

2024-2025

AGREEMENT BETWEEN THE
LAGUNA BEACH UNIFIED SCHOOL DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS LAGUNA BEACH CHAPTER 131

**CSEA
CONTRACT**

JULY 1, 2024 - JUNE 30, 2027

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Article 1. PREAMBLE

- 1.1 This Agreement is between the Board of Education of the Laguna Beach Unified School District of Laguna Beach, California (District), and the California School Employees Association and its Laguna Beach Chapter 131 (Association).

Article 2. RECOGNITION

- 2.1 The District recognizes the Association as the exclusive representative for all regular classified employees, probationary and permanent, composed of classifications listed in Appendix A, which is incorporated by reference herein, excluding apprentices and professional experts employed on a temporary basis for a special project, full-time students employed part-time, short-term employees, temporary substitutes and those positions identified as Classified Management Employees and Confidential Employees.
- 2.2 Substitute and short-term employees, employed and paid for seventy-five (75) percent or less of a school year shall not be members of the bargaining unit. Seventy-five (75) percent of the school year means one hundred ninety-five (195) working days, including holidays, sick leave, vacation, and other leaves of absences, irrespective of number of hours worked per day. The term "substitute" is an employee hired to replace a regular employee on a day-to-day basis.
- 2.3 The term "short-term employees" as used in this Agreement, shall be construed to mean any person who is employed to perform a service for the District, upon the completion of which the service is no longer required or similar services will not be extended or needed on a continuing basis.
- 2.4 Employees, other than substitute employees, may be appointed by the Superintendent to a bargaining unit position on a temporary basis for a period not to exceed twenty (20) working days. The service provided by an employee to such a position in such an appointment shall not be included in computing the service required as a prerequisite to attainment of, or eligibility to, classification as a permanent employee.
 - 2.4.1 The scope of representation shall be limited to matters relating to wages, hours of employment, health and welfare benefits, leave and transfer policies, safety conditions of employment, procedures to be used for the evaluation of employees, organizational security and procedures for processing grievances. Nothing herein may be construed to limit the right of the District to consult with the Association on any matter outside the scope of representation.
 - 2.4.2 The District and the Association agree that negotiation on matters within the scope of representation shall only take place between the District's Lead Negotiator on behalf of the Board of Education and the Association.
 - 2.4.3 New classifications created or changes in the determination as to whether classifications are management, supervisory, confidential or bargaining unit positions, shall be subject to negotiation between the District and the

Association to determine if they are to be included in the bargaining unit. Disputed cases shall be submitted to the Public Employment Relations Board (PERB) and shall be subjected to the grievance procedures contained in this Agreement.

Article 3. ASSOCIATION RIGHTS

- 3.1 Pursuant to the appropriate State laws, the District agrees that all employees (probationary and permanent) in the represented unit (Appendix A) shall have the right to freely organize, join, and support the Association for the purpose of representation on all matters of employer-employee relations. Likewise, it is understood that any employee has the right to refuse to join and participate in the activities of the Association. Any inquires into Association business and/or membership shall be directed to the Association.
- 3.2 The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided at each site in an area frequented by classified employees. The Association shall have the right to use the inter-district mail service, email service, and mailboxes for communication to employees.
- 3.3 Representative(s) of the Association shall have the right to access areas in which employees work so long as the representative(s) does not interfere with the work performance. In those cases where the representative(s) are not members of the respective staffs, the representative(s) shall obtain permission from the principal prior to gaining access to the work area and shall identify themselves.
- 3.4 Immediate supervisors shall not schedule time for Association access to employees during regular working hours, but shall make it possible for representative(s) to talk to employees during work breaks, meal breaks, or before and after work hours.
- 3.5 The Association shall be permitted to use facilities upon application for and receipt of approval.
 - 3.5.1 The Association may use school equipment on school property, as long as it does not interfere with the regular operation of the school programs.
- 3.6 A school site administrator and Association site representative shall collaboratively develop a classified staff meeting schedule at the beginning of each school year. Association will be provided up to ten (10) additional minutes to discuss association business at the conclusion of each staff meeting.
- 3.7 Upon ratification and approval by the Board, the new agreement will be posted on the website within ten (10) days. The District is not obligated to provide a printed copy to all unit members, however unit members may request a printed copy from Human Resources.

- 3.8 The Association shall have the right to reasonable release time for the purpose of meeting and negotiating with the District restricted to the following:
- 3.8.1 For the purpose of a successor agreement, the chapter president will appoint six (6) representatives for the purpose of meeting and negotiating with the District and processing grievances. The Association's representatives shall receive a total allowance of forty-two (42) days of released time without loss of pay.
 - 3.8.2 In the event that impasse is declared by both parties, eight (8) additional days shall be granted for the negotiating team.
 - 3.8.3 The District and Association may delegate negotiable topics to authorized officers, consultants, representatives, and/or sub-committees.
 - 3.8.4 Those chosen by the Association as its representatives shall provide reasonable notice to the District prior to leaving their duties so that suitable replacements or other arrangements may be made to continue the work of the District.
- 3.9 The Association shall be granted sixty (60) days of leave per year to be utilized at the discretion of the Association. Up to thirty (30) days can be utilized for Association Chapter #131 members to be paid their daily rate of pay for Association trainings outside of their work year calendar. However, this leave shall not be utilized in preparation for or the participation in a work slowdown, work stoppage, and/or strike as governed by District leave procedures. The unit member(s) affected by this leave shall not suffer loss of pay.
- 3.10 The District shall provide each new unit member with an informational packet prepared by the Association and subject to approval by the District. Additionally, the District shall provide the Association mandatory access to its three annual new employee orientations. "Access" to new employees shall be limited to two association representatives for thirty (30) minutes. Association representatives may attend the District's new employee orientations. Release time spent in new employee orientations shall be deducted from the Association's annual allotment. Should the District, in its sole discretion, change the manner in which it conducts new employee orientations, the parties shall meet and re-negotiate this Agreement to comply with the District's decision.

Should a new unit member be hired in between employee orientation sessions, a unit member appointed by the Association Chapter #131 President may meet and confer with the new unit member during designated break periods and/or release time.

The District shall provide not less than ten (10) calendar days' notice in advance to the association of a new employee orientation, unless there is an urgent need critical to the employer's operations that was not reasonably foreseeable. If the Association representative does not attend, the orientation will not be rescheduled.

Article 4. NEGOTIATIONS PROCEDURES

- 4.1 Not prior to February 1 of the year prior to the expiration of this Agreement, or when reopeners are required, the District and the Association shall exchange initial bargaining proposals for re-openers and/or a successor agreement. The successor agreement between the District and the Association is final when ratified by the Board of Education and the Association.
- 4.2 Meetings scheduled for the purpose of negotiating with the Association shall take place at a mutually agreed upon time and place convenient to both parties.
- 4.3 The District will provide the Association estimates of the beginning balance for the following fiscal year, estimates of total income delineating as necessary restricted funds not available for salary increase and proposed expenditures for programs defined in the California School Accounting Manual. The District will also provide to the Association a copy of any fiscal information relating to the general fund that is used as the basis for discussion or reports at public meetings.
- 4.4 The District shall furnish the Association with the placement of classified personnel on the respective salary schedule upon request.
- 4.5 The District and Association will continue to evaluate processes that promote communication, sharing of information, and building trust for negotiations leading to a mutually successful outcome.

Article 5. JOINT FISCAL MANAGEMENT COMMITTEE

5.1 Purpose

5.1.1 In order to facilitate negotiations and as part of the negotiating process, a Joint Fiscal Management Committee shall be established to review information regarding the fiscal status of the District and to provide ongoing assistance and input regarding the fiscal well-being and long-term financial integrity of the District.

5.1.2 The Committee's scope shall include but not be limited to:

- Participation in the development of the District's annual budget
- Monitoring budgeted income and expenditures
- Identifying additional or decreased income

5.2 Membership

5.2.1 The official membership shall be composed of the following:

The President of the Association or a designee
Two at-large members of the Association
The President of LaBUFA or a designee
Two at-large members of LaBUFA
One member of the Governing Board
The Superintendent or designee
The Assistant Superintendent of Business Services

5.2.2 The Joint Fiscal Management Committee shall be responsible for keeping the negotiating teams of the District and the Associations apprised of the fiscal health of the District.

5.2.3 Other members may be invited by a majority vote of the official membership.

5.3 Meetings

5.3.1 The Committee shall meet quarterly unless otherwise determined by a majority of the Committee. Each of the three (3) Association representatives to the Committee shall be paid at their hourly rate of pay for meetings that extend beyond the unit member's regular work day.

5.3.2 The Board and the Association shall each appoint a co-chairperson to facilitate the meetings.

Article 6. EMPLOYMENT

- 6.1 Upon initial employment for all probationary employment, the rehiring of all permanent employees, the reclassification of employees, and/or increasing or decreasing of hours of employees, the District shall furnish a copy of the applicable job description, a specification of the monthly and hourly rates applicable to their position, a statement of the duties of the position, a statement of the employee's regular work site, regularly assigned work-shift, the hours per day, days per week, months per year, and health and welfare benefits.
- 6.2 As soon as possible after initial employment, the employee's supervisor shall provide each new employee with an orientation to the District. The orientation shall include a review of the policies and pertinent procedures of the District, the employee's job description and a copy of this Agreement.
- 6.3 A permanent classified employee is one who is employed for seventy-five (75) percent or more of the school year, or has completed a probationary period of six (6) months or one hundred thirty (130) days of service, whichever is greater.
- 6.4 New employees shall be fingerprinted prior to the date of employment. The DOJ (Department of Justice) fee for new employees shall be paid by the District. The new employee is responsible for the rolling fee.
- 6.5 All employees shall be required to furnish evidence that they are free from active tuberculosis upon their employment and every four (4) years thereafter. The fee shall be paid by the District for current employees.
- 6.6 All persons employed in any capacity shall subscribe to an oath to support the Constitution of the United States and Constitution of the State of California.
- 6.7 Any employee may be asked to satisfactorily pass a physical examination given by a physician designated by school authorities at the time of their employment or at any time during their employment with the District. The fee shall be paid by the District.
- 6.8 New employees shall be placed on Step A, B, C, D, E, or F of the appropriate salary schedule, when approved by the Superintendent. Placement shall be based on the following criteria:
 - 6.8.1 Step A - No experience to two (2) years of experience in a similar classification.
 - 6.8.2 Step B - Minimum of three (3) years previous experience in a similar classification.

6.8.3 Step C – Minimum of five (5) years previous experience in a similar classification.

6.8.4 Step D – Minimum of seven (7) years previous experience in similar classification.

6.8.5 Step E – Minimum of nine (9) years previous experience in similar classification.

6.8.6 Step F – Minimum of eleven (11) years previous experience in similar classification.

At the discretion of the Superintendent the above minimums may be waived for step placement.

6.9 All new employees of the District are required to serve a probationary period of six (6) months or one hundred thirty (130) days of service, whichever is greater. This is a period of evaluation, wherein if conduct and work are satisfactory and warrant continuing employment, the employee will become a permanent employee of the District.

6.10 **Summer School**

Upon receipt of summer school application, any current unit member shall be considered for a summer school position and such classified employees of the District shall be given first consideration over outside applicants for placement in any summer school vacancy posted for Classified Personnel. Unit members will receive the compensation for the classification they are assigned to during summer school and will accrue sick and vacation benefits in accordance with Article 8 and Article 16 for work completed during the summer session as defined by Ed Code 45102.

The following non-ranked criteria (listed alphabetically) will be considered by those responsible for hiring:

Availability

Individual qualifications

Instructional needs

Program needs

Training/experience

Seniority of the unit member and recent service in the position may also be considered.

6.11 Mandated Training

Each unit member is required to participate in state-mandated trainings. The District will offer training opportunities within a unit member's contracted work day, or pay unit members to attend a session should the training fall outside of the unit member's workday. Should a unit member not attend the training, they will be required to complete the online training module on a date and/or time designated by their supervisor.

Article 7. SAFETY

- 7.1 The District shall provide safe working conditions, facilities and equipment, repairs and modifications, and other practices designed to attempt to comply with applicable standards of the California Occupational Safety and Health Act and the provisions of the School District Fire and Liability Insurance Programs provided that no action will be required until it is finally determined by the Safety Committee that the condition requires abatement to ensure safety.
- 7.2 It is the responsibility of the employee to report in writing or through electronic means to their immediate supervisor any conditions deemed unsafe or that may indicate a potential danger. Should no action be taken within a reasonable period of time, the employee shall initiate a work order through the established system at the work site. No employee shall be discriminated against as a result of reporting (to their immediate supervisor) any condition believed to be a violation of this Article.
- 7.3 It is the responsibility of the employee whose job requires use of tools, equipment or motor vehicles, to do so in a safe, prudent, and lawful manner.
- 7.4 An employee may respectfully refuse to use, operate, or drive any piece of equipment if an employee reasonably believes that use of that piece of equipment presents a dangerous situation to themselves or others.
- 7.5 The employee shall report an industrial accident or illness, no matter how minor, to their immediate supervisor and if deemed necessary, file an "Employer's Report of Occupational Injury or Illness" form with the Human Resources Office.
- 7.6 Members shall be provided coverage under the terms and conditions of the "District Workers' Compensation Program" for any injury or illness arising out of or in the course of employment.
- 7.7 Within sixty (60) duty days following the opening of school, a joint District Safety Committee shall be organized and will include representation from the Association.
 - 7.7.1 The Committee shall meet at least four (4) times per school year unless mutually agreed otherwise to review the Districtwide Comprehensive Safety Plan, unsafe or unhealthy conditions, and report to the Superintendent and individual employees with safety and health concerns.
 - 7.7.2 When it has been determined there is a safety or health problem that requires attention, the District will take appropriate action.

- 7.8 Material Safety Data Sheets (MSDS) will be kept at the workplace where there is or may be employee exposure under normal conditions of use or in foreseeable emergencies at each District owned and operated site.
- 7.9 District electronic security cameras shall not be utilized to monitor or review unit members unless there is a legitimate investigation pertaining to conduct contrary to the law or District policy. Any such recording or review must be initiated by filing a written communication with the Human Resources office and include information on the nature, scope and level of action to be taken.
- 7.10 Staff will be oriented to the Districtwide Comprehensive Safety Plan and trained on Site Specific Safety Plan procedures at the beginning of each school year and as needed throughout the year to help ensure all new and current unit members understand their specific roles and responsibilities.
- 7.11 The District agrees to provide employee training in concepts of safety in compliance with state and federal OSHA regulations.

Article 8. ABSENCES/LEAVES

A unit member shall report absences using the District-adopted absence reporting system as early as possible but no later than sixty (60) minutes prior to the start of the shift on the actual day of absence. Unit members in certain departments may be required to report to the unit member's supervisor each day of the absence as directed by the supervisor. Unit members are required to request prior approval from their supervisor for vacation or floating holiday.

8.1 Sick Leave

Every full-time unit member accrues eight (8) hours per calendar month for each month worked during the fiscal year, July 1 through June 30 for personal illness or injury (including physician appointments), illness or injury of a family member in the immediate household, with full pay.

8.1.1 Sick leave not used in any one year shall be accumulated without limit.

8.1.2 A unit member serving regularly on a part-time basis is entitled to sick leave prorated in the same ratio as the regular work hours per day, days per week, weeks per month, or months per year that such part-time unit members bear to eight (8) hours per day, forty (40) hours per calendar week, four (4) calendar weeks per month, or twelve (12) calendar months during the school year.

8.1.3 If sick leave is utilized prior to accrual, and is followed by termination of employment, the amount advanced will be deducted from the final paycheck.

8.1.4 A unit member who has excessive absences shall be required to provide written documentation from a licensed health care provider showing proof of illness or injury to qualify for sick leave pay for each day of absence at management discretion.

8.1.5 The District shall accept any earned sick leave accumulated by the unit member from another school district, in accordance with Education Code.

8.1.6 Upon retirement, unused sick leave for eligible unit members shall be converted to retirement credit in compliance with the law.

8.1.7 The District shall provide each unit member with a statement of accrued sick leave and entitlement for the school year. Such statements shall be

provided through the OCDE EIS system and as indicated on the unit member's monthly timesheets.

8.2 Differential Pay

- 8.2.1 Before differential pay is utilized, all sick leave and vacation pay must be used. The differential pay period commences with the first day of absence.
- 8.2.2 When a unit member is absent from duties on account of illness or accident for a period of five (5) months or less, whether or not the absence arises out of or in the course of employment of the unit member, the amount deducted from the salary due the unit member for any month in which the absence occurs shall be compensated equal to fifty (50) percent of the unit member's regular base salary.
- 8.2.3 For any use of extended illness or injury leave the District will require verification from a licensed health care provider that the unit member was physically unable to perform their customary duties.
- 8.2.4 When leave of absence utilizing differential pay overlaps into the next fiscal year, the unit member shall only be entitled to the balance of unused leave as indicated above.

8.3 Leave of Absence for Industrial Accident or Illness

- 8.3.1 Unit members shall be entitled to industrial accident or industrial illness (which qualifies under the State Workers' Compensation Insurance) leave of absence of not to exceed sixty (60) days duration, per accident or illness during any one fiscal year.
- 8.3.2 An industrial accident or illness leave shall commence on the first day of absence and shall be reduced by one day for each day of authorized absence.
- 8.3.3 When a leave of absence for an industrial accident or illness overlaps into the next fiscal year, the unit member shall be entitled to the balance of unused leave due for that particular injury or illness, as may be required.
- 8.3.4 Allowable leave for industrial accident or illness shall not be accumulated from year-to-year. Allowable leaves for each injury or illness shall not exceed sixty (60) working days in any one fiscal year for any one accident. While on an industrial accident leave, the unit member shall be entitled to use only that portion of their accumulated or available sick leave, vacation

or other available leave, which when added to the Workers' Compensation award, provides for a full day's wage or salary.

- 8.3.5 The unit member shall report an industrial accident or illness, no matter how minor, to the immediate supervisor and if deemed necessary, file an "Employer's Report of Occupational Injury or Illness" form with the Human Resources office within thirty (30) days of the date of such accident or illness.
- 8.3.6 The District will require the unit member to submit to a physical examination by a physician selected by the District any time during the leave.
- 8.3.7 During such paid leave of absence, in the event the unit member receives temporary disability indemnity checks directly, the unit member shall endorse to the District the checks received, and the District shall issue to the unit member appropriate salary warrants for payment of salary, and shall deduct normal retirement and other authorized contributions.
- 8.3.8 In the event of termination of the industrial accident or illness leave prior to a permanent unit member's recovery, the unit member shall be granted an additional leave of absence without pay, not to exceed six (6) months. The District may renew the leave of absence without pay, for one additional six (6) month period or a lesser period. For this purpose, the unit member's absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave.
- 8.3.9 A unit member, upon ability to resume the duties of a position within the class to which the unit member was assigned, may do so at any time during the leave of absence granted and time lost shall not be considered a break in service. The unit member shall be restored to a position within the class to which the unit member was assigned with all rights and benefits of a permanent unit member.
- 8.3.10 If the unit member continues to receive temporary disability indemnity, the unit member may elect to take as much accumulated sick leave which, when added to the temporary disability indemnity will result in a payment of not more than the unit member's full salary.
- 8.3.11 When all available leaves of absence, paid or unpaid, have been exhausted and the unit member is not medically able to assume the duties of their position, and if the unit member is not placed in another position, the unit member shall be placed on a reemployment list for a period of thirty-nine (39) months.

8.3.12 At any time, during the prescribed thirty-nine (39) months, the unit member is able to assume the duties of the unit member's position, the unit member shall be re-employed in the first vacancy in the classification of the previous assignment. The re-employment will take preference over all other applicants except for those laid off for lack of work or funds under Article 21 of this Agreement in which case the unit member shall be ranked according to proper seniority.

8.3.13 A unit member who has been placed on a reemployment list, as provided herein, and who has been medically released for return to duty, but fails to accept an appropriate assignment, shall be dismissed.

8.3.14 An injured unit member and unit members subpoenaed by the court may attend the injured unit member's hearing concerning an appeal of a State Compensation Insurance claim. These unit members shall attend without loss of pay.

8.4 Personal Necessity Leave

8.4.1 A unit member may utilize eight (8) days of accumulated sick leave for personal necessity leave. Personal necessity leave may be used for the following reasons and cannot be used for recreational, vocational, or concerted activities. Any personal necessity leave shall not be utilized to extend a vacation or holiday. The employee shall notify their supervisor at least seventy-two (72) hours in advance of taking such leave, unless an emergency makes such notice impossible. PN leave cannot be utilized for more than two (2) consecutive days.

8.4.1.1 **Death of a Member of the Immediate Family.** Should the unit member request to extend bereavement leave beyond the amount granted in 8.5, unit members may request personal necessity leave under this provision. Members of the unit member's immediate family are defined in 8.5.2.

8.4.1.2 **Accident.** Should the unit member experience an accident to themselves, the unit member's property, or to the person or property of a member of the unit member's immediate family, and of such an emergency nature that the immediate presence of the unit member is required during the workday.

8.4.1.3 **Appearance in Court as a Litigant, Party or Witness.** Under subpoena or any other order made with jurisdiction.

8.4.1.4 Usage During Student Breaks. For unit members who accrue fewer vacations days than the number of vacation/unpaid days in their work calendar, personal necessity leave may be utilized during student breaks to avoid loss of wages as long as they have not used one of their accrued vacation days when school is in session (see 16.2).

8.4.1.5 **Other Serious and Compelling Matters.** Personal necessity leave may be used for other serious and compelling matters that cannot be reasonably accomplished outside of normal working hours. The days may be taken without giving a specific reason unless the District has a reasonable basis to question that it meets the criteria of this section.

8.5 Bereavement Leave

8.5.1 All unit members are entitled to a leave of absence, not to exceed three (3) days, or five (5) days if more than two-hundred (200) miles of travel is required on account of the death of any member of the immediate family. This leave shall not be deducted from sick leave.

8.5.2 Members of the immediate family, as used in this policy, means the unit member's, unit member's spouse or domestic partner's:

- spouse,
- children,
- step-children,
- parents,
- siblings,
- step-parents,
- grandparents,
- grandchildren,
- or any person or relative living in the immediate household.

8.5.3 The Superintendent or designee may waive the immediate family definition if warranted by extenuating circumstances.

8.5.4 Any additional days requested by the unit member beyond those provided in this policy must be handled through the provisions of section 8.4.

8.5.5 The unit member shall be required to use the days provided in this section prior to utilizing the benefits included in section 8.4.

8.6 Personal Leave of Absence without Pay

- 8.6.1 Unit members employed for three (3) consecutive years are eligible to request personal leave of absence without pay, which may be granted at the discretion of the Superintendent or designee.
- 8.6.2 Unit members who work less than twelve (12) months may elect to take unpaid personal leave on scheduled work days during winter break, February (mid-winter) break, and/or spring break. Please note, use of unpaid personal leave does negatively impact your retirement service credit.
- 8.6.3 Benefits while on leave of absence without pay shall not be counted toward seniority, compensation, sick leave, vacation privileges, or retirement service credit as applicable by law.
- 8.6.4 Request for personal leave of absence without pay shall be made on the appropriate form and shall state specifically the reasons for the request, the date when it is desired to begin the leave, and the probable date of return. The requests shall be submitted as far in advance of the requested starting date as is reasonably possible to the unit member's supervisor for approval, and then submitted for approval by the Superintendent or designee.
- 8.6.5 A unit member on personal leave must give notification no less than thirty (30) days prior to the expiration of the leave that it is the intention of the employee to return to the unit member's classification. Failure to do so shall cause the unit member to be placed on the re-employment list for the classification for a period of thirty-nine (39) months.
- 8.6.6 The District may cancel any personal leave of absence upon evidence that the cause for granting it was misrepresented. Before any revocation is ordered, the unit member shall be notified and have the right to request a hearing before the Superintendent or designee.
- 8.6.7 A unit member, while on personal leave of absence, may not accept other gainful employment with another employer without express written approval of the Superintendent or designee.

8.7 Jury Duty Leave

- 8.7.1 A unit member called to serve on a jury will be allowed a paid leave of absence while on jury duty. On those days, or portions of days, when the unit member is not actually serving on the jury, the unit member is expected to report to work. The unit member's full salary will be paid by

the District; however, the unit member will be required to endorse duty checks to the District. The unit member will retain any amount paid for meals and travel expenses.

- 8.7.2 Any day during which a unit member whose regular assigned shift commences at or after 3:00 p.m. and who is required to serve all of the day on jury duty shall be relieved from work with pay.

8.8 Military Leave

- 8.8.1 Unit members shall be entitled to the military leave provided by California law for classified employees of school districts if they meet the requirements imposed within the law, make the request for leave in a time which allows for the District to replace their services (except in national emergencies as declared by the President of the United States of America) and provide such other verification as required by the District to ensure that the leave is taken for the purpose for which it was intended by law.
- 8.8.2 A unit member granted Military Leave of Absence is entitled to return to the classification at the current rate of pay that was held when the unit member entered the service.
- 8.8.3 The unit member must provide written notification to the Superintendent or designee requesting Military Leave of Absence. The unit member shall return to employment within six months after separation from military service, in accordance with Education Code 44800. Failure to do so could affect the unit member's return to their former position.
- 8.8.4 Probationary unit members returning from Military Leave of Absence shall remain on probation until the total probationary time held prior to entry into the Service and total probationary time after returning to employment with the District reaches the period of six (6) months or one-hundred thirty (130) days, whichever is greater; the returning employee will then be evaluated to become a permanent unit member.
- 8.8.5 If experience gained while in the Military Service is beneficial to the District and meets the qualifications required of the classification held prior to the unit member's entry into the Service, the returning employee may submit proof of Military experience to the Superintendent or designee and the supervisor for evaluation. The Superintendent or designee may elect to count the time in the Military Service as time toward the unit member's probationary requirement and the unit member may receive permanent status.

8.9 Quarantine

- 8.9.1 If a member of the family of a unit member is quarantined because of a contagious disease, and the unit member is required to remain at home, the unit member may elect to have this time charged against paid sick leave.
- 8.9.2 In order to be paid for quarantine under the sick leave policy, a licensed health care provider certificate must be furnished, stating the quarantine was a Health Department restriction placed on entry and departure of the entire household.
- 8.9.3 In the event of an outbreak of a contagious disease, the District shall follow State and Federal laws related to implementing leave for unit members.

8.10 Pregnancy, Family and Medical Leaves

- 8.10.1 The District shall grant a leave of absence for medical reasons associated with pregnancy and birth to unit members on the same terms and conditions governing leaves of absence for all other illness or medical disabilities.
- 8.10.2 Unit members who must be absent from duty because of disability as a result of pregnancy or convalescence following childbirth or a miscarriage are eligible for pregnancy disability leave which shall be taken from accrued sick leave.
- 8.10.3 Accrued sick leave benefits will commence upon certification by a physician or other licensed health advisor that the unit member is disabled because of pregnancy or convalescence from childbirth or miscarriage. The District shall require a release from a licensed health care provider to return to employment. If in the opinion of the supervisor, the unit member is unable to perform assigned duties, the District may require at District expense a verification of ability to perform duties.
- 8.10.4 The District shall not refuse to do any of the following because of a unit member's pregnancy: hire or employ; ban or discharge the unit member from employment; bar the unit member from training programs leading to employment, reassignment, or promotion; or discriminate against the unit

member in compensation or in terms, conditions, or privileges of employment.

8.10.5 Beginning with the date of disability, the unit member shall be placed on long-term illness leave during which the unit member may use all sick leave benefits.

8.10.6 Such accumulated personal illness/injury benefits shall continue until the unit member's attending physician or other licensed health advisor certifies that the unit member is able to return to service following delivery or miscarriage.

8.10.7 Unit members may request a leave of absence following termination of the disability.

8.10.8 The District shall comply with all provisions of the Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA). Unit members shall contact Human Resources at least thirty (30) days in advance if the need for medical or family leave is foreseeable. If the thirty (30) days advance notice is not possible, then notice shall be provided as soon as practicable. Any medical or family leave request will be processed in accordance with the applicable provisions of state and federal law.

8.10.9 The District shall provide a reasonable amount of break time to accommodate a unit member each time the unit member has a need to express breast milk for an infant child. To the extent possible, such break time shall run concurrently with the break time already provided to the unit member. Any additional break time used by a unit member for this purpose shall be unpaid. The unit member shall be provided a private location, other than a restroom, which is in close proximity to the work area and meets the requirements of Labor Code 1031 and 29 USC 207, as applicable.

Article 9. HOURS AND OVERTIME

- 9.1 The workday for full-time unit members shall be eight (8) hours per day with the workweek being forty (40) hours per week consisting of not more than five (5) consecutive working days from Monday through Friday.
- 9.2 The initial workday and workweek for part-time unit members shall be established by the District. The workday so established shall be the basis for determining vacation, sick leave, and holiday pay for part-time unit members. Whenever a part-time unit member works more than thirty (30) minutes over the established workday, for twenty (20) consecutive workdays, a new workday is then established and the unit member shall be allowed vacation, sick leave, and holiday pay based on the new workday.
- 9.2.1 Any reduction in assigned time shall be accomplished in accordance with the Education Code and the Educational Employment Relations Act (EERA).
- 9.2.2 The District may assign up to one (1) hour per day of additional time to a part-time position on a regular basis. The assignment shall be offered to the unit member in the appropriate class at the discretion of the immediate supervisor. In making the recommendation, the immediate supervisor will consider the following factors: experience, job-related interests and strengths, evaluations, and where other factors are equal, seniority in the District.
- 9.2.3 The District reserves the right to change the regular workday or workweek when it is deemed necessary to carry out the District's business; provided, however, that any change which involves modification of a Monday through Friday workweek or more than one hour in beginning or ending time will be negotiated with the Association.
- 9.2.4 At the discretion of the District, flexible work hours may be implemented during holiday breaks and summer with maintenance and operation staff when it is mutually agreed upon between the employee and the supervisor.
- 9.2.5 At the discretion of the District, a nine (9) hour day on Monday through Thursday plus a four (4) hour day on Friday constitutes a forty (40) hour work week and may serve as "summer hours" in June to August for District Office and clerical staff when it is mutually agreed upon between the employee and the supervisor. Employees will be given two (2) weeks notification when their work schedule is to be changed except for emergency situations as determined by the District. Where practicable and to the extent possible as determined by the District, part-time employees

will be provided with two (2) weeks notification when their work schedule is to be changed.

9.3 Breaks

9.3.1 Unit members shall receive paid rest periods (breaks) in accordance with the schedule in 9.3.3. Rest periods are part of the regular workday and shall be compensated at the regular rate of pay for the unit member. These rest periods are not cumulative and may not be taken in any other way than described herein. The rest period shall be scheduled by the appropriate supervisor. Employees and supervisors may schedule rest periods in order to maximize operational efficiency. Accordingly, breaks and lunches can be scheduled together or separately to provide appropriate work site coverage. The break times cannot be taken at the beginning or end of the workday.

9.3.2 Any unit member working more than five (5) hours shall have an unpaid, uninterrupted lunch for at least thirty (30) minutes at a time that is mutually agreeable between the unit member and the supervisor, in accordance with the schedule in 9.3.3.

9.3.3 Paid rest periods and unpaid lunch periods shall be provided in the following increments:

Daily Hours	Morning Rest Period	Unpaid Lunch Period	Afternoon Rest Period
0 to 3 hours/day	None	None	None
3.25 up to 5 hours/day	15 Minutes	None	None
5.25 up to 7 hours/day	15 Minutes	30 minutes	None
7 or more hours/day	15 Minutes	30-60 minutes*	15 Minutes

*at the discretion of the unit member's supervisor (the employee will still need to work their full work hours in addition to the length of the lunch)

9.4 Overtime

9.4.1 All overtime work requires the prior approval of the supervisor.

9.4.2 All overtime worked in excess of eight (8) hours per day or forty (40) hours per week, shall be paid at the rate of one and one-half times the regular hourly rate of the unit member.

9.4.3 Full-time unit members whose established workday and workweek is eight (8) hours per day, five (5) days per week shall be paid overtime for all work

performed over eight (8) hours per day or forty (40) hours per week. Overtime at a rate equal to one and one-half times the regular rate of pay, will be paid for all work performed on the sixth and seventh day of that scheduled workweek designated and authorized to perform the work.

- 9.4.4 Part-time unit members shall be paid overtime for all work performed over eight (8) hours per day, or for all work performed on the sixth and seventh day.
- 9.4.5 For the purpose of computing the number of hours worked, time during which a unit member is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence shall be considered as time worked by the unit member.
- 9.4.6 If a unit member must work on a holiday, they will receive regular pay for that day plus one and one-half times the regular hourly rate for the number of hours worked that day.

9.5 **Shift Differential**

- 9.5.1 If any unit member's assigned work shift commences between 2:00 p.m. and 5:00 p.m., the unit member shall be paid a shift differential premium of one (1) percent above the base rate of pay for all hours worked.
- 9.5.2 Any unit member called to work by the immediate supervisor at a time when the unit member is not scheduled to work shall receive a minimum of three (3) hours pay at the appropriate rate of pay under this Agreement.
- 9.5.3 Any unit member shall have the right to reject any offer or request for overtime or call back, unless on standby time.
- 9.5.4 All standby time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as are other hours worked under this Agreement. Standby time is the time in which a unit member must remain available when required by the immediate supervisor.
- 9.5.5 No unit member whose regular yearly assignment for service excludes all, or any part of, the period between the end of the academic year to the beginning of the next academic year, shall be required to perform services during such period. When necessary to assign unit members not regularly assigned to serve between the end of one academic year and the commencement of another who are willing to serve, such assignment shall be made on the basis of qualifications for employment at the reasonable discretion of the immediate supervisor. In making the assignment, the

immediate supervisor will consider the job-related strength and evaluation of the unit member and where these factors are equal, seniority in the District.

- 9.5.6 Unit members hired during the extended year shall receive the same compensation as provided during the regular school year when assigned a similar class.

9.6. **After-hours Calls**

- 9.6.1 After hours calls shall be directed to District management. Should the District require the services of a unit member after regular work hours, the manager will authorize the unit member(s) to perform the necessary work and pay the appropriate rate of pay.

9.7. **In-service Trainings**

- 9.7.1 Unit members attending any training sessions during or outside the regular workday, which has been recommended by their immediate supervisor and approved by the District, shall be compensated for necessary expenses incurred, i.e., registration fees, supplies, transportation, meals, and regular straight time or overtime salary.

Article 10. TRANSFER

- 10.1 A transfer refers to any action, either employee initiated or District initiated, which results in the movement of an employee from the position they hold immediately preceding such action to another position within the same job classification but at a different school or work site.
- 10.2 Classified employees shall not be required to perform duties which do not reasonably relate to those fixed for the position to which the employee is assigned for any period of time which exceeds five (5) working days within a fifteen (15) calendar day period.
- 10.3 Transfer shall be made without change in salary rate, step increase date, accumulated illness leave, and accumulated vacation credit.
- 10.4 An employee desiring a voluntary lateral transfer shall submit the request according to these procedures when a vacancy is posted:
 - 10.4.1 Notice of all job vacancies shall be posted on Edjoin, sent via District email communication and posted on bulletin boards in prominent locations at each District job site for no less than six (6) working days.
 - 10.4.2 Any employee on a leave of absence is eligible to apply for any posted transfer opportunities.
 - 10.4.3 If a vacancy becomes available, Human Resources shall establish an interview time with individuals requesting a transfer to that location.
 - 10.4.4 Employees within the District shall receive first consideration for any vacancies for which they are qualified. First consideration, in this section, means you are guaranteed an opportunity to interview for the vacancy before external candidates are considered.
 - 10.4.5 In making a recommendation to fill the vacancy, the following factors shall be considered: training and experience, job related interests and strengths, availability, evaluations, specialty areas, and where other factors are equal, seniority in the school district.
 - 10.4.6 The Human Resources Office shall notify those individuals interviewed for a specific vacant position of the decision regarding the transfer request based upon the interview panel's recommendation within ten (10) days of final action.

10.5 Transfers of permanent employees may be initiated by the District at any time such transfer is in the best interest of the District. An employee affected by such transfer shall be given notice as soon as the supervisor deems it practicable, if requested by an employee, and a conference shall be held between the supervisor and the employee in order to discuss the reasons for the transfer.

Article 11. PROMOTION, RECLASSIFICATION AND TRAINING

11.1 Promotion

- 11.1.1 Appointments, assignments, and reassignments are functions of the District and are accomplished with the concurrent consultation with the appropriate supervisor and/or administrator.
- 11.1.2 Unit members shall be given first consideration over outside applicants for placement in any job vacancy, including promotions. First consideration, for the purpose of this section, means that internal applicants who pass an examination for the position will receive an automatic interview. When and if, at the close of the application review and interview process, the relative qualifications between an internal and outside applicant are deemed equal, the internal applicant shall be offered the position.
- 11.1.3 Notice of all job vacancies shall be posted on Edjoin, sent via email communication and posted on bulletin boards in prominent locations at each District job site.
- 11.1.4 The job vacancy notice shall remain posted for a period of no less than six (6) working days, during which time unit members may apply for the vacancy. Any unit member who is on leave during the period of the posting are eligible to apply and are encouraged to check their District email periodically.
- 11.1.5 The job vacancy notice shall include: the job title, a brief description of the job position and duties, the minimum qualifications required for the position, the assigned job site and/or pool, the number of hours per day, regular assigned work shift times, days per week and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.
- 11.1.6 Any unit member may apply for the vacancy by submitting an internal application with supporting documents to the Human Resources office within the filing period.
- 11.1.7 All permanent positions shall be placed in a class listed in Appendix A.
- 11.1.8 Recommendations for reassignment or demotion to a lower classification shall be for reasonable cause, including but not limited to unsatisfactory evaluation. A unit member who has been recommended for a demotion to a lower classification is entitled to due process protections under Education Code sections 45133 and 45116, and in

accordance with those sections is entitled to have the demotion reviewed by the Board of Education.

- 11.1.9 The LBUSD Governing Board, Cabinet, and Human Resources all desire to recognize a unit member's promotion with a raise in compensation for the anticipated increase in higher level duties. As such, when a unit member obtains a promotion within the organization, an analysis will be conducted by Human Resources to place a newly promoted unit member at the step of the corresponding salary range that would offer at least a four (4) percent raise from their current assignment, as long as it does not exceed the top step of the salary schedule for that classification. The unit member shall serve a probationary period of six (6) months in the new classification. Should a unit member not successfully pass probation in the new position, the unit member shall be reassigned to the former classification in which the unit member has obtained permanent status, and will receive an evaluation within the first five (5) months.
- 11.1.10 A unit member who accepts voluntary demotion shall be placed on the step of the range in the lower class that is closest to the rate earned in the higher class, provided that there is no salary increase.
- 11.1.11 A unit member may be required to perform duties inconsistent with those assigned to their position for a period of more than five (5) working days, provided that the salary is adjusted upward for the entire period the unit member is required to work out of classification.

11.2 Classification/Reclassification Procedures and Compensation

- 11.2.1 The District shall negotiate with the Association before it modifies the job specifications and the classification system with a District Reclassification Committee composed of six (6) members, with three (3) appointed by the District and three (3) appointed by the Association. The District Reclassification Committee will collaborate to review all requests as part of the reclassification process so that any modifications to any job description is mutually agreed upon. All information and proceedings will be kept confidential by the Reclassification Committee members.
- 11.2.2 Requests for review of classification may be initiated by a unit member who has been in their classification for at least two (2) years, the District, and/or the Association when there appears to be a question as to the appropriate classification for performance of duties. Such requests must be made using the designated reclassification form to the

Human Resources office. Prior to the reclassification committee's initial meeting, the District will share a copy of the individual reclassification request with the Association's Chapter President.

11.2.3 A reclassification request must be pursuant to one (1) or more of the following reasons:

11.2.3.1 Reorganization of the work unit (division, department, office, etc.) of the affected unit member(s).

11.2.3.2 Gradual accumulation or decrease of duties and responsibilities.

11.2.3.3 If changes to duties cause working beyond regular and established responsibilities, or with fewer responsibilities, as determined by management.

The reclassification request form shall be submitted to the Human Resources office by November 15 of each school year. All requests shall be accompanied by supporting information, including internal and/or external salary comparisons, together with a recommendation as to the classification considered appropriate. Further information or data from the District or the unit member(s) may be required by the Human Resources office to ascertain all pertinent information. Human Resources will contact the supervisor of the unit member(s) affected for additional information regarding the request.

A determination shall be made by the Committee and a written response given to the affected unit member or originator of the request by the end of the school year in which the request was made. If the unit member does not agree with the determination of the Committee, they may appeal to the Assistant Superintendent, Human Resources for review.

A unit member may submit a reclassification request no more than every three (3) years, unless the District or Association requests to review the classification.

If the Committee vote ends in a tie, the request would be denied but both the Association and the District have the right to bring the request forward the following school year.

11.2.4 Salary Placement of Reclassified Positions

When a unit member is recommended for reclassification by the District Reclassification Committee, and the Board has approved the Committee's recommendation, the appropriate placement on the salary schedule shall occur within the next pay period. When a unit member obtains a reclassification that includes a higher range placement, an analysis will be conducted by Human Resources to place a newly reclassified unit member at the step of the corresponding salary range that would offer at least a four (4) percent raise from their current assignment, as long as it does not exceed the top step of the salary schedule for that classification.

11.2.5 Y-Rating

When a position is reclassified to a lower salary range and the unit member(s) remain in the reclassified position, the unit member(s) will receive the current salary range and will continue step progression until the unit member(s)' employment in the District has ended. All y-rated positions will be documented on the classification chart (See Appendix A) so their entire compensation will be considered by CalPERS or CalSTRS as income from the effective date of the y-rating towards their retirement. Unit members impacted by the y-rating process will be notified by Human Resources.

11.2.6 Notification

The Human Resources office will submit a Memorandum of Understanding (MOU) to the Association Chapter President, who will submit it for review by the Association for up to five (5) working days. After the Association review, the MOU will require ratification by the Association, which will be posted on an agenda at least five (5) days in advance of the next chapter meeting. The Association shall notify the District of approval of the recommendation(s) for reclassification, which will be scheduled for Board approval. If the District and Chapter President, or designee, mutually agree to forward a request to the next year, the requesting unit member will be notified by Human Resources.

11.2.7 The District Reclassification Committee shall be continued for the duration of the Agreement.

11.3 Training

11.3.1 In-service training occurring during the regular working hours of the unit member shall result in a no loss of wages or benefits to the unit member.

11.3.2 The District shall provide release time and pay the cost(s) of training activities specifically approved by the District. District required training provided after the unit member's regular work hours will be compensated at the employee's hourly rate of pay.

Article 12. PAY AND ALLOWANCES

12.1 Classification of each bargaining unit position shall be in accordance with the rates established for each range and step as provided for in Appendix A (Classification Chart) which is attached hereto and by reference incorporated as part of this Agreement.

12.2 The regular rate of pay for each position for each class as provided for in Appendix B (Salary Schedules) which is attached hereto and is by reference incorporated as part of this Agreement. The regular rate of pay shall include any shift differential and/or longevity increment to be paid under this Agreement.

12.3 Paycheck Frequency

The calendar month is the official pay period of the District. All unit members shall be paid twice per month payable on the tenth (10th) and on the twenty-fifth (25th) of the month. The check issued on the tenth (10th) of the month will reflect deductions for withholding, retirement, social security, and such other approved deductions as may have been requested. The check issued on the twenty-fifth (25th) of the month is an Earned Salary Advance. If the normal pay date falls on a Saturday, Sunday, or holiday, the paycheck shall be issued on the preceding workday.

12.4 Payroll Errors

12.4.1 Any payroll error resulting in insufficient payment for a unit member shall be corrected, and a supplemental check issued, not later than three (3) working days after the unit member provides notice to the Business Department. When overpayments have been discovered, the Business Office will schedule a consult with the unit member to discuss repayment options pursuant to the provisions of Education Code 44042.5.

12.4.2 Any payroll adjustments due a unit member as a result of working out of class, re-computation of hours, or other reasons other than procedural errors shall be made and the unit member compensated on the following pay period.

12.5 Mileage

A unit member required to use their vehicle on District approved business shall be reimbursed at the rate established by the Internal Revenue Service (IRS) for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the unit member's regular job site after the completion of District business. This amount, following submission of the claim

by the unit member, shall be payable in a separate warrant drawn against District funds.

12.6 Meals and/or Lodging

A unit member who, as a result of work assignment, must be lodged away from home overnight shall be reimbursed by the District for the reasonable and necessary expenses. Where possible, the District shall provide advance funds to the unit member for lodging and meals. If advance funds are not available or do not cover the cost of required expenditures, the District shall reimburse the unit member within a reasonable time after the unit member has submitted an expense claim.

12.7 Step Increases

12.7.1 A unit member will receive a step increase after completion of one (1) year of service in the position, based on date of hire, until the maximum step is achieved. A unit member will receive this step increase on the first day of the month.

12.7.2 Each succeeding step will be attained one (1) year from this established date, until the maximum step in the classification has been achieved.

12.7.3 When a unit member obtains a promotion within the organization, an analysis will be conducted by Human Resources to place a newly promoted unit member at the step of the corresponding salary range that would offer at least a four (4) percent raise from their current assignment, as long as it does not exceed the top step of the salary schedule for that classification. At this time, the unit member will begin a new probationary period of six (6) months or one hundred thirty (130) days of service, whichever is greater, from the date of change, and the date of each successive step increase will coincide with the completion of one (1) year in the new position (see Article 12.7.1 above). Increments in step increases will proceed as stated in Article 12.7.2 above.

12.7.4 When a unit member is restored to their previous salary step after a personal leave of absence without pay for a period not longer than ninety (90) calendar days, the unit member shall receive credit for step advancement for service prior to the leave. The date of the step increase shall be adjusted accordingly so the unit member shall be granted a step advancement after having completed the one (1) year of total service. Credit toward step advancement within a range shall accrue when the State Education Code sections relating to military leave require credit for step advancement during the period of the leave of absence.

12.8 Salary Schedule Adjustments

12.8.1 The District will increase the Association Salary Schedule by five (5) percent for the 2024-2025 school year. During the term of the agreement, should any recognized Laguna Beach Unified School District bargaining unit reach a signed agreement that results in a higher total compensation than provided to the members of the Association Chapter #131 unit members, the District agrees to adjust the total compensation provided to Association unit members to an equivalent amount.

12.9 Longevity Pay

Longevity recognition will be granted upon completion of years of service in the District as follows based on the unit member's original date of hire:

- 10 years – 6.50% of base salary
- 15 years – additional 2.50% of base salary
- 20 years – additional 2.50% of base salary
- 25 years – additional 2.50% of base salary

Unit members who received four (4) percent longevity at five (5) years of service prior to July 1, 2016, will continue to receive it.

12.10 Professional Growth

12.10.1 The District will provide a professional growth program that incorporates three (3) options to earn additional pay by participating in training opportunities provided by the District, earn a stipend for current certificates held, or by receiving educational incentive points. All professional growth training must be conducted on the unit member's own time and for which there is no District financial support.

Option 1: Online Professional Growth Training Modules:

The District will provide eight (8) online training courses covering various topics:

- Each completed course will earn the participant \$50
- Courses take typically two (2) to four (4) hours to complete
- There's a max of eight (8) courses offered per year

In addition to the training component, the unit member may be required to demonstrate proficiency. Some tasks may require an assessment. Others may require the unit member to submit evidence of proficiency in the context of their position, such as a screenshot, observation, or producing a product.

Option 2: Certificate Pay:

This option compensates staff for current certificates or degrees held that are applicable to a unit member's job description. To determine if a certificate qualifies, please contact Human Resources.

- Certificates or degrees must be self-funded and earned outside of the unit member's workday
- Paid annually and requires renewal if applicable
- \$250 for Associate's Degree or qualifying certificate
- \$500 for Bachelor's or Master's Degree
- The higher of earned certificate will be paid

Option 3: Educational Incentive Points:

The District has made provisions for financial incentives to encourage unit member's professional growth. It is the District's intention that activity used for credit under this section be directed to the growth of the unit member related to their area of assignment. The site administrator will be the initial approving agent. The District will recognize twenty (20) points for an approved program earned by completion of college classes or attendance at workshops, conferences, and conventions focused on the District strategic goals and state standards for which there is no District financial support. Incentive points can only be earned for activities completed in the current fiscal year.

College Units: The District will recognize a maximum of six (6) semester or nine (9) quarter units per year. A quarter unit will be worth two-thirds of a point. Either upper or lower division courses may be included. Once completed, the unit member is required to submit evidence of a passing grade (C or better) to the Human Resources office before final approval is given.

Workshops, Conferences, or Conventions: The District will recognize attendance at or participation in workshops, conferences or conventions, but will limit points earned to three (3) per year. In order to be accepted, no District reimbursement can be received for this activity and there must not be any District financial support.

12.10.2 General Conditions:

- One (1) point equals fifteen (15) hours which equates to \$206.72 as of the 2024-25 school year.
- Point value will increase with any yearly negotiated salary increase.
- All applications must be pre-approved by the unit member's supervisor and submitted to Human Resources for final approval.
- Points must be earned between July 1 through June 30 of the current year and will be paid in the following school year.
- The deadline to submit completed applications with corresponding evidence is July 30.

12.11 Extra Duty Pay

12.11.1 The following extra duty structure is established for Instructional Assistant, Special Education. The need and duration of the assignment is determined by the supervisor.

Five percent (5%) in addition to base salary– Instructional Assistant, Special Education Extra Duty pay, Type A is to be paid to the assistant who assists students who are orthopedically impaired and/or have a serious health condition requiring a Health Care Plan or toileting assistance.

One and one-half percent (1.5%) in addition to base salary– Instructional Assistant, Special Education Extra Duty Pay, Type B is to be paid to the aide who assists, provides minimal to moderate toileting assistance and/or specialized care to students with a Health Care Plan.

At the beginning of the school year, the Special Education Office will provide a Personnel Action Report (PAR) form to the Human Resources Office listing the Instructional Assistant, Special Education positions who are to receive the Type A or Type B extra duty and dates the pay is to be issued.

12.11.2 Unit members who perform their regular duties beyond their assigned work hours are paid at the regular or overtime rate of pay as appropriate. Unit members who are required to attend training and/or assigned to perform duties, including required participation on committees, outside of their regular assignment shall receive their hourly rate of pay. This section excludes negotiations.

Article 13. ORGANIZATIONAL SECURITY

- 13.1 The District and the 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, and participate in employee organizations. Either party shall not exert pressure on or discriminate against an employee regarding such matters.
- 13.2 The District shall provide the Association the following information within thirty (30) working days of the employee's hire date, assuming the information is retained by the District: full legal name, job title, department, work location, work, home, and personal cellular telephone numbers; personal email addresses on file with the employer; and home address. This above information shall also be provided for all bargaining unit members on or before every September 30, January 30 and June 30.
- 13.3 The District shall contact the Association leadership not less than ten (10) days in advance of a new employee orientation. The Association will provide a membership application and/or link for an electronic application including supplemental CSEA orientation information for the new hires. The Association will have access and the opportunity to meet with all new hires during the onboarding process. District shall refer all employee questions about the Association or dues to the Association leadership.
- 13.4 The District shall not interfere with the terms of any agreement between the Association and the District's employee with regard to that employee's membership in the Association.
- 13.5 The Association shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.
- 13.6 Dues Deduction:
- 13.6.1 The employer shall deduct, in accordance with the Association dues schedule, dues from the wages of all employees who are members of the Association.
- 13.6.2 Managers, supervisors and confidential employees shall not instruct employees on the process to leave the Association, but instead simply refer any questions to the Association leadership and shall obtain the Association's approval before processing any revocation request. The District will only deduct or cease collecting dues from unit members upon notification from the Association.

13.6.3 The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.

13.7 The District shall take all reasonable steps to safeguard the privacy of the Association members' personal information; including but not limited to members' Social Security numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.

13.8 As a condition of the effectiveness of this Article, the Association agrees to indemnify and save the District, Board of Education, each individual School Board member, and all administrators in the District, harmless against any and all claims, demands, costs, lawsuits, and judgments or other forms of liability and all court or administrative agency costs that may arise out of or by reason or action taken by the District for the purpose of complying with this Article.

Article 14. EMPLOYEE EXPENSES AND MATERIALS

- 14.1 The District may pay the full cost of the purchase, lease, rental, and maintenance of uniforms, equipment, identification badges, emblems, and cards required by the District to be worn or used by unit members in the following classes: Maintenance and Custodial, Campus Supervisors, and Nutrition Services.
- 14.2 The District agrees to provide all tools, equipment, and supplies considered to be necessary by the District for performance of employment duties.
- 14.3 Should the employment duties of a unit member reasonably require use of any equipment or gear to ensure the safety of the unit member or others, the District agrees to furnish such equipment or gear.
- 14.4 The District shall insure against the personal liability of the unit member for damages for death, injury to a person, or damage or loss of property caused by the negligent act or omission of the unit member when acting within the scope of the unit member's employment.
- 14.5 The District will defend and indemnify any unit member acting within the course and scope of their employment, without malice or fraud, from claims arising from or relating to use of district equipment.
- 14.6 The District electronic network system is designed solely for educational and work related purposes. All files and information on District computers including email files are District property and, as such, are subject to inspection and review by District personnel. Unit members may not claim personal copyright privileges over files, data, or materials developed in the scope of their employment. Unit members shall not use copyrighted materials without the permission of the copyright holder.

Article 15. HOLIDAYS

15.1 When the President of the United States or the Governor of the State of California indicate that all Americans or Californians are to celebrate a day by taking a day off from work, every day appointed by the President, or the Governor, as provided for a public fast, thanksgiving, or holiday shall be a holiday for classified unit members. Additionally, any day or fraction of a day declared a holiday by the District shall be a holiday for classified unit members.

15.1.1 All regular probationary and permanent classified service unit members who are in a paid status during any portion of the working day immediately preceding or succeeding the holiday will be paid full salary for all official holidays. Unit members who are sick the day before or the day after a holiday may be required to submit a doctor's excuse.

15.2 OFFICIAL HOLIDAYS

Floating Holiday	New Year's Eve
Independence Day	New Year's Day
Labor Day	Martin Luther King Jr. Day
Veterans Day	Lincoln's Birthday
Day before Thanksgiving	Admission Day
Thanksgiving	Presidents Day
Day after Thanksgiving	Spring Vacation Day
Christmas Eve	Memorial Day
Christmas Day	Juneteenth
Day after Christmas Day	

15.3 Any day granted as a mandatory teacher training day, teacher institute, teacher/parent conference, or student registration day by whatever name for whatever purpose is a regular workday for all classified unit members.

15.4 When a holiday listed falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed except when Christmas Eve falls on a Saturday the following Wednesday shall be deemed to be the holiday in lieu of the day observed.

15.5 Regular unit members of the District who are not normally assigned to duty during school holidays shall be paid for official holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the school holiday period.

15.6 The floating holiday shall be scheduled with the mutual agreement of the unit member and supervisor. It is intended that the day be taken in the year accrued, cannot be carried over, and will not be paid out if unused.

Article 16. VACATIONS

We value the health and well-being of all unit members and the vacation benefit is intended to support the positive health of staff. The term “vacation” is defined as a period of time away from work usually used for rest, recreation, or travel. There are multiple physical and psychological health benefits of taking a vacation and research shows that those who take vacations have lower stress, less risk of heart disease, a better outlook on life, and more motivation to achieve goals.

- 16.1 Full-time classified unit members assigned on a twelve (12) month basis are entitled to eight (8) hours of vacation or one (1) day with pay for each month of service.

Unit members shall accumulate and be credited with vacation according to the following schedule:

	<u>10 Month Work Year</u>	<u>10.5 Month Work Year</u>	<u>10.75 Month Work Year</u>	<u>11 Month Work Year</u>	<u>12 Month Work Year</u>
<u>0-4 Years</u>	10 days	10.5 days	10.75 days	11 days	12 days
<u>5-9 Years</u>	12.5 days	13.13 days	13.44 days	13.75 days	15 days
<u>10-14 Years</u>	15 days	15.75 days	16.13 days	16.5 days	18 days
<u>15-19 Years</u>	15.8 days	16.59 days	16.99 days	17.38 days	19 days
<u>20+ Years</u>	16.7 days	17.54 days	17.95 days	18.37 days	20 days

- 16.2 Vacation will be allocated on July 1 of each fiscal year, and will be prorated upon initial employment. All unit members who work less than a twelve (12) month calendar, must utilize vacation days or take unpaid leave on their work days that occur during fall, winter, mid-winter, and spring break unless management and the unit member mutually agree to work deemed necessary. The work requested will be within the scope of their current assignment. The District reserves the right to pay out any unused vacation on June 30 of each fiscal year. The unit members who accrue fewer vacation days than needed to cover the above mentioned breaks, may utilize personal necessity for the uncovered time as long as they have not used one of their accrued vacation days when school is in session (see 8.4.1.4).
- 16.3 All full-time unit members assigned on a twelve (12) month basis may carryover a maximum of ten (10) days of unused vacation from one (1) fiscal year to the following fiscal year. When a unit member exceeds ten (10) days of unused vacation carryover as of July 1, the supervisor shall schedule the excess amount of vacation carryover to be used before October 31.

- 16.4 The maximum vacation taken at one (1) time in one (1) year shall be three (3) weeks (one-hundred twenty 120 hours) unless otherwise agreed to in advance by the District. Unit members may access vacation balances through the OCDE Employee Information System.
- 16.5 Permanent unit members working less than twelve (12) months who choose to take personal leave without pay on scheduled work days during the winter, February (mid-winter) and/or spring breaks shall be paid out the amount equal to the personal leave taken from their accrued vacation available as of the last day of June of the current fiscal year on their July 10th paycheck. Please note, use of unpaid personal leave does negatively impact your retirement service credit.
- 16.6 A unit member may be granted vacation during the school year, even though not earned at the time the vacation is taken, upon approval of the immediate supervisor.
- 16.7 If a unit member is terminated and had taken vacation which was not yet earned at the time of termination, the District shall deduct from the unit member's final check the full amount of salary which was paid for such unearned days of vacation taken.
- 16.8 Upon separation from service, (termination, resignation, reduction of hours, and layoff) the unit member shall be entitled to be paid a lump-sum compensation for all earned and unused vacation. Unit members who have not completed six (6) months of employment in regular status shall not be entitled to such compensation.
- 16.9 Unit members affected by a reduction in work year/hours may be permitted to carryover unused vacation time to the next fiscal year subject to prior approval of the Superintendent.
- 16.10 Vacations shall be scheduled at the mutual convenience of the unit member and the District, unless the provisions of 16.3 apply. If a unit member is dissatisfied with the scheduled time, the unit member may appeal to the next level of management to resolve the issue.
- 16.11 If there is any conflict between unit members who are working on the same or similar operations as to when vacations shall be taken, the unit member with the highest seniority shall be given preference.
- 16.12 Unless permission is obtained, vacations should not be scheduled during the week immediately preceding the opening of the school term, and the week immediately preceding the completion of the school term.

- 16.13 If a unit member's approved vacation must be postponed or interrupted due to illness, bereavement, or injury they may reschedule the vacation, or with District approval, carryover the unused vacation to the following school year, provided the unit member supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination.
- 16.14 Official holidays will not be charged as a day of vacation (See Article 15.2).
- 16.15 Unit members on a paid leave of absence shall not be considered to have a break in service for purposes of earning vacation.
- 16.16 A unit member who terminates employment with the District and who subsequently returns to employment with the District shall be reinstated with years of service for the purposes of earning benefits under this provision.

Article 17. PROFESSIONAL COURTESY

(Concerns by Unit Members Regarding Supervisors or Other District Employees)

17.1 Informal Level

A classified employee who has a concern regarding an action by a District supervisor or other District employee (unit member or certificated) shall, as a matter of professional courtesy, first address such a concern with the individual employee who shall respond as soon as practicable by discussing the matter with the unit member, seeking a mutually acceptable solution. Such an attempt at resolution shall normally take place within ten (10) working days of the issue giving rise to the concern or employee awareness of the issue giving rise to the concern.

17.2 Assistance by Immediate Supervisor/Impartial Mediator

In the event there is no mutually acceptable solution or if the employee feels the matter is of such a nature that direct discussion would be inadvisable, the employee may refer the problem to the employee's immediate supervisor. The supervisor shall meet with the employee against whom the concern has been raised, become thoroughly familiar with the issue, and shall seek a mutually acceptable solution. If the concern is regarding an action by the immediate supervisor of the employee or a higher level administrator, the employee may request that an Association representative be present. A mutually agreed upon impartial mediator may be appointed to facilitate the professional courtesy meeting upon request. A meeting will be scheduled within ten (10) working days upon receiving a request at a date and time convenient for all parties involved in the professional courtesy meeting within a reasonable timeframe to hold the meeting.

17.3 Assistance by the Superintendent or Designee

In the event resolution of the problem is not achieved at the immediate supervisor level, the employee may request, in writing, a meeting with the Superintendent or designee. A meeting will be scheduled within ten (10) working days upon receiving a request at a date and time convenient for all parties involved in the professional courtesy meeting within a reasonable timeframe to hold the meeting. The request should include:

1. The specific nature of the concern and a brief statement of the facts giving rise to it.
2. The nature and extent of the adverse effect of the situation giving rise to the concern.
3. A brief summary of the results of prior meetings, the specific action, which the

employee wishes taken, and the reasons why it is felt that such action should be taken.

17.4 Investigation with Resolution

If the matter is resolved at the meeting to the satisfaction of the employee and there has been a determination that there have been no serious and/or recurring violations of rules, regulations, policies, or laws, no further steps will be taken. Once the issue is resolved, the employee will make every effort to resume a professional relationship absent further references to the problem unless it recurs.

17.5 Investigation Without Complainant Resolution

If the matter is unresolved and the concern is regarding actions by another employee in the bargaining unit, the employee with the concern may pursue steps in Article 18.

If the matter is unresolved and the concern is regarding actions by another employee outside the bargaining unit, the unit member should pursue the appropriate complaint process in accordance with Board Policy.

17.6 Confidentiality

All information or proceedings regarding any concern shall be kept confidential by the District and the employee, shared only on a need to know basis. All information or proceedings regarding the handling of any concern shall be kept confidential by the employee, shared only on a need-to-know basis.

Article 18. COMPLAINTS AGAINST UNIT MEMBERS

18.1 Written Complaints

18.1.1 Any formal written complaint filed by a citizen, parent, unit member, or another District employee shall be reported to the unit member identified in the complaint within five (5) working days of its receipt.

18.1.2 The District shall investigate all formal written complaints and any other complaints that require investigation in accordance with Board policy.

18.2 Confidentiality

18.2.1 All information or proceedings regarding any complaint shall be kept confidential by the District, shared only on a need-to-know basis.

18.2.2 All information or proceedings regarding the handling of any complaint shall be kept confidential by the unit member, shared only on a need-to-know basis.

18.3 Investigation

18.3.1 The investigation shall include collection of information from the unit member and the complainant and a reasonable effort to collect any related documentation and interview appropriate witnesses as identified by both parties.

18.4 Investigation with Complainant Resolution

18.4.1 If the matter is resolved to the satisfaction of the unit member and the complainant, and there has been a determination that there have been no serious and/or recurring violations of rules, regulations, policies, or laws, no further steps will be taken.

18.4.2 The unit member against whom the complaint was filed may request that the immediate supervisor attempt to schedule a meeting between the unit member, the complainant, and the immediate supervisor and/or district administrator. Each unit member may be represented by an Association representative. Such a meeting may also be requested by the immediate supervisor and/or district administrator. If the matter is of such a nature that direct discussion would be inadvisable, a meeting with both parties present may not be scheduled.

18.5 Investigation without Complainant Resolution

18.5.1 If the immediate supervisor and/or district administrator determines that the complaint is completely false and/or based on hearsay and there is no substantiation, the matter shall be dropped. The complaint shall neither be placed in the unit member's personnel file nor used in any evaluation or disciplinary action against the unit member.

18.5.2 If the immediate supervisor and/or district administrator determines that the complaint has been substantiated, they shall counsel with the unit member and attempt resolution with the complainant while concurrently supporting the unit member to the greatest degree possible.

18.6 Disposition

18.6.1 Complaints, which are shown to be false or are not fully investigated and substantiated, shall neither be placed in the unit member's personnel file nor used in any evaluation or disciplinary action against the unit member.

18.6.2 Any complaint which is fully investigated and substantiated as having involved serious and/or recurring violations of rules, regulations or policies may be placed in the unit member's personnel file, except such material will not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment. A unit member will have the right to enter, and have attached to any such derogatory statement, their own comments. Such review, and any preparation of comments in response to the material and/or statement, will take place during normal business hours and the unit member will be released from duty for the purpose without salary reduction.

Article 19. GRIEVANCE RESOLUTION PROCEDURE

19.1 Definitions

19.1.1 A grievance is an allegation by one (1), or more unit members that there has been a violation, misinterpretation or misapplication of the specific provisions of the Agreement.

19.1.2 A grievant is a member of the bargaining unit or the Association alleging a violation, misinterpretation or misapplication of a specific provision of this Agreement.

19.1.3 A day is any day in which the District Offices are open for business.

19.2 Informal Resolution

Before filing a formal grievance, the grievant shall attempt to resolve the grievance by means of an informal conference with the immediate supervisor or the appropriate administrator.

19.3 Formal Resolution, Level One. Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance, or within twenty (20) days of the time the grievant could reasonably have known of the act or omission, the grievant must file a formal written grievance with Human Resources.

19.3.1 The written statement of the grievance shall include the general and specific grounds of the grievance, the date or dates the alleged act or omission occurred, the specific provisions of the Agreement alleged to have been violated, misinterpreted or misapplied, and any other pertinent information which might assist the District in determining the proper resolution of the grievance. It shall also include a statement of the specific action, which the aggrieved unit member desires that the District take to remedy the grievance and a statement of the outcome resulting from the Informal Resolution as described in Section 19.2.

19.3.2 The immediate supervisor or the appropriate administrator shall communicate the decision to the grievant in writing within ten (10) days after receiving the grievance. If the administrator does not respond within the time limit, the grievant may appeal to the next level.

19.3.3 Within the above time limits either party may request a personal conference.

19.4 **Formal Resolution, Level Two.** In the event the grievant is not satisfied with the decision rendered at Level One, the grievant may appeal the decision on the appropriate form to the Superintendent or designee within ten (10) days.

19.4.1 The Superintendent or their designee shall communicate the decision to the grievant and the Association within ten (10) days. In the event the grievant is not satisfied with the decision rendered at Level Two, the grievant may appeal to the next level.

19.4.2 Within the above time limits, either party may request a personal conference.

19.5 **Formal Resolution, Level Three.** Within ten (10) days of the decision by the Superintendent or their designee, the grievant may request the Association to submit the grievance to arbitration. A copy of the decision must be provided to the District within the ten (10) day limit. Within twenty-five (25) days of the decision by the Superintendent, the Association must have notified the District in writing of its intent to submit the grievance to arbitration. Prior to arbitration, however, either party may request a mediator. In the event either party cannot agree upon a mediator, one will be selected from a list provided by the State Office of Mediation and Conciliation. If the Association decides to submit the grievance to arbitration, after mediation if any, the Association and the District shall attempt to agree on an arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in conducting grievance arbitration hearings. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.

19.5.1 The fees and expense of the arbitrator in the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

19.5.2 The arbitrator shall, as soon as possible, hear evidence, and render a decision on the issue or issues submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

19.5.3 The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation, misinterpretation, or misapplication of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based upon the evidence and

arguments presented to them by the respective parties and upon generally accepted rules of contract construction and interpretation.

19.5.4 The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall, therefore, not have authority, nor shall they consider it their function to decide any issues not submitted or to so interpret or apply the Agreement as to change what can clearly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. Past practice of the parties in interpreting or applying terms of the Agreement may be utilized by the arbitrator in accordance with generally accepted rules of contract construction and application. The arbitrator shall not render any decision or award, or fail to render any decision or award, merely because in their opinion such decision or award is fair or equitable.

19.5.5 The decision of the arbitrator within the limits herein prescribed shall be binding upon the Association, the District, and the grievant.

19.5.6 Any dispute arising out of or in any way connected with either the existence of or the exercise of rights of the District in Article 2, Recognition, is not subject to the Grievance provisions set forth in this Article, unless the dispute is otherwise grievable under another Article of the Agreement.

19.6 Miscellaneous Provisions

19.6.1 If the immediate supervisor, Superintendent or designee fails to comply with the time limits set forth, the grievant may process the grievance to the next level of the grievance procedure. The time limits referred to herein shall be applied in a reasonable manner and may be extended only by mutual agreement between the parties.

19.6.2 All documents, communications, and records dealing with the processing of the grievance shall be filed separately from the personnel files of the participants.

19.6.3 No reprisals of any kind shall be taken by the District or by any member or representative of the District against the Association, a grievant or person who assisted the grievant. No reprisals of any kind shall be taken by the Association or any unit member against either the grievant, the District or any District unit member who may have participated directly or indirectly in the grievance procedure.

- 19.6.4 Grievants, representatives of the grievants, and witnesses shall be provided reasonable release time for the purpose of processing grievances.
- 19.6.5 Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without intervention by the Association so long as the adjustment is reached prior to arbitration, the adjustment is not inconsistent with the terms and conditions of this Agreement and provided the District shall not agree to a resolution of a grievance until the Association has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response.
- 19.6.6 The filing or pendency of a grievance shall not delay or change District action or programs until, if at all, the resolution of the grievance.
- 19.6.7 The grievant may be accompanied at any point in the process by an Association representative at the grievant's discretion.

Article 20. EVALUATION PROCEDURES

- 20.1 The evaluation of classified unit members is the responsibility of the immediate supervisor.
- 20.2 Every unit member will be evaluated in writing on a standard evaluation form provided by the Human Resources Department and is located in Appendix C. The form shall be developed by the District in consultation with the Association. Probationary unit members will be evaluated prior to the end of the second and fifth month. All other unit members will have a formal evaluation no less than biennially before May 15. It is clearly understood that individual supervisors may evaluate a unit member at any time. The probationary period is the period of service immediately following appointment to a regular position, not to exceed six (6) months or one hundred thirty (130) days of service, whichever is greater. If service is deemed unsatisfactory, the evaluation report shall include recommendations for improvement and provisions for assisting the unit member in implementing the recommendations made.
- 20.3 Evaluations should be based upon the direct observation or knowledge of a unit member's work performance by their immediate supervisor, which typically is the site or department administrator. Evaluators are required to informally observe the employee in their job environment at least twice prior to the formal evaluation meeting.
- 20.4 The unit member shall have the right to submit a formal written statement regarding items on the evaluation. This statement shall be attached to the evaluation in the unit member's file.
- 20.5 The personnel file of each unit member shall be maintained at the District Administration Office. No evaluation of any unit member shall be placed in the District Personnel File without an opportunity for discussion between the unit member and the immediate supervisor. Information of a derogatory nature, except materials that include ratings, reports, or records which were obtained prior to the employment of the unit member, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment.
- 20.6 Materials kept by the employer which concern the performance of the unit member shall be available for examination by the unit member after the provision of reasonable notice. Unit members will be given a written copy of all information, including information that may be used for disciplinary purposes, before such information is placed in their personnel file.
- 20.7 The evaluation process is subject to the grievance procedures of Article 19 of this Agreement.

- 20.8 Every unit member shall have the right to inspect such materials upon request, provided that the request for review is made at a time when they are not actually required to render service to the District.
- 20.9 A unit member shall have the right to enter their own comment on, and have the comments attached to, any such derogatory statement. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without loss of pay.

Article 21. LAYOFF AND RE-EMPLOYMENT FOLLOWING LAYOFF

- 21.1 Classified unit members shall be subject to lay off for lack of work or lack of funds. Whenever a classified unit member is laid off, the order of layoff within the class shall be determined by length of service. The unit member, who has been employed the shortest time in the class, plus higher classes, shall be laid off first.
- 21.2 When a permanent unit member who has been promoted to a higher classification is subject to layoff, they shall be given the opportunity of replacing unit members in the former but lower or equal classification who have fewer hours of paid service, provided that such a unit member achieved permanency in the classification and can still meet the requirements for appointment to that classification.
- 21.3 All service in the classification, plus higher classification shall count as seniority within the classification.
- 21.4 Salary placement on the lower classification level will be on a step that would least affect the unit member's compensation.
- 21.5 The demoted unit member's step increase date shall remain unchanged.
- 21.6 When, as a result of a bona fide reduction or elimination of the service being performed by any department, classified unit members shall be subject to layoff for lack of work and/or funds. Affected unit members and the Association shall be given preliminary notice of layoff by March 15 stating the reasons the unit member's services will not be required for the ensuing year and informing the unit member of their displacement rights, if any; reemployment rights; and applicable statute(s). The unit member may submit a request for hearing and Notice of Participation within the timelines and subject to the procedures prescribed in Education Code section 45117.
- 21.7 When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified unit members shall be subject to layoff for lack of funds, the unit members to be laid off at the end of such school year shall be given written notice on or before April 29 informing them of their layoff and re-employment rights including seniority, displacement and unemployment insurance rights. However, if the termination date of any specially-funded program is other than June 30, such notice shall be given not less than sixty (60) days prior to the effective date of the anticipated layoff.
- 21.8 The District agrees to consult with the Association to review and discuss the proposed layoffs and determine the order of layoff within the provisions of this Agreement and seriously consider their recommendations within thirty (30)

calendar days prior to taking action on any matter which will result in major change of services by classified unit members, unless circumstances require less notice in which case the District will consult with the Association sufficiently in advance of the implementation date to allow for meaningful meeting and conferring prior to implementation.

21.9 Involuntary Reduction in Time

Involuntary reductions in time less than a layoff shall be negotiated with the chapter's negotiation team, including the CSEA Labor Relations Representative. Unit members shall retain eligibility to be considered for re-employment for an additional period of twenty-four (24) months provided that the employee possesses the required qualifications.

21.10 Re-employment of Persons Laid Off

Persons laid off because of lack of work or lack of funds shall be placed on an employment list for a period of thirty-nine (39) months and shall be re-employed in preference to new applicants. Re-employment shall be in the reverse order of layoff.

21.11 Seniority Roster

The District shall maintain a seniority roster including unit members' class seniority with an updated copy provided to the Association upon request.

21.11.1 Seniority within the District shall be determined based upon date of hire.

21.11.2 Seniority within a classification shall be based upon the first day of service within that classification.

21.12 Notification of Re-employment Opening

Any unit member who is laid off and requests notification of open positions shall be emailed to their personal address on file with Human Resources on the date the position is open.

21.13 Retirement in Lieu of Layoff

A unit member, if eligible, may elect to accept a service retirement in lieu of layoff. If the unit member subsequently accepts, in writing, the appropriate vacant position within a period of thirty-nine (39) months, the District shall maintain the vacancy until the Board of Administration of CalPERS has properly processed the request for reinstatement from retirement.

21.14 Medical Benefits

The District further agrees to pay medical benefits for thirty (30) calendar days after layoff and COBRA benefits offered thereafter as provided by law after the termination of District contributions for such benefits.

Article 22. CONTRACTING OUT

- 22.1 Supervisors and working foremen may perform any work that is considered by them to be necessary and essential to the operation of the District so long as the effect of this work does not cause a layoff, reduction in hours, or transfer of the person who was performing the work.
- 22.2 The Association agrees that the District has the right to make repairs, alterations or additions to school buildings, repair or build apparatus or equipment, make improvements on the school grounds, and erect new buildings in accordance with Education Code 41503.1 in its entirety.

Article 23. NO DISCRIMINATION

- 23.1 No member of the bargaining unit shall be discriminated against because of membership in an employee association, in accordance with current federal and state anti-discrimination laws.

Article 24. HEALTH BENEFITS

24.1 Unit Member and Dependent Insurance Programs

24.1.1 The District agrees to provide classified unit members and their dependents, domestic partners registered with the State and their dependents, with medical, dental, life and vision insurance programs as specified in Appendix D. The District also agrees to extend the District provided life insurance death benefit for all employees working at least seventeen and a half (17.5) hours per week.

24.1.2 The District agrees to pay medical, dental and vision premiums for unit members as follows, up to the district cap as specified in 24.1.3:

<u>Unit Member Group</u>	<u>District Contribution</u>
Unit members working six (6) hours or more per day, five (5) days per week	Medical, dental, and vision for unit member and dependents
Unit members working at least four (4) hours per day, but less than six (6) hours per day, five days per week	Fifty (50) percent of the premium for medical, dental and vision for unit member and dependents

24.1.2.1 Pursuant to the 2017-2018 agreement, unit members who work 5.75 hours per day, five (5) days per week, having completed at least five (5) years of service to the District based on date of hire prior to June 30, 2012 are eligible for medical, dental and vision benefits for the unit member only and fifty percent 50% of the premium for dependents. This section shall not apply to unit members hired after June 30, 2012.

24.1.3 The District will contribute the following maximum amounts for eligible unit members as specified in 24.1.2:

District Annual Contribution PPO		District Annual Contribution HMO	
Single	\$9,722	Single	\$7,320
Employee + Spouse	\$20,384	Employee + Spouse	\$16,680
Employee + Child(ren)	\$14,722	Employee + Child(ren)	\$12,696
Family	\$25,150	Family	\$21,053

Eligible unit members shall be responsible for any costs incurred over the individual District contribution, which is specified in Appendix D.

24.2 Benefit Plan Designs effective October of each year

See Appendix D for complete and specific information concerning all medical, dental, and vision care benefits.

24.3 Eligibility

Present unit members may only request to elect to take health/life and dental insurance coverage prior to October 1 of each year to become effective October 1 of that year. New employees desiring to enroll MUST join any time during the first thirty (30) days of their employment. Health/life vision and dental insurance coverage for unit members and/or their dependents is not automatic, unit members must fill out the appropriate enrollment forms in order to be covered.

24.4 Health & Welfare Insurance Committee

The parties agree to maintain a District Employee Health & Welfare Insurance Committee, the membership of which shall be composed of at least four representatives from the Association. This Committee shall periodically research and review proposed and existing programs to ensure that quality and cost effectiveness criteria are maintained. The Committee shall meet periodically with insurance providers to determine that benefits are being accorded as required by the various benefits programs. Each of the four (4) Association representatives to the Committee shall be paid their hourly rate of pay for meetings that extend beyond the unit member's regular work day.

24.5 Early Retirement Health Benefit Program

24.5.1 Any full-time unit member eligible to retire under the CalPERS or CalSTRS regulations who has worked a minimum of five (5) consecutive years in District employment and who has initiated the steps to withdraw retirement funds from CalPERS or CalSTRS has the option to continue their medical coverage under the District medical plan at District expense. The retiree must currently be covered under one of the District's medical plans for at least twelve (12) months prior to retirement. Disability retirement does not qualify as early retirement. Modifications to the insurance program for active unit members, which reduce coverage and increase unit member costs, are also applicable to the former unit members then retired.

24.5.2 The retiree may insure their spouse or registered domestic partner at retiree expense until such time as the spouse or domestic partner reaches

the age of Medicare eligibility. The premium shall be the amount that the District pays for one (1) year of coverage.

- 24.5.3 Any retiree who waives the right to participate in the early retirement health benefit program shall receive ten thousand (\$10,000) dollars annually until the retiree meets one of the conditions in 24.5.5 below. If the retirement health benefit is waived for any eligible year, the retiree may not apply for benefit reinstatement.
- 24.5.4 It shall be the retiree's responsibility to pay the over-the-cap fee and dependent premium to the Business Office by the tenth of each month. Default of two (2) consecutive monthly payments shall result in the immediate termination of coverage; the District shall not assume the responsibility of reminding the retiree of premiums due.
- 24.5.5 Coverage for retiree or spouse or domestic partner being carried at the retiree's expense or any other option under the early retiree health benefit program shall terminate upon the first occurrence of any of the following conditions:
- a. The retiree attains the mandatory Medicare enrollment age.
 - b. The retiree becomes eligible for Medi-Cal or Medicare benefits under Social Security.
 - c. The retiree becomes eligible for medical insurance under any other LBUSD unit member benefit plan.
 - d. When the retiree reaches mandatory Medicare enrollment age or any other conditions listed in b or c above, the spouse or domestic partner may continue on one (1) of the District's medical plans, at the spouse's or domestic partner's own expense.

Article 25. MANAGEMENT RIGHTS AND EMPLOYER POWERS

It is understood and agreed that the employer retains all powers and authority to direct and control District operations to the full extent of the law. Included, but not limited to those duties and powers, are the rights in accordance with applicable laws and employer regulations to direct the work of unit members; to determine the means and services to be provided; establish the educational philosophy, goals, and objectives of the employer, school and/or other activity; to ensure the rights of students, classified employees, teachers, managers and Board of Education members; to determine the number and kinds of personnel required; to determine the job descriptions in negotiation with the Association; to maintain the efficiency of the school District operation; to determine the curriculum; to build, move or modify the facilities; to develop a budget; to develop and implement budget procedures with staff input; to determine the methods of raising revenue. In addition, the employer retains the right to hire, assign, evaluate, terminate, and discipline unit members. Further the employer reserves the right to do all that is necessary to exercise the foregoing powers, rights, authority, duties and responsibilities, including but not limited to, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, and shall be limited only by the specific and express terms of this Agreement, in conformance with the laws of the State of California.

Article 26. CONFORMITY TO LAW-SAVINGS PROVISION

- 26.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force.
- 26.2 Federal, state, and local law within the scope of representation is cause for reopening of negotiations on only the article(s) affected. Should a provision or application be deemed invalid under the law by a court of competent jurisdiction, the parties shall meet no later than thirty (30) days after such court decision to re-negotiate the specific provision rendered invalid.

Article 27. PROHIBITION OF STRIKES AND LOCKOUTS

- 27.1 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, of persons acting in concert with any of them, shall incite, encourage, or participate in any strike, walkout, slowdown, sympathy strike, or other work stoppage of any nature whatsoever during the life of this Agreement, for disputes concerning matters not mentioned in this Agreement, disputes contending that the District has committed unfair employment practices, under the Educational Employment Relations Act (EERA), disputes with other labor organizations, persons or employers, or jurisdictional disputes. In the event of any strike, walkout, slowdown, sympathy strike or work stoppage or threat thereof, the Association and its officers will do everything reasonable within their power to end or avert the same. The District will not lock out the employees covered by the Agreement during the life of this Agreement.
- 27.2 Any employee authorizing, engaging in, encouraging, sanctioning, recognizing or assisting any strike, slowdown, picketing, sympathy strike, work stoppage or other concerted interference in violation of this Article, or refusing to perform duly assigned services in violation of this Article, shall be subject to discipline up to and including termination.

Article 28. SUPPORT OF AGREEMENT

- 28.1 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 District and Association will support this Agreement for its term and will not seek change or improvement in any matter subject to meet and negotiation process, except by mutual agreement of the District and the Association.
- 28.2 The parties agree that in the event of scribe's error(s) of omission or commission in the preparation of the current collective bargaining agreement (2024-2027), that the language of the Tentative Agreement(s) shall prevail in the event of a conflict(s).

Article 29. TERM

- 29.1 The duration of the agreement shall be three (3) years from July 1, 2024, through June 30, 2027, with re-openers of up to two articles for each party in year two (2) and year three (3) of the Agreement.

If the District receives an increase of two (2) percent or more than assumed in the adopted budget* as indicated on the "Total Taxes" percentage change column identified in the P-1 property tax assessment from the Orange County Department of Education in November each year, then both parties agree to meet and negotiate Articles 12 and 24 (Salary and Benefits). The Business Office will provide Association Chapter 131 President a copy of the P-1 property tax assessment from the Orange County Department of Education when it is received each year.

*2024-25 budget assumes five (5) percent growth in total taxes

Article 30. RETIREMENT

- 30.1 All employees who are working one-half (½) time or more in a continuing classified position are required to become members of a combined program of Public Employees' Retirement System (CalPERS) and Old-Age, Survivors, and Disability Insurance (Social Security).
- 30.2 Each classified employee who is a member of CalPERS shall sign a "Report of Status Change or Separation" form with the Payroll Department upon termination.
- 30.3 Unused sick time (see Article 8.1.6)
- 30.4 Y-Rate Impact on Retirement Credit (see Article 11.2.5)
- 30.5 Leaves of Absence Effect on Retirement Credit (see Article 8.6.3)
- 30.6 Retirement in Lieu of Layoffs (see Article 21.14)
- 30.7 Early Retirement Health Benefits Program (see Article 24.5)

Appendix A – Classification Chart

<https://www.lbusd.org/departments/human-resources/job-description>

Laguna Beach Unified School District CLASSIFICATION CHART

District Clerical Series		Technology Series	
	Salary Range		Salary Range
Accounting Specialist	39	Systems Administrator	47
Admin Assistant, Special Education	39	Technology Project Coordinator	45
Payroll Specialist	39	Database Support Specialist	41
V-Facilities Assistant	35	Technology Systems Specialist	40
Human Resources Assistant	35		
District Office Assistant IV	35	Special Categories Series	
District Office Assistant III	30		Salary Range
District Office Assistant II	25	Athletic Trainer	38
		V-Coord. Stu Activities & Community Service	35
		V-Accompanist	33
		College and Career Specialist	33
		Communications Media Specialist	33
		V-Early Learning Program Specialist	33
		Scholarship & Financial Aid Specialist	33
		Work Based Learning Technician	33
		Community Liaison	32
		Transition Services Coordinator	32
		Activities Account Specialist	30
		Workability I/TPP Employment Specialist	28
		Health Clerk	27
		V-Learning Link Lead	22
School Clerical Series		Library Series	
	Salary Range		Salary Range
Admin. Assistant to the Principal	35	High School Media Specialist	31
Admin. Assistant, High School Support	33	Middle School Media Specialist	31
High School Registrar	32	Elementary Media Specialist	31
Attendance/Student Records Specialist	31	V-Library Media Assistant	27
HS Athletics Office Assistant	31		
Attendance & Reception Specialist, Elementary	31	Nutrition Series	
High School Reception & Counseling Office Asst.	30		Salary Range
Secondary Attendance Specialist	30	Central Kitchen Manager	30
Middle School Enrollment & Office Asst.	29	Nutrition Services Utility/Delivery Driver	29
Site Office Assistant I	20	Nutrition Services Lead, Secondary	24
		Nutrition Services Lead, Elementary	24
		Nutrition Services Assistant	20
School Support Series		Maintenance Series	
	Salary Range		Salary Range
Preschool Teacher	38	Journeyman - Plumber	41
Intervention Paraeducator	30	Maintenance Worker II	36
Music Paraeducator	30		
Extended Day Program Paraeducator	30	Operations Series	
V-Technology Paraeducator	30		Salary Range
Instructional Asst., Intervention	26	Athletic Facilities Custodian	30
Lead Instructional Asst., PE	26	Custodian III	30
Instructional Asst., Special Education	26	Custodian II	29
Campus Supervisor	24		
Instructional Asst., Bilingual Support	22		
Instructional Asst., PE	22		
Instructional Asst., Preschool	22		
Instructional Asst., Classroom	20		
Y-Rated Positions			
	Salary Range		
High School Media Specialist effective 3/2016	36		
Site Office Asst. I (formerly Office Clerk Typist 1) effective 7/2017	25		
Assistant to Facilities effective 7/2021	39		
HS Reception & Counseling Office Asst. eff. 7/21	31		

*V denotes a currently vacant position

Longevity will be granted as follows without regard to the number of hours worked:

- completion of 10 years - 6.5% of base salary
- completion of 15 years - additional 2.5% of base salary
- completion of 20 years - additional 2.5% of base salary
- completion of 25 years - additional 2.5% of base salary

Board approved: March 14, 2024

Effective date: July 1, 2024

Appendix B – Classified Salary Schedule

Laguna Beach Unified School District Classified Hourly Salary Schedule 2024-2025

Range	A	B	C	D	E	F
11	\$18.8265	\$19.8030	\$20.8425	\$21.9240	\$23.0895	\$24.2970
12	\$19.2675	\$20.2965	\$21.3570	\$22.4700	\$23.6460	\$24.8955
13	\$19.7610	\$20.8005	\$21.8820	\$23.0475	\$24.2550	\$25.5255
14	\$20.2650	\$21.3150	\$22.4385	\$23.6040	\$24.8640	\$26.1555
15	\$20.7690	\$21.8505	\$23.0055	\$24.2130	\$25.4835	\$26.8170
16	\$21.2625	\$22.4070	\$23.5725	\$24.8220	\$26.1135	\$27.4785
17	\$21.8190	\$22.9530	\$24.1710	\$25.4415	\$26.7540	\$28.1820
18	\$22.3650	\$23.5200	\$24.7695	\$26.0715	\$27.4260	\$28.8750
19	\$22.9110	\$24.1185	\$25.3890	\$26.7225	\$28.1190	\$29.5995
20	\$23.4885	\$24.7275	\$26.0400	\$27.3840	\$28.8330	\$30.3450
21	\$24.0870	\$25.3470	\$26.6805	\$28.0665	\$29.5575	\$31.1010
22	\$24.6960	\$25.9875	\$27.3420	\$28.7805	\$30.2925	\$31.8885
23	\$25.3050	\$26.6385	\$28.0245	\$29.5155	\$31.0380	\$32.6760
24	\$25.9455	\$27.3000	\$28.7175	\$30.2400	\$31.8150	\$33.4740
25	\$26.6070	\$27.9825	\$29.4630	\$30.9855	\$32.6025	\$34.3350
26	\$27.2580	\$28.6650	\$30.1875	\$31.7625	\$33.4320	\$35.1960
27	\$27.9300	\$29.4000	\$30.9330	\$32.5500	\$34.2615	\$36.0675
28	\$28.6125	\$30.1350	\$31.7100	\$33.3585	\$35.1225	\$36.9705
29	\$29.3580	\$30.8910	\$32.4975	\$34.2090	\$35.9940	\$37.9050
30	\$30.0720	\$31.6260	\$33.3165	\$35.0595	\$36.8865	\$38.8290
31	\$30.8280	\$32.4450	\$34.1250	\$35.9415	\$37.8420	\$39.8160
32	\$31.5840	\$33.2430	\$35.0070	\$36.8340	\$38.7765	\$40.7925
33	\$32.3820	\$34.0725	\$35.8785	\$37.7475	\$39.7425	\$41.8320
34	\$33.1905	\$34.9230	\$36.7710	\$38.6820	\$40.7400	\$42.8610
35	\$34.0200	\$35.8155	\$37.6740	\$39.6690	\$41.7375	\$43.9425
36	\$34.8705	\$36.6975	\$38.6190	\$40.6560	\$42.7980	\$45.0450
37	\$35.7630	\$37.6110	\$39.5955	\$41.6850	\$43.8480	\$46.1580
38	\$36.6450	\$38.5665	\$40.5825	\$42.7140	\$44.9715	\$47.3235
39	\$37.5480	\$39.5220	\$41.6010	\$43.7850	\$46.0845	\$48.5100
40	\$38.5035	\$40.5090	\$42.6300	\$44.8875	\$47.2185	\$49.7070
41	\$39.4695	\$41.5170	\$43.7010	\$46.0005	\$48.4260	\$50.9775
42	\$40.4460	\$42.5460	\$44.7825	\$47.1555	\$49.6125	\$52.2270
43	\$41.4540	\$43.6380	\$45.9165	\$48.3210	\$50.8725	\$53.5500
44	\$42.4935	\$44.7195	\$47.0820	\$49.5390	\$52.1325	\$54.8835
45	\$43.5330	\$45.8430	\$48.2475	\$50.7780	\$53.4240	\$56.2590
46	\$44.6250	\$46.9770	\$49.4445	\$52.0380	\$54.7680	\$57.6660
47	\$45.7695	\$48.1425	\$50.6940	\$53.3400	\$56.1540	\$59.0835

Hourly Rate: Monthly Rate divided by 173.33

Board Approved: September 12, 2024

Effective: July 1, 2024

Laguna Beach Unified School District Classified Monthly Salary Schedule 2024-2025

Range	A	B	C	D	E	F
11	\$3,263.20	\$3,432.45	\$3,612.63	\$3,800.09	\$4,002.10	\$4,211.40
12	\$3,339.64	\$3,517.99	\$3,701.81	\$3,894.73	\$4,098.56	\$4,315.14
13	\$3,425.17	\$3,605.35	\$3,792.81	\$3,994.82	\$4,204.12	\$4,424.33
14	\$3,512.53	\$3,694.53	\$3,889.27	\$4,091.28	\$4,309.68	\$4,533.53
15	\$3,599.89	\$3,787.35	\$3,987.54	\$4,196.84	\$4,417.06	\$4,648.19
16	\$3,685.43	\$3,883.81	\$4,085.82	\$4,302.40	\$4,526.25	\$4,762.85
17	\$3,781.89	\$3,978.44	\$4,189.56	\$4,409.78	\$4,637.27	\$4,884.79
18	\$3,876.53	\$4,076.72	\$4,293.30	\$4,518.97	\$4,753.75	\$5,004.90
19	\$3,971.16	\$4,180.46	\$4,400.68	\$4,631.81	\$4,873.87	\$5,130.48
20	\$4,071.26	\$4,286.02	\$4,513.51	\$4,746.47	\$4,997.62	\$5,259.70
21	\$4,175.00	\$4,393.40	\$4,624.53	\$4,864.77	\$5,123.20	\$5,390.74
22	\$4,280.56	\$4,504.41	\$4,739.19	\$4,988.52	\$5,250.60	\$5,527.23
23	\$4,386.12	\$4,617.25	\$4,857.49	\$5,115.92	\$5,379.82	\$5,663.73
24	\$4,497.13	\$4,731.91	\$4,977.60	\$5,241.50	\$5,514.49	\$5,802.05
25	\$4,611.79	\$4,850.21	\$5,106.82	\$5,370.72	\$5,650.99	\$5,951.29
26	\$4,724.63	\$4,968.50	\$5,232.40	\$5,505.39	\$5,794.77	\$6,100.52
27	\$4,841.11	\$5,095.90	\$5,361.62	\$5,641.89	\$5,938.55	\$6,251.58
28	\$4,959.40	\$5,223.30	\$5,496.29	\$5,782.03	\$6,087.78	\$6,408.10
29	\$5,088.62	\$5,354.34	\$5,632.79	\$5,929.45	\$6,238.84	\$6,570.07
30	\$5,212.38	\$5,481.73	\$5,774.75	\$6,076.86	\$6,393.54	\$6,730.23
31	\$5,343.42	\$5,623.69	\$5,914.89	\$6,229.74	\$6,559.15	\$6,901.31
32	\$5,474.45	\$5,762.01	\$6,067.76	\$6,384.44	\$6,721.13	\$7,070.56
33	\$5,612.77	\$5,905.79	\$6,218.82	\$6,542.77	\$6,888.57	\$7,250.74
34	\$5,752.91	\$6,053.20	\$6,373.52	\$6,704.75	\$7,061.46	\$7,429.10
35	\$5,896.69	\$6,207.90	\$6,530.03	\$6,875.83	\$7,234.36	\$7,616.55
36	\$6,044.10	\$6,360.78	\$6,693.83	\$7,046.90	\$7,418.18	\$7,807.65
37	\$6,198.80	\$6,519.11	\$6,863.09	\$7,225.26	\$7,600.17	\$8,000.57
38	\$6,351.68	\$6,684.73	\$7,034.16	\$7,403.62	\$7,794.91	\$8,202.58
39	\$6,508.19	\$6,850.35	\$7,210.70	\$7,589.25	\$7,987.83	\$8,408.24
40	\$6,673.81	\$7,021.42	\$7,389.06	\$7,780.35	\$8,184.38	\$8,615.71
41	\$6,841.25	\$7,196.14	\$7,574.69	\$7,973.27	\$8,393.68	\$8,835.93
42	\$7,010.51	\$7,374.50	\$7,762.15	\$8,173.46	\$8,599.33	\$9,052.51
43	\$7,185.22	\$7,563.77	\$7,958.71	\$8,375.48	\$8,817.73	\$9,281.82
44	\$7,365.40	\$7,751.23	\$8,160.72	\$8,586.59	\$9,036.13	\$9,512.96
45	\$7,545.57	\$7,945.97	\$8,362.74	\$8,801.35	\$9,259.98	\$9,751.37
46	\$7,734.85	\$8,142.52	\$8,570.22	\$9,019.75	\$9,492.94	\$9,995.25
47	\$7,933.23	\$8,344.54	\$8,786.79	\$9,245.42	\$9,733.17	\$10,240.94

Monthly rate is calculated by multiplying the hourly rate by 173.33

Board Approved: September 12, 2024
 Effective: July 1, 2024

Scheduled (Biennial)	
Unscheduled	

**LAGUNA BEACH UNIFIED SCHOOL DISTRICT
PERMANENT CLASSIFIED EVALUATION**



Employee Name (Please Print) _____ **Due Date** _____

Job Title _____ **School Site** _____ **Evaluation Period (Current School Year):** _____

Beginning of Evaluation Year Check-In Process :

- Supervisor to conduct a brief check-in meeting with the employee being evaluated within three months of Check-In Meeting date: _____
 Topic #1: Supervisor asks employee about professional goals and aspirations
 Topic #2: Supervisor provides details about how they can guide/assist the employee to reach these goals

An employee's work performance will be measured in the below categories, based on the following ratings: Exceeds Expectations, Meets Expectations, Needs Improvement, or Unsatisfactory. Comments are required for every section rated. Any "Needs to Improve" or "Unsatisfactory" ratings must include recommendations for

This evaluation will be placed in the employee's primary personnel file. The employee has the right to respond on a separate sheet to be attached to this evaluation within ten (10) days.

ATTENDANCE/PUNCTUALITY

	Meets	Needs to Improve	Unsatisfactory
	Work not adversely affected by absences. Observes work hours and follows procedures to report.	Absences and/or tardies may adversely affect work. Employee may not consistently follow procedures to report their absence.	Consistent pattern of absence or tardiness does affect work. Employee does not follow procedures to report their absence.

Comments: _____

JOB KNOWLEDGE

Exceeds	Meets	Needs to Improve	Unsatisfactory
All responsibilities of job completely understood; knowledge goes beyond what is required.	Major responsibilities of job understood.	Most common responsibilities of the job understood; knowledge of some job requirements incomplete.	Inadequate knowledge of key requirements of job.

Comments: (Identify job description duties on which ratings are based) _____

PLANNING/ORGANIZING WORK

Exceeds	Meets	Needs to Improve	Unsatisfactory
Consistently prioritizes and completes all required tasks ahead of timelines.	Generally completes appropriate amount of tasks based on job knowledge. Performs job tasks in a timely manner using allotted time and resources efficiently and	Inconsistently completes required tasks in a timely manner or does not use resources efficiently and effectively. May need assistance with prioritizing and	Does not use resources efficiently and effectively within timelines, resulting in important tasks not being completed
Comments:			

DEPENDABILITY ON THE JOB

Exceeds	Meets	Needs to Improve	Unsatisfactory
Consistently follows through on tasks from start to finish without reminders. Proactively contributes to a team environment.	Generally uses good decision making skills and follows through on tasks from start to finish. Little supervision is required to complete assigned work.	Inconsistently follows through on tasks and does not consistently use effective decision making skills. Supervision may be required to complete assigned work.	Does not follow through on tasks and does not use effective decision making skills. Supervision is required to complete assigned work.
Comments:			

HUMAN RELATIONS

Exceeds	Meets	Needs to Improve	Unsatisfactory
Consistently communicates well and works effectively with: Supervisors, co-workers, public/other district staff, and students.	Generally communicates well and works effectively with: Supervisors, co-workers, public/other district staff, and students.	Inconsistently communicates well and, at times, works ineffectively with: Supervisors, co-workers, public/other district staff, and students.	Does not communicate well and work effectively with: Supervisors, co-workers, public/other district staff, and students.
Comments:			

PROFESSIONAL QUALITIES			
Exceeds	Meets	Needs to Improve	Unsatisfactory
Consistently shows initiative in completing job related tasks and readily adapts to changing situations. Works well without the need for supervision.	Generally shows initiative in completing job related tasks and works with very little supervision. Demonstrates flexibility in adapting to changes.	Inconsistently shows initiative in completing job related tasks and requires some supervision. Is not consistently flexible in adjusting to changes.	Does not show initiative in completing job related tasks or have the ability to work without supervision. Is not flexible in adjusting to changes.
Comments:			

SAFETY PRACTICES			
Exceeds	Meets	Needs to Improve	Unsatisfactory
Consistently observes safety rules and practices. Always works efficiently and safely with equipment and job related materials. Shows concern for safety of others.	Generally observes safety rules and practices. Works efficiently and safely with equipment and job related materials most of the time.	Inconsistently observes safety rules and practices and does not consistently work efficiently and safely with equipment and job related materials.	Does not observe safety rules and practices and does not work efficiently and safely with equipment and job related materials.
Comments:			

OVERALL EMPLOYEE RATING (check one)			
Exceeds Standards <input type="checkbox"/>	Meets Standards <input type="checkbox"/>	Needs to Improve <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/> (Required PIP*)
		(Required PIP*)	

Final Comments:

I have received a copy of this evaluation and it has been discussed with me. Signing this form does not necessarily mean that I agree with the ratings.

Employee initials here that they have received a copy of this evaluation and job description _____

Employee's Signature

Job Title

Date

Signature of Evaluator

Title of Evaluator

Date

*Performance Improvement Plan

Appendix D – Health & Welfare Documents

Medical Plans

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Benefit Plan	Kaiser Permanente HMO	Blue Shield Access+ TRIO HMO (narrow)	Blue Shield Access+ HMO (full)
Plan Basics	Kaiser Providers and Facilities Only	In-Network Only	In-Network Only
	You Pay:	You Pay:	You Pay:
Coinsurance	0%	0%	0%
Annual Deductible			
– Individual	\$0	\$0	\$0
– Family	\$0	\$0	\$0
Out-of-Pocket Maximum			
– Individual	\$1,500	\$500	\$500
– Family	\$3,000	\$1,500	\$1,500
Lifetime Maximum Benefit	Unlimited Benefits	Unlimited Benefits	Unlimited Benefits
Medical Services			
Doctor's Office Visit	\$10 copay	\$10 copay	\$10 copay
Preventive Care	\$0	\$0	\$0
X-Ray & Lab	\$0	\$0	\$0
Urgent Care	\$10 copay	\$10	\$10
Holistic Care			
Chiropractic	\$10 copay	\$10 copay	\$10 copay
Acupuncture	(up to 30 visits/year)	(up to 30 visits/year)	(up to 30 visits/year)
Hospital Services			
Outpatient	\$10 copay	\$0	\$0
Inpatient	\$0	\$0	\$0
Emergency	\$100 copay	\$50 copay	\$50 copay
Prescription Drugs			
Retail Pharmacy			
– Generic	\$10 copay (30-day supply)	\$10 copay (30-day supply)	\$10 copay (30-day supply)
– Preferred Brand	\$20 copay (30-day supply)	\$20 copay (30-day supply)	\$20 copay (30-day supply)
– Non-Preferred Brand	n/a	n/a	\$35 copay (30-day supply)
Mail Order			
– Generic	\$20 copay (100-day supply)	\$20 copay (90-day supply)	\$20 copay (90-day supply)
– Preferred Brand	\$40 copay (100-day supply)	\$40 copay (90-day supply)	\$40 copay (90-day supply)
– Non-Preferred Brand	n/a	n/a	\$70 copay (90-day supply)

Medical Plans

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Benefit Plan	Blue Shield PPO	
	In-Network You Pay:	Out-of-Network You Pay:
Plan Basics		
Coinsurance	20%	40%
Annual Deductible		
– Individual	\$1,000	\$1,000
– Family	\$2,000	\$2,000
Out-of-Pocket Maximum		
– Individual	\$2,000	\$4,000
– Family	\$4,000	\$8,000
Lifetime Maximum Benefit	Unlimited Benefits	Unlimited Benefits
Medical Services		
Doctor's Office Visit	\$30 copay	40%
Preventive Care	\$0	Not covered
X-Ray & Lab	20%	40%
Urgent Care	\$30 copay	40%
Holistic Care		
Chiropractic (up to 24 visits/year)	\$30 copay	40%
Acupuncture (up to 12 visits/year)	20%	40%
Hospital Services		
Outpatient	20%	40%
Inpatient	20%	40%
Emergency	\$100 plus 20%	\$100 plus 20%
Prescription Drugs		
Retail Pharmacy		
– Generic	\$10 copay (30-day supply)	\$10 copay + 25% (30-day supply)
– Preferred Brand	\$20 copay (30-day supply)	\$20 copay + 25% (30-day supply)
– Non-Preferred Brand	\$35 copay (30-day supply)	\$35 copay + 25% (30-day supply)
Retail Pharmacy/Mail Order		
– Generic	\$20 copay (90-day supply)	Not covered
– Preferred Brand	\$40 copay (90-day supply)	Not covered
– Non-Preferred Brand	\$70 copay (90-day supply)	Not covered

¹ Subject to the deductible

Delta Dental PPO and Buy-Up Dental Plans, Continued

Delta Dental pays 70% of the approved costs for covered diagnostic, preventative, and basic dental services during the first year of coverage. You are responsible for the other 30%. Your coverage percentage increases by 10% each year provided you visit the dentist at least once a year.

- **First year of coverage:** Plan pays 70% and you pay 30%
- **Second year of coverage:** Plan pays 80% and you pay 20%
- **Third year of coverage:** Plan pays 90% and you pay 10%
- **Fourth year of coverage:** Plan pays 100%; there is no charge to you for covered services

If you do not see a dentist during the given year, then your coverage percentage remains the same as the prior year.

Benefit Plan	Delta Dental PPO Plan 1		Delta Dental PPO Plan 2 (BUY-UP)	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Plan Basics				
Annual Deductible	\$0	\$100	\$0	\$100
Annual Benefit Maximum	\$2,000	\$1,500	\$2,000	\$1,500
Preventive and Diagnostic				
Exams, X-rays, Cleanings	70% – 100%	70% – 100%	70% – 100%	70% – 100%
Basic Services				
Basic Restorative, Extractions, Oral Surgery	70% – 100%	70% – 100%	70% – 100%	70% – 100%
Major Services				
Inlays, Onlays, Crowns & Prosthetics	70% – 100%	70% – 100%	70% – 100%	70% – 100%
Implants				
Implants	70%	50%	70%	50%
Orthodontic				
Lifetime Maximum	Not covered		50% up to \$2,000 Adults & Dependent children	

VSP | PPO Vision Plan

The VSP vision plan provides professional vision care and high quality lenses and frames through the VSP network of optical specialists. You will receive higher benefits if you utilize a network provider. If you utilize an out-of-network provider, you will be responsible to pay all charges at the time of your appointment and will be required to file an itemized claim with VSP.

Benefit Plan	VSP	
	In-Network You Pay:	Out-of-Network Reimbursed:
Eye Exams		
Ophthalmologic Exam	\$10	Reimbursed up to \$45
Optometric Exam	\$10	Reimbursed up to \$45
Eyeglasses		
Frames	Up to \$150, 20% off balance (additional \$20 allowance for choosing a featured frame brand)	Up to \$70
Lenses		
Single	\$0	Reimbursed up to \$30
Bifocal	\$0	Reimbursed up to \$50
Trifocal	\$0	Reimbursed up to \$65
Polycarbonate (child up to age 18)	100%	Not covered
Polycarbonate (Adults)	\$31—\$35	Not covered
Standard Progressive	100%	Reimbursed up to \$50
Premium Progressive (Tier 1-4)	\$95—\$175	Reimbursed up to \$50
Contact Lenses—In Lieu of Frames & Lenses		
Contact lens fit & follow up	Member copay not to exceed \$40	Not covered
Elective	up to \$150*	Reimbursed up to \$105
Medically Necessary	100%	Reimbursed up to \$210
Frequency		
Eye Exam	Once every 12 months	
Frames	Once every 12 months	
Lenses	Once every 12 months	
Contact Lenses	Once every 12 months	

* Plan allows member to receive either contacts and frame (lenses for frames would be out of pocket), or frame and lens services



To Find an In-Network Vision Provider

Visit www.vsp.com or call 800-877-7195.

Appendix E – Calendar Definitions

(See 2024-2025 work calendars below or access through the canvas link:
<https://www.lbusd.org/resources/canvas>)

All unit members working four (4) or more hours per day will be paid the monthly rate as shown on the salary schedule. Unit members working less than four (4) hours per day will be paid at the hourly rate as shown on the salary schedule.

12 Month:

Unit members work twelve (12) months of the year July 1 through June 30.

Unit members work 242/3 days and receive 19 paid holidays = 259-262 paid days/year

11 Month:

Unit members work eleven (11) months of the year late July/early August through late June.

Unit members work 222 days and receive 18 paid holidays = 240 paid days/year

10.75 Month:

Unit members work ten and three-quarter (10.75) months of the school year from late July/early August through mid to late June, excluding program closed days.

Unit members work 217 days and receive 18 paid holidays = 235 paid days/year

10.5 Month:

Unit members work ten and one-half (10.5) months of the school year early August through mid to late June, excluding program closed days.

Unit members work 212 days and receive 18 paid holidays = 230 paid days/year

10 Month:

Unit members work ten (10) months of the school year from mid-August through mid to late June, excluding program closed days.

Unit members work 200 days and receive 17 paid holidays = 217 paid days/year

10 Month Academic:

Unit members work ten (10) months of the school year from the week before school starts through mid to late June, excluding program closed days.

Unit members work 192 days and receive 17 paid holidays = 209 paid days/year

The number of holidays may vary depending on the structure of a unit member's work calendar (see Article 15.5).

2024-2025 Classified Employee 10 Month Academic																						
July 2024						0	January 2025						22									
1	2	3	4	5								1	2	3								
8	9	10	11	12								H	PC	VU	98	99	100	101	102			
15	16	17	18	19								13	14	15	16	17	103	104	105	106	107	
22	23	24	25	26								20	21	22	23	24	H	109	110	111	112	
29	30	31										27	28	29	30	31	113	114	115	116	117	
August 2024						10	February 2025						19									
					1	2																
5	6	7	8	9								3	4	5	6	7	118	119	120	121	122	
12	13	14	15	16								10	11	12	13	14	123	124	125	126	127	
19	20	21	22	23								17	18	19	20	21	H	H	H	PC	VU	
FH	2	3	4	5								24	25	26	27	28	132	133	134	135	136	
6	7	8	9	10																		
September 2024						21	March 2025						21									
2	3	4	5	6								3	4	5	6	7	137	138	139	140	141	
H	12	13	14	15								10	11	12	13	14	142	143	144	145	146	
9	10	11	12	13								17	18	19	20	21	147	148	149	150	151	
16	17	18	19	20								24	25	26	27	28	152	153	154	155	156	
21	22	23	24	25								31					157					
26	27	28	29	30																		
31																						
October 2024						23	April 2025						21									
		1	2	3	4								1	2	3	4		158	159	160	161	
7	8	9	10	11								7	8	9	10	11	H	PC	VU	VU	VU	
14	15	16	17	18								14	15	16	17	18	166	167	168	169	170	
21	22	23	24	25								21	22	23	24	25	171	172	173	174	175	
28	29	30	31									28	29	30			176	177	178			
51	52	53	54																			
November 2024						20	May 2025						22									
					1	2																
					55																	
4	5	6	7	8								5	6	7	8	9			179	180		
11	12	13	14	15								12	13	14	15	16	181	182	183	184	185	
18	19	20	21	22								19	20	21	22	23	196	187	188	189	190	
25	26	27	28	29								26	27	28	29	30	191	192	193	194	195	
VU	PC	H	H	H								H	197	198	199	200						
December 2024						21	June 2025						9									
2	3	4	5	6								2	3	4	5	6	201	202	203	204	205	
9	10	11	12	13								9	10	11	12	13	206	207	208	209		
16	17	18	19	20								16	17	18	19	20						
23	24	25	26	27								23	24	25	26	27						
30	31											30										
						55							114									
													Total days	209								
Work day totals for a 10 month employee for 2024-25 must equal 209 days including 16 fixed holidays and one floating holiday																						
*The floating holiday can be used in lieu of any regular work day from August 21 to June 13. It's noted here for informational purposes																						
	Student start and end date					PC	Program closed day (unpaid non-work day)															
H	Holiday (paid non-work day)					VU	Vacation or unpaid day															
#	Denotes number of counted days in the month						K-12 Non Student Day															

2024-2025 Classified Employee 10 Month													
July 2024						January 2025						0	22
1	2	3	4	5	6	7	8	9	10	11	12	13	14
8	9	10	11	12	13	14	15	16	17	18	19	20	21
15	16	17	18	19	20	21	22	23	24	25	26	27	28
22	23	24	25	26	27	28	29	30	31				
29	30	31											
August 2024						February 2025						14	20
1	2	3	4	5	6	7	8	9	10	11	12	13	14
5	6	7	8	9	10	11	12	13	14	15	16	17	18
12	13	14	15	16	17	18	19	20	21	22	23	24	25
19	20	21	22	23	24	25	26	27	28	29	30	31	
5	6	7	8	9	10	11	12	13	14	15	16	17	18
10	11	12	13	14	15	16	17	18	19	20	21	22	23
September 2024						March 2025						21	21
1	2	3	4	5	6	7	8	9	10	11	12	13	14
9	10	11	12	13	14	15	16	17	18	19	20	21	22
16	17	18	19	20	21	22	23	24	25	26	27	28	29
23	24	25	26	27	28	29	30	31					
30	31												
35													
October 2024						April 2025						23	21
1	2	3	4	5	6	7	8	9	10	11	12	13	14
7	8	9	10	11	12	13	14	15	16	17	18	19	20
14	15	16	17	18	19	20	21	22	23	24	25	26	27
21	22	23	24	25	26	27	28	29	30	31			
28	29	30	31										
55	56	57	58										
November 2024						May 2025						21	22
1	2	3	4	5	6	7	8	9	10	11	12	13	14
4	5	6	7	8	9	10	11	12	13	14	15	16	17
11	12	13	14	15	16	17	18	19	20	21	22	23	24
18	19	20	21	22	23	24	25	26	27	28	29	30	31
25	26	27	28	29	30	31							
59													
December 2024						June 2025						22	10
1	2	3	4	5	6	7	8	9	10	11	12	13	14
8	9	10	11	12	13	14	15	16	17	18	19	20	21
15	16	17	18	19	20	21	22	23	24	25	26	27	28
22	23	24	25	26	27	28	29	30	31				
30	31												
101						118							
						Total days						217	
Work day totals for a 10 month employee for 2024-25 must equal 217 days including 16 fixed holidays and one floating holiday													
The floating holiday can be used in lieu of any regular work day from August 21 to June 13. It's noted here for informational purposes													
Student start and end date						PC						Program closed day (unpaid non-work day)	
H						V/U						Vacation or unpaid day	
#												Denotes number of counted days in the month	
												K-12 Non Student Day	

2024-2025 Classified Employee 10.5 Month																														
July 2024					0	January 2025					22																			
1	2	3	4	5		6	7	8	9	10	110	111	112	113	114															
8	9	10	11	12		13	14	15	16	17	115	116	117	118	119															
15	16	17	18	19		20	21	22	23	24	H	121	122	123	124															
22	23	24	25	26		27	28	29	30	31	125	126	127	128	129															
29	30	31																												
August 2024					20	February 2025					20																			
			1	2		3	4	5	6	7	130	131	132	133	134															
5	6	7	8	9		10	11	12	13	14	135	136	137	138	139															
FH*	2	3	4	5		17	18	19	20	21	H	H	H	V/U	V/U															
12	13	14	15	16		24	25	26	27	28	145	146	147	148	149															
6	7	8	9	10																										
19	20	21	22	23																										
11	12	13	14	15																										
26	27	28	29	30																										
16	17	18	19	20																										
September 2024					21	March 2025					21																			
						3	4	5	6	7	150	151	152	153	154															
H	22	23	24	25		10	11	12	13	14	155	156	157	158	159															
9	10	11	12	13		17	18	19	20	21	160	161	162	163	164															
26	27	28	29	30		24	25	26	27	28	165	166	167	168	169															
16	17	18	19	20		31					170																			
31	32	33	34	35																										
36	37	38	39	40																										
41																														
October 2024					23	April 2025					21																			
	1	2	3	4			1	2	3	4		171	172	173	174															
	42	43	44	45		H	PC	V/U	V/U	V/U																				
7	8	9	10	11		14	15	16	17	18	179	180	181	182	183															
46	47	48	49	50		21	22	23	24	25	184	185	186	187	188															
14	15	16	17	18		28	29	30			189	190	191																	
51	52	53	54	55																										
21	22	23	24	25																										
56	57	58	59	60																										
61	62	63	64																											
November 2024					21	May 2025					22																			
				1				1	2			192	193																	
				65		5	6	7	8	9	194	195	196	197	198															
4	5	6	7	8		12	13	14	15	16	199	200	201	202	203															
66	67	68	69	70		19	20	21	22	23	204	205	206	207	208															
11	12	13	14	15		26	27	28	29	30	H	210	211	212	213															
H	72	73	74	75																										
18	19	20	21	22																										
76	77	78	79	80																										
V/U	V/U	H	H	H																										
December 2024					22	June 2025					17																			
						2	3	4	5	6	214	215	216	217	218															
86	87	88	89	90		9	10	11	12	13	219	220	221	222	223															
91	92	93	94	95		16	17	18	19	20	224	225	226	H	228															
16	17	18	19	20		23	24	25	26	27	229	230																		
96	97	98	99	100																										
V/U	H	H	H	V/U																										
30	31																													
V/U	H																													
					107	Total days					123																			
											230																			

Work day totals for a 10.5 month employee for 2024-25 must equal 230 days including 17 fixed holidays and one floating holiday
The floating holiday can be used in lieu of any regular work day from August 21 to June 13. It's noted here for informational purpose

Student start and end date	PC	Program closed day (unpaid non-work day)	
H	Holiday (paid non-work day)	V/U	Vacation or unpaid day
#	Denotes number of counted days in the month	K-12 Non Student Day	

2024-2025 Classified Employee 10.75 Month															
July 2024						0		January 2025						22	
1	2	3	4	5					H	1	PC	2	WU	3	
8	9	10	11	12		112	113	114	115	116	117	118	119	120	
15	16	17	18	19		127	128	129	130	131					
22	23	24	25	26											
29	30	31													
August 2024						22		February 2025						20	
							FH*	1	2						
3	4	5	6	7	8	132	133	134	135	136					
13	14	15	16	17	18	147	148	149	150	151					
19	20	21	22	23	24										
26	27	28	29	30	31										
September 2024						21		March 2025						21	
H	2	3	4	5	6	152	153	154	155	156					
9	10	11	12	13	14	167	168	169	170	171					
15	16	17	18	19	20										
23	24	25	26	27	28										
30															
October 2024						25		April 2025						21	
48	49	50	51	52	53	H	7	PC	8	WU	9	WU	10	WU	11
14	15	16	17	18	19	181	182	183	184	185					
21	22	23	24	25	26	191	192	193							
28	29	30	31												
November 2024						21		May 2025						22	
68	69	70	71	72	73	196	197	198	199	200					
11	12	13	14	15	16	201	202	203	204	205					
18	19	20	21	22	23	206	207	208	209	210					
25	26	27	28	29	30										
December 2024						22		June 2025						20	
88	89	90	91	92	93	216	217	218	219	220					
9	10	11	12	13	14	221	222	223	224	225					
16	17	18	19	20	21	226	227	228	H	19					
23	24	25	26	27	28	231	232	233	234	235					
30	31														
						109								126	
								Total days						235	
Work day totals for a 10.75 month employee for 2024-25 must equal 235 days including 17 fixed holidays and one floating holiday															
The floating holiday can be used in lieu of any regular work day from August 21 to June 13. It's noted here for informational purposes															
	Student start and end date		PC		Program closed day (unpaid non-work day)										
	Holiday (paid non-work day)		WU		Vacation or unpaid day										
	#		Denotes number of counted days in the month		K-12 Non Student Day										

2024-2025 Classified Employee 11 Month																																
July 2024																								2		January 2025					23	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
8	9	10	11	12	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140		
15	16	17	18	19	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165		
22	23	24	25	26	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190		
29	FH*	2			195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220		
August 2024																								22		February 2025					20	
5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35		
12	13	14	15	16	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165		
19	20	21	22	23	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190		
26	27	28	29	30	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220		
30	FH*	2			220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245		
September 2024																								21		March 2025					21	
2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32		
9	10	11	12	13	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165		
16	17	18	19	20	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190		
23	24	25	26	27	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220		
30	31				220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245		
October 2024																								23		April 2025					22	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
7	8	9	10	11	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145		
14	15	16	17	18	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165		
21	22	23	24	25	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190		
28	29	30	31		195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220		
November 2024																								21		May 2025					22	
4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34		
11	12	13	14	15	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185		
18	19	20	21	22	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210		
25	26	27	28	29	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235		
December 2024																								22		June 2025					21	
2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32		
9	10	11	12	13	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165		
16	17	18	19	20	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190		
23	24	25	26	27	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220		
30	31				220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245		
Total days																								240								
Work day totals for a 11 month employee for 2024-25 must equal 240 days including 17 fixed holidays and one floating holiday																																
*The floating holiday can be used in lieu of any regular work day from August 21 to June 13. It's noted here for informational purposes																																
Student start and end date																																
H Holiday (paid non-work day)																																
K-12 Non Student Day																																
# Denotes number of counted days in the month																																

2024-2025 Classified Employee 12 Month																								
July 2024											23	January 2025											23	
FH*	1	2	3	H	4	5	6	7	8	9	10	11	12	13	14	15	16	17	H	1	134	135		
6	8	9	10	11	12	13	14	15	16	17	18	19	20	136	137	138	139	140	141	142	143	144	145	
11	15	16	17	18	19	20	21	22	23	24	25	26	27	141	142	143	144	145	H	20	147	148	149	150
16	22	23	24	25	26	27	28	29	30	31														
21	29	30	31																					
21	22	23																						
August 2024											22	February 2025											20	
											24	25												
26	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	156	157	158	159	160
31	12	13	14	15	16	17	18	19	20	21	22	23	24	161	162	163	164	165	H	17	H	18	H	19
36	19	20	21	22	23	24	25	26	27	28	29	30	31	171	172	173	174	175	176	177	178	179	180	
41	26	27	28	29	30																			
41	42	43	44	45																				
September 2024											21	March 2025											21	
H	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	176	177	178	179	180
51	9	10	11	12	13	14	15	16	17	18	19	20	21	181	182	183	184	185	186	187	188	189	190	
56	16	17	18	19	20	21	22	23	24	25	26	27	28	191	192	193	194	195	196	197	198	199	200	
61	23	24	25	26	27	28	29	30	31															
66	30																							
66																								
October 2024											23	April 2025											22	
67	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	
71	7	8	9	10	11	12	13	14	15	16	17	18	19	206	207	208	209	210	H	7	202	203	204	205
76	14	15	16	17	18	19	20	21	22	23	24	25	26	211	212	213	214	215	216	217	218			
81	21	22	23	24	25	26	27	28	29	30	31													
86	28	29	30	31																				
86	87	88	89																					
November 2024											21	May 2025											22	
											90													
91	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	221	222	223	224	225
H	11	12	13	14	15	16	17	18	19	20	21	22	23	226	227	228	229	230	H	11	97	98	99	100
101	18	19	20	21	22	23	24	25	26	27	28	29	30	231	232	233	234	235	236	237	238	239	240	
106	25	26	27	28	29																			
106	107	H	H	H																				
December 2024											22	June 2025											21	
111	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	241	242	243	244	245
116	9	10	11	12	13	14	15	16	17	18	19	20	21	246	247	248	249	250	H	2	242	243	244	245
121	16	17	18	19	20	21	22	23	24	25	26	27	28	251	252	253	H	16	251	252	253	H	19	
126	23	24	25	26	27	28	29	30	31															
131	30	31																						
131	H																							
131																								
											132												129	
											Total days	261												
Work day totals for a 12 month employee for 2024-25 must equal 261 days including 18 fixed holidays and one floating holiday																								
*The floating holiday can be used in lieu of any regular work day from August 21 to June 13. It's noted here for informational purposes																								
	Student start and end date																							
H	Holiday (paid non-work day)											K-12 Non-Student Days												
#	Denotes number of counted days in the month																							

Appendix F – July 1, 2024 Tentative Agreement

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Tentative Agreement Between the Laguna Beach Unified School District (LBUSD) And the California School Employees Association and its Laguna Beach Chapter 131 (CSEA) Effective July 1, 2024 through June 30, 2027

Article 2. RECOGNITION

- 2.2 Substitute and short-term employees, employed and paid for **seventy-five (75)** percent or less of a school year shall not be members of the bargaining unit. **Seventy-five (75)** percent of the school year means **one hundred ninety-five (195)** working days, including holidays, sick leave, vacation, and other leaves of absence, irrespective of number of hours worked per day. The term “substitute” is an employee hired to replace a regular employee on a day-to-day basis.
- 2.4 Employees, other than substitute employees, may be appointed by the Superintendent to a bargaining unit position on a temporary basis for a period not to exceed **twenty (20)** working days. The service provided by an employee to such a position in such an appointment shall not be included in computing the service required as a prerequisite to attainment of, or eligibility to, classification as a permanent employee.
- 2.4.2 The District and the Association agree that negotiation on matters within the scope of representation shall only take place between the **District's Lead Negotiator on behalf of the Board of Education** and the Association.
- 2.4.3 New classifications created or changes in the determination as to whether classifications are management, supervisory, confidential, or bargaining unit positions, shall be subject to negotiation between the District and the Association to determine if they are to be included in the bargaining unit. Disputed cases shall be submitted to the **Public Employment Relations Board (PERB)** and shall be subjected to the grievance procedures contained in this Agreement.

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Article 3. ASSOCIATION RIGHTS

- 3.1 Pursuant to the appropriate State laws, the District agrees that all employees (probationary and permanent) in the represented unit (Appendix A) shall have the right to freely organize, join, and support the Association for the purpose of representation on all matters of employer-employee relations. Likewise, it is understood that any employee has the right to refuse to join and participate in the activities of the Association. **Any inquires into Association business and/or membership shall be directed to the Association.**

- 3.2 A school site administrator and **Association CSEA** site representative shall collaboratively develop a classified staff meeting schedule at the beginning of each school year. **Association CSEA** will be provided up to **ten (10)** additional minutes to discuss association business at the conclusion of each staff meeting.

- 3.3 Upon ratification and approval by the Board, the new agreement will be posted on the website within **ten (10)** days. The District is not obligated to provide a printed copy to all unit members, however, unit members may request a printed copy from Human Resources.

- 3.4 The Association shall have the right to reasonable release time for the purpose of the meeting and negotiating with the District restricted to the following:
 - 3.8.1 For the purpose of a successor agreement, the **cChapter pPresident** will appoint six (6) representatives for the purpose of meeting and negotiating with the District and processing grievances. The Association's representatives shall receive a total allowance of forty-two (42) days of released time without loss of pay.

- 3.8 The Association shall be granted sixty (60) days of leave per year to be utilized at the discretion of the Association. Up to thirty (30) days can be utilized for **Aassociation Cehapter #131** members to be paid their daily rate of pay for **Association CSEA** training outside of their work year calendar. However, this leave shall not be utilized in preparation for or participation in a work slowdown, work stoppage, and/or strike as governed by District leave procedures. The unit member(s) affected by this leave shall not suffer loss of pay.

- 3.10 The District shall provide each new unit member with an informational packet prepared by **the Association CSEA** and subject to approval by the District. Additionally, the District shall provide **the Association CSEA** mandatory access to its three annual new employee orientations. "Access" to new employees shall be

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limited to two association representatives for **thirty (30)** minutes. Association representatives may attend the District's new employee orientations. Release time spent in new employee orientations shall be deducted from the Association's annual allotment. Should the District, in its sole discretion, change the manner in which it conducts new employee orientations, the parties shall meet and re-negotiate this Agreement to comply with the District's decision.

Should a new unit member be hired in between employee orientation sessions, a unit member appointed by the **Association Chapter #131 CSEA** President may meet and confer with the new unit member during designated break periods and/or release time.

The District shall provide not less than **ten (10)** calendar days' notice in advance to the association of a new employee orientation, unless there is an urgent need critical to the employer's operations that was not reasonably foreseeable. If the **Association** representative does not attend, the orientation will not be rescheduled.

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Article 4. NEGOTIATIONS PROCEDURES

- 4.5 The District and Association will continue to evaluate processes that promote communication, sharing of information, and building trust for negotiations leading to a mutually successful outcome.

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Article 5. JOINT FISCAL MANAGEMENT COMMITTEE

5.2 Membership

5.2.1 The official membership shall be composed of the following:

- The President of ~~the Association~~ CSEA or a designee
- Two at-large members of ~~the Association~~ CSEA
- The President of LaBUFA or a designee
- Two at-large members of LaBUFA
- One member of the Governing Board
- The Superintendent or designee
- The ~~Assistant Superintendent of Business Services~~ Chief Business Official

5.3 Meetings

5.3.1 The Committee shall meet quarterly unless otherwise determined by a majority of the Committee. Each of the three (3) ~~Association~~ CSEA representatives to the Committee shall be paid at their hourly rate of pay for meetings that extend beyond the unit member's regular work day.

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Article 6. EMPLOYMENT

- 6.3 A permanent classified employee is one who is employed for seventy-five (75) percent (75%) or more of the school year or has completed a probationary period of six (6) months or one hundred thirty (130) days of service, whichever is greater. ~~Employee work calendars are defined in Appendix E of this document.~~

- 6.4 ~~The Board of Education employs all persons and shall fix the salary of all employees in accordance with this Agreement.~~

- 6.9 New employees shall be placed on Steps A, B, C, D, E, or F of the appropriate salary schedule when approved by the Superintendent. Placement shall be based on the following criteria:
 - 6.9.1 Step A – No experience to **two (2)** years of experience in a similar classification.
 - 6.9.2 Step B – Minimum of **three (3)** years of previous experience in a similar classification.
 - 6.9.3 Step C – Minimum of **five (5)** years of previous experience in a similar classification.
 - 6.9.4 Step D – Minimum of **seven (7)** years of previous experience in a similar classification.
 - 6.9.5 Step E – Minimum of **nine (9)** years of previous experience in a similar classification.
 - 6.9.6 Step F – Minimum of **eleven (11)** years of previous experience in a similar classification.

At the discretion of the Superintendent, the above minimums may be waived for step placement.

6.10 Summer School

Upon receipt of a summer school application, any current unit member shall be considered for a summer school position and such classified employees of the District shall be given first consideration over outside applicants for placement in any summer school vacancy posted for Classified Personnel. **Unit members will receive compensation for the classification they are assigned to during summer school and will accrue sick and vacation benefits in accordance with Article 8 and Article 16 for work completed during the summer session as defined by Education Code 45102.**

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The following non-ranked criteria (listed alphabetically) will be considered by those responsible for hiring:

- Availability
- Individual qualifications
- Instructional needs
- Program needs
- Training/experience
- Seniority of the unit member and recent service in the position may also be considered.

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Article 7. SAFETY

- 7.1 Within ~~sixty (60) thirty (30)~~ duty days following the opening of school, a joint District Safety Committee shall be organized and will include representation from the Association.
 - 7.7.1 The Committee shall meet at least **four (4) times per school year** ~~bimonthly~~ unless mutually agreed otherwise to review **the Districtwide Comprehensive Safety Plan**, unsafe or unhealthy conditions, and report to the Superintendent and individual employees with safety and health concerns.
- 7.8 Material Safety Data Sheets (MSDS) will be kept at **the workplace where there is or may be employee exposure under normal conditions of use or in foreseeable emergencies** ~~each custodial workroom~~ at each **District-owned and operated school** site.
- 7.10 Staff will be oriented to the **Districtwide Comprehensive Safety Plan** and trained on **Site Specific Safety Plan** procedures at the beginning of each school year and as needed throughout the year to help ensure all new and current unit members understand their specific roles and responsibilities.

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Article 8. ABSENCES/LEAVES

A unit member shall report absences using the District-adopted absence reporting system as early as possible but no later than sixty (60) minutes prior to the start of the shift on the actual day of absence. Unit members in certain departments may be required to report to the unit member's supervisor each day of the absence as directed by the supervisor. Unit members are required to request prior approval from their supervisor for ~~v~~vacation or ~~f~~Floating ~~h~~Holiday.

8.1 Sick Leave

8.1.2 A unit member who has excessive absences shall be required to provide written documentation from a licensed health care provider showing proof of illness or injury to qualify for sick leave pay for each day of absence at **management discretion.**

8.2 Differential Pay

8.2.1 When a unit member is absent from duties on account of illness or accident for a period of five (5) months or less, whether or not the absence arises out of or in the course of employment of the unit member, the amount deducted from the salary due the unit member for any month in which the absence occurs shall be compensated equal to fifty (50) percent ~~(50%)~~ of the unit member's regular base salary.

8.3 Leave of Absence for Industrial Accident or Illness

8.3.12 At any time, during the prescribed thirty-nine (39) months, the unit member is able to assume the duties of the unit member's position, the unit member shall be re-employed in the first vacancy in the classification of the previous

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assignment. The re-employment will take preference over all other applicants except for those laid off for lack of work or funds under Article 21 of this Agreement in which case the unit member shall be ranked according to proper seniority.

8.4 Personal Necessity Leave

8.4.1.4 Usage During Student Breaks. For unit members who accrue fewer vacation days than the number of vacation/unpaid days in their work calendar, personal necessity leave may be utilized during student breaks to avoid loss of wages **as long as they have not used one of their accrued vacation days when school is in session** (see 16.2).

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Article 9. HOURS AND OVERTIME

9.2.3 The District reserves the right to change the regular workday or workweek when it is deemed necessary to carry out the District's business; provided, however, that any change which involves modification of a Monday through Friday workweek or more than one hour in beginning or ending time will be negotiated with the Association CSEA.

9.5 Shift Differential

9.5.1 If any unit member's assigned work shift commences between 2:00 p.m. and 5:00 p.m., the unit member shall be paid a shift differential premium of one (1) percent (~~1%~~) above the base rate of pay for all hours worked.

9.5.4 No unit member whose regular yearly assignment for service excludes all, or any part of, the period between the end of the academic year ~~in June~~ to the beginning of the next academic year ~~in August~~, shall be required to perform services during such period. When necessary to assign unit members not regularly assigned to serve between the end of one academic year and the commencement of another who are willing to serve, such assignment shall be made on the basis of qualifications for employment at the reasonable discretion of the immediate supervisor. In making the assignment, the immediate supervisor will consider the job-related strength and evaluation of the unit member and where these factors are equal, seniority in the District.

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Article 11. PROMOTION, RECLASSIFICATION, AND TRAINING

11.1 Promotion

- 11.1.4 The job vacancy notice shall remain posted for a period of **no less than six (6) full** working days, during which time unit members may apply for the vacancy. Any unit member who is on leave during the period of the posting is eligible to apply and is encouraged to check their District email periodically.

- 11.1.9 The LBUSD Governing Board, Cabinet, and Human Resources all desire to recognize a unit member's promotion with a raise in compensation for the anticipated increase in higher-level duties. As such, when a unit member obtains a promotion within the organization, an analysis will be conducted by Human Resources to place a newly promoted unit member at the step of the corresponding salary range that would offer at least a **four (4) percent (4%)** raise from their current assignment, as long as it does not exceed the top step of the salary schedule for that classification. The unit member shall serve a probationary period of six (6) months in the new classification. Should a unit member not successfully pass probation in the new position, the unit member shall be reassigned to the former classification in which the unit member has obtained permanent status, and will receive an evaluation within the first five (5) months.

11.2 Classification/Reclassification Procedures and Compensation

- 11.2.1 The District shall ~~negotiate~~ ~~consult~~ with the Association before it modifies the job specifications and the classification system with a District Reclassification Committee composed of six (6) members, with three (3) appointed by the District and three (3) appointed by the Association, ~~in addition to the Association President who shall serve as a non-voting ad-hoc member.~~ **The District Reclassification Committee will collaborate to review all requests as part of the reclassification process so that any modifications to any job description are mutually agreed upon. All information and proceedings will be kept confidential by the Reclassification Committee members.**

- 11.2.2 Requests for review of classification may be initiated by a unit member who has been in their classification for at least two (2) years, the District, and/or the Association when there appears to be a question as to the appropriate classification for the performance of duties. Such requests

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must be made using the designated reclassification form to the Human Resources office. **Prior to the reclassification committee's initial meeting, the District will share a copy of the individual reclassification request with the Association's Chapter President.**

11.2.4 Salary Placement of Reclassified Positions

When a unit member is recommended for reclassification by the District Reclassification Committee, and the Board has approved the Committee's recommendation, the appropriate placement on the salary schedule shall occur within the next pay period. When a unit member obtains a reclassification that includes a higher range placement, an analysis will be conducted by Human Resources to place a newly reclassified unit member at the step of the corresponding salary range that would offer at least a four (4) percent (4%) raise from their current assignment, as long as it does not exceed the top step of the salary schedule for that classification.

11.2.6 Notification

The Human Resources office will submit a Memorandum of Understanding (MOU) to the ~~Association~~ ~~CSEA~~ Chapter President, who will submit it for review by ~~the Association~~ ~~CSEA~~ for up to five (5) working days. After ~~the Association~~ ~~CSEA~~ review, the MOU will require ratification by the Association, which will be posted on an agenda at least five (5) days in advance of the next ~~c~~Chapter meeting. The Association shall notify the District of approval of the recommendation(s) for reclassification, which will be scheduled for Board approval. If the District and Chapter President, or designee, mutually agree to forward a request to the next year, the requesting unit member will be notified by Human Resources.

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Article 12. PAY AND ALLOWANCES

12.3 Paycheck Frequency

The calendar month is the official pay period of the District. All unit members shall be paid twice per month payable on the tenth (10th) and on the twenty-fifth (25th) of the month. The check issued on the tenth (10th) of the month will reflect deductions for withholding, retirement, social security, and such other approved deductions as may have been requested. The check issued on the twenty-fifth (25th) of the month is an Earned Salary Advance. If the normal pay date falls on a Saturday, Sunday, or holiday, the paycheck shall be issued on the preceding workday.

12.4 Payroll Errors

12.4.1 Any payroll error resulting in insufficient payment for a unit member shall be corrected, and a supplemental check issued, not later than three (3) working days after the unit member provides notice to the Business Department. When overpayments have been discovered, the Business Office will schedule a consult with the unit member to discuss repayment options pursuant to the provisions of Education Code 44042.5. **It is understood by the Association that in the event that a unit member should terminate their employment with the District prior to paying back the entire overpayment, the District has the right to fully withhold all wages earned during the last period of employment. Furthermore, the District may take legal action to recover further repayment to fulfill the total overpayment.**

12.7 Step Increases

12.7.3 When a unit member obtains a promotion within the organization, an analysis will be conducted by Human Resources to place a newly promoted unit member at the step of the corresponding salary range that would offer at least a four (4) percent (4%) raise from their current assignment, as long as it does not exceed the top step of the salary schedule for that classification. At this time, the unit member will begin a new probationary period of six (6) months or one hundred thirty (130) days of service, whichever is greater, from the date of the change, and the date of each successive step increase will coincide with the completion of one (1) year in the new position (see Article 12.7.1 above). Increments in step increases will proceed as stated in Article 12.7.2 above.

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12.8 Salary Schedule Adjustments

12.8.1 The District will increase the **Association CSEA** Salary Schedule by **five (5) percent for the 2024-2025 school year**. ~~six percent (6%) for the 2022-2023 school year and five percent (5%) for the 2023-2024 school year~~. During the term of the agreement, should any recognized Laguna Beach Unified School District bargaining unit reach a signed agreement that results in a higher total compensation than provided to the members of the **Association CSEA** Chapter #131 unit members, the District agrees to adjust the total compensation provided to **Association CSEA** unit members to an equivalent amount.

12.9 Longevity Pay

Longevity recognition will be granted upon completion of years of service in the District as follows based on the unit member's original date of hire:

- 10 years – 6.50% of base salary
- 15 years – additional 2.50% of base salary
- 20 years – additional 2.50% of base salary
- 25 years – additional 2.50% of base salary

Unit members who received four (4) percent ~~(4%)~~ longevity at five (5) years of service prior to July 1, 2016, will continue to receive it.

12.10 Professional Growth ~~Two (2) year Pilot 2022/23 and 2023/24~~

~~The program will be evaluated by the second year based on the following criteria: fiscal impact, usage, and efficacy. If the pilot is not jointly agreed to become permanent in spring 2024, 12.10 will revert back to the 2021-2022 contract language.~~

Option 1: Online Professional Growth Training Modules:

The District will provide eight (8) online training courses covering various topics:

- Each completed course will earn the participant \$50
- Courses take typically two (2) to four (4) hours to complete
- There's a max of eight (8) courses offered per year
- ~~For the 2022-23 school year only, twenty (20) courses will be offered~~

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12.10.2 General Conditions:

- One (1) point equals fifteen (15) hours which equates to \$206.72
~~196.88~~ as of the 2024-25 ~~2023-24~~ school year.

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Article 13. ORGANIZATIONAL SECURITY

- 13.3 The District shall contact **the AssociationCSEA** leadership not less than ten (10) days in advance of a new employee orientation. **The Association CSEA** will provide a membership application and/or link for an electronic application including supplemental CSEA orientation information for the new hires. **The AssociationCSEA** will have access and the opportunity to meet with all new hires during the onboarding process. The District shall refer all employee questions about **the AssociationCSEA** or dues to **the AssociationCSEA** leadership.
- 13.4 The District shall not interfere with the terms of any agreement between **the AssociationCSEA** and the District's employee with regard to that employee's membership in **the AssociationCSEA**.
- 13.5 **The AssociationCSEA** shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.
- 13.6 Dues Deduction:
 - 13.6.1 The employer shall deduct, in accordance with the **AssociationCSEA** dues schedule, dues from the wages of all employees who are members of **the AssociationCSEA**.
 - 13.6.2 Managers, supervisors, and confidential employees shall not instruct employees on the process to leave **the AssociationCSEA**, but instead simply refer any questions to **the AssociationCSEA** leadership and shall obtain **the Association'sCSEA** approval before processing any revocation request. The District will only deduct or cease collecting dues from unit members upon notification from **the AssociationCSEA**.
- 13.7 The District shall take all reasonable steps to safeguard the privacy of **the AssociationCSEA** members' personal information; including but not limited to members' Social Security numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.

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Article 15. HOLIDAYS

15.2 OFFICIAL HOLIDAYS

Floating Holiday	New Year's Eve
Independence Day	New Year's Day
Labor Day	Martin Luther King Jr. Day
Veterans Day	Lincoln's Day Birthday
Day before Thanksgiving	Admission Day
Thanksgiving	Washington's Presidents Day
Day after Thanksgiving	Spring Vacation Day
Christmas Eve	Memorial Day
Christmas Day	Juneteenth
Day after Christmas Day	

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Article 16. VACATIONS

- 16.2 Vacation will be allocated on July 1 of each fiscal year, and will be prorated upon initial employment. All unit members who work less than a twelve (12) month calendar, must utilize vacation days or take unpaid leave on their work days that occur during fall, winter, mid-winter, and spring break unless management and the unit member mutually agree to work deemed necessary. The work requested will be within the scope of their current assignment. The District reserves the right to pay out any unused vacation on June 30 of each fiscal year. The unit members who accrue fewer vacation days than needed to cover the above-mentioned breaks may utilize personal necessity for the uncovered time as long as they have not used one of their accrued vacation days when school is in session (see 8.4.1.4).

- 16.7 If a unit member is terminated and has taken a vacation that was not yet earned at the time of termination, the District shall deduct from the unit member's **final severance** check the full amount of salary that was paid for such unearned days of vacation taken.

- 16.12 Unless permission is obtained, vacations should not be scheduled during the week immediately preceding the opening of the school term, and the week immediately preceding the **completion closing** of the school term.

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Article 17. PROFESSIONAL COURTESY

(Concerns by Unit Members Regarding Supervisors or Other District Employees)

17.2 Assistance by Immediate Supervisor/Impartial Mediator

In the event there is no mutually acceptable solution or if the employee feels the matter is of such a nature that direct discussion would be inadvisable, the employee may refer the problem to the employee's immediate supervisor. The supervisor shall meet with the employee against whom the concern has been raised, become thoroughly familiar with the issue, and shall seek a mutually acceptable solution. If the concern is regarding an action by the immediate supervisor of the employee or a higher-level administrator, the employee may request that an Association representative be present. **A mutually agreed upon impartial mediator may be appointed to facilitate the professional courtesy meeting upon request. A meeting will be scheduled within ten (10) working days upon receiving a request at a date and time convenient for all parties involved in the professional courtesy meeting within a reasonable timeframe to hold the meeting.**

17.3 Assistance by the Superintendent or Designee

In the event resolution of the problem is not achieved at the immediate supervisor level, the employee may request, in writing, a meeting with the Superintendent or designee. **A meeting will be scheduled within ten (10) working days upon receiving a request at a date and time convenient for all parties involved in the professional courtesy meeting within a reasonable timeframe to hold the meeting.** The request should include:

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Article 19. GRIEVANCE RESOLUTION PROCEDURE

19.1 Definitions

19.1.3 A day is any day in which ~~the central administrative offices of the District~~
Offices are open for business.

19.3 Formal Resolution, Level One. Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance, or within twenty (20) days of the time the grievant could reasonably have known of the act or omission, the grievant must file a formal written grievance **with Human Resources**.

19.3.2 The immediate supervisor **or the appropriate administrator** shall communicate the decision to the grievant in writing within ten (10) days after receiving the grievance. If the administrator does not respond within the time limit, the grievant may appeal to the next level.

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Article 21. LAYOFF AND RE-EMPLOYMENT FOLLOWING LAYOFF

21.6 When, as a result of a bona fide reduction or elimination of the service being performed by any department, classified unit members shall be subject to layoff for lack of work and/or funds. Affected unit members and the Association CSEA shall be given preliminary notice of layoff by March 15 stating the reasons the unit member's services will not be required for the ensuing year and informing the unit member of their displacement rights, if any; reemployment rights; and applicable statute(s). The unit member may submit a request for a hearing and Notice of Participation within the timelines and subject to the procedures prescribed in Education Code section 45117.

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Article 22. CONTRACTING OUT

22.2 The Association agrees that the District has the right to make repairs, alterations, or additions to school buildings, repair or build apparatus or equipment, make improvements on the school grounds, and erect new buildings in accordance with **Education Code 45103.1 in its entirety.** existing statutory provisions. ~~(Education Code § 45103.1)~~

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Article 24. HEALTH BENEFITS

24.1 Unit Member and Dependent Insurance Programs

<u>Unit Member Group</u>	<u>District Contribution</u>
Unit members working six (6) hours or more per day, five (5) days per week	Medical, dental, and vision for unit members and dependents
Unit members working at least four (4) hours per day, but less than six (6) hours per day, five days per week	Fifty (50) percent (50%) of the premium for medical, dental, and vision for unit members and dependents

24.2 Benefit Plan Designs effective October of each year ~~1, 2022~~

See **Appendix D** for complete and specific information concerning all medical, dental, and vision care benefits.

24.3 Eligibility

Present unit members may only request to elect to take health/life and dental insurance coverage prior to October 1 of each year to become effective October 1 of that year. New employees desiring to enroll **MUST** join any time during the first thirty (30) days of their employment. Health/life vision and dental insurance coverage for unit members and/or their dependents is not automatic, unit members must fill out the appropriate enrollment forms in order to be covered.

24.4 Health & Welfare Insurance Committee

The parties agree to maintain a District Employee Health & Welfare Insurance Committee, the membership of which shall be composed of at least four representatives from the Association. This Committee shall periodically research and review proposed and existing programs to ensure that quality and cost-effectiveness criteria are maintained. The Committee shall meet periodically with insurance providers to determine that benefits are being accorded as required by the various benefits programs. Each of the four (4) **Association CSEA** representatives to the Committee shall be paid their hourly rate of pay for meetings that extend beyond the unit member's regular work day.

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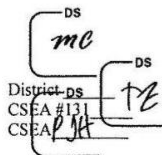
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24.5 Early Retirement Health Benefit Program

24.5.4 It shall be the retiree's responsibility to pay the over-the-cap fee and dependent premium to the Business Office by the tenth of each ~~school~~ month. Default of two (2) consecutive monthly payments shall result in the immediate termination of coverage; the District shall not assume the responsibility of reminding the retiree of the premiums due.

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Article 25. MANAGEMENT RIGHTS AND EMPLOYER POWERS

It is understood and agreed that the employer retains all powers and authority to direct and control District operations to the full extent of the law. Included, but not limited to those duties and powers, are the rights in accordance with applicable laws and eEmployer regulations to direct the work of unit members; to determine the means and services to be provided; establish the educational philosophy, goals, and objectives of the employer, school and/or other activity; to ensure the rights of students, classified employees, teachers, managers and Board of Education members; to determine the number and kinds of personnel required; to determine the job descriptions **in negotiation after consultation with the Association exclusive representative**; to maintain the efficiency of the school District operation; to determine the curriculum; to build, move or modify the facilities; to develop a budget; to develop and implement budget procedures with staff input; to determine the methods of raising revenue. In addition, the eEmployer retains the right to hire, assign, evaluate, terminate, and discipline unit members. Further, the eEmployer reserves the right to do all that is necessary to exercise the foregoing powers, rights, authority, duties, and responsibilities, including but not limited to, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith and shall be limited only by the specific and express terms of this Agreement, in conformance with the laws of the State of California.

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Article 26. CONFORMITY TO LAW-SAVINGS PROVISION

26.2 Federal, state, and local law within the scope of representation is cause for reopening negotiations on only the article(s) affected. Should a provision or application be deemed invalid under the law by a court of competent jurisdiction, the parties shall meet no later than thirty (30) days after such court decision to re-negotiate the specific provision rendered invalid.

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Article 27. PROHIBITION OF STRIKES AND LOCKOUTS

27.1 Apart from and in addition to existing legal restrictions upon work stoppages, the Association hereby agrees that neither it nor its members, agents, or representatives, or the employees, of persons acting in concert with any of them, shall incite, encourage, or participate in any strike, walkout, slowdown, sympathy strike, or other work stoppages of any nature whatsoever during the life of this Agreement, for disputes concerning matters not mentioned in this Agreement, disputes contending that the District has committed unfair employment practices, under **the Educational Employment Relations Act (EERA)**, disputes with other labor organizations, persons or employers, or jurisdictional disputes. In the event of any strike, walkout, slowdown, sympathy strike work stoppage, or threat thereof, the Association and its officers will do everything reasonable within their power to end or avert the same. The District will not lock out the employees covered by the Agreement during the life of this Agreement.

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Article 28. SUPPORT OF AGREEMENT

28.2 The parties agree that in the event of the scribe's error(s) of omission or commission in the preparation of the current collective bargaining agreement (2024-2027 ~~2021-2024~~), the language of the Tentative Agreement(s) shall prevail in the event of a conflict(s).

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Article 29. TERM

- 29.1 The duration of the agreement shall be three (3) years from July 1, 2024~~1~~, through June 30, 2027~~4~~, with re-openers of up to two articles for each party in year two (2) and year three (3) of the Agreement. ~~In spring of 2022, both parties agreed to a two (2) year salary, health and welfare plan as follows:~~
- ~~• Six percent (6%) for 2022-23 with District insurance caps staying the same.~~
 - ~~• Five percent (5%) for 2023-24 with District insurance caps staying the same.~~

If the District receives an increase of two (2) percent (~~2%~~) or more than assumed in the adopted budget* as indicated on the "Total Taxes" percentage change column identified in the P-1 property tax assessment from the Orange County ~~Department~~Office of Education in November each year, then both parties agree to meet and negotiate Articles 12 and 24 (Salary and Benefits). The Business Office will provide ~~Association~~CSEA Chapter #131 President a copy of the P-1 property tax assessment from the Orange County Department of Education when it is received each year.

~~*2022-23 budget assumes seven percent (7%) growth in total taxes~~

~~*2024~~3~~-25~~4~~ budget assumes five (5) percent (5%) growth in total taxes~~

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Appendix A – Classification Chart

<https://www.lbusd.org/departments/human-resources/job-description>

Laguna Beach Unified School District CLASSIFICATION CHART

District Clerical Series	Salary Range	Technology Series	Salary Range
Accounting Specialist	39	Systems Administrator	47
Admin Assistant, Special Education	39	Technology Project Coordinator	45
Payroll Specialist	39	Database Support Specialist	41
Facilities Assistant	35	Technology Systems Specialist	40
Human Resources Assistant	35		
District Office Assistant IV	35	Special Categories Series	Salary Range
District Office Assistant III	30	Athletic Trainer	38
District Office Assistant II	25	V-Coord. Stu Activities & Community Service	35
		V-Accompanist	33
School Clerical Series	Salary Range	College and Career Specialist	33
Admin. Assistant to the Principal	35	Communications Media Specialist	33
Admin. Assistant, High School Support	33	V-Early Learning Program Specialist	33
High School Registrar	32	Scholarship & Financial Aid Specialist	33
Attendance/Student Records Specialist	31	Work Based Learning Technician	33
HS Athletics Office Assistant	31	Community Liaison	32
Attendance & Reception Specialist, Elementary	31	Transition Services Coordinator	32
High School Reception & Counseling Office Asst.	30	Activities Account Specialist	30
Secondary Attendance Specialist	30	Workability I/TPP Employment Specialist	28
Middle School Enrollment & Office Asst.	29	Health Clerk	27
Site Office Assistant I	20	V-Learning Link Lead	22
School Support Series	Salary Range	Library Series	Salary Range
Preschool Teacher	38	High School Media Specialist	31
Intervention Paraeducator	30	Middle School Media Specialist	31
Music Paraeducator	30	Elementary Media Specialist	31
Extended Day Program Paraeducator	30	Library Media Assistant	27
V-Technology Paraeducator	30		
Instructional Asst., Intervention	26	Nutrition Series	Salary Range
Lead Instructional Asst., PE	26	Central Kitchen Manager	30
Instructional Asst., Special Education	26	Nutrition Services Utility/Delivery Driver	29
Campus Supervisor	24	Nutrition Services Lead, Secondary	24
Instructional Asst., Bilingual Support	22	Nutrition Services Lead, Elementary	24
Instructional Asst., PE	22	Nutrition Services Assistant	20
Instructional Asst., Preschool	22		
Instructional Asst., Classroom	20	Maintenance Series	Salary Range
		Journeyman - Plumber	41
		Maintenance Worker II	36
Y-Rated Positions	Salary Range	Operations Series	Salary Range
High School Media Specialist effective 3/2016	36	Athletic Facilities Custodian	30
Site Office Asst. I (formerly Office Clerk Typist 1) effective 7/2017	25	Custodian III	30
Assistant to Facilities effective 7/2021	39	Custodian II	29
HS Reception & Counseling Office Asst. eff. 7/21	31		

*V denotes a currently vacant position

Longevity will be granted as follows without regard to the number of hours worked:

- completion of 10 years - 6.5% of base salary
- completion of 15 years - additional 2.5% of base salary
- completion of 20 years - additional 2.5% of base salary
- completion of 25 years - additional 2.5% of base salary

Board approved: TBD
Effective date: July 1, 2024

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Appendix B – Classified Salary Schedule

Add new in August

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Appendix C – Evaluation Instrument



LAGUNA BEACH
UNIFIED SCHOOL DISTRICT

Classified Probationary Employee Evaluation

Name: _____ Position: _____
Date: _____ School/Department: _____

Meets Standards	Does Not Meet Standards	General Expectations
<input type="checkbox"/>	<input type="checkbox"/>	Dependable in assuming and fulfilling assignments
<input type="checkbox"/>	<input type="checkbox"/>	Sound judgement ability
<input type="checkbox"/>	<input type="checkbox"/>	Courteous, respectful attitude toward job, and all stakeholders
<input type="checkbox"/>	<input type="checkbox"/>	Effort applied to job/ Effective use of work time
<input type="checkbox"/>	<input type="checkbox"/>	Adaptability to new situations/assignments
<input type="checkbox"/>	<input type="checkbox"/>	Efficient/acceptable performance of duties
<input type="checkbox"/>	<input type="checkbox"/>	Attendance and/or observance of work hours
<input type="checkbox"/>	<input type="checkbox"/>	Accepts responsibility, plans, and organizes
<input type="checkbox"/>	<input type="checkbox"/>	Compliance with District regulations
<input type="checkbox"/>	<input type="checkbox"/>	Accepts direction
<input type="checkbox"/>	<input type="checkbox"/>	Observance of safety practices
<input type="checkbox"/>	<input type="checkbox"/>	Ability to meet deadlines
<input type="checkbox"/>	<input type="checkbox"/>	Maintenance of orderly work area
<input type="checkbox"/>	<input type="checkbox"/>	Ability to work under stress
<input type="checkbox"/>	<input type="checkbox"/>	Care and diligence in performance of duties
<input type="checkbox"/>	<input type="checkbox"/>	Personal appearance which establishes a professional example to students
<input type="checkbox"/>	<input type="checkbox"/>	Proactively contributes to team environment

Performance Evaluation:
Areas of Effective Performance (related to job description):

Areas of Effective Performance (related to general expectations):

Areas for growth/skill development:

- | | |
|--|---|
| <p>Probationary Employee:</p> <p><input type="checkbox"/> 2 Month</p> <p><input type="checkbox"/> 5 Month</p> | <p>Evaluator's Recommendation:</p> <p><input type="checkbox"/> Continue with probationary employment for 5 month evaluation</p> <p><input type="checkbox"/> Recommend release</p> <p><input type="checkbox"/> Recommend for Permanency</p> <p><input type="checkbox"/> Recommend release</p> |
|--|---|

Employee's Signature: _____ Date: _____

Signature by the employer indicates that this evaluation has been read and discussed with the evaluator, but does not necessarily indicate agreement with all factors of the evaluation.

Evaluator's Signature: _____ Date: _____

Distribution: Original to employee; copy to Human Resources; copy to Evaluator

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Scheduled (Biennial)	<input type="checkbox"/>
Unscheduled	<input type="checkbox"/>

**LAGUNA BEACH UNIFIED SCHOOL DISTRICT
PERMANENT CLASSIFIED EVALUATION**



Employee Name (Please Print)	Due Date
-------------------------------------	-----------------

Job Title	School Site	Evaluation Period (Current School Year):
------------------	--------------------	---

Beginning of Evaluation Year Check-In Process :

1. Supervisor to conduct a brief check-in meeting with the employee being evaluated within three months of Check-In Meeting date: _____
 Topic #1: Supervisor asks employee about professional goals and aspirations
 Topic #2: Supervisor provides details about how they can guide/assist the employee to reach these goals

An employee's work performance will be measured in the below categories, based on the following ratings: Exceeds Expectations, Meets Expectations, Needs Improvement, or Unsatisfactory. Comments are required for every section rated. Any "Needs to Improve" or "Unsatisfactory" ratings must include recommendations for

This evaluation will be placed in the employee's primary personnel file. The employee has the right to respond on a separate sheet to be attached to this evaluation within ten (10) days.

ATTENDANCE/PUNCTUALITY

	Meets	Needs to Improve	Unsatisfactory
	Work not adversely affected by absences. Observes work hours and follows procedures to report.	Absences and/or tardies may adversely affect work. Employee may not consistently follow procedures to report their absence.	Consistent pattern of absence or tardiness does affect work. Employee does not follow procedures to report their absence.

Comments:

JOB KNOWLEDGE

Exceeds	Meets	Needs to Improve	Unsatisfactory
All responsibilities of job completely understood; knowledge goes beyond what is required.	Major responsibilities of job understood.	Most common responsibilities of the job understood; knowledge of some job requirements incomplete.	Inadequate knowledge of key requirements of job.

Comments: (Identify job description duties on which ratings are based)

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PLANNING/ORGANIZING WORK			
Exceeds	Meets	Needs to Improve	Unsatisfactory
Consistently prioritizes and completes all required tasks ahead of timelines.	Generally completes appropriate amount of tasks based on job knowledge. Performs job tasks in a timely manner using allotted time and resources efficiently and	Inconsistently completes required tasks in a timely manner or does not use resources efficiently and effectively. May need assistance with prioritizing and	Does not use resources efficiently and effectively within timelines, resulting in important tasks not being completed
Comments:			

DEPENDABILITY ON THE JOB			
Exceeds	Meets	Needs to Improve	Unsatisfactory
Consistently follows through on tasks from start to finish without reminders. Proactively contributes to a team environment.	Generally uses good decision making skills and follows through on tasks from start to finish. Little supervision is required to complete assigned	Inconsistently follows through on tasks and does not consistently use effective decision making skills. Supervision may be required to	Does not follow through on tasks and does not use effective decision making skills. Supervision is required to complete
Comments:			

HUMAN RELATIONS			
Exceeds	Meets	Needs to Improve	Unsatisfactory
Consistently communicates well and works effectively with: Supervisors, co-workers, public/other district staff, and students.	Generally communicates well and works effectively with: Supervisors, co-workers, public/other district staff, and students.	Inconsistently communicates well and, at times, works ineffectively with: Supervisors, co-workers, public/other district staff, and students.	Does not communicate well and work effectively with: Supervisors, co-workers, public/other district staff, and students.
Comments:			

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Appendix D – Health & Welfare Documents

2024-25 documents will be added when contracts goes to print

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Appendix E – Calendar Definitions

(See 20243-20254 work calendars below or access through the canvas link:

<https://www.lbusd.org/resources/canvas>)

All unit members working four (4) or more hours per day will be paid the monthly rate as shown on the salary schedule. Unit members working less than four (4) hours per day will be paid at the hourly rate as shown on the salary schedule.

12 Month:

Unit members work twelve (12) months of the year July 1 through June 30.

Unit members work 242/3 days and receive 19 paid holidays = 259-262 paid days/year

11 Month:

Unit members work eleven (11) months of the year late July/early August through late June.

Unit members work 222 days and receive 18 paid holidays = 240 paid days/year

10.75 Month:

Unit members work ten and three-quarters (10.75) months of the school year from late July/early August through mid to late June, excluding program closed days.

Unit members work 217 days and receive 18 paid holidays = 235 paid days/year

10.5 Month:

Unit members work ten and one-half (10.5) months of the school year early August through mid to late June, excluding program closed days.

Unit members work 212 days and receive 18 paid holidays = 230 paid days/year

10 Month:

Unit members work ten (10) months of the school year from mid-August through mid to late June, excluding program closed days.

Unit members work 200 days and receive 17 paid holidays = 217 paid days/year

10 Month Academic:

Unit members work ten (10) months of the school year from the week before school starts through mid to late June, excluding program closed days.

Unit members work 192 days and receive 17 paid holidays = 209 paid days/year

The number of holidays may vary depending on the structure of a unit member's work calendar (see Article 15.5).

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2024-2025 Classified Employee 10 Month Academic																															
July 2024															January 2025																
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	
15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
29	30	31																													
August 2024															February 2025																
5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	
12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	
19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	
FH	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		
26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24		
6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4		
September 2024															March 2025																
H	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9		
9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	
16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14		
16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14		
21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19		
26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24		
31																															
October 2024															April 2025																
32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61		
7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5		
36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65		
14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12		
41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70		
21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19		
28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26		
51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79			
November 2024															May 2025																
55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84		
4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2		
56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85		
11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9		
18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16		
66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95		
25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23		
V/U	PC	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H		
December 2024															June 2025																

2024-2025 Classified Employee 10 Month																														
July 2024					0	January 2025					22																			
1	2	3	4	5			H	1	PC	2	V/U	3																		
8	9	10	11	12	104	105	106	107	108	109	110	111	112	113																
15	16	17	18	19	119	120	121	122	123																					
22	23	24	25	26																										
29	30	31																												
August 2024					14	February 2025					20																			
				1	2	3	4	5	6	7																				
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19	6	7	8	9																										
26	11	12	13	14																										
September 2024					21	March 2025					21																			
H	2	3	4	5	6	144	145	146	147	148																				
9	16	17	18	19	149	150	151	152	153																					
20	21	22	23	24	154	155	156	157	158																					
25	26	27	28	29	159	160	161	162	163																					
30	31	32	33	34	164																									
35																														
October 2024					23	April 2025					21																			
	36	37	38	39	4		165	166	167	168	4																			
7	40	41	42	43	44	H	7	PC	8	V/U	9	V/U	10	V/U	11															
14	45	46	47	48	49	173	174	175	176	177																				
21	50	51	52	53	54	178	179	180	181	182																				
28	55	56	57	58	183	184	185																							
November 2024					21	May 2025					22																			
				59	1				186	1	187	2																		
4	60	61	62	63	64	188	189	190	191	192																				
11	H	66	67	68	69	193	194	195	196	197																				
18	70	71	72	73	74	198	199	200	201	202																				
25	V/U	V/U	H	H	H	204	205	206																						
December 2024					22	June 2025					10																			
80	81	82	83	84	6	208	209	210	211	212	6																			
9	85	86	87	88	89	213	214	215	216	217	13																			
16	90	91	92	93	94	16	17	18	19	20																				
23	V/U	H	H	H	V/U	23	24	25	26	27																				
30	V/U	H			30																									
					101	Total days					116																			
											217																			

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Work day totals for a 10 month employee for 2024-25 must equal 217 days including 16 fixed holidays and one floating holiday
 *The floating holiday can be used in lieu of any regular work day from August 21 to June 13. It's noted here for informational purposes

Student start and end date	PC	Program closed day (unpaid non-work day)
H	V/U	Vacation or unpaid day
#		Denotes number of counted days in the month
		K-12 Non Student Day

2024-2025 Classified Employee 10.5 Month												
July 2024										0		
1	2	3	4	5								
8	9	10	11	12								
15	16	17	18	19								
22	23	24	25	26								
29	30	31										
August 2024										20		
				1	2							
FH*	2	3	4	5	6	7	8	9				
12	13	14	15	16	17	18	19	20	21	22	23	24
26	27	28	29	30	31							
3	4	5	6	7	8	9	10	11	12	13	14	15
16	17	18	19	20								
23	24	25	26	27	28	29	30	31				
36	37	38	39	40								
41												
September 2024										21		
H	22	23	24	25	26	27	28	29	30	31		
3	4	5	6	7	8	9	10	11	12	13	14	15
16	17	18	19	20	21	22	23	24	25	26	27	28
30	31											
36	37	38	39	40								
41												
October 2024										23		
	42	43	44	45	46	47	48	49	50	51	52	53
56	57	58	59	60	61	62	63	64				
66	67	68	69	70	71	72	73	74	75	76	77	78
81	82	83	84	85	86	87	88	89	90	91	92	93
96	97	98	99	100								
103	104	105	106	107								
110	111	112	113	114	115	116	117	118	119	120	121	122
126	127	128	129	130	131							
November 2024										21		
66	67	68	69	70	71	72	73	74	75	76	77	78
81	82	83	84	85	86	87	88	89	90	91	92	93
96	97	98	99	100								
103	104	105	106	107								
110	111	112	113	114	115	116	117	118	119	120	121	122
126	127	128	129	130	131							
December 2024										22		
86	87	88	89	90	91	92	93	94	95	96	97	98
103	104	105	106	107								
110	111	112	113	114	115	116	117	118	119	120	121	122
126	127	128	129	130	131							
January 2025										22		
110	111	112	113	114	115	116	117	118	119	120	121	122
126	127	128	129	130	131							
February 2025										20		
130	131	132	133	134	135	136	137	138	139	140	141	142
145	146	147	148	149								
March 2025										21		
150	151	152	153	154	155	156	157	158	159	160	161	162
165	166	167	168	169								
April 2025										21		
	171	172	173	174	175	176	177	178	179	180	181	182
184	185	186	187	188	189	190	191					
May 2025										22		
194	195	196	197	198	199	200	201	202	203	204	205	206
211	212	213										
June 2025										17		
214	215	216	217	218	219	220	221	222	223	224	225	226
229	230											
Total days										107		
Total days										123		
Total days										230		

Work day totals for a 10.5 month employee for 2024-25 must equal 230 days including 17 fixed holidays and one floating holiday
 *The floating holiday can be used in lieu of any regular work day from August 21 to June 13. It's noted here for informational purpose

PC	Program closed day (unpaid non-work day)
V/U	Vacation or unpaid day
#	Denotes number of counted days in the month

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 District
 CSEA #31
 CSP/PA

DS
mc
District ns
CSEA #131
CSEA #14
TE

2024-2025 Classified Employee 10.75 Month													
July 2024						0	January 2025						22
1	2	3	4	5				H	1	PC	2	V/U	3
8	9	10	11	12		112	113	114	115	116			
15	16	17	18	19		117	118	119	120	121			
22	23	24	25	26		H	123	124	125	126			
29	30	31				127	128	129	130	131			
August 2024						22	February 2025						20
					FH*	1	2	132	133	134	135	136	7
3	5	6	7	8	9	10	11	12	13	14			
12	13	14	15	16		137	138	139	140	141			
19	20	21	22	23		H	H	H	V/U	V/U			
13	14	15	16	17		147	148	149	150	151			
18	19	20	21	22									
September 2024						21	March 2025						21
H	2	3	4	5	6	152	153	154	155	156			
9	10	11	12	13		10	11	12	13	14			
16	17	18	19	20		157	158	159	160	161			
23	24	25	26	27		162	163	164	165	166			
30						167	168	169	170	171			
43						172							
October 2024						23	April 2025						21
	1	2	3	4			1	2	3	4			
7	44	45	46	47	11	H	173	174	175	176			
14	48	49	50	51	18	14	PC	V/U	V/U	V/U			
21	53	54	55	56	25	181	182	183	184	185			
28	58	59	60	61	31	186	187	188	189	190			
63	64	65	66			191	192	193					
November 2024						21	May 2025						22
					1				1	2			
4	68	69	70	71	8	5		6	7	194	195		
11	H	74	75	76	15	12	196	197	198	199	200		
18	78	79	80	81	22	201	202	203	204	205			
25	V/U	V/U	H	H	29	19	206	207	208	209	210		
						26	H	212	213	214	215		
December 2024						22	June 2025						20
2	88	89	90	91	6	2	216	217	218	219	220		
9	93	94	95	96	13	9	221	222	223	224	225		
16	98	99	100	101	20	16	226	227	228	H	230		
23	V/U	H	H	H	27	23	231	232	233	234	235		
30	V/U	H				30							
						109							126
							Total days						235
Work day totals for a 10.75 month employee for 2024-25 must equal 235 days including 17 fixed holidays and one floating holiday													
*The floating holiday can be used in lieu of any regular work day from August 21 to June 13. It's noted here for informational purposes													
Student start and end date						PC	Program closed day (unpaid non-work day)						
H						V/U	Vacation or unpaid day						

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Agreed this 1st day of July, 2024

DocuSigned by:
Thasa Zuziak
3CA00AB24DC1HEA...
Thasa Zuziak
Chapter President
California School Employees Association
and its Laguna Beach Chapter 131

DocuSigned by:
Mike Conlon
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Mike Conlon
Assistant Superintendent, Human Resources
Laguna Beach Unified School District

DocuSigned by:
Porter James Hughes
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Porter James Hughes
Labor Relations Representative
California School Employees Association