



**A CONTRACT BETWEEN THE
VISTA UNIFIED SCHOOL DISTRICT AND
VISTA CHAPTER #389
of the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**



**EFFECTIVE JULY 1, 2022
THROUGH
JUNE 30, 2025**

Effective July 1, 2024 - Revised December 2024

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
VISTA UNIFIED SCHOOL DISTRICT
2022 - 2025 CONTRACT**

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This is an Agreement made and entered into this 1st day of July, 2022 through June 30, 2025 between the Vista Unified School District (hereinafter referred to as "District") and the California School Employees Association (hereinafter referred to as "Association") and its Vista Chapter #389.

ARTICLE 1 RECOGNITION

The District confirms its recognition of the Association as the exclusive representative for that unit of employees recognized by the District on April 30, 1976, as listed on Appendix "B". This list specifically excludes limited-term employees, substitutes, noon duty assistants, student workers and listed exempt employees. Classification titles may be added/modified during the term of this Agreement for newly created positions and for positions changed by reorganization/reclassification. Changes in management or confidential designation will be made only by mutual agreement of the District and the Association subject to the rules of the Public Employment Relations Board (PERB).

ARTICLE 2 DISTRICT RIGHTS

It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in those duties and powers are the exclusive rights to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number of kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, and regulations and practices in furtherance therewith, shall be limited by the specific and express terms of this Agreement and by applicable law. The District retains the right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency. An emergency is defined as a natural or man-made catastrophe or action, which interrupts or terminates the normal and ordinary conduct of school.

ARTICLE 3 GRIEVANCE PROCEDURES

3.1 DEFINITIONS

3.1.1 A GRIEVANCE is an allegation by a unit member, group of members, or the Association who claim to be directly affected by a violation, misinterpretation, misapplication, or misimplementation of the specific provisions of this Agreement. For purposes of this procedure, a DAY is any day in which the Central Administrative Office of the District is open for business.

3.1.2 An IMMEDIATE SUPERVISOR, as pertains to this procedure, shall be the first level Management Team member who is designated by the District to adjust grievances.

3.2 PROCEDURE

3.2.1 Informal Level. Before filing a formal written grievance, the grievant(s) should attempt to resolve the grievance by an informal conference with his/her Immediate Supervisor or designee not a member of the bargaining unit. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Association provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment and to state its views.

3.2.2 Level I. Within twenty-five (25) days of the time the grievant(s) knew of or reasonably should have known of the event or condition, which gave rise to the grievance, the grievance must be presented in writing to the Immediate Supervisor. The Supervisor shall communicate the decision in writing within ten (10) days after receiving the grievance. Within the ten (10) day limit, the parties shall hold a conference to attempt to resolve the grievance.

3.2.3 Level II. In the event the decision at Level I is not satisfactory with the grievant(s), the decision may be appealed to the Superintendent or designee(s) within ten (10) days. The Superintendent or designee(s) shall communicate the decision in writing within ten (10) days after receiving the appeal. Within the ten (10) days after receiving the appeal, the parties shall hold a conference to attempt to resolve the grievance.

3.2.4 Level III. In the event the decision at Level II is not satisfactory with the grievant(s), the decision may be appealed in writing to the Board within ten (10) days. The Board may schedule a conference to attempt a resolution of the grievance. In any event, the Board shall communicate the decision in writing within ten (10) days after receiving the appeal.

3.2.5 Level IV. In the event the decision at Level III is not satisfactory with the grievant(s), the grievant(s) may, within ten (10) days, request in writing that the Association submit the grievance to arbitration. The Association, by written notice to the Board, within twenty (20) days after the receipt of the decision of the Board, may submit the grievance to arbitration.

3.3 ARBITRATION

3.3.1 The parties shall first attempt to mutually select an arbitrator. If no agreement is reached within five (5) days of the request to arbitrate, the parties shall request a list of five (5) arbitrators from the American Arbitration Association and shall select the arbitrator by the alternate strike method, the first party striking to be determined by lot.

3.3.2 The arbitrator shall, as soon as possible, hear evidence and render a decision of the issue or issues submitted. Except for the issue of arbitrability, if the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance, the answers thereto at each step and this Agreement. The hearing shall be conducted by the arbitrator according to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

3.3.3 The arbitrator's decision will be in writing and will set forth the finding of fact, reasoning, and conclusions on the issues submitted. The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement. The decision of the arbitrator shall be based solely upon this Agreement, the evidence and the arguments presented by the respective parties in the presence of each other. Issues arising out of the exercise by the Board and administration of its responsibilities under Article 2 of this Agreement, including the facts underlying its exercise of such discretion, shall not be subject to this procedure. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited

by law or which is violative of the terms of this Agreement. The arbitrator is empowered to include in any award such financial reimbursement as judged to be proper, provided that no award for punitive damages may be retroactive beyond the filing date as set forth in Section 3.2.2 herein, except for payroll errors which occurred within the past twelve (12) months. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties of this Agreement.

- 3.3.4 Except for the cost incurred by the parties in presenting and preparing their case, all costs of the arbitration, including but not limited to the per diem, travel and subsistence expenses of the arbitrator, and the hearing room, will be borne by the party designated by the arbitrator as not prevailing. The arbitrator shall specify as part of the award which party did not prevail and specifically which party should pay the above-mentioned costs of arbitration.
- 3.3.5 If, in the course of processing a grievance, the District raises the question of arbitrability at Level I or Level II, such issue will first be submitted to an arbitrator selected according to Section 3.3.1 herein; and that no arbitration on the other issues of a grievance will be submitted until a written decision is rendered by an arbitrator on the question of arbitrability. Such challenge may only be made once by the District in the processing of an individual grievance or consolidated grievance. Unless mutually agreed otherwise, the arbitrator who decided the issue of arbitrability will not later sit as the arbitrator on the other issues of the grievance. Any time limits of this procedure will automatically be extended in order to carry out the intent of this Section. Costs will be paid as in 3.3.4 of this Section.

3.4 MISCELLANEOUS PROVISIONS

- 3.4.1 No reprisals of any kind will be taken by the Association or the representative(s) of the Board against any aggrieved person, any party in interest, any member of the Association, or any other participant(s) in the grievance procedure by reason of such participation.
- 3.4.2 A grievant(s) may be represented at any stage of the grievance procedures by himself/herself, or at his/her option, by a representative selected by the Association. If a grievant(s) is not represented by the Association or its representative, the

Association shall have the right to be present and the opportunity to file a response to any proposed resolution at Levels I, II and III prior to the final resolution. The Association shall receive a copy of said grievance and the proposed resolution.

- 3.4.3 At any level of this procedure, if the District representative fails to respond within the specified time limits, the grievant(s) may automatically appeal to the next level; and if the grievant(s) fails to act within the specified time limits, such grievance shall be excluded from arbitration and considered settled according to the last response made by the District. Decisions rendered at Levels I, II and III of the grievance procedure will be in writing setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest and to the President of the Association. Time limits for appeal provided in each level shall begin the day following receipt of written decision by the parties in interest.
- 3.4.4 For purposes of efficiency and ease of processing, the Association may consolidate grievances of more than one (1) grievant provided such grievants agree and are named and qualified as individuals and provided that the issues in dispute are the same.
- 3.4.5 In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and if left unresolved until the beginning of the following school year could result in harm to an aggrieved person(s), the time limits set forth herein will be reduced by mutual agreement so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.
- 3.4.6 All documents, communications and records developed during and relating to the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants. The form necessary for the implementation of the grievance procedure is attached as Appendix "A". The costs of preparing such forms shall be borne by the Board.
- 3.4.7 When it is necessary for grievance representatives designated by the Association to participate in the processing of a grievance, including the informal level, during the day, the representatives will be granted release time without loss of pay in order to permit such participation by mutual agreement between the representative and

his/her Immediate Supervisor or designee not a member of the bargaining unit. The District and the Association shall attempt to schedule the grievance meetings and hearings at times which do not conflict with those regular hours. Any unit member who is necessary as a witness for either party will be accorded the same right of release time as set forth herein. In cases where formal hearings cannot be scheduled outside regular hours, release time will be arranged for those parties in interest.

- 3.4.8 If a grievance arises from action or inaction on the part of a member of the administration at a level above Level I, the processing of such grievance may commence at the appropriate level.

ARTICLE 4 EMPLOYEE RIGHTS/BARGAINING UNIT RIGHTS

- 4.1 At formal scheduled meetings of unit members for the purpose of contract interpretation, an Association representative shall be invited.
- 4.2 The Association shall have the right to make use of school buildings for meetings without charge upon execution of proper request forms in accordance with facilities use regulations, provided that meetings do not interfere with school use.
- 4.3 The Association shall have the right to a listing of officers, addresses, and telephone numbers in any general directory printed by the District.
- 4.4 The Association, but not individuals, shall have the right to use a designated site/department bulletin board(s) and school mail or messenger service for official communications, subject to procedures established by the Superintendent. The Association shall have the right to use the VUSD e-mail system to communicate information about meeting times, locations and provide informational links to CSEA's website for its Bargaining Unit Members. This usage shall not include political action. Bargaining Unit Members will not use the District school mail, message service, or e-mail for political purposes.
- 4.5 Duly authorized representatives of the Association shall have the right to transact official business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. It is further provided no Association views on matters relating to Management-Employee or Board-Association relationships will be discussed in the presence of students by members of the bargaining unit.
- 4.6 Upon request, the Board shall furnish the Association within fifteen (15) days the placement of personnel on the respective schedules as of November 1.
- 4.7 The Association President or designee(s) shall be granted up to a maximum of 280 hours release time each school year for Association business; whether or not a substitute is required is determined by the District. Actual substitute costs are incurred by the District. The attendance by the President or designee(s) at District 30 required committee meetings will not count against these hours. No more than two (2) designees or the President and one (1) designee may be released at any given time. With mutual agreement, the parties may agree to additional release time and/or designees.
- 4.8 Discrimination Prohibited. No employee in the bargaining unit shall be discriminated against because of his/her political opinions or affiliations, or because of race, national origin,

religion, or sexual orientation, to the extent prohibited by law. No person shall be illegally discriminated against because of age, sex, or physical handicap. The District shall not interfere with, intimidate, restrain, coerce, or discriminate against unit members because of the exercising of their rights to engage in union activities.

- 4.9 CSEA Conference Release Time. The Chapter President and each Chapter delegate (per CSEA formula) to the CSEA Annual Conference shall have four (4) days of release time in order to attend the conference, provided that each day of release time for the President and each delegate would have been an assigned workday. The Association shall notify the District twenty (20) days in advance of the dates required for attendance and the names of the delegates who will be attending. Additional days required for CSEA Conference attendance shall be provided from the employees' available leave if required.

4.10 DISTRICT/SITE SHARED DECISION-MAKING COMMITTEES

CSEA shall have the right to representation on all District decision-making committees that impact CSEA bargaining unit members. CSEA shall decide the selection process for CSEA representatives on said committees. Classified representation on site decision-making committees shall be a CSEA member elected by the bargaining unit members at that site. In the event a CSEA member is not elected at the site, CSEA Chapter 389 President shall appoint a representative from the bargaining unit.

- 4.11 The District will post and maintain a current copy of this Agreement and any amendments on the District web site. For unit members who request a copy, one will be provided.

**ARTICLE 5 LAYOFF, REDUCTION, REEMPLOYMENT, VOLUNTARY DEMOTION IN LIEU
OF LAYOFF. VOLUNTARY REDUCTION IN HOURS IN LIEU OF LAYOFF, AND
THE IMPACTS AND EFFECTS OF SUCH MATTERS**

- 5.1 The term "classification" shall mean each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the employees in each such position and the regular monthly salary ranges for each such position.
- 5.2 The term "layoff" shall be interpreted as an involuntary separation of an employee in the bargaining unit because of a lack of funds and/or lack of work.
- 5.3 The term "reduction" shall be interpreted as a loss of work hours per day and/or work days per year because of a lack of funds and/or lack of work.
- 5.4 The District will notify CSEA in the event that a layoff/reduction becomes necessary. Within five (5) work days of this notification the parties agree to meet and negotiate the layoff impacts and effects or the decision, impacts and effects of the reduction.
- 5.5 Classified employees shall be subject to layoff/reduction for lack of work and/or lack of funds. Whenever a classified employee is laid off/reduced, the order of layoff/reduction shall be by seniority determined by date of hire within the classification. The employee who has been employed the shortest time in the classification, plus equal and higher classifications, shall be laid off/reduced first. Reemployment shall be in the reverse order of layoff/reduction.
- 5.5.1 Nothing contained in this Section shall preclude the granting of "date of hire" credit for time spent on military leave of absence, or unpaid illness leave, or unpaid industrial accident leave.
- 5.5.2 "Date of hire" shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status in the classified service of the District except service in restricted positions as provided by law.
- 5.6 The District shall notify employees pursuant to the paragraphs in this Section. Notices shall be specific as to the date of layoff, and/or the number of hours reduced, and any notice of layoff/reduction shall include the reason for the layoff/reduction, employee's reemployment rights, name and classification of the employee designated for layoff/reduction and a

statement that the employee may have a right to unemployment insurance. Notices shall be sent by mail and certified mail to the last known address of each employee. The required notifications are as follows:

- 5.6.1 When, classified positions must be eliminated as a result of the expiration of a specially funded program, the employees to be laid off shall be given written notice not less than 60 days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights.
- 5.6.2 When, a classified employee's services will not be required the following school year due to lack of work or lack of funds, the District shall provide the employee with written notice no later than March 15, informing them of the recommendation and their displacement rights, if any, and reemployment rights. The notice shall include that the employee may request an evidentiary hearing to determine if there is cause for not reemploying the employee for the ensuing year. A request for a hearing shall be in writing and shall be delivered to the person who sent the notice, on or before a date specified in the notice, which shall not be less than seven (7) days after the date on which the notice is served upon the employee. If an employee fails to request a hearing on or before the date specified, the employee's failure to do so shall constitute a waiver of the employee's right to a hearing. If a request for a hearing is timely submitted, the hearing shall be conducted as provided in Education Code section 45117.
- 5.6.3 Nothing herein provided shall preclude a layoff during the time period between five (5) days after the enactment of an annual Budget Act and August 15 of the fiscal year to which that Budget Act applies, if the Board determined that its total local control funding formula apportionment per unit of average daily attendance for the fiscal year of that Budget Act has not increased by at least 2%, and if the Board determined it is therefore necessary to decrease the number of classified employees due to lack of work or lack of funds, the District may issue a Statement of Reduction in Force to those employees in accordance with a schedule of notice and hearing to be adopted by the Board.

- 5.6.4 When a classified employee's hours and/or work year will be involuntarily reduced, the District shall provide advance written notice to CSEA, which may request to bargain the decision and impacts and effects prior to implementation of the reduction.
- 5.7 A classified employee who is laid off/reduced from a classification and who has previous service in an equal or lower classification, shall have the right to bump an employee with less seniority in that classification. Seniority shall include the total of the previous service in the equal or lower classification, plus service in the classification from which the layoff/reduction occurs and higher classifications.
- 5.8 A classified employee who will suffer a layoff/reduction despite his/her bumping rights may accept a voluntary demotion to a vacant position in a lower classification or transfer to an equal classification, provided that the employee is qualified to perform the duties thereof. Said employee shall be placed at the salary range of the lower classification, and then to that step of the lower range that comes closest to the employee's hourly salary rate in the higher classification without being more than the previous hourly salary rate.
- 5.9 No regular classified employee shall be laid off/reduced from any position while employees are serving in a probationary, limited term, provisional, or temporary positions in the same or lower classification unless the regular employee declines said position.
- 5.10 Laid off/reduced employees are eligible for reemployment in the classification from which laid off/reduced for a period of thirty-nine (39) months and shall be reemployed in the reverse order of layoff/reduction. Such reemployment shall take precedence over any type of employment. In addition, they shall have the right to apply for promotional and transfer positions and use their seniority therein for a period of thirty-nine (39) months following layoff/reduction. Additionally, an employee on a reemployment list is entitled to be reemployed into vacant positions that are of a lower or lateral (equal) level for which he or she is qualified before the District hires an outside candidate to fill the position.
- 5.11 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff/reduction or remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off/reduced and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months, provided that the same tests of fitness under which they qualified for appointment to the classification shall still apply. Employees who take voluntary demotions or voluntary

reductions in assigned time in lieu of layoff/reduction shall be, at the option of the employee, returned to a position in their former classification or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list, they shall be ranked on that list in accordance with their proper seniority.

- 5.12 Any employee who is laid off/reduced and is subsequently eligible for reemployment shall be notified of an opening by the District. It is the employee's responsibility to ensure that the District has a current telephone number and address on file at the District Office. Failure of the employee to return telephone messages, retrieve delivered mail, or respond to notifications by the U.S. Postal Service of attempted delivery shall not be grounds for voiding notification or the staying of the timelines outlined in this Agreement. If an employee cannot be contacted, he/she will be considered to have waived reemployment.
- 5.13 An employee shall notify the District of his/her intent to accept or refuse reemployment within ten (10) calendar days of the date of said notice. If an employee accepts reemployment, he/she must return to work within ten (10) working days of the acceptance of the position. An employee given notice of reemployment need not accept the reemployment to maintain eligibility on a reemployment list provided that he/she notifies the District within ten (10) calendar days of the date of the notice.
- 5.14 Employees shall be reemployed in the highest related classification available in accordance with their length of service in the classification from which laid off/reduced, plus equal and higher classifications. Employees who accept a position in a lower or equal classification shall retain their original thirty-nine (39) month rights to the original or higher classification.
- 5.15 If two (2) or more employees subject to layoff/reduction have equal classification seniority, the layoff/reduction determination shall be in the following sequential order: a) Original date of hire as a member of the bargaining unit; b) Made by lot (the name drawn will be the employee laid off/reduced). For bargaining unit members employed in the Campus Security classification at the time that classification was first established, seniority for purposes of layoff/reduction will be calculated based on the date when they were first in paid status in any non-classified position in the District, not including temporary, substitute, provisional, and limited-term positions. For purposes of seniority, all other rules, included but not limited to rules regarding breaks in service, applicable to bargaining unit members generally will apply to the Campus Security classification.

- 5.16 For voluntary and involuntary layoff/reduction of bargaining unit employees, District fringe benefit coverage for said employees will continue for two (2) months following the effective date of the layoff at the level of benefits prior to layoff/reduction.
- 5.17 Any involuntary transfers that may be necessary due to layoffs and/or reductions in hours shall be made on the basis of seniority. The unit member with the least seniority in the affected classification shall be transferred first in the case of involuntary transfers due to layoffs/reductions.
- 5.18 For those classified employees laid off, all earned and unused vacation shall be paid off on the next payroll warrant following the employee's release date.
- 5.19 Prior to any layoff/reduction, an employee shall be entitled to use personal necessity leave days and/or accrued but unused vacation days to seek other employment.
- 5.20 Any employee who is improperly laid off/reduced shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.
- 5.21 Election of retirement reemployment rights. Any employee laid off/reduced for lack of work or lack of funds and who elects service retirement from the Public Employees Retirement System shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of the Public Employees Retirement System of the fact that retirement was due to layoff/reduction or lack of work or funds. If the employee is offered, and accepts in writing, an appropriate vacant position, the District shall maintain the vacancy until the Board of Administration has properly processed the employee's request for reinstatement from retirement.
- 5.22 During the time a laid off/reduced employee remains on a reemployment list, that employee shall have preferential opportunities to be employed in a substitute, limited-term, or provisional assignment in the classification from which he/she was laid off/reduced. In addition, employees who remain on a reemployment list and have submitted their preference for substitute, limited-term, provisional assignments in writing to the District may have preferential opportunities to be employed in a classification in which the employee meets the minimum qualifications.
- 5.23 To the extent not addressed in this Article, the Association reserves the right to negotiate any other impacts and effects of the District's decision to layoff unit members.

ARTICLE 6 ORGANIZATION SECURITY

6.1 REQUIREMENTS

6.1.1 CSEA shall provide the District with Membership Packets to be given to employees upon hire.

6.2 DUES DEDUCTIONS

6.2.1 CSEA has the sole and exclusive right to have employee organization membership dues deducted by the employer for employees in the bargaining unit.

6.2.2 The employer shall deduct, in accordance with the CSEA dues schedule, dues, from the wages of all employees who are members of the bargaining unit or have been certified by CSEA as bargaining unit members. Such authorizations shall remain in effect until expressly revoked in writing to the San Diego Field Office by the employee.

6.2.3 The employer shall, without charge, pay to CSEA within fifteen (15) days of the deduction, all sums so deducted.

6.2.4 Along with each monthly payment to CSEA, the employer shall, without charge, furnish CSEA with an alphabetical list of all employees in the bargaining unit, identifying them by name, months per year in paid status, date of hire, and indicating the amount deducted. The District shall provide, without charge, the Association President or Designee the CSEA Membership card within (10) days of hire which will include the following information: Full legal name, date of hire, classification, and worksite. This will serve as the (10) day notification of employee online orientation.

6.2.5 Bargaining unit members with payroll authorizations on file who are on unpaid leave of absence shall have said authorization continue in effect upon return to active duty.

6.3 Employee Information

6.3.1 "Newly Hired Employee" or "New Hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of

this article only, the "date of hire" is the date upon which the employee's employee status changed as such that the employee was placed in the CSEA unit.

6.3.2 The District shall provide CSEA with contact information on the new hires as provided below. The information shall be provided to CSEA electronically in Excel or similar format, via a mutually agreeable secure FTP site or service, on the last working day of the month in which they were hired. This contact information shall include the following items, with each field in its own column: First Name; Middle Name; Last Name: Suffix (e.g. Jr., III); Job Title/Classification; Department; Primary Worksite Number; Work Telephone Number; Home Street Address (Incl. Apartment #); City; State; Zip Code (5 or 9 Digits); Home Telephone Number (10 Digits), if provided to District by employee; Personal Cellular Telephone Number (10 Digits), if provided to District by employee; Personal Email Address of the Employee on file; Employee Identification Number; CalPERS Status (Y/N), if known

6.3.2.1 This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

6.3.3 Periodic Update of Contact Information: The District shall also provide CSEA with a list of all bargaining unit members' names and contact information below on the last working day of September, January, and May. The information shall be provided to CSEA electronically in Excel or similar format, via a mutually agreeable secure FTP site or service. This contact information shall include the following items, with each field in its own column: First Name; Middle Name; Last Name: Suffix (e.g. Jr., III); Job Title/Classification; Department; Primary Worksite Number; Work Telephone Number; Home Street Address (Incl. Apartment #); City; State; Zip Code (5 or 9 Digits); Home Telephone Number (10 Digits), if provided to District by employee; Personal Cellular Telephone Number (10 Digits), if provided to District by employee; Personal Email Address of the Employee on file; Hire Date; Employee Identification Number; CalPERS Status (Y/N), if known

6.4 New Employee Orientation Access

6.4.1 During the onboarding process, a CSEA representative will present all new bargaining unit employees with a copy of the current CSEA Contract and CSEA

provided membership packets. CSEA shall designate the representative and notify the District. The District shall provide CSEA with all completed applications.

- 6.4.2 The District will conduct a paid orientation to employees in electronic video. This will provide CSEA with mandatory access to its new employee orientations. The new employee shall be given access to view the electronic video presentation provided by CSEA not to exceed 30 minutes.
- 6.4.3 The District shall include the CSEA membership application (and a CSEA provided link for an electronic application where applicable), in any employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide the copies of any CSEA literature/membership applications to the District for distribution.
- 6.4.4 Upon request of CSEA, during CSEA's orientation session, no District manager or supervisor, or non-unit employee shall be present.
- 6.4.5 Only CSEA as an Association may grieve this article.

ARTICLE 7 TRANSFER POLICIES

- 7.1 Transfer of an employee from one position to another position not involving a change in classification may be made by the Superintendent or designee when the need arises for the efficient operation of the District; however, the employee will be given at least a forty-eight (48) hour notice prior to the transfer and the reasons why such transfer was necessary. Said transfer shall not be made for arbitrary or capricious reasons.
- 7.2 It is the responsibility of the employee to submit a transfer request to the Classified Human Relations Department on forms provided for this purpose. Requests for transfer shall be valid for one (1) year from the date filed.
- 7.3 The filing of a request for transfer is without prejudice to the employee and shall not jeopardize the present assignment. A request for transfer may be withdrawn by the employee, in writing, at any time prior to official notification of transfer approval.
- 7.4 Applications from permanent personnel who meet the qualifications required for the position sought shall be given consideration and an opportunity for an interview before applicants from outside the District.
- 7.5 The District shall give the employee official notification of the disposition of the application to transfer and upon written request of the unit member, the Human Relations Office will provide feedback to the employee.
- 7.6 All equally qualified applicants who submit a request for transfer to the same position shall be referred for consideration to the appropriate administrator/manager/supervisor.
- 7.7 Permanent personnel who have been involuntarily transferred due to staff or facility reduction shall reserve consideration in returning to the schools from which they were transferred as openings occur.
- 7.8 Medical Transfers. When possible, the District may transfer an employee who has become medically unable to perform his/her regular job classification duties to alternative work. Alternative work may constitute promotion, demotion, or lateral transfer to a related classification. Such medical transfer shall only be implemented by mutual consent of employee and District and the notification to the Association.

ARTICLE 8 LEAVE POLICIES

8.1 SICK LEAVE

Unit members may utilize sick leave to attend to an illness of the employee, of a child, parent, spouse, or domestic partner, as defined in Family Code § 297, of the employee.

8.1.1 "Sick leave" means accrued increments of compensated leave provided by an employer to an employee as a benefit of the employment for use by the employee during an absence from the employment for any of the following reasons:

- (A) The employee is physically or mentally unable to perform their duties due to illness, injury, legally established quarantine, or a medical condition of the employee.
- (B) The absence is for the purpose of obtaining professional diagnosis or treatment for a medical condition of the employee.
- (C) The absence is for other medical reasons of the employee, such as pregnancy or obtaining a physical examination.
- (D) To attend to an illness of a child, parent, spouse, or domestic partner, as defined in Family Code § 297, of an employee.

8.1.2 All classified employees who are employed on a ten (10) month basis will be credited with ten (10) days sick leave per school year; those on eleven (11) months with eleven (11) days, and those on twelve (12) months with twelve (12) days. For purposes of proration, new employees whose first day in paid status is prior to the 16th of the month will be granted a full sick day for that month. New employees hired after the 15th of the month do not receive sick leave for that month. No more than six (6) days leave may be taken by a new employee until six (6) months have elapsed.

8.1.3 Part-time employees, or those paid by the hour, will earn and be charged sick leave as follows: For each full month worked (this will include September and June for those working five (5) or more school months), the assigned number of hours worked per day will accrue as sick leave hours. Employees who work one-hundred eighty (180) days or less in a school year will earn one (1) equivalent day for every eighteen (18) days in paid status.

8.1.3.1 Bargaining unit members who work Summer Session shall earn sick leave on a prorated basis. Unit members shall be permitted to use the

same amount of sick leave that is earned during Summer Session. Sick leave that is earned, but not used during the Summer Session, will be credited to the regular school year sick leave accumulation.

- 8.1.4 Sick leave pay will be made on the basis of the assigned number of hours per day.
- 8.1.5 Unused sick leave allowances shall be cumulative from year to year.
- 8.1.6 Classified employees who have more than one (1) year of service with a school district shall transfer unused sick leave to another school district if the break in service was no longer than one (1) year.

8.2 ABSENCE REPORTING

- 8.2.1 In order to receive compensation for any leaves in this Article, unless otherwise specified, employees are required to notify the Central Answering Service and a designated individual in advance of the absence prior to the start of the employee's working day if possible, but not later than the first working hour of the first day of absence unless conditions make such notification impossible. The one designated individual will be determined by the employee's Supervisor. The burden of proof regarding the impossible conditions shall be upon the employee.
- 8.2.2 In cases of a poor attendance record and/or questionable absences, the Immediate Supervisor under the direction of the Assistant Superintendent, Human Relations, may require an employee absent without leave and/or absent from duty on sick leave, to present verification from a state-licensed medical practitioner the reason for the absence. This provision shall also apply to absences taken under Personal Emergency and Personal Necessity Leaves. In addition, the District may send an employee to a District-appointed physician for examination at the District's expense.

8.3 EXTENDED ILLNESS AND INJURY BENEFIT (EXTENDED SICK LEAVE)

- 8.3.1 At the beginning of each fiscal year (July 1), each unit member will be credited with one hundred (100) workdays of extended sick leave. Extended sick leave shall be paid at fifty percent (50%) of the employee's regular rate. The one hundred (100) day period shall commence with the first day of extended sick leave and shall be limited to one hundred (100) workdays in each fiscal year. Sick leave donations are paid concurrently with the one hundred (100) workdays at fifty percent (50%). This sick leave is not cumulative from year to year. Unit members may use vacation hours in

conjunction with extended illness leave. During this period, full pay shall be given for accumulated sick leave, vacation and holidays.

8.3.2 Verification of illness absences outlined in Section 8.2 shall also apply to any absences taken under this Section.

8.4 LEAVE OF ABSENCE

8.4.1 Leave of absence without pay for up to thirty (30) working days duration for valid reasons may be granted by the Superintendent upon recommendation of the Immediate Supervisor or designee not a part of the certificated nor this bargaining unit. Such leave will not involve loss of position, privileges, or benefits. If the request is denied by the Immediate Supervisor, the employee can appeal to the next level Supervisor with the department/division. The decision at that level will be final.

8.4.2 Leave of absence without pay and benefits for more than thirty (30) working days but not to exceed one (1) calendar year for valid reasons may be granted by the Superintendent upon the recommendation of the Immediate Supervisor and with concurrence of the Director of Classified Human Relations. Upon return from unpaid leave, the unit member shall be placed either in their former position, a position in the same classification, or in a related position with the same salary range. If the unit member objects to the placement, they may request reassignment through the Transfer Article.

8.4.3 The granting of leaves of absence is at the sole discretion of the District and is expressly excluded from the provisions of Article 3, GRIEVANCE PROCEDURES.

8.4.4 A regular classified employee returning to duty from extended leave of absence, not to exceed one (1) year, will be reinstated at the same salary schedule step, but with a new anniversary date, and shall automatically be entitled to all accumulated sick leave and shall not lose credit toward the longevity in service required to qualify for additional vacation privilege, but shall not be granted any accumulation of either sick leave or vacation for that period of absence.

8.5 INDUSTRIAL ACCIDENT/ILLNESS LEAVE

An employee shall be granted a leave of absence with pay and benefits when they are absent due to an industrial accident or illness in accordance with the following regulations:

- 8.5.1 The accident or illness must have arisen out of or in the course of employment of the employee and must be accepted as such by the Workers' Compensation Agency. Such leaves shall be for a maximum of sixty (60) working days per accident in any fiscal year. In the event that those sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to the amount of the unused leave due to them for the same injury or illness. Provisions of this Section may be used once for the same accident or illness in any one (1) fiscal year.
- 8.5.2 Allowable leave shall commence on the first day of absence and shall be reduced by one (1) hour for each hour of accumulated authorized absence. Such leaves shall not be cumulative from year to year.
- 8.5.3 Salary received from the District during such leaves plus wage loss benefit checks received under Workers' Compensation laws may not exceed the employee's regular salary. Therefore, all benefit checks received by the employee under Workers' Compensation shall be endorsed to the District and the District shall pay the employee their normal salary during the period of leave.
- 8.5.4 The Board may require that the fact of job relatedness of the illness or injury be established by the Workers' Compensation Appeals Board. The Board may require the employee to submit to a physical examination by a physician selected by the Board at any time during the leave, at District expense.
- 8.5.5 The employee shall be required to present to the District, before returning to work, a statement indicating the attending physician's approval for return to work.
- 8.5.6 The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under Section 8.1. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if any employee is receiving Workers' Compensation, the person shall be entitled to use so much of the person's accumulated compensatory time, vacation, extended illness leave, or other available leave which, when added to the Workers' Compensation award, provide a full day's wage or salary.
- 8.5.7 When all paid leaves of absence have been exhausted by a classified employee as a result of industrial accident/illness, and if the employee is not medically able and released to assume the duties of the employee's position, the employee may be

placed on a leave of absence without pay. This decision shall be based on the following factors in the Personnel Commission Rules for Unpaid Illness Leave Chapter 15.6: likelihood that the employee will be able to return to regular duties at the conclusion of the leave; length of service and work record of the employee; employee's previous leave history and attendance record; the number of positions in the employee's class; uniqueness of the duties performed; the availability of a substitute; and other reasons as may be deemed appropriate by the Board of Trustees. Such leave is normally granted for a maximum of one (1) year only, but may be extended by the District for a maximum of one (1) additional year. When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able and released to assume the duties of the employee's position, the employee shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available and medically able and released to assume the duties of the employee's position during the thirty-nine (39) month period, the employee shall be employed in a vacant position in the classification of the employee's previous assignment over all other available candidates, except those employees laid off under Article 5 of this contract. If an employee who was classified as a permanent employee is rehired within thirty-nine (39) months after their last day of paid service, the Board shall restore to them all rights, benefits and burdens of a permanent employee, as provided by law. An employee, including but not limited to an employee who has been placed on a reemployment list as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment, shall be dismissed unless the employee retires (if eligible) or resigns.

8.6 BEREAVEMENT LEAVE

Full pay and benefits will be granted an employee for five (5) days they are absent on account of the death of the mother, father, husband, wife, domestic partner, as defined in Family Code § 297, son, daughter, brother, brother-in-law, sister, sister-in-law, parent-in-law, son-in-law, daughter-in-law, stepparent, stepchild, stepsibling, grandmother, grandfather, grandchild, or any relative living in the immediate household of the employee. For purposes of this section, "on account of" shall mean within ninety (90) calendar days. In the event

more time is required for travel of two hundred (200) miles or more one way, an additional two (2) days shall be granted.

8.7 PREGNANCY DISABILITY LEAVE

8.7.1 Employees are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Prior to utilizing any accumulated sick leave balance, the employee shall receive four (4) weeks of paid maternity leave as described in Article 8.7.2. Such leave shall not be used for child care, child rearing, or non-medical preparation for child bearing, but shall be limited to those disabilities as set forth above.

8.7.2 Maternity Leave. The employee shall receive four (4) calendar contract weeks (20 paid work days) of fully paid leave under this section, which shall not count against the employee's sick leave accrual or any other leave of absence the employee may be entitled to under Article 8, including paid parental leave. This four-week period paid leave is only available during the contracted work days when the member is on leave for pregnancy-related disability. It will run concurrent with any paid pregnancy disability leave currently offered and/or enacted in the future, and will not extend the total amount of time available for an employee to be on pregnancy disability leave.

8.7.3 The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and employee's physician. The District may require a verification of the extent of the disability from the employee's physician.

8.7.4 Employees are entitled to leave with differential pay or without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave and the four-week period of fully paid leave have been exhausted. The District may require a verification of the extent of disability from the employee's physician.

8.7.5 The employee on leave for pregnancy disability shall be entitled to return to the position held at the time the leave commenced.

8.8 CHILD REARING LEAVE

Up to one (1) calendar year of unpaid leave may be granted to an employee who is a natural or adopting parent for the purpose of rearing their child. Arrangement for such leave must be made as soon as possible. The employee on child rearing leave shall be entitled to return to a position comparable to that held at the time the leave commenced.

8.9 MILITARY LEAVE

8.9.1 Any employee who enters the active military service of the United States or the state of California, or such auxiliary services as the Merchant Marine or the American Red Cross, will be granted leave during the period of war or national emergency, and will receive regular salary for the first thirty (30) calendar days of such leave. The employee may return to a position within six (6) months after honorably leaving the service or being placed on inactive duty.

8.9.2 Members of the Armed Forces Reserve Corps or of the National Guard or Naval Militia are entitled to a temporary military leave, not to exceed one- hundred eighty (180) days, and will receive their regular salaries for the first thirty (30) calendar days of such leave. The employee shall make every effort to schedule the training duty at a time which will not conflict with regular school duties. If duty is required during the school year, the employee is to notify the Human Resources Department five (5) days in advance of the assigned duty.

8.10 PERSONAL NECESSITY LEAVE

8.10.1 Any days of leave of absence for illness or injury allowed for sick leave may be used by the employee in cases of personal necessity. Personal necessity leave shall be limited to:

- (1) Death or serious illness of a member of the immediate family.
- (2) Accident involving their person or property or the person or property of a member of their immediate family.
- (3) Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

8.10.2 The employee must submit to the Immediate Supervisor a completed Personal Leave Request form within five (5) working days after returning from leave. One (1) copy of the request form, with the Immediate Supervisor's recommendation and comments,

will be returned to the employee. One (1) copy will be forwarded to the District Office by the Immediate Supervisor.

8.11 PERSONAL EMERGENCY LEAVE

8.11.1 A maximum of six (6) days accumulated sick leave may be used in any fiscal year, upon prior notification, for personal emergency leave. Personal emergency leave shall be limited to: Circumstances that are serious in nature and that the employee cannot reasonably be expected to disregard, and that necessitate immediate attention, and cannot be taken care of after work hours or on weekends. Personal emergency leave shall not be used for such matters as vacation, recreational activities, or any matter pertaining to an employee's personal business involving an auxiliary income.

8.11.2 In the absence of an immediate emergency, the employee shall submit a completed Personal Leave Request form in triplicate to the Immediate Supervisor normally within three (3) working days prior to requesting the leave. If an immediate emergency prevents the filing of the Personal Leave Request form in advance, the form shall be filed within three (3) working days after return from the utilization of personal emergency leave. The Immediate Supervisor will verify the request for emergency leave before forwarding it to the District Office. One (1) copy will be retained by the Immediate Supervisor. One (1) copy of the request form, with the Immediate Supervisor's recommendation and comments, will be returned to the employee.

8.11.3 PERSONAL DAYS

Bargaining unit members shall be allowed to utilize three (3) days of personal emergency leave for personal days. This shall not require prior explanation, but shall require a five (5) day prior notification of utilization of this leave. The reason for the leave need not be given and the only reason for refusal shall be lack of a substitute.

8.12 JUDICIAL LEAVE

8.12.1 Any employee of the classified service who is required to render jury duty shall be granted temporary leave of absence for the duration of the duty plus travel time as ordered by the court. Such leave shall be with pay up to the amount of the difference

between the employee's regular earnings and any amount they receives as juror's fees.

- 8.12.2 If an employee is excused from jury service for all or part of a day, they shall promptly notify their Immediate Supervisor. An employee shall return to work from jury duty if the employee can do so and complete at least three (3) hours work during the employee's regular assigned hours, allowing for travel and a thirty (30) minute meal period if the normal meal period was not provided by the court. In no event shall an employee be expected to put in more time, when combining jury duty hours (including travel time) and regular work hours, than their regular number of assigned hours. The exception to the rule would be if the District required the employee to work additional hours beyond the employee's regular number of assigned hours per day and compensated the employee for the additional hours at their regular or overtime rate.
- 8.12.3 For payroll computation purposes, a night employee required to report for work after being excused from jury service shall be considered a day shift employee, that is, an employee eligible for jury pay who performs work on the night shift will receive time and one-half (1.5%) for such work.
- 8.12.4 When an employee is required to appear in court on behalf of this District, no loss of salary shall be incurred. When an employee is required to appear as a witness in court or to respond to a subpoena or an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee, a leave without loss of salary shall be granted up to the amount of difference between the employee's regular earnings and any amount they may receive as a fee up to ten (10) work days.
- 8.12.5 Bargaining unit members serving jury duty during their breaks or electing to postpone jury duty to a scheduled break will be compensated at fifty percent (50%) of their regular rate of pay for each day the individual reports to court. The employee must submit the court time sheet to the District to be reimbursed for their time for jury duty. Employees serving jury duty during nonwork days will receive fifty percent (50%) of their regular rate of pay for each day of nonwork time served. The daily compensation remitted by the court will be given to the District.

8.13 DONATION OF SICK LEAVE

8.13.1 Definition.

When any illness, surgery or injury incapacitates a unit member or a member of the unit member's immediate family, and is expected to continue for an extended period of time, the unit member may ask for a donation of sick leave.

8.13.2 Employee Eligibility.

8.13.2.1 The employee must be a permanent employee of the District.

8.13.2.2 The employee must complete an application for solicitation of sick leave. Applications shall be obtained from the Classified Human Resources Department. Completed applications are to be returned to the Classified Human Resources Department.

8.13.2.3 The employee must provide a physician's statement, which includes the nature of the illness, surgery, or injury of the employee or family member and the probable length of absence from work.

8.13.2.4 If an employee is unable to complete the application, the employee's agent or member of the employee's family shall complete the application and provide the appropriate physician's statement.

8.13.2.5 In order to be eligible to receive a donation of sick leave through these provisions, the employee's fully paid sick and vacation leave must be exhausted. Any recipient of donated sick leave shall be required to exhaust accruing vacation and sick leave as credited to them during the sick leave donation period.

8.14.3 Donations by Unit Members.

8.14.3.1 No employee shall be allowed to donate sick leave to the extent that their accrued sick leave is reduced to less than twenty (20) days multiplied by their number of hours worked per day.

8.14.3.2 For purposes of this Section, sick leave donations shall be made in terms of hours and shall be utilized by the recipient in terms of hours. Donations shall be credited to the recipient in the order received.

8.14.3.3 Donated sick leave not used by the recipient shall be returned to the individual donors. Donors shall receive notification of unused donated sick leave that is returned.

- 8.14.3.4 Administrative and certificated staff may receive and/or donate sick leave to a unit member.

8.14.4 Implementation of Donated Sick Leave.

- 8.14.4.1 For purposes of this Section, sick leave donations shall be paid to the recipient at the recipient's hourly rate of pay, regardless of the donor's hourly rate of pay.
- 8.14.4.2 For purposes of this Section, donated sick leave used by the recipient shall be used concurrently with the one hundred (100) days of sick leave provided in leave hours shall be used to cover the remaining hours needed to equal a full day's salary.
- 8.14.4.3 When a recipient under these procedures becomes eligible for the mandated long-term disability program, the unit member shall apply for such benefit.
- 8.14.4.4 When a recipient under these procedures becomes eligible for a disability under CalPERS and/or Social Security, the District shall apply for a disability retirement for the unit member as per Government Code 21153.
- 8.14.4.5 Receipt of mandated long-term disability payments, CalPERS disability or Social Security disability shall remove the employee from eligibility to the Donation of Sick program.

8.14.5 Donated sick

8.14.5 Donation of Sick Leave Procedures.

- 8.14.5.1 The District and the Association will make a good faith effort to maintain confidentiality regarding donations and use of sick leave at the written request of the employee requesting sick leave donations. However, there will be no liability or recourse if confidentiality is not maintained.
- 8.14.5.2 All completed forms and physician statements shall be returned to the Classified Human Relations Department.
- 8.14.5.3 The Director of Classified Human Relations or designee shall notify the CSEA Chapter President when requests for solicitations of sick leave donations are received and approved.

- 8.14.5.4 The Director of Classified Human Relations or designee shall notify the requesting employee and the Payroll Department that the sick leave donation request form has been received and approved.
- 8.14.5.5 The Director of Classified Human Relations or designee shall send a notice to all classified unit members soliciting sick leave donations for the requesting employee. All sick leave donations shall be sent to the Human Relations Department on the sick leave donation form.
- 8.14.5.6 The District shall keep confidential the names of donating employees unless written permission is received by the donating employee to reveal their name.

8.15 FAMILY CARE AND MEDICAL LEAVE

- 8.15.1 It is the intent of this provision to be consistent with the federal Family Medical Leave Act of 1993 (29 U.S.C. § 2601 et seq.) and the California Family Rights Act of 1991, as amended January 1, 2023 (Calif. Government Code § 12945.2). It shall be interpreted so that there will be no violation of state or federal law.
- 8.15.2 Full-time classified employees with more than twelve (12) months of continuous service with the District shall be granted an unpaid family care and medical leave for up to a total of twelve (12) work weeks in a school year (July 1 through June 30) pursuant to the requirements of this provision. Part-time classified employees who have completed at least 1,250 hours of service in the twelve (12) months preceding the leave shall be entitled to the same benefit. For purposes of this provision, the term "family care and medical leave" means either: (a) leave for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption of the child or foster care of the child by the employee, within one (1) year of such birth or placement; (b) leave to care for the employee's domestic partner, as defined in Family Code § 297, designated person (limited to one (1) per twelve (12) month period), spouse, child or parent with a serious health condition; or (c) leave because of a serious health condition of the employee that makes the employee unable to perform the functions of their position, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions.

8.15.3 For purposes of this provision, the term "child" means a biological, adopted, or foster child, a step-child, a legal ward, a child of a domestic partner, as defined in Family Code § 297, or a child of an employee standing in loco parentis who is either: (a) under eighteen (18) years of age, or (b) incapable of self-care because of a mental or physical disability. For purposes of this provision, the term "parent" means biological, foster, or adoptive parent, a step-parent, domestic partner parent as defined in Family Code § 297, or a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. For purposes of this provision, the term "serious health condition" means an illness, injury, impairment, or physical or mental condition which involves either of the following:

- (1) Inpatient care in a hospital, hospice, or residential health care facility;
or
- (2) Continuing treatment or continuing supervision by a health care provider. For purposes of this provision, the term "health care provider" means an individual holding either a physician's and surgeon's certificate issued pursuant to applicable law, or an osteopathic physician's and surgeon's certificate issued pursuant to applicable law, or an individual who has been determined by the United States Secretary of Labor to be capable of providing health care services under the Family and Medical Leave Act of 1993.

8.15.4 An unpaid family care leave shall be treated as any other unpaid leave. During the unpaid family care leave an employee shall retain employee status with the District, and such leave shall not constitute a break in service. An employee returning from an unpaid family care leave shall have no less seniority than when the leave commenced.

8.15.5 If the employee learns of facts necessitating a family care and medical leave more than thirty (30) calendar days prior to the time the leave is needed, the employee shall provide written notice to the District immediately. A minimum of thirty (30) calendar days written notice is required.

8.15.6 If the employee learns of facts necessitating the family and medical care leave less than thirty (30) calendar days prior to the time the leave is needed, the employee shall provide written notice to the District as soon as possible. The employee is

required to provide the District with written notice within five (5) working days of learning of the need for the leave.

8.15.7 If the employee's need for the leave is foreseeable due to a planned medical treatment or planned supervision of the employee, or that of a child, parent, domestic partner as defined in Family Code § 297, designated person (limited to one (1) per twelve (12) month period), or spouse with a serious health condition, the employee shall consult with the District regarding the scheduling of the treatment or supervision so as to prevent undue disruption to the operations of the District. Any scheduling of treatment or supervision shall be subject to the approval of the health care provider of the individual with the serious health condition. In any event, thirty (30) calendar days written notice is required.

8.15.8 The District requires that an employee's request for a family care and medical leave be supported by a written certification issued by the health care provider of the individual family member requiring care.

8.15.8.1 If the employee is requesting the leave to care for a child, parent, domestic partner as defined in Family Code § 297, designated person (limited to one (1) per twelve (12) month period) or spouse with a serious health condition, the certification shall include:

- (1) The date on which the serious health condition commenced;
- (2) The probable duration of the condition;
- (3) An estimate of the time that the health care provider believes the employee needs to care for the individual requiring the care;
- (4) A statement that the serious health condition warrants the participation of the employee to provide care for the employee's child, parent, domestic partner, as defined in Family Code § 297, or spouse.

8.15.8.2 If the employee is requesting the leave for their own serious medical condition, the certification shall include:

- (1) The date on which the serious health condition commenced;
- (2) The probable duration of the condition;

- (3) A statement that, due to the serious health condition, the employee is unable to perform the function of their position.
- 8.15.8.3 If additional leave is requested beyond the period stated in the certification, the District may require the employee to obtain recertification in accordance with the procedures set forth above.
- 8.15.9 In any case in which the District has reason to doubt the validity of the certification provided for the employee's own serious health condition, the District may require, at the District's expense, that the employee obtain the opinion of a second health care provider, designated or approved by the District, concerning any information certified under Section 8.12.8.2.
- 8.15.10 In any case in which the second opinion described in Section 8.12.9 differs from the opinion in the original certification, the District may require, at the District's expense, that the employee obtain the opinion of a third health care provider designated or approved jointly by the District and the employee. The opinion of the third health care provider shall be considered to be final and shall be binding on the District and the employee.
- 8.15.11 As a condition of an employee's return from leave taken because of the employee's own serious health condition, the employee shall obtain certification from their health care provider that the employee is able to resume work.
- 8.15.12 An eligible employee may elect, or the District may require the employee to substitute accrued paid leave, such as sick leave, differential pay sick leave, or any other paid leave, for any part of the twelve (12) work week period.
- 8.15.13 Family care and medical leave taken because of the serious health condition of the employee or the employee's spouse, child, domestic partner, as defined in Family Code § 297, designated person (limited to one (1) per twelve (12) month period) or parent may be taken intermittently or on a reduced schedule leave when medically necessary. Intermittent or reduced schedule leave shall not result in a reduction of the total amount of family care and medical leave to which the employee is entitled pursuant to state and federal law. Leave taken because of the birth of a child or placement of a child with the employee shall

not be taken intermittently or on a reduced schedule leave unless expressly agreed to by the District and the employee.

- 8.15.14 If an employee requests intermittent leave, or a reduced schedule leave, the District may require the employee to transfer temporarily to an available alternative position. The alternative position must be one which the employee is qualified for, which has equivalent pay and benefits, and better accommodates the recurring periods of leave than the employee's regular position.
- 8.15.15 During any period an employee takes unpaid family care and medical leave, the District shall maintain and pay for coverage for current health and welfare benefits for a maximum of twelve (12) work weeks. The District may recover the premium that it paid as required by this provision for maintaining coverage for the employee under the group health plan if both of the following conditions occur:
 - 8.15.15.1 The employee fail to return from leave after the period of leave to which the employee is entitled has expired.
 - 8.15.15.2 The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to family care and medical leave or other circumstances beyond the control of the employee.
- 8.15.16 If both parents are employed by the District, the District shall not be required to grant leave in connection with the birth, adoption, or foster care of a child that would allow the parents family care and medical leave totaling more than twelve (12) work weeks within a school year.
- 8.15.17 Leave taken under the pregnancy disability provision set forth at Section 8.5 runs concurrently with family care and medical leave under federal law, but not family and medical leave under California law. Consequently, an eligible employee may take a pregnancy disability leave of up to four (4) months and a family care and medical leave of up

to twelve (12) work weeks, for a combination of four (4) months plus twelve (12) weeks (approximately seven (7) months).

- 8.15.18 Leave taken under the industrial accident or illness disability runs concurrently with family care and medical leave under both federal and state law. An eligible employee may take a combined industrial accident or illness and family care and medical leave for a maximum total of twelve (12) work weeks in a school year.

8.16 Parental Leave

- 8.16.1 A unit member may request a leave of absence for reason of the birth of a child of the unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member ("parental leave"), as follows:
- 8.16.2 During each school year, a classified unit member may use their sick leave for purposes of parental leave for a period of up to twelve (12) work weeks. Prior to utilizing any accumulated sick leave balance, the employee shall receive one (1) calendar contract week (5 paid workdays) of fully paid leave under this section, which shall not count against the employee's sick leave accrual or any other leave of absence the employee may be entitled to under Article 8, including paid parental leave. When the unit member has exhausted all available sick leave, and continues to be absent from their duties on account of parental leave, the unit member shall receive pay for the remainder of the twelve (12) work week period at 50% of the unit member's regular salary.
- 8.16.3 A unit member is not required to have 1,250 hours of service with the District during the previous twelve (12) month period in order to take parental leave under this section. However, parental leave under this section shall run concurrently with child bonding leave under the California Family Right Act ("CFRA," Government Code section 12945.2) and a unit member will receive a total of one twelve (12) work week period of parental leave during any twelve (12) month period after birth or placement of the child.
- 8.16.4 The leave must be completed within (1) one year of the birth or foster/adoptive placement of the child and the leave may be granted in two week intervals.

The employee shall have two (2) opportunities to request leaves of shorter duration.

8.16.5 The foregoing provisions are intended to comply with Education Code section 45196.1.

ARTICLE 9 VACATIONS

- 9.1 All employees in the bargaining unit are provided paid vacations. Employees shall not be permitted to take vacation days during their probationary period (six (6) months).
- 9.2 Employees shall receive a monthly rate of vacation, according to years of service, for each month they are in a paid status for more than one-half of the working days of the month. The employee's anniversary date shall be the basis for the computation of earned vacation for longevity in service. For computational purposes, 10.5 month employees will be treated as 11 month employees. Notwithstanding the above, employees who work one hundred eighty (180) days or less in a school year will earn one (1) equivalent vacation leave day (in accordance with 9.3 below) every eighteen (18) days in paid status.
- 9.3 Vacations are earned as follows:
- | | |
|-----------------------|---------------------|
| 1st through 5th year | 1 day per month |
| 6th through 8th year | 1.5 days per month |
| 9th through 13th year | 1.75 days per month |
| 14 years or more | 2 days per month |
- 9.4 Vacation shall be prorated for part-time employees according to the employee's regular workday.
- 9.5 Five (5) days of vacation are cumulative. Employees who have worked in the District for at least five (5) continuous years may request to carry over to the next fiscal year an additional five (5) days of earned and unused vacation (for a total of ten (10) carryover), one (1) time every five (5) years not to exceed a total of forty- eight (48) days. This limit does not apply to vacation which may have accrued but has not been used prior to the effective date of this agreement (July 1, 2016). Employees who wish to carry over vacation days per the above language must submit a request to payroll in writing thirty (30) days prior to the end of the fiscal year. Employees who do not request carryover as described above will be paid for current year unused vacations days at the end of each fiscal year. Current year vacation days will be used prior to the use of accumulated vacation days. Monitoring of accumulated vacation and utilization of same shall be handled by each department and by the Payroll Department. All vacations must be taken at times which meet with the approval of one's Immediate Supervisor.

- 9.6 An employee terminating for any reason after six (6) months of service shall be paid for any unused vacation earned. The termination date will be the employee's last day of service, and any unused vacation to be paid will be computed to that date.
- 9.7 An employee may be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service provided the employee supplies adequate notice and written relevant supporting information regarding the basis for such interruption or termination and provided the request is approved by the Superintendent or designee.
- 9.8 Vacation leave for the fiscal year shall be applied each July 1st for all employees with at least one (1) year of service with the District.
- 9.9 Should an employee leave their employment with the District after utilizing unearned vacation leave, such unearned vacation leave shall be deducted from their final paycheck with the District.

ARTICLE 10 DUTY HOURS

10.1 LENGTH OF WORKDAY

The workday for a full-time employee shall not be less than eight (8) hours of paid service per day. Each employee shall be assigned a fixed, regular and ascertainable minimum number of hours. The hours of service shall be structured and directed by the Immediate Supervisor or designee. Any unit member for whom the starting and/or ending time of the assignment is changed may discuss the change with their Immediate Supervisor, including the reasons for the change, the personal needs of the unit member which may be impacted by the change, and options to the change. The unit member may appeal the Immediate Supervisor's decision to the District-designated administrator, whose decision will be final. The unit member will receive at least five (5) working days' notice of the change.

10.1.1 Employees who are required to flex their schedules shall be provided with at least five (5) calendar days' notice. The five (5) day would start on the day after the notice. For purposes of this section, flex time shall be defined as the temporary adjustment of an employee's work start and end time during a regular work day. The employee may propose the work start and end time, subject to approval by the supervisor.

10.1.1.1 Should the total hours worked in a day exceed eight (8) hours the language of Article 10.6 shall apply.

10.2 ALTERNATIVE WORKWEEK

Alternative workweek shall include, but not be limited to the ten (10) hours, four (4) consecutive day workweek. Participation in these programs must be mutually agreed upon by the employees and the District. Alternative workweeks will be scheduled during specified times of the year as determined by the District. Hours worked in excess of the established workweek under this Section shall be compensated at the overtime rate.

10.3 UPWARD ADJUSTMENT OF HOURS

Any employee with a regular assignment of less than eight (8) hours, who works an average of thirty (30) minutes or more per day in excess of their regular assignment for a period of twenty (20) consecutive working days or more shall have their regular part-time assignment adjusted upward to reflect the longer hours, effective with the next pay period. This upward adjustment to reflect longer hours excludes any longer hours worked due to a vacant

position or leave of absence. Employees shall be informed if the extra hours are for the purpose of covering a vacancy or leave of absence prior to accepting the assignment.

- 10.4 Should the employee express no interest in having their regular assignment permanently adjusted, the upward adjustment shall only be changed to acquire fringe benefits on a properly prorated basis, based on the longer house for the duration of the extra work. The change in proration of fringe benefits shall be effective with the next pay period.

10.5 LUNCH PERIOD ALLOWANCE

All employees shall be entitled to an uninterrupted, unpaid lunch period after the employee has been on duty for five (5) hours. The length of time for such lunch period shall be thirty (30) minutes and shall be scheduled for full-time employees at or about the midpoint of each work shift. The length of time for such lunch period shall be thirty (30) minutes for part-time employees and shall be scheduled by the Immediate Supervisor or designee. An employee required to work during their lunch period shall receive pay at the appropriate rate provided in the contract.

10.6 REST PERIODS

Employees working four (4) hours or more per day shall be entitled to one (1) fifteen (15) minute rest period for each four (4) hour shift worked. The rest period shall be scheduled, as far as possible, in the middle of each four (4) hour shift.

10.7 OVERTIME/EXTRA TIME

10.7.1 Classified employees shall be compensated for all time worked in excess of eight (8) hours on a regular workday, or in excess of forty (40) hours in one (1) week, at one and one-half (1.5%) times the employee's equivalent hourly rate of pay. For employees working on alternative schedules (Section 10.2), see Alternative Workweek.

10.7.2 When an employee's average workday is four (4) hours or more, the workweek shall be considered as not more than five (5) consecutive days. Thus, time and one-half (1.5%) of the employee's regular rate of pay is required for hours worked on the sixth and seventh day. If the average workday is less than four (4) hours, compensation for hours worked on the seventh day shall be time and one-half (1.5%).

10.7.3 The regular overtime rate of pay shall be one and one-half (1.5%) times the regular rate of pay for the employee performing the over-time assignment.

10.7.4 The holiday overtime rate of pay is one and one-half (1.5%) times the regular rate of pay plus the regular rate of pay, regardless of the hours worked on other days in that workweek.

10.7.5 Compensatory Time.

10.7.5.1 Work done beyond normal duty hours of which either overtime or extra time pay is given or compensatory time is given must have prior approval of the Immediate Supervisor or designee not a member of either the certificated or classified bargaining units.

10.7.5.2 Compensation for overtime or extra time may be in the form of cash payment or of compensatory time off of equivalent value to such cash payment. The request as to the method of compensation shall be made by the employee, subject to the approval of the Immediate Supervisor based on the operation requirements of the department. The employee shall have the right to appeal their Immediate Supervisor's decision to the appropriate administrator.

10.7.5.3 When compensatory time off is authorized in lieu of cash compensation, such compensatory time off shall be granted within twelve (12) calendar months following the month in which the overtime or extra time was worked and without impairing the services of the employing District.

10.7.5.4 Compensatory time will not be granted without a signed agreement by employee and supervisor. The agreement will include the date the work will be done, the beginning and ending time, and the type of work being performed. A timesheet will be completed when the compensatory time is used. This timesheet will be submitted to the Immediate Supervisor. Compensatory time for overtime may be in the form of cash payment or of compensatory time off of equivalent value to such cash payment. (See Appendix "C")

10.7.6 Equal Distribution of Overtime. Overtime shall be distributed and rotated as equally as is practical among employees in their respective classifications at the job site.

- 10.7.7 Equal Distribution of Extra Work Time. Extra work time within an eight (8) hour shift shall be distributed and rotated as equally as practical among employees in their respective classifications at the job site.
- 10.7.8 Each job site will post an overtime and extra work time rotational list for the employees at their work site. The lists will be posted by job classification.
- 10.7.9 Call-Back/Call-In to Work. An employee who is called back to work after completion of their regular assignment, called in or called back to work on a day when the employee is not scheduled to work, shall be compensated for at least two (2) hours of work at the appropriate rate, regardless of the actual time worked. In computing overtime in connection with said situations, a reasonable amount of travel time may be included.

ARTICLE 11 PAY AND ALLOWANCES

11.1 WAGES AND WAGE RELATED COMPENSATION

11.1.1 Initial Placement.

At the time of initial placement, newly hired unit members who have prior experience of two (2) years or more in the job classification may be placed on Level 3 of the Salary Schedule. Credit for experience is limited to the last five (5) years.

11.1.2 Salary Schedule.

The regular rate of pay for each employee covered by this Agreement shall be the range and step, together with longevity, where applicable.

11.1.2.1 Anniversary Increments. Step increases will be granted in accordance with anniversary date of employment, or entry into a new classification within a class. Employees hired or entering into a new classification between the 1st and 15th of the month shall have their anniversary date established as the 1st of the month, and when hired or entering into a new classification between the 15th and 30th of the month, their anniversary date shall be established as the 1st of the following month.

11.1.2.2 Longevity. When a bargaining unit member has completed nine (9), fourteen (14), nineteen (19), twenty-four (24), twenty-nine (29), and thirty-four (34) years of continuous service, the unit member shall receive a five percent (5%) longevity increase over their current base salary, including previous longevity step increases. Leaves of absence (paid or unpaid) or reemployment by the District within thirty-nine (39) months shall not be considered a break in service for purposes of this Section.

11.1.2.3 Promotional Placement. When a unit member is promoted, they shall be placed on the next highest step which provides at least five percent (5%) range above their former step.

11.1.2.4 Longevity and promotions will be applied independently of each other. When an employee's longevity increase corresponds to a promotional increase, both increases shall be applied.

11.1.2.5 Effective July 1, 2024, the classified salary schedule shall be adjusted with an increase equal to .70% for the 2024/2025 fiscal year.

11.1.3 Additional Reimbursement.

11.1.3.1 Lodging and Meals. Any employee who, because of work assignment, must be lodged away from home overnight, shall be reimbursed for the actual and necessary costs of such lodging as well as meals as predetermined by the employer. Every effort will be made to process claims as soon as possible after receipt from the claimant.

11.1.3.2 Mileage. Any employee required to use their vehicle on District business shall be reimbursed at the approved I.R.S. rate.

11.1.4 Training Compensation. An employee who is required by the District to attend training sessions shall receive compensation as follows:

- 11.1.4.1 Training During Regular Hours. When the training occurs during the employee's regularly assigned working hours, the employee shall be paid at their regular rate of pay and shall receive all benefits to which they are entitled.
- 11.1.4.2 Overtime During Training. When the regularly assigned hours and the hours of training combined total in excess of eight (8) hours on a regularly assigned work day, the employee shall be paid at the overtime rate appropriate for the day and or time at which the training occurs. The overtime rate shall be based on the employee's regular rate of pay.
- 11.1.4.3 District to Pay Training Costs. All costs incurred under a District mandated training program for employee transportation, registration fees, and supplies shall be paid for by the District.
- 11.1.4.4 When the District requires an employee to attend training during non-work time, the District will pay the employee at their regular rate of pay.
- 11.1.4.5 Employees are permitted to voluntarily attend District provided training without compensation.
- 11.1.4.6 The District shall make a good faith effort to provide training for bargaining unit members during their regularly scheduled work hours.

11.1.5 Payment for Working Out-of-Classification.

- 11.1.5.1 The Board may require employees covered by this Agreement to perform duties not assigned to their position for up to two (2) days within a fifteen (15) day calendar period in an assignment at a higher range on the salary schedule without paying the employee at the higher range. Commencing on the third day within the same fifteen (15) day calendar period, the employee must be paid at the higher range and at their existing salary step for the entire number of days that they are required to work out-of-classification during the fifteen (15) calendar day period.
- 11.1.5.2 Unit members working out-of-classification shall receive at least a five percent (5%) increase to their regular rate of pay.
- 11.1.5.3 No more than two (2) employees in a department or at a site shall be asked to work out-of-classification to cover the same vacancy in the department at the same time.
- 11.1.5.4 The determination for out-of-classification work will be made by the Immediate Supervisor with concurrence of the Director of Classified Human Relations prior to the work taking place. Under normal circumstances, prior approval shall be in writing. When

out-of-classification work is assigned, the Immediate Supervisor, in a timely manner, will complete the appropriate documentation required for out-of-classification payment.

11.1.6 Professional Growth Program.

11.1.6.1 Purpose. A Professional Growth Program is established by this Section whose purpose is to provide continuous purposeful engagement in study and related activities by employees and to retain and extend high standards of performance by employees.

11.1.6.2 Definition. The Professional Growth Program shall include only courses and professional preparation taken outside the regular working hours of the employee. Classes or inservice programs taken on District time and for which the District pays the tuition and/or expenses will not be counted for professional growth credit.

11.1.6.3 Eligibility of Employees.

11.1.6.3.1 Employees must have served for one (1) year with the District to be eligible for participation in the Professional Growth Program.

11.1.6.3.2 No employee on leave of absence as a full-time student will be eligible to participate in the program, and any courses taken during such leave shall not qualify for credit in the program.

11.1.6.3.3 If an employee terminates employment with the District and is subsequently reemployed by the District, they shall not be entitled to credit or payment for any previous professional growth increments.

11.1.6.3.4 If an employee is hired with the stipulation that they must complete a specific number of units, attain a particular degree (high school graduation, community college graduation, college graduation or advanced degrees), or maintain a specific certification, the studies necessary to meet these requirements shall not be counted toward the Professional Growth Program.

11.1.6.3.5 An employee must be in a paid status in order to receive any portion of the payment for professional growth increments under this program and such payment will end when employment is terminated for any reason.

11.1.6.4 Courses to be Counted for Credit.

11.1.6.4.1 Credit for Courses. An employee wishing to take courses for credit may request consideration for such a course in writing from the Certificated Human Relations Department. If the course is denied, the employee may appeal the decision to the Inservice and Professional Growth Committee. If the Inservice and Professional Growth Committee recommends that credit for the

course be given, the recommendation shall be valid only if the recommendation is approved by the Board.

- 11.1.6.4.2 Application for Credit. An employee wishing to enroll in this program must file a Request for Approval of a course to be taken with the Certificated Human Relations Department. If permission is granted under the provisions of this Article, payment for the course shall occur only upon satisfactory completion of the course and the filing with the Certificated Human Relations Department of the appropriate verification. This shall consist of an official grade card issued by the institution giving the course, or an official transcript. For approved courses not given by an institution, the Certificated Human Relations Department shall establish the appropriate validation requirements.
- 11.1.6.4.3 Grade Requirements for Credit. Only courses with a grade of "C" or better will be accepted. If a "pass/fail" grade is issued instead of a letter grade only a "pass" grade will be accepted.
- 11.1.6.4.4 No more than nine (9) semester units will be allowed for professional growth under this program during any one (1) fiscal year (July 1-June 30). If more units are earned, the excess number may be carried over to succeeding increments.
- 11.1.6.5 Payment for Professional Growth Program. Monies earned for increments under the Professional Growth Program shall be paid in addition to the employee's regular salary, and shall be subject to the customary payroll deductions for retirements, social security, and withholding taxes, as for usual salary payments.
 - 11.1.6.5.1 Effective July 1, 2023, each yearly increment shall be \$517.56 for all bargaining unit members.
 - 11.1.6.5.2 All increments payable under this Article shall be increased by the percentage amount of the general salary increase for each year of the life of the contract.
 - 11.1.6.5.3 All increments shall be paid to bargaining unit members proportionately on a monthly basis.
- 11.1.6.6 Time of Payment. Professional Growth increments which are verified before the 10th of the month shall be paid the first of the month following, and thereafter, in each monthly warrant.
- 11.1.6.7 Professional Growth Increments. An increment consists of nine (9) semester units of professional growth credit. In computing this, the following shall be used:
 - 11.1.6.7.1 Sixteen (16) hours of instruction will be considered equal to one (1) semester unit.

- 11.1.6.7.2 Of the nine (9) semester unit, at least seven (7) semester units must be job-related. Two (2) of the units may be CSEA professional growth training, work-place relations and professional enhancement.
- 11.1.6.7.3 For purposes of calculation, fourteen (14) quarter units equal nine (9) semester units, and one hundred forty-four (144) actual instructional hours equal nine (9) semester units (for non-college courses).
- 11.1.6.8 Payment for Increments. The total number of increments which can be earned and accumulated is eight (8). A maximum of one (1) increment will be approved for payment in any one (1) fiscal year.
- 11.1.6.9 District Professional Growth Committee. An Inservice and Professional Growth Committee is hereby established consisting of three (3) employees covered by this Agreement appointed by the Association and three (3) Management members appointed by the District. The purpose of the committee is to review disputed Professional Growth Program classes which are appealed by an employee from a decision by the Certificated Human Relations Department. The Certificated Human Relations Department shall appoint the chairperson of this committee.
- 11.1.7 Replacing or Repairing Employee's Property.
 - 11.1. 7 .1 The District, in accordance and consistent with the following provisions, shall reimburse employees for any verified loss, damage, or destruction of personal property such as eyeglasses, hearing aids, dentures, watches and articles of clothing necessarily worn or carried by the unit member suffered while performing services to the District or while such personal property is on District premises. Reimbursement shall be conditioned upon the absence of negligence by the employee. The value of any item lost, damaged, or destroyed without fault of the employee shall be determined as of the time of the verified loss, damage, or destruction.
 - 11.1.7.2 If an employee has an individual insurance policy that can cover the claim, then the employee shall file a claim with that individual insurance policy. This reimbursement shall be made only to the extent that a unit member's own individual insurance policy will not cover the claim. The unit member's individual insurance policy is to be considered the primary insurer, and the District will only reimburse the unit member up to the deductible amount of the unit member's policy (not to exceed \$500). If the unit member does not have an individual insurance policy

that could cover the claim, the District will not be liable for more than \$500.

- 11.1.7.3 When vehicles are damaged in the line of duty, the same maximum reimbursement shall apply (\$500) and the unit member's automobile insurance will also be considered the primary insurer. Notwithstanding the above, in the event that an employee's personal automobile insurance excludes coverage when the vehicle is used for business purposes, the following paragraph shall apply: When a bargaining unit member is required to use their personal vehicle in order to conduct District business, the District liability insurance shall cover that vehicle and employee.
- 11.1.7.4 A written request for reimbursement must be filed by the employee within five (5) calendar days of the incident with Business Services. Business Services shall conduct such investigation as may be necessary. The burden of proof in all cases is with the employee seeking reimbursement.
- 11.1.7.5 Reimbursement for verified loss, damage, or destruction of personal property suffered while performing services for the District or while such personal property is on District premises is provided only when approval for the use of the personal property in the schools was given before the personal property was brought on District premises or before use while performing services for the District. All such prior approval shall be in writing. Exceptions to such prior approval shall be eyeglasses, hearing aids, dentures, watches, and articles of clothing which are damaged from a District caused accident.
- 11.1.7.6 Reimbursement for verified loss, damage, or destruction of vehicles shall be absolutely limited to payment for verified loss, damage, or destruction resulting from malicious acts of others. If a police report is taken, a copy of the report shall be provided to Business Services. If there is damage or destruction of a vehicle, two (2) written estimates from licensed repair facilities of repair cost shall be provided to Business Services. The District payment shall be limited to the amount of the lowest estimate and shall be paid directly to the repair facility upon verification of satisfactory completion of repairs.
- 11.1.7.7 If an employee receives any payment from an insurance carrier for any loss, damage, or destruction to personal property for which the District gave reimbursement, the employee shall repay the District if such payment from an insurance carrier covers the same loss, damage, or destruction covered by the District. In the event the District has provided reimbursement, the District shall assume the right from the employee to

collect any appropriate damages related to this reimbursement and the employee shall execute all assignments and other documents and cooperate and perform all other acts as required by the District in pursuing their rights in such matter.

11.1.8 Physical Examinations. The District agrees to provide reasonable reimbursement of any medical examination required by law as a condition of continued employment, as required by law or its successor.

11.1.9 Newly Created Positions. The District agrees to notify the Association in writing of any proposed classified position, its placement in the bargaining unit and salary range placement.

11.2 DIFFERENTIAL PAY

A classified employee assigned to work a regular, continuing schedule of eight (8) hours per day in which one-half (1/2) or more of the regular shift is worked after 6:00 p.m., or a regular part-time employee who is assigned to work a regular continuing schedule in which four (4) or more hours are worked after 6:00 p.m., shall be entitled to shift differential pay. Such differential shall amount to placement on the step of the next higher salary range which is approximately two and one-half percent (2 1/2%) above the employee's regular salary. If any employees enumerated above work four (4) or more hours between the hours of 1:00 a.m. and 7:00 a.m., they shall be entitled to placement on the next higher full salary range, which is approximately five percent (5%) above the employee's regular salary.

11.3 INSERVICE, MINIMUM DAYS

Inservice or minimum days shall be regular workdays for all unit employees and shall be compensated at the employee's regular rate of pay.

11.4 SUMMER SCHOOL/EXTENDED YEAR ASSIGNMENTS

When the Board establishes temporary positions during Summer School/Extended Year periods, those positions shall be offered to regular employees of the District not regularly assigned during these periods. Employees who apply for summer school/extended school year positions shall be selected on the basis of seniority (except as noted below) in the classification to which the position has been determined by the District. Seniority dates are determined by the date of hire within the classification. In the case of a tie, the determination will be made in accordance with Section 5.15 of the CSEA Contract. If there are insufficient applicants for the open positions in the classification, appointments shall be made on the basis of seniority of employees who are qualified to perform the duties of the position, as determined by the Director of Classified Human Relations.

11.4.1 The first priority to fill office or Library Media Technician positions during summer school/extended year shall go to the current employee in the needed classification assigned to that site who has applied for summer school/extended year work. If the employee in that classification at that site does not apply for summer school/extended year work, then the seniority process outlined in paragraph 1 shall apply.

- 11.4.2 The first priority to fill positions for site-specific summer programs shall go to the current employee in the needed classification assigned to that site who has applied for summer school/extended year work. If there is more than one employee assigned to the site in the needed classification for the site-specific summer program, appointments shall be determined by the Principal based on the needs of the students. If no employee in that classification at that site applies for summer school/extended year work, then the seniority process outlined in paragraph 1 shall apply.
- 11.4.3 Instructional Support positions (including the classifications of Instructional Assistant 11-LH/CH/RSP, Special Education Assistant IVSH/PH, Instructional Assistant-Behavioral Intervention, and Senior Health Services Technician) assigned to work one-on-one with a student during the regular school year are given first priority to work with that student during summer school/extended school year. If the employee who works one-on-one with the student does not apply for summer school/extended year work, then the seniority process outlined in paragraph 1 shall apply.
- 11.4.4 Instructional Support positions other than those described in paragraph 4 (including the classifications of Instructional Assistant 11-LH/CH/RSP, Special Education Assistant IV-SH/PH, Instructional Assistant-Behavioral Intervention, and Senior Health Services Technician) are given first priority to work with groups of students to which they are assigned during the regular school year during summer school/extended school year. If the employee who works with the particular group of students does not apply for summer school/extended year work, then the seniority process outlined in paragraph 1 shall apply.
- 11.4.5 Summer school/extended school year administrators will be given the flexibility to reassign employees working in Instructional Support positions as described in paragraphs 4 and 5 as needed within the employee's classification based on the needs of the students.
- 11.4.6 Employees working in the same classification as their regular assignment shall be paid their same range and step. Employees working in a lower classification than their regular assignment shall be paid at their same step at the lower range. Employees working in a higher classification than their regular assignment shall be paid in accordance with Section 11.1.2.3.
- 11.4.7 All employees requesting to work summer school/extended year must complete an application form provided by the Classified Human Relations Office by the due date stated on the application. Employees who submit an application after the due date will be placed at the end of the selection list within their classification, regardless of their seniority date.

11.5 BILINGUAL STIPENDS AND HOURLY OUT-OF-CLASS PAY

Classified employees who are bilingual may be requested to use their bilingual/biliterate skills for tasks that are not part of their regular job description. The length of time required and frequency may vary according to the needs of the site/department and the situation for which the skill is required. There are two types of bilingual assistance that are needed at sites and departments; office assistance (stipend positions) and occasional assistance (hourly out-of-class pay).

11.5.1 Related Definitions:

- 11.5.1.1 Bilingual: An employee who speaks and understands, to varying degrees, two languages.
- 11.5.1.2 Biliterate: The ability to speak, read, and write in two languages.
- 11.5.1.3 Interpretation: The process of orally rendering communication from one language into another language.
- 11.5.1.4 Translation: The preparation of a written text from one language into an equivalent written text in another language.

11.5.2 English/Spanish Examination

In order to receive pay for providing translation/interpretation in Spanish, an employee must take and pass one of the English/Spanish Examinations.

The examinations are developed specifically to the duties being performed.

There are three levels of bilingual/biliterate services:

11.5.2.1 Level and Description

- 11.5.2.1.1 Tier 1 – Bilingual: Through examination, employee has demonstrated a strong level of verbal communication in English/Spanish. May provide assistance in person, on the phone, in school messenger recordings, or interpretation (oral) in basic parent meetings, such as parent conferences, attendance, and basic home/school communications.
- 11.5.2.1.2 Tier 2 – Biliterate Trained: Through examination, employee has demonstrated a strong level of verbal and written communication in English/Spanish. May provide assistance as described in Tier 1 and may also provide interpretation (oral) for student disciplinary matters, fact finding inquiries, SST's, Triads, 504's, site-based meetings including, but not limited to ELAC, PTA, and School Site Council, and other similar meetings. May provide translation (written) of newsletters, flyers, letters, emails, and other site-based communications.
- 11.5.2.1.3 Tier 3 – Biliterate IEP Trained: Through examination, employee has demonstrated advanced technical educational discourse and written communication in English/Spanish. May provide assistance as described in Tier 1 and 2 and may also provide interpretation (oral) of legal documentation in meetings that

require a high degree of understanding of educational language such as IEP meetings, School Board meetings, and depositions. May provide translation (written) of legal documents or district-wide communication.

11.5.3 Office Assistance (School Sites and District Departments)

Bilingual stipends will be available for office personnel (Secretaries, Support Secretaries, Clerical, Office Assistants, Health Technicians, Attendance, Data related classifications) at each school and department who assist Spanish speaking parents or community members.

11.5.3.2 Office Assistance Stipend Types and Stipend Amount

Office Assistance Stipend Types	Examination Level	Stipend Amount/Monthly
Bilingual Office Assistance Stipend	Tier 1	\$75
Biliterate Office Assistance Stipend	Tier 2	\$100

11.5.3.3 If an employee receives a bilingual/biliterate stipend, they must be willing to use their bilingual/biliterate skills.

11.5.3.4 If bilingual skills are already required for the employee's position (for example - Community Liaison, District Interpreter/Translator, etc.) the employee will not be eligible for the stipend.

11.5.3.5 If a job posting states "bilingual preferred", the employee will automatically receive the stipend if they pass the bilingual examination and are hired.

11.5.3.6 The stipend is paid for each month worked based on an 8 hour day/pro-rated for positions less than 8 hours.

11.5.4 Occasional Assistance, School Sites and District Offices

Due to the need for additional bilingual work and interpreting/translating during parent conferences and other meetings, employees not assigned a stipend may be asked to use their bilingual skill to communicate with families. This extra occasional assistance is optional and may be declined.

11.5.4.1 Only essential and necessary bilingual/biliterate and/or translation/interpretation tasks that cannot be accomplished by employees receiving a stipend or by employees in positions designated as bilingual will be eligible for out-of class pay. Translation/interpretation tasks done for convenience, preference, or comfort will not be eligible.

- 11.5.4.2 Normally, translation/interpretation tasks that are expected to extend longer than fifteen (15) minutes must have prior approval from an administrator.
- 11.5.4.3 Only employees who have passed at least the Tier 1 of the examination will be entitled to compensation for bilingual work on an hourly basis. Only employees who have passed at least Tier 2 of the examination will be entitled to compensation for bilingual/biliterate work on an hourly basis. Employees who have been selected to be occasional translators/interpreters will not be entitled to any compensation prior to meeting the above requirements.
- 11.5.4.4 An employee working out of class as an occasional translator/interpreter during their regular working hours will be paid the differential hourly rate between the Range assigned to the appropriate Tier (see below) and the employee's current hourly salary.
- 11.5.4.5 An employee working out of class as an occasional translator/interpreter outside of their regular working hours will be paid at Step 1 of the Range assigned to the appropriate Tier (see below). The minimum amount of said out of class pay shall be five percent (5%)
- 11.5.4.6 Instances of occasional assistance work must be in accruing increments of 15 (fifteen) minutes or greater in order to receive compensation.
- 11.5.4.7 The use of hourly occasional assistance work is separate from the office assistance stipend positions.

Office Assistance Types	Level	Range
Bilingual Office Assistance	Tier 1	Range 45
Biliterate Occasional Assistance	Tier 2	Range 50
Biliterate IEP Trained Occasional Assistance	Tier 3	Range 52

- 11.5.4.8 This is separate from Article 11.1.5. The minimum amount of said out of class pay shall be five percent (5%)

MECHANICS TOOLS

Mechanics must provide and maintain their own working set of tools. The District will provide mechanics a \$125 per month tool allowance to cover the cost of necessary repair and/or replacement.

- 11.6 In the event it was determined that the employee was overpaid by the District, the employee and the District shall meet within ten (10) work days of the date of the notice to reach a mutual agreement for the return of the overpayment.

11.7 FAIRSHARE

For the term of this contract, the parties agree to utilize Fair Share concepts for bargaining including, but not limited to monthly budget meetings held with both parties, establishing proportions for both salary increases and reductions and establishing a process for reaching settlement followed up by parties comparing and reviewing District financial information on an annual basis (February "True Up")

11.8 EQUITY CLAUSE

Should any other bargaining unit receive increases of total compensation greater than that mentioned above in item 11.7, the difference between the amount received by CSEA and that amount shall be available for classified employee compensation.

ARTICLE 12 HOLIDAYS

12.1 HOLIDAYS.

All employees who are a part of the bargaining unit shall be entitled to be paid for all legal and locally declared holidays provided that they were in a paid status during any portion of the work day preceding or succeeding the holiday period. The holidays shall be:

- New Year's Day
- Martin Luther King Day
- Lincoln's Day
- President's (Washington) Day
- Admissions Day (granted the 1st work day following Christmas Day)
- Friday of Spring Recess (granted the 2nd work day following Christmas Day)
- Memorial Day
- Juneteenth National Independence Day
- July Fourth
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day

Notwithstanding the adoption of separate work schedules for the certificated and the classified services, on any school day during which pupils would otherwise have been in attendance but are not and for which certificated personnel receive regular pay, unit members shall also be required to work regular hours and receive regular pay.

12.2 ADDITIONAL HOLIDAYS

Every day appointed by the President of the United States or the Governor of California as a public fast, thanksgiving or holiday, or any day declared as a holiday by the Board will be a paid holiday for all employees if they would otherwise have been in paid District status on the day of declaration and were in a paid District status on the day immediately before or after the day of declaration.

12.3 CUSTOMIZED SCHEDULES

For employees who are not twelve-month employees and have a work year assigned via a customized schedule, holidays will be assigned on a prorated basis according to the following formula: The prorated share of holidays (Section 12.1) granted to an employee will be equal to the percent of the work year listed on the employee's customized schedule based upon a 247 day work year. For purposes of determining partial allocation of holidays, discrepancies will be rounded up in the favor of the employee. The customized schedule will reflect this prorated allocation.

ARTICLE 13 EVALUATION PROCEDURES

Performance evaluations for all regular permanent and probationary employees shall be obtained at specific intervals during the work year. Evaluations shall be reported on appropriate forms in accordance with the following provisions:

13.1 PROCEDURES TO BE FOLLOWED

An important part of each performance evaluation is the establishment of job targets (goals and objectives) for the coming evaluation period. Monitoring or "feedback" systems, if any, are to be discussed at this time. During the evaluation period, both the employee and the evaluator will take an active role in assessing the progress achieved in meeting the established job targets (goals and objectives). Periodic conferences should be held where necessary.

13.2 Performance evaluations for all probationary employees shall be submitted at three (3) months and five (5) months of employment during the probationary period.

13.3 Performance evaluations for all permanent employees shall be submitted no later than June 30th of each year. In the event the employees do not receive their performance evaluation within thirty (30) days of the due date, the evaluation will be considered satisfactory.

13.4 An evaluator may conduct a special evaluation for either a permanent or probationary employee at times other than those regularly specified. An employee may request and receive a special evaluation in their non-evaluation year.

13.5 The evaluation shall be prepared in triplicate and signed by the evaluator. The evaluation shall also be signed by the Supervisor of the evaluator except in cases where the designated evaluator is a member of the Management Team. The evaluatee shall be given reasonable notice in advance of evaluation review. The evaluation shall be reviewed in private with the employee. The evaluator and evaluatee shall sign the evaluation during the evaluation meeting. The signature of the employee does not mean agreement with the evaluation, but merely that the evaluation has been discussed with the employee. In the event the employee elects not to sign the evaluation, such will be noted on the evaluation by the evaluator. The original of the completed evaluation shall be sent to the Classified Human Resources Department, the second copy is to be retained by the evaluator, and the third copy is to be given to the employee.

- 13.6 If additional designated Lead employees or Management Team members are involved in evaluating an employee, their evaluation comments and/or ratings shall be included in the evaluation prepared by the evaluator. Designated Lead employees are only to provide input to the evaluator completing the evaluation. Any such comments and/or ratings will be identified as being made by those additional persons. The names of those additional designated Lead employees or Administrators who have provided such input shall be listed on the evaluation.
- 13.7 If the employee elects to submit written comments with regard to an evaluation, this must be submitted to the evaluator within ten (10) work days (based on the employee's work year calendar) after the evaluation has been submitted to the employee. Such written comments will be attached to and become part of the evaluation.
- 13.8 Employees with work deficiencies shall be given notice of the deficiency and counseled with suggestions for improvement when it becomes apparent to the evaluator that the deficiency could lead to an overall rating of "below requirements."
- 13.9 The evaluation instrument is attached to this Agreement designated as Appendix "D." The Performance Improvement Plan is attached to this Agreement designated as Appendix "E."
- 13.10 The District and CSEA agree to meet and negotiate on the modifications to the evaluation form.
- 13.11 PERSONNEL FILES: Information of a derogatory nature shall not be placed in an employee's personnel file until the employee is given notice and an opportunity to review and make written comments thereon. Such review shall take place during normal business hours and the employee shall be released from duty for this purpose without salary reduction.

ARTICLE 14 TRANSPORTATION

14.1 BIDDING

On an annual basis, the District will develop assignments for drivers/transportation assistants that support educational and operational requirements in the most efficient manner. The District shall determine all assignments and the driving time. Bidding of assignments shall be by seniority. No bid will be accepted unless the employee is appropriately licensed, and deemed qualified by the District for the assignment including, but not limited to, the ability to safely operate all equipment scheduled for use.

14.1.1 The annual bid shall commence no later than the eighth week after the first day of school as determined by the Board approved school calendar. Prior to the start of each school year, drivers I transportation assistants shall be assigned the same hours per week day and as close to the prior year's assignment as possible.

14.1.1.1 Drivers/transportation assistants shall be notified of assignments available for bid at least two weekdays prior to the day scheduled for bidding. Drivers I transportation assistants shall be notified of these assignments via posting and also their District assigned email addresses.

14.1.1.2 These assignments shall be assigned an appropriate bus, and assigned for the entire school year with the understanding that adjustments may be made to accommodate the education needs, including, but not limited to, changes to IEP's, and to maintain safe and efficient use of the equipment and human resources of the Department.

14.1.1.3 Drivers/Transportation assistants shall be allocated times ten minutes for purposes of bidding assignment. If a Driver/transportation assistant exceeds the allowed time, he/she forfeits his/her bid and shall be assigned work by the District. If the Driver I transportation assistant is unable to keep the assigned appointment time for the purpose of selecting an assignment, that driver may designate another person as proxy to physically appear and to select an assignment. Such proxy designation shall be in writing.

- 14.1.1.4 Drivers I transportation assistants on medical leaves of absence at the time of bidding who wish to bid on an assignment will provide a note from their treating medical provider to their Supervisor which shall state the anticipated date of return and any requested accommodation the week before the bid as defined in 14.1.1. If an employee is unable to return to work at the time of the bid, they shall maintain their most recent prior bid and shall be assigned work as stated in 14.1.1.5.
- 14.1.1.5 Drivers I transportation assistants who do not bid shall be assigned work within their classification by the Director of Transportation or designee. The work assigned shall not exceed the length of work day as defined in Article 10.1.
- 14.1.1.6 Following the initial bidding, there shall be no re-bidding of assignments except as provided for in paragraph 14.1.1.7 below. Switching of assignments between drivers I transportation assistants after bidding is not permitted except as assigned or directed by the District. The District reserves the right to add runs, delete runs, modify stops on existing and add or delete assignments. Such changes shall be made only for demographic, operational and/or educational reasons. Such changes may not be made for arbitrary or capricious reasons.
- 14.1.1.7 In the event that an assignment is vacated during the school year, the District retains the right to modify or eliminate such assignment. If the District declares a vacancy or creates a new assignment, then such assignment will be posted for one (1) working day before bids are accepted pursuant to Section 14.1. Any work vacated as a result of the bid will be filled via a transfer request. Any remaining unassigned work will be filled by the Director of Transportation or designee.
- 14.1.1.8 The district will continue to study the possibility of creating and maintaining a 6 hour minimum route guarantee for bus drivers.
The following will apply:
 - 14.1.1.8.1 In the month of September of each year, the Director of Transportation will develop bus driver routes at a minimum

of 6 hours, provided that the Director determines that a 6-hour route is feasible and can be maintained for the duration of the school year, including as provided for in Article 14.1.1.2. This does not affect the District's right to add runs, delete runs, modify stops on existing and add or delete assignments as provided for in Article 14.1.1.6

14.1.1.8.2 Should the Director determine that it is necessary to develop or change routes to below 6-hour minimum, the Director or designee shall maintain records of and document the reason(s) for the decision.

14.1.1.8.3 The Transportation Committee will meet each year after March 15 and before June 1 to review the routes and any changes that were made, along with the reasons for the change.

14.2 BENEFITS

Pursuant to Article 15, benefits for drivers/transportation assistants shall be computed annually at the time of the bid.

14.3 EXTRA WORK

Extra work is all work not previously assigned by the District. Extra work will be assigned by the District in a way which takes into account both driver/transportation assistant seniority and minimizing overtime.

14.3.1 Field trips are defined as extra work and shall be assigned pursuant to Article 10.

14.3.2 Summer School assignments are defined as extra work assignments and shall be offered pursuant to Article 11.4.

14.4 Driver/transportation assistant's assignments will follow the Board approved school calendar. Assignments that include non-student days (based on the school calendar) are defined as extra work assignments and shall be offered pursuant to Article 10.

14.5 SUBSISTENCE

Drivers on trips of five (5) hours or more in duration will be reimbursed for one meal; drivers on trips of ten (10) hours or more in duration will be reimbursed for two meals. Drivers must present receipts acceptable to the District Finance Department to qualify for reimbursement.

Reimbursement for the meals shall not exceed \$14.00 for breakfast or lunch, and \$18.00 for dinner. Use of the school bus assigned to the driver is permitted for transit to and from meals as coordinated with coach/teacher/chaperone.

14.6 DRIVER TRAINING

The District will ensure that, as a minimum, adequate training time equal to the requirements of the state of California will be made available to drivers. During these training sessions, drivers will be compensated at the normal rate of pay. Drivers shall be informed monthly of all inservice hours completed.

14.7 EXCEPTIONS TO THESE PROCEDURES

The CSEA and the District agree that there are situations unique to the Transportation Department which would require the Transportation Director to make exceptions to these procedures with notice to the CSEA President in a timely manner.

14.8 Bus Drivers shall receive a five percent (5%) differential compensation when serving as a school bus delegated trainer authorized by the Department of Education.

14.9 TRANSPORTATION COMMITTEE

The parties agree to establish a transportation committee for the purpose of studying and improving transportation procedures. The Committee will consist of six (6) representatives, three (3) appointed by CSEA and the District. The Committee will meet on an annual basis to address procedures regarding extra time, extra work, bidding, safety and field trips within the Transportation Department to ensure Article 10.6, 11.4 and 14.3 of this contract are implemented equitably. The Transportation Committee will recommend the procedures for extra time, extra work, bidding, and field trips for negotiations. The committee will also discuss the cost of meal reimbursement with the Transportation Department.

14.9.1 The committee will make recommendations to both parties by no later than March 15 of each year. The parties will negotiate the implementation of the committee's recommendations.

14.10 Global Positioning System

The CSEA and the District agree to adhere to the following articles regarding the global positioning system on all school buses and all white fleet vehicles to track the location of those buses and all white fleet vehicles.

- 14.10.1 In the event the District receives a complaint or alert regarding an employee operating a school bus or white fleet vehicle, and the District has reason to believe that the Zonar results may verify the complaint/alert or otherwise support that an employee has violated a provision in the Personnel Commission Rules and Regulations for the Classified Service, the District may use the Zonar results as evidence in support of subsequent disciplinary action, subject to CSEA's right to object on grounds provided for in the Personnel Commission Rules and Regulations.
- 14.10.2 Except as provided in Article 14.10.1 above, Driver Performance Reports derived from Zonar will only be posted as positive reinforcement. If the results of a Driver Performance Report lead to a concern about driver performance, the driver's supervisor may discuss those results/concerns in a private meeting with the driver.
- 14.10.3 If data gathered from Zonar is to be used in an employee discipline situation, the employee shall be provided, upon request, with that data and/or reports after completion of the District's investigation into the matter.
- 14.10.4 Except as stated herein, Articles 14.10.1, 14.10.2 and 14.10.3 does not affect the District's and CSEA's rights under the disciplinary provisions in the Personnel Commission Rules and Regulations.

ARTICLE 15. HEALTH & WELFARE BENEFITS/RETIREMENT INCENTIVES

15.1 The District shall contribute the amount specified in 15.1.1 or a prorated amount thereof toward the purchase of health, dental, vision, and life insurance benefits for all eligible unit members and their eligible dependents under the District provided plans.

15.1.1 Effective July 1, 2023, the District shall contribute no more than \$1,351.80 per month (10-pay) per full-time unit member for medical, dental, vision, and life insurance, toward the purchase of the established benefit package, whichever plan the employee chooses eligible part-time employees are prorated based on the amount specified in Section 15.1.2. Any difference between the full cost and the District's contribution shall be paid by the employee through automatic payroll deduction. The contribution amount established in this Section will be deemed the District maximum contribution in the future years unless amended by the parties.

15.1.2 For unit members whose established regular work assignment is at least four (4) hours per day and/or twenty (20) hours per week, the District shall contribute a prorated amount towards the District-provided group health insurance plan (i.e., medical, dental, vision and life). The contribution is based on the number of hours in the established regular work assignment for the employee. The District contribution shall be prorated based on the amount as noted in Section 15.1.1 and shall be calculated by dividing the number of hours worked by the employee in one week based on the established regular work assignment, divided by the forty (40) hour work week. The percentage achieved by this calculation will be the prorated amount contributed by the District for employee health benefits. Any cost in excess of the District's prorated contribution shall be the employee's responsibility.

Example:

Employee's established work schedule is 27.0 hours per week. $27.0 \div 40.0 = 67.5\%$ of the amount specified in Section 15.1.1 will be contributed by the District toward the employee's benefits.

15.1.3 It is understood that the annual benefit coverage for each eligible unit member will begin on January 1 and continue uninterrupted through December 31.

15.1.4 Tenthly Deductions: Eligible employees will pay health and welfare benefit premiums in ten (10) equal payments which the District will deduct from their paychecks. The District will deduct these payments from September through June, annually.

15.1.5 Employee-Employer Insurance Committee. The parties agree to participate in a collaborative partnership as a means of delivering benefits. The Insurance Committee will be a collaborative partnership, composed of representation from both CSEA and the Management, and will meet on a regular basis to make recommendations affecting the insurance program. The type and level of benefits and providers (examples: medical conditions qualifying for coverage, deductibles, and co-pays under the package) will be modified only through the bargaining process.

15.2 MISCELLANEOUS PROVISIONS

Duration of Benefits. Dependent coverage will be extended for twelve (12) months after the death of a participating employee.

15.3 LEAVES

If a unit member is on leave of absence without pay status, they may convert the health, dental, vision coverage, and life coverage to a direct payment basis by forwarding to the District in advance the monthly, semi-annual, or annual rate for the coverage.

15.4 EMPLOYMENT TERMINATION

15.4.1 Upon resignation, termination, or placement in non-eligible status, a unit member will continue to receive benefits and pay their monthly contribution through the end of the month benefits are received. This shall include resignations, terminations, and placements in ineligible status that occur after the last working day of the employee's work year and prior to the start of the employee's next work year. The unit member's contribution may be automatically deducted from the final payment provided to the unit member. If the contribution owed by the unit member exceeds the final payment provided by the District, the unit member shall be responsible for paying the remainder to the District within fifteen (15) calendar days of their benefits expiring. If the unit member does not pay the remainder owed to the District within fifteen (15) calendar days of their benefits expiring, the employee's benefits will be canceled at the first of the month that the employee's full monthly contributions were not paid.

For example, if a less than twelve (12) month employee ends their employment during the month of July, they will receive benefits through the end of the month if all contributions have been deducted from the employee's pay warrant. If an employee ends their employment during the month of August, prior to the start of their next work year, that employee will pay the remaining employee contribution in order to receive benefits through the end of August. If the employee does not pay their contribution within fifteen (15) calendar days following August 31st, their benefits will be canceled as of July 31st.

15.4.2 An employee that resigns, terminates, and/or is placed in an ineligible status after the last working day of an employee's work year and prior to the start of the employee's next work year, may choose to end their benefits on June 30th and receive a refund for additional benefit contributions collected, but not used.

15.4.3 Upon termination or placement in a non-eligible status of a unit member, the affected employee and their dependents may continue coverage under the health, dental, life, and vision plans for the time periods as specified in the Consolidated Omnibus Budget Reconciliation Act (COBRA). Such employees must pay the monthly premium in advance. Employees terminating for any reason will be informed in writing of any conversion policy available through the District.

15.5 RETIREMENT BENEFITS

Any member of the bargaining unit who is fifty-five (55) years of age or older and is participating in the District insurance program and has rendered at least ten (10) years of full-time service or its equivalent, (the equivalent of full-time service will be determined by the PERS formula, excluding time purchased from PERS) with the Vista Unified School District will receive upon retirement from the District a contribution towards the District's insurance programs. Eligible members will receive an annual contribution of fifty percent (50%) of the District's contribution specified in Section 15.1.1 towards the purchase of the District's insurance programs (until age 65 - last year prorated), or the individual may receive a one-time payment as follows:

Age of Retiree	Amount
55	\$19,800

56	17,820
57	15,840
58	13,860
59	11,880
60	9,900
61	7,920
62	5,940
63	3,960
64	1,980
65	0

A proration of the cash out will be made which is dependent upon the exact age of the individual.

15.6 TAX SHELTERED ANNUITIES

Permanent Employees. Each permanent employee shall be given the opportunity of entering into an amendment for the purpose of effecting a reduction in the salary paid to such employee. For each employee who voluntarily elects to accept such reduction in the salary paid, the District will, as directed by such employee, purchase, with an amount equal to such reduction in salary, an individual, group, or variable annuity contract issued by an admitted insurer, with or without a life insurance element. The contract shall be non-transferable and the participant's rights are non- forfeitable except for failure to pay future premiums. It is the intent of this policy to make available to employees an annuity for their benefits and at their expense, which annuity may or may not qualify an employee for certain tax deferment benefits. The District will rely upon representations and information furnished by insurers that annuities offered will qualify for such benefits, but undertakes to make no assurance to employees that any tax deferment benefits will accrue. Each employee is expected to assure themselves from personal legal or tax counsel of the effect upon their purchase of any annuity made available under this resolution of the authorization of any salary reduction to purchase such annuity.

15.7 RETIREMENT INCENTIVE AGREEMENT

A retirement incentive may be offered by the District periodically. If the District offers a retirement incentive to any other bargaining unit, the District shall offer a comparable incentive to classified bargaining unit members.

15.8 LONG-TERM DISABILITY PLAN

The District agrees to provide a long-term disability plan with mandatory participation by all eligible bargaining unit members, employee to pay premium. Bargaining unit members whose assigned work hours are less than four (4) hours a day/twenty (20) hours per week are ineligible for participation in the established Long Term Disability Program. This Agreement shall remain in effect until such time as the parties mutually agree on an alternative program for which these unit members are eligible or otherwise mutually agree on a response to the unavailability of a mutually acceptable alternative program. The agency used to be jointly determined by the District and CSEA.

15.9 SECTION 125 FLEXIBLE BENEFIT PLAN

The District shall provide to all bargaining unit members a Section 125 flexible benefit program, participation to be voluntary. The agency used to be jointly determined by the District and CSEA.

ARTICLE 16 EMPLOYEES' SAFETY CONDITIONS OF EMPLOYMENT

- 16.1 Bargaining unit employees may use such force as is reasonable under the circumstances to protect them from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.
- 16.2 The employee and their Immediate Supervisor shall report to the appropriate law enforcement authorities any incident in which a school employee is attacked, assaulted, or physically threatened by any pupil. Failure to make such a report is an infraction punishable by a fine of not more than one thousand dollars (\$1,000).
- 16.3 Any abuse of school personnel, assault or battery upon school personnel, or any threat of force or violence directed toward school personnel at any time or place which is related to school activity or school attendance, shall be reported by employees to their Immediate Supervisor. Employees shall notify the District relating to the violations described herein and shall complete required reports as soon as is practical.
- 16.4 Employees shall be provided coverage under the terms and conditions of the Industrial Accident/Illness Leave as defined in this Agreement and illness leave provision for any injury or illness arising out of or in the course of their employment. The Board shall, within ten (10) days of the consummation of this Agreement, enter into an agreement with a qualified insurer. Such agreement shall provide each employee with adequate coverage against personal liability for damage, death of a person, injury to a person, or damage or loss of property caused by the employee acting within the scope of their employment. Such insurance policy shall also cover all reasonable expenses incurred by the employee in connection with their defense.
- 16.5 An employee has the right to submit written recommendations to the Immediate Supervisor regarding the maintenance of safe working conditions, facilities and equipment repairs, and modifications and other practices designed to ensure compliance with applicable standards of the California Insurance Fund and the provisions of the school district fire and liability insurance programs. The District shall acknowledge, in writing, receipt of the employee's recommendations within five (5) working days. Thereafter, the District will inform the

employee, in writing, of its findings and conclusions following the completion of its investigation.

- 16.6 The District shall place (post) at prominent entry locations at each site, notices (signs) for regulating unauthorized persons and loitering on campus.
- 16.7 If, in the opinion of the Immediate Supervisor, a student could potentially pose a threat to any personnel on the campus, the Supervisor shall so notify the appropriate staff.
- 16.8 An employee has the right to recommend disciplinary action regarding student conduct to the student's appropriate administrator. Said Administrator shall notify the reporting employee whether or not action was taken.
- 16.9 Miscellaneous Safety Issues
 - 16.9.1 Guidelines for loading movable cabinets will be posted in each cabinet.
 - 16.9.2 Custodians can request of a Site Administrator that an improperly loaded movable cabinet be reloaded properly before they are required to move the cabinet.
 - 16.9.3 Back braces will be made available to employees required to lift fifty (50) pounds or more on a daily basis.
 - 16.9.4 CSEA and the District will form a bilateral committee that will meet quarterly or more often upon request by either party to study safety conditions and hazard reports. The recommendations of the Safety Committee will be presented to the Board and bargaining teams.
- 16.10 It is understood that employees shall not be required to work under unsafe conditions or to perform tasks which endanger their health, safety, or well-being as determined by the appropriate Federal, State or local public agency. The District agrees to follow OSHA requirements concerning training of unit members and notification to unit members who, by the nature of their assignments, work with or are exposed to hazardous chemicals and/or toxic materials.
- 16.11 The District shall require and reimburse vehicle and equipment mechanics and all staff identified as a maintenance/operations and grounds classification as outlined in the Classified Job Titles Salary Ranges, Appendix B up to one hundred fifty dollars (\$150) per school year toward the purchase cost of safety footwear.

ARTICLE 17 SAVINGS PROVISION

If any provisions of this Agreement are held to be contrary to law by the PERB or a court of competent jurisdiction and all appeals have been exhausted, such provision will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. The Association and the District will meet within thirty (30) work days if any portion of this Agreement is deemed to be invalid and negotiate a replacement for said severed Section.

ARTICLE 18 NO-STRIKE PROVISION

It is agreed and understood that there will be no strike or concerted activity to interfere with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other organizations to engage in such activity. In the event of a strike or concerted activity to interfere with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action. It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District. It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement or in District policy from any employee and/or the Association. It is agreed and understood that there will be no lockout or concerted activity to interfere with the operations of the Association by the Board or its officers, agents, or members during the term of this Agreement, including compliance with the request of other school boards to engage in such activity. In the event of a lockout or concerted activity to interfere with the operations of the Association by any employee or member of the Board, the Board agrees in good faith to take all necessary steps to cause those employees or members to cease such action. It is understood that in the event this Article is violated, the Association shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement.

ARTICLE 19 SUPPORT OF AGREEMENT

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the negotiation process. Therefore, it is agreed that the Association and the District will support this Agreement for its term. Except as provided in this Agreement, no member of the Association nor any member of the Board, the Superintendent, or his/her designee shall seek change or improvement in any provision of this Agreement for the life of this Agreement. The Board and the Association shall not interpret or apply the provisions of this Agreement in a manner which is arbitrary, capricious, or discriminatory.

ARTICLE 20 EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over state laws to the extent permitted by state law. Further, it is agreed that in the absence of specific provisions in this Agreement, District practices and procedures are discretionary with the District to the extent that they are not contrary to or inconsistent with the specific provisions in this Agreement or state law.

ARTICLE 21 COMPLETION OF MEET AND NEGOTIATION

During the term of this Agreement, the Association and the Board understand and agree that their mutual requirement to meet and negotiate in good faith is completed. They shall begin to meet and negotiate on the subsequent contract no earlier than March 15, and no later than April 15, of the year that this contract expires.

ARTICLE 22 TERM

- 22.1 This Agreement shall remain in full force and effect up to and including June 30, 2025, with the exception of those areas specifically designated within the Agreement as reopeners. Requests to modify, amend, or terminate the agreement by either party shall be submitted by March 15, 2025. Both parties shall begin to meet and negotiate on the subsequent contract no earlier than March 15 and not later than June 1, unless extended per mutual agreement.
- 22.2 Reopeners Designated in the Agreement. The District and the CSEA agree to reopen negotiations for the 2022 - 2023 and 2023 - 2024 fiscal years regarding Article 11 - Pay and Allowances, Article 15 - Health and Welfare Benefits/Retirement Incentives, and not more than two (2) additional Articles to be designated by each party in writing. The parties agree to begin negotiating on Article 11 - Pay and Allowance and Article 15 - Health and Welfare Benefits/Retirement Incentives, and not more than two (2) additional Articles to be designated by each party in writing no earlier than March 15 and no later than June 1, unless extended per mutual agreement.

"APPENDIX A"
Vista Unified School District
CONTRACT GRIEVANCE FORM

INSTRUCTIONS FOR EMPLOYEE: Complete Parts 1 through 4 and sign the form. This form should be used to file a formal written grievance. Before filing this form, the grievant should attempt to resolve the grievance by an informal conference with the immediate supervisor. Retain one (1) and submit one (1) copy to the Association and two (2) copies to the appropriate supervisor.

TO: _____
(Appropriate Supervisor) (Position) (School/Office)

FROM: _____
(Name of Grievant) (Position) (School/Office)

An informal conference concerning this matter was held. ☐ Yes ☐ No

Date held: _____ Who was present? _____

STATEMENT OF GRIEVANCE:

1. Date alleged violation, misinterpretation, misapplication, or misimplementation of the specific provisions of the contract first became known: _____

2. Nature of grievance (briefly state pertinent facts): _____

3. Specific provision(s) of the contract allegedly violated, misinterpreted, misapplied, or misimplemented: _____

4. Remedy sought: _____

(Signature of Grievant) (Date Filed with District) (Date Filed with Association)

DISTRICT OFFICE USE: Final disposition of grievance (see attached grievance records for Levels 1_____, II_____, III_____, IV_____, V_____, ARB_____.)

(Signature of Appropriate District Official Upon Final Disposition) (Date of Final Disposition)

Distribution: WHITE-Personnel YELLOW-Supervisor PINK-Employee GOLDENROD-Employee Association

Appendix "B"

CLASSIFIED JOB TITLES SALARY RANGES

VISTA UNIFIED SCHOOL DISTRICT							
ACCOUNTING	Range	INSTRUCTION/SCH SUPPORT	Range	INFORMATION SYSTEMS	Range	MAINTENANCE/OPERATIONS	Range
Accountant	63	Adult Education Testing Technician	40	Data Entry Clerk	40	Carpenter	57
Accounting Assistant	47	Adult Education Transition Advisor	53	Database Administrator	67	Concrete Maintenance Worker	47
Accounting Technician	52	Athletic Trainer	52	Information Systems Support Specialist	60	Custodian	42
Attendance Accounting Specialist	63	Attendance Technician (H.S.)	45	Lead Systems Support Technician	62	Electrician	57
Budget Analyst	68	Attendance Worker	35	Network/Analyst	67	Electronics Technician	57
Fiscal Services Technician	52	Attendance/Records Technician (M.S.)	45	School Site Data Coordinator	49	Equipment Operator	55
Payroll Technician	52	Attendance/Secretary	45	Service Desk Technician	52	Facilities Project Coordinator	65
School Finance Technician	52	Bilingual Testing Assistant	40	Staff Data Technician	51	Fire and Safety Systems Technician	59
Senior Payroll Technician	54	Campus Assistant I (M.S.)	39	Systems Support Technician	59	HVAC & R Mechanic	57
		Campus Assistant II (H.S.)	42			Lead Carpenter	59
CHILD NUTRITION SERVICES		College and Career Center Technician	45	LIBRARY/MEDIA		Lead Concrete Maintenance Worker	52
Central Kitchen Coordinator	54	Community Liaison	41	Instructional Media Train & Supp Spec	51	Lead Electrician	59
Child Nutrition Lead I	44	Data and Assessment Technician	49	Library Media Tech II-Elementary	47	Lead Painter	59
Child Nutrition Lead II	47	District Interpreter/Translator	52	Library Media Technician II-MS/HS	47	Locksmith	57
Child Nutrition Lead III	49	Health/Attendance Technician	45			Maintenance Technician	50
Child Nutrition Services Assistant I	35	Inst Asst I-After School Program	36	PRINT/PURCHASING/WAREHOUSE		Maintenance Worker	45
Child Nutrition Services Assistant II	37	Inst Asst-Behavioral Intervention	42	Buyer	52	Painter	56
Child Nutrition Svcs Operations Asst	50	Instructional Assistant II-ELD/BB	38	Inventory Control Technician	47	Plant Lead I	48
		Instructional Assistant II-LH/CH/RSP	38	Printing Technician	47	Plant Lead II	52
SECRETARIAL/OFFICE		Instructional Asst III-Adapted P.E.	40	Purchasing Technician	47	Plant Lead III	54
Administrative Secretary I	55	Instructional Asst II-Transition Pgm	38	Records Technician	41	Plumber	57
Contract Specialist	52	Instructional Asst IV-Workability	42	Senior Buyer	55	Pool Specialist	49
Risk Management Technician	58	Licensed Vocational Nurse	50	Storekeeper	49	Telecommunications Technician	59
School Administrative Secretary-Elementary	52	Noon Duty Assistant	35	Warehouse Worker/Delivery Driver	46	Welder	57
School Administrative Secretary-Secondary	52	Registered Behavior Technician	48				
School Support Secretary I	41	Registrar	45	TRANSPORTATION		GROUND	
School Support Secretary II	45	School Age Child Activity Assistant	37	Bus Driver	47	Athletic Field Technician	44
Staff Secretary I	46	School Age Child Care Leader	45	Bus Driver Trainee	46	Grounds Equipment Operator	44
Staff Secretary II	48	Science Center Assistant	39	Bus Driver Trainer	51	Grounds Equipment Specialist	48
		Special Education Assistant IV-SH/PH	42	Lead Bus Driver	48	Grounds Maintenance Worker	43
CLERICAL		Testing Assistant	36	Lead Vehicle & Equipment Mechanic	60	Irrigation Technician	48
Office Assistant	39			Trans Scheduler/Dispatcher	49	Lead Grounds Maintenance Worker	50
Receptionist	40			Transportation Assistant	36		
School Office/ASB Asst	40			Vehicle & Equipment Mechanic	57	EXEMPT	
Switchboard Op/Receptionist-H.S.	42					Avid Tutor	35
						Student Assistant	\$16.00
HUMAN RESOURCES						Temporary Office Worker	37
Employee Benefits Technician	58						
Human Resources Specialist	53						
Human Resources Technician	49						

Updated 06/2024

1

(circle one)

TOTAL HOURS
EARNED (+)

- 83



Classified Employee Evaluation

Name	
Classification	
Location	N/A ▾ N/A ▾
Date	
Evaluation	Special ▾

Reflection on prior goals: (How did you implement your prior goal or goal(s):

Support & Training: Administrative assistance to the employee in meeting goal(s). How can VUSD or your supervisor help you meet these goals and objectives?

GOAL SETTING: Goal(s) for this period based on the job description: (To be completed with supervisor during the goal-setting conference) Goals are to be based on the evaluation criteria, established by mutual agreement, and developed to assist the employee in current position (please list a minimum of 1; maximum of 3).

--

Employee Signature

Date

Evaluator Signature

Date



Name				
Classification				
Location				
Date				
Evaluation	<input type="checkbox"/> 3-Month	<input checked="" type="checkbox"/> 5-Month	<input type="checkbox"/> Annual	<input type="checkbox"/> Special

INSTRUCTIONS:

1. Meet with employee
2. Review Reflection section with employee
3. Review evaluation with the employee and set goals.
4. Obtain employee signature at the end of the review.
5. Distribute as follows: Employee Copy *Administrator/Supervisor Copy *Classified Human Relations

Performance Standards**Standard 1: Job Knowledge****Knowledge of Duties**

Demonstrates clear understanding and ability to perform the assigned job duties and has in-depth knowledge and technical expertise. Learns and masters applicable new skills and procedures.

<input type="checkbox"/> Outstanding: Demonstrates a mastery of breadth of knowledge. Is regarded as an expert.	<input type="checkbox"/> Meets Requirements: Has good knowledge of job responsibilities and meets standards.	<input type="checkbox"/> Needs Improvement: Needs to increase knowledge of job duties and has limited awareness of what needs to be done.
---	--	---

Comments:

Flexibility

Demonstrates the ability to accommodate unexpected changes in the work routine.

<input checked="" type="checkbox"/> Outstanding: Consistently goes above and beyond to meet the demands of the unexpected.	<input type="checkbox"/> Meets Requirements: Appropriately modifies behavior and work methods in response to the unexpected.	<input type="checkbox"/> Needs Improvement: Has difficulty in responding to changing conditions in the workplace.
Comments:		

Professionalism

Exhibits professional demeanor including dress, language and customer service.

<input type="checkbox"/> Outstanding: Models professional demeanor appropriate to the position, including dress, hygiene, language, and customer service.	<input type="checkbox"/> Meets Requirements: Exhibits professional demeanor appropriate to the position, including dress, hygiene, language, and customer service.	<input type="checkbox"/> Needs Improvement: Occasionally professional demeanor appropriate to the position, including dress, hygiene, language, and customer service.
Comments:		

Job-Specific Factors:

Based on the job description for each individual employee.

<input type="checkbox"/> Outstanding	<input type="checkbox"/> Meets Requirements	<input type="checkbox"/> Needs Improvement
Comments:		

Standard 2: Communication & Professionalism

Attendance/Punctuality

Requests and uses leave in accordance with the Collective Bargaining Agreement. Adheres to work schedule;

<input type="checkbox"/> Outstanding: Attendance is exemplary and uses good judgment in scheduling leave.	<input type="checkbox"/> Meets Requirements: Attendance is reliable and gives proper notice in advance of foreseeable absences.	<input type="checkbox"/> Needs Improvement: Frequently late/absent from work and/or does not use good judgment in scheduling leave.
Comments:		

Cooperative/Team Player

Works well with others; is responsive, exhibits positive attitude towards work; ability and willingness to work with associates, administrators, and colleagues towards common goals; accommodating and dependable.

<input type="checkbox"/> Outstanding: Promotes and builds excellent	<input type="checkbox"/> Meets Requirements: Listens and responds	<input type="checkbox"/> Needs Improvement: Lack of effective
--	---	---

relationships with others.	effectively. Demonstrates respect for coworkers and others.	communication skills which negatively impact job performance.
Comments:		

Safe Work Habits

Understanding and application of safe practices; observes safety rules consistently. (i.e., lifting, storing, ergonomics, etc.)

<input type="checkbox"/> Outstanding: Models safe work habits. Identifies unsafe conditions and recommends solutions.	<input type="checkbox"/> Meets Requirements: Practices safe work habits.	<input type="checkbox"/> Needs Improvement: Does not pay attention to prescribed safety policies and procedures that define safe work habits.
Comments:		

Interpersonal/Communication Skills

Ability to listen, hear and respond in an appropriate, meaningful and timely way that enhances mutual respect with others as the employee carries out his/her responsibilities.

<input type="checkbox"/> Outstanding: Promotes and builds excellent relationships with others.	<input type="checkbox"/> Meets Requirements: Listens and responds effectively. Demonstrates respect and kindness for coworkers and others.	<input type="checkbox"/> Needs Improvement: Lack of effective communication skills which negatively impact job performance.
Comments:		

Standard 3: Performance

Productivity

Performs job duties with competency, accuracy, and thoroughness.

<input type="checkbox"/> Outstanding: Demonstrates exemplary work and a high level of accuracy and creativity. Work is consistently of high quality.	<input type="checkbox"/> Meets Requirements: Produces quality results. Work is accurate and thorough. Pays attention to detail	<input type="checkbox"/> Needs Improvement: Quality of work is below standard. Requires redirection.
Comments:		

Follow Through/Prioritize

Demonstrates good judgment in planning, organizing, and completing work.

<input type="checkbox"/> Outstanding: Demonstrates exemplary skills in planning and organizing the completion of work.	<input type="checkbox"/> Meets Requirements: Plans, organizes, and completes work.	<input type="checkbox"/> Needs Improvement: Insufficiently plans, is organized and completion of work is inconsistent.
Comments:		

Effectiveness/Efficiency

Demonstrates the ability to use time wisely in producing the volume or quantity of work required for the position.

<input type="checkbox"/> Outstanding: Results routinely exceed expectations in terms of time usage and quantity produced.	<input type="checkbox"/> Meets Requirements: Completes assigned work and uses time wisely.	<input type="checkbox"/> Needs Improvement: Needs to utilize time management skills in order to increase volume of work completed.
Comments:		

Overall

Overall rating

<input type="checkbox"/> Outstanding:	<input type="checkbox"/> Meets Requirements:	<input type="checkbox"/> Needs Improvement: (If overall rating is Needs Improvement a PIP would be required.)
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Input provided by: _____

Name of Evaluator: _____

I have discussed this evaluation with the employee.

Administrator/Supervisor Signature

Date

I certify that this evaluation has been discussed with me, I understand that my signature does not necessarily indicate agreement. I understand that I have the right to review this evaluation and have my own comments

I

attached regarding any statement considered derogatory, within ten (10) working days from today's date. Both the evaluation and comments will be filed in my personnel file.

Employee Signature

Date



PERFORMANCE IMPROVEMENT PLAN VISTA UNIFIED SCHOOL DISTRICT

Name: _____ Position: _____ School/Department: _____

Evaluator: _____ Date of Initiation of Plan: _____

Dates Reviewed for Progress: _____

Date of Completion of Plan: _____

General Performance Standards rated “Needs Improvement” (list all that apply):

Specific work performance deficiencies or job behavior requiring improvement or correction	Indicator(s) of Accomplishment	Support or Assistance Provided (Name of Supervisor Manager Resource)	Target Date	Completion Confirmed by Evaluator:

--	--	--	--	--

Note: The ultimate responsibility for improvement lies with the employee. Successful completion of the plan is contingent upon demonstration of the listed target behaviors, not merely completion of the improvement activities.

Employee's Comments: Optional (if provided with written statement, attach and provide to Human Relations):

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Employee's Signature

Date

Evaluator's Signature

Date

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its
CHAPTER # 389**

Tentative Agreements Signature Page
November 12, 2024

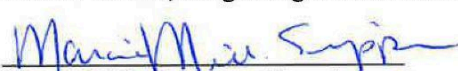
This agreement represents the mutual understanding and tentative agreements reached between the California School Employees Association and its Chapter #389 and Vista Unified School District for Articles 8, 10, 11, and 16. By signing below both Parties acknowledge that they have reviewed and discussed the terms of the tentative agreements and agree to the provisions as set forth, subject to further formal ratification, approval, or modification as necessary. This agreement is effective upon both parties' internal procedures and shall not be finalized until the completion of said internal procedures.

AGREED
CSEA


Marcela Ramos, CSEA Chapter #389, President

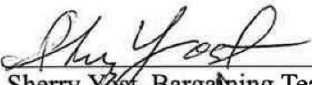

April Llamas
CSEA Labor Relations Representative


Susana Torrico, Bargaining Team Member


Marcia Mills-Schipper, Bargaining Team Member



Mario Bojorquez, Bargaining Team Member



Mary Kizer, Bargaining Team Member


Sherry Yost, Bargaining Team Member


Robert Johnson, Bargaining Team Member

DISTRICT


Rachel D'Ambrosio
Assistant Superintendent, Human Relations


Date