

**Hacienda La Puente Unified School District  
15959 East Gale Avenue  
City of Industry, California 91716-0002**

**(626) 933-1000**

<https://www.hlpschools.org/>

**AGREEMENT  
BETWEEN  
BOARD OF EDUCATION OF THE  
HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT**



**AND**



**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
And it's HACIENDA LA PUENTE CHAPTER #115**

**July 1, 2019 – June 30, 2022**

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AGREEMENT

This Agreement is made and entered into this 13<sup>th</sup> day of August 2020, between the California School Employees Association and its Hacienda La Puente Chapter #115, hereinafter referred to as the Association, and the Hacienda La Puente Unified School District, hereinafter referred to as the Board.

The Association and the Board agreed that it is to their mutual benefit to encourage the resolution of problems or concerns through the negotiation process. Therefore, it is agreed that the Association and the Board will support this agreement for its term as a demonstration of their cooperation and consistency to this end.

**Bargaining Team Member  
For the California School  
Employees Association:**

\_\_\_\_\_  
CSEA Bargaining Team Chairperson

\_\_\_\_\_  
Bargaining Team Member

\_\_\_\_\_  
Bargaining Team Member

\_\_\_\_\_  
Bargaining Team Member

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Bargaining Team Member

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Bargaining Team Member

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Bargaining Team Member

\_\_\_\_\_  
Bargaining Team Member

**For the Hacienda La Puente Unified  
School District:**

\_\_\_\_\_  
HLPUSD Team Chairperson

\_\_\_\_\_  
HLPUSD Team Member

\_\_\_\_\_  
HLPUSD Team Member

\_\_\_\_\_  
HLPUSD Team Member

\_\_\_\_\_  
HLPUSD Team Member

\_\_\_\_\_  
**Jeffrey De La Torre, President**

\_\_\_\_\_  
**Dr. Joseph K. Chang, Vice President**

\_\_\_\_\_  
**Christine H. Salazar, Clerk**

\_\_\_\_\_  
**Anthony Duarte, Member**

\_\_\_\_\_  
**Stephanie Serrano, Member**

## Article I

### Recognition

- 1.1 The Board recognizes the association as the exclusive representative for the purposes of the Education Employment Relations Act (Government Code Section 3540, et. seq., Title I, Division 4, Chapter 10.7) for the employees in the representation unit.
- 1.2 The bargaining unit shall consist of all employees in the positions agreed to in the granting of voluntary recognition by the Board on May 11, 1976. For the purpose of negotiations, the list of classifications, which the Board and the association consider as being inclusive of the bargaining unit, are listed below. (Document agreed to by association and district dated May 10, 1976.)

### ACCOUNTING/FISCAL

Accounting Technician  
Accounting Technician, Senior  
ASB Secretary  
Budget Technician  
Budget Technician, Senior  
Billing Clerk  
Financial Aide Technician  
Payroll Technician  
Payroll Technician, Senior  
Purchasing Technician  
Purchasing Technician, Senior

### AIDES/ATTENDANTS

Athletic/P.E. Technician (Female)  
Athletic/P.E. Technician (Male)  
Child Development Technician  
Discrete Trial Program Assistant  
Instructional Aide-Auto Mechanics  
Instructional Aide-Classroom  
Instructional Aide-Classroom/Bilingual  
Instructional Aide-Computer Lab  
Instructional Aide-Health Programs  
Instructional Aide-Hearing Impaired  
Instructional Aide-Pet Groomer  
Instructional Aide-Refrigeration/Air Conditioning/Electrical Appliance Repairer  
Instructional Aide-Special Education I  
Instructional Aide-Special Education II

Instructional Aide II-Special Education (Female)  
Instructional Aide II-Special Education (Male)  
Instructional Aide-Special Education/Bilingual I  
Instructional Aide-Special Education/Bilingual II  
Instructional Materials Attendant  
Language Assessment Technician  
Language Assessment Technician, Lead  
Liaison, Dropout Prevention  
Liaison, School Community  
Liaison, Special Education  
Media Center Aide  
Parent Involvement Liaison  
Primary Intervention Child Aide  
Rehabilitation Program Assistant  
Speech/Language Pathology Assistant

#### CLERICAL/SECRETARIAL

Attendance Clerk  
Correctional Clerk  
Correctional Clerk Typist III  
Correctional Delivery Clerk  
Correctional Programs Assistant  
Instructional Media Clerk  
Media Center Clerk  
Office Assistant  
Senior Office Assistant  
Receptionist  
Records Technician  
Registrar  
School Office Manager  
Secretary I  
Word Processing Operator

#### CUSTODIAL

Custodian I  
Custodian II  
Lead Custodian

#### DATA PROCESSING

Assistant Software Engineer  
Computer Operator  
Computer Trainer/Help Desk Operator  
Digital Systems Printer/Operator

Graphic Arts Specialist  
Software Engineer  
Technology Service Technician  
Web Developer

FOOD SERVICES

Cafeteria Worker I  
Cafeteria Worker II  
Food Service Clerk

LABOR/CRAFTS/TRADES

Grounds Worker I  
Grounds Worker II  
Grounds Worker, Lead  
Heating & Air Conditioning Repairer  
Maintenance Carpenter  
Maintenance Electrician  
Maintenance Glazier  
Maintenance Locksmith  
Maintenance Materials Specialist  
Maintenance Painter  
Maintenance Plumber  
Maintenance Worker II  
Mechanic II  
Mechanic III  
Metal Worker  
Office Machine and Computer Repairer  
Pool Maintenance Worker  
Sprinkler Repairer

PERSONNEL COMMISSION

Associate Personnel Analyst  
Commission Secretary  
Personnel Technician

PURCHASING

Buyer

SECURITY

Campus Security Officer

## STORE KEEPING/WAREHOUSE

Stock Delivery Worker  
Warehouse Delivery Worker

## TRANSPORTATION

Bus Driver  
Dispatcher

## MISCELLANEOUS

Employment Developer  
Family Services Specialist  
Health Services Assistant  
Piano Accompanist  
Sign Language Interpreter-Adult School

## RESTRICTED POSITIONS

Instructional Aide-Sewing

1.3 Excluded from the bargaining unit are all other positions not specifically enumerated above which includes, but is not limited to:

## PERSONNEL COMMISSION

Personnel Director  
Human Resources Analyst

## CLASSIFIED MANAGEMENT

Assistant Director, Food Services  
Assistant Director, Maintenance & Operations  
Assistant Director, Network Systems Manager  
Associate Superintendent, Business  
Chief of Police and Safety  
Chief Technology Officer  
Coordinator, Facility Technologies  
Coordinator, Risk Management  
Database Administrator  
Director, Facilities  
Director, Finance  
Director, Food Services  
Director, Purchasing & Warehouse  
Director, Transportation

Finance Manager

CLASSIFIED SUPERVISORY

ACCOUNTING/FISCAL

Accounting Supervisor  
Budget Supervisor  
Payroll Supervisor  
Purchasing Supervisor

CLERICAL/SECRETARIAL

Adult School Office Manager  
School Office Manager  
Secretary I  
Secretary II  
Secretary, Child Development

CUSTODIAL

Custodial Supervisor  
Senior Custodian  
Operations Supervisor

DATA PROCESSING

Computer Operations Manager  
Computer Field Service Supervisor  
Reprographics Supervisor

FOOD SERVICES

Cafeteria Manager I  
Cafeteria Manager II  
Cafeteria Manager III  
Cafeteria Supervisor

LABOR/CRAFTS/TRADES

Adult School Chef  
Grounds Supervisor  
Maintenance Supervisor  
Mechanic Supervisor



PERSONNEL COMMISSION

Personnel Assistant

PURCHASING

Senior Buyer

SECURITY

Police Officer  
Senior Campus Security Officer

STORE KEEPING/WAREHOUSE

Warehouse Supervisor

CLASSIFIED CONFIDENTIAL

CLERICAL/SECRETARIAL

Administrative Assistant  
Benefits Technician  
Executive Assistant to the Superintendent  
Office Assistant  
Senior Office Assistant

HUMAN RESOURCES

Administrative Assistant to the Assistant Superintendent  
Credential Technician  
Human Resources Assistant  
Human Resources Office Manager  
Secretary II  
Senior Human Resources Assistant

OTHER

Part-time casuals:

All Regional Occupational Program  
Bilingual High School Tutors  
Cooperative Teachers  
Full time day student employed part time where enrolled in work studies program  
Limited Term or Provisional  
Noon Aides

Recreation Aides  
Student Help  
Voluntary Temporary Professional Experts  
Work Study Interns

- 1.4 The district agrees that if, subsequent to this agreement, it creates any new positions or classifications, it shall notify the association of its actions, describing the positions created, the number of positions, and indicate whether the new position/classification is a part of the bargaining unit or excluded therefrom. The association may, within fifteen (15) calendar days of such notification, contest any assignment made by the district to include or exclude such position/classification into or from the bargaining unit. If the association contests the assignment, the parties shall meet toward the goal of achieving agreement.
- 1.5 If the parties fail to reach agreement on the issue of the inclusion to, or the exclusion from the bargaining unit of a newly created position or classification, the matter may be mutually submitted to the Public Employment Relations Board, hereinafter referred to as PERB, as a change in unit certification according to the rules of the PERB. The decision of the PERB shall be binding on the parties.
- 1.6 The Board agrees that all supplements to this agreement, hereinafter referred to as agreement, are binding on the parties.

## Article II

### Duration of Agreement (Term)

- 2.1 If, during the life of this agreement, there exists an applicable law or any applicable rule, regulation, or order issued by governmental authority other than the district, which shall render invalid or restrain compliance with or enforcement of any provisions of this agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this agreement shall not invalidate any remaining portions, which shall continue in full force and effect.
- 2.2 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
- 2.3 **This agreement is effective July 1, 2019, unless specified elsewhere in this contract and shall remain in full force and effect up to and including June 30, 2022, and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than March 1 of the final year of the agreement of its request to modify, amend, or terminate the agreement. In a reopener year, there will be a general reopener on up to three articles each for the Association and the District, in addition to a reopener on salary compensation and health benefits. The Association will submit all initial proposals for negotiations, including reopeners, in writing no later than March 31 of any year. The District will submit its initial proposals for negotiations no later than April 30 of any year, with formal negotiations beginning no later than the end of August.**

## Article III

### Management Rights

- 3.1 It is understood and agreed that the district retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals patterns; determine the number and kinds of personnel required; maintain the efficiency of district operations; determine the curriculum; build, move or modify facilities; establish budge procedures and determine budgetary allocation; determine the methods of raising revenue; lawfully contract out work **subject to negotiations consistent with Gov. Code section 3543.2 and Anaheim Union High School District (1981) PERB Decision No. 177**; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, transfer, assign, evaluate, promote, terminate, and discipline employees.
- 3.2 The exercise of the foregoing powers, rights authority, duties, and responsibilities by the district, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms are in conformance with law.
- 3.3 The district retains its right to suspend the provisions of this agreement in cases of emergency for the duration of the emergency. The determination of whether or not an emergency exists is solely within the discretion of the Board. When an emergency is called, the district will notify the association of the reasons for the emergency, the expected duration of the emergency, and the specific articles of the agreement that are suspended by the emergency **subject to negotiations consistent with Gov. Code sections; 3100, 3543.2, and Anaheim Union High School District (1981) PERB Decision No. 177**. An emergency is a natural or human catastrophe such as fire, earthquake, flood or large-scale student disturbance.

## Article IV

### Association Rights

- 4.1 The association and the Board agree that neither party shall practice unlawful discrimination against any employee in the bargaining unit because of race, color, creed, sex, age, religion, physical disability, the exercise of his/her political opinion or affiliation with the association.
- 4.2 The association shall be entitled to use the official bulletin boards and other means of communication to employees in the bargaining unit, subject to the following conditions:
  - 4.2.1 Within each school or building there shall be designated one or more sections of bulletin boards as staff bulletin boards. Communications to employees in the bargaining unit shall be posed only on these bulletin boards.
  - 4.2.2 Mailboxes and other district means of distributing information are primarily for use as a means of communication for matters pertaining to the functioning of the district and the school. The association is permitted their use for distribution of materials as long as that use does not interfere with the normal functioning of the school or department. The association may use school equipment for preparation of material as long as the use does not interfere with normal school operations. The association may not use district materials for association business.
  - 4.2.3 Administrators in charge of these bulletin boards and mailboxes are designated as the superintendent's representatives. The association shall provide copies of all general notices and bulletins distributed to the above-mentioned representatives who shall not censor the materials.
  - 4.2.4 Any communication posted on a staff bulletin board, sent through the district system of distribution, or placed in employee mailboxes, shall include the name of the organization sending the communication, the date of posting or distribution and the name of the association president.
  - 4.2.5 All association business, discussion and activities will be conducted by unit members or association officials outside established work hours; excepting scheduled breaks and scheduled lunch times. The association and its members may request use of school buildings and facilities. Requests shall be made through established district procedures. The use of special facilities (gymnasium, kitchen, etc.), which may require the services of additional personnel or the sponsoring of events at which an admission charge is made, will be subject to charge covering the cost.
  - 4.2.6 Representatives of the association shall not contact employees during the normal workday excepting scheduled breaks at scheduled lunch times. Official

representatives of the association shall report to the school or department office before visiting an employee on the premises of the school or district building.

- 4.3 The Board shall provide the association with seventy-five (75) days of release time each school year, for use by the association president for association business or processing grievances. The above is subject to written approval of the superintendent or his/her designee three (3) days prior to such release time. Upon mutual agreement, time limits may be shortened. Additional release time may be authorized by the district or purchased by the association as appropriate.
- 4.4 An employee shall be entitled to representation by the association in matters that affect his/her continued employment with the district, and at times, when disciplinary action is contemplated/taken, or when reviewing one's personnel file.
- 4.5 A written list of association officials and representatives, including names and mailing addresses, shall be furnished to the Board at least annually, and the association shall promptly notify the Board of any interim changes of such officials and representatives.
- 4.6 The district agrees to provide one copy of any public document to the association upon request of the association and upon reimbursement to the district of all clerical and material costs involved in the duplication of the public document.
- 4.7 The association shall have the sole and exclusive right to have membership dues, initiation, and service fees deducted for the employees in the bargaining unit by the district. The association shall receive the deductions on a timely basis. 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 the association and the district.
- 4.8 Employees shall provide to their site administrator and the district personnel office their current mailing address and notify the district personnel office within ten (10) days of a change of address.
- 4.09 In addition, the district shall provide the association a listing of all bargaining unit retirees for the fiscal year by June 30 of each year.
- 4.10 Within sixty (60) days after execution of this agreement, the district shall post the negotiated agreement on the district's website, ([hlp.schools.org](http://hlp.schools.org)). A hard copy of the negotiated agreement will be available at each district site for the employee access. Upon request, hard copies will be provided to the President of CSEA for distribution to members of the Executive Board and CSEA site representatives. Any employee who becomes a member of the bargaining unit after the execution of this agreement shall be provided with a copy of this agreement without charge at the time of their employment. CSEA members may request to make a copy of the site available contract for personal use and as outlined in 4.2.2 of this article.

## Article V

### Grievance Procedure

- 5.1 The purpose of this grievance procedure is to provide, at the lowest administrative level, a means by which a grievance may be resolved in an equitable, efficient manner, in an atmosphere of courtesy and cooperation.
- 5.2 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. All time limits shall consist of working days. Upon mutual agreement between the Board and the association, these time limits may be extended.
- 5.3 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants, and shall be treated as confidential material. These materials shall not be reviewed for decisions regarding reemployment, promotion, assignment, or transfer. Both parties agree that no adverse actions shall be taken against the grievant(s) or participants in the grievance process because of the use of this procedure.
- 5.4 Grievance hearings and meetings shall be conducted at a time that will provide an opportunity for the aggrieved party and all parties of interest to be present. When mutually scheduled hearings are held during the duty day, persons required to participate in the hearing shall be excused without loss of pay or other benefits.
- 5.5 The aggrieved party shall be present at all meetings and hearings and may be represented at all meetings and hearings at all steps of the grievance procedure, by an association representative.
- 5.6 Definitions:
  - 5.6.1 Grievance – A claim by the association, a member or members of the bargaining unit that there has been a violation, misinterpretation, or misapplication of an express provision of this agreement.
  - 5.6.2 Grievant – A grievant is the association, a district employee, or group of employees in the bargaining unit covered by this agreement, who is filing a grievance.
  - 5.6.3 Parties in Interest – The person or persons making the claim, any person or persons assisting the claimant, and any person or persons who might be required to take action or against whom action might be taken in order to resolve the claim.

5.6.4 Immediate Administrator – An immediate administrator is the administrator having the first line jurisdiction over the employee who is filing the grievance.

5.7 Grievance Resolution – Grievances will be processed in accordance with the following steps. Should association release time be required to provide representation, approval will be requested from the Assistant Superintendent, Human Resources no less than three (3) days prior to the scheduled meetings. All dates and timelines may be extended by mutual agreement.

5.7.1 Step 1. Informal Level: Before filing a formal written grievance, the grievant shall identify the grievance and attempt to resolve it by an informal conference with the supervisor within fifteen (15) days.

5.7.2 Step 2. If the aggrieved party is not satisfied with the disposition at Step 1, the aggrieved party shall send a written copy of the grievance to the supervisor within ten (10) days following the step 1 meeting. The written information shall include:

5.7.2.1 Description of the specific grounds of the grievance, including names, dates, and places necessary for complete understanding of the grievance; and the date Step 1 took place.

5.7.2.2 A listing of the provisions of this agreement, which was alleged to have been violated, misapplied, or misinterpreted.

5.7.2.3 A listing of the specific action requested of the district, which will remedy the grievance.

5.7.2.4 The supervisor shall meet with the grievant within five (5) days of receiving the written grievance and send a copy of the written response to the grievant within five (5) days following the meeting.

5.7.3 Step 3. If the aggrieved party is not satisfied with the disposition at the Step 2, the aggrieved party shall send a written copy of the grievance to the Assistant Superintendent, Human Resources within five (5) days of receiving the disposition at Step 2. The written information shall include:

5.7.3.1 A copy of the grievance filled out completely with all documents attached that were used/submitted in Step 1 and 2 of the process.

5.7.3.2 The Assistant Superintendent, Human Resources or his/her designee shall meet with the aggrieved party within ten (10) days of receiving the grievance and render a written response within five (5) days after the meeting.

5.7.4 Step 4. If the aggrieved party is not satisfied with the disposition at Step 3, the aggrieved party shall send a copy to the Superintendent within five (5) days of receiving



the disposition at Step 3. The Superintendent or his/her designee shall meet with the grievant within ten (10) days of receiving the grievance and a written disposition shall be sent the grievant and association within five (5) days of the meeting.

5.7.5 Step 5. If a grievance is not resolved within ten (10) days after the decision is rendered at Step 4, the grievant may request that the association submit the grievance to mediation. Within Five (5) days after receipt of the request from the grievant, the Association will request, in writing, that the district contact the California State Mediation/Conciliation Services and request that a mediator be appointed at no charge to either party. The district will make the request to the Mediation/Conciliation Services within five (5) days of the request by the association. The parties shall attempt to reduce outstanding issues, and if possible, settle the dispute. The mediator shall not have the power or authority to render a decision on the issue(s) or impose a settlement on the parties. If mediation does not satisfactorily resolve the grievance, the grievant may appeal the grievance to Step 6.

5.7.6 Step 6. If a grievance is not resolved in Step 5, the grievant may make a request to the association within five (5) days following the last mediation session to submit the grievance to arbitration. The association, within ten (10) days, may by written notice to the Assistant Superintendent, Human Resources, request that the grievance go to arbitration. By mutual agreement between the parties, individual cases with similar facts may be combined before a single arbitrator. The arbitrator shall be selected by the two parties within five (5) days after such notice is given. If the two parties fail to reach agreement on the choice of the arbitrator within three (3) days, the American Arbitrator Association will be requested to supply a list of five names. Each party will alternately strike from the list until only one name remains. The order of striking will be determined by flip of a coin. The rules of the American Arbitrator Association, then in force, shall be utilized by the parties in the conduct of the hearing. It shall be the function of the arbitrator to make an award to resolve the grievance. The arbitrator shall be subject to the following limitations:

5.7.6.1 The arbitrator shall have no power to add to, subtract from disregard, alter, or modify any of the terms of this agreement. The arbitrator shall have no power to establish the structure of the salary schedule.

5.7.6.2 The fees and expenses of the arbitrator shall be paid by the losing party, association or district, as determined by the arbitrator. All other expenses shall be borne by the parties incurring them and neither party shall be responsible for the expenses of the witness called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of service and expense of such report shall be paid by the party requesting the reporting or shared by the parties if both mutually agree. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and answers thereto, at each step. After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall

submit, in writing, to all parties his/her findings as an award, which shall be final and binding.

## Article VI

### Organizational Security

- 6.1 If required by the association, the following provisions shall apply toward employees in the bargaining unit:
- 6.1.1 New employees, as a condition of continued employment, within thirty (30) days after their employment, shall either join the association or pay a representational fee equal to the regular annual dues paid by a member. The above is in accordance with Government Code Section 3540.1 i (2).
  - 6.1.2 All employees in the bargaining unit, as a condition of continued employment, shall either become a member of the association within thirty (30) days or pay a representational fee equal to the regular annual dues paid by a member. The above is in accordance with Government Code Section 3540.1 (2).
  - 6.1.3 Any employee who is not a member of the association, or who does not make application for membership, or who does not provide the district with an assignment authorizing deduction of the representational fee within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of the assigned duties, shall become a member of the association or pay to the association a representational fee in an amount equal to unified membership dues, payable to the association in one lump-sum cash payment within sixty (60) days of initial employment, or by October 31st of each current school year. In the event that a unit member shall not pay such representational fee directly to the association by the time required, the district shall immediately begin automatic payroll deduction as provided in Education Code Section 45168 and in the same manner as set forth above. Payment of such representational fee shall be a condition of continued employment.
- 6.2 The association shall indemnify and hold the Board harmless from any, and all claims demands, or suits or any other actions arising from the provisions of this article.
- 6.2.1 The district shall serve, upon the written request of the association, an employee who has not complied with this section, a letter stating the terms and conditions of Article VI, Organizational Security, and give the employee a date by which he/she must fulfill these terms and conditions.
- 6.3 Any Employee in the bargaining unit 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 the association as a conditions of employment; except that such employee shall be required, in lieu of a service fee to pay sums equal to such service fee

to a non-religious, non-labor organization, charitable fund, exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code as identified below:

1. Student scholarship fund established by the district
2. United Way agency
3. Charitable fund chosen by the employee

Any employee claiming this religious exemption must file a written request for exemption with CSEA. Requests shall be sent to the CSEA Deputy Chief Counsel at 2045 Lundy Avenue, San Jose, CA 95131 (800-632-2128). If the exemption is granted, the employee shall, as a condition of continued exemption from the requirements of paying service fees to CSEA, furnish CSEA with copies of receipts from the charity selected. Receipts must be submitted to the CSEA Deputy Chief Counsel quarterly or annually by September 30<sup>th</sup> if paid in a lump sum.

If such employee who holds conscientious objection pursuant to this section requests the association to use the grievance procedure on the employee's behalf, the association is authorized to charge the employee for the reasonable costs of using such procedure.

## Article VII

### Transfers

7.1 Definition – A transfer is defined as a change of job location, but within the same position classification.

**7.1.1 Lateral Transfer- A position that is sufficiently related, shall be based on the similarity of duties, minimum qualifications, examination content, salary and other related factors. (Refer to PC Rule 11.1.4) \*Request for transfer form attached.**

7.2 Voluntary Transfer -- Any employee in the bargaining unit may apply for a transfer to such position(s) by completing and submitting a transfer request to the Human Resources Office, either by application to a specific vacant position or by placing a letter on file requesting transfer to any new or vacant positions(s) in his/her classification.

The following procedures shall be followed for voluntary transfers:

7.2.1 If an employee desires a transfer, the matter shall first be discussed with the immediate supervisor.

7.2.2 Following discussion, the employee shall send a transfer request to the Human Resources office on the prescribed form titled Classified Request for Transfer, #1806. The request shall include the employee's training experience, and other qualifications and assignment preferences. Such request shall be kept on file until withdrawn in writing. Such blanket requests shall be valid, however, for no longer than the current school year.

7.2.3 An employee, who has requested a transfer and is qualified for the position, shall be interviewed for any position that is available in the class, which he/she holds. It is the intent of the district to attempt to accommodate voluntary transfer requests of permanent employees and the employee's personnel file shall be reviewed by the official making the selection to assist in this regard.

7.2.4 If a permanent employee, who has been rated satisfactory on his/her last evaluation, feels he/she was denied a lateral transfer for punitive reasons, he/she may grieve it subject to the grievance procedure.

7.3 Involuntary Transfer – Any transfer, which is not voluntary, shall be discussed with the employee and his/her immediate supervisor prior to the intended transfer. An involuntary transfer shall not be for punitive reasons and shall be subject to the grievance procedure.

- 7.4 If the district initiates the transfer of an employee, a notification and explanation of pending transfer shall be made in writing five (5) working days prior to the effective date of the transfer.
- 7.5 The district may give alternate work when the same is available to an employee who has become medically unable to satisfactorily, perform his/her regular job class duties. The alternate work may constitute promotion, demotion, or lateral transfer to a related class, but it shall be constituted only by mutual agreement with CSEA and concurrence of the employee; and shall be assigned only after efforts have been made to provide a reasonable accommodation to the employee's limitations.

## Article VIII

### Transportation Department

#### 8.1 Daily School Bus Routes

- a. All regularly scheduled, Monday through Friday home to school transportation shall be considered “Daily school bus routes.” Routes and stops shall be established by the Director of Transportation. Routes, stops, and stop times may not be altered without the express written permission of the Director. In the event the drivers have concerns with stops and/or stop times the may request a meeting with the Director.
- b. Routes shall be assigned to drivers through a bidding process. Bidding shall be done in seniority order based on employee hire dates, with the most senior driver bidding first.
- c. Routes shall be bid no less than three (3) days prior to the first day of student attendance for each K-12 school year. For bidding purposes, the Drivers shall be divided into three (3) groups by seniority, with the first group having two (2) hours, the second group having one and one-half hours, and the third group to have 1 hour. A minimum of two copies shall be made available to drivers to examine routes available for bid. **For drivers who are present, the bidding process will include the dry run.** The first driver shall have ten (10) minutes to select their route. Each successive bidder shall have ten (10) minutes from the completion of the previous driver’s route selection to make their choice. Any driver not present for their turn to bid shall be placed at the end of the list of bidders, unless they have provided written permission for someone else to select their route.
- d. The Director may alter or modify routes and stopes throughout the year to provide the most effective and efficient possible service to students and schools. If in the sole judgment of the Director, changes in routes and/or vacancies have created a need, the Director shall rebid routes within fifteen (15) days with five (5) days’ notice to the association.
- e. For routes that increase by one hour or more after bidding has been completed, the association shall be notified within two (2) working days of the bid being posted. The process shall be completed within fifteen (15) days with the route being awarded to the most senior driver who bids for the route. **(Note: This was missing from the current CBA)**

- f. Summer school routes shall be bid **on the last student free day** prior to the start of summer school, and will follow the bidding process outlined in Section 8.1 (c) above. **If no student free day exists between the end of the regular school year and the start of summer school, drivers will bid at least three days prior to the start of summer school during their split.**

## 8.2 Cover Driver

The cover driver start and end time will be determined by the route chosen at the time of bid. Route times may be adjusted to accommodate coverage with one working day notice.

Coverage assignments shall be rotated amongst Cover Drivers to ensure fair distribution of work and or assignments.

## 8.3 Additional Hours

- a. All assignments that are not part of daily school bus routes shall be considered additional work, including field trips, athletic transportation, etc. Drivers may be required to work additional assignments in the absence of a driver. Acceptance of additional assignments, for these purposes shall not result in a change in working conditions.
- b. The Director shall make all additional assignments, and may organize additional work while minimizing the cost to most effectively carry out the work. Offers of additional work shall be made in rotating seniority order with the most senior driver in the rotation receiving the first offer if the assignment shall be made based on the driver availability, capacity of bus and driver on duty hours.
- c. Additional assignments during the school week (exclusive of weekends and holidays) shall be made on a rotational basis, starting with the most senior driver provided that the assignment shall be made based on driver availability, capacity of bus and driver on duty hours.
- d. Offers of overtime **and additional assignments** shall be made in the order they are received by the Transportation Department. Each week, Transportation shall maintain and post a log for two (2) weeks, by the first working day of the week. The log of all trip requests, which will include additional assignments and overtime received will include the date of receipt, the date of the scheduled work, the anticipated hours involved in the assignment, and the driver or drivers to whom the offer was made.
- e. Additional assignments during weekends and holidays shall be made on a rotational basis, starting with the most senior driver. All additional



assignments will be provided to the driver by Friday prior to the week preceding the weekend or holiday. If a driver declines or is not available for an assignment that becomes available after Friday, they will not lose their place in the seniority rotation.

- f. The additional assignments list shall be maintained and posted for two weeks and updated as needed with correct assignments.

#### 8.4 Compensable Time

Drivers shall be paid for twenty-five (25) minutes for checkout of a bus with airbrakes and fifteen (15) minutes for checkout of a bus with hydraulic brakes. Drivers shall be paid twenty (20) minutes for clean up of a bus. With prior approval of the Director, additional time may be authorized.

#### 8.5 Special Compensation

Bus Drivers certified by the Director and possession all required qualifications to drive all buses shall receive an additional B rate. The Director may require any driver to recertify their qualifications every two (2) years to maintain the B Rate compensation.

- 8.6 The District will compensate bus drivers for the time spent on renewal of **required licenses and certifications. This includes classroom and behind the wheel training, the California Special Driver Certificate, DL-51 Medical Examiners Report, and Commercial Driver's License. The District will provide** a commercial vehicle for the purpose of behind the wheel **training and testing. The District will provide the required CPR/First Aide training for all school bus drivers and will recertify their qualifications every two (2) years or as appropriate.**

## Article IX

### Decrease of Assignment

- 9.1 Any decrease of assignment or layoff due to lack of work or lack of funds shall be made known in writing to the affected employees and the association sixty (60) days prior to effective decrease or layoff.
- 9.2 A reemployment list in the classification in which a decrease of assignment or a layoff has been affected shall be submitted to the association within forty-five (45) days of any decrease of assignment or layoff due to lack of work or lack of funds. This reemployment list is to include hire date in the classification and the effective date of layoff or decrease of assignment. Time limits may be extended by mutual consent.
- 9.3 Whenever a classified employee is laid off, the order of layoff within the class shall be determined by length of service. The employee, who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff.

Length of service shall be based on the date of hire in the classification. (This section shall become operational upon Board approval and does not supersede previous contract language used to effect layoff, nor does this affect the current re-employment list.)

Nothing contained in this section shall preclude the granting of length of service credit for time spent on military leave of absence, or unpaid illness leave, unpaid industrial accident leave, or FMLA leave.

The date of hire shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status in the classified service of the district except service in restricted positions.

- 9.4 Persons laid off because of lack of work or lack of funds are eligible to reemployment for a period of 39 months and shall be reemployed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional examinations within the district during the period of 39 months.

Employees who take voluntary demotions, or voluntary reductions in assigned time, in lieu of layoff, or to remain in their present positions, rather than be reclassified or reassigned, shall be granted the same rights as persons laid off, and shall retain eligibility to be considered for reemployment, for an additional period of up to 24 months; provided that the same tests of fitness under which they qualified for appointment to the class shall still apply.

Employees who take voluntary demotions or voluntary reductions in assigned time, in lieu of layoff, shall be at the option of the employee. They are returned to a position in

their former class or to positions with increased assigned time, as vacancies become available, and without limitation of time. However, if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority.

## Article X

### Employee Travel

- 10.1 The Board will compensate those employees whose contractual obligations require travel between schools or who have been directed in writing (form #1020) by their immediate supervisor to use their automobile for school business. Mileage for use of the employee's personal automobile will be at the IRS Mileage Reimbursement Rate currently in effect.
- 10.2 Mileage is to be computed daily by the employee and presented to the Business office by the end of each month on the employee travel form (#1020). Mileage is to be computed beginning at the first site of the employee's daily assignment and terminated at the site at which the employee ends his assigned workday.
- 10.3 All mileage claims are subject to review before being processed. Claim forms not submitted in a timely manner may not be paid and paperwork will be sent back to claimant. Distances will be calculated using Mapquest.com. Distances traveled within the district will be calculated using the district mileage chart. When traveling outside of the district mileage chart a Mapquest.com form will be needed. Whiteout is prohibited on mileage forms, any forms that have whiteout will be returned.

## Article XI

### Health and Welfare Insurance Benefits

- 11.1 Health, vision dental, and life insurance coverage is available through the district. The district shall make all contributions as approved each year, on behalf of an employee whose assignment is thirty-five (35) hours or more per week on a regular continuous basis or twenty (20) or more hours per week if employed prior to July 1, 1983, and enrolled in the health/welfare insurance program shall be \$11,900.00 per calendar year.

For those employees hired subsequent to July 1, 1983, whose assignment is twenty (20) or more hours per week through less than thirty-five (35) hours per week, the district will pay 50% toward a health insurance program and full cost of the \$20,000 life insurance program up to a maximum of \$5,950.00 per calendar year.

The employee may enroll for coverage during his/her first month of employment or during the first month, he/she qualifies for coverage. Open enrollment shall be during the last month of the school year.

When possible, the district shall notify all employees two (2) weeks prior to the open enrollment period, of all plan changes in the health, dental and welfare insurance coverage offered by the district.

- 11.2 Eligible bargaining unit members (full time and part time) who wish to participate in Internal Revenue Code Section 125 for health benefits may do so effective December 1993.

The district will process voluntary payroll deductions for eligible employees enrolled in CSEA health plans provided there is no cost to the district beyond normal internal district processing.

- 11.3 Employees on a non-paid leave of absence of more than one pay period may continue to participate in the district health and dental programs, subject to the carrier's rules and regulations, by remitting in advance the total remaining cost of such benefit programs for the period of the unpaid leave.
- 11.4 Employees who retire under the provisions of the Public Employees Retirement System who are under the age of sixty-five (65) may participate in one of the following options:

11.4.1 Employees who have rendered at least ten (10) years of service to the district may continue to participate in the district's health, dental, or vision insurance programs until age sixty-five (65), unless they participate in option 11.4.3 below, by remitting in advance two payments for the total annual cost of such benefit program.

Retirees shall not be required to provide any services to the district.

11.4.2 Employees who have served in the district for sixteen (16) years at the 30-40 hour per week level shall have 50% of the established health insurance premium for retiree and dependents paid by the district up to a maximum of \$5,950 per calendar year paid by the district until age sixty-five (65).

Employees who have served for sixteen (16) years at the 20-29 hour per week level shall have 25% of the established health insurance premium for retiree and dependents paid by the district up to a maximum of \$2,975 per calendar year until age sixty-five (65).

Retirees may purchase vision and/or dental insurance at the district rate during the time they are participating in this option.

Retirees shall not be required to provide any services to the district.

11.4.3 Employees hired prior to January 1, 2003, who have had benefits for five years, prior to retirement at age fifty-five (55) or later, and who have served in the district for at least ten (10) years, shall have medical benefits paid by the district at the same level as current benefit eligible employees are receiving, for a period of up to five (5) years or to age sixty-five (65), whichever comes first. Employees hired on or after January 1, 2003, will be required to have served in the district for at least fifteen (15) years to have this benefit.

Classified bargaining unit members who have served in the district for 25 years or more received full benefits for five years prior to retirement; and reached the age of 55 and find it necessary to retire on PERS disability, shall have 100% of medical insurance covered for the retiree until age 65 or for five years, whichever comes first.

Retirees may purchase vision and/or dental insurance at the district rate if they have those benefits at the time of retirement during the time they are participating in this option.

Retirees shall not be required to provide any services to the district.

11.5 The district will provide the State Disability Insurance program with the employee paying the premium cost.

11.6 The joint health and welfare benefits committee that was formed in 1990 will continue to meet.

The president of the California School Employees Association, Chapter 115, will appoint members to serve on the District Insurance Committee. The number of CSEA representatives on the committee will be in equal proportion to the percentage of the association's benefit eligible members. The District Insurance Committee shall:

- Review utilization data.

- Monitor the benefits plans and their cost.
- Be responsible for the communication and dissemination of health benefit information to district benefit-eligible employees
- Recommend to the Board of Education the health, dental and vision plans for all benefit-eligible employees.
- Rotate the Classified represented seat annually for the Insurance Advisory Committee (IAC) between CSEA and any other represented classified bargaining unit. One will sit as a member and the other as alternate.

11.7 Health benefits for survivors of a bargaining unit member who had been with the district for a minimum of five years, and who had health benefits, shall be provided by the district at the rate of one month for each three years of service, limited to a maximum of six (6) months.

## Article XII

### Professional Growth

The purpose of professional growth is to provide educational and training opportunities for unit members, outside their established work day, to acquire and to refine job skills and abilities that will result in employees providing the highest quality of service to the district within their current job classification and to enhance unit members' promotional opportunities within the classified service. The program will reward unit members with additional compensation for continued growth and development in their positions.

#### 12.1 Eligibility

All permanent CSEA unit members shall be eligible to participate in the program after completion of two (2) continuous years of service in a permanent position.

#### 12.2 Approval to Participate

12.2.1 It is each CSEA unit member's responsibility to request and file a college course/workshop/seminar/conference approval form for professional growth credit and submit all documents required for verification of course credit. Documentation must include a detailed course description and/or syllabus describing the college course/workshop/seminar/conference content.

12.2.2 Professional growth college course/workshop/seminar/conference approval forms are obtained from, and must be returned to, the Human Resources Department. Written approval must be received prior to beginning any professional growth opportunity. Unit members must complete and submit their approval forms a minimum of one month prior to the beginning of the course of study.

12.2.3 College course/workshop/seminar/conference approval is granted by the Assistant Superintendent, Human Resources or designee. If a unit member elects to participate in the program without receiving prior written approval, he/she assumes the risk of not receiving professional growth point credit.

#### 12.3 Professional Growth Credit

12.3.1 One (1) point per semester unit will be granted for approved, accredited college, university, adult, and/or trade classes. College and/or university coursework may be taken as on-line classes.

12.3.2 Quarter unit courses will be converted to semester units at the rate of one (1) quarter unit equaling two-thirds (2/3) of a semester unit.



12.3.3 When semester or quarter units are not specified:

- Fifteen (15) hours of in class time = one (1) point
- Seven and one-half (7 1/2) hours of in class time = one-half (1/2) point
- Five (5) hours of in class time = one-third (1/3) point

The above includes job-related workshops and organized, professional seminars and conferences that unit members attend during their non-working hours.

This does not include mandatory or required training for licenses and/or certifications required for a unit member's position.

A district subsidy (e.g., payment of district funds for registration and/or attendance) negates eligibility for credit.

12.3.4 Credit toward professional growth shall be given only once for each college course/workshop/seminar/conference title, unless the repeated course is an upgraded version of the prior course and requires the learning of a new set of skills.

12.3.5 Each college course/workshop/seminar/conference submitted for professional growth credit, must include some demonstration of final course mastery. Such demonstration shall include at least one of the following:

- Final examination
- Final project or paper
- Student portfolio assessment
- Final course grade/transcript (a grade of C/Pass or better must be earned in order to have the course considered for Professional Growth credit)
- District-provided Certificate of Completion signed by instructor/presenter
- Other means of assessment developed by the unit member and instructor and approved by the Assistant Superintendent, Human Resources or designee

12.4 Awarding of Salary Stipend

12.4.1 One (1) professional growth stipend of \$100 annually will be awarded after the unit member has accrued ten (10) approved and verified points. Any points earned beyond the necessary ten (10) points in one fiscal year may be carried into the next increment period.

12.4.2 Of the ten (10) points needed to receive one (1) professional growth stipend, all then (10) points must come from training related directly and specifically to skills required in positions offered within the district.

- 12.4.3 Up to three (3) points will be grandfathered in for college courses/workshops/seminars/conferences or four (4) points for one four (4)-unit college course taken between July 1, 2008, and June 30, 2009, provided that the college courses/workshops/seminars/conferences meet both the pre-approval and post demonstration requirements established above.
- 12.4.4 A unit member may earn up to a total of five (5) professional growth stipends; however, no more than one (1) stipend may be earned during any one (1) full year of service.
- 12.4.5 The professional growth stipend shall be included in the unit member's regular monthly salary. The effective date will be the month following verification of the course credit by the Assistant Superintendent, Human Resources or designee, if the unit member submits verification of completion by the 15<sup>th</sup> of the previous month.

## 12.5 Professional Development

- 12.5.1 Each CSEA member will be provided with one professional development day opportunity to be scheduled during Spring Break. Professional development opportunities will be offered equal to no less than the regular work hours for each employee. Employees that participate will be compensated for all hours in attendance.
- 12.5.2 The District will survey CSEA unit members to assist in developing the professional development training topics.
- 12.5.3 Unit members will register for the professional development trainings at least thirty (30) calendar days prior to the schedule training.
- 12.5.4 If there are no open spaces in any of the classes offered during Spring Break, the District will make available another professional development date for those employees that registered, but were unable to attend. If necessary, the District shall schedule the additional date prior to the end of the fiscal year.
- 12.5.5 Training is optional. Employees that choose not to attend, regardless of the reason, shall not be compensated or eligible for training on the additional date described in item 12.5.4 above.
- 12.5.6 The district agrees to an additional professional development day to be organized by each department head between three (3) days prior to the start of school and June 30<sup>th</sup>, for then (10) and eleven (11) month employees for no less than 3 hours outside of their regular work shift. Twelve (12) month employee's professional development will be scheduled on workdays at the discretion of the department head

Article XIII

Salary Compensation

13.1 Unit member will be paid according to the salary schedules attached as Appendix A. Upon initial employment, all new employees shall start at the first step of the rate range for their classification unless they have prior experience. Credit may be given at the discretion of the district for qualified experience based on one (1) year credit on the salary schedule for each one (1) year of qualified experience. Initial placement shall be determined by the district.

13.2 **A six percent (6%) increase for 2019-2020 effective July 1, 2019. Three percent (3%) increase on schedule effective July 1, 2020 for the 2020-2021 school year. Three percent (3%) increase on schedule effective July 1, 2021 for the 2021-2022 school year.**

13.3 The district shall continue to pay all service recognition stipends granted to all eligible employees based on their current hourly assignment under the following provisions:

13.3.1 After ten (10) years of employment in the following category, the following annual service recognition stipend shall be added to the regular salary. Stipend will be paid in a separate check at the end of the year. (Implemented in 1987-88)

35-40	hours per week	\$ 335
20-34.99	hours per week	\$ 223
10-19.99	hours per week	\$ 112

13.3.2 After fifteen (15) years of employment in the following category, the following annual service recognition stipend shall be added to the regular salary. Stipend will be paid in a separate check at the end of the year. (Implemented in 1987-88)

35-40	hours per week	\$ 669
20-34.99	hours per week	\$ 335
10-19.99	hours per week	\$ 223

13.3.3 After twenty (20) years of employment in the following category, the following annual service recognition stipend shall be added to the regular salary. Stipend will be paid in a separate check at the end of the year. (Implemented in 1987-88)

35-40	hours per week	\$1,003
20-34.99	hours per week	\$ 669
10-19.99	hours per week	\$ 335

13.3.4 After twenty-five (25) years of employment in the following category, the following annual service recognition stipend shall be added to the regular salary. Stipend will be paid in a separate check at the end of the year. (Implemented in 1987-88)

35-40	hours per week	\$1,337
20-34.99	hours per week	\$1,003
10-19.99	hours per week	\$ 446

13.3.5 After thirty (30) years of employment in the following category, the following annual service recognition stipend shall be added to the regular salary. Stipend will be paid in a separate check at the end of the year. (Implemented in 2006-07)

35-40	hours per week	\$1,671
20-34.99	hours per week	\$1,337
10-19.99	hours per week	\$ 557

13.3.6 A complete year of service will be accepted when an employee serves for at least seventy-five percent (75%) of the number of days of the employee’s regular work year.

13.3.7 Only time served in paid status in the district shall apply toward years of service. Service in other school districts shall not apply unless those districts were component districts to the unification that became the Hacienda La Puente Unified School District.

13.4 Any deduction from a pay warrant due a unit member as a result of overpayment, due to district error shall be handled in accordance with the following procedure:

- The district shall hold a conference during which the method and terms of repayment shall be discussed with the unit member.

13.5 Effective July 1, 2014, a Bilingual/Bi-literate stipend of \$650.00 per year shall be provided to designated bargaining unit members, who are certified Bilingual/Bi-literate by the Personnel Commission and provide second language services to school sites. Annually, site administration shall designate the employee(s) to receive the compensation. Classifications identified as “Bilingual” are not eligible for this stipend. The following stipends shall be allotted:

- Elementary & Middle Schools=1 stipend per school
- High Schools=2 stipends per school
- Adult Education=2 stipends total
- Child Development/Early Childhood Programs=2 stipends total
- Up to five (5) additional stipends as needed District-wide

Response to Distasteful Jobs & Bilingual / Bi-literate Skills:

HLPUSD and CSEA agree to examine alternative compensation and assignment models for individuals with bilingual / bi-literate skills as well as those performing distasteful duties and summer school assignments.

## Article XIV

### Leaves

#### 14.1 LEAVES

14.1.1 While on a paid or unpaid leave of absence, classified bargaining unit members shall not perform other gainful employment with another employer (except ordered military service or approved vacation leave).

#### 14.2 VACATION

14.2.1 Classified employees of the bargaining unit will earn vacation on the following basis:

14.2.1.1 For one (1) year through the completion of five (5) years, one (1) day of vacation will be earned per month worked.

14.2.1.2 For six (6) years through the completion of the tenth (10) year, one and one-quarter (1-1/4) days of vacation will be earned per month worked.

14.2.1.3 For Eleven (11) years through the completion of the fifteenth (15) year, one and one-half (1-1/2) days of vacation will be earned per month.

14.2.1.4 For sixteen (16) years through the completion of the twentieth (20) year, one and three-fourths (1-3/4) days of vacation will be earned per month worked.

14.2.1.5 For twenty-one (21) years and over, two (2) days of vacation will be earned per month worked.

14.2.2 Every regular classified employee, permanent and probationary, shall earn vacation at the prescribed rate as part of his compensation. Regular employees who are on leave to serve in a limited-term assignment, or who serve in limited-term assignments during periods when they are not regularly assigned, shall earn vacation during such limited-term assignments. Vacation shall also be earned during any paid leave of absence.

14.2.3 By the end of each fiscal year, employees shall not have an earned vacation balance that exceeds more than can be earned in a fiscal year unless the employee has the written approval of the superintendent or his/her designee. The employee will submit a vacation plan at

the time of approval, with the goal of reducing the days down to an amount not to exceed that which an employee earns annually.

- 14.2.4 Employees may submit vacation requests at any time with approval subject to the needs of the district. Requests shall be submitted on a Classified Vacation request form (#1820), which shall provide for signed approval by the supervisor(s). Leave requests, which are denied, shall cite a reason for denial in writing. Responses to leave requests shall be rendered no later than five (5) workdays after receipt by the supervisor. Vacation schedules shall be prepared by the administration. If there is a scheduling conflict as to when vacation leave may be taken, the employee may meet and confer with the site administrator. When a classified vacation request is denied and all other considerations, including the nature and urgency of the request are equal, vacation shall be distributed as equally as possible, among qualified bargaining unit employees within a classification at the work site on a rotating basis starting with the most senior employee.
- 14.2.5 For employees not permitted to take their full annual vacation, the amount not taken shall accumulate for use in the next year under the provision of 13.2.3 or be paid in cash at the option of the district.
- 14.2.6 The rate at which vacation is paid shall be the employee's current rate. An employee, whose vacation is earned and begun under a given status, shall suffer no loss of earned vacation salary because of subsequent changes in conditions of employment.
- 14.2.7 Upon separation from the service, employees shall be paid for their accumulated vacation credit at the rate of pay applicable to their last regular assignment.

### 14.3 PAID SICK LEAVE

- 14.3.1 Definition: Sick leave is granted because of personal illness or injury to an employee who is in paid status immediately prior to commencement of said leave under this article.
- 14.3.2 Length of Leave: Leave shall be granted at the rate of one (1) day for each month of paid services on an unlimited accumulated basis for a regular classified employee (probationary and permanent). An employee's accumulated sick leave shall be adjusted if a change of assignment alters the amount of sick leave earnable.
- 14.3.3 Sick leave may be taken at any time except that employees in a probationary status may use only six days of paid sick leave during their initial probationary period.

14.3.4 Pay for any day of sick leave shall be the same pay the employee would have received if he had worked that day.

14.3.5 Compensation: The employee shall receive full salary for that period of absence covered by current and accumulated sick leave benefits. Employees shall receive difference pay as entitled by statute.

Part-time employees shall earn sick leave time and be paid benefits in proportion to service rendered.

The employee employed late or resigning early shall have sick leave prorated in proportion to service period rendered.

14.3.6 Effect on Benefits: Time spent on paid sick leave shall count towards salary advancement. Time spent on sick leave with or without pay for a probationary employee shall not count as service toward permanency.

14.3.7 Dates of Absence: In order to receive compensation while absent on sick leave, the employee must notify his supervisor of his absence as soon as possible, but no later than one hour prior to the start of the workday unless conditions make notification impossible. The classified bargaining unit member shall call in daily unless a doctor's note has specified the inclusive dates of illness or injury.

14.3.8 Date of return to work: In the event the employee provides notification as required in 14.3.7, and no date of return has been specified, the employee will be expected to return the next workday unless additional notification is provided.

In the event an employee is out for an extended period due to illness or injury, he/she shall contact the employer at least one (1) day prior to his/her scheduled return to work, to confirm the date of return, or to provide notification of an extension of the leave, as per doctor's note.

14.3.9 Special Conditions: Under the provisions of this article, the illness, injury, or incapacity must be of such character as to require absence from duty during the period of sick leave claim. The Board reserves the right to demand proof of illness or injury from any employee to whom sick leave benefits have been extended. Following any period of absence due to illness, a doctor's statement may be required (and in all cases after an absence of five (5) working days). A verification of the extent of illness through a physical examination of the employee by a district appointed physician may be required.

- 14.3.10 An employee who has been placed on paid or unpaid sick leave, may return to duty at any time during the leave, provided that he is able to resume the assigned duties and if the leave has been for more than twenty (20) working days, provided that he has notified the district of his return at least three (3) working days in advance.
- 14.3.11 After exhaustion of paid sick leave, an employee who is ill or injured shall use all accumulated vacation, compensatory time, and difference pay prior to being placed on an unpaid leave of absence.
- 14.3.12 If at the conclusion of all sick leave and additional leave, paid or unpaid, granted under this article, the employee is still unable to assume the duties of his position. He/she will be placed on a reemployment list for a period of thirty-nine (39) months in the same manner as if he/she were laid off for lack of work or lack of funds.

14.4 TEMPORARY DISABILITY DUE TO PREGNANCY

- 14.4.1 Definition: Temporary disability leave is granted to an employee who is in paid status immediately prior to commencement of said leave under this article. Temporary disability leave caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as sick leave. Such leave shall not be used for childcare, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above.
- 14.4.2 Length of Leave: Leave may be granted at the rate of one (1) day for each month of paid service on an unlimited accumulated basis. The employee who has used all of her current, cumulative, and sick leave with partial pay, and is still unable to return to service shall be placed on illness leave without pay.
- 14.4.3 Compensation: The employee shall receive full salary for that period of absence covered by current and accumulated sick leave benefits. An employee shall receive difference pay as entitled by stature. Part time employees shall earn sick leave and be paid benefits in proportion to service rendered.
- 14.4.4 Effect on Benefits: Time spent on temporary disability leave shall count towards salary advancement.
- 14.4.5 Request Procedure: An employee making a temporary disability request due to pregnancy shall submit to the school or department head a physician's statement on an approved district form, indicating commencement of disability and confinement date within thirty 30 days



prior to such date. The request will be forwarded to the Human Resources office for review and recommended action.

14.4.6 Return to District Service: An employee returning from temporary disability leave shall file a written request for reinstatement from leave accompanied by physician's written release on an approved district form indicating ability to return to full-time service. These forms shall be filed at least ten (10) days prior to beginning service.

14.4.7 If at the conclusion of all temporary disability leave and additional leave, paid or unpaid, granted under this article, the employee is still unable to assume the duties of her position, she will be placed on a reemployment list for a period of thirty-nine (39) months in the same manner as if she were laid off, for lack of work or lack of funds.

#### 14.5 INDUSTRIAL ACCIDENT AND INDUSTRIAL ILLNESS LEAVE

14.5.1 Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of the Education Code and this article.

14.5.2 An employee in the classified service who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness under provisions of the worker's compensation fund shall be granted paid industrial accident leave for each such accident or illness while receiving temporary disability benefits from worker's compensation fund provided that:

14.5.2.1 He/she has permanent status.

14.5.2.2 The superintendent or his/her designated representative has determined that the illness or injury was directly related to the performance of his/her duties or, if contested by the district, it is ultimately determined to be work connected.

14.5.3 Paid industrial accident leave shall be granted as indicated in the employee's assignment from the first day of absence to and including the last day of absence resulting from each separate industrial illness or industrial accident. A paid industrial accident leave granted under paragraph 13.5.2.1 shall be for not more than 70 working days.

14.5.4 Paid industrial accident leave shall be reduced by one (1) day for each day of authorized absence regardless of the temporary disability allowance made under worker's compensation fund. Days absent while on paid industrial accident leave shall not be deducted from the number of days of paid illness leave to which an employee may be entitled.

- 14.5.6 If the employee is still unable to return to duty after exhausting paid industrial accident leave, the employee shall be placed on paid sick leave if he is eligible therefore. Accumulated sick leave will be reduced only in the amount necessary to provide a full day's wages or salary, as indicated in the employee's assignment, when added to compensation without penalties from the Worker's Compensation Fund.
- 14.5.7 Upon return to service from any paid or unpaid leave resulting from an industrial accident or industrial illness, an employee shall be assigned to a position in his/her former class ahead of any employee with a lesser amount of seniority. If no vacancy exists in with less seniority. If an employee's former class has ceased to exist, the employee may be reassigned or placed on a suitable reemployment list.
- 14.5.8 An employee returning from such paid or unpaid leave of absence shall not have any loss or gain in status or benefits other than that, which is specifically provided in applicable provisions of the Education Code and this article. An employee shall continue to receive seniority credit for all purposes while on such a paid or unpaid leave of absence.
- 14.5.9 When all paid or unpaid leaves of absence have been exhausted following an industrial accident or industrial illness, the employee's name shall be placed on the reemployment list for the class from which he/she was on leave, for a period not to exceed thirty-nine (39) months.
- 14.5.10 An employee who fails to accept an appropriate assignment after being medically approved shall be removed from the reemployment list. Appropriate assignment is defined as an assignment to the employee's former class, in his former status and time basis, and in assignment areas in which the employee has made himself available.
- 14.5.11 While an employee is on any paid leave resulting from an industrial accident or industrial illness, the employee's salary paid by the district shall not, when added to a under State Worker's Compensation Insurance laws, exceed the employee's regular of hours and days in his basic daily assignment. An employee who is not permanent shall have his regular salary computed based on the average number of hours worked each month in which the employee was in paid status during the preceding year. An employee who received a shift or other salary differential shall lose the advantage of the differential after 10 consecutive days of paid industrial accident leave for any one accident or illness.

#### 14.6 BEREAVEMENT LEAVE

- 14.6.1 Probationary, permanent, and provisional employees in the classified service shall be allowed regular pay for not more than three working days

when absent because of the death of any member of his immediate family. Bereavement leave with pay shall be extended to a maximum of five (5) days when an employee is required to travel a distance (one-way) greater than 300 miles or out of state and travel is necessary in connection with the bereavement.

14.6.2 Member of immediate family means:

Mother (Stepmother)	Son-in-law of employee
Father (Stepfather)	Daughter-in-law of employee
Mother-in-law	Brother-in-law
Father-in-law	Sister-in-law
Husband	Grandchild of employee/spouse
Wife	Grandmother of employee/spouse
Son (Stepson)	Grandfather of employee/spouse
Daughter (Stepdaughter)	Legal Guardian of employee
Brother	Foster Children
Sister	Registered Domestic Partner

14.6.3 The superintendent or his designee shall have the discretion to grant bereavement leave to an employee for persons other than those of his immediate family when unusual circumstances exist.

14.7 JURY DUTY AND WITNESS LEAVE

14.7.1 Leave of absence for jury service shall be granted to any classified employee who has been officially summoned to jury duty in local, state, or federal court. Leave shall be granted for the period of the jury service. The employee shall receive full pay while on leave, provided that the jury service fee for such leave is assigned to, and the subpoena or court certification is filed with the district. Request for jury service leave should be made by presenting the official court summons to jury service to the Human Resources office.

14.7.2 Leave of absence to serve as a witness in a court case shall be granted an employee when he has been served a subpoena to appear as a witness, not as the litigant in the case. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The employee shall receive full pay during the leave period, if the witness fee for such leave is assigned to and the subpoena or court certification is filed with the school district. Request for leave of absence to serve as a witness should be made by presenting the official court summons to the human resources office.

14.7.3 The jury service fee and witness fee referred to in 13.7.1 and 13.7.2, respectively, do not include reimbursement for transportation expenses.

14.7.4 An employee who has received leave of absence under this article shall make himself available for work on days when his presence is not required in court.

14.7.5 Any day during which any employee in the bargaining unit whose regular assigned shift commences at 4 p.m. or after, and who is required to serve all or any part of the day on jury duty shall be relieved from work with pay.

14.8 ABSENCE FOR EXAMINATION AND/OR INTERVIEW

14.8.1 Every employee in the classified service shall be permitted to be absent from his/her duties during working hours in order to take any examination for promotion in the district without deduction of pay or other penalty, provided that he/she gives two (2) days' notice to his/her immediate supervisor. The same provisions shall apply true for an employee who is to be interviewed for a transfer, promotion or other interview to be held in connection with their employment.

14.9 LEAVE OF ABSENCE WITHOUT PAY

14.9.1 Types of Leave:

- |              |             |              |
|--------------|-------------|--------------|
| 1. Illness   | 3. Military | 5. Childcare |
| 2. Maternity | 4. Personal |              |

A leave of absence without pay may be granted to a classified employee, upon the written request of the employee and the approval of the superintendent or his designee subject to the following provisions:

14.9.2 Application for Leave of Absence

14.9.2.1 Illness Leave: Upon presentation of a doctor's certificate, an employee may request a leave of absence for health reasons. If the leave is granted, it will be no longer in duration time than six (6) calendar months. If, at the expiration of the six (6) calendar months. If, at the expiration of the six calendar months, the employee is still unable to return to the full, unrestricted duties of his position, he may be granted an additional six months leave. If at the end of this period of time, the employee is still not able to return to his/her position, without limitations or restrictions, he will be asked to return to his position, without limitations or restrictions, he will be asked to resign in order that he may be protected for the 39 month

rehire provision. If he should refuse to resign, he will be terminated and lose his right to be rehired.

- 14.9.2.2 Maternity Leave: A leave of absence for maternity shall be for a period of not more than nine (9) months. As soon as pregnancy is known, the employee is required to place a doctor's certificate on file with the Human Resources office certifying the fact that the employee is in good health and able to continue work. Prior to returning from such leave, the employee must file doctor's certificate with the Human Resources office verifying the employee's good health and ability to resume the duties of the position.
- 14.9.2.3 Military Leave: A leave of absence for military service shall be granted as proved in the Military and Veteran's Code and Education Code.
- 14.9.2.4 Personal Leave: An employee may request a leave of absence for personal reasons not to exceed thirty (30) calendar days. When extenuating circumstances prevail, the superintendent or his designee may grant additional days to the personal leave.
- 14.9.2.5 Childcare Leave
  - 14.9.2.5.1 Definition: A childcare leave may be granted to enable an employee to be absent from duty because of the need to provide care for their child.
  - 14.9.2.5.2 Length of Leave: A childcare leave shall be for a maximum period of one calendar year.
  - 14.9.2.5.3 Effect on Benefits: Time spent on childcare leave shall not count as service in determining eligibility for other types of leave, salary adjustment, or retirement.
  - 14.9.2.5.4 Request Procedures: Employee shall file a written Request for Leave of Absence with the school principal or division/department head using a district supplied form. The request form will be forwarded to the Human Resources office for review, recommended action, and presentation to the Superintendent and Board of Education.

- 14.9.2.5.5 Return to District Service: When anticipating return from a one-year leave, the employee must file a written request for reinstatement with the human resources office sixty (60) days prior to requested return.
- 14.9.3 Return from Illness, Maternity, Military, Personal or Childcare Leave.
  - 14.9.3.1 An employee must give notification of at least ten (10) calendar days prior to the expiration of the leave that he is returning to active service. At the discretion of the Superintendent or his designee, this time may be reduced.
  - 14.9.3.2 An employee may be assigned to the same position or a vacant position in the same class. Return to the same position requires prior approval before the leave of absence is granted, and only then if the leave of absence is for less than six (6) calendar months or less than one year for a maternity leave. An employee returning from the military service will be placed in his prior position as provided by law.
  - 14.9.3.3 An employee returning from a leave of absence who has not met the provisions of 13.9.3.2 of this section will be assigned to a vacant position in the class in which he holds status. If no vacant position is available, he/she may return to a vacant position in a class at a lower salary level provided that he/she is qualified. However, he/she will be eligible for thirty-nine (39) months to be considered for any vacant position in his former class.
  - 14.9.3.4 If the position or classification has been abolished during the employee's absence he/she shall be laid off for lack of work or lack of funds and placed on the reemployment list for the class, effective the date of termination of leave. He/she may be returned to a vacant position in a class at the same or lower salary level provided he/she is qualified.
- 14.9.4 Liability of District
 

The school district shall be free of any liability for payment of any compensation or damages now or hereafter provided by law for the death or injury of any employee of the district when the death or injury occurs while the employee is on a leave of absence without pay.
- 14.9.5 Employment While on Leave

An employee while on a leave of absence shall not accept other gainful employment with another employer (except ordered military service) unless previously approved by the Human Resources office.

- 14.9.6 The Board of Education may, for good cause, cancel any leave of absence by giving the absent employee due notification.
- 14.9.7 An employee may make a written request to the Board of Education to return to work prior to the expiration date of the leave. The Board of Education may approve or reject the request.
- 14.9.8 Failure to report for duty within three (3) working days, after a leave has been canceled or expires, shall be considered abandonment of position and the employee may be terminated by the Board of Education.

14.10 LEAVE TO SERVE IN AN EXEMPT, TEMPORARY, OR LIMITED TERM POSITION

- 14.10.1 Any permanent classified employee who accepts an assignment within the district to an exempt, provisional, or limit-term position, shall, during such assignment, be considered for status purposes as serving in his/her regular position, and such assignment shall not be considered separation from service.
- 14.10.2 The employee may, with the approval of the district, voluntarily return to his/her position or a position in the class of his/her permanent status prior to the completion of service in an exempt, provisional, or limited-term position. Failure to complete the required service, unless approved as specified herein, will constitute abandonment of position and may be grounds for disciplinary action by the Board of Education.

14.11 LEAVE OF ABSENCE FOR STUDY

- 14.11.1 Every regular classified employee who has completed seven (7) consecutive years of service in regular status with the district shall be eligible to apply for a leave of absence for study purposes. The granting of such leave shall be entirely discretionary with the Board of Education. When a study leave has been authorized and taken, an additional seven (7) years of service, after return to duty from the last leave, must be completed before another study leave may be granted.
- 14.11.2 Study leave can be for any period of time not to exceed one year and may be taken in any time increments as approved by the Board of Education, but must be completed within three (3) years after the initial part of the leave was commenced. If the leave is not continuous, the service

performed between the leave intervals shall be credited toward future study/leave eligibility.

- 14.11.3 Any leave granted and taken under this rule shall not constitute a break in service for any purpose, but the leave time shall not count toward eligibility for future study leave.
- 14.11.4 The employee must file an application with the Board of Education for a leave of absence under this rule and must outline:
  - 14.11.4.1 His/her work history with the district (e.g., positions held and length of service in each).
  - 14.11.4.2 Length of leave requested and time period in which the leave will be completed if granted.
  - 14.11.4.3 The purpose for which the leave is requested. The application must include the complete course of study to be pursued, institutions giving the course, costs involved, degree of credits to be granted, and other pertinent data.
  - 14.11.4.4 Amount of compensation requested while on leave.
  - 14.11.4.5 Service, if any, to be performed by the employee for the district during the leave.
  - 14.11.4.6 The benefits to be derived by the district by the granting of the leave.
  - 14.11.4.7 Willingness by the employee to provide a bond to the district as required by law.
  - 14.11.4.8 Agreement by the employee that he will serve the district for at least two years after termination of the leave.
  - 14.11.4.9 Willingness to provide the district evidence of satisfactory study progress at agreed intervals during the leave. Failure to provide such evidence or to make satisfactory progress may, at the option of the district, result in cancellation of the leave.
  - 14.11.4.10 Agreement by the employee that he/she will report any employment during the leave to the Human Resources office, who shall determine whether conflict exists with the purpose of the leave.



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

14.11.6 Compensation shall be paid as follows:

14.11.6.1 If the employee does not provide a bond as determined by the district, or provide a written statement indicating that he/she will serve at least two (2) years with the district, upon return from leave, the agreed-to compensation shall be paid in two (2) equal annual installments, during the first two (2) years of service to the district, following return to duty after expiration of the leave.

14.11.6.2 If the employee provides the required bond, he/she will be paid monthly in accordance with the agree-upon compensation in the same manner as if he/she were in active service with the district. If the employee fails to complete two (2) years of service from the district following return from leave, except as provided below he/she may be required to refund to the district a prorated portion of any compensation received while on leave.

14.11.6.3 If an employee has provided a bond and fails to complete the required two years of service because of his death, or physical or mental disability, the bond or conditions of the agreement shall be exonerated in the same manner as if the required service had been performed.

#### 14.12 LEAVE OF ABSENCE FOR RETRAINING

In the event that the Board of Education contemplates the abolition of positions in the classified service and creation of new positions because of automation, technological improvements, or for any other reason, it may provide for retraining of displaced employees in accordance with this article.

14.12.1 To be eligible for retraining leave, an employee must:

14.12.1.1 Have served at least three consecutive years in the district.

- 14.12.1.2 Be serving in a position, which the district contemplates abolishing.
  - 14.12.1.3 Show that the retraining will clearly benefit the district.
  - 14.12.1.4 Indicate a willingness to undergo the prescribed training program.
  - 14.12.1.5 Indicate a willingness to serve the district for at least two years after successful completion of the retraining program.
- 14.12.2 The Board of Education shall prescribe the retraining program and may provide the program internally or designate the institution or place where the program is to be given.
- 14.12.3 The employee shall be considered a permanent employee for all purposes during the period of the retraining program and shall receive his normal compensation and benefits. The Board may prescribe duties, if any<sup>6</sup>, to be performed by the employee on behalf of the district during retraining leave.
- 14.12.4 The Board shall provide for reasonable expenses necessary for the prescribed retraining, but may recover costs from the employee if he/she fails to complete the prescribed retraining program.
- 14.12.5 The Board may establish retraining programs for purposes other than outlined in this article and grant leaves of absence for retraining in the same manner as for study leaves of absence, except that the three-year service requirement shall prevail. Such programs must be available to all qualified employees of the district, except that approval for such leave shall be discretionary with the Board.

14.13 PERSONAL NECESSITY LEAVE

- 14.13.1 Definition: A personal necessity leave is granted to enable an employee to absent him/herself from duty because of unavoidable situations. Such leave shall be granted according to Education Code provisions.
- 14.13.2 The employee shall not be required to secure advance permission for leave taken for any of the following reasons:
- 14.13.2.1 Death in the immediate family causing circumstances requiring absence beyond the bereavement allowance. Immediate family is defined to include:
 

Mother (Stepmother)	Son-in-law of employee
---------------------	------------------------

Father (Stepfather)	Daughter-in-law of employee
Mother-in-law	Brother-in-law
Father-in-law	Sister-in-law
Husband	Grandchild of employee/spouse
Wife	Grandmother of employee/spouse
Son (Stepson)	Grandfather of employee/spouse
Daughter (Stepdaughter)	Legal Guardian of employee
Brother	Foster Children
Sister	Registered Domestic Partner

Or any relative living in the immediate household of the employee.

- 14.13.2.2 Illness of an emergency nature in the immediate family. The employee may be asked to submit a physician's statement or other proof of illness, as may be requested by the school principal or division supervisor.
- 14.13.2.3 Accident of an emergency nature involving the employee's person or property or that of the immediate family.
- 14.13.3 The employee may also use personal leave for the following reasons after having received advance permission from the Human Resources office:
  - 14.13.3.1 Court Appearance as a litigant or witness under official order. An authorized court official shall certify attendance dates, other than subpoena date, under such order. Fees received shall be submitted to the payroll office.
  - 14.13.3.2 Paternity Leave for the birth of an employee's child is limited to two (2) days within a thirty (30) day period prior to or following the birth of his child.
  - 14.13.3.3 Emergency Leave for attendance at the funeral of a close relative or friend.
  - 14.13.3.4 Personal Business of an unforeseen and emergency nature and that does not involve payment for the employee's services.
  - 14.13.3.5 Adoptive Parent Leave, which necessitates legal adoption procedures during the normal working day or care for the child, is limited to two (2) days.

14.13.3.6 Personal Leave of two (2) days used by an employee to attend to matters, which require the attention of the employee, and which must be taken care of during the assigned hours of service, provided that not more than five percent (5%) of the staff of any school or department may be granted a leave, under this provision for the same day. It may not involve payment for the employee's services. The days taken off will be at the discretion of the district as to time.

14.13.3.7 Observance of a national recognized religious holiday other than those scheduled on the school calendar.

14.13.4 Requirements: Leave shall be drawn from sick leave benefits.

14.13.5 Length of Leave: Leave may be granted for a maximum of seven (7) days and is non-accumulative. Such days shall be deducted from and may not exceed the number of seven (7) leave days entitled to the employee. Normally, leave must be taken in increments of not less than one day unless substitutes are available to cover for a shorter period.

14.13.6 Effect on Benefits: Time spent on personal necessity leave shall count toward all benefits as though active service were rendered.

14.13.7 Request Procedure: The employee shall make oral request to the school principal or division supervisor and shall file an Absence Affidavit with the Human Resources office.

14.13.8 Return to District Service: Employees shall notify the principal or division supervisor as to expected date of return and file a signed Absence Affidavit with the Human Resources office within five (5) days, if they were unable to submit one prior to the leave for those leaves that do not require advance permission.

14.13.9 Special Conditions: Personal necessity leave shall not be granted during other paid or unpaid leave or vacation. Absence in excess of seven days per year for accumulated sick leave must be taken as personal leave without pay.

#### 14.14 CATASTROPHIC LEAVE

14.14.1 Employees (or employee's immediate family) may request utilization of Catastrophic Leave by completing a Catastrophic Leave Request Form (1811-F) from the Human Resources office. A doctor's statement shall be submitted with the Catastrophic Leave Request Form. The employee shall have exhausted all accrued paid leave. An employee may request

Catastrophic Leave only once during a school year, and shall be limited to no more than twenty (20) duty days per year.

- 14.14.2 Employees may donate a portion of their sick leave to another employee who has run out of sick leave, and who has a medical emergency. These donations may be made on an as needed basis.
- 14.14.3 The district will notify employees of an individual's need by way of inter-office memo to all classified employees.
- 14.14.4 Those employees desiring to donate such sick leave will notify Human Resources in writing by completing a Catastrophic Leave Form (1811-E) as to the number of hours of sick leave they wish to donate.
- 14.14.5 To contribute to Catastrophic Leave, employees must have at least twenty (20) accrued paid sick leave days. Employees may pledge a maximum of five (5) sick leave days of their annual accrual.
- 14.14.6 Upon separation, CSEA employees who are not eligible to receive Public Employees' Retirement System (PERS) service credit may elect to donate, not more than fifty percent (50%) of their unused sick leave days to Catastrophic Leave.

#### 14.15 FAMILY SCHOOL PARTNERSHIP ACT LEAVE

- 14.15.1 A permanent classified employee who is a parent, guardian, or grandparent, with custody of one or more K-12 children, shall be permitted to take up to forty (40) hours each school year, and not more than eight (8) hours in any calendar month, to participate in activities of the school where any of his/her children attend(s), under the following circumstances:
- 14.15.2 The employee may elect to utilize existing vacation, personal leave, compensatory time, or time off without pay for this purpose. Absences shall be taken in units of at least two hours.
- 14.15.3 The employee shall give reasonable advance notice to his/her immediate supervisor of the planned absence.
- 14.15.4 The employee will complete the appropriate form following his/her participation in the event.

#### 14.16 FAMILY CARE AND MEDICAL LEAVE

The district will comply with state and federal laws and regulations regarding medical leave, including but not limited to the Family and Medical Leave Act (FMLA), California

Family rights Act (CFRA), and Parental Leave. FMLA CFRA and Parental Leave shall be coordinated with other leaves available under this agreement as permitted by law. The twelve (12) month period used to track Family and Medical Leave Act/California Family Rights Act entitlement will be based on a “rolling” twelve (12) month period measured backward from the date the employee uses any Family and Medical Leave as described in this section. Leave granted under this section shall run concurrently with all other accrued paid leaves, including vacation.

14.16.1 Request Procedure: An employee shall request Family and Medical Leave in writing on the district application for Family and Medical Leave. The district application is available in the Human Resources office. Request for Family and Medical Leave must be submitted at least thirty (30) days before the commencement date of the leave. If the leave becomes necessary less than thirty (30) days before its commencement, the employee shall provide such notice as soon as practicable. In every case in which the necessity for the leave is foreseeable based on planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of district operations.

14.16.2 Return to District Service: Employees who take FMLA and/or CFRA for their own serious health condition shall present certification from their health care provider to the effect that they are able to resume work.

Employees returning from FMLA and/or CFRA will be reinstated in the same or a comparable position. The district may refuse to reinstate an employee returning from leave to the same or comparable position under the following circumstances:

14.16.2.1 The employee is hired for specific project or term and the project or term is over.

14.16.2.2 The employee’s position is eliminated while the employee is on leave and the employer would have laid off the employee if he or she was still working.

14.16.2.3 The employee cannot perform the essential functions of his/her position because of a physical or mental condition.

#### 14.17 PARENTAL LEAVE

**The district will comply with state and federal laws and regulations regarding parental leave. Notwithstanding any other law, during each school year, a classified employee may use his or her sick leave for purposes of parental leave for a period of up to 12 workweeks. The 12-workweek period of parental leave shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of**

**parental leave. An employee shall not be provided more than one 12-workweek period for parental leave during any 12-month period. Parental leave taken pursuant to this section shall run concurrently with parental leave taken pursuant to Section 12945.2 of the Government Code. The aggregate amount of parental leave taken pursuant to this section and Section 12945.2 of the Government Code shall not exceed 12 workweeks in a 12-month period.**

## Article XV

### Holidays

- 15.1 The district agrees to holiday benefits to all bargaining unit employees as described below:
- Independence Day
  - Labor Day
  - Veteran's Day
  - Thanksgiving Holidays (2 days)-Friday after Thanksgiving is in lieu of Admissions Day.
  - Christmas Holidays (2 days)
  - New Year's Holidays (2 days)
  - Martin Luther King, Jr's Birthday
  - Lincoln's Birthday
  - President's Day
  - Spring Break; the Spring holiday will be on the Friday of Spring Break Week.
  - Memorial Day
- 15.2 All regular classified employees will be entitled to payment for authorized holidays, if they were in a paid status during any portion of their regularly scheduled workday immediately preceding or succeeding the holiday.
- 15.3 In addition, any holiday declared pursuant to Education Code 45203 or any holiday declared as a federal holiday, recognized by the State of California or a State holiday as declared by the governor or legislature shall be granted to regular classified employees.
- 15.4 Any unit member required to work on a day designated as a holiday pursuant to this article shall receive in addition to his/her holiday pay for such hours of work, pay at the rate of one and one-half (1-1/2) times his/her regular base rate. Compensatory time may be taken at the same rate.
- 15.5 The district will provide three additional holidays during the weeks of Winter Break. The district will determine the **days on** which the holidays will be given.



## Article XVI

### Safety

- 16.1 The district shall conform to and comply with all health, safety, and sanitation rules and regulations imposed by state or federal law or regulation adopted under state or federal law. In order to provide for employee safety, the district and employees shall comply with the Education Code, California Occupational Safety and Health Act, and Board of Education Policies 4119.11, "Prohibition Against Sexual Harassment by Employees," 5145.7, "Prohibition Against Sexual Harassment of or by Students," and 1311, "Civility Policy," in an attempt to ensure a place of employment, which is harassment free and as safe as the nature of the employment duties reasonably permits.
- 16.2 It shall be the responsibility of the employee to report, in writing, on form #1115, a potentially unsafe or existent unsafe condition to his/her immediate supervisor. Form #1115 shall be readily available at all sites in the Hacienda La Puente Unified School District, Annually, Form #1115 shall be provided in the Annual Employee Reminders. In addition, the process shall be reviewed annually with all administrators.
- 16.3 No employee shall not, in any way, be discriminated against because of reporting any condition believed to be a violation of this article. The employee shall first complete the report as outlined in 16.2.
- 16.4 The association/district safety committee shall meet quarterly to review health, safety, sanitation, and working conditions to insure compliance with this article.
- 16.5 The district and the association agree to establish a committee to work on expanding the safety rules and regulations for all HLPUSD worksites.
- 16.6 Safety Sensitive Classifications

The provisions of this article apply to employees whose duties include the driving of a commercial motor vehicle. Bargaining unit classifications with such duties include:

Bus Driver  
Mechanic III  
Dispatcher

Employees hired or promoted into the following classifications that drive a district vehicle will be subject to the provisions of this article:

Athletic P.E. Technician (Female)  
Athletic P.E. Technician (Male)  
Food Service Delivery Driver  
Technology Service Technician

Grounds Worker I  
Grounds Worker II  
Grounds Worker, Lead  
HVAC Technician  
Maintenance Carpenter  
Maintenance Glazier  
Maintenance Locksmith  
Maintenance Painter  
Maintenance Plumber  
Maintenance Worker  
Mechanic I  
Mechanic II  
Metal Worker  
Pool Maintenance Worker  
Sprinkler Repairer  
Stock Delivery Worker  
Warehouse Delivery Worker  
Rehabilitation Program Assistant (contingent upon PC revision of  
duties on Class Description)  
Electrician

#### 16.7 Drug Testing Procedures

- a. Employees listed in article 16.6 shall be drug tested randomly, based on reasonable suspicion, or post-accident.
- b. There shall be two separate testing pools for random drug testing purposes. Employees requiring a Commercial Driver's license and employees listed as "Safety Sensitive."
- c. Selection from Article 16.6 classifications for random drug testing shall be made one (1) time per quarter during the HLPUSD fiscal year.
- d. The District shall use a third party agency to randomly select employees and conduct drug testing for said employees.
- e. The Employee (excluding bus drivers, mechanics, and dispatchers) shall have six (6) hours during their work hours to produce a urine sample. The excluded classifications shall have three (3) hours during their work hours to produce a urine sample per Department of Transportation (DOT) standard.
  1. If at the end of the allotted time period, the employee has not produced a proper sample, the employee may:

- a. Request that a medical professional provide a drug test via another method (i.e. blood sample, etc.) and provide an evaluation of a negative drug test to the medical research officer (MRO) within five (5) working days; or
  - b. Inform the medical professional that their failure to produce constitutes a positive test.
- f. Selection of employees, test results, and medical information obtained for drug testing shall be confidential and the district will not provide the information to other district employees besides district administrators, supervisors, and the district-designated representatives.

#### 16.7.1 Disciplinary Action

Voluntary admission: any employee who voluntarily informs the district of a substance abuse addiction shall be afforded rehabilitative resources to aid the employee in recovery to be completed using sick leave, vacation, and/or unpaid leave. Upon verified completion of an approved rehabilitative program, the employee must provide the district with verification of completion culminating with a negative drug/alcohol test. The employee may be subjected to random drug testing during their entire employment with the district. The employee shall not be subject to disciplinary action based on their voluntary admission unless the employee does not complete the entire rehabilitation process outlined in this section.

#### 16.7.2 Positive Test Results

Any Employee subjected to random, reasonable suspicion, or post-accident drug testing methods, and who is determined to have a positive test result, shall be subject to disciplinary action up to and including dismissal.

Positive test results include refusal to test, deliberate interference with the testing process, and failure to produce a sample without a medically verifiable reason. Employees with a medically verifiable reason should provide a doctor's note to the district. Upon verification of a medical reason, the medical professional shall determine an alternate method for drug testing.

### 16.8 Uniforms

#### 16.8.1 Each of the following classifications shall wear uniforms:

Athletic P.E. Technician (Male & Female)  
Technology Service Technician  
Cafeteria Worker I & II

Food Service Delivery Driver  
All Positions in:

- 1) Custodial
- 2) Labor/Craft/Trades
- 3) Security
- 4) Store Keeping/Warehouse
- 5) Transportation

16.8.2 In order to provide a safe working environment and to comply with applicable safety regulation, the district may upgrade, replace or implement safety devices and equipment as needed. The use of new and developing technologies shall be used to support student achievement, increase work place efficiencies, and improve safety.

16.8.3 Employees working in a number of classifications are exposed to working environments that require the employees to wear uniforms. These environments include conditions in which it is important for students, parents, school employees, and public safety officers to be able identify the employees quickly and at a distance. In addition, some environments may expose employees to grease, solvents, paint, or other materials that are likely to stain or damage clothing. The district shall furnish uniforms to these employees, based on their classification, as needed to maintain a safe and secure work environment.

Facilities (M&O) (Excluding clerical staff)	11 Uniforms, 2 Jackets
NCS	6 Polo Shirts/6 Pants/1 Jacket
Cafeteria	5 Aprons
Warehouse	11 Uniforms/1 Jacket
Security	5 Shirts/1 Belt/1 Hat/1 Jacket
Mechanics	11 Uniforms/1 Jacket or Vest
Bus Drivers	8 Uniforms/1 jacket or Sweater

16.8.4 All employees working in the classification of Cafeteria worker I and II, shall wear slip resistant shoes. Each employee shall be issued a voucher in an amount up to \$75.00 for the purchase of those shoes each fiscal year. The voucher may be used at a district-approved vendor for the purchase of any approved boot or shoe. Employees may select boots and shoes costing more than \$75.00 if they choose to pay the additional amount from their own personal funds. For employees working who resign or do not successfully complete probation, the stipend amount will be deducted from the last paycheck.

16.8.5 All employees working in Labor/Crafts/Trades/Store-keeping shall wear steel-toed safety shoes. Each employee shall be issued a voucher in an amount up to \$120.00 for the purchase of shoes each fiscal year. The voucher may be used at a

district-approved vendor for the purchase of any approved boot or shoe. Employees may select boots or shoes costing more than \$120.00 if they choose to pay the additional amount from their own personal funds.

16.8.6 Employees working in the aforementioned classifications shall wear the assigned uniform during all working hours, unless authorized otherwise by the appropriate Director.

16.8.7 In order to provide a safe working environment and to comply with applicable safety regulation, the district may upgrade, replace or implement safety devices and equipment as needed. The use of new and developing technologies shall be used to support student achievement, increase work place efficiencies, and improve safety.

## Article XVII

### Concerted Activities

- 17.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, refusal, or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the district by the association, or by its officers, agents, or members during term of this agreement, including compliance with the request of other labor organizations to engage in such activities. The district agrees that it shall not engage in a lockout of bargaining unit employees.
- 17.2 To this end, the association recognizes the duty and obligation of its representatives to comply with the provisions of this agreement and to make strong continuing effort toward ensuring all employees to comply. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the district by employees who are represented by the association, the association agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 17.3 It is agreed and understood that any employee violating this article may be subject to discipline up to and including termination by the Board.

## Article XVIII

### Effect of Agreement

- 18.1 This agreement shall supersede all policies, directives, or practices of the Board, which are direct conflict with this agreement during the term of this agreement.

## Article XIX

### Conclusiveness of Agreement

- 19.1 During the term of this agreement, both parties expressly waive and relinquish the right to meet and negotiate, except by mutual consent of both parties, with respect to any subject or matter referred to or covered in this agreement, unless the right to negotiate or renegotiate is specifically granted elsewhere in this contract.



## Article XX

### Personnel Commission rules and Regulations

- 20.1 The Board and association agree to abide by the provisions of Education Code Sections 45260 and 45261 for the duration of the agreement.
- 20.2 In the event, within the duration of the agreement, the merit system is terminated in the Hacienda La Puente Unified School District and the Personnel Commission abolished, the Board and association shall agree to meet within thirty (30) days for the purpose of negotiating, which Personnel Commission rules and regulations should be included in this agreement.

## Article XXI

### Performance Evaluations

Performance evaluations are designed and intended to provide an objective determination of employee skills, ability, performance and work behavior. The employee's overall performance should be considered and evaluated in conjunction with the requirements of their job description and duties.

#### 21.1 WHEN EVALUATIONS ARE TO BE MADE

All regular classified employees shall be evaluated in accordance with the following schedule:

21.1.1 Probationary employees and promoted employees still on probation: At least by the end of their third month and at least by the end of their fifth month.

21.1.2 Permanent Employees: At least once each year, no later than April 30.

#### 21.2 WHO MAKES EVALUATIONS

Each immediate supervisor under whom a permanent employee has served for 60 working days or more during the rating period shall provide a performance evaluation, even though the employee may have left his/her control.

#### 21.3 PROCEDURE TO BE FOLLOWED

21.3.1 Performance evaluation reports shall be made on adopted forms (#1830) and shall be prepared by the employee's immediate supervisor if possible. The form shall be reviewed and signed by the next higher supervisor, if the overall evaluation is unsatisfactory. Any conduct not directly observed by the evaluator will be investigated first by the evaluator before being placed in the evaluation. Information of a derogatory nature shall not be used on the employee's evaluation unless previously presented in writing. Any negative evaluation shall include a specific recommendation for improvement.

21.3.2 The immediate supervisor or next higher-level supervisor shall present the performance evaluation report to the employee and shall discuss it with him/her. The evaluation form shall be signed by the employee to indicate receipt, and he/she shall be given a signed copy. If the employee is unavailable to receive and discuss the annual evaluation, time tables will be considered met when a copy of the evaluation is mailed to the employee's mailing address by April 30. Upon the employee's return to

duty, the supervisor shall schedule a meeting to discuss the evaluation with the employee.

21.3.3 Performance evaluation reports shall be filed in the employee's personnel records and shall be available for review in connection with promotional examinations and disciplinary actions. All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the district when actually necessary in the proper administration of the district affairs or the supervision of the employee.

21.3.4 If a permanent employee should receive an evaluation with any rating, which is unsatisfactory, he/she shall be given a written improvement plan along with the evaluation, which shall be effective immediately, if the employee is available. If the employee is not available, it shall be effective upon the first available time.

The improvement plan, in conjunction with a conference with the employee, will provide guidance to the employee in order to assist him/her in correction any deficiencies and improving performance.

With thirty (30) to sixty (60) working days of the effective date of the performance improvement plan, the employee shall be issued a new performance evaluation. Said evaluation, shall be attached to the original evaluation and shall fall under the provisions of 21.3.3.

#### 21.4 APPEALS

The employee may appeal through the grievance procedure if he/she received an unsatisfactory on the evaluation. The grievance may deal with violation of agreed to procedures or allege that the content is arbitrary, capricious, or discriminatory.

#### 21.5 SPECIAL EVALUATIONS

A supervisor may issue to an employee a Notice of Outstanding Service or a Notice of Unsatisfactory Service at any time. Such notices shall be made on prescribed forms and shall set forth specific reasons for recognition of outstanding or unsatisfactory service by the employee. The immediate supervisor or the next higher supervisor shall present the special evaluation to the employee and discuss it with him/her. A copy of such notice shall be placed in the employee's personnel file.

## Article XXII

### Work Periods and Overtime

#### 22.1 WORKDAY AND WORKWEEK

- 22.1.1 The Maximum number of hours of regular employment of an employee is eight (8) hours a day and forty (40) hours a week. However, the Governing Board may employ persons for lesser periods of time and may, through authorized administrators, order and authorize employees to work in excess of eight (8) hours in one day or forty (40) hours in one week.
- 22.1.2 All employees working more than four and one-half consecutive hours per day shall be entitled to an unpaid, uninterrupted one-half hour lunch period. All employees required to work during their lunch period shall receive overtime pay for all time worked during the normal lunch period.
- 22.1.3 Employees shall be assigned one (1) paid rest period during each consecutive four (4) hour work period as specified below:
- A. Employees who work six (6) to eight (8) hours per day shall be assigned two (2) fifteen (15) minute rest periods. Rest periods shall be scheduled approximately at the mid-point of each work period, before and after the meal period. Rest periods shall be assigned by the immediate supervisor.
  - B. Employees working fewer than six (6) but four (4) or more hours per day shall be provided one (1) fifteen (15) minute paid rest period.
  - C. Employees shall remain at their assigned sites during paid rest period unless authorization to leave the work site has been given by the immediate supervisor. Immediate supervisors are encouraged not to unreasonably withhold authorization.

#### 22.2 OVERTIME DEFINED

- 22.2.1 Overtime is ordered and authorized working time in excess of eight (8) hours in one day, or forty (40) hours in one week. No one shall order or authorize overtime unless it is compensable as provided below. Overtime of less than eight (8) minutes shall not be credited; all overtime shall be reported and credited in multiples of fifteen (15) minutes of working time.

- 22.2.2 Overtime must be authorized prior to being performed by any employee. It is the responsibility of an employee to notify his immediate supervisor, that in order to complete work assigned it will require that overtime be necessary to complete assigned task on time.
- 22.2.3 Under no circumstances will any employee work overtime unless they have received prior approval from the proper supervisor. It must be clearly understood by all employees that any claim for overtime will be rejected unless prior notice has been given and/or proper authorization has been received by the employee, from the proper supervisor.
- 22.2.4 Overtime shall be distributed as equally as possible among qualified bargaining unit employees within a classification at the work site on a rotating basis starting with the most senior employee, seniority list shall be available at each site/department where needed.
- 22.2.5 When bargaining unit members within a classification at the worksite are not available, the district shall make a reasonable effort to offer overtime to qualified bargaining unit members on a rotating basis starting with the most senior employee.

### 22.3 COMPENSATION FOR OVERTIME

- 22.3.1 A regular employee who works authorized overtime shall be paid at a rate equal to one and one-half (1 1/2) times the amount of overtime worked. He/she shall be paid at one and one-half (1 1/2) times his/her regular rate of pay for the overtime worked or receive compensatory time off at a rate equal to one and one-half (1 1/2) times the amount of overtime worked.
- 22.3.2 All properly authorized overtime shall be submitted on the proper Overtime Time Sheet and signed by the proper authorized supervisor.

### 22.4 SHIFT DIFFERENTIAL

It is agreed that any employee whose work schedule consists of a majority of work hours that begin after 6:00 p.m., shall be required to work only a seven and one-half (7 1/2) hour workday, but shall be paid for eight (8) work hours.

#### 22.4.1 Call-Back Time

Whenever an employee is called back to duty by a supervisor or designee the employee shall receive a minimum of two (2) hours pay or pay for the actual hours worked at the appropriate salary rate, whichever is greater.

22.4.2 Call-In Time

Whenever an employee is called to work by a supervisor or designee on a day, which is not a regularly scheduled workday, the employee shall receive a minimum of two (2) hours pay or pay for the actual hours worked at the appropriate salary rate, whichever is greater.

22.5 TOOLS

The district will provide necessary tools. No stipend will be provided.

22.6 ALTERED WORK SCHEDULE (Summer and Non-Student Periods)

During the summer months, employees working at K-12 school sites (except custodians), the Instructional Services Center (ISC), the Student Services Center (SSC), and the Gale Avenue District Offices (except Facilities) shall work an altered work schedule. These sites shall work a Monday – Thursday schedule, with closure on Fridays (with the exception of the week of July 4<sup>th</sup>). Fulltime eleven (11) and twelve (12) month employees shall work ten (10) hours a day, four (4) days a week. Part time eleven (11) and twelve (12) month employees shall have their work hours calculated on a four (4) day workweek. Summer hourly part time employees shall work four (4) days a week in accordance with their summer notice of employment. The district shall determine the start and end dates of the altered work schedule annually. The altered workweek schedule shall in no way negatively impact vacation, sick leave or retirement time.

CSEA and the District agree that changes in Facilities (Maintenance, Operations, Custodial and Grounds); work hours during summer and non-student periods are effective for both parties. Summer and non-student period work hours for Maintenance, Operations, Custodial and Grounds, shall be established by the Shared Decision-Making Committee, subject to the approval of the Director of Facilities and CSEA. The Chapter President shall designate a representative from Facilities to serve on the Facilities Shared Decision-Making Committee.

This section of the agreement supersedes all previous MOUs on *Altered Work Week and/or Altered Work Schedules during non-student periods*.

22.7 SUMMER ASSIGNMENTS

22.7.1 The District shall establish positions and assign personnel to summer and other recess appointments in accordance with Education Code Section 45102 and Personnel Commission Rule 7.3.2.

22.8.1 An individual employee, principal, department head, or appropriate administrator may initiate and submit a Classified Request for Change in Work Hours, Form #1806-A, to Human Resources.

Incomplete request forms shall be rejected and returned to the submitter.

- 22.8.2 For Principal/Department Heads, the Classified Request for Change in Work Hours, Form #1806-A, shall be used to increase our operational efficiency resulting in improved services for our students.
- 22.8.3 Human Resources and CSEA shall approve or deny each Classified Request for Change in Work Hours, Form #1806-A, within thirty (30) days of receipt of a completed request form. Each party shall have thirty (30) days from the date of their receipt to act upon the request. Requests not acted upon within thirty (30) days shall be considered approved.

The Classified Request for Change in Work Hours, Form #1806-A shall not be approved or denied for punitive reasons.

- 22.8.4 The employee and CSEA shall receive notification of the decision in writing, including the effective date of the change in hours. A copy of the notification shall be placed in the employee's personnel file.

APPENDIX A

SCHEDULES / FORMS



HACIENDA LA PUENTE UNIFED SCHOOL DISTRICT  
Bargaining Unit Classifications/Salary Ranges

Classification	Salary Range	Classification	Salary Range
<b><u>Accounting/Fiscal/Purchasing</u></b>		<b><u>Instructional Support</u></b>	
Accounting Technician	24	Language Assessment Tech., Lead	18
Accounting Technician, Senior	28	Liason, Dropout Prevention	17
Billing Clerk	19	Liaison, Parent Involvement	18
Budget Technician	24	Liaison, School Community	17
Budget Technician, Senior	28	Liaison, Special Education	17
Buyer	32	Piano Accompanist	25
Digital Systems Printer Operator	22	Primary Intervention Child Aide	15
Financial Aid Technician	20	Rehabilitation Program Assistant	15
Payroll Technician	24	Sign Language Interpreter - Adult School	29
Payroll Technician, Senior	28	Speech Language Pathology Assistant	32
Purchasing Technician	24		
Purchasing Technician, Senior	28		
		<b><u>Clerical/Secretarial</u></b>	
		ASB Secretary	20
		Attendance Clerk	19
		Media Center Aide	12
		Media Center Clerk	19
		Office Assistant	16
		Office Assistant, Senior	20
		Office Receptionist	17
		Records Technician	20
		Registrar	20
		Secretary I	20
		School Office Manager I	25
		Special Education Technician	26
		<b><u>Food Services</u></b>	
		Cafeteria Worker I	5
		Cafeteria Worker II	7
		Food Services Delivery Driver	10
<b><u>Instructional Support</u></b>			
Assessment Technician	17		
Child Development Technician	10		
Discrete Trial Program Assistant	20		
Employment Developer	24		
Family Services Specialist	19		
GED Examiner	19		
Health Care Assistant	21		
Instr. Aide Auto Mechanics	15		
Instr. Aide Classroom	13		
Instr. Aide Classroom/Bilingual	14		
Instr. Aide Computer Lab	14		
Instr. Aide Culinary Arts	15		
Instr. Aide Health Programs	15		
Instr. Aide Hearing Impaired	14		
Instr. Aide Major Appliance Repair	15		
Instr. Aide I Special Education	15		
Instr. Aide I Special Ed./Bilingual	16		
Instr. Aide II Special Education	18		
Instr. Aide II Spec. Ed. (Male/Female)	18		
Instr. Aide II Spec. Ed. Hearing Imp.	21		
Instr. Aide II Special Ed./Bilingual	19		
Instr. Materials Attendant	15		
Language Assessment Technician	17		

HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT  
Bargaining Unit Classifications/Salary Ranges

Classification	Salary Range	Classification	Salary Range
<b><u>Maintenance /Operations</u></b>		<b><u>Networks &amp; Computer Services</u></b>	
Athletic P.E. Technician Male	21	Computer Operator	26
Athletic P.E. Technician Female	21	Computer Trainer/Help Desk Operator	26
Custodian I	15	Information Systems Analyst	50
Custodian II	19	Software Engineer	50
Custodian, Lead	22	Technology Service Technician	32
Grounds Worker I	19	Web Software Engineer	50
Grounds Worker II	21		
Grounds Worker, Lead	29		
HVAC Technician	32		
Carpenter	32		
Electrician	32		
Glazier	32		
Locksmith	21		
Maintenance Worker	21		
Mechanic II	25		
Metal Worker	32		
Painter	32		
Plumber	32		
Pool Maintenance Worker	21		
Sprinkler Repairer	25		
<b><u>Personnel Commission</u></b>			
Personnel Technician			
Associate Personnel Analyst	20		
	40		
<b><u>Security</u></b>			
Campus Security Officer	17		
<b><u>Warehouse</u></b>			
Stock/Delivery Worker	20		
Warehouse Delivery Worker	22		
<b><u>Transportation</u></b>			
Bus Attendant	15		
Bus Driver	23		
Dispatcher	25		
Mechanic II	25		

ASSOCIATION DUES/REPRESENTATIONAL  
SERVICE FEE SCHEDULE

Effective October 1, 1997

The Association Dues/Representational Service Fee is 1.5% of the gross salary of an employee in the classified bargaining unit.

HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT

CATASTROPHIC LEAVE

To: CSEA Members

From: Assistant Superintendent, Human Resources

Pursuant to Article XIV – Leaves – 14.14 Catastrophic Leave, of the Agreement between the Board of Education of the Hacienda La Puente Unified School District and California School Employees Association, I am notifying the district that I wish to donate \_\_\_\_\_ hours during the current school year for the use of employees in California School Employees Association who have exhausted sick leave and who have a medical emergency.

I understand that Human Resources will notify me as to whether the hours were used or not; said hours to be used only in the current school year.

\_\_\_\_\_  
Employee Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
EID #

HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Catastrophic Leave

Pursuant Article XIV – Leaves – 14.14 Catastrophic Leave, between the Board of Education of the Hacienda La Puente Unified School District and California School Employees Association; I am requesting to participate in the Catastrophic Leave provision.

1. I certify/affirm that I have exhausted all accrued paid leave. \_\_\_\_\_ (initial)
2. I certify/affirm that I have a medical emergency. \_\_\_\_\_ (initial)
3. I have submitted verification of medical emergency to Human Resources \_\_\_\_\_ (initial)
4. I am requesting \_\_\_\_\_ hours.

I understand that I will be notified by Human Resources should there be employee(s) who wish (es) to donate a portion of their sick leave to me.

\_\_\_\_\_  
Employee Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
EID #

**Classified  
Evaluation  
- Annual**



Evaluation Date

Evaluator  Title

Classification

School Year

Site

Due Date

Evaluation Period  Yearly (due annually by April 30th)

**DEFINITIONS OF RATINGS**

- O - Outstanding - A commendation for consistently exceeding the expected standards of performance.
- A - Above Average - Employee usually exceeds the established standards of performance.
- S - Satisfactory - The employee meets the standards established for the job.
- M - Marginal - Employee frequently fails to meet the performance standards.
- U - Unsatisfactory - Employee needs to improve to meet performance standards.

**NOTE TO SUPERVISOR**

Comments section must be completed by supervisor for any individual areas designated as outstanding or unsatisfactory.

A written improvement plan covering unsatisfactory areas **MUST** be attached to this evaluation.

Standards	Outstanding	Above Average	Satisfactory	Marginal	Unsatisfactory
<b>QUALITY OF WORK:</b> Consider the extent to which completed work is accurate, neat, well-organized, thorough, and effective.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Comments <input type="text"/>					
<b>QUANTITY OF WORK:</b> Consider the extent to which the amount of work produced compares to quantity standards for the job.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Comments <input type="text"/>					
<b>WORK HABITS:</b> Consider the employee's effectiveness in organization and use of time. (If applicable, effectiveness in use of tools, equipment, materials, and in following good practices of vehicle and personal safety, etc.)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Comments

**RELATIONSHIPS WITH PEOPLE:** Consider the extent to which the employee treats others with respect and courtesy, inspires their respect and confidence, works cooperatively with co-workers or the public, etc.

Comments

**TAKING ACTION INDEPENDENTLY:** Consider the extent to which the employee shows initiative in making work improvements, identifying and correcting errors, initiating work activities, consistent with established policies and procedures, etc.

Comments

**DEPENDABILITY AND RELIABILITY:** Consider the extent to which the employee continues to work in the absence of close supervision and how he/she complies with written and oral instructions in the performance of job duties, completes work assignments, meets deadlines, follows established policies and procedures, etc.

Comments

**ATTENDANCE:** Consider the extent to which the employee is present and prompt.

Comments

**MOTIVATING/DIRECTING/SUPERVISING THE WORK OF OTHERS:** (If applicable) Consider the employee's effectiveness in planning and controlling work activities, motivating and developing subordinates, improving work methods and results, etc.

Comments

General comments or  
comments on other factors  
not listed above

It is understood that in  
signing this evaluation I  
acknowledge having seen  
and discussed the report. All  
written comments have been  
discussed with me. Signature  
does not necessarily indicate  
agreement. If you wish to  
submit a rebuttal, please  
submit your written rebuttal to  
Human Resources. Clicking  
Sign and Save/Submitt  
button below indicates your  
acknowledgement.

Check here if you do not  
agree with this evaluation  
and wish to submit a written  
rebuttal.

Administrator Signature:

Employee Signature:

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FAMILY SCHOOL PARTNERSHIP ACT LEAVE

Pursuant to Article 14.15 of the Agreement Between the Board of Education and the Hacienda La Puente Unified School District, I request a leave according to the following provisions of the Agreement:

14.15 FAMILY SCHOOL PARTNERSHIP ACT LEAVE

14.15.1 A permanent classified employee who is a parent, guardian, or grandparent, with custody of one or more K-12 children, shall be permitted to take up to forty (40) hours each school year, and not more than eight (8) hours in any calendar month, to participate in activities of the school where any of his/her children attend(s), under the following circumstances:

14.15.2 The employee may elect to utilize existing vacation, personal leave, compensatory time, or time off without pay for this purpose. Absences shall be taken in units of at least two hours.

14.15.3 The employee shall give reasonable advance notice to his/her immediate supervisor of the planned absence.

14.15.4 The employee will complete the appropriate form following his/her participation in the event.

I ELECT TO UTILIZE EXISTING:

- \_\_\_\_\_ Vacation
- \_\_\_\_\_ Personal Leave
- \_\_\_\_\_ Compensatory Time
- \_\_\_\_\_ Time off without pay

\_\_\_\_\_ I have notified in advance my immediate supervisor.

I am electing to use \_\_\_\_\_ hours.

\_\_\_\_\_  
EMPLOYEE – PRINT NAME

\_\_\_\_\_  
EMPLOYEE SIGNATURE                      EID #                      DATE

\_\_\_\_\_  
PRINCIPAL/DEPARTMENT HEAD SIGNATURE                      DATE

EMPLOYEE SHALL SUBMIT SIGNED AFFIDAVIT FORM #1013-C TO HUMAN RESOURCES AFTER RETURN TO DUTY.

FOR OFFICE USE ONLY

Classified Agreement Article 14.15 \_\_\_\_\_

\_\_\_\_\_  
APPROVAL SIGNATURE                      DATE

HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT  
Human Resources

**Classified Request for Transfer and/or Change in Assignment**

Employee request must be submitted to Human Resources in accordance with Article VII of the Collective Bargaining Agreement between the Hacienda La Puente Unified School District and Chapter #115, California School Employees Association. **This request shall be valid only for the current school year, unless withdrawn in writing.**

NAME \_\_\_\_\_ Date of Request \_\_\_\_\_

School/Department \_\_\_\_\_ Classification \_\_\_\_\_

Years with District: \_\_\_\_\_ Length of Service in current Assignment: \_\_\_\_\_  
Current # of hours per week: \_\_\_\_\_ Current # of months per year (please circle): 10 11 12

I hereby request that I be considered for positions within my classification with:  
(please circle) **More** or **Less** hours per week. Requested Work hours per week: \_\_\_\_\_

I hereby request that I be considered for positions within my classification with:  
(please circle) **More** or **Less** months per year. Requested Months per year: (please circle): 10 11 12

I hereby request that I be considered for a transfer within my classification to:  
School/Department \_\_\_\_\_ (**List specific site or if no preference write "any"**)

I hereby request that I be considered for a lateral transfer to (**List desired classification**):  
\_\_\_\_\_ (Approval from Personnel Commission required for lateral transfer requests)

<u>Dates</u>	<u>Training/Experience</u>
_____	_____
_____	_____
_____	_____

NOTE: Employees are advised to periodically update their personnel file with verification of educational, training or other skills/qualifications/accomplishments.

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

I am aware of this request \_\_\_\_\_  
Principal/Supervisor

**EMPLOYEE RETURN ALL COPIES TO HUMAN RESOURCES FOR PROCESSING**  
White-Human Resources Canary-CSEA Pink-Immediate Supervisor Goldenrod-Employee

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ACTION BY HUMAN RESOURCES

DATE RECEIVED \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_

TRANSFERRED TO \_\_\_\_\_ EFFECTIVE DATE \_\_\_\_\_

HUMAN RESOURCES OFFICER \_\_\_\_\_

PERSONNEL DIRECTOR (for lateral transfers) \_\_\_\_\_ Approved/Denied (please circle)



**HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT**  
15959 EAST GALE AVENUE • P.O. BOX 60002 • CITY OF INDUSTRY, CA 91716-0002 • (626) 933-1000

**CLASSIFIED VACATION REQUEST**

TO: \_\_\_\_\_  
FROM: \_\_\_\_\_  
DATE: \_\_\_\_\_

DAYS REQUESTED:

FROM \_\_\_\_\_ TO \_\_\_\_\_ TOTAL DAYS REQUESTED \_\_\_\_\_

APPROVED

NOT APPROVED (Mandatory - state reason for denial)

FROM \_\_\_\_\_ TO \_\_\_\_\_ TOTAL DAYS REQUESTED \_\_\_\_\_

APPROVED

NOT APPROVED (Mandatory - state reason for denial)

FROM \_\_\_\_\_ TO \_\_\_\_\_ TOTAL DAYS REQUESTED \_\_\_\_\_

APPROVED

NOT APPROVED (Mandatory - state reason for denial)

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

THE ABOVE ACTION(S) MAY BE RESCINDED,  
PRIOR TO THE VACATION LEAVE, IN CASE OF EMERGENCY

13.2.1 Classified employees of the bargaining unit will earn vacation on the following basis:

- 13.2.1.1 For one (1) year through the completion of five (5) years, one (1) day of vacation will be earned per month worked.
- 13.2.1.2 For six (6) years through the completion of the tenth (10) year, one and one-quarter (1 1/4) days of vacation will be earned per month worked.
- 13.2.1.3 For eleven (11) years through the completion of the fifteenth (15) year, one and one-half (1 1/2) days of vacation will be earned per month.
- 13.2.1.4 For sixteen (16) years through the completion of the twentieth (20) year, one and three-fourths (1 3/4) days of vacation will be earned per month worked.
- 13.2.1.5 For twenty-one (21) years and over, two (2) days of vacation will be earned per month worked.

**RETURN THE COMPLETED FORM TO THE EMPLOYEE WITHIN FIVE WORKING DAYS OF RECEIPT.**

White Copy - Employee    Canary Copy - Supervisor    Pink Copy - Administrator

UNSAFE AND/OR UNHEALTHFUL CONDITIONS NOTIFICATION

This form is to notify the District of an unsafe and/or unhealthful working condition. After completing and signing this form, submit it to the Director of Risk Management.

1. Employee's Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Work Location: \_\_\_\_\_ Phone/Ext. \_\_\_\_\_

2. Location where unsafe and/or unhealthful condition is believed to exist:

Site/Facility/Department: \_\_\_\_\_ Room # \_\_\_\_\_

Address: \_\_\_\_\_

Administrator/Supervisor in charge of area: \_\_\_\_\_

3. Describe briefly the unsafe and/or unhealthful condition(s), which you feel exist(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. I hereby certify, to best of my knowledge, that the above is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

-----  
FOR OFFICE USE ONLY

Comments/Responses: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

White - Risk Management    Canary - Supervisor    Pink - Employee    Goldenrod - CSEA

HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT  
ABSENCE AFFIDAVIT

CERTIFICATED

CLASSIFIED

MANAGEMENT/SUPERVISORY/CONFIDENTIAL

EMPLOYEE'S NAME \_\_\_\_\_ SCHOOL/DEPT. \_\_\_\_\_ POSITION \_\_\_\_\_

DATE(S) OF ABSENCE: FROM \_\_\_\_\_ TO \_\_\_\_\_ TOTAL DAYS \_\_\_\_\_

REASON FOR ABSENCE: (Please check reason below)

PRIOR APPROVAL, either by telephone or in writing, must be obtained from Human Resources for the following:

- Court Appearance (attach copy of subpoena or other verification)
- Paternity Leave
- Funeral of close relative not living in immediate household or close friend.  
Indicate which relation or if friend: \_\_\_\_\_
- Personal business of unforeseen emergency nature that does not involve payment for employee's services.  
Give details: \_\_\_\_\_
- Adoptive Parent Leave which necessitates legal adoption procedures during the normal working day or care for the child is limited to two days
- Personal Leave of two days (three days for HLPTA) may be used by an employee to attend to matters which require the attention of the employee and which must be taken care of during the assigned hours of service provided that not more than 5% of the staff of any school or department may be granted a leave under this provision for the same day and that does not involve payment for the employee's services
- Observance of nationally recognized religious holiday other than those scheduled on school calendar.  
Indicate which holiday: \_\_\_\_\_

Advance permission not required for the following:

- Death in immediate family requiring absence beyond bereavement allowance  
Indicate relationship: \_\_\_\_\_
- Illness of emergency nature of immediate family. Give details: \_\_\_\_\_
- Accident involving employee's person/property or that of immediate family. Give details: \_\_\_\_\_

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE

\_\_\_\_\_  
EID No. (Required)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
VERIFICATION AND RECOMMENDATION BY PRINCIPAL/DEPARTMENT HEAD

\_\_\_\_\_  
PRINCIPAL/DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
DATE

**EMPLOYEE SHALL SUBMIT SIGNED AFFIDAVIT TO HUMAN RESOURCES WITHIN 5 DAYS AFTER RETURN TO DUTY.**

OFFICE USE ONLY

Agreement Article/Board Policy Section \_\_\_\_\_

\_\_\_\_\_  
APPROVAL SIGNATURE

\_\_\_\_\_  
DATE

NOTE: Final approval pending a verification of unused leave by Payroll.

Complete form in duplicate and send both copies to the Office of Assistant Superintendent, Human Resources.

HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT  
Human Resources

**Classified Request for Change in Work Hours**

Employee or Principal / Department Head request must be submitted to Human Resources in accordance with the Collective Bargaining Agreement between the Hacienda La Puente Unified School District and Chapter #115, California School Employees Association.

Name: \_\_\_\_\_ Date of Request: \_\_\_\_\_

Home Phone: \_\_\_\_\_ - \_\_\_\_\_ Work: \_\_\_\_\_ - \_\_\_\_\_

Cell Phone: \_\_\_\_\_ - \_\_\_\_\_ School/Department: \_\_\_\_\_

Classification: \_\_\_\_\_ Date of Hire: \_\_\_\_\_

Length of Service (this assignment): \_\_\_\_\_ Work months: 10 11 12

Current Assigned Hours: \_\_\_\_\_ to \_\_\_\_\_

I hereby request the employee above be considered for a change in hours:

Proposed Hours \_\_\_\_\_ to \_\_\_\_\_

Duration of this change in work schedule:

Temporary: from \_\_\_\_\_ to \_\_\_\_\_  Permanent

Reason request is to be considered: \_\_\_\_\_

Request initiated by Employee  Supervisor  Other  \_\_\_\_\_

I am aware of this request:

Employee: \_\_\_\_\_  
Print Name / Signature

Principal/Department Head: \_\_\_\_\_  
Print Name / Signature

**EMPLOYEE OR PRINCIPAL / DEPARTMENT HEAD RETURN ALL COPIES TO  
HUMAN RESOURCES FOR PROCESSING**  
White-Human Resources Canary-CSEA Pink-Immediate Supervisor Goldenrod-Employee

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ACTION BY HUMAN RESOURCES

DATE RECEIVED \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_ EFFECTIVE DATE \_\_\_\_\_

HUMAN RESOURCES OFFICER: \_\_\_\_\_ CSEA: \_\_\_\_\_  
 APPROVED  DENIED  APPROVED  DENIED

**CSEA (1) 12 MONTH 7.1.2019**

6.0% Increase Effective 7.1.2019

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
001	2,138.28	2,260.44	2,387.17	2,516.99	2,657.88	2,804.01
002	2,191.93	2,314.92	2,446.85	2,578.78	2,722.64	2,874.80
003	2,250.80	2,372.98	2,502.79	2,641.42	2,786.87	2,941.83
004	2,304.47	2,434.94	2,569.16	2,704.85	2,856.87	3,013.44
005	2,358.93	2,494.62	2,634.73	2,780.86	2,933.68	3,094.79
006	2,420.08	2,553.50	2,698.16	2,845.76	3,005.26	3,172.27
007	2,481.91	2,619.87	2,766.00	2,924.71	3,075.39	3,243.07
008	2,543.73	2,682.50	2,835.99	2,993.37	3,155.14	3,328.03
009	2,607.82	2,750.36	2,900.89	3,064.16	3,237.16	3,413.15
010	2,668.32	2,818.20	2,974.76	3,139.49	3,314.65	3,497.33
011	2,736.15	2,889.65	3,047.01	3,220.72	3,396.69	3,583.77
012	2,809.89	2,962.72	3,127.57	3,299.00	3,483.13	3,677.71
013	2,876.27	3,035.11	3,202.79	3,383.97	3,567.45	3,766.42
014	2,943.44	3,113.39	3,286.28	3,465.19	3,660.58	3,864.91
015	3,020.93	3,188.74	3,366.18	3,554.06	3,744.88	3,954.30
016	3,100.01	3,266.21	3,454.75	3,643.44	3,846.18	4,060.14
017	3,173.73	3,348.23	3,539.87	3,734.45	3,944.66	4,160.11
018	3,253.50	3,428.67	3,625.52	3,829.04	4,043.03	4,264.48
019	3,334.07	3,513.77	3,715.71	3,920.72	4,138.43	4,365.92
020	3,416.76	3,605.45	3,806.70	4,020.00	4,245.89	4,477.67
021	3,501.07	3,696.45	3,902.92	4,122.11	4,345.73	4,585.79
022	3,583.77	3,787.29	4,005.83	4,221.27	4,459.86	4,706.62
023	3,682.92	3,884.31	4,099.76	4,330.06	4,567.85	4,822.12
024	3,775.40	3,979.72	4,203.34	4,432.29	4,688.69	4,947.35
025	3,864.11	4,080.36	4,307.71	4,548.58	4,799.75	5,063.64
026	3,961.79	4,184.73	4,414.36	4,658.86	4,924.34	5,193.46
027	4,058.02	4,286.83	4,523.96	4,777.42	5,044.38	5,320.16
028	4,165.33	4,395.77	4,640.25	4,898.24	5,168.02	5,452.92
029	4,264.48	4,503.09	4,751.32	5,016.68	5,302.24	5,595.31
030	4,369.68	4,614.16	4,868.41	5,146.48	5,428.97	5,727.24
031	4,483.69	4,735.66	4,989.92	5,271.73	5,569.21	5,877.80
032	4,591.00	4,854.23	5,124.80	5,408.08	5,710.79	6,024.72
033	4,705.81	4,974.93	5,247.91	5,541.64	5,852.50	6,174.58
034	4,825.17	5,095.77	5,381.98	5,679.47	6,000.90	6,327.41
035	4,946.69	5,221.01	5,513.95	5,821.20	6,141.81	6,478.76
036	5,068.87	5,354.44	5,652.71	5,966.52	6,304.27	6,649.51
037	5,197.19	5,487.19	5,789.87	6,117.19	6,457.09	6,811.97
038	5,323.12	5,620.59	5,938.95	6,268.54	6,618.87	6,984.19
039	5,460.28	5,767.53	6,083.60	6,424.29	6,784.39	7,159.37
040	5,596.78	5,904.70	6,242.43	6,586.88	6,955.83	7,339.07
041	5,738.35	6,055.23	6,395.27	6,753.89	7,124.42	7,516.52
042	5,886.09	6,207.40	6,556.25	6,921.56	7,302.54	7,704.40
043	6,029.14	6,361.67	6,718.03	7,093.79	7,484.54	7,897.48
044	6,176.73	6,525.72	6,888.79	7,272.04	7,670.82	8,091.40
045	6,332.63	6,686.04	7,058.05	7,454.70	7,872.89	8,307.52
046	6,492.95	6,853.04	7,244.47	7,635.07	8,065.97	8,510.39
047	6,653.13	7,024.48	7,418.16	7,834.07	8,270.97	8,724.35
048	6,819.47	7,203.38	7,603.75	8,024.22	8,475.33	8,941.93
049	6,990.21	7,385.37	7,790.17	8,230.03	8,683.28	9,163.40
050	7,165.38	7,567.91	7,991.43	8,437.32	8,906.22	9,395.30

**CSEA (1) 12 MONTH 7.1.2020**

3.0% Increase Effective 7.1.2020

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
001	2,202.43	2,328.25	2,458.79	2,592.50	2,737.61	2,888.13
002	2,257.69	2,384.36	2,520.26	2,656.15	2,804.32	2,961.04
003	2,318.33	2,444.17	2,577.87	2,720.66	2,870.48	3,030.09
004	2,373.60	2,507.99	2,646.24	2,785.99	2,942.57	3,103.84
005	2,429.70	2,569.46	2,713.77	2,864.29	3,021.69	3,187.64
006	2,492.69	2,630.10	2,779.10	2,931.14	3,095.42	3,267.44
007	2,556.37	2,698.47	2,848.98	3,012.46	3,167.65	3,340.36
008	2,620.05	2,762.97	2,921.07	3,083.17	3,249.79	3,427.87
009	2,686.06	2,832.87	2,987.92	3,156.08	3,334.28	3,515.54
010	2,748.37	2,902.74	3,064.00	3,233.68	3,414.09	3,602.25
011	2,818.24	2,976.34	3,138.42	3,317.34	3,498.59	3,691.28
012	2,894.19	3,051.60	3,221.40	3,397.97	3,587.63	3,788.04
013	2,962.56	3,126.17	3,298.87	3,485.49	3,674.47	3,879.42
014	3,031.75	3,206.79	3,384.87	3,569.15	3,770.40	3,980.86
015	3,111.56	3,284.40	3,467.16	3,660.68	3,857.23	4,072.93
016	3,193.01	3,364.20	3,558.40	3,752.74	3,961.57	4,181.95
017	3,268.95	3,448.68	3,646.06	3,846.48	4,063.00	4,284.92
018	3,351.11	3,531.53	3,734.29	3,943.91	4,164.33	4,392.42
019	3,434.10	3,619.18	3,827.18	4,038.35	4,262.58	4,496.90
020	3,519.26	3,713.62	3,920.90	4,140.60	4,373.27	4,612.00
021	3,606.10	3,807.34	4,020.01	4,245.77	4,476.10	4,723.37
022	3,691.28	3,900.91	4,126.00	4,347.91	4,593.66	4,847.82
023	3,793.41	4,000.84	4,222.75	4,459.96	4,704.89	4,966.78
024	3,888.66	4,099.11	4,329.44	4,565.26	4,829.35	5,095.77
025	3,980.04	4,202.77	4,436.94	4,685.03	4,943.75	5,215.55
026	4,080.64	4,310.27	4,546.80	4,798.63	5,072.07	5,349.26
027	4,179.76	4,415.44	4,659.68	4,920.74	5,195.71	5,479.77
028	4,290.29	4,527.64	4,779.45	5,045.19	5,323.07	5,616.51
029	4,392.42	4,638.18	4,893.86	5,167.18	5,461.30	5,763.17
030	4,500.77	4,752.59	5,014.46	5,300.88	5,591.84	5,899.06
031	4,618.20	4,877.73	5,139.62	5,429.88	5,736.28	6,054.13
032	4,728.73	4,999.85	5,278.54	5,570.32	5,882.11	6,205.46
033	4,846.99	5,124.18	5,405.35	5,707.89	6,028.07	6,359.82
034	4,969.93	5,248.64	5,543.44	5,849.85	6,180.93	6,517.23
035	5,095.09	5,377.64	5,679.36	5,995.83	6,326.06	6,673.13
036	5,220.94	5,515.07	5,822.29	6,145.52	6,493.40	6,848.99
037	5,353.11	5,651.80	5,963.57	6,300.70	6,650.80	7,016.33
038	5,482.82	5,789.21	6,117.12	6,456.60	6,817.44	7,193.72
039	5,624.09	5,940.56	6,266.11	6,617.02	6,987.93	7,374.15
040	5,764.68	6,081.84	6,429.71	6,784.49	7,164.50	7,559.24
041	5,910.50	6,236.89	6,587.13	6,956.51	7,338.15	7,742.01
042	6,062.67	6,393.62	6,752.94	7,129.21	7,521.62	7,935.53
043	6,210.01	6,552.52	6,919.57	7,306.61	7,709.07	8,134.41
044	6,362.04	6,721.50	7,095.45	7,490.20	7,900.94	8,334.14
045	6,522.61	6,886.62	7,269.79	7,678.34	8,109.07	8,556.74
046	6,687.74	7,058.63	7,461.81	7,864.12	8,307.95	8,765.70
047	6,852.72	7,235.22	7,640.71	8,069.09	8,519.10	8,986.08
048	7,024.05	7,419.48	7,831.87	8,264.94	8,729.59	9,210.19
049	7,199.92	7,606.94	8,023.87	8,476.93	8,943.78	9,438.30
050	7,380.34	7,794.94	8,231.17	8,690.44	9,173.40	9,677.16



**CSEA (1) 12 MONTH 7.1.2021**

3.0% Increase Effective 7.1.2021

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
001	2,268.50	2,398.10	2,532.55	2,670.27	2,819.74	2,974.78
002	2,325.42	2,455.89	2,595.87	2,735.83	2,888.45	3,049.87
003	2,387.88	2,517.49	2,655.21	2,802.28	2,956.59	3,120.99
004	2,444.81	2,583.23	2,725.63	2,869.57	3,030.85	3,196.96
005	2,502.59	2,646.55	2,795.18	2,950.22	3,112.34	3,283.27
006	2,567.47	2,709.00	2,862.47	3,019.07	3,188.28	3,365.46
007	2,633.06	2,779.42	2,934.45	3,102.83	3,262.68	3,440.57
008	2,698.65	2,845.86	3,008.70	3,175.67	3,347.29	3,530.71
009	2,766.64	2,917.86	3,077.55	3,250.76	3,434.30	3,621.01
010	2,830.82	2,989.82	3,155.92	3,330.69	3,516.51	3,710.31
011	2,902.78	3,065.63	3,232.58	3,416.86	3,603.55	3,802.02
012	2,981.02	3,143.15	3,318.04	3,499.91	3,695.25	3,901.68
013	3,051.43	3,219.95	3,397.84	3,590.05	3,784.70	3,995.80
014	3,122.70	3,302.99	3,486.42	3,676.22	3,883.51	4,100.28
015	3,204.90	3,382.93	3,571.18	3,770.50	3,972.95	4,195.12
016	3,288.80	3,465.13	3,665.15	3,865.32	4,080.42	4,307.41
017	3,367.01	3,552.14	3,755.44	3,961.87	4,184.89	4,413.47
018	3,451.64	3,637.47	3,846.31	4,062.23	4,289.25	4,524.19
019	3,537.12	3,727.76	3,941.99	4,159.50	4,390.46	4,631.80
020	3,624.84	3,825.03	4,038.53	4,264.82	4,504.47	4,750.36
021	3,714.29	3,921.56	4,140.61	4,373.14	4,610.38	4,865.07
022	3,802.02	4,017.93	4,249.78	4,478.35	4,731.47	4,993.25
023	3,907.21	4,120.87	4,349.43	4,593.76	4,846.04	5,115.78
024	4,005.32	4,222.08	4,459.32	4,702.22	4,974.23	5,248.64
025	4,099.44	4,328.85	4,570.05	4,825.58	5,092.06	5,372.02
026	4,203.06	4,439.57	4,683.20	4,942.59	5,224.23	5,509.74
027	4,305.15	4,547.90	4,799.47	5,068.36	5,351.58	5,644.16
028	4,419.00	4,663.47	4,922.84	5,196.54	5,482.76	5,785.01
029	4,524.19	4,777.33	5,040.68	5,322.20	5,625.14	5,936.07
030	4,635.79	4,895.16	5,164.90	5,459.91	5,759.59	6,076.03
031	4,756.74	5,024.06	5,293.81	5,592.78	5,908.37	6,235.75
032	4,870.59	5,149.85	5,436.90	5,737.43	6,058.57	6,391.62
033	4,992.39	5,277.90	5,567.51	5,879.12	6,208.92	6,550.62
034	5,119.03	5,406.10	5,709.75	6,025.35	6,366.36	6,712.75
035	5,247.94	5,538.97	5,849.74	6,175.71	6,515.84	6,873.32
036	5,377.57	5,680.52	5,996.96	6,329.88	6,688.20	7,054.46
037	5,513.70	5,821.36	6,142.47	6,489.72	6,850.33	7,226.82
038	5,647.30	5,962.88	6,300.63	6,650.29	7,021.96	7,409.53
039	5,792.81	6,118.77	6,454.09	6,815.53	7,197.56	7,595.37
040	5,937.62	6,264.30	6,622.60	6,988.02	7,379.44	7,786.02
041	6,087.82	6,424.00	6,784.74	7,165.20	7,558.30	7,974.27
042	6,244.55	6,585.43	6,955.53	7,343.09	7,747.27	8,173.60
043	6,396.31	6,749.10	7,127.16	7,525.81	7,940.35	8,378.44
044	6,552.90	6,923.14	7,308.31	7,714.91	8,137.97	8,584.17
045	6,718.29	7,093.22	7,487.88	7,908.69	8,352.34	8,813.45
046	6,888.37	7,270.39	7,685.66	8,100.04	8,557.19	9,028.67
047	7,058.31	7,452.27	7,869.93	8,311.16	8,774.68	9,255.66
048	7,234.77	7,642.07	8,066.82	8,512.89	8,991.48	9,486.49
049	7,415.91	7,835.14	8,264.59	8,731.24	9,212.09	9,721.45
050	7,601.75	8,028.79	8,478.11	8,951.15	9,448.60	9,967.47

**CSEA (1) 12 MONTH 7.1.2019**

6.0% Increase Effective 7.1.2019

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
001	12.34	13.04	13.77	14.52	15.33	16.18
002	12.65	13.36	14.12	14.88	15.71	16.59
003	12.99	13.69	14.44	15.24	16.08	16.97
004	13.30	14.05	14.82	15.61	16.48	17.39
005	13.61	14.39	15.20	16.04	16.93	17.85
006	13.96	14.73	15.57	16.42	17.34	18.30
007	14.32	15.11	15.96	16.87	17.74	18.71
008	14.68	15.48	16.36	17.27	18.20	19.20
009	15.05	15.87	16.74	17.68	18.68	19.69
010	15.39	16.26	17.16	18.11	19.12	20.18
011	15.79	16.67	17.58	18.58	19.60	20.68
012	16.21	17.09	18.04	19.03	20.10	21.22
013	16.59	17.51	18.48	19.52	20.58	21.73
014	16.98	17.96	18.96	19.99	21.12	22.30
015	17.43	18.40	19.42	20.50	21.61	22.81
016	17.89	18.84	19.93	21.02	22.19	23.42
017	18.31	19.32	20.42	21.55	22.76	24.00
018	18.77	19.78	20.92	22.09	23.33	24.60
019	19.24	20.27	21.44	22.62	23.88	25.19
020	19.71	20.80	21.96	23.19	24.50	25.83
021	20.20	21.33	22.52	23.78	25.07	26.46
022	20.68	21.85	23.11	24.35	25.73	27.15
023	21.25	22.41	23.65	24.98	26.35	27.82
024	21.78	22.96	24.25	25.57	27.05	28.54
025	22.29	23.54	24.85	26.24	27.69	29.21
026	22.86	24.14	25.47	26.88	28.41	29.96
027	23.41	24.73	26.10	27.56	29.10	30.69
028	24.03	25.36	26.77	28.26	29.82	31.46
029	24.60	25.98	27.41	28.94	30.59	32.28
030	25.21	26.62	28.09	29.69	31.32	33.04
031	25.87	27.32	28.79	30.41	32.13	33.91
032	26.49	28.01	29.57	31.20	32.95	34.76
033	27.15	28.70	30.28	31.97	33.77	35.62
034	27.84	29.40	31.05	32.77	34.62	36.50
035	28.54	30.12	31.81	33.58	35.43	37.38
036	29.24	30.89	32.61	34.42	36.37	38.36
037	29.98	31.66	33.40	35.29	37.25	39.30
038	30.71	32.43	34.26	36.17	38.19	40.29
039	31.50	33.27	35.10	37.06	39.14	41.30
040	32.29	34.07	36.01	38.00	40.13	42.34
041	33.11	34.93	36.90	38.97	41.10	43.37
042	33.96	35.81	37.83	39.93	42.13	44.45
043	34.78	36.70	38.76	40.93	43.18	45.56
044	35.64	37.65	39.74	41.95	44.26	46.68
045	36.54	38.57	40.72	43.01	45.42	47.93
046	37.46	39.54	41.80	44.05	46.54	49.10
047	38.38	40.53	42.80	45.20	47.72	50.33
048	39.34	41.56	43.87	46.29	48.90	51.59
049	40.33	42.61	44.94	47.48	50.10	52.87
050	41.34	43.66	46.11	48.68	51.38	54.20

**CSEA (1) 12 MONTH 7.1.2020**

3.0% Increase Effective 7.1.2020

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
001	12.71	13.43	14.19	14.96	15.79	16.66
002	13.03	13.76	14.54	15.32	16.18	17.08
003	13.38	14.10	14.87	15.70	16.56	17.48
004	13.69	14.47	15.27	16.07	16.98	17.91
005	14.02	14.82	15.66	16.53	17.43	18.39
006	14.38	15.17	16.03	16.91	17.86	18.85
007	14.75	15.57	16.44	17.38	18.28	19.27
008	15.12	15.94	16.85	17.79	18.75	19.78
009	15.50	16.34	17.24	18.21	19.24	20.28
010	15.86	16.75	17.68	18.66	19.70	20.78
011	16.26	17.17	18.11	19.14	20.18	21.30
012	16.70	17.61	18.59	19.60	20.70	21.85
013	17.09	18.04	19.03	20.11	21.20	22.38
014	17.49	18.50	19.53	20.59	21.75	22.97
015	17.95	18.95	20.00	21.12	22.25	23.50
016	18.42	19.41	20.53	21.65	22.86	24.13
017	18.86	19.90	21.04	22.19	23.44	24.72
018	19.33	20.37	21.54	22.75	24.03	25.34
019	19.81	20.88	22.08	23.30	24.59	25.94
020	20.30	21.43	22.62	23.89	25.23	26.61
021	20.80	21.97	23.19	24.50	25.82	27.25
022	21.30	22.51	23.80	25.08	26.50	27.97
023	21.89	23.08	24.36	25.73	27.14	28.66
024	22.44	23.65	24.98	26.34	27.86	29.40
025	22.96	24.25	25.60	27.03	28.52	30.09
026	23.54	24.87	26.23	27.68	29.26	30.86
027	24.11	25.47	26.88	28.39	29.98	31.61
028	24.75	26.12	27.57	29.11	30.71	32.40
029	25.34	26.76	28.23	29.81	31.51	33.25
030	25.97	27.42	28.93	30.58	32.26	34.03
031	26.64	28.14	29.65	31.33	33.09	34.93
032	27.28	28.85	30.45	32.14	33.94	35.80
033	27.96	29.56	31.19	32.93	34.78	36.69
034	28.67	30.28	31.98	33.75	35.66	37.60
035	29.40	31.03	32.77	34.59	36.50	38.50
036	30.12	31.82	33.59	35.46	37.46	39.51
037	30.88	32.61	34.41	36.35	38.37	40.48
038	31.63	33.40	35.29	37.25	39.33	41.50
039	32.45	34.27	36.15	38.18	40.32	42.54
040	33.26	35.09	37.10	39.14	41.33	43.61
041	34.10	35.98	38.00	40.13	42.34	44.67
042	34.98	36.89	38.96	41.13	43.39	45.78
043	35.83	37.80	39.92	42.15	44.48	46.93
044	36.70	38.78	40.94	43.21	45.58	48.08
045	37.63	39.73	41.94	44.30	46.78	49.37
046	38.58	40.72	43.05	45.37	47.93	50.57
047	39.54	41.74	44.08	46.55	49.15	51.84
048	40.52	42.81	45.18	47.68	50.36	53.14
049	41.54	43.89	46.29	48.91	51.60	54.45
050	42.58	44.97	47.49	50.14	52.92	55.83

**CSEA (1) 12 MONTH 7.1.2021**

3.0% Increase Effective 7.1.2021

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
001	13.09	13.84	14.61	15.41	16.27	17.16
002	13.42	14.17	14.98	15.78	16.66	17.60
003	13.78	14.52	15.32	16.17	17.06	18.01
004	14.10	14.90	15.73	16.56	17.49	18.44
005	14.44	15.27	16.13	17.02	17.96	18.94
006	14.81	15.63	16.51	17.42	18.39	19.42
007	15.19	16.04	16.93	17.90	18.82	19.85
008	15.57	16.42	17.36	18.32	19.31	20.37
009	15.96	16.83	17.76	18.75	19.81	20.89
010	16.33	17.25	18.21	19.22	20.29	21.41
011	16.75	17.69	18.65	19.71	20.79	21.94
012	17.20	18.13	19.14	20.19	21.32	22.51
013	17.60	18.58	19.60	20.71	21.84	23.05
014	18.02	19.06	20.11	21.21	22.41	23.66
015	18.49	19.52	20.60	21.75	22.92	24.20
016	18.97	19.99	21.15	22.30	23.54	24.85
017	19.43	20.49	21.67	22.86	24.14	25.46
018	19.91	20.99	22.19	23.44	24.75	26.10
019	20.41	21.51	22.74	24.00	25.33	26.72
020	20.91	22.07	23.30	24.61	25.99	27.41
021	21.43	22.62	23.89	25.23	26.60	28.07
022	21.94	23.18	24.52	25.84	27.30	28.81
023	22.54	23.77	25.09	26.50	27.96	29.51
024	23.11	24.36	25.73	27.13	28.70	30.28
025	23.65	24.97	26.37	27.84	29.38	30.99
026	24.25	25.61	27.02	28.52	30.14	31.79
027	24.84	26.24	27.69	29.24	30.88	32.56
028	25.49	26.91	28.40	29.98	31.63	33.38
029	26.10	27.56	29.08	30.71	32.45	34.25
030	26.75	28.24	29.80	31.50	33.23	35.05
031	27.44	28.99	30.54	32.27	34.09	35.98
032	28.10	29.71	31.37	33.10	34.95	36.88
033	28.80	30.45	32.12	33.92	35.82	37.79
034	29.53	31.19	32.94	34.76	36.73	38.73
035	30.28	31.96	33.75	35.63	37.59	39.65
036	31.03	32.77	34.60	36.52	38.59	40.70
037	31.81	33.59	35.44	37.44	39.52	41.69
038	32.58	34.40	36.35	38.37	40.51	42.75
039	33.42	35.30	37.24	39.32	41.53	43.82
040	34.26	36.14	38.21	40.32	42.57	44.92
041	35.12	37.06	39.14	41.34	43.61	46.01
042	36.03	37.99	40.13	42.36	44.70	47.16
043	36.90	38.94	41.12	43.42	45.81	48.34
044	37.81	39.94	42.16	44.51	46.95	49.52
045	38.76	40.92	43.20	45.63	48.19	50.85
046	39.74	41.95	44.34	46.73	49.37	52.09
047	40.72	42.99	45.40	47.95	50.62	53.40
048	41.74	44.09	46.54	49.11	51.87	54.73
049	42.78	45.20	47.68	50.37	53.15	56.09
050	43.86	46.32	48.91	51.64	54.51	57.51

APPENDIX B

MOUs REGARDING COVID-19

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS HACIENDA LA PUENTE 115  
CHAPTER RETURNING TO WORK

This Memorandum of Understanding (hereinafter, "MOU") is entered by and between the Hacienda La Puente (hereinafter, "District") and the California School Employees Association and its Hacienda La Puente 115 Chapter (hereinafter, "CSEA") regarding the negotiated effects of the District's decision to safely reopen school sites and educate students in the 2020-21 school year, in compliance with state and local health and safety guidelines.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. The parties recognize the importance of developing and implementing prudent measures to prevent District employees, students and visitors from being exposed to or infected with COVID-19, as recommended or mandated by state and local health authorities. The parties recognize that the decision to reopen school sites in the 2020-21 school year, in compliance with local and state health guidelines, has various negotiable impacts and effects on classified unit members and that this MOU is intended to address those impacts and effects.

To these ends, the District and CSEA agree as follows:

1. **Health and Safety:** In addition to the safety requirements already set forth in the parties' collective bargaining agreement and required by state and federal laws, the District shall adhere to applicable COVID-19 protocols issued by the Los Angeles County Department of Public Health as the ruling authority and guidance from the California Department of Public Health ("CDPH"), COVID-19 Industry Guidance: Schools and School Based Programs and the Centers for Disease Control and Prevention (CDC). The parties recognize that these COVID-19 related health and safety guidelines are set forth and incorporated into the District's Plan for Reopening Schools. CSEA unit members must adhere to and maintain all safety standards and working conditions set forth by the district. It is understood that not complying with the safety standards in place can create an unsafe working environment.
  - a. If the guidance creates a change in working conditions for CSEA bargaining unit employees, CSEA reserves the right to bargain the impact and effect of those changes.
  - b. The District will inform the CSEA Chapter 115 President within a 48-hour period should it learn of a confirmed coronavirus infection of a District employee or student. The District will send out an email notifying the Chapter President of the campus/worksite/work location as well as the dates the risk of infection could have taken place as long as the information does not identify the infected case. In the event any District school or worksite must be closed due to COVID-19, classified unit members will not suffer the loss of any pay or benefits.
    - i. If the District shuts down a campus more than twice, the District will meet with CSEA to discuss updated safety measures to prevent further infection from occurring

- c. The District will follow the most current LADPH Protocols for reopening of schools, [http://publichealth.lacounty.gov/media/coronavirus/docs/protocols/Reopening\\_K12Schools.pdf](http://publichealth.lacounty.gov/media/coronavirus/docs/protocols/Reopening_K12Schools.pdf)
  - d. A supervisor or manager will be responsible for ensuring that all employees have adequate PPE. This person is assigned to ensure that all employees are following the guidelines, such as social distancing, wearing gloves, masks, or gowns, sanitizing work areas and hands, etc., as appropriate.
2. **Reporting Unsafe Conditions:** In the interest of protecting community and workplace health during the COVID-19 pandemic, any employee must report, in writing, any unsafe condition in the working environment related to COVID-19 to the immediate supervisor specifying why the employee feels the work conditions are unsafe. All employees shall be directed to complete alternate work or work under modified conditions as directed by the District if the District and the employee believe certain work conditions are unsafe.
- a. This method of resolving safety concerns shall not displace the right to file OSHA or other administrative complaints or to bring a grievance for violation of this agreement.
    - i. The supervisor will assign alternate work until conditions are made safe for the employee. Employees will not suffer a loss of pay or deduction of leave during this period.
  - b. The District shall enforce appropriate limitations to the access of school sites, including the passive screening of visitors and limits on community member access. The District agrees to enforce LADPH guidelines, requiring all employees and campus visitors to wear a mask while on District property.
    - i. Should the infection rates in a school site, office or area of the community increase, a more active screening may be implemented to ensure the safety of employees and prevent the spread of COVID-19; such as temperature, scent, and wellness checks upon entry. To maintain a healthy work environment, CSEA will encourage bargaining unit members to stay home if they have any symptoms of COVID-19.
      - 1. Individuals are to complete the following procedure prior to leaving their home. Screening at home protocols (passive model)
        - a. Temperature below 100.4 F
        - b. No symptoms of cough, shortness of breath, difficulty breathing, and chills.
        - c. Stay home if feeling ill
        - d. Stay home if contact with a person known to be infected with COVID-19 in the last 14 days
        - e. The District will not request doctor's notes unnecessarily and CBA 14.3.9 will be followed as needed
        - f. An employee exhibiting symptoms of a COVID-19 related illness will be sent home and any areas of contact closed off. Non-contact medical thermometers shall be used to check an employee's temperature after returning from quarantine or recovery from coronavirus. The District will not keep records on the specific degree of an employee's temperature that was taken.

3. **Protective Personal Equipment (PPE)**: The District will ensure employees have access to adequate personal protective equipment recommended by public health officials. The District will maintain an ongoing supply of personal protective equipment easily accessible in visible areas for access, all employees will be informed of where they can access PPE. If there is a shortage of PPE, the District will notify CSEA during twice a month check-ins.
  1. **Masks**-The District shall require the use of facial coverings ("masks") for all staff, and visitors in accordance with federal, state, and local guidelines currently in effect, unless working in an isolated space. Individuals who cannot wear a mask because of a documented health issue shall instead be required to wear a face shield and neck drape (tucked into the shirt). In the event an individual refuses to abide by these requirements, the District shall deny entry onto District property.
  2. **Gloves**- the District shall provide gloves for use when on campus as needed per industry guidance.
  3. **Hand Sanitizer/soap**- The District shall have hand sanitizer available for all workspaces.
4. **Social Distancing**: The District agrees to maintain physical distancing standards in school facilities and vehicles, including but not limited to the following components:
  - a. **Limit the number of people in a work area to the number that can be reasonably accommodated while maintaining a minimum of six feet of distance between individuals.**
    - i. The District will provide physical social distancing guides, such as tape on the floor or signage to ensure individuals are following social distancing protocols
    - ii. The District will maintain appropriate changes to the physical layout to maintain physical distancing such as sneeze guards and barriers. Where 6 feet of distance is not possible, employee may be moved to alternate workspace, or given additional PPE as appropriate.
    - iii. Visitors will be asked to make appointments whenever possible. Electronic and virtual communication will be utilized whenever feasible and will remain the preferred way of communication.
    - iv. Physical barriers will be installed in front offices at points of primary public contact.
5. **Training**: The District will provide training, in areas as needed to ensure compliance with LADPH guidelines. CSEA and the District will work together to identify additional trainings as needed by CSEA bargaining unit members. Trainings will be provided electronically/virtually when possible. Training and materials review will be done during established work time.
6. **Cleaning and Disinfecting**
  - i. The District shall ensure all work sites are adequately cleaned and disinfected before people return to work
  - ii. Campus cleaning protocols follow LACDPH protocols and CDPH guidelines for cleaning, disinfection, and ventilation of school campuses. Common touch surfaces will be cleaned frequently to prevent the spread COVID-19, it is encouraged for employees to clean the surfaces frequently (e.g. counter tops, door handles, restrooms)



- iii. The District will ensure that all classrooms (when in use, prior to use) common areas, restrooms, and workspaces are cleaned and disinfected daily
- iv. The District shall provide, disinfectant, and wipes. Employees will be provided all necessary PPE including Tyvek suits and gowns when disinfecting areas that may have been infected.
- v. The District will provide training in areas as needed to ensure compliance with LADPH guidelines
- vi. Unit members shall assist with sanitizing the classroom, office, or work location after each class break, and/or staff or student visitor. Sanitizing is defined as spraying District approved and supplied disinfectant without wiping, on classroom surfaces, such as desks, tables, chairs, shared materials and supplies between student groups, and leaving to dry for no less than 10 minutes. The District shall provide a virtual training or video for proper execution of sanitation.

**5. Leaves:**

- a. HR6201/FFCRA: The District will comply with all the most current guidelines and requirements of The Families First Coronavirus Response Act. All provisions in the FFCRA apply as written. This paragraph does not affect an employee's right to take a leave of absence for any other reason permitted by the collective bargaining agreement and state or federal laws.
  - i. In the event a CSEA bargaining-unit employee needs to utilize provisions of FFCRA, the District will provide the employee with the information and assist them in completing the forms.
  - ii. The parties recognize that such leave as provided by HR 6201 shall be available to all District employees in the appropriate circumstances, and shall be drawn prior to any other forms of paid or unpaid leave available to such employees
- b. Employees that the Superintendent or Designee requires to quarantine due to exposure at work will be provided the opportunity to telework, as appropriate, at no loss of pay or accrued leave time.
- c. Employees whose child(ren)'s school site or child-care center is closed in full or in part, due to COVID-19 will be able to request telework accommodations. The immediate supervisor and district will make final decisions on approving telework; the district will not unreasonably deny this request. Any employee approved for telework that fails to fulfill their assigned job duties will be returned to regular work status. Should an employee not be approved for telework they may utilize the Extended FMLA under the FFCRA.

- 6. **At Risk Employees:** The parties recognize that the Centers for Disease Control ("CDC") has advised that individuals are at increased risk for severe illness due to COVID-19 because of certain underlying health conditions. If an employee has such an underlying health condition and that condition qualifies as a "disability" under the Americans with Disabilities Act ("ADA") or California Fair Employment and Housing Act ("FEHA"), the employee will notify the district immediately. The District and employee will promptly engage in the interactive process to discuss whether the employee can safely and effectively perform his or her essential duties, with or without a reasonable accommodation. Employees and the CSEA representative(s) will have the option to participate in interactive meeting(s) through phone or videoconferencing

- a. If the employee's underlying health condition does not qualify as a "disability" under the ADA or FEHA, or if an employee has an individual within their household deemed "High Risk" the District and employee will, upon the employee's request, discuss reasonable alternatives to the employee's current assignment with the goal of ensuring the employee can safely and effectively perform his or her essential duties. Such reasonable alternatives may include, among other things, whether the employee may effectively and safely work remotely, at a different location or in a different assignment. The parties understand that this discussion is outside of the accommodations process required by the ADA and FEHA. If accommodations are unable to be provided the district will determine if there are other positions available for which the employee is qualified. If positions are unavailable, the employee will be eligible to utilize available leaves. If reasonable accommodations are not practicable, the District should work with the employee to develop a flexible plan that endeavors to avoid exhausting the employee's earned leave.
  - b. As part of either of the processes above, the District reserves the right to request the employee to provide a Doctor's note to verify that he or she has an underlying health condition recognized by the CDC as increasing the employee's risk of severe illness due to COVID-19.
7. **Workers Compensation:** The District will continue to follow all workers compensation regulations.
8. **Work Hours and Compensation:** CSEA understands the importance our bargaining unit members play in supporting the education of our students via distance learning. In order to support our students and to provide a safe working environment for employees during the COVID-19 pandemic. CSEA bargaining unit employees will be assigned to work at one work location, as much as feasible to limit the spread from one location to another.
  - a.-: Prior to any employee returning to work the District will ensure all safety measures are put in place. The District will provide employees a forty-eight (48) hour notice prior to requesting that employees return to their site, this includes employees who are telecommuting but does not include employees who are on a remote work plan rotation or schedule. The District recognizes employees who are telecommuting may have the challenges, such as childcare.
    - a. Employees will use the Request for Remote Work form. The District will review requests for remote work based on the job description of the classification and the plan from the employee for how they will be able to complete their duties remotely. Each plan will need to be approved by the supervisor in charge of the site, department, or program.
9. **Child-care:** The District will work with CSEA to try to implement onsite childcare for the children of any employee-reporting to work on a campus or worksite, on a limited basis, at no cost to the employee. The District and CSEA will meet to discuss the status at the twice monthly check in meetings.
10. **Evaluations:** Due to the many changes to work assignments of unit members, the evaluation for this school year will not have rankings but will have supervisor comments and feedback.
11. **Communication:**
  - a. The District and Association will meet twice a month unless issues necessitate more frequent meetings. When necessary, this communication may take place via telephone or videoconferencing. A request by either party to meet more frequently shall be made in writing and the issue(s) identified. The purpose of this meeting is for CSEA and the District to work together to find the best path for the students, staff, and communities. CSEA and the District will work as partners regarding information gathering and developing plans. The District and CSEA representatives will treat each other respectfully at all meetings. It is understood that participation in such meetings does not waive CSEA's right to bargain the effects of any changes, such as but not limited to; working conditions, hours, and wages.

- b. The District agrees to maintain the most current and relevant communication on the district website, [www.hllpschools.org](http://www.hllpschools.org).
12. **Possible School Closure:** In the event any District school or worksite must be closed by order of the Los Angeles County Department of Public Health due to COVID-19, classified unit members will not suffer the loss of any pay, leave, or benefits relative to their regular schedules for the period of closure, provided that the District does not experience a decline in state funding during the period of closure. This section does not affect the District's ability to layoff or reduce the hours of unit members due to lack of work or lack of funds, as permitted by state law and the collective bargaining agreement, or CSEA's right to bargain the effects of changes in the working conditions of bargaining unit employees.
- a. If necessary, to close a District school or worksite due to COVID-19, the affected unit members generally will not be required to report to their regular work locations. However, the District may direct unit members to perform work remotely or at an assigned work location during their regular work hours, to ensure that essential District services continue. The District may also assign unit members emergency duties as disaster service workers, pursuant to Government Code sections 3100-3109.
- b. If an Executive Order that initiates a school closure is ordered by the Governor, the district will meet with CSEA to discuss essential work duties.
- c. The District will implement a plan to allow employees to work from home whenever possible. The district will not unreasonably deny an employee's request to work remotely.
13. **Temporary Out-of-Class Duties:** The parties recognize that, due to the unique circumstances presented by COVID-19, it may be necessary for the District to temporarily assign duties to employees that are not reasonably related to their regular duties. Duties may include services related or in support of: Learning Loss Mitigation, health and safety of students, preparation of school sites for school campus re-opening, other activities that are necessary to maintain the operations and continuity of services during COVID-19. The District will maintain communication through their twice a month check in with CSEA regarding any expected need to change the duties of CSEA bargaining unit employees. CSEA retains the right to meet and bargain the effects of any changes in working conditions.
- a. The parties understand and agree that the assignment of these out-of-class responsibilities will be temporary. The District will ensure, prior to assigning such out-of-class responsibilities, that the unit member is either already qualified or will receive appropriate training to perform those responsibilities.
- b. Employees performing duties outside of their regular job description, will not receive discipline related to job performance. The District maintains the right to discipline employees for conduct related purposes. Employees will not be assigned duties which require specialized skill trades (i.e. plumbing, electrical, HVAC). CSEA understands the need to be flexible, the District understands that this flexibility will not create displacement of CSEA bargaining unit employees.
14. Included by reference in this MOU are the following documents as well as website in which the document can be located;
- a. LADPH:  
[http://publichealth.lacounty.gov/media/coronavirus/docs/protoco1s/Reopening\\_K12Schools.pdf](http://publichealth.lacounty.gov/media/coronavirus/docs/protoco1s/Reopening_K12Schools.pdf)
- b. CDPH: <https://files.covid19.ca.gov/pdf/guidance-schools.pdf>

- c. CDC: <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/schools.html>
- d. FFCRA: <https://www.dol.gov/agencies/whd/pandemic/ffcra-employer-paid-leave>

The MOU is being entered solely under context and circumstances of the COVID-19 pandemic and is not precedent setting. The parties agree this Memorandum of Understanding is non-precedential, will not bind the parties in any future action beyond the duration of this agreement whether under similar circumstances or not. This MOU shall remain in effect until the end of the day on December 31, 2020, unless mutually agreed upon to extend or terminate the agreement. This does not waive CSEA's right to bargain the effects of any changes in working condition.

This MOU is subject the CSEA 610 process.

Dated: 9-11 2020

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District

Dated: 9/11 2020

By: [Signature]  
District

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District

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By: [Signature]  
District

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District

Dated: 09/11/20

By: [Signature]  
California School Employees Association

Dated: 09/11/2020

By: [Signature]  
California School Employees Association

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California School Employees Association

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By: [Signature]  
California School Employees Association

Dated: 9/11/2020

By: [Signature]  
California School Employees Association

Dated: 9/11/2020

By: Sue Walker  
California School Employees Association

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS HACIENDA LA PUENTE 115  
CHAPTER  
RETURNING TO WORK

This Memorandum of Understanding (hereinafter, "MOU") is entered by and between the Hacienda La Puente (hereinafter, "District") and the California School Employees Association and its Hacienda La Puente 115 Chapter (hereinafter, "CSEA") regarding the negotiated effects of the District's decision to safely reopen school sites and educate students in the 2020-21 school year, in compliance with state and local health and safety guidelines.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. The parties recognize the importance of developing and implementing prudent measures to prevent District employees, students and visitors from being exposed to or infected with COVID-19, as recommended or mandated by state and local health authorities. The parties recognize that the decision to reopen school sites in the 2020-21 school year, in compliance with local and state health guidelines, has various negotiable impacts and effects on classified unit members and that this MOU is intended to address those impacts and effects.

To these ends, the District and CSEA agree as follows:

1. **Health and Safety:** In addition to the safety requirements already set forth in the parties' collective bargaining agreement and required by state and federal laws, the District shall adhere to applicable COVID-19 protocols issued by the Los Angeles County Department of Public Health as the ruling authority and guidance from the California Department of Public Health ("CDPH"), COVID-19 Industry Guidance: Schools and School Based Programs and the Centers for Disease Control and Prevention (CDC). The parties recognize that these COVID-19 related health and safety guidelines are set forth and incorporated into the District's Plan for Reopening Schools. CSEA unit members must adhere to and maintain all safety standards and working conditions set forth by the district. It is understood that not complying with the safety standards in place can create an unsafe working environment.
  - a. If the guidance creates a change in working conditions for CSEA bargaining unit employees, CSEA reserves the right to bargain the impact and effect of those changes.
  - b. The District will inform the **CSEA authorized employee representatives, (authorized employee representatives is defined as CSEA LRR and CSEA chapter president) within one business day** should it learn of a confirmed coronavirus infection of a District employee or student. The District **will continue** to send out an email notifying the **authorized representatives** of the campus/worksite/work location as well as the dates the risk of infection

could have taken place as long as the information does not identify the infected case. In the event any District school or worksite must be closed due to COVID-19, classified unit members will not suffer the loss of any pay or benefits.

- i. If the District shuts down a campus more than twice, the District will meet with CSEA to discuss updated safety measures to prevent further infection from occurring.
  - c. The District will follow the most current LADPH Protocols for reopening of schools,  
[http://publichealth.lacounty.gov/media/coronavirus/docs/protocols/Reopening\\_K12Schools.pdf](http://publichealth.lacounty.gov/media/coronavirus/docs/protocols/Reopening_K12Schools.pdf)
  - d. A supervisor or manager will be responsible for ensuring that all employees have adequate PPE. This person is assigned to ensure that all employees are following the guidelines, such as social distancing, wearing gloves, masks, or gowns, sanitizing work areas and hands, etc., as appropriate.
2. Reporting Unsafe Conditions: In the interest of protecting community and workplace health during the COVID-19 pandemic, any employee must report, in writing, any unsafe condition in the working environment related to COVID-19 to the immediate supervisor specifying why the employee feels the work conditions are unsafe. All employees shall be directed to complete alternate work or work under modified conditions as directed by the District if the District and the employee believe certain work conditions are unsafe.
  - a. This method of resolving safety concerns shall not displace the right to file OSHA or other administrative complaints or to bring a grievance for violation of this agreement.
    - i. The supervisor will assign alternate work until conditions are made safe for the employee. Employees will not suffer a loss of pay or deduction of leave during this period.
  - b. The District shall enforce appropriate limitations to the access of school sites, including the passive screening of visitors and limits on community member access. The District agrees to enforce LADPH guidelines, requiring all employees and campus visitors to wear a mask while on District property.
    - i. **The District will utilize an electronic daily, verifiable symptom screening process. Every employee will receive an initial email to setup the mode in which the employee prefers to receive the daily symptom screening process. The symptom checker will indicate whether or not the employee may report to work.**
      1. **These responses will be sent to the designated supervisor.**
      2. **Should an employee feel that the results of their screening are inaccurate they will contact their supervisor to discuss.**
        - a. **If the supervisor and employee disagree with the results, the employee can speak to Human Resources to discuss the results and determine outcome.**

- b. Working remotely will be considered for any employee not able to work due to the outcome of the symptom checker process. This request will not be unreasonably denied.
  - c. The District requires employees to stay home if they are sick. They must be free of any COVID-19 symptoms, or have a Doctor's note, indicating that symptoms are not COVID-19 related and that it is safe to return to work. CSEA actively encourages all employees to stay home if they are experiencing symptoms related to COVID-19 in compliance with LADPH guidance and district direction. Employees can request to work remotely during this time, this request will not be unreasonable denied.
  - d. The symptom checker can be sent via email or text.
  - e. Employees who are unable to complete the symptom checker electronically must call and speak with their supervisor to complete the symptom checker prior to the start of shift and/or reporting to work. If the employee calls and leaves a message, they will not be penalized for any delay in response by the supervisor. Employees may still be required to report to work, but their tardiness will not be held against them. Per 14.3.7 of the collective bargaining agreement, "...the employee must notify his supervisor of his absence as soon as possible, but no later than one hour prior to the start of the workday unless conditions make notification impossible." Employees shall follow this same guidance as it relates to calling their supervisor in lieu of the electronic symptom checker.
- ii. Should the infection rates in a school site, office or area of the community increase, a more active screening may be implemented to ensure the safety of employees and prevent the spread of COVID-19; such as temperature, scent, and wellness checks upon entry. To maintain a healthy work environment, CSEA will encourage bargaining unit members to stay home if they have any symptoms of COVID-19.
1. Individuals are to complete the following procedure prior to leaving their home. Screening at home protocols (passive model)
    - a. Temperature below 100.4 F
    - b. No symptoms of cough, shortness of breath, difficulty breathing, and chills.
    - c. Stay home if feeling ill



- d. Stay home if contact with a person known to be infected with COVID-19 in the last 14 days
  - e. The District will not request doctor's notes unnecessarily and CBA 14.3.9 will be followed as needed
  - f. An employee exhibiting symptoms of a COVID-19 related illness will be sent home and any areas of contact closed off. Non-contact medical thermometers shall be used to check an employee's temperature after returning from quarantine or recovery from coronavirus. The District will not keep records on the specific degree of an employee's temperature that was taken.
  - g. **The District and the Los Angeles County Department of Public Health requires employees to self-quarantine if they or a household member(s) is waiting on test results has been exposed to COVID-19, has symptoms of COVID-19, or a positive test result. CSEA actively encourages employees to self-quarantine if a household member(s) of the employee is waiting on test results, has been exposed to COVID-19, has COVID-19 symptoms, or a positive test result. Employees who have secondary employment or whose household members are required by their employer to periodically test as a condition of employment will only be held to the self-quarantine requirements when no one has symptoms, been exposed, or has a positive test result.**
    - iii. **Prior to students returning to campus, CSEA will be notified. CSEA and the District will meet to discuss the effects of this decision.**
3. **Protective Personal Equipment (PPE)** The District will ensure employees have access to adequate personal protective equipment recommended by public health officials.
- i. The District will maintain an ongoing supply of personal protective equipment easily accessible in visible areas for access, all employees will be informed of where they can access PPE. **Employees will submit requests in writing for additional PPE to their office manager and/or supervisor; requests will be filled in a timely manner, as urgently as possible, should an emergency arise employees can request immediate access to PPE.** If there is a shortage of PPE, the District will notify CSEA during twice a month check-ins.
    - 1. Masks-The District shall require the use of facial coverings ("masks") for all staff, and visitors in accordance with federal, state, and local guidelines currently in effect, unless working

alone in an office. Individuals who cannot wear a mask because of a documented health issue shall instead be required to wear a face shield with neck drape (tucked into the shirt). In the event an individual refuses to abide by these requirements, the District shall deny entry onto District property.

2. Gloves- The District shall provide gloves for use when on campus as needed per industry guidance.
3. Hand Sanitizer/soap- The District shall have hand sanitizer available for all workspaces.

4. Social Distancing: The District agrees to maintain physical distancing standards in school facilities and vehicles, including but not limited to the following components:
  - a. limit the number of people in a work area to the number that can be reasonably accommodated while maintaining a minimum of six feet of distance between individuals.
    - i. The District will provide physical social distancing guides, such as tape on the floor or signage to ensure individuals are following social distancing protocols
    - ii. The District will maintain appropriate changes to the physical layout to maintain physical distancing such as sneeze guards and barriers. Where 6 feet of distance is not possible, employee may be moved to alternate workspace, or given additional PPE as appropriate.
    - iii. Visitors will be asked to make appointments whenever possible. Electronic and virtual communication will be utilized whenever feasible and will remain the preferred way of communication.
    - iv. Physical barriers will be installed in front offices at points of primary public contact.
5. Training: The District will provide training, in areas as needed to ensure compliance with LADPH guidelines. CSEA and the District will work together to identify additional trainings as needed by CSEA bargaining unit members. Trainings will be provided electronically/virtually when possible. Training and materials review will be done during established work time.
6. Cleaning and Disinfecting
  - i. The District shall ensure all work sites are adequately cleaned and disinfected before people return to work
  - ii. Campus cleaning protocols follow LACDPH protocols and CDPH guidelines for cleaning, disinfection, and ventilation of school campuses. Common touch surfaces will be cleaned frequently to prevent the spread COVID-19, it is encouraged for employees to clean the surfaces frequently (e.g. counter tops, door handles, restrooms)
  - iii. The District will ensure that all classrooms (when in use, prior to use) common areas, restrooms, and workspaces are cleaned and disinfected daily

- iv. The District shall provide, disinfectant, and wipes. Employees will be provided all necessary PPE including Tyvek suits and gowns when disinfecting areas that may have been infected.
- v. The District will provide training in areas as needed to ensure compliance with LADPH guidelines
- vi. Unit members shall assist with sanitizing the classroom, office, or work location after each class break, and/or staff or student visitor. Sanitizing is defined as spraying District approved and supplied disinfectant without wiping, on classroom surfaces, such as desks, tables, chairs, shared materials and supplies between student groups, and leaving to dry for no less than 10 minutes. The District shall provide a virtual training or video for proper execution of sanitation.

7. Leaves:

- a. **HR6201 Families First Coronavirus Response Act has sunset. The district will provide a maximum of 80 hours of COVID leave to employees who have not previously used all the hours provided for in FFCRA.**
- b. **HLPUSD will adhere to the current LADPH order on travel mandates.**
- c. **Employees that the Superintendent or Designee requires to quarantine due to exposure at work will be provided the opportunity to telework, as appropriate, at no loss of pay or accrued leave time.**
- d. **Employees eligible to receive the vaccine may schedule appointments for themselves or dependents during the workday if no other appointment times are available at no loss of pay or accrued leave time.**
- e. **Employees that develop symptoms after receiving the vaccine will be allowed to telework, as appropriate, for up to 48 hours from the time of vaccination at no loss of pay or accrued leave time.**

8. At Risk Employees: The parties recognize that the Centers for Disease Control ("CDC") has advised that individuals are at increased risk for severe illness due to COVID-19 because of certain underlying health conditions. If an employee has such an underlying health condition and that condition qualifies as a "disability" under the Americans with Disabilities Act ("ADA") or California Fair Employment and Housing Act ("FEHA"), the employee will notify the district immediately. The District and employee will promptly engage in the interactive process to discuss whether the employee can safely and effectively perform his or her essential duties, with or without a reasonable accommodation. Employees and the CSEA representative(s) will have the option to participate in interactive meeting(s) through phone or videoconferencing

- a. If the employee's underlying health condition does not qualify as a "disability" under the ADA or FEHA, or if an employee has an individual within their household deemed "High Risk" the District and employee will, upon the employee's request, discuss reasonable alternatives to the employee's current assignment with the goal of ensuring the employee can safely and effectively perform his or her essential duties. Such reasonable alternatives may include, among other things, whether the employee may

effectively and safely work remotely, at a different location or in a different assignment. The parties understand that this discussion is outside of the accommodations process required by the ADA and FEHA. If accommodations are unable to be provided the district will determine if there are other positions available for which the employee is qualified. If positions are unavailable, the employee will be eligible to utilize available leaves. If reasonable accommodations are not practicable, the District should work with the employee to develop a flexible plan that endeavors to avoid exhausting the employee's earned leave.

- b. As part of either of the processes above, the District reserves the right to request the employee to provide a Doctor's note to verify that he or she has an underlying health condition recognized by the CDC as increasing the employee's risk of severe illness due to COVID-19.
9. Workers Compensation: The District will continue to follow all workers compensation regulations.
  10. Work Hours and Compensation: CSEA understands the importance our bargaining unit employees play in supporting the education of our students via distance learning. In order to support our students and to provide a safe working environment for employees during the COVID-19 pandemic. CSEA bargaining unit employees will be assigned to work at one work location, as much as feasible to limit the spread from one location to another.
    - a. Prior to any employee returning to work the District will ensure all safety measures are put in place. The District will provide employees a forty-eight (48) hour notice prior to requesting that employees return to their site, this includes employees who are telecommuting but does not include employees who are on a remote work plan rotation or schedule. The District recognizes employees who are telecommuting may have the challenges, such as childcare.
    - b. Employees will use the "Request for Remote Work" form. The District will review requests **for remote work based on the job description of the classification and the plan from the employee for how they will be able to complete their duties remotely. Employees will be provided a copy of their "Request for Remote work" form submitted. The District sent an email to all employees informing them of the process to request remote work. Each plan will need to be approved by supervisor in charge of the site, department, or program, request to work remotely will not be unreasonably denied.**
      - i. **If an employee's request to work remotely is denied they may contact their supervisor to discuss further. The employee may appeal the denial by submitting their denied request to Human Resources.**
    - c. **Employees required to work on site will be paid an additional five dollars (\$5.00) per hour to their regular rate of pay for the hours the employee is required by the District to work on site. The \$5.00 per hour pay will be retroactive to January 1, 2021. Due to the increased exposure of COVID-**

**19 the District will continue to reduce the level of on-site staff that is required by the District to maintain district business. Existing remote work plans will continue for the duration of this agreement unless altered to accommodate district need.**

d. **Employees may request laptops that are available for use.**

11. Child-care: The District will work with CSEA to try to implement onsite childcare for the children of any employee-reporting to work on a campus or worksite, on a limited basis, at no cost to the employee. The District and CSEA will meet to discuss the status at the twice monthly check in meetings.
12. Evaluations: Due to the many changes to work assignments of unit members, the evaluation for this school year will not have rankings but will have supervisor comments and feedback.
13. Communication:
  - a. The District and Association will meet twice a month unless issues necessitate more frequent meetings. When necessary, this communication may take place via telephone or videoconferencing. A request by either party to meet more frequently shall be made in writing and the issue(s) identified. The purpose of this meeting is for CSEA and the District to work together to find the best path for the students, staff, and communities. CSEA and the District will work as partners regarding information gathering and developing plans. The District and CSEA representatives will treat each other respectfully at all meetings. It is understood that participation in such meetings does not waive CSEA's right to bargain the effects of any changes, such as but not limited to, working conditions, hours, and wages.
  - b. The District agrees to maintain the most current and relevant communication on the district website, [www.hlpschools.org](http://www.hlpschools.org).
14. Possible School Closure: In the event any District school or worksite must be closed by order of the Los Angeles County Department of Public Health due to COVID-19, classified unit members will not suffer the loss of any pay, leave, or benefits relative to their regular schedules for the period of closure, provided that the District does not experience a decline in state funding during the period of closure. This section does not affect the District's ability to layoff or reduce the hours of unit members due to lack of work or lack of funds, as permitted by state law and the collective bargaining agreement, or CSEA's right to bargain the effects of changes in the working conditions of bargaining unit employees.
  - a. If necessary, to close a District school or worksite due to COVID-19, the affected unit members generally will not be required to report to their regular work locations. However, the District may direct unit members to perform work remotely or at an assigned work location during their regular work hours, to ensure that essential District services continue. The District may also assign unit members emergency duties as disaster service workers, pursuant to Government Code sections 3100-3109.
  - b. If an Executive Order that initiates a school closure is ordered by the Governor, the district will meet with CSEA to discuss essential work duties.

- c. The District will implement a plan to allow employees to work from home whenever possible. The district will not unreasonably deny an employee's request to work remotely.
15. Temporary Out-of-Class Duties: The parties recognize that, due to the unique circumstances presented by COVID-19, it may be necessary for the District to temporarily assign duties to employees that are not reasonably related to their regular duties. Duties may include services related or in support of: Learning Loss Mitigation, health and safety of students, preparation of school sites for school campus re-opening, other activities that are necessary to maintain the operations and continuity of services during COVID-19. The District will maintain communication through their twice a month check in with CSEA regarding any expected need to change the duties of CSEA bargaining unit employees. CSEA retains the right to meet and bargain the effects of any changes in working conditions.
  - a. The parties understand and agree that the assignment of these out-of-class responsibilities will be temporary. The District will ensure, prior to assigning such out-of-class responsibilities, that the unit member is either already qualified or will receive appropriate training to perform those responsibilities.
  - b. Employees performing duties outside of their regular job description, will not receive discipline related to job performance. The District maintains the right to discipline employees for conduct related purposes. Employees will not be assigned duties which require specialized skill trades (i.e. plumbing, electrical, HVAC). CSEA understands the need to be flexible, the District understands that this flexibility will not create displacement of CSEA bargaining unit employees.
16. Included by reference in this MOU are the following documents as well as website in which the document can be located.
  - a. LADPH:  
[http://publichealth.lacounty.gov/media/coronavirus/docs/protocols/Reopening\\_K12Schools.pdf](http://publichealth.lacounty.gov/media/coronavirus/docs/protocols/Reopening_K12Schools.pdf)
  - b. CDPH: <https://files.covid19.ca.gov/pdf/guidance-schools.pdf>
  - c. CDC: <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/schools.html>
  - d. FFCRA: <https://www.dol.gov/agencies/whd/pandemic/ffcra-employer-paid-leave>
  - e. **OSHA: <https://www.dir.ca.gov/dosh/coronavirus/ETS.html>**

The MOU is being entered solely under context and circumstances of the COVID-19 pandemic and is not precedent setting. The parties agree this Memorandum of Understanding is non-precedential, will not bind the parties in any future action beyond the duration of this agreement whether under similar circumstances or not. This MOU shall remain in effect **until the Board of Education determines we will reopen for small group, hybrid or in-person instruction or the end of day on June**

**30, 2021, whichever comes first. This MOU may be terminated if mutually agreed upon.** This does not waive CSEA's right to bargain the effects of any changes in working condition.

This MOU is subject to the CSEA 610 process.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
District

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California School Employees Association

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Dated: \_\_\_\_\_

By: \_\_\_\_\_

California School Employees Association

Dated: 02/05/2021

By:  \_\_\_\_\_

California School Employees Association



d. FFCRA: <https://www.dol.gov/agencies/whd/pandemic/ffcra-employer-paid-leave>

e. OSHA: <https://www.dlr.ca.gov/dosh/coronavirus/ETS.html>

The MOU is being entered solely under context and circumstances of the COVID-19 pandemic and is not precedent setting. The parties agree this Memorandum of Understanding is non-precedential, will not bind the parties in any future action beyond the duration of this agreement whether under similar circumstances or not. This MOU shall remain in effect until the Board of Education determines we will reopen for small group, hybrid or in-person instruction or the end of day on June 30, 2021, whichever comes first. This MOU may be terminated if mutually agreed upon. This does not waive CSEA's right to bargain the effects of any changes in working condition.

This MOU is subject to the CSEA 610 process.

Dated: 2/9/21

By: [Signature]  
District

Dated: 2/16/21

By: Charles Park  
District

Dated: 2/16/21

By: [Signature]  
District

Dated: 2/16/21

By: [Signature]  
District

Dated: 2/16/2021

By: Cynthia Adelle  
District

Dated: 2/19/21

By: [Signature]  
District

Dated: 2/19/21

By: [Signature]  
California School Employees Association

Dated: 2/9/21

By: [Signature]  
California School Employees Association

Dated: 2/9/2021

By: [Signature]  
California School Employees Association

Dated: 2/19/21

By: [Signature]

Dated: 2/19/2021

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California School Employees Association

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California School Employees Association

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California School Employees Association

Dated: 2/19/21

By: [Signature]  
California School Employees Association

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
California School Employees Association

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT AND  
CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION AND ITS HACIENDA LA  
PUENTE 115 CHAPTER

Return to play

March 31, 2021

This Memorandum of Understanding (hereinafter, "MOU") is entered by and between the Hacienda La Puente (hereinafter, "District") and the California School Employees Association and its Hacienda La Puente 115 Chapter (hereinafter, "CSEA") regarding the negotiated effects of the District's decision to safely return of sports back on campus for the 2020-21 school year, in compliance with state and local health and safety guidelines.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. The parties recognize the importance of developing and implementing prudent measures to prevent District employees, students, and visitors from being exposed to or infected with COVID-19, as recommended or mandated by state and local health authorities. The parties recognize that the decision to reopen sports on campus the 2020-21 school year, in compliance with local and state health guidelines, has various negotiable impacts and effects on classified unit members and that this MOU is intended to address those impacts and effects. The District and CSEA agree that we will follow the LACDPH guidance on return to play. If the county tier changes, we will follow that guidance.

To these ends, the District and CSEA agree as follows:

1. Training and Practices on Campus

- a. An administrator will be assigned on campus for the duration of any training and/or practice. The assigned Administrator(s) will be available to ensure individuals are following LADPH guidance and resolve any non-compliance situations in a timely manner.
  - i. Signs will be posted on entry and exiting gates informing our community that campuses are closed to the public. Individuals that are not there to participate in the scheduled practices and or any sporting event will be directed to leave the campus.
- b. Coaches will ensure that Student Athletes comply with all necessary and relevant LADPH guidance. Classified employees are not expected to ensure enforcement, and if guidance is not being followed the classified employee will inform the Coach and Administrator on Campus of any violations.
- c. Logs will be posted on locations that Student Athletes are entering, such as restrooms and/or locker rooms. An administrator or a District designee will only unlock restrooms that are needed based on proximity and use of student athletes. Administrators will avoid opening more than three (3) restrooms at a time.

- i. Student Athletes shall only utilize restrooms that are permitted.
- ii. A calendar will be posted in the custodians' break room (Dog House) including date, time, and location of all sporting events and practices. Custodians will be notified where they can locate this calendar.
- iii. Custodians will be provided additional and/or overtime hours should the cleaning go beyond their normal work hours. Custodians will be provided adequate time to complete duties assigned. These hours will be offered based on a rotating seniority in compliance with Article 22, Work periods and Overtime in the CBA.
- d. Employees will be provided training during work hours prior to utilizing any new equipment and/or materials.

## 2. Sporting events on Campus

- a. An administrator will be assigned on campus for the duration of any sporting event. The assigned Administrator will be available to ensure all individuals in attendance are following LADPH guidance and resolve any non-compliance situations in a timely manner.
- b. Employees will be provided additional and/or overtime hours should services be needed before, during, and after a sporting event. These hours will be offered to employees within the classification on a rotating seniority basis per Article 22 Work periods and overtime in the CBA.
- c. To maintain safety at our events, individuals that engage in inappropriate behaviors, such as arguing with others, will be asked to leave the sporting event, and not allowed re-entry for the rest of the game.
- d. Should an injury occur that needs medical attention, proper medical support will be called in. Classified employees working the sporting event will not be expected to provide medical services (bandaging/CPR/etc.). If lifesaving measures, such as CPR is needed during a sporting event individual(s) (e.g., campus police) that have the proper barriers and training may be able to assist.

## 3. Transportation

- a. Bus Drivers will be provided adequate training on new cleaning and disinfecting processes during work hours prior to their assignment.
  - i. Bus Drivers will be provided adequate paid time to complete necessary cleaning and disinfecting procedures before and after all bus rides.
  - ii. Bus Drivers will be provided access to all needed cleaning supplies.
  - iii. Transportation Supervisors will ensure that the proper markings are placed on the bus to ensure social distancing is observed.
- b. Bus Drivers will communicate with Student Athletes and/or coaches as needed. Bus Drivers will be the last to enter the bus and the first to exit upon arrival. Coaches will ensure that Students are following LADPH guidance

and are responsible to resolve any issues or concerns that arise.

- e. Bus Drivers will be assigned to a specific pod of students and complete the transportation needs for that day. Trips will be assigned to one bus driver to the full extent possible to limit the exposure of COVID-19 between staff and student athletes.
- d. Bus Drivers will maintain six (6) feet of social distancing from all others prior to boarding the bus and while driving.
  - i. To ensure six (6) feet of social distancing is observed during transportation the first two rows of seating on the driver side will be kept empty. The coach will occupy the first row seat on the opposite side which is 6 feet from the driver. The coach will maintain a minimum of six feet distancing from the driver while on the bus.

4. Miscellaneous

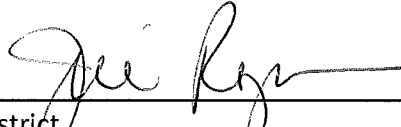
- a. Coaches and Administrators will ensure all student athletes and any guest in attendance of a training or sporting event are following LADPH guidance
- b. Included by reference in this MOU are the following documents as well as the website in which the document can be located.
  - i. LADPH:  
[http://publichealth.lacounty.gov/media/coronavirus/docs/protocols/Reopening\\_SportsLeagues.pdf](http://publichealth.lacounty.gov/media/coronavirus/docs/protocols/Reopening_SportsLeagues.pdf)
  - ii. OSHA: <https://www.dir.ca.gov/dosh/coronavirus/ETS.html>
- c. The MOU is being entered solely under context and circumstances of the COVID-19 pandemic and is not precedent setting. The parties agree this Memorandum of Understanding is non-precedential, will not bind the parties in any future action beyond the duration of this agreement whether under similar circumstances or not. This MOU shall remain in effect until the end of the day on August 3, 2021, unless mutually agreed upon to extend or terminate the agreement. This does not waive CSEA's right to bargain the effects of any additional changes in working conditions.


This MOU is subject the CSEA 610 process.

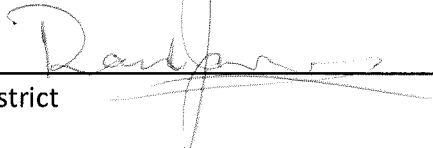
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