

## September 15, 2021 Golden Feather UESD Board Agenda

Location: Spring Valley School 2771 Pentz Rd. Oroville, CA 95965 Time: 4:30 PM

*For persons wishing to review the full agenda packet, one is available in the lobby at each school site. Meeting site is wheelchair accessible. Any individuals who require special accommodations should contact the superintendent (530) 533-3467 at least two days before the meeting date.*

### **1.0 CALL TO ORDER – TIME:**

#### **BOARD OF TRUSTEES**

|                    |           |       |
|--------------------|-----------|-------|
| Deborah Ingvoldsen | President | _____ |
| Richard Miller     | Clerk     | _____ |
| Don Saul           | Trustee   | _____ |
| Matthew Morris     | Trustee   | _____ |

|                |                     |       |
|----------------|---------------------|-------|
| Josh Peete     | Superintendent      | _____ |
| Pearl Lankford | Executive Assistant | _____ |

Public Comments

### **2.0 FLAG SALUTE**

### **3.0 APPROVAL TO VARY THE SEQUENCE**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

### **4.0 PUBLIC COMMENTS**

This is the time at which the President invites anyone in the audience: including district employees, wishing to address the Board on a matter not on the agenda to stand, state your name, and address for the record. Presentations will be limited to (3) minutes; maximum of (20) minutes to each subject matter. The board is prohibited by law from taking action or discussing any item if it is not listed on the agenda, unless permitted by law. For those wishing to address items on the agenda, time will be available as each agenda item is introduced.

### **5.0 MOTION TO ADJOURN TO PUBLIC HEARING – Sufficiency of Instructional Materials**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

### **6.0 PUBLIC HEARING**

### **7.0 MOTION TO RECONVENE**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**8.0 REPORTS**

**8.1 SUPERINTENDENT REPORT/BOARD GOALS**

**8.2 CSEA/GFTA**

**8.3 Parents' Club**

**8.4 Board Members**

**9.0 CONSENT CALENDAR**

**9.1 Minutes 6/23/21, 7/21/21 SP, 7/21/21, 8/13/21 (REF)**

**9.2 Warrants 8/13/21 – 9/7/21 (REF)**

**9.3 Transfer Request #3- #6**

**10.0 INFORMATION FOR DISCUSSION**

**10.1 Classroom Pets**

**10.2 COVID-19 Updates**

**10.3 After School Program**

**11.0 ACTION ITEMS/NEW BUSINESS**

**11.1 RESOLUTION #1 21/22 SUFFICIENCY OF INSTRUCTIONAL MATERIALS (REF)**

Motion\_\_\_\_\_Second\_\_\_\_\_Vote\_\_\_\_\_

**11.2 Dannis Woliver Kelly 21/22 Agreement for Professional Services (REF)**

Motion\_\_\_\_\_Second\_\_\_\_\_Vote\_\_\_\_\_

**11.3 Approve 21/22 Consolidated Application**

Motion\_\_\_\_\_Second\_\_\_\_\_Vote\_\_\_\_\_

**11.4 Approve 21/22 Yearbook Coordinator (Klobas)**

Motion\_\_\_\_\_Second\_\_\_\_\_Vote\_\_\_\_\_

**11.5 Approve 21/22 Student Council (Huff/Napoli)**

Motion\_\_\_\_\_Second\_\_\_\_\_Vote\_\_\_\_\_

**11.6 Review Revised Safe Return to In-person Instruction Plan**

Motion\_\_\_\_\_Second\_\_\_\_\_Vote\_\_\_\_\_

**11.7 Approve New Hire David Friese (Op Tech Extra Help)**

Motion\_\_\_\_\_Second\_\_\_\_\_Vote\_\_\_\_\_

**11.8 Approve Candace McClaskey request for reduction of hrs.**

Motion\_\_\_\_\_Second\_\_\_\_\_Vote\_\_\_\_\_

**11.9 Approve CSEA Ratified Agreement July 1, 2021 – June 30, 2024 (REF)**

Motion\_\_\_\_\_Second\_\_\_\_\_Vote\_\_\_\_\_

**11.10 Approve BSSP Auxiliary Organization Application for Coverage (REF)**

Motion\_\_\_\_\_Second\_\_\_\_\_Vote\_\_\_\_\_

**11.11 Approve Unaudited Actuals (REF)**

Motion\_\_\_\_\_Second\_\_\_\_\_Vote\_\_\_\_\_

**11.12 Approve GANN Resolution (REF)**

Motion\_\_\_\_\_Second\_\_\_\_\_Vote\_\_\_\_\_

**12.0 REPORT OUT – FOR THE GOOD OF THE ORDER**

**13.0 ADJOURNMENT**

Motion\_\_\_\_\_Second\_\_\_\_\_Vote\_\_\_\_\_

**RESOLUTION REGARDING SUFFICIENCY OF INSTRUCTIONAL MATERIALS**  
***Education Code Section 60119***  
**Resolution No. 1 2021/2022**

Whereas, the governing board of **Golden Feather Union School District**, in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on **September 15, 2021** at **4:30 PM**, which is on or before the eighth week of school (between the first day that students attend school and the eighth week from that day) and which did not take place during or immediately following school hours, and;

**Whereas**, the governing board provided at least 10 days notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and;

**Whereas**, the governing board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

**Whereas**, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district/county office of education, and;

**Whereas**, the definition of "sufficient textbooks or instructional materials" means that each pupil has a textbook or instructional materials, or both, to use in class and to take home, and;

**Whereas**, sufficient textbooks and instructional materials were provided to each student, including English learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

**Therefore**, it is resolved that for the 2021/2022 school year, the **Golden Feather Union School District** has provided each pupil with sufficient textbooks and instructional materials **aligned to the academic content standards and** consistent with the cycles and content of the curriculum frameworks.

Passed and adopted by the Governing Board of the Golden Feather Union School District on this day the **15th of September, 2021**, by the following vote:

Ayes:                      Noes:                      Absent:                      Abstain:

---

Joshua Peete, Superintendent

## PUBLIC HEARING

THE GOLDEN FEATHER UNION ELEMENTARY SCHOOL DISTRICT WILL HOLD A PUBLIC HEARING ON THE ADOPTION OF A RESOLUTION PERTAINING TO THE 2021/2022 SUFFICIENCY OF TEXTBOOKS AND INSTRUCTIONAL MATERIALS. A COPY OF THIS RESOLUTION IS HEREBY ATTACHED FOR PUBLIC REVIEW.

THE HEARING WILL TAKE PLACE DURING THE REGULAR SESSION OF THE SEPTEMBER 15, 2021 BOARD MEETING AT SPRING VALLEY SCHOOL. 2771 PENTZ RD. OROVILLE, CA 95965 AT 4:30 PM.

THE PUBLIC IS WELCOME AND ENCOURAGED TO PROVIDE INPUT.

POSTED DOME - DISTRICT OFFICE  
HARNWAKE - WEB

Meeting Location: Concow School  
2771 Pentz Rd. Oroville, CA 95965  
Time: 5:00 PM

**1. CALL TO ORDER – TIME:5:00 PM**

**BOARD OF TRUSTEES**

|                    |           |         |
|--------------------|-----------|---------|
| Deborah Ingvaldsen | President | Present |
| Richard Miller     | Clerk     | Present |
| Don Saul           | Trustee   | Present |
| Matthew Morris     | Trustee   | Present |

|                |                     |         |
|----------------|---------------------|---------|
| Josh Peete     | Superintendent      | Present |
| Pearl Lankford | Executive Assistant | Present |

**2. PUBLIC COMMENTS - None**

**3. FLAG SALUTE – Led by Mr. Saul**

**4. APPROVAL TO VARY THE SEQUENCE - None**

**5. PUBLIC COMMENTS - None**

**6. Motion to Convene to Public Hearing (LCAP)**

Mr. Morris made the motion. Seconded by Mr. Miller, the board voted 4-0. Ayes: Ingvaldsen, Saul, Miller, Morris.

**6.1. Public Hearing (LCAP) – No Public**

**7. Motion to Convene to Public Hearing (Budget)**

Mr. Morris made the motion. Seconded by Mr. Miller, the board voted 4-0. Ayes: Ingvaldsen, Saul, Miller, Morris.

**7.1 Public Hearing (Budget) – No Public**

**8. Motion to Reconvene**

Mr. Saul made the motion. Seconded by Mr. Miller, the board voted 4-0. Ayes: Ingvaldsen, Saul, Miller, Morris.

**9. Discussion – Board Goals – Contact TID about Concow Lake.**

**10.0 Action Items**

**10.1 EPA Expenditures Resolution (REF)**

**Mr. Morris made the motion to approve. Seconded by Mr. Miller, the board voted 4-0 to approve.  
Ayes: Ingvaldsen, Saul, Morris, Miller**

**10.2 Approve Updated Board Goals**

**Mr. Morris made a motion to approve updated board goals. Seconded by Mr. Miller, the board voted 4-0. Ayes: Ingvaldsen, Saul, Miller, Morris.**

**11.0 Adjournment: Time: 6:07 Motion: Miller Second: Morris Vote: 4-0 Ayes: Ingvaldsen, Saul, Miller, Morris**

## July 21, 2021 GFUESD Board Minutes

Location: Spring Valley School 2771 Pentz Rd. Oroville, CA 95965 Time: 4:30 PM

*For persons wishing to review the full agenda packet, one is available in the lobby at each school site. Meeting site is wheelchair accessible. Any individuals who require special accommodations should contact the superintendent (530) 533-3467 at least two days before the meeting date.*

### **1.0 CALL TO ORDER – TIME:4:30 PM**

#### **BOARD OF TRUSTEES**

|                    |           |         |
|--------------------|-----------|---------|
| Deborah Ingvaldsen | President | Present |
| Richard Miller     | Clerk     | Present |
| Don Saul           | Trustee   | Present |
| Matthew Morris     | Trustee   | Present |

|                |                     |         |
|----------------|---------------------|---------|
| Josh Peete     | Superintendent      | Present |
| Pearl Lankford | Executive Assistant | Present |

### **2.0 FLAG SALUTE – Led by Mr. Saul**

### **3.0 APPROVAL TO VARY THE SEQUENCE - None**

### **4.0 PUBLIC COMMENTS - None**

### **5.0 Discussion**

**5.1 2021/2022 School Year. – First day is August 17, 2021.**

### **6.0 Action Items**

#### **6.1 Approve 2022-2023 ERATE Proposal (REF)**

Mr. Morris made a motion to approve. Seconded by Mr. Miller, the board voted 4-0. Ayes: Ingvaldsen, Saul, Miller, Morris

#### **6.2 Disposal/Recycling Tech Equipment- outdated chromebooks/computers (REF)**

Mr. Saul made a motion to approve. Seconded by Mr. Miller, the board voted 4-0. Ayes: Ingvaldsen, Saul, Miller, Morris

#### **6.3 Approve Revised HVAC Proposal (REF)**

Mr. Miller made a motion to approve. Seconded by Mr. Morris, the board voted 4-0. Ayes: Ingvaldsen, Saul, Miller, Morris.

#### **6.4 Approve HVAC Change Order Proposal (REF)**

Mr. Miller made a motion to approve. Seconded by Mr. Saul, the board voted 4-0. Ayes: Ingvaldsen, Saul, Miller, Morris.



#### **6.5 Approve 2 DSA Approved 24X40 Stockpile Classrooms (REF)**

Mr. Miller made a motion to approve. Seconded by Mr. Saul, the board voted 4-0 to approve. Ayes: Ingvaldsen, Saul, Miller, Morris.

#### **6.6 Board Goals Revision (Maintenance/Tools/Equipment) (REF)**

Mr. Miller made a motion to approve the updated goal. Seconded by Mr. Saul, the board voted 4-0. Ayes: Ingvaldsen, Saul, Miller, Morris

#### **7.0 ADJOURNMENT**

Mr. Miller made a motion to adjourn at 5:40 PM. Seconded by Mr. Morris, the board voted 4-0. Ayes: Ingvaldsen, Saul, Miller, Morris.

July 21, 2021 Special GFUESD Board Minutes 5:00 Spring Valley School

1.0 Call to order – Present – Board Members: Ingvaldsen, Saul, Miller, Morris. Josh Peete Superintendent and Pearl Lankford Executive Assistant.

2.0 Flag salute – None

3.0 Approval to vary the sequence – None

4.0 Public Comments – None

5.0 Action Items:

5.1 Approve Architectural Services Proposal – Mr. Miller made a motion to approve. Seconded by Mr. Morris, the board voted 4-0. Ayes: Ingvaldsen, Saul, Miller, Morris

6.0 Adjournment – Mr. Morris made a motion to adjourn at 6:46. Seconded by Mr. Miller, the board voted 4-0. Ayes: Ingvaldsen, Saul, Miller, Morris.

**1. CALL TO ORDER – TIME: 4:30**

**BOARD OF TRUSTEES**

|                    |           |         |
|--------------------|-----------|---------|
| Deborah Ingvaldsen | President | Absent  |
| Rich Miller        | Clerk     | Present |
| Don Saul           | Trustee   | Present |
| Matt Morris        | Trustee   | Present |

|                |                     |         |
|----------------|---------------------|---------|
| Josh Peete     | Superintendent      | Present |
| Pearl Lankford | Executive Assistant | Present |

**2. FLAG SALUTE – Led by Mr. Saul**

**3. APPROVAL TO VARY THE SEQUENCE – None**

**4. PUBLIC COMMENTS**

Cristina Hawkins and Jennifer Diaz inquired about pets in the classroom.

**5. Motion to adjourn to Public Hearing (Edited LCAP)**

Mr. Miller made the motion to adjourn. Seconded by Mr. Saul, the board voted 3-0. Ayes: Miller, Saul, Morris.

**6. Public Hearing (Edited LCAP)**

No public comments.

**7. Motion to reconvene to open session**

Mr. Saul made a motion to reconvene. Seconded by Mr. Miller, the board voted 3-0. Ayes: Miller, Saul, Morris.

**8. INFORMATION FOR DISCUSSION**

**8.1 Add "Digitizing/Going Paperless" to Board Goals.**

**8.2 COVID Vaccine Update (See Newsom's 8/12/21 order).**

**9. ACTION ITEMS**

**9.1 GFTA Public Disclosure Agreement (REF)**

Mr. Saul made a motion to approve. Seconded by Mr. Miller, the board voted 3-0. Ayes: Miller, Saul, Morris.

**9.2 MOU GFUESD/CSEA (Voluntary Reassignment-McClaskey)**

Mr. Miller made a motion to approve. Seconded by Mr. Saul, the board voted 3-0 to approve. Ayes: Miller, Saul, Morris.

**9.3 2021/2022 School Year. Temporary increase to Substitute Teacher Pay. \$200.00 Per Day for the 2021/2022 School Year. (REF)**

Mr. Saul made a motion to approve. Seconded by Mr. Miller, the board voted 3-0. Ayes: Saul, Miller, Morris.

**9.4 Adopt updated CSBA BP/AR 6158 Independent Study and Waive 2<sup>nd</sup> Reading. (REF)**

Mr. Saul made a motion to approve. Seconded by Mr. Miller, the board voted 3-0 to approve. Ayes: Saul, Miller, Morris.

**9.5 Fall Swimming Program Lifeguard up to 10 days Emilia Erickson**

Mr. Miller made a motion to approve. Seconded by Mr. Saul, the board voted 3-0 to approve. Ayes: Saul, Miller, Morris.

**9.6 2021/2022 MOU BCOE/GFUESD Mentor Teacher (Scott Bailey). (REF)**

Mr. Miller made a motion to approve. Seconded by Mr. Saul, the board voted 3-0 to approve. Ayes: Saul, Miller, Morris.

**9.7 Update edited Instructional minutes 21/22 (REF)**

Mr. Miller made a motion to approve. Seconded by Mr. Saul, the board voted 3-0. Ayes: Saul, Miller, Morris.

**10 MOTION TO CONVENE TO CLOSED SESSION - None**

**11 CLOSED SESSION REPORT - None**

**12 \*For the Good of the Order - None**

**13 ADJOURNMENT Time: 5:35. Mr. Saul made a motion to adjourn. Seconded by Mr. Miller, the board voted 3-0. Ayes: Saul, Miller, Morris.**

## Checks Dated 08/13/2021 through 09/07/2021

| Check Number           | Check Date | Pay to the Order of                         | Fund-Object | Expensed Amount | Check Amount |
|------------------------|------------|---|-------------|-----------------|--------------|
| 3005-208256            | 08/19/2021 | AT&T Mobility                               | 01-5900     |                 | 2,868.58     |
| 3005-208628            | 08/26/2021 | Peete, Joshua J                             | 01-4300     | 822.15          |              |
|                        |            |   | 01-4400     | 562.08          | 1,384.23     |
| 3005-208629            | 08/26/2021 | Napoli, Jennifer                            | 01-4300     |                 | 103.99       |
| 3005-208630            | 08/26/2021 | AT&T  | 01-5900     |                 | 516.85       |
| 3005-208631            | 08/26/2021 | BASIC LABORATORY INC<br>ACCOUNTS RECEIVABLE | 01-5800     |                 | 213.60       |
| 3005-208632            | 08/26/2021 | Ben Toilet Rentals Inc                      | 01-5800     |                 | 273.70       |
| 3005-208633            | 08/26/2021 | BUTTE COUNTY SHERIFFS DEPT                  | 01-5800     |                 | 76.00        |
| 3005-208634            | 08/26/2021 | Executive Tire Sales                        | 01-5800     |                 | 240.44       |
| 3005-208635            | 08/26/2021 | L&L Farms                                   | 01-4300     |                 | 200.00       |
| 3005-208636            | 08/26/2021 | Learning A-Z                                | 01-4300     |                 | 18.00        |
| 3005-208637            | 08/26/2021 | Oroville Safe Lock & Door                   | 01-4300     |                 | 113.99       |
| 3005-208638            | 08/26/2021 | PINES HARDWARE                              | 01-4300     |                 | 138.18       |
| 3005-208639            | 08/26/2021 | RECOLOGY BUTTE COLUSA<br>COUNTIES           | 01-5500     |                 | 551.86       |
| 3005-208640            | 08/26/2021 | T Mobile USA Inc                            | 01-5900     |                 | 140.00       |
| 3005-208641            | 08/26/2021 | Thomas Ace Hardware Inc                     | 01-4300     |                 | 62.38        |
| 3005-209023            | 08/31/2021 | Peete, Joshua J                             | 01-5800     |                 | 749.50       |
| 3005-209445            | 09/07/2021 | Lankford, Pearl                             | 01-4300     | 646.44          |              |
|                        |            |   | 01-5800     | 300.00          | 946.44       |
| 3005-209446            | 09/07/2021 | Mitchell, Lexi J                            | 01-4300     |                 | 343.48       |
| 3005-209447            | 09/07/2021 | Alessandro Electric Inc                     | 01-6400     |                 | 11,995.00    |
| 3005-209448            | 09/07/2021 | Clark Pest Control Accounting Office        | 01-5800     |                 | 145.00       |
| 3005-209449            | 09/07/2021 | Alexis Lynn Dunn                            | 01-5800     |                 | 856.80       |
| 3005-209450            | 09/07/2021 | R.B. Spencer Inc                            | 01-6400     |                 | 110,228.00   |
| 3005-209451            | 09/07/2021 | RIEBES AUTO PARTS                           | 01-4300     |                 | 4.30         |
| 3005-209452            | 09/07/2021 | Thomas Ace Hardware Inc                     | 01-4300     |                 | 743.20       |
| Total Number of Checks |            |   | 24          |                 | 132,913.52   |

## Fund Recap

| Fund                      | Description | Check Count | Expensed Amount |
|---------------------------|-------------|-------------|-----------------|
| 01                        | GeneralFund | 24          | 132,913.52      |
| Total Number of Checks    |             | 24          | 132,913.52      |
| Less Unpaid Tax Liability |             |             | .00             |
| Net (Check Amount)        |             |             | 132,913.52      |

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

Page 1 of 1

# **Golden Feather Un SD**

## **Administrative Regulation**

### **Animals At School**

AR 6163.2

#### **Instruction**

#### Use of Animals for Instructional Purposes

Before any student or employee brings an animal to school for an instructional purpose, he/she shall receive written permission from the principal or designee. The principal or designee shall give such permission only after he/she has provided written notification to all parents/guardians of students in the affected class, asking them to verify whether their child has any known allergies, asthma, or other health condition that may be aggravated by the animal's presence.

When a parent/guardian has provided notification that his/her child has an allergy, asthma, or other health condition that may be aggravated by the animal, the principal shall take appropriate measures to protect the student from exposure to the animal.

(cf. 3514 - Environmental Safety)

(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)

(cf. 5141.23 - Asthma Management)

All animals brought to school must be in good physical condition and must be appropriately immunized. The teacher shall ensure that the species of animal is appropriate for the instructional purpose and age and maturity of the students.

All animals brought to school shall be adequately fed, effectively controlled, humanely treated, and properly housed in cages or containers suitable for the species. The teacher shall ensure that cages and containers are cleaned regularly and that waste materials are removed and disposed of in an appropriate manner.

(cf. 5141 - Health Care and Emergencies)

(cf. 5142 - Safety)

The teacher shall ensure that students receive instructions regarding the proper handling of and personal hygiene around animals.

(cf. 5141.22 - Infectious Diseases)

Except for service animals, as defined below, all animals are prohibited on school transportation services. (Education Code 39839; 13 CCR 1216)

(cf. 3541.2 - Transportation for Students with Disabilities)

(cf. 5131.1 - Bus Conduct)

## Use of Service Animals by Individuals with Disabilities

For an individual with a disability, service animal means any dog that is individually trained to do work or perform tasks related to the individual's disability and for his/her benefit. For example, for an individual who is blind or has low vision, a service animal would mean a dog that helps him/her with vision, navigation, and other tasks; for an individual who is deaf or hard of hearing, a service animal would mean a dog that alerts him/her to the presence of people or sounds; and for an individual with psychiatric or neurological disabilities, a service animal would mean a dog that assists him/her by preventing or interrupting impulsive or destructive behaviors. (28 CFR 35.104)

Individuals with disabilities may be accompanied on school premises and on school transportation by service animals, including specially trained guide dogs, signal dogs, or service dogs. (Education Code 39839; Civil Code 54.2; 28 CFR 35.136)

(cf. 0410 - Nondiscrimination in District Programs and Activities)  
(cf. 3541.2 - Transportation for Students with Disabilities)  
(cf. 6159 - Individualized Education Program)  
(cf. 6164.6 - Identification and Education Under Section 504)

The Superintendent or designee may permit the use of a miniature horse as a service animal when the horse has been individually trained to do work or perform tasks for the benefit of an individual with a disability, provided that: (28 CFR 35.136)

1. The district's facility can accommodate the type, size, and weight of the horse.
2. The individual has sufficient control of the horse.
3. The horse is housebroken.
4. The horse's presence in the specific facility does not compromise legitimate safety requirements of the facility.

The Superintendent or designee may ask any individual with a disability to remove his/her service animal from school premises or transportation if the animal is out of control and the individual does not take effective action to control it or the animal is not housebroken. When an individual's service animal is excluded, he/she shall be given an opportunity to participate in the service, program, or activity without having the service animal present. (Education Code 39839; Civil Code 54.2; 28 CFR 35.136)



**MATTHEW P. JUHL-DARLINGTON**

Attorney at Law  
mdarlington@DWKesq.com

Chico

April 22, 2021

**VIA EMAIL**

Josh Peete, Superintendent  
Golden Feather Union School District  
11679 Nelson Bar Road  
Oroville, CA 95965  
Email: jpeete@gfusd.org

Re: 2021-22 Agreement for Professional Services

Dear Superintendent Peete:

In the more than four decades we have been providing legal advice and counseling services to California school and community college districts, we have never felt more honored to be your partner over this last year in achieving your mission – in the face of extraordinary challenges - to educate and prepare all children and young adults to be responsible, mindful citizens in the global marketplace of ideas. We remain your steadfast allies and will support you with our full range of expertise to adapt, pivot and adjust to whatever the impending “new normal” may be in order to provide quality education programs to millions of California students.

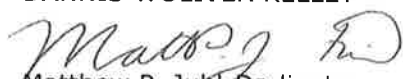
Attached is our Agreement for Professional Services for 2021-2022. In light of the economic uncertainty confronting us all, no changes have been made to the billing ranges. Individual attorney hourly rates, however, may be adjusted within the existing ranges.

We will continue to offer the Golden Feather Union School District efficient and prompt service and the highest quality legal advice and counsel you have come to expect.

We look forward to serving the District in the coming school year and continuing our mutually rewarding partnership. Please sign the attached Agreement, insert the date of Board approval, and return to the undersigned via email.

Best regards,

DANNIS WOLIVER KELLEY

  
Matthew P. Juhl-Darlington  
MJD:nm

DWK SF 975599v1

SAN FRANCISCO  
268 Bush Street, #3234  
San Francisco, CA 94104  
TEL 415.543.4111  
FAX 415.543.4384

LONG BEACH  
444 W. Ocean Blvd.  
Suite 1070  
Long Beach, CA 90802  
TEL 562.366.8500  
FAX 562.366.8505

SAN DIEGO  
750 B Street  
Suite 2600  
San Diego, CA 92101  
TEL 619.595.0202  
FAX 619.702.6202

CHICO  
2485 Notre Dame Blvd.  
Suite 370-A  
Chico, CA 95928  
TEL 530.343.3334  
FAX 530.924.4784

SACRAMENTO  
555 Capitol Mall  
Suite 645  
Sacramento, CA 95814  
TEL 916.978.4040  
FAX 916.978.4039

SAN LUIS OBISPO  
1065 Higuera Street  
Suite 301  
San Luis Obispo, CA 93401  
TEL 805.980.7900  
FAX 916.978.4039

BERKELEY  
2087 Addison Street  
2nd Floor  
Berkeley, CA 94704  
TEL 510.345.6000  
FAX 510.345.6100

www.DWKesq.com



## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into on April 22, 2021, by and between the Golden Feather Union School District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

**SCOPE OF SERVICES.** District appoints Attorney to represent, advise, and counsel it from July 1, 2021, through and including June 30, 2022, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

**CLIENT DUTIES.** District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, ensure access for Attorney to communicate with the District's governing board as appropriate, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

**FEES AND BILLING PRACTICES.** Except as hereinafter provided, District agrees to pay Attorney two hundred sixty-five dollars (\$265) to three hundred sixty dollars (\$360) per hour for Shareholders and Of Counsel; two hundred forty-five dollars (\$245) to two hundred ninety-five dollars (\$295) for Special Counsel; one hundred ninety-five dollars (\$195) to two hundred sixty dollars (\$260) per hour for Associates; and one hundred thirty dollars (\$130) to one hundred eighty dollars (\$180) per hour for Paralegals and Law Clerks. The rate for Gregory J. Dannis will be four hundred twenty-five dollars (\$425) per hour. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects, particular scopes of work, or for attorneys with specialized skills. The rates specified in this Agreement are subject to change at any time by Attorney by written notice to Client and shall apply to all services rendered after such notice is given. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of one-tenth (.1) of an hour, except for the first such advice in any business day, which is charged in a minimum of three-tenths (.3) of an hour. Actual travel time is charged at the rates above. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

**OTHER CHARGES.** District further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying charges (charged at \$0.10 per page), postage (only charged if in excess of \$1.00), and computerized legal research (i.e. Westlaw). Any discount received on computerized legal research is passed along to Client by Attorney. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise. Such expenses shall be provided at cost unless otherwise specified.

District further agrees to pay third parties, directly or indirectly through Attorney, for major costs and expenses including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of District and Attorney, District may either advance or reimburse Attorney for such costs and expenses.

Occasionally Attorney may provide District officials and/or employees with food or meals at Attorney-sponsored trainings or when working with District officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the District under this Agreement.

**BILLING STATEMENT.** Attorney shall send District a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. Upon District office's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request. District shall pay Attorney's statements within thirty (30) days after each statement's date.

**INDEPENDENT CONTRACTOR.** It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

**CONFLICT OF INTEREST.** In some situations, where Attorney has relationships with other entities, the Rules of Professional Conduct may require Attorney to provide disclosure or to obtain informed written consent before it can provide legal services for a client. Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other entities throughout California. The statutory and regulatory structure of the provision of education services results in many ways in which these entities interact which could result in a conflict between the interests of more than one of Attorney's clients. If Attorney becomes aware of a specific conflict of interest involving District, Attorney will comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

**TERMINATION OF CONTRACT.** District or Attorney may terminate this Agreement by giving reasonable written notice of termination to the other party.

**COUNTERPARTS.** This Agreement may be executed in duplicate originals, including facsimiles, each of which shall fully bind each party as if all had signed the same copy. Electronic copies of signatures shall be treated as originals for all purposes.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

GOLDEN FEATHER UNION SCHOOL DISTRICT

\_\_\_\_\_  
Josh Peete  
Superintendent

\_\_\_\_\_  
Date

DANNIS WOLIVER KELLEY

\_\_\_\_\_  
  
Matthew P. Juhl  
Attorney at Law

\_\_\_\_\_  
April 22, 2021

\_\_\_\_\_  
Date

At its public meeting of \_\_\_\_\_, 2021, the Board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.

CSEA Chapter #400  
11679 Nelson Bar Road  
(Temp Location @ Spring Valley School)  
Oroville, Ca. 95965

## CSEA Chapter #400 August 31, 2021

|          |                |                 |
|----------|----------------|-----------------|
| Members: | President      | Teresa Mason    |
|          | Vice President | Jordan Huff     |
|          | Secretary      | Rachelle Klobas |
|          | Treasurer      | Jennifer Napoli |
|          | Members        | Lynnette Mack   |
|          | Member         | Lou Uradzionaek |

On this day CSEA Chapter #400 voted unanimously to ratify the new contract in agreement with Golden Feather Unified School District.

**AGREEMENT BETWEEN THE  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
CHAPTER #400  
AND  
GOLDEN FEATHER UNION SCHOOL DISTRICT  
July 1, 2021– June 30, 2024**

## TABLE OF CONTENTS

|               | PAGE |
|---------------|------|
| ARTICLE I     | 3    |
| ARTICLE II    | 3    |
| ARTICLE III   | 4    |
| ARTICLE IV    | 5    |
| ARTICLE V     | 6    |
| ARTICLE VI    | 7    |
| ARTICLE VII   | 10   |
| ARTICLE VIII  | 12   |
| ARTICLE IX    | 12   |
| ARTICLE X     | 14   |
| ARTICLE XI    | 19   |
| ARTICLE XII   | 21   |
| ARTICLE XIII  | 25   |
| ARTICLE XIV   | 26   |
| ARTICLE XV    | 27   |
| ARTICLE XVI   | 27   |
| ARTICLE XVII  | 28   |
| ARTICLE XVIII | 31   |
| ARTICLE XIX   | 33   |
| ARTICLE XX    | 34   |
| APPENDIX A    | 36   |
| APPENDIX B    | 38   |
| APPENDIX C    | 39   |
| APPENDIX D    | 40   |

ARTICLE I  
AGREEMENT

- 1.1 The Articles and Provisions contained herein constitute a bilateral Agreement by and between the Governing Board of the Golden Feather Union School District ("District") and the California School Employees Association and its Golden Feather Chapter #400 ("CSEA").
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540 - 3549 of the Government Code (ACT).

ARTICLE II  
RECOGNITION

- 2.1 The District confirms that the California School Employees Association is the exclusive representative for a unit that:
- 2.2 **INCLUDES:** All classified employees with probationary and permanent status within the classifications specified in the attached Appendix "A". Part-time playground positions shall be included in the unit.
- 2.3 The unit **EXCLUDES:** All management, confidential and certificated employees. Supervisory employees may be included in the unit by mutual agreement between the District and CSEA.
- 2.4 Newly created classified positions not currently contained in Appendix "A" shall be included in the unit unless excluded by applicable law or by mutual agreement between the District and CSEA. Any disputes concerning such newly created positions shall be referred to the Public Employment Relations Board for resolution.

## ARTICLE III

### DEFINITIONS

- 3.1 "Association" or "CSEA" shall mean the employee organization recognized by the District as the exclusive representative for the unit of employees covered by this Agreement.
- 3.2 "Unit Member" or "Employee" shall mean those full or part-time members of the classified service for whom CSEA is recognized as the exclusive representative.
- 3.3 "District" means the Golden Feather Union School District.
- 3.4 "Board" means the Governing Board of the Golden Feather Union School District.
- 3.5 "Regular Employee" means an employee who has probationary or permanent status.
- 3.6 "Probationary Employee" means an employee who has been appointed to a regular position by the District and is in a working test period during which he/she is required to demonstrate fitness for the position by actual performance of the required duties. An employee who holds more than one position may be permanent in one and probationary in another.
- 3.7 "Permanent Employee" means an employee who has completed a probationary period in a regular position in the classified service.
- 3.8 "Regular Hours" means those hours which are created by the Governing Board and which are indeterminate in duration. Excluded from this definition are those hours that are short-term, overtime or extra hours.

This definition shall not preclude the application of Education Code Section 45137 to a regular employee for the purpose of pro-rating fringe benefits.

- 3.9 Except as provided in Article VI, Section 1, "Hire Date" is the date that a unit member was employed in probationary status in a particular classification. Hire dates are to be used to determine matters as specified herein.
- 3.10 "Classification" shall be construed to mean that each position in the classified service shall have a designated title and a statement of the specific duties required to be performed clearly defining responsibility and authority, in accordance with Education Code Section 45101 (a).
- 3.11 Anniversary Date - An anniversary date is the date upon which an employee is first classified a regular employee. Anniversary dates are to be used to establish seniority and retirement eligibility.

## ARTICLE IV

### ASSOCIATION RIGHTS

- 4.1 The CSEA shall have the privilege of posting notices of matters of concern to unit members on bulletin boards at least one of which shall be made available in each school building in areas frequented by unit employees. The CSEA may use the District mail service and employee mailboxes for communications to unit employees. The Superintendent will be kept on the chapter mailing list for all general communications.
- 4.2 The Association shall have the right of access to areas in which employees work. All Association business, discussion and activities shall be conducted in such a way which will not interfere with school programs. Association representatives who are not employed by the District shall follow District procedures upon arrival at a school campus.
- 4.3 When not otherwise in use, the Association may use District facilities and buildings, without cost, for the purpose of meetings concerned with the exercise of rights guaranteed by the Educational Employment Relations Act. District policies regulating the use of facilities buildings must be followed.
- 4.4 Names, addresses and listed telephone numbers of all unit members shall be made available to the CSEA.
- 4.5 A copy of the contract shall be duplicated by the District and distributed to all unit members.
- 4.6 Restriction on Contracting Work - During the life of this agreement, the District agrees that it will not contract work which has been customarily and routinely performed, or is performable, by classified employees of the District within the bounds of their job description, so as not to displace bargaining unit employees.



## ARTICLE V

### ORGANIZATIONAL SECURITY

#### 5.1 Membership and Dues Deduction:

5.1.1 A CSEA representative shall distribute CSEA-supplied membership applications to new hires. The District or CSEA shall provide a jointly-agreed letter to new hires and anyone asking about *Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al.*, 585 US \_\_ (2018), expressing District's desire to work cooperatively with CSEA due to its professionalism and strong support for increased school funding. District shall refer all employee questions about CSEA or dues over to a CSEA chapter officer or Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause. This agreement shall satisfy District's duty to bargain effects of *Janus* decision.

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

5.1.3 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

#### 5.2 Dues Deduction:

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

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

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

5.2.4 There shall be no charge by the employer to CSEA for regular membership dues deductions.

### 5.3 Membership Information

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

5.3.2 The District shall share with CSEA all CSEA related public records act requests.

### 5.4 Hold Harmless Provision:

5.4.1 CSEA agrees to reimburse the District, its officers and agents for all legal fees and legal costs incurred after notice to CSEA in defending against any court or administrative action challenging legality of the organizational security provision of this agreement or the implementation thereof.

5.4.2 CSEA agrees to reimburse the District, its officers and agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organizational security provisions of this agreement or the implementation thereof, provided the District, or any other party claiming reimbursement, has complied with the terms of this Article and promptly notified CSEA of its awareness of such an action.

## ARTICLE VI

### EMPLOYEE WORK PERFORMANCE AND EVALUATION PROCEDURE

#### 6.1 Probationary Period

- a. The probationary period for classified positions shall be six (6) months. If a substitute or short-term employee subsequently receives a probationary appointment, he/she shall receive up to six (6) months credit towards the probationary period for any month during the preceding six (6) in which service in the same classification was rendered on at least eighty (80) percent of the working days.
- b. The date of hire shall be the first day of service as a probationary employee.

#### 6.2 Employee Work Performance Evaluation Procedures

- a. Evaluation Scheduling: The performance of all bargaining unit members shall be evaluated at least twice during the probationary period. The first evaluation shall be completed by the end of the second month of employment. The second evaluation shall be completed prior to the end of the fifth month. Thereafter,

evaluation shall be done annually, in writing, by the appropriate evaluator on the evaluation form in Appendix D.

- b. **Evaluation Procedure:** Evaluations shall be based on direct observation. While input into evaluations may be sought by the evaluator, no evaluation shall be based solely on hearsay. If the employee needs any resources to succeed, including but not necessarily limited to equipment, materials or training, they will be provided within reason and in a timely fashion.
- c. **Evaluation Review and Response:** The employee shall have the opportunity to review and discuss his/her evaluation with the evaluator. The form shall be signed and dated by the evaluator and the employee. Three copies shall be provided, one for the employee, one for the District and one for the evaluator's working files. Signature by the employee of the evaluation document does not indicate agreement with the content. If the employee is in disagreement with the evaluation, he/she has the right to attach a written response to the evaluation within a ten (10) day period following receipt of the evaluation. Further, the employee has the right to meet and discuss his/her response with the evaluator.
- d. **Improvement of Employee Performance:** Any permanent employee whose work needs improvement will be so notified. The supervisor will advise the employee of the deficiency review procedure to follow. The deficiency review shall consist of observation followed by a formal evaluation, utilizing the appropriate district form. The evaluation shall report the employee's work performance over a period of one (1) month. Attention will be paid to the review of deficiencies and subsequent progress of lack of progress in correcting these deficiencies within the allotted one (1) month time frame. The employee shall be presented with the evaluation report in any employee/evaluator conference. A copy of each signed evaluation shall be forwarded to the District Office to be placed in the employee's personnel file.
- e. An employee shall have the right to union representation at any evaluation meeting.
- f. The content or substance of the evaluation shall not be subject to the Grievance Procedure.

### 6.3 Personnel Files

- a. An employee may inspect material in his/her personnel file that may serve as the basis for affecting the status of his/her employment except materials that were:
  - (1) obtained prior to his/her employment, or
  - (2) prepared by identifiable examination committee members, or
  - (3) obtained in connection with a promotional examination

- b. An employee may inspect such material in his/her personnel file, with the exception of the above-specified items, during the normal business hours of the District Office at times mutually agreed upon between the employee and the Superintendent/Principal. Such inspection shall take place under the supervision of the Superintendent/Principal or designee. Association representatives may so inspect an employee's personnel file with the written authorization of the employee.
- c. No materials of a derogatory nature, except the above specified items, may be placed in an employee's personnel file without allowing the employee an opportunity to review and comment thereon during a ten (10) day working period. An employee shall have the right to enter, and have attached to any derogatory statement, his/her own comments thereon. The review and comment upon materials of a derogatory nature shall take place during the normal business hours of the District Office and at times when the employee can be spared from duty, as determined by the Superintendent/Principal or designee. The employee shall be released from duty for a reasonable period of time without loss of pay. The employee shall submit a request in advance to the Superintendent/Principal or designee to leave the normal place of work during assigned duty times for such review and comment.
- d. All materials placed in an employee's personnel file shall be dated and signed by the contributor.
- e. The official personnel file of each unit member as referred to in this Section shall be kept in the District Office, and shall be maintained in confidence.
- f. Access to personnel files shall be limited to the Superintendent/Principal and designees, who may share the contents with the entire Board of Trustees as necessary. Individual members of the District Board of Trustees may not have access to an employee's personnel file.
- g. At the written request of the unit member, derogatory materials shall be sealed in the personnel file after remaining in the file for a period of two (2) years. Said materials may be unsealed for the following reasons: a court order; introduction of evidence in litigation; as part of an investigation by a State or Federal administrative body or agency; use in the penalty phase of a disciplinary appeal hearing.

## ARTICLE VII

### PAY AND ALLOWANCES

- 7.1 Regular Rate of Pay - Each employee in the bargaining unit shall be paid in accordance with their placement on the salary schedule, which is Appendix "A".
- a) Salary Schedule Step Increases: All salary schedule step increases shall be made on July 1. Any employee hired on or before March 1 of the immediately preceding school year shall be eligible for such increase. An employee hired between March 1 and June 30 shall not be eligible for such increase until July 1 of the following year.
  - b) Paraeducators: All Paraeducators shall meet state and federal requirements. All Paraeducators will be placed on Range D Step 1 unless the new hire has experience in the same classification in another school district. The newly hired Paraeducator will be credited up to 5 years of experience in the classification if documentation is provided to GFUSD at the time of hire.
- 7.2 Increased Cost of Benefits - The parties acknowledge that increased benefit costs are a form of compensation.
- 7.3 Minimum Call in Time - Any employee called into work on a day the employee is not scheduled to work, shall receive a minimum of two (2) hours compensation at the appropriate rate of pay. An employee called back to work after completion of his/her regular assignment, shall be compensated for at least one (1) hour at the appropriate rate of pay, irrespective of the actual time worked if less than one (1) hour.
- 7.4 Weekend Work - An employee, scheduled in advance by the District to work on a weekend, shall receive a minimum of four (4) hours pay at the appropriate rate irrespective of the actual time worked.
- 7.5 Working Out of Class Pay - The classified employee working out of their regularly assigned class shall be compensated at either the first step of the out of class range or their current salary step, whichever is greater.
- 7.6 Field Trips - Field trips and other extracurricular trips will be made available to all drivers on a rotational basis. The driver shall be compensated from the checkout through clean up. The driver will be paid time and a half up to a total of eight (8) hours. On overnight trips, the driver will receive a per diem allotment equal to lodging and meals in accordance with Article 8.5 a. In the event the driver should be asked to perform any duties not normally part of transporting children, the driver will be given a five-day notice for purposes of considering the advisability of accepting the trip.

- 7.7 Employee In-service Training - The District and the Association agree that on-going training programs benefit both the employee and the District. The District agrees to provide reasonable release time for mandated training. The District further agrees to release the employee for district mandated training for the maintenance of any required certifications in the District.

Should the state mandate any other in-service training, the District agrees to meet with the Association to address such requirements.

7.8 Natural Disaster

7.8.1 CSEA and the District agree that there are occasions when, for reasons beyond a unit member's control, a unit member may find it difficult, if not impossible to report to work. Such circumstances include, but are not limited to, such natural disasters as heavy rains which cause local flooding, snowstorms, extremely high winds, fire, and earthquakes. These natural occurrences can temporarily prevent a unit member from getting to his/her regular assigned position and/or can cause cancellation of school.

7.8.2 In the event that school is in session but the employee is unable to get to his/her assigned school or site because of any of the aforementioned causes, the employee shall be allowed up to three (3) days for paid Natural Disaster Leave for such purposes. Should a disaster extend beyond three (3) days, the employee will be allowed an additional three (3) days leave which will be charged against the employee's accumulated Sick Leave. Additional leave may be granted by administration based on state/local authorities.

7.8.3 Unscheduled School Closures – In case of an emergency whereby classes must be canceled, the Superintendent will initiate the **Emergency All-Call / All-Text system**.

On those days of school closure the following provisions shall apply:

- a. Employees who do not report to work shall be paid at their regular rate of pay for the day
- b. When an employee is required to work during an emergency school closure, he/she shall be entitled to an additional vacation day, to be used during the same fiscal year on a day per day basis.
- c. In the event that the District subsequently schedules an additional "make-up" day(s) as a result of the emergency school closure, all employees called in to work that day shall be paid at the appropriate rate of pay.

7.8.4 In the event of a natural disaster during regular school hours, the employee shall comply with all District policies and regulations, Education Codes, and Health and Safety Codes related to employee duties and responsibilities.

## ARTICLE VIII

### EMPLOYEE EXPENSES AND MATERIALS

- 8.1 Physical Examinations - The District agrees to provide the full cost of any medical examinations required as a condition of employment or continued employment. The District has the right to specify the physician.
- a. The District agrees to pay the full fees/costs for the every two year required bus driver physical with each increase negotiated yearly. The District has the right to specify the physician.
  - b. Drug Testing shall be pursuant to Board Policy BP/AR 4112.42 (a), 4212.42 and 4312.42.
  - c. T.B. Tests - The District shall reimburse the employee at the rate of the current County fees/costs for the required testing. All classified employees are required to be tested every four years, with the exception of cafeteria workers who are required to have a TB test yearly. If the employee chooses to use their own physician, the employee will only be reimbursed the amount of the County fees; thus the employee will absorb the cost difference.
- 8.2 Automobile Mileage Expense Reimbursement - A unit member who is authorized in advance by the immediate supervisor to use his/her automobile in the performance of duties shall be reimbursed at the current rate recognized by the Internal Revenue Service. To be eligible for such mileage reimbursement, an employee must follow District approval and claims procedures.
- 8.3 Expense Reimbursement
- a. A unit member who has received the prior authorization of the District shall be reimbursed for the actual costs of meals (not to exceed \$25 for dinner, \$15 for lunch, and \$10 for breakfast) and lodging incurred while in the performance of duties.
  - b. To be eligible for such expense reimbursement, the employee must follow District claim procedures.

## ARTICLE IX

### VACATION PLAN

- 9.1 Eligibility - All unit employees shall earn paid vacation time pursuant to this article. Vacation benefits are earned on a fiscal year basis, July 1-June 30.
- 9.2 Paid Vacation - Paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. If, for any reason, a classified employee is not permitted to take all or any part of his/her annual vacation, the amount not taken

shall, at the option of the employee, be accumulated for the use in the following year or be paid in cash.

9.3 Holiday - When a holiday falls during the scheduled vacation of any unit employee, such holiday shall not be charged against the employee's vacation balance.

9.4 Vacation Scheduling - Vacations shall be scheduled in advance at the time requested by an employee, insofar as practicable, within the District's work requirements. Vacation shall not be scheduled during the first six (6) months of employment, but usage may be approved by the Superintendent under appropriate circumstances. If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest seniority shall be given his/her preference.

9.5 Vacation Accumulation

**a. Vacation Accumulation for all full-time employees**

**From the first month to the seventh (7<sup>th</sup>) year of service, vacation time shall be earned and accumulated at the rate of 5/6 days vacation for each month of service.**

**Commencing with the eighth (8<sup>th</sup>) year of service, vacation shall be earned and accumulated at the rate of 1 ¼ days of vacation for each month of service.**

**From the (10<sup>th</sup>) to fifteenth (15<sup>th</sup>) year of service, add on (1) day per year.**

**b. Accumulation for all regularly employed part-time employees** – All part-time employees employed for fewer than 35 hours per week will be pro-rated.

9.6 Vacation Pay - Pay for vacation days for all unit employees shall be the same as that which the employee would have received had he/she been in a working status (overtime and extra hours excluded).

9.7 Vacation Pay Upon Termination - When a permanent bargaining unit employee is terminated for any reason, he/she shall be entitled to all vacation pay accrued and not used up to and including and not used up to and including the effective date of the termination.

9.8 Vacation Postponement - If a unit employee's vacation becomes due during a period when he/she is on leave due to illness, or injury, he/she may request that his/her vacation date be changed and the District shall grant such a request in accordance with vacation dates available at that time.



9.9 Deferring Vacation - The employee may request in writing to defer or carry over one (1) week of his/her vacation into the following fiscal year in order to accommodate special plans.

a. Vacation, which has been deferred from the previous year, must be used during the following year. Maximum number of days will be limited to no more than five (5) days, non-accruable.

## ARTICLE X

### LEAVES

#### 10.1 Bereavement Leave

- a. Duration: Each unit member shall be granted leave without loss of pay in the event of a death in his/her immediate family. Such leave shall continue for a reasonable period of time, except that in no event shall such leave be more than five days.
- b. Immediate Family: The immediate family is defined as:
  - i. The mother, father, grandmother, grandfather, brother, sister or grandchild of either the employee or the employee's spouse, or
  - ii. The spouse, domestic partner, son, son-in-law, daughter, daughter-in-law of the employee, or
  - iii. Any relative living in the immediate household of the employee.
- c. Additional Time Off: Additional time off, with pay, may be granted by the District when an employee's emotional condition warrants such consideration; however, such additional time off shall be subtracted from the employee's sick leave, or in the event the employee has no accumulated sick leave, then the additional time off shall be subtracted from accumulated vacation.

10.2 Jury Duty - An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee the difference, if any, between the amount received for jury duty (excluding reimbursed expenses) and the employee's regular rate of pay.

#### 10.3 Sick Leave

- a. Unit members employed five (5) days a week shall be entitled to one (1) day leave of absence for illness, injury, or personal necessity with full pay for each month of employment. **(Board Approved 06/18/08)**

- b. Employees employed for less than five (5) days a week and/or less than a full fiscal year are entitled to Sick Leave as follows:
1. A unit member employed five (5) days a week who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days of Sick Leave as the number of months he/she works bears to twelve (12).
  2. A unit member employed less than five (5) days a week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days of Sick Leave the number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of Sick Leave to which they are entitled.
- c. During any calendar year, unit members are entitled to use up to six (6) days of their accumulated Sick Leave to attend to an illness of a child, parent, **mother-in-law or father-in-law**, spouse, or **domestic partner** of the employee. For purposes of this provision, a "child" is defined as a biological, foster or adopted child; a step child, a legal ward or a child of a person standing in loco parentis, **or a domestic partner's child**; a "parent" is defined as a biological, foster or adoptive parent; a stepparent or a legal guardian, **or domestic partner's parent**. All conditions and restrictions regarding the use of Sick Leave shall also apply to this Article. **(Board Approved 06/18/08)**
- d. Unit members may accumulate unused Sick Leave without limitation.
- e. The District may require as a condition of payment of Sick Leave, appropriate verification of any absence of more than three consecutive workdays or in the event the District suspects abuse of Sick Leave.
- f. Employees shall notify their immediate supervisor or designee as far in advance as possible of taking Sick Leave and as far in advance as possible of returning to work after Sick Leave, pursuant to District policies.
- g. Employees returning to work from Sick Leave after surgery or serious illness, upon request of the District, must provide a doctor's release, certifying medical permission to return to work.
- h. When an employee's employment terminates and more Sick Leave has been used than earned, the amount used but not earned shall be deducted from the final pay warrant.
- i. Unit members are entitled to use Sick Leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions governing leaves of absence for other illness or medical disability. Such leave shall not be used for childcare, child rearing, or preparation

for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician, provided that such verification clearly demonstrates to the District that such leave is solely for disability and not for purposes of childcare or other non-disability purposes.

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

#### 10.4 Industrial Accident and Illness Leave

- a. Unit members are eligible for leave of absence because of industrial accident or illness of up to sixty (60) workdays in one (1) fiscal year for the same accident or illness.
- b. Leave of absence under this provision shall not be accumulated from year to year. When the Industrial Accident or Illness Leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due to him/her for the same illness or injury.
- c. Employees shall be paid such portion of the salary due them for any month in which absence occurs as, when added to the temporary disability indemnity under the California Labor Code will result in payment to them of not more than their full salary.
- d. Leave of absence applied for under this provision shall be reduced by one (1) day for each day of authorized absence, regardless of a temporary disability indemnity award to the employee.
- e. Industrial Illness and Accident Leave is to be used in lieu of Sick Leave. When entitlement of Industrial Illness and Accident Leave has been exhausted, entitlement to Sick Leave shall then be used. If an employee is receiving a temporary disability indemnity, the employee shall be entitled to utilize only so much of his/her accumulated Sick Leave and Vacation Leave, which when added to his/her temporary disability indemnity, will result in a payment of no more than the full salary. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District in turn shall issue the appropriate salary warrants for payment of salary and shall deduct normal retirement and other authorized deductions.
- f. Unless travel outside of California is authorized by the Governing Board, employees receiving benefits under this Article shall remain in the State of California.

- g. The District may require a written statement from a physician verifying any employee's absence under this leave and his/her ability to return to work. Upon such verification to return to work from an absence under this leave, an employee shall be entitled to return to his/her position or to an equivalent position.
- 10.5 Personal Necessity Leave- Unit members **have available a total of twelve (12) days** of personal necessity leave each **school year**. *The first two (2) days, one of which will be a Floating Holiday, will not affect any other leave status and will not be cumulative from year to year. The remaining ten (10) days will be charged against the employee's unused sick leave and are contingent upon the availability of accumulated sick leave. These remaining ten (10) days, if unused, will accumulate as sick leave, but shall not accumulate as Personal Necessity Leave. (Board Approved 06/18/08)*
- a. An additional ten (10) days of personal necessity leave will be allowed for personal emergencies. This additional leave shall be charged against the employee's accrued sick leave. Reasons for additional personal necessity leave must be presented in writing to his/her immediate supervisor and/or the Superintendent.
- 10.6 Child-Rearing Leave - Child-Rearing Leave: An employee who is the natural or adoptive parent of a child shall be entitled to an unpaid leave of absence for the purpose of rearing his/her child. Such leave shall be for a maximum of six (6) months and shall be granted upon giving the District four (4) weeks notice prior to the anticipated date on which the leave is to commence.
- 10.7 General leave - When no other leaves are available, a permanent employee may apply for a general leave of absence without pay. The authority to grant a general leave of absence, not to exceed five (5) workdays, rests with the Superintendent. The authority to grant a general leave in excess of five (5) workdays rests with the Governing Board. The granting of any general leave is at the discretion of the District.
- 10.8 Leave at Difference Pay - Up to a total of five (5) additional days of personal necessity leave shall be granted an employee. Such leave shall be on difference pay basis with the employee receiving the difference between his/her salary and the amount paid the substitute. The Superintendent may request an explanation as to the nature of the personal necessity.

The employee shall not have to have prior approval of the leave for the following reasons:

- a. Death or serious illness of a member of employee's immediate family.
- b. Accident involving employee's person or property of the person or property of a member of his/her immediate family.

The five (5) days of personal necessity leave at difference pay are non-accumulative and do not accrue from year to year.

- 10.9 Uncompensated Leave of Absence- A unit member may request an uncompensated leave of absence for such thing as continuing his/her education, seeking other employment, restoring his/her health, or other reasons determined to be reasonable by the Board. The District shall determine the merits and disposition of such a request as they relate to the needs of the District.
- a. A written request for an uncompensated leave shall be made on or before May 1 of the year prior to the year for which the leave is requested. The written request shall be given to his/her immediate supervisor who will forward the request to the Superintendent.
  - b. The Board may grant a leave of absence for up to one (1) year. In no case shall a leave of absence be extended beyond one year, absent the approval of the Superintendent.
  - c. The employee on an uncompensated leave shall notify the District on or before March 1 of the year in which they are on leave, of the unit member's intent to return to the District at the end of the leave. Failure to notify the District within the time period shall mean the employee no longer wished to continue in the employ of the District, and the employee may be terminated.
  - d. Upon returning to the District, the employee shall be offered the position from which he/she has been absent, or a similar position without loss of pay. Time on an uncompensated leave shall not count as service time for purposes of salary placement, nor shall it be counted as time served for purposes of seniority.
  - e. While on uncompensated leave, the employee may request and be granted a continuance of his/her insurance benefits provided the employee on such leave bears the full premium costs of the continued benefits.

10.10 Family And Medical Care Leave (unpaid)

- a. Unit members who have been employed by the District for at least twelve (12) months and who have been employed for at least 1,250 hours of service during the preceding twelve (12) month period are eligible for unpaid Family and Medical Care Leave, pursuant to applicable State and Federal law and Board policies. Except in the case of pregnancy disability, this leave shall run concurrently with all other paid leaves.
- b. Current law provides for unpaid leave of up to twelve (12) weeks which may be used for an employee's serious health condition; the birth, adoption or foster placement of a child of the employee and to care for a newborn; or the care of the employee's child, spouse or parent with a serious health condition.

- c. During this unpaid leave, the District will continue its regular payment of group insurance premiums.

## ARTICLE XI

### JOB VACANCIES

- 11.1 Vacancy Notification - The local CSEA president shall be notified of all bargaining unit vacancies at least five (5) days prior to the filling of the position; exceptions will be made for emergencies.
- 11.2 Notice Contents The job vacancy notice shall include: the job title, a brief description of the position and duties, the assigned job site, the number of hours per day, the regular assigned work shift times, the regular assigned days per week and months per year, the salary range and the application deadline.
- 11.3 Filing - Any employee may file for the vacancy by submitting written notice to the Superintendent within the filing period. Any employee on leave, layoff, or vacation may authorize his/her Job Representative to file on the employee's behalf.
- 11.4 Promotion - The District shall attempt to promote from within the bargaining unit. In the event a unit member is not selected to fill the vacancy, he/she shall be entitled to a conference, upon request, with the Superintendent.
- 11.5 Appeal of Immediate Supervisor's Decision - In the event the employee is not asked to fill the vacant position, the most senior employee applying for the vacancy may, within five (5) working days, appeal the supervisor's decision relative to the vacancy to the Superintendent. The Superintendent will meet with both affected parties, listen to arguments from each, and will render a decision in writing within five (5) working days. Should the employee not be satisfied with the decision of the Superintendent, the employee may appeal in writing to the Board of Trustees for the District.

The Board shall, at the next regular meeting, meet with the affected employee and the supervisor in closed session. After hearing arguments from both parties, the Board shall render a decision that will be binding on both parties.

The District agrees not to fill the vacancy during the time of the appeal process. The District does reserve the right to hire a substitute to fill-in while a decision is being made.

- 11.6 Trial Period - A permanent employee who moves to another classification shall satisfactorily complete a trial period not to exceed six (6) months; if the evaluations during the period show unsatisfactory performance, the employee will be permitted to return to his/her former classification.

11.7 Probationary Employee - If there are no permanent employees in the bargaining unit who qualify for the job vacancy, then a probationary employee may apply. However, if a probationary employee is selected for the vacancy, he/she shall serve an entire six (6) month probationary period in the new classification.

11.8 Voluntary Reassignment –

- a. A voluntary reassignment is an employee-initiated request for a change in his/her current classification to a new classification.
- b. Consideration for a voluntary reassignment shall be based on needs of the District.
- c. Should the position for which an employee has made a request for voluntary reassignment be an assignment that carries a lower pay rate, or be fewer hours than the employee's current assignment, the employee shall be compensated at the rate and time for which he/she has applied, not at his/her current rate of pay.
- d. If a voluntary reassignment is denied, and upon written request from the employee, the specific reasons shall be provided the employee for the denial within ten (10) days.

11.9 Involuntary Reassignment:

- a. An involuntary reassignment is a District initiated change in assignment either within the employee's classification or in a different classification.
- b. The involuntary reassignment will be based on the needs of the District and the employee's ability to perform the requirements of the new position. The involuntary reassignment shall not be punitive or disciplinary in nature.

Except in disciplinary cases, the Superintendent shall seek volunteers before implementing involuntary reassignment. If there are no volunteers, the Superintendent will first consider seniority in determining whether to reassign the most junior person in the affected class.

- c. The employee to be involuntarily reassigned shall be given the opportunity to meet with the Superintendent, and/or designee, to discuss the reasons for the transfer prior to the implementation of the reassignment. The employee shall be given the reasons no less than ten (10) working days prior to the end of the school year. Exceptions to this timeline may be made if there are changes or other District needs as determined by the Superintendent.
- d. Except in the event of a layoff pursuant to Article XII or disciplinary action pursuant to Article XIII, an involuntary reassignment shall not result in loss in hours or rate of pay.
- e. If a vacancy occurs from which the employee was involuntarily reassigned, the employee shall be notified in writing by certified mail and shall have the option to return to his/her original classification.

- f. Should an employee choose not to return to his/her original assignment, then the reassignment will be considered voluntary and the employee shall receive the compensation commensurate to his/her new classification.

11.10 Increase in Hours - When the Governing Board determines that additional hours of employment are to be created on a regular basis, interested part-time employees may apply.

- a. Different Classification: In considering such applicants, the District shall use the following criteria in making its selection.

1. Seniority
2. Training and experience which related to the position
3. Evaluations and recommendations
4. Program needs which shall include both school and students needs
5. Interview

Items 1 through 5 above are progressive in nature, and not every step must be afforded to every applicant. Hire date seniority will prevail if more than one candidate has applied and all other qualifications appear to be equal.

- b. Same Classification: Except as noted below, the District shall offer the hours to the most senior (District wide) employee, provided the increase can be accommodated in their existing schedule.

The Superintendent may determine, based upon efficient District operation that the increase should be granted to the most senior site employee. If so, written notice shall be provided to the CSEA Chapter President. If requested, a conference shall be held between CSEA and the Superintendent. CSEA may grieve the Superintendent's decision on this matter directly to the Governing Board in accordance with Level III of the Grievance Procedure, Article XIV.

## ARTICLE XII

### LAYOFF AND REEMPLOYMENT

#### 12.1 Definitions

- a. "Classification" means a particular employment listed in Appendix "A".
- b. "Class" means a group of classifications within a job occupational family that have common characteristics, as listed in Appendix "C".
- c. "Length of Service" means date of hire in a probationary status.



- 12.2 Layoff Procedures - Unit members shall be subject to layoff for lack of work or lack of funds. Layoff includes any reduction in hours of employment or assignment to a classification with a lower salary range than that in which the employee has permanence, voluntarily consented to by the employee (pursuant to Article 12.2.3), in order to avoid interruption of employment by layoff.
- a. This provision shall not be construed as giving the District the right to reduce the hours of employment of unit members, except by application of the provisions of Article 12.2.3.
  - b. The decision for any other reduction of hours of employment of unit members shall be the subject of meeting and negotiating between the parties of this Agreement.
- 12.3 Order of Notice of Layoff -
- a. The order of notice of layoff within the classification affected shall be determined by length of service. The employee who has the shortest length of service in the classification, plus classifications(s) with a higher salary range in other classes, shall be notified of layoff first, except as provided herein.
  - b. Notwithstanding the above, it is agreed and understood that the District has the right to discontinue a function or service performed by a particular position within a classification.
  - c. In the case of two (2) or more employees having identical seniority, the seniority shall be determined by lot. Lot is defined as "one of a set of objects such as straws, stones, or pieces of paper that are randomly selected as part of a decision-making process."
- 12.4 Options of Employees Notified of Layoff - The District shall notify in writing an employee whose position has been eliminated that he/she must elect one of the following applicable options within five (5) working days of receipt of the notice. Upon request of the employee, the District shall meet with the unit member to discuss these options. In the event of such meeting, the unit member may have an additional five (5) working days to elect an option.
- a. Select a vacant position in the same class.
  - b. Displace a less senior employee from a remaining position in the same class.
  - c. Select in another class a vacant position in which the employee has previously served and for which the employee possesses the required licenses or certificates. This provision shall not apply if disciplinary action has been imposed on the employee (pursuant to Article XIII) while serving in this position.
  - d. Displace a less senior employee in another class from a remaining position in which the employee has previously served and for which the employee possesses the

required licenses or certificates. This provision shall not apply if disciplinary action has been imposed on the employee (pursuant to Article XIII) while serving in this position.

- e. Elect to be laid off.
- f. Elect a service retirement.
- g. Prior to any layoff, the District shall post a seniority list of affected unit members. The District shall also provide the Association with a copy of the seniority list.

12.5 Notice of Layoff - When as a result of the expiration of a specially funded program, unit members' positions must be eliminated at the end of any school year, and unit members will be subject to layoff for lack of funds, the unit members to be laid off at the end of such school year shall be given written notice on or before May 29 informing them of their layoff effective at the end of such school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, such notice shall be given not less than sixty (60) days prior to the effective date of their layoff, and informed of their displacement rights, if any, and reemployment rights.

- a. When, as a result of a bona fide reduction or elimination of the service being performed by any department, unit members shall be subject to layoff for lack of work, affected unit members shall be given written notice of layoff not less than sixty (60) days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights.
- b. Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of unit members, or layoff for lack of work resulting from causes not foreseeable or preventable by the Board of Trustees, without the notice required by aforementioned subsections.
- c. Simultaneous with the notice to the employee, the District shall provide a copy to the Association.

## 12.6 Reemployment

- a. Reemployment shall be in the reverse order of layoff. Employees who are laid off are eligible for reemployment in their former class in any position with equal or lower pay, for a period of thirty-nine (39) months, and shall be reemployed in preference to new applicants. In addition, such employees laid off shall have the right to apply for promotional positions within the District during the thirty-nine (39) month period.
- b. Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be granted the same rights as unit members laid off for a period of sixty-three (63) months, provided that the same tests of fitness under which they qualified for appointment shall still apply.

- c. Refusal of two (2) offers of reemployment to the class from which laid off shall cause removal from the list and loss of any reemployment rights. However, declining an offer of reemployment of fewer hours of employment than held at the time of layoff shall not constitute a refusal of employment. However, the person shall be reinstated on the list by providing the District a written request.
- d. Offers of reemployment shall be made either by personal service or via U.S. First Class Mail addressed to the last known address and shall include the specific vacancy and hours being offered, the rate of pay, level of benefits, a current job description, and a mechanism for acceptance or refusal of the offer of reemployment within the prescribed time limit, and a place for the unit member's signature. Failure to so reply within ten (10) working days from date of personal service or mailing of the offer of reemployment shall be deemed a refusal of that offer of reemployment. It is the responsibility of each person on a reemployment list to file with the District Office a current mailing address.
- e. A unit member who is laid off and subsequently rehired from a reemployment list shall have the same accrued Sick Leave balance as of the date of layoff when reinstated.
- f. Upon reemployment in the class in which laid off, a unit member shall be placed on the former step of the salary range. Notwithstanding the provisions of Appendix "A" of this Agreement, the unit member shall be eligible for advancement to the next step of the salary schedule on the first of the month after twelve calendar months after reemployment, less the months of paid service rendered after the previous step advancement.

12.7 Retirement and Layoff - Notwithstanding any other provisions of law, any unit member who was subject to being, or was in fact, laid off for lack of work or funds and who elected service retirement from the Public Employee's Retirement System (PERS), shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of the PERS of the fact that the retirement was due to layoff for lack of work or of funds. If the unit member is subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the PERS has properly processed his/her request for reinstatement from retirement.

## 12.8 General Provisions

- a. Vacation and compensatory time earned and unused at the time of layoff shall be computed and paid off with the final warrant due the employee.
- b. Upon request of the Association, the parties shall meet and negotiate concerning negotiable aspects of the impact of layoffs on bargaining unit members. However, it is agreed and understood that the District may implement layoffs pursuant to this Article even though such impact negotiations have not been completed

## ARTICLE XIII

### DISCIPLINARY ACTION

- 13.1 Exclusive Procedure - Discipline shall be imposed upon permanent employees only pursuant to this Article.
- 13.2 Disciplinary Procedure - Discipline shall be imposed on permanent employees only for just cause. An employee whose work conduct is of such character as to incur discipline shall first be specifically warned in writing by the supervisor. Such warning shall state the reasons underlying any intention the Supervisor may have of recommending any disciplinary action and a copy of the warning shall be sent to the President of the local chapter. The Supervisor shall give a reasonable period of advanced warning to permit the employee to correct the deficiency without incurring disciplinary action. The District shall not initiate any disciplinary action for any cause alleged to have arisen prior to the employee becoming permanent nor for any cause alleged to have arisen more than two (2) years preceding the date that the District files the notice of disciplinary action.

When the District seeks the imposition of any disciplinary punishment, notice of such discipline shall be made in writing and served in person or by registered or certified mail upon the employee. The notice shall indicate:

- a. The specific charges against the employee which shall include time, dates, and location of chargeable actions or commissions.
- b. The penalty proposed.
- c. A statement of the employee's rights to make use of the grievance procedure to dispute the charges of the proposed penalty. A copy of any notice of discipline shall be delivered to the President of the local chapter within twenty-four (24) hours after service on the employee. The penalty proposed shall not be implemented until the employee has exhausted his/her rights under the grievance article.

An employee may be relieved of duties, without loss of pay, at the option of the District.

- 13.3 Emergency Suspension - CSEA and the District recognize that emergency situations can occur involving the health and welfare of students or employees. If the employee's presence would lead to a clear and present danger to the lives, safety or health of students or fellow employees, the District may immediately suspend, with pay, the employee for three (3) days. No suspension without pay shall take effect until three (3) working days after service of a notice of suspension. During the three (3) days, the District shall serve notice and the statement of facts upon the employee, who shall be entitled to respond to the factual allegations supporting the emergency according to Grievance Procedure.

- 13.4 Disciplinary Grievance: Any proposed discipline and any emergency suspension shall be subject to the grievance procedure of this agreement.

## ARTICLE XIV

### GRIEVANCE PROCEDURE

- 14.1 Definitions - A Grievance is defined as any complaint of an employee, employees or CSEA involving the interpretation, application or alleged violation of the agreement, law, District policy, rule, regulation or practice.
- 14.2 Purpose - It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level. It is the intention of the parties to encourage as informal and confidential an atmosphere as is possible in resolving the grievance.
- 14.3 Informal Discussion - An aggrieved employee shall present, directly or through the President of the local chapter, the grievance to their immediate Supervisor. The grievance shall be clearly identified as a grievance and presented orally no later than fifteen (15) workdays after the grievant knew or, with the use of reasonable diligence, should have known of the event or circumstances occasioning the grievance. If the grievance is not satisfactorily adjusted at the informal discussion level, the grievant may proceed to Level I. If the immediate Supervisor has no authority to adjust the grievance, the Supervisor shall direct the employee to the appropriate individual. In such event, five (5) workdays shall be added to the timeline for informal discussion.
- 14.4 Level I - The formal written grievance shall be submitted to the immediate Supervisor of appropriate individual as noted in 3 above, no later than twenty-five (25) workdays after the response at the informal level. Within ten (10) workdays, the immediate Supervisor shall investigate and resolve the grievance to the satisfaction of both parties.
- 14.5 Level II - If the grievant is not satisfied with the decision rendered at Level I, or if no decision was rendered within ten (10) workdays, the employee may present a written appeal within five (5) workdays to the Superintendent.

Within ten (10) workdays the District representative shall investigate and resolve the grievance to the satisfaction of both parties. If a grievance is required to be submitted pursuant to 5.a., it shall also be submitted pursuant to 5.b. in accordance with the same timelines.

- 14.6 Level III - If no decision is rendered within ten (10) workdays, or if the grievance is not satisfactorily adjusted by the Superintendent, CSEA may submit the grievance in writing to the Board. The Board shall consider the matter at its next regular meeting. The President of the local chapter shall be notified, in writing, of the Board's decision within

ten (10) workdays. Failure to take action within sixty (60) calendar days of submission to the Board should be considered a decision in favor of the employee.

- 14.7 Employee - Processed Grievance: An employee covered by this agreement may present a grievance directly and have such grievance adjusted without intervention of CSEA as long as the adjustment is not inconsistent with the terms of the agreement. CSEA shall be provided copies of any grievance filed by employees directly and any responses by the District. Prior to any resolution of any grievance, CSEA shall be provided with a copy of the proposed resolution for review. CSEA shall be given an opportunity to file a written response to the proposed resolution. Any disagreement concerning whether the settlement is inconsistent with the terms of this agreement shall be subject to the grievance procedure.
- 14.8 Grievance File - All materials concerning an employee's grievance shall be kept in a file separate from the employee's personnel file. Action taken as a result of a grievance shall be placed in the employee's personnel file.
- 14.9 Workday - For the purpose of this Article, a workday is any day that the District Office is open for business.
- 14.10 Conference - At any level during the grievance procedure, either party shall have the right to request a conference with the other party.

#### ARTICLE XV:

#### WORKING CONDITIONS

- 15.1 Past Practices: All rules, policies and practices of the District, which are in effect at the time of this Agreement and which neither conflict with the terms of this Agreement or abridge the rights of the employees under this Agreement, shall remain in full force and effect unless changed by mutual Agreement of CSEA and the District.

#### ARTICLE XVI

#### SEVERABILITY

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

- 16.2 Replacement for Severed Provisions - In the event of suspension or invalidation of any article or section of the Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

## ARTICLE XVII

### EMPLOYEE BENEFITS

- 17.1 Health Insurance: The District shall provide each full-time bargaining unit member, plus their dependents; with District paid health insurance plans.
- 17.2 Pro-rated Entitlement: Part-time unit members may participate in the District group medical, vision, and dental plans, subject to the following:
- a. Upon proper application by a part-time unit member, the District shall pay a pro-rated portion of the premium. For each part-time employee who works an entire school year (August through June), the District shall pay a pro-rated portion of the premiums for July and August.
  - b. Employees who work less than 7 hours/day, their District paid benefit caps will be prorated, using 7 hours as the maximum FTE (Full Time Equivalency).
  - c. The difference in cost shall be the obligation of the subscriber, and shall be paid through payroll deduction each month with special provisions made for the summer months.
  - d. The decision to purchase insurance benefits shall be at the sole option of the part-time employee.
- 17.3 District Paid Retiree Benefits: District agrees to provide, during the life of this contract, medical insurance (health only) to a unit member that retires and eligible dependents who were covered during the unit member's last year of employment. The health insurance provided shall be the same as that which is provided to an active employee during the month of receipt. Insurance coverage shall be subject to the following conditions:
- a. The unit member must have served for at least ten (10) consecutive years as an employee in the Golden Feather Union School District;
  - b. The member must have reached a minimum age of 55;
  - c. District contribution shall cease upon the death of the retiree or at the end of the month in which the retiree reached the age of 65;

- d. A part-time employee who retires will receive District paid premiums provided the conditions set forth in Section (Article XVII, paragraph 3.), are met, on a pro-rated basis.

Number of Regular Compensated Hours in the year, excluding  
overtime, but including paid holidays, vacation and paid sick leave

2080

= Pro-Rata % Apportionment

This is contingent upon the employee paying for the remaining balance of the premium up to 100%.

- e. An employee who has been granted retirement benefits pursuant to this section (Article XVII, paragraph 3.), and who subsequently obtains employment outside the District with an employer that provides paid health insurance, shall be required to terminate the health insurance provided by the District. Said employee shall forfeit any and all rights to the benefits provided under this paragraph, irrespective of whether said employee continues to retain employment with employer providing health insurance benefits and shall in no event nor under any circumstances ever be entitled to reclaim any of the benefits provided for under this Agreement.
- f. An employee who has been granted retirement benefits pursuant to this section (Article XVII, Section 3), and who subsequently obtains employment outside the District with an employer that provides health insurance with a comparable level of benefits at (a?) cost equal to or lower than the District provided retirement benefits, shall be required to terminate the health insurance provided by the District. Said employee shall forfeit any and all rights to the benefits provided under this section, irrespective of whether said employee continues to retain employment with the outside employer providing health insurance benefits and shall in no event nor under any circumstances ever be entitled to reclaim any of the benefits under this Agreement unless he/she requalifies for them through reemployment by the District.
- g. The required District monthly obligation to a retiree under this Section (Article XVII, Paragraph 3.) shall not exceed the composite rate at the time of the employee's retirement.
- h. An employee who has met all the criteria set forth in this Article shall be entitled to the following option: Should the employee elect not to take the medical benefit, the employee, upon request to the District, may elect to receive a cash payment. The election of this option must be made at the same time as submission of letter of intent to retire and shall be irrevocable. Should the employee die prior to receiving the total amount due, the District shall not be required to continue payment beyond the date of the prior payment.

The amount of this cash payment shall be calculated as follows: One-half (1/2) the amount of the District premium contribution times the number of months between the



employee's actual retirement until age sixty-five (65). The District shall pay this cash benefit in equal increments over a three (3) year period should the employee be between the ages fifty-five (55) and sixty-two (62). The first payment will be due at the end of the fiscal year following the year in which the employee retired and annually at the same time for the succeeding two years. Employees who are sixty-three (63) or sixty-four (64) shall receive one payment at the end of the fiscal year following the year in which the employee retired. Payments made under this Agreement shall be subject to regular mandated deductions.

- 17.4 Employee Paid Retiree Benefits: A retired employee who is at least 55, but who is not eligible under Section 3 above, may participate, including their dependents, in the District health insurance plan (medical only) at their own cost by prepaying such premiums directly to the District Office financial secretary by the first of each month. Employees going on disability retirement will have the same privilege regardless of age. All employees, regardless of whether they were full-time or part-time, shall be eligible.
- 17.5 Supplemental Medicare Premium: On July 1 of each year, the District shall credit each retired employee over the age of 65 with a fixed dollar amount to be used for the purchase of supplemental medicare benefits.

The amount to be credited a full-time employee shall be \$600.00. For persons employed on a part-time basis at the time of retirement, this amount will be pro-rata apportionment. The apportionment shall be calculated as follows:

No. of Regular compensated Hours in the year, excluding overtime, but  
including paid holidays, vacation and paid sick leave

2080

=Pro-Rata % Apportionment

The retired employee shall be eligible for this benefit on year for each full year of employment with the District.

- 17.6 Definition of Retired Employee: As used in Sections 3., 4., and 5. of this Article, retired employee or retirees is not limited to a member of the Public Employees Retirement System. The provisions of Sections 3, 4, and 5 are not retroactive and shall only apply to employees who retire on or after April 15, 1985.
- 17.7 Increased Premium Costs:  
CSEA will be notified within thirty (30) days of any increase in premium costs, whenever the District is notified of such increase.

17.8 Transition Coverage:

- a. Pursuant to Federal Law (COBRA), an employee who terminates or is terminated (except for gross misconduct) is entitled to continue the group health plan coverage at the group rate for up to eighteen (18) months. Group health plan is comprised of the entire package of Health, Dental and Vision coverage.
- b. In certain circumstances, an employee's spouse, former spouse, or dependent child may have a right to continued coverage for up to thirty-six (36) months.
- c. All such continued coverage is at the sole cost of the employee or other qualified individual. Continued coverage may be subject to an administrative fee.
- d. This section is for information purposes only and is not subject to the grievance process.

*Board Approved American Fidelity 12/14/06*

ARTICLE XVIII:

HOURS OF EMPLOYMENT AND OVERTIME COMPENSATION

18.1 Work Week and Work Day

- a. For purposes of this Article, full-time employment within this bargaining unit consists of a forty (40) hour week rendered in units of eight (8) hours. The workweek shall consist of up to five (5) consecutive workdays for all employees rendering service averaging four (4) hours or more per day during the workweek.
- b. The workday and work week for all unit members shall be established and regularly fixed by the District. However, changes of more than one half hour in the starting time of an existing employee shall be subject to meeting and negotiating with the Association.
- c. The District retains the right to temporarily (in emergency or unusual circumstances) extend the regular workday or workweek of employees when it deems it necessary to carry out the District's business. The District shall provide the employee as much advance notice as possible.
- d. A part-time employee who is assigned by the District to work a minimum of thirty (30) minutes per day in excess of his/her regular assignment for a period of twenty (20) consecutive working days or more, shall have the basic assignment changed to reflect the longer hours for the purposes of fringe benefit proration. A part-time member who is temporarily assigned increased hours shall not gain the right to continue the increased hours after the termination by the District of such temporary assignment.

## 18.2 Meal Period

A non-compensated meal period of between thirty (30) and sixty (60) minutes shall be provided to all unit members who render service of at least six (6) consecutive hours. The length of the meal period shall be determined together by the employee and the supervisor. In so far as possible, the meal period should normally be taken at or about the midpoint of the employee's work shift.

## 18.3 Rest Period

A fifteen (15) minute compensated rest period shall be provided for unit members for each consecutive three (3) hour period of service. This rest period shall be taken at the direction of the supervisor at or near the mid-point of each such three (3) hour period of service.

## 18.4 Overtime Compensation

- a. It is the policy of the District to properly compensate classified employees for required services provided. The District shall not require, nor knowingly permit service to be performed for which appropriate compensation is not provided. Accordingly, employees shall not perform services beyond the normal assigned work hours without the approval and written authorization of the Superintendent/Principal or designee.
- b. Overtime compensation shall be provided employees who are directed by the immediate supervisor to work in excess of eight (8) hours in any one (1) day, or in excess of forty (40) hours in any calendar week.
- c. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, Sick Leave, vacation, compensatory time off, or other paid leave shall be considered as time worked by the employee. All time during which a unit member is directed and/or authorized by the immediate supervisor to be on duty and to perform service shall be considered as time worked.
- d. Unit members directed and/or authorized by the immediate supervisor and who provide service to the District for five (5) consecutive work days averaging four (4) hours or more per day shall be provided overtime compensation on the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) day following the commencement of the work week.
- e. Unit members directed and/or authorized by the immediate supervisor and whose average work day is less than four (4) hours shall be provided overtime compensation on the seventh (7<sup>th</sup>) day following the commencement of the work week.

f. For authorized overtime worked, a unit member shall be compensated equal to time and one-half of the employee's regular rate of pay, or at the option of the employee, shall receive compensatory time off at time and one-half of the employee's regular rate of pay. Employees authorized by the District to take compensatory time off in lieu of cash compensation for authorized overtime shall take the compensatory time off, as approved by the District, within twelve (12) calendar months following the month overtime service was rendered. If the employee is unable to take the time, the unit member shall be compensated in the form of pay as set forth herein.

g. Compensatory Time Off: At the discretion of the employee, Compensatory Time Off (CTO) in lieu of cash compensation may be accrued if the employee has been authorized to work overtime or extra hours.

CTO shall be taken at a time that is mutually acceptable to the employee and the District, within twelve (12) months of the date on which it was earned at the appropriate rate. If the CTO has not been taken within twelve (12) months of the date on which it was earned, the District shall pay the employee in cash for all such time at the appropriate rate based on the employee's current rate of pay.

h. The intent of the parties is to provide total compensation or compensatory time off of one and one-half times the regular rate of pay and to avoid "pyramiding" of overtime worked.

#### 18.5 Extra Hours – Including Summer Recess

There occasionally is extra work to be done. In this event, the work will be offered to current employee(s) within the classification (job title) in order of seniority. The District reserves the right to set the hours and days within which work must be completed. Should the employee within the class not be able to complete the work during the specified time, the District will offer the work to other employees who possess appropriate skills and abilities. However, should there be occasion when none of the above can be met; the District reserves the right to have the work completed by an outside contractor. *(See Appendix I Stipends, re: Coaching: Cheerleading and Sports, Student Council: both Concow and Spring Valley, Swimming, and Yearbook).*

### ARTICLE XIX

#### HOLIDAYS

19.1 The following shall be the holiday schedule for unit members:

- a. July 4 – Independence Day
- b. The First Monday in September - Labor Day
- c. September 9 – Admission Day\*
- d. November 11 – Veteran's Day
- e. The Fourth Thursday in November – Thanksgiving

- f. The Day Following Thanksgiving
- g. The Day Prior to Christmas
- h. December 25 – Christmas
- i. The Day Prior to New Year's
- j. January 1 – New Year's Day
- k. The Third Monday in January – Martin Luther King, Jr. Day
- l. Lincoln's Day
- m. Presidents' Day
- n. The First Friday of the Spring Recess
- o. The Last Monday in May – Memorial Day
- p. Any other day appointed by the President or Governor of this State, pursuant to subdivisions (b) and (c) of Section 37220 of the California Education Code, for a public fast, thanksgiving, or holiday.

\* In the event school is operated on this day, an alternate holiday shall be designated by mutual agreement between the District and Association (Traditionally the Wednesday before Thanksgiving).

- 19.2 Holiday Eligibility: Except as otherwise provided in this article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday. Employees who are not normally assigned to duty during the school holidays of July 4, December 24, December 25, December 31, January 1 or Spring Vacation Day, shall be paid for those holidays provided they were in a paid status during any portion of the working day of their normal assignment immediately preceding the holiday period.
- 19.3 Holidays on Saturday or Sunday: When a holiday falls on a Saturday, the preceding workday, not a holiday shall be deemed to be that holiday. When a holiday falls on Sunday, the following workday, which is not a holiday shall be deemed to be that holiday.
- 19.4 Unit members assigned by the District to work on one of the above holidays shall be paid or given compensatory time off for such work, in addition to the regular rate of pay, at one and one-half time the regular rate of pay.

## ARTICLE XX

### COMPLETION OF AGREEMENT

- 20.1 By mutual consent of both parties, which shall be set forth in writing, any provision of this agreement may be re-negotiated at any time.
- 20.2 Re-openers:
  - a. For a multi-year agreement, either party may reopen negotiations:

Year 1 – Address Article VII, Pay and Allowances, paragraph 1,  
Article XVII, Employee Benefits, paragraph 1 and  
One other Article to be selected by each party.

Year 2 - either party may reopen negotiations on:  
Article VII, Pay and Allowances, paragraph 1,  
Article XVII, Employee Benefits, paragraph 1 and  
One other Article to be selected by each party.

b. For a one year agreement, either party may reopen negotiations on:

- Article VII: Pay and Allowances, Paragraph 1.
- Article XVII: Employees Benefits, Paragraph 1.
- Any other Articles to be selected by each party.

20.3 Subject to completion of any public notice requirements, good faith negotiations on re-openers shall begin May 1 of the affected year or a mutually acceptable date thereafter.

20.4 Either party may utilize the services of outside consultants.

20.5 The District and CSEA may discharge their respective duties required by this Agreement by means of authorized officers, individuals, representatives or committees.

20.6 Negotiations shall take place at mutually agreeable times and places.

20.7 This Agreement shall be effective July 1, 2021 and shall continue in effect to and including June 30, 2024; and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing by May 1 of its request to alter or amend this Agreement. Until completion of negotiations for a successor Agreement, or until completion of the statutory impasse procedures, the terms of this Agreement shall bind the parties.

Signed and entered into this \_\_\_\_\_.

Golden Feather Union School District  
Board of Trustees:

California School Employees  
Association, Chapter #400

\_\_\_\_\_  
Deborah Ingvoldsen, President

\_\_\_\_\_  
Teresa Mason, President

# APPENDIX A

## Golden Feather Union School District 2021/2022 CSEA Classified Salary Schedule

| RANGE/CLASSIFICATION                 | 1       | 2       | 3       | 4       | 5       | 6       | 7       | 8       | 9       | 10      |
|--------------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Office Clerk                         | \$13.15 | \$13.74 | \$14.36 | \$15.00 | \$15.68 | \$15.84 | \$15.99 | \$16.15 | \$16.32 | \$16.48 |
| Vehicle Driver/Child Nutrition Asst. | \$13.74 | \$14.36 | \$15.00 | \$15.68 | \$16.38 | \$16.55 | \$16.71 | \$16.88 | \$17.05 | \$17.22 |
| Para-Educator                        | \$14.36 | \$15.00 | \$15.68 | \$16.38 | \$17.12 | \$17.29 | \$17.47 | \$17.64 | \$17.82 | \$18.00 |
| Secretary/Op Tech 2                  | \$15.00 | \$15.68 | \$16.38 | \$17.12 | \$17.89 | \$18.07 | \$18.25 | \$18.43 | \$18.62 | \$18.81 |
| Bus 1/Acct Clerk-Pyrl                | \$15.68 | \$16.38 | \$17.12 | \$17.89 | \$18.70 | \$18.88 | \$19.07 | \$19.26 | \$19.46 | \$19.65 |
| Op Tech 1                            | \$16.38 | \$17.12 | \$17.89 | \$18.70 | \$19.54 | \$19.73 | \$19.93 | \$20.13 | \$20.33 | \$20.54 |
| RANGE/CLASSIFICATION                 | 11      | 12      | 13      | 14      | 15      | 16      | 17      | 18      | 19      | 20      |
| Office Clerk                         | \$16.64 | \$16.81 | \$16.98 | \$17.15 | \$17.32 | \$17.49 | \$17.67 | \$17.84 | \$18.02 | \$18.20 |
| Vehicle Driver/Child Nutrition Asst. | \$17.39 | \$17.57 | \$17.74 | \$17.92 | \$18.10 | \$18.28 | \$18.46 | \$18.65 | \$18.83 | \$19.02 |
| Para-Educator                        | \$18.18 | \$18.36 | \$18.54 | \$18.73 | \$18.91 | \$19.10 | \$19.29 | \$19.49 | \$19.68 | \$19.88 |
| Secretary/Op Tech 2                  | \$18.99 | \$19.18 | \$19.38 | \$19.57 | \$19.76 | \$19.96 | \$20.16 | \$20.36 | \$20.57 | \$20.77 |
| Bus 1/Acct Clerk-Pyrl                | \$19.85 | \$20.05 | \$20.25 | \$20.45 | \$20.65 | \$20.86 | \$21.07 | \$21.28 | \$21.49 | \$21.71 |
| Op Tech 1                            | \$20.74 | \$20.95 | \$21.16 | \$21.37 | \$21.58 | \$21.80 | \$22.02 | \$22.24 | \$22.46 | \$22.68 |

# Appendix A

Insert Updated Seniority List



## APPENDIX B

Insert Current Medical, Dental,  
and Vision Benefit Cap

## APPENDIX C

Insert Current Evaluation Form

Appendix D

Insert Stipends

for

Extra Duty Assignments List

**AUXILIARY ORGANIZATION APPLICATION FOR COVERAGE WITH  
BUTTE SCHOOLS SELF-FUNDED PROGRAMS and  
BAY AREA SCHOOLS INSURANCE COOPERATIVE**

For Activities Sponsored by the Golden Feather Union Elementary School District  
and Golden Feather UESD Parents' Club  
During the Period July 1, 2021 through June 30, 2023

---

The Butte Schools Self-Funded Programs (BSSP) and Bay Area Schools Insurance Cooperative (BASIC) have adopted the following minimum guidelines for the Golden Feather UESD Parents' Club (organization), an auxiliary organization of the Golden Feather Union Elementary School District (district), to receive liability protection under the BSSP and BASIC memorandums of coverage:

1. The organization must have written bylaws specifying its purpose as a district/pupil support organization.
2. The bylaws must reflect the nature and degree of the district's direction and supervision of the organization and its activities.
3. The organization's meetings must be timely noticed.
4. The organization may not be a nonprofit corporation organized under Section 501(c)(3) of the Internal Revenue Code, under the California Nonprofit Corporation Law, or under any similar law.
5. Minutes of all proceedings must be kept on file with the district.
6. The organization's events must have specific approval from the district's governing board or its authorized representative.
7. The organization's funds must be reported to and be under the control of the authorized representative of the district. Control shall be through one of the following:
  - a. A district administrative employee must be a signor on the organization's bank account(s);
  - b. A district administrative employee must sign on all payments and/or purchase orders; or
  - c. The organization must post a financial bond for the amount of the funds expected to be collected over a one-year period.
8. The organization must be approved by the district's governing board and the governing boards of both BSSP and BASIC for endorsement to the Memorandum of Coverage.
9. The organization must not discriminate against individuals or its members thorough the dissemination of funds.
10. Activities covered:
  - a. Meetings of the officers and members of the organization
  - b. Newsletter and bulletins
  - c. Candy, cake and bake sales
  - d. Breakfasts, luncheons, brunches or dinners (excluding alcohol)
  - e. Movies, lectures, or awards assemblies
  - f. Drawings or auctions
  - g. Fairs, bazaars or carnivals (excluding animal or mechanical rides)
  - h. Float construction
  - i. Garage sales
  - j. Roller skating or ice skating
  - k. Auto or motor vehicle shows/display
  - l. Watercraft shows/display
  - m. Car washes
  - n. Concerts (excluding rock or "heavy metal")
  - o. Field trips
  - p. Amateur or professional live entertainment
  - q. Parades
  - r. Picnics and barbecues
  - s. Pep rallies

**AUXILIARY ORGANIZATION APPLICATION FOR COVERAGE WITH  
BUTTE SCHOOLS SELF-FUNDED PROGRAMS and  
BAY AREA SCHOOLS INSURANCE COOPERATIVE**

For Activities Sponsored by the Golden Feather Union Elementary School District  
and Golden Feather UESD Parents' Club  
During the Period July 1, 2021 through June 30, 2023

---

- t. Walk-a-thons, jog-a-thons, and like events                      u. Dances

1. Excluded activities include, but are not limited to:
- a. Motor vehicle or watercraft speed competitions or races
  - b. Events involving alcohol
  - c. Mechanical rides
  - d. Animal rides
  - e. Donkey basketball/baseball
  - f. Fireworks
  - g. Rodeo
  - h. Skateboard events
  - i. Bicycle events, involving acrobatics, stunts, or "motocross"
  - j. Owned automobiles and trailers
  - k. Athletic events such as: football, basketball, soccer, baseball/softball, volleyball, water sports, boxing, wrestling, physical contact sports, etc.
2. Any activity not listed above must be referred to BSSP for approval.

**We accept and agree to abide by the above guidelines.**

Organization: Golden Feather UESD Parents' Club

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

District: Golden Feather Union Elementary School District

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

BSSP Approval on: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

---