TENTATIVE AGREEMENT BETWEEN THE SHASTA UNION HIGH SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS SHASTA HIGH CHAPTER #181

The Shasta Union High School District (hereafter "District") and the California School Employees Association and its Shasta High Chapter #181 (together "CSEA") do tentatively agree as follows:

1. The District and CSEA agree to modifications, additions and/or deletions to the following Articles effective July 1, 2023:

See attached (Bus Driver Provisions) Article 7 (Holidays) Article 8 (Vacations) Article 9.5 (Posting and Filling of Vacancies) Article 11.1 Article 14.2.2.10 and 14.2.2.11 (Benefit Years) (Educational Cost Reimbursement) Article 14.6 (Summer Assistance Program) Article 14.10 (Short-term Assignments) Article 16

- 2. All CSEA staff which are employed at the time of ratification will be receiving an on-going increase to the salary schedule to be effective July 1, 2023 in the amount of 75% of funded COLA and again effective July 1, 2024. This is a two-year compensation agreement for 2023/24 and 2024/25.
- 3. Article 14 Increase district contribution to the medical cap by the amount of \$500.00, additionally, the medical portion of benefits will be increased based on the State funded COLA percentage. This will become effective October 1, 2023 during a new open enrollment window.
- 4. Two-holidays will be added to the CSEA calendar, Juneteenth and one additional day on Spring Break.
- 5. 2024/25 and 2025/26 calendars approved.
- 6. New three (3) year term of CBA effective November 1, 2023 through October 31, 2026.

This completes negotiations for the 2023/24 year.

Tentatively agreed to this 5/17/23, in Redding California.

California School Employee Association

Shasta Umon High School

California School Employee Association

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Memorandum Of Understanding

between

Shasta Union High School District (District)

and

California School Association and its Shasta High Chapter No. 181(together CSEA)

The above parties have met and negotiated the decision, impacts, and effects relating to Education Code 45500 and the Classified School Employee Summer Assistance Program (CSESAP) for 2023-2024.

Classified School Employees Summer Assistance Program

- 1. The Employer agrees to participate in the CSESAP and extend this salary benefit option to the bargaining unit.
- 2. By no later than January 1, 2024, the Employer shall provide notice to all bargaining unit members which shall include the following:
 - a. A description of the Classified School Employee Summer Assistance Program.
 - b. Details about eligibility for the program, including.
 - 1) the bargaining unit member must have been employed with the LEA for at least one year at the time the bargaining unit member elects to participate.
 - 2) the bargaining unit member is employed by the LEA in their regular assignment for 11 months or fewer out of a 12-month period (excluding any hours worked outside of their regular assignment); and,
 - 3) the regular annual pay the bargaining unit member receives directly from the district in their regular work assignment is \$62,400.00 or less for an entire school year at the time of enrollment. (For the purposes of determining regular annual pay, exclude any pay received by the bargaining unit member during the previous summer recess period.)

All timelines for the program as follows:

- ✓ By January 1, 2024, the LEA must notify the bargaining unit members that the LEA has elected to participate in the program for the next school year.
- ✓ By March 1, 2024 any bargaining unit member who wishes to participate, must notify the LEA, using a form developed by the CDE, that the bargaining unit member wishes to participate in the program for the 2024-2025 school year. The bargaining unit member may elect to have up to 10% of their monthly pay withheld during the school year. The bargaining unit member must specify (1) the amount to be withheld from the monthly paychecks, and (2) whether they wish to have the withheld amounts paid out during the summer recess period in one or two payments.

- ✓ By April 1, 2024, the LEA must notify the CDE that it has elected to participate in the program, using a form developed by the CDE. The LEA must specify (1) the number of bargaining unit members who are participating, and (2) the total estimated amount to be withheld from the bargaining unit member paychecks for the 2024-2025 school year.
- ✓ By May 1, 2024, the CDE will notify participating LEAs in writing of the estimated amount of state match funding that a participating bargaining unit member can expect to receive. If the \$60,000,000 funding and any available funding from prior fiscal years is insufficient to provide one dollar for each one dollar that has been withheld from the bargaining unit members' paychecks, the CDE must notify the LEAs of the expected prorated amount of state match funds that each classified bargaining unit member could expect to receive.
- ✓ By June 1, 2024, the LEAs must notify the participating bargaining unit members as to the estimated amount of state match funds the bargaining unit member could expect to receive.
- ✓ After receiving the notification, and no later than 30 days after the start of the school year, the bargaining unit member may (1) withdraw their election to participate in the program, or (2) reduce the amount to be withheld from their paycheck.
- ✓ The LEA must then deposit the amounts withheld from participating bargaining unit members' monthly paychecks according to each bargaining unit member's choices, in an account within its general fund known as the Classified School Employee Summer Assistance Program Fund, during the 2024-2025 school year.
- ✓ If any bargaining unit member separates from employment during the 2024-2025 school year, the bargaining unit member is entitled to any pay withheld from their paycheck pursuant to this program; however, the bargaining unit member is not entitled to receive any state match funds.
- A bargaining unit member who experiences a personal or financial hardship during the 2024-2025 school year may elect to end participation in the CSESAP and request to be immediately paid out any pay withheld from their paycheck pursuant to this program; however, the bargaining unit member is not entitled to receive any state match funds. Payment of any withheld funds shall occur no later than the next pay warrant cycle after the bargaining unit member has made a hardship request.
- ✓ On or before July 31, 2025, the participating LEAs must request payment from the CDE, on a form developed by the CDE, for the amount of the bargaining unit member pay that has been deposited in the Program Fund.

- c. Provide all forms developed and promulgated by the CDE to bargaining unit members. The Employer shall distribute CDE forms within 5-days of receipt or learning of the forms publication, unless the forms are received/published within 5days of a bargaining unit member cut-off date, in which instance the forms shall be sent electronically on the same day it is received/published and mailed via next day service.
- d. Bargaining unit members shall be made aware the money will likely not be paid until after August 31, 2025, *after* summer recess.
- 3. No participant in the Classified School Employees Summer Assistance Program is barred from applying for, and if selected, working summer school during the summer in which this benefit is earned.
- 4. A bargaining unit member may withdraw from *further* participation in the program more than 30-days after the start of the 2024-2025 school year and leave withheld amounts in the program. In such instances, the LEA agrees to report this contribution to the CDE as if contributions had been made for the duration of the program at a reduced percentage.
- 5. Both parties agree to move new language into CBA as written here:

(NEW) ARTICLE 14.10 - CLASSIFIED SCHOOL EMPLOYEE SUMMER ASSISTANCE PROGRAM

The District and CSEA shall mutually support participation in the Classified School Employee Summer Assistance Program (CSESAP) each year according to California Education Code Section 45500 (Code Section 45500) and the guidelines published by the California Department of Education (CDE) annually. The District and CSEA agree that in any year in which the State does not budget matching funds under Code Section 45500, the District will not participate in the CSESAP. Participation shall be waived in any year in which the District determines it cannot participate due to fiscal constraints. The District shall provide notice to CSEA no later than the end of the first full week in December in any year in which the District determines it cannot participate. If the CSESAP is removed from the California Education Code, this section shall become null and void.

Agreed on 5117/23, 2023.

Superintendent

Exclusive Representative

CBO Chapter President



Board of Trustees

Jamie Vericker Ron Zufall Constance Pepple Mike Doran Andrea Hoheisel

Superintendent Jim Cloney

Memorandum of Understanding Between The Shasta Union High School District And The Classified School Employees Association Chapter #181 ("CSEA") May 3, 2023

This Memorandum of Understanding ("MOU") is entered into by and between the Shasta Union High School District ("District"), the Classified School Employees Association Chapter #181 ("CSEA").

The District and CSEA agree to allow the Transportation Director to have the flexibility to assign up to (6) athletic camp trips during the summer without utilizing a rotation schedule of bus drivers. All other summer break trips will utilize a summer rotation list. This agreement will be in effect from June 10th, 2023 until August 8th, 2025.

This agreement is not precedent setting.

David Martin, CSEA President

Joan Nevarez, CSEA LRR

Superintendent

 $\frac{5/16/23}{\text{Date}}$ Date $\frac{5/17/23}{\text{Date}}$

Article 7 BUS DRIVER PROVISIONS

7.1 Established regular daily job assignments consist of all regular and established assignment time. Established job assignments shall be assigned by seniority with greatest hours going to most senior employees. Established regular assigned time shall be developed prior to start of each school year.

7.1.1 Joint Committee

A joint committee, composed of three employees appointed by the Association and up to three management employees appointed by the District, may meet at least once each month of the regular school year in order to discuss matters of mutual concern regarding bus driver terms and conditions and regarding the implementation and application of the Transportation Handbook for School Bus Drivers. The committee may submit to the District written request that a particular management employee attend a meeting. The District shall arrange to make the management employee available whenever possible. This committee shall not be empowered to change the terms and conditions of this Agreement.

7.1.2 Driver Rotation

A driver may remove themselves from any rotation list or be added back to said list upon request by written notice to Transportation Supervisor Director. This may be requested two times per year, July 1st through December 31st and/or January 1st through June 30th.

7.1.2.1 The Transportation Director or designee reserves the right to assign drivers to event any trips not covered by regular list rotation; however, such involuntary assignment shall consist of a rotation in the reverse order of driver seniority regardless of opt-out status.

7.2 Event Trip Assignments

(Are defined as three hours or more.)

An event trip is defined as any pupil transportation other than regular established assignments (see 7.1 above). Any trip that is scheduled three hours or more shall be considered an Event Trip.

- 7.2.1 Driver pay for event all trips shall be at the individual's rate, except that overtime shall be paid in accordance with Sections 6.5.1 through 6.5.7 of this agreement.
- 7.2.2 Drivers shall be paid for time that they are required to stand by ready and be immediately available to transport students and when the driver must stay with the bus during school-related events. If the hours worked will exceed the legal limits established in the California Administrative Code, then the driver will be paid per diem and be in unpaid status during the required time off.

- 7.2.3 Drivers assigned to a trip that leaves on a Friday and returns on Sunday are guaranteed a minimum of eight hours pay for Saturday, at the appropriate rate.
- 7.2.4 The Transportation Supervisor Director is responsible to maintain and implement a District rotation list for the assignment of drivers to event trips. The purpose of the rotation list is to provide an equal distribution among employees for the opportunity for event trips.
- 7.2.5 The rotation shall begin by offering the opportunity in the order of greatest seniority. If the employee declines the trip, then that employee shall not again be offered an event trip until the completion of the rotation. Employees have two work days from the posting of a trip to notify the Transportation Supervisor Director of accepting or declining any trip. However, if the driver is unable to take the trip because the trip is canceled, or the driver is on a paid leave, that driver shall be considered again at the time of the next trip. The list is on continuous rotation which is carried over from year to year and shall be posted weekly on the transportation department's bulletin board.
 - 7.2.5.1 Event trip rotation lists are as follows:
 - School term, Monday through Friday
 - Saturday/Sunday/Holiday (ED and OT shall be paid in accordance with Sections 6.5.1 through 6.5.7 of this agreement)
 - School break periods
 - Bus Driver/Utility is NOT eligible to be in rotation
 - 7.2.5.2 Any trip that does not allow the driver a minimum of eight (8) consecutive hour's off-duty prior to the start of their next scheduled assignment, the Transportation Supervisor Director will determine the starting time for said driver as close as possible to the eight (8) hour requirement. The District will utilize school business time for the first hour of a drivers' time that may be lost due to driving of this event trip assignment. The driver may return to fulfill remaining contracted hours and do alternate duties as assigned. The driver may choose to utilize Personal or Personal Necessity Leave to make-up loss of time of any regularly scheduled assignments for the time not covered under school business.
 - 7.2.7 The Transportation Supervisor Director shall have the authority to assign an experienced driver to a trip if, in the supervisor director's judgment, the trip is difficult and the next driver on the rotation list lacks the necessary experience. The experienced driver selected in preference shall be moved to the bottom of

- the list after the trip. The inexperienced driver shall stay at the top of the list and be next in line for the next event trip.
- 7.2.8 A driver may remove themselves from any rotation list or be added back to said list upon request by written notice to Transportation Supervisor Director. This may be requested two times per year, July 1st through December 31st and/or January 1st through June 30th.

7.3 Assignment of Drivers to Additional Hours on a Regular Basis

- 7.3.1 Should additional hours become available for assignment, they shall be posted on the employees' bulletin board in the District Transportation Department.
- 7.3.2 Should current drivers apply for the additional regular hours the following will be considered in determining the driver who receives the additional hours:
 - Satisfactory Evaluations for the past 12 months.
 - The new assignment does not exceed 8 hours per day or 40 hours per week.
 - The new hours do not conflict with the employee's current assignment.
 - Seniority: If two qualified drivers apply, the most senior will be considered first.
 - Training and competencies.

7.4 Assignment of Extra Duty Trips during the Regular School Day (Are defined as less than three hours.)

- 7.4.1 The Transportation Supervisor Director will maintain a formal rotation list of drivers who work less than eight hours per day.
- 7.4.2 The list will rotate from most senior to least senior. The list is on continuous rotation which is carried over from year to year and shall be posted weekly on the transportation department's bulletin board.
- 7.4.3 As a guiding principle, assignments should not be given to any regular driver if the combination of regular assignment and extra duty trip exceeds a total of eight hours in the day, except in circumstances where the supervisor director assigns trips in order to maintain all drivers at the same average.
- 7.4.4 Extra duty trip assignments shall not interfere with the driver's regular assignment.
- 7.4.5 Drivers will not be scheduled for an extra duty trip and an event trip on the same day, if the hours worked will exceed the legal limits established in the California Administrative Code.

- 7.4.6 Relief drivers may be used if regular drivers do not volunteer for the work according to this article.
- 7.4.87 Off-site satellite drivers are only eligible for extra-duty trips at their assigned site and will have first priority for those trips.
- 7.4.98 A Bus Driver/Utility is not eligible for extra-duty trips unless no other driver is available and/or interested.
- 7.4.109 Drivers shall be paid for time that they are required to stand by ready and be immediately available to transport students and when the driver must return to the transportation department with less than one half hour of time between the trip drop-off and return.

7.5 Event Trips

Any trips that request a charter bus or van shall be approved by mutual agreement between the district and CSEA.

If all available drivers decline a trip, the Transportation Director may schedule appropriately including charter, vans and private owned vehicle.

Article 8 HOLIDAYS

8.1 The following shall be the holiday schedule for employees:

July 4

Independence Day

First Monday in September

Labor Day

A day in lieu of Admissions Day

will be mutually designated each year.

Typically the Wednesday before Thanksgiving

Admissions Day

November 11

Veterans Day

Last Thursday and Friday in November

Thanksgiving Holiday

December 25 and day preceding and day following

Winter Holiday

January 1

New Year's Day

Third Monday in January

Martin Luther King Day

(determined in year with adoption of school calendar)

February 12

Lincoln's Day

(Typically adjusted to the second Monday of February)

Third Monday in February

Washington's Day

A Two days of School Spring Recess

Spring Holiday

will be designated each year

Last Monday in May

Memorial Day

June 19

Juneteenth

- 8.2 To be entitled to any of the above paid holidays, an employee must be in a paid status during any portion of the working day immediately preceding or succeeding the holiday. Employees who are not normally assigned to duty during the school holidays of December 24, 25, 26 and January 1, shall be paid for these four holidays 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.
- 8.3 If a day other than September 9 (Admissions Day) is designated as a holiday, an employee will be entitled to an alternative paid holiday, provided the employee was in paid status during any portion of the working day preceding or succeeding the scheduled "in lieu of" holiday.

- 8.4 When one of the above holidays falls on a Sunday, the following Monday shall be deemed to be that holiday. When one of the above holidays falls on a Saturday, the preceding Friday shall be deemed to be that holiday.
- 8.5 If an employee has a workweek other than Monday through Friday, and, as a result, the employee loses a holiday to which he or she would otherwise be entitled, the District will provide a substitute holiday or compensation in the amount to which the employee would have been entitled.

Article 9 VACATIONS

9.1 Paid vacation leave shall accrue for full-time twelve-month employees at the following rates:

Years of District Service	Work Days of Vacation
1-3	10
4-10	15
11 or more	20

- 9.2 Vacation leave shall be prorated for employees employed less than full-time for 12 months on a proportionate basis based upon the number of hours the part-time employee is paid in comparison with a full-time 12-month employee.
- 9.3 Upon separation from service, an employee shall be entitled to lump-sum compensation for all earned and unused vacation.
- 9.4 A holiday falling within a vacation period shall not constitute a vacation day.
- 9.5 For 12-month employees, accrued vacation may be taken at any time during the year, after consultation with the employee at the site and upon the approval of the site supervisor. If the employee does not utilize the full accrued vacation, the amount not taken shall accumulate for use in the next year or be paid for in cash at the option of the District. In no event shall vacation accumulation exceed the amount earned during a two school year period 30-days. Excess vacation accrued shall be paid on or before June 30 each year or employee can put the pay-out into a retirement account or HSA.
- 9.6 An employee who commences a prescribed vacation period and subsequently becomes seriously ill or is bereaved before the vacation period has been completed, shall be placed on sick leave or bereavement leave under the following conditions:
 - 9.6.1 The employee otherwise qualified for such leave as provided by this agreement; and
 - 9.6.2 The employee, if physically capable, returns to duty immediately following the vacation period; and
 - 9.6.3 The request for leave is filed with the immediate site supervisor within two weeks of the illness or bereavement or within one week of return to duty.

When the employee's vacation leave is to be converted to illness or bereavement leave, the appropriate vacation credit shall be restored to the employee's earned vacation balance, and a reasonable opportunity to utilize this vacation credit shall be provided for in order to avoid loss of vacation credit.

Article 11 HIRING, PROMOTIONS AND TRANSFERS

11.1 Posting and Filling of Vacancies

11.1.1 A "Vacancy" is any permanent position to which a unit member is not assigned and which has been identified by the Principal/District Administration as needing to be filled.

All vacancies within the unit will be posted within each major work location in the District and by e-mail to all employees using their District e-mail address within each major work location in the District for ten (10) five (5) work days. The notices will contain a description of the position and a deadline for the application. Such postings shall be done as soon as the District determines that the position needs to be continued, but no later than thirty (30) calendar days from the date of vacancy. Internal and external postings will also be made available to staff via the District's Human Resources webpage that advertises vacancies. Postings will also list the date and time the vacancy was posted. A copy of the vacancy notice shall be forwarded via e-mail to the Chapter President. All applications for voluntary transfers pursuant to 11.2.2 herein shall be considered for the posted vacancy if the vacant position is the same position on the transfer application.

If the District determines that the position should not be continued or that it remain as an unfilled position, then the District will provide the Association with a written explanation as to why the position will remain unfilled or discontinued. This explanation must be submitted no later than thirty (30) calendar days from the date of vacancy.

Bus Drivers: Refer to Article 7.3 Assignment of Drivers to Additional Hours on a Regular Basis for selection provisions.

- 11.1.2 The positions will be filled according to the revised District policy concerning promotions and hiring existing at the time of signing this agreement. If applicants are judged equally qualified by that process, then the selection shall be based on seniority within the District.
- 11.1.3 All applicants who are District employees shall be entitled to be tested and to be interviewed, as long as the applicant meets the minimum requirements for the position, and as long as the District will not be required to test and interview more than eight (8) District applicants for the position vacancy.
- 11.1.4 An employee who has been promoted shall have a six-month probationary period. The employee will be evaluated at two (2) and five (5) months. The employee may choose to return to any vacancy in his or her previous classification or a lower classification for which the employee is qualified during the six-month probationary period. Additionally, the employee who

does not meet the six-month probationary period shall have a six-month right of re-hire after termination of the promotional period to any vacancy in his or her previous classification or a lower classification for which the employee is qualified.

11.1.5 The probationary period for new hires shall be six months. Time on a leave of absence shall not count toward the probationary period.

11.2 Transfers

- 11.2.1 A "transfer" is defined as a change of job location within classification.
- 11.2.2 Involuntary transfers shall be initiated by the Superintendent and shall be based on the needs and best interest of the District. The District shall provide the employee with ten (10) calendar days written notice on involuntary transfers.
- 11.2.3 Employees may, at any time, submit to the District Office a written request for transfer within their current class to another work location or division within the District. Such requests for transfer shall be on the appropriate District form. The District Office shall maintain a transfer file of all such requests received. The application will remain in effect for that school year in which the application was made.
- 11.2.4 If two or more applicants are found by the District to be equally qualified, then the applicant with the greatest seniority within the District classified service shall be appointed to the position. If the most senior person is denied the transfer, the supervisor will meet with the employee to explain the reasons for the denial, and, if requested, will explain in writing the reasons for the denial.

11.3 Voluntary Demotions

An employee may apply for a lower paying position. If the vacant position is one in which the employee has held permanency, and the individual can demonstrate proficiency in the skills required for the vacant position, then the procedures and standards for a voluntary transfer shall apply pursuant to Section 11.2 above. Otherwise, the individual employee shall be considered as an applicant under the posting and filling of vacancies, Section 11.1 above.

14.2.2.10 October 1, 2022 to Current Benefit YearSeptember 30, 2023

The District shall contribute an Annualized Amount of \$15265.75 for each full-time employee. Of this amount, the District shall contribute \$15157.75 to the Trust for medical, dental, vision and the Employee Assistance Program (EAP) and \$108 for Life Insurance coverage for each full-time employee. Life Insurance coverage is provided to employees whose regular work day is four hours or more. Should the cost of the HDHP-2 plan option fall below the District Cap then if enrolled in the HDHP-2 plan option, the District will contribute the difference between the employee cost and the District Cap to a District Sponsored Health Savings Account on the employee's behalf.

14.2.2.11 October 1, 2023 to Current Benefit Year

The District shall contribute an Annualized Amount of \$15765.75 to each full-time employee. Life Insurance coverage is provided to employees whose regular work day is four hours or more. If enrolled in the HDHP-2 plan option, the District will contribute the difference between the employee cost and the District Cap to a District Sponsored Health Savings Account on the employee's behalf. Any amount over the above District's dollar contribution for dental, vision, medical and life coverage in any benefit year will be deducted from the employee's pay. For any fiscal year in which there is a funded COLA, the District will add the percentage increase of the funded COLA to the existing annualized medical benefit cap for eligible employees. The benefit cap will be updated as necessary following the approval of the state budget to reflect the current year.

14.6 Educational Cost Reimbursement

Permanent employees are eligible for reimbursement for tuition and non-consumable supplies and books for college and university work when the courses are approved by the Superintendent in advance of enrolling in the course. The course taken must be one that will improve the employee's skill in the present job class or one that will provide skills necessary for a promotional job class in the District, or District-approved career path. The amount of funds set aside for this purpose will be \$2,000 \$2,500 per school year for the CSEA unit. The rate of reimbursement for college credit courses will be \$25 \$50 if not attending Shasta Community College, or the Shasta College per-unit rate if attending Shasta Community College. The district shall offer an annual stipend to eligible employees for an AA degree and a Bachelor's degree per Appendix B payable monthly. Employees shall provide evidence of such degree by March 1 September 30.

ARTICLE 14.10 CLASSIFIED SCHOOL EMPLOYEE SUMMER ASSISTANCE PROGRAM

The District and CSEA shall mutually support participation in the Classified School Employee Summer Assistance Program (CSESAP) each year according to California Education Code Section 45500 (Code Section 45500) and the guidelines published by the California Department of Education (CDE) annually. The District and CSEA agree that in any year in which the State does not budget matching funds under Code Section 45500, the District will not participate in the CSESAP. Participation shall be waived in any year in which the District determines it cannot participate due to fiscal constraints. The District shall provide notice to CSEA no later than the end of the first full week in December in any year in which the District determines it cannot participate. If the CSESAP is removed from the California Education Code, this section shall become null and void.

Article 16 TEMPORARY SHORT-TERM ASSIGNMENTS

16.1 Filling Short-Term Positions outside the Regular School Term

16.1.1 Employees Serving in Their Regular Classification

In the event that the District has temporary, short-term assignments to be performed during times when school term employees are not scheduled to work, such assignments shall first be offered to school term employees regularly serving in the classification in which the work is to be performed. Employees working in a temporary, short-term assignment in their regular classification shall receive their regular rate of pay.

16.1.2 Employees Serving in Other Than Their Regular Classification

In the event that there are more temporary, short-term assignments in a classification than there are school term employees regularly working in that classification who volunteer for such assignments, the District may offer the work to other eligible employees with school term assignments, regardless of their regular classifications, provided the employee is qualified for the assignment.

Employees performing temporary short-term work other than in their regular classification shall be paid at Step 3 of the classification in which they are working or a five-percent (5%) increase in the employee's regular compensation, whichever is greater. If assigned to work in a lower class, salary shall not change from regular rate of pay.

16.1.3 Selection

The work shall be offered to the most qualified employee, as determined by the District. If two or more applicants are found by the District to be equally qualified, then the applicant with the greatest seniority within the District classified service shall be appointed to the position. If the most senior employee is denied the work, the site supervisor will meet with the employee to explain the reasons for the denial and, if requested, will explain in writing the reasons for the denial.

16.2 Working Out of Class in an Acting Position during the Regular School Term

16.2.1 General Provisions

16.2.1.1 Definition: Working out of classification occurs when an employee is temporarily assigned to work in a specific, existing classification, thus performing duties which are inconsistent with the duties of the position to which the employee is normally assigned. Working out of classification assignments may be to a classification at a salary range which is the same as, or higher or lower than the employee's normal assignment.

- 16.2.1.2 Any employee may be required to perform duties inconsistent with those duties assigned to the position by the District as set forth in the District's written class specifications.
- 16.2.1.3 An employee may be required to work out of classification up to five working days in any 15 calendar-day period without change in pay status. If an assignment to a position in a higher classification exceeds five working days within a 15 calendar-day period, the employee's wages shall be adjusted upward for the entire period he/she is required to work out of classification. The upward adjustment in pay status shall be equal to Step 3 of the appropriate salary range for the work out of classification assignment or a five percent increase in the employee's regular compensation, whichever is greater. If assigned to work in a lower class, salary shall not change from regular rate of pay.

16.2.2 Voluntary Working Out of Class

- 16.2.2.1 The District may fill any position, in which the regular employee is on leave, on a temporary or acting basis, by either having a substitute or by temporarily allowing an existing employee to work in a higher class. This temporary measure may not exceed 120 calendar days, pursuant to Education Code 45103 and the Agreement.
- 16.2.2.2 If the leave is expected to be 20 consecutive days or less, the District will normally have a substitute and will not work existing employees in the higher class.
- 16.2.2.3 If the leave is expected to be more than 20 consecutive days, the District will normally allow existing employees to temporarily work out of class. However, if the District instead employs a substitute, that individual will not be allowed to compete for the position if it subsequently becomes vacant, provided that a qualified existing employee applies for the subsequent vacancy.
- 16.2.2.4 If more than one employee expresses interest in an "acting" position described in 16.2.1.3 above, the District shall make the selection on the basis of the qualifications after interviews. Seniority shall be the deciding factor if two employees are deemed equally qualified.

16.2.3 Involuntary Working Out of Class

Before an administrator involuntarily assigns an employee to working out of class, the administrator shall offer the work to qualified volunteers employed at the work site of the vacancy.

16.3 Pay and Benefits

Pay and benefits for part-time assignments shall be prorated. Payment for temporary, short-term summer work shall be made on or about the tenth of the month following the month in which the work is performed. Holidays shall be provided in accordance with the provisions of Article 8. Vacation shall accrue in accordance with Article 9. Because of the nature of temporary, short-term assignments, vacation will not ordinarily be approved during the assignment. Leaves shall accrue and may be used in accordance with Article 10. Any paid leave shall be paid at the rate the employee is being paid at the time the leave is taken.

16.4 Evaluation

Employees serving in temporary, short-term assignments in other than their regular classification shall be evaluated during the course of each such assignment. To the extent practicable, the evaluation shall be carried out in accordance with Article 5 and shall be separate from the regular evaluation required by Article 5. An employee receiving an unsatisfactory evaluation in a temporary, short-term assignment shall be notified in writing of his/her ineligibility for subsequent temporary, short-term assignments within 30 days of the completion of the assignment. The decision may be appealed to the site supervisor, Superintendent or Superintendent's designee. Appeals shall be initiated in writing within 15 days of receipt of notice being appealed. The response to the appeal shall be made within 15 days. The decision of the Superintendent shall be final.

If an individual employee is temporarily assigned to work which is not related to the regular position and does not also constitute working in a higher classification, such temporary assignment shall not be subject to any evaluation process.

16.5 Length of Assignments

Because of the unpredictable nature of temperary, short-term assignments, the District shall have the right to shorten or lengthen such assignments and/or increase or decrease the hours of such assignments. The anticipated duration of the assignment shall be included in the announcement for the position. An employee shall be guaranteed at least 75 percent of the assignment. Employees shall not have displacement rights with respect to temperary, short-term assignments. The usual work rules regarding attendance, dress and the like shall apply to summer work assignments.

16.6 Right to Employ Substitute and Short-Term Employees

Nothing herein shall preclude the District from employing temperary and short-term employees as permitted by the Education Code and/or the Collective Agreement.

16.7 Transfer

Article 11 shall not apply to temporary short-term assignments.

16.8 Part-Time Employees Serving in Other Than Regular Classification in Temporary short-term Assignment

If the District elects to employ a part-time employee as a temperary short-term employee in a different classification, the employee shall:

- 16.8.1 Have his/her insurance benefit proration adjusted upward for the entire period of temporary service if such period exceeds 20 consecutive days.
- 16.8.2 Be paid at his/her regular step in the classification in which he/she is temporarily serving.
- 16.8.3 Accrue vacation and sick leave for the entire period of temporary service if such period of service exceeds 20 consecutive days.

16.9 Part-Time Employees Serving in Substitute Positions

If the District elects to employ a part-time employee as a substitute in a different classification, the employee shall:

- 16.9.1 Have his/her insurance benefit proration adjusted upward for the entire period of substitute service if such period exceeds 20 consecutive days.
- 16.9.2 Be paid at Step 3 of the classification in which he/she is substituting or a fivepercent increase in the employee's regular compensation, whichever is greater. If assigned to work in a lower class, salary shall not change from regular rate of pay:
- 16.9.3 Accrue vacation and sick leave for the entire period of substitute service if such period exceeds 20 consecutive days.
- 16.10 If the District elects to employ a part-time substitute in the same classification, whenever possible the work shall be offered first to qualified employees in that classification, in order of seniority, unless the extra work would result in the employee going into overtime.

16.11 Special Project Assignments

The District may fill up to three (3) special project assignments a year. Special assignments may not exceed 45 work days. Assignments will be offered to qualified unit members first prior to posting outside. The District will notify CSEA prior to starting Special Projects. Additional projects may be approved with union approval

Shasta Union High School District 2024-25 CSEA Calendar

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12 month employees work all days except holidays
11 month employees do not work during July
Shaded = 10 month employee work Days (181)

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HOLIDAYS/RECESSES	
Labor Day	Sep 2 Nov 11
(by law must be Nov 11 if a weekday) Thanksgiving Break	Nov 25-29 Dec 20-Jan 6
Martin Luther King Day	Jan 20 . Feb 17 Feb 18
President's Week	Feb 17-21 April 14-18
Memorial Day Juneteenth Ju	May 26 une 19
Thanksgiving - November 28 Easter - April 20	

CSEA DATES		
School Starts: August 1 School Ends: June 4	4	
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CSEA Work Day	\triangle	Aug 12
Snow Day Makeup: Jul	ne 5	
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Shasta Union High School District 2025-26 CSEA Calendar

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HOLIDAYS/RECESSES	
Labor Day	Sep 1
Veteran's Day Holiday	Nov 11
(by law must be Nov 11 if a weekday)	
Thanksgiving Break	Nov 26-28
Winter Break	Dec 22-Jan 5
Martin Luther King Day	Jan 19
Washington Day	Feb 16
Lincoln Day observed	Feb 17
President's Week	Feb 16-20
Spring Break	April 3-10
Memorial Day	May 25
Juneteenth	June 19
Thanksgiving - November 27	

CSEA DATES

School Starts: August 13 School Ends: June 4

CSEA work day (all employees) Aug 11 🛆

Snow Day Makeup: April 3

(if snow day is used, the April 3d holiday will be

moved to April 7th)