

COLLECTIVE
BARGAINING CONTRACT

between

SAN JUAN UNIFIED SCHOOL DISTRICT

and

SAN JUAN
SUPERVISORS ASSOCIATION

July 1, 2021 through June 30, 2023

COLLECTIVE BARGAINING CONTRACT

SAN JUAN SUPERVISORS ASSOCIATION

SAN JUAN UNIFIED SCHOOL DISTRICT

3738 Walnut Avenue, P.O. Box 477
Carmichael, California 95609-0477

BOARD OF EDUCATION

Michael McKibbin, Ed.D., President
Zima Creason, Vice President
Pam Costa, Clerk
Saul Hernandez, Member
Paula Villescaz, Member

ADMINISTRATION

Kent Kern, Superintendent of Schools
Melissa Bassanelli, Deputy Superintendent, Schools and Student Support
Linda C.T. Simlick, J.D., General Counsel
Trent Allen, APR, Chief of Staff
Frank Camarda, Chief Operations Officer
Jennifer Stahlheber, Chief Financial Officer
Debra Calvin, Ed.D., Assistant Superintendent, Educational Services
Paul Oropallo, Assistant Superintendent, Human Resources
Kristan Schnepf, Assistant Superintendent, Secondary Education and Programs
Amberlee Townsend-Snyder, Assistant Superintendent, Elementary Education and Programs
Peter Skibitzki, Senior Director, Technology
Daniel Thigpen, Senior Director, Labor Relations

SAN JUAN SUPERVISORS ASSOCIATION

Vacant, President
Tracy Boone, 1st Vice President
Josh Guess, 2nd Vice President
Andrew Freitas, Secretary

CONTRACT AGREEMENT

between

SAN JUAN UNIFIED SCHOOL DISTRICT

and

SAN JUAN SUPERVISORS ASSOCIATION

July 1, 2021 through June 30, 2023

SAN JUAN UNIFIED SCHOOL DISTRICT

SAN JUAN SUPERVISORS ASSOCIATION

Michael McKibbin, Ed.D., President
Board of Education

Vacant, President
SJSA Negotiating Team

Kent Kern
Superintendent of Schools

Andrew Freitas
SJSA Negotiating Team

Daniel Thigpen
Senior Director, Labor Relations
SJUSD Negotiating Team

Josh Guess
SJSA Negotiating Team

Tracy Boone
High School Custodial Supervisor
SJSA Negotiating Team

TABLE OF CONTENTS

ARTICLE 1	1
1. RECOGNITION	1
1.1 Exclusive Representative	1
1.2 Unit Determination	1
ARTICLE 2	2
2. CONTRACT PROVISIONS	2
2.1 Parties to the Contract.....	2
2.2 Savings	2
2.3 Content	2
2.4 Terms	2
2.5 Contract Printing.....	3
ARTICLE 3	4
3. ORGANIZATIONAL SECURITY AND RIGHTS	4
3.1 Remittance of Dues.....	4
3.2 New Employee in the Association	4
3.3 Defense and Indemnification.....	4
3.4 The Association has the right to use.....	4
3.5 During the term of this agreement.....	4
ARTICLE 4	5
4. CONDITIONS OF EMPLOYMENT	5
4.1 Hours.....	5
4.2 Overtime	5
4.3 Call In and Call Back Time	5
4.4 Break In Service.....	5
4.5 Probationary Period - Reassignment	6
4.6 Member Travel.....	6
4.7 Professional Growth	6
4.8 Supervisors Council.....	7
4.9 Personal Property Loss - Reimbursement	7
4.10 Transfers	7
4.11 Compensatory Time Off (CTO).....	8
ARTICLE 5	9
5. SALARY	9
5.1 Salaries	9
5.2 Salary Adjustment - Reassignment	10
5.3 Salary Adjustment - Temporary Reassignment	10
5.4 Payroll Errors.....	10
5.5 Special Payments	11
5.6 Pay Increases.....	11
5.7 Salary Adjustment - Temporary Assignment to Management Position	11
5.8 Salary Adjustment - Shift Differential	11
5.9 Newly Created Jobs.....	11

ARTICLE 6	12
6. FRINGE BENEFITS.....	12
6.1 Flexible Benefit Program.....	12
6.2 Fringe Benefit Option Allowance.....	13
6.3 Optional Dependent Coverage	13
6.4 Longevity.....	13
6.5 Retiree Premium Payment.....	13
6.6 Continuance of Dependent Fringe Benefits on Death of Employee	14
6.7 Notification of Benefit Status	14
6.8 Life Insurance.....	14
ARTICLE 7	15
7. LEAVES	15
7.1 Sick Leave.....	15
7.2 Industrial Accident or Illness Leave	17
ARTICLE 8	22
8. VACATION	22
8.1 Accumulation	22
8.2 Eligibility.....	22
8.3 Vacation Postponement	22
8.4 Vacation Carry-Over.....	22
ARTICLE 9	24
9. HOLIDAYS.....	24
9.1 Holidays.....	24
ARTICLE 10	25
10. EVALUATION	25
10.1 Procedure.....	25
10.2 Probationary Employees.....	25
10.3 Permanent Employees.....	25
ARTICLE 11	26
11. SAFETY CONDITIONS.....	26
11.1 Unsafe Conditions.....	26
11.2 District Safety Committee.....	26
11.3 Appointed Member	26
11.4 Member Discrimination.....	26
11.5 Lavatory & Restroom Facilities	26
11.6 Safety Equipment.....	26
ARTICLE 12	27
12. SUPERVISOR GRIEVANCE PROCEDURE	27
12.1 Definitions.....	27
12.2 General Procedures	27
12.3 Formal Grievance.....	28

ARTICLE 13	30
13. LAYOFF	30
13.1 Definitions (Procedure).....	30
13.2 Order of Layoff (Procedure).....	30
13.3 Notification of Layoff (Procedure)	30
13.4 Improper Layoff Rights	31
13.5 Separation Benefits.....	31
13.6 Re-Employment from Layoff.....	31
ARTICLE 14	33
14. RETIREMENT (New).....	33
MEMORANDUM OF UNDERSTANDING.....	34
A. CLASSIFICATION TITLES OF MEMBERS.....	35
B. SUPERVISORS UNIT SALARY SCHEDULE.....	36

ARTICLE 1

1. RECOGNITION

1.1 Exclusive Representative

The San Juan Unified School District (hereinafter District) recognizes the San Juan Supervisors Association (hereinafter Association) as the exclusive representative of the employees in the Supervisors Association pursuant to Chapter 10.7 (commencing with Section 3540) of the Government Code.

1.2 Unit Determination

The Supervisors Association consists of the employees in the Association described in Exhibit "A". This contract applies only to those members.

ARTICLE 2

2. CONTRACT PROVISIONS

2.1 Parties to the Contract

The articles and provisions contained herein constitute a bilateral and binding contract (Contract) by and between the Governing Board of the San Juan Unified School District (District) and the San Juan Supervisors Association (Association).

This contract is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code (Act).

2.2 Savings

If any provision of this contract should be held invalid by operation of law or by any court of competent jurisdiction, the remainder of this contract shall not be affected thereby. In such event, either party may request to reopen negotiations with respect to the invalidated portion of the contract.

2.3 Content

District policies and procedures shall have no application to employees covered by this contract to the extent that the subject matter is covered to any extent by this contract. This statement shall not be construed to make any District policy or procedure subject to the grievance procedure provided by this contract.

2.4 Terms

2.4.1 This agreement concludes bargaining for the 2021-2022 school year. The term of this new agreement is for 2021-2022 and 2022-2023.

2.4.2 Successor Contract: The Association shall present its proposals for a successor contract no later than the last Board meeting in March of each year. The District shall present its initial response no later than eight weeks after the presentation of the Association's initial proposal.

In addition to Article 6 (Fringe Benefits), and Article 14 (Retirement-new) the parties agree to each open two additional articles for the 2022-2023 school year (not including Article 5 Salary). Unless by mutual agreement no other articles will be opened in the spring of 2022.

2.4.3 This agreement contains the agreement of the parties as to all existing matters. By mutual consent of both parties, which shall be set forth in writing, any provisions of this Agreement may be renegotiated at any time. Modifications to this Agreement arising from such negotiations shall become part of this contract.

2.4.4 The parties agree to reopen negotiations for the 2020-21 school year. The following will be considered reopeners: Article 5 (Salary) and Article 9 (Fringe Benefits). Unless by mutual agreement, no other Articles will be reopened for the 2020-21 school year.

2.5 Contract Printing

The District agrees to publish the contract on the District Website and to make copies available to members upon request.

ARTICLE 3

3. ORGANIZATIONAL SECURITY AND RIGHTS

3.1 Remittance of Dues

The Association shall have the sole and exclusive right to have membership dues deducted for employees in the Supervisors Unit. The amounts deducted shall be remitted monthly to the Association with an alphabetical list of the members from whom deductions were received.

3.2 New Employee in the Association

When an individual is employed into a position that is part of the Association, the district shall notify the Association in writing his/her name, job classification title, work location and the date the employee is hired.

3.3 Defense and Indemnification

The Association agrees to pay the reasonable costs, including attorney fees, of defending or initiating action to enforce this article and to indemnify the District against any claim, or action, brought against the District in respect to the deductions herein required or any actions challenging enforcement of this article.

3.4 The Association has the right to use

The Association has the right to use, without charge, office mailboxes, the school intradistrict mail system and the e-mail system, provided that all communication be properly identified as authored by SJSA and that a copy of the non-confidential SJSA material distributed to members be sent to the Classified Human Resources Director prior to distribution.

E-mail access will be permitted as long as the Association generated content is in compliance with Board Policy 0440.1 and Administrative Regulation 0440.1, and not in violation of Education Code 7054.

3.5 During the term of this agreement

During the term of this agreement, the district shall make available copies of formal budget reports, including the Adopted Budget, the First Interim Report, the Second Interim Report, the Third Interim Report (if applicable) and Unaudited Actuals Report. These reports comply with the format required by the state, and contain information regarding historical and projected budget information. Such information may include current and multi-year projections for enrollment, revenues, expenditures, and assumptions used for budget development. These reports are readily available on the district website.

ARTICLE 4

4. CONDITIONS OF EMPLOYMENT

4.1 Hours

Work hours shall be eight (8) hours per day, five (5) days per week or forty (40) hours per week unless the member and supervisor mutually agree on an alternative work schedule, unless directed by the supervisor, or if the district establishes an alternative work schedule.

4.2 Overtime

Overtime is the time worked in excess of the regularly scheduled forty (40) hour work week.

4.2.1 Compensable Overtime is overtime authorized in advance, except in an emergency, which is in addition to the regular work week and is compensated by cash or compensatory time.

4.2.2 Premium Rate Overtime is overtime which is compensable as defined in 4.2.1 above and shall be compensated at one and one-half times the employee's regular rate of pay and may be compensated by cash or compensatory time off, or a combination as determined by the employee. An employee may accrue up to 40 hours of compensatory time within a fiscal year.

4.2.3 Non-Compensable Overtime is non-emergency overtime which has not been authorized in advance.

4.3 Call In and Call Back Time

The parties agree to reaffirm their commitment to article 4.3 (Call In and Call Back Time)

Any member called back to work after completion of his/her regular assignment, which may include paid time off, shall be guaranteed a minimum of three (3) hours work to be compensated for at the appropriate overtime rate.

4.3.1 Members that are called outside of normal work hours and as a result to perform administrative duties and responsibilities associated with their job will be paid in increments of 15 minutes via timecard.

4.4 Break In Service

No absence under any paid leave provisions of this article shall be considered as a break in service for a member who is in paid status, and all benefits accruing under the provisions of this contract shall continue to accrue under such absence.

Leave of absence without pay, while not considered a break in service, shall not

count as time worked for purposes of longevity computation except that if the member has worked 75% or more of his/her specified work year within his/her anniversary year, it shall constitute a year for longevity purposes.

4.5 Probationary Period - Reassignment

If a permanent member of the Supervisors Association is appointed to a different position of equal or higher salary, he/she shall be considered probationary in the new position for a period of six (6) months. In the event the member is unsuccessful in the new position during the probationary period, he/she shall be entitled to reinstatement in his/her original or a like position.

4.6 Member Travel

The parties agree to reaffirm their commitment to 4.6 Member Travel

Members who may be required to use their own auto in performance of their duties and members who are assigned to more than one (1) work site shall be reimbursed at a rate in accordance with the Internal Revenue Service (IRS) mileage reimbursement rate for:

- (a) Travel between work sites
- (b) Meetings or activities assigned by the District
- (c) Other work-related responsibilities

Travel must be approved in advance by the member's site / program administrator or designee and reimbursement for mileage will be for miles actually driven.

One-way mileage to meetings or activities within the District shall not exceed 25 miles.

4.7 Professional Growth

The parties agree to reaffirm their commitment to Article 4.7 Professional Growth

4.7.1 The District shall provide \$7,000 per school year to fund professional growth activities for the Supervisors Association.

4.7.1 (a) The parties agree that all unused 2020-2021 SJSA Professional Development funds will be rolled over into 2021-2022.

4.7.2 The professional growth program shall be administered by a committee of five (5) members: three (3) from the Supervisors Association and two (2) from the District. The Professional Growth Committee shall be responsible for developing guidelines for professional growth activities and related expenditures.

4.7.3 This provision shall not be subject to the grievance procedure.

4.8 Supervisors Council

- 4.8.1 During each year, the Human Resources Department designee shall meet with Association Representatives to schedule one Supervisors' general membership meeting and to determine if and when additional membership meetings should be scheduled.
- 4.8.2 The purpose of these meetings shall be to provide job-related information and training that will assist the members in carrying out the duties of their positions in the District.
- 4.8.3 The Human Resources Director/designee shall meet and consult with an appointed representative of the Association in scheduling and planning the details of each council meeting.

4.9 Personal Property Loss - Reimbursement

The District shall reimburse members for personal effects damaged in the performance of duties; provided such damage occurs as a result of an action of someone other than the member or of a circumstance for which the school district is responsible. Personal effects shall be defined as those articles pertaining to one's own person which may include, but not be limited to, eye glasses, contact lenses, hearing aids, dentures, watches or articles of clothing. The District will replace other damaged or lost personal property provided:

- 4.9.1 The use of the property has been mutually agreed upon by the immediate supervisor and the employee.
- 4.9.2 The property has been registered with the Department Administrator.
- 4.9.3 Reasonable provision has been mutually made for the security of the Property.
- 4.9.4 The District will not assume that portion of personal property loss covered by private insurance carriers.

4.10 Transfers

- 4.10.1 Employer Initiated Transfer - It is the intent of this section, as far as possible, to allow supervisors to work the shifts they were hired to work. The District has the right to assign supervisors to a shift other than day shift utilizing the following process:
 - a. Volunteer
 - b. Appointment by seniority within classification
- 4.10.1.1 Supervisors working other than day shift will be responsible for the overall supervision and direction (except for technical supervision in areas he/she does not normally supervise) of classified employees assigned to the shift.

4.10.1.2 Except in emergency situations, supervisors so assigned shall be given ten (10) work days written notice prior to the effective date of the start of the shift.

4.10.1.3 The supervisor may appeal the assignment with the immediate supervisor. If no resolution within five (5) days after conferring with his/her supervisor, he/she can appeal in writing to the Assistant/Associate Superintendent for that division. Final resolution shall be made prior to the assignment of the shift.

4.10.1.4 Shift changes shall be based on District need and not for punitive reasons.

4.10.2 Employee Initiated Transfer

4.10.2.1 A regular permanent employee may apply for transfer to another position of the regular permanent employee's primary classification by filing a written request with Human Resources. The regular employee shall indicate the job site he/she requests transfer to in his/her application for transfer.

4.10.2.2 To be considered for voluntary transfer into a vacant position, a regular permanent employee's last performance evaluation must reflect an overall rating of "Continue Without Reservation" or better, and the regular permanent employee must have submitted such request for transfer prior to Human Resources receiving the vacancy paperwork (RFP).

4.11 Compensatory Time Off (CTO)

Compensatory Time is defined to include any time worked in excess of eight (8) hours in any one (1) day or eight (8) hours on any one (1) shift or in excess of forty (40) hours in any calendar week [except as identified in Section 4.2, 4.2.1, 4.2.2, and 4.2.3]. When overtime is authorized to be worked, the member has the choice between compensatory time off or cash compensation. The member's choice to accumulate CTO in lieu of cash compensation shall be recoded on their overtime time card, which shall be tracked by their supervisor, the employee and the payroll department. The CTO balance shall appear on the employee's pay stub along with vacation and sick leave balances. Compensatory time can accumulate to a maximum of 40 hours and shall be granted within the fiscal year without impairing the services rendered by the District. If, due to operational needs, it is found the CTO balance cannot be used within the fiscal year without impairing the services of the District, the member will be paid out their CTO time no later than August 31st of the following fiscal year. CTO use shall not be unreasonably denied.

Minimum Call-In Time. Members called in to work on a day when the member is not scheduled to work shall receive a minimum of three (3) hours at the appropriate rate of pay.

ARTICLE 5

5. SALARY

5.1 Salaries

Base salaries shall be increased by a total of 3.55% effective July 1, 2021.

For continuing members employed as of July 1, 2021 the district shall provide a one-time off schedule payment equal to 3.5% of each member's base salary as of July 1, 2021. This one-time off schedule payment will be paid no later than August 20, 2021. This one-time off schedule payment will not increase a member's base compensation for the 2021-2022 school year.

2022-2023 School Year

- All base salaries shall be increased by a total of 10%, effective July 1, 2022.
- The new salary schedule will be reflected in members' pay no later than November 30, 2022.
- The retroactive check for the salary schedules shall be paid no later than December 22, 2022.

2023-2024 School Year

- All 2023-2024 base salary schedules shall be increased by a total of 4.5%, effective July 1, 2023.
 - The parties agree to reopen Article 5 for bargaining when one or any combination of the following conditions are met:
 - At the time of the State Adopted Budget for 2022-2023, the Department of Finance projected a fully funded COLA for the 2023-2024 school year in the amount of 5.38%. If the actual funded COLA is greater than 5.38%, or there is an increase to the LCFF that results in more than a 5.38% increase in funding to the district, and/or there is an ongoing increase from another source that results in an ongoing increase greater than 5.38%, the parties agree to reopen Article 5 for 2023-2024 bargaining.
 - The District will present to the Board of Education the 2022-2023 Unaudited Actuals and a 2023-2024 Revised Budget in September 2023. If revised estimated expenses result in ongoing, unrestricted and not previously encumbered dollars that are higher than projected in the June 2022 Adopted Budget, the parties agree to reopen Article 5 for 2023-2024 bargaining.

Additional ongoing investments to address bargaining unit needs: Effective beginning in the 2022-2023 school year, the District shall budget approximately \$10,955 in ongoing, unrestricted funds to address needs within the bargaining unit, including but not limited to staffing, working conditions, and/or recruitment and retention.

- This investment shall not be used for across-the-board increases to the SJSA salary schedule.
- The District and SJSA shall negotiate the usage of this budget appropriation with the intent to reach agreement by December 1, 2022.

5.2 Salary Adjustment - Reassignment

A member appointed into another position in the Association allocated a higher salary range will be placed on the salary range of the higher classification at a step that provides not less than a five (5%) percent increase in salary.

The parties agree to meet during the 2018-2019 school year to discuss Article 5.2 and 6.4 and how longevity could be applied when members join their Association from another District bargaining unit. Non-binding recommendations of the committee shall be reported to the respective bargaining teams no later than March 1, 2019.

5.3 Salary Adjustment - Temporary Reassignment

5.3.1 A member temporarily appointed to another position allocated a higher salary range, and having performed the duties of the higher position for a minimum of five (5) work days within a fifteen (15) day calendar period, shall have his/her salary adjusted upwards by placement on the salary range that provides not less than five (5%) percent more than his/her present salary provided that such placement shall not exceed the maximum of the higher position. This payment shall be retroactive to the first day of the assignment.

5.3.2 If the member performs the duties of the higher position for a period of fifteen (15) work days or more during any thirty (30) consecutive work day period, the member shall have his/her salary adjusted upwards to the next salary step provided that such placement shall not exceed the maximum of the higher position.

5.3.3 Upon the recommendation of the department head, such a salary adjustment as provided in 5.3.1 may occur prior to the five (5) day assignment limit prescribed herein.

5.4 Payroll Errors

Whenever it is determined that an error has been made in the calculation of an employee's payroll or in the payment of any employee's salary, the District shall, within five (5) work days following such determination, provide the member with a supplemental payment.

5.5 Special Payments

Any payroll adjustment due a member in the Supervisors Association as a result of working out of class, re-computation of hours, or reasons other than procedural errors shall be made and a supplemental warrant issued not later than the 15th of the month following board action.

5.6 Pay Increases

The District shall make a lump sum payment of an agreed-upon retroactive wage increase resulting from this contract or any amendments thereto within ninety (90) days of the agreement between the District and the Association.

5.7 Salary Adjustment - Temporary Assignment to Management Position

5.7.1 If a member is officially designated an acting manager by the District and assigned additional responsibilities, he/she shall be paid an additional salary amount, as provided in the Board Policy and Management Special Assignment Schedule (available for review in Human Resources).

5.7.2 A member serving in an acting management position will remain a member of the Supervisors Association and continue to receive those benefits provided for members of the Supervisors' Association.

5.8 Salary Adjustment - Shift Differential

Work Assignment - second shift (3:00 p.m. - 10:59 p.m.) - 4%

Work Assignment - third shift (11:00 p.m. - 6:59 a.m.) - 5%

Shift differential increase effective 7/1/96

5.9 Newly Created Jobs

When a new job classification is established by the district, the district will, after giving written notification to the Association, establish a salary range for the new classification which shall be considered temporary. If there is no objection to the established salary range within ten (10) workdays after the temporary salary range has been set, such salary range shall become permanent.

5.9.1 Established positions: When the district determines that a job classification needs to be reviewed, the district shall be responsible for making modification to the job description and shall then notify the Association of the change in the job description. The job description revision will only reflect duties currently being performed by the incumbent. Any request to negotiate the salary must be submitted in writing by the Association to the District within ten (10) workdays of such notice of change.

ARTICLE 6

6. FRINGE BENEFITS

6.1 Flexible Benefit Program

The District will provide a flexible benefit program (Section 125 cafeteria benefit program) to all members which includes premium conversion, dependent care and un-reimbursed medical options. The District will increase the maximum medical account limit to \$3,600 per year.

The supervisors accepted the three-tiered plan (Premier, Comprehensive, and Basic), as presented on March 15, 2005. This new plan will take effect as of July 1, 2005.

6.1.1 Medical

Commencing November 1, 1999, the district will pay the employee's premium cost of the highest HMO (eliminates the 50% sharing provision).

If for some reason a member does not wish to enroll in a District-sponsored medical plan, the member may elect to receive \$350 in lieu of medical insurance to be applied to other district approved insurance benefits, dependent coverage or as cash (included in regular warrant).

Hearing Aid Benefit

Beginning with the benefits plan period effective January 1, 2016, the district shall provide a hearing aid benefit for employees and dependents. The parties agree that the \$1000-allowance level will be the maximum plan allowance level as long as that plan option is available by current providers under similar terms as currently offered.

6.1.2 Dental, Vision, Group Life

The District will provide a dental cap of \$1,500 effective 11/1/97.

The District will contribute the premium amounts (employee-only) for each member to be applied to the District-approved dental, vision and group life insurance programs.

6.1.2.1. The District will offer additional dental plan option (DHMO) which includes orthodontic coverage effective 11/1/96.

6.1.2.2 If an employee wishes to enroll in the District sponsored buy up vision plan, which permits coverage for eligible dependents, the employee will be responsible for paying the full cost of this coverage for their dependents, as well as any additional premium for their own buy up plan coverage.

6.2 Fringe Benefit Option Allowance

Members shall be provided an allowance of \$1,100 per year that may be applied to group insurance, dependent coverage or as cash (included in regular warrant).

Members assigned less than four hours per day will receive a prorated entitlement.

6.3 Optional Dependent Coverage

- Effective July 1, 2009, dependent cash option shall be eliminated.
- Effective July 1, 2009, the District contribution to eligible dependent coverage shall increase from 49% to 60%.
- Effective July 1, 2010, the District contribution to eligible dependent coverage shall increase from 60% to 75%.

6.4 Longevity

Members of this unit shall be provided a longevity entitlement for time served in the District. Longevity to be calculated as a percentage of the base salary effective July 1, 2006:

(a)	After 10 (ten) years of service:	3.8%
(b)	After 15 (fifteen) years of service:	4.8%
(c)	After 20 (twenty) years of service:	5.8%
(d)	After 25 (twenty-five) years of service:	6.8%
(e)	After 30 (thirty) years of service:	7.8%

Longevity is to be paid in monthly fractions.

Members must be paid status on or before the fifteenth (15th) of the month for which they receive entitlement.

Members assigned less than four (4) hours per day will receive a pro-rated entitlement.

6.5 Retiree Premium Payment

For members under 65 who retire on or after February 28, 1978, with at least ten (10) years of service to the District, the District shall continue payment of the premium for the employee only for medical plans, up to the end of the month in which the employee's sixty-fifth (65th) birthday occurs and for dental plans for as long as the carrier permits.

The District agrees to tie the length of eligibility to receive retiree health benefits to not later than the date on which the employee/retiree is eligible to receive Medicare, but in no case beyond age 67 (providing the Board of Education approves).

This provision is subject to approval of the insurance carrier or benefit provider. In addition, if the retired member becomes entitled to other health benefits (state, federal, or other employment) as a primary beneficiary, the District will thereby be relieved from payment.

Retired members may elect to pay for coverage after age 65.

6.6 Continuance of Dependent Fringe Benefits on Death of Employee

If an employee who has selected District payment of all or part of the cost of dependent medical and dental coverage dies before retiring, full dependent coverage for a period of one year shall be paid by the District for all dependent survivors who have been enrolled in District/Association approved fringe benefit plans. This provision is subject to insurance carrier or benefit provider approval.

6.7 Notification of Benefit Status

The District shall maintain the Employee Records Portal (or similar online system) where each member can obtain information on the status of all items relating to his/her benefits. The Employee Records Portal shall include payroll deduction amounts, District-paid amounts, and option allowance amounts for each vendor the member has selected. The District will maintain benefit information on the Benefits page of the District website regarding other options available to enable the member to modify his/her benefits during the District open-enrollment period.

6.8 Life Insurance

The district will contribute the premium amount (employee only) for the District approved \$100,000.00 life insurance plan.

ARTICLE 7

7. LEAVES

7.1 Sick Leave

Members employed in regular full time positions shall be credited with eight (8) hours sick leave for each month of service. Sick leave credit for part-time members shall be in proportion to their regular daily assignment.

Members must be in paid status on or before the fifteenth (15th) of the month for which they receive sick leave credit.

Use of sick leave is limited to personal illness or injury of the member unless otherwise specified in this contract and may only be used during the member's assigned work year. Sick leave may be used for family members in conjunction with the Family Medical Leave Act (FMLA).

Employees are permitted to use sick leave, in an amount up to the sick leave that would be accrued during six months at the employee's then current rate of entitlement, to attend to an illness of a child, parent, spouse or domestic partner of the employee. Medical verification may be required.

Newly employed members shall be advanced, upon initial employment, sick leave hours equivalent to their first six (6) months of employment. Thereafter, all members shall receive advance credit on July 1st of each fiscal year for their sick leave earnings in the fiscal year.

7.1.1 Accrual of Sick Leave

Unused sick leave shall accumulate from year-to-year without limit.

7.1.2 Extended Sick Leave

Regular members who, on July 1st of each year, have less than the hourly equivalent of one hundred (100) days proportionate to their regular daily assignment, of sick leave earned and advanced as provided in Article 7.1.1 of this article to their credit shall be extended sufficient additional days of sick leave which, when added to earned and advanced sick leave, does not exceed a total of one hundred (100) days.

Extended Sick Leave shall be used only after exhaustion of leaves provided under Article 7.1.1.

Extended Sick Leave as provided in this section shall be compensated at one-half of the member's regular rate of pay.

7.1.3 Leave with Disability

Members having exhausted all other paid sick leave shall, with proper

medical verification, be placed on temporary disability payments of \$100 per month for a period of six (6) months, renewable for two (2) additional six (6) month periods with proper medical verification.

7.1.4 Payment of Benefits During Unpaid Sick Leave

The Board may approve continuation of payment of health and dental insurance premiums and the optional allowance (\$1100) for members during unpaid sick leave.

7.1.5 Personal Necessity

A member may use up to eight (8) days per year of sick leave earned under Item 7.1.1 of this article, at his/her election, for absences caused by personal necessity.

Personal Necessity is defined as an emergency or personal matters which require the member to be absent from work during his/her regular work hours and which cannot be accomplished during the member's non-work hours.

The member will give his/her supervisor 24 hours notice regarding such absences, except in a case of an emergency.

In an emergency when a member cannot give 24 hours notice, or when a supervisor has reasonable cause to question the validity of an absence, the supervisor may require the member to provide information as to the nature of the absence.

In claiming personal necessity, the member is certifying that such leave was not used for any of the following:

- (a) Recreation
- (b) Other Employment (either seeking other employment or working on another job)
- (c) Work Stoppage or Strike
- (d) Any Illegal Activity

The member shall also make a reasonable effort to avoid scheduling or using such days on Monday or Friday of the work week or the day preceding or subsequent to any scheduled school year recess or holiday period.

7.1.6 Terminal Illness

When a member has written verification from a doctor that an illness appears to be terminal, the District shall pay to that member his/her full monthly salary for each month or part thereof that the member survives for a period not to exceed twelve (12) calendar months after the exhaustion of other benefits.

7.2 Industrial Accident or Illness Leave

In addition to any other benefits that a member may be entitled to under the Workers' Compensation laws of the state, members shall be entitled to the following benefits:

The District shall provide for up to sixty (60) days of industrial accident or illness leave of absence for regular members who have been District employees continuously for one (1) year.

- 7.2.1 One (1) year of continuous employment is defined as one (1) calendar year from the date of employment. The work year normally assigned to the member's position shall be considered a year of employment.
- 7.2.2 Leave granted under this section may be in conjunction with Workers' Compensation laws and shall be used in lieu of regular sick leave. Members arranging for leave under this section and not claimed under Workers' Compensation shall submit a medical statement and appropriate evidence that the industrial accident or illness was work connected. Benefits under this section are deductible at the rate of one (1) day for each day or proportionate share of each day of absence.
- 7.2.3 This leave shall not be accumulated from year to year, and, when any leave will overlap a fiscal year, the member shall be entitled to only that amount remaining at the end of the fiscal year in which the illness or injury occurred.
- 7.2.4 When entitlement to industrial accident or illness leave under this article has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used, provided that in using such other leave when added to the Workers' Compensation leave, it does not exceed the regular rate of pay of the member.
- 7.2.5 When a member who has been on industrial accident or illness leave has been medically released to return to duty and perform the normal duties required, such member shall immediately notify his/her supervisor and return to work in the former position held without loss of benefits.

7.3 Critical Illness Leave

Three (3) days of critical illness leave per year (non-accumulative) shall be granted each regular member in the event of critical illness or injury to a member of his/her immediate family.

A physician must provide a statement indicating that the nature of the illness or injury is critical. The word "critical" as used herein is defined as it is used in the medical profession, indicating that there is serious doubt concerning the survival of the patient.

7.4 Bereavement Leave

Members shall be granted necessary leave of absence with pay, not to exceed three

(3) days on the account of death of any member of his/her immediate family.¹ Bereavement leave in excess of three (3) days, but not to exceed five (5) days shall be granted a member when travel beyond a 300 mile radius is necessary in connection with the bereavement.

7.5 Parental Leave

Paid parental leave of absence shall be granted to a member of the Association in relation to childbearing as follows:

- 7.5.1 A member of the Association who is pregnant may continue in active employment as late into her pregnancy as her health permits. Any disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefore is, for all job-related purposes, a temporary disability and shall be treated as such under sick leave provisions of this contract.
- 7.5.2 A member of the Association who is not on disability shall be granted, upon request, up to two (2) days of paid leave to be taken at a time of birth of his/her child. These days may be taken at the time of delivery of the child and/or at the time the mother and child leave the hospital. This leave shall not be deducted from sick leave.
- 7.5.3 A member of the Association may be entitled to use sick leave for baby bonding.

7.6 Jury Duty

A member regularly called for jury duty in a manner provided by law shall be granted leave without loss of pay for the time the member is required to actually perform jury duty during normally assigned duty hours.

A member upon being served notice for jury duty from officers of the court must notify his/her immediate supervisor of such notice.

The District shall pay the employee at his/her regular rate of pay.

The District may require verification of jury duty prior to or subsequent to approving jury duty leave reimbursement.

7.7 Military Leave

- 7.7.1 Regular: Military leaves without pay may be granted by the District to members in permanent employment status for a period of one (1) year. Military leaves may be extended or renewed indefinitely, except that such

¹“Immediate Family” is defined as the following relatives of the member or the spouse of the member: Mother, father, grandmother, grandfather, brother, sister, son, son-in-law, daughter, daughter-in-law, foster parents, foster children, adopted children and grandchildren, or a brother -in-law or sister-in-law of a member, aunt, uncle, step mother, step father, step brother, step sister, step children; or any relative living in the household of the member.

leaves shall not continue more than one (1) year beyond the date such military services become voluntary on the part of the member. Members shall be entitled to receive salary for the first thirty (30) calendar days while engaged in the performance of ordered military service.

- 7.7.2 Temporary: A member of the reserve corps of the armed forces of the United States or of the National Guard or the Naval Militia shall be entitled to a temporary military leave of absence while engaged in military duty ordered for the purposes of military training, drills, encampment, naval cruises, special exercises, or like activity as such member, providing that the period of ordered duty does not exceed one hundred eighty (180) calendar days including time involved in going to and returning from such duty.

A member who is on temporary military leave of absence and who has been employed by the District for a period of not less than one (1) year immediately prior to the day on which the absence begins, shall be entitled to receive his/her salary or compensation for the first thirty (30) days in any one (1) fiscal year. For the purpose of this section in determining the one (1) year of District service, service in the recognized military service shall be counted as District service.

7.8 Leave of Absence

A permanent employee may be granted a leave of absence with or without pay by:

The Board of Education upon recommendation of the Superintendent for a period not to exceed one (1) year when such action is not contrary to the best interests of the District. Such leaves of absence may be extended or renewed for a period not to exceed one (1) year. The beginning date of a leave of absence shall be the first (1st) work day on which the member does not actually work.

7.9 Court Leave

A member shall be granted leave to appear as a witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the member.

7.10 Family Care Leave

The District will provide Family Medical Leave as required by law. Employees shall use accrued sick leave during any absence in which the employee is caring for a family member who has a serious health condition as defined in the Family Medical Leave Act or California Family Rights Act.

7.11 Catastrophic Sick Leave Bank

Purpose: To provide additional paid sick leave benefits for permanent employees who suffer a catastrophic illness to supplement the extended leave entitlement in 7.1.2 so that the employee can receive

full pay during the extended sick leave period. Donation of sick leave to the sick leave bank shall not be considered utilization of sick leave for evaluation purposes related to attendance.

- Eligibility: To be eligible to contribute to the bank, an employee must:
1. Be a permanent employee assigned to a position in the supervisor's Association.
 2. Make a donation of at least one day per work year (employee's regularly scheduled hours) to the bank.
 3. Have at least five (5) days of accrued sick leave following the donation.
 4. Donate accrued sick leave or vacation.
 5. Complete the irrevocable donation form during the donation period (November) and submit it to the Human Resources Department by the last work day in November of each year.

- Utilization: For an employee to utilize the bank:
1. The employee must have completed a utilization request form and submitted it to the Human Resources Department.
 2. The sick leave bank committee consisting of two (2) members of management selected by the District and two (2) members of the supervisors' association selected by the association shall approve any request. It shall require a majority vote of the committee members and all votes shall be confidential.
 3. The maximum number of days allowed one employee for any approved catastrophic illness shall not extend beyond the 100 days sick leave entitlement pursuant to 7.1.2 when combined with other available paid leaves.
 4. A request for additional days following the original request must not exceed the maximum of 100 days in #3 above.
 5. The employee must have used all available regular sick leave, vacation, compensatory time off and personal necessity.
 6. The employee must not request the leave for a stress-related illness.
 7. The employee must have contributed to the Sick Leave Bank during the previous donation period.

Miscellaneous Guidelines:

1. The bank will have a cap of 1000 hours.
2. Once the cap is reached, the committee has the authority to waive future year contributions for employees who have already contributed to the bank.
3. Any approved days unused by the employee shall be returned to the bank.
4. Employees using the bank shall receive the same pay the employee would have earned had the employee worked that day.
5. The committee shall administer the sick leave bank and the hours contained therein and the District shall provide all necessary information to the committee for these purposes.

6. The supervisors' association shall be responsible for the solicitation of donations.
7. A donation to the bank shall be a general donation and shall not be donated to a specific employee for his/her exclusive use.
8. The maximum donation per employee per year is 40 hours.

ARTICLE 8

8. VACATION

8.1 Accumulation

All members shall earn 13.33 vacation hours per month (e.g., 12 months - 160 hours).

8.2 Eligibility

In order to be eligible for vacation leave, a new employee in a twelve (12) month position must have served as a regular employee for at least six (6) full months. The vacation leave time then will be computed retroactively to the date of his/her employment as a regular employee.

Members must be in paid status on or before the fifteenth (15th) of the month for which they receive entitlement.

8.3 Vacation Postponement

A member shall be permitted to interrupt or terminate vacation leave in order to begin sick leave or bereavement leave provided the member supplies immediate notice and supporting information regarding the basis for such interruption or termination to his/her immediate supervisor² for approval.

8.4 Vacation Carry-Over

Accrued vacation shall not exceed two (2) years' entitlement at the end of any one fiscal year. Any vacation accrued above this amount will be handled as follows:

8.4.1 The District will notify the member of any excess accrued vacation on or about July 1 of each year. The member shall have until July 15 to work out a vacation schedule with his/her immediate supervisor to use the excess accrued vacation by December 31. In the event the member and immediate supervisor are unable to agree on a vacation schedule, the matter shall be remanded to Human Resources for final disposition.

8.4.2 A member may take the accrued excess vacation provided it is used prior to December 31 of that calendar year.

8.4.3 A member shall receive pay in lieu of earned vacation only with prior approval by the Board of Education.

²"Immediate Supervisor" as used in this contract means the person at the lowest administrative level who has been designated management and who assigns, reviews, or directs the work of the employee.

8.4.4 A member may elect to sell back 40 hours of earned vacation per fiscal year. With administrator approval, a member who has a minimum of 160 hours of earned vacation at the time of request may sell back 40 additional hours, effective July 1, 2010.

ARTICLE 9

9. HOLIDAYS

9.1 Holidays

All members shall be granted the following paid holidays provided the member was in paid status during any portion of his/her regular work day of his/her regular assignment immediately preceding or succeeding the holidays.

- Independence Day
- Labor Day
- Veterans' Day Observed
- Thanksgiving Day
- Local Holiday
- Christmas Day
- Winter Recess Days
- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Lincoln's Day Observed
- Local Holiday
- Memorial Day

Note: Actual holiday dates may be found on the district website in the work year calendar folder.

ARTICLE 10

10. EVALUATION

10.1 Procedure

Evaluations for all Association members shall be obtained at specific intervals during the work year on a form mutually agreed to by the District and the Association. Employees shall review and sign their evaluation forms before they are submitted to Human Resources by the immediate supervisor.³

10.2 Probationary Employees

Performance assessments for all probationary employees shall be submitted at the conclusion of the fifth (5th) month and the eleventh (11th) month of the probationary period.

10.3 Permanent Employees

Permanent employees shall be evaluated at least once annually during the month of May. In the event an employee achieved permanency during the four-month period prior to May, the employee's first permanent evaluation shall occur in May of the following year.

Once an employee has served two years in the same position, his/her evaluation period shall change from annual to an every three year period providing the prior year's evaluation was rated at least "Continue Without Reservation" and there are no unscheduled unsatisfactory evaluations or disciplinary action since the last evaluation. If the last scheduled evaluation was rated "Continue With Reservation" or below, he/she shall continue to be evaluated annually until any performance concerns are resolved.

If an employee is not evaluated according to the guidelines above or has not received his/her last scheduled evaluations, then unscheduled evaluations of a negative nature shall not be given during the current evaluation period. If the evaluation guidelines/timelines are not followed, it shall NOT preclude the administrator from addressing employee performance concerns through the disciplinary process.

³"Immediate Supervisor" is defined in footnote under ARTICLE 8

ARTICLE 11

11. SAFETY CONDITIONS

11.1 Unsafe Conditions

Each member may report, in writing, any unsafe conditions in his/her work environment to his/her immediate supervisor.⁴ The District shall, within twenty (20) work days, respond in writing to the member, stating what will be done to make the conditions safe, or if no action will be taken, the reason why.

11.2 District Safety Committee

A member shall be appointed to the District Safety Committee. The Association shall designate such member.

11.3 Appointed Member

The appointed member of the committee shall be allowed reasonable release time to carry out the obligation of the Safety Committee assignment.

11.4 Member Discrimination

No member shall be discriminated against because of carrying out the provisions of this Article.

11.5 Lavatory & Restroom Facilities

Members shall have access to lavatory and restroom facilities at District work sites. The District shall maintain lavatory and restroom facilities in a safe and healthful condition.

11.6 Safety Equipment

The District agrees to furnish to members safety equipment or gear, or to reimburse the employees for the cost of procuring such, when in a regular course of employment such equipment or gear is reasonably required to ensure the safety of the member or others.

⁴"Immediate Supervisor" is defined in footnote under ARTICLE 8

ARTICLE 12

12. SUPERVISOR GRIEVANCE PROCEDURE

12.1 Definitions

The following definitions control the meaning of the terms as used in this procedure.

- 12.1.1 Grievance: A complaint of a member that he/she has been adversely affected by a violation of this contract.
- 12.1.2 Grievant: The member filing the grievance.
- 12.1.3 Immediate Supervisor: The person at the lowest administrative level who has been designated management and who assigns, reviews, or directs the work of the employee.
- 12.1.4 Party: The grievant and the District.
- 12.1.5 Work Day: A day when the administrative offices of the District are open for business.

12.2 General Procedures

- 12.2.1 Informal Discussion: The alleged violation should be discussed informally with the immediate supervisor prior to initiation of a formal grievance.
- 12.2.2 Written Appeal: At each formal step of the procedure, the grievant must reduce the appeal to writing.
- 12.2.3 Conferences: The administrator or the member may initiate a conference to discuss the issues during any phase of the grievance process.
- 12.2.4 Time lines: Action to grieve must be initiated in writing within ten (10) work days after the grievant determines that informal discussion has not been effective and/or upon discovery of a problem or condition affecting employment.

Review and action by the administrator receiving the grievance must be initiated within ten (10) work days of receipt of the written appeal. Time lines may be extended by mutual agreement.

- 12.2.5 Presentation: A member may present a grievance while on duty. No more than three (3) District employees may participate while on duty, whether grievants, representatives, or witnesses, unless otherwise approved by the District. That approval shall not be unreasonably withheld. Any step of the procedure may be waived by the parties.

- 12.2.6 Representation: The grievant may be represented by the exclusive representative or anyone of his/her own choosing whether or not that representative is a District employee, at any formal step of this procedure. If the grievant wishes to change representatives at any step of the grievance procedure, he/she must give twenty-four (24) hours notice to the administrator hearing the grievance. No organization other than the Association can represent a grievant at any level. Only the Association can proceed to arbitration.
- 12.2.7 Notice to Association: When at any step the grievant is not represented by the Association, which cannot occur at the arbitration step, no solution shall be finally approved until the Association is given a written statement in writing of the proposed solution and five (5) days in which to file a response.

12.3 Formal Grievance

- 12.3.1 A formal grievance shall be initiated in writing on a form prescribed by the District which shall be filed with the immediate supervisor.

12.3.2 Step 1 - Immediate Supervisor

If an alleged violation is not resolved in an informal discussion to the satisfaction of the grievant, a formal grievance may be initiated. A formal grievance may be initiated no later than ten (10) work days after informal discussion has not been effective.

- 12.3.3 Within ten (10) work days after the initiation of the formal grievance, the immediate supervisor shall investigate the grievance and give his/her decision in writing to the grievant(s).

12.3.4 Step 2 - Director/Administrator

If mutual agreement is not reached through consultation and response to the satisfaction of the grievant at Step 1, or if no written response has been issued within ten (10) work days following the initiation of the grievance at Step 1, the grievant may appeal the concern to the next level of administration within ten (10) work days.

- 12.3.5 Within ten (10) work days after the initiation of the grievance at Step 2, the director/administrator shall investigate the grievance and give his/her decision in writing to the grievant(s).

12.3.6 Step 3 - Superintendent

If mutual agreement is not reached through consultation and response to the satisfaction of the grievant at Step 2 or if no written response has been issued within ten (10) work days following the initiation of the grievance at Step 2, the grievant may appeal the concern to the Superintendent/designee within ten (10) work days.

12.3.7 Within ten (10) work days after the initiation of the grievance at Step 3, the Superintendent/designee shall investigate the grievance and give his/her decision in writing to the grievant(s).

12.3.8 Step 4 - Arbitration

If the grievant(s) is not satisfied with the response at Step 3 or if no written response has been issued within ten (10) work days following the initiation of the grievance at Step 3, the grievant may, within ten (10) work days of receipt of the response or failure to respond within agreed time limits, request in writing that the Association submit the grievance to arbitration. The Association by written notice to the Superintendent, within ten (10) work days after receipt of the request from the grievant, may submit the grievance to arbitration.

The arbitrator shall have no power to add to, or delete, or amend the terms of this agreement.

An arbitrator shall be selected by mutual agreement. If the parties are unable to agree on an arbitrator, the following procedure will be used: A representative of the grievant and the Board's representative shall select an arbitrator from the California State Conciliation Services' list of five (5) names by eliminating names until one (1) name remains. The first option of elimination shall be determined by lot. The one remaining name shall be the arbitrator. The process of striking names shall occur within ten (10) work days of receipt of the list by both parties.

The decision of the arbitrator shall be submitted to the District and the Association and shall be final and binding upon the parties to this contract.

The fees of the arbitrator and related costs shall be borne by the District and the Association equally.

ARTICLE 13

13. LAYOFF

13.1 Definitions (Procedure)

13.1.1 Employee

An employee for the purpose of this article is a permanent or probationary employee who is a member of the classified service.

13.1.2 Layoff

Employees shall be subject to layoff for lack of work and/or lack of funds as determined by the governing board. A layoff for purposes of this article shall be considered an involuntary separation of an employee because of lack of work and/or lack of funds.

13.1.3 Any voluntary reduction in regularly assigned time (hours or work year) in lieu of layoff shall be considered a layoff for purposes of this article.

13.2 Order of Layoff (Procedure)

13.2.1 Whenever an employee is laid off, the order of layoff within the class shall be the employee employed the shortest time in the class plus higher classes.

13.2.1.1 Seniority is determined by hire date from date of regular appointment in the class subject to layoff adjusted by time absent on unpaid leave.

13.2.2 If two (2) or more employees subject to layoff have equal seniority, the determination as to who shall be laid off shall be made on the basis of the District's determination whether retention of one of the employees would further the goals of the District's affirmative action program and shall retain him/her. Otherwise, determination as to which employee is laid off shall be made by lot.

13.2.3 An employee who is laid off from a class who has previous service in an equal or lower class, and who has greater seniority, shall have the right to bump the employee having the least seniority in that class.

13.3 Notification of Layoff (Procedure)

13.3.1 The District shall transmit a copy of the board agenda to the Association regarding any proposed layoff. This shall constitute notice to the Association of said layoff.

13.3.2 Within a reasonable time of a written request by the Association, the District will provide the Association with a seniority roster and a list of employees to be laid off.

- 13.3.3 The District shall notify the affected employees in writing a minimum of sixty (60) calendar days prior to the date of any layoffs.

13.4 Improper Layoff Rights

- 13.4.1 Any employee who is improperly laid off and is otherwise entitled to employment shall be re-employed in the same or equal class immediately upon discovery of error.
- 13.4.2 Accumulated sick leave prior to layoff plus accumulated sick leave and vacation allowance for time not employed with the District as a result of improper layoff, will be reinstated.
- 13.4.3 The employee will be reimbursed for all loss of pay from the District as a result of the improper layoff less any earnings the employee received from any other employment and/or unemployment compensation while on layoff.
- 13.4.4 If the employee believes that, as a result of layoff, he/she has not been made financially whole by the District under 13.4.3, the employee may file a grievance under 12.3.6 (superintendent/designee level).

13.5 Separation Benefits

- 13.5.1 Vacation time earned and unused at the time of layoff shall be computed and paid off with the final salary warrant due the employee.
- 13.5.2 The District will provide any laid-off employee the contractual district contribution amount toward health, dental and vision insurance for four (4) months following the affected employee's final scheduled day of employment.

13.6 Re-Employment from Layoff

- 13.6.1 Employees laid off because of lack of work or lack of funds are eligible for re-employment for a period of 39 months and shall be re-employed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional placement processes within the District during the period of 39 months.
- 13.6.2 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present position rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for re-employment for an additional period of up to 24 months; provided that the same tests for fitness under which they qualified for appointment to the class shall still apply. The employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time, but, if there is a valid re-employment list, they shall be ranked on that list in accordance with their proper seniority.

- 13.6.3 An employee who is laid off (including one who has taken a voluntary reduction in assigned time) and is subsequently eligible for re-employment shall be notified in writing by the district of an opening. Such notice shall be sent by certified mail to the last address given the district by the employee.
- 13.6.4 A laid off employee (including one who has taken a voluntary reduction in assigned time) shall notify the District of his/her intent to accept or refuse re-employment within five (5) work days following the delivery or first notice of certified mailing of the re-employment notice. Failure to respond constitutes a refusal. After three (3) refusals for re-employment, an employee shall be considered unavailable for re-employment and shall not be notified of future vacancies until the laid-off employee notifies Human Resources, in writing, that he/she is available for re-employment.
- 13.6.5 Employees shall be re-employed in the highest rated job classification available in accordance with their length of service in the class from which they were laid off, plus higher classes. Employees who accept a position lower than their former class shall retain their original thirty-nine (39) month rights to the higher paid positions.
- 13.6.6 Should an employee who had elected retirement in lieu of layoff subsequently accept, in writing, re-employment within the District, the District shall maintain the vacancy until PERS has properly processed the request for reinstatement from retirement.
- 13.6.7 Upon return to work, eligibility for vacation and sick leave entitlement shall be computed in accordance with seniority.
- 13.6.8 Unused sick leave benefits, accumulated prior to layoff, will be reinstated upon return to work.

ARTICLE 14

14. RETIREMENT (New)

The parties agree to meet during the 2022-2023 school year to discuss the components of a new Article 14 (Retirement) in preparation for bargaining in the spring of 2023.

Memorandum of Understanding
between
San Juan Unified School District
and the
Supervisors' Association

The San Juan Unified School District and the Supervisors' Association agree to work together to explore options as follows:

1. to re-align the salary schedule to 2.5% between ranges and 5% between steps within each range; and,
2. to address the compaction issue of the percentage difference between the top salary step of the supervisor to the top salary step of the highest paid subordinate in the scope of their supervision.

CLASSIFICATION TITLES OF MEMBERS
OF SUPERVISORS ASSOCIATION

Business Operations Supervisor, Facilities, Maintenance and Transportation
High School Custodial/Plant Supervisor
Nutrition Services Supervisor I
Nutrition Services Supervisor II
Nutrition Services Warehouse Supervisor
Senior Supervisor, Custodial Operations
Supervisor, Admissions and Family Services
Supervisor, Building Maintenance
Supervisor, Custodial Operations
Supervisor, Electronic Center
Supervisor, Grounds, Operations and Maintenance
Supervisor, Intervention/Prevention Programs
Supervisor, Mechanical Maintenance
Supervisor, Procurement
Supervisor, School Support Services
Supervisor, Transportation Operations

If new positions are approved or old positions are reinstated, the aforementioned title list will be adjusted per approval from SJUSD and SJSA.



SAN JUAN UNIFIED SCHOOL DISTRICT
 Supervisors Unit Salary Schedule (SJSA)
 2022 – 2023 Salary Schedule

EXHIBIT B

Salary Range	Class Code	Classification Title	Minimum	Maximum
A-17	708	Nutrition Services Supervisor I	\$3,534	\$4,476
A-20	642	High School Custodial Supervisor	\$3,788	\$4,791
A-22	705	Nutrition Services Warehouse Supervisor	\$3,964	\$5,013
A-26	706 807	Nutrition Services Supervisor III Supervisor - School Support Services	\$4,348	\$5,517
A-29	640 658 709 808 956	Supervisor - Custodial Operations Supervisor - Grounds Operation & Maintenance Nutrition Services Supervisor Specialist Supervisor - Transportation Operations Supervisor - Intervention & Preventative Programs	\$4,650	\$5,903
A-30	433	Supervisor - Expanded Learning Programs	\$4,762	\$6,054
A-32	639	Senior Supervisor - Custodial Operations	\$4,999	\$6,332
A-34	803	Supervisor - Admissions & Family Services	\$5,228	\$6,646
A-35	578	Supervisor - Electronic Center	\$5,356	\$6,792
A-36	147 602 638 670	Supervisor - Business Operations Supervisor - Mechanical Maintenance Supervisor - Procurement Supervisor - Building Maintenance	\$5,489	\$6,959

ANNIVERSARY/LONGEVITY INCREMENTS
1. 3.8% of base salary after 10 years of completed services in the San Juan Unified School District 2. 4.8% of base salary after 15 years of completed services in the San Juan Unified School District (the 4.8% includes the year 10 increment). 3. 5.8% of base salary after 20 years of completed services in the San Juan Unified School District (the 5.8% includes the 10 and 15 year increments). 4. 6.8% of base salary after 25 years of completed services in the San Juan Unified School District (the 6.8% includes the year 10, 15, and 20 year increments). 5. 7.8% of base salary after 30 years of completed services in the San Juan Unified School District (the 7.8% includes the year 10, 15, 20, and 25 year increments).

Board Approval Date: July 28 2022

New/Updated Job Classifications



SAN JUAN UNIFIED SCHOOL DISTRICT
 Supervisors Unit Salary Schedule (SJSA)
 2022 – 2023 Salary Schedule

Range	Monthly Hourly	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
A-10	Monthly Hourly	\$3,011 \$17.38	\$3,155 \$18.20	\$3,302 \$19.05	\$3,447 \$19.89	\$3,623 \$20.91	\$3,804 \$21.95
A-11	Monthly Hourly	\$3,089 \$17.82	\$3,227 \$18.62	\$3,374 \$19.47	\$3,534 \$20.39	\$3,709 \$21.40	\$3,896 \$22.47
A-12	Monthly Hourly	\$3,155 \$18.20	\$3,302 \$19.05	\$3,447 \$19.89	\$3,618 \$20.88	\$3,799 \$21.92	\$3,989 \$23.01
A-13	Monthly Hourly	\$3,227 \$18.62	\$3,374 \$19.47	\$3,534 \$20.39	\$3,700 \$21.34	\$3,884 \$22.41	\$4,080 \$23.54
A-14	Monthly Hourly	\$3,302 \$19.05	\$3,447 \$19.89	\$3,618 \$20.88	\$3,788 \$21.85	\$3,976 \$22.94	\$4,176 \$24.10
A-15	Monthly Hourly	\$3,374 \$19.47	\$3,534 \$20.39	\$3,700 \$21.34	\$3,871 \$22.34	\$4,060 \$23.42	\$4,261 \$24.58
A-16	Monthly Hourly	\$3,447 \$19.89	\$3,618 \$20.88	\$3,788 \$21.85	\$3,964 \$22.87	\$4,161 \$24.00	\$4,367 \$25.19
A-17	Monthly Hourly	\$3,534 \$20.39	\$3,700 \$21.34	\$3,871 \$22.34	\$4,058 \$23.41	\$4,263 \$24.59	\$4,476 \$25.83
A-18	Monthly Hourly	\$3,618 \$20.88	\$3,788 \$21.85	\$3,964 \$22.87	\$4,152 \$23.96	\$4,363 \$25.17	\$4,581 \$26.43
A-19	Monthly Hourly	\$3,700 \$21.34	\$3,871 \$22.34	\$4,058 \$23.41	\$4,241 \$24.47	\$4,453 \$25.69	\$4,674 \$26.96
A-20	Monthly Hourly	\$3,788 \$21.85	\$3,964 \$22.87	\$4,152 \$23.96	\$4,348 \$25.09	\$4,562 \$26.32	\$4,791 \$27.64
A-21	Monthly Hourly	\$3,871 \$22.34	\$4,058 \$23.41	\$4,241 \$24.47	\$4,452 \$25.68	\$4,674 \$26.96	\$4,908 \$28.32
A-22	Monthly Hourly	\$3,964 \$22.87	\$4,152 \$23.96	\$4,348 \$25.09	\$4,550 \$26.25	\$4,776 \$27.55	\$5,013 \$28.92
A-23	Monthly Hourly	\$4,058 \$23.41	\$4,241 \$24.47	\$4,452 \$25.68	\$4,650 \$26.83	\$4,885 \$28.19	\$5,130 \$29.59
A-24	Monthly Hourly	\$4,152 \$23.96	\$4,348 \$25.09	\$4,550 \$26.25	\$4,762 \$27.47	\$4,998 \$28.84	\$5,249 \$30.28
A-25	Monthly Hourly	\$4,241 \$24.47	\$4,452 \$25.68	\$4,650 \$26.83	\$4,876 \$28.13	\$5,117 \$29.52	\$5,374 \$31.00
A-26	Monthly Hourly	\$4,348 \$25.09	\$4,550 \$26.25	\$4,762 \$27.47	\$4,999 \$28.84	\$5,254 \$30.31	\$5,517 \$31.83
A-27	Monthly Hourly	\$4,452 \$25.68	\$4,650 \$26.83	\$4,876 \$28.13	\$5,114 \$29.50	\$5,367 \$30.96	\$5,634 \$32.50



SAN JUAN UNIFIED SCHOOL DISTRICT
Supervisors Unit Salary Schedule (SJSA)
2022 – 2023 Salary Schedule

A-28	Monthly Hourly	\$4,550 \$26.25	\$4,762 \$27.47	\$4,999 \$28.84	\$5,228 \$30.16	\$5,496 \$31.71	\$5,773 \$33.30
A-29	Monthly Hourly	\$4,650 \$26.83	\$4,876 \$28.13	\$5,114 \$29.50	\$5,356 \$30.90	\$5,624 \$32.44	\$5,903 \$34.06
A-30	Monthly Hourly	\$4,762 \$27.47	\$4,999 \$28.84	\$5,228 \$30.16	\$5,489 \$31.67	\$5,764 \$33.25	\$6,054 \$34.93
A-31	Monthly Hourly	\$4,876 \$28.13	\$5,114 \$29.50	\$5,356 \$30.90	\$5,616 \$32.40	\$5,894 \$34.01	\$6,186 \$35.69
A-32	Monthly Hourly	\$4,999 \$28.84	\$5,228 \$30.16	\$5,489 \$31.67	\$5,745 \$33.15	\$6,030 \$34.78	\$6,332 \$36.53
A-33	Monthly Hourly	\$5,114 \$29.50	\$5,356 \$30.90	\$5,616 \$32.40	\$5,871 \$33.87	\$6,168 \$35.59	\$6,478 \$37.37
A-34	Monthly Hourly	\$5,228 \$30.16	\$5,489 \$31.67	\$5,745 \$33.15	\$6,024 \$34.75	\$6,329 \$36.51	\$6,646 \$38.34
A-35	Monthly Hourly	\$5,356 \$30.90	\$5,616 \$32.40	\$5,871 \$33.87	\$6,158 \$35.53	\$6,469 \$37.32	\$6,792 \$39.18
A-36	Monthly Hourly	\$5,489 \$31.67	\$5,745 \$33.15	\$6,024 \$34.75	\$6,316 \$36.44	\$6,627 \$38.23	\$6,959 \$40.15
A-37	Monthly Hourly	\$5,616 \$32.40	\$5,871 \$33.87	\$6,158 \$35.53	\$6,458 \$37.26	\$6,784 \$39.13	\$7,124 \$41.10
A-38	Monthly Hourly	\$5,745 \$33.15	\$6,024 \$34.75	\$6,316 \$36.44	\$6,614 \$38.16	\$6,945 \$40.06	\$7,293 \$42.07
A-39	Monthly Hourly	\$5,871 \$33.87	\$6,158 \$35.53	\$6,458 \$37.26	\$6,771 \$39.07	\$7,110 \$41.02	\$7,465 \$43.07
A-40	Monthly Hourly	\$6,024 \$34.75	\$6,316 \$36.44	\$6,614 \$38.16	\$6,943 \$40.05	\$7,284 \$42.02	\$7,647 \$44.12
A-41	Monthly Hourly	\$6,158 \$35.53	\$6,457 \$37.26	\$6,771 \$39.07	\$7,105 \$40.99	\$7,461 \$43.05	\$7,836 \$45.21
A-42	Monthly Hourly	\$6,316 \$36.44	\$6,613 \$38.15	\$6,943 \$40.05	\$7,271 \$41.95	\$7,634 \$44.04	\$8,016 \$46.25
A-43	Monthly Hourly	\$6,458 \$37.26	\$6,771 \$39.07	\$7,106 \$41.00	\$7,441 \$42.93	\$7,818 \$45.11	\$8,209 \$47.36
A-44	Monthly Hourly	\$6,614 \$38.16	\$6,943 \$40.05	\$7,271 \$41.95	\$7,627 \$44.01	\$8,008 \$46.19	\$8,409 \$48.51
A-45	Monthly Hourly	\$6,771 \$39.07	\$7,105 \$40.99	\$7,441 \$42.93	\$7,808 \$45.04	\$8,200 \$47.31	\$8,607 \$49.65
A-46	Monthly Hourly	\$6,943 \$40.05	\$7,271 \$41.95	\$7,627 \$44.01	\$7,996 \$46.13	\$8,395 \$48.43	\$8,816 \$50.86



SAN JUAN UNIFIED SCHOOL DISTRICT
Supervisors Unit Salary Schedule (SJSA)
2022 – 2023 Salary Schedule

A-47	Monthly Hourly	\$7,125 \$41.11	\$7,441 \$42.93	\$7,808 \$45.04	\$8,184 \$47.22	\$8,596 \$49.59	\$9,025 \$52.08
A-48	Monthly Hourly	\$7,271 \$41.95	\$7,627 \$44.01	\$7,996 \$46.13	\$8,381 \$48.36	\$8,800 \$50.77	\$9,239 \$53.30
A-49	Monthly Hourly	\$7,441 \$42.93	\$7,808 \$45.04	\$8,184 \$47.22	\$8,582 \$49.52	\$9,011 \$51.98	\$9,461 \$54.58
A-50	Monthly Hourly	\$7,627 \$44.01	\$7,996 \$46.13	\$8,381 \$48.36	\$8,797 \$50.75	\$9,235 \$53.28	\$9,696 \$55.94

Board Approval Date: July 28, 2022