# **AGREEMENT**

**JULY 1, 2023 – JUNE 30, 2026** 

# **BETWEEN**

# LOS ALAMITOS UNIFIED SCHOOL DISTRICT



# **AND**

# CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #324



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# **ARTICLE I - RECOGNITION**

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

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

#### **INCLUDED:**

Accounting Assistant I

Accounting Assistant II

Administrative Assistant I

Administrative Assistant II

Athletic Equipment Attendant

Athletic Facilities Manager

Athletic Trainer

Attendance Accounting Technician

Attendance Clerk

Buildings & Grounds Maintenance Worker

**Bus Driver** 

**Business Services Specialist** 

Campus Supervisor

Child Development Program Technician

Clerical Assistant I

Clerical Assistant II

Clerical Assistant III

College and Career Guidance Technician

Computer AV Technician

Computer Systems Coordinator

Counseling Assistant

Custodian

**Database Specialist** 

**Data Processing Technician** 

Delivery Driver / Warehouse Assistant

Extended Day Care Center Assistant

Extended Day Care Center Lead Assistant

Facilities/Grounds Maintenance Lead Person

Food Service Assistant I

Food Service Assistant III

Food Service Assistant Cook

#### **CLASSIFIED AGREEMENT**

Food Service Assistant - Satellite Cafeteria

Grounds Maintenance Worker I

Grounds Maintenance Worker II

Head Custodian

Health Clerk

High School Lead Day Custodian

High School Secretary I

High School Secretary II

High School Switchboard Operator

Human Resources Personnel Technician

**HVAC** Mechanic

Information Systems Specialist I

Information Systems Specialist II

Information Systems Technician

Instructional Art Specialist

**Instructional Assistant** 

Instructional Assistant – Accompanist

Instructional Assistant – Band Wind Instrument Specialist

Instructional Assistant - Bilingual

Instructional Assistant – Continuing and Alternative Education

Instructional Assistant – Dance & Choreography

Instructional Assistant – Detention

Instructional Assistant – Drama & Theatre

Instructional Assistant – Early Childhood Education

Instructional Assistant - English Language

Instructional Assistant – General Music

Instructional Assistant – Infant Care

Instructional Assistant – Instrumental Music

Instructional Assistant – Marching Band & Percussion

Instructional Assistant - Mathematics & Science

Instructional Assistant – Media Center & Technology

Instructional Assistant – Orchestra String Specialist

Instructional Assistant - Physical Education

Instructional Assistant – Reading Lab

Instructional Assistant - Special Education

Instructional Assistant – Visual Arts

Instructional Assistant - Vocal Music Show Choir

Instructional Materials Clerk

Intensive Behavioral Instruction Assistant

K-16 Personnel

Lead Bus Driver

Lead Instructional Assistant – Behavior Intervention

Library Media Technician

Licensed Vocational Nurse

Mechanic

Media Center Assistant

Media Center Assistant - High School

**Network Security Analyst** 

Painter

Payroll Technician I

Payroll Technician II

Personnel Assistant

Playground Supervisors who hold another part-time probationary or permanent position in the District's classified service\*

Pool Maintenance Worker

Preschool Lead

**Purchasing Assistant** 

**Purchasing Services Lead** 

Reprographic Services Specialist

School Readiness and Community Liaison

School Office Coordinator - Continuation High School

School Office Coordinator

Skilled Maintenance Worker

Skilled Maintenance Worker - Carpenter

Skilled Maintenance Worker - Electrical

Skilled Maintenance Worker - HVAC

Skilled Maintenance Worker - Plumbing

Speech and Language Pathology Assistant

Student Records Clerk

Student Records Clerk – Continuation High School

Systems Analyst I

Theatre Production Technician

Visual Arts Gallery Assistant

Visual Arts Lab Technician

Warehouse Lead Person

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

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#### **EXCLUDED:**

# Confidential

Administrative Assistant II (Human Resources, Business Services, Instructional Services)

Certificated Personnel Specialist

Classified Personnel Specialist

Executive Assistant to the Superintendent

Health Benefits/Risk Management Specialist

Management

Assistant Superintendent

Bond Program Manager

Communications and Public Information Officer

Coordinator

Deputy Superintendent

Director and Assistant Director

Extended Day Care Center Supervisor

Extended Day Care Center Program Supervisor

Food Services Program Supervisor

Food Services Supervisor

High School Plant Supervisor

Maintenance Supervisor

**Nutrition Operations Manager** 

Theater Production Supervisor

Transportation Operations Supervisor

#### Classified Exempt

Full-Time Students working as Instructional Assistants

**Playground Supervisors** 

**Temporary Classified Employees** 

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

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

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

# **ARTICLE II - EMPLOYEE RIGHTS**

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

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

#### **ARTICLE III - ASSOCIATION RIGHTS**

#### A. Access

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

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

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

# B. <u>Distribution and Posting of Materials</u>

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

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

# C. Use of Internal School Mail System

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

#### D. Content Restrictions

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

#### E. Information

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

The District agrees to, by October 15 of each school year (and March 15 if requested), provide the name and job classification of each unit member. Upon request by CSEA, phone numbers and addresses of bargaining unit members will be provided to the Association unless the district has on file a specific request from the employee not to release this information specifically to CSEA. The Association agrees to use such information for internal organization purposes only, and not to disclose it to any third party. The District agrees to provide the Association with a copy of the revised (updated) seniority list no later than May1 unless otherwise notified.

# F. Released Time

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

# G. Representative Rights

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

# H. Seniority

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

# I. New Employee Orientation

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

# 1. District Notice to CSEA of New Hires

The District shall provide CSEA notice of any newly hired unit member, within thirty (30) days of date of hire, via electronic mail to the CSEA Chapter President and the assigned Labor Relations Representative which will include the following information:

- i. Full Legal Name
- ii. Date of Hire
- iii. Classification
- iv. Site/Department

#### 2. Employee Information

"Newly hired employee" or "new hire" means any employee who is a member of the CSEA classified bargaining unit and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA bargaining unit. The District shall provide CSEA with contact information for new hires. The information will be provided to CSEA in a secure manner, normally by electronic

means. The information may be provided by non-electronic means if electronic transmission is unsecure or otherwise unavailable. The information will be provided within 30 days of the employee's date of hire. To the extent the District possesses the following contact information, it shall provide:

```
i. First name;
ii. Middle initial:
iii. Last name:
iv. Suffix (e.g. Jr., III);
v. Job title/classification;
vi. Department;
vii. Primary worksite name;
viii. Work telephone number;
ix. Home street address (incl. apartment #);
x. City;
xi. State;
xii. ZIP Code (5 or 9 digits);
xiii. Home telephone number (10 digits);
xiv. Personal cellular telephone number (10 digits);
xv. Personal email address of the employee;
xvi. Employee ID;
xvii. CalPERS status:
xviii. Hire date
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This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

#### Periodic Update of Contact Information:

The District shall provide CSEA with a list of all bargaining unit members' names and contact information on the last working day of September, January, and May. The information will be provided to CSEA electronically via a mutually agreeable secure File Transfer Protocol (FTP) site or service. This contact information shall also include the following information, with each field listed in its own column:

```
i. First name;ii. Middle initial;iii. Last name;iv. Suffix (e.g. Jr., III);v. Job title/classification;vi. Department;
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vii. Primary worksite name;
viii. Work telephone number;
ix. Home street address (incl. apartment#);
x. City;
xi. State;
xii. ZIP Code (5 or 9 digits);
xiii. Home telephone number (10 digits);
xiv. Personal cellular telephone number (10 digits);
xv. Personal email address of the employee;
xvi. Birth date;
xvii. Employee ID;
xviii. CalPERS status;
xix. Hire date
```

#### 3. New Employee Orientation

"New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters. The District shall provide CSEA mandatory access to its new employee orientations. Such access shall consist of CSEA conducting meetings with new employees. CSEA shall receive as much notice as reasonably possible but not less than 2 days' notice in advance of an orientation. Upon mutual agreement, the District and CSEA can request to reschedule the new employee orientation, as stated in section in above, not to exceed 5 working days from the original scheduled new employee orientation date.

- 4. CSEA shall have a total of 24 hours per school year of paid release time to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session(s) at no cost to the District.
- 5. The District shall include the CSEA membership application in any employee orientation packet of District materials provided to any newly hired unit members. CSEA shall provide the copies of the CSEA membership applications to the District for distribution. If either party has an interest to change the manner in which it conducts the new employee orientation, the parties shall meet and renegotiate this Agreement. The orientation session shall be held on District property. During CSEA's orientation session, no District manager, supervisor, or non-unit employee shall be present.

# **ARTICLE IV – ORGANIZATIONAL SECURITY**

#### A. Access

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

#### B. Check Off

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

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

# C. Dues Deduction

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

# D. Service Fee

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

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

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

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

#### E. Religious Objection

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

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

#### F. Deduction and Payment of Charitable Contributions

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

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

#### G. Hold Harmless Provision

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

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

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

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

#### **ARTICLE V - DISTRICT RIGHTS**

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

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

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

#### **ARTICLE VI - HOURS**

#### A. Work Schedule

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

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

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

For employees that work less than 10 months, the work year starts on the first student day and ends on the last student day. Less than 10-month employees work on the Fall Staff Development Day to participate in professional development provided by the District. Employees may use accrued vacation time on the Spring Staff Development Day or remain on unpaid status.

Planning Days are days outside of the work year calendar for less than 10-month employees. Planning Days are unpaid for less than 10-month employees. Employees may use accrued vacation time on non-student days

#### B. Overtime

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

When the District determines that overtime is required and determines that a pool of equally qualified employees exists, the supervisor shall allocate such overtime on a rotational basis when practicable in the judgment of the supervisor. In such cases, the District will make a

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

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

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

# C. Cancellation of Scheduled Overtime

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

#### D. Overtime Pay on Holidays

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

#### E. Call In Time

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

# F. Call Back Time

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

# G. Compensatory Time Off

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

# H. Increase in Hours

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

# I. Lunch Periods and Rest Periods

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

# J. Bus Driver Standby Time

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

# K. Mileage

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

# L. Holidays

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

Independence Day

Labor Day

Veterans' Day

Thanksgiving Day

Day after Thanksgiving Day

Day before Christmas Day

Christmas Day

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

New Year's Day

Martin Luther King's Birthday

Lincoln's Birthday

Washington's Birthday

Monday or Friday of the week of spring recess

Memorial Day

#### M. Vacations

Vacation shall be earned as follows for all employees:

#### CLASSIFIED VACATION SCHEDULE

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

The above schedule is based on a 12-month, 8-hours per day regular assignment work year and is prorated for all other Full-Time Equivalent (FTE) and work year calendars.

Vacation schedules shall be prepared by the administration with consideration given to the requests of the unit member, consistent with the needs of the District, the workload of the department, and the need to minimize substitute costs.

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

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

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

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

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

# N. State Mandated Trainings

District will notify employees of required trainings and provide an opportunity for all employees to complete mandated training courses listed below, during paid time, prior to the required deadline(s).

Mandated Reporter

Sexual Harassment

**Students Experiencing Homelessness** 

# **ARTICLE VII - LEAVE OF ABSENCE**

#### A. General Provisions

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

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

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

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

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

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

# B. Return to Service

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

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

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

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

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

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

# C. Sick Leave - Personal Illness and Injury

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

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

#### 8. Extended Sick Leave

When a regular classified employee is absent from his or her duties on account of illness of accident, whether or not the absence arises out of or in the course of employment, the employee shall be entitled to the following extended leave benefit after he or she has exhausted all sick leave authorized by Section 45191 of the Education Code and Rule 60.500.2 to which the employee may be entitled.

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

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

# D. Bereavement

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

#### E. Jury Duty

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

#### F. Personal Leave

#### 1. General Provision

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

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

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

#### 2. Procedures

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

# G. Sick Leave Allowed for Personal Necessity

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

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

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

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

Personal necessity leave shall be limited to:

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

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

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

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

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

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

# H. Request for Additional Leave

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

# I. Industrial Accident and Illness

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

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

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

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

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

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

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

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

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

#### J. Pregnancy Disability Leave

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

#### 1. General Requirements

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

#### 2. Leave of Absence

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

#### 3. Notice of Disability Leave Related to Childbirth or Pregnancy

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

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

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

#### 4. Leave of Absence for Child Care

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

#### K. Parental Leave

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

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

- f. Parental leave under this section runs concurrently with parental (child bonding) leave under the California Family Rights Act (CFRA). The total amount of parental leave may not exceed 12 workweeks in any 12-month period.
- g. If both parents are employed by the District, they may use a combined total of 12 workweeks of parental leave under this section.

#### L. Leave of Absence for Child Care

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

#### M. Family Leave

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

#### ARTICLE VIII - GRIEVANCE PROCEDURE

#### A. Definitions

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

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

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

#### B. Procedures

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

#### Informal Level:

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

#### Formal Level:

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

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

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

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

#### C. Association Representation

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

#### D. Advisory Arbitration Alternative

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

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

#### E. Reasonable Released Time

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

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

#### F. Failure to Meet Time Limits

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

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

#### G. Confidentiality

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

#### **ARTICLE IX - WORK STOPPAGE**

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

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#### **ARTICLE X- SAFETY**

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

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

Any abuse of school personnel, assault or battery upon school personnel or any threat of force or violence directed toward school personnel at any time or place which is related to school activity or school attendance shall be reported by employees to their immediate supervisor and to the police as appropriate. Employees shall complete reports required by the District relating to the violations described herein.

#### **ARTICLE XI – EVALUATION**

#### A. When Evaluations Are To Be Made

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

#### B. Who Evaluates

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

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

#### C. Evaluation Procedure

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

#### D. Performance Improvement Plan

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

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

#### E. Appeal Procedure

The evaluation may be appealed pursuant to the following:

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

#### **ARTICLE XII - SEPARABILITY AND SAVINGS**

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

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

# **ARTICLE XIII - SUPPORT OF AGREEMENT**

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

# **ARTICLE XIV - ENTIRE AGREEMENT**

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

#### ARTICLES XV - RULES OF APPLICATION FOR SALARY PLACEMENT

#### A. Initial Placement

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

#### B. Step Advancement

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

#### C. Longevity Advancement

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

#### D. Placement When Promoted

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

#### E. Placement When Demoted

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

#### F. Placement After Leave of Absence

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

#### G. Shift Differential

A shift differential of two and one-half percent (2.5%) shall be paid to employees who are regularly assigned to a work schedule which includes the hours between 12 a.m. and 5 a.m.

#### H. Expense Reimbursement

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

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

#### I. Job Description Review

The District and CSEA shall ensure that job descriptions are reviewed and updated every seven (7) years to accurately reflect current duties, responsibilities and qualifications beginning the 2025/2026 school year.

#### **ARTICLE XVI - SALARY AND FRINGE BENEFITS**

#### A. Salary

- 1. Notwithstanding any work-year calendar previously agreed upon by the parties for 2009-2010, the following days during the 2009-2010 school year shall be designated as non-work days for which unit members shall not be compensated:
  - a. For all schools except Weaver, April 2, 2010 (Friday before spring break). For employees assigned to Weaver, June 24, 2010.
  - b. May 28, 2010 (Friday before Memorial Day weekend)
- 2. Notwithstanding any work-year calendar previously agreed upon by the parties for 2010-2011, the following days during the 2010-11 school year shall be designated as non-work days for which unit members shall not be compensated:
  - a. October 15, 2010 (10, 10.5, 11 and 12-month employees only)
  - b. January 3, 2011 (day following winter break) (10, 10.5, 11 and 12-month employees only)
  - c. February 18, 2011 (Friday before Presidents' Day weekend)
  - d. May 27, 2011 (Friday before Memorial Day weekend)
  - e. For all schools, the student calendar will be reduced by two student days at the end of the school year. June 15 and 16 will be student-free days. For schools on a traditional calendar, the last student day will now be June 14, 2011.
    - There will be a non-workday on June 16, 2011, for all classified employees on a traditional school calendar.
    - For Weaver, June 22 and 23, 2011, will be student-free days. The last student day for Weaver will be June 21, 2011.
    - For employees assigned to Weaver, June 23, 2011, will be a non-workday for all classified employees.
  - f. June 17, 2011, for all classified employees. For 9.5-month employees, June 17 will be designated as the 181<sup>st</sup> day of the work year, a teacher planning day in the original 2010-11 school year. June 17 shall be a non-workday for 9.5-month employees instead of the optional days previously available on January 31 and June 3.

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

#### B. Fringe Benefits

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

#### District Contribution Toward Unit Member Health Benefit Coverage

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

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

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

#### Insurance Coverage

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

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

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

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

#### D. Early Retirement Benefit Option

#### 1. Health Insurance Benefits

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

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

Unit members hired on or after July 1, 2010, must complete twenty (20) years of satisfactory service in the District by June 30 of the year in which the unit member otherwise qualifies for retirement under PERS to be eligible for early retirement health

benefits. The twenty (20) years need not be continuous, but shall have been served within the last twenty-five (25) years.

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

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

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

#### A. Term

This Successor Agreement shall become effective on July 1, 2023, and shall remain in full force and effect up to and including June 30, 2026, and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing of its request to modify, amend, or terminate the Agreement.

#### B. Reopeners

If by September 30<sup>th</sup> of the 2023-2024 fiscal year the District receives funding based on a LCFF Funded COLA below 7% or above 9%, the parties agree to come together and meet on this issue.

#### C. Ground Rules for Negotiations

The association shall make its initial proposal to the Board of Education for the 2023-2025 school year by the May board meeting.

#### LANGUAGE FOR THE TENTATIVE AGREEMENTS

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

Mitch Banales Bargaining Chair

California School Employees Association Chapter 324 President

Labor Relations Representative California School Employees Association

Ryan Weiss-Wright, Ed.D.

Chief Negotiator

Assistant Superintendent, Human Resources

Los Alamitos Unified School District

Signed on this date

Board Approval: February 13, 2024

#### **APPENDIX I**

#### **APPENDIX II - LAYOFF**

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

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

#### **APPENDIX III -SALARY SCHEDULE**

#### <u>APPENDIX IV – SCHEDULE OF MEDICAL BENEFITS</u>

#### <u>APPENDIX V – RELATIONSHIP COMPACT</u>

# BARGAINING UNIT SALARY RANGES Effective July 1, 2022

# APPENDIX III

BARGAINING UNIT CLASSIFICATION SALA		BARGAINING UNIT CLASSIFICATION SALARY F	
Classification	Range	Classification	Range
Accounting Assistant I	57	Instructional Art Specialist	42
Accounting Assistant II	63	Instructional Assistant	37
Administrative Assistant I	74	Instructional Assistant - Accompanist	37
Administrative Assistant II	88	Instructional Assistant - Bilingual	40
Athletic Equipment Attendant	59	Instructional Assistant - Cont/Adult Ed	48
Athletic Facilities Manager	59	Instructional Assistant - Detention	41
Athletic Trainer	102	Instructional Assistant - Early Childhood Education	37
Attendance Accounting Technician	68	Instructional Assistant - English Language	40
Attendance Clerk	57	Instructional Assistant - Infant Care	37
Building and Grounds Maintenance Worker	68	Instructional Assistant - Mathematics & Science	48
Bus Driver	58	Instructional Assistant - Media Center & Technology	46
Business Services Specialist	77	Instructional Assistant - Physical Education	40
Campus Supervisor	41	Instructional Assistant - Reading Lab	40
Certificated Personnel Specialist	77	Instructional Assistant - Special Education	40
Child Development Program Technician	66	Instructional Materials Clerk	53
Classified Personnel Specialist	77	Intensive Behavioral Instruction Assistant	45
Clerical Assistant I	40	Lead Bus Driver	63
Clerical Assistant II	48	Lead Instructional Assistant - Behavior Intervention	48
Clerical Assistant III	57	Library Media Technician	68
College and Career Guidance Technician	67	Licensed Vocational Nurse (LVN)	66
Computer Systems Coordinator	91	Mechanic	78
Counseling Assistant	62	Media Center Assistant - High School	51
Custodian	59	Network Security Analyst	106
Data Processing Technician	68	Painter	81
Database Specialist	89	Payroll Technician I	57
Delivery Driver / Warehouse Assistant	63	Payroll Technician II	67
Driver Trainer	63	Personnel Assistant	60
Extended Day Care Center Assistant	32	Personnel Clerk - Substitutes	57
Extended Day Care Center Assistant Lead	40	Playground Supervisor (dual class)	20
Facility/Grounds Maintenance Lead	78	Preschool Lead Person	67
Food Service Assistant Cook	37	Purchasing Assistant	74
Food Service Assistant I	25	Purchasing Services Lead	80
Food Service Assistant III	29	Reprographic Services Specialist	60
Food Service Satellite Café	30	School Office Coordinator	68
Food Service Technician	58	School Readiness and Community Liaison	54
Grounds Maintenance Worker I	59	Skilled Maintenance Worker	78
Grounds Maintenance Worker II	64	Skilled Maintenance Worker - Electrical	78 78
Head Custodian	62	Skilled Maintenance Worker - Plumbing	78 78
Health Clerk	51	Speech/Language Pathology Assistant	67
High School Lead Day Custodian	71	Student Records Clerk	58
High School Secretary I	59	Systems Analyst I	38 106
High School Secretary II	72	Theatre Production Technician	
·			55 72
HVAC Mechanic	85	Warehouse Lead Person	73
IMC Office Coordinator	74		
Information Systems Specialist I	94		
Information Systems Specialist II	98		
Information Systems Technician	67		

# BARGAINING UNIT SALARY RANGES Effective July 1, 2022

						:uve	e july 1, 2					
1			STEP 3					STEP 1	STEP 2		STEP 4	
RANGE 20	3,041	3,191	3,354	3,523	3,698		RANGE 53	4,392	4,606	4,842	5,080	5,340
	17.55	18.41	19.35	20.32	21.33			25.34	26.58	27.94	29.31	30.80
RANGE 25	3,329	3,493	3,664	3,849	4,039		RANGE 54	4,437	4,655	4,890	5,128	5,389
	19.20	20.15	21.14	22.20	23.31			25.60	26.85	28.21	29.58	31.09
RANGE 26	3,357	3,523	3,700	3,885	4,081		RANGE 55	4,482	4,704	4,938	5,183	5,446
	19.36	20.33	21.34	22.41	23.54			25.86	27.14	28.49	29.89	31.42
RANGE 27	3,392	3,560	3,741	3,924	4,120		RANGE 56	4,524	4,752	4,985	5,236	5,502
	19.57	20.53	21.59	22.64	23.77			26.10	27.41	28.76	30.21	31.74
RANGE 28	3,426	3,594	3,777	3,960	4,161		RANGE 57	4,566	4,797	5,036	5,287	5,552
	19.76	20.74	21.78	22.85	24.01			26.34	27.68	29.05	30.50	32.03
RANGE 29	3,457	3,630	3,812	4,004	4,202		RANGE 58	4,612	4,848	5,091	5,344	5,604
RANGE 29	19.95	20.94	21.99	23.09	24.24		KANGE 36	26.61	27.97	29.37	30.83	32.34
DANCE 20							DANCE 50					
RANGE 30	3,494	3,667	3,851 22.22	4,045 23.34	4,244		RANGE 59	4,661	4,892	5,138	5,395 31.13	5,662
	20.15	21.15			24.48			26.89	28.22	29.64		32.67
RANGE 31	3,527	3,702	3,886	4,086	4,287		RANGE 60	4,707	4,945	5,188	5,450	5,722
	20.35	21.36	22.42	23.58	24.73			27.15	28.53	29.93	31.44	33.02
RANGE 32	3,564	3,742	3,927	4,126	4,331		RANGE 61	4,757	4,994	5,241	5,504	5,776
	20.56	21.59	22.66	23.80	24.98			27.44	28.81	30.24	31.75	33.32
RANGE 33	3,597	3,780	3,970	4,166	4,374		RANGE 62	4,804	5,045	5,293	5,557	5,837
	20.76	21.81	22.91	24.03	25.24			27.71	29.11	30.53	32.05	33.67
RANGE 34	3,634	3,813	4,008	4,210	4,420		RANGE 63	4,855	5,097	5,346	5,612	5,895
	20.97	22.00	23.12	24.29	25.50			28.00	29.40	30.84	32.38	34.01
RANGE 35	3,669	3,853	4,047	4,249	4,458		RANGE 64	4,897	5,143	5,401	5,672	5,954
	21.17	22.24	23.35	24.52	25.71			28.25	29.67	31.16	32.72	34.34
RANGE 36	3,707	3,892	4,089	4,288	4,506		RANGE 65	4,947	5,190	5,452	5,725	6,010
KANGE 30	21.38	22.45	23.59	24.74	26.00		KANGE 03	28.54	29.94	31.45	33.04	34.68
DANCE 27							DANCE ((					
RANGE 37	3,747	3,931	4,127	4,334	4,551		RANGE 66	4,997	5,246	5,509	5,783	6,070
	21.62	22.68	23.80	25.00	26.25			28.83	30.26	31.78	33.36	35.01
RANGE 38	3,781	3,971	4,171	4,378	4,595		RANGE 67	5,047	5,295	5,571	5,841	6,130
	21.82	22.92	24.06	25.26	26.51			29.12	30.54	32.14	33.70	35.37
RANGE 39	3,817	4,012	4,213	4,423	4,643		RANGE 68	5,102	5,356	5,619	5,899	6,199
	22.02	23.14	24.30	25.51	26.78			29.43	30.90	32.41	34.03	35.76
RANGE 40	3,857	4,052	4,250	4,464	4,689		RANGE 69	5,151	5,410	5,679	5,963	6,260
	22.25	23.38	24.52	25.75	27.05			29.71	31.21	32.76	34.40	36.12
RANGE 41	3,899	4,091	4,293	4,510	4,739		RANGE 70	5,205	5,457	5,737	6,017	6,319
	22.50	23.60	24.76	26.02	27.35			30.02	31.48	33.09	34.71	36.45
RANGE 42	3,934	4,131	4,342	4,555	4,789		RANGE 71	5,251	5,518	5,792	6,074	6,383
1411.02.12	22.70	23.84	25.05	26.28	27.63		10271	30.29	31.83	33.42	35.04	36.82
RANGE 43	3,975	4,172	4,382	4,599	4,834		RANGE 72	5,301	5,573	5,844	6,141	6,445
RANGE 43	22.94	24.07	25.28	26.54	27.89		KANGE /2	30.57	32.15	33.71	35.43	37.18
DANCE 44							DANGE 53					
RANGE 44	4,015	4,217	4,425	4,646	4,876		RANGE 73	5,359	5,626	5,905	6,204	6,515
	23.17	24.33	25.52	26.81	28.13			30.92	32.45	34.07	35.79	37.58
RANGE 45	4,055	4,254	4,468	4,694	4,929		RANGE 74	5,412	5,682	5,967	6,262	6,578
	23.39	24.54	25.78	27.08	28.44			31.22	32.78	34.42	36.13	37.95
RANGE 46	4,093	4,295	4,511	4,742	4,974		RANGE 75	5,464	5,740	6,025	6,326	6,642
	23.61	24.79	26.03	27.37	28.70			31.53	33.11	34.77	36.49	38.32
RANGE 47	4,137	4,345	4,559	4,793	5,027		RANGE 76	5,520	5,800	6,079	6,390	6,706
	23.87	25.07	26.30	27.65	29.01			31.84	33.46	35.07	36.86	38.69
RANGE 48	4,177	4,389	4,601	4,838	5,074		RANGE 77	5,575	5,853	6,144	6,457	6,775
	24.11	25.33	26.55	27.92	29.27		I	32.16	33.76	35.45	37.25	39.09
RANGE 49	4,220	4,431	4,653	4,885	5,125		RANGE 78	5,633	5,911	6,209	6,523	6,842
	24.34	25.56	26.84	28.18	29.56			32.50	34.11	35.82	37.63	39.47
RANGE 50	4,264	4,474	4,700	4,933	5,180		RANGE 79	5,685	5,972	6,274	6,584	6,910
MAINGE 30	24.60	25.81	27.12	28.46	29.88		RAINGE /3	32.80	34.45	36.19	37.98	39.86
DANCE 51							DANCE					
RANGE 51	4,299	4,519 26.07	4,747 27.38	4,979	5,228		RANGE 80	5,746 33.15	6,032	6,330	6,646 38.34	6,984 40.29
	24.81			28.72	30.16				34.80	36.51		
RANGE 52	4,348	4,564	4,795	5,031	5,281		RANGE 81	5,805	6,090	6,393	6,719	7,050
	25.09	26.33	27.66	29.02	30.47		I	33.49	35.13	36.88	38.76	40.67

	CEED 1	CEED A	CEED 4	CEED 4		tuve july 1, 20		CEED 4	CEED 3	CEED 4	CEED #
RANGE 82	5,856	6,152	6,459	6,781	7,122	RANGE 107	7,514	7,889	8,290	8,704	9,138
RANGE 02	33.78	35.49	37.27	39.13	41.08	KANGE 107	43.35	45.52	47.82	50.21	52.71
DANCE 02						DANCE 100					
RANGE 83	5,916 34.13	6,214 35.86	6,529 37.66	6,850 39.52	7,199 41.54	RANGE 108	7,587 43.77	7,970 45.99	8,374 48.31	8,787 50.70	9,230 53.24
RANGE 84	5,976	6,279	6,591	6,916	7,267	RANGE 109	7,663	8,051	8,456	8,877	9,319
	34.47	36.22	38.03	39.91	41.93		44.20	46.45	48.78	51.21	53.76
RANGE 85	6,037	6,339	6,653	6,990	7,340	RANGE 110	7,740	8,131	8,538	8,967	9,412
	34.83	36.57	38.38	40.33	42.35		44.66	46.90	49.26	51.73	54.30
RANGE 86	6,101	6,401	6,724	7,057	7,410	RANGE 111	7,819	8,210	8,617	9,048	9,503
	35.20	36.93	38.79	40.71	42.75		45.11	47.37	49.71	52.20	54.82
RANGE 87	6,160	6,466	6,786	7,125	7,483	RANGE 112	7,895	8,291	8,706	9,142	9,597
	35.54	37.30	39.15	41.10	43.17		45.54	47.83	50.22	52.74	55.36
RANGE 88	6,221	6,532	6,854	7,203	7,560	RANGE 113	7,979	8,378	8,800	9,236	9,696
	35.89	37.68	39.54	41.55	43.62		46.03	48.33	50.77	53.29	55.93
RANGE 89	6,281	6,594	6,929	7,273	7,632	RANGE 114	8,058	8,461	8,883	9,328	9,795
	36.23	38.05	39.97	41.96	44.03		46.48	48.81	51.25	53.82	56.51
RANGE 90	6,342	6,660	6,994	7,347	7,713	RANGE 115	8,139	8,546	8,975	9,423	9,895
1111110111	36.59	38.43	40.35	42.39	44.50		46.95	49.30	51.78	54.37	57.09
RANGE 91	6,410	6,729	7,063	7,420	7,789	RANGE 116	8,220	8,634	9,063	9,517	9,992
RANGE	36.98	38.83	40.75	42.80	44.94	RANGE 110	47.42	49.81	52.29	54.91	57.64
DANCE 02	6,470	6,793	7,134	7,492	7,866	RANGE 117	8,302	8,718	9,152	9,612	10,093
RANGE 92	37.32	39.19	7,134 41.16	43.22	45.38	KANGE 117	8,302 47.90	50.30	52.80	55.46	58.22
DANCE 03						DANCE 110					
RANGE 93	6,534 37.69	6,860 39.57	7,206 41.57	7,568 43.66	7,946	RANGE 118	8,386	8,806 50.80	9,246 53.34	9,706 56.00	10,195 58.82
					45.84		48.38				
RANGE 94	6,600	6,933	7,279	7,643	8,028	RANGE 119	8,470	8,891	9,340	9,806	10,296
	38.07	39.99	41.99	44.10	46.31		48.87	51.29	53.88	56.57	59.40
RANGE 95	6,669	7,001	7,350	7,721	8,104	RANGE 120	8,554	8,980	9,433	9,905	10,400
	38.48	40.39	42.41	44.54	46.75		49.35	51.81	54.42	57.14	60.00
RANGE 96	6,733	7,070	7,425	7,793	8,187	RANGE 121	8,641	9,070	9,527	10,004	10,505
	38.84	40.78	42.83	44.96	47.24		49.85	52.33	54.96	57.72	60.61
RANGE 97	6,801	7,142	7,502	7,874	8,270						
	39.24	41.20	43.28	45.42	47.70						
RANGE 98	6,872	7,213	7,575	7,953	8,355						
	39.65	41.61	43.71	45.88	48.20						
RANGE 99	6,937	7,288	7,651	8,033	8,436						
	40.01	42.04	44.14	46.34	48.66						
RANGE 100	7,007	7,361	7,731	8,118	8,520						
	40.42	42.48	44.59	46.84	49.15						
RANGE 101	7,074	7,435	7,757	8,198	8,609						
	40.81	42.90	44.74	47.29	49.67						
RANGE 102	7,150	7,509	7,886	8,279	8,692						
Terrior 102	41.25	43.32	45.50	47.77	50.14						
RANGE 103	7,217	7,583	7,963	8,361	8,779						
KANGE 103	41.63	43.74	45.94	48.23	50.65						
DANCE 104											
RANGE 104	7,291 42.07	7,658 44.18	8,043 46.40	8,445 48.72	8,868 51.16						
BANCE INC											
RANGE 105	7,367	7,735	8,127	8,530	8,953						
	42.50	44.63	46.88	49.22	51.66						
RANGE 106	7,438	7,815	8,206	8,613	9,045						
	42.91	45.08	47.35	49.69	52.19						
LONGEVITY	•										

#### LONGEVITY:

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

Board Approved: February 7, 2023

# BARGAINING UNIT SALARY RANGES Effective July 1, 2023

BARGAINING UNIT CLASSIFICATION SALARY F Classification		BARGAINING UNIT CLASSIFICATION SALARY R Classification	
	Range		Rang
Accounting Assistant I	57	Instructional Assistant - Dance & Choreography	48
Accounting Assistant II	63	Instructional Assistant - Detention	41
Administrative Assistant I	74	Instructional Assistant - Drama & Theatre	48
Administrative Assistant II	88	Instructional Assistant - Detention	41
Athletic Equipment Attendant	59	Instructional Assistant - Early Childhood Education	37
Athletic Facilities Manager	59	Instructional Assistant - English Language	40
Athletic Trainer	102	Instructional Assistant - General Music	48
Attendance Accounting Technician	68	Instructional Assistant - Infant Care	37
Attendance Clerk	57	Instructional Assistant - Instrumental Music	48
Building and Grounds Maintenance Worker	68	Instructional Assistant - Marching Band & Percussion	48
Bus Driver	58	Instructional Assistant - Mathematics & Science	48
Business Services Specialist	77	Instructional Assistant - Media Center & Technology	46
Campus Supervisor	41	Instructional Assistant - Orchestra String Specialist	48
Child Development Program Technician	66	Instructional Assistant - Physical Education	40
Clerical Assistant I	40	Instructional Assistant - Reading Lab	48
Clerical Assistant II	48	Instructional Assistant - Special Education	40
Clerical Assistant III	57	Instructional Assistant - Visual Arts	48
College and Career Guidance Technician	67	Instructional Assistant - Vocal Music Show Choir	48
Computer Systems Coordinator	91	Instructional Materials Clerk	53
Counseling Assistant	62	Intensive Behavioral Instruction Assistant	45
Custodian	59	K-16 Key Personnel	67
Oata Processing Technician	68	Lead Bus Driver	63
Database Specialist	89	Lead Instructional Assistant - Behavior Intervention	48
Delivery Driver / Warehouse Assistant	63	Library Media Technician	68
Oriver Trainer	63	Licensed Vocational Nurse (LVN)	66
Extended Day Care Center Assistant	32	Mechanic	78
Extended Day Care Center Assistant Lead	40	Media Center Assistant - High School	51
Facility/Grounds Maintenance Lead	78	Network Security Analyst	106
Food Service Assistant Cook	37	Painter	81
Food Service Assistant I	25	Payroll Technician I	57
Food Service Assistant III	29	Payroll Technician II	67
Food Service Satellite Café	30	Personnel Assistant	60
Food Service Saternic Care	58	Playground Supervisor (dual class)	20
Grounds Maintenance Worker I	59	Pool Maintenance Worker	59
Grounds Maintenance Worker II Head Custodian	64 62	Preschool Lead Person	67 74
		Purchasing Assistant	74
Health Clerk	51	Purchasing Services Lead	80
High School Lead Day Custodian	71	Reprographic Services Specialist	60
High School Secretary I	59	School Office Coordinator	68
High School Secretary II	72	School Readiness and Community Liaison	54
Human Resources Personnel Technician	57	Skilled Maintenance Worker	78
HVAC Mechanic	85	Skilled Maintenance Worker - Carpenter	78
MC Office Coordinator	74	Skilled Maintenance Worker - Electrical	78
nformation Systems Specialist I	94	Skilled Maintenance Worker - HVAC	78
nformation Systems Specialist II	98	Skilled Maintenance Worker - Plumbing	78
nformation Systems Technician	67	Speech/Language Pathology Assistant	67
instructional Art Specialist	42	Student Records Clerk	58
nstructional Assistant	37	Systems Analyst I	100
nstructional Assistant - Accompanist	78	Theatre Production Technician	55
Instructional Assistant - Band Wind Instrument Speciali	48	Visual Arts Gallery Assistant	48
nstructional Assistant - Bilingual	40	Visual Arts Lab Technician	48
Instructional Assistant - Cont/Adult Ed	48	Warehouse Lead Person	73

						ctive July 1, 20					
		STEP 2					STEP 1		STEP 3		STEP 5
RANGE 20	3,132	3,287	3,455	3,629	3,809	RANGE 53	4,524	4,744	4,987	5,232	5,500
	18.08	18.96	19.93	20.94	21.97		26.10	27.38	28.78	30.19	31.72
RANGE 25	3,429	3,598	3,774	3,964	4,160	RANGE 54	4,570	4,795	5,037	5,282	5,551
	19.78	20.75	21.77	22.87	24.01		26.37	27.66	29.06	30.47	32.02
RANGE 26	3,458	3,629	3,811	4,002	4,203	RANGE 55	4,616	4,845	5,086	5,338	5,609
	19.94	20.94	21.98	23.08	24.25		26.64	27.95	29.34	30.79	32.36
RANGE 27	3,494	3,667	3,853	4,042	4,244	RANGE 56	4,660	4,895	5,135	5,393	5,667
	20.16	21.15	22.24	23.32	24.48		26.88	28.23	29.62	31.12	32.69
RANGE 28	3,529	3,702	3,890	4,079	4,286	RANGE 57	4,703	4,941	5,187	5,446	5,719
Turk (GL 20	20.35	21.36	22.43	23.54	24.73	Turn (GE 5)	27.13	28.51	29.92	31.42	32.99
DANCE 20		3,739		4,124	4,328	DANCE 50	4,750			5,504	5,772
RANGE 29	3,561 20.55	21.57	3,926 22.65	23.78	24.97	RANGE 58	27.41	4,993 28.81	5,244 30.25	31.75	33.31
DANCE 20						DANGE 50					
RANGE 30	3,599	3,777	3,967	4,166	4,371	RANGE 59	4,801	5,039	5,292	5,557	5,832
	20.75	21.78	22.89	24.04	25.21		27.70	29.07	30.53	32.06	33.65
RANGE 31	3,633	3,813	4,003	4,209	4,416	RANGE 60	4,848	5,093	5,344	5,614	5,894
	20.96	22.00	23.09	24.29	25.47		27.96	29.39	30.83	32.38	34.01
RANGE 32	3,671	3,854	4,045	4,250	4,461	RANGE 61	4,900	5,144	5,398	5,669	5,949
	21.18	22.24	23.34	24.51	25.73		28.26	29.67	31.15	32.70	34.32
RANGE 33	3,705	3,893	4,089	4,291	4,505	RANGE 62	4,948	5,196	5,452	5,724	6,012
	21.38	22.46	23.60	24.75	26.00		28.54	29.98	31.45	33.01	34.68
RANGE 34	3,743	3,927	4,128	4,336	4,553	RANGE 63	5,001	5,250	5,506	5,780	6,072
	21.60	22.66	23.81	25.02	26.27		28.84	30.28	31.77	33.35	35.03
RANGE 35	3,779	3,969	4,168	4,376	4,592	RANGE 64	5,044	5,297	5,563	5,842	6,133
RANGE 33	21.81	22.91	24.05	25.26	26.48	KANGE 04	29.10	30.56	32.09	33.70	35.37
DANCE 26						DANCE (7					
RANGE 36	3,818 22.02	4,009 23.12	4,212 24.30	4,417 25.48	4,641 26.78	RANGE 65	5,095 29.40	5,346 30.84	5,616 32.39	5,897 34.03	6,190 35.72
RANGE 37	3,859	4,049	4,251	4,464	4,688	RANGE 66	5,147	5,403	5,674	5,956	6,252
	22.27	23.36	24.51	25.75	27.04		29.69	31.17	32.73	34.36	36.06
RANGE 38	3,894	4,090	4,296	4,509	4,733	RANGE 67	5,198	5,454	5,738	6,016	6,314
	22.47	23.61	24.78	26.02	27.31		29.99	31.46	33.10	34.71	36.43
RANGE 39	3,932	4,132	4,339	4,556	4,782	RANGE 68	5,255	5,517	5,788	6,076	6,385
	22.68	23.83	25.03	26.28	27.58		30.31	31.83	33.38	35.05	36.83
RANGE 40	3,973	4,174	4,378	4,598	4,830	RANGE 69	5,306	5,572	5,849	6,142	6,448
	22.92	24.08	25.26	26.52	27.86		30.60	32.15	33.74	35.43	37.20
RANGE 41	4,016	4,214	4,422	4,645	4,881	RANGE 70	5,361	5,621	5,909	6,198	6,509
	23.18	24.31	25.50	26.80	28.17		30.92	32.42	34.08	35.75	37.54
RANGE 42	4,052	4,255	4,472	4,692	4,933	RANGE 71	5,409	5,684	5,966	6,256	6,574
RECOL 42	23.38	24.56	25.80	27.07	28.46	Range /1	31.20	32.78	34.42	36.09	37.92
DANCE 42	4,094					DANCE 72					
RANGE 43	23.63	4,297 24.79	4,513 26.04	4,737 27.34	4,979 28.73	RANGE 72	5,460 31.49	5,740 33.11	6,019 34.72	6,325 36.49	6,638 38.30
						D					
RANGE 44	4,135	4,344	4,558	4,785	5,022	RANGE 73	5,520	5,795	6,082	6,390	6,710
	23.87	25.06	26.29	27.61	28.97		31.85	33.42	35.09	36.86	38.71
RANGE 45	4,177	4,382	4,602	4,835	5,077	RANGE 74	5,574	5,852	6,146	6,450	6,775
	24.09	25.28	26.55	27.89	29.29		32.16	33.76	35.45	37.21	39.09
RANGE 46	4,216	4,424	4,646	4,884	5,123	RANGE 75	5,628	5,912	6,206	6,516	6,841
	24.32	25.53	26.81	28.19	29.56		32.48	34.10	35.81	37.58	39.47
RANGE 47	4,261	4,475	4,696	4,937	5,178	RANGE 76	5,686	5,974	6,261	6,582	6,907
	24.59	25.82	27.09	28.48	29.88		32.80	34.46	36.12	37.97	39.85
RANGE 48	4,302	4,521	4,739	4,983	5,226	RANGE 77	5,742	6,029	6,328	6,651	6,978
	24.83	26.09	27.35	28.76	30.15		33.12	34.77	36.51	38.37	40.26
RANGE 49	4,347	4,564	4,793	5,032	5,279	RANGE 78	5,802	6,088	6,395	6,719	7,047
NAME TO	25.07	26.33	4,793 27.65	29.03	30.45	MAIGE /6	33.48	35.13	36.89	38.76	40.65
DANCE 50						DANCE 50					
RANGE 50	4,392 25.34	4,608 26.58	4,841 27.93	5,081 29.31	5,335 30.78	RANGE 79	5,856 33.78	6,151	6,462 37.28	6,782 39.12	7,117 41.06
						w		35.48			
RANGE 51	4,428	4,655	4,889	5,128	5,385	RANGE 80	5,918	6,213	6,520	6,845	7,194
	25.55	26.85	28.20	29.58	31.06		34.14	35.84	37.61	39.49	41.50
RANGE 52	4,478	4,701	4,939	5,182	5,439	RANGE 81	5,979	6,273	6,585	6,921	7,262
	25.84	27.12	28.49	29.89	31.38		34.49	36.18	37.99	39.92	41.89

	STED 1	STEP 2	STED 2	STED 4		ive july 1, 20	STEP 1	STED 2	STEP 3	STED 1	STEP 5
RANGE 82	6,032	6,337	6,653	6,984	7,336	RANGE 107	7,739	8,126	8,539	8,965	9,412
	34.79	36.55	38.39	40.30	42.31		44.65	46.89	49.25	51.72	54.29
RANGE 83	6,093	6,400	6,725	7,056	7,415	RANGE 108	7,815	8,209	8,625	9,051	9,507
	35.15	36.94	38.79	40.71	42.79		45.08	47.37	49.76	52.22	54.84
RANGE 84	6,155	6,467	6,789	7,123	7,485	RANGE 109	7,893	8,293	8,710	9,143	9,599
	35.50	37.31	39.17	41.11	43.19		45.53	47.84	50.24	52.75	55.37
RANGE 85	6,218 35.87	6,529 37.67	6,853 39.53	7,200 41.54	7,560 43.62	RANGE 110	7,972 46.00	8,375 48.31	8,794 50.74	9,236 53.28	9,694 55.93
RANGE 86	6,284	6,593	6,926	7,269	7,632	RANGE 111	8,054	8,456	8,876	9,319	9,788
Ten (SE ou	36.26	38.04	39.95	41.93	44.03	I I I I I I I I I I I I I I I I I I I	46.46	48.79	51.20	53.77	56.46
RANGE 87	6,345	6,660	6,990	7,339	7,707	RANGE 112	8,132	8,540	8,967	9,416	9,885
	36.61	38.42	40.32	42.33	44.47		46.91	49.26	51.73	54.32	57.02
RANGE 88	6,408	6,728	7,060	7,419	7,787	RANGE 113	8,218	8,629	9,064	9,513	9,987
DANCE 00	36.97	38.81	40.73	42.80	44.93	DANGE 114	47.41	49.78	52.29	54.89	57.61
RANGE 89	6,469 37.32	6,792 39.19	7,137 41.17	7,491 43.22	7,861 45.35	RANGE 114	8,300 47.87	8,715 50.27	9,149 52.79	9,608 55.43	10,089 58.21
RANGE 90	6,532	6,860	7,204	7,567	7,944	RANGE 115	8,383	8,802	9,244	9,706	10,192
	37.69	39.58	41.56	43.66	45.84		48.36	50.78	53.33	56.00	58.80
RANGE 91	6,602	6,931	7,275	7,643	8,023	RANGE 116	8,467	8,893	9,335	9,803	10,292
	38.09	39.99	41.97	44.08	46.29		48.84	51.30	53.86	56.56	59.37
RANGE 92	6,664	6,997	7,348	7,717	8,102	RANGE 117	8,551	8,980	9,427	9,900	10,396
DANCE 02	38.44	40.37	42.39	44.52	46.74	DANGE 110	49.34	51.81	54.38	57.12	59.97
RANGE 93	6,730 38.82	7,066 40.76	7,422 42.82	7,795 44.97	8,184 47.22	RANGE 118	8,638 49.83	9,070 52.32	9,523 54.94	9,997 57.68	10,501 60.58
RANGE 94	6,798	7,141	7,497	7,872	8,269	RANGE 119	8,724	9,158	9,620	10,100	10,605
	39.21	41.19	43.25	45.42	47.70		50.34	52.83	55.50	58.27	61.18
RANGE 95	6,869	7,211	7,571	7,953	8,347	RANGE 120	8,811	9,249	9,716	10,202	10,712
	39.63	41.60	43.68	45.88	48.15		50.83	53.36	56.05	58.85	61.80
RANGE 96	6,935	7,282	7,648	8,027	8,433	RANGE 121	8,900	9,342	9,813	10,304	10,820
DANCE OF	40.01	42.00	44.11	46.31	48.66	DANCE 122	51.35	53.90	56.61	59.45	62.43
RANGE 97	7,005 40.42	7,356 42.44	7,727 44.58	8,110 46.78	8,518 49.13	RANGE 122	8,988 51.85	9,438 54.45	9,911 57.18	10,407 60.04	10,929 63.05
RANGE 98	7,078	7,429	7,802	8,192	8,606	RANGE 123	9,078	9,529	10,011	10,512	11,039
	40.84	42.86	45.02	47.26	49.65		52.37	54.97	57.75	60.65	63.68
RANGE 99	7,145	7,507	7,881	8,274	8,689	RANGE 124	9,169	9,625	10,109	10,615	11,148
	41.21	43.30	45.46	47.73	50.12		52.90	55.53	58.32	61.24	64.31
RANGE 100	7,217 41.63	7,582 43.75	7,963 45.93	8,362 48.25	8,776 50.62	RANGE 125	9,260 53.42	9,723 56.09	10,210 58.91	10,722 61.86	11,259 64.95
RANGE 101	7,286	7,658	43.93 7,990		8,867	DANCE 126	9,352	9,819	10,311	10,830	
KANGE IVI	42.03	7,038 44.19	46.08	8,444 48.71	51.16	RANGE 126	9,332 53.96	56.65	59.49	62.48	11,373 65.61
RANGE 102	7,365	7,734	8,123	8,527	8,953	RANGE 127	9,445	9,917	10,415	10,940	11,487
	42.49	44.62	46.87	49.20	51.64		54.49	57.21	60.09	63.11	66.27
RANGE 103	7,434	7,810	8,202	8,612	9,042	RANGE 128	9,541	10,018	10,521	11,049	11,602
	42.88	45.05	47.32	49.68	52.17		55.04	57.79	60.70	63.74	66.93
RANGE 104	7,510	7,888 45.51	8,284 47.79	8,698	9,134	RANGE 129	9,637	10,118	10,625 61.30	11,156 64.36	11,718 67.60
DANCE 105	43.33			50.18	52.69	DANCE 120	55.60	58.38			
RANGE 105	7,588 43.78	7,967 45.97	8,371 48.29	8,786 50.70	9,222 53.21	RANGE 130	9,732 56.15	10,219 58.95	10,733 61.92	11,268 65.01	11,835 68.28
RANGE 106	7,661	8,049	8,452	8,871	9,316	RANGE 131	9,828	10,321	10,837	11,383	11,954
	44.20	46.43	48.77	51.18	53.76		56.70	59.54	62.52	65.67	68.97
LONGEVITY	<b>/:</b>					RANGE 132	9,928	10,425	10,946	11,496	12,073
Effective with		ng of the 11t	h year: 5%				57.28	60.14	63.15	66.32	69.65
Effective with	_	_	=								
Effective with	=	-	-								
Effective with	-	-	=								
CITECHAE With	THE DECIDAL	io ni ine ste	a vear 5%								

**Board Approved: February 7, 2023** 

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

#### SCHEDULE OF MEDICAL BENEFITS

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

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

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

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

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

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

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

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

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

#### APPENDIX IV

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#### ABOUT THE SUMMARY...

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

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

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

#### LOS ALAMITOS UNIFIED SCHOOL DISTRICT <u>RELATIONSHIP COMPACT</u>

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

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

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

- Quality education
- High trust
- Employee well-being
- Stability
- Solvency
- Safety

- Collaboration
- Communication
- Understanding
- Community relations
- Long-term planning
- Adherence to contracts

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

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

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