

Agreement between the
SANTA BARBARA UNIFIED SCHOOL DISTRICT
and the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
2024-2027



Santa Barbara Unified
Every child, every chance, every day.



**California School
Employees Association**

SANTA BARBARA UNIFIED SCHOOL DISTRICT

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Article 1 - Preamble

- 1.1 Parties: This Agreement is made and entered into by and between the Santa Barbara Unified School District hereinafter referred to as "District" and the California School Employees Association and its Santa Barbara Chapter #37, an employee organization hereinafter referred to as "CSEA".
- 1.2 Purpose: This purpose of this agreement is to comply with the parties' obligation under the California "Rodda Act" (Government Code Sections 3540 et. seq.) by incorporating herein the complete agreement reached through negotiations.
- 1.3 Shared Commitment: The District and CSEA share a commitment to academic achievement and both parties resolve to continue to work collaboratively for improved academic achievement for all students.

Article 2 - Recognition

- 2.1 Exclusive Representative: The District recognizes CSEA as the exclusive representative for classified employees holding those positions described in Exhibit A, Bargaining Unit Classifications and Salary Ranges, attached hereto and incorporated by reference as part of this Agreement.
- 2.2 All new regular classified positions that are not certificated, management, confidential or supervisory shall be assigned to the unit. The District has authority to designate positions as management, confidential or supervisory. The District shall notify CSEA of the assignment or designation of a position. If requested by CSEA in writing within fifteen (15) days of such notification, the District shall meet with CSEA to discuss and negotiate such assignment or designation.
- 2.3 The Bargaining Unit may be modified by mutual agreement of the District and CSEA subject to the procedure provided. The parties shall consult and negotiate concerning unit inclusion or exclusion of newly created positions.
- 2.4 All disputed cases in Article 2 shall be submitted to the Public Employment Relations Board (PERB) for review.

Article 3 - District Rights

- 3.1 Except as agreed in this Agreement, it is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law.

Article 4 - CSEA Rights

- 4.1 All CSEA business activities will be conducted by employees and officials outside the established work hours, or as may be expressly and specifically authorized by the Superintendent or designee in their unlimited discretion, except as expressly provided for in this Agreement.
- 4.2 If needed, the Chapter President of CSEA may take up to 40% (.4 full time equivalency- FTE) of District-paid release time. The release time shall be used to conduct District-related and/or CSEA business, including but not limited to: negotiations, reclassification committee meetings, labor management meetings, new employee orientation meetings, representing unit members during disciplinary or investigative interviews, representing members during reasonable accommodations or interactive process proceedings, and representing members during any formal appeal process. If needed, the District will provide a substitute employee for the Chapter President.
- 4.3 As provided by law, the District will accommodate requests for "Association leave" for unelected members of the bargaining unit, provided a minimum of forty-eight (48) hours prior notice is given, and that the "Association leave" applies at any one time only to a reasonable number of employees.
- 4.4 Two (2) elected chapter members shall be authorized five (5) days of District-paid release time to attend the annual CSEA conference as delegates. One additional elected member (for each additional 100 members in the bargaining unit) shall be authorized five (5) days of Chapter-paid release time to attend the annual CSEA Conference as delegates. Conference delegates shall not be from the same department or site.
- 4.5 Annually by January 31, CSEA shall inform the District of its appointed site representatives. The District shall provide no more than three (3) hours of paid release time for site representatives to receive training on their rights and obligations. The date and time of the training shall be mutually agreed upon by the parties.

- 4.6 The District agrees to grant CSEA access to unit members at their work location during the member's meal or rest break or after normal working hours. Any CSEA representative shall, prior to contacting a unit member, make their presence known to the school principal or administrator-in-charge of the site they are visiting.
- 4.7 Use of District Facilities:
- 4.7.1 CSEA business and activities will be conducted in places other than District property except when a) an authorized CSEA representative obtains advance permission from the Superintendent or designee regarding the specific time, place and type of business and activity to be conducted, and b) the Superintendent or designee can verify that such requested business and activities and use of facilities will not interfere with the school programs and/or duties of unit members and will not directly or indirectly interfere with the right of unit members to refrain from listening or speaking with a CSEA representative.
- 4.7.2 Up to a total of eight (8) hours-per-month of District-paid release time will be allowed for up to two (2) executive board officers or their designee, subject to the approval of the members' supervisor. A monthly log of the hours requested shall be provided to the Coordinator, Classified Personnel.
- 4.7.3 The CSEA Chapter President or designee shall be allowed to participate in some reasonable portion of new employee orientations in order to present the particulars of CSEA representation and membership. This presentation shall in no way be interpreted or characterized as District endorsement of membership.
- 4.7.4 Release time purchased from the District pursuant to Education Code section 45210 shall include the same cost to the District of the released unit member's fringe benefits in addition to the unit member's current wages for the time released. Release time for participation in orientations by a CSEA chapter representative shall be processed in accordance with provisions of Article 4, section 4.7.2 above. In all cases, it is the intent of this section to allow unit members without a loss of compensation or benefits to serve the public employee organization.
- 4.8 CSEA may make use of District designated bulletin boards, mailboxes, email service, and mail service subject to the following conditions:

- 4.8.1 All postings on District designated bulletin boards, or items for the District mail service, or sent via District email, must contain date of posting or distribution and identification of CSEA together with signed authorization of a CSEA officer or Field Representative.
- 4.8.2 A copy of such posting or distribution must be delivered to the Superintendent or their designee at the same time as posting or distribution.
- 4.8.3 No posting shall remain longer than necessary.
- 4.8.4 CSEA will not post or disseminate information which is defamatory of the District, its personnel or any person or group, or which may tend to induce disruption of normal District operations; such material will be subject to immediate removal by the District.
- 4.8.5 Use of physical facilities hereunder shall, within the limits of past practice, be without charge.
- 4.8.6 Every site shall have a designated bulletin board for CSEA use.
- 4.9 Seniority List: The District shall provide CSEA a hire date seniority roster of unit members within ninety (90) days of the effective date of this Agreement and thereafter annually by July 1. The seniority list shall include the unit member's name, current site/location, designated title, number of hours assigned per day, number of days assigned per week, number of months per year, and date the unit member first entered into classified service with the District; followed by the number of hours worked per day, number of days worked per year, and hire date in each subsequent classification worked.
- 4.10 Board of Education Agendas and District Documents: The District shall provide CSEA, free of charge, access to digital copies of Board of Education agendas and such public and non-confidential documents submitted to Board members in connection thereof that pertain to matters within the scope of bargaining. In addition, the District will provide CSEA, when submitted for public consideration by the Board of Education, paper or digital copies of first interim, second interim, unaudited actuals, and adopted budgets. Upon request the District shall provide to CSEA copies of any salary schedules, payroll information, contracts and agreements entered into by the District.
- 4.11 Any management decisions not expressly covered by this Collective Bargaining Agreement that may change the terms and/or working conditions, shall require proper and timely notification to CSEA so that CSEA can determine whether

negotiations should commence concerning the subject. Proper and timely notice shall be given directly to the Chapter President.

4.12 Employee Information

4.12.1 The District shall provide CSEA with contact information on newly hired employees. The information will be provided to CSEA through the designated secure FTP site within thirty (30) days of hire. "Newly hired employee" or "new hire" means any bargaining unit employee, whether permanent, full time, part time, hired by the District. It also includes all employees who are or have been previously employed by the District, including but not limited to limited term, short term, or substitute employees and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA unit. This information shall be provided to CSEA via the designated secure FTP site. In the event no one is hired in any particular month, the District will advise CSEA that there have been no new employees hired via the designated secure FTP site.

4.12.2 The contact information shall include the following items: First Name, Middle initial, Last name, Suffix (e.g. Jr., III), job title, Classification, primary worksite name, facility/department, work telephone number, work extension, home street address (including apartment #), City, State, ZIP Code (5 or 9 digits), home telephone number (10 digits), personal cellular telephone number (10 digits), personal email address, work email address, employee ID, and hire date.

4.12.3 Periodic update of contact information: The District shall provide CSEA with the information listed above for all bargaining unit members on or before the last working day of October, February, and June. The information will be provided to CSEA via the designated secure FTP site.

4.13 Structure, Time, and Manner of New Employee Orientations.

4.13.1 The District shall work collaboratively with CSEA and its Santa Barbara Chapter #37 to schedule a new employee orientation no less than once a month. The orientation session shall be held on District property and attendees shall be allowed paid release time. Up to one (1) hour of release time shall be granted to the association, along with the CSEA Labor Relations Representative, to present CSEA membership information and a

membership application at the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement.

4.13.3 If the employee is unable to attend the scheduled orientation or no orientation is held within a calendar month, the Association shall be able to schedule one half (1/2) hour to present the newly hired bargaining unit employee(s) CSEA membership information, including a membership application.

Article 5 - Organizational Security

5.1 Membership and Dues Deduction:

5.1 .1 District shall place CSEA-supplied membership packets in with all other new employee paperwork provided by the District to new hires (but not make any statement suggesting new hires must join). District shall provide a jointly-agreed letter to new hires and anyone asking about Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al., 585 US_ (2018), expressing District's desire to work cooperatively with CSEA due to its professionalism and strong support for increased school funding. District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause. This agreement shall satisfy District's duty to bargain effects of Janus decision.

5.1 .2 The District shall not interfere with the terms of any agreement between CSEA and the District's employee about that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not need keep track of this period which shall be tracked by CSEA within its membership database.

5.1.3 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

5.2 Dues Deduction:

5.2.1 The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.

5.2.2 The District's managers, supervisors and confidential employees shall be neither positive nor negative regarding employees' decisions to belong to an employee organization or participate in its activities. Managers, supervisors and confidential

employees shall not instruct employees on the process to leave CSEA, but instead simply refer any questions to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.

5.2.3 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.

5.2.4 There shall be no charge by the employer to CSEA for regular membership dues deductions.

5.3 Membership Information:

5.3.1 . The District shall take all reasonable steps to safeguard the privacy of CSEA 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.

5.3.2. The District shall reject all Public Records Act requests from outsiders for work email addresses for bargaining unit members unless there is a court decision directing public agencies to release this information.

5.3.3 The District shall use its best efforts to filter out outsiders' emails to work email addresses soliciting against union membership. District shall only post on the public portion of its website work email addresses for employees whom the public needs to contact.

5.4 Hold Harmless Provision:

5.4.1 CSEA shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.

5.4.2 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

Article 6 - Contracting Out

- 6.1 Work Preservation: There shall be no subcontracting or transferring out of the bargaining unit work except as provided under Education Code section 45103.1.
- 6.2 Work Transfer: During the term of this Agreement, the District agrees that it will not transfer bargaining unit work that has been customarily and routinely performed or is performable by unit members covered by this Agreement, unless specifically permitted by law.
- 6.3 Notification: This section shall not be interpreted as prohibiting the District from contracting out work under this section if such work cannot be performed by unit members because of current departmental work demands where the relevant job classification(s) are fully staffed, or because of the compelling health and safety nature of the situation. The District shall notify the CSEA Chapter President in writing of any decision to contract out such work as soon as administratively possible but in no case later than three (3) work days following any performance of such work on a case-by-case basis.
- 6.4 Effects Bargaining: No contract for services which might affect members of the bargaining unit in the way of wages, hours, or other terms and conditions of employment, shall be let until the CSEA Chapter President has been given written notice of the District's proposed action no less than fifteen (15) work days in advance. After the notice has been given, CSEA shall, as soon as possible but in no case more than seven (7) work days thereafter, present any demands to bargain over a decision to contract out and/or the effects thereof.
- 6.5 Grievance: In the event CSEA deems a violation of this article has taken place, any grievance filed shall be accorded priority status for filing at Level II of the grievance procedure. If the issue goes to binding arbitration, the District and CSEA will ask for expedited arbitration.

Article 7 - Use of Volunteers

- 7.1 The work of parents, students, local experts, and other volunteers make an important and appreciated contribution to the school community. At the same time, the District and CSEA recognize that precautions must be taken to guarantee that our facilities and programs are not compromised.
- 7.2 The District will use volunteers to the extent allowed by Education Code sections 35021, 45349 and 51101.

- 7.3 Any volunteer work performed by classified unit members shall be in accordance with federal and state laws.

Article 8 - Hours

- 8.1 Workweek: The regular workweek of a unit member shall be forty (40) hours Monday through Friday and subject to Education Code section 45127(a).

- 8.2 Workday: The work day shall be eight (8) hours and subject to Education Code section 45127(a). Each unit member shall be assigned a fixed, regular and ascertainable number of hours.

8.2.1 On any school day during which students would otherwise have been in attendance but are not and for which certificated personnel receive regular pay, unit members shall also receive regular pay and shall either be in attendance or be on approved leave. Such days which occur after the unit member's first day of work for the school year and before the unit member's last day of work for the school year, shall appear on the unit member's official work year calendar as scheduled working days. An in-service day for the site at which the unit member is working may not be calendared on the unit member's official work year calendar as a non-work, non-paid day.

- 8.3 Flexible Work Week: The District may have an operational need to establish a flexible work week for current unit members. A flexible workweek is defined as any five (5) work days in a regular calendar week (Sunday through Saturday). The assigned schedule of a flexible workweek shall be fixed and consistent throughout the assignment except as noted below for holidays. A flexible workweek shall be initiated by the District and commenced upon by mutual agreement of the unit member and their immediate management supervisor. A flexible workweek shall not be imposed on an existing employee against his or her will. The District may establish a flexible work week for vacant positions prior to the time of hire. Unit members who either work Saturday and/or Sunday in a flexible workweek shall receive shift differential premium pay in the amount of one hundred (\$100) per month for each month of the flexible workweek.

8.3.1 The flexible work week can revert to a regular Monday through Friday workweek upon the request of the immediate management supervisor or the unit member via a ten (10) working day written notice from either party.

8.3.2 In no event shall a unit member on a flexible workweek assignment lose any

paid holiday to which they are entitled.

8.3.3 Unit members on a flexible workweek assignment shall have an accessible (within the District boundaries) immediate supervisor or management designee available in the event of an emergency for all days of their workweek.

8.3.4 CSEA shall receive notice of all unit members on a flexible workweek schedule at the beginning of each school semester.

8.4 Assignment. For each classified assignment the District shall designate the hours of the workday at the time of hire the starting and ending times for all unit members shall not be changed from the unit member's original starting or ending times unless by mutual agreement between the unit member and his or her immediate management supervisor. In the event there is a bona fide need for a change of hours, but mutual agreement between the unit member and immediate management supervisor cannot be reached, the District and CSEA shall meet to negotiate a resolution.

8.5 Part-Time Hours: The workweek for any part-time unit member regularly scheduled to a workday of four (4) hours or more during the workweek shall consist of no more than five (5) consecutive working days.

8.5.1 Part time unit members shall receive fringe benefits (sick leave, vacation accrual, and holiday pay), properly prorated based upon the total number of daily regularly assigned hours per Education Code section 45136.

8.5.2 Education Code Section 45137 states that when an employee works a minimum of 30 minutes per day in excess of their part-time assignment for 20 consecutive days or more, the basic assignment must be changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis. Fringe benefits are defined as sick leave, vacation accrual, and holiday pay.

8.6 Playground Supervisor Assignments: The following shall apply to unit members who work in additional Playground Supervision assignments:

Part-time unit members will be provided the opportunity to work in extra Playground Supervisor assignments at Range 16 of the classified salary schedule, at whatever salary step they have obtained at the time of accepting a Playground Supervision assignment and must meet minimum wage requirements. Playground Supervisor initial assignments of permanent or probationary bargaining unit members shall be made by the site administrator at the school where the assignment is located. The

Site Administrator shall notify Human Resources of the assignment. In no instance shall the Playground Supervisor hours when combined with the unit member's regularly scheduled hours per day exceed a total of eight (8) hours per day, unless overtime rates are paid.

- 8.6.1 When a permanent or probationary unit member also works in a Playground Supervisor assignment, the time worked in the Playground Supervisor assignment shall be added to the unit member's regularly assigned hours for purposes of computing eligibility for benefits per Education Code section 45136.
- 8.6.2 An assignment of a regular Classified employee to a Noon Duty assignment shall be considered as an "at will" assignment and may be discontinued at any time.
- 8.6.3 Noon Duty assignments shall not be subject to the provisions of Article 24 (Layoff) or Article 23 (Grievance) and shall not be subject to the posting and transfer procedures outlined in this Agreement.
- 8.6.4 Noon Duty assignments shall not be considered as permanent assignments and unit members shall not earn permanent status in a Noon Duty assignment.
- 8.6.5 The performance by any part-time classified unit member of such monitoring duties is voluntary and may not be imposed upon the unit member as a condition of employment.
- 8.7 Meal Period: All unit members whose work day is more than five (5) hours or who have been assigned to work more than five (5) hours in one day shall be entitled to an unpaid duty-free lunch period of at least thirty (30) minutes scheduled at or near the midpoint of each work shift or as near a normal meal time as possible. Scheduling of a meal period shall be subject to operational needs. If a unit member's meal period is interrupted for any work-related reason, the unit member shall start a new uninterrupted thirty (30) minute meal period.
 - 8.7.1 A meal period shall not be taken or used to reduce or extend the work day in any way.
- 8.8 Rest Periods: Unit members who work an assigned shift of at least four (4) hours shall be granted rest periods of fifteen (15) minutes near the middle of each four (4) hour work period. The time for the break shall be mutually agreed upon between the

unit members and their supervisors. Special shifts or special duties may modify actual practice, but not the basic intent of this rule. Rest periods shall be considered time worked for pay purposes.

8.8.1 A rest period shall not be taken or used to reduce the unit members' work day.

8.8.2 If a unit member's rest period is interrupted for any work-related reason, the employee shall commence a new uninterrupted fifteen (15) minute rest period.

8.8.3 The District shall make available at each work site lunch room and restroom facilities for staff use.

8.9 Special Time Off:

8.9.1 Voting – If a unit member's work schedule is such that it does not allow sufficient time to vote, the District shall allow sufficient time up to two (2) full hours for such voting by the unit member without loss of pay. The unit member shall notify their supervisor two (2) working days in advance of the need. The two shall agree to take the time at the beginning or end of the shift.

8.9.2 CSEA General Meetings: Unit members whose normal work hours fall during CSEA general membership meetings shall be allowed, upon at least 24 hours advance arrangement with their supervisors, to leave their jobs and attend the meeting unless a special activity at the work site cannot be covered. These unit members shall sign an attendance roster at the meeting and shall be responsible for making up the time taken off to attend the meeting.

8.10 Split Shift:

8.10.1 Definition: A work schedule that is interrupted by non-paid non-working periods established by the employer.

8.10.2 Split shift schedules will only be allowed for unit members assigned to the Child Development program, and must be arranged by mutual written agreement between the management supervisor and the unit member. Split shifts will be assigned to unit members on a voluntary basis.

8.10.3 The District will notify CSEA of all split shift assignments.

8.11 Work Year: Unit members shall be compensated for services performed for the

number of days/hours as assigned by the District.

Article 9 - Wages

9.1 Base Wages:

9.1.1 The parties agree that the base salary schedule (Exhibit A) shall increase by 10 percent, effective July 1, 2024, 3 percent, effective July 1, 2025, and 2 percent, effective January 1, 2026. Steps 15 shall collapse in the 2024-2025 school year. An additional step 21 shall be added to the salary schedule (Exhibit A) with a 4% increase from their current base rate salary.

2025-26 Contingency Language:

If the FY 2024-2025 final property tax revenue for the Santa Barbara Unified School District, as it appears in the final J-29 report, increases by more than five percent (5%) over the FY 2023-2024 property tax revenue, the 2025-2026 salary schedule shall be further increased (i.e. in addition to the increases in sections 1 and 2 directly above) by the amount over five percent (5%), prorated accordingly, effective July 1, 2025. For example, should the total property tax revenue increase be 6%. the additional increase would be 1%. Should the increase be 7.23%, the additional increase would be 2.23%.

9.1.2 All unit members shall advance one step on the current salary schedule (Exhibit A) on July 1 of each fiscal year. Unit members hired or promoted on or after March 31 of any fiscal year shall receive their step increase on July 1 of the following fiscal year.

9.1.3 For purposes of determining seniority the District will use the unit members' hire date as a regular classified employee. Hire date will be identified based on the first day in paid status. Seniority is not tied to step placement on the classified salary schedule.

9.2 Career Increment Pay:

Unit members shall earn career increment pay according to the schedule attached hereto as Exhibit A.

9.3 Paychecks -- Procedures in connection with paychecks shall be as follows:

9.3.1 Frequency – once monthly. To the extent within control of the District, all unit

members in the bargaining unit shall be paid once per month payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding work day.

- 9.3.2 All nine (9) and ten (10) month unit members will be paid September through June in ten (10) equal payments. If the assignment begins in August, eligible unit members will receive appropriate Public Employee Retirement System (PERS) service credit. Unit members working eleven (11) months per year shall be paid August through June.
- 9.3.3 Errors: Any payroll and/or payroll reporting errors resulting in insufficient payment of salary and benefits for a bargaining unit member shall be corrected and a supplemental check issued within the five (5) working day timeframe required by Education Code section 45167. If a payroll mistake causes undue hardship for the employee, the Union may meet and confer with HR to determine appropriate course of action to remedy the situation.
- 9.3.4 Overpayments: Any unit member the District has reason to believe has been overpaid shall be notified in writing of the alleged overpayment. the member and the Payroll Manager shall attempt to meet within five (5) working days of written notification, or as soon as possible thereafter. The unit member and Payroll Manager will attempt to create a repayment plan to reimburse the District. Any agreement must adhere to Ed Code 44042.5 (a)(1). If the member does not agree that there is an overpayment or an agreement cannot be reached the process shall follow 44042.5.
- 9.3.5 Deferred Net Pay: Upon submission of an application form to the Payroll Department, unit members who work less than twelve (12) months may receive salary payments over a 12-month period.
- 9.3.6 In instances of work out of classification, unit members will retain their salary step from their normal assignment in the out of classification assignment salary range, but in the event a promotion occurs salary placement will be based on section 9.4.1.

9.4 Salaries on Change of Status:

- 9.4.1 Promotion:
 - a. In instances of promotion, unit members shall be placed at the specific step of the new range that yields a 10% increase from their previous regular assignment. In the event that the new range and step does not

produce at least a 10% increase, the employee would be placed at the top step of the new range. Should the step placement be in a frozen range of steps, the member shall be placed at the top frozen step. (e.g. If steps 6-8 are frozen and step 6 is the first step that yields 10% the employee would be placed at step 8).

- b. Appointment of a unit member to a classification with a salary range equal to their current range shall not be considered a promotion and shall not warrant a salary increase.

9.4.2 Demotion:

- a. A unit member who is demoted to a position in a classification with a lower salary range shall be on the same step of the lower salary range they held on the range from which they were demoted.
- b. There shall be no change in anniversary date under 9.4.2 (a).

9.4.3 Reclassification:

- a. If a unit member's position is reclassified to a classification having the same salary range, the range and anniversary date of the incumbent shall not change.
- b. If the position is reclassified to a classification that has a higher salary range, the incumbent shall be paid at the same step in the new range. This reclassification shall not affect the anniversary date of the incumbent.
- c. When a unit member's position is reclassified to a lower paid classification, and the unit member's rate of pay prior to such classification falls within the salary range of the classification to which the position is reclassified, the unit member shall be placed in the step of the new classification's lower salary range closest to (but not lower than) the unit member's rate of pay prior to the reclassification. If the maximum step of the lower salary range is less than the unit member's rate of pay prior to the reclassification, the unit member shall retain his rate of pay, and the rate shall be identified as the "Y" step, at which time the unit member shall be placed in the maximum step of the lower salary range.

9.4.4 Summer:

For summer work assignments that are at a lower range the unit member will assume that range, but remain in their current step of their regular assignment. For summer work positions that are at a higher range, the unit member will be placed at the current step of the higher range or the specific step that yields a 10% increase from their regular assignment, whichever is greater.

9.5 Me Too

Should any other bargaining unit or administrative group of the District receive any greater overall salary schedule percent increase above what is agreed to herein, the

CSEA bargaining unit shall receive the same overall salary schedule percent increase.

9.6 Salary Schedule Enhancements

Classified Employees currently in range 16 shall be increased by \$1.55/hour on July 1, 2024.

Classified Employees currently in range 18 shall be increased by \$1.55/hour on July 1, 2024.

Classified Employees currently in range 20 shall be increased by \$1.10/hour on July 1, 2024

Classified Employees currently in range 21 shall be increased by \$0.82/hour on July 1, 2024

Lead Food Service Worker and Office Assistant in Range 24 shall be increased by \$0.30/hour on July 1, 2024

9.7 Twelve-Month Employees' Work Contract

CSEA and District agree that the average work days in a year are approximately 261 (2088 hours), when averaged out over many years. CSEA and District also agree that District must report to CalPERS employees' pay based on a 260 day (2080 hours) work year calendar for all 12-month, full-time employees (FTEs), as required by CalPERS. CSEA and District agree to a one-time increase to the hourly rate (equal to one additional day) for the classified job classifications that have existing 12-month employees in the classifications in order to calculate the new monthly salary rate. The employee will have had a salary that was adjusted up so that the monthly and annual salary would be reflective of the fact that the average calendar days worked over time is 261.

This one time adjustment will constitute a permanent change to a monthly salary pay rate system for all classifications. After the one time adjustment, the monthly rates represented in the salary schedule are the monthly salaries for the 12 month classifications only. Nine, 10, and 11 month employees' pay will be equalized in monthly payments based on total contracted days worked and the hourly rate. 12-month employees will be expected to work the number of work days in each month. The monthly salary rate will not fluctuate with differing calendar day years (for example: employees will not be paid less when there is a 260 day work year or more

when there is a 262 day work year). District will report to CalPERS the employees' monthly salaries based on the 260 day (2080 hour) work year per CalPERS requirement for retirement benefits.

This change is being made on a one-time, non-precedent setting basis. There will be no future salary schedule adjustments if a 12 month classification is added to a given range.

- 9.8 This Agreement applies to employees who are unit employees on and after the date this Agreement legally goes into effect. This Agreement shall remain in full force and effect through June 30, 2027. Negotiations will resume for the 2026-2027 school years, for which the parties agree to reopen Article 9 (Wages), Article 41 (Health & Welfare Benefits) and-three other Articles for each party.

Article 10 - Summer Work

- 10.1 The District retains its discretion to determine staffing levels, positions, and classifications for all classified bargaining unit work needed to operate summer programs.
- 10.2 The District will disseminate information about summer employment opportunities in a timely manner.
- 10.3 No unit member employed for less than twelve (12) months annually may be required to perform summer duties, but any/all unit members who desire summer employment may apply for available positions.
- 10.4 Unit members currently serving in the posted job classification and who apply for summer employment shall be placed first.
- 10.5 If there are not enough applications for available summer assignments from unit members currently serving in the posted classifications, the District may employ qualified unit members from other classifications who have applied for summer employment.
- 10.6 If positions remain unfilled after the District has offered positions to unit members from other classifications, the District may employ non-bargaining unit members.
- 10.7 Unit members who work summer assignments shall be compensated at the salary range (including fringe benefit accrual and usage) for the position they are working in during the summer, but shall maintain the same step on the salary schedule as their

regular, non-summer assignment. For example, a Paraeducator I - Special Education, whose normal assignment is at Range 25, Step 5 on the salary schedule, but accepts a summer position as a Paraeducator – General Ed (Range 20), will be compensated at Range 20, Step 5.

Article 11 - Overtime/Compensatory Time

- 11.1 Overtime is defined to include any District-authorized time required to be worked in excess of eight (8) hours in any one day or any time in excess of forty (40) hours in any workweek.
 - 11.1.1 Except as otherwise provided herein, all assigned overtime hours as defined in this Article shall be compensated at a rate of pay equal to one and one half (1 ½) times the base rate of pay of the unit member. Unit members may not extend their regularly scheduled hours into overtime without the prior knowledge and approval of their immediate supervisor.
 - 11.1.2 Overtime is defined to include any time worked in excess of eight (8) hours in any one day, or on any one shift, or in excess of forty (40) hours in any calendar week.
 - 11.1.3 Overtime may be worked prior to the regularly assigned starting time or subsequent to the assigned quitting time or as otherwise defined in Education Code sections 45128, 45129 and 45131.
 - 11.1.4 All hours worked beyond the work week of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth (6th) day of work.
 - 11.1.5 Overtime shall be distributed and rotated as equally as practical among qualified unit members within each appropriate department.
- 11.2 Compensatory Time Off (CTO): Unit members may request compensatory time off (CTO) in lieu of cash compensation for overtime work with the written approval of the supervisor. The District shall maintain a process for recording and tracking CTO. Unit members shall not accrue more than 40 hours of CTO. CTO submitted that exceeds 40 hours shall be automatically paid out at the overtime rate.
 - 11.2.1 CTO shall be granted at the appropriate rate of overtime.
 - 11.2.2 CTO shall be available for use any time after it is accrued, at a time mutually agreed to by the unit member and the immediate supervisor.

Within 12 months of the date in which the CTO was earned the employee may request that the District pay the unit member for all such time at the appropriate overtime rate.

11.2.3 CTO shall be submitted by the supervisor to be processed by the District. No CTO shall be accrued by way of any other process other than the approved District process. The District shall maintain a process for submission of CTO accruals. No informal process for granting compensatory time shall exist between a supervisor and employee.

11.2.4 The employee shall report any discrepancies to the supervisor or District within 6 months of the date of which the CTO was earned.

Article 12 - Shift Premium Pay/Floater Premium Pay

12.1 Definitions:

A floater is a unit member assigned to a primary worksite. but who may, depending on the needs of the District, be required to perform their duties at an alternate site on any given work day.

A shift premium is any Bargaining Unit Member who works a regular shift that ends between 7pm and 6am .

12.2 Unit members serving in designated floater positions shall receive a premium pay of one hundred and thirty five and twenty cents (\$135.20) per month, as well as mileage reimbursement at the prevailing rate allowable by the IRS. Upon the unit member's request, and provided the employee can establish a bona fide need to use public transportation for travel between work sites, the District will furnish the employee a monthly bus pass.

12.3 Unit members eligible for a shift premium shall be paid a shift differential premium of one hundred and eight (\$108) per month.

Article 13 - Language Services Premium Pay

13.1 Definitions:

Interpreting: The oral process of relaying a message from one language into another without adding, deleting, or changing the content or intent of the message.

Translating: The written process of rendering a written document from one language into another without adding, deleting, or changing the content or intent of the message.

Regularly: Means at the same time every day, week, month; on a regular basis; very often; or at regular intervals.

13.2 Designated Positions:

The District has designated positions (indicated in Appendix A with a plus (+) sign) eligible to receive the Interpreting/Translating premium.

13.3 Level I Bilingual Premium:

Definition: Performance of regular job duties in English and another language.

13.3.1 Unit members who regularly provide Level I bilingual services in a designated position and have passed the District's oral assessment shall be paid a monthly premium of one hundred and eight dollars and sixteen cents (\$108.16).

13.4 Level II Intermediate Interpreting-Translating:

Definition: Performance of intermediate interpreting in a variety of settings, including meetings, conferences and school events (may be simultaneous or consecutive mode, based on the ability of the unit member to perform such duties) and/or intermediate level translating of documents, forms, bulletins and other documents of a general or routine nature.

13.4.1 Unit members who regularly provide Level II services and have passed the District's oral and written assessment shall be paid a monthly premium of two hundred sixteen dollars and thirty - two cents (\$216.32).

13.5 Level III Advanced Interpreting-Translating:

Definition: Performance of advanced level interpreting during encounters such as parent-teacher conferences, Special Education IEP meetings, counseling, disciplinary or employment-related interviews, (may be simultaneous or consecutive mode, based on the ability of the unit member to perform such duties) and/or translating more complex or critical documents.

- 13.5.1 Unit members who regularly provide Level III interpreting and/or translating services and have passed the District's oral and written assessments, and completed advanced interpreter training, shall be paid a monthly premium of three hundred fifty one dollars and fifty-two cents (\$351.52).
- 13.6 The District shall retain the right to determine appropriate instruments for testing of applicants for award of the premium, as well as prerequisite courses or training programs. The District shall further retain the right to reevaluate unit members every three (3) years to insure unit members remain qualified to provide language services.
- 13.7 School site or department managers shall devise a rotation schedule to ensure that appropriately qualified, as defined in this Article, unit members have the opportunity to provide interpreting-translating services. Manager and unit member may also discuss, as necessary, any reassigning of work and/or potential overtime hours due to providing language services during their normal working hours so as to not burden the employee's current duties.
- 13.8 Unit members receiving premium pay must provide services upon request of a management supervisor, provided the request is made during the unit member's normal work day, and is within their capabilities and does not adversely impact performance of the unit member's primary duties and responsibilities. Unit members shall be notified of the assignment as soon as it is scheduled and shall be provided with relevant materials (i.e., supporting documents, reports, etc.) in order to prepare as soon as available. It is the unit member's responsibility to notify CSEA in the event of a dispute over adverse impact. The District and CSEA agree to meet to resolve any issues of adverse impact.
- 13.9 Positions occupied by unit members that do not currently provide language services and/or do not receive a monthly premium shall not be required to perform language services as a condition of employment.
- 13.10 Unit members hired who provide American Sign Language (ASL) interpretation are currently paid a premium of five (5) percent per month. Any interpreter - Hearing Impaired hired on or after July 1, 2021 shall be paid a monthly premium of two hundred sixteen dollars and thirty two cents (\$216.32).
- 13.11 A unit member shall not be required to work after their regular work hours to provide interpreting or translation services that are not related to their current position. A unit member who provides interpreting or translation services after their normal working hours, shall be paid their hourly rate (overtime if it applies).

Article 14 - Uniform Allowance

The District will make every effort to provide the items within this article within thirty (30) working days of start of employment. For annually purchased items the District will make every effort to purchase items thirty (30) working days after July 1, 2023. If permanent status is reached by June 30 the employee shall be eligible for the annual purchase. If permanent status is not reached by June 30 the employee may request the annual purchase and the decision will be based on need and made by the supervisor.

14.1 Food Services:

The District will provide through a District vendor arrangement, newly hired unit members serving In Food Service cafeteria positions up to two hundred fifty (\$250) for uniform shirts, pants, as described below:

14.1.1 Uniform shirts are defined as a black chef-coat, polo shirt, or T-shirt that is without logos (except for the District's or individual school site's) and must be in a presentable condition.

14.1.2 Uniform pants are defined as black or checkered pants that are not sweatpants, yoga/stretch pants, or worn out denim and must be in a presentable condition.

14.1.3 The District will purchase black non-slip, closed toe and heel shoes that meet or exceed CAL/OSHA standards for food service employees. The district will determine the vendor and will provide an allowance of one pair of shoes up to one hundred and fifty (\$150) per employee as needed.

14.1.4 Each fiscal year thereafter, (fiscal year July 1st to June 30th), continuing Food Service unit members shall be allowed to purchase, through a District vendor arrangement, replacement Items three (3) shirts, three (3) pants, and one (1) pair uniform shoes.

14.1.5 Unit members serving In Food Service cafeteria positions must adhere to the uniform policy as set forth by the Director of Food Service and the standards of the County Health Department.

14.2 Custodial:

Each unit member assigned to Custodial shall be provided six (6) shirts by the District Uniform shirts must be maintained in good condition by the unit member and worn while the unit member is on duty. Uniform shirts are not to be worn by unit members when they are not on duty. The District shall replace three (3) shirts

per year.

- 14.2.1 Annually the District will purchase non-slip footwear that meet or exceed CAL/OSHA standards for Custodial employees. The district will determine the vendor and will provide an allowance of one pair of shoes up to one hundred and fifty (\$150) per employee.

14.3 Maintenance and Operations, Grounds and Warehouse:

Unit members assigned to Maintenance and Operations, Gardening/Grounds, or Warehouse shall be provided six (6) shirts by the District. Uniform shirts must be maintained in good condition by the unit member and worn while the unit member is on duty. Uniform shirts are not to be worn by unit members when they are not on duty. The District shall replace three (3) shirts per year.

- 14.3.1 The District will purchase steel-toed boots or non-slip work style closed toe and heel boots that meet or exceed CAL/OSHA standards for Classified employees in the following Job families: Gardening/Grounds, Warehouse, and Maintenance and Operations. The district will determine the vendor and will provide an allowance of one pair of boots as needed, but shall be offered at least once a year, up to three hundred (\$300) per employee. The District shall adjust this amount to meet the demand of the current market so there is no out-of-pocket cost to the employee.

14.4 Campus Safety Assistants:

Unit members serving as Campus Safety Assistants shall be provided with polo or T-shirt-style shirts. The school site will supply five (5) shirts per unit member. Shirts must be maintained in good condition by the unit member and worn while the unit member is on duty. Shirts are not to be worn by unit members when they are not on duty. The District shall replace three (3) shirts per year.

14.5 IT Support Specialists:

Unit members assigned to IT Support Specialist I and II positions shall be provided six (6) shirts by the District. Uniform shirts must be maintained in good condition by the unit member and worn while the unit member is on duty. Uniform shirts are not to be worn by unit members when they are not on duty. The District shall provide three (3) shirts per year.

Article 15 - Use of Personal Vehicle

- 15.1 The District shall provide a vehicle for all unit members required to use a vehicle to transport students.
- 15.2 A unit member who uses their own vehicle in the performance of their assigned duties shall be reimbursed at the prevailing rate allowable by the IRS.
- 15.3 A unit member who uses their own vehicle in the performance of their job must provide their own insurance, which will be the primary. The District may pay, on a case by case basis, the deductible for collision up to \$1,000 should a unit member suffer damages to their vehicle from a collision while on District business. Includes all work-related business travel, excluding travel from home to work, and from work to home.

Article 16 - Unscheduled Call to Work

- 16.1 Minimum Call In Time: Any unit member called back to work outside their normal work shift shall receive a minimum of two (2) hours pay at their hourly rate as contained in this Agreement. Such time shall be paid at their straight time rate or their overtime rate as are other hours worked under this Agreement.
- 16.2 Call Back Time: Any unit member called back to work after having completed their regular shift for the day shall be compensated for at least two (2) hours. The two (2) hour provision does not apply to extensions of shifts prior to departure of the unit member. If the total hours worked for the day exceed eight (8) hours, the extra hours worked shall be considered as overtime and paid at time and one-half.
- 16.3 A unit member called back to work shall be assigned duties within their classification for the two (2) hours for which they are being paid.
- 16.4 Other Hours Worked: Any unit member required by the District to report or remain on duty fifteen (15) minutes or more before, or after, the start or completion of their regular assignment shall be paid as other hours worked under this Agreement. This section applies when a site administrator or department manager calls a meeting that is mandatory for unit members.
- 16.5 Hazard Pay During Officially Declared Emergency: When a federal, state, or local agency has declared a state of emergency resulting in District closure, CSEA may request to meet and confer regarding additional pay when an employee is required

to work on site during the officially declared emergency.

Article 17 - Working Out of Class and Reclassification

17.1 Definitions:

17.1.1 Classification: The employee's Board approved job description.

17.1.2 Reasonably related: Using similar skill sets to a fair and moderate degree in a similar setting and during the employees normal working hours.

17.1.3 Working out of class: Performing job duties outside of your assigned job description for any period of time which exceeds 40 hours, or equivalent work week within 90 days.

No employee shall work out of class (assigned or by mutual agreement) without a written agreement between the unit member and their supervisor, which may include a plan for reassigning of work and/or potential overtime hours. Working out of class claims shall follow AR 3320

17.2 Working out of class - reasonably related:

Unit members shall not be required to perform duties which are not fixed and prescribed for the position by the governing board, unless the duties reasonably relate to those fixed for the position by the board, for any period of time which exceeds 40 hours or equivalent work week within 90 days. If the unit member works beyond the 40 hours or equivalent work week within 90 days the member shall be compensated for the initial 40 hours or equivalent work week at the out of class rate.

17.2.1 A unit member may only be assigned to work out of class if:
Duties reasonably relate to their job description as practiced
Duties are temporary and do not exceed the employees normal working hours.
Assigned working out of class duties shall not exceed 20 working days unless necessitated by extenuating circumstances and the parties agree to an extension. HR shall be notified by employee or CSEA prior to the expiring of the 20 days in order to remedy any issues.

17.2.2 Extra pay for working out of class - reasonably related:

Pay shall be the unit member's current step of the salary range of the higher classification or 10% increase, whichever is greater, for the entire period they are required to work out of classification. (Ref. 18.2, for work over 40 hours or equivalent work week within 90 days. The unit member shall be compensated for the initial 40 hours or equivalent work week at the higher rate) Example: Unit member with normal placement on Salary Schedule on Range 20 is at step 4 shall be paid at Range 22 step 4, or 10%, whichever is greater. Employees being paid out of class shall maintain that pay during vacation, holidays, sick leave, etc. during the period they are working out of class.

17.3 Working out of class - not reasonably related:

A unit member may mutually agree to perform duties that do not reasonably relate to their board approved job description; their salary will be adjusted upward for the entire period they work out of classification. Employees shall maintain that pay during vacation, holidays, sick leave, etc. during the period they are working out of class.

17.3.1 Extra pay for working out of class - not reasonably related:

Pay shall be the unit member's current step of the salary range of the higher classification or 10% increase, whichever is greater, for the entire period they mutually agree to work out of classification. Example: Unit member with normal placement on Salary Schedule on Range 20 is at step 4, shall be paid at Range 22 step 4 or 10%, whichever is greater. Employees being paid out of class shall maintain that pay during vacation, holidays, sick leave, etc. during the period they are working out of class.

17.4 For purposes of this section, "regular rate of pay" shall refer to the salary range and step of the unit member exclusive of any differentials or premiums applied to that rate. Any differentials or premiums will be applied to the out of class rate of pay in the same manner as they are applied to the regular rate of pay.

17.4.1 Selection of unit members for out of classification assignments shall be based on the ability of the unit member to perform the duties of the higher level position as determined by the supervisor. When there are more than two unit members who have the requisite skills for the assignment and who have expressed an interest in the assignment, the assignment shall be made by seniority in the District.

17.4.2 Board Approved out-of-classification work assignments shall not extend beyond 90 working days unless necessitated by extenuating circumstances

and the parties agree to an extension. In the event a unit member works in a board approved out-of-classification assignment for more than 90 working days, the unit member will be considered qualified for the position and shall be promoted to the higher classification if a vacancy exists. If there are other interested qualified bargaining unit members, interviews shall be conducted to fill the position. The district is not obligated to open a vacancy for the sole purpose of fulfilling 17.4.2.

17.5 Redistribution of Workload:

Unit members with concerns around workload shall present their concerns to their immediate supervisor. If concern persists beyond 20 working days, the unit member can contact HR with their concerns. HR shall immediately begin to work with CSEA president to resolve any ongoing workload concerns

17.6 Reclassification

17.6.1 Definition:

Reclassification refers to permanently changing an employee's job classification due to factors like increased responsibilities skills or Qualifications. Reclassification is based on the fact that there are duties being performed that fall within the classification's responsibilities. but have been determined to now require a much higher level of responsibility, decision making authority, knowledge, skills, abilities, education and training, or complexity compared to when the terms of the classification was originally negotiated and agreed to. The current work within the classification justifies a reassessment of the original negotiated classification specifications. Reclassification may result in changes to the essential functions, qualifications. salary range. job title. etc.

Reclassification is a more formal and permanent change to a particular classification. One or more of the following criteria from Exhibit G shall be the basis for decisions on reclassification:

- Significant changes to duties, whether gradual over time or more immediate, beyond what was originally negotiated for this classification or beyond industry standard changes within the classification.
- Significant increase.in responsibilities and/or decision makinQ authority,
- Significant increase in the need for knowledge, skills, and ability that requires formal education or certification
- Significant increase in the minimum requirement for education. training, and

- experience in the job description.
- Significant misplacement of classification in the organizational/classification structure.

Increased workload alone isn't sufficient justification for a reclassification. The reclassification shall not be used as a means of receiving increased compensation, or as recognition for time served or quality of work within the organization,

17.6.2 Process

The District, Management, CSEA, or individual permanent unit members may initiate reclassification requests. If the District identifies a legitimate operational need to

propose a reclassification outside the timelines established in this article it reserves the right to do so, but will meet and negotiate with CSEA prior to implementation. A unit

member who has been reclassified in their position is ineligible for subsequent reclassification in their position for a period of at least two years from the implementation

In order to be eligible for a reclassification, a bargaining unit member must have completed their probationary period.

A reclassification may not necessarily result in higher level placement of the position or classification on the salary schedule. Reclassification may result in adjustments to job duties/responsibilities that the employee is claiming to be performing.

Any request for reclassification must be submitted by the unit member to the Human Resources Department between July 1st and October 1. After closure of the

Reclassification window Human Resources will notify the CSEA Chapter President of the number of applications received and request that a reclassification committee shall be convened to review the applications. The committee decisions shall be made by December 31. Either party may request an extension of this timeline.

Between January and July the District will make staffing adjustments and budget decisions related to any approved reclassifications. Approved reclassifications will take effect on the following July 1 at which time any necessary salary adjustments will be made.

All exhibits shall be made available in English and Spanish

- 17.6.3 Committee: CSEA will ensure that the CSEA representatives to the Reclassification Committee will have been appointed by the first workday in September. The Reclassification Committee shall consist of six (6) voting members as follows:

CSEA Chapter 37 president or designee and two CSEA representatives plus one non-voting alternate chosen by the CSEA executive board, CSEA labor rep may be requested for consultation as needed.

Three district representatives as follows, Assistant Superintendent of Human Resources, Assistant Superintendent of Business Services, Classified Personnel Manager. An alternate or designee may be appointed by the Superintendent or designee to fill one of these positions.

- 17.6.4 Decision: The Reclassification Committee will receive an orientation from the Assistant Superintendent of Human Resources or designee regarding the purpose procedures, and process for reclassification, as well as a general overview of the District's classification structure no later than September 30.

The committee will review each reclassification request and any supporting documentation, such as draft job descriptions, salary analysis. salary placement proposal. or related information and make a decision for Board recommendation by December 31. Any committee member may request that the requesting employee be present to provide additional information. Interpretation shall be provided as needed.

The Reclassification Committee shall follow Exhibit G, the Rubric and Decision Tree, to form the basis for the decision for Board recommendation. Decisions related to the Rubric and Decision Tree shall be based on simple majority vote.

District representatives on the reclassification committee will recuse themselves from participation in the reclassification of their immediate subordinates. CSEA representatives on the reclassification committee will recuse themselves from participation in their own classification's reclassification. Additionally, both District and CSEA shall recuse themselves if other known conflict of interest exists.

Members shall inform the committee of any potential conflict of interest situations

{including, but not limited to: family, prior work relationships, personal

relationships, etc.)

Each action of the Reclassification Committee shall be taken only in official meetings called, scheduled and conducted with all voting members, including alternates if applicable. All decisions by the committee must be made by a simple majority vote of all members of the Reclassification Committee.

- 17.6.5 Approval:
If there is an approval of a request for reclassification, Human Resources shall prepare the Board agenda item for consideration of the Board of Trustees and inform the member of approval. If the Board of Trustees approves the request for reclassification, the decision shall be implemented on July 1.
- 17.6.6 Denial
The committee shall inform the unit member of the committee's denial and rationale in writing,
- 17.6.7 Grievance
The provisions of Article 17.6 shall not be subject to the grievance procedure

Article 18 - Orientation and Training

- 18.1 When the District requires a unit member to attend a training session or otherwise engage in training of any kind as a condition of employment for the unit member's classification, the unit member shall receive compensation as follows:
 - 18.1.2 When the training occurs, the unit member shall be paid at their regular rate of pay and shall receive all benefits to which he/she is entitled.
 - 18.1.3 When the regularly assigned hours and the hours of training combined total in excess of eight (8) hours on a regular workday, or forty (40) hours in a workweek, the unit member shall be paid at the overtime rate appropriate for that day or time at which the training occurs.
 - 18.1.4 Unit members shall be paid for travel time that is beyond the unit member's regularly assigned working hours.
 - 18.1.5 All direct costs for District required training or instruction shall be paid for by the District.

- 18.1.6 Part-time unit members can be required to attend in-service, trainings, workshops or meetings which are scheduled before or after their regular assigned time. The District shall provide reasonable notice of such workshops or training sessions. Part-time unit members will be paid for attending any required in-service, training, workshop or meeting.
- 18.1.7 When the training causes a conflict with a unit member's second job, the District will attempt to make such training accessible at a different time, provided the unit member presents proof of the schedule conflict.
- 18.1.8 The District will not compensate unit members for costs associated with the maintenance or renewal of licenses or certifications that are conditions of the unit member's job classification.

Article 19 - Transfers

19.1 Initiation:

Transfers of unit members may be initiated by the District or requested by the unit member at any time. The unit member shall be given five (5) working days written notice from Human Resources prior to the effective date of their transfer, unless mutually agreed to be less than 5 days. If transfer is initiated during non contracted days, the 5 day notice period shall not begin until there is confirmation that employee is aware of transfer. The affected unit member will be notified of their right to have CSEA representation at a conference which will be held, at the unit member's request to Human Resources, between the appropriate management representative and the unit member in order to discuss the transfer including options, if any, prior to the transfer becoming effective. In any event, prior to making a transfer that has not been requested by the unit member to be transferred, the District shall meet with the CSEA Chapter President and/or designees to discuss the proposed transfer. Transfers decisions will occur based on the following priority order: 1) needs of the district: 2) special qualifications or circumstances: 3) seniority

19.2 Definition:

For purposes of this section, a transfer shall mean the reassignment of a unit member from one position to another position in the same classification or to a position in a similar or related classification with the same salary range.

19.3 Unit Member Request:

A unit member desiring a transfer shall file a written request with Human Resources

designating the specific assignment desired. Human Resources shall maintain the unit member's request for transfer during that calendar year. Unless the transfer request is renewed by the unit member, it shall be removed from the transfer file.

19.4 New or Vacant Positions:

19.4.1 When a new position is created or an existing position becomes vacant, the District shall, prior to filling the position, give first consideration to those unit members with transfer requests on file, provided that the unit member meets the established qualifications for the vacant position. If the transfer is denied, the unit member will participate in the interview process for further consideration.

19.4.2 Unit members who are denied a transfer shall be notified within five (5) working days after recruitment is completed and may request a meeting with Human Resources to discuss the reasons for denial. The final selection is within the sole discretion of the District.

19.5 Status: Transfers shall not change the unit member's salary rate, anniversary date or accumulated benefits. If shift premium will be negatively impacted by a proposed transfer there shall be mutual agreement to enact the transfer, unless the transfer is being made through the disciplinary process. However, if the unit member is transferred to another classification, their seniority in that classification shall begin on the effective date of the transfer.

Article 20 - Evaluations

20.1 General: The primary purpose of the evaluation process shall be the assessment of unit members' skills in relation to their specific classifications. The performance evaluation process shall be conducted in good faith with the objective of accurately assessing the unit member's knowledge, skill, and abilities, and providing feedback, as well as identifying areas that require improvement. No performance evaluation or Performance Improvement Plan shall serve as a disciplinary notice.

The major components of the performance evaluation shall include:

- a) Unit members shall be provided with a copy of the evaluation rubric and made aware of the length of the probationary period during the district onboarding process.
- b) An initial meeting between the unit member and their assigned supervisor shall take place within the first two months of employment and include an

explanation of the standards, goals, objectives, and expectations related to the unit member's job classification. The initial conference will also include the standards, goals, objectives and expectations consistent with the classification specification for the position that the unit member holds.

- c) Permanent unit members shall be formally evaluated at least once every two years.
- d) Observation or review of the unit member's work during the probationary period shall be conducted transparently and with full knowledge of the unit member.
- e) Performance evaluations shall be recorded in Frontline, but may, in some cases, be written on the negotiated evaluation form. Criteria/rubrics and the form have been developed mutually by the District and CSEA.
- f) No performance evaluation or Performance Improvement Plan shall become a part of a unit member's personnel file until the unit member has had an opportunity to review the document and has been informed of their rights to include a rebuttal.
- g) The evaluation form/rubric shall identify any/all individuals who provided input to the evaluator.
- h) The evaluator is required to meet in person with the unit member to present any evaluation.
- i) Unit members shall have access to their Personnel file/evaluation documents stored in Frontline.

20.2 Procedure for Probationary Unit Members:

- 20.2.1 All probationary performance evaluations shall be conducted using the Frontline performance management platform/rubric or negotiated evaluation form.
- 20.2.2 The probationary period shall be either 130 days of paid service or six months, whichever is longer. Probationary unit members shall be evaluated by the end of the fourth month of service.
- 20.2.3 Promotional probationary evaluations shall be conducted using the negotiated performance evaluation form/rubric.
- 20.2.4 Unit members in promotional probationary status shall be evaluated by the end of their fourth month of service in the promotional position.
- 20.2.5 Probationary performance evaluations shall be conducted by the management employee directly responsible for the unit member's work. In a situation where a unit member may serve in a lead capacity over another unit member, the lead unit member may provide input and observations of the

unit member's performance for use by the management employee in preparing their formal evaluation. The lead unit member shall not conduct the evaluation, nor shall their report become an attachment to the final performance evaluation.

- 20.2.6 The evaluator shall discuss the performance evaluation with the unit member and provide information relative to the content of the evaluation.
- 20.2.7 Any probationary evaluation that concludes that a unit member's job performance needs improvement shall be accompanied by a specific plan of improvement which includes action goals, steps for their completion, a target completion date, and the resources or assistance the evaluator will provide the unit member. The unit member shall participate in the development of action goals.
- 20.2.8 The completed evaluation rubric/form, either digital or paper form, shall be signed/acknowledged by the unit member and stored digitally in Frontline or filed in the unit member's permanent Personnel file at the District Office. Regardless of format, the unit member's signature/acknowledgement shall not imply their agreement with the evaluator's content. The unit member will have access to the signed evaluation or be provided a hard copy.
- 20.2.9 Probationary unit members who achieve permanent status shall be formally evaluated during the next school year. For example, a unit member hired in November, who successfully completes the probationary period in May, shall be formally evaluated as a permanent unit member at some point between July 1 and June 30 of the following school year.
- 20.2.10 Each year employees due for evaluation will be notified and informed of who their evaluator will be by October 30. Final evaluations will be completed by June 30.
- 20.2.11 All unit members who have achieved permanent status in their classification and whose most recent performance evaluation was rated as "Meets Performance Standards" shall be evaluated at least every second year within thirty (30) days of their anniversary date. Unit members whose most recent evaluation was rated "Needs Improvement" or "Below Work Performance Standards" shall be evaluated annually within thirty (30) days of their anniversary date.

- 20.2.12 A special evaluation may be requested at any time by the supervisor when there is a need for formal evaluation between the normally established evaluation periods. A special evaluation has as its purpose the documentation of work performance the evaluator determines is outstanding and needs to be highlighted and formally documented as well as for performance the evaluator determines needs improvement or is not satisfactory.

When a special evaluation is requested by the evaluator and the purpose of the special evaluation is for improving a bargaining unit member's job performance, the evaluator must provide the Coordinator, Classified Personnel documented evidence of counseling and assistance prior to the Coordinator, Classified Personnel issuing a special evaluation form. All special evaluations shall be subject to the same guidelines as bi-annual performance evaluations.

- 20.2.13 Performance evaluations shall be conducted by the management employee directly responsible for the unit member's work. In a situation where a unit member may serve in a lead capacity over another unit member, the lead unit member shall prepare a written statement providing input and observations of the unit member's performance for use by the management employee in preparing their formal evaluation. The lead unit member shall not conduct the evaluation nor shall their report become an attachment to the final performance evaluation.

The evaluator shall discuss the performance evaluation with the unit member and provide information relative to the content of the evaluation.

Any ratings of "Needs Improvement" or "Below Work Performance Standards" shall be accompanied by a specific plan of improvement which includes identified areas of weakness, a plan for corrective action, specific assistance to be provided to the unit member or additional professional learning opportunities to be provided by the District, measurable goals and specific timelines for meeting the goals.

A copy of the completed evaluation document, signed by the unit member and the evaluator, shall be placed in the unit member's personnel file at the District Office. The signing of such a document by the unit member shall not imply the unit member's agreement with its contents. At the time the evaluation is signed by the unit member, he/she will receive a copy of the evaluation for their records.

20.3 Right of Rebuttal: The unit member shall have the right to submit a written statement to the performance evaluation or Performance Improvement Plan. Such a statement shall be submitted to the Coordinator, Classified Personnel and shall become a permanent attachment to the copy of the performance evaluation and plan in the unit member's personnel file or be uploaded to Frontline.

20.4 Procedure for Permanent Unit Members:

20.4.1 The intent of the evaluation process for permanent unit members is to provide performance feedback.

20.4.2 At least once every two years unit members shall be formally evaluated in Frontline using the negotiated evaluation form. The evaluator shall complete the negotiated evaluation form/rubric. Either the evaluator or unit member may request a meeting to discuss the evaluation. Additionally, every off-year, permanent unit members shall be given feedback about their work performance by their evaluator as part of an informal check in process. Check in meeting(s) will be documented in Frontline.

The purpose of the off-year informal check-in meeting(s) will be to provide input to the supervisor about their work, and to receive feedback from the supervisor, and to set goals and/or priorities for the formal evaluation process.

A supervisor may choose to formally evaluate a unit member during the off year. A unit member may request a formal evaluation during an off year.

20.4.3 In the event that the evaluator can demonstrate that the work performance of a permanent unit member needs improvement, the evaluator and unit member shall meet and jointly develop a Performance Improvement Plan (PIP) that shall include action goals, steps for their completion, a target completion date, and the resources or assistance the evaluator will provide the unit member. The agreed upon plan shall be documented on the negotiated standard form that will become part of the unit member's personnel file.

20.5 Grievability: Unit members shall have the right to grieve procedural violations of this article.

Article 21 - Disciplinary Action and Appeal

21.1 Definitions:

- 21.1.1 Discipline: Discipline is defined as an action by the District against a unit member for just cause for an infraction of District policies, rules or regulations.
- 21.1.2 No member of the classified service shall be disciplined because of his/her their actual or perceived race, ancestry, color, national origin, religious creed, sex, sexual orientation, genetic information, genetic expression, age, mental/physical disability (including AIDS), medical condition, pregnancy, veteran status, gender, gender identity, gender expression, marital status, economic status, political affiliation, membership in an employee organization, participation in the activities of an employee organization, union affiliation, or exercise of the rights contained in this Agreement.
- 21.1.3 A permanent classified unit member may be disciplined by the Superintendent for cause as provided in these rules, except that such action shall not be effective until written charges are filed and served upon the unit member and the Board of Education has taken action as provided herein.

21.2 Progressive Discipline:

- 21.2.1 The following procedures of Progressive Discipline shall ordinarily be applied to provide unit members the opportunity to improve and correct unacceptable work habits or negative behaviors. Except in the case of serious or gross misconduct (he., including, but not limited to: a felony offense, theft, assault on another employee or student, misconduct toward student), which might lead to immediate discipline, the progression shall be as follows:
- a) Written notification of warning or conference summary
 - b) Written reprimand
 - c) Suspension without pay or demotion
 - d) Dismissal

21.3 Causes for Disciplinary Action:

21.3.1 Causes for disciplinary action against a permanent unit member include, but are not limited to the following:

- a) Incompetence or inefficiency in the performance of assigned duties or responsibilities.
- b) Sexual harassment, racial discrimination, or abuse of students or employees.
- c) Abandonment of position (i.e. unauthorized absence for five (5) consecutive work days.)
- d) Refusal to perform duties requested by direct supervisor without reasonable cause.
- e) Conviction of a sex offense or a narcotics offense as defined in Education Code Sections 44010 and 44011.
- f) Use or possession of intoxicants or illegal drugs while on duty, or reporting to work while intoxicated.
- g) Use or possession of intoxicants or illegal drugs while off duty which has adverse effects on the District.
- h) Theft, misuse or abuse of District property.
- i) Neglect of duty (i.e. failure to perform regularly assigned tasks or follow approved safety procedures.)
- j) Dishonesty (i.e. stealing, lying, fraud, theft, falsifying records or reports.)
- k) Violation of federal or state laws, Board policies, or lawfully promulgated safety rules of any governmental agency.
- l) Abuse of leave privileges or a record of excessive absenteeism (i.e., excessive or patterned absenteeism or tardiness, absence without leave.)
- m) Violation of acceptable use of technology policy or regulation.

21.4 Right to Representation:

21.4.1 Unit members always retain the right to CSEA representation at any level of Progressive Discipline, as well as other disciplinary procedures. The provisions of the due process procedure are designed to ensure that the rights of the public service and the rights of the unit member subject to discipline are protected. The District shall make members aware of their right to representation.

21.5 Warnings and Reprimands:

21.5.1 Written Notification of Warning or Conference Summary: written

notification of warning or conference summary will not be given to the unit member unless they were previously made aware of the performance standards. A written notification of warning or conference summary may be documented for the supervisor's site or department file, but shall not be placed in the unit member's personnel file.

21.5.2 Written Reprimands: Written reprimands will not be given to the unit member unless they have been given a written notification of warning or conference summary verbal warning about the alleged misconduct within the last twelve (12) months. Written reprimands shall be placed in the unit member's personnel file.

21.5.3 Any unit member who has been issued a written reprimand shall acknowledge receipt of the original by signing a copy; however, signing does not indicate an admission of guilt.

21.5.4 A copy of the written reprimand shall be placed in the unit member's personnel file and they will be afforded their right to attach a statement in accordance with Education Code section 44031.

21.6 Notice of Disciplinary Action:

21.6.1 Human Resources may initiate disciplinary action on behalf of the Superintendent against a permanent classified unit member. A notice of such intent shall be served upon the unit member either in person or by registered/certified mail, return receipt requested, to the unit member's last known mailing address. The Notice shall include the following:

- a) A statement of the cause(s) for disciplinary action and the level of discipline being recommended.
- b) Notice of the unit member's right to appeal the recommended discipline and the time and manner in which their demand to appeal must be filed.
- c) A document, when signed and returned, that shall constitute a "Demand for Skelly Meeting" and a denial of all charges.
- d) The unit member's right to be accompanied by a CSEA representative or, upon written release of the CSEA, by another representative of their choice. In deciding on a representative, the unit member shall not unreasonably postpone the Skelly meeting.
- e) Notice of the date, time and place of the Skelly meeting,

21.7 Skelly Procedure:

- 21.7.1 The Skelly meeting provides an informal opportunity for the unit member to respond to the charges before discipline is imposed. The meeting shall be conducted by a senior administrator (the "Skelly Officer") not a party to the initial decision who has the authority to reduce or overturn the recommended discipline. The Skelly Officer shall not have the authority to recommend an increase in the recommended discipline.
- 21.7.2 Failure of the unit member to appear at the scheduled meeting or to reschedule the meeting to a mutually agreed upon date and time, shall be deemed a waiver of the unit member's right to informally appeal the proposed disciplinary action, and within ten (10) working days the charges will be forwarded to the Board of Education for action. The unit member will be notified of the Skelly Officer's decision in accordance with section 21.7.3 to 21.7.5; if termination is the recommendation, the District shall follow Ed Code 45113 with respect to placing the unit member on unpaid status. The District cannot place unit member on unpaid status unless the Board shall make a finding that the employer demonstrated by a preponderance of the evidence that the employee engaged in criminal misconduct, misconduct that presents a risk of harm to pupils, staff, or property, or committed habitual violations of the districts policies or regulations or if a hearing on the charges will be conducted by an impartial third-party hearing officer or the government board pursuant to subdivision e), the school district may stop paying a permanent employee before a decision is rendered after 30 calendar days from the date the hearing is requested.
- 21.7.3 Within ten (10) working days of the Skelly meeting, the Skelly Officer shall notify the Board of Education and notify the unit member by US mail (registered/certified, return receipt requested) to the unit member's last known address or by personal service of the Skelly determination.
- 21.7.4 Notification to the unit member shall include the following elements:
- a) A statement of the cause for the action taken.
 - b) A statement of the action proposed to the Board of Education.
 - c) A statement that the unit member has a right to appeal the decision of the Skelly Officer to the Board of Education if demanded within ten (10) working days after service of the notice to the unit member.
 - d) A form or document, the signing and filing of which shall constitute a

demand for hearing and denial of all charges. A demand for a hearing form or notice of appeal shall be filed by delivering the form or notice to the Human Resources office during normal business hours. The form or appeal may be mailed to Human Resources but must be received or postmarked within ten (10) working days from the unit member's receipt of the notice of disciplinary action.

21.7.5 If the unit member does not file a demand for an appeal within the time specified, the unit member shall be deemed to have waived their right to appeal. The Board of Education may then move to consider the recommendation, and if found appropriate, order immediate implementation of the recommendation.

21.7.6 If the disciplinary action is later overturned, the Board of Education will return the unit member to paid status retroactive to the date the non-paid status was initiated.

21.8 Board of Education Appeal Hearing:

21.8.1 Representatives of the unit member and the Board of Education shall select a hearing officer from a list of ten (10) hearing officers on the roster of the American Arbitration Association. Selection shall be made by mutual agreement or by alternately striking names from the list until only one name remains. The hearing officer shall be considered the designee of the Board of Education to conduct the hearing and report findings, conclusions, and recommendations to the Board of Education and the CSEA.

21.8.2 The District and the unit member shall each have the right to compel attendance of any other employees of the District to testify, to cross examine all witnesses, to present such exhibits and/or other evidence as may be ruled relevant to the case. Technical rules of evidence shall not strictly apply. Whereas the District bears the burden of proof, the District shall be responsible for the creation of a complete and accurate record of the proceedings.

21.8.3 The unit member shall have the right to appear in person on their own behalf with a designee or representation provided by the CSEA, or the unit member may request to present their own defense. At their option a unit member may engage outside counsel by providing a signed waiver of representation to the CSEA. The District may be represented by

counsel.

21.8.4 Counsel/representatives for the respective parties shall exchange witness lists at least five (5) working days prior to the hearing.

21.8.5 The hearing shall be held at the earliest convenient date, considering the established schedule of the hearing officer and the availability of counsel and witnesses. The parties shall be notified of the date, time and place of the hearing. In the event the District cannot schedule a hearing and arrange for counsel and witnesses within forty-five (45) calendar days of the Skelly Officer's recommendation to the Board of Education, the CSEA or unit member may request a waiver of the provisions of section 27.7.7, and be returned to paid status until the recommendation of the hearing officer is rendered.

21.9 Final Decision:

21.9.1 The recommendation of the hearing officer shall be advisory to the Board of Education whose decision shall be final unless the unit member can prove that the disciplinary process has been violated. A copy of the Board of Education's decision shall be delivered to the unit member and their designated representative by personal service or by certified/registered mail to the unit member's last known address.

Article 22 - Grievance Procedure

22.1 Definitions:

22.1.1 A "grievance" is a formal written allegation by the CSEA or by a unit member that they have been adversely affected by a violation of the specific provisions of this Agreement. Action to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the Board of Education or by the administrative regulations and procedures of the District are not within the scope of this procedure.

22.1.2 A "grievant" is any unit member covered by the terms of this Agreement.

22.1.3 A "day" is any day in which the central administrative office of the District is open for business.

22.1.4 The "immediate supervisor" is the lowest level non-unit

supervisor/manager designated by management to administer grievances and having immediate jurisdiction over the grievant.

22.2 Representation:

22.2.1 The CSEA Job Stewards and the grievant will receive paid time off from duties for the processing of grievances pursuant to this grievance procedure. The unit members who are designated as Job Stewards are subject to the following conditions:

- a) By no later than sixty (60) days following the signing of this agreement, the CSEA will designate in writing to the Superintendent the number of unit members, by work location and name, who are entitled to receive time off as Job Stewards. The total number of Job Stewards shall not exceed thirty (30).
- b) The number of designated Job Stewards in attendance at grievance conferences and hearings shall be limited to one (1) except in the case of a newly appointed, inexperienced Job Steward; such Steward may request the assistance of the Chief Job Steward when handling their first grievance process.
- c) No less than one (1) full workday prior to release from duties for grievance processing, the designated Job Steward shall inform their immediate supervisor.
- d) Time off for processing grievances shall be limited solely to representing a grievant in a mutually scheduled conference with a management employee, beginning at Level I, and in no way shall this limitation include use of such time for matters such as gathering information, interviewing witnesses or the grievant. The District shall have the right to the assistance of legal counsel at any level of the grievance procedure beyond Level I. The grievant shall also have the right to the assistance of a CSEA staff representative at any level of the grievance procedure beyond Level I. At least two (2) workdays notice shall be given to all parties concerned when it is the intention of either party to be accompanied by legal counsel.

22.3 Informal Level:

23.3.1 Before filing a formal grievance, the grievant shall attempt to resolve their concern by an informal one-on-one discussion with their immediate supervisor.

22.4 Formal Levels:

- 22.4.1 Level I: Within thirty (30) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present their grievance in writing on the appropriate District form to their immediate supervisor. This statement shall be a clear, concise statement of the grievance, provision of the Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference and the specific remedy sought. The supervisor shall communicate their decision to the unit member in writing ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.
- 22.4.2 Level II: In the event the grievant is not satisfied with the decision at Level I, he/she may appeal the decision on the appropriate District form to the Superintendent or their designee within ten (10) days. This statement shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal. The Superintendent or designee shall communicate their decision within ten (10) days after receiving the appeal. If the appropriate administrator does not respond within the time limits, the grievant may appeal to the next level.
- 22.4.3 Level III Optional Mediation: If the grievant is not satisfied with the decision at Level II, he/she may, within ten (10) days after receiving the Level II decision, appeal the decision jointly with the CSEA to an arbitrator. If the grievant is not satisfied with the decision at the previous level or if there is no decision within the time limits, the grievant may, within ten (10) days of receipt of the decision or the exhaustion of the time limits, request the Association submit the grievance to mediation/arbitration. If CSEA elects to pursue the grievance, it shall submit the grievant to mediation/arbitration within fifteen (15) days of the receipt of the decision or the exhaustion of the time limits.
- 22.4.4 If CSEA submits to mediation/arbitration, the parties shall request the services of a mediator from the State Mediation and Conciliation Services. The mediator shall first attempt to resolve the grievance through mediation. If, in the judgment of the mediator, mediation will not bring about resolution, the mediator shall become the arbitrator and shall render a decision, which shall be reduced to writing and which shall be final and

binding except decisions pertaining, in whole or in part, to Article 20 Evaluations and/or Article 24 Safety, which shall be advisory only and shall be submitted to the Board of Education for its determination.

- 22.4.5 Either party may elect to separate mediation and arbitration in lieu of the mediation/arbitration procedure above. If separated, mediation shall precede arbitration. Separated arbitration shall be final and binding and conducted pursuant to the rules of the American Arbitration Association. The fees and expenses of the arbitrator shall be borne equally by CSEA and District. All other expenses shall be borne by the party incurring the expenses. The arbitrator shall be bound by the same rules as the arbitrator in the mediation/arbitration procedure above.
- 22.4.6 The parties shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a panel of nine (9) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be by lot. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the grievant. All other expenses shall be borne by the party incurring them.
- 22.4.7 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree on a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step. The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or such written policies, rules, regulations and procedure of this Agreement.
- 22.4.8 Neither party shall be permitted to assert any ground in arbitration if such ground was not disclosed to the other party prior to the decision being appealed to the arbitrator, or to assert any evidence known but not disclosed prior to the decision being appealed. The arbitrator shall submit in writing to all parties their findings and decision which shall be binding.

22.5 Procedures:

- 22.5.1 Tape recorders, audio devices, or certified shorthand reporters will be permitted only by mutual agreement.

- 22.5.2 Both the grievant and the management staff shall be entitled to not more than two (2) witnesses at Level III. If the witnesses are District employees, paid release time for the hearing shall be granted.
- 22.5.3 Within the time limits herein provided, either party may request a personal conference with the other party.
- 22.5.4 Failure by a grievant to comply with the time limits or to attend mutually scheduled meetings to discuss or consider the grievance, shall be deemed a termination of the grievance.
- 22.5.5 The time limits herein shall be strictly complied with, except that the parties may mutually extend such limits by written agreement prior to a time limit having been reached.
- 22.5.6 Where more than one grievant alleges the same claim arising at the same time out of identical facts with respect to the same provision of this Agreement, a group grievance may be filed. Where such grievance involves more than one immediate supervisor, it shall be filed directly at Level II. The responding level of District management shall have an additional five (5) days to investigate and respond to group grievances. Group grievances shall identify and be signed by all unit members joining as grievants.

Article 23 - Layoff and Reemployment Procedures

23.1 Reason for Layoff:

- 23.1.1 The District may lay off unit members for reasons authorized by law.

23.2 Notice of Layoff:

- 23.2.1 The District shall provide written notice of layoff to the affected unit member(s) not less than sixty (60) days prior to the effective date of layoff, informing the unit member(s) of their displacement rights, if any, and re-employment rights. Any notice of layoff shall indicate the reason(s) for layoff. The District shall also inform the CSEA Chapter President of any layoffs.
- 23.2.2 When, as a result of the expiration of a specially funded program, classified unit positions are going to be eliminated at the end of the school

year, and unit member(s) will be subject to layoff for lack of funds, the unit member(s) to be laid off at the end of such year shall be given written notice on or before April 29. 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 layoff.

23.3 Order of Layoff:

- 23.3.1 Short term classified employees shall first be laid off before any regular unit members serving in the same classification.
- 23.3.2 The order of layoff of unit members within a classification shall be determined by length of service. The unit member who has been employed the shortest time in the affected classification, plus higher classifications, shall be laid off first. A permanent unit member who is laid off and/or reduced in hours from a classification and who has previous regular service in an equal or lower classification shall have the right to bump a unit member with less seniority in that classification. Seniority shall include the total of the previous service in the equal or lower classification, plus service in the classification from which layoff occurs, and in higher classifications.
- 23.3.3 In the case of two or more unit members having the same length of service in a position, the unit member with greater overall district seniority shall retain their position. In the case of two or more unit members having the same length of service in a position and overall district seniority, the order of layoff of such unit members shall be determined by lot.
- 23.3.4 For purposes of this section and for service commencing or continuing after July 1, 1971, "length of service" shall be determined by the date a unit member first entered into probationary status in the classified service of the District. Seniority in a particular classification shall be determined by the hire date in that classification.
- 23.3.5 Nothing contained in this section shall preclude the granting of "length of service" credit for military leave of absence, unpaid illness leave, or unpaid industrial accident leave.
- 23.3.6 "Length of service" shall not be interpreted to mean any service performed prior to entering into probationary or permanent status in the classified service of the District except length of service in restricted positions as

provided in Education Code section 45105.

23.4 Demotion or Retirement in Lieu of Layoff:

- 23.4.1 A unit member subject to layoff may, in lieu of such layoff, if qualified and subject to the provisions of this section, elect to be demoted to a lower job classification or retire under the provisions of the Public Employees Retirement System (PERS) to the extent authorized by law. The right to elect demotion shall not apply to any restricted classified unit member.
- 23.4.2 To be considered for demotion in lieu of layoff, and which demotion would result in the displacement of a unit member with less length of service subject to the provisions of this Article, the unit member shall be required to notify Human Resources in writing of such election not later than five (5) work days after receiving the notice of layoff.
- 23.4.3 A unit member who elects demotion or retirement in lieu of layoff shall, nonetheless, be placed on the thirty-nine (39) month reemployment list and shall be eligible, when a classified vacancy occurs, to return to their former job classification in the order of their service as any other unit member on the list.
- 23.4.4 Eligibility for reemployment for unit members who elect demotion shall be extended for an additional twenty-four (24) months provided that the same tests of fitness under which they qualified for appointment to the classification shall still apply (Education Code section 45298).

23.5 Reemployment Procedures:

- 23.5.1 A unit member who is laid off shall be placed on a thirty-nine (39) month reemployment list. The unit member shall be required to maintain their current address and telephone number of file with Human Resources.
- 23.5.2 If, during a unit member's eligibility period for reemployment, a position in a classification to which he/she has reemployment rights becomes vacant, Human Resources shall send written notice by registered mail to the last known address of such unit member advising him/her of the vacancy. Provided the unit member meets the minimum qualifications required of the position, he/she shall be reemployed in preference to new applicants.
- 23.5.3 A unit member who receives such notice of reemployment and does not accept in writing the offer of reemployment within five (5) calendar days, shall be deemed to have rejected the offer of reemployment.

23.6 Seniority List:

23.6.1 At least thirty-five (35) calendar days prior to the effective date of a layoff, the District will provide CSEA with a seniority roster.

23.7 Effects of Layoffs:

23.7.1 Consistent with the provisions of Article 2 (Recognition) of this Agreement and Education Code section 45103, the District recognizes its obligation to not contract out, transfer or otherwise allow the performance of work formerly assigned to laid off or reduced bargaining unit members by non-bargaining unit members without the prior negotiated agreement of CSEA. This includes the use of volunteers.

23.7.2 Upon identification of any/all violations of section 24.7.1, the District shall cause the violation(s) to immediately cease and shall within sixty (60) working days forward to CSEA Chapter #37 a sum equivalent to the service fees which would otherwise have been assessed had the performance of bargaining unit duties not been transferred outside the bargaining unit.

23.8 Completion of Negotiation:

23.8.1 The parties agree that the provisions of this Article constitute the entire agreement with respect to all aspects of layoff, and the District shall not be required to meet and negotiate on this subject during the term of this Agreement. This section shall not apply to the right to negotiate the effects of a layoff.

23.9 Reduction of Hours:

23.9.1 The District and CSEA agree to bargain both the decision and effects of any District intended reduction of hours for classified unit members.

Article 24 - Safety

24.1 The District shall conform to and comply with all health, safety and sanitary requirements or regulations imposed or adopted under local, state or federal law.

The District shall maintain safe and healthy working conditions as defined in these laws and regulations.

- 24.2 A unit member has the right and the responsibility to report to their immediate supervisor any practice, condition or specific occurrence which the unit member reasonably believes poses a threat to the health or safety of any person associated with the District. Upon notification the District shall investigate and take action deemed necessary to correct any unsafe, unhealthy or hazardous condition. Upon written request, the District shall report to the unit member the status of the investigation and, if appropriate, any recommendations made resulting from the investigation.
- 24.3 If a particular job requires the use of any equipment or gear to ensure the safety of the unit member or others, the District agrees to furnish and maintain such equipment or gear and the unit member agrees to use or wear such equipment or gear at all times when necessary in the performance of their duties. Additionally, the District agrees to provide reasonable accommodation for unit members whose treating physicians have prescribed specific safety equipment in accordance with OSHA and other legal requirements.
- 24.4 No unit member shall in any way be discriminated against as a result of reporting conditions believed to be a violation of this article.
- 24.5 In the event of a grievance arising from any provision of this article, the grievance shall be submitted at Level II and shall be expedited.

Article 25 - Holidays

- 25.1 Unit members shall be entitled to the paid holidays listed below provided they are in paid status during the working day immediately preceding or succeeding the holiday.

Independence Day
Labor Day
Board Floating Holiday (Sept/Oct)
Veteran's Day
Thanksgiving Day and day after (Board holiday)
Christmas Eve (Board holiday)
Christmas Day
New Year's Eve (Board holiday)
New Year's Day

Martin Luther King Jr. Day
Lincoln's Day
Washington's Day
Spring Vacation Day (Friday of Spring recess)
Memorial Day
Juneteenth

- 25.2 When a unit member is required to work on any of the holidays specified in 26.1, he or she shall be paid for such work in addition to regular pay received for the holiday at the rate of time and one-half of the unit member's regular rate of pay.
- 25.3 When a holiday listed in 25.1 falls on Sunday, the following work day that is not a holiday shall be deemed to be the holiday in lieu of the day observed. When a holiday listed in 25.1 falls on a Saturday, the preceding work day that is not a holiday shall be deemed to be the holiday in lieu of the day observed.
- 25.4 On days which certificated employees are paid, but students are not in attendance, and where the District may not require some or all unit members to work, unit members shall have the right to choose to work their normal schedule and receive their normal pay therefore.

Article 26 - Vacation Leave

- 26.1 The amount of vacation allowance earned by unit members regularly employed on a full-time basis shall be as follows:
- 26.1.1 Zero to the completion of the third (3rd) year of credited service – equals twelve (12) days.
 - 26.1.2 Beginning of the fourth (4th) year to the completion of the sixth (6th) year of credited service – equals fifteen (15) days
 - 26.1.3 Beginning of the seventh (7th) year to the completion of the ninth (9th) year of credited service – equals eighteen (18) days.
 - 26.1.4 Beginning of the tenth (10th) year to the completion of the fourteenth (14th) year – of credited service – equals twenty-one (21) days.
 - 26.1.5 Beginning of the fifteenth (15th) year of credited service – equals twenty-five (25) days.

- 26.2 Unit members regularly scheduled to work less than full time and/or less than twelve (12) calendar months a year shall earn credit for vacation leave in proportion to how their assigned schedule bears to eight (8) hours a day and forty (40) hours a week, and/or twelve (12) calendar months per year.
- 26.3 A unit member in probationary status shall not be entitled to any paid vacation leave during their first six (6) months of employment. Credit for earned vacation allowance for any or all such employment in probationary status shall be as follows:
- 26.3.1 An employee whose employment is terminated for any reason prior to completion of the initial six (6) months of probationary employment shall not be entitled to any paid vacation allowance for all or any part of said service.
- 26.3.2 Upon satisfactory completion of the first six (6) months of probationary service, a unit member shall be granted earned vacation credit retroactive to the date of employment in probationary status.
- 26.4 In the event that a unit member with one (1) year or more of credited service is seriously injured or becomes seriously ill while on paid vacation, he/she may apply for a change in their absence status from that of authorized paid vacation to that of paid sick leave, subject to the following terms and conditions:
- 26.4.1 The unit member shall be responsible for immediately notifying Human Resources of the nature, circumstances and extent of their injury or illness; the name and address of the attending licensed physician; the anticipated duration of their physical incapacity; and shall request the application of sick leave in lieu of vacation to the absence.
- 26.4.2 The District shall have the right to verify any and all particulars of the reported injury or illness, and the unit member shall authorize any attending physician to provide all information necessary for this purpose.
- 26.4.3 The burden of proof of claim of serious injury or illness shall rest with the unit member.
- 26.4.4 The approval of all such requests is at the discretion of the District.
- 26.5 Vacation Accrual in Excess of the Maximum Amount:
Beginning with vacation earned for all or part of the year, a unit member with permanent status employed on a twelve (12) month basis shall be entitled to accrue earned but unused vacation not to exceed twenty-eight (28) days or two-hundred

twenty-four (224) hours by the end of the fiscal year. Each unit member in excess of two-hundred-twenty four (224) hours shall create and submit a vacation plan to their immediate management supervisor by June 1 for the upcoming fiscal year. If the requested excess vacation accrual plan remains unresolved the unit member may contact CSEA and/or Human Resources for resolution.

26.6 A unit member may submit a request to modify the approved excess vacation accrual plan, by notifying their immediate management supervisor

26.7 Regular Vacation Requests:

Regular vacation requests may be submitted throughout the year at least two (2) weeks in advance of dates requested by the member. The request must be submitted on ESS (Munis Self Service) or similar service. The employee's immediate administrative supervisor shall make every effort to respond within at least three (3) working days, but no later than five (5) working days, from when the request was submitted. If no response is given within five (5) working days, the regular vacation request is automatically approved. Once a regular vacation request has been approved it may be modified by mutual agreement of the immediate management supervisor and unit member. If mutual agreement of the proposed vacation request cannot be reached, the plan shall be referred to the District and CSEA for resolution considering the interests of both the District and the unit member. A manager shall not request, compel, or require an employee to come to work during a scheduled vacation.

26.7.1 A supervisor may request a vacation plan from members they supervise; the employee shall make a good faith effort to provide their supervisor with any anticipated vacation. This plan shall not prevent the employee from requesting additional vacation, so long as it is requested at least two (2) weeks in advance.

26.7.2 An employee may be requested to work and cancel their pre scheduled vacation hours in the event of an emergency or natural disaster. Employees that come to work due to an emergency or natural disaster will be paid time and a half as referenced in Article 26. The unit member will be credited the vacation hours back that they did not take.

26.8 A unit member who is absent due to an injury or illness in excess of the amount of sick leave and/or industrial accident or injury leave to which they may be entitled, shall have the right to apply earned but unused vacation time against such

absence, subject to the provisions in Article 38, section 38.3 of this Agreement.

- 26.9 Upon termination of employment, a unit member shall be paid at their prevailing hourly rate for any earned but unused vacation leave.

Article 27 - Sick Leave

- 27.1 Unit members may take sick leave when they become ill or injured or exposed to a contagious disease. Unit members may also take sick leave when an immediate family member becomes ill, is injured, or is exposed to a contagious disease.

Definition of Immediate Family: mother, father, grandmother, grandfather, or grandchild of the unit member or of the spouse or domestic partner of the unit member; and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member; step-parents and step-children or any relative living in the immediate household of the unit member, and any individual who permanently resides in the unit member's residence.

- 27.1.1 A unit member (probationary or permanent) shall earn paid sick leave in accordance with the provisions of Education Code section 45191 (twelve (12) days per fiscal year or one day per month). Unused sick leave may be accumulated and carried over year to year.

Unit members serving less than a full school year, and/or persons employed on less than a full-time basis, shall be entitled to prorated sick leave benefits as allowed in Education Code section 45136.

- 27.1.2 Probationary unit members may use six (6) days of paid sick leave.
- 27.1.3 Unit members may take sick leave when medical treatments or diagnostic examinations have to be scheduled during normal work hours.
- 27.1.4 A unit member (probationary or permanent) may use any accrued sick leave for the illness of an immediate family member as defined herein.
- 27.1.5 Pay for any day of sick leave shall be the same pay the unit member would have received if he/she they had worked that day, except as provided by Education Code section 45137 for part-time personnel.
- 27.1.6 Unit members who become ill or are injured must notify their immediate management level supervisor as soon as possible that they will be absent. If a unit member is authorized as a substitute, the unit member must

request a substitute through the Aesop substitute system as soon as possible, and no later than one (1) hour prior to the start of the work day.

In the event the Aesop substitute system is unavailable or inoperable, the unit member must call or electronically notify their supervisor as soon as possible, but not later than one (1) hour prior to the start of the workday.

In the event that a unit member is unable to notify their supervisor, or make arrangements for a substitute through the Aesop system, the unit member is responsible for providing an explanation. Unit members whose positions do not require a substitute must call or electronically notify their supervisor as soon as possible, but not later than one (1) hour prior to the start of the workday.

- 27.1.7 Unit members who are absent for five (5) consecutive work days or more shall present a doctor's verification of their absence, and the date of return to work.
- 27.1.8 The District may require a doctor's verification for any illness absence of three (3) or more consecutive days under the following conditions:
 - a) The unit member has used Sick Leave, including Personal Necessity Leave, in excess of one (1) day a month during the immediately preceding one (1) through twelve (12) months.
 - b) The unit member has accrued less than twelve (12) days of sick leave.
 - c) Unit members who have provided a doctor's verification of a chronic condition requiring absence are exempt.
- 27.2 Unit members may convert unused sick leave to retirement credit in accordance with Government Code section 20862.5, or its successor, if the unit member is filing a request for retirement.
 - 27.2.1 In situations when a unit member has used more sick leave than they have accrued, the District will deduct the equivalent hours from the final pay warrant.
 - 27.2.2 Pregnancy shall be treated as an illness for the purpose of sick leave.

Article 28 - Family Illness Leave

- 28.1 Whenever a unit employee is compelled to be absent from assigned duty to care for an ill or injured member of the employee's immediate family, as defined in Article 27 29 & 31, the employee shall be allowed full compensation for up to a total of five (5) days per school year. Verification of the illness may be required. Allowable leave shall not be accumulated from year to year.

Employees serving less than a full school year and/or less than a full time basis shall be allowed such family illness leave in proportion that the time served bears to full time service.

Article 29 - Personal Necessity Leave

- 29.1 Any unit member may use accumulated sick leave earned pursuant to Education Code section 45207 (Personal Necessity Leave) at their election in cases of personal necessity, as defined herein:

Definition of Immediate Family: mother, father, grandmother, grandfather, or grandchild of the unit member or of the spouse or domestic partner of the unit member; and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member; step-parents and step-children or any relative living in the immediate household of the unit member, and any individual who permanently resides in the unit member's residence.

- 29.2 Unit members entitled to sick leave may use but not exceed seven (7) days of such sick leave in cases of personal necessity for the following purposes:

- 29.2.1 Death of a member of their immediate family when additional leave is required beyond that provided in Article 31 of the Agreement.
- 29.2.2 Accidents involving their person or property or the person or property of a member of their immediate family.
- 29.2.3 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
- 29.2.4 Death of a close personal friend or a member of their family not defined as a member of the unit member's "immediate family."
- 29.2.5 Illness, surgery or childbirth involving a member of the immediate family with a written statement from the unit member that the presence of the

unit member was necessary.

- 29.2.6 Observance of a nationally recognized religious holiday, other than those identified on the adopted school calendar.
- 29.2.7 Attendance at wedding and/or graduation ceremonies that occur within the immediate family.
- 29.2.8 Attendance at the funeral of someone other than immediate family.
- 29.2.9 Absences consistent with this section that may only be handled during a unit member's normal working hours.
- 29.2.10 Personal necessity leave is not to be used for the purpose of vacation or for the purpose of employment outside the District.

Article 30 - Industrial Accident and Illness Leave

- 30.1 A unit member who has been regularly employed as a part of the classified service of the District for one (1) year and who is entitled to compensation insurance benefits due to injury or illness incurred while engaged in lawfully assigned functions or activities as a District employee, shall be allowed industrial accident or illness leave subject to the following conditions:
 - 30.1.1 The accident or illness must have arisen directly out of and in the course of employment by the District, and must have been reported and verified according to administrative regulations, and must be accepted by the District's workers compensation insurance carrier as a bona fide injury or illness arising out of and in the course of employment.
 - 30.1.2 The number of days of industrial accident or illness leave during any school year shall not exceed sixty (60) days for the same accident or illness, exclusive of Saturdays, Sundays, and legal holidays, excepting that when an industrial accident or illness leave overlaps into the next succeeding school year, the unit member shall be entitled to only the balance of unused leave time due him/her for the same injury or illness.
 - 30.1.3 Leave benefits shall not be applied retroactively to an injury or illness occurring prior to employment with the District.
 - 30.1.4 Leave shall commence on the first day of absence, and the amount of allowable leave shall be reduced by one day for each day of absence

authorized by said leave.

- 30.1.5 A unit member absent because of injury or illness that arose out of and in the course of employment. and for which the unit member is receiving temporary disability benefits under state law, shall not be entitled to receive wages or salary from the District which, when added to the temporary disability benefits, will exceed their normal wages or salary for a full day or full month of service.
- 30.1.6 During any such paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received under state law on account of industrial accident or illness. The District shall, in turn, make necessary adjustments for issuance to the unit member of appropriate salary warrants for payment of the unit member's salary, and shall deduct normal retirement, withholding tax and other authorized contributions.
- 30.2 Available leave shall not accumulate from year to year.
- 30.3 The period of the leave shall not be considered as a break in service of the unit member.
- 30.4 After allowable industrial accident or illness leave is exhausted, accumulated or available sick leave, accumulated compensatory time, vacation (subject to the provisions in Article 38, section 38.3 of this Agreement) or other available leave benefits may be applied against the unit member's continuing absence for the same injury and the unit member shall continue to endorse to the District their temporary disability benefit checks for the absence covered by such leave benefits.
 - 30.4.1 In applying industrial accident or illness leave benefits to a continuing absence, the number of days credited against such leave benefits shall be in proportion to the amount of daily salary that is paid by workers compensation benefits; and the unit member's leave balance available from the District shall be decreased in proportion to the amount of daily salary that is paid by workers compensation; and the unit member's leave balance available from the District shall be decreased in proportion to the amount of daily salary that is paid by the District.

The Superintendent or designee shall be responsible for determining the formula by which computations shall be made of the proportionate amounts of daily salary paid by workers compensation and by the District.

- 30.5 When all paid or unpaid leaves of absence have been exhausted following an industrial accident or industrial illness, the unit member shall be placed in unpaid status, and their name shall be placed on the reemployment list for the classification from which he/she was on leave for a period not to exceed thirty-nine (39) months.
- 30.6 A unit member who fails to accept an appropriate assignment after being medically approved shall be removed from the reemployment list. Appropriate assignment is defined as an assignment to the unit member's former classification, in their former status and time basis, and in assignment areas in which the unit member has made himself/herself available.

Article 31 - Bereavement Leave

- 31.1 Definition: Immediate family is defined as mother, father, grandmother, grandfather, or a grandchild of the unit member or the spouse or the domestic partner of the unit member and the spouse or the domestic partner of the unit member, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member, or the unit member's spouse, or anyone with a similar relationship to the domestic partner of the unit member.
- 31.2 Unit members shall be granted a leave of absence not to exceed five (5) working days of full pay for each instance when absence is occasioned by reasons of death in the immediate family of such unit member.
- 31.2.1 If the travel necessitated by the death is beyond four hundred (400) miles one way, six (6) working days shall be granted.
- 31.2.2 Unit members shall be granted an additional ten (10) working days in the event of the death of their spouse, child, or domestic partner.

Article 32 - Reproductive Loss Leave

- 32.1 In accordance with applicable law, in the event of a reproductive loss event, members shall be granted up to 5 days of reproductive loss leave. If a member experiences more than one reproductive loss event within a twelve month period, member's leave shall not exceed 20 days within a 12-month period.
- 32.2 Reproductive loss leave shall be deducted from family illness leave prior to use of sick leave or vacation.

Article 33 - Jury Duty and Witness Leave

- 33.1 Leave of absence for jury service shall be granted to any unit members who have been officially summoned to jury duty, during their assigned work hours, in local, state, or federal court. Leave shall be granted for the period of the jury service, and the unit member shall receive full pay while on leave. Request for jury service leave shall be made by presenting the official court summons to jury service to the unit member's immediate management supervisor.
- 33.2 Leave of absence to serve as a witness in a court case shall be granted a unit member when he/she has been served a subpoena to appear as a witness, not as the litigant in the case. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The unit member shall receive full pay during the leave period, provided that the witness fee for such leave of absence to serve as a witness should be made by presenting the official court summons to the unit member's immediate management supervisor.
- 33.3 A unit member granted leave with pay under this Article shall make himself/herself available for work during normal hours when their presence is not required in court.
- 33.4 Any day during which a unit member who is assigned to the second shift and who is required to serve on a jury or appear in court under subpoena as defined in this Article, shall be relieved from work with pay for the number of hours served.

Article 34 - Leave of Absence without Pay

- 34.1 Leave of absence without pay may be granted to a permanent unit member upon the written request of the unit member and the approval of the Superintendent or designee, subject to the following restrictions:
- 34.1.1 Leaves of absence without pay may be granted for any period not exceeding one (1) year, except that leave of absence for military service shall be granted as provided by the Education Code and the Military and Veterans Code, and leave of absence for service in the Peace Corps, or the Red Cross or Merchant Marine during time of national emergency, may be granted for a period not to exceed twenty-seven (27) months.
- 34.1.2 Leaves of absence will only be granted for purposes that are in the best interests of the District.
- 34.1.3 Upon return from a leave of absence after the time specified for the leave,

the unit member shall be reinstated to either:

- a) A position equivalent in duties and salary to that which the employee occupied at the time their request for leave was granted exists, or;
- b) A position of lower classification and salary that the unit member is qualified to fill exists.

- 34.2 The period a unit member is on a leave of absence without pay shall not be construed as a break in service, but the time spent on such a leave shall not be counted as service for purposes of sick leave, vacation leave, or other paid leaves, career increment, retirement credit, or fringe benefits paid by the District.
- 34.3 Failure to report to duty within five (5) working days after a leave of absence expires shall be considered as a voluntary resignation on the part of the unit member.

Article 35 - Personal Absence Leave

- 35.1 Unit members entitled to sick leave may use up to four (4) days per year of their own sick leave for personal use for which no reason must be given. Personal Absence Leave shall not accumulate from year to year, nor shall it be used for work stoppage, other concerted activities or gainful employment outside of the District.
- 35.2 The particular date(s) on which Personal Absence Leave may be taken is subject to approval by the unit member's immediate management supervisor. Unit members shall make every reasonable effort to provide a minimum of three (3) working days advance notice. The particular date(s) on which leave may be taken is subject to approval by the immediate management supervisor.
- 35.3 Personal Absence Leave may be used in full-hour increments.

Article 36 - Parental Leave

- 36.1 A permanent unit member shall have the right to use illness/injury leave provided for in Article 27 (Sick Leave) and Article 39 (Extended Sick Leave) for absences necessitated by pregnancy, miscarriage, childbirth, and recovery therefrom.
- 36.2 The unit member may continue in active employment as late in their pregnancy as they desire and is approved by their physician.
- 36.3 Upon request, a unit member shall be granted an unpaid leave of absence when they're medically disabled from performing their job duties for reasons of pregnancy and/or

convalescence following childbirth.

- 36.4 The unit member shall have the option to remain an active participant in the District health insurance plans on a self-paid basis.
- 36.5 The District shall comply with applicable provisions of the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). This applies to both birthing and non-birthing parents.
- 36.6 A new parent shall be entitled to, for the purpose of parental leave, a maximum of ten (10) work days of unpaid leave within one year of the birth or adoption of a child. Of the 10 days of leave, the unit member may apply five (5) Family Illness days, if available, from Article 28 for 5 days paid leave and 5 days unpaid leave.

Article 37 - Military Leave

- 37.1 Military leave of absence shall be granted and compensated in accordance with the Military and Veterans Code and Education Code.

Article 38 - Catastrophic Sick Leave Bank

All regular classified unit members may participate in the Universal Catastrophic Leave Bank as provided for in the following Board policies and Administrative Regulations:

- BP 4261.9 Catastrophic Leave Program
- AR 4261.9 Catastrophic Leave Program
- Exh 4261.9 Universal Catastrophic Leave Bank Program

All District policies and regulations are accessible on the District website. No changes or alterations to these policies will be made without prior consultation with the District's employee associations.

Article 39 - Extended Sick Leave

- 39.1 Unit members who are absent because of illness or accident and have used up the total number of days of current and accumulated sick leave shall receive fifty percent (50%) of their regular salary up to a maximum of one hundred (100) working days. The one hundred (100) working days shall exclude all eligible paid holidays.
- 39.2 For purposes of this article, "regular salary" means the amount the employee would have earned in their regular assignment had he/she not been absent, but shall not include any overtime pay.

- 39.3 For purposes of this article, unit members shall be credited each year with one hundred (100) working days of extended injury or illness leave. The one hundred (100) days shall not accumulate from year to year. The one hundred (100) day period begins after all sick leave and personal necessity leave are exhausted. Then any approved catastrophic leave and/or vacation leave may run concurrently. Unit members are not required to use accrued vacation leave, but may do so at their option to augment the half day of extended illness/injury leave. This option must be exercised in writing within five (5) working days of notification by the District. No waivers are permitted.
- 39.4 Nothing in this article shall be construed as authorizing the application of full or partial pay for periods of time during which an employee would not normally be assigned to work.
- 39.5 Entitlement to leave under this section, if any, shall be considered “entitlement to other sick leave” for the purpose of computing benefits under the provisions of Education Code Section 45192 if the absence is determined to be due to industrial accident or illness. Accordingly, extended sick leave at fifty percent (50%) of regular pay shall commence after the employee has used sixty (60) work days of leave under Section 45192, if the employee is medically unable to return to work.
- 39.6 As provided by Education Code Section 45195, permanent employees who exhaust all entitlement to available paid leave and are medically unable to return to work, shall be noticed of their right to request additional leave, unpaid, for a period of one year. Once all leaves, paid and unpaid, have been exhausted and the unit member is unable to return to work, he/she shall be placed on the 39-month reemployment list as provided by law.
- 39.7 A unit member shall be required to present written verification of illness from their treating physician in order to use extended sick leave described in this article. Failure to provide written verification when requested may result in refusal by the District to pay the unit member for sick leave taken under this section.

Article 40 - Professional Learning Program

- 40.1 The intent of this incentive-based professional learning program is to encourage unit members to voluntarily gain increased knowledge and skills which enhance their ability to fulfill the mission of the District; to provide an opportunity for advancement to new positions; or to provide the unit member with the awareness of the importance of increased knowledge and skill needed to fulfill their role in the education of students. This is an award type program based upon the accumulation of points which will eventually translate into a professional learning award.

40.2 Procedures:

- 40.2.1 Review Committee: The Professional Learning Committee, hereinafter referred to as the PL Committee, shall meet annually to review applications for professional learning points.
- 40.2.2 Composition of Committee: The PL Committee shall consist of at least one (1) representative from each of the following groups of employees appointed by the CSEA:
- a) Accounting and Clerical/Purchasing-Warehouse
 - b) Maintenance & Operations/Custodial
 - c) Instructional
 - d) Food Service
 - e) Technology
 - f) Pupil Services

The following shall be permanent members of the PL Committee:

- a) A school site Principal, Assistant Principal, or District Administrator
 - b) Coordinator, Classified Personnel
 - c) HR Benefits Analyst
 - d) CSEA President or designee
- 40.2.3 Tenure of PL Committee
- 40.2.3.1 Because of the technical nature of committee responsibility, turnover on the committee shall be kept at a minimum. To assure continuity, one-half of the members of the committee shall be appointed at one time and committee members shall serve three (3) year staggered terms. Terms of committee members shall begin in July and end in June. A Chair and a Secretary shall be appointed by the committee.
- 40.2.3.2 Should a vacancy occur on the committee, the CSEA shall fill the vacancy by appointment for those positions which the CSEA originally appointed and from the same job family in which the vacancy occurred.
- 40.2.3.3 The CSEA shall designate a representative from each of the groups listed in Article 40.2.2 A-F to serve on the Committee

and shall reappoint representatives as the previous term of office expires.

40.2.4 Duties of Committee

40.2.4.1 On an as needed basis, prepare and revise policies and procedures and lists of representative courses for recommendation to the CSEA and the District; the listings shall not be exclusive, but will serve as example and guides only.

40.2.4.2 Evaluate activities for professional learning points.

40.2.4.3 Annually provide the Payroll Department with a listing of those unit members who have earned Professional Learning increments for that fiscal year.

40.3 Standards and Guidelines for Participation in the Professional Learning Point Program

40.3.1 Points may be earned through participation in any of the following:

40.3.1.1 College courses, adult school courses, trade and business school courses, in residence or on-line.

40.3.1.2 Committee approved workshops, orientation, and professional learning.

40.3.1.3 Attendance at educational conferences.

40.3.1.4 Leadership activities in county, state and national educational organizations, and in professional organizations approved for this purpose by the committee.

40.3.1.5 Other committee approved coursework.

40.3.2 A representative list of courses for each general group of employees offered at an accredited college, community college, trade or business school, or adult education department will be created by the committee and included as Exhibit E in this Agreement.

40.3.3 It is recommended that prior approval of the committee be obtained for

courses not included on the list of representative courses but offered at an accredited college, adult school, or university.

- 40.3.4 Any approved course can be applied toward professional learning increments.
- 40.3.5 The subject matter of the course should relate to the position currently occupied by the unit member or should meet the requirements for professional learning.
- 40.3.6 All professional learning candidates taking courses must obtain a passing grade of “C” or better; a certificate of satisfactory completion of a course, or a grade of “Pass” in a course which does not provide a letter grade, in order to receive points for the course.

One (1) point shall be awarded per completed unit. For example, successful completion of a four (4) unit community college course would be worth four (4) points.

- 40.3.7 Unit members must submit evidence of satisfactory completion of coursework within one (1) calendar year from the date of the completion of the coursework in order to receive professional learning points for that coursework.
- 40.3.8 Points will not be awarded to a unit member who is on leave from the District to become a full-time or part-time student.
- 40.3.9 Courses may not be repeated unless special permission is granted by the committee. Such repeat courses must contain different subject matter.
- 40.3.10 Course work must be verified by official transcript or certificate. All other work must be verified by acceptable verification and must be filed in Human Resources by July 31 of each year in order to receive a professional learning increment for that fiscal year.
- 40.3.11 Credit for involvement in a professional organization or CSEA shall be equated as follows:
 - 40.3.11.1 Six (6) points for service as a CSEA president for each year of such service.

- 40.3.11.2 Three (3) points for service as a local CSEA officer, other than president, for each year of such service (i.e., a member of the CSEA/ organization's executive board, vice-president, treasurer, secretary or other elected or appointed office).
- 40.3.11.3 Three (3) points for service as a state/national CSEA representative for each year of such service.
- 40.3.11.4 Up to a maximum of eight (8) points per year for committee work, which will be computed on an hour-for-hour basis at .0625 points per hour.
- 40.3.11.5 CSEA site representatives shall receive one (1) point for each year of such service.
- 40.3.11.6 A maximum of seventy-five percent (75%) of any single increment (11.25 points) may be earned utilizing the points awarded under Sections 40.3.11.1 and 40.3.11.2. The remainder of the points required for an increment (3.75) must be earned under other provisions of this article.
- 40.3.12 Courses not offering semester or quarter units, and other types of educational courses that the committee has granted approval for, will receive points based on total hours of participation. For such courses and/or activities a certificate or signed documentation verifying satisfactory completion from the school of attendance must be submitted with the Professional Learning Application form.
- 40.3.13 Credit for hours of participation in District-sponsored workshops, orientation, professional learnings, educational conferences, and other similar programs approved by the committee and credit for such programs shall have points equated as follows:
 - 40.3.13.1 Participation in such programs will be credited at .0625 points for each hour, with sixteen (16) hours equaling one (1) point.

The following chart shall illustrate the value of each hour of such credit:

# of Hours	Points @ .0625
1.0	.0625
2.0	.1250

3.0	.1875
4.0	.2500
5.0	.3125
6.0	.3750
7.0	.4375
8.0	.5000
9.0	.5625
10.0	.6250
11.0	.6875
12.0	.7500
13.0	.8125
14.0	.8750
15.0	.9375
16.0	1.000

40.3.14 Fifteen (15) professional learning points shall be required for each professional learning increment.

40.3.15 This program is not intended to restrict in any way the professional learning and self-improvement efforts a classified employee may undertake on their own initiative. However, such professional learning shall be considered applicable to a professional learning increment only if it meets the requirements specified by this policy and implementing regulations of the committee.

40.4 Eligibility for Participation in the Professional Learning Program

40.4.1 All regularly employed, permanent Classified employees who are in active, paid status with the District shall be eligible to participate in the Professional Learning Program.

40.4.2 For purposes of determining eligibility for any professional growth increment the term “regularly employed classified employee” shall include persons serving in regular Classified positions who have completed their initial probationary period and work at least twenty (20) hours per week, nine (9) months per year.

40.4.3 To qualify for a professional learning increment, the unit member must perform their job satisfactorily.

40.5 General Rules and Regulations for Professional Learning Increments

40.5.1 The procedures and compensation described in this Article shall become effective on July 1, 2015. Unit members who already receive a professional growth increment will continue to receive the increment rate that prevailed at the time the increment was awarded.

40.5.2 One or more professional learning increment(s) in the maximum amount of one hundred fifty (\$150) per fiscal year not to exceed six (6) such increments in the maximum amount of nine hundred (\$900) may be awarded to a regularly employed classified employee (as previously defined in this Article) subject to the conditions set forth in this section.

Regular Classified employees who provide proof (official transcripts) of a Master's degree or professional certification such as that of Certified Public Accountant (CPA), shall be paid an annual premium of eight hundred seventy (\$870). Such employees shall be allowed to earn professional learning increments up to the maximum amount of one thousand, five hundred (\$1,500).

Regular Classified employees who provide proof (official transcripts) of a BA/BS degree from an accredited college or university shall be paid the equivalent of two (2) increments or three hundred (\$300).

Regular classified employees who earn a Master's degree, and already possess a Bachelor's degree, shall be paid the Master's premium only.

The total allowable amount of advanced degree premium pay and professional learning increments shall not exceed one thousand, five hundred (\$1,500) except in the case of a unit member who presents proof of a doctoral degree, in which case the maximum shall be the prevailing rate for the doctoral stipend. At the time of this agreement that amount is one thousand, six hundred ninety-seven and forty-four cents (\$1,697.44).

40.5.3 Increments shall be awarded beginning with the fiscal year following the earning of the fifteen (15) increment points required and upon certification of satisfactory service.

40.5.4 Professional learning increments shall be increased by the same percentage as each years' negotiated increase to the classified salary schedule, up to a maximum amount of one thousand, five hundred (\$1,500).

- 40.5.5 Earned professional learning increments shall be paid in addition to the unit member's regular monthly salary, and shall be subject to customary payroll deductions.
 - 40.5.6 A unit member must be in paid status to receive the professional learning increment he/she has been awarded, and such payments will end when their employment is terminated for any reason.
 - 40.5.7 Credit will not be given for professional learning activities completed prior to the unit member's beginning date of employment.
 - 40.5.8 Records concerning the Professional Learning Program shall be maintained by Human Resources.
 - 40.5.9 Permanent employees who are promoted or transferred to a new classification may earn increment points while in probationary status in the new classification provided the points earned are in compliance with this Article.
- 40.6 Qualification for Initial Professional Learning Increment
- 40.6.1 Increment points applicable to the initial professional learning increment may be allowed retroactively provided (a) the points were earned after the beginning date of employment; (b) the candidate was actively and regularly employed by the District at the time the points were earned; (c) the increment points are verified through the efforts of the unit member and are approved by the committee in accordance with the requirements of this section.
 - 40.6.2 If more than the necessary number of points is earned for any of the second or subsequent professional learning increments, the excess number will be carried over to the next succeeding increment.

Article 41 - Health and Welfare Benefits

41.1 Eligibility:

- 41.1.1 Unit members working a regular assignment of six (6) or more hours per day are eligible for health & welfare benefits on a cost-sharing basis. Unit members shall contribute the difference between the District contribution

and the actual cost of the benefit plan.

41.1.2 Medical, dental, vision and life insurance benefits will be effective the first of the month following thirty (30) calendar days after the hire date.

41.2 Plans and Rates:

41.2.1 Effective October 1, 2014, through the life of this contract, unit members shall refer to Exhibit C or the District website, for current medical, dental, vision and voluntary health plans and rates.

41.3 District Contribution:

41.3.1 Beginning July 1, 2024 the District will pay an annual contribution for medical and dental benefit premiums of 75%. The employee will cover 25%.

41.4 Cash-in-Lieu Eligibility:

41.4.1 Unit members hired before 1992 shall have the option of receiving two hundred fifty (\$250) per month if they waive medical insurance coverage. Unit members receiving cash-in-lieu may purchase dental coverage and other voluntary plans at their own expense. The maximum amount of cash-in-lieu a unit member shall receive in one year will be two thousand, five hundred (\$2,500).

The cash-in-lieu amount shall be prorated for eligible part-time unit members.

41.5 Grandfathered Unit Members:

41.5.1 Unit members hired prior to July 1, 2009 in less-than-full-time positions, and were at that time eligible for health and welfare benefits, shall be grandfathered and allowed to remain on health and welfare plans.

41.5.2 Health and welfare benefits for unit members working less-than-full-time but at least six (6) hours per day, for twelve (12) months, shall be prorated at one hundred percent (100%) of the District contribution cap.

41.6 Retired Unit Members:

- 41.6.1 Permanent unit members working fifty percent (50%) time or more at the time of their retirement, and have rendered ten (10) years or more of regular, permanent service, and are between the age of fifty-five (55) and sixty-five (65), shall be paid the following benefit:

Premium cost of medical insurance coverage for the unit member only for benefits provided under section 41.1.2, up to a maximum amount of one thousand (\$1,000) per year until age sixty-five (65). Upon attaining age sixty-five (65), retired unit members shall be eligible to maintain District sponsored retiree benefits at their cost.

- 41.6.2 Unit members hired prior to October 7, 1982 as regular permanent unit members, and working fifty percent (50%) time or more at the time of their retirement, and who have rendered twenty (20) or more years of regular, permanent service, and are fifty-five (55) years of age or older, shall be paid the following benefit:

Premium cost for medical insurance coverage for the unit member only for benefits provided under section 41.1.2 up to a maximum of five hundred (\$500) per year.

This section shall not apply to any unit member hired on or after October 7, 1982.

- 41.6.3 Premium rates for insurance plans for retired unit members shall be determined by an actuarial assessment of retired unit members as a separate group.
- 41.6.4 Benefits provided under this section shall be subject to and offset by any medical insurance benefits to which the retired unit member is otherwise entitled under any other public program.

41.7 Domestic Partners:

- 41.7.1 Coverage available under District-sponsored benefit plans shall be extended to domestic partners pursuant to carrier regulations and law.

Article 42 - Promotions/Hiring Procedures

42.1 Definition:

42.1.2 A promotion shall be defined as any voluntary change of classification, except reclassification, which results in placement at a higher salary rate.

42.2 Application Process:

42.2.1 Following the first consideration of any/all transfer applicants, if a vacancy remains unfilled, other unit members who meet the minimum qualifications in the job announcement may apply and will be granted an interview.

42.3 Interview Panel:

42.3.1 All job vacancy interviews shall be conducted under the direction of the Human Resources department who shall exercise due diligence, as with transfer considerations, to provide that the interview panel for each position vacancy shall remain the same for all interviews for that position. The interview panel shall consist of at least three (3) representatives and shall include a bargaining unit member familiar with the duties of the position, an administrator with jurisdiction over the position, and a representative of the Human Resources department, or a designee outside the department of the position for hire. The designee shall be given a brief training by HR in advance of their participation in the interview panel.

42.3.2 In order to avoid even the appearance of a conflict of interest and to help ensure the objective selection of the most qualified candidates, the number of representatives of the department or site where the vacant position is assigned shall be in balance with, but in any event, shall not exceed the number of neutral representatives on the panel. All job interviews will be conducted at the District Office or another site location than that to which the position is to be assigned.

42.4 Selection Criteria:

42.4.1 A bargaining unit member will be selected for a vacant promotional position when the unit member has successfully completed the interview process, and been deemed as qualified as any other candidate, within the rule of

reason, by application but not limited to one or more of the following criteria:

1. Job related education/training
2. Overall performance evaluation
3. Certifications/licenses/ recent professional learning
4. Specific experience
5. Preferred skills
6. Satisfactory or better references

42.4.2 Pursuant to Board policies, the Human Resources department shall follow procedures and protocols as in the case of transfer applications to ensure that unit member candidates for promotional positions who are fully qualified shall be given preferential consideration.

42.5 Right to Return:

42.5.1 A unit member selected for promotion shall serve a probationary period of six (6) months, and shall be evaluated at least once during that period. A permanent unit member who accepts a promotion and fails to complete the promotional probation shall be employed in the classification from which he/she was promoted.

42.6 Promotability:

42.6.1 A unit member denied a promotion shall be notified within five (5) work days after recruitment has been completed. The unit member may request a meeting with Human Resources to discuss the reasons for denial and to receive counsel for future success. The final selection is within the sole discretion of the District.

Article 43 - Severability

43.1 Savings Clause: If during the life of this Agreement there exists any applicable law or any applicable rule, regulation or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

Article 44 - Term

44.1 This Agreement applies to employees who are unit employees on and after the date this agreement legally goes into effect. This Agreement shall remain in full force and effect through June 30, 2027. Negotiations will resume for the 2026-2027 school years, for which the parties agree to reopen Article 9 (Wages), Article 41 (Health and Welfare Benefits) and three other Articles for each party.

Article 45 - Completion of Negotiations

45.1 This Agreement contains the agreement of the parties to all existing matters. Nothing herein precludes the parties, by mutual consent, to meet and negotiate on any subject within the scope of bargaining. Neither party can demand further negotiations on any subject unless it is an express provision of this agreement.



CSEA AND ITS CHAPTER #37

Santa Barbara Unified School District

7-1-2025

5/29/2025

Date

Date

Exhibit A: Bargaining Unit Classifications & Salary Ranges

Job Family	Position	Salary Range
Accounting/Fiscal	Accounting Assistant	35
Accounting/Fiscal	Accounting Technician I	42
Accounting/Fiscal	Accounting Technician II	45
Accounting/Fiscal	Accounts Payable Technician	37a
Accounting/Fiscal	Fiscal Analyst	56a
Accounting/Fiscal	Payroll Assistant	33a +
Accounting/Fiscal	Payroll/Retirement Specialist	52
Accounting/Fiscal	Payroll Technician	41 +
Accounting/Fiscal	Position Control Technician	50a
Clerical/Secretarial	Administrative Assistant IV	50a +
Clerical/Secretarial	Administrative Secretary I	34a +
Clerical/Secretarial	Administrative Secretary II	36a +
Clerical/Secretarial	Administrative Secretary III	40a + #
Clerical/Secretarial	Assistant Office Coordinator	31a +
Clerical/Secretarial	Attendance Assistant	26 +
Clerical/Secretarial	Attendance Technician	28 +
Clerical/Secretarial	Continuation High School Office Manager	38a +
Clerical/Secretarial	District Records Technician	33a +
Clerical/Secretarial	Elementary School Office Assistant	28 +
Clerical/Secretarial	Elementary School Office Manager I	39a + #
Clerical/Secretarial	Elementary School Office Manager II	40a + #
Clerical/Secretarial	Junior High School Office Manager	40a + #
Clerical/Secretarial	Office Assistant	24 +
Clerical/Secretarial	Registrar	37a +

Job Family	Position	Salary Range
Clerical/Secretarial	Secretary	32a + #
Clerical/Secretarial	School Financial Technician	39a
Clerical/Secretarial	Administrative Support Technician	34a +
Clerical/Secretarial	Senior Office Assistant	28a +
Clerical/Secretarial	Special Education Data Specialist	50a
Clerical/Secretarial	Staff Secretary	32a +
Custodial	Athletic Equipment Custodian	30a
Custodial	Custodian	25a
Custodial	Head Custodian I	31a #
Custodial	Head Custodian II	34a #
Custodial	Head Custodian III	37a #
Custodial	Lead Custodian	29
Early Education/After School	ASES/AOK Assistant Site Coordinator	34 +
Early Education/After School	ASES/AOK Site Coordinator I	37 +
Early Education/After School	ASES/AOK Site Coordinator II	39 +
Early Education/After School	Paraeducator CDP	16 +
Early Education/After School	Paraeducator After School/Expanded Learning Program	25a
Early Education/After School	Paraeducator - CalSafe	20a
Early Education/After School	Paraeducator - Early Education & Support	25a +
Early Education/After School	Program Assistant	42
Early Education/After School	Assistant Program Supervisor	50 +
Early Education/After School	Program Supervisor	56 #
Family Engagement & Partnership	Coordinator Student/Community Relations	36 + #

Job Family	Position	Salary Range
Family Engagement & Partnership	Family Engagement Liaison - School Site Level	36 + #
Family Engagement & Partnership	Family Engagement & Partnership Liaison - Elementary	38 + #
Family Engagement & Partnership	Family Engagement & Partnership Liaison - Secondary	40 + #
Family Engagement & Partnership	Family Engagement Liaison - District Level I	40 + #
Family Engagement & Partnership	Family Engagement Liaison - District Level II	50a + #
Family Engagement & Partnership	Lead Family Engagement & Partnership Liaison	56a + #
Food Service	Federal Food Service Programs Coordinator	40a +
Food Service	Food Service Office Manager	46 +
Food Service	Food Service Purchasing & Inventory Control Technician	46
Food Service	Food Service Assistant II	18
Food Service	Food Service Site Coordinator I	28a
Food Service	Food Service Site Coordinator II	31a
Food Service	Food Service Site Coordinator III	34a
Food Service	Kitchen Lead	36a +
Food Service	Lead Food Service Worker	24
Food Service	Multi-Skill Cook	30a
Gardening/Grounds	Gardener	26a #
Gardening/Grounds	Grounds Equipment Operator	34a #
Gardening/Grounds	Irrigation Technician	42 # / 44 *#
Gardening/Grounds	Operations Foreperson	60 #
Gardening/Grounds	Senior Gardener I	30a
Gardening/Grounds	High School Groundskeeper	37a

Job Family	Position	Salary Range
Health Services	Athletic Trainer	37
Health Services	Licensed Nurse I	48 +
Health Services	Licensed Nurse II	58 +
Health Services	Mental Health Therapist	72 #
Health Services	School Health Assistant	31 +
Health Services	Wellness Coordinator	40 +
Human Resources	HR Generalist	33a +
Instructional	Behavior Intervention Specialist/BCBA	73 +#
Instructional	Career Center Technician	32 +
Instructional	Curriculum Specialist	43 +
Instructional	Paraeducator - Bilingual	21 +
Instructional	Paraeducator	20 +
Instructional	Interpreter - Hearing Impaired	48
Instructional	Intervention Center Assistant	28 +
Instructional	School Occupational Therapist	68 +
Instructional	SE Paraeducator - IBI	32 +
Instructional	SE Paraeducator - WIN	33 +#
Instructional	SE Paraeducator I	25 +
Instructional	SE Paraeducator II	30 +
Instructional	Speech Pathologist Assistant - Bilingual	63 +
Instructional	Study Hall Supervisor	25
Instructional	Theater Technician	39a
Library Media Services	Elementary Lead Library Technician	39a

Job Family	Position	Salary Range
Library Media Services	Library Technician	30 +
Maintenance & Operations	Carpenter	46 #
Maintenance & Operations	Electrician	49 #
Maintenance & Operations	Electro/Mechanical Foreperson	60 #
Maintenance & Operations	Equipment Mechanic	46 #
Maintenance & Operations	Fire Alarm/Low Voltage Technician	49 #
Maintenance & Operations	HVAC Mechanic	52 # / 54 ^#
Maintenance & Operations	Light Construction Foreperson	60 #
Maintenance & Operations	Locksmith	50a #
Maintenance & Operations	Low Voltage Systems Technician	52 #
Maintenance & Operations	Multi-Skill Tradesman Carpentry/Painting	46 #
Maintenance & Operations	Multi-Skill Tradesman Electrical-Plumbing	49 #
Maintenance & Operations	Painter	46 #
Maintenance & Operations	Plumber	49 # / 51* #
Maintenance & Operations	Senior Carpenter	50a #
Maintenance & Operations	Senior Electrician	51 #
Maintenance & Operations	Senior HVAC Mechanic	54 # / 56a ^#
Maintenance & Operations	Senior Painter	48a #
Maintenance & Operations	Senior Plumber	52 # / 54 *#
Maintenance & Operations	Swimming Pool Operator	40a #
Maintenance & Operations	Welder	46 #
Planning	Construction Documents Technician	39a
Planning	Planning Department Specialist	50a #
Student and Family Services	Aquatic Activities Coordinator	32a

Job Family	Position	Salary Range
Pupil Services	Campus Safety Assistant - Elementary	22 +
Pupil Services	Campus Safety Assistant	28 + #
Pupil Services	Crisis Care Specialist	70 + #
Pupil Services	Clinical School Social Worker I	70 +
Pupil Services	Clinical School Social Worker II	72 +
Pupil Services	Lead Youth Outreach Worker	60 + #
Pupil Services	Playground Supervisor	16
Pupil Services	School Program Liaison	36a +
Pupil Services	Youth Outreach Worker	40 +
Purchasing/Warehouse	Buyer	45
Purchasing/Warehouse	Purchasing Assistant	32a
Purchasing/Warehouse	Purchasing Technician	41
Purchasing/Warehouse	Warehouse Operations Team Leader	40a #
Purchasing/Warehouse	Warehouse Worker	30a #
Specialized	Assessment and Accountability Specialist	55
Specialized	Classified on Release Assignment (CORA)	TBD
Specialized	Communications Specialist	49 +
Specialized	District Educational Interpreter-Translator	60 #
Specialized	Videographer/Editor	48a
Technology	IT Help Desk Technician	34a +
Technology	IT Support Specialist I	40a #+
Technology	IT Support Specialist II	46 #+
Technology	IT Systems Administrator & Support I	58a #
Technology	IT Systems Administrator & Support II	64 #

Job Family	Position	Salary Range
Technology	Education Data Specialist I	50a
Technology	Education Data Specialist II	56a
Technology	District Attendance Specialist	50a
Technology	Mobile Device Administrator I	50a
Technology	Mobile Device Administrator II	56a
Technology	Network Administrator	70a #
Technology	Programmer/Analyst I	66
Technology	Programmer/Analyst II	72a
Technology	Technical Secretary	40a

Notes:

- * Range assignment depends on Backflow certification
- + Designates job classification is eligible for Language Services Premium Pay
- # Designates job classification is eligible for Cell Phone Stipend
- ^ Range assignment depends on Boiler Training certification

Exhibit B: Salary Schedule

EXHIBIT B

2024-25 Classified Base Pay Salary Schedule - Collapsed

Range	1	2	3	4	5	6-8	9-11	12-14	15-17	18-20	21
16	18.65	19.32	20.02	20.82	21.58	22.56	23.11	23.71	24.30	24.88	25.88
17	19.01	19.70	20.46	21.24	22.06	23.06	23.63	24.23	24.84	25.45	26.47
18	19.38	20.09	20.90	21.66	22.53	23.56	24.14	24.76	25.39	26.02	27.06
19	19.45	20.21	20.99	21.81	22.69	23.72	24.31	24.95	25.59	26.23	27.28
20	19.53	20.33	21.09	21.96	22.86	23.88	24.49	25.15	25.78	26.44	27.50
20a	19.60	20.40	21.16	22.04	22.94	23.97	24.58	25.24	25.88	26.54	27.60
21	19.66	20.34	21.26	22.11	22.99	24.05	24.66	25.31	25.97	26.65	27.72
22	19.97	20.75	21.66	22.54	23.48	24.57	25.21	25.88	26.56	27.26	28.35
23	20.13	20.95	21.86	22.75	23.72	24.83	25.48	26.16	26.86	27.56	28.66
24	20.28	21.16	22.06	22.97	23.96	25.10	25.75	26.44	27.15	27.86	28.97
25	20.36	21.21	22.09	23.00	24.02	25.19	25.85	26.58	27.29	28.00	29.11
25a	20.44	21.29	22.17	23.09	24.12	25.29	25.95	26.68	27.40	28.10	29.23
26	20.75	21.65	22.55	23.54	24.53	25.70	26.38	27.12	27.83	28.56	29.70
26a	20.83	21.73	22.64	23.63	24.62	25.79	26.48	27.22	27.94	28.67	29.81
27	21.21	22.09	23.00	24.02	25.04	26.32	27.04	27.78	28.52	29.24	30.41
28	21.65	22.55	23.54	24.53	25.54	26.85	27.58	28.34	29.10	29.84	31.04
28a	21.73	22.64	23.63	24.62	25.64	26.95	27.68	28.44	29.21	29.96	31.16
29	22.17	23.09	24.12	25.13	26.29	27.46	28.20	28.97	29.75	30.54	31.76
30	22.55	23.54	24.53	25.54	26.70	28.02	28.77	29.56	30.35	31.13	32.38
30a	22.64	23.63	24.62	25.64	26.80	28.12	28.88	29.67	30.47	31.25	32.50
31	23.00	24.02	25.04	26.19	27.19	28.56	29.28	30.13	30.94	31.75	33.02
31a	23.09	24.12	25.13	26.29	27.30	28.67	29.39	30.24	31.06	31.87	33.14
32	23.54	24.53	25.54	26.70	27.84	29.23	30.05	30.84	31.67	32.51	33.81
32a	23.63	24.62	25.64	26.80	27.95	29.34	30.17	30.96	31.79	32.63	33.93
33	24.02	25.04	26.19	27.19	28.40	29.85	30.65	31.52	32.35	33.21	34.54

Range	1	2	3	4	5	6-8	9-11	12-14	15-17	18-20	21
33a	24.12	25.13	26.29	27.30	28.51	29.97	30.76	31.64	32.47	33.34	34.67
34	24.53	25.54	26.70	27.84	29.07	30.56	31.41	32.24	33.10	33.97	35.33
34a	24.62	25.64	26.80	27.95	29.18	30.68	31.53	32.36	33.23	34.10	35.46
35	25.13	26.29	27.30	28.51	29.80	31.32	32.13	33.03	33.91	34.79	36.19
36	25.54	26.70	27.84	29.07	30.39	31.89	32.71	33.63	34.53	35.42	36.84
36a	25.64	26.80	27.95	29.18	30.51	32.01	32.84	33.76	34.66	35.56	36.98
37	26.19	27.19	28.40	29.69	31.00	32.53	33.40	34.31	35.23	36.15	37.59
37a	26.29	27.30	28.51	29.80	31.12	32.65	33.52	34.44	35.37	36.28	37.74
38	26.70	27.84	29.07	30.39	31.70	33.37	34.24	35.17	36.10	37.06	38.54
38a	26.80	27.95	29.18	30.51	31.82	33.50	34.37	35.30	36.24	37.20	38.69
39	27.19	28.40	29.69	31.00	32.34	34.08	34.99	35.94	36.89	37.83	39.34
39a	27.30	28.51	29.80	31.12	32.46	34.21	35.12	36.07	37.04	37.97	39.49
40	27.84	29.07	30.39	31.70	33.19	34.77	35.70	36.66	37.65	38.62	40.17
40a	27.95	29.18	30.51	31.82	33.31	34.90	35.83	36.80	37.80	38.77	40.32
41	28.51	29.80	31.12	32.46	34.76	35.62	36.55	37.55	38.56	39.59	41.17
42	29.18	30.51	31.82	33.31	34.72	36.36	37.31	38.35	39.35	40.40	42.02
43	29.69	31.00	32.34	33.90	35.28	37.10	38.08	39.12	40.16	41.23	42.88
44	30.51	31.82	33.31	34.72	36.16	38.01	39.03	40.11	41.15	42.24	43.93
45	31.12	32.46	34.02	35.41	37.04	38.86	39.87	40.98	42.06	43.13	44.86
46	31.82	33.31	34.72	36.16	37.80	39.65	40.73	41.85	42.95	44.09	45.85
47	32.34	33.89	35.28	36.89	38.49	40.35	41.43	42.57	43.69	44.84	46.63
48	33.19	34.58	36.03	37.65	39.28	41.23	42.32	43.49	44.66	45.84	47.67
48a	33.31	34.72	36.16	37.80	39.43	41.39	42.48	43.66	44.83	46.01	47.85
49	34.02	35.41	37.04	38.64	40.28	42.36	43.45	44.64	45.85	47.06	48.94
50	34.58	36.03	37.65	39.28	40.99	42.98	44.12	45.34	46.55	47.76	49.67
50a	34.72	36.16	37.80	39.43	41.14	43.14	44.29	45.52	46.73	47.94	49.86
51	35.41	37.04	38.64	40.28	42.10	44.18	45.33	46.58	47.82	49.07	51.03
52	36.16	37.80	39.43	41.14	42.89	45.14	46.33	47.61	48.87	50.16	52.17
53	37.04	38.64	40.28	42.10	43.91	46.11	47.30	48.62	49.92	51.22	53.27
54	37.80	39.43	41.14	42.89	44.88	47.15	48.40	49.72	51.05	52.36	54.46

Range	1	2	3	4	5	6-8	9-11	12-14	15-17	18-20	21
55	38.64	40.28	42.10	43.91	45.86	48.23	49.52	50.87	52.22	53.59	55.73
56	39.28	40.99	42.72	44.54	46.72	49.08	50.36	51.73	53.13	54.52	56.70
56a	39.43	41.14	42.89	44.71	46.90	49.27	50.55	51.93	53.33	54.72	56.91
57	40.13	41.94	43.75	45.68	47.78	50.15	51.47	52.89	54.31	55.70	57.93
58	40.99	42.72	44.54	46.72	48.80	51.32	52.69	54.12	55.55	56.99	59.27
58a	41.14	42.89	44.71	46.90	48.98	51.51	52.89	54.33	55.76	57.21	59.50
59	41.94	43.75	45.68	47.78	49.86	52.33	53.72	55.19	56.66	58.14	60.46
60	42.89	44.88	46.90	48.98	51.22	53.72	55.13	56.67	58.18	59.66	62.05
61	43.75	45.67	47.78	49.86	52.03	54.78	56.22	57.75	59.28	60.82	63.25
62	44.70	46.72	48.80	51.03	53.21	55.97	57.43	58.99	60.60	62.13	64.61
63	45.67	47.78	49.86	52.03	54.45	57.18	58.67	60.29	61.86	63.49	66.03
64	46.90	48.98	51.22	53.41	55.88	58.63	60.20	61.85	63.48	65.14	67.74
65	47.76	49.86	52.10	54.43	56.86	59.73	61.31	63.00	64.66	66.34	68.99
66	48.99	51.18	53.47	55.88	58.34	61.29	62.92	64.64	66.36	68.10	70.82
67	49.86	52.10	54.44	56.88	59.41	62.40	64.09	65.82	67.56	69.32	72.09
68	51.00	53.27	55.67	58.14	60.71	63.82	65.51	67.29	69.09	70.90	73.73
69	52.33	54.66	57.11	59.67	62.33	65.50	67.22	69.07	70.90	72.75	75.66
70	53.30	55.69	58.16	60.79	63.49	66.69	68.50	70.35	72.24	74.09	77.05
70a	53.51	55.91	58.39	61.03	63.74	66.96	68.77	70.63	72.52	74.38	77.36
71	54.71	57.15	59.72	62.37	65.16	68.48	70.26	72.18	74.10	76.02	79.07
72	55.73	58.21	60.81	63.53	66.34	69.75	71.59	73.51	75.48	77.44	80.54
72a	55.94	58.43	61.04	63.77	66.59	70.02	71.86	73.79	75.77	77.74	80.85
73	56.96	59.51	62.16	64.94	67.86	71.30	73.17	75.17	77.19	79.18	82.35
74	58.48	61.07	63.80	66.64	69.64	73.15	75.11	77.16	79.21	81.27	84.52
75	59.77	62.45	65.23	68.15	71.20	74.82	76.80	78.90	80.97	83.08	86.40

Exhibit C: 2024-2025 Classified Insurance Rates & Contributions

Medical, Dental and Vision

Classified Employees	Employee Pays (Tenthly)	District Contribution (Tenthly)
Anthem Blue Cross 80-E PPO		
Employee Only	\$313.20	\$939.60
Employee + 1 Dependent	\$615.90	\$1,847.70
Employee + 2 or More Dependents	\$868.50	\$2,605.50
Anthem Blue Cross 80-G PPO		
Employee Only	\$291.00	\$873.00
Employee + 1 Dependent	\$572.10	\$1,716.30
Employee + 2 or More Dependents	\$805.80	\$2,417.40
Anthem Blue Cross 80-K PPO (NEW)		
Employee Only	\$279.30	\$837.90
Employee + 1 Dependent	\$548.70	\$1,646.10
Employee + 2 or More Dependents	\$772.20	\$2,316.60
Anthem Blue Cross 80-M PPO		
Employee Only	\$137.16	\$777.24
Employee + 1 Dependent	\$447.00	\$1,341.00
Employee + 2 or More Dependents	\$627.60	\$1,882.80
Anthem Blue Cross HDHP with HSA		
Employee Only	\$223.20	\$669.60
Employee + 1 Dependent	\$435.30	\$1,305.90
Employee + 2 or More Dependents	\$610.20	\$1,830.60
Kaiser Permanente HMO Traditional Plan		
Employee Only	\$234.90	\$704.70
Employee + 1 Dependent	\$457.80	\$1,373.40
Employee + 2 or More Dependents	\$645.90	\$1,937.70

Classified Employees	Employee Pays (Tenthly)	District Contribution (Tenthly)
MetLife PDP Plus \$2,000 PPO (NEW)		
Employee Only	\$18.91	\$56.73
Employee + 1 Dependent	\$39.51	\$118.53
Employee + 2 or More Dependents	\$58.10	\$174.29
MetLife PDP Plus \$3,000 PPO (NEW)		
Employee Only	\$20.69	\$62.06
Employee + 1 Dependent	\$43.23	\$129.68
Employee + 2 or More Dependents	\$63.56	\$190.68
Vision Service Plan (VSP)		
Employee Only	\$0.00	\$9.72
Employee + 1 Dependent	\$5.12	\$14.32
Employee + 2 or More Dependents	\$14.84	\$14.32

Exhibit D: Health Benefits New Hire Enrollment Information

SANTA BARBARA UNIFIED SCHOOL DISTRICT 2024-2025 CLASSIFIED INSURANCE INFORMATION

Insurance Enrollment Information. Please read carefully.

The benefits year runs from October 1 through September 30. It is extremely important that employees complete and return enrollment or waiver forms to Human Resources as soon as possible. Classified employees who work 6 or more hours per day are eligible for insurance after 30 days of employment. Insurance begins on the first of the month after the employee becomes eligible.

Please allow for the following medical plan timelines:

- 2 weeks for processing of enrollment forms
- 3 weeks to receive identification card after forms are received in Human Resources

The health insurance rates reflect a 3-tier rate as follows:

- Employee only
- Employee + 1 dependent
- Employee + 2 or more dependents

Premiums are deducted from paychecks on a tenths basis, there are no payroll deductions during the months of July or August. Summer premiums are deducted throughout the school year and are held in an escrow account to cover summer benefits. Employees who start work mid-year will have their escrow deductions prorated at a higher amount to cover the summer months.

Employees are “locked in” to their health plans for the entire plan year. Employees may add or delete dependents due to a Qualifying Life Event. Employees may not cancel coverage until termination or Open Enrollment.

Annual Open Enrollment for continuing employees is August 1st to August 30th of each year for insurance to become effective October 1st. The only insurance changes permitted outside of Open Enrollment are changes triggered by Qualifying Life Events.

Qualifying Life Events allow an employee to make changes to coverage or to add new dependents to their coverage during the plan year. New dependents may only be added to

health insurance within 30 days of birth, adoption, marriage or loss of other coverage. (Please see below). If the dependent is not added within the 30-day period, the employee will need to wait until the next Open Enrollment period to add the dependent.

“Qualifying Life Events” are described as follows (proof will need to be provided):

- Marriage, legal separation, or divorce
- Birth or adoption of a child
- An over-age employee or dependent is no longer eligible
- Retirement or termination of employment
- Death of spouse or child
- Change in spouse’s employment status
- Loss of primary insurance coverage

Should you have any questions, please reach out to the HR Benefits Department:

- email: hrbenefits@sbunified.org
- Phone: (805) 963-4338 ext. 6240.

Exhibit E: Professional Learning Courses Sample Listings

Appendix C

Professional Learning Courses Sample Listings

The following courses are representative of those which may qualify for a Professional Learning award:

Accounting/Budget/Fiscal

Principles of Accounting
Second language
coursework (i.e., Spanish)
Business Administration
Microsoft Excel
Business Math
Bookkeeping
Payroll Accounting
First Aid & Safety
Finance
Psychology
English
Algebra
Interpersonal
Communications
Personal Development

Clerical/Secretarial

Second Language
coursework (i.e., Spanish)
Principles of Accounting
First Aid & Safety
Ethnic or Cultural Studies
Psychology
Business Writing
Algebra
English
Microsoft Office
Adobe Acrobat or Creative
Suite
Business Administration
Business Communications
Computer
Applications/Office
Management
Finance
Public Speaking
Interpersonal
Communications
Personal Development

Child Development/After School

Second Language coursework
(i.e., Spanish, Sign Language,
etc.)
First Aid & Safety
Early Childhood Education
Linguistics for Bilingual Children
Ethnic or Cultural Studies
Reading Techniques
Psychology
English
History
Math
Science
Health Education
Composition
Public Speaking
Social Science
School Age Care
Interpersonal Communications
Individualized Instructional &
Tutoring Skills
Infant/Toddler Development
Children's Literature
Creative Writing
Music in Early Childhood
Microsoft Office

Custodial

English as a Second Language
First Aid & Safety
Composition
Microsoft Office
Computer Proficiency Online
Math
English
Psychology
Interpersonal Communications
Personal Development
Physical Education

Food Service

English as a Second
Language
Adult High School/GED
First Aid & Safety
Computer Proficiency
Online
Culinary Arts
Baking & Pastry
Personal Chef Training
Math
English
Psychology
Interpersonal
Communications
Personal Development

Gardening/Grounds

English as a Second
Language
First Aid & Safety
English
Math
Psychology
Landscape Operations
Sustainable Horticulture
Water Science
Interpersonal
Communications
Personal Development

Health Services

English as a Second
Language
First Aid & Safety
English
Math
Human Anatomy
Physiology
Vocational Nursing
Certified Nursing Assistant
Emergency Medical
Technician
Interpersonal
Communications
Personal Development
Health Information
Technology

**Professional Learning Courses
Sample Listings**

The following courses are representative of those which may qualify for a Professional Learning award:
Microsoft Office

Instructional

Second Language coursework
(i.e., Spanish, Sign Language,
etc.)
First Aid & Safety
Library Technology or Science
Early Childhood Education
Linguistics for Bilingual Children
Ethnic or Cultural Studies
Reading Techniques
Psychology
English
History
Math
Science
Health Education
Composition
Public Speaking
Social Science
Interpersonal Communications
Individualized Instructional &
Tutoring Skills
Children's Literature
Creative Writing
Music in Early Childhood
Microsoft Office

Library Media Services

Second Language coursework
(i.e., Spanish, Sign Language,
etc.)
First Aid & Safety
Library Technology or Science
Microsoft Office
Children's Literature
Computer Applications and
Office Management
Media Arts

Maintenance & Operations

Second Language coursework
(i.e., Spanish, Sign Language,
etc.)
First Aid & Safety
Construction Technology
Sustainable Horticulture
Computer Proficiency Online
Landscape Operations
Microsoft Office
English
Math
Business Communications
Business Administration
Interpersonal Communications
Personal Development
Automotive Service &
Technology
Swimming Pool Maintenance
Heating and Cooling Systems

Planning

Second Language coursework
(i.e., Spanish, Sign Language,
etc.)
First Aid & Safety
Construction Technology
Microsoft Office
English
Math
Business Communications
Business Administration
Interpersonal Communications
Personal Development

Purchasing/Warehouse

First Aid & Safety
Microsoft Office
English
Math
Business Communications
Business Administration
Computer Information Systems
Interpersonal Communications
Personal Development

Pupil Services

Second Language
coursework (i.e., Spanish,
Sign Language, etc.)
First Aid & Safety
Psychology
English
History
Math
Administration of Justice
Alcohol & Drug Counseling
Microsoft Office
Composition
Ethnic Studies
Interpersonal
Communications
Personal Development

Technology

First Aid & Safety
Business Administration
Computer Network
Engineering
CISCO Networking
Associate
Information Technology
Management
Mobile Device
Administration
Virtualization System
Administration
Web Programming
Web Server Administration

Exhibit F: Vacation Accrual Matrix

Classified Vacation Day Matrix

Years of Service	Allowance for 9-month employees	Allowance for 10-month employees	Allowance for 11-month employees	Allowance for 12-month employees
0 to 3 years	9	10	11	12
3 years, 1 day to 6 years	11.25	12.5	13.75	15
6 years, 1 day to 9 years	13.5	15	16.5	18
9 years, 1 day to 14 years	15.75	17.5	19.25	21
14 years, 1 day and more	18.75	20.83	22.92	25

Exhibit G: Reclassification Rubric

Reclassification Committee Rubric

Change in Job Duties		
No Change	Minor Changes	Significant Changes
<p>There is no evidence presented of a change to the job duties. The duties being performed match the functions of the job description.</p>	<p>There is evidence of either gradual or recent changes to job duties. The changes fit within the current job description but the specific duties may not be listed exactly as they are.</p> <p>Job duty changes are consistent with the natural evolution of the position and means and methods of carrying out that position.</p> <p>Job duty changes are consistent with industry standards</p>	<p>There is evidence of significant changes to duties. Changes are related to the job classification and the job description items but are significant enough to necessitate a rewriting of the job description.</p> <p>Changes do not represent the normal evolution of a position over time, and the means and methods of performing job duties are beyond what was originally negotiated for this classification and beyond what would be expected as an industry standard.</p>

Level of Responsibility & Decision Making		
No Change	Minor Changes	Significant Changes
<p>There is no evidence of an increase in level of responsibility and/or decision making authority.</p> <p>The level of responsibility and/or decision making authority has not increased over time and it matches the expected level of responsibility and/or decision making that was expected of the position in the most recent agreed-upon job description.</p>	<p>There is evidence of minor increases in the level of responsibilities and/or decision making authority.</p> <p>The increase in level of responsibility and/or decision making authority is still at a level expected and consistent with the current job description and industry standard.</p>	<p>There is evidence of significant increase in responsibilities and/or decision making authority. These increases in responsibilities are related to job classification and the job description, but are significant enough to necessitate a rewriting of the job description and reclassification.</p> <p>The increased responsibilities and/or decision making authority</p>

<p>Level of responsibility and/or decision making authority is consistent with the industry standard for this classification.</p>		<p>do not represent the normal evolution of a position over time, and are measurable and significant enough to no longer match the original negotiated classification or industry standard.</p>
---	--	---

Knowledge, Skills, and Ability		
No Change	Minor Changes	Significant Changes
<p>There is no evidence of changes in minimum requirements for knowledge, skills, and abilities.</p> <p>The current level of required level knowledge, skills and ability is consistent with industry standard and does not justify an increase to the minimum requirements listed in the job description.</p>	<p>There is evidence of the need for new knowledge, skills, and ability that may require internal or external training or learning but is in alignment with the evolution of the position and the changing means and methods of the position that are consistent with industry standard.</p> <p>A continuous need for increased knowledge, skills, and ability is expected and can be addressed with on job experience, and ongoing industry standard training and/or learning and development.</p>	<p>There is evidence of significant increase in the need for knowledge, skills, and ability that requires formal education or certification.</p> <p>These increases in knowledge, skills, and ability are measurable and significant enough to no longer match the current minimum qualification for the classification and necessitate a rewriting of the job description and reclassification.</p> <p>The significant need for new knowledge, skills, and ability do not represent a normal evolution of the position over time, or that would naturally result from new technology advances or industry standard innovation. These changes go beyond the normal evolution of the position and no longer match the original negotiated classification or industry standard.</p>

Education, Training and Experience		
No Change	Minor Changes	Significant Changes
<p>There is no evidence of a need to change the minimum requirements for education, training, and experience. The current level of education, training, and experience is sufficient and remains consistent with industry standards.</p> <p>The minimum requirements listed in the job description for education, training, and experience do not need to change in order to successfully carry out the functions of the job.</p> <p>Any ongoing need for development of job knowledge and skills over time can be addressed with on job experience, and ongoing industry standard professional learning and development.</p> <p>Any changes in means and methods does not justify an increase to the training, education, or certification requirements qualifications in the job description.</p>	<p>There is evidence of minor increases in the minimum requirement for education, training, and experience that still is consistent with the job description requirements and does not necessitate a change to the minimum requirements.</p> <p>The minor increases in education, training, and/or experience needed for this position are consistent with the evolution of the position and the normal changing means and methods of the position over time and are consistent with industry standards.</p> <p>Education, training, and/or experience are consistent with what is expected as an industry standard of professional growth.</p> <p>The need for new levels of education, training, and experience result from new technology advances and innovation and still constitute industry standard requirements for that classification.</p>	<p>There is evidence of significant increase in the minimum requirement for education, training, and experience in the job description.</p> <p>This increased need for education, training, and/or experience are significant enough to necessitate a rewriting of the job description minimum requirements for education, training, and experience level.</p> <p>The significant need for education, training, and experience do not represent the normal evolution of the position over time, or what would naturally result from new technology advances or industry standard innovation. These changes go beyond the normal evolution of the position and no longer match the original negotiated classification or industry standard.</p>

Organizational/Classification Structure		
No Change	Minor Changes	Significant Changes
<p>There is no evidence that the current classification is misplaced on the overall organizational classification structure.</p>	<p>Although there may be a minor discrepancy either internally or externally with other job classification with similar job duties, contract days, level of classification, and minimum qualifications, there is no justification for reclassification.</p> <p>An adjustment within our organization would substantially disrupt the overall organizational structure or the classification hierarchy of related positions or similarly placed classifications.</p> <p>A change to the classification placement would likely cause other reclassification requests due to the disruption of the classification hierarchy as it currently exists.</p>	<p>There is evidence of significant misplacement of classification in the organizational/classification structure.</p> <p>Salary discrepancies either both internally and externally with other job classification with similar job duties, contract days, level of classification, and minimum qualifications that justify a reclassification.</p>

Exhibit H: Reclassification Tree

Reclassification Committee Decision Tree
 (Question 2-7, require a simple majority vote to advance)

1. Is the application request completed fully, with all the necessary information? (*requires simple majority to reject for not being completed fully)	
YES	NO
Proceed to Question 2	Request rejected for insufficient information
2. Is the request a work out of class or a reclassification?	
Reclassification	Work out of Class
Proceed to Question 3.	Request rejected due to it being a work out of class situation.
3. Is there at least 1 criteria in the rubric that the simple majority agrees are “significant changes”?	
YES	NO
Proceed to Question 4.	Request is rejected due to lack of evidence of significant change to classification
4. Does the work belong in a different classification?	
YES	NO
Proceed to Question 5.	Request is rejected due to lack of significant change to justify reclassification.
5. Does this request justify a higher level Range due to higher level work being performed?	
YES	NO
Proceed to Question 6	Reclassification may proceed for Board action
6. Is there budget space to cover the cost of a reclassification?	
YES	NO

Reclassification may proceed for Board Action	Proceed to question 7.
7. Are there staffing or budget adjustments the District is willing to make to cover the cost of reclassification?	
YES	NO
Reclassification may proceed for Board Action	The work must cease in that classification. District must determine how to get work accomplished.

Exhibit I: Reclassification Procedures

Definition: A reclassification is recognition that the duties and responsibilities of a current job description have had a gradual increase of duties and responsibilities over time due to changes in District practices, processes or technology, such that creation of a new job description or title, and higher placement on the salary schedule, is warranted. Increased workload alone isn't sufficient justification for a reclassification.

Initiation: The District, CSEA, or individual permanent unit members may initiate reclassification requests for a single position within a job classification or for an entire job classification. If the District identifies a legitimate operational need to propose a reclassification outside the time framework established in this Exhibit, it reserves the right to do so, but will meet and negotiate with CSEA prior to implementation.

A unit member who has been reclassified in their position is ineligible for subsequent reclassification in their position for a period of at least two years from the implementation date.

Procedure:

Reclassification requests shall be made on an approved form and may be submitted to Human Resources any time from July 1 to December 15 in any fiscal year. After closure of the reclassification window, Human Resources will notify the CSEA Chapter President of the number of applications received and request that an ad hoc committee be convened to review the applications.

Level I - No later than February 15 of each fiscal year, the District and CSEA will convene an ad hoc committee consisting of an equal number of management and classified bargaining unit members. The ad hoc committee will review each reclassification request and any supporting documentation, such as draft job descriptions, salary analysis, salary placement proposal, or related information and make a joint recommendation by March 15 to the Assistant Superintendent of Human Resources. In order for the request to move to Level II, the committee's recommendation must be by simple majority. At Level I, the recommendation may include a proposed salary range assignment.

Requests denied at Level I may be appealed to the Assistant Superintendent of Human Resources. The applicant(s) shall have ten (10) work days after notification of the denial to appeal the decision and request reconsideration.

The applicant(s) shall have an opportunity to meet with the Assistant Superintendent of

Human Resources to discuss the reasons for the denial and present additional information or reasoning in support of their request. The applicant(s) may be represented by CSEA during the appeal meeting provided the CSEA representative was not a member of the ad hoc committee that rendered the denial decision.

No later than June 1, the Assistant Superintendent of Human Resources shall render a decision in writing to uphold or overturn the denial. In either case, the Assistant Superintendent of Human Resources' decision shall be final.

Level II Approval:

No later than, June 1, the Assistant Superintendent of Human Resources, with the concurrence of the Superintendent's Executive Cabinet, will approve or deny each reclassification request. If the request is approved, the applicant(s) will be notified in writing. Implementation of the reclassification shall occur on July 1.

If the request is denied, the applicant(s) shall have ten (10) work days after written notification of the denial to appeal the decision and request reconsideration.

The applicant(s) shall have an opportunity to meet with the Assistant Superintendent of Human Resources to discuss the reasons for the denial and present additional information or reasoning in support of their request. The applicant(s) may be represented by CSEA during the appeal meeting provided the CSEA representative was not a member of the ad hoc committee.

Within ten (10) work days of the appeal meeting, the Assistant Superintendent of Human Resources shall render a decision in writing to uphold or overturn the denial. In either case, the appeal decision of the Assistant Superintendent of Human Resources shall be final.

Grievance:

The provisions of Exhibit G shall not be subject to the grievance procedure.

Exhibit J: Application for Reclassification (SBUSD Proposal V1)

Instructions: Reclassification applications may be submitted to Human Resources any time between July 1 and December 15. Applications received after December 15 will be returned. The Reclassification Committee will begin reviewing applications no later than February 15. Approved reclassification applications will become effective on July 1.

Employee Name:	Emp. ID No:	Work Site/Dept:
Current Job Classification:	Email:	Contact Ph. No:

Current Supervisor/Evaluator:

Justification for Reclassification:

Your request must address the criteria listed below. Provide as much specific detail as possible. You may attach relevant documents, exhibits, job descriptions or salary comparisons from other public school districts or public agencies. Identify any tools, software platforms, certifications or training that address the criteria and support your request. If your job classification contains multiple unit members, you should consider involving as many of them as possible in formulating your request. Complete and specific proposals will stand a better chance of moving to Level II than incomplete or vague proposals.

Reclassification Criteria

<p>Higher Level Duties Does the request clearly demonstrate that the duties added over time are of a substantially higher level?</p>
<p>Higher Level Responsibilities Have responsibilities substantially increased over time and now fall outside of the current job description?</p>
<p>Higher Level Expertise Does the request clearly demonstrate that higher level skills, such as analysis, problem solving and expertise with software or equipment, are required to perform the essential functions of the position?</p>

<p>Higher Level of Authority Are the consequences of failure to adequately perform the essential functions of the position demonstrably detrimental to the District's operations?</p>
<p>Applicability to Entire Classification Is the increase in higher level skills applicable to the entire job classification?</p>

Requested Salary Range & Reasoning:

For Reclassification Committee Use Only

Level I Review and Analysis - Reclassification Committee

Date Reviewed

Recommended for Level II Review? Yes/No (If no, list reasoning below)

If no, has applicant(s) been notified and advised of appeal rights?

Yes/No Date Notified

If yes, has applicant(s) been notified that their request will advance to Level II?

Yes/No Date Notified

Level II Review - Assistant Superintendent, Human Resources/Superintendent's Executive Cabinet

Date Reviewed

- Yes Job Title Salary Range
- No

If no, has applicant(s) been notified and advised of appeal rights?

Yes/No Date Notified

If yes, has applicant(s) been notified?

Yes/No Date Notified

Exhibit K: Classified Employee Performance Improvement Plan

SANTA BARBARA UNIFIED SCHOOL DISTRICT
CLASSIFIED EMPLOYEE
PERFORMANCE IMPROVEMENT PLAN

Name:	Job Classification:
Supervisor/Manager:	School Site/Department:

Performance Improvement Domain - Effectiveness Technical Knowledge Accuracy Complete & Timely work Growth Potential Innovation, Creativity Resourcefulness
--

Objective:

Action Steps:
1.
2.
3.

Resources/Assistance Offered:

Completion Date:

Supervisor/Manager:

Performance Improvement Domain - Professionalism Attendance Punctuality Conduct Responsiveness & Follow-through Effective use of time & resources
--

Communication

Objective:

Action Steps:
1.
2.
3.

Resources/Assistance Offered:

Completion Date:

Supervisor/Manager:

Performance Improvement Domain - Accountability
Commitment
Ownership of Results
Learning Capacity
Willingness to Improve

Objective:

Action Steps:
1.
2.
3.

Resources/Assistance Offered:

Completion Date:

Supervisor/Manager:

Performance Improvement Domain - Culture & Climate
Collaboration & Teamwork

Student Contacts Public Contacts

Objective:

Action Steps:
1.
2.
3.

Resources/Assistance Offered:

Completion Date:

Supervisor/Manager:

Notes: (Input from other staff, etc.)

Supervisor/Manager: Signature_____	Date:
Employee: Signature_____	Date:

Classified Evaluation Form

Performance Domains	Unsatisfactory	Needs Improvement	Satisfactory	Outstanding
<p>EFFECTIVENESS</p> <p>Technical knowledge Accuracy Complete & timely work Growth Potential Innovation, creativity resourcefulness</p>	<p>Technical knowledge is below standard and there is little to no sign of progression. Work needs constant oversight and intervention to ensure accuracy and completion. Day to day work is problematic and shows no indication of growth potential. No presence of creativity, innovation, or resourcefulness. Resistant to change.</p>	<p>Work product needs review and oversight to ensure accuracy. Completes day to day work, but little focus on growth potential. Employee is somewhat resourceful, but has not yet tapped his/her full potential in the area of creativity and innovation. Has some difficulty embracing change.</p>	<p>Technical knowledge in their field is sound. Accurately completes work and does so in a timely fashion. Has a growth mindset and thus growth potential. Employee is innovative, creative and resourceful. Embraces change and helps to implement change.</p>	<p>Demonstrates a high level of expertise and knowledge and uses expertise to solve complex problems. Completes work and takes initiative to think of new and better ways to complete tasks. Employee is a role model for others in the workplace. Employee's innovation, creativity, and resourcefulness has a positive impact on the overarching goals of the school/district. Demonstrates leadership in the District goals or change.</p>
<p>PROFESSIONALISM</p> <p>Attendance Punctuality Conduct Responsiveness & follow through Effective use of time & resources Communication</p>	<p>Attendance is poor. Frequently late for work or appointments. Often lacks focus to be successful in his/her job. Employee's conduct not professional in his/her service. Poor responsiveness and follow through to work obligations. Does not demonstrate ability to use time and resources effectively. Communication is unprofessional (verbal, non-verbal, written).</p>	<p>Attendance is inconsistent. Employee is not always on time, sometimes not focused and present while at work. Employee has some weaknesses in his/her conduct in serving the public. Not always responsive and follow through is sometimes lacking. Time and resources not used to full potential. Communication is not always professional (verbal, non-verbal, written).</p>	<p>Attendance is consistent. Employee is on time and dedicated to being present. Employee's conduct appropriate in the workplace and serves the public appropriately. Responsive to requests and follows through on commitments. Uses time and resources effectively. Communicates professionally (verbal, non-verbal, written).</p>	<p>Attendance is consistent and the employee is successful at scheduling vacation time so as not to accrue excessive vacation time. Employee's conduct shows leadership and mentorship of others who work in the field. Responds to requests, but also takes initiative in completing complex tasks or implementing new ways of accomplishing work to improve the organization's function. Exemplary communication skills (verbal, non-verbal, written).</p>
<p>ACCOUNTABILITY</p> <p>Commitment Ownership of Results Learning Capacity Willingness to Improve</p>	<p>No commitment to high quality work output and takes no ownership of results. Does not show interest in new learning. Refuses and/or retires constructive feedback. Resists making any adjustments to improve organizational outcomes.</p>	<p>Commitment to completing work on time. Mostly effective at completing work that is routine. Maintains the status quo. Accepts feedback but resistant to implementing changes based on feedback. Some changes are made that would result in improving organizational outcomes, but needs prodding to do so.</p>	<p>Commitment to high quality work output and takes ownership of results. Demonstrates a high capacity to take on new learning. Willingness to accept constructive feedback and make adjustments to improve organizational outcomes</p>	<p>Models and leads in the work they perform, and positively influences others in the workplace. Continually engages in new learning opportunities. Engages in self-reflection about their own work and makes adjustments where needed.</p>
<p>CLIMATE AND CULTURE</p> <p>Collaboration & Teamwork Student Contacts Public Contacts</p>	<p>Does not work collaboratively or collaborative work is not productive. Student interactions are not professional and demonstrate a lack of dignity and respect for students. Not responsive to all students' needs. Contacts with the public and/or customers is negative and does not advance the goals of the district.</p>	<p>Willingness to work collaboratively but improvement needed in working in some situations with colleagues. Student interactions are not always positive and don't always demonstrate dignity and respect for students. Sometimes not responsive to all students' needs. Contacts with the public and/or customers needs improvement</p>	<p>Demonstrates collaboration and teamwork and works well with colleagues. Student interactions demonstrate dignity and respect for students at all times. Responsive to all student's needs. Contacts with the public and/or customers are always positive.</p>	<p>Leads and mentors in the collaboration and builds teamwork. Serves as a role-model for students and the public. Represents the District in the most professional manner at all times. Anticipates the needs of students, staff and the public and consistently resolves concerns and avoids potential problems. Demonstrates exemplary customer service and is a model for this for other employees.</p>
<p>OVERALL PERFORMANCE</p>	<p>Unsatisfactory</p>	<p>Needs Improvement</p>	<p>Satisfactory</p>	<p>Outstanding</p>

Recommendation by Supervisor **for probationary employees only:**

- Recommend for permanent employment
- Recommend return to previous classification
- Recommend for Performance Improvement Plan
- Recommend release from employment

My signature below is an acknowledgment that I have seen and discussed this evaluation, but does not necessarily imply agreement with the conclusion of the supervisor. I may attach a signed written statement within 10 working days at which time the response will be attached to this evaluation and placed in my personnel file.

Signature of Employee

Date
Copy to Supervisor & Employee

Staff Input Provided By

Print Name of Evaluating Supervisor

Signature of Evaluating Supervisor

Title

Date

Distribution: Original to Human Resources