA Chapter President and CSEA Labor Relations Representative in writing of its proposal and upon CSEA's timely request, the parties shall negotiate the decision and its effects.

#### 5.43.1 Annual Statement

All employees shall receive an annual statement as per the following schedule and information:

September Paycheck: Classification, salary range and step and longevity step.

Two (2) weeks prior to the first day of each school year: Work site, work hours, and supervisor of record.

#### 5.45 Modified Work Week

A Tuesday through Saturday work schedule may be established for grounds and maintenance staff ~~with fewer than eight (8) years of seniority as of July 19, 1989.~~ If established, the option of this alternate schedule will be offered to employees according to seniority, based on date of hire starting with the most senior employee.

#### 5.56 Modified Work Day

A ten (10) hour, four (4) day per week work schedule may be established for specified classified positions, offered and accepted based on highest seniority but assigned from lowest to highest seniority.

#### 5.6 Part-Time

~~Unit members, who work less than the regular week and day as set forth in 5.1 above, shall be designated as part-time.~~

#### 5.67 Increase in Assigned Time

Any employee in the bargaining unit who is assigned by management to work a minimum of thirty (30) minutes per day in excess of ~~his or her~~ the employee's regular part-time assignment for a period of twenty (20) consecutive working days or more shall have ~~his/her~~ the employee's basic assignment changed to reflect the longer hours.

#### 5.78 Meal Periods

No fewer than thirty (30) minutes and no more than one hour of non-compensated lunch period shall be provided for all unit members who render service for more than four (4) consecutive hours. ~~Such~~ The lunch period shall be assigned by the appropriate supervisor and shall be scheduled as soon after the conclusion of four (4) hours of service as is possible close to the middle of the unit member's shift as is possible.

## 5.89 Rest Periods

A fifteen (15) minute duty-free paid rest period shall be provided to unit members for each three and three fourths (3-3/4) hours of service. The rest period shall be scheduled by the appropriate supervisor at or near the mid-point of each three and three-fourths (3-3/4) hour period of service. With the permission of the appropriate supervisor, unit members may leave the work site during their paid rest periods. In all other cases, Unit members shall remain at their work site during paid rest periods.

## 5.910 Overtime

### 5.910.1 Definition

Overtime is any assigned or verbally required time worked in excess of ~~eight (8)~~ seven and one-half (7 1/2) hours in any work day (24 hour period) or in excess of ~~forty (40)~~ thirty-seven and one-half (37 1/2) hours in a work week, exclusive of lunch.

~~Employees may work daily the additional thirty (30) minutes at the regular rate of pay after the regular seven and a half hour (7-1/2) day with the mutual written agreement of the employee, the Chief Business Officer Official or designee and the Superintendent or designee.~~

### 5.910.2 Authorization

~~Such time~~ Overtime must be specifically assigned and authorized by the immediate supervisor. ~~Bargaining unit members shall not work overtime unless the overtime is specifically assigned or verbally required by an appropriate supervisor.~~

### 5.910.3 Time Worked

The "time worked" shall include, for purposes of ~~computation~~ computing overtime, holidays, sick leave, vacation, compensatory time off, and other paid leaves.

### 5.910.4 Overtime/Sunday Compensation

Overtime as defined in ~~5.10.15~~ 5.910.1 through the twelfth (12<sup>th</sup>) hour of work shall be compensated at the rate of one and one-half ~~(1-11/2)~~ (1-1/2) times the regular rate of pay. Commencing with the thirteenth (13<sup>th</sup>) hour, overtime shall be paid at a rate of pay equal

to double the regular rate of pay. Assigned work on a Sunday assignment shall be compensated at the rate of time and one-half (1-1/2) for the first eight (8) hours and double-time commencing with the ninth (9<sup>th</sup>) hour of work.

#### 5.910.5 Part-Time Overtime

Regular part-time unit members shall receive pay at the overtime rate for work required in-on the sixth and-or seventh consecutive scheduled-day following the commencement of the work week.

#### 5.910.6 Holiday Rate

Unit members who are authorized to work on holidays as designated in the negotiated ~~school~~ District work calendar shall be compensated for the holiday plus the overtime rate.

#### 5.910.7 Opportunity for Overtime

The opportunity for overtime shall be equitably distributed by management within the work unit in accordance with the following factors: ~~S~~seniority preference within the department or school site concerned, availability of employees, rotation of overtime opportunity, and skill levels needed.

#### 5.910.8 Compensatory Time

A unit member shall have the option of receiving compensatory time in lieu of the overtime pay with the prior written authorization of the immediate supervisor and approval of the Superintendent. If compensatory time has not been taken by the unit member within eleven (11) months following the pay period within which the overtime was earned, the employee shall be paid pursuant to Section ~~5.10.4~~ 5.9.4.

### 5.1011 Special Provisions

#### 5.1011.1 Maximum Compensation for Overtime Call-Back Pay

Any unit member who is required by the District to work on a day when the unit member has not been scheduled, or any unit member called back to work after completion of a regular work day for that unit member, shall be entitled to a minimum of two (2) hours of compensation at the overtime rate.

## 5.4011.2 Shift Differential

Any regular full-time unit member who is assigned a major portion of a regular shift between the hours of 3:30 p.m. and 7:00 a.m. shall be compensated on the basis of a 6.5% pay differential. An employee receiving differential compensation on the basis of ~~his or her~~ the employee's regularly assigned shift shall not lose such compensation if ~~he or she is temporarily~~, for twenty (20) working days or less, assigned to a shift not entitled to such compensation. The regular rate of pay for all purposes ~~if for an employee assigned to shift differential compensation shall be the different~~ differential rate.

## 5.4011.3 Voting Time Off

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

## 5.4112 Summer School Period Provisions

### 5.4112.1 Assignment

When it is necessary to assign bargaining unit members who do not normally work during the summer period to serve during the summer school period, the assignment shall be made on the basis of District seniority and possession of requisite skills, experience and training for the summer program position. No bargaining unit employee shall be required to accept ~~such a summer school period~~ assignment. If the employee with the requisite skills, experience, training and greatest District seniority refuses the assignment it shall be offered to other employees with the appropriate classification and requisite skills, experience and training in descending order of District seniority until the summer program position is filled.

5.4112.1.1 The assignment of each paraeducator for summer school will first be given to the employee who has served the previous sixty (60) working days with the identified student. If that employee does not accept the assignment or no paraeducator has been working with the child for the previous sixty (60) working days, the provisions of Article ~~5.12.15.11.1~~ 5.12.15.11.1 apply.

#### 5.112.2 Compensation

An employee who accepts a summer ~~school-period~~ assignment in accordance with the provisions of this section shall receive, on a pro rata basis, no less than the compensation and benefits applicable to that classification during the regular academic year and in no event shall ~~his/her~~ compensation and benefits be less, on a pro rata basis, ~~that than~~ the compensation and benefits ~~he/she~~ the employee was receiving immediately prior to the commencement of the summer ~~school-period~~ assignment for an assignment in the same classification. No prorating of compensation and benefits shall be applied on any basis other than on the relationship which the number of hours assigned for summer ~~school~~-employment bears to the number of hours assigned to the employee during the regular August/September-June academic year.

#### 5.112.3 Paid Status

All hours assigned to an employee for a summer ~~school-period~~ assignment shall be considered "hours in paid status" for the purposes of this Agreement.



## MEMORANDUM OF UNDERSTANDING DISTRICT PROPOSAL 1

This Memorandum of Understanding is entered into by and between the Ravenswood City School District ("District") and the Ravenswood Chapter #303, an affiliate of the California School Employees Association ("Association"). The parties enter into this Memorandum of Understanding and hereby agree as follows:

1. — To create a new bargaining unit position of Instructional Aide — Special Education/Special Circumstances and adopt the job description for this new position as set forth in Exhibit A, attached hereto and incorporated herein.
2. — In addition to the "Qualification Requirements" set forth in Exhibit A, all Instructional Aide — Special Education/Special Circumstances are required to obtain and complete special training regarding the medical and physical needs of special education students of the District prior to commencement of employment with the District. The cost of said special training is the responsibility of the District.
3. — Upon submission of proof of completing special training, as set forth herein, the District will compensate the individual serving as an "Instructional Aide — Special Education/Special Circumstances" at the hourly rate of a paraeducator. On the condition that an employee subject to this Memorandum of Understanding has submitted proof of successful completion of the special training referenced in Paragraph 2, above, the employee will be entitled to a stipend of \$5.50 per each work day served as an "Instructional Aide — Special Education/Special Circumstances."
4. — The work day for Instructional Aide — Special Education/Special Circumstances shall be established by the District as provided for in sections 5.2 and 5.3 of the Agreement and may be as long as eight (8) hours per day if such time is required to complete the duties of this position.
5. — The District may eliminate the position of Instructional Aide — Special Education/Special Circumstances at such time it determines the need no longer exists for this position. Should this position be eliminated due to a lack of need, any individual in the position will be returned to the classification of paraeducator, if the employee previously held the position of paraeducator.
6. — In addition to those causes for disciplinary action, as set forth in section 17.2 of the Agreement, Instructional Aide — Special Education/Special Circumstances may be reassigned for unsatisfactory job performance endangering a student of the District.



7. ~~Instructional Aide—Special Education/Special Circumstances shall be evaluated at any time during the school year, due to the nature of the position and the possibility of year round service.~~

8. ~~Employees subject to this Memorandum of Understanding will be subject to Government Code sections 825 and 825.2, which relate to defense and indemnity of employees within the course and scope of their employment.~~

June 20, 2019

For CSEA

Gary S. ...  
S.S.

June 20, 2019

For the District

Jane ...

6/20/19

10-08-09

1A

June 20, 2019

**RAVENSWOOD CITY SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #303  
CSEA PROPOSAL TO RCSD**

**ARTICLE 6: WAGES & BENEFITS**

CSEA proposes the following modifications to Article 6:

**6.1 Wages**

6.1.1 Bargaining unit members shall be compensated according to the Salary Schedule attached as Appendix A. All employees will receive a seven percent (7%) salary increase for the 2014-2015 school year. Negotiations for compensation may be reopened by either party for the 2015-2016 school year and/or 2016-2017 school year.

6.1.2 Pursuant to the Memorandum of Understanding dated June 20, 2019 and included in this agreement as Appendix , Effective July 1, 2018, the 2015-2016 Salary Schedule shall be increased by two percent (2%) for all bargaining unit members who completed the 2018-2019 school year (from their date of employment if hired after the school year started).

6.1.3 Effective July 1, 2019, the 2018-2019 Salary Schedule shall be increased by five percent (5.5%).

6.1.4 Each bargaining unit member who completed the 2018-2019 school year (from the unit member's date of employment if hired after the school year started) and returns to the District for the 2019-2020 school year shall receive a one-time, off-the-salary schedule payment of \$2,000, payment issued in September 2019.

**6.2 Benefits**

6.2.1 Eligibility

The District shall pay the benefits of all employees. All bargaining unit members working four (4) hours per day or more and their dependents per CalPERS criteria are eligible for District offered benefit programs. The District may offer the following insurance coverage:

1. Medical Insurance Blue Shield - CalPERS

~~PERS Choice PERS Care~~

~~Kaiser Permanente CalPERS~~

2. ~~Dental Insurance~~

~~Delta Dental 7038~~

~~American Fidelity~~

3. ~~6.2.1 The District shall offer Long-term Disability Insurance options through American Fidelity. If a unit member chooses to purchase a policy, upon the unit member's written authorization, the District shall deduct any applicable plan premiums from the unit member's paycheck and remit to American Fidelity. (for full time bargaining unit members without dependents.)~~

6.2.1 ~~Contribution Levels~~

6.2.2 ~~Hospitalization and Medical Care~~

The District provides CalPERS medical program benefits to active bargaining unit members and retirees in accordance with the Public Employees' Medical and Hospital Care Act ("PEMHCA").

6.2.2.1 Basic District Contribution

For all bargaining unit employees and retirees, the District pays the PEMHCA statutory minimum as determined by CalPERS under Government Code Section 22892.

6.2.2.2 Supplemental District Contribution

In addition to the basic District contribution, effective July 1, 2019 the District shall contribute a supplemental amount toward medical insurance premiums for eligible bargaining unit members which when added to the PEMHCA statutory minimum shall be equal to As provided in Article 6.2 the District's contribution level for each eligible unit member for health coverage shall not exceed 90%100% of the CalPERS employee only Bay Area single payer Kaiser rate each year. Each unit member's contribution toward the CalPERS single payer Kaiser rate each year shall be 10%. Unit member(s) who desire health insurance or health

insurance coverage in excess of the ~~single-payer Kaiser rate~~District's contribution will pay any additional premiums or costs associated with such additional or excess coverage or benefits through automatic payroll deduction.

#### 6.2.3 Dental Insurance

The District shall pay the full ~~amount of the premium~~ cost of dental and life insurance coverage (Delta Dental) for all eligible bargaining unit members ~~provided under Article 6.2 of the Agreement throughout the term of the Agreement~~. All eligible unit members must participate in dental insurance. Any changes to the Dental Insurance plan benefits shall be negotiated with CSEA. The benefit cap for dental may be increased from \$1,000 to \$2,000 provided that the unit member pays the increased premium and authorizes a salary deduction for payment of the increase in premium resulting from raising the benefit cap for dental. All unit members must participate.

#### 6.2.4 Life Insurance

The District shall provide, at no cost to the employee, life insurance for each eligible bargaining unit member in the amount of \$50,000.

~~6.2.5 The District shall have the right to substitute and/or add or delete health care providers during the term of the Agreement provided that such substitute coverage is substantially similar to the coverage provided by current providers. The District shall have the right to offer additional coverage subject to the approval of CSEA.~~

#### 6.2.6 Retiree Health Benefits

Unit members who retire and are eligible for health benefits at the time of their retirement shall be entitled to District paid medical coverage for a single individual up to the current District cap for single coverage, for five (5) years or until age 65, whichever comes first. This provision shall only apply to unit members who are eligible for the District contribution to paid health benefits at the time of their retirement, and is subject to all applicable CalPERS/PEMHCA requirements. ~~Contract to meet current criteria as listed under CalPERS.~~

#### 6.2.3 Insurance Advisory Committee

~~An advisory committee shall be established' consisting of representatives of all interested employee groups. This committee will research alternate insurance programs and report the results of these findings to all employee groups and the District superintendent.~~

#### 6.2.7 Notification of Changes

Within ten (10) days after the District receives any notice regarding any and all changes in health benefit plans or costs, all employees will be notified.

#### 6.3 Mileage Allowance

When a unit member secures advance written authorization from the appropriate supervisor to use the unit member's vehicle on approved District business, the unit member shall be reimbursed for such usage at the IRS approved rate per mile. Prior to authorization being granted for use of a private vehicle for District purposes, and prior to any eligibility for mileage reimbursement, the unit member must provide to the Business Office proof of private liability insurance in the form of an affidavit, ~~which shall be on file in the Business office.~~

#### 6.4 Uniforms

The District may require ~~the unit members to wearing of~~ a distinctive uniform ~~while at work by classified personnel.~~ The cost of the purchase, lease, or rental of uniforms, equipment, identification badges, emblems, and cards required by the District shall be borne by the District.

#### 6.5 Work out of Classification

Unit members shall not be required to perform duties which are not fixed and prescribed for the position by the District in accordance with the Education Code unless the duties reasonably relate to those fixed for the position by the District, for any period of time which exceeds five (5) working days within a 15-calendar-day period except as authorized herein. A unit member may be required to perform duties inconsistent with those assigned to the position by the Governing Board for a period of more than five (5) working days within any 15-calendar-day period provided that ~~his/her~~ the unit member's salary is adjusted upward for the entire period ~~he/she~~ the unit member is required to work out of classification. The amount of the adjustment shall be the regular rate of pay for the higher classification at the step on which ~~he/she~~ the unit member is assigned in ~~his/her~~ the unit member's regular classification, provided that the rate of pay in the classification to which ~~he/she~~ the unit member is assigned is higher. However, in no event shall

an employee working out of classification receive less than five percent (5%) above ~~his/her~~the employee's regular rate of pay.

#### 6.6 Pay Stub, Sick Leave and Vacation Information

All regular paychecks for employees in the bargaining unit shall be itemized to include deductions. Employees will be given annual notice of accumulated sick days and vacation days.

#### 6.7 Payroll Errors

Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a supplemental check issued, not later than five (5) working days after the employee provides notice to the payroll department. ~~Such~~This timeline for the issuance of a supplemental check shall be extended by the time required by the County Superintendent's Office to issue the check. ~~Overpayment to a unit member shall be deducted from the unit member's next three (3) checks in equal installments after written notification by the District of such notification. The District will provide employees a thirty (30) calendar day notice of payroll deduction for any overpayment.~~ In the event the District overpays a unit member, the District will notify the unit member, and the District and the unit member shall attempt to mutually agree to a repayment schedule by payroll deduction.

#### 6.8 Lost Checks

Any paycheck for an employee in the bargaining unit which is lost ~~after receipt of which is not~~ ~~is not delivered within five (5) days of mailing, if mailed,~~ shall be reported to the San Mateo County Office of Education by the District.

The District shall inform the San Mateo County Office of Education within 48 hours of notification to the District by the employee and shall simultaneously ~~communicated~~communicate to the employee the expected date of reissue. The employee will sign an affidavit of lost warrant provided by the ~~District~~Business Office.

#### 6.9 Promotion

Any employee in the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate Salary Schedule range and step of the new class to insure not less than a five percent (5%) increase as a result of that promotion, except that the employee may be placed on the last step of the appropriate range if that is the maximum allowable for that class.



#### 6.10 Reimbursement for Travel Expenses

Upon prior written approval of the immediate supervisor, a bargaining unit member, who as a result of work assignment outside of the regular work day, must have meals and/or lodging away from the District, will be reimbursed for costs, upon presentation of receipts and verification by the immediate supervisor.

#### 6.11 Reimbursement for Bus Drivers' Expenses

Any bus driver in the bargaining unit who, as a result of a work assignment outside of the regular workday, must have meals and lodging away from the District will be reimbursed for cost, upon presentation of receipts and approval of the immediate supervisor.

#### 6.12 Reimbursement for Lost Personal Property

The Board shall reimburse employees for any loss, damage, or destruction of clothing or personal property used as part of an approved school program up to a maximum of \$100.00 suffered while performing services for the District on campus, or as assigned, providing ~~such~~ the employee had prior written approval of the building principal for the use of personal property or equipment, and further, that the employee had taken measures to protect ~~such~~ the employee's property or equipment.

#### 6.13 In-Service Training

The District shall provide for adequate in-service training programs and workshops for members of the bargaining unit. All unit members are to attend these training sessions. Unit members may be required to attend in-service sessions during their regularly scheduled shift by their direct supervisor.

#### 6.14 Longevity

~~Beginning July 1, 2007, the longevity stipends will be as follows~~ Eligible unit members shall receive the following longevity stipends:

- a. Beginning with the 8th year of service, unit members will receive \$25 per month;
- b. Beginning with the 12th year of service, unit members will receive \$100 per month;
- c. Beginning with the 15th year of service, unit members will receive \$125 per month;

d. Beginning with the 20th year of service, unit members will receive \$155 per month.

e. Beginning with the 25th year of service, unit members will receive \$185 per month.

6.15 ~~Stipend for CDC Service~~ [NOTE: Commencing with the 2018-19 school year, the District no longer operates a Child Development Center]

~~A stipend of \$3000 annually will be paid to a unit member who holds proper certification to fulfill the following duties at the Ravenswood Child Development Center:~~

~~a. Act as director in the absence of the Director.~~

~~b. Coordinate the CDC's Positive Behavior Support Program and attend all District trainings.~~

~~c. Attend meeting and workshops on weekend and evenings.~~


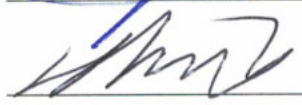


~~d. Meet with staff on a regular basis with the director regarding ECERS and DRDPR.~~

~~e. Work from 3:30 - 5:30 p.m. for absent staff when substitutes are unavailable.~~

~~f. Assist with the collection and maintenance of compilation of data for reports, and~~



~~g. Attend parent meetings and special events.~~

FOR CSEA:

Date: 6/20/19

FOR THE DISTRICT:

Date: 6/20/19



2:45 pm

4/3/2018

RAVENSWOOD CITY SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #303  
TENATIVE AGREEMENT

ARTICLE 7: PROFESSIONAL GROWTH PROGRAM

7.1 Objective

The Professional Development program is intended to provide employees with an incentive to enhance job performance, and to increase opportunities for career advancement at the District in their current occupational areas by earning a grade of C or better in job related coursework and training. This program is not intended to provide reimbursement where the employee does not attend coursework or where the employee does not successfully complete the coursework. ~~The Professional Development program is separate from Article 8 Career Ladder for Instructional Aides.~~

7.2 Submittal, Approval, Attendance, and Reimbursement

The District will reimburse submitted and approved costs for job related coursework and course materials up to \$1500 per year on the conditions set forth in this Article. The District will not reimburse costs for travel, lodging or meals. In order to obtain reimbursement for submitted and approved costs for job related coursework and course materials, the employee must adhere to the following procedures:

1. The employee must submit a written request to attend and seek reimbursement for job related coursework on a form provided by the Human Resources Department to his or her supervisor before the employee attends the course or workshop;
2. The employee's supervisor and the Superintendent or Superintendent's Designee must approve the employee's request before the employee attends the course or workshop;
3. The employee must attend the course or workshop and obtain a grade of "C" or better for the course. If no letter grade will be awarded for the course, such information must be provided to the employee's supervisor and the Superintendent or Superintendent's Designee during the submittal and approval process, and the supervisor and the Superintendent or Superintendent's Designee shall address what standard the employee must meet to obtain reimbursement for the course prior to approval and prior to the employee attending the course;
4. After attending the course or workshop, the employee must submit documentation to support the employee's requests for reimbursement that confirms the employee's attendance and grade earned to the coursework not more than sixty (60) calendar days from the last date of the course, or from the date on which the employee receives a grade, whichever is later. If the employee fails to provide timely and

complete documentation, then reimbursement may be denied. A denial of reimbursement due to lack of documentation or failure to follow procedures set forth in this Article is not grievable.

7.3 Compensation for Professional Development

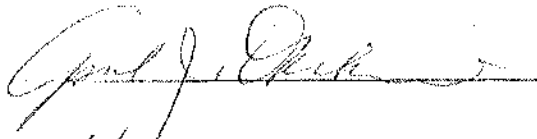
Training may be approved during work hours or after work hours at the discretion of the District. The employee will be paid at their regular rate of pay for all training approved during their regularly scheduled work hours.

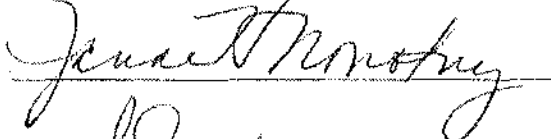
7.4 District Sponsored Professional Development

The District may use its discretion to schedule professional development trainings. Trainings during an employee's regular working hours shall be considered mandatory attendance meetings. Employees will be paid at their regular rate of pay for mandatory training during their regularly scheduled work hours. Optional trainings after the employee's regular work hours shall be considered optional and will be unpaid. Mandatory training after the employee's regular work hours shall be paid at the employee's regular rate of pay.

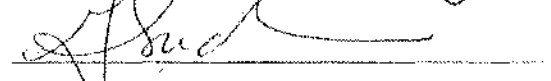
FOR CSEA:

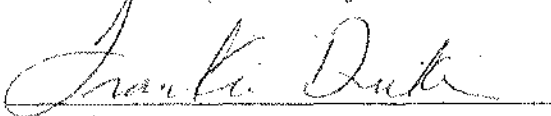
FOR THE DISTRICT:

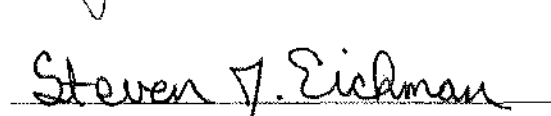


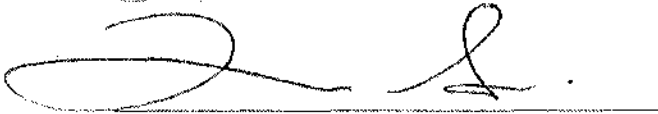


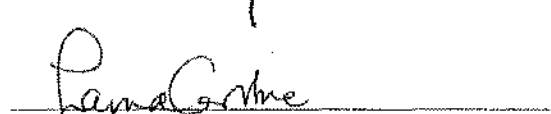


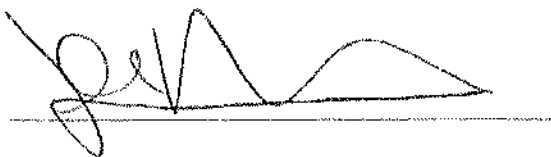












Date: 4/3/2018

Date: 4/3/18

12:45pm

April 24, 2018

**RAVENSWOOD CITY SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #303  
Tentative Agreement**

**CSEA and the District agree to delete this Article in its entirety.**

**ARTICLE 8: CAREER LADDER FOR INSTRUCTIONAL AIDES**

**8.1 Objective**

~~The intent of the Career Ladder Program is to provide incentive for classified employees to complete college degrees they need to become educators in either the Child Development Program or the District's K-8 program in special education positions. Space is limited to nine unit members annually. Continuing employees have priority over new enrollees.~~

**8.2 Eligibility**

~~The employee will sign an agreement under the RSIP Tuition Scholarship. The District will pay for tuition, testing fees, and books for the employee, up to \$2,500 annually. Once the contract is signed, the employee must pass the CBEST to determine eligibility. After three failed attempts at passing the CBEST, the District may drop the employee from the career ladder program.~~

**8.3 Enrollment Numbers**

~~The RSIP Tuition Scholarship must go to certificated employees first to complete credential requirements. Remaining scholarships may be awarded to classified employees. Once an employee is enrolled, the employee may be bumped out of the scholarship program to accommodate a certificated employee.~~

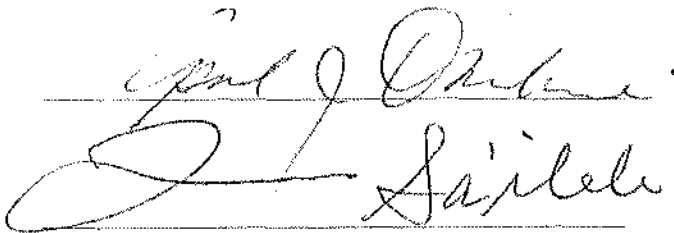
~~8.4 Employees must submit their official grade report each grading period. The employee must maintain a C (2.0) grade point average to continue enrollment. Failure to maintain a 2.0 grade point average or failure to complete/maintain enrollment in the academic program will require the employee to refund the scholarship to the District under the Agreement required in Article 8.2. If the employee is released, dismissed, or terminated prior to completing the undergraduate program, the funds must be repaid at a rate not to exceed \$500 monthly. However, if the employee is laid off due to a reduction in force, then the employee's duty to repay the funds shall be suspended while the employee is on a rehire list and not otherwise employed. While the employee is on a rehire list following to a reduction in force, the~~

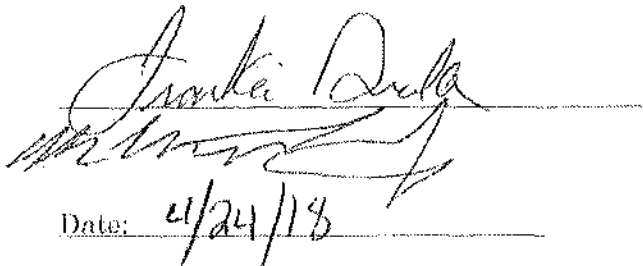
~~employee may continue in the scholarship program if the District, the Association, and the employee agree in writing and placement in the RSIP Tuition Scholarship Program is available. If the employee retires or resigns prior to completing the undergraduate or graduate program, the funds must be repaid at a rate not to exceed \$500 monthly.~~

~~8.5 Following receipt of a license or credential, the employee must provide service to the Ravenswood City School District in that position for three years. If the employee does not remain in the District in that capacity for the three years, all scholarships must be repaid in full to the District at a rate not to exceed \$500 monthly. The requirement for repayment is subject to exception set forth in Article 8.6.~~

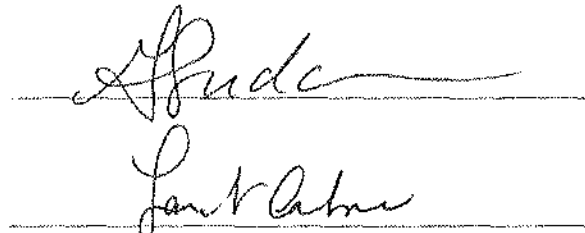
~~8.6 Following receipt of a license or credential, the District agrees to offer the scholarship recipient in a position, where available, for which the scholarship recipient holds appropriate licensure. The employee is subject to all Education Code provisions regarding the employment, release, dismissal and termination of certificated personnel. If the employee is released, dismissed, or terminated prior to serving the three years, the funds must be repaid at a rate not to exceed \$500 monthly. However, if the employee is laid off due to a reduction in force, then the employee's duty to repay the funds shall be suspended while the employee is on a rehire list and not otherwise employed. While the employee is on a rehire list following to a reduction in force, the employee may continue in the scholarship program if the District, the Association, and the employee agree in writing and placement in the RSIP Tuition Scholarship Program is available. If the employee retires or resigns prior to completing the three years, the funds must be repaid at a rate not to exceed \$500 monthly.~~

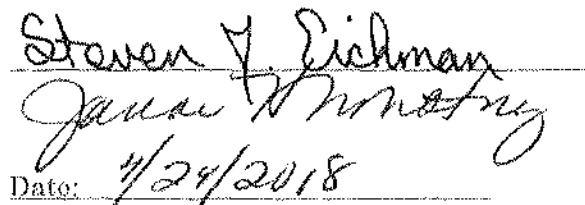
FOR CSEA:

  
Paul J. Dineen  
Saville

  
Franki Dula  
Date: 4/24/18

FOR THE DISTRICT:

  
Steve  
Lambert

  
Steven Y. Eichman  
Date: 4/24/2018

June 18, 2018

**RAVENSWOOD CITY SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #303  
TENTATIVE AGREEMENT**

**ARTICLE 9: TRANSFERS, PROMOTIONS AND FILLING VACANCIES**

**9.1 Definitions**

**9.1.1 Classification**

Classification is a general category of positions defined by a job title and job description.

**9.1.2 Position**

A position is a bargaining unit member's assignment within a classification (e.g., Administrative Secretary, Willow Oaks Elementary School).

**9.1.3 Transfer**

A transfer is the movement of a unit member from one work site to another work site within the same classification, or the movement of a unit member from one classification to another classification on the same salary range.

**9.1.4 Promotion**

Promotion is the movement of a unit member from one classification to another classification on a higher salary range in the bargaining unit.

**Transfers**

~~For the purposes of this Article, transfer is defined as a change from one unit member to another unit position. When an existing position becomes vacant, the District shall guarantee an interview to any bargaining unit member who meets the designated requirements for the position. The employee must request an interview through Ed Join during the posting period.~~

## 9.2 Involuntary Transfers

~~Involuntary transfers shall be made at the District's discretion in the best interest of the District and District pupils for reasons including but not limited to changes in workload and changes in District school enrollment patterns necessitating transfer of unit member. Involuntary transfers shall not be initiated by the District for arbitrary, capricious, discriminatory or disciplinary reasons.~~

## 9.3 Medical Reasonable Accommodation Transfers

~~When a bargaining unit member is incapable of performing duties of his/her classification because of illness or injury, the District may assign the bargaining unit member to a position, which he/she that the unit member is capable of performing. A statement from a doctor will determine the anticipated length of illness or injury and determine when the bargaining unit member will return to his/her former classification. The bargaining unit member shall receive no increase or decrease in wage or salary because of his/her assignment to the alternate position. This alternate work will be instituted with mutual agreement between CSEA and concurrence of the employee.~~

## 9.2 Posting and Filling Vacancies

9.2.1 The District shall post all unit vacancies for seven (7) working days on EdJoin. When a vacancy exists, An an email announcement will be sent weekly to "All Ravenswood" with a link to the EdJoin postings. The posting will consist of include the general job description and closing dates. Paper copies of all unit vacancy postings also will be posted at a central location at each work site.

9.2.2 Any bargaining unit member who applies for a vacancy and meets the designated requirements for the position shall be interviewed. The unit member must request an interview through Ed-Join during the posting period.

9.2.3 For purposes of this provision, a vacancy shall be any unit position which is declared vacant by the District.

9.2.4 Once the District determines the position to be vacant, the District may use a substitute employee for a maximum of sixty (60) consecutive calendar days ~~during which period while the posting, screening and interview process shall take~~ takes place.

9.2.4.1 ~~If additional time is Prior needed, prior to the expiration of the sixty (60) days, the Superintendent or his/her~~

designee shall meet with CSEA President or his/her designee to agree on an extended period of time and specify the duration of the extension in order for the District to continue its recruitment effort.

- 9.2.6 ~~The District will make the decision~~ Vacancies shall be filled on the basis of merit and best qualifications; however, if two or more applicants are judged by the District to be equal, first preference will be given to those employees within the same classification as the vacancy, and provided further if two or more applicants are judged equal by the District, preference shall be given to applicants from within the District over outside applicants. After selection by the District, all applicants from within the bargaining unit shall be notified as to the disposition of their applications.

~~9.2.7~~

### 9.3 Promotional Probationary Period

A permanent unit member who is promoted shall serve a six (6) month probationary period in the promotional position. A permanent unit member who accepts a promotion and does not complete the promotional probationary period satisfactorily shall be returned to the classification from which the unit member was promoted. The District will attempt to return the unit member to the same position in the previous classification, but if the previous position is occupied by another employee, then the unit member may be placed in another position in the same classification.

### 9.4 Courtesy Notice from the District to the Association

The District agrees to notify one Association designee via email regarding interviews for Administrative and classified positions. The Association will have the responsibility to designate the unit member it intends to appear at the interview, to notify the District's designee that it intends to have a unit member attend the interview, and to have the unit member participate at the interview. The attendance of the Association unit member is entirely voluntary, shall be uncompensated, and such appearance shall not interfere with the unit member's job duties or duty day. The designation for, and/or the appearance of the unit member at, an interview shall not create additional cost for the District. This notice provision is extended as a courtesy to the Association, and the parties recognize that interviews can sometimes take place on short notice. Accordingly, any alleged violation of this specific article shall not provide the basis for a grievance or impede or delay the ability of the District or the Board to fill a vacant position.


### 9.5 Involuntary Transfers

Involuntary transfers shall be made at the District's discretion in the best interest of the District and District pupils for reasons including but not limited to changes in workload and changes in District school enrollment patterns necessitating transfer of unit member. Involuntary transfers shall not be initiated by the District for arbitrary, capricious, or discriminatory or disciplinary reasons.

### 9.6 Reasonable Accommodation TransfersAssignment

When a bargaining unit member is temporarily incapable of performing duties of his/her classification with or without reasonable accommodation because of illness or injury, as a reasonable accommodation through the interactive process, the District may offer and the unit member may accept reassignment ~~the bargaining unit member to a position that the unit member is capable of performing.~~ A statement from a doctor will determine the anticipated length of illness or injury and determine when the bargaining unit member will be able to return to the member's former classification and perform the essential functions of the job with or without accommodation. ~~The~~ A bargaining unit member who accepts a reassignment under this section shall receive no increase or decrease in wage or salary be placed on the salary range for the alternate position at a step that is closest to the unit member's former classification step. ~~because of the member's assignment to the alternate position.~~ This alternate work assignment will be instituted with mutual agreement between CSEA and concurrence of the employeeunit member.

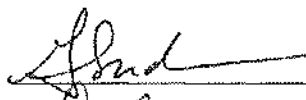
FOR CSEA:

  
\_\_\_\_\_  
Gary J. Dinkler  
\_\_\_\_\_  
Frankie Dink

Date:

7/2/18

FOR THE DISTRICT:

  
\_\_\_\_\_  
\_\_\_\_\_  
Steven J. Eichman  
\_\_\_\_\_  
James H. Monahan

Date:

7/2/2018



12:32 pm

TA

September 10, 2018

**RAVENSWOOD CITY SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #303  
TENTATIVE AGREEMENT**

**ARTICLE 10: VACATION**

The District responds to CSEA's February 13, 2018 proposal and proposes the following modifications to Article 10:

**10.1 Accumulation of Vacation**

Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules:

	<u>Vacation</u>	
	<u>Days</u>	
	<u>Earned</u>	
	<u>with</u>	<u>Actual</u>
	<u>246 Day</u>	<u>Days</u>
<u>Prior to July 1, 1989</u>	<u>Calendar</u>	<u>Earned</u>
<u>0-5 Years</u>	<u>15</u>	<u>14 days &amp; 1.5 hours</u>
<u>6-10 Years</u>	<u>20</u>	<u>18 days &amp; 7 hours</u>
<u>After 10 Years</u>	<u>25</u>	<u>23 days &amp; 5 hours</u>
<u>On or After July 1, 1989</u>		
<u>1-5 Years</u>	<u>10</u>	<u>9 days &amp; 3.5 hours</u>
<u>6-10 Years</u>	<u>12</u>	<u>11 days &amp; 2.75 hours</u>
<u>After 10 Years</u>	<u>17</u>	<u>16 days &amp; .75 hours</u>

10.1.1 Less than 12-month unit members shall earn vacation prorated on the basis of the their number of work days in relationship to the 246 work day calendar schedule shown above.

~~0-5 years — 6-10 years — After 10 years~~

~~15 days — 20 days — 25 days~~

~~Classified unit members Hired On and After July 1, 1989 will earn vacation days as follows:~~

~~1-5 years — 6-10 years — After 10 years~~

~~10 days — 12 days — 17 days~~

## 10.2 Eligibility for to Use Vacation

10.2.1 Unit members must obtain permanency (6 months employment) prior to being eligible for use of vacation. Accrual begins on the first month of employment.

10.2.1 Unit members in 10-month/teacher workyear classifications and 11-month workyear classifications are not eligible to use vacation. Compensation for their earned vacation is included in their monthly paychecks.

## 10.3 Vacation Accrual for Part-Time Unit Members

Part-time unit members shall have their earned ~~earn~~ vacation prorated on the hours worked and days of employment as compared with full-time unit members and the 246-day calendar schedule in Article 10.1.

## 10.4 Use of Vacation

Bargaining unit members are encouraged to utilize their earned vacation in not less than three-day blocks.

## 10.5 Scheduling

### 10.5.1 Vacation Requests

Vacation may be taken or used at any time during ~~the~~ an eligible employee's unit member's work year with the prior approval of the unit member's immediate supervisor. Efforts shall be made to enable vacations to be taken at times convenient to the employeeunit member, consistent with the needs of the service and the workload of the District. In the event a bargaining unit

member's vacation request is denied, the District shall notify the affected ~~employee-unit member~~ in writing within five (5) working days from the ~~employee's-unit member's~~ initial written request.

~~The employee~~ Unit members shall submit vacation requests at least fifteen (15)-calendar days in advance of ~~said the requested~~ vacation.

#### 10.5.2 Scheduling Preference by Seniority

If there is any conflict between ~~employees-unit members~~ who are working on the same or similar operations at the same site as to when vacations shall be taken, the ~~employee-unit member~~ with the greatest seniority shall be given his/her preference.

#### 10.5.3 ~~Vacation for Less than Twelve Month Employees~~

~~All unit members working less than 12 months shall have vacation periods scheduled by the District during the students' winter and spring vacation periods. To the extent that a unit member has additional accrued vacation time available, in addition to the periods set forth in this Article, such additional vacationit may be scheduled in accordance with other terms of this Collective Bargaining Agreement and/or District Board Policies and Regulations. Article 10.5~~

#### 10.5.4 ~~Vacation Scheduling for Twelve Month/233 Work Day Unit Members~~

~~For employees-unit members on a 12-month/233 work day schedule, three (3) days of their vacation time per year may be scheduled during the District's Winter Break. The date(s) of the three (3) days of vacation shall be discussed by the parties when calendar is discussed, but the Superintendent retains the sole discretion to schedule the three (3) days during the Winter Break.~~

#### 10.5.5 Interrupted/Terminated Vacation

The District may allow permanent ~~classified employees~~ unit members to interrupt or terminate vacation leave in order to begin another type of paid leave without return to active service, provided the ~~employee-unit member~~ supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination.

10.5.6 Employee Notification

~~The District shall inform in writing each employee by July 31 of the number of vacation days she/he must use by January 1.~~

10.6 Holidays During Vacation Period

If a holiday, as defined in Article 11 herein, occurs during the unit member's paid vacation period, ~~such the~~ holiday shall not be deducted from the individual's vacation allowance.

10.7 Vacation Carryover

Vacation earned in any fiscal year must be used by January 1 of the following fiscal year. Authorization to carry over vacation days earned in one (1) fiscal year beyond January 1 of the following fiscal year must be approved in writing ~~from by~~ the Superintendent. ~~If a unit member does not submit by September 1 a request to use earned vacation that is not authorized for carryover, the immediate supervisor, in consultation with the unit member, shall schedule the unit member's vacation that must be used prior to January 1.~~

If, by September 1, a unit member has remaining vacation time that has not been scheduled and does not qualify to be carried over to the following fiscal year, the immediate supervisor shall confer with the unit member and attempt to mutually choose dates to schedule the vacation time. If the supervisor and unit member cannot mutually agree on dates, then the unit member shall be paid for the accrued and unused vacation time.

10.7.1 Employee Unit Member Notification

The District shall inform in writing each unit member by July 31 of the number of vacation days the employee unit member must use by January 1.

10.7.1 Vacation Earned Prior to July 1, 1994

~~Vacation earned prior to July 1, 1994, shall be used by January 1, 1995.~~

FOR CSEA:

FOR THE DISTRICT:

2:45pm

4/3/2018

**RAVENSWOOD CITY SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #303**

**TENTATIVE AGREEMENT**

**ARTICLE 11: HOLIDAYS**

**11.1 Holidays**

Unit members shall receive the paid holidays listed below provided the unit member is in paid status during the working day immediately preceding or succeeding the holiday:

Independence Day

Labor Day

Veterans' Day

Thanksgiving Day

Friday after Thanksgiving Day

Winter Holiday 1 (December 24)

Winter Holiday 2 (December 25)

New Year's Eve Day

New Year's Day

Martin Luther King Jr. Day

Lincoln's Day

President's Day

Cesar Chavez Day

Malcolm X Day (In Lieu of Admissions Day)

Memorial Day

Indigenous People's Day

## 11.2 Additional Holidays

Every day (work day or non-work day) declared by the President or Governor of this state as public fast, mourning, Thanksgiving, or holiday, or any day declared a holiday by the Governing Board on which District schools shall close shall be a paid holiday for all ~~employees in the bargaining unit members~~. On a case-by-case basis, the District may approve a floating holiday for a Board declared holiday that This day will be treated as a floating holiday and may be taken per the requirements set forth in Article 10.5, Vacation Scheduling. The declared A floating holiday day shall be taken within one year of being declared.

## 11.3 Celebration Date for a Holiday, Effects

If any of the above-designated holidays are scheduled on a day in lieu of the day on which the holiday might normally fall, the unit members shall be required to work at their normal rate of pay on that day on which the holiday is normally scheduled.

## 11.4 Holidays Occurring on Saturday or Sunday, Effect

When a holiday listed above falls on Sunday, the following Monday, if not a holiday, shall be deemed to be the holiday observed.

When a holiday listed above falls on a Saturday, the preceding Friday, if not a holiday, shall be deemed to be the holiday observed.

## 11.5 Eligibility

### 11.5.1 Paid Status

Except as otherwise provided in this article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.


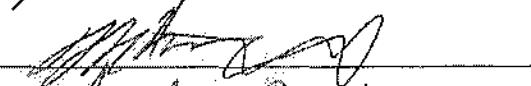


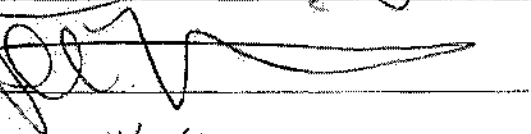
### 11.5.2 Paid Status Adjacent to a Recess Period

Employees in the bargaining unit who are not normally assigned to duty during the school holidays of December 24, December 25, December 31, January 1 or Spring vacation days, shall be paid for those holidays which fall within these recess periods provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the recess period.

11.6 Rate of Compensation for Holiday Work

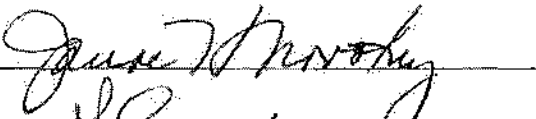
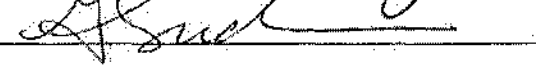
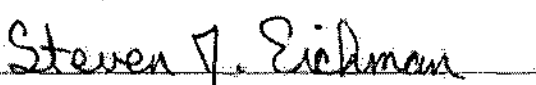
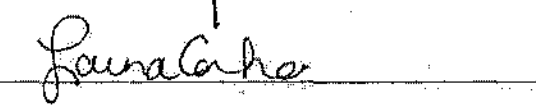
Unit members, who are authorized to work holidays, shall be compensated for the holiday ~~at their regular rate of pay~~ plus overtime in accordance with Section 5.10.4.

FOR CSEA:

DATE: 4/3/18

FOR THE DISTRICT:

DATE: 4/3/2018



**RAVENSWOOD CITY SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #303  
TENTATIVE AGREEMENT**

**ARTICLE 12: LEAVES**

**12.1 Personal Illness and Injury (Sick) Leave**

**12.1.1 Allowable Use, Sick Leave**

Unit members shall be entitled to use earned and accumulated sick leave for personal injury, personal illness, or injury disability related to pregnancy, or other reasons specifically permitted in this Article or law.

**12.1.2 Accumulation of Sick Leave**

Regular full-time unit members shall earn one day of paid sick leave for each month of service.—The number of sick days earned shown by work year is as follows:

<u>Number</u> <u>of Days</u> <u>Worked</u>	<u>Number</u> <u>of Sick</u> <u>Days</u> <u>Earned</u>	<u>Days</u> <u>Worked</u> <u>to Earn</u> <u>Sick Day</u>
246	12	20.5
233	11,366	20.5
	(11 days & 2.75 hours)	

Unit members who work part-time shall earn sick leave days on a prorated basis.

**12.1.3 Use of Sick Leave by Probationary Employees**

A new employee may use only earned and accumulated sick leave during the first six (6) months of service.

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#### 12.1.4 Transfer of Sick Leave

Sick leave shall accumulate without limitation. ~~Such a~~ Accumulated sick leave may be transferred to another school district or provide retirement credit (if employed prior to July 1980) in accordance with the appropriate Government Code and Education Code provisions.

#### 12.1.5 Verification of Illness Reasons for Absence

Upon return from absence for illness or injury, the ~~employee unit member shall complete a prescribed statement verifying that the absence was due to illness or injury.~~ For an absence of three (3) days or more, or if the absence appears to be within a pattern, for injury or illness, the District may require a statement from an attending physician.

#### 12.1.6 Notification of Absence and Return to Work

No later than two (2) hours before the start of the unit member's work day, a unit member shall report the unit member's absence for the day through the AESOP system. The unit member shall contact the school site administrator or the unit member's immediate supervisor no later than the end of the unit member's scheduled work day on the day before returning to work to notify the District that the unit member is returning.

### 12.2 Extended Sick Leave

#### 12.2.1 Order of Use of Paid Leave (Education Code § 45196)

In the event a unit member is absent from ~~his/her duties~~ work on account of illness or accident, whether or not the absence arises out of ~~our~~ in the course of employment, the unit member shall utilize leaves in the following order: a, b, c.

- a. Use of balance of accumulated sick leave.
- b. Use of any other paid leave to which the unit member may be entitled.
- c. After all earned sick leave as set forth in Section 12.1 above is exhausted, non-accumulated extended sick leave shall be available for a period not to exceed five (5) months

commencing on the first day of absence for a particular illness or injury.

12.2.2 Entitlement Limits

A unit member's entitlement to extended sick leave shall be subject to all of the terms and conditions set forth in the Education Code and law shall only be granted to the extent required by law.

12.2.3 Maximum

No more than a maximum of five (5) months of extended sick leave shall be granted for the same illness or accident and the related medical and/or psychological conditions arising from the same illness or accident.

12.2.4 Physician's Report and Examination

At the District's request, the unit member shall provide to the District ~~his/her~~ a physician's or licensed mental health care practitioner's written report of the unit member's physical and/or mental condition upon which extended sick leave is claimed. The unit member's written release for medical information shall be submitted to the District not later than one (1) week after the District request is made. The District may require the unit member to submit to an examination by a District designated physician or licensed mental health care practitioner provided that the District pays the cost of such examination.

12.2.5 Deduction of Substitutes Substitute Pay (Differential Pay)

The amount deducted for extended sick leave purposes from the unit member's salary shall be the amount of salary specified on the first step on the appropriate salary range applicable to the unit member, provided a substitute is employed. The balance after deducting the substitute's pay shall be paid to the unit member. The smallest amount of sick leave differential paid to any absent employee shall be 2.5% of the employee's regular day's pay per day of absence.

~~12.2.6 Entitlement to Other Sick Leave~~

~~Entitlement to sick leave provisions under this section Section 12.2 shall be considered "entitlement to other sick leave" for the purposes of computing benefits under the provisions of Section 12.9~~

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~~if the absence is for industrial accident or illness and shall be used after entitlement to all regular sick leave, accumulated compensating time (comp time), vacation or other available paid leave has been exhausted.~~

#### 12.2.76 Requirement for Physician's Statement

An attending physician's statement will be provided for the use of extended sick leave.

#### 12.2.87 Physician's Verification of Fitness to Work

An attending physician's statement will be provided before a unit member on extended sick leave can return to work. The physician's statement shall certify that the unit member can return to work and is able to perform all of the duties of ~~his/her~~the unit member's position, ~~without restriction~~with or without reasonable accommodation or restriction. If the employee has a restriction or needs an accommodation to perform the essential functions of the employee's job, the physician may suggest possible accommodations.

#### 12.2.98 Health Benefits During Extended Sick Leave

~~The employee's health and welfare program shall remain in effect during these periods of disability.~~

~~Premiums for these programs shall be paid by the District~~The District shall maintain the District's premium contributions toward the benefit programs in accordance with the provisions of Article 6.2.1 of this Agreement.

### 12.3 Pregnancy Disability Leave

~~A unit member may utilize the extended sick leave for purpose of a disability related to pregnancy, miscarriage, childbirth, and the recovery therefrom.~~

As provided in Government Code Section 12945, a pregnant unit member is entitled to an unpaid leave of up to four (4) months, as needed, for the period(s) of time the unit member is actually disabled by pregnancy, as determined by her health care provider. As provided in this Article 12.3, the unit member may utilize available paid leave(s) during an otherwise unpaid pregnancy disability leave.

### 12.3.1 Notice to District

Using the District's Certification of Health Care Provider form, an employee should provide at least thirty (30) days advance notice or notice as soon as practicable of the employee's need for pregnancy disability leave or need for reasonable accommodation based on the advice of her health care provider that reasonable accommodation is medically advisable because of pregnancy or a related medical condition.

### 12.3.2 Use of Sick Leave During Pregnancy Disability Leave

A unit member is required to use any accrued sick leave during an otherwise unpaid pregnancy disability leave.

### 12.3.3 Health and Welfare Benefits

The District shall maintain its contribution toward health and welfare benefits during any unpaid portion of a pregnancy disability leave on the same basis that the contribution would have been provided if the unit member had not taken pregnancy disability leave.

### 12.3.4 Unit Member Status

During a pregnancy disability leave, the unit member shall retain employee status, and the leave shall not constitute a break in service for any purpose under this Agreement except that the leave shall not count toward completion of probation.

### 12.3.5 Relationship Between Pregnancy Disability, FMLA, and CFRA Leaves

- a. A pregnancy disability leave shall run concurrently with the unit member's leave entitlement under the federal Family and Medical Leave Act (FMLA).
- b. The right to take pregnancy disability leave is separate and distinct from the right to take leave under the California Family Rights Act (CFRA). A unit member's own disability due to pregnancy, childbirth or related medical conditions is not a "serious health condition" under CFRA.
- c. At the end of the unit member's period(s) of pregnancy disability leave, or at the end of four (4) months of pregnancy

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disability leave, whichever occurs first, a CFRA-eligible unit member may request to take CFRA leave of up to twelve (12) workweeks for reason of the birth of her child, if the child has been born by this date. This period shall be defined as "Parental Leave" as described in Article 12.4 below.

~~Compensationthe unit member's unit member, and, effective January 1, 2019, the unit member shall receive no less than 50 percent (50%) of the unit member's regular salary for the remaining portion of the 12 workweek period of parental leaveof parental leave of under this section 12.41.2.4~~ 2

## 12.5 Bereavement Leave

### 12.5.1 Entitlement

The unit member shall be entitled to paid leave due to the death of any member of the unit member's immediate family.

### 12.5.2 Limits and Verification

The unit member is allowed three (3) days of paid leave per occurrence of paid leave, in addition to any other leaves to which the employee may be entitled for the same purpose, or five (5) days, if the distance is in excess of 300 miles from East Palo Alto, CA. In cases where abuse of leave is suspected, verification of the reason for bereavement leave may be required.

### 12.5.3 Definition of Immediate Family

"Immediate family" for the purpose of bereavement leave means: Mother, father, grandchild, grandmother, grandfather, mother-in law or father-in-law of the unit member or the spouse of the unit member, the son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, stepchild, sister, sister-in-law, domestic partner or any relative living in the immediate household of the unit member.

## 12.6 Paid Family Care Leave (Labor Code § 233)

In any school year unit members may use up to a maximum of one-half (½) of the days of sick leave that is credited under Article 12.1.2 for any of the following reasons:

12.5.1 Diagnosis, care, or treatment of the unit member's existing health condition or preventive care for the unit member, or

12.6.1     Diagnosis, care, or treatment of an existing health condition of, or preventive care for a unit member's family member. For the purposes of using sick leave under this Section 12.6 only, "family member" shall mean a unit member's parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild or grandparent.

12.6.2     In addition, with appropriate certification a unit member who is a victim of domestic violence, sexual assault, or stalking may use accrued paid sick leave under this Section 12.6 for the following reasons:

- To obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or the victim's child;
- To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
- To obtain services from a domestic violence shelter, program, or rape crisis center;
- To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking;
- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

12.6.3     The provisions of Sections 12.1.5 Verification of Reasons for Absence, and Section 12.1.6 Notification of Absence and Return to Work apply to a unit member's use of personal illness or injury leave for Paid Family Care Leave. A unit member shall use this leave before using the leave in Article 12.7 (Personal Necessity).

12.6.3     This Article 12.6 does not extend the maximum period of leave to which a unit member is entitled under the Family and Medical Leave Act of 1993 (29 U.S.C. Section 2606, et seq.), the California Family Rights Act (Government Code Section 12945.2) and District policies implementing these Acts regardless of whether the unit member receives sick leave compensation during that leave.

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## 12.7 Personal Necessity Leave

### 12.7.1 Definition of Personal Necessity Leave/Limits

~~Any employee unit member may elect to use up to seven (7) days of his/her the unit member's accumulated sick leave in any school year for purposes of personal necessity including:~~

- ~~a. Death of or serious illness of a member of his or her the employee's unit member's immediate family, as defined in Section 12.4.3. (This is in addition to normal bereavement leave.)~~
- ~~b. Accident involving his or her person the unit member or property of the person unit member or property of a member of his or her immediate family.~~
- ~~c. Appearance in court as a litigant, or as a witness under official order.~~
- ~~d. Other activities, which the unit member and his or her the unit member's immediate supervisor deem, cannot reasonably be deferred to another day or time when the employee is free from duties.~~
- ~~e. To attend to the illness of their child, parent, spouse, or domestic partner a family member, as defined in Article 12.6 above.~~

### 12.7.2 Advance Permission Guidelines

~~The uUnit members shall not be required to secure advance permission for leave taken for any of the following: death or serious illness of a member of the immediate family; accident involving the unit member's person or property, or the person or property of his or her the unit member's immediate family; appearance in court as a litigant, or as a witness under an official order. However, the unit member must give the immediate supervisor at least ten (10) work days' advance notice of the use of personal necessity leave to appear in court as a litigant or a witness under official order.~~

~~A unit member must secure advance permission for all items not covered above, and shall normally notify the unit member's immediate supervisor two (2) days before taking this leave, unless~~

~~an emergency exists which prohibits the unit member from providing such advance notice.~~

#### ~~12.7.3 Absence Form Reporting~~

~~The unit members shall complete the District's absence affidavit report their absence through the AESOP system, which shall verify that the unit member's use of leave was for personal necessity as defined above, and that such leave has not been used for recreational purposes, extension of holidays or vacation, or for matters of purely personal convenience.~~

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#### ~~12.7.4 Release Day for PERS Retirement Individual Counseling Appointment~~

~~Each unit member upon reaching the age of fifty-five (55) and completing ten (10) years of service shall be eligible for a one-time release day to attend a PERS individual counseling appointment. The unit member must submit a verification of attendance to Human Resources to receive the release day credit.~~

### 12.8 Court Summons Judicial and Official Appearance Leave

#### 12.8.1 Witness Leave

Unit members shall be granted a leave with pay if called in a manner prescribed by law, to serve as a witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought through the connivance or misconduct of the unit member.

#### 12.8.2 Notice to District

The unit member shall notify the District as soon as possible after being officially called. The unit member shall receive the regular salary and shall sign over to the District any fee received, except for travel allowance.

### 12.9 Jury Leave

#### 12.9.1 Entitlement

Unit members shall be granted a leave of absence to serve as a juror, if called in a manner prescribed by law.

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12.9.2 Notice

The employee shall notify the District as soon as possible after receiving the official notice of jury service.

12.9.3 Compensation

The employee shall receive regular salary and shall sign over to the District any jury fee ~~or witness fee~~ received.

12.9.4 Travel Allowance

The unit member shall retain any travel allowance paid by the court.

12.10 Industrial Accident and-or Illness Leave

Only to the extent provided by law, including, but not limited to Education Code Section 45192, ~~employees who are part of the classified service unit members~~ shall be entitled to the following benefits:

12.10.1 Eligibility & Amount of Leave

~~An employee~~ A unit member suffering an injury or illness arising from and in the course and scope of his/~~her~~the unit member's employment shall be entitled to a leave up to sixty (60) days in any one (1) fiscal year for the same accident. This leave shall not be accumulative from year to year. Industrial accident or illness leave will commence on the first day of absence. When any such leave occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the ~~employee-unit member~~ shall be entitled to only that amount remaining at the end of the fiscal year in which the injury of illness occurred, for the same illness or injury.

12.10.2 Limits to Wage Payments

Payment for wages lost on any day shall not, when added to an award granted the ~~employee-unit member~~ under the Workers' Compensation laws of this state, exceed the normal wage for the day. Industrial accident leave will be reduced by one (1) day for each authorized absence regardless of a compensation award made under Workers' Compensation.

### 12.10.3 Leave in Combination with Workers Compensation Leave

The industrial accident or illness leave of absence is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other ~~sick~~ leave(s), e.g. available sick leave, extended sick leave, accumulated compensation time, vacation or other available leave will then be used; but, if ~~an employee~~employee unit member is receiving Workers' Compensation, the person shall be entitled to use only so much of the person's accumulated or available sick leave, extended sick leave, accumulated compensation time, vacation or other available leave, and when added to the Workers' Compensation award, provides for a full day's wage or salary.

### 12.10.4. Wage Offsets/Integration of Benefits

During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off or other available leave provided by law or the action of the Governing Board of the District, the ~~employee~~employee unit member shall endorse to the District wage loss benefit checks received under the Workers' Compensation laws of this state. The District shall, in turn, issue the ~~employee~~employee unit member appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with Education Code Section 45192.

### 12.10.5 Travel Restrictions

~~An employee~~employee unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Governing Board of the District authorizes travel outside the state.

### 12.10.6 Return to Work

At any time when a unit member is on industrial accident or illness leave is released by his/her doctor to return to work, ~~he/she~~the unit member shall be reinstated in his/her ~~the unit member's~~ position without loss of pay, status or benefits. Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee.

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#### 12.10.7 Reemployment List

When all available leaves of absence, paid or unpaid, have been exhausted and if the employee-unit member is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months.

When available, during the thirty-nine (39) month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations. An employee who has been placed on a reemployment list, as provided herein in this section, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

#### 12.11 Leave Without Pay Because of Non-Industrial Accident or Illness

##### 12.11.1 Non-Industrial Accident or Illness

Upon the request of a permanent unit member who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or other available paid leave, and who is absent because of non-industrial accident or illness, the District may grant leaves at its discretion without pay or benefits of employment, for periods of six (6) months or less, not to exceed a total of eighteen (18) months for the same or a related purpose.

##### 12.11.2 Other Leave Without Pay

The District, at its discretion, may also grant leaves of absence of any duration, without pay or benefits, for any of the following reasons: long-term illness, personal or family related needs, study and restraining/retraining.

### 12.11.3 Procedure

An employee who wishes to request an unpaid leave of absence under this section must submit a written request to the Human Resources Department.

## 12.12 Family Care and Medical Leave (FMLA and CFRA)

12.12.1 Eligible unit members are entitled to leave under the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). The leaves under FMLA and CFRA will run concurrently to the extent permitted by law.

12.12.2 The provisions of this Agreement and District policies will be applied in conformance with the FMLA and CFRA.

### 12.12.3 Eligibility

To be eligible for family care and medical leave, on the date on which leave is to begin, a unit member must have been employed by the District for at least 12 months, which need not be consecutive, and have actually worked at least 1,250 hours of service during the 12 month period immediately preceding the commencement of the leave.

### 12.12.4 Family Care and Medical Leave Entitlement

Subject to state and federal law, including the federal FMLA and the CFRA, an eligible unit member is entitled to a total of 12 workweeks of unpaid leave in a 12 month period for any one, or more, of the following reasons:

12.12.4.1 The birth of a child and to care for the newborn child (FMLA and CFRA);

12.12.4.2 The placement with the unit member of a child in connection with adoption or foster care of the child by the unit member and care for the newly placed child (FMLA and CFRA);

12.12.4.3 To care for the unit member's child, parent or spouse with a serious health condition (FMLA and CFRA);

12.12.4.4 Because of an unit member's own serious health condition that makes the unit member unable to perform the functions of the unit member's position,

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except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by pregnancy disability leave. (Pregnancy disability counts toward only California Pregnancy Disability Leave (PDL) and FMLA leave.)

12.12.4.5 Because of any qualifying exigency arising out of the fact that the unit member's spouse, son, daughter, or parent is a military member on covered active duty (or has been notified of an impending call or order to covered active duty status) (FMLA only).

## 12.12.5 Definitions Under Section 12.12, Family Care and Medical Leave

### 12.12.5.1 Child

Child is defined as a biological, adopted, or foster son or daughter, stepson or stepdaughter, legal ward, or child of a unit member standing in loco parentis to that child who is under 18 years of age or an adult dependent child.

### 12.12.5.2 Parent

Parent is defined as a biological, foster or adoptive parent, stepparent, legal guardian, or other person who stood in loco parentis to the unit member when the unit member was a child. Parent does not include a parent-in-law.

### 12.12.5.3 Spouse

"Spouse" means partner in marriage as defined in Family Code Section 300 or a registered domestic partner as defined in the California Family Code and includes same-sex partners in marriage.

12.12.5.4 The twelve month period for FMLA/CFRA purposes is measured forward from the date the employee's leave first begins. "Twelve work weeks" means the equivalent of 12 of the unit member's normally scheduled work weeks.



12.12.6 Family Care and Medical Leave To Care for a Covered Servicemember with a Service Injury or Illness

Subject to the provisions of this Article, and state and federal law, including the FMLA, an eligible unit member may take FMLA leave to care for a covered servicemember with a serious injury or illness if the unit member is the spouse, son, daughter, parent, or next of kin of the servicemember.

12.12.6.1 An eligible unit member's entitlement under this Section 12.12.6 is limited to a total of 26 workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness. The "single 12-month period" in which the 26-weeks-of-leave-entitlement begins on the first day a unit member takes leave to care for the covered servicemember.

12.12.6.2 During the "single 12-month period" described above, an eligible unit member's FMLA leave entitlement is limited to a combined total of 26 workweeks of FMLA leave for any qualifying reason.

12.12.7 Pay Status and Benefits

Except as provided in this Section 12.12 and in Section 12.4 (Parental Leave), the family care and medical leave will be unpaid. The District will, however, continue to provide District contributions toward health and welfare premiums during the period of family care and medical leave for up to twelve (12) work weeks on the same basis as District contributions would have been provided had the unit member not taken family care and medical leave. The unit member will be required to continue to pay the unit member's share of premiums, if any, during a family care and medical leave.

12.12.8 Relationship of Family Care and Medical Leave to Other Leaves

Any leave of absence that qualifies as family care and medical leave and is designated by the District as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the unit member may be entitled for the same qualifying reason. A unit member is required to utilize the

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unit member's accrued sick leave for FMLA/CFRA qualifying absences due to the unit member's own serious health condition.

12.12.9 Notice to the District of Unit Member's Need for Leave

12.12.9.1 The unit member must provide written notice to the District as far in advance of the leave as possible and as soon as the unit member reasonably knows of the need for the leave. If the need for the leave is foreseeable based on an expected birth, placement of a child for adoption or foster care or planned medical treatment, the notice must be provided at least 30 calendar days in advance of the leave, or if not reasonably known 30 calendar days before the leave, then as soon as reasonably practicable.

12.12.9.2 The written notice must inform the District of the reasons for the leave, the anticipated duration of the leave and the anticipated start of the leave.

12.12.9.3 If a unit member needs leave intermittently or on a reduced leave schedule for planned medical treatment, the unit member shall consult with the District and make a reasonable effort to schedule the treatment so as to minimize disruption to District operations.

12.12.10 Medical Certification

12.12.10.1 A unit member's request for family care and medical leave to care for a child, a spouse, or a parent who has a serious health condition shall be supported by a certification issued by the health care provider of the individual requiring care. If additional leave is requested after the expiration of the time originally estimated by the health care provider, the unit member shall provide the District with recertification by the health care provider.

12.12.10.2 A unit member's request for family care and medical leave because of the unit member's own serious health condition shall be supported by a certification issued by the unit member's health care provider.

12.12.10.3 As a condition of a unit member's return from leave

taken because of the unit member's own serious health condition, the unit member is required to obtain certification from the unit member's care provider that the unit member is able to resume work and perform the essential functions of the unit member's job with or without accommodation.

12.12.10.3 Unit members are required to use the District's Certification of Health Care Provider form available from the District to meet the certification and recertification requirements of this section.

#### 12.12.11 Minimum Duration of Leave

12.12.11.1 Family care and medical leave does not need to be taken in one continuous period of time.

12.12.11.2 Leave taken for a serious health condition of the unit member, the unit member's child, parent, or spouse of the unit member may be taken intermittently or on a reduced work schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, intermittent or reduced work schedule leave may be taken for absences where the unit member or covered family member is incapacitated or unable to perform the essential functions of the position because of a chronic serious health condition, even if he or she does not receive treatment by a health care provider.

12.12.11.3 Leave taken for reason of birth, adoption, or foster care placement of a child of the unit member does not have to be taken in one continuous period of time. Any leave(s) taken shall be concluded within one (1) year of the birth or placement of the child with the unit member. The basic minimum duration of leave shall be two (2) weeks. However, the District shall grant a request for a leave of less than two (2) weeks' duration on any two (2) occasions.

#### 12.12.12 District's Response to Leave Request

It is the District's responsibility to designate leave, paid or unpaid, as family care and medical leave-qualifying based on the

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information provided by the unit member and to notify the unit member of the designation.

#### 12.12.13 Dual Parent Employment

Where both parents are District employees, allowable leave for the birth, adoption, or foster care placement of a child is limited to a total of 12 work weeks in a 12-month period between the two (2) unit members. Their family care and medical leave entitlement is not limited or combined for any other qualifying purpose.

#### 12.12.14 Unit Member's Status on Returning from Leave

Except as provided by law, on return from family care and medical leave, a unit member is entitled to be returned to the same or equivalent position the unit member held when the leave began, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. A unit member is also entitled to reinstatement even if the unit member has been replaced or the unit member's job has been restructured to accommodate the unit member's absence. A unit member has no right to return to the same position. Use of family care and medical leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible unit member's FMLA/CFRA leave. A unit member has no greater right to reinstatement or to other benefits and conditions of employment than if the unit member had been continuously employed during the FMLA/CFRA leave period.

### 12.13 General Provisions

#### 12.11.1 No Sick Leave for Substitute or Short-Term Employees

~~Temporary employees will not earn sick leave credit unless they are subsequently appointed into permanent positions without a break in service.~~

#### 12.13.1 Re-employment Rights List

If at the conclusion of all leaves of absence, paid or unpaid, the employee is still unable to assume the duties of ~~his or her~~the employee's position, ~~he/she~~the employee shall be placed on a reemployment list for a period of thirty-nine (39) months.

At any time, during the prescribed thirty-nine (39) months, if the employee is able to assume the duties of ~~his/her~~the employee's

position; ~~the individual he/she~~ shall be reemployed in the first vacancy in the classification of ~~his/her~~ the individual's previous assignment. ~~His/her~~ The individual's reemployment will take preference over all other applicants except for those laid off for lack of work or funds under Education Code Section 45298 in which case ~~he/she~~ the individual shall be ranked according to ~~his/her~~ the individual's proper seniority. Upon resumption of ~~his/her~~ duties, the break in service shall be disregarded and the individual shall be fully restored as a permanent employee with all rights and benefits.

#### 12.13.2 Transfer of Accumulated Sick Leave

Any employee who was previously employed by another California ~~Sschool~~ District shall be entitled to transfer credit for ~~his/her~~ the employee's accrued sick leave, provided that the employee requests ~~the such~~ transfer is requested within the first year of ~~his/her~~ the employee's District employment.

#### 12.13.3 Preservation of Accrued Sick Leave

If an employee leaves the District, accumulated sick leave will not be credited to the employee's final payment, but ~~said~~ the employee shall be entitled to accrued sick leave if the employee was subject to a layoff because of lack of work or lack of funds, and is reemployed within thirty-nine (39) months of being laid off.

#### 12.13.4 Verification of a Medical Condition

Any unit member who is absent from ~~his/her duties~~ work on account of accident ~~of or~~ illness shall provide to the District, at the District's request, ~~his/her~~ a physician's or licensed mental health care practitioner's written report of the unit member's physical and/or mental condition. The unit member's written release for medical information shall be submitted to the District not later than one (1) week after the District request is made. The District may require the unit member to submit to an examination by a District designated physician or practitioner provided that the District pays the cost of such examination.

#### ~~12.11.6~~ Employee Birthday

~~A unit member's birthday shall not be a paid leave day.~~

Form  
Form  
Form

## 12.14 Catastrophic Leave Donations

### 12.14.1 Purpose

The purpose of seeking catastrophic leave donations is to provide qualified employees with continued income when absence due to non-industrial accident or non-industrial illness continues beyond all vacation, compensatory time, sick leave, personal leave, and all other paid leaves available to the employee, excluding substitute differential pay and extended leave.

### 12.14.2 Catastrophic Leave Request

Any permanent employee who exhausts all income entitlement from the District and who is or will be absent for the same non-industrial illness or injury may make a written request for donation from unit members of additional paid sick leave or vacation in order to continue income entitlement from the District.

### 12.14.3 Eligibility Criteria

A recipient of catastrophic leave donations must meet all of the following criteria:

- a. Hold permanent status with the District.
- b. Exhaust full pay leave credits (see purpose 12.124.1).
- c. Suffer a catastrophic illness or injury, which precludes return to work for a prolonged period. Such illnesses or injuries include, but are not limited to stroke, kidney failure, heart attack, cancer, AIDS, other life-threatening disease, recovery from major surgery, or incapacitation as a result of severe automobile or other accident and recovery therefrom means an illness or injury that is expected to incapacitate the employee for an extended period of time and creates a financial hardship for the employee who has exhausted available paid leave.

### 12.14.4 Request and Verification Process

An employee shall submit a written request to receive donations of sick leave or vacation under this program. The request shall be submitted to the Risk Manager on the District-approved form.

If the employee is incapacitated, this form may be completed by an immediate family member or other authorized person acting at the request of the employee. ~~If the employee is in a coma, the unit may act on employee's behalf to make the request to authorize a family member or other person to act for the employee.~~ A physician or other person authorized under the healing arts status statutes must provide written verification of the catastrophic illness or injury and a prognosis the expectation that the employee will be incapacitated for an extended period of time.

~~If indicated by proper medical authority that an employee will have physical or mental limitations precluding the ability to return to work in the classification to which assigned, the employee, if eligible, shall make application to the Public Employees Retirement System for disability retirement prior to approval for use of donated leave.~~

#### 12.14.5 Sick-Catastrophic Leave Bank

Employees may donate to the Sick-Catastrophic Leave Bank (SLB) each year up to a maximum of five (5) days of accumulated sick leave and/or vacation leave. This donation may be made on an annual donation date or, upon notification from the District that an employee is in need. The donation is irrevocable. The donating employee must have available not less than ten (10) days of earned sick leave and/or vacation before any donation will be accepted.

#### 12.14.6 Illness Excluded from Catastrophic Leave

Absence due to job-related injury or illness shall be excluded from catastrophic leave.

#### 12.14.7 Leave Earning While Using Donated Leave

Employees who are receiving full salary from donated leave shall continue to earn the vacation and sick leave to which they normally are entitled. Earned vacation and sick leave from the employee's account shall be exhausted as it is earned and before using. ~~After exhaustion of such leave, the employee shall return to use of donated leave.~~

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Form  
Form



#### 12.14.8 Conclusion

The use of donated leave shall cease when any of the following occur:

- a. Return to work.
- b. Resignation for any reason, including retirement.
- c. Death of the employee.
- d. Exhaustion of all leave donated for the employee's use. If, as a result of the original request, enough leave was not donated to cover the employee's absences, a new request form may be submitted by the employee following the same guidelines as the original request.
- e. At the conclusion of one (1) full calendar year from the first date of absence.

#### 12.14.9 Continued Leave

If after the exhaustion of all income entitlements from earned leave, donated leaves and substitute differential leave, the employee still is unable to return to work, ~~he or she~~ the employee may request an extended leave in accordance with ~~the master contract~~ Article 12-10 12.11.

#### 12.14 Parental Leave

#### 12.15 Military Service-Connected Disability Leave

In addition to any other entitlement for leave of absence for illness or injury with pay, a unit member hired on or after January 1, 2017, who is a military veteran with a military service-connected disability rated at 30 percent or more by the United States Department of Veterans Affairs shall be entitled to leave of absence for illness or injury with pay of up to 12 days for the purpose of undergoing medical treatment for the unit member's military service-connected disability.

12.15.1 Credit for leave of absence for illness or injury granted under this section shall be credited to a qualifying unit member on the first day of employment and shall remain available for use for the following 12 months of employment.

12.15.2 Leave of absence for illness or injury credited pursuant to this subdivision that is not used during the 12-month period shall not be carried over and shall be forfeited.

12.15.3 Submission of satisfactory proof that a leave of absence for illness or injury granted under this section is used for treatment of a military service-connected disability may be required by the District.

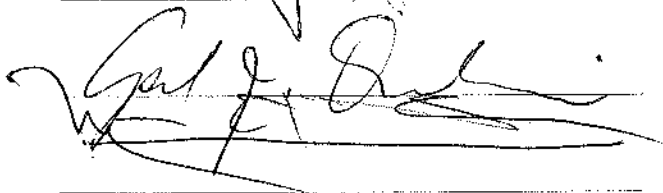
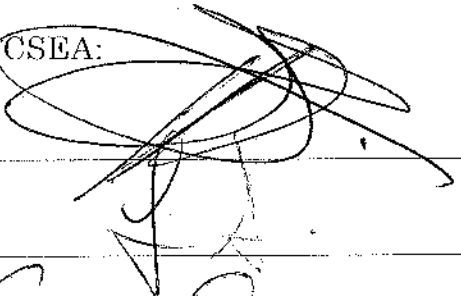
12.15.4 An eligible unit member employed five (5) days per week, who is employed for less than a full fiscal year is entitled to that proportion of 12 days' leave of absence for illness or injury as the number of months the unit member is employed bears to 12.

12.15.5 An eligible unit member employed less than five (5) days per week shall be entitled to that proportion of 12 days' leave of absence for illness or injury granted as the number of days the unit member is employed per week bears to five (5).

#### 12.16 Military Leave

Military leave shall be provided to unit members as required by law. Except as required by law, military leaves of absence shall be unpaid.

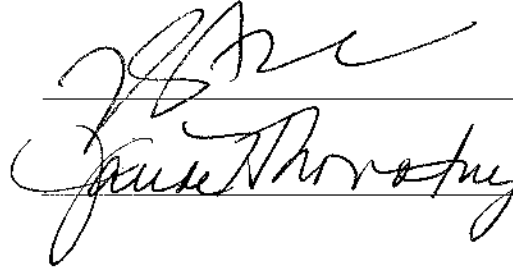
FOR CSEA:



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FOR THE DISTRICT:



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April 24, 2018

**RAVENSWOOD CITY SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #303**

**Tentative Agreement**

**ARTICLE 13: EVALUATION**

**13.1 Timelines for Evaluation, Permanent, and Probationary**

All ~~regular-permanent~~ employees will be evaluated once a year, except as provided in Article 13.4.1. Permanent employees shall be evaluated annually by April 30.

Probationary employees shall be formally evaluated at the end of the first and fifth months of employment. The evaluation at the end of the fifth month shall include a statement of the acceptability or non-acceptability of the individual as a permanent employee. Assuming service has been satisfactory, a regular employee shall become a permanent regular employee at the conclusion of six (6) months of service.

**13.2 Purpose**

All copies of the, evaluation shall be signed by both the evaluator and the employee evaluated. By signing the evaluation form, the evaluator certifies that ~~he/she~~the evaluator has met with the employee and discussed job performance, including strengths, progress, and weaknesses or problems, and needed areas of improvement.

The employee's signature on the evaluation indicates ~~d~~ only acknowledgment of having seen the form and having had an opportunity to discuss it with the evaluator, not necessarily agreement or disagreement with the statements on the form.

**13.3 Employee Rights**

If the employee disagrees with the content of the evaluation, ~~he/she~~the employee shall have the right to submit, within ten (10) working days, a statement presenting additional facts, information, explanations, and/or viewpoints which shall be attached to each copy of the evaluation. The employee may request a conference with the Director of ~~Personnel-Human Resources~~ to review the evaluation. Following ~~such--an~~ an evaluation, the employee will be responsible for complying with the specific suggestions for improvement as made by the employee's immediate supervisor.

#### 13.4 Evaluator Responsibilities

Evaluations shall be based upon direct knowledge and observations by the evaluator of the employee's performance of assigned duties and responsibilities. The evaluator shall take the responsibility for making positive and constructive suggestions ~~to the employee which may benefit~~ and provide assistance to help the employee improve ~~his/her~~ the employee's job performance, particularly regarding any deficiencies noted in the evaluation. Either party may request an additional evaluation.

13.4.1 The evaluator will develop an improvement plan for any employee that receives an evaluation with two or more ratings of "Improvement Needed" or below. The improvement plan will be developed collaboratively with the employee. The duration of the improvement plan shall not exceed six (6) months. The employee will be re-evaluated at the conclusion of the improvement plan. While an employee is on an improvement plan, the evaluator will offer a minimum of two (2) meetings with the employee to discuss the employee's progress. The employee may seek in writing up to two (2) additional meetings to discuss the employee's progress. The evaluator and the employee, upon mutual written agreement, may make adjustments to the improvement plan as needed.

#### 13.5 Evaluation Review Procedure

The substance of the evaluation shall not be subject to the grievance procedure; however, a requested review of the evaluation shall follow the normal channels in the sequence as listed: evaluator, evaluator's supervisor, Superintendent or Superintendent's designee, ~~Board of Education.~~

#### 13.6 Personnel File Contents and Inspection

##### 13.6.1 Right to Inspection

Materials in the personnel file of a unit member, which may serve as a basis for affecting the status of their employment, are to be made available for the inspection of the person involved.

##### 13.6.2 Procedures for Inspection

Every unit member shall have the right to inspect such materials upon request. Such review will normally occur during times when the employee is not actually required to render services to the District.

In the event that an employee's work schedule does not provide sufficient time for review during the working day, then the employee shall be entitled to paid release time for such review after making an appointment with the Director of ~~Personnel~~Human Resources.

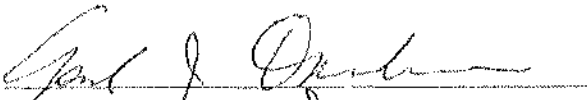
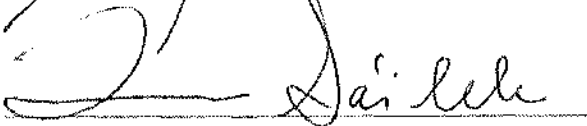
13.6.3 Derogatory Material

Information of a derogatory nature shall not be filed unless and until the unit member is given notice and an opportunity to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours and the unit member shall be released from duty for this purpose without salary reduction.

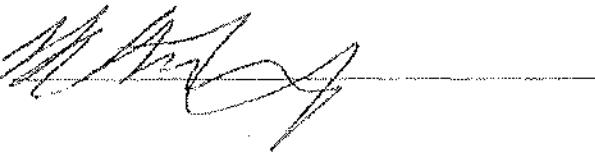
13.7 Evaluation Forms

The evaluation forms for bargaining unit members are included in Appendix of this Agreement.

FOR CSEA:

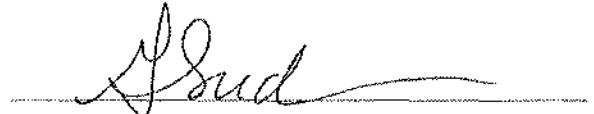
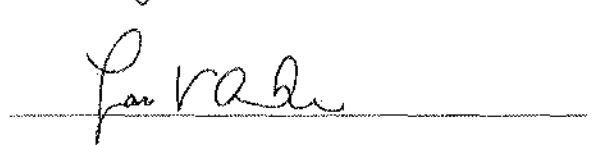
  


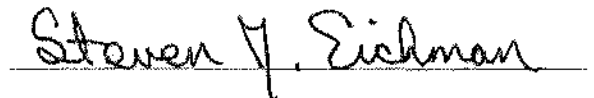


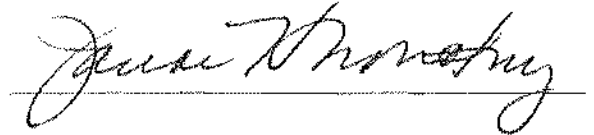


Date: 4/24/18

FOR THE DISTRICT:





Date: 4/24/2018

2045 PM

4/3/2018

RAVENSWOOD CITY SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #303

TENTATIVE AGREEMENT

ARTICLE 14: SAFETY

The District proposes the following modifications to Article 14:

14.1 Hazardous Conditions, Reports and Rights

Unit members shall be responsible for making written reports to the immediate supervisor regarding any unsafe, hazardous, unhealthy, or potentially dangerous working condition. If such a report is properly filed, a unit member will not be required to perform duties in a working area which could reasonably be determined to be hazardous to the health and safety of the unit member.

14.2 Complaint Procedure

14.2.1 Investigation

District management will investigate all complaints and will provide written response to such complaint within ten (10) working days from the time of receipt of the complaint.

14.2.2 Safety Committee

If not satisfied with the written response of the immediate supervisor, the complainant may appeal the alleged safety problem to the District-CSEA-Safety Committee, which is: A hearing panel will be composed of six (6) committee members, three (3) appointed by the Association and three (3) appointed by the District. The committee will study the problem and make written recommendation to the parties involved. A copy of such recommendation shall be submitted to the Superintendent for appropriate action.

14.2.3 Safety Committee, Scope of Responsibilities

The District-CSEA Safety Committee may conduct investigation into other unit member's safety ~~problems~~ concerns and make appropriate long-range recommendations to the Superintendent.

FOR CSEA:

*Gar J. O'Heade*  
*Frank Duke*  
*[Signature]*

*[Signature]*  
*[Signature]*

Date:

*4/3/18*

FOR THE DISTRICT:

*James Monahan*  
*[Signature]*

*Steven J. Eickman*  
*Panama*

Date: *4/3/2018*



**RAVENSWOOD CITY SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #303**

**TENTATIVE AGREEMENT**

**ARTICLE 15: CLASSIFICATION, RECLASSIFICATION,  
AND ABOLITION OF POSITIONS**

**15.1 Reclassification Procedures Purpose**

The purpose of these procedures is to determine the following:

- a. whether the duties that a unit member is performing are significantly different from those outlined in the job description;
- b. whether the range placement and classification of the employee's job is appropriate based on the duties the employee is performing;
- c. whether the range placement of the job classification on the salary schedule is appropriate based on the duties, qualifications and range placement of other job classifications on the salary schedule.

The reclassification procedure requires analyzing the existing job description against the actual duties being performed. Job descriptions are not intended to be exhaustive lists of duties, knowledge or abilities associated with the classification, but are intended to accurately reflect the principal job elements.

The purpose of a reclassification is not to achieve a comparability wage adjustment, to reward high quality work, or to address a change in the volume of work.

**15.2 Reclassification Committee**

A District Reclassification Committee shall be formed consisting of six (6) members. CSEA shall appoint three (3) committee members. The District shall appoint three (3) committee members. The Director of Human Resources shall act as chair of the committee and shall vote only to break ties on issues discussed.

**15.3 Reclassification Procedures**

If an employee or his/her the employee's supervisor feels the duties the employee currently performs differ significantly from those outlined in the current job description, the reclassification process is available as an avenue of review. Based on the criteria listed in Article 15.1, only an individual employee or the employee's supervisor may submit a reclassification request based on the criteria in 15.1(a) and 15.1(b). Only a supervisor or CSEA may submit a reclassification request based on the criteria of 15.1(c). Requests for reclassification of an entire classification that consists of more than one (1)

employee shall be made only by CSEA or the District.

The process consists of ~~five~~four levels which are as follows:

15.3.1 First Level

Employee-By February 1, the requester shall obtains appropriate forms from the Department of Human Resources on which the employee-requestee clearly describes the task(s), which differ from the present job classification reasons for the reclassification request.

15.3.2 Second Level

Also, by February 1, the requester shall complete and return the appropriate forms to Upon completion and return of the employee's forms, the immediate supervisor (immediate supervisor is the lowest level supervisor having immediate jurisdiction over the employee(s) reviews the application and provides input regarding the job responsibilities.

15.3.32 Third-Second Level

By March 1, The-the appropriate cabinet member District administrator reviews and comments on the reclassification request and forwards it to the Director of Human Resources.

15.3.43 Fourth-Third Level

By April 1, the Director of Human Resources shall convene the Reclassification Committee to review pending reclassification requests. The reclassification request is then forwarded to the Reclassification Committee. After a thorough review of the documentation submitted, the Reclassification Committee makes a recommendation will recommend one of the following to the Department of Human Resources Superintendent:

- a. A confirmation that the duties performed are consistent with those of the job description;
- b. A modification or updating of the existing job duties;
- c. The creation of a new classification with an appropriate pay range recommendation;
- d. A change to a higher existing classification;
- e. A recommendation to return to performing the duties of the current/existing classification;
- f. The consolidation of the studied classification with another existing

classification; or

- g. The realignment of the studied classification with other related classifications, which may include a recommendation to change the salary schedule range placement.

#### 15.3.54 Fifth Fourth Level

~~The Department of Human Resources acts on the recommendation unless (1) the recommendation results in the creation of a new classification and appropriate salary range or (2) the recommendation is to deny the request for reclassification. In such cases, the Department of Human Resources notifies the CSEA President of the recommendation~~

By June 1, the Superintendent shall inform the CSEA President of the action the Superintendent plans to take on the Committee's recommendation(s). Board. The CSEA president has ten (10) working days from Superintendent's notification to request negotiations regarding any part of the Superintendent's plan that is within the scope of bargaining. The resolution of all disputes regarding any implementation of a Committee recommendation and Superintendent plan that are within the scope of bargaining and are not already addressed in this Agreement shall be resolved exclusively through the collective bargaining process.

#### 15.4 Salary Placement of Reclassified Position

When a position or class of positions is reclassified upward, such reclassification shall result in a salary increase of not less than 2-1/2%. When reclassification results in advancement to the next higher range, the employee shall be placed at the same step, but in no event shall the bargaining unit member receive less than a 2-1/2% increase.

#### 15.5 Incumbent Rights

When an entire class of position is reclassified, the incumbents in the positions shall be entitled to serve in the new positions.

#### 15.6 Effective Date

The effective date of a reclassification request approved by the Superintendent shall be February 1, i.e., the date the reclassification request was submitted at the Second Level, Article 15.3.2.

#### 15.7 Abolition of a Position or a Class of Positions

If the District proposes to abolish a position or class of positions, it shall notify CSEA

and the parties shall meet and negotiate the effects of such proposed abolition.

The following provisions are moved to a new Article.

~~15.6 — Occupational Therapists~~

~~Occupational Therapists who do not hold a valid teaching credential (excluding the 30-day substitute teaching credential) in the State of California shall be designated classified employees and become unit members of the Ravenswood CSEA.~~

~~15.6.1 — Supervision~~

~~Under the direction of the Director of Special Education, the Occupational Therapist coordinates, plans and implements the occupational therapy services based on the Individual Education Program (IEP) team~~

~~15.6.2 — Work Day~~

~~RCSD and CSEA acknowledge a flexible work day to allow the Occupational Therapist to meet requirements to attend IEP meetings, write IEP goals, assess student needs through the IEP process, monitor student progress, coordinate student and staff schedule for service delivery and attend staff development opportunities. The Occupational Therapist(s) is to be on campus during the hours school is in session.~~

~~15.6.3 — Role~~

~~The Occupational Therapist also serves as a liaison between the public and private agencies as well as consults with all staff in the instructional needs of the student.~~

~~15.6.4 — Licensure~~

~~The Occupational Therapist will hold a valid license in the State of California, registration with the American Occupational Therapy Board, a certification in first aid, a certificate in CPR, and a valid California driver's license.~~

~~15.6.5 — Evaluation~~

~~When one or more unit members have been employed into the unit, both parties agree to meet and develop an evaluation instrument so that the Occupational Therapist(s) will have input in the development of the evaluation document.~~

~~15.6.6 — Service Credit~~

~~Unit member may transfer in up to ten years of experience as a licensed Occupational Therapist. Each step represents two years of experience (step~~

one equals one and two years of service.

#### ~~15.7 — After School Site Program Coordinator~~

##### ~~15.7.1 — Supervision~~

~~Under the direction of the Director of Auxiliary Programs, the After School Program Site Coordinators coordinates, plans, and implements site-based after school programs.~~

##### ~~15.7.2 — Work Day~~

~~CSEA acknowledge a flexible work day to allow the After School Program Site Coordinators to meet job. The After School Program Coordinators is to be on campus during the hours the after school program is in session.~~

##### ~~15.7.3 — Role~~

~~The After School Program Site Coordinators also serves as a liaison between public and private agencies as well as consults with all staff involved in the instructional needs of the student.~~

##### ~~15.7.4 — Funding~~

~~The After School Program Site Coordinators will meet all compliance mandates for the position. Both parties acknowledge that this position is funded categorically and must receive outside funding to be continued. The employee will be placed on range 35 of the CSEA salary schedule.~~

#### ~~15.8 — Speech Language Pathologist~~

##### ~~15.8.1 — Supervision~~

~~Under the direction of the Director of Special Education, the Speech Language Pathologist coordinates, plans, and implements the occupational therapy services based on the individual Education Program (MP) team~~

##### ~~15.8.2 — Work Day~~

~~Speech Language Pathologists will work from 8 a.m. to 4:30 p.m., including lunch on a ten month calendar. Speech Language Pathologists will typically be required to serve fifteen (15) days in addition to the instructional calendar and shall be compensated for each additional day they serve.~~

##### ~~15.8.3 — Licensure~~

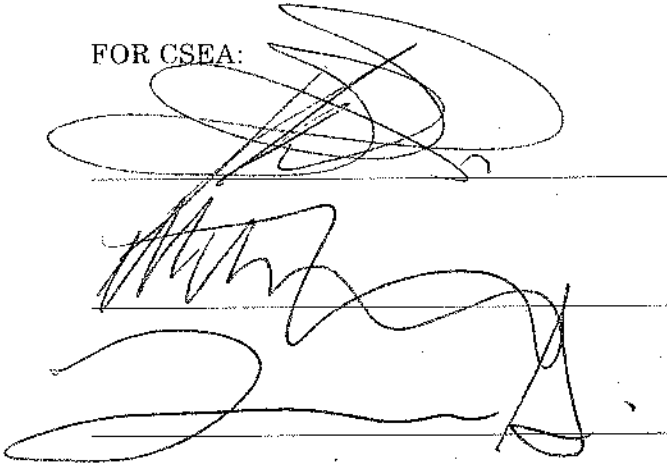
~~Speech Language Pathologists who do not hold valid clinical or rehabilitative services credentials in the State of California but who hold a valid license~~

through the California Speech Language Pathology and Audiology Board and an ASHA compliant master's degree shall be designated classified employees and become unit members of the Ravenswood CSEA.

15.8.4 Bilingual Stipend

A stipend in the amount of \$3000.00 per year shall be paid to the Bilingual/Biliterate Speech Language Pathologists. The stipend shall be paid in two installments; the first installment will be paid the last work day in December and the second installment on June 30 by separate check.

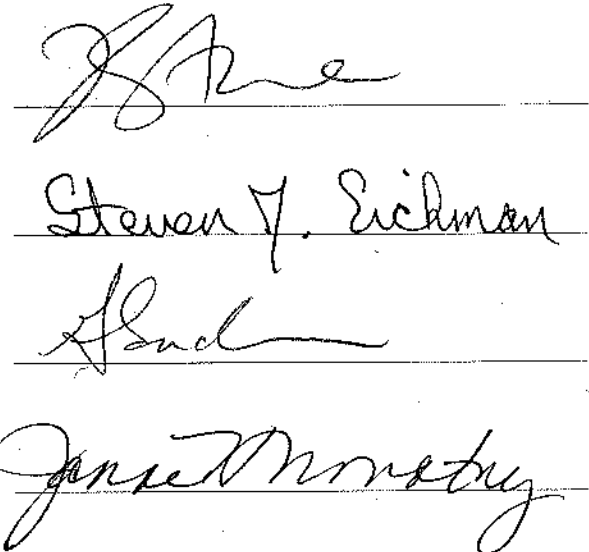
FOR CSEA:



Date:

8/30/18

FOR THE DISTRICT:



Date:

8/30/2018

**RAVENSWOOD CITY SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #303  
TENTATIVE AGREEMENT**

**ARTICLE 16: LAYOFFS AND RESIGNATIONS**

The District proposes the following modifications to Article 16:

**16.1    Education Code**

Classified employees shall be subject to layoff for lack of work or lack of funds as provided by the Education Code, including, but not limited to sections 45101(g), 45114 45117, 45298 and 45308.

**16.2    Notice of Layoff**

**16.2.1   Notice to Unit Members**

The District shall comply with the layoff notice requirements of Education Code section 45117 when notifying unit members of layoff. The layoff notice will include a copy of the Board of Trustees resolution, relevant Education Code sections, this Article 16, Layoffs, and may include other information relevant to the unit member's layoff.

**16.2.2   Notice to CSEA**

The District shall notify CSEA Chapter President and Labor Relations Representative in writing of a planned layoff as soon as possible prior to the layoff and no later than before the Board of Trustees meeting at which a layoff resolution will be considered. The notice to CSEA will include a copy of the proposed layoff resolution and a current classified employee seniority list.

**16.3    Length of Service**

Pursuant to Education Code section 45308, "length of service" shall mean date of hire into a probationary or permanent classified position.

**16.4    Seniority List**

The District shall maintain a seniority list that shall include employee name, date of hire into a probationary or permanent classified position,

current classification, FTE in current classification, previous classifications served, and, to the extent possible, FTE of previous classifications served and dates of service in previous classifications. If the FTE and dates of service in previous classifications are not available, the District and CSEA will meet to assess whether the absence of this information affects the order of layoff. If the order of layoff as required by Education Code section 45308(a) and section 16.5 below is affected by the absence of this information, the parties will meet and negotiate the effects.

#### 16.5 Order of Layoff and Reemployment

Pursuant to Education Code section 45308(a), If a classified employee is laid off, the order of layoff within the class shall be determined by date of hire. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in order of seniority. The application and interpretation of this section and the relevant Education Code provisions shall be subject to Section 16.6, Duty to Bargain Effects.

#### 16.26 Duty to Bargain Effects

The District and CSEA agree to meet ~~than~~and negotiate regarding the effects of any layoff in accordance with law.

#### 16.37 Education Code Supersedes Agreement

This Article shall in no manner impede, preclude, prevent, or delay the layoff of classified employees by the District in accordance with the provisions of the Education Code; nor shall meeting and negotiation regarding the effects of a layoff in any manner impede, preclude, prevent, or delay the layoff of classified employees by the District in the manner prescribed in the Education Code.

#### 16.48 Emergencies

Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of unit employees, nor layoff for lack of work resulting from causes not foreseeable nor preventable by the Governing Board, without the notice required under the Education Code.



16.59 Reemployment Rights/Voluntary Demotion (Education Code Section 45298)

(a) Unit members laid off because of lack of work or lack of funds are eligible for reemployment within for a period of thirty-nine (39) months as follows:

(1) The unit member's reemployment and shall be reemployed in shall take preference to over new applicants.

(2) In addition, such persons laid offThe unit member have shall have the right to participate in promotional examinations within the District during the period of thirty-nine (39) months.

(3) If the unit member is reemployed in a position and fails to complete the probationary period in the new position, the unit member shall be returned to the reemployment list for the remainder of the 39-month period. The remaining time period shall be calculated as the time remaining in the 39-month period as of the date of reemployment.

(b) Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months; provided months, provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply.

(c) A unit member who takes a voluntary demotion or a voluntary reduction in assigned time in lieu of layoff shall be, at the option of the unit member, returned to a position in the unit member's former class or to a position with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list the unit member shall be ranked on that list in accordance with the unit member's proper seniority.

As defined in Education Code section 45101(g), "Layoff for lack of funds or layoff for lack of work" includes any reduction in hours of employment or assignment to a class or grade lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff.

## 16.610 /ResponsibilitiesReemployment Notice Requirements

### 16. 610.1 Before the effective date of Laid-Off Bargaining Unit Members

a layoff, the Human Resources Department shall solicit from each employee who will be laid off the individual's preferred methods of contact information for receiving notices of reemployment right opportunities. Individuals who are on the reemployment list are responsible for keeping the Human Resources OfficeDepartment informed of the individual's current email address, postal address, home and cellular phone numbers. 16.7 Reemployment Notice Requirementspreferred contact information.

16. 610.2 Any employee who is laid off and is subsequently eligible for reemployment shall be notified by the District of an opening in any one or combination of the following methods: email to the individual's personal email address on file, and/or personal telephone call(s) to the individual's home and/or cellular phone numbers, through all preferred methods of contact provided to the District by the individual. If the District is unable to confirm personal contact with the individual personally by email or phone call, the District shall give written notice by certified mail, return receipt or delivery confirmation requested, to the last address given to the District by the employeeindividual.

### 16.811 Employee Response to Reemployment Offer

An employee shall notify the District of his or her intent to accept or refuse reemployment within five (5) working days following the earliest of personal contact by the District of the reemployment offer or USPS delivery confirmation of the reemployment notice. If the employee accepts reemployment, the employee must report to work within ten (10) working days following acceptance of the reemployment offer. An employee given notice of reemployment need not accept the reemployment offer to maintain the employee's eligibility on the reemployment list; provided the employee notifies the District of refusal of reemployment within five (5) working days from receipt of the reemployment offer.

### 16.912 Reinstatement Rights after a Voluntary Resignation

Any permanent classified unit member of the District who voluntarily resigns from a permanent classified position may be reinstated or reemployed by the Governing Board within twelve (12) months after the unit member's last day of paid service and without further competitive examination, to a position in the unit member's former classification as a

~~permanent employee or as a permanent employee in a related class or a lower class in which the employee formerly had permanent status.~~

~~If the Governing Board elects to reinstate or reemploy a person as a permanent employee under the provisions of this section, it shall disregard the break in service of the employee, and classify the employee as a permanent employee, and restore all of the rights, benefits and burdens of a permanent employee in the class to which the employee is reinstated or reemployed.~~

#### 16.4012 Effect of Grievance Arbitration on Layoff

If a grievance is filed under Article 4 claiming a violation of this layoff procedure (Article 10), CSEA agrees that the District may proceed with the layoff or recall without staying the procedure subject to subsequent review, of the issue by the arbitrator. The arbitrator's review and decision relative to violation of the layoff procedure shall be binding.

#### 16.4113 Cause for Layoff Not Grievable

The question as to whether or not there is cause for a layoff shall not be grievable under this or any other Article of this Agreement.

#### 16.4214 Effects of Improper Layoff

Provided that a grievance is timely filed in accordance with the grievance procedure set forth in Article 4 of this Agreement, an employee who is determined to have been improperly laid off because of a violation of this Article, shall be reemployed immediately upon a determination that the employee was laid off in violation of the layoff procedure. The employee shall be made whole for all losses incurred, including salary, vacation, sick leave, and seniority and all. If the employee was enrolled in District-offered insurance plans on the effective date of layoff, the District will reimburse all verifiable medical and dental expenses, including incurred premiums, incurred while laid off, to the extent the claimed expenses would have been covered by the insurance plans in which the employee was previously enrolled.

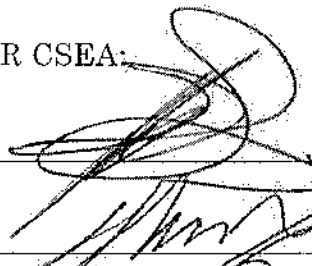
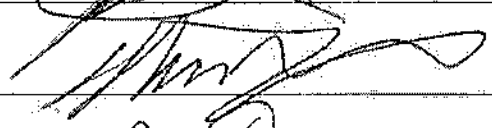

#### 16.4215 Reinstatement/Reemployment Rights after a Voluntary Resignation

Any permanent classified unit member of the District who voluntarily resigns from a permanent classified position may be reinstated or reemployed by the Governing Board within twelve (12) months after the unit member's last day of paid service and without further competitive examination, to a position in the unit member's former classification as a

permanent employee or as a permanent employee in a related class or a lower class in which the employee formerly had permanent status.

If the Governing Board elects to reinstate or reemploy a person as a permanent employee under the provisions of this section, it shall disregard the break in service of the employee, and classify the employee as a permanent employee, and restore all of the rights, benefits and burdens of a permanent employee in the class to which the employee is reinstated or reemployed. Reemployment following a voluntary resignation is solely at the discretion of the Governing Board.


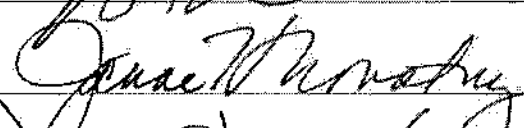
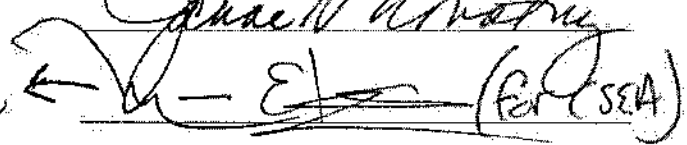


FOR CSEA:

Date:

6/5/19

FOR THE DISTRICT:

  
  
 ←  -  (for CSEA)

Date:

6/5/19

10.50mm  
TH

June 20, 2019

**RAVENSWOOD CITY SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #303**

**TENTATIVE AGREEMENT**

**ARTICLE 17: DISCIPLINARY ACTION**

17.0 Permanent classified employees shall be subject to disciplinary action for cause only. The provisions of this Article shall not apply to a probationary employee.

17.1 Definition of Disciplinary Action

~~Permanent classified employees shall be subject to disciplinary action for cause only. The provisions of this Article shall not apply to a probationary employee.~~ "Disciplinary action" includes any action whereby an employee is deprived of any classification or incident of any classification in which the employee has permanence, without his/her employee's voluntary consent, except a layoff for lack of work or lack of funds, and includes:

17.1.1 Dismissal

Removal from the employment of the District.

17.1.2 Suspension

Temporary removal from service ~~for~~ for a specified period of time ~~with or without pay.~~

17.1.3 Involuntary Demotion

Placement in a lower classification without the employee's written consent.

17.1.4 Involuntary Reassignment

A change of assignment whereby an employee is ~~voluntarily~~ deprived of any classification or any incident of any classification in which ~~he/she~~ the employee ~~has~~ has permanence, ~~except a layoff for lack of work or lack of funds.~~ [Education Code Section 4510(e).]

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MP #4847-4024-0967 v2

MP #4847-4024-0967 v4  
MP #4847-4024-0967 v5  
MP #4847-4024-0967 v7

## 17.2 Causes for Disciplinary Action

Disciplinary action may be taken for any of the following causes:

- a. Unauthorized absence.
- b. Commitment or conviction of any criminal act, whether a misdemeanor or felony. As used ~~herein~~ in this Article, conviction means a plea or verdict of guilty or finding of guilt by a court in a trial without a jury or a plea.
- c. Failure to adequately perform the requirements of the position held.
- d. Failure to comply with contractual conditions of employment.
- e. Insubordination.
- f. Disorderly or immoral conduct.
- g. Intoxication or use of intoxicants while on the job.
- h. Use of narcotics or controlled substances on the job or reporting to work while under the influence of a narcotic or controlled substance.
- i. Physical and/or mental inability to perform assigned duties.
- j. Neglectful ~~of~~ or willful damage to public property or waste of public supplies or equipment.
- k. Habitual tardiness.
- l. Habitual absenteeism.
- m. Falsifying any information submitted to the District.
- n. Dishonesty.
- o. Violation of any lawful regulation or policy of the ~~School~~-District or reasonable order of a supervisor.
- p. Inability to work with others to the detriment of the District.
- q. Abandonment of position.
- r. Discourteous, offensive or abusive treatment of the public, other employees or pupils.

- s. Failure to maintain licenses or certificates required for the position by law, District policy or job description.
- t. Misappropriation of District funds or properly.

### 17.3 Disciplinary Procedures

#### 17.3.1 Progressive Discipline

Except in those situations where immediate disciplinary action is justified, disciplinary action will not be initiated unless and until warnings have been issued to correct a problem leading up to the use of the disciplinary procedure. Such warnings will state the nature of the problem to be corrected and a specific time period given within which to correct the problem without incurring disciplinary action. The warning shall also include the disciplinary action which will may be recommended if the problem is not corrected.

#### 17.3.2 Pre disciplinary Hearing

~~An employee against whom disciplinary action may be taken shall meet with the Superintendent or his/her designee prior to written notification of official charges. The employee shall be informed orally of the reasons for disciplinary action and the action to be taken and be given an opportunity to respond.~~

~~The employee shall be told the nature of the meeting and the right to be represented at this informal meeting by a representative of his/her choice.~~

### 17.4 Discipline Procedures

#### 17.4.1 Preliminary Written Notice

17.4.1.1 A permanent classified employee shall receive a preliminary written notice of the proposed disciplinedisciplinary action. The written notice must contain a specific statement of charges or grounds upon which the proposed disciplinary action is based and the date the proposed disciplinary action will be effective.

17.4.1.2 Any known written materials, reports or documentation upon which the proposed disciplinary action is based must be attached to the preliminary written notice.

17.4.1.3 The classified employee shall have the right to respond either orally or in writing within ten (10) calendar days to

the Superintendent or designee ("Skelly Officer"). The Skelly Officer shall not have been involved in any previous step of the disciplinary process. The purpose of the meeting shall be to permit the employee to respond to the charges against the employee, to offer information regarding the proposed discipline, and to discuss the materials, if any, on which the proposed action is based.

17.4.1.4 The Superintendent or designee Skelly Officer shall consider the employee's response and may investigate the employee's claims. Within 15 calendar days of the employee's response, the Skelly Officer shall recommend within 15 calendar days that the proposed disciplinary action either be taken or not taken recommend in writing to uphold, modify or withdraw the proposed disciplinary action.

17.4.2 Written Notice Notice of Intention to Discipline

An employee against whom disciplinary action is taken shall be informed of the following in writing, either in person or by certified/registered mail to the last known address:

- a. Statement of Charges: A statement of the specific charges against the employee shall be written in ordinary and concise language and shall include the cause and the specific acts and omissions on which the disciplinary action is based. Any written materials, reports or documentation on which the disciplinary action is based shall be attached. No charge, however, shall be made for acts and omissions which occurred prior to the employees becoming permanent nor more than two (2) years prior to the filing of this statement of charges, unless such facts were concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.
- b. Right to a Hearing: The notice shall contain a statement of the employee's rights to a hearing on those charges before the Board of Trustees or before an advisory arbitrator by request of CSEA or the Board. The time within which a hearing may be requested shall not be less more than five (5) 30 calendar days after service of the notice on the employee, and the notice shall be accompanied by a paper, the signing and filing of which with



the Superintendent or designee shall constitute a demand for a hearing and a denial of all charges. Failure of the employee to file a request for hearing within the time specified shall constitute a waiver of the employee's right to a hearing.

#### 17.5 Immediate Suspension

When circumstances exist in which an employee's presence could cause a real and present danger to the welfare or safety of the District, the public, students or employees, the District may immediately suspend ~~that employee~~ the employee with or without pay. Such ~~An~~ immediate suspension may be ordered by the Superintendent or his/her designee. Within two (2) working days of any such suspension, the District shall schedule the informal meeting referred to in ~~17.3.2~~ 17.4.1.

#### 17.6 Appeal Procedure – Suspension of Five (5) Days or Fewer

##### ~~17.4.1 Scheduling of Hearing~~

~~A formal hearing shall be held within a reasonable period of time after the filing of a request for a hearing.~~

##### ~~17.4.2 Failure to Request a Hearing~~

~~If the employee does not request a hearing within five (5) calendar days following receipt of the charges, disciplinary action may be taken without a hearing.~~

##### ~~17.4.3 Representation at a Hearing~~

~~The employee may be represented at the hearing by a representative of his or her choice.~~

##### ~~17.4.4 Use of Evidence at a Hearing~~

~~Technical rules of evidence shall not apply at the hearing.~~

#### 17.4.5 Suspension of Five (5) Days or Fewer

For a suspension of five (5) days or fewer, the hearing shall be delegated to the Superintendent or his/her designee.

#### 17.7 Appeal to Advisory Arbitration - Suspension in Excess of Five (5) Days, Demotion or Dismissal

~~Upon the employee's request, a~~ An appeal hearing for suspension of six (6) days or more, demotion, or dismissal shall be conducted by the an arbitrator Board of Trustees or, at the Board's sole discretion, a Hearing officer appointed by the Board ("Hearing Authority"). the Board of Trustees or, at the Board's or CSEA's request, a Hearing Officer may be appointed to hear the matter and issue an advisory recommendation to the Board of Trustees ("Hearing Authority").

~~At the employee's expense an Administrative Law Judge, Arbitrator or State Mediator can conduct an advisory hearing with final determination remaining with the Board of Trustees. Either the employee or the Board of Trustees District may request that a record of the hearing be made. The requesting party shall bear the cost of such record.~~

##### 17.7.1 Arbitrator Selection Advisory Arbitration

~~The District shall select an arbitrator with experience in California public employee discipline. If advisory arbitration is requested, the arbitrator shall be mutually selected by CSEA and the District. If CSEA and the District are unable to agree on an arbitrator within ten (10) calendar days, a selection shall be made from a list of five (5) names provided by the State Mediation and Conciliation Service with the parties alternately striking names until only one (1) remains. A coin toss shall determine which party strikes the first name.~~

##### 17.7.2 Costs

~~The fees and expenses of the arbitrator and court reporter shall be borne by the District. If any party requests a transcript of the proceedings, that party shall bear the full costs of the transcript. If the parties request one (1) transcript, the total costs of the transcript shall be divided equally between the parties. All costs for the services of the arbitrator, including but not limited to per diem expenses, travel and subsistence expenses and cost of a hearing room, if any, will be borne equally by CSEA and the District.~~

however, if the arbitrator's recommended decision is rejected in its entirety or substantially modified by the Board of Trustees, the District shall reimburse CSEA for all hearing officer costs described in this section.

#### 17.7.3 Notice of Hearing

The Hearing Authority shall set the matter for hearing and shall give the employee at least 20 calendar days' notice in writing of the date and place of the hearing. The hearing and the Board's consideration of the Hearing Officer's proposed decision shall be conducted in closed session unless the employee requests an open hearing in the employee's written request for a hearing.

#### 17.7.4 Rights of Employee

The employee shall attend any hearing, unless excused by the Hearing Authority, and shall be entitled to:

- (1) be represented by counsel or any other person at the hearing
- (2) testify under oath;
- (3) compel the attendance of other District employees to testify in the employee's behalf;
- (4) cross-examine all witnesses appearing against the employee and all District employees whose actions are in question or who have investigated any of the matters involved in the hearing and whose reports are offered in evidence before the Hearing Authority;
- (5) impeach any witness;
- (6) present such evidence as the Hearing Authority deems pertinent to the inquiry;
- (7) argue the employee's case.

The party attempting to substantiate the charges against the employee shall be entitled to the same privileges.

#### 17.7.5 Evidence

The hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant

evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be admitted for any purpose but shall not be sufficient in itself to support a finding unless it would be admissible in civil actions. The rules of privileges and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.

#### 17.7.6 Exclusion of Witnesses

The Hearing Authority may in the Hearing Authority's discretion exclude witnesses not under examination, except the employee and the party attempting to substantiate the charges against the employee, and their respective counsel. When hearing testimony that may bring disrepute to persons other than the accused employee, all persons not having a direct interest in the hearing may be excluded.

#### 17.7.7 Burden Of Proof

The burden of proof shall be upon the party attempting on the District to substantiate the charges for discipline.

#### 17.7.8 Arbitrator's Advisory Authority

The arbitrator's advisory opinion shall assess whether sufficient cause exists for disciplinary action in accordance with accepted arbitral standards of contract interpretation and "just cause."

#### 17.7.9 Advisory Decision

The arbitrator's proposed decision will be in writing and will set forth the arbitrator's findings of fact, reasoning, and conclusions. A copy of the proposed decision will be submitted to the Governing Board, CSEA, and the unit member.

#### 17.7.10 Governing Board's Decision

17.7.10.1 After the Board receives the arbitrator's proposed decision, the Board may:

Adopt the proposed decision in its entirety;

Reduce the discipline set forth in the proposed decision and adopt the balance of the proposed decision;

Reject a proposed reduction in discipline, approve the discipline sought by the District or any lesser penalty, and adopt the balance of the proposed decision;

Reject the proposed decision in its entirety.

17.7.7.10.2 If the Board rejects the proposed decision in its entirety, each party shall be notified and the Board may decide the case on the record including the transcript, with or without taking additional evidence, or may refer the case to the same or another arbitrator to take additional evidence. If the case is assigned to an arbitrator, the arbitrator shall prepare a proposed decision, as provided above upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of this proposed decision shall be furnished to the unit member and CSEA within ten (10) days after the proposed decision is filed with the Board.

17.7.10.3 The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any.

A copy of the Board's Decision shall be delivered to the unit member and his/her designated representative and to CSEA personally or by mail. The decision of the Board shall be final and conclusive and not subject to Article 4: Grievance Procedure.

#### 17.6.2.6 Findings And Decision

Upon completion of the hearing, written Proposed Findings of Fact and Conclusions shall be signed and filed with the Governing Board, by the Hearing Officer which shall constitute the Hearing Officer's decision. If the hearing is before an advisory arbitrator, the Governing Board shall decide whether to adopt the arbitrator's findings and conclusions. If the Governing Board adopts the Hearing Officer's arbitrator's findings and conclusions, it need not

review the record of the hearing; if it declines to accept the findings and conclusions, it must review the record or provide for an additional opportunity for the parties to be heard, after which it may adopt the findings and conclusions made by the Hearing Officerarbitrator, or adopt its own findings and conclusions. If the Board was the Hearing Authority, it shall adopt written findings and conclusions.

Unless the decision provides otherwise, it shall be effective immediately. Notice of the decision adopted by the Governing Board shall be mailed promptly to the employee or the employee's counsel or representative. Except for the correction of clerical error, the Board's decision shall be final and conclusive and not subject to Article 4: Grievance Procedure.

#### 17.7.11 Report Of Hearings

Hearings maywill be conducted without a stenographic reporter or audio tape recording, unless either party requests that the hearing be reported or recorded. Both partiesCSEA and the District shall share equally the cost or fee for the reporting or recording.

#### 17.7.12 Transcripts Of Hearings

Transcripts of hearing shall be furnished to any person on payment of the cost of preparing such transcripts. A party who requests a transcript shall notify the other party of the request and provide an opportunity for the parties to share the costs of the transcript preparation.

#### 17.7.13 Continuances

The Hearing Authority may grant a continuance of any hearing upon such terms and conditions as the Hearing Authority may deem proper. The employee shall remain on unpaid suspension for the period of any continuance. Any request for continuance made less than 48 hours prior to the time set for the hearing will be denied unless good cause is shown for the continuance.

#### 17.7.14 Judicial Review

Judicial review of the Governing Board's decision is available pursuant to Code of Civil Procedure Section 1094.5 only if the petition for writ of mandate is filed within the time limit specified in Code of Civil Procedure Section 1094.6.

17.4.7 Hearing Before the Board of Trustees

~~A hearing before the Board of Education Trustees shall be in Closed Session unless the employee makes a written request for a public hearing at least five (5) days prior to the hearing. The Board may deliberate in closed session the absence of the employee and the administration. The decision of the Board of Education shall be final and binding and not subject to the grievance or arbitration provisions of this Agreement.~~

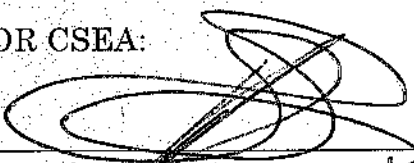

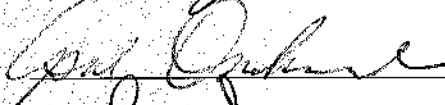
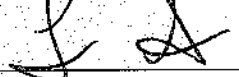
17.4.8 Right to Testify and Call Witnesses

~~The employee shall have the right to personally appear and testify, to call witnesses, and to cross examine witnesses called by the administration.~~

17.8 Disciplinary Settlement

A disciplinary settlement may be reached at any time following the service of notice of discipline. The terms of the settlement shall be reduced to writing. ~~An employee offered such a settlement shall be granted five (5) working days to accept or reject such the proposed disciplinary settlement.~~

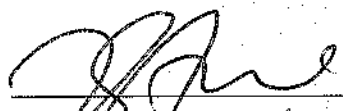
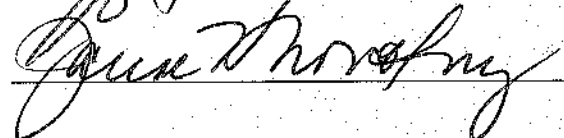
FOR CSEA:

Date:

6/20/19

FOR THE DISTRICT:

Date:

6/20/19

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MP #4847-4024-0967 v7

10/10/19 7A

**RAVENSWOOD CITY SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #303**

**CSEA PROPOSAL TO RCSD**

**ARTICLE 18: MISCELLANEOUS PROVISIONS**

CSEA proposes the following modifications to Article 18:

**18.1 Savings**

If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. becomes invalid by operation of law or order of a court of competent jurisdiction, or if compliance with or enforcement of any provision is restrained by any tribunal, the remaining provisions of this Agreement shall not be affected thereby, and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for the invalid provision.

**18.2 No Discrimination**

The District shall not discriminate against any unit member on the basis of race, religious creed, religion, physical handicap, age, or national origin color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

**18.3 Contracting Out**

No contract for services which might adversely affect employees in the bargaining unit shall be awarded until CSEA has been provided ten (10) days advance notice of such proposed award. The District shall meet with CSEA and negotiate the impacts of any service contract which adversely affects classification in the bargaining unit.

**18.3 Complete Understanding**

Except as required by law, as specifically authorized in this Agreement or as mutually agreed by the parties, no further negotiations shall take place on any item within the scope of bargaining during the term of this Agreement. The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. This Agreement terminates and supersedes any past practices, agreements, procedures, traditions, and rules or



regulations inconsistent with the terms of this Agreement.

**18.4 Duration Term of Agreement**

This Agreement shall take effect on the date approved by the Governing Board, which will occur only after ratification by CSEA, except as specifically described in any article, and shall remain in full force and effect, up to and including June 30, 2022.

**18.4.1 Designated Reopeners – 2019-2020 School Year**

Unless the parties mutually agree to reopen any specific section or article, the parties agree not to reopen this Agreement for the 2019-2020 school year.

**18.4.2 Designated Reopeners – 2020-2021 School Year**

For the 2020-2021 school year, the parties agree to reopen Article 6, Wages and Benefits, and each party may reopen no more than two (2) additional articles. In addition, the parties may mutually agree to reopen any section or article at any time. The parties agree to sunshine proposals in February and begin meeting and negotiating during March.

**18.4.3 Designated Reopener – 2021-2022 School Year**

For the 2021-2022 school year, the parties agree to reopen only Article-6 Wages and Benefits, 12, Compensation.

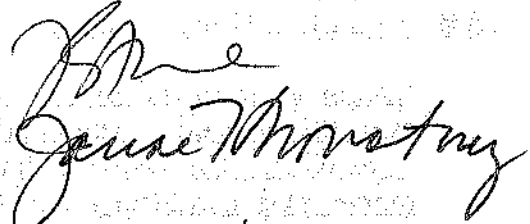
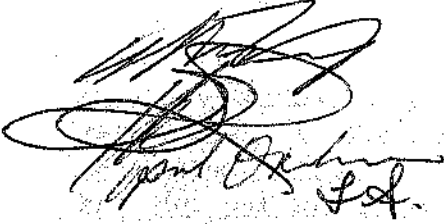
**18.5 Successor Agreement Bargaining**

The parties agree to "sunshine" proposals for a successor collective bargaining agreement, no later than, in February 2022.

This agreement shall be for a three (3) year term, from July 1, 2014 through June 30, 2017. Both parties agree to reopen negotiations on three (3) two (2) items each, including Article-6 Wages and Benefits for each year: 2015-2016 and 2016-2017.

FOR CSEA:

FOR THE DISTRICT:



Date: 6/20/19

Date: 6/20/19

4/24/18

1:27pm

RAVENSWOOD CITY SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #303

CSEA Counter Proposal to District

ARTICLE \_\_: DESIGNATED CLASSIFICATIONS

\_\_\_.1 Occupational Therapists

Occupational Therapists who do not hold a valid teaching credential (excluding the 30-day substitute teaching credential) in the State of California shall be designated classified employees and become ~~bargaining unit members of the Ravenswood CSEA of the bargaining unit represented by CSEA Chapter #303~~

\_\_\_1.1 ~~Supervision~~

~~Under the direction of the Director of Special Education, the Occupational Therapist coordinates, plans and implements the occupational therapy services based on the Individual Education Program (IEP) team~~

\_\_\_1.1 Work Day

~~RCSD-The District and CSEA acknowledge a "flexible work day" to allow the Occupational Therapist to meet requirements to attend IEP meetings, write IEP goals, assess student needs through the IEP process, monitor student progress, coordinate student and staff schedule for service delivery and attend staff development opportunities. The Occupational Therapist(s) is to be on campus during the hours school is in session. A "Flexible Work Day" shall not be construed to be an exemption from Overtime requirements established in this agreement or in the California Education Code.~~

\_\_\_1.3 ~~Role~~

~~The Occupational Therapist also serves as a liaison between the public and private agencies as well as consults with all staff in the instructional needs of the student.~~

\_\_\_1.2 Licensure

The Occupational Therapist will hold a valid license in the State of California, registration with the American Occupational Therapy

Board, a certification in first aid, a certificate in CPR, and a valid California driver's license.

1.3 Evaluation

When one or more ~~unit members~~ occupational therapists have been employed into the unit, both parties agree to meet and develop an appropriate evaluation instrument, ~~so that the Occupational Therapist(s) will have input in the development of the evaluation document.~~

1.4 Service Credit

Unit member may transfer in up to ten years of experience as a licensed Occupational Therapist for salary schedule placement purposes. Each step represents two years of experience (step one equals one and two years of service).

2 After School Site Program Coordinator

~~2.1 Supervision~~

~~Under the direction of the Director of Auxiliary Programs, the After School Program Site Coordinators coordinates, plans, and implements site-based after-school programs.~~

2.1 Work Day

CSEA acknowledge a "flexible work day" to allow the After School Program Site Coordinators to meet job. The After School Program Coordinators is to be on campus during the hours the after school program is in session. A "Flexible Work Day" shall not be construed to be an exemption from Overtime requirements established in this agreement or in the California Education Code.

~~2.3 Role~~

~~The After School Program Site Coordinators also serves as a liaison between public and private agencies as well as consults with all staff involved in the instructional needs of the student.~~

~~2.4 Funding~~

~~The After School Program Site Coordinators will meet all compliance mandates for the position. Both parties acknowledge that this position is funded categorically and must receive outside~~

~~funding to be continued. The employee will be placed on range 35 of the CSEA salary schedule.~~

3 Speech Language Pathologist

~~3.1~~ Supervision

~~Under the direction of the Director of Special Education, the Speech Language Pathologist coordinates, plans, and implements the occupational therapy services based on the individual Education Program (MP) team~~

3.1 Work Day

Speech Language Pathologists will work from 8 a.m. to 4:30 p.m., including lunch ~~on a ten-month calendar~~. Speech Language Pathologists will typically be required to serve fifteen (15) days in addition to the instructional calendar and shall be compensated for each additional day they serve.

3.2 Licensure

Speech Language Pathologists who do not hold valid clinical or rehabilitative services credentials in the State of California but who hold a valid license through the California Speech-Language Pathology and Audiology Board and an ASHA compliant master's degree shall be designated classified employees and become bargaining unit members of the Ravenswood CSEA

3.3 Bilingual Stipend

A stipend in the amount of \$3000.00 per year shall be paid to the Bilingual/Biliterate Speech Language Pathologists. The stipend shall be paid in two installments; the first installment will be paid the last work day in December and the second installment on June 30 by separate check.

FOR CSEA:

Angela Drake

Mr. [Signature]

[Signature] Sa?line

Genl J. Ouel

DATE:

4/24/18

FOR THE DISTRICT:

[Signature]

[Signature]

Steven J. Eichman

James [Signature]

DATE: 4/24/2018

**CSEA Salary Schedule Effective July 1, 2015**

Ravenswood City School District  
Classified Salary Schedule  
Effective July 1, 2015

Position/Title	Range		Step A	Step B	Step C	Step D	Step E
Senior Service Aide	11	Hourly:	11.52	12.99	13.60	14.24	14.92
Instructional Aide Intern		Monthly (7.5 Hours):	1,870.30	2,110.75	2,208.29	2,312.63	2,423.79
		Monthly (8 Hours):	1,995.06	2,251.39	2,355.73	2,466.89	2,585.98
School Support Staff	15	Hourly:	13.61	14.24	14.93	15.64	16.41
		Monthly (7.5 Hours):	2,210.56	2,312.63	2,426.05	2,540.61	2,665.37
		Monthly (8 Hours):	2,358.00	2,466.89	2,587.11	2,710.74	2,843.44
Attendance Specialist	16	Hourly:	13.93	14.51	15.58	16.03	16.81
Library Clerk		Monthly (7.5 Hours):	2,263.86	2,358.00	2,531.53	2,602.99	2,730.02
Secretary I		Monthly (8 Hours):	2,414.71	2,515.66	2,700.53	2,776.52	2,911.49
Assistant Counselor	17	Hourly:	14.27	14.93	15.64	16.42	17.18
School Age Ext. Program		Monthly (7.5 Hours):	2,318.30	2,426.05	2,540.61	2,667.64	2,790.13
		Monthly (8 Hours):	2,472.56	2,587.11	2,710.74	2,845.71	2,976.14
Counselor Intern	19	Hourly:	14.61	15.32	16.03	16.82	17.62
Nutritional Aide		Monthly (7.5 Hours):	2,372.75	2,488.43	2,602.99	2,732.29	2,862.72
		Monthly (8 Hours):	2,531.53	2,654.03	2,776.52	2,913.76	3,053.27
Computer Proctor	20	Hourly:	15.62	16.37	17.16	17.96	18.81
Curriculum/Toy Librarian, C.C.		Monthly (7.5 Hours):	2,538.20	2,659.68	2,786.94	2,917.66	3,059.96
District Receptionist/Typist		Monthly (8 Hours):	2,707.11	2,836.68	2,972.04	3,112.02	3,263.57
Statistical Assistant, Migrant Ed							
Child Nutrition & Education Worker							
Bilingual School Clerk							
Instructional Aide II							
State PreSchool Inst. Aide							

Ravenswood City School District  
Classified Salary Schedule  
Effective July 1, 2015

Computer Proctor Operator	21	Hourly:	15.68	16.46	17.22	18.04	18.89
		Monthly (7.5 Hours):	2,546.28	2,673.31	2,798.07	2,929.64	3,068.01
		Monthly (8 Hours):	2,716.41	2,851.38	2,984.08	3,125.86	3,272.17
Bilingual Inst. Aide - Migrant	22	Hourly:	16.05	16.82	17.64	18.47	19.35
Campus Relations Coordinator		Monthly (7.5 Hours):	2,607.53	2,732.29	2,866.12	2,999.96	3,144.00
ParaEducator - Special Ed.		Monthly (8 Hours):	2,781.06	2,913.76	3,056.67	3,199.58	3,352.70
Secretary I / Child Nut. & Ed.							
After School Program Class Leader							
Laborer	24	Hourly:	16.83	17.64	18.49	19.39	20.32
Offset Equipment Operator		Monthly (7.5 Hours):	2,733.42	2,866.12	3,003.36	3,149.67	3,300.52
Secretary II		Monthly (8 Hours):	2,916.03	3,056.67	3,204.12	3,359.50	3,520.56
Secretary II, Translator							
School Office Manager							
Custodian	25	Hourly:	17.24	18.04	19.25	19.83	20.79
Grounds Specialist		Monthly (7.5 Hours):	2,800.34	2,929.64	3,126.99	3,221.13	3,377.65
Storekeeper		Monthly (8 Hours):	2,986.35	3,125.86	3,334.55	3,435.49	3,603.35
Administrative Secretary	26	Hourly:	17.64	18.49	19.39	20.33	21.30
Child Nut. & Ed. Manager		Monthly (7.5 Hours):	2,866.12	3,003.36	3,149.67	3,302.79	3,460.44
Library Inst. Materials Assistant		Monthly (8 Hours):	3,056.67	3,204.12	3,359.50	3,522.83	3,691.82
Library Inst. Media Assistant							
Senior Account Specialist							
School/Parent Liasion							
School Health Aide							
Counselor/School Age Program	27	Hourly:	18.06	18.94	19.85	20.82	21.80
Equipment Operator		Monthly (7.5 Hours):	2,934.18	3,077.08	3,224.53	3,381.05	3,542.11
		Monthly (8 Hours):	3,129.26	3,282.37	3,440.03	3,606.76	3,778.02



Ravenswood City School District  
Classified Salary Schedule  
Effective July 1, 2015

Bus Driver/Maintenance Man	28	Hourly:	18.50	19.40	20.33	21.30	22.34
Lead Custodian		Monthly (7.5 Hours):	3,005.63	3,150.81	3,302.79	3,460.44	3,629.44
Van Driver		Monthly (8 Hours):	3,206.38	3,361.77	3,522.83	3,691.82	3,871.02
Grounds Foreman	29	Hourly:	18.94	19.87	20.80	21.82	22.90
Warehouse Manager		Monthly (7.5 Hours):	3,077.08	3,229.07	3,379.92	3,544.38	3,719.04
		Monthly (8 Hours):	3,282.37	3,443.43	3,604.49	3,780.29	3,967.43
Account Specialist	30	Hourly:	19.41	20.34	21.32	22.30	23.45
Accounting Technician		Monthly (7.5 Hours):	3,153.08	3,303.92	3,462.71	3,623.77	3,809.78
Asst. Custodian Services Sup.		Monthly (8 Hours):	3,362.90	3,523.96	3,694.09	3,865.35	4,063.84
Buyer-Expediter							
Library/Inst. Media Specialist							
Audio Visual Technician	32	Hourly:	20.36	21.33	22.40	23.47	24.58
IEP Translator / Interpreter		Monthly (7.5 Hours):	3,308.46	3,464.98	3,638.51	3,812.05	3,993.52
Community Outreach Specialist		Monthly (8 Hours):	3,528.50	3,695.22	3,881.23	4,066.11	4,260.06
Parent Liasion							
Program Specialist							
Program Staff Assistant							
Permit Teacher, CDC							
RSIP Data Analyst							
Tinkerer							
Child Development Center	33	Hourly:	20.85	21.85	22.90	24.04	25.20
Equipment Mechanic		Monthly (7.5 Hours):	3,386.72	3,550.05	3,719.04	3,905.05	4,093.33
Glazier		Monthly (8 Hours):	3,613.56	3,785.96	3,967.43	4,164.78	4,366.67
Maintenance Mechanic							
Social Worker							
Electronics Repairman	34	Hourly:	21.36	22.40	23.48	24.61	25.80
State Preschool Teacher		Monthly (7.5 Hours):	3,470.65	3,638.51	3,814.31	3,996.92	4,192.00
		Monthly (8 Hours):	3,702.03	3,881.23	4,068.38	4,263.46	4,471.02

Ravenswood City School District  
Classified Salary Schedule  
Effective July 1, 2015

Assistant Director, Child Development Center	35	Hourly:	21.90	22.92	24.04	25.21	26.43
After School Program Site Coordinator		Monthly (7.5 Hours):	3,556.85	3,723.58	3,905.05	4,095.60	4,294.08
MAA / LEA Coordinator		Monthly (8 Hours):	3,793.90	3,971.97	4,164.78	4,368.94	4,579.90
Carpenter/General Maint./Locksmith	36	Hourly:	22.41	23.49	24.61	25.81	27.06
District Attendance Technician		Monthly (7.5 Hours):	3,640.78	3,815.45	3,996.92	4,193.14	4,396.16
Driver/Operator		Monthly (8 Hours):	3,883.50	4,070.64	4,263.46	4,473.28	4,688.78
Maintenance Electrician							
Network Specialist							
Painter/General Maintenance							
Payroll Specialist							
Personnel Specialist							
Sprinkler/Irrigation Mechanic							
	37	Hourly:	22.94	24.05	25.21	26.44	27.72
		Monthly (7.5 Hours):	3,726.98	3,906.18	4,095.60	4,295.22	4,503.91
		Monthly (8 Hours):	3,975.37	4,167.05	4,368.94	4,582.17	4,803.34
Speech Language Pathology Assistant	38	Hourly:	23.50	24.64	25.84	27.09	28.41
		Monthly (7.5 Hours):	3,817.72	4,002.59	4,197.67	4,401.83	4,615.06
		Monthly (8 Hours):	4,071.78	4,270.26	4,476.69	4,694.45	4,922.43
Accountant	39	Hourly:	24.41	25.59	26.84	28.16	29.52
Administrative Assistant		Monthly (7.5 Hours):	3,965.16	4,157.98	4,359.86	4,575.36	4,796.53
		Monthly (8 Hours):	4,229.43	4,434.72	4,650.22	4,880.46	5,116.38
Data Quality Support Technician	40	Hourly:	25.00	26.22	27.49	28.85	30.24
		Monthly (7.5 Hours):	4,061.57	4,260.06	4,465.35	4,686.51	4,913.35
		Monthly (8 Hours):	4,332.64	4,543.61	4,763.64	4,999.55	5,241.14

Ravenswood City School District  
Classified Salary Schedule  
Effective July 1, 2015

Bilingual Tutor	17.68
Academic Tutor	17.68

Occupational Therapist	Hourly:	36.11	38.12	39.77	41.70	43.75
	Annually:	64,526.91	68,120.05	71,051.96	74,520.34	78,175.87

Hourly:	35.43	37.21	39.08	41.02	43.07
Monthly (7.5 Hours):	5,740.05	6,045.29	6,349.25	6,664.56	6,995.75
Monthly (8 Hours):	6,139.42	6,447.93	6,772.31	7,109.17	7,461.90

Speech Language Pathologist	Annual	78,713
	Annual	79,848
	Annual	80,982
	Annual	82,116
	Annual	83,250
	Annual	84,384
	Annual	85,519
	Annual	86,653

Note: Range 20 is increased by 8%

Noon Aides/Yard Duty \$13.00 an hour effective July 1, 2016

**CSEA Salary Schedule Effective July 1, 2015 (2018-19 Actual)**

Ravenswood City School District  
Classified Salary Schedule  
Effective July 1, 2015 (2018-2019 Actual)

Position/Title	Work Days	Range		Step A	Step B	Step C	Step D	Step E
School Support Staff	203	15	Hourly:	14.52	15.19	15.93	16.69	17.51
		15	Monthly (7.5 Hours):	2,210.56	2,312.63	2,426.05	2,540.61	2,665.37
Child Nutrition & Education Worker	203	20	Hourly:	16.67	17.47	18.31	19.16	20.10
Instructional Aide	203	20	Hourly:	16.67	17.47	18.31	19.16	20.10
Bilingual School Clerk	225	20	Hourly:	16.55	17.34	18.17	19.02	19.95
		20	Monthly (7.5 Hours):	2,538.20	2,659.68	2,786.94	2,917.66	3,059.96
Campus Relations Coordinator	203	22	Hourly:	17.13	17.95	18.83	19.70	20.65
Paraeducator - Special Education	203	22	Hourly:	17.13	17.95	18.83	19.70	20.65
After School Program Class Leader	203	22	Hourly:	17.13	17.95	18.83	19.70	20.65
		22	Monthly (7.5 Hours):	2,607.53	2,732.29	2,866.12	2,999.96	3,144.00
Laborer	246	24	Hourly:	17.78	18.64	19.53	20.49	21.47
Secretary II	246	24	Hourly:	17.78	18.64	19.53	20.49	21.47
		24	Monthly (7.5 Hours):	2,733.42	2,866.12	3,003.36	3,149.67	3,300.52
Custodian	246	25	Hourly:	18.21	19.05	20.34	20.95	21.97
Grounds Specialist	246	25	Hourly:	18.21	19.05	20.34	20.95	21.97
		25	Monthly (7.5 Hours):	2,800.34	2,929.64	3,126.99	3,221.13	3,377.65
Health Aide	203	26	Hourly:	18.83	19.73	20.69	21.69	22.73
Child Nutrition & Education Manager	203	26	Hourly:	18.83	19.73	20.69	21.69	22.73
Administrative Secretary (School Site)	225	26	Hourly:	18.68	19.58	20.53	21.53	22.56
Administrative Secretary (Central Office)	246	26	Hourly:	18.64	19.53	20.49	21.48	22.51
		26	Monthly (7.5 Hours):	2,866.12	3,003.36	3,149.67	3,302.79	3,460.44
Van Driver	203	28	Hourly:	19.74	20.69	21.69	22.73	23.84
		28	Monthly (7.5 Hours):	3,005.63	3,150.81	3,302.79	3,460.44	3,629.44

Ravenswood City School District  
Classified Salary Schedule  
Effective July 1, 2015 (2018-2019 Actual)

Warehouse Manager	246	29	Hourly:	20.01	21.00	21.98	23.05	24.19
		29	Monthly (7.5 Hours):	3,077.08	3,229.07	3,379.92	3,544.38	3,719.04
Library Instructional Media Specialist	225	30	Hourly:	20.55	21.54	22.57	23.62	24.83
		30	Monthly (7.5 Hours):	3,153.08	3,303.92	3,462.71	3,623.77	3,809.78
Makerspace School Tinkerer	203	32	Hourly:	21.73	22.76	23.90	25.04	26.23
Audio Visual Technician	246	32	Hourly:	21.52	22.54	23.67	24.79	25.97
RSIP Data Analyst	246	32	Hourly:	21.52	22.54	23.67	24.79	25.97
Translator / Interpreter	246	32	Hourly:	21.52	22.54	23.67	24.79	25.97
		32	Monthly (7.5 Hours):	3,308.46	3,464.98	3,638.51	3,812.05	3,993.52
Glazier	246	33	Hourly:	22.03	23.09	24.19	25.40	26.62
Maintenance Mechanic	246	33	Hourly:	22.03	23.09	24.19	25.40	26.62
		33	Monthly (7.5 Hours):	3,386.72	3,550.05	3,719.04	3,905.05	4,093.33
After School Program Site Coordinator	225	35	Hourly:	23.19	24.27	25.46	26.70	27.99
		35	Monthly (7.5 Hours):	3,556.85	3,723.58	3,905.05	4,095.60	4,294.08
Driver/Operator	203	36	Hourly:	23.91	25.06	26.25	27.54	28.87
Carpenter/General Maint./Locksmith	246	36	Hourly:	23.68	24.82	26.00	27.27	28.59
Maintenance Electrician	246	36	Hourly:	23.68	24.82	26.00	27.27	28.59
Network Specialist	246	36	Hourly:	23.68	24.82	26.00	27.27	28.59
Payroll Specialist	246	36	Hourly:	23.68	24.82	26.00	27.27	28.59
Sprinkler/Irrigation Mechanic	246	36	Hourly:	23.68	24.82	26.00	27.27	28.59
		36	Monthly (7.5 Hours):	3,640.78	3,815.45	3,996.92	4,193.14	4,396.16
Speech Language Pathology Assistant	203	38	Hourly:	25.08	26.29	27.57	28.91	30.31
		38	Monthly (7.5 Hours):	3,817.72	4,002.59	4,197.67	4,401.83	4,615.06
Administrative Assistant	225	39	Hourly:	25.85	27.10	28.42	29.82	31.27
Accountant	246	39	Hourly:	25.79	27.04	28.36	29.76	31.20
		39	Monthly (7.5 Hours):	3,965.16	4,157.98	4,359.86	4,575.36	4,796.53

Ravenswood City School District  
Classified Salary Schedule  
Effective July 1, 2015 (2018-2019 Actual)

Data Quality Support Technician	246	40	Hourly:	26.42	27.71	29.04	30.48	31.96
			Monthly (7.5 Hours):	4,061.57	4,260.06	4,465.35	4,686.51	4,913.35
Tutor			Hourly:	17.68				
Occupational Therapist	203		Hourly:	42.38	44.74	46.67	48.95	51.35
			Annually:	64,526.91	68,120.05	71,051.96	74,520.34	78,175.87
Speech Language Pathologist	203		Hourly:	53.93	54.68	55.42	56.17	56.91
			Annually:	82,116	83,250	84,384	85,519	86,653

**CSEA Salary Schedule Effective July 1, 2018**



Ravenswood City School District  
Classified Salary Schedule  
Effective July 1, 2018

Position/Title	Work Days	Range		Step A	Step B	Step C	Step D	Step E
School Support Staff	203	15	Hourly:	14.81	15.49	16.25	17.02	17.86
		<b>15</b>	<b>Monthly (7.5 Hours):</b>	<b>2,254.77</b>	<b>2,358.88</b>	<b>2,474.57</b>	<b>2,591.42</b>	<b>2,718.68</b>
Child Nutrition & Education Worker	203	20	Hourly:	17.00	17.82	18.67	19.55	20.50
Instructional Aide	203	20	Hourly:	17.00	17.82	18.67	19.55	20.50
Bilingual School Clerk	225	20	Hourly:	16.88	17.68	18.53	19.40	20.35
		<b>20</b>	<b>Monthly (7.5 Hours):</b>	<b>2,588.96</b>	<b>2,712.87</b>	<b>2,842.68</b>	<b>2,976.01</b>	<b>3,121.16</b>
Campus Relations Coordinator	203	22	Hourly:	17.47	18.30	19.20	20.10	21.06
Paraeducator - Special Education	203	22	Hourly:	17.47	18.30	19.20	20.10	21.06
After School Program Class Leader	203	22	Hourly:	17.47	18.30	19.20	20.10	21.06
		<b>22</b>	<b>Monthly (7.5 Hours):</b>	<b>2,659.68</b>	<b>2,786.94</b>	<b>2,923.44</b>	<b>3,059.96</b>	<b>3,206.88</b>
Laborer	246	24	Hourly:	18.13	19.01	19.92	20.90	21.90
Secretary II	246	24	Hourly:	18.13	19.01	19.92	20.90	21.90
		<b>24</b>	<b>Monthly (7.5 Hours):</b>	<b>2,788.09</b>	<b>2,923.44</b>	<b>3,063.43</b>	<b>3,212.66</b>	<b>3,366.53</b>
Custodian	246	25	Hourly:	18.58	19.44	20.74	21.37	22.41
Grounds Specialist	246	25	Hourly:	18.58	19.44	20.74	21.37	22.41
		<b>25</b>	<b>Monthly (7.5 Hours):</b>	<b>2,856.35</b>	<b>2,988.23</b>	<b>3,189.53</b>	<b>3,285.55</b>	<b>3,445.20</b>
Health Aide	203	26	Hourly:	19.20	20.12	21.10	22.13	23.18
Child Nutrition & Education Manager	203	26	Hourly:	19.20	20.12	21.10	22.13	23.18
Administrative Secretary (School Site)	225	26	Hourly:	19.06	19.97	20.94	21.96	23.01
Administrative Secretary (Central Office)	246	26	Hourly:	19.01	19.92	20.90	21.91	22.96
		<b>26</b>	<b>Monthly (7.5 Hours):</b>	<b>2,923.44</b>	<b>3,063.43</b>	<b>3,212.66</b>	<b>3,368.85</b>	<b>3,529.65</b>
Van Driver	203	28	Hourly:	20.14	21.11	22.13	23.18	24.32
		<b>28</b>	<b>Monthly (7.5 Hours):</b>	<b>3,065.74</b>	<b>3,213.83</b>	<b>3,368.85</b>	<b>3,529.65</b>	<b>3,702.03</b>

Ravenswood City School District  
Classified Salary Schedule  
Effective July 1, 2018

Warehouse Manager	246	29	Hourly:	20.41	21.42	22.42	23.51	24.67
		<b>29</b>	<b>Monthly (7.5 Hours):</b>	<b>3,138.62</b>	<b>3,293.65</b>	<b>3,447.52</b>	<b>3,615.27</b>	<b>3,793.42</b>
Library Instructional Media Specialist	225	30	Hourly:	20.96	21.97	23.02	24.09	25.33
		<b>30</b>	<b>Monthly (7.5 Hours):</b>	<b>3,216.14</b>	<b>3,370.00</b>	<b>3,531.96</b>	<b>3,696.25</b>	<b>3,885.98</b>
Makerspace School Tinkerer	203	32	Hourly:	22.17	23.21	24.38	25.54	26.75
Audio Visual Technician	246	32	Hourly:	21.95	22.99	24.14	25.29	26.49
RSIP Data Analyst	246	32	Hourly:	21.95	22.99	24.14	25.29	26.49
Translator / Interpreter	246	32	Hourly:	21.95	22.99	24.14	25.29	26.49
		<b>32</b>	<b>Monthly (7.5 Hours):</b>	<b>3,374.63</b>	<b>3,534.28</b>	<b>3,711.28</b>	<b>3,888.29</b>	<b>4,073.39</b>
Glazier	246	33	Hourly:	22.47	23.55	24.67	25.91	27.16
Maintenance Mechanic	246	33	Hourly:	22.47	23.55	24.67	25.91	27.16
		<b>33</b>	<b>Monthly (7.5 Hours):</b>	<b>3,454.45</b>	<b>3,621.05</b>	<b>3,793.42</b>	<b>3,983.15</b>	<b>4,175.20</b>
After School Program Site Coordinator	225	35	Hourly:	23.65	24.76	25.96	27.23	28.55
		<b>35</b>	<b>Monthly (7.5 Hours):</b>	<b>3,627.99</b>	<b>3,798.05</b>	<b>3,983.15</b>	<b>4,177.51</b>	<b>4,379.96</b>
Driver/Operator	203	36	Hourly:	24.39	25.56	26.78	28.09	29.45
Carpenter/General Maint./Locksmith	246	36	Hourly:	24.15	25.31	26.52	27.82	29.16
Maintenance Electrician	246	36	Hourly:	24.15	25.31	26.52	27.82	29.16
Network Specialist	246	36	Hourly:	24.15	25.31	26.52	27.82	29.16
Payroll Specialist	246	36	Hourly:	24.15	25.31	26.52	27.82	29.16
Sprinkler/Irrigation Mechanic	246	36	Hourly:	24.15	25.31	26.52	27.82	29.16
		<b>36</b>	<b>Monthly (7.5 Hours):</b>	<b>3,713.60</b>	<b>3,891.76</b>	<b>4,076.86</b>	<b>4,277.00</b>	<b>4,484.08</b>
Speech Language Pathology Assistant	203	38	Hourly:	25.58	26.82	28.12	29.49	30.92
			<b>Monthly (7.5 Hours):</b>	<b>3,894.07</b>	<b>4,082.64</b>	<b>4,281.62</b>	<b>4,489.87</b>	<b>4,707.36</b>
Administrative Assistant	225	39	Hourly:	26.36	27.65	28.99	30.42	31.89
Accountant	246	39	Hourly:	26.31	27.58	28.92	30.35	31.82
			<b>Monthly (7.5 Hours):</b>	<b>4,044.46</b>	<b>4,241.14</b>	<b>4,447.06</b>	<b>4,666.87</b>	<b>4,892.46</b>

Ravenswood City School District  
Classified Salary Schedule  
Effective July 1, 2018

Data Quality Support Technician	246	40	Hourly:	26.95	28.26	29.62	31.09	32.60
			<b>Monthly (7.5 Hours):</b>	<b>4,142.80</b>	<b>4,345.26</b>	<b>4,554.66</b>	<b>4,780.24</b>	<b>5,011.62</b>
Tutor			Hourly:	18.03				
Occupational Therapist	203		Hourly:	43.23	45.64	47.60	49.92	52.37
			<b>Annually:</b>	<b>65,817.45</b>	<b>69,482.45</b>	<b>72,473.00</b>	<b>76,010.75</b>	<b>79,739.39</b>
Speech Language Pathologist	203		Hourly:	55.01	55.77	56.53	57.29	58.05
			<b>Annually:</b>	<b>83,758</b>	<b>84,915</b>	<b>86,072</b>	<b>87,229</b>	<b>88,386</b>

**CSEA Salary Schedule Effective July 1, 2019**

Ravenswood City School District  
Classified Salary Schedule  
Effective July 1, 2019

Position/Title	Work Days	Range		Step A	Step B	Step C	Step D	Step E
School Support Staff	201	15	Hourly:	15.78	16.51	17.32	18.14	19.03
		<b>15</b>	<b>Monthly (7.5 Hours):</b>	<b>2,378.78</b>	<b>2,488.62</b>	<b>2,610.67</b>	<b>2,733.95</b>	<b>2,868.20</b>
Child Nutrition & Education Worker	201	20	Hourly:	18.12	18.99	19.89	20.83	21.84
Instructional Aide	201	20	Hourly:	18.12	18.99	19.89	20.83	21.84
		<b>20</b>	<b>Monthly (7.5 Hours):</b>	<b>2,731.36</b>	<b>2,862.08</b>	<b>2,999.03</b>	<b>3,139.69</b>	<b>3,292.82</b>
Campus Relations Coordinator	201	22	Hourly:	18.61	19.50	20.46	21.41	22.44
Paraeducator - Special Education	201	22	Hourly:	18.61	19.50	20.46	21.41	22.44
After School Program Class Leader	201	22	Hourly:	18.61	19.50	20.46	21.41	22.44
		<b>22</b>	<b>Monthly (7.5 Hours):</b>	<b>2,805.96</b>	<b>2,940.22</b>	<b>3,084.23</b>	<b>3,228.26</b>	<b>3,383.26</b>
Laborer	246	24	Hourly:	19.13	20.06	21.02	22.04	23.10
		<b>24</b>	<b>Monthly (7.5 Hours):</b>	<b>2,941.43</b>	<b>3,084.23</b>	<b>3,231.92</b>	<b>3,389.36</b>	<b>3,551.69</b>
Custodian	246	25	Hourly:	19.60	20.50	21.89	22.54	23.64
Grounds Specialist	246	25	Hourly:	19.60	20.50	21.89	22.54	23.64
		<b>25</b>	<b>Monthly (7.5 Hours):</b>	<b>3,013.45</b>	<b>3,152.59</b>	<b>3,364.95</b>	<b>3,466.26</b>	<b>3,634.69</b>
Health Aide	201	26	Hourly:	20.46	21.44	22.48	23.58	24.70
Child Nutrition & Education Manager	201	26	Hourly:	20.46	21.44	22.48	23.58	24.70
Administrative Secretary	246	26	Hourly:	20.06	21.02	22.04	23.12	24.22
		<b>26</b>	<b>Monthly (7.5 Hours):</b>	<b>3,084.23</b>	<b>3,231.92</b>	<b>3,389.36</b>	<b>3,554.13</b>	<b>3,723.78</b>
Van Driver	201	28	Hourly:	21.46	22.49	23.58	24.70	25.91
		<b>28</b>	<b>Monthly (7.5 Hours):</b>	<b>3,234.36</b>	<b>3,390.59</b>	<b>3,554.13</b>	<b>3,723.78</b>	<b>3,905.64</b>
Warehouse Manager	246	29	Hourly:	21.54	22.60	23.66	24.81	26.03
		<b>29</b>	<b>Monthly (7.5 Hours):</b>	<b>3,311.25</b>	<b>3,474.80</b>	<b>3,637.13</b>	<b>3,814.11</b>	<b>4,002.06</b>

Ravenswood City School District  
Classified Salary Schedule  
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Library Instructional Media Specialist	223	30	Hourly:	22.32	23.38	24.51	25.65	26.96
		<b>30</b>	<b>Monthly (7.5 Hours):</b>	<b>3,393.03</b>	<b>3,555.35</b>	<b>3,726.22</b>	<b>3,899.54</b>	<b>4,099.70</b>
Makerspace School Tinkerer	201	32	Hourly:	23.62	24.73	25.97	27.21	28.51
Translator / Interpreter	223	32	Hourly:	23.42	24.52	25.75	26.98	28.26
Translator / Interpreter	246	32	Hourly:	23.16	24.25	25.47	26.68	27.95
Audio Visual Technician	246	32	Hourly:	23.16	24.25	25.47	26.68	27.95
		<b>32</b>	<b>Monthly (7.5 Hours):</b>	<b>3,560.23</b>	<b>3,728.66</b>	<b>3,915.40</b>	<b>4,102.15</b>	<b>4,297.43</b>
Glazier	246	33	Hourly:	23.70	24.85	26.03	27.33	28.65
Maintenance Mechanic	246	33	Hourly:	23.70	24.85	26.03	27.33	28.65
		<b>33</b>	<b>Monthly (7.5 Hours):</b>	<b>3,644.45</b>	<b>3,820.21</b>	<b>4,002.06</b>	<b>4,202.22</b>	<b>4,404.83</b>
After School Program Site Coordinator	223	35	Hourly:	25.17	26.35	27.64	28.99	30.39
		<b>35</b>	<b>Monthly (7.5 Hours):</b>	<b>3,827.53</b>	<b>4,006.94</b>	<b>4,202.22</b>	<b>4,407.28</b>	<b>4,620.86</b>
Driver/Operator	201	36	Hourly:	25.99	27.24	28.53	29.93	31.38
Carpenter/General Maint./Locksmith	246	36	Hourly:	25.48	26.70	27.97	29.35	30.77
Maintenance Electrician	246	36	Hourly:	25.48	26.70	27.97	29.35	30.77
Network Specialist	246	36	Hourly:	25.48	26.70	27.97	29.35	30.77
Payroll Specialist	246	36	Hourly:	25.48	26.70	27.97	29.35	30.77
Sprinkler/Irrigation Mechanic	246	36	Hourly:	25.48	26.70	27.97	29.35	30.77
		<b>36</b>	<b>Monthly (7.5 Hours):</b>	<b>3,917.84</b>	<b>4,105.81</b>	<b>4,301.09</b>	<b>4,512.24</b>	<b>4,730.71</b>
Speech Language Pathology Assistant	201	38	Hourly:	27.25	28.57	29.96	31.42	32.94
		<b>38</b>	<b>Monthly (7.5 Hours):</b>	<b>4,108.25</b>	<b>4,307.19</b>	<b>4,517.11</b>	<b>4,736.81</b>	<b>4,966.27</b>
Administrative Assistant	223	39	Hourly:	28.06	29.43	30.86	32.38	33.95
Accountant	246	39	Hourly:	27.75	29.10	30.51	32.02	33.57
			<b>Monthly (7.5 Hours):</b>	<b>4,266.91</b>	<b>4,474.40</b>	<b>4,691.65</b>	<b>4,923.54</b>	<b>5,161.55</b>
Tutor			Hourly:	19.03				

Ravenswood City School District  
Classified Salary Schedule  
Effective July 1, 2019

Occupational Therapist	201	Hourly:	46.06	48.63	50.72	53.19	55.80
		<b>Annually:</b>	<b>69,437.41</b>	<b>73,303.99</b>	<b>76,459.01</b>	<b>80,191.34</b>	<b>84,125.05</b>
Speech Language Pathologist	201	Hourly:	58.62	59.43	60.24	61.05	61.86
		<b>Annually:</b>	<b>88,365</b>	<b>89,585</b>	<b>90,806</b>	<b>92,027</b>	<b>93,247</b>

**RAVENSWOOD CITY SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #303**

**APPENDIX #: HISTORICAL BARGAINING UNIT CLASSIFICATIONS**

The purpose of this list is to maintain a history of known previously used bargaining unit classifications:

1. Senior Service Aide
2. Instructional Aide Intern
3. Attendance Specialist
4. Library Clerk
5. Secretary I
6. Assistant Counselor
7. School Age Ext. Program
8. Counselor Intern
9. Nutritional Aide
10. Computer Proctor
11. Curriculum/Toy Librarian, C.C.
12. District Receptionist/Typist
13. Statistical Assistant, Migrant Ed
14. Bilingual School Clerk
15. Instructional Aide II
16. State Preschool Instructional Aide
17. Computer Proctor Operator
18. Bilingual Instructional Aide – Migrant
19. Secretary I - Child Nutrition & Education
20. Offset Equipment Operator
21. Secretary II
22. Secretary II, Translator
23. School Office Manager
24. Storekeeper
25. Library Instructional Materials Assistant
26. Library Instructional Media Assistant
27. Senior Account Specialist
28. School/Parent Liaison
29. Counselor/School Age Program
30. Equipment Operator
31. Bus Driver/Maintenance Man



- 32. Lead Custodian
- 33. Account Specialist
- 34. Accounting Technician
- 35. Assistant Custodian Services Sup.
- 36. Buyer-Expediter
- 37. Community Outreach Specialist
- 38. Health and Wellness Provider
- 39. Parent Liaison
- 40. Program Specialist
- 41. Program Staff Assistant
- 42. Permit Teacher, CDC
- 43. RSIP Data Analyst
- 44. Child Development Center Equipment Mechanic
- 45. Social Worker
- 46. Electronics Repairman
- 47. State Preschool Teacher
- 48. Assistant Director, Child Development Center
- 49. MAA / LEA Coordinator
- 50. District Attendance Technician
- 51. Painter/General Maintenance
- 52. Personnel Specialist
- 53. Data Quality Support Technician