

AGREEMENT

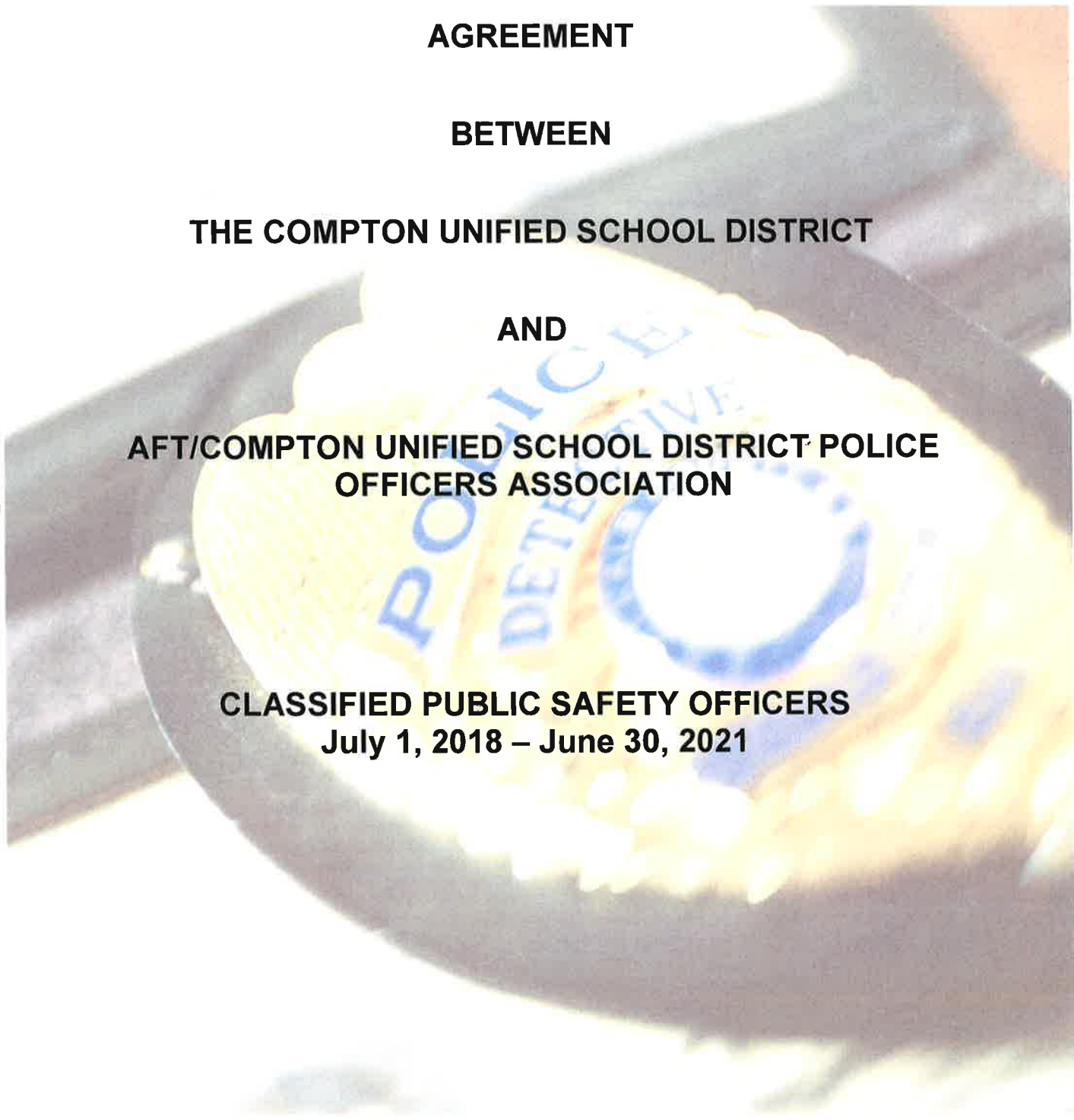
BETWEEN

THE COMPTON UNIFIED SCHOOL DISTRICT

AND

**AFT/COMPTON UNIFIED SCHOOL DISTRICT POLICE
OFFICERS ASSOCIATION**

**CLASSIFIED PUBLIC SAFETY OFFICERS
July 1, 2018 – June 30, 2021**



ACKNOWLEDGEMENTS

COMPTON UNIFIED SCHOOL DISTRICT

NEGOTIATING TEAM

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Kanika White, Ed.D.	Senior Director Human Resources

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Satra Zurita	Vice President
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Superintendent

COMPTON UNIFIED SCHOOL DISTRICT

AFT/POLICE OFFICERS' ASSOCIATION NEGOTIATION TEAM

Jermaine Ford

President

Jesse Reyes

Vice President

Carolyn Richie

Labor Union Representative

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AGREEMENT

THIS AGREEMENT is made and entered into this 22nd day of October, 2008 by and between the Board of Trustees of the Compton Unified School District, which together with its administrative staff and representatives will be referred to in this Agreement as the "District," and the Compton Unified School District Police Officers' Association, which together with its officers and representatives will be referred to in this Agreement as "CUSDPOA".

ARTICLE I
RECOGNITION

- 1.1 The Unit: Pursuant to applicable California statutes, the District acknowledges that Compton Unified School District Police Officers' Association (CUSDPOA) has been certified in PERB Case No. LA-D-223 dated 9/23/88 as the exclusive representative of a bargaining unit comprised of the following employees of the District.
- 1.1.1. Included: All Public Safety Officers in probationary and permanent status.
- 1.1.2. Excluded: All Public Safety Personnel designated as management, supervisory, or confidential within the meaning of Government Code Section 3540.1.
- 1.2 Changes to the Unit: The parties agree that subsection 1.1.1 represents the appropriate unit. The unit may be revised only by mutual agreement or by a Public Employment Relations Board (PERB) unit clarification decision, but it is agreed that neither party may file for a unit clarification proceeding involving this unit except when the District creates new classifications or when the Association contends that certain classifications should be accredited to the unit. Disputes over unit composition and alleged violations of this Article are not subject to the grievance procedures of this Agreement.
- 1.3 "Employee" Defined: Unless the context clearly indicates otherwise, the terms "employee" or "employees" mean a person or persons who are members of the unit; unless the context clearly indicates otherwise, the use of the term "personnel" means all District employees, including members of the unit.

ARTICLE II

SEPARABILITY AND SAVINGS PROVISION

- 2.1 If any provision of this Agreement is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and the application of such Article or Section as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- 2.2 In the event of suspension or invalidation of an Article or Section of this Agreement and in the event the Article or Section may legally be replaced, the parties agree to meet and negotiate within thirty (30) days after the final determination of the suspension or invalidation of an Article for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE III
DISTRICT RIGHTS

- 3.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work in accordance with Education Code Article 4 Section 39675; and take action on any matter in the event of an emergency
- 3.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
- 3.3 The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency. If the District intends to retain changes in policies and practices referred to in this Agreement implemented during the term of an emergency, the District will meet and confer with the Association within ten (10) work days after the emergency ceases to exist.
- 3.4 Emergency Defined: Emergency shall be defined as a situation calling for prompt action, brought about by an Act of God; by unusual, unexpected or extraordinary interference from a

third party; or by an unusual, unexpected or extraordinary occurrence whose cause is unknown.

ARTICLE IV

CUSDPOA RIGHTS

- 4.1 Access: Any authorized CUSDPOA representative shall have the right of reasonable access to District facilities for the purpose of contacting employees and transacting Association matters. Upon arriving at a work site, the representative shall first report to the site administrator and state the purpose and length of the visit. The representative may contact a unit member during his/ her duty free lunch periods, before and after the unit member's hours of service, or when the unit member is not required to actively perform his/her duties and responsibilities. The representative shall not interrupt any unit member's duties or assignments. The Association shall provide the District with the names of authorized representatives at the beginning of each work year and whenever a new representative is designated or a current representative is deleted.
- 4.2 Bulletin Boards: CUSDPOA shall have the right to post notices regarding official Association matters on a bulletin board designated for that purpose by the site administrator at each work site where unit members are assigned. The site administrator shall be given a copy of each notice which is to be posted. All postings shall contain the date of posting and signature of an authorized Association representative, except for printed materials clearly identified as having been prepared by CUSDPOA.
- 4.3 Mail Boxes: CUSDPOA shall have the right to place notices and information regarding Association business in unit members' mail boxes, subject to the following conditions: (a) all materials to be placed in unit members' mail boxes shall contain the date of distribution and the identity and signature, (b) a copy of the material shall be delivered to the Superintendent or designee at the same time that the material is placed in unit members' mail boxes. The Association shall not have access to the District's school-mail system for intra-district

mailing.

4.4 The CUSDPOA agrees not to post or distribute information which is defamatory of the District, its officers, or its personnel.

4.5 Released Time for Negotiations: No more than five (5) negotiating team employee representatives designated by CUSDPOA shall be released from duty with no loss of pay for the purpose of attending negotiation meetings with the District pursuant to this Agreement.

4.6 Unit Member List: The District shall provide to CUSDPOA, each year by August 1st, a listing of employees in the unit, including name, job classification, work location, and mailing address.

4.7 CUSDPOA Representative: CUSDPOA will have the right to designate, pursuant to its own procedures, up to five (5) unit members to serve as CUSDPOA representatives. CUSDPOA shall inform the Office of Employer/Employee Relations in writing of each unit member so designated pursuant to its own procedures, up to five (5) unit members to serve as CUSDPOA representatives. CUSDPOA shall_ inform the Office of Employer/ Employee Relations in writing of each unit member so designated. Representative of CUSDPOA shall have the right to:

(a) Represent another unit member, at the unit member's request, in a grievance meeting as expressly provided for in Article VI (GRIEVANCE PROCEDURE).

(b) On his/her own time, coordinate CUSDPOA meetings, which may be held on the work site during unpaid time for any employee in attendance, subject to prior approval by the site administrator. Such activities shall not interfere with other scheduled duties or events.

(c) Post, initial, and date official CUSDPOA notices on a bulletin board designated by the site administrator and Director of Public Safety.

(d) Report to the appropriate administrator upon discovery and without delay any unsafe or unsanitary conditions at the work site.

4.8 Contract: The District shall print copies of the contract for each unit member. The District shall provide each newly hired unit member with a copy of the contract.

4.9 The District agrees to provide five unit members days of release time per school year to Association representatives for the purpose of conducting Association business in furtherance of the objectives in Section 3540 of the Government Code. The availability of the release time shall be subject to the following conditions;

4.9.1 Within a reasonable amount of time prior to the desired date of release time, CUSDPOA must submit a written request for release time to the District, identify the name(s), title(s), and work site(s) of the Association representative(s) for whom release time is being requested.

4.9.2 The District retains the right to deny use of release time at the request time if the unit member's absence from duty at that time would impair the efficiency of the District's operations.

ARTICLE V

GRIEVANCE PROCEDURES

- 5.1 "Grievance" Defined: A "grievance" is defined as a written complaint of a unit member that the District has violated an expressed term of this Agreement and that said unit member has personally been adversely affected by the alleged violation.
- 5.1.1 All other matters and disputes of any nature are not within the scope of the grievance procedure set forth in this Article.
- 5.1.2 If the same grievance or essentially the same grievance, as determined by mutual agreement between CUSDPOA and the District, is filed by more than one employee, the grievance(s) may be combined for processing. The final resolution of that grievance shall be applicable to other pending grievances.
- 5.1.3 The filing or pending resolution of a grievance shall not prevent implementation of any District action during the processing thereof.
- 5.1.4 CUSDPOA may itself grieve only with respect to an alleged violation by the district of Article IV (CUSDPOA Rights).
- 5.2 Representation Rights in the Grievance Procedure: The grievant may be in attendance at all steps of the grievance procedure where a conference is held. He/she may present his/her own case or may present it through the representative designated from his/her area. 5.2.1 At all grievance meetings under this Article the grievant shall be entitled to be accompanied and/or represented by a CUSDPOA representative. The supervisor and/or administrator shall have the right to be accompanied by another supervisor and/or administrator or District representative.
- 5.2.2 Prior to the final resolution of a grievance filed directly by a unit member without CUSDPOA representation, CUSDPOA shall be provided:
- a. A copy of the grievance
 - b. A copy of the proposed resolution

c. The opportunity to file a written response to the proposed resolution.

- 5.3 Release Time for Unit Member and CUSDPOA Employee Representatives: Grievance meetings and hearings will be scheduled by the District at mutually convenient times during District business hours. Said meetings will be scheduled so as to minimize interference with regular employees' duties. If a grievance meeting or hearing is scheduled during duty hours reasonable released time shall be granted to the grievant and his/her witnesses and CUSDPOA employee representative.
- 5.4 Confidentiality: Neither CUSDPOA, the District nor the grievant shall discuss any aspects of a grievance until it is finally resolved. This prohibition is not intended to restrict normal interviewing of witnesses or other necessary preparation for the hearing.
- 5.5. Effects of Time Limits: By mutual written agreement, the parties may shorten, extend or waive grievance steps and/or all time limits. Where there is no such mutual agreement, grievances not presented or processed in accordance with the time limits by the grievant shall be deemed withdrawn. Failure by the District to issue a decision within prescribed time limits shall entitle the grievant to proceed to the next level of the grievance procedure.
- 5.6 Day Defined: A "day" for purposes of this Article is defined as a work day.
- 5.7 Immediate Supervisor Defined: The "immediate supervisor" is the individual designated, in writing, as the unit member's supervisor, pursuant to Article IX (Performance Evaluation Procedures). 5.7.1 All Public Safety Personnel shall be under the immediate supervision of the designated department supervisor.
- 5.8 Informal Discussion: Prior to filing a formal written grievance under Step One, a grievant must attempt to resolve the dispute by presenting the grievance orally to the immediate supervisor and discussing the grievance with him/her. The written grievance must be filed within the time limits required under Step One, whether or not the grievant is able to first discuss it with the supervisor.
- 5.9 Step One: Within twenty (20) days, as defined in Section 5.6 after the unit member knew or

should have known of the act or omission giving rise to the grievance, the grievance must be presented in writing to the immediate supervisor on a form provided by the District. The written complaint must include a clear, concise statement of the circumstances giving rise to the grievance, identifying the specific Article and Section of the Agreement alleged to have been violated, and the remedy requested. The form shall be signed and dated by the grievant. A conference between the grievant and the immediate supervisor shall take place within seven (7) days after receiving the grievance, and the supervisor shall respond within seven (7) days after the conference. The receipt of such reply shall terminate Step One.

- 5.10 Step Two: If the grievance is not resolved in Step One and the grievant wishes to proceed to Step Two, the grievant may, within seven (7) days after receipt of the Step One decision, present the written grievance to the Department Head and/or Cabinet Level_ Administrator. Within seven (7) days from the administrator receipt of the grievance a conference shall take place to discuss the complaint and the administrator shall reply in writing within seven (7) days following the meeting. The receipt of said reply shall terminate Step Two.
- 5.11 Step Three: If the grievance is not resolved in Step Two and the grievant wishes to proceed to Step Three, the grievant may, within seven (7) days after receipt of the decision at Step Two, present the written grievance to the Superintendent's designee. If the superintendent or his designee desires a conference, it shall be held within seven (7) days from receipt of the grievance. The Superintendent or designee shall respond in writing to the grievance within ten (10) days after the conference, or if no conference is held within ten (10) days after receipt of the grievance. The receipt of said reply shall terminate Step Three.
- 5.12 Step Four - Arbitration: In the event the grievance is not satisfactorily adjusted at Step Three, CUSDPOA may submit a request in writing to the Superintendent that the grievance be submitted to arbitration. The request shall be made within ten (10) days of receipt of the response at Step Three or the failure of the District to timely respond where there has been no mutually agreed extension of time. Within ten (10) days of receipt of the written request

for arbitration the parties shall attempt to select a mutually agreeable Arbitrator either from a list to be developed by the parties or developed by PERB. If the parties are unable to mutually agree they shall request the California Mediation and Conciliation Service to provide a list containing the names of five (5) Arbitrators who are experienced in public school arbitration. Within five (5) days after receipt of the list the District and CUSDPOA shall alternately strike a name from the list of Arbitrators until one (1) name remains. The order of striking shall be determined by lot.

5.12.1 The Arbitrator shall proceed under the VOLUNTARY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION.

5.12.2 CUSDPOA and the District may mutually agree to utilize expedited procedures. The Arbitrator shall provide an opportunity for a hearing after his/her selection by the parties and within thirty (30) calendar days from the close of the record shall issue his/her written opinion and award to the District and CUSDPOA. The award shall be final and binding upon the parties.

5.12.3 The recommendations of the Arbitrator shall conform to the laws of the State of California and to the terms of this Agreement.

5.12.4 The Board of Trustees shall, within thirty (30) days of receipt of the arbitrator's award issue a resolution which is final and binding. If the Board of Trustees does not render a decision within the time specified, then it shall be deemed to have adopted the decision recommended by the Arbitrator.

5.12.5 The fees and expenses of the Arbitrator and all other mutually agreed upon costs shall be borne equally by the District and CUSDPOA. All other costs will be borne by the party incurring them.

5.13 Miscellaneous Provisions

5.13.1 All materials concerning a unit member's grievance shall be kept in a file separate from the unit member's official personnel file. All grievance materials shall be

maintained in the office of Employer/Employee Relations or in a confidential location other than the office of Public Safety Services. Such file shall be available for inspection only by the unit member, the CUSDPOA representative and those management, supervisory and confidential employees directly involved in the grievance procedure.

ARTICLE VI
WORK STOPPAGE

- 6.1 It is agreed and understood that there will be no strike, job action, work stoppage, slow-down, picketing which is unprotected by the 1st amendment of the United States Constitution, or Article I of California State Constitution, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the CUSDPOA or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 6.2 CUSDPOA recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by CUSDPOA, CUSDPOA agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 6.3 It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.
- 6.4 It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement, in District policy, or by Education Code from any employee and/or CUSDPOA.
- 6.5 The Association will be given at least 48 hours notice prior to any withdrawal of any rights, privileges or services provided for in this Agreement, in District policy, or by Education Code from any employee and/or CUSDPOA.

ARTICLE VII

NON-DISCRIMINATION

- 7.1 Neither the District nor CUSDPOA shall unlawfully discriminate against bargaining unit members on the basis of age, race, sex, color, national origin, religion, physical handicap or other protection classifications in violation of applicable State and Federal laws.
- 7.2 Neither the District nor CUSDPOA shall unlawfully discriminate against bargaining unit members on the basis of political opinions or affiliation or marital status.
- 7.3 Complaints regarding alleged violations of this Article may not be pursued beyond the intra-district level of the grievance procedure. Nothing contained in this Article shall preclude a unit member from pursuing legal or equitable remedies available under State and Federal laws.

ARTICLE VIII

HOURS OF WORK AND OVERTIME

- 8.1 All employees are expected to be on duty at their assigned locations on time and to remain on duty until the end of their workday.
- 8.2 Workweek: "A Workweek" shall consist of forty (40) hours within an occurring seven day period of time beginning with Sunday and ending with Saturday.
- 8.3 Workday: A "Workday" shall mean any regularly assigned work time within a twenty-four (24) hour period. For the purpose of this Agreement a work day may be either a period of ten (10), hours or eight (8) hours exclusive of a lunch break. The assignment of unit members to a ten (10) hour day shall work a week consisting of four (4) consecutive days. Unit members assigned to an eight (8) hour day shall work a week consisting of five consecutive days.
- 8.4 Overtime: Unit members authorized to work overtime shall be compensated at the rate of one and one-half (1 1/2) times the regular rate of pay under the following conditions:
- 8.4.1 For all hours worked in excess of forty (40) hours in one week.
- 8.4.2 For unit members who are required to work on a holiday.
- 8.4.3 No unit member covered by this Agreement shall have his/her hours altered or changed for the sole purpose of circumventing the overtime provisions of this Agreement.
- 8.5 Classifications Exempt from Overtime: The-Governing Board may establish weekend/holiday positions in accordance with Education Code, Section 45204.
- 8.6 Legal Requirements: Overtime shall be paid in accordance with laws pertaining thereto.
- 8.7 Scheduling of Public Safety Personnel: Public Safety shall be scheduled on a regular duty roster quarterly which shall be posted at least one month in advance. Emergency situation including but not limited to absence of Public Safety Personnel, special needs of the District, periods of campus or community unrest, threatening the safety of students, staff members, or property of the school district shall be causes to change the posted schedule.

8.8 Equalization of Overtime for Public Safety Officers

The purpose of this section is to equalize the number of overtime hours for each public safety officer.

8.8.1 Department Wide and Site Assignment Overtime-The District shall establish overtime lists (department and site) containing the names of all affected public safety officer. These lists shall be posted on the bulletin board in the public safety briefing room and at the local site.

8.8.2 Assignment of overtime shall be as follows:

- (a) Overtime assignments for any given day shall be given to the public safety officer on the list who has the least number of overtime hours on the list referred to in section 8.8.1.
- (b) Additional overtime assignments shall be given to other public safety officers in ascending order.

8.9 Refusal of Overtime Assignment

8.9.1 A public safety officer who refuses an overtime assignment shall have the actual number of hours worked on that assignment charged against him/her and have those hours added to his/her total number of overtime hours on the list referred to in section 8.8.1.

8.9.2 Notwithstanding subsection (8.9.1) above, a public safety officer who becomes ill or refuses to implement or complete their overtime assignment will be credited for each overtime assignment he/she refuses or can not implement.

8.9.3 A public safety officer on approved sick or personal necessity leave will not be assigned. Upon his/her return to work, time shall be prorated with the total number of overtime hours earned per employee on the overtime list since his/her leave began and then properly placed on the overtime list.

8.9.4 A public safety officer who is on Bereavement, Jury Duty/Witness or Military

Leave will not be assigned and upon return to work shall not have any time charged to the posted list referred to in 8.8.1.

8.9.5 Effective each July 1 a new overtime list will be established on the basis of seniority.

8.9.6 The posted list shall be updated on an ongoing basis by the Department of Public Safety and posted each Monday.

ARTICLE IX
PERFORMANCE EVALUATION PROCEDURES

- 9.1 When. Evaluations are to be Made: All unit members shall be evaluated by their immediate supervisors as defined in Article VI, Section 6.7.1 and Section 6.7.2 in accordance with the following schedule:
- 9.1.1 Probationary employees - at the end of the second, fourth, sixth months of service.
 - 9.1.2 Permanent employees - at least once a year.
- 9.2 Who Makes Evaluations: Each immediate supervisor under whom the unit member has served sixty (60) working days or more during any rating period shall provide a performance evaluation, even though the unit member may have left his/her supervision. Each unit member shall be informed in writing of the name of his/her immediate supervisor and of the next level supervisor within thirty (30) working days after ratification of this Agreement. Each new unit member shall be so informed upon reporting to his/her assignment.
- 9.3 Standards of Evaluations: The standards of evaluation shall be established by the District. Unit members shall have an annual written performance evaluation and be required to have a quarterly shooting proficiency evaluation. Unit member hired after November 1, 1990 shall be required to pass an annual agility examination, the standards of which are to be set by the District.
- Written Performance Evaluation (See appendix G1)
 - Quarterly Shooting Proficiency Evaluation (See appendix G2)
 - Agility Testing Examination (See appendix G3)
- 9.4 Procedures to be followed: Performance evaluation reports shall be made on prescribed forms and shall be prepared by the unit member's immediate supervisor. The form shall be reviewed by the next higher level supervisor and by the department head. The evaluation of unit members shall be based on consistent observations and review by the evaluator. The

supervisor will insure that each unit member is informed, in writing, of his/her job duties and responsibilities on an ongoing basis.

9.4.1 The immediate supervisor shall present the performance evaluation report to the unit member and shall discuss it with him/her. The evaluation form shall be signed by the unit member to indicate receipt and the unit member shall be given a signed copy. Any evaluation which rates "below District standards" for probationary unit members and "below competent" for permanent unit members shall include specific recommendations for assisting the unit member in implementing any recommendations made.

9.4.2 When the unit member is no longer supervised by the person preparing the evaluation, it shall be delivered by certified mail.

9.4.3 Performance evaluation reports shall be filed in the unit member's official personnel file after the unit member has been given the opportunity to attach his/her response to the report; and shall be available for review in connection with promotional examinations and disciplinary actions.

9.4.4 If any category on the Performance Report is rated "below average" or "unsatisfactory", the following will be attached to the evaluation:

- A. Statement of the problem or concern;
- B. The desired improvement;
- C. Suggestions as to how to improve; and,
- D. At the District's discretion, provisions for assisting the unit member.

9.5 Special Evaluations: At any time, a supervisor may, with the approval of his department head, issue to a unit member a "Notice of Unsatisfactory Performance." Such notices shall be made on prescribed forms and shall set forth specific reasons of unsatisfactory performance by the unit member. A Notice of Unsatisfactory Performance shall be delivered

to the unit member personally by his/her immediate supervisor or by certified mail. After the unit member has been given the opportunity to comment on the matters set forth in the notice, a copy of such notice and the comments of the unit member shall be placed in the unit member's official personnel file and shall be available to review in connection with promotional examinations and disciplinary actions.

9.6 Personnel File Information: The official personnel file of each unit member shall be maintained at the District's Central Administration Office. Materials placed in an official personnel file must indicate that a copy has been given to the unit member. Such material does not include ratings, reports, or records which (1) were obtained prior to the employment of the unit member involved, (2) were prepared by identifiable examination committee members or (3) were obtained in connection with a promotional examination.

9.6.1 Every unit member shall have the right to inspect material placed in his/her personnel file upon request, except ratings, reports, or records which (1) were obtained prior to the employment of the unit member involved, (2) were prepared by identifiable examination committee members or (3) were obtained in connection with a promotional examination, provided that the request is made at a time when the unit member is not actually required, to render service to the District or with the permission of the department head on District time.

9.6.2 Information of an adverse or derogatory nature, excepting material listed in Section 9.6 above, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon, and has first read and signed the instrument containing the adverse or derogatory content indicating he/she is aware of such content, except that such entry may be made if after reading such instrument the unit member refuses to sign it. Should a unit member refuse to sign, that fact shall be noted on that document, and signed or initialed by the appropriate administrator. Unit members shall be shown a copy of

any adverse or derogatory written material not less than five (5) days before it is placed in the unit member's official personnel file. A unit member shall have thirty (30) days within which to file a written response to any adverse or derogatory comment entered in his personnel file. Such written response shall be attached to, and shall attach the adverse or derogatory comment. A review of adverse or derogatory statements shall take place during normal business hours, and the unit member shall be released from duty for this purpose without loss of pay.

- 9.6.3 The District shall keep a record indicating the persons, other than personnel staff, who have examined a unit member's personnel file including the date of examination. The record shall be maintained in the unit member's official personnel file.

ARTICLE X

REASSIGNMENTS

- 10.1 For the purpose of this Article, "reassignment" means a change of regular duty or school assignment or shift of an employee without a change of classification. An employee's "regular assignment" shall be the assignment the employee receives on the regular posting of duty and location roster, as described in Article VIII, Section 8.7 of this Agreement.
- 10.2 Involuntary Reassignments: An involuntary reassignment of an employee is one instituted by the District. Involuntary reassignment may occur at any time, under the following conditions:
- 10.2.1 Involuntary reassignments may be instituted by the District to improve the efficiency of District operations. Involuntary reassignments will not be used as a disciplinary measure.
- 10.3 Upon being involuntarily reassigned, the affected employee will be given the reasons for the reassignment in writing, a minimum of four working days prior to the involuntary reassignment, except in cases when reassignment is necessary due to unanticipated staffing shortages, campus unrest, or other significant emergencies.
- 10.4 Voluntary Reassignments: When an employee desires a reassignment to another site or shift, the employee must fill out the Department reassignment form and submit it to the Chief of Public Safety for approval. The request shall remain on file until the employee accepts the requested reassignment, rejects the requested reassignment the third time the reassignment is offered, or separates from service. All requests will automatically expire on June 1 of each year.
- 10.4.1 Reassignment to Shifts - (Vacancies)
- If a vacancy occurs, the Department shall post a notice of the vacancy in the Public Safety Office. If an employee is absent on approved leave, he or she will be notified of the vacancy by the Department of Public Safety, which will mail a certified letter to his or her address on file in the District's Personnel Department,

no later than the second day of posting of the notice of the vacancy. The vacancy will be filled no sooner than the fifth (5th) work day after the vacancy is posted. The vacancy will be offered first to employees who have submitted requested forms, in descending order of seniority. If no requests are made, the vacancy may be filled by involuntary reassignment.

10.4.2 Reassignment to Shifts - (No Vacancy)

Voluntary shift reassignments shall not be made if there is no vacancy on the shift requested.

10.4.3 Site (Duty or School) Reassignments (Vacancies)

If a vacancy occurs, the Chief of Public Safety will give first priority to officers assigned to the shift on which the vacancy occurs who have submitted site reassignment requests, and if none exists, the vacancy may be filled by involuntary shift reassignment in accordance with Section 10.2.

10.4.4 Site (Duty or School Reassignments) (No Vacancy)

If no vacancy exists at the location requested by the officer, the Chief of Public Safety shall have the option of denying the request, or granting the request and involuntarily transferring another officer to create a vacancy. An involuntary transfer occurring under this section shall comply with this Article.

ARTICLE XI

LEAVES OF ABSENCE

11.1 General Provisions: The leave benefits which are expressly provided by this Article are the sole benefits which are part of this Agreement. It is agreed that other statutory or regulatory leave benefits are not incorporated, either directly or impliedly, into the Agreement and are not subject to the Grievance Procedure, Article VI herein.

11.1.1 After the fifth consecutive work day of absence, a unit member shall be required to complete the Leave of Absence Request Form, for payroll purposes. The District may require the unit member to provide a verification of the reason for the absence.

11.1.2 Unit members using any category of leave without pay shall not be entitled to compensation, accrual of leave, District contributions to fringe benefit premiums, annual increments, or the accrual of seniority for layoff or reduction in force, or other such purposes, nor shall probationary unit members earn credit toward gaining permanency while using such leave. A unit member on approved leave without pay may continue his/her enrollment in health and welfare plans by paying the full amount of the premiums in a periodic manner as required by the District

11.1.3 The District may require the unit member to submit to an examination by a district designated physician provided that the District pays the cost of such examination.

11.2 Paid Sick Leave: Sick leave is authorized absence of a unit member because of illness, injury or exposure to contagious disease.

11.2.1 Every full-time unit member in a permanent, probationary, or restricted status shall earn one (1) day sick leave for each month worked in a fiscal year. Unit members employed part-time or for less than a full fiscal year shall earn sick leave days on a pro-rata basis. Unused sick leave may be accumulated without limit.

- 11.2. 2 At the beginning of each fiscal year, the sick leave "bank" of the unit member shall be increased by the number of days of paid sick leave which he/she would normally earn in the ensuing fiscal year. A unit member's sick leave "bank" shall be adjusted if a change of assignment alters the amount of sick leave earnable.
- 11.2. 3 Sick leave may be taken at any time, provided that new unit members with probationary status may not use more than six (6) days of paid sick leave, or the pro-rata amount to which he/she may be entitled, until the first day of the calendar month after his/her initial probationary period.
- 11.2. 4 Pay for any day of sick leave shall be the same pay the unit member would have received if he had worked that day, except as provided by Education Code Section 45137 for part-time personnel.
- 11.2. 5 In order to receive compensation while absent on sick leave, the unit member must notify his/her supervisor of his/her absence at least-one (1) hour prior to the beginning of his/her shift, unless conditions make notification impossible. The burden of proof of impossible conditions shall be upon the unit member.
- 11.2.6 At least one (1) day prior to his/her expected return to work, the unit member shall notify his/her supervisor in order that any substitute employee may be terminated. If the unit member fails to notify his/her supervisor and both the unit member and the substitute report, the substitute is entitled to the assignment, and the unit member shall not receive pay for that day.
- 11.2.7 A unit member absent for more than five (5) working days shall be required to present a signed statement from the attending physician, indicating that the unit member was unable to work due to illness or disability, to his department head. If absence due to illness is longer than ten (10) working days, a medical release, signed by the attending physician, must be submitted to the department head upon return to work, certifying that the unit member is able to perform his duties

without restriction. Unit members whom the District deems to have a questionable attendance record, or who indicate a high incidence of sick leave usage, may be required by the District to submit a physician's statement of the condition which requires the illness absence. If the unit member's attendance is deemed questionable, he/she shall be notified in writing that any subsequent illness absence will require the submission of a physician's statement of the condition which requires the illness absence, and the length of such absence.

11.2.9 For all paid leave less than six (6) months in length, the unit member shall be returned to the same position held prior to the leave. A temporary replacement may be provided for the extent of the leave. For all paid leaves longer than six months in length, the position shall be filled by transfer or from an eligibility list in the same class. The unit member returning from leave of absence over six (6) months in length will be assigned to a comparable vacant position in the same job classification in the District or will replace a unit member with less seniority in the same class if no vacancies are available.

11.2.10 When a temporary replacement is not available, this fact shall be transmitted to the Superintendent who may declare an emergency and approve the hiring of a person in a probationary status for the remaining period of the leave. If at the end of the leave no vacancy exists, the District will assign the probationary unit member in the same classification with less seniority. If replacement of another provisional employee or probationary unit member is not possible, the replacement employee shall be returned to the eligibility list.

11.2.11 A unit member may convert unused sick leave to retirement credit in accordance with Government Code Section 20862.5, if applicable, if the unit member is filing a request for retirement.

11.3 Entitlement to Other Sick Leave: Unit members who have completed a probationary period

will be credited as of the date of permanency with 110 working days of half-pay illness leave.

11. 3.1 Thereafter, as long as he/she remains, the unit member will be credited annually with the correct number of working days of illness leave each July 1st to bring his/her balance to 110 working days of half-pay illness leave.

11. 3.2 No half-pay illness leave shall, be allowed until after the exhaustion of all full-pay privileges including regular sick leave and accumulated vacation.

11. 3.3 The days of half-pay illness for unit members who work on less than full-time basis shall be prorated on the basis of the number of hours worked in a week.

11. 3.4 The leave shall not be accumulated from year to year and when such leave will overlap into a new fiscal year, the unit member shall be entitled to only that amount of leave remaining at the end of the fiscal year in which the illness or injury occurred.

11. 4 Additional Unpaid Sick Leave: After exhaustion of all paid leave, the unit member may be placed on additional unpaid leave upon request and with the approval of the Board of Trustees. The additional leave may be for any period of time up to a year, providing that the total leave time for any one illness both paid and unpaid will not exceed two (2) years.

11.5 Termination of Sick Leave: A unit member who has been placed on paid or unpaid sick leave may terminate the leave and resume his/her duties at any time during leave, provided that he/she is able to fully perform his/her assigned duties. If the leave has been for more than twenty (20) working days, he/she must notify the District and his/her department head of his/her return at least three (3) working days in advance. As a condition of the unit member's resumption of his/her duties, the District may require a physician's statement that the unit member is physically and emotionally able to perform his/her duties, without restriction.

11.5.1 If, at the conclusion of all sick leave and additional leave, paid or unpaid, granted under this Article, the unit member is unable to resume the duties of his/her position without restriction, the unit member will be placed on a reemployment list

for a period of thirty-nine (39) months. At any time, during the prescribed thirty-nine (39) months, the unit member is able to assume the duties of his/her position, the unit member shall be reemployed in the first vacancy in the classification of his/her previous assignment. The unit member's reemployment will take preference over all other applicants except for those laid off for lack of work or lack of funds under Education Code Section 45298 in which case the unit member shall be ranked according to his/her proper seniority.

11.6 Industrial Accident and Industrial Illness Leave: In accordance with the provisions of Education Code Section 44043 - 45192 a unit member with probationary or permanent status shall be provided leave of absence for an industrial or occupational illness under the following rules and regulations:

- 11.6.1 The industrial accident or occupational illness must have arisen out of and in the course of employment of the unit member, and must be accepted as a bona fide injury or illness arising out of or in the course of employment by the District's workers' compensation insurance carrier.
- 11.6.2 Allowable leave for such industrial accident or occupational illness shall be up to sixty (60) working days in any one (1) fiscal year for the same industrial accident or occupational illness.
- 11.6.3 Allowable leave for industrial accident or occupational illness shall not be accumulated from year to year.
- 11.6.4 The industrial accident or occupational illness leave shall commence on the first day of absence.
- 11.6.5 When a unit member is absent from his/her duties on account of industrial accident or occupational illness, he/she shall be paid such portion of the salary due him/her, when added to his/her temporary disability award made under workers' compensation, will result in the payment to the unit member of not more

than his/her full salary.

- 11.6. 6 The industrial accident or occupational illness leave shall be reduced by one day for each day of authorized absence regardless of a compensation award. made under workers' compensation.
- 11.6. 7 When a industrial accident or occupational illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount of unused accident or illness leave remaining at the end of the fiscal year in which the injury or illness occurred for the same injury or illness.
- 11.6. 8 The industrial accident or occupational illness leave is to be used in lieu of entitlement of sick leave acquired under Education Code Section 45191.
- 11.6. 9 When entitlement to industrial accident or occupational illness leave has been exhausted-, entitlement to other sick leave will then be used, but if a unit member is receiving workers' compensation the person shall be entitled to use only so much of the person's accumulated or other available sick leave, accumulated compensating time, vacation or other available leave which, when added to the workers' compensation award, provide for a full day's wage or salary.
- 11.6.10 During all paid leaves of absence, whether industrial accident or occupational illness leave, sick leave, vacation, compensated time off or other available paid leave, the unit member shall endorse to the District wage loss benefit checks received under the workers' compensation laws of this state. The District, in turn, shall issue the unit member appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions.
- 11.6.11 When all available leaves of absence, paid or unpaid, have been exhausted and if the unit member is not medically able to assume the duties of the person's position, he/she shall, if not assigned to another. position, be placed on a

reemployment list for a period of thirty-nine (39) months. When available, during the 39-month period, the person shall be employed in a vacant position in the class of his/her 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 he/she shall be listed in accordance with appropriate seniority.

- 11.6.12 A unit member who has been placed on a reemployment list as provided herein who has been medically released for return to duty and who fails to accept an appropriate assignment within the department shall be dismissed.
 - 11.6.13 Any unit member receiving workers' compensation benefits as a result of this Section shall, during periods of injury or illness, remain within the State of California unless the Board of Trustees authorizes travel outside the state.
 - 11.6.14 A unit member who has sustained a job-related injury or illness shall report same to his/her immediate supervisor on the same work day the injury or illness occurs or becomes apparent or not later than the next scheduled work day following the occurrence if such injury or illness occurs after work hours, unless the employee's condition makes it physically impossible to do so.
 - 11.6.15 Any unit member receiving benefits under this Section who accepts other employment during the interim of his/her disability shall be deemed to have abandoned his/her position on the date of the acceptance of employment outside the District and shall be dismissed. If the unit member has been placed on a reemployment list, he/she shall be removed from such list and shall be dismissed.
- 11.7 Extension of Industrial Accident and Industrial Illness Leave
- 11.7.1 If a unit member was physically injured during an act or acts of violence related to and during the performance of assigned duties, the leave of absence may be extended beyond the initial sixty (60) day period up to an additional 150 days. In order to qualify for such an extension, the unit member must have:

1. notified the Chief of Police or his designee and appropriate law enforcement authorities within twenty-four (24) hours of the incident if the unit member was physically able to do so;
2. completed a written report and reported for treatment within 24 hours of the injury;
3. reported, as soon as it becomes evident that an extension is to be requested, for a District-approved physical examination and received approval as a result of such examination; and
4. applied in writing to the District for such an extension, using a District form. Such application should be filed with the immediate administrator as soon as the unit member sees the need for such an extension, so that the District has adequate time to review and process the claim prior to the effective date of the leave extension. Determination whether the injury was the result of an act of violence, and whether the act of violence was related to and during the performance of duties, but not whether it is compensable under worker's compensation laws, shall be made by the Chief of Police or his designee. Determination whether the injury is disabling beyond the initial sixty (60) day period shall be made by the District. A unit member may be required during the extended period to be evaluated by the District at any time.

11.7.2 For purposes of Section 11.7 of this Agreement only, "physically injured during an act of acts of violence: s defined as a physical injury suffered by a school police officer as a result of any of the following:

1. Physical injury suffered as a direct result of a physical altercation with a suspect;
2. Physical injury suffered as a direct result of an attempt to defend against a

substantial threat of physical injury to the officer or third party.

3. Physical injury suffered as a direct result of pursuing a fleeing criminal suspect or while actively responding to a crime or suspected crime in progress.

However, an act of violence will not be deemed to have occurred unless the officer reports the incident to the officer's supervisor prior to the end of the shift on which the incident occurred.

- 11.7.3 Upon exhaustion of the above authorized industrial injury and illness benefits, the unit member shall be permitted to utilize accrued illness benefits or vacation benefits, if any. If the employee continues to receive temporary disability indemnity, the unit member shall be paid for any illness and vacation benefits which, when added to the temporary disability indemnity, will result in a payment of not more than full normal salary.
- 11.7.4 A unit member absent under this Section shall remain within the State of California unless the District authorizes travel outside the State.
- 11.7.5 A unit member absent under this Section shall provide the District with one or more contact numbers (e.g. telephone, cell phone and/or pager) where the unit member, during District business hours, can be reached or where a message can be left which the unit member will return within the same day.
- 11.7.6 Nothing in Section 11.7 shall be construed to limit the length of an eligible employee's industrial disability leave otherwise required by applicable law.
- 11.8 **Bereavement Leave:** Each unit member employed in the public safety unit shall be granted a necessary leave of absence, not to exceed three (3) days or five (5) days if out-of-state or more than 300 miles if travel is required, on account of the death of any member of his/her immediate family. No deduction shall be made from the salary of such unit member, nor shall such leave be deducted from leave granted by other Sections of the Education Code or

provided by the Board of Trustees of the District.

11.8.1 Members of the "immediate family" include the husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, grandchild of either spouse, son-in-law, daughter-in-law, daughter, foster parent, step parent, step son, step daughter, foster son, foster daughter, brother-in-law, sister-in-law, or any relative living in the immediate household of the unit member.

11.8.2 One day bereavement leave shall be allowed for the death of a niece, nephew, aunt, or uncle of the unit member or unit member's spouse.

11.8.3 Acceptable documentation of the death which qualified the unit member for leave under this Section may be required by the District.

11.9 Personal Necessity: A unit member may elect to use a maximum of six (6) days of sick leave which has been earned pursuant to Education Code Section 45191 in cases of personal necessities which fall in the following categories:

- (a) Bereavement leave which may be necessary beyond that authorized in Section 11.7 of this Article and law.
- (b) Accident involving his/her person or property or the person or property of a member of his/her immediate family as described in this Article.
- (c) Appearance in a court or before an administrative tribunal as litigant, party or witness under subpoena or lawful court order, and for which no other leave is provided for in this Article.
- (d) Imminent danger to the home of the unit member occasioned by a factor such as flood or fire, that is serious in nature and that requires the absence of the unit member during his/her working day.
- (e) Serious illness in the immediate family or the unit member requiring special attention until other appropriate arrangements have been made.

- (f) Any significant event personal to the unit member for which paid leave of absence is not authorized under circumstances which the unit member cannot reasonably be expected to disregard and which requires the immediate attention of the unit member during his/her assigned hours of service. Unit members will be required to submit adequate proof that an emergency did exist. Should the District rule that the data submitted does not constitute an emergency, the unit member may appeal to the chief administrator of Classified Personnel Services. The administrator shall hear the evidence and render a decision.

11.9.1 "Immediate family" as used in this Section shall have the same meaning as provided in the Bereavement Section of this Article.

11.10 Jury Duty and Witness Leave: Leave of absence for jury service shall be granted to any unit member who has been officially summoned to jury duty in a local, state or federal court. Leave shall be granted for the period of the jury service. The unit member shall receive full pay while on leave provided that the jury service fee for such leave is assigned to the District and the subpoena or court certification is filed in the District. Request for jury service leave should be made by presenting the official court summons to jury service to the department head within three (3) workdays of receipt of summons.

11.10.1 Leave of absence to serve as a witness in a court case shall be granted a unit member when he/she has been served a subpoena to appear as a witness, and the unit member is not a litigant in the case. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or the authorized officer of the court. Except as provided in Article 11, Section 11.8(c), this leave shall be without pay. Request for leave of absence to serve as a witness should be made by presenting the official court subpoena to the department head.

11.10.2 The jury service fee and witness fee referred to do not include reimbursement for

transportation expenses.

- 11.10.3 A unit member who has received a leave of absence under Section shall make himself/herself available for work during hours when his/her presence is not required in court. Any day during which any unit member in the bargaining unit whose regular assigned shift commences at 12:00 noon or after, and who is required to serve six (6) hours or more of that day on jury duty, shall be relieved from work with pay.
- 11.10.4 A leave of absence without pay may be granted to a classified unit member who is officially called for jury duty. If the jury duty is served, he/she may keep all juror fees and mileage. However, a unit member may choose to serve during his/her off-duty or vacation days.
- 11.11 Absence for Examination: Every unit member in the public safety unit shall be permitted to be absent from his/her duties during the working hours in order to take any examination of promotion in the District without deduction of pay or other penalty, provided that he/she gives two (2) days notice to his/her immediate supervisor.
- 11.12 Military Leave: Military leave of absence shall be granted and compensated in accordance with Military and Veterans Code Sections 389 and 395, et seq.
- 11.13 Leave of Absence Without Pay: Leave of absence without pay may be granted to a permanent unit member upon written request of the unit member and the approval of the Board of Trustees, subject to the following restrictions:
- (a) Leaves of absence without pay may be granted for any period not exceeding one (1) year, except that leave of absence for military service shall be granted as provided by the Education Code and the Military and Veterans Code. Leaves of absence for service in the Peace Corps, or the Red Cross or merchant marine during time of national emergency, may be granted for a period not to exceed twenty-four (24) months.

- (b) The granting of a leave of absence without pay gives the unit member the right to return to a vacant position or to a comparable level position within his/her class at the expiration of his/her leave of absence, provided that he/she is physically and legally capable of performing the duties of the position.
- 11.13.1 The Board of Trustees may, for good cause, cancel any leave of absence by giving the absent unit member due notification. Such notification shall be by certified mail.
- 11.13.2 A unit member may make a written request to the Board of Trustees to return to work prior to the expiration date of the leave. The Board of Trustees may approve or reject the request.
- 11.13.3 Failure to report for duty within five (5) working days after a leave has been cancelled or expires shall be considered "abandonment of position" and the unit member may be terminated by the Board of Trustees. This provision is not applicable to military leave. Nothing in this Section shall be construed to deny any unit member the right to appeal disciplinary action.
- 11.13.4 If a unit member cannot be placed in a vacant position in his/her class upon return from leave of absence, he/she shall have bumping and reemployment rights, in accordance with his/her seniority, in the same manner as if he/she had been laid off for lack of work or lack of funds on the date his/her leave expires.
- 11.14 Leave taken by a unit member because of medical disability connected with or resulting from her pregnancy shall be charged to her available sick leave. Extended illness leave shall be available for pregnancy related medical disability under the conditions set forth in this Article.
 - 11.14.1 If a unit member notified the Classified Personnel Department of his/her desire to return to active employment after a leave which has been charged entirely to sick leave in accordance with the provisions of this Section, the unit member shall be assigned to the same position which she held at the time the leave commenced.

Upon her return, the unit member shall be afforded the same rights as other classified employees who have been on sick leave and who return to active employment.

11.15 Parental Leave: A parental leave of absence without pay, not to exceed one (1) year, may be granted to a unit member for the purpose of childbearing and/or childrearing under the conditions set forth below.

11.15.1 A unit member who is pregnant shall be entitled upon request to a leave to begin at any time between the commencement of her pregnancy and one (1) year after a child is born to her. The unit member shall notify the Classified Personnel Department in writing of her desire to take such leave, except in case of emergency, and shall give such notice at least thirty (30) days (calendar month) prior to the date on which her leave is to begin. She shall include with such notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable. A unit member who is pregnant may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform all her required duties as she is deemed physically able to perform by her attending physician.

11.15.2 Upon proof of the spouse's pregnancy, or of the birth of his child, a male unit member shall be entitled, upon request, to a parental leave of absence to begin at any time between the expected birth of a child whom he had fathered and one (1) year thereafter.

11.15.3 A unit member adopting an infant (i.e., one (1) year of age or less) shall be entitled upon request to a leave to commence any time during the first year after receiving de facto custody of the infant child or prior to receiving such custody if necessary or in order to fulfill the requirements of adoption.

11.15.4 If a unit member notifies the Classified Personnel Department of his/her desire to

return to active employment within sixty (60) days (two calendar months) after the termination of her pregnancy for any reason, or the acquisition of de facto-custody of an infant child by the unit member, the unit member may, within seven (7) days after receipt of the notice, be assigned to the same position which she or he held at the time the leave commenced.

11.15.5 Substitute Employment - A unit member on a parental leave of absence shall not be denied the opportunity to substitute in District schools by reason of the fact that he/she is on parental or maternity leave of absence.

11.16 Leave to Serve in an Exempt, Temporary, or Limited-Term Position: Any permanent unit member who accepts an assignment within the District to an exempt, temporary, or limited-term position shall, during such assignments, be considered for status purposes as serving in his/her, regular position, and such assignment shall not be considered separation from service.

11.16.1 The unit member may, with the approval of the appointing authority, voluntarily return to his/her position or a position in the class of his/her permanent status prior to the completion of service in the exempt, temporary or limited-term position. Failure to complete the required service in the exempt, temporary or limited-term position, unless approved as specified herein, will constitute abandonment of position and may be constitute grounds for dismissal or other-disciplinary action by the appointing authority.

11.17 Leave of Absence for Study: Every regular unit member who has completed seven (7) consecutive years of service in regular status within the District shall be eligible to apply for a study leave. The granting of a study leave shall be entirely discretionary with the appointing authority. When a study leave has been authorized and taken, an additional seven (7) consecutive years of service, after return to duty from the last leave must be completed, before another study leave may be granted.

- 11.17.1 Study leave can be for any period of time not to exceed one (1) year and must be taken in any time increments as approved by the Board of Trustees, but must be completed within three (3) years after the initial part of the leave was commenced. If the leave is not continuous, the service performed between the leave intervals shall, be credited toward future study-leave eligibility.
- 11.17.2 Any leave granted and taken under this Section shall not constitute a break in service for any purpose, but the leave time shall not count toward eligibility for a future study leave.
- 11.17.3 The unit member must file an application with the Board of Trustees for a leave of absence under this Section and must outline:
- (a) His/her work history with the District (e.g., positions held and length of service in each).
 - (b) Length of leave requested and time period in which the leave will be completed, if granted.
 - (c) The purpose for which the leave is requested. The application must include the complete course of study to be pursued, institution giving the course, costs involved, degree or credits to be granted, and other pertinent data.
 - (d) Amount of compensation requested while on leave.
 - (e) Service, if any, to be performed by the unit member for the District during the leave.
 - (f) The benefits to be derived by the District by the granting of the leave.
 - (g) Willingness by the unit member to provide a bond to the District indemnifying the District against loss in the event the employee fails to render the agreed upon service upon return from the leave.
 - (h) Agreement by the unit member that he/she will serve the District for

at least two (2) years after termination of the leave.

- (i) Willingness to provide the District evidence of satisfactory study progress at agreed intervals during the leave. Failure to provide such evidence or to make satisfactory progress may, at the option of the District, result in immediate cancellation of the leave.
- (j) Agreement by the unit member that he/she will report any employment during the leave to the Classified Personnel Department, who shall determine whether conflict exists with the purpose of the leave.

11.17.4 If a leave is granted under this Section, the unit member will, be paid, at a minimum, the difference between what his/her salary or wage would have been had he/she not been on leave and the salary paid the substitute employee. In lieu of the minimum, the Board and unit member may agree, in writing, to greater compensation. If the Board approves compensation greater than the minimum, it shall be not less than one-half of the unit member's normal rate of compensation and not more than full compensation.

11.17.5 Compensation shall be paid as follows:

- (a) If the unit member does not provide a bond as determined by the District or provide a written agreement indicating that he/she will serve at least two (2) years with the District upon return from leave, the agreed-to-compensation shall be paid in two (2) equal annual installments during the first two (2) years of service to the District following return to duty after termination of the leave. -48-
- (b) If the unit member provides the required bond or submits a written agreement, approved by the Board of Trustees in the same manner

as required in Education Code Section 44969, the unit member shall be paid the agreed-to-compensation in the same manner as if he/she were in active service with the District. If the unit member fails to complete two (2) years of service for the District following return from leave, except as provided below, he/she may be required to refund to the District a pro rata portion of any compensation received while on leave.

- (c) If a unit member has provided a bond or written agreement and fails to complete the required two (2) years of service because his/her death or physical or mental disability, the bond or conditions of the Agreement shall be exonerated in the same manner as if the required service has been performed.

11.18 Leave of Absence for Retraining: In the event that the Board of Trustees contemplates the abolition of unit positions in the classified service and the creation of new positions because of automation, technological improvements, or for any other reason, the District shall provide for retraining of displaced unit members in accordance with this Article.

11.17.1 To be eligible for retraining leave, a unit member must:

- (a) Have served at least three (3) years in the District.
- (b) Be serving in a position which the District contemplates abolishing, or show that the retraining will clearly benefit the District.
- (c) Indicate a willingness to serve the District at least two (2) years after successful completion of the retraining program.

11.18.2 The Board of Trustees shall prescribe the retraining program and may provide the program internally or designate the institution or place where the program is to be given.

11.18.3 The unit member shall be considered a permanent unit member for all purposes

during the period of the retraining program and shall receive his/her normal compensation and benefits. The Board of Trustees may prescribe duties, if any, to be performed by the unit member on behalf of the District during retraining leave.

11.18.4 The Board of Trustees shall provide for reasonable expenses necessary for the prescribed retraining, but may recover costs from the unit member if he/she fails to complete the prescribed retraining program.

11.18.5 The Board of Trustees shall establish retraining programs for purposes other than outlined in this Article and grant leaves of absence for retraining in the same manner as for study leaves of absence, except that the three-year service requirement shall not be waived. Approval for such leave shall be discretionary with the Board of Trustees.

11.19 Transfer of Sick Leave from Another District: Any district classified employee who had been an employee of another school district for a period of one calendar year or more and whose employment is terminated with the other district for reasons other than action initiated by the employer for cause, and who subsequently accepted District employment, shall, upon completion of his/her probationary period, be credited with all of the earned, but unused sick leave to which he/she is entitled under Education Code Section 45191.

ARTICLE XII

WAGES AND SALARY

- 12.1 Initial Placement: All new unit members shall be appointed at the hiring rate for the class approved by the District. The hiring rate shall be the first step of the schedule except for classes where District recruitment efforts have indicated difficulty in recruiting at that step. In such cases, an accelerated hiring rate may be set at the discretion of the Board of Trustees, at any step of the schedule of the class.
- 12.2 Step Advancement: Unit members placed on step 1 of a range will advance to step 2 on the first day of the pay period (month) following completion of six (6) months of service in the class. Each succeeding step will be attained one (1) year from the preceding step. New unit members placed above step one (1) of any salary range will advance on one (1) year intervals until maximum step has been reached.
- 12.2.1 For the purpose of this Article, when the first day of service falls between the first and fifteenth of the month, the appointment shall be considered as effective the first day. Later appointments shall be considered at the beginning of the next month.
- 12.2.2 A permanent unit member who is serving temporarily in a provisional assignment shall have his/her increment date processed in the normal manner. The actual movement on the higher salary step, however, shall not take effect until the individual returns to his/her regular permanent position.
- 12.3 Longevity Award: Full-time unit members who have completed at least ten (10) years of service granted a longevity award of \$25.00 per month. Those who have completed at least fifteen (15) years of service will be granted \$40.00 per month. Those who have completed at least twenty (20) years of service will be granted \$55.00 per month. Those who have completed at least twenty-five (25) years of service will be granted \$70.00 per month
- 12.3.1 The longevity award shall be prorated for part-time unit members in accordance with

the formula used to compute the District contribution to health and welfare premiums for part-time unit members.

12. 4 Placement After Leave of Absence: Upon return from an unpaid leave of absence, a unit member shall be placed on the same step of the range for the class which he/she had achieved prior to the leave, regardless of changes in rate or range application to the class.

12.4.1 Credit for step advancement shall accrue during leave of absence for military service or the service in limited term assignments in the District and during any paid absence, industrial accident, and industrial illness leave.

12.4.2 Except as provided in Section 12.4.1, when a unit member is restored, after leave of absence, to his/her previous salary step, he/she shall receive credit for step advancement for service prior to the leave. His/her anniversary date shall be adjusted in order that he/she shall be granted step advancement after having completed the amount of service required.

12. 5 Changes in Assigned Time - Fringe Benefits of Part-time Classified Employees: A classified employee who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive days or more, shall have his/her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis as specified in Section 45136 of the Education Code.

12.5.1 If a part-time employee's average paid time, overtime for which the employee receives compensation at a rate at least equal to time and one-half, exceeds his/her average assigned time by 50 minutes or more per working day in any quarter, the hours paid per day for compensable leaves of absence and holidays in the succeeding quarter shall be equivalent to the average hours paid per working day in the preceding quarter, excluding overtime.

12.5.2 Except where vacation entitlement is accrued on the basis of actual hours of paid regular service, vacation entitlement shall be based on the average

number of hours worked per working day during the portion of the school year in which the employee is assigned to duty.

- 12.5.3 This Section should be liberally construed in order that the provisions of Education Code Section 45136 may not be circumvented by requiring employees to work in excess of the regularly fixed hours for a position on an overtime basis but for which premium pay is not provided nor appropriate adjustment made in fringe benefit entitlement.
- 12.6 Frequency: All monthly unit members shall be paid twice per month payable on the tenth and twenty-fifth of the month. All hourly unit members shall be paid once per month payable on the tenth of the month. If the normal pay date falls on a holiday, Saturday or Sunday, the pay warrant shall be issued on the preceding workday unless circumstances beyond the control of the District precludes payment on these dates.
 - 12.6.1 The District shall make every reasonable effort to assure that pay warrants are promptly delivered in accordance with District procedure.
- 12.7 Pay Warrant Error: Any error resulting in insufficient payment of a unit member shall be corrected, and a supplemental warrant ordered within five (5) work days after receipt of necessary documentation in the Payroll Department.
 - 12.7.1 Any deduction from a pay warrant due a unit member as a result of overpayment due to district error shall be handled in accordance with the following procedure:
 - (1) the District shall notify the unit member prior to his/her pay day of any deduction to be made as a result of overpayment, (2) in the case of overpayment due to incorrect status notices, improper deductions regarding absence, leaves, etc., the District shall hold a conference during which the method and terms of repayment shall be discussed with the unit member, (3) the unit member shall have the same amount of time for repayment as the amount of time for the overpayment provided there is no legal action pending or proof of an attempt to

defraud the District.

12.8 Special Payment: Any payroll adjustment due to a unit member as a result of a status change (e.g., out-of-class assignment or re-computation of hours), shall be submitted to the County within three (3) working days after receipt in the Payroll Department of necessary documentation approved by the Board of Trustees. Normally, the pay warrant will be issued by the District within five (5), days after the order is presented to the County.

12.9 Lost Warrants: If a unit member's pay warrant is lost after receipt by the District or if the unit member fails to receive a pay warrant through no fault of his/her own, the District may, at its discretion, provide the unit member 80% of the next pay due within two (2) hours of notification, and also subject to the availability of funds in the revolving cash account.

12.9.1 Prior to issuing a replacement warrant whenever a pay warrant is lost after receipt by the unit member or is not delivered within five (5) days of mailing, if the unit member requested it to be mailed, the District shall order a replacement warrant from the County in accordance with the following procedure: (1) The District shall wait seven (7) days from the pay date to contact the County to request an affidavit for the unit member's signature, (2) upon receipt of the affidavit in the District, the unit member will be requested to execute it, certifying that the lost or undelivered pay warrant has not been negotiated to the benefit of the unit member, and (3) within one (1) work day of execution of the affidavit, the District will order a replacement warrant for the lost or undelivered warrant.

12.10 Mileage: Any unit member required to use his/her vehicle on District business shall be reimbursed at the current rate provided by District policy, payable' in a separate warrant.

12.10.1 Prior written approval shall be obtained from the immediate supervisor or his/her designee for the use of personal vehicles in the line of duty. The unit member must provide all necessary information identifying the vehicle to be used, insurance coverage including limits of coverage, the insurance carrier,

and the condition of the vehicle. A copy of the District policy governing use of personal vehicles in the course of employment is incorporated by reference and attached hereto as Appendix C.

12.11 Meals and Lodging: Any unit member who must have meals and overnight lodging away from home as a result of a work assignment, shall be reimbursed in accordance with the District's Conference Attendance policies.

12.12 The provisions of this Section are expressly excluded from the grievance procedure set forth in Article VI of this Agreement.

12.13 Compensation for Unit Member Working Out-of-Classification: It is the intent of this Section to permit the working of unit members temporarily outside their normal duties, but to require that same additional compensation be provided during the temporary assignment.

12.13.1 Working out of classification shall be defined as performing duties which are substantially different from those fixed and prescribed for the unit member's regular position by the Board of Trustees. This would include duties performed in a higher classification.

12.13.2 A unit member may be required to perform duties inconsistent with those assigned to the position by the Board of Trustees for a period of more than five (5) working days within a fifteen (15) day calendar period provided that his/her salary is adjusted upward for the entire period he/she is required to work out-of-classification. The unit member will receive a minimum of one step differential for the period worked out-of-classification or the first step in the salary range of the position he/she is temporarily filling, whichever is the greater amount.

12.14 Compensation: The District shall provide a three (3%) on-schedule salary increase to the School Police Officers' Salary Schedule retroactive to July 1, 2007. Effective July 1, 2008, the POST stipend of 373 per month shall be added to the base pay for all unit members on the current POA salary schedule.

12.15 Shift Differential: Shift differential shall be in compliance with Personnel Commission rules 70.200.6.

12.15.1 Differential Pay (Education Code, Sections 45181 and 45185)

- (a.) All positions, the regularly assigned time of which requires the incumbents to work one-half time or more between the hours of 5:00 p.m. and 12:00 midnight, shall be paid at monthly rates one step higher or at least five (5%) percent higher whichever is greater than the rates or rate for employees in that class working between the hours of 8:00 a.m. and 5:00 p.m. If the regularly assigned time requires the incumbent to work one-half time or more between the hours of 12:00 midnight and 8:00 a.m., the employee shall be paid at monthly rates two steps higher or at least ten (10) percent higher whichever is greater than the rates or rate for day shift employees in that class. If such shifts normally occur less frequently than five days per week, such higher rates shall be paid only if more than one-half the workweek is on the night shift.
- (b.) Employees assigned to a night shift on a continuous basis who are ordered to temporary day shift work for periods not to exceed 20 working days each shall suffer no reduction in compensation by reason of the change. On the 21st working day, the employee shall revert to the day shift rate.

ARTICLE XIII

HEALTH AND WELFARE BENEFITS

13.1 The District shall increase its contribution to the current cafeteria plan for each bargaining unit member by \$200 per month effective May 1, 2007 making its total contribution \$650 per month per unit member.

13.1.1 All POA unit members shall be allowed to move into the District-provided Health Benefit Plan in October 2008. Any unit member who enrolls in a District-provided Health Benefit Plan shall no longer receive any money under the cafeteria Plan. By the end of open enrollment period in October 2010, the Cafeteria Plan shall cease and all unit members shall have the option of deciding whether or not to enroll in a District-provided Health Benefit Plan.

13.1.2 all POA unit members who enroll in a District-provided Health Benefit Plan shall also be included in the current Dental and Vision insurance coverage available to other District employees effective October 2008.

13.2 Unit members who are scheduled by status notice to work less than full-time shall be paid in accordance with the schedule:

MINIMUM HOURS	BUT LESS THAN	AMOUNT
4	6	\$137.50
6	8	\$206.25

13.3 District shall give retirees the right to participate in group insurance plans on a voluntary basis after retirement by paying premiums to the District if the carriers are willing to participate in such an arrangement.

13.4 Safety Retirement: Pending approval by the Board of Trustees of the Compton Unified School District, the implementation of a safety retirement program shall be initiated for unit members.

13.5 The District and POA agree that a 3% at age 50 retirement plan shall be implemented by CalPERS as soon as practicable after the contract between the district and CalPERS is amended, but in no event later than January 30, 2009. The increased cost of the plan (after

reimbursement from the State, if any) shall be funded entirely by unit member contributions. Unit members eligible for this plan shall be determined by CalPERS. This agreement shall only take effect and continue to be implemented so long as the plan is implemented at no increased cost to the District. In the event there are any costs imposed by Cal PERS to the District, the District shall collect the equivalent of any additional costs directly from unit members as determined by the District in its sole discretion. If applicable provisions of Education Code section 42238.12 are repealed or amended, at POA's request, the District will enter into negotiations with POA regarding the funding of the plan. Nevertheless, during such negotiations the District shall not assume any portion of the costs of implementing the plan

ARTICLE XIV

HOLIDAYS

14.1 Eligibility for Holiday Pay: All unit members will be entitled to payment for authorized holidays, provided that they were in a paid status during any portion of the working day immediately preceding or succeeding the holiday. 14.1.1 Holidays shall include:

Independence Day

Admission Day

Labor Day

Veterans Day

Thanksgiving Day

Thanksgiving Holiday

Christmas Eve

Christmas Day

New Year's Eve

New Year's Day

Martin Luther King Day

Lincoln Day

Washington Day

Good Friday

Cesar Chavez

Memorial Day

14.1.2 Whenever any of the approved holidays fall on a Sunday, the following Monday shall be deemed to be the Holiday.

- 14.1.3 Whenever any of the approved holidays fall on a Saturday, the preceding Friday shall be deemed to be the holiday.
- 14.1.4 The holidays listed in "14.1.1" are guaranteed holidays for all unit members who establish eligibility for same under "14.1" above, except for unit members serving in positions that are exempt for guaranteed holidays, as provided in Article VIII, Section 8.5 (HOURS OF WORK AND OVERTIME).
- 14.1.5 Pay for a holiday shall be the amount the full-time unit member would have received had the day not been a holiday.
- 14.1.6 Holiday pay for part-time unit members shall be computed as provided in Section 45136 of the Education Code.
- 14.1.7 When a regular unit member is required to work on any holiday designated by the Board of Trustees, he/she shall be paid compensation for such work at the rate specified in Article VIII, Section 8.4 (HOURS OF WORK AND OVERTIME) in addition to the regular pay received for the holiday.
- 14.2 School Holidays: Regular unit members who are not normally assigned to duty during the school holidays of December 25 and January 1 shall be paid for those holidays, provided that they are in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.
- 14.3 Exchange of Holidays by Board Action: The Board of Trustees may, prior to July 1 of any year, in accordance with law, designate that District schools will be maintained on days which would otherwise be specified holidays, and that unit members are required to work on any or all of these holidays: Veterans' Day, Lincoln's Birthday, Washington's Birthday, and/or Memorial Day.
- 14.3.1 If the Board lawfully takes such an action, it shall designate another day, during the same school year, as a holiday for unit members in lieu of the regular, normal holiday.

14.3.2 The day specified as the "in lieu" holiday shall be a day when all unit members who could normally have established eligibility for the regular holiday will also be able to establish eligibility for the "in lieu" holiday. The day designated as an "in lieu" holiday shall provide unit members with at least a three-day weekend.

14.3.3 If the Board fails to comply with Section 14.3.2 above, unit members who will not normally be able to establish eligibility for the "in lieu" holiday, and who are required to work on the regular holiday shall be paid, in addition to the normal pay for the holiday, at the rate of time and one-half for time required to be worked.

14.4 Miscellaneous - Additional Holidays: Every day declared by the Preside or by the Governor of this State as a public fast, Thanksgiving, or holiday (except a special or limited holiday) or declared a holiday by the Board of Trustees under Section 37220 or Section 37221 of the Education Code shall be a paid holiday for unit members.

14.5 Pupil Excused Day: Notwithstanding the adoption of separate work schedules for the certificated and the classified services, on any school day during which pupils would otherwise have been in attendance. but are not and for which certificated personnel receive regular pay, unit members shall also receive regular pay whether or not they are required to report for duty that day.

14.6 Negotiations of Designated Holidays: During the month of April, each year during the term of this Agreement, CUSDPOA and the District agree to negotiate the designation of the December 24th and 31st holidays, as an adjunct to the Board of Trustee's development of the school calendar.

ARTICLE XV

VACATION

15.1 Eligibility: Each actively employed unit member shall earn vacation credit at the applicable rate prescribed in Section 15.2 below. Vacation credit shall also be earned during any paid leave of absence. A unit member may not use earned vacation credit prior to completion of the probationary period.

15.2 Earned Rate: Unit members who are employed for a period of twelve (12) months or a minimum of 245 days in paid status, shall earn vacation in the manner set forth below:

1 – 2 years	1 day per month, 12 days per year
3 – 10 years	1 ¼ days per month, 15 days per year
11 – 14 years	1 ½ days per month, 18 days per year
15 – 19 years	1 ¾ days per month, 21 days per year
20 years of service and over	2 days per month, 24 days per year

15.3 Accumulation and Carry-Over: A unit member shall only accumulate vacation time for a period of two (2) years. Thereafter, accumulated vacation shall be forfeited, unless the condition in 15.3.1 and 15.3.2 exist. The end of the fiscal year will be the deadline in determining the cutoff period.

15.3.1 Emergencies as determined by the Superintendent or his designated representative may be cause for carrying vacation time beyond the two (2) year period.

15.3.2 When a unit member has accumulated the maximum allowable vacation credit and when a critical emergency prevents his/her being off duty, the nature and duration of the emergency shall be reported to the Board of Trustees. The Board of Trustees' shall authorize payment in lieu of vacation earned above the maximum or shall permit the accumulation of excess vacation credit for the duration of the emergency.

15.4 Vacation Scheduling: Vacation schedules shall be prepared by the administration. Efforts

shall be made to enable vacation to be taken at times convenient to the unit member, consistent with the needs of the service and the workload of the department. Vacation may be taken in units of not less than one-half day (four (4) hours) and shall not be taken without the prior approval of the immediate supervisor.

15.5 Vacation Pay Rate: In computing pay for vacation, applicable salary differentials shall be included and vacations shall be paid at the base salary rate in effect at the time the vacation is taken.

15.6 Vacation Pay Upon Termination: Upon separation from the service, a unit member shall be paid in a lump sum for his/her remaining accumulated vacation credit at the rate of pay applicable to his/her last regular assignment.

15.7 Interrupted Vacation: Vacations may be interrupted or terminated in order to begin illness leave, bereavement leave, jury duty, or military leave.

15.7.1 If an employee's vacation is scheduled during a period when he/she is on leave due to illness, industrial injury/ illness, subpoena, bereavement, military leave or jury duty, he/she may request that his/her vacation date be changed.

15.8 Vacation Accumulation Notification: The District shall inform each unit member on an annual basis of the number of vacation days or hour in his/her vacation account.

ARTICLE XVI

REIMBURSEMENT FOR LOSS, DESTRUCTION OR DAMAGE OF PERSONAL PROPERTY

- 16.1 Personal Property Damaged in the Line of Duty (Excluding Vehicles): Under the General Provisions set forth in this Section, the District may, at its discretion, pay the cost of replacing or repairing property of unit members such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the unit member when any such property is damaged in the line of duty without the fault of the unit member or if such property is stolen from the unit member by robbery or theft while the unit member is in the line of duty.
- 16.2 Personal Vehicles Authorized for Use in the Line of Duty: Under the General Provisions set forth in this Section, and in accordance with the additional requirements specified in this subsection, the District may, at its discretion, reimburse a unit member for the loss, damage, or destruction of personal vehicles authorized for use in the line of duty. Prior approval shall be obtained from the school administrator or designee for use of personal vehicles in the line of duty. Such approval shall identify the vehicle to be used, specify the nature and limits of insurance coverage and the name of the insurance carriers, and describe the condition of the vehicle. The form identified as Appendix D shall be used for this purpose.
- 16.3 General Provisions Applicable to Paragraphs 16.1 and 16.2: The District may, at its discretion, reimburse a unit member for loss, destruction, or damage to a unit member's personal property as follows:
- 16.3.1 Any claim made pursuant to this Article must be received in the Office of Risk Management within fifteen (15) working days of the date of loss, destruction, or damage for which reimbursement is sought.
- 16.3.2 No payment shall be made for any item having a value of less than \$10 at the time of loss, destruction, or damage.
- 16.3.3 No payment shall be made for repairs costing less than \$10.
- 16.3.4 Reimbursement shall not exceed \$200.

- 16.3.5 In the event the unit member is paid the cost of replacing or repairing any such property, or the actual value of such property, the District shall, to the extent of such payments, be subrogated to any right of the unit member to recover compensation for such damaged or stolen property.
- 16.3.6 No reimbursement shall be made for mysterious disappearance, accidental damage or any other loss suffered because of lack of supervision by the owner.
- 16.3.7 The property covered by this Article shall not remain in the District over a weekend, on holidays or during vacation periods without the prior written approval of the unit member's immediate supervisor.

ARTICLE XVII

SAFETY PROVISIONS AND UNIFORMS

- 17.1 CUSDPOA agrees to encourage unit members to be safety conscious in the performance of duties and to promptly report alleged unsafe conditions to their supervisor or to their Department Safety Committee Representative at the departmental level.
- 17.2 A department accident prevention program, including safety training, inspection, accident and hazard reporting, shall be administered in compliance with federal, state and local Safety Orders. Subject to District financial constrictions and priorities, repairs, purchases and/or modification of facilities, equipment, records and practices shall be made promptly to meet requirements of the federal, state and local Safety Orders and to reduce or eliminate hazardous conditions.
- 17.3 Consistent with this policy, the Public Safety Department Head and school principal shall be responsible for the implementation and operation of all necessary procedures designed to attain and maintain safe and healthful working conditions.
- 17.4 The Department shall establish a department safety committee consisting of the Chief of Public Safety or his/her designee, three (3) members appointed by the Chief and three (3) members selected by the Association.
- 17.5 Unit members serving on the Department Safety Committee shall be allowed reasonable release time to carry out their duties as members of the Committee.
- 17.6 No unit member shall be unlawfully discriminated against for reporting any condition believed to violate the requirements of the federal, state and local Safety Orders.
- 17.7 Safety Equipment and Complaint: The District agrees to furnish personal protective equipment or gear necessary to ensure the safety of the unit member or others or to reimburse the unit member for procuring the District approved equipment or gear. Unit members agree to abide by district rules regarding the wearing or use of such equipment. Noncompliance shall be cause for disciplinary action. Any disputes arising out of this section may be forwarded to the Department Safety Committee for recommended resolution. If not

resolved it shall be referred to the superintendent or designee for resolution.

17.8 Uniforms: The District shall pay the full cost of the purchase, lease, or rental of equipment, identification badges, emblems and cards required by the District to be worn or used by bargaining unit members. Unit members required to wear uniforms shall be supplied uniforms by the District. Initially the District shall furnish two (2) pairs of trousers and three (3) shirts. One new shirt and one pair of pants shall be issued annually to each unit member. Each unit member is required to wear a clean pressed uniform each day. The District shall provide an allowance to ensure the proper maintenance of each uniform. Employees issued district uniforms shall be responsible for any damage to the uniforms caused by misuse or loss. All wear or damage caused to District-issued uniforms in the performance of an employee's job duties shall be repaired or replaced by the District. Such items provided by the District shall be returned to the District upon separation from the service or termination of the unit member's assignment.

17.9 Uniform Maintenance Allowance: Unit members shall receive the following uniform maintenance allowance to be paid quarterly over a twelve (12) month period:

Public Safety officers	\$900.00 annually
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17.10 Complaints regarding alleged violations of this Article may not be pursued beyond intra-District level of the Grievance Procedure. Nothing contained in this Article shall preclude a unit member from pursuing legal remedies available under state and federal laws to redress alleged safety violations.

ARTICLE XVIII

TRAINING

- 18.1 In-Service Training Program: The District shall provide a program of in-service training for employees in the bargaining unit designed to maintain a high standard of performance and to increase the skills of employees in the bargaining unit.
- 18.2 In-Service Training Time: In-service training shall take place during regular working hours at no loss of pay or benefits to employees..
- 18.2.1 If training is approved outside of the District working hours for an employee, the District shall pay for said training.
- 18.2.2 Unit members required to participate in training programs beyond the work day shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay.
- 18.2.3 Reimbursement for Tuition: The District shall reimburse employees for the tuition costs of any and all training programs required by the District upon prior approval.
- 18.3 Peace Officer Standards and Training (P.O.S.T.): The District shall provide P.O.S.T. approved training to all unit members as required beyond 832 Penal Code.
- 18.4 An Ad hoc Committee will be formed as needed to assist in planning a training program. Unit member participants shall be selected by the Executive Board of CUSDPOA.
- 18.5 The parties will reopen this section for negotiations to implement Penal Code Section 832.2 after January 1, 1991 or at such time as the Commission on Peace Officer Standards and Training develops and approves the course of training.

ARTICLE XIX

DRUG AND ALCOHOL TESTING

19. 1 USE/SALE OF DRUGS AND ALCOHOL: The parties do not and will not condone the use during working hours of sale or possession of any controlled substances including, but not limited to alcohol, amphetamines, barbiturates, benzodiazepines, depressants, heroin, LSD, cannabinoids, cocaine, methadone, methaqualone, phencyclidine, propoxyphene, opiates and designer drugs.
19. 2 UNDER THE INFLUENCE/USE/SALE: The presence in the system of, being under the influence-of, or the use or possession of controlled substances or alcohol by a unit member during work hours, or on District property, or at District functions, at any time, shall be grounds for disciplinary action up to and including termination of a unit member. The sale of controlled substances or alcohol by a unit member while working on assignment, or on District property, or at district functions, at any time, is grounds for immediate termination. The possession of controlled substances or alcohol by a unit member while working on assignment, or on District property, or at District functions, at any time, is grounds for immediate termination. Unit members who are detained and subsequently convicted by local, state, or federal law enforcement officials for off-the-job drug and alcohol related activities may be considered in violation of this Article and subject to discipline up to and including termination. In deciding what action to take, the District will take into consideration the nature of the offense, extenuating or aggravating circumstances, if any, surrounding the conduct, the employee's job duties, employment record with the District, the likelihood of the recurrence of the conduct, and the impact of the conduct on the District's students, employees, and reputation.
19. 3 A unit member shall be disciplined for violation of any provision of this Article, in accordance with the rules and regulations set forth by the Board of Trustees and the Compton Unified School District Personnel Commission pursuant to Education Code Section 45200 et seq. Disciplinary action for violation of this Article is not subject to the Grievance Procedure in this Agreement.

19.4 DRUG AND ALCOHOL TESTING: This Article delineates the purposes and procedures to be utilized for the testing for the presence of drugs and alcohol in the system of unit members, and shall apply to unit member drug or alcohol use which may have an adverse effect on the unit member's employment, job performance, the health, safety and welfare of District pupils, employees and others, or which tend to injure the public service.

19.5 "Drug" means any substance including alcohol that has known mind or function-altering effects on the human subject, specifically including psychoactive substances, including, but not limited to, substances prohibited or controlled by the laws of the State of California and federal controlled substance laws.

19.6 UNIT MEMBER DRUG TESTING BASED ON REASONABLE SUSPICION: The District shall be required to summon a drug recognizing expert to evaluate the unit member and determine whether or not a drug/alcohol test should be conducted.

Reasons for testing may include, but shall not be limited to:

19.6.1 Accident investigations when there is reason to believe that drug or alcohol usage is a factor.

19.6.2 Unexplained absences from normal work sites when there is reason to suspect drug or alcohol related activity in violation of this Article.

19.6.3 When a unit member reports to work in a condition which may impair the unit member's job performance because of probable drug or alcohol use.

19.7 MANDATORY DRUG TESTING OF UNIT MEMBERS

The District shall order drug/alcohol test for unit members involved in the following:

- Accidents resulting in serious bodily injury or death
- The use of physical force, resulting in serious bodily injury or death.
- The discharge of a firearm in the performance of his/her duties.

19.8 For the purposes of this Article, "drug use" means the presence of any controlled substance specified herein, including alcohol, in the system of a unit member. "District property" shall

include all District real and personal property, whether owned, leased, or licensed, and any real or personal property in which the District has a property interest.

19.9 FREQUENCY OF DRUG TESTING:

19.9.1 Each unit member shall be required to be tested for drugs/alcohol, upon a reasonable suspicion as determined by the drug expert that he/she is under the influence of or impaired by drugs or alcohol with the exception of the provisions outlined in 19.7 of the Agreement.

19.10 CONSEQUENCES OF FAILURE TO SUBMIT TO DRUG TESTING: No body fluid or breath test will be conducted without the individual's written consent or direct order. Any unit member who refuses to submit to a body fluid or breath test or refuses to sign a written consent or direct order for such testing may be subject to disciplinary action up to and including termination on the grounds of insubordination or willful failure of good conduct tending to injure the public service.

19.11 TESTING PROCEDURES: The following procedures for conducting testing for drugs or alcohol shall apply when a unit member is required to submit to a drug or alcohol screen: (See Appendix (H) Confidentiality shall be maintained by the District and the testing agency in regards to the unit member's name and occupation.

19.11.1 The unit member shall be required to provide a urine sample or a blood sample, and, in the case of alcohol, chemical testing of his/her breath also may be required.

19.11.2 The collection procedures shall insure that a valid sample (specimen) is acquired, that the donor is properly identified, and that no tampering or mishandling of the specimen occurs from initial collection to final disposition.

19.11.3 The test samples shall only be analyzed by one of the following laboratories:

- a. A state public health laboratory.
- b. A state department of justice criminalistics laboratory.

- c. A laboratory which possesses a drug analysis license issued by the State Department of Health Services, and which submits to College of American Pathologist Proficiency Testing.
- 19.11.4 The District may test for any drugs (controlled substance) including alcohol. However, the drugs tested for shall include at least the following drugs: amphetamines and methamphetamines, cocaine, marijuana/cannabinoids (THS), opiates (narcotics), and phencyclidine (PCP). Nothing in this Article shall be construed to require the District to require a unit member to submit to drug or alcohol screening prior to initiating disciplinary action against a unit member for drug or alcohol use.
- 19.11.5 There shall be an initial screening test, and a confirmation test if the initial screening test is positive, except in the case of testing for alcohol.
- 19.11.6 The drug screening test shall be performed using either thin layer chromatography (TLC) or immunoassay (EMIT).
- 19.11.7 If the screening test result is negative, the test is concluded and the employee has passed the drug test.
- 19.11.8 If the drug screening test result is positive, the test result must be confirmed by utilizing the gas chromatography/ mass spectrometry (GC/MS) test. When EMIT testing is performed for marijuana/cannabinoids (THS), a level of 100 milligrams per milliliter (mg/ml) shall be deemed "positive" and GC/MC confirmatory testing shall be performed. Any level below 100 mg/ml shall be deemed "negative."
- 19.11.9 If the necessary confirmatory test result is negative, the test is concluded and the employee has passed the test. All specimens will be destroyed.
- 19.11.9.1 See Appendix (H1) Federal Register Part IV Department of Health and Human Services dated April 11, 1988.
- 19.11.10 If both the drug screening and confirmatory test results are positive, the

employee has failed the test.

19.11.11 The District will notify the employee of the results of any test that is positive for any substance included in the test procedure within five (5) working days.

19.11.12 In the case of a positive test result, the District shall provide the employee with an opportunity to explain the presence of the identified substance.

19.11.13 In the case of a positive body fluid test result, the employee shall have the right to request that his/her test specimen be retested at the employee's expense, provided that the request for a retest is made within five (5) days after the employee was notified of the positive test result. The specimen may be retested at any laboratory enumerated in this article which is authorized to conduct drug testing.

19.11.14 Positive body fluid test specimens and records of positive test results shall be retained by the testing laboratory for at least one year.

19.11.15 The results of any test for drugs or alcohol shall be confidential and shall be given only to the District and to the employee. The Superintendent authorized designee shall not reveal the results to anyone in the District who does not have a legitimate interest in the information. The results cannot be revealed to any other party without the approval of the employee.

19.12 CONSEQUENCES OF A POSITIVE TEST RESULT:

19.12.1 Any unit member who fails his/her drug or alcohol test shall be subject to immediate disciplinary action up to and including dismissal.

19.12.2 Any public safety officer who fails his or her drug or alcohol test shall be immediately suspended from his/ her duties.

19.12.3 The District may, at its discretion, in lieu of immediate disciplinary action, do any of the following:

- a. Require the unit member to agree to periodic drug and alcohol screening during the nine (9) months following the positive

screening result.

- b. Require the unit member to participate in a "drug or alcohol rehabilitation program," on such terms and conditions as the District may require.
- c. Place the unit member on a leave of absence, with or without pay, in accordance with District leave policies.

19.12.4 Factors which shall be considered by the District in determining the appropriateness of action other than disciplinary action shall include:

- 1. The welfare and needs of the pupils of the District
- 2. The unit member's employment history.
- 3. The availability of substitute employees.
- 4. The seriousness of the drug or alcohol problem.
- 5. The willingness of the unit member to participate in a drug or alcohol rehabilitation program.
- 6. The unit member's agreement to submit to further drug or alcohol testing.

19.12.5 Although rehabilitation of the unit member is desired, if the unit member fails a subsequent drug or alcohol test, (for the same substance) or fails to successfully complete a rehabilitation program or any other term or condition required of the unit member, the unit member will be subject to disciplinary action up to and including dismissal.

19.12.6 Before any unit member who tested positive can return to duty, the unit member shall be retested for drugs or alcohol and the test result must be negative.

19.13 USE OF PRESCRIPTION AND/OR OVER-THE-COUNTER DRUGS

19.13.1 The use of prescribed or over-the-counter drugs is not prohibited by this Article if all of the following conditions are met:

- a. The drug has been legally obtained and is being used for the purpose for which it was prescribed and manufactured.
- b. The drug is being used at the dosage prescribed or authorized.
- c. The use of the drug is not inconsistent with the safe and efficient performance of the unit member's duties.

19.13.2 Reporting Requirements:

- a. Any unit member who is using a prescribed or over-the counter drug and who has been informed., has reason to believe, or feels that the use of any. such drug may effect his/her ability to perform his/her job safely and/or efficiently, is required to report such drug to his/her supervisor, and to any testing agency prior to testing.
- b. Any supervisor who has been informed by a unit member or has reason to believe that any unit member is using a prescribed or over-the-counter drug that may effect the employee's ability to perform his/her duties safely and efficiently, shall report such information to the Director of Employer/Employee Relations who in turn shall consult with appropriate administrators, the treating medical practitioner or a physician designated by the hospital.
- c. In those circumstances where the use of a prescribed or over-the-counter drug is inconsistent with safe and efficient performance of duties, a unit member may be required to take sick leave, a leave of absence, or other action determined to be appropriate by the District.

19.14 DRUG/ALCOHOL LEAVE PROVISION

A unit member who voluntarily reports his/her drug/alcohol problem to the District shall be granted a leave not to exceed thirty (30) days for the purposes of participating in a rehabilitation program. The need for the leave must be verified by a licensed practitioner.

19.15 DRUG SCREEN DOCUMENTS

Unit members who pass the drug/alcohol test shall have all records and correspondences pertaining to this issue destroyed in the presence of the unit member. The records of unit members who fail the drug/alcohol test shall be maintained only in the Office of Employer/Employee Relations.

ARTICLE XX

ENTIRE AGREEMENT

20.0 Compton Unified School District Police Officers' Association (CUSDPOA) agrees that this Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment and, except as provided in Article XVIII Training, that during the term of the Agreement neither the District nor CUSDPOA will be required to meet and negotiate on any further matters affecting these or any other subjects or matters not specifically set forth in this Agreement, although such subjects or matters may not have been within the knowledge or contemplation of either or both the District or CUSDPOA at the time they met and negotiated on and executed this Agreement, or although such subjects or matters were proposed and later withdrawn. Nothing herein is intended to prevent the parties from meeting and negotiating during the term of this Agreement, pursuant to mutual consent.

ARTICLE XXI
TERM OF AGREEMENT

- 21.1 This Agreement shall remain in full force and effect up to and including September 15, 1991. If either party wishes to modify, amend, or terminate the Agreement, it must notify the other party, in writing, not later than March 15th of the year in which the Agreement expires.
- 21.2 New proposals shall be submitted with the written request. Within eight (8) weeks after the written request and submission of proposals of the party submitting first, the parties shall begin to meet and negotiate.

ARTICLE XXII
EFFECT OF AGREEMENT

22.0 The provisions of this Agreement shall prevail over District rules, policies and practices. To the extent permitted bylaw, this Agreement shall also prevail over state law. Rules, policies and practices not specifically written into this Agreement are not part of this Agreement.

RATIFICATION

This agreement is approved and ratified by the Board of Trustees of the Compton Unified School District and the Compton Unified School District Police Officers' Association on July 25, 2018.



COMPTON UNIFIED SCHOOL DISTRICT
Classified Salary Schedule 3
2008/2009

Effective Date: 7-01-07
 Board Approved 11-18-08
 3% Salary Increase

Range	Title/Job Class #	Payment	Step 1	Step 2	Step 3	Step 4	Step 5
14 7:30 a.m. - 4:00 p.m.	School Police Officer (255)	Monthly	\$ 3,472.00	\$ 3,645.00	\$ 3,826.00	\$ 4,019.00	\$ 4,219.00
	School Police Detective (654)	Hourly	\$ 20.08	\$ 21.08	\$ 22.08	\$ 23.19	\$ 24.34
	School Police Training Officer (669)						

PM Watch- 3:30 PM - 12:00M firghth
 5% stipend increase on base pay

AM Watch- 11:30 pm- 8:00 am
 10 % stipend increase on base pay

Represented by - School Police Officer Association - SPOA

LEAVE OF ABSENCE REQUEST
Compton Unified School District
PSLOA Form 160, Rev 6/02
TO THE BOARD OF TRUSTEES
70-70140

DATE _____

<input type="checkbox"/>	Initial Leave of Absence Request
<input type="checkbox"/>	Extension of a Leave of Absence

I wish to request a leave of absence from _____ to _____ for the following reason: (Check one)

- | | | |
|--|---|----------------------|
| A. Personal Illness and Injury Leave _____ | H. Sabbatical Leave (Certificated) _____ | N. Study Leave _____ |
| B. Illness Leave, Without Pay _____ | I. Leave Without Pay for Child Bearing/
Preparation or Child Bearing _____ | (Classified) |
| C. Bereavement Leave _____ | J. Personal Emergency/Necessity Leave _____ | |
| D. Leave for Pregnancy Disability _____ | (7 days for Classified Employees) | |
| E. Family Medical Leave _____ | (8 days for Certificated Employees) | |
| F. Personal Leave Without Pay _____ | K. Military Leave - (Attach copy of orders) _____ | |
| G. Jury/Witness Leave - _____
(Attach copy of Jury Summons) | L. Opportunity Leave (Certificated) _____ | |
| | M. Industrial Accident/Illness Leave _____ | |

Risk Management Use Only (Initial)	
For IA/Illness Leave:	
Approved	<input type="checkbox"/>
Pending	<input type="checkbox"/>
Denied	<input type="checkbox"/>

I understand that this request shall constitute a resignation to become effective at the expiration of the leave of absence if I fail to take the necessary steps to resume work or extend this leave of absence within five (5) days after the expiration of this leave.

If this request is for an **ILLNESS LEAVE OF ABSENCE**, treating physician must complete this section and/or attach medical statement to this form. (SEE NOTE BELOW)

_____ is under my professional care for treatment of the following illness:

Treatment and recuperation period should require approximately _____ days. May return to work on _____ (Date)

Physician's Name (typed or printed) _____	Physician's signature _____
Address _____	Medical License Number _____
Telephone Number _____	

* NOTE: For Absence Other Than Illness, Explain Reason For Absence: _____

I declare under penalty of perjury that the above is true and correct.

Print Employee Name: First _____ Last _____	Position _____
Employee's Signature _____	School/Department _____
Employee's Address _____	Site Administrator's Signature _____
Employee's Home Telephone Number _____	Personnel Administrator's Signature _____

I understand that my leave of absence request shall not take effect until the Board of Trustees or designee approves the request. I also understand that my supervisor may attach a memorandum to support or disapprove this leave of absence for Human Resources to review.

DISTRIBUTION: White - Human Resources Blue - Work Site
 Green - Personnel Commission Canary Risk Management Pink - Payroll Goldenrod - Employee

PERSONAL PROPERTY USE REQUEST

District Policy 4148
COMPTON UNIFIED SCHOOL DISTRICT
Form F-571 (Rev. 12/88)

1. Name of Requestor: _____

2. Department or School: _____

3. Request permission to use the following personal property for instructional purposes.

a. Description: _____

b. Condition: _____

c. Value: \$ _____

d. Period of Use: From _____ (Date) To _____ (Date)

e. Owner: _____

4. Request permission to use the following vehicle in line of duty. (Complete this section only if you are authorized use of your private vehicle in the line of duty on district business.)

a. Description: _____ (Make) _____ (Model) _____ (Year) _____ (License Number)

b. Purpose of Use: _____

c. Condition of Vehicle: _____

d. Insurance Carrier: _____

e. Amount of Coverage: _____ (Public Liability) _____ (Property Damage)

_____ (Collision) _____ (Comprehensive) _____ (Medical) _____ (Uninsured Motorist)

f. Period of Use: _____ (Date) to _____ (Date)

g. Registered Owner: _____

SIGNATURE OF REQUESTOR

DATE

I have verified the foregoing information and grant permission for use of the personal property as indicated.

DATE: _____ SIGNATURE _____ (Principal, Department Head or Designee)

DISTRIBUTION:
White - School/Department File
Blue - Risk Management
Canary - Requestor

INSTRUCTIONS: (See reverse)

EMPLOYEE GRIEVANCE FORM (Public Safety)
COMPTON UNIFIED SCHOOL DISTRICT

DISTRIBUTION: White - Employer/Employee Re
 Pink - Asst. Supt. Pers. Svc.
 Canary - CUSDPOA
 Green - Employee

Date cause of grievance occurred or was first known:

Name	Classification
------	----------------

Division/Department/School

Description of Incident – (Include specific agreement article and section which is alleged to have been violated: (Attach additional sheets if necessary)

Action Requested to Resolve Grievance:

Informal Discussion with Supervisor	Signature	Date Forwarded:
Date:		

Representative (if any) (name & association):

STEP ONE To Immediate Supervisor	Date Received:
---	----------------

Signature	Title	Date Forwarded:
-----------	-------	-----------------

Decision:

This Decision (IS) (IS NOT) Acceptable to me.	Employee's Signature	Date Received:
---	----------------------	----------------

Reason: (Attach additional sheets if necessary)

Action Requested to Resolve Grievance:

Date Forwarded:

EMPLOYEE GRIEVANCE FORM
COMPTON UNIFIED SCHOOL DISTRICT

DISTRIBUTION: **Pink** - Asst. Supt. Pers. Svc.
Canary - CUSDPOA
Green - Employee

PAGE 2

STEP TWO To: Principal/Department Head/Cabinet Level Administrator		Date Received
Signature	Title	Date Forwarded:

Decision:

This Decision (IS) (IS NOT) Acceptable to me.	Employee's Signature	Date Received
---	----------------------	---------------

Reason: (Attach Additional Sheets if Necessary)

Action Requested to Resolve Grievance:

		Date Forwarded:
--	--	-----------------

SUPERINTENDENT'S REVIEW - Employer/Employee Relations Committee	Date Received
--	---------------

Superintendent's Signature	Date Forwarded:
----------------------------	-----------------

Decision

This Decision (IS) (IS NOT) Acceptable to me.	Employee's Signature	Date Received
---	----------------------	---------------

Reason: (Attach Additional Sheets if Necessary)

Action Requested to Resolve Grievance

		Date Forwarded:
--	--	-----------------

ARBITRATION LEVEL	Date Received
--------------------------	---------------

Findings and Recommendations of Arbitrator:

Signature of Arbitrator	Date Forwarded:
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Board of Trustees Resolution	Signature of Person Receiving Arbitrator's Findings	Date Received
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Date of Board Meeting Resolution Issued

Revised 09-09-08

Compton Unified School District
INSTRUCTIONAL CALENDAR 2008-2009

MONTH	FIRST WEEK					SECOND WEEK					THIRD WEEK					FOURTH WEEK					FIFTH WEEK					DAYS TAUGHT	LEGAL HOLIDAY	LOCAL HOLIDAY				
	Mon.	Tue.	Wed.	Thu.	Fri.	Mon.	Tue.	Wed.	Thu.	Fri.	Mon.	Tue.	Wed.	Thu.	Fri.	Mon.	Tue.	Wed.	Thu.	Fri.	Mon.	Tue.	Wed.	Thu.	Fri.							
JULY																																
AUGUST																																
SEPTEMBER	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	21	1	
OCTOBER																																
NOVEMBER	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	17	2	1
DECEMBER 2009	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	15	1	2
JANUARY 2009																																
FEBRUARY 2009	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	18	2	
MARCH 2009	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	30	21		1
APRIL 2009	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	16		1
MAY 2009																																
JUNE 2009																																
TOTALS																												180	9	6		

LEGAL HOLIDAY PER EDUCATION CODE SECTION 37220

HOLIDAY	OBSERVED	2008/2009	EACH YEAR
Independence Day	July 4	Friday	July 4
Labor Day	Sept. 1	Monday	1st Mon. in Sept.
Veterans' Day	Nov. 11	Tuesday	Nov. 11
Thanksgiving Day	Nov. 27	Thursday	4th Thurs. in Nov.
Christmas Day	Dec. 25	Thursday	Dec. 25
New Year's Day	Jan. 1	Thursday	Jan. 1
Martin L. King Jr. Day	Jan. 19	Monday	3rd Mon. in Jan.
Lincoln's Birthday	Feb. 9	Monday	Feb. 12
Presidents' Day	Feb. 16	Monday	3rd Mon. in Feb.
Memorial Day	May 25	Monday	Last Mon. in May

Whenever an approved holiday falls on Sunday, the following Monday shall be deemed to be the holiday.

PARENT INFORMATION

- Back to School Night: E - September 17, M - September 24, and H - October 1, 2008
- Parent Teacher Conference Fall: E, M and H - November 14, 2008 (Minimum Day)
- Open House: E, M and H - March 25, 2009
- Parent Teacher Conference Spring: E, M and H - April 9, 2009 (Minimum Day)
- Staff Development Early Release Days: Wednesdays September 3, 2008 - June 17, 2009

RELEASE TIME: E - 1:15 P.M. and M and H - 1:30 P.M.

* Teachers are to discuss student progress. Report Cards will be mailed 5-7 days after the end of the quarter.

LEGAL HOLIDAY PER EDUCATION CODE SECTION 37220

HOLIDAY	OBSERVED	2008/2009
Local Holiday	Nov. 28	Friday
Local Holiday	Dec. 24	Wednesday
Local Holiday	Dec. 31	Wednesday
Admission Day	Jan. 2	Friday
Local Holiday	Apr. 10	Friday
Cesar Chavez Day	Mar. 30	Monday

WINTER AND SPRING RECESS

OBSERVED
 Dec. 22, 2008 - Jan. 2, 2009
 Apr. 13, 2009 - Apr. 17, 2009

ALL CERTIFIED NON-MANAGEMENT REPORT FOR STAFF DEVELOPMENT DAYS AUGUST 25 - 28, 2008

- FIRST DAY OF INSTRUCTION - STUDENTS REPORT SEP. 2, 2008
- MINIMUM DAY - END OF QUARTER/SEMESTER (Release time, E - 12:15 P.M. and M and H - 12:30 p.m.)
- 1st Quarter End-November 3, 2008
- 1st Semester/2nd Quarter End - January 25, 2009
- 3rd Quarter End - April 1, 2009
- 2nd Semester /4th Quarter End - June 12, 2009
- LAST DAY OF INSTRUCTION - Friday, June 12, 2009
- Elementary School Promotion: Friday, June 12, 2009
- Middle School Promotion: Wednesday, June 10, 2009
- High School Graduation: Thursday, June 11, 2009

**LOSS, DESTRUCTION OR DAMAGE OF PERSONAL PROPERTY
CLAIM FORM (Policies DPA & DPB)**

COMPTON UNIFIED SCHOOL DISTRICT
Form F 569

Name _____ Classification _____

School/Work Site _____ Date of Report _____

Date of Occurrence _____ Type of Equipment/Personal Property/Vehicle _____

Complete Description of Equipment/Personal Property/Vehicle _____

Current Cash Value (please attach estimate) _____ Description of Circumstances Surrounding the
Theft/Destruction/Damage _____

Written Approval to Use Personal Property/Vehicle in the line of duty given by _____
_____ (please attach a copy of the written approval).

*I certify that the above is a true account of the circumstances causing
this loss and that I have read the Board Policies regarding such losses.*

SIGNATURE OF CLAIMANT

SIGNATURE OF SUPERVISOR APPROVING CLAIM AS WITHIN BOARD
POLICY

DO NOT WRITE BELOW

Disposition: _____

Approved for Payment by _____ Date _____

Approved by Board _____ Date _____

REPORT NUMBER

Instructions for Submission:
Prepare in Triplicate:

- White - Assistant Superintendent-Business Services
- Yellow - Principal/Department Head
- Blue - Claimant

POLICY DPA - REIMBURSEMENT FOR LOSS, DESTRUCTION OR DAMAGE OF PERSONAL PROPERTY

The District shall reimburse any person or persons for the loss, destruction, or damage by arson, burglary or vandalism of personal property used for instruction in the schools of the District and not reimbursed by insurance. No payment shall be made for any item having a value of less than \$5 at the time of damage, nor shall any payment be made for repairs of less than \$5.

Reimbursement shall not exceed \$100 nor less than \$5 and shall be made only when written approval for the use of the personal property in the schools was given before the property was brought to school and when the condition and value of the property was agreed upon by the person or persons bringing the property and the school administrator or person appointed by him for this purpose at the time the approval for its use was given.

Legal Reference: Education Code Section 1019.5
 Adopted: March 12, 1974
 Effective: December 21, 1973

POLICY DPB - PROTECTION OF EMPLOYEE'S PROPERTY

The District shall at its discretion pay the cost of replacing or repairing property of an employee, such as eyeglasses, hearing aids, dentures, watches, articles of clothing necessarily worn or carried by the employee, or vehicles when any such property is damaged in the line of duty without fault of the employee or if such property is stolen from the employee by robbery or theft while the employee is in the line of duty. Replacing or repairing, or paying for such damaged or stolen property will be limited to damages or values exceeding \$10, but not in excess of \$100. Collision, theft of a vehicle or contents, and damage to a vehicle resulting from actual theft are specifically excluded from this coverage.

Prior approval shall be obtained from the school administrator or the person appointed by him for this purpose, for the use of personal vehicles in line of duty. Such approval shall contain all information identifying the vehicle to be used, insurance coverage, to include limits of coverage, the insurance carrier and the condition of the vehicle.

In the event the employee is paid the costs of replacing or repairing any such property, or the actual value of such property, the school district shall, to the extent of such payments, be subrogated to any right of the employee to recover compensation for such damaged property, in accordance with Education Code Section 817.

Legal Reference: Education Code Section 817
 Adopted: March 12, 1974
 Effective: December 21, 1973

PERFORMANCE EVALUATION REPORT - Permanent Classified Employees
 Compton Unified School District - CI/Pers. Form 115 (Rev. 1/01)

Employee's Last Name	First	Middle Initial	Date Due
Classification		Work Location	

O - Outstanding C - Competent I - Improvement needed U - Unsatisfactory

	O	C	I	U	Comments:
1. Quality of Work					
a. Demonstrates knowledge of job					
b. Performs work accurately					
c. Work is neat and presentable					
d. Is thorough in work performed					
2. Quantity of Work					Comments:
a. Completes work on time					
b. Does extra work when asked					
3. Work Habits					Comments:
a. Is regular in attendance					
b. Observes established work hours					
c. Works in orderly and diligent manner					
d. Ability to work without supervision					
e. Complies with instructions, rules and policies					
4. Relationships with Others					Comments:
a. Gains respect of co-workers					
b. Helps others cheerfully					
c. Cooperates with Supervisors					
d. Observes channels of communication					
5. Work Attitudes					Comments:
a. Endeavors to improve techniques					
b. Accepts new ideas and procedures					
c. Accepts criticism and suggestions					
d. Accepts responsibility willingly					
e. Demonstrates interest in work					
6. Personal Qualities					Comments:
a. Acts with good judgment					
b. Demonstrates initiative					
c. Is adaptable to emergencies					
d. Is physically fit; appears healthy and energetic					
e. Is careful of appearance, dress and grooming					
f. Possesses good sense of humor					
7. Supervisory Ability (If applicable)					Comments:
a. Demonstrates effective leadership					
b. Is fair and impartial with subordinates					
c. Makes good and timely decisions					
d. Trains and instructs effectively					
e. Plans and makes assignments effectively					
f. Evaluates performance of subordinates effectively					
8. Overall Rating					

Both Rater and Employee sign below before review by Administrator

1. Signature of Rater	Title	Date
2. Signature of Employee	This report has been discussed with me. Signing this form does not necessarily mean that I agree with all the ratings.)	Date
3. Signature of Administrator	Title	Date

Distribution: White - Classified Personnel Canary - School or Department Pink - Employee

INSTRUCTIONS – FOR THE RATER

Techniques of Appraisal

The observation and evaluation of an employee's work performance is one of the primary responsibilities of any person who supervises or directs other employees. The effective communication of this evaluation to the employee is essential. When used thoughtfully and carefully, this rating and reporting process can be an important tool and aid to the development of the employee and to improved levels of work performance. This results in greater awareness of accomplishment on the part of both the employee and supervisor and is a real contribution to the effectiveness of the work of the school district.

1. OBJECTIVE:

- a. To establish standards
- b. To aid you in the process of uniformly appraising your personnel.

2. PURPOSE OF A PERFORMANCE APPRAISAL:

- a. To act as a tool to define work skills and to provide a measurement of the degree to which each of us perform these skills.
- b. To act as a report to the employee concerning his performance on his job.
- c. To assure the employee of a regular and systematic review.
- d. To provide a record of employee's performance and growth history.
- e. To provide a basis for coaching and guiding the employee.
- f. To provide an opportunity for closer and better communication between the employee and his supervisor.

3. HOW TO APPRAISE:

- a. Define the standard - rate each person against the requirements of his position.
- b. Be objective - avoid reference to personal likes and dislikes.
- c. Consider one factor of ability at a time. Each factor is distinct and does not necessarily relate to similar factors
- d. Base appraisals on observed and proven performance - avoid impressions based on hearsay.
- e. Base appraisals on average daily performance - avoid rating occasional incidents which highlight a particularly good or bad performance.

4. WHO SHOULD APPRAISE: Ratings shall be made out by those persons who are immediately responsible for the work of other employees. The rater either oversees, reviews, or checks the daily work performance of the employee, or is the one who is most closely acquainted with the employee's work performance.

5. AFTER MAKING THE REPORT, RATER SHALL –

- a. Discuss the report with the employee
 - (1) Give the employee an opportunity to make suggestions for the improvement of his work.
 - (2) Explain areas where work performance may be improved.
 - (3) Explain the comments on the performance reports.
- b. Sign the performance report in triplicate and obtain the signature of the employee.
- c. Refer the employee to the Administrative Supervisor when a "Review" is requested by the employee.
- d. Send the original copy of the performance report to the Classified Personnel Office at the specified time.
- e. Give the employee the duplicate copy of performance report.
- f. File the triplicate copy of performance report.

NOTE: The Rater's Guide to Performance Evaluation booklet should be used in conjunction with this report.

PERFORMANCE REPORT – Probationary Classified Employee
 Compton Unified School District
 CL Pers. Form 108, Rev. 9/2004

Last Name	First	Probationary Period Ends After 130 Days at Work	Date This Rating Due
Classification	School or Department	This is Probationer's 1 st Rating [] 2 nd Rating [] Final Rating []	
			Days missed during this probation period _____

PLEASE READ INSTRUCTIONS ON REVERSE SIDE

Rate only those factors which apply to the position being rated

	Out- Standing	Meets District Standard	Improvement Needed	Does Not Meet Minimum Standards
PERSONAL APPEARANCE				
1. Employee dresses appropriately and maintains a neat and clean appearance.	[]	[]	[]	[]
QUALITY				
1. The quality of the work performed by employee meets accepted standards of the job.	[]	[]	[]	[]
2. Work performed by employee is accurate and complete.	[]	[]	[]	[]
3. Work performed by employee is neat.	[]	[]	[]	[]
WORK HABITS AND ATTITUDES				
1. Employee organizes his work.	[]	[]	[]	[]
2. Employee uses good judgment in the performance of work required.	[]	[]	[]	[]
3. Employee uses and cares for equipment properly.	[]	[]	[]	[]
4. Employee readily learns and applies new procedures and techniques.	[]	[]	[]	[]
5. Employee is punctual in complying with the assigned hours of work.	[]	[]	[]	[]
6. Employee accepts job responsibilities.	[]	[]	[]	[]
7. Employee displays initiative on the job.	[]	[]	[]	[]
DEPENDABILITY				
1. Employee continues to work in the absence of close supervision.	[]	[]	[]	[]
2. Employee complies with written instructions in the performance of job duties.	[]	[]	[]	[]
3. Employee complies with oral instructions in the performance of job duties.	[]	[]	[]	[]
RELATIONSHIP WITH PEOPLE				
1. Employee gets along well with other employees.	[]	[]	[]	[]
2. Employee meets the public in a business-like manner.	[]	[]	[]	[]
SUPERVISORY ABILITY IF APPLICABLE				
1. Employee plans and directs the work of others.	[]	[]	[]	[]
2. Supervisor is proficient in training employees.	[]	[]	[]	[]
3. Supervisor exercises leadership.	[]	[]	[]	[]

COMMENTS:

- "Outstanding" ratings are a commendation for consistently exceeding the expected standards of performance.
- "Meets District Standards" ratings are a commendation for consistently meeting you standards of performances.
- "Improvement Needed" rating should be commented upon indicating suggestions made to aid the employee in improvement.
- "Below Minimum Standard" ratings must be supported by a statement of facts. (attach additional sheets if necessary)

I do [] do not [] recommend permanency, (optional on first two ratings)

Signature of Rater _____ Title _____ Date _____

It is understood that in signing this performance report I acknowledge having seen and discussed the report but do not necessarily agree with it. All written comments have been discussed with me.

I would [] would not [] like to discuss this report with the Reviewing Officer.

Signature of Employee _____ Title _____ Date _____

I have reviewed this report _____ Principal or Division Head

DISTRIBUTION: WHITE CLASSIFIED PERSONNEL CANARY: SCHOOL OR DEPARTMENT PINK: EMPLOYEE

INSTRUCTIONS FOR PREPARING PROBATIONARY REPORTS

1. **Ratings Shall Be Made For** – Probationary employees during the middle of the second, fourth and sixth months of their probationary period providing the employee has worked in a classification thirty days or more.
2. **Persons Making The Report** – Ratings shall be made out by those persons who are immediately responsible for the work of other employees. The rater either oversees, reviews, or checks the daily work performance of the employee, or is the one who is most closely acquainted with the employee's work performance.
3. **The Classified Personnel Office Shall Explain** – The purposes of the performance report and provide a copy of the rating form to each probationary employee upon initial entry into the classified service.
4. **The Classified Personnel Office Shall** – Fill in the name, title, job location, rating period date.
5. **In Rating Employee's Work Performance, Rater Shall** – Place an "X" opposite the factor being rated and in the rating column which best describes the employee's performance.
6. **After Making The Report, Rater Shall** –
 - a. Discuss the report with the employee
 - (1) Give the employee an opportunity to make suggestions for the improvement of his work.
 - (2) Explain areas where work performance may be improved.
 - (3) Explain the comments on the performance reports.
 - b. Sign the performance report in triplicate and obtain the signature of the employee.
 - c. Send the original copy of the performance report to the Classified Personnel Office at the specified time.
 - d. Give the employee the duplicate copy of performance report.
 - e. File the triplicate copy of performance report.

DEFINITIONS OF RATINGS

1. *Meets District Standards* – the employee clearly meets the standards established for the job.
2. *Improvement Needed* – employee needs to improve to meet performance standards. Performance not necessarily unsatisfactory, but greater effort by the employee will result in a satisfactory rating.
3. *Does Not Meet Minimum Standards* – performance is below standards of retention.

COMPTON UNIFIED SCHOOL DISTRICT POLICE OFFICERS' ASSOCIATION

QUARTERLY SHOOTING PROFICIENCY EVALUATION PROCEDURE

Purpose: The main objective of the quarterly qualifying firearms examination is to insure that all officers maintain minimum standards of proficiency in the use of their firearms.

Requirements: Qualifying firearm examinations are given quarterly for each officer. Officers are required to pass each examination with a minimum score of 220 out of 300.

Remediation: Officer(s) who fail to pass the examination shall be required to adhere to the remediation procedure set forth in the following steps:

1. Officers who fail the initial examination have the opportunity to re-qualify within 30 calendar days from the date of the initial examination. An officer who re-qualifies within 30 days meets the requirement.
2. If the officer fails to re-qualify within 30 calendar days he/she will be required at his/her own expense to practice and provide proof of practice to the District's Range Master within 60 days of the initial test. Subsequently, the officer must schedule with the range master and retake the test within 10 calendar days.
3. If the officer fails the re-qualifying test he/she shall be given a written letter of reprimand from the department head after the 90th day from the original test date.
4. If the officer fails to qualify within 120 calendar days he/she shall be recommended for a five (5) day suspension without pay.
5. If the officer does not pass the examination within 150 calendar days of the original qualifying date, the officer shall be recommended for a conditional suspension without pay not to exceed 30 days, pending re-qualification. The suspension may be lifted during the 30 day period if the re-qualification is met.
6. If the officer is unable to pass the test within 180 calendar days of the original test date in step 1 quarterly qualifying, he/she shall be recommended for termination.

Remediation Timeline Summary: Original date of test (day 1)

2nd - 30th day	- officer must re-qualify
31st - 60th day	- individual practice
61st - 70th day	- re-qualify with range master
71st - 90th day	- mandatory re-qualification

On or after 91st day if the officer fails to re-qualify he/she shall receive a written letter of reprimand.

91st - 120th day – re-qualify with range master

On or after 121st day if the officer fails to re-qualify he/she shall be recommended for a five (5) day suspension without pay.

121st - 150th day – re-qualify with range master

On or after 151st day if the officer fails to re-qualify he/she shall be recommended for a conditional suspension without pay not to exceed 30 days, pending re-qualification.

On or after the 181st day from the original test day an officer who has not requalified shall be recommended for termination.

COMPTON UNIFIED SCHOOL DISTRICT

ANNUAL PHYSICAL AGILITY TEST

Pursuant to Article 9.3 of the Collective Bargaining Agreement between the Compton Unified School District and the Compton Unified School District Police Officers Association, officers shall be required to take an annual physical agility test. The test is to be given within one month after the officer's annual anniversary date.

- The annual physical agility test shall consist of walking a 15 foot balance beam, climbing a six foot high fence, a 440 yard run and a 100 pound weight drag for 50 feet.
- The overall distance of the testing course shall not exceed 450 yards.
- The actual test shall be on file in the office of Public Safety, the Office of Employer/Employee Relations, and with the Executive Board of the Compton Unified School District Police Officers Association. Copies of the test shall be made available to the officers upon request.

ANNUAL PHYSICAL EXAMINATION AGILITY TEST PASSING SCORES

Public Safety Officers shall complete the annual physical agility test within the following times or be subject to the Physical Agility Remediation and Discipline Plan and its consequences thereof.

Unit members under 35 years of age	2.5 minutes
36 to 40 years of age	4 minutes
41 to 45 years of age	4.5 minutes
46 to 50 years of age	5 minutes
51 to 55 years of age	6 minutes
56 and above	15 minutes

PHYSICAL AGILITY REMEDIATION AND DISCIPLINE PLAN

Remediation: Officer(s) who fail to pass the Annual Physical Agility Test shall be required to adhere to the remediation procedure set forth in the following steps:

1. Officers who fail their Annual Physical Agility Test have the opportunity to re-qualify within 30 calendar days from the date of their Annual Physical Agility Test examination. An officer who re-qualifies within 30 days meets the requirement.
2. If the officer fails to re-qualify within 30 calendar days he/she must practice at his/her own expense. Subsequently, the officer must schedule with the district and retake the test within 10 additional calendar days.
3. If the officer fails the re-qualifying test he/she shall be given a written letter of reprimand from the department head after the 140th day from the original test date.

4. If the officer fails to qualify within 55 calendar days he/she shall be recommended for a ten (10) day suspension without pay.
5. If the officer does not pass the examination within 70 calendar days of the original qualifying date, the officer shall be recommended for a conditional suspension without pay not to exceed 20 days, pending re-qualification. The suspension may be lifted during the 20 day period if the re-qualification is met.
6. If the officer is unable to pass the test within 90 calendar days of the original test date within 90 calendar days for the original test date in step 1, he/she shall be recommended for termination.

COMPTON UNIFIED SCHOOL DISTRICT DRUG/ALCOHOL PROCEDURE

ARTICLE 19

I. PROBABLE SUSPICION - DRUG ALCOHOL TESTING (ARTICLE 19.11)

1. Supervisor contacts chief or appropriate cabinet level administrator.
2. Chief or appropriate cabinet level administrator contacts the Drug Expert and CUSDPOA representative(s) to investigate the possibility of the employee being under the influence of drugs or alcohol.

The drug expert* makes recommendation.
4. Should the drug expert conclude that the employee is not under the influence, the investigation is ended. All records, documents and references to the alleged incident shall be destroyed. If employee is under the influence then proceed to step 5.
5. The evidentiary sample shall be given to the chief and CUSDPOA representative who jointly transport the evidence to Compton Police Department or the sheriff substation to be booked into evidence and sent to crime laboratory for analysis.
 - a. The appropriate law enforcement agency to obtain the evidential packet for the body fluid, or blood test.
Breath will be taken by technician, police officer, or person qualified to analyze breath test.
 - b. Urine test shall be obtained at laboratory or hospital or law enforcement agency.

*Drug experts are law enforcement personnel certified by the court. A list of such individuals shall be maintained in the office of Public Safety and by the appropriate cabinet level administrator.

- c. Blood may be drawn at hospital or laboratory (St. Francis or Dominguez Valley or hospital maintaining a 24 hour emergency room.

II. MANDATORY DRUG/ALCOHOL TESTING (ARTICLE 19.7)

1. Supervisor contacts chief or appropriate cabinet level administrator.
2. Depending on the circumstances and by mutual agreement. the Association and the District may waive the mandatory drug testing provision.
3. The evidentiary sample shall be given to the chief and CUSDPOA representative who jointly transport the evidence to Compton Police Department or the sheriff substation to be booked into evidence and sent to crime laboratory for analysis.
 - a. The appropriate law enforcement agency to obtain the evidential packet for the body fluid, or blood test. Breath will be taken by technician, police officer, or person qualified to analyze breath test.
 - b. Urine test shall be obtained at laboratory or hospital or law enforcement agency.
 - c. Blood may be drawn at U.S. Healthworks.

4. Should the results of the drug test conclude that the employee was not under the influence, the drug testing phase is **ended (Note: Article 19.15 for maintenance of drug testing records.)**

(Federal Register Part IV Department of Health and Human Services April 11, 1981, Section 2.4(e) and (f))

(e) Initial Test (1) the initial test shall use an immunoassay which meet& the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

	Initial test Level (ng/ml)
Marijuana metabolites	100
Cocaine metabolites	300
Opiate metabolites	300
Phencyclidine	25
Amphetamines	1,000

(2) These test levels are subject to change by the Department of Health and Human Services as advances in technology or other considerations warrant identification of these substances at other concentrations. Initial test methods and testing levels for other drugs shall be submitted in writing -by the agency for the written approval of the Secretary.

(Confirmatory Test (1) All specimens identified as positive on the initial test shall be confirmed using gas chromatography/ mass spectrometry (GC/MS) techniques at the cutoff values listed in this paragraph for each drug. All confirmations shall be by quantitative analysis. Concentrations which exceed the linear region of the standard curve shall be documented in the laboratory record as "greater than highest standard curve value."

	Confirmatory test Level (ng/ml)
Marijuana metabolites ¹	100
Cocaine metabolites ²	300
Opiate	
Morphine	*300
Cocaine	*300
Phencyclidine	25
Amphetamines	
Amphetamine	500
Methamphetamine	500

¹ Delta-9-tetrahydrocannabinol-9-carboxylic acid

² Benzoytecgonine

PROPOSAL
FROM
COMPTON UNIFIED SCHOOL DISTRICT
TO
COMPTON SCHOOL POLICE OFFICERS UNION

June 11, 2018

The parties agree to a three year collective bargaining agreement as set forth below. The parties expressly agree that, except as modified/provided in this tentative agreement, the language from the collective bargaining agreement between the District and the Compton Unified School District Police Officers Association dated July 1, 2007 through July 2010 shall form and be the basis for the three year collective bargaining agreement they are hereby entering into. In the event that the language in this tentative agreement modifies or adds to what was in the 2007-2010 collective bargaining agreement, the parties agree and understand such language shall be included, as applicable, within the parties' collective bargaining agreement.

Article I – Recognition

The District proposes to maintain the current contract language as it already includes all probationary and permanent Public Safety Officers, irrespective of their full-time equivalent status. In addition, the District agrees to update the Collective Bargaining Unit Agreement to reflect the CSPOU “Compton School Police Officers Union” as the exclusive representative of the bargaining unit.

Article XII – Wages and Salary

12.14 Retroactive to July 1, 2015, the District proposes that it provide an ongoing increase to the salary schedule of 2.0%, for all bargaining unit employees. The District will provide notice to CSPOU of the date the retroactive payments will be made.

The District also proposes that it provide each bargaining unit member, who is employed as of the date CSPOU ratifies the parties' full tentative agreement, with a one-time, lump sum “off the salary schedule” payment equal to 2.0% of each bargaining unit employee's salary as set forth in the 2015-16 salary schedule. The District will provide notice to CSPOU Unit of the date the payment will be made.

The District proposes that the parties agree to maintain the status quo for the 2016-17 school year, as it relates to economic issues and specifically the CSPOU salary schedule.

Retroactive to July 1, 2017, the District proposes that it provide an ongoing increase to the salary schedule of 3.0%, for all bargaining unit employees. The ongoing increase will be compounded based on salary increase for the 2015-2016 school year. The District will provide notice to CSPOU of the date the retroactive payments will be made.

The District also proposes that it provide each bargaining unit member, who is employed as of the date CSPOU ratifies the parties' full tentative agreement, with a one-time, lump sum "off the salary schedule" payment equal to 2.0% of each bargaining unit employee's salary as set forth in the 2017-18 salary schedule. The District will provide notice to CSPOU Unit of the date the payment will be made.

Investigator and Detective Positions

Although the District currently has a job description for the position of Detective, it understands that such position does not have a separate range on the salary schedule. The District is reviewing creating such a range on the salary schedule for the position of Detective and agrees that such range or, if a range is not possible, the current process of providing a monthly stipend would continue and, would be \$300/month greater than the range on the salary schedule for Police Officer's.

Article XIII – Health and Welfare Benefits

13.1 ~~The District shall increase its contribution to the current cafeteria plan for each bargaining unit member by \$200 per month effective May 1, 2007 making its total contribution \$650 per month per unit member. All eligible unit members shall be enrolled in the District provided health benefit plan. Unit members enrolled in a District-provided health benefit plan shall also be included in the current dental and vision insurance coverage available to other District employees.~~

~~13.1.1 All POA unit members shall be allowed to move into the District provided Health Benefit Plan in October 2008. Any unit member who enrolls in a District provided Health Benefit Plan shall no longer receive any money under the cafeteria Plan. By the end of open enrollment period in October 2010, the Cafeteria Plan shall cease and all unit members shall have the option of deciding whether or not to enroll in a District provided Health Benefit Plan.~~

~~13.1.2 All POA unit members who enroll in a District provided Health Benefit Plan shall also be included in the current Dental and Vision insurance coverage available to other District employees effective October 2008. The District shall have the sole discretion to determine the type of plans it makes available, the number of plans, the plan carriers, and the level of benefits. The District shall also have the sole discretion to change the type of plans it makes available, the number of plans, the plan carriers, and the level of benefits. For the 2016 benefit year, commencing January 1, 2016, the District shall annually contribute up to the following amounts towards the cost of the unit member's medical plan:~~

~~A. 3 Party or More \$9,407.10 \$10,407.00~~

~~B. 2 Party \$6,634.00 \$7,634.00~~

C. 1 Party ~~\$3,317.00~~ \$4,317.00

The crediting of this increase to each eligible bargaining unit member will be done retroactive to January 1, 2016.

~~13.2 Unit members who are scheduled by status notice to work less than full-time shall be paid in accordance with the schedule:~~

MINIMUM HOURS	BUT LESS THAN	AMOUNT
4	6	\$137.50
6	8	\$206.25

13.3 The District shall give retirees the right to participate in group insurance plans on a voluntary basis after retirement by paying premiums to the District if the carriers are willing to participate in such an arrangement.

13.4 Safety Retirement: Pending approval by the Board of Trustees of the Compton Unified School District, the implementation of a safety retirement program shall be initiated for unit members.

13.5 The District and POA agree that a 3% at age 50 retirement plan ~~has been~~ shall be implemented by CalPERS as soon as practicable after the contract between the district and CalPERS is amended, but in no event later than January 30, 2009. The increased cost of the plan (after reimbursement from the State, if any) shall be funded entirely by unit member contributions. Unit members eligible for this plan shall be determined by CalPERS. This agreement shall only take effect and continue to be implemented so long as the plan is implemented at no increased cost to the District. In the event there are any costs imposed by CalPERS to the District, the District shall collect the equivalent of any additional costs directly from unit members as determined by the District in its sole discretion. If applicable provisions of Education Code section 42238.12 are repealed or amended, at the Union's POA's request, the District will enter into negotiations with the Union POA regarding the funding of the plan. Nevertheless, during such negotiations the District shall not assume any portion of the costs of implementing the plan.

The District proposes the following with respect an employee's ability to elect to waive medical coverage from the District to be effective January 1, 2016:

13.6 Waiver of Medical Coverage

13.6.1 Any eligible employee who certifies that: (i) the employee is enrolled in other employer-provided medical coverage through the employee's own employer or through a parent, spouse or domestic partner; or (ii) that the employee is enrolled in government-provided medical coverage (such as MediCal, Medicare, CHAMPUS or Tricare) may elect to waive the employee's right to medical coverage paid by the District. Government-provided coverage does

not include health insurance purchased on the health insurance marketplace pursuant to the Affordable Care Act.

- 13.6.2 Any eligible employee who certifies that: (i) the employee's spouse/registered domestic partner is enrolled in employer-provided medical coverage through his or her employment; or (ii) that the spouse or registered domestic partner is enrolled in government-provided medical coverage may elect to waive the spouse or registered domestic partner's right to medical coverage paid by the District. Government-provided coverage does not include health insurance purchased on the health insurance marketplace pursuant to the Affordable Care Act.
- 13.6.3 The election to waive medical coverage for the employee, spouse or registered domestic partner shall be made once a year during the open enrollment period, and cannot be changed until the next open enrollment period unless otherwise permitted as a life event or special enrollment under the Plan and applicable law and regulations.
- 13.6.4 Effective January 1, 2016, an employee who elects to waive his/her own medical coverage and/or his/her spouse or registered domestic partner's medical coverage shall be paid \$2,000 for the plan year (January 1st through December 31st), in which the employee or employee plus spouse/registered domestic partner elects to waive coverage. If the employee elects to receive the payment, the amount is taxable. The aforementioned option will be processed with the last paycheck of the school year and the last check of December of each year – with the employee receiving \$1,000 per payment if receiving the waiver for the full plan year.
- 13.6.5 To waive coverage, the employee must, on an annual basis, complete and sign under penalty of perjury a voluntary waiver form identifying the other employer or government-provided coverage, the employer or government entity providing the coverage, and the name, address and telephone number of a contact person for such employer or government entity for purposes of verifying such coverage. In addition, the employee must submit a letter of verification from the medical provider indicating the employee is covered under their medical plan and the term of coverage (beginning and expiration date).
- 13.6.6 In the event that the District moves from CalPERS to a different medical benefits provider that does not allow the District to maintain the waiver of benefits language set forth in Article 13.6, Article 13.6 will be rendered null and void and the District will no longer be responsible for providing the payments referenced in this Section. The District will provide written notice to the Union in the event it moves to a medical benefits provider that does not allow its participants/members/contracted entities to provide a waiver of benefits to its employees.

Article XXI – Term of Agreement

- 21.1 The term of the Agreement shall be from July 1, 2018 through June 30, 2021.
- 21.2 For the 2018-19 school year, the parties may reopen the full collective bargaining agreement, which means that any articles/issues may be opened by either party. For the 2019-20 and 2020-21 school years, the parties agree to bargain Article 12 (Wages and Salary), Article 13 (Health and Welfare Benefits), and up to two (2) non-economic subjects selected by each party. The parties agree to complete their sunshine obligations as set out in Government Code section 3547 for such reopeners no later than March 15th of each respective year of the parties' Agreement. A party's failure to submit its sunshine proposal for such reopeners by March 15th for each respective year of the parties' Agreement shall constitute a waiver of that party's right to submit proposals for that negotiation cycle.
- 21.3 If either party wishes to modify, amend, or terminate the Agreement, it must notify the other party in writing, not later than March 1st of the year in which the Agreement expires.

6-11-18
Dated

Carolyn Polie
Compton School Police Officer's Union/AFT

Dated

Compton School Police Officer's Union/AFT

Dated

Compton School Police Officer's Union/AFT

6-11-18
Dated

Abraham Alvarado
Compton Unified School District

6-11-18
Dated

Kamisha A. White
Compton Unified School District

SIDE AGREEMENT
BETWEEN
COMPTON UNIFIED SCHOOL DISTRICT
AND
AFT/COMPTON SCHOOL POLICE OFFICER'S UNION

The District and Compton School Police Officer's Union/AFT agree that any and all bargaining obligations for the 2015-16, 2016-17, and 2017-18 school years have been satisfied and completed and that the District does not have any obligation to bargain over any issues relating to those school years with the Union.

6-11-18
Dated

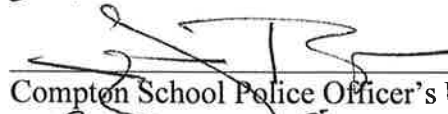
06/11/18
Dated

6-11-18
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6-11-18
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6-11-18
Dated


Compton School Police Officer's Union/AFT


Compton School Police Officer's Union/AFT


Compton School Police Officer's Union/AFT


Compton Unified School District


Compton Unified School District