

**Tentative Agreement**  
December 10, 2020 12:18 pm  
Cotati Rohnert Park Unified School District  
2019-20 Reopener Negotiations

Article 13 Transfers  
(no proposed changes to 13.1 through 13.5)

13.6 – New Section

13.6 Involuntary Lateral Transfers (District Initiated)

13.6.1 An involuntary lateral transfer is a transfer to an alternate District worksite, initiated by the District.

13.6.2 A unit member who is involuntarily transferred shall receive ten (10) days advanced written notice unless there is an urgent District need requiring less notice be given. The CSEA Chapter President will be notified via email the same day the unit member is notified. Upon receiving a signed written request by the unit member, the Superintendent or designee shall provide a written statement with reasons for transfer. A unit member may request a conference to discuss in person if desired.

13.6.3 Involuntary transfers shall be made in the best interest of the District in compliance with the law and this Section.

13.6.4 A unit member involuntarily transferred may only apply for a lateral transfer under Article 13.1.2 if it is not the same site where the involuntary transfer was made, except by agreement between the Supervisor and the unit member.

13.6.5 A unit member who is involuntarily transferred shall retain credits for all previous service in their job class. The transfer shall not change the unit member's salary rate, anniversary seniority date, FTE, fringe benefits, or other rights provided for in this agreement or under the law.

13.6.6 Only procedural violations of Section 13.6 shall be grievable.

*John Geck*

---

CSEA, Chapter President

*Mayra Perez*

---

District Superintendent

*Mark Westerberg*

---

CSEA, Labor Relations Representative

*Jennifer Hansen*



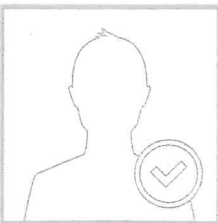

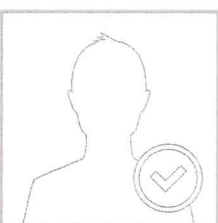

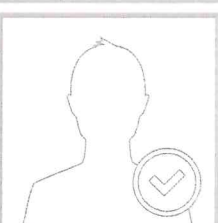

---

District Designee

# Signature Certificate

Document Ref.: PQX7E-MKGHV-SSQBV-I59JA

Document signed by:

	<p><b>Jennifer Hansen</b> Verified E-mail: jennifer_hansen@crpusd.org</p> <p>IP: 73.241.112.186      Date: 10 Dec 2020 20:51:33 UTC</p>	<p><i>Jennifer Hansen</i></p> 
	<p><b>Mayra Perez</b> Verified E-mail: mayra_perez@crpusd.org</p> <p>IP: 73.158.67.30      Date: 10 Dec 2020 23:55:04 UTC</p>	<p><i>Mayra Perez</i></p> 
	<p><b>John Geck</b> Verified E-mail: john_geck@crpusd.org</p> <p>IP: 73.231.22.97      Date: 10 Dec 2020 23:57:13 UTC</p>	<p><i>John Geck</i></p> 
	<p><b>Mark Westerberg</b> E-mail: mwesterberg@csea.com Signed via link</p> <p>IP: 24.4.37.89      Date: 11 Dec 2020 16:43:17 UTC</p>	<p><i>Mark Westerberg</i></p> 

Document completed by all parties on:

11 Dec 2020 16:43:17 UTC

Page 1 of 1



Signed with PandaDoc.com

PandaDoc is the document platform that boosts your company's revenue by accelerating the way it transacts.



Tentative Agreement

March 3, 2021

Cotati Rohnert Park Unified School District  
2019-20 Reopener Negotiations

Article 19 Miscellaneous (No changes to 19.1-19.5)

(NEW SECTION 19.6)

19.6 Short-Term Employees and Substitute Employees Pursuant to Education Code

The intent of this section is to include the applicable California Education Code statutes, which pertain to the District's usage of short-term and substitute employees.

19.6.1 Short-Term Employees

19.6.1.1 Pursuant to Section 45103(b)(1) of the California Education Code, "...short-term employees, employed and paid for less than 75 percent of a school year, shall not be a part of the classified service."

19.6.1.2 Pursuant to Section 45103(d)(3) of the California Education Code, "Seventy-five percent of a school year" means 195 working days, including holidays, sick leave, vacation, and other leaves of absence, irrespective of number of hours worked per day."

19.6.1.3 Pursuant to Section 45103(d)(2) of the California Education Code, "Short-term employee" means a person who is employed to perform a service for the school district, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. Before employing a short-term employee, the governing board of a school district, at a regularly scheduled board meeting, shall specify the service required to be performed by the employee pursuant to the definition of "classification" in subdivision (a) of Section 45101, and shall certify the ending date of the service. The ending date may be shortened or extended by the governing board of a school district, but shall not extend beyond 75 percent of a school year."

19.6.2 Substitute Employees

Pursuant to Section 45013(d)(1) of the California Education Code, a "Substitute employee" means a person employed to replace a classified employee who is temporarily absent from duty. In addition, if the school district is then engaged in a procedure to hire a permanent employee to fill a vacancy in any classified position, the governing board of the school district may fill the vacancy through the employment, for not more than 60 calendar days, of one or more substitute employees, except to the extent that a collective bargaining agreement then in effect provides for a different period of time."

The parties recognize that Article 13.3 of this Agreement defines a "different period of time" as 45 calendar days. If the District desires to utilize a substitute employee to fill a vacancy for more than 45 calendar days, it shall negotiate that decision with CSEA.

*John Geck*

03 / 11 / 2021

CSEA, Chapter President/Date

*Mayra Perez*

03 / 10 / 2021

District Superintendent/Date

*Mark Westerberg*

03 / 11 / 2021

CSEA, Labor Relations Representative/Date

*Jennifer Hansen*

03 / 07 / 2021

District Designee/Date

# Signature Certificate

Document Ref.: 2P6MC-RUVNQ-SQACG-NV9PR

Document signed by:

	<p><b>Jennifer Hansen</b> E-mail: jennifer_hansen@crpusd.org Signed via link</p> <p>IP: 73.241.112.186      Date: 08 Mar 2021 00:20:13 UTC</p>	
	<p><b>Mayra Perez</b> E-mail: mayra_perez@crpusd.org Signed via link</p> <p>IP: 209.129.224.218      Date: 10 Mar 2021 18:59:01 UTC</p>	

Document completed by all parties on:  
10 Mar 2021 18:59:01 UTC

Page 1 of 1



Signed with PandaDoc.com

PandaDoc is the document platform that boosts your company's revenue by accelerating the way it transacts.



# Signature Certificate

Document Ref.: WPEE7-WKQHS-2UFZC-RQPZ9

Document signed by:

	<p><b>Mark Westerberg</b> E-mail: mwesterberg@csea.com Signed via link</p>	<p><i>Mark Westerberg</i></p> 
	<p><b>John Geck</b> Verified E-mail: john_geck@crpusd.org</p>	<p><i>John Geck</i></p> 

Document completed by all parties on:  
13 Mar 2021 02:55:53 UTC

Page 1 of 1



Signed with PandaDoc.com

PandaDoc is the document platform that boosts your company's revenue by accelerating the way it transacts.

