

AGREEMENT

JULY 1, 2020 – JUNE 30, 2023

BETWEEN

**LOS ALAMITOS UNIFIED
SCHOOL DISTRICT**



AND

**CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION, CHAPTER #324**



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ARTICLE I - RECOGNITION

Pursuant to the certification of the Educational Employment Relations Board in Case No. LA-R-179, (Recognition Agreement dated April 30, 1976), the Los Alamitos Unified School District, (hereinafter referred to as the District), recognizes California School Employees Association and its Chapter #324, (hereinafter referred to as the Association), as the exclusive representative for the following unit of employees.

The Association designated in this Article shall not preclude the State CSEA from providing negotiation and legal services to the local Chapter and its dealings with the District.

INCLUDED:

Accounting Assistant I
Accounting Assistant II
Administrative Assistant I
Administrative Assistant II
Athletic Equipment Attendant
Athletic Facilities Manager
Athletic Trainer
Attendance Accounting Technician
Attendance Clerk
Buildings & Grounds Maintenance Worker
Bus Driver
Business Services Specialist
Campus Supervisor
Certificated Personnel Specialist
Child Development Program Technician
Clerical Assistant I
Clerical Assistant II
Clerical Assistant III
College and Career Guidance Technician
Computer AV Technician
Computer Systems Coordinator
Counseling Assistant
Custodian
Database Specialist
Data Processing Technician
Day Custodian - Athletic Facilities Attendant
Delivery Driver
Extended Day Care Center Assistant
Extended Day Care Center Lead Assistant
Facilities/Grounds Maintenance Lead Person
Food Service Assistant I

Food Service Assistant III
Food Service Assistant Cook
Food Service Assistant - Satellite Cafeteria
Grounds Maintenance Worker I
Grounds Maintenance Worker II
Head Custodian
Health Clerk
High School Lead Day Custodian
High School Secretary I
High School Secretary II
High School Switchboard Operator
HVAC Mechanic
Information Systems Specialist I
Information Systems Specialist II
Information Systems Technician
Instructional Art Specialist
Instructional Assistant
Instructional Assistant - Accompanist
Instructional Assistant - Bilingual
Instructional Assistant – Continuing and Alternative Education
Instructional Assistant – Detention
Instructional Assistant – Early Childhood Education
Instructional Assistant - English Language
Instructional Assistant – Infant Care
Instructional Assistant – Mathematics & Science
Instructional Assistant – Media Center & Technology
Instructional Assistant - Physical Education
Instructional Assistant – Reading Lab
Instructional Assistant - Special Education
Instructional Materials Clerk
Intensive Behavioral Instruction Assistant
Lead Bus Driver
Lead Instructional Assistant – Behavior Intervention
Library Media Technician
Licensed Vocational Nurse
Mechanic
Media Center Assistant
Media Center Assistant - High School
Network Security Analyst
Painter
Payroll Technician I
Payroll Technician II

- Personnel Assistant
- Personnel Clerk - Substitutes
- Playground Supervisors who hold another part-time probationary or permanent position in the District’s classified service*
- Preschool Lead
- Purchasing Assistant
- Purchasing Services Lead
- Reprographic Services Specialist
- School Readiness and Community Liaison
- School Office Coordinator - Continuation High School
- School Office Coordinator
- Skilled Maintenance Worker
- Skilled Maintenance Worker - Electrical
- Skilled Maintenance Worker - Plumbing
- Speech and Language Pathology Assistant
- Student Records Clerk
- Student Records Clerk – Continuation High School
- Systems Analyst I
- Theatre Production Technician
- Warehouse Lead Person

* Playground/Noon Duty Supervisors who concurrently hold another probationary or permanent part-time position in the classified bargaining unit shall be included in the unit. Articles II – XVII and the Appendices of this Agreement shall apply to Playground Supervisors who hold a part-time probationary or permanent classified position, but these Articles and Appendices shall not apply to employees who hold only a Playground/Noon Duty Supervisor position. The health benefit eligibility threshold for unit members who serve in the Playground/Noon Duty Supervisor classification and in another part-time classified permanent or probationary position shall be thirty (30) hours per week.

EXCLUDED:

Confidential

- Administrative Assistant II (Human Resources, Business Services, Instructional Services)
- Certificated Personnel Specialist
- Classified Personnel Technician – Personnel Commission
- Executive Assistant to the Superintendent
- Personnel Specialist

Management

Assistant Superintendent
Bond Program Manager
Communications and Public Information Officer
Coordinator
Deputy Superintendent
Director and Assistant Director
Extended Day Care Center Supervisor
Extended Day Care Center Program Supervisor
Food Services Program Supervisor
Food Services Supervisor
High School Plant Supervisor
Maintenance Supervisor
Theater Production Supervisor
Transportation Supervisor

Classified Exempt

Full-Time Students working as Instructional Assistants
Playground Supervisors
Temporary Classified Employees

The Association agrees that this represents the appropriate unit. The District agrees to notify the Association of all newly created job classifications at least five (5) working days prior to forwarding to the Personnel Commission.

Upon adoption by the Personnel Commission, the District shall forward to CSEA a copy of the new and/or revised job description(s). The Association shall have the right to seek unit clarification by PERB proceedings on any new titles or any newly created job classifications not specified in the above unit description. Nothing agreed to herein will prevent adjustments to the unit to be made upon mutual agreement of the District and the Association.

Disputes concerning the interpretation and application of this Article are not subject to the grievance procedures defined within this contract.

ARTICLE II - EMPLOYEE RIGHTS

The District and Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, or participate in employee organization activities.

Any person who places written material in an employee's file shall sign the material and date such material. Employees shall be notified in writing and provided with copies of any derogatory written material at least five (5) working days before it is placed in the employee's personnel file. Employees shall be afforded the right without loss of compensation to respond in writing to any derogatory written material placed in the employees personnel file. Time to respond, if requested by the employee, shall be scheduled by the supervisor.

ARTICLE III - ASSOCIATION RIGHTS**A. Access**

Authorized Association representatives shall, in accordance with the conditions noted herein, have the right of access to District facilities for the purpose of contacting unit members, and transacting lawful Association business. Upon arriving at a school site, any such representative shall first report to the office of the site administrator to announce his or her presence and the intended purpose and length of visit.

In no event shall any representative or unit member interrupt or interfere in any way with normal work. Contacts with unit members shall be limited to lunch breaks and other than normal working hours, unless the Superintendent or his/her designee at his/her discretion approve such contact.

The Association may utilize District facilities not otherwise in use for meeting purposes, subject to the provisions of the Civic Center Act.

B. Distribution and Posting of Materials

The Association may distribute organizational literature to unit members on District property, provided it conforms to the content restrictions in Section "D" hereof, and does not interfere in any way with District business. No person shall distribute literature on District property in a place or manner which distracts unit members who are performing their duties. Literature for unit members may be distributed, or left for pickup, in coffee rooms, lounges and in other appropriate site locations as designated by the site administrator.

The Association shall have the right to post notices of Association concern (consistent with Paragraph "D" hereof) on bulletin boards, at least one of which shall be maintained in each work location in an area frequented by unit members.

C. Use of Internal School Mail System

The Association shall have reasonable use of the internal school mail system to distribute organizational material which conforms to the content restrictions of Section "D" hereof, if it does not interfere with normal operation of the mail service. It shall provide to the Superintendent and the site administrator a complete copy of the material distributed to unit members.

D. Content Restrictions

Any literature to be distributed or posted must not be unprofessional or hold any individual to ridicule. It must be dated and must identify the person and organization responsible for its promulgation.

E. Information

The District agrees to provide the Association with two complete Association copies of agendas and minutes of Board of Education meetings and Personnel Commission agendas and minutes. Following public presentation, the District agrees to provide the Association with two copies of the preliminary budget and the final budget. The District agrees to provide the Association with two copies of all current job descriptions and to provide the Association with two copies of new and/or revised job description(s) per Article I - Recognition. All other public record documents requested by the Association will be furnished at the rate established by the current board policy.

The District agrees to, by October 15 of each school year (and March 15 if requested), provide the name and job classification of each unit member. Upon request by CSEA, phone numbers and addresses of bargaining unit members will be provided to the Association unless the district has on file a specific request from the employee not to release this information specifically to CSEA. The Association agrees to use such information for internal organization purposes only, and not to disclose it to any third party. The District agrees to provide the Association with a copy of the revised (updated) seniority list no later than May 1 unless otherwise notified.

F. Released Time

The Association President and/or Grievance Chairperson may, upon prior approval of his/her supervisor, be permitted to leave the work site upon completion of his/her work responsibilities for the purpose of conducting association business within the District. The Association President and/or designee(s) shall be allowed a total of thirty (30) days of paid leave to attend association conferences or to conduct Association business. The number of individuals released for this purpose shall be limited to a total of five (5) unit members on any given work day. The Association agrees to pay the cost of a substitute for the thirty (30) days if a substitute is assigned, except for the annual conference when the Association will not be billed for the cost of substitutes.

G. Representative Rights

Upon request of a unit member, the Association shall be entitled to represent such persons in matters involving discipline or discharge of the unit member, and to accompany such person to review the member's personnel file.

H. Seniority

For employees hired prior to December 31, 1999, the employee's seniority order shall remain by hours in paid status in classification as of January 14, 2000. Seniority for employees hired beginning January 1, 2000, will be determined by the employee's hire date in a classification. In cases where seniority determination is required and there are employees with the same hire date in the same classification, seniority shall be determined by lot. The lottery shall be conducted by the District with CSEA President or designee present.

I. New Employee Orientation

The Association may develop a packet of material to provide new employees to orient them to various benefits of membership.

ARTICLE IV – ORGANIZATIONAL SECURITY**A. Access**

The District and the Association recognize the right of unit members to form, join and participate in lawful activities of unit member organizations, the equal alternative right of unit members to refuse to form, join or participate in employee organization activities subject to the organizational security provisions of this Article.

B. Check Off

CSEA shall have the sole and exclusive right to have membership dues and service fees deducted for employees in the bargaining unit by the District. CSEA shall provide the District with a current schedule of its authorized dues and service fees. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs jointly approved by CSEA and the District.

The District and CSEA agree that a unit member who is a member of CSEA on the effective date of ratification of this Agreement, or who becomes a member or service fee payer during the term of this Agreement shall maintain membership or service fee status for the duration of the Agreement.

C. Dues Deduction

The District shall deduct in accordance with CSEA dues and service fee schedule the Association dues from the wage of all the unit members who are members of CSEA on the date of this Agreement, and who have submitted dues authorization forms to the District. With respect to dues deducted by the District pursuant to authorization of the unit member for membership dues only, the District agrees to promptly remit such monies to the Association, along with an alphabetical list of unit members for whom such deductions have been made. The District shall deduct dues in accordance with the dues and service fee schedule, from the wages of all employees who, after the date of execution of this Agreement, become members of CSEA and submit to the District a dues authorization form.

D. Service Fee

All bargaining unit members hired after December 6, 1993, within twenty (20) calendar days of employment, shall either become a member of CSEA or pay CSEA a service fee, in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of

CSEA membership. Employees being reinstated from layoff under reemployment rights as defined by Personnel Commission Rules and Regulations will be considered current employees.

Nothing contained herein shall prohibit a unit member from paying service fees directly to CSEA.

In the event that an employee revokes a dues authorization, or fails to make arrangements with CSEA for the direct payment of service fees, pursuant to Education Code Section 45168(b), the District shall deduct service fees until such time as CSEA notifies the District that arrangements have been made for the payment of such fees. Such notification should be made within twenty (20) days of unit member's revocation.

E. Religious Objection

Any unit member covered by this Agreement who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, shall not be required to join, maintain membership in or financially support any employee organization as a condition of employment except that once such employee has submitted evidence satisfactory to CSEA that he/she is a member of such religious organization, he/she will be required, in lieu of a service fee, to pay sums equal to such service fee whether to a non-religious, non-labor organization or charitable fund exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code, chosen by such employee from the following list:

- a. The Los Alamitos Unified School District Scholarship Fund
- b. Casa de Bienvenidos, Hot line, Interval House or Los Alamitos Youth Center
- c. United Way
- d. Dorothy Bjork Disaster Relief Fund

F. Deduction and Payment of Charitable Contributions

CSEA will furnish all service fee payers with an adequate explanation of the basis for the fee and the calculation of that portion of the fee which is chargeable to activities related to collective bargaining in accordance with applicable law. CSEA will provide all service fee payers with a reasonable prompt opportunity to challenge this calculation before an impartial

decision maker and will deposit into an interest-bearing escrow account all amounts in dispute while such challenges are pending in accordance with applicable law.

G. Hold Harmless Provision

CSEA shall indemnify, defend, and hold harmless the District, the District's Board of Trustees, including each individual School Board member, and employees acting within the scope of their employment, agents and representatives of the District, against any and all claims, demands, suits, or other forms of liability brought by other than CSEA, including, but not limited to, wages, damages, judgments, fees, fines, court costs, attorney fees, and any back pay, penalties, or awards resulting from any court, arbitrator, or PERB order, judgment, or settlement which may arise by reason of, or resulting from the operation of this Agreement.

CSEA shall bear all legal costs of defending against any and all such claims, demands, suits, or other forms of liability, including, but not limited to, court costs, attorney fees, and all other legal costs of litigation.

Upon commencement of such legal action, CSEA shall have the exclusive right to decide and determine whether any claim, liability, suit, or judgment made or brought against the District or CSEA because of such action, shall or shall not be compromised, resisted, defended, tried, or appealed. CSEA's decision thereon shall be final and binding upon all parties protected by this Article. This Article shall not be construed as a waiver on the part of the District, Board of Trustees, or any individual protected by this Article of any claim against CSEA for failing to act in good faith in settling a claim or any failure to competently defend and hold them harmless.

Within ten (10) calendar days of proper service of a claim, demand, suit, or other legal action against any protected party, the District shall inform CSEA and provide CSEA with copies of any documents received as a result of the legal action. Upon request, the District shall provide CSEA's legal counsel with documents and information reasonably related to providing a defense.

ARTICLE V - DISTRICT RIGHTS

- A. All matters not specifically enumerated as within the scope of negotiations in Government Code 3543.2 are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:
1. The legal, operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational division and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;
 2. The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget information process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement;
 3. The acquisition, disposition, number, location, types and utilization of all District properties, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas and other improvements, and the personnel, work, service and activity functions assigned to such properties;
 4. All services to be rendered to the public and to District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of services, and the personnel staffing patterns, work load, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the subcontracting of services to be rendered and functions to be performed, including educational, support, construction, maintenance and repair services.

5. The utilization of personnel not covered by this Agreement, including but not limited to substitutes, casual, temporary and provisional personnel, consultants, instructional aides (non-merit service) and supervisory or managerial personnel, to do work which is normally done by employees covered hereby, and the methods of selections and assignments of such personnel;
6. The educational policies, procedures, objectives, goals, and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, admissions, attendance, transfers, grade level advancement, guidance, grading, testing, records, health and safety, conduct, discipline, transportation, food services, racial and ethnic balance, extra-curricular and co-curricular activities, and emergency situations, and the substantive and procedural rights and obligations of students, parents, teachers, other personnel and the public with respect to such matters, subject only to such rights of the Association as are provided in this Agreement;
7. The selection, direction, promotion, demotion, discipline and termination of all personnel of the District; affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of employees to any location (subject only to the express terms of this Agreement regarding transfers), and also to any facilities, classrooms, functions, activities, academic subject matters, grade levels, departments, tasks or equipment; and the determination as to whether, when and where there is a job opening;
8. The duties and responsibilities, job description and standards of performance for all employees; and whether any employee adequately performs such duties and meets such standards, subject only to the express terms of the evaluation procedures;
9. The dates, times and hours of operation of District facilities, functions, and activities; work schedules; the school calendar;
10. Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies and equipment, including the various rules and duties for all personnel with respect to such matters;

11. The rules, regulations and policies for all employees, students, and the public, subject only to clear and explicit limitations contained in this Agreement.
 12. The termination or layoff of employees as the result of the exercise of any of the rights enumerated above or as a result of the exercise of any of the rights of the District not limited by the clear and explicit language of this Agreement.
- B. In addition to its statutory reserved rights, the District also retains within its sole discretion all rights and powers not expressly limited by the clear and explicit language of this Agreement, including but not limited to the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:
1. Security and safety measures and rules for employees subject to the provisions of Article X;
 2. The transfer of employees Districtwide; and
 3. The administration of all employee health and benefit plans, including the selection of all carriers of health and benefit plans, and the manner and method of funding such plans.
- C. All other rights of the District not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the District even though not enumerated above, and the express provisions of this Agreement constitute the only contractual limitations upon the District's rights. The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.
- D. Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the District set forth hereinabove, or any other rights of the District not expressly limited by the clear and explicit language of this Agreement, or arising out of or in any way connected with the effects of the exercise of any such rights, is not subject to the grievance provisions set forth in the contract.

ARTICLE VI - HOURS**A. Work Schedule**

The District shall determine each unit member's work schedule. The work schedule for full-time unit members shall be a forty (40) hour work week comprised of five (5) consecutive days of eight (8) hours per day, exclusive of the lunch period. The immediate supervisor may in his or her own discretion from time to time release unit members from their normal daily schedule or otherwise revise work schedules to accommodate special circumstances. However, a denial of such release or revision shall not be subject to the grievance procedure.

The work schedule for classified employees on Staff Development and Planning Days are as follows:

For employees that work 10 months or more, Planning Days and Staff Development Days are regular work days.

For employees that work less than 10 months, the work year starts on the first student day and ends on the last student day. Less than 10-month employees work on one (1) Planning Day between the first and last instructional days. Employees may elect to be on unpaid status on the Planning Day.

Staff Development Days are days outside of the work year calendar for less than 10-month employees. Unless the supervisor requests and the employee chooses to attend a specific activity, the Staff Development Days are unpaid.

B. Overtime

The District reserves the right to require a unit member to work overtime and to determine when overtime is to be worked and who is to be assigned overtime duties. The unit member will, upon request, be released from an overtime assignment if a qualified replacement is available and willing to work and, in the sole judgment of the District, is qualified to perform the assignment.

When the District determines that overtime is required and determines that a pool of equally qualified employees exists, the supervisor shall allocate such overtime on a rotational basis when practicable in the judgment of the supervisor. In such cases, the District will make a good faith effort to offer such overtime to eligible unit members in the appropriate

classification before offering it to substitutes. The rate of pay shall be time and one-half for overtime in excess of eight (8) hours per day, or forty (40) hours per week, otherwise, such additional hours shall be paid at the employee's regular rate.

A unit member having an average workday of four (4) hours or more, but less than eight (8) hours per day shall be compensated for any work required to be performed on the sixth and seventh days following the commencement of the normal workweek at a rate of one and one-half times his/her regular rate of pay.

A unit member having an average workday of less than four (4) hours per day shall be compensated for any work required to be performed on the seventh day following the commencement of the normal workweek at a rate of one and one-half times his/her regular rate of pay.

C. Cancellation of Scheduled Overtime

A unit member shall be notified of any overtime cancellation by the District at the end of the work day prior to the time that the employee was required to report for work. If the employee is not so notified and the overtime is cancelled, the unit member shall receive a minimum of two (2) hours pay at his/her regular rate of pay.

D. Overtime Pay on Holidays

Unit members required to work on Board authorized holidays shall receive compensation, or compensatory time off, at one and one-half times the regular rate of pay in addition to the regular rate of pay for the holiday.

E. Call In Time

A unit member called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours of work, or salary in lieu thereof, at the appropriate rate.

F. Call Back Time

A unit member called back to work from off duty status after completion of his/her regular assignment shall receive a minimum of two (2) hours of work or salary in lieu thereof, at the appropriate rate.

G. Compensatory Time Off

The usual method of compensation for overtime shall be by salary, however, a unit member may request compensatory time off at the same rate as overtime payment. The unit member may be granted compensation time in lieu of salary if the time off does not unduly disrupt school district operations as determined by the District. Such compensation time off may be granted within 12 months of the time worked and the total number of hours accumulated shall not exceed 90.

H. Increase in Hours

When additional hours are assigned to a part-time position on a regular basis, all unit members currently assigned to that class shall have the opportunity to apply for the position. The District shall notify sites and departments when additional hour assignments become available.

I. Lunch Periods and Rest Periods

The District shall establish an unpaid duty free lunch period of not less than one-half hour for a unit member scheduled five (5) or more consecutive hours per day. The Board shall provide one paid 15-minute rest period for each unit member for each four (4) hour consecutive period worked exclusive of lunch at times approved by the immediate supervisor, but not during the first or last hour of the work day.

J. Bus Driver Standby Time

Bus drivers on special trips, including but not limited to athletic events, field trips, and curricular trips, who are required to remain on standby for the duration of the event for which the special trip is made, shall be paid for all standby hours at their regular rate of pay with the exception of the duty-free lunch period which is unpaid. While on the duty-free lunch period, drivers are permitted to leave the bus and walk to a nearby lunch venue as appropriate provided they ensure the bus is locked and secured and the driver remains in ongoing contact with the group they are transporting to respond to any urgent need. While a driver is on standby time, the driver is expected to clean and maintain the bus and be responsive to the needs of the group they are transporting.

K. Mileage

Any bargaining unit member who uses a private vehicle for school district business shall be reimbursed for mileage at the current IRS rate. The use of private vehicles for school district business is subject to the approval of the immediate supervisor. Reimbursement for mileage is subject to the approval of the immediate supervisor.

L. Holidays

A unit member shall be in a paid status on workdays immediately preceding or succeeding the holiday in order to be paid for the holiday. The Board shall set the date of each holiday annually. The following shall be district-paid holidays:

Independence Day

Labor Day

Veterans' Day

Thanksgiving Day

Day after Thanksgiving Day

Day before Christmas Day

Christmas Day

New Year's Eve Day (in lieu of Admissions Day)

New Year's Day

Martin Luther King's Birthday

Lincoln's Birthday

Washington's Birthday

Monday or Friday of the week of spring recess

Memorial Day

M. Vacations

Vacation shall be earned as follows for all employees:

CLASSIFIED VACATION SCHEDULE

YEARS OF SERVICE	12-MONTH EMPLOYEE	11-MONTH EMPLOYEE	10.5-MONTH EMPLOYEE	10-MONTH EMPLOYEE	9.5-MONTH EMPLOYEE
1-5	12	11	10.5	10	10
6-10	16	14.63	13.97	13.30	12.64
11-15	17	15.62	14.91	14.20	13.49
16-19	18	16.50	15.75	15.00	14.25
20-24	20	18.26	17.43	16.60	15.77
25	22	20.13	19.22	18.30	17.39

The above schedule is based on a 12-month, 8-hours per day regular assignment work year and is prorated for all other Full-Time Equivalent (FTE) and work year calendars. Vacation schedules shall be prepared by the administration with consideration given to the requests of the unit member, consistent with the needs of the District, the workload of the department, and the need to minimize substitute costs.

Vacation approval shall be granted at times that are consistent with the needs of the District. Every effort shall be made to comply with the unit member’s request. The supervisor must either approve/disapprove a vacation request within ten (10) working days of receipt of request. Should a vacation request be denied, the supervisor shall provide a reason to the employee for such denial. Vacation credit may be accumulated to a total not exceeding thirty (30) days.

When a unit member has accumulated the maximum allowable vacation credit and when the needs of the District prevent his/her being off duty, the nature and duration of the District needs shall be reported to the Superintendent. The Superintendent may authorize payment in lieu of vacation earned above the maximum or may permit the accumulation of excess vacation credit.

Upon separation from the service, a unit member shall be paid for his/her accumulated vacation credit at the rate of pay applicable to his/her last regular assignment. The rate of pay during vacation will be the rate of pay applicable to his/her last regular assignment.

The District will provide bargaining unit members with ongoing online access to their vacation and sick leave balances.

Unit members working less than twelve (12) month assignments may take earned vacation during non-student days. A "Non-student day" is defined as a non-instructional day. The District shall pay for any remaining vacation balance at the end of the school year.

ARTICLE VII - LEAVE OF ABSENCE**A. General Provisions**

A leave of absence is an authorization for a unit member to be absent from active duty, generally for a specific period of time for an approved purpose.

A leave protects the unit member by holding a place for such member in the District until the leave expires, usually with the right to return to the District in a position of the same classification at the conclusion of the leave, provided that the unit member would have remained in the position had he/she not gone on leave and provided that the position has not been eliminated. There is, however, no assurance that when a leave necessitates a long-term replacement (5 working months or longer), that the return assignment will be at the school or administrative site where such member was assigned when the leave was authorized.

Unit members on a paid leave of absence, unless otherwise provided herein, shall receive wages and retirement credit, the same as if they were not on leave. Those who go onto an unpaid leave during any pay period shall receive their salary supplement (health and welfare) coverage for the balance of the monthly pay period. Thereafter, they shall be allowed to remain on continued coverage pursuant to the terms of the insurance plan selected at their own expense, provided they make advance payment to the premium in a manner reasonably required by the District. Apart from this benefit, the unit member shall receive no wages, fringe benefits or retirement service during the duration of the unpaid leave.

Part-time unit members shall be entitled to leaves of absence to that portion of the leave as the number of hours per day of regularly scheduled duty relates to the number of hours for a full-time unit member in a comparable position.

It is agreed that a unit member who is absent from work other than for those days as authorized by state law or authorized leave provisions of this Agreement is taking an unauthorized absence in breach of contract and in violation of this Agreement. The District will deduct a salary amount equal to the ratio of days absent to the days of required annual service for unauthorized absences, and such member may be subject to disciplinary action. Any unit member who is absent from work for five (5) days without notifying the District, shall be deemed to have abandoned employment with the District and such conduct shall constitute an automatic resignation. Any unit member who is absent from work without leave, or who fails to return to work as scheduled after the expiration of an authorized leave of absence, may be deemed to have abandoned employment and to have resigned from District employment.

A unit member becoming aware of the need for absence due to surgery, maternity, or other predictable or prior scheduled cause shall notify the District as soon as he/she becomes aware of that need and upon request of the District shall submit a statement from their attending physician, or other appropriate verification of need, as far in advance as possible. The statement shall include the beginning date of disability or other cause, the anticipated date of return to active service, and any limitations on the unit member's ability to perform the essential functions of his/her position, as well as the anticipated duration of such limitations.

B. Return to Service

When a unit member is absent from duty for other than a specific period of time for a pre-approved purpose, it shall be the unit member's responsibility to inform the District as soon as practicable regarding the date of return to service.

A unit member whose absence under this Article exceeds five (5) consecutive working days shall provide, upon request, a statement from a medical doctor or licensed practitioner stating the reason for the absence. Additionally, it shall be the prerogative of the District to require verification of absence of less than five (5) consecutive working days if the District has evidence leading to the conclusion that the absence may not have been used for proper sick leave purposes. Office visit copays charged by the doctor which are directly related to providing such verification which are incurred by the unit member shall be paid by the District, if not covered by the unit member's health insurance.

A unit member who has experienced an absence requiring surgery, hospitalization, or extended medical treatment, shall be required to submit, upon request, prior to return to active duty, a medical statement indicating an ability to return to his/her position classification without restrictions or detriment to the unit member's physical and emotional wellbeing, or if the unit member is not able to perform all of the essential functions of the position, a detailed explanation of such limitations and the anticipated duration thereof. Such statement shall also include the physician's statement certifying the actual beginning and ending date of the disability.

In any of the above instances, if the District requires medical verification by a doctor of its choice, it shall bear the expense of the same, if not covered by the unit member's health insurance.

A unit member not returning as scheduled from a short term leave of absence, such as sick leave, personal necessity, or bereavement leave, must contact the school or site whenever practicable prior to the end of his/her shift of the day preceding the day of intended return. A unit member who fails to notify the District of intention to return to duty before 6:30 a.m. of the day of intended return shall not be permitted to return to duty and shall be charged with one additional day of absence, if the District has hired a substitute for the day.

Return to service from an extended unpaid leave shall coincide with the beginning of a semester unless the District approves an earlier or later date, and a leave may be extended by the District in order to make it so coincide. Unit members on unpaid leave for 5 working months or longer must notify the Personnel Office at least forty-five (45) calendar days preceding expiration of the leave of their intent to return the ensuing semester. The District shall notify the unit member of this requirement. If no letter of intent is filed, a unit member may be deemed to have abandoned his/her position and may be officially dismissed.

C. Sick Leave - Personal Illness and Injury

1. The purpose of sick leave utilization, unless otherwise provided in this Article, shall be for an illness, injury, or legally established quarantine which makes it impracticable for the unit member to perform normal duties on a scheduled work day.
2. A unit member shall report his/her absence to the automated sub calling system and to one supervisor designated annually by the District. If the position does not report absences to the automated sub calling system, the unit member is to call the District sub desk and the one designated supervisor to report the absence. The unit member is required to report his/her absence by 6:30 a.m. of the day of absence; positions that begin at or prior to 6:30 a.m., the unit member is required to report his/her absence at least one hour before the normal start time.

3. A unit member in paid status, eight (8) hours per day for twelve (12) months per year, shall be granted twelve (12) days of leave of absence for sick leave each year. Unit members employed part-time and/or for less than a full year shall be granted leave of absence for sick leave and shall be prorated as to the average hours worked over the pay period.
4. Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness, exclusive of overtime.
5. At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District. If a unit member terminates District employment having used more sick leave than has accrued, an adjustment will be made on the final warrant.
6. Transfer of Accumulated Sick Leave - An employee upon initial employment, who had been an employee of a public school system in California for a period of one (1) calendar year or more and is otherwise eligible to do so shall be allowed to transfer their accumulated sick leave provided the sick leave is transferred within one (1) year of the date of the termination from the previous California public school employer.
7. Accumulation of Sick Leave - If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.
8. Extended Sick Leave
When a regular classified employee is absent from his or her duties on account of illness or accident, whether or not the absence arises out of or in the course of employment, the employee shall be entitled to the following extended leave benefit after he or she has exhausted all sick leave authorized by Section 45191 of the Education Code and Rule 60.500.2 to which the employee may be entitled.

- a. In accordance with Education Code Section 45196, employees who are absent because of illness or accident and have used up the total number of days of current and accumulated sick leave shall receive 50% of their regular salary up to a maximum of 100 working days, including current and accumulated full-paid sick leave days as set forth in paragraph C above. The 100 working days shall exclude all eligible paid holidays, vacation, and paid compensatory time. In no event shall an employee be entitled to paid leave of more than 100 working days in any school year, except as required by law.
- b. For purposes of this article, “regular salary” means the amount the employee would have earned in his or her regular assignment had he or she not been absent, but shall not include any overtime pay. For purposes of this article, the regular salary of employees who work irregular hours shall be determined by the employee’s regular assigned hours.
- c. For purposes of this article, classified employees shall be credited each fiscal year with 100 working days of extended injury or illness leave. The 100 days shall not accumulate from year to year. The 100-day period begins on the first day of leave and runs concurrently with other paid leaves, exclusive of paid holidays, vacation, and paid compensatory time. Sick leave authorized by Section 45191 of the Education Code must be exhausted before reduced compensation at 50% of regular salary will apply for the balance of the 100 days.
- d. Nothing in this article shall be construed as authorizing the application of full or partial pay for periods of time during which an employee would not normally be assigned to work.
- e. Entitlement to leave under this section, if any, shall be considered “entitlement to other sick leave” for the purpose of computing benefits under the provisions of Education Code Section 45192 if the absence is determined to be due to industrial accident or illness. Accordingly, extended sick leave at 50% of regular pay shall commence after the employee has used 60 work days of leave under Section 45192, if the employee is medically unable to return to work.

- f. As provided by Education Code Section 45195, permanent employees who exhaust all entitlement to available paid leave and are medically unable to return to work, shall be given notice of the right to request additional leave, paid or unpaid, not to exceed six months. If such leave is granted, the Board may renew the leave for up to two more six-month periods. Once all leaves, paid and unpaid, have been exhausted and the employees are unable to return to work, they shall be placed on the 39-month reemployment list as provided by law.

D. Bereavement

1. All unit members shall be entitled to a maximum of five (5) days of paid bereavement leave for the death of a child, sibling, parent, or spouse.
2. All unit members are entitled to a paid bereavement leave not to exceed three (3) days due to the death of any other member of the family. Other members of the family are defined as unit member/unit member spouse's grandmother, grandfather, grandchildren, niece, nephew and unit member's father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle and any relative/close personal friend living in the immediate household of the unit member.
3. No deduction shall be made from the salary of such unit member on account of such leave of absence, nor shall such leave be deducted from other leave granted by the District.
4. Bereavement for anyone other than those members of the family identified within this section may be taken under the Personal Necessity Section of this Agreement.

E. Jury Duty

A unit member granted a leave for jury service shall receive compensation without loss of pay which, when added to jury or witness fees, shall not exceed the unit member's daily compensation. A member on jury duty leave shall endorse jury fee checks received for jury service to the District.

F. Personal Leave

1. General Provision

A unit member may, in the sole discretion of the District, be granted a leave of absence for reasons satisfactory to the District and not enumerated elsewhere in these policies. If granted, the leave will be without compensation. A leave granted under these provisions shall not exceed a twelve (12) month period. However, it may be renewed at the District's

discretion. A unit member shall not accept gainful employment while on personal leave of absence without disclosure to and prior written approval from the Superintendent/designee.

Violation hereof will constitute grounds for revocation of the leave and/or grounds for denying return to service.

2. Procedures

A unit member seeking an approved personal leave of absence shall submit a written request which includes the reason(s), any supporting information relating thereto, and the requested duration of the leave. The request shall be submitted to the Personnel Office in sufficient time for appropriate consideration prior to the proposed effective date of the leave. Denial of a personal leave under this section shall not be subject to the grievance procedure under this Agreement.

G. Sick Leave Allowed for Personal Necessity

Unit members may be granted up to ten (10) days of personal necessity leave in any school year, provided however that the number of personal necessity leave days shall not exceed the number of days of unused sick leave.

Personal necessity leave may be used at the unit member's discretion for reasons enumerated in Items 1 through 5 below. The unit member will not be required to identify the specific reason outlined in Items 1 through 4; however, the unit member must complete a form indicating the leave was taken for one of the four reasons.

For a request that falls within items 5, 6, 7, and 8, the unit member shall submit, for prior approval, a request for personal necessity leave on a district approved form to the immediate supervisor normally not less than three (3) working days prior to the beginning date of the leave.

The Superintendent (or designee) at his/her discretion, may waive the three-day prior approval.

Personal necessity leave shall be limited to:

1. Death of a member of his/her immediate family.

2. Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.
3. Illness in the immediate family exclusive of aunt, uncle, niece or nephew.
4. Home protection, in the event of a natural catastrophe, such as flood or fire.
5. Observance of a religious holiday.
6. Bereavement for someone other than immediate family.
7. Personal necessity may be used for circumstances that meet all of the following criteria:
 - (a) are of a serious nature, and;
 - (b) which the unit member cannot be expected to disregard, and;
 - (c) which necessitates the immediate attention of the unit member, and;
 - (d) which cannot be accommodated during off-duty hours.
8. One day of personal necessity leave annually may be utilized at the unit member's discretion without providing a specific reason, or for family occasions of major significance; however, notification procedures as contained herein shall be adhered to.

The District agrees to make a good faith effort to require only that information which is necessary to make an informed decision in determining approval of personal necessity requests.

The unit member shall make every reasonable effort to comply with district procedures designed to secure substitutes and shall notify the immediate supervisor of the expected duration of the absence.

Use of sick leave days for personal necessity reasons will not be approved for purposes of personal convenience or for the extension of a holiday or a vacation period, recreational activities, association activities, or for matters which can be taken care of outside the work hours.

A unit member shall verify in writing on the District form that the personal necessity leave was used only for purposes as set forth above.

H. Request for Additional Leave

In the event that a unit member exceeds his/her annual limit of personal necessity leave days, and has extenuating circumstances for which the unit member wishes to request additional personal necessity days, the unit member may request approval for this extension of leave in writing from the Superintendent/designee. Such extension may not exceed the number of unused sick leave the unit member has available.

I. Industrial Accident and Illness

Industrial accident and illness leave shall be granted to unit members in accordance with provisions of this procedure for injury or illness incurred within the course and scope of the unit member's assigned duties.

In order to qualify for industrial accident or illness leave coverage, a unit member claiming such leave shall be subject to examination by a District-appointed physician to verify his/her condition and to evaluate any claims.

A unit member shall be permitted to return to service after an industrial accident or illness leave upon presentation of a release from the District-appointed physician and from the treating physician certifying the unit member's ability to perform the duties of his/her classification without detriment to his/her physical and emotional health and safety and the health and safety of others. If the member is not able to perform all of the essential functions of his/her position, the treating physician shall provide a detailed explanation of any such limitations and the anticipated duration thereof.

A unit member who has sustained a job-related injury or illness shall report the injury or illness to the immediate supervisor on the date of the occurrence. The unit member shall complete a written report on the District's accident report form no later than three work days following the injury or illness.

Allowable leave shall be for not more than sixty (60) days during which the unit member would have been performing work for the District in any one fiscal year for the same illness or accident. Allowable leave shall not be accumulated from year to year. If the same illness or injury extends into the next fiscal year, the unit member shall be allowed to use only the amount of leave remaining from the previous fiscal year. Industrial accident or illness leave

shall commence on the first day of absence, and shall be charged by one day for each day of authorized absence regardless of a temporary disability indemnity reward.

During any industrial paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of the industrial accident or illness.

The District, in turn, shall issue the unit member appropriate salary warrants for payment of salary less normal deductions.

Upon conclusion of the industrial paid leave, the unit member may utilize any available sick leave benefits. However, any sick leave utilization, when combined with any temporary disability indemnity, shall not result in payment of more than full salary for the position from which time was taken. For sick leave purposes, the absence under this procedure shall be deemed to have commenced on the date of termination of the industrial paid leave.

J. Pregnancy Disability Leave

Unit members may use leave for conditions related to pregnancy, childbirth, or recovery therefrom that medically prevent the unit member from performing regular duties.

1. General Requirements

- a. As soon as pregnancy is known or no later than the end of the third month of pregnancy, the unit member is required to place a health care provider's certification form on file in the personnel department which certifies the expected due date and the fact that she is able to continue her duties without restriction and without detriment to her physical and emotional well-being.
- b. If the unit member is, according to the health care provider, able to continue working but unable to perform essential functions of the job, the District will meet with the employee to identify reasonable accommodations, if any, that will enable the unit member to continue working.
- c. By the end of the sixth month of pregnancy, the unit member must inform the District as to plans regarding parental leave.

2. Leave of Absence

- a. A unit member may request a leave of absence when the unit member is disabled from working by pregnancy, childbirth, or a related condition, beginning at a time to be determined by the unit member and her health care provider.
- b. Following the birth of the child, the unit member may return to her position classification at the end of the authorized leave, provided the health care provider supplies a written release stating that in his/her judgment the unit member is able to resume regular duties without restriction and without detriment to her physical and emotional well-being. If the member is not able to perform all of the essential functions of her position, the health care provider shall provide a detailed explanation of any such limitations and the anticipated duration thereof. The District will meet with the employee to identify reasonable accommodations, if any, that will enable the unit member to return to work.
- c. Periods of disability caused or contributed to by pregnancy or childbirth shall be compensated under the sick leave section of this Agreement to the extent the unit member has sick leave available.
- d. The personnel office should be notified regarding the unit member's plans as soon as possible to enable the District to make arrangements for an adequate replacement.

3. Notice of Disability Leave Related to Childbirth or Pregnancy

- a. By the end of the sixth month of pregnancy, the unit member shall provide the District with an estimate by the health care provider as to the anticipated date at which the unit member will be unable to continue working and the date the unit member will be able to return to normal duties. The District form "Leave of Absence Request Form for District Employees" will be used. The District may require the unit member to submit additional statements from the health care provider, if necessary, in the reasonable judgment of the Human Resources Department.
- b. Prior to return to duty, it will be necessary for the unit member to validate the sick leave claim by having the health care provider certify actual beginning and ending dates of the disability. If the member is not able to perform all of the essential functions of

the position, the health care provider shall provide a detailed explanation of any such limitations and the anticipated duration thereof.

- c. It shall be the responsibility of the unit member to keep the District current as to the status of the leave and the unit member's plans regarding returning to work.

4. Leave of Absence for Child Care

- a. A unit member may request a leave of absence for the purpose of child care.
- b. When the unit member is placed on leave of absence, no salary will be paid and all sick leave and other financial benefits will cease.
- c. Such a leave shall be for no more than a twelve (12) month duration unless extended by the District to coincide with the beginning of a semester.

K. Parental Leave

As provided by Education Code section 45196.1, unit members shall be entitled to parental leave as set forth in this section.

- a. For purposes of this section, "parental leave" means leave for the purpose of bonding with the unit member's newborn child, or with a newly placed child in the unit member's household for adoption or foster care. Parental leave does not include leave taken for the employee's disability due to pregnancy, childbirth, or recovery therefrom, which is covered in paragraph J.2 of this Article.
- b. Unit members shall use current and accumulated sick leave for parental leave, for up to 12 workweeks.
- c. When a unit member with at least one year of District service has exhausted all current and accumulated sick leave and continues to be absent on account of parental leave, he or she shall be entitled to 50% pay for the remainder of the 12-week leave.
- d. The unit member must give the District reasonable advance written notice of his or her intention to use parental leave and the anticipated dates of the leave.

- e. Parental leave must be used within 12 months following the birth or placement of the child. Parental leave must be taken in increments of at least 2 weeks' duration; however, the unit member may take parental leave in increments of less than 2 weeks on up to two occasions.
- f. Parental leave under this section runs concurrently with parental (child bonding) leave under the California Family Rights Act (CFRA). The total amount of parental leave may not exceed 12 workweeks in any 12-month period.
- g. If both parents are employed by the District, they may use a combined total of 12 workweeks of parental leave under this section.

L. Leave of Absence for Child Care

- a. After exhausting parental leave as described in Section K of this Article, a unit member may request an unpaid personal leave of absence for the purpose of child care.
- b. When the unit member is placed on leave of absence, no salary will be paid and all sick leave and other financial benefits will cease.
- c. Such a leave shall be for no more than a twelve (12) month duration unless extended by the District to coincide with the beginning of a semester.

M. Family Leave

Employees who meet applicable eligibility requirements will be entitled to family leave. Where the provisions of the collective bargaining agreement, state law, or federal law conflict, the employee will be entitled to take the most generous leave benefit for which he/she is eligible.

ARTICLE VIII - GRIEVANCE PROCEDURE**A. Definitions**

A grievance is defined as a statement by a unit member or the Association that a named unit member or the Association covered hereby has been adversely affected by a violation by the District of an express term of this Agreement. All other matters including actions to challenge or change District policy, practices, or procedures, actions alleging a violation of District policy, and any other claims or disputes must be resolved under other processes and are deemed not within the scope of this grievance procedure.

The respondent in all cases shall be the District itself rather than any individual. The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof. A day is a day when the District Office is open for business.

"Immediate Supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances. "Grievant" is defined as either a unit member or the Association.

B. Procedures

There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed below:

Informal Level:

Step 1: A grievance must be submitted orally to the immediate supervisor of the unit member who has been adversely affected by the alleged contract violation within ten (10) working days after the event giving rise to the grievance. The immediate supervisor will give his/her answer to the grievant by the end of the tenth working day following the presentation of the grievance and the giving of such answer will terminate Step 1.

Formal Level:

Step 2: If the grievance is not settled in Step 1, the grievance shall be reduced to writing, fully stating the facts surrounding the grievance and detailing the specific provisions of this Agreement alleged to have been violated, the decision rendered at the informal conference, the specific remedy sought, signed and dated by the unit member and presented to his/her immediate supervisor within five (5) working days after termination of Step 1. A meeting with the grievant and immediate supervisor will be arranged to review and discuss the

grievance. Such meeting will take place within five (5) working days from the date the written grievance is received by the immediate supervisor. The immediate supervisor will give a written reply by the end of the fifth working day following the date of the meeting, and the giving of such reply will terminate Step. 2

Step 3: If the grievance is not settled in Step 2, it may be presented to the Superintendent or his/her designee within five (5) working days after the termination of Step 2 and a meeting will be arranged to review and discuss the grievance. Such meeting will take place within five (5) working days from the date the grievance is received by the Superintendent or his/her designee. A decision shall be rendered by the Superintendent or his/her designee within five (5) working days from the date of such meeting, and the rendering of such decision will terminate Step 3.

Step 4: If the grievance is not settled at Step 3, it may be filed in writing within five (5) working days with the Board of Education for its consideration. The Board shall consider the grievance in an Executive Session at a regularly scheduled Board meeting as soon as practicable following the receipt of the grievance. The Board's decision shall be made on the basis of the record submitted to the Board. However, if upon review the Board is unable to render a final determination on the record, it may reopen the record for the taking of additional evidence.

C. Association Representation

The unit member grievant shall be entitled, upon request, to representation by the Association at all grievance meetings. In situations where the Association has not been invited to represent the unit member, the District shall not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed settlement and has been given the opportunity to file a response to the matter.

D. Advisory Arbitration Alternative

Notwithstanding the foregoing procedures and prior to proceeding to Step 4, by mutual agreement, the parties may submit the grievance to Advisory Arbitration.

The decision of the arbitrator in such a case shall be in the form of a recommendation to the Board of Education. All fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear the expenses of the presentation of its own case.

E. Reasonable Released Time

Grievance adjustment activities for the grievant and Association representative shall be handled as follows:

1. Grievance adjustment activities at the informal level shall take place during rest breaks, lunch periods, and off-duty hours.
2. A maximum of one (1) hour of released time shall be provided to the grievant to meet with the District representative at each of Steps 2, 3, and 4 as provided for in this article.
3. One Association representative will be provided up to one (1) hour of released time for meeting with the grievant and District representative at each of Steps 2, 3, and 4 as provided in this Article. Paid time for unit member representatives to resolve grievances shall be limited to a total of 36 hours for the term of this Agreement.
4. Part-time unit members shall process grievances outside of regularly scheduled work hours whenever practicable.

F. Failure to Meet Time Limits

If a grievance is not processed by the grievant in accordance with the time limits set forth in this Article, it shall not be subject to the procedure and shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any level, the running of its time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.

Exceptions to this time limit section will be those grievances which happen just prior to the holiday break in December which take place at a time which will not provide adequate notification to the appropriate parties. In this case, an extension will be made of five (5) days to the limits applicable. Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement. The parties will attempt in good faith to adjust time limit problems which occur above Level 1 as a result of the summer recess.

G. Confidentiality

Upon written request of either party, it is agreed that from the time a grievance is filed until it is processed through the grievance procedure and/or mutually agreed to arbitration, neither the grievant nor the Association nor the District shall make public either the grievance or evidence regarding the grievance.

ARTICLE IX - WORK STOPPAGE

- A. Apart from and in addition to existing legal restrictions upon work stoppages, the Association hereby agrees that neither it nor its members, or agents, or representatives, or the employees in the unit, or persons acting in concert with any of them, shall incite, encourage or participate in any strike, walkout, slowdown, or other work stoppage of any nature whatsoever during the life of this Agreement for any cause or dispute whatsoever or wheresoever located, including but not limited to disputes which are subject to the grievance provisions of this contract, disputes which are specifically not subject to the grievance procedures, disputes concerning matters not mentioned in this Agreement, disputes contending that the District has committed unfair employment practices, disputes with other labor organizations, persons or employers, or jurisdictional disputes. In the event of a strike, walkout, slowdown or work stoppage or threat thereof, the Association and its officers will do everything reasonable within their power to end or avert the same.
- B. Upon the Association's violation of Paragraph "A", and in addition to the District's rights to judicial relief in the form of injunctions and damages, the District may terminate this Agreement upon written notice to the Association to such effect, following which the District shall have the right unilaterally to effectuate, without prior notification to or discussion with the Association, such changes in wages, hours, and terms and conditions of employment of employees covered hereby as are, in the sole judgment of the District, necessary and proper in order to restore and maintain efficient operation of the school system.
- C. Any employee authorizing, engaging in, encouraging, sanctioning, recognizing or assisting any strike, slowdown, picketing, work stoppage, or other concerted interference in violation of this Article, or refusing to perform daily assigned services in violation of this Article, shall be subject to termination. The District reserves the right to selectively discipline employees hereunder.
- D. In the event that the Association, its members, agents, representative, employees or persons acting in concert with them have violated the provisions of this Article over a grievance or a dispute which would otherwise properly be subject to resolution by submission to the grievance procedures, the Association and the employees shall be deemed to have waived the right to process the grievance or dispute to arbitration and the dispute shall be deemed as having been finally settled, with prejudice, in accordance with the District's last stated position with respect thereto.
- E. The District agrees not to lock out the employees covered by this agreement during the terms of this agreement.

ARTICLE X- SAFETY

The District will make all reasonable efforts to provide and maintain safe working conditions for employees using CAL-OSHA as a guide. The Association will cooperate to that end and will encourage all employees to work in a safe manner. Three unit members shall be appointed to the District Safety Committee, two of which shall be appointed by CSEA.

Uniforms required by the District will be furnished by the District. When new uniforms are necessary, the uniforms being replaced will be returned to the District. When required, uniforms, including but not limited to the number, kind, item, style, cleaning, and replacement procedure will be as prescribed by District regulations.

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 and to the police as appropriate. Employees shall complete reports required by the District relating to the violations described herein.

ARTICLE XI – EVALUATION**A. When Evaluations Are To Be Made**

1. All regular classified employees shall be evaluated by their immediate supervisor in accordance with the following schedule:
 - a. Probationary employees will be evaluated on an ongoing basis and formally in writing at least twice during the six-month probationary period by the immediate supervisor. Normally the evaluations shall be made prior to the end of the third and sixth months of service.
 - b. Permanent employees who are not at the maximum step in their salary range shall receive an evaluation each year. An annual evaluation shall be completed during the two months preceding January 30 beginning January 2005.
 - 1) Employees receiving a satisfactory evaluation shall move to the next step in their salary range.
 - 2) Employees receiving an unsatisfactory evaluation shall be denied a step increase at their anniversary date.
 - c. Permanent employees who have reached Step Five on the salary schedule shall receive an evaluation every two years. Evaluations shall be completed during the two months preceding January 30 beginning January 2005.
 - d. If an employee is absent for fifteen (15) consecutive days or more during the evaluation period, the evaluator shall be given another thirty (30) working days to complete the evaluation. If the absence is for more than sixty (60) consecutive days, the evaluation may be extended by the length of the absence.

B. Who Evaluates

1. Each currently employed supervisor under whom the permanent employee has served during the current rating period may provide input into the performance evaluation, even though the employee may have left the supervisor's control.

2. Unit members are to be evaluated by persons in the District's supervisory or administrative unit.

C. Evaluation Procedure

1. Evaluations shall be reviewed with the employee. Both the evaluator and the employee will sign the evaluation form, whether or not the employee agrees with the evaluation.
 - a. The employee may attach written comments to his/her evaluation within five (5) working days after the review and his/her comments shall be attached to his/her evaluation.
2. Evaluations shall be based upon the observation, knowledge, or investigation of the evaluator and not solely upon hearsay statements. The content of the evaluation language and substantive judgment of the evaluator shall not be subject to Article VIII, Grievance Procedure. The procedures used in the evaluation may be enforced through Article VIII, Grievance Procedure.

D. Performance Improvement Plan

1. When the evaluator or immediate supervisor determines that improvement is required, the evaluator shall meet with the unit member and outline the following in writing:
 - a. specific suggestions for improvement
 - b. specific performance area(s) where improvement is needed
 - c. additional resources that will be utilized to assist with improvement
 - d. the evaluator's role in assisting the employee
 - e. techniques for measurement of improvement
 - f. time schedule for monitoring progress including a date for review of progress which does not exceed a six-month period except where the performance area does not reoccur during the six-month basis

- g. At the conclusion of the remediation period, a new evaluation will be written and a new performance improvement plan may be written at this time.

E. Appeal Procedure

The evaluation may be appealed pursuant to the following:

1. A unit member who is dissatisfied with his/her evaluation may request a personal review of the report by the reviewer, the evaluator and the unit member's association representative. The decision of the reviewer shall be final.
2. The request for review shall be made in writing to the reviewer no later than ten (10) working days after the evaluation report was received by the unit member. The reviewer will render a decision ten (10) working days after the written request is received.
3. A unit member may appeal the reviewer's decision by requesting a review by the Assistant Superintendent, Human Resources, within ten (10) working days of the reviewer's decision. The Assistant Superintendent, Human Resources, will render a decision within ten (10) working days after the request for appeal is received. The decision of the Assistant Superintendent, Human Resources, shall be final.
4. No aspect of the appeal review procedure described herein shall be subject to the grievance Procedure under Article VIII.

ARTICLE XII - SEPARABILITY AND SAVINGS

If any of the provisions of this Agreement are held to be contrary to law by a court or legal tribunal of competent jurisdictions, such provisions will not be deemed valid except to the extent permitted by law; however, all other provisions will continue in full force and effect.

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

ARTICLE XIII - SUPPORT OF AGREEMENT

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Association and the District will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and the Association.

ARTICLE XIV - ENTIRE AGREEMENT

The District shall not be bound through this Agreement to any requirement which is not expressly and explicitly stated in this Agreement. Specifically, but not exclusively, the District is not bound by any past practices of the District or understanding which any unit member, organization or council, unless such past practices or understandings are specifically stated in this Agreement.

ARTICLES XV - RULES OF APPLICATION FOR SALARY PLACEMENT**A. Initial Placement**

A new unit member shall be appointed at the first step of the salary schedule of the class he/she is being hired into. However, on recommendation of the Personnel Director, the Superintendent may authorize placement at a higher step.

B. Step Advancement

1. A unit member shall receive the first salary step advancement at the successful conclusion of a six (6) month probationary period, which date shall be deemed the employee's anniversary date. For each subsequent full year of service, commencing with the first day of the pay period nearest to the anniversary date, the employee shall advance one step until the maximum step on the salary schedule is reached. New unit members placed above Step 1 of any range will advance, for each subsequent full year of service, on one year intervals until the maximum step has been achieved.
2. For the purpose of this rule, an appointment made between the first and fifteenth day of the month shall be considered as effective on the first day. Later appointments shall be considered as effective at the beginning of the next month.
3. Step advancements shall be reflected on the monthly pay period in which it is due unless an unsatisfactory performance evaluation has been completed by the unit member's supervisor within twenty-five (25) days following the evaluation due date.

C. Longevity Advancement

After no less than ten years from the date on which a unit member starts his/her continuous permanent employment with the District, he/she shall be compensated for service with a monthly amount equal to an additional step on the salary schedule. The sum shall not be affected by any promotion occurring to the unit member. Additional increases, using the above method of computation, shall be awarded the unit member for every additional five (5) years of service thereafter. The longevity at year twenty (20) will be increased by 1%. All other longevity steps will continue as a 5% increase with a maximum longevity salary credit of thirty (30) years. As of the date this agreement is approved by both parties (i.e. March 25, 2014), those employees currently above this longevity cap are frozen on the longevity advancement schedule with no further longevity increases beyond what they currently receive.

D. Placement When Promoted

Any promotion shall result in a unit member receiving at least the equivalent of the next full step he/she would have received had he/she stayed in his/her old range. Where such an increment falls between steps on the new range, placement shall be the next higher step. In no event may a unit member receive more than the maximum step of any range as a result of a promotion, above provisions notwithstanding. Additional advancement will be at the beginning of the thirteenth month after promotion, regardless of step placement, and at one-year intervals thereafter until the maximum is achieved. For the purpose of this Section, appointment of a unit member to a class with a salary range equals to or below his/her current range shall not be considered a promotion.

E. Placement When Demoted

A unit member who accepts voluntary demotion or is involuntarily demoted, shall be placed on the step of the range of the lower class which is closest to the rate he/she earned in the higher class, provided that he/she shall not receive a salary increase thereby. The anniversary date shall coincide with the beginning date of service in the new class.

F. Placement After Leave of Absence

Unless the leave taken under these rules or law provides that the break in service will be disregarded, the unit member upon return from leave of absence will be placed on the step range he/she occupied before a leave started. Time spent on leave shall not be credited toward the time needed for step advancement.

G. Shift Differential

A shift differential of two and one-half percent (2 1/2%) shall be paid to employees who are regularly assigned to a work schedule which includes the hours between 11 p.m. and 6 a.m.

H. Expense Reimbursement

Whenever the District requires employees to wear distinctive uniforms, the District shall either provide uniforms or reimburse the employee for the cost of such uniforms. The District shall provide the appropriate raingear for unit members in the following classifications: bus driver, grounds maintenance, building maintenance, skilled maintenance, gardener, delivery person, custodian.

When an employee is required by the District to attend a specific training session(s), the District shall pay compensation to the employee as would have been paid had the employee been in direct service to the District and, if the training session(s) require(s) a fee or tuition payment or purchase of unique supplies, the District shall provide reimbursement to the employee for such expenses.

ARTICLE XVI - SALARY AND FRINGE BENEFITS**A. Salary**

1. Notwithstanding any work-year calendar previously agreed upon by the parties for 2009-2010, the following days during the 2009-2010 school year shall be designated as non-work days for which unit members shall not be compensated:
 - a. For all schools except Weaver, April 2, 2010 (Friday before spring break). For employees assigned to Weaver, June 24, 2010.
 - b. May 28, 2010 (Friday before Memorial Day weekend)

2. Notwithstanding any work-year calendar previously agreed upon by the parties for 2010-2011, the following days during the 2010-11 school year shall be designated as non-work days for which unit members shall not be compensated:
 - a. October 15, 2010 (10, 10.5, 11 and 12-month employees only)
 - b. January 3, 2011 (day following winter break) (10, 10.5, 11 and 12-month employees only)
 - c. February 18, 2011 (Friday before Presidents' Day weekend)
 - d. May 27, 2011 (Friday before Memorial Day weekend)
 - e. For all schools, the student calendar will be reduced by two student days at the end of the school year. June 15 and 16 will be student-free days. For schools on a traditional calendar, the last student day will now be June 14, 2011.

There will be a non-workday on June 16, 2011, for all classified employees on a traditional school calendar.

For Weaver, June 22 and 23, 2011, will be student-free days. The last student day for Weaver will be June 21, 2011.

For employees assigned to Weaver, June 23, 2011, will be a non-workday for all classified employees.
 - f. June 17, 2011, for all classified employees. For 9.5-month employees, June 17 will be designated as the 181st day of the work year, a teacher planning day in the original 2010-11 school year. June 17 shall be a non-workday for 9.5-month employees instead of the optional days previously available on January 31 and June 3.

- g. For 9.5-month employees, unit members shall take one unpaid non-workday during the 2010-2011 school year, to be scheduled in advance during a window pre-determined by district management.
3. For the term of the agreement, if it is determined by district management that a scheduled unpaid non-workday will adversely impact routine district operations, an alternate unpaid non-workday will be scheduled by district management.
4. The foregoing changes in work year shall result in a corresponding and proportionate reduction in the compensation paid to each employee pursuant to the classified salary schedule in the 2009-2010 and 2010-2011 school years.
5. Classified employees shall be credited with holidays, sick leave, salary schedule advancement, longevity, and other benefits (with the exception of PERS contributions or benefits affected thereby) in the same manner as they would have received in the 2009-2010 and 2010-2011 school years without the foregoing changes in work year.
6. Unit members may not substitute paid leave for any of the non-workdays designated above.
7. Unpaid non-workdays will be deducted from employee paychecks in the month in which the non-workday is taken, at the employee's pay rate on the day of the non-workday. Unpaid non-workdays will be realized as outlined above for all current and future classified employees for the duration of the agreement.

B. Fringe Benefits

Effective July 1, 2016, Section B. "Health Benefits" of Article XVI shall be deleted and shall be replaced with the following language:

District Contribution Toward Unit Member Health Benefit Coverage

It is understood that the District shall provide employee and dependent coverage for the medical/dental/vision/life benefits for full-time members. The District shall provide employee-only medical coverage for employees working at least .75 FTE (i.e., 30 hours per week), but less than full-time, and 50% of the cost of life insurance for such part-time unit members wishing to purchase the insurance.

Employees working 20 hours or more but less than full-time and receiving employee-only medical coverage prior to July 1, 2016 shall be grandfathered to continue to receive employee-only medical coverage by the District as long as they maintain working at least .5 FTE for the District.

1. The District PPO medical plan is modified to include annual deductibles and annual out-of-pocket costs. See Appendix IV.
2. The District will provide vision benefits to full-time employees only.
3. The District will provide an indemnity dental benefit of at least \$1500 per year per full-time covered employee or family member.
4. The District will provide chiropractic coverage.

Insurance Coverage

1. a. The District shall offer the attached plan of medical benefits to eligible full-time unit members (see Appendix IV.) The plan shall offer eligible full-time unit members the option of selecting PPO plan coverage for their dependents with the cost of such dependent coverage to be paid by employee payroll deduction as a condition of receipt of coverage. Coverage for full-time eligible employees will include medical, vision, dental and life insurance.
- b. Retirees receiving medical and dental benefits shall, as a condition of receipt of benefits, have retiree-only coverage equivalent to full-time employees' medical and dental coverage (see Appendix IV.) Retirees shall pay all costs of benefits for any dependent coverage at annual rates provided by the actuary.
- c. Employees who work at least .75 FTE, but less than full time, and elect coverage, shall receive employee-only medical coverage as set forth in Appendix IV. The employee may purchase dental and vision at the actuarial rates and life insurance for 50% of the cost that the District incurs.

- d. Employees who work at least .75 FTE, but less than full time, who elect dependent coverage, shall pay, through payroll deductions, the annual rates provided by the actuary.
- e. Employees may opt out of the District's Health Plan, only if they can show proof of other health coverage and may only come back onto the District's Health Plan should the employee's coverage be affected by a documented COBRA qualifying event which are:
 - Death of covering spouse of parent, or
 - Termination of employment (for reasons other than gross Misconduct) or reduction in work hours for covering Spouse, parent, or self if covered under another employer's medical plan, or
 - Divorce or legal separation from covering spouse, or
 - Dependent child returning to qualified dependent child status as defined in the plan in effect.

Under no circumstances will the District provide cash-in-lieu of benefits.

C. An IRC Plan shall be offered to employees in accordance with Federal regulations.

D. Early Retirement Benefit Option

1. Health Insurance Benefits

A bargaining unit member may elect to receive a retiree group health benefit program. The Board shall provide a group health benefit program for a retiree (excluding dependents) who has reached the age of 55 years, qualifies for retirement under PERS, and has served the District for ten (10) years, each year of which would qualify as a sufficient length of service for purposes of advancement. The ten (10) years need not be continuous, but shall have been served within the last fifteen (15) years.

The retiree shall no longer be eligible for this benefit when the retiree becomes eligible for Medicare, or when the retiree becomes eligible for a group medical benefit plan with another employer or agency. The benefit shall be available for any qualified unit member who retires prior to June 30, 2009.

Unit members hired on or after July 1, 2010, must complete twenty (20) years of satisfactory service in the District by June 30 of the year in which the unit member otherwise qualifies for retirement under PERS to be eligible for early retirement health benefits. The twenty (20) years need not be continuous, but shall have been served within the last twenty-five (25) years.

It is understood that if the health benefits plan is revised, the retiree will be subject to the same health plan coverage as is provided for the active unit member. The retiree has the option to obtain coverage for eligible dependents at the retiree's expense.

Notwithstanding the expiration of this Agreement, coverage will remain in effect for any employee who retires under this Article prior to June 30, 2009, as long as the unit member meets the requirements stated herein.

**ARTICLE XVII - TERM, NEGOTIATION GROUND RULES,
AND REOPENERS**

A. Term

This Agreement shall become effective on July 1, 2020, and shall remain in full force and effect up to and including June 30, 2023, and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing of its request to modify, amend, or terminate the Agreement.

B. Reopeners

During the 2021-2022 fiscal year, should the District receive more than 2.2% in new COLA (which is .5% more than currently anticipated), the parties agree to come together and meet on this issue.

C. Ground Rules for Negotiations

The association shall make its initial proposal to the Board of Education for the 2022-2023 school year by the first Board meeting in February 2022.

LANGUAGE FOR THE TENTATIVE AGREEMENTS

The District and CSEA bargaining teams shall continue to discuss ongoing issues and meet and confer as soon as practicable for the purpose of negotiating a reopener agreement for the 2022-2023 school year and beyond.

This agreement is subject to ratification by the California School Employees Association Los Alamitos Chapter 324 membership, CSEA Policy 610 requirements and adoption by the Los Alamitos Unified School District Board of Education.

CALIFORNIA SCHOOL EDUCATION ASSOCIATION
AND ITS CHAPTER 324

LOS ALAMITOS UNIFIED SCHOOL DISTRICT

By *Mitchell Banales*
Mitch Banales
CSEA President

By *[Signature]*
Joe Fraser, Ed.D
Chief Negotiator
Los Alamitos Unified School District

By *Erica Williams*
Erica Williams, CSEA Labor Representative

Signed on this date: 8-31-21

Signed on this date: August 31, 2021
Board Approval: September 14, 2021

APPENDIX I

APPENDIX II - LAYOFF

The layoff procedures are a responsibility of the Personnel Commission. These may be found in Section 60.600 of the Personnel Commission Rules and Regulations.

The District agrees to study the feasibility of offering a Golden Handshake in conjunction with any proposals regarding layoffs and, if feasible, shall reopen negotiations with CSEA on this benefit.

APPENDIX III -SALARY SCHEDULE

APPENDIX IV – SCHEDULE OF MEDICAL BENEFITS

APPENDIX V – RELATIONSHIP COMPACT

BARGAINING UNIT SALARY RANGES

APPENDIX III

Effective July 1, 2020

2% Increase

BARGAINING UNIT CLASSIFICATION SALARY RANGES

Classification	Range
Accounting Assistant I	57
Accounting Assistant II	63
Administrative Assistant I	74
Administrative Assistant II	88
Athletic Equipment Attendant	59
Athletic Facilities Manager	59
Attendance Accounting Technician	68
Attendance Clerk	57
Building and Grounds Maintenance Worker	68
Bus Driver	58
Business Services Specialist	77
Campus Supervisor	41
Certificated Personnel Specialist	77
Child Development Program Technician	66
Classified Personnel Specialist	77
Clerical Assistant I	40
Clerical Assistant II	48
Clerical Assistant III	57
College and Career Guidance Technician	67
Computer Systems Coordinator	91
Counseling Assistant	62
Custodian	59
Data Processing Technician	68
Database Specialist	89
Day Custodian/Athletic Facilities Manager	55
Delivery Person	63
Driver Trainer	63
Extended Day Care Center Assistant	32
Extended Day Care Center Assistant Lead	40
Facility/Grounds Maintenance Lead	78
Food Service Assistant Cook	37
Food Service Assistant I	25
Food Service Assistant III	29
Food Service Satellite Café	30
Food Service Technician	58
Grounds Maintenance Worker I	59
Grounds Maintenance Worker II	64
Head Custodian	62
Health Clerk	51
High School Lead Day Custodian	71
High School Secretary I	59
High School Secretary II	72
HVAC Mechanic	85
IMC Office Coordinator	74
Information Systems Specialist I	94
Information Systems Specialist II	98
Information Systems Technician	67
Instructional Art Specialist	42

BARGAINING UNIT CLASSIFICATION SALARY RANGES

Classification	Range
Instructional Assistant	37
Instructional Assistant - Accompanist	37
Instructional Assistant - Bilingual	40
Instructional Assistant - Cont/Adult Ed	48
Instructional Assistant - Detention	41
Instructional Assistant - EL	40
Instructional Assistant - Infant Care	37
Instructional Assistant - Mathematics & Biology	48
Instructional Assistant - Media Center & Technology	46
Instructional Assistant - PE	40
Instructional Assistant - Preschool	37
Instructional Assistant - Reading Lab	40
Instructional Assistant - Special Education	40
Instructional Materials Clerk	53
Intensive Behavioral Instruction Assistant	45
Lead Bus Driver	63
Library Media Technician	68
Licensed Vocational Nurse (LVN)	66
Mechanic	78
Media Center Assistant - High School	51
Painter	81
Payroll Technician I	57
Payroll Technician II	67
Personnel Assistant	60
Personnel Clerk - Substitutes	57
Playground Supervisor (dual class)	20
Preschool Lead Person	67
Purchasing Assistant	74
Purchasing Services Lead	80
Receptionist	48
Reprographic Services Specialist	60
School Office Coordinator	68
School Readiness and Community Liaison	54
Skilled Maintenance Worker	78
Skilled Maintenance Worker-Electrical	78
Skilled Maintenance Worker-Plumbing	78
Speech/Language Pathology Assistant	67
Student Records Clerk	58
Switchboard Operator	48
Systems Analyst I	106
Theatre Production Technician	55
Warehouse Lead Person	73

BARGAINING UNIT SALARY RANGES

APPENDIX III

Effective July 1, 2020

2% Increase

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
RANGE 20	2,789	2,925	3,074	3,229	3,389		RANGE 53	4,027	4,223	4,439	4,657	4,895
	16.09	16.88	17.74	18.63	19.55			23.23	24.36	25.61	26.87	28.24
RANGE 25	3,051	3,202	3,359	3,529	3,703		RANGE 54	4,067	4,267	4,484	4,701	4,941
	17.60	18.47	19.38	20.36	21.36			23.46	24.61	25.87	27.12	28.50
RANGE 26	3,076	3,229	3,392	3,561	3,741		RANGE 55	4,109	4,313	4,527	4,751	4,993
	17.75	18.63	19.57	20.54	21.58			23.70	24.88	26.12	27.41	28.80
RANGE 27	3,110	3,263	3,430	3,597	3,777		RANGE 56	4,148	4,356	4,570	4,800	5,044
	17.94	18.82	19.79	20.75	21.79			23.93	25.13	26.36	27.69	29.10
RANGE 28	3,142	3,296	3,462	3,631	3,816		RANGE 57	4,186	4,398	4,617	4,847	5,090
	18.12	19.01	19.97	20.95	22.01			24.15	25.37	26.63	27.96	29.36
RANGE 29	3,169	3,328	3,495	3,670	3,852		RANGE 58	4,229	4,445	4,667	4,899	5,138
	18.28	19.20	20.16	21.17	22.22			24.40	25.64	26.92	28.26	29.64
RANGE 30	3,203	3,361	3,531	3,709	3,891		RANGE 59	4,273	4,486	4,710	4,946	5,191
	18.48	19.39	20.37	21.40	22.45			24.65	25.88	27.17	28.53	29.95
RANGE 31	3,233	3,394	3,562	3,745	3,930		RANGE 60	4,315	4,534	4,756	4,996	5,246
	18.65	19.58	20.55	21.61	22.67			24.89	26.16	27.44	28.82	30.26
RANGE 32	3,267	3,431	3,600	3,782	3,971		RANGE 61	4,361	4,578	4,805	5,046	5,295
	18.85	19.80	20.77	21.82	22.91			25.16	26.41	27.72	29.11	30.55
RANGE 33	3,299	3,465	3,639	3,819	4,010		RANGE 62	4,404	4,625	4,852	5,094	5,351
	19.03	19.99	21.00	22.03	23.13			25.41	26.68	27.99	29.39	30.87
RANGE 34	3,331	3,496	3,674	3,859	4,051		RANGE 63	4,450	4,672	4,901	5,145	5,404
	19.22	20.17	21.20	22.26	23.37			25.67	26.95	28.28	29.68	31.18
RANGE 35	3,363	3,533	3,711	3,894	4,087		RANGE 64	4,489	4,715	4,951	5,200	5,458
	19.40	20.38	21.41	22.47	23.58			25.90	27.20	28.56	30.00	31.49
RANGE 36	3,399	3,568	3,749	3,931	4,131		RANGE 65	4,537	4,758	4,998	5,249	5,510
	19.61	20.58	21.63	22.68	23.83			26.17	27.45	28.83	30.28	31.79
RANGE 37	3,434	3,605	3,783	3,973	4,173		RANGE 66	4,581	4,809	5,050	5,302	5,564
	19.81	20.80	21.83	22.92	24.07			26.43	27.75	29.13	30.59	32.10
RANGE 38	3,466	3,640	3,824	4,014	4,213		RANGE 67	4,627	4,854	5,107	5,354	5,619
	20.00	21.00	22.06	23.16	24.30			26.69	28.00	29.46	30.89	32.42
RANGE 39	3,500	3,678	3,863	4,053	4,255		RANGE 68	4,677	4,910	5,151	5,408	5,683
	20.19	21.22	22.28	23.39	24.55			26.98	28.33	29.72	31.20	32.79
RANGE 40	3,535	3,715	3,895	4,092	4,299		RANGE 69	4,722	4,959	5,205	5,465	5,740
	20.40	21.43	22.47	23.61	24.80			27.24	28.61	30.03	31.53	33.11
RANGE 41	3,574	3,750	3,936	4,135	4,345		RANGE 70	4,771	5,003	5,258	5,515	5,794
	20.62	21.63	22.71	23.86	25.07			27.52	28.86	30.33	31.82	33.42
RANGE 42	3,608	3,787	3,980	4,177	4,390		RANGE 71	4,814	5,058	5,309	5,567	5,851
	20.81	21.85	22.96	24.10	25.33			27.77	29.18	30.63	32.12	33.75
RANGE 43	3,644	3,825	4,018	4,216	4,433		RANGE 72	4,859	5,109	5,357	5,630	5,909
	21.03	22.07	23.18	24.32	25.57			28.03	29.48	30.91	32.48	34.09
RANGE 44	3,681	3,867	4,056	4,259	4,470		RANGE 73	4,913	5,156	5,413	5,688	5,972
	21.24	22.31	23.40	24.57	25.79			28.35	29.75	31.23	32.81	34.45
RANGE 45	3,718	3,899	4,096	4,303	4,519		RANGE 74	4,961	5,208	5,470	5,742	6,030
	21.45	22.50	23.63	24.83	26.07			28.62	30.05	31.56	33.12	34.79
RANGE 46	3,752	3,938	4,136	4,348	4,560		RANGE 75	5,009	5,262	5,524	5,799	6,088
	21.64	22.72	23.86	25.09	26.31			28.90	30.36	31.87	33.45	35.12
RANGE 47	3,792	3,983	4,179	4,394	4,609		RANGE 76	5,060	5,317	5,573	5,858	6,149
	21.88	22.98	24.11	25.35	26.59			29.19	30.68	32.15	33.79	35.47
RANGE 48	3,830	4,024	4,218	4,436	4,651		RANGE 77	5,111	5,365	5,633	5,920	6,211
	22.10	23.21	24.33	25.59	26.83			29.49	30.95	32.50	34.15	35.83
RANGE 49	3,869	4,062	4,265	4,478	4,698		RANGE 78	5,164	5,419	5,693	5,979	6,272
	22.32	23.43	24.60	25.83	27.10			29.79	31.26	32.84	34.50	36.18
RANGE 50	3,909	4,101	4,308	4,523	4,749		RANGE 79	5,212	5,475	5,751	6,035	6,335
	22.55	23.66	24.86	26.09	27.40			30.07	31.59	33.18	34.82	36.55
RANGE 51	3,942	4,143	4,351	4,563	4,793		RANGE 80	5,267	5,530	5,803	6,093	6,404
	22.74	23.90	25.10	26.33	27.65			30.39	31.91	33.48	35.15	36.94
RANGE 52	3,986	4,184	4,396	4,612	4,842		RANGE 81	5,322	5,583	5,860	6,159	6,464
	23.00	24.14	25.36	26.61	27.93			30.71	32.21	33.81	35.53	37.29

BARGAINING UNIT SALARY RANGES

APPENDIX III

Effective July 1, 2020

2% Increase

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
RANGE 82	5,368 30.97	5,641 32.54	5,922 34.17	6,217 35.87	6,529 37.67
RANGE 83	5,424 31.29	5,697 32.87	5,984 34.52	6,280 36.23	6,599 38.07
RANGE 84	5,478 31.61	5,756 33.21	6,044 34.87	6,340 36.58	6,663 38.44
RANGE 85	5,536 31.94	5,811 33.52	6,100 35.19	6,409 36.97	6,729 38.82
RANGE 86	5,593 32.26	5,868 33.85	6,164 35.56	6,469 37.32	6,793 39.19
RANGE 87	5,648 32.58	5,927 34.19	6,221 35.89	6,532 37.68	6,860 39.57
RANGE 88	5,703 32.90	5,988 34.55	6,283 36.25	6,602 38.09	6,931 39.99
RANGE 89	5,758 33.22	6,047 34.88	6,353 36.65	6,668 38.47	6,997 40.37
RANGE 90	5,814 33.54	6,106 35.22	6,413 37.00	6,736 38.86	7,071 40.79
RANGE 91	5,875 33.89	6,169 35.59	6,475 37.35	6,801 39.24	7,141 41.20
RANGE 92	5,931 34.22	6,228 35.93	6,541 37.74	6,869 39.63	7,210 41.60
RANGE 93	5,990 34.56	6,288 36.28	6,606 38.11	6,938 40.03	7,285 42.03
RANGE 94	6,051 34.91	6,356 36.67	6,673 38.50	7,006 40.42	7,359 42.46
RANGE 95	6,114 35.27	6,418 37.03	6,739 38.88	7,079 40.84	7,430 42.86
RANGE 96	6,172 35.61	6,481 37.39	6,806 39.27	7,145 41.22	7,506 43.30
RANGE 97	6,234 35.97	6,547 37.77	6,877 39.67	7,219 41.64	7,581 43.73
RANGE 98	6,301 36.35	6,614 38.16	6,945 40.07	7,291 42.06	7,659 44.19
RANGE 99	6,360 36.69	6,681 38.54	7,014 40.46	7,364 42.49	7,734 44.62
RANGE 100	6,424 37.06	6,748 38.93	7,087 40.89	7,443 42.94	7,811 45.06
RANGE 101	6,485 37.41	6,817 39.33	7,110 41.02	7,516 43.36	7,892 45.53
RANGE 102	6,554 37.81	6,884 39.71	7,231 41.72	7,590 43.79	7,968 45.97
RANGE 103	6,617 38.17	6,951 40.10	7,300 42.12	7,665 44.22	8,049 46.43
RANGE 104	6,684 38.56	7,021 40.50	7,373 42.53	7,742 44.66	8,130 46.91
RANGE 105	6,752 38.96	7,091 40.91	7,450 42.98	7,820 45.12	8,208 47.35
RANGE 106	6,820 39.34	7,163 41.33	7,523 43.40	7,896 45.55	8,292 47.84

LONGEVITY:

- Effective with the beginning of the 11th year: 5%
- Effective with the beginning of the 16th year: 5%
- Effective with the beginning of the 21st year: 6%
- Effective with the beginning of the 26th year: 5%
- Effective with the beginning of the 31st year: 5%

Board Approved: December 14, 2021

BARGAINING UNIT SALARY RANGES

Effective July 1, 2021

BARGAINING UNIT CLASSIFICATION SALARY RANGES

<u>Classification</u>	<u>Range</u>
Accounting Assistant I	57
Accounting Assistant II	63
Administrative Assistant I	74
Administrative Assistant II	88
Athletic Equipment Attendant	59
Athletic Facilities Manager	59
Athletic Trainer	102
Attendance Accounting Technician	68
Attendance Clerk	57
Building and Grounds Maintenance Worker	68
Bus Driver	58
Business Services Specialist	77
Campus Supervisor	41
Certificated Personnel Specialist	77
Child Development Program Technician	66
Classified Personnel Specialist	77
Clerical Assistant I	40
Clerical Assistant II	48
Clerical Assistant III	57
College and Career Guidance Technician	67
Computer Systems Coordinator	91
Counseling Assistant	62
Custodian	59
Data Processing Technician	68
Database Specialist	89
Day Custodian/Athletic Facilities Manager	55
Delivery Person	63
Driver Trainer	63
Extended Day Care Center Assistant	32
Extended Day Care Center Assistant Lead	40
Facility/Grounds Maintenance Lead	78
Food Service Assistant Cook	37
Food Service Assistant I	25
Food Service Assistant III	29
Food Service Satellite Café	30
Food Service Technician	58
Grounds Maintenance Worker I	59
Grounds Maintenance Worker II	64
Head Custodian	62
Health Clerk	51
High School Lead Day Custodian	71
High School Secretary I	59
High School Secretary II	72
HVAC Mechanic	85
IMC Office Coordinator	74
Information Systems Specialist I	94
Information Systems Specialist II	98
Information Systems Technician	67

BARGAINING UNIT CLASSIFICATION SALARY RANGES

<u>Classification</u>	<u>Range</u>
Instructional Art Specialist	42
Instructional Assistant	37
Instructional Assistant - Accompanist	37
Instructional Assistant - Bilingual	40
Instructional Assistant - Cont/Adult Ed	48
Instructional Assistant - Detention	41
Instructional Assistant - Early Childhood Education	37
Instructional Assistant - English Language	40
Instructional Assistant - Infant Care	37
Instructional Assistant - Mathematics & Science	48
Instructional Assistant - Media Center & Technology	46
Instructional Assistant - Physical Education	40
Instructional Assistant - Reading Lab	40
Instructional Assistant - Special Education	40
Instructional Materials Clerk	53
Intensive Behavioral Instruction Assistant	45
Lead Bus Driver	63
Lead Instructional Assistant - Behavior Intervention	48
Library Media Technician	68
Licensed Vocational Nurse (LVN)	66
Mechanic	78
Media Center Assistant - High School	51
Network Security Analyst	106
Painter	81
Payroll Technician I	57
Payroll Technician II	67
Personnel Assistant	60
Personnel Clerk - Substitutes	57
Playground Supervisor (dual class)	20
Preschool Lead Person	67
Purchasing Assistant	74
Purchasing Services Lead	80
Receptionist	48
Reprographic Services Specialist	60
School Office Coordinator	68
School Readiness and Community Liaison	54
Skilled Maintenance Worker	78
Skilled Maintenance Worker - Electrical	78
Skilled Maintenance Worker - Plumbing	78
Speech/Language Pathology Assistant	67
Student Records Clerk	58
Switchboard Operator	48
Systems Analyst I	106
Theatre Production Technician	55
Warehouse Lead Person	73

BARGAINING UNIT SALARY RANGES

Effective July 1, 2021

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
RANGE 20	2,816	2,955	3,106	3,262	3,424		RANGE 53	4,067	4,265	4,483	4,704	4,944
	16.25	17.05	17.92	18.82	19.75			23.46	24.61	25.87	27.14	28.52
RANGE 25	3,082	3,234	3,393	3,564	3,740		RANGE 54	4,108	4,310	4,528	4,748	4,990
	17.78	18.66	19.57	20.56	21.58			23.70	24.86	26.12	27.39	28.79
RANGE 26	3,108	3,262	3,426	3,597	3,779		RANGE 55	4,150	4,356	4,572	4,799	5,043
	17.93	18.82	19.76	20.75	21.80			23.94	25.13	26.38	27.68	29.09
RANGE 27	3,141	3,296	3,464	3,633	3,815		RANGE 56	4,189	4,400	4,616	4,848	5,094
	18.12	19.01	19.99	20.96	22.01			24.17	25.38	26.63	27.97	29.39
RANGE 28	3,172	3,328	3,497	3,667	3,853		RANGE 57	4,228	4,442	4,663	4,895	5,141
	18.30	19.20	20.17	21.16	22.23			24.39	25.63	26.90	28.24	29.66
RANGE 29	3,201	3,361	3,530	3,707	3,891		RANGE 58	4,270	4,489	4,714	4,948	5,189
	18.47	19.39	20.36	21.38	22.44			24.64	25.90	27.19	28.55	29.94
RANGE 30	3,235	3,395	3,566	3,745	3,930		RANGE 59	4,316	4,530	4,757	4,995	5,243
	18.66	19.58	20.57	21.61	22.67			24.90	26.13	27.44	28.82	30.25
RANGE 31	3,266	3,428	3,598	3,783	3,969		RANGE 60	4,358	4,579	4,804	5,046	5,298
	18.84	19.78	20.76	21.83	22.90			25.14	26.42	27.71	29.11	30.57
RANGE 32	3,300	3,465	3,636	3,820	4,010		RANGE 61	4,405	4,624	4,853	5,096	5,348
	19.04	19.99	20.98	22.04	23.13			25.41	26.68	28.00	29.40	30.85
RANGE 33	3,331	3,500	3,676	3,857	4,050		RANGE 62	4,448	4,671	4,901	5,145	5,405
	19.22	20.19	21.21	22.25	23.37			25.66	26.95	28.27	29.68	31.18
RANGE 34	3,365	3,531	3,711	3,898	4,093		RANGE 63	4,495	4,719	4,950	5,196	5,458
	19.42	20.37	21.41	22.49	23.61			25.93	27.22	28.56	29.98	31.49
RANGE 35	3,397	3,568	3,747	3,934	4,128		RANGE 64	4,534	4,762	5,001	5,252	5,513
	19.60	20.59	21.62	22.70	23.81			26.16	27.47	28.85	30.30	31.80
RANGE 36	3,432	3,604	3,786	3,970	4,172		RANGE 65	4,581	4,806	5,048	5,301	5,565
	19.80	20.79	21.84	22.91	24.07			26.43	27.72	29.12	30.59	32.11
RANGE 37	3,469	3,640	3,821	4,013	4,214		RANGE 66	4,627	4,857	5,101	5,355	5,620
	20.02	21.00	22.04	23.15	24.31			26.69	28.02	29.43	30.89	32.42
RANGE 38	3,501	3,677	3,862	4,054	4,255		RANGE 67	4,673	4,903	5,158	5,408	5,676
	20.20	21.22	22.28	23.39	24.55			26.96	28.28	29.76	31.20	32.75
RANGE 39	3,534	3,715	3,901	4,095	4,299		RANGE 68	4,724	4,959	5,203	5,462	5,740
	20.39	21.43	22.50	23.62	24.80			27.25	28.61	30.01	31.51	33.11
RANGE 40	3,571	3,752	3,935	4,133	4,342		RANGE 69	4,769	5,009	5,258	5,521	5,796
	20.60	21.65	22.70	23.84	25.05			27.51	28.90	30.33	31.85	33.44
RANGE 41	3,610	3,788	3,975	4,176	4,388		RANGE 70	4,819	5,053	5,312	5,571	5,851
	20.83	21.85	22.93	24.09	25.32			27.80	29.15	30.64	32.14	33.75
RANGE 42	3,643	3,825	4,020	4,218	4,434		RANGE 71	4,862	5,109	5,363	5,624	5,910
	21.02	22.07	23.19	24.33	25.58			28.05	29.47	30.94	32.44	34.09
RANGE 43	3,681	3,863	4,057	4,258	4,476		RANGE 72	4,908	5,160	5,411	5,686	5,968
	21.24	22.29	23.41	24.57	25.82			28.31	29.77	31.21	32.81	34.43
RANGE 44	3,718	3,905	4,097	4,302	4,515		RANGE 73	4,962	5,209	5,468	5,744	6,032
	21.45	22.53	23.63	24.82	26.05			28.63	30.05	31.55	33.14	34.80
RANGE 45	3,755	3,939	4,137	4,346	4,564		RANGE 74	5,011	5,261	5,525	5,798	6,091
	21.66	22.72	23.87	25.07	26.33			28.91	30.35	31.87	33.45	35.14
RANGE 46	3,790	3,977	4,177	4,391	4,606		RANGE 75	5,059	5,315	5,579	5,857	6,150
	21.86	22.95	24.10	25.34	26.57			29.19	30.66	32.19	33.79	35.48
RANGE 47	3,831	4,023	4,221	4,438	4,655		RANGE 76	5,111	5,370	5,629	5,917	6,209
	22.10	23.21	24.35	25.60	26.86			29.48	30.98	32.47	34.13	35.82
RANGE 48	3,868	4,064	4,260	4,480	4,698		RANGE 77	5,162	5,419	5,689	5,979	6,273
	22.32	23.45	24.58	25.85	27.10			29.78	31.26	32.82	34.49	36.19
RANGE 49	3,907	4,103	4,308	4,523	4,745		RANGE 78	5,216	5,473	5,749	6,040	6,335
	22.54	23.67	24.85	26.09	27.37			30.09	31.58	33.17	34.84	36.55
RANGE 50	3,948	4,143	4,352	4,568	4,796		RANGE 79	5,264	5,530	5,809	6,096	6,398
	22.78	23.90	25.11	26.35	27.67			30.37	31.90	33.51	35.17	36.91
RANGE 51	3,981	4,184	4,395	4,610	4,841		RANGE 80	5,320	5,585	5,861	6,154	6,467
	22.97	24.14	25.35	26.59	27.93			30.69	32.22	33.81	35.50	37.31
RANGE 52	4,026	4,226	4,440	4,658	4,890		RANGE 81	5,375	5,639	5,919	6,221	6,528
	23.23	24.38	25.61	26.87	28.21			31.01	32.53	34.15	35.89	37.66

BARGAINING UNIT SALARY RANGES

Effective July 1, 2021

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
RANGE 82	5,422 31.28	5,696 32.86	5,981 34.51	6,279 36.23	6,594 38.04
RANGE 83	5,478 31.60	5,754 33.20	6,045 34.87	6,343 36.59	6,666 38.46
RANGE 84	5,533 31.92	5,814 33.54	6,103 35.21	6,404 36.95	6,729 38.82
RANGE 85	5,590 32.25	5,869 33.86	6,160 35.54	6,472 37.34	6,796 39.21
RANGE 86	5,649 32.59	5,927 34.19	6,226 35.92	6,534 37.69	6,861 39.58
RANGE 87	5,704 32.91	5,987 34.54	6,283 36.25	6,597 38.06	6,929 39.97
RANGE 88	5,760 33.23	6,048 34.89	6,346 36.61	6,669 38.47	7,000 40.39
RANGE 89	5,816 33.55	6,106 35.23	6,416 37.01	6,734 38.85	7,067 40.77
RANGE 90	5,872 33.88	6,167 35.58	6,476 37.36	6,803 39.25	7,142 41.20
RANGE 91	5,935 34.24	6,231 35.95	6,540 37.73	6,870 39.63	7,212 41.61
RANGE 92	5,991 34.56	6,290 36.29	6,606 38.11	6,937 40.02	7,283 42.02
RANGE 93	6,050 34.90	6,352 36.64	6,672 38.49	7,007 40.43	7,357 42.44
RANGE 94	6,111 35.25	6,419 37.03	6,740 38.88	7,077 40.83	7,433 42.88
RANGE 95	6,175 35.63	6,482 37.40	6,806 39.27	7,149 41.24	7,504 43.29
RANGE 96	6,234 35.96	6,546 37.76	6,875 39.66	7,216 41.63	7,581 43.74
RANGE 97	6,297 36.33	6,613 38.15	6,946 40.07	7,291 42.06	7,657 44.17
RANGE 98	6,363 36.71	6,679 38.53	7,014 40.47	7,364 42.48	7,736 44.63
RANGE 99	6,423 37.05	6,748 38.93	7,084 40.87	7,438 42.91	7,811 45.06
RANGE 100	6,488 37.43	6,816 39.33	7,158 41.29	7,517 43.37	7,889 45.51
RANGE 101	6,550 37.79	6,884 39.72	7,182 41.43	7,591 43.79	7,971 45.99
RANGE 102	6,620 38.19	6,953 40.11	7,302 42.13	7,666 44.23	8,048 46.43
RANGE 103	6,682 38.55	7,021 40.50	7,373 42.54	7,742 44.66	8,129 46.90
RANGE 104	6,751 38.95	7,091 40.91	7,447 42.96	7,819 45.11	8,211 47.37
RANGE 105	6,821 39.35	7,162 41.32	7,525 43.41	7,898 45.57	8,290 47.83
RANGE 106	6,887 39.73	7,236 41.74	7,598 43.84	7,975 46.01	8,375 48.32

LONGEVITY:

Effective with the beginning of the 11th year: 5%

Effective with the beginning of the 16th year: 5%

Effective with the beginning of the 21st year: 6%

Effective with the beginning of the 26th year: 5%

Effective with the beginning of the 31st year: 5%

Board Approved: December 14, 2021

SCHEDULE OF MEDICAL BENEFITS

ANNUAL DEDUCTIBLES	Network	Non-Network
Individual Deductible	\$300	\$600
Family Maximum Deductible	\$900	\$1800
Retiree Individual Deductible	\$300	\$600
Retiree Family Maximum Deductible	\$900	\$1800

Individual Deductible/Retiree Individual Deductible – The Individual Deductible is an amount which a Covered Person must contribute toward payment of eligible medical expenses. The Deductible usually applies before the Plan begins to provide benefits. The “Annual Deductible” applies to each Calendar Year of the District’s Plan which will be July 1- June 30th.

Family Maximum Deductible/Retiree Family Maximum Deductible – If eligible medical expenses equal to the Family Maximum Deductible are incurred collectively by 3 or more family members during a Calendar Year (July 1 – June 30th) and are applied toward Individual Deductibles, the Family Maximum Deductible is satisfied. A “family” includes a covered Employee and his covered dependents.

Deductible Carry-Over – Eligible Expenses incurred in the last 3 months of a Calendar Year (July 1 – June 30th) and applied toward that year’s Deductible can be carried forward and applied toward the person’s Deductible for the next Calendar Year.

OUT-OF-POCKET MAXIMUMS	Network	Non-Network
Individual Out-Of-Pocket Maximum	\$2,500	\$5,000
Family Out-Of-Pocket Maximum	\$6,250	\$12,500

Individual Out-Of-Pocket Maximum – Except as noted, a Covered Person will not be required to pay more than \$5,000 (or \$2,500 for Network services and supplies) in a Plan Year (July 1 – June 30th) toward Eligible Expenses which are not paid by the Plan. Once he has paid his out-of-pocket maximum, his Eligible Expenses will be paid at 100% for the balance of the Plan Year (July 1 – June 30th).

Family Out-Of-Pocket Maximum – Except as noted, a Covered family (Employee and his Dependents) will not be required to pay more than \$12,500 (or \$6,250 for Network services and supplies) in a Plan Year (July 1 – June 30) toward Eligible Expenses which are not paid by the Plan. Once the family has paid their out-of-pocket maximum, his Eligible Expenses will be paid at 100% for the balance of the Plan Year (July 1 – June 30th)

NOTE: Out-Of-Pocket expenses that count toward the maximum include deductible, co-pays and coinsurance. The Out-Of-Pocket does not apply to or include expenses which become the Covered Person’s responsibility for failure to comply with the requirements of the Utilization Management Program.

WARNING: The Out-Of-Pocket maximum does not apply to expenses which exceed the Plan’s limits or which are not covered. For instance, the Plan will never pay benefits for expenses which are in excess of Usual, Customary and Reasonable. The Non-Network out-of-pockets are the maximum out-of-pockets that will be required. For Network providers, however, only the lesser maximums will apply.

ABOUT THE SUMMARY...

The percentages shown in the summary reflect the amounts the Plan pays of Eligible Expenses after any Deductible or Co-Pay has been deducted. The percentages apply to “Usual, Customary and Reasonable” charges. For Network providers, this means that the percentages apply to the negotiated rates and not necessarily to the provider’s actual charges or the usual charges of similar providers. See “Usual, Customary and Reasonable” in the **Definitions** section for more information.

A “Co-Pay” is an amount the Covered Person must pay and balance of the Eligible Expenses will be paid by the Plan unless a lesser percentage (%) is shown. Co-Pays are usually paid to the provider at the time of service.

THIS IS A SUMMARY ONLY. SEE THE **ELIGIBLE MEDICAL EXPENSES** AND **MEDICAL LIMITATIONS AND EXCLUSIONS** SECTIONS FOR MORE INFORMATION.

APPENDIX V

LOS ALAMITOS UNIFIED SCHOOL DISTRICT RELATIONSHIP COMPACT

This Compact is a statement of the intent to formalize principles and practices of healthy relationships and a good decision-making process. The Compact is not intended to replace traditional contractual obligations; it is meant to extend beyond those legal and contractual requirements. We are crafting a relationship compact that can help understand and meet the mutual and separate interests of these parties. By collaborative decision-making we will wisely utilize resources effectively, maintain a balanced budget, and ensure the success of the district to support student learning.

We agree to base our relationship on the following principles and common interests and to continue to use an Interest Based Approach in problem solving at both the site and district level that best meet our interests.

The District and Association philosophically agree that our common interests include:

- Quality education
- High trust
- Employee well-being
- Stability
- Solvency
- Safety
- Collaboration
- Communication
- Understanding
- Community relations
- Long-term planning
- Adherence to contracts

In order to further our relationship and provide structure and opportunities for members to be involved in decisions and provide feedback, we have agreed to implement the following:

Effective with the beginning of the 2017-2018 school year, in order to enhance collaboration, communication, problem solving, trust, mutual respect and professionalism, the CSEA President or Designee will meet with Executive Cabinet or Designees on a monthly basis to discuss and collaborate on education and operational issues.

We have chosen to use the preceding principles and ground rules in our relationship, in our communications and in our practices. We will likewise abide by these principles as we expand or modify this Compact based on our learning.