

Agreement Between
The Board of Trustees of the
Encinitas Union School District
and the
California School Employees Association
COE Chapter #493



July 1, 2025 to June 30, 2028

TABLE OF CONTENTS

ARTICLE 1 <u>DEFINITION OF TERMS</u>	1
1.1 Definitions	1
ARTICLE 2 <u>RECOGNITION AND NEGOTIATION PROCEDURES</u>	3
2.1 Recognition	3
ARTICLE 3 <u>ORGANIZATIONAL SECURITY AND DUES DEDUCTIONS</u>	4
3.1 Dues and Deductions	4
3.2 Establishment of Dues Schedule	4
3.3 Payment of Monies	4
3.4 Notification of Membership	4
3.5 Mass Communication to the CSEA Membership	4
3.6 Hold Harmless Provision	5
3.7 Deductions - Other Purposes	5
ARTICLE 4 <u>WAGES</u>	6
4.1 Salaries	6
4.1.1 Salary Schedules	6
4.2 Overtime	6
4.3 Inconsistent Duty Compensation	7
4.4 Callback and Call-In Time	7
4.5 Assignment to a Higher Classification	7
4.6 Mileage	8
4.7 Placement on Salary Schedule	8
4.8 Step Advancement	9
4.9 Bilingual Translators	9
4.10 Crisis and Intervention	11
4.11 Overnight Trips	11
ARTICLE 5 <u>HOURS OF EMPLOYMENT</u>	12
5.1 Workweek	13
5.2 Workday	13
5.3 Work Year	13
5.4 Compensation	13
5.5 Lunch Periods	14
5.6 Rest Period	14
5.7 Adjustment of Assigned Time	14
5.8 Vacations	14
5.9 Holidays	16
ARTICLE 6 <u>HEALTH AND WELFARE BENEFITS</u>	18
6.1 Health and Welfare Benefits	18
6.7 Early Retirement Incentive	19
6.8 District Reimbursement for Medicare	20
6.9 Cash in Lieu	20
ARTICLE 7 <u>LEAVES</u>	21
7.1 Sick Leave	21

7.2	Leaves of Absence for Industrial Accident and Illness	22
7.3	Bereavement Leave	23
7.4	Personal Necessity Leave	24
7.5	Maternity Leave	24
	7.5.2 Notice	25
	7.5.3 Certification of Fitness	25
	7.5.4 Temporary Disability Leave (Sick Leave)	25
7.6	Uncompensated Leaves	26
	7.6.2 Purpose	26
	7.6.3 Eligibility	26
	7.6.4 Application	26
	7.6.5 Period of Leave	26
	7.6.6 Commitment of Classified Employees	26
	7.6.7 Commitment of Employer	27
7.7	Jury Duty and Judicial Appearances	27
7.8	Military Leave	27
7.9	Personal Leave	27
7.10	Family and Medical Leave	27
7.11	Parental Leave/Child Bonding	28
7.12	Donation of Sick Leave for Catastrophic Illness	29
ARTICLE 8	<u>TRANSFERS FILLING VACANCIES, PROMOTIONS</u>	33
8.1	General	33
8.2	Administrative Transfers	33
8.3	Employee Requested Transfers/Promotions	33
8.4	Employee Requested Transfers/Promotions Procedures	33
ARTICLE 9	<u>SAFETY CONDITIONS OF EMPLOYMENT</u>	35
ARTICLE 10	<u>EVALUATION PROCEDURES</u>	36
10.1 – 10.10	Personnel Files	37
ARTICLE 11	<u>GRIEVANCE PROCEDURE</u>	38
11.1	Definitions	38
11.2	Limitation	38
11.3	Procedure	38
	11.3.1 Level I - Immediate Supervisor	38
	11.3.2 Level II - Superintendent and/or his/her Designee	39
	11.3.3 Level III - Mediation	39
	11.3.4 Level IV - Board of Trustees	39
11.4	General Provisions	40
ARTICLE 12	<u>CLASSIFICATIONS & RECLASSIFICATIONS</u>	42
ARTICLE 13	<u>CSEA RIGHTS</u>	45
ARTICLE 14	<u>MANAGEMENT RIGHTS</u>	47

ARTICLE 15 <u>NEGOTIATION PROCEDURES</u>	48
ARTICLE 16 <u>NO STRIKE, NO LOCKOUT</u>	49
ARTICLE 17 <u>EFFECT OF AGREEMENT</u>	50
ARTICLE 18 <u>DONATION OF WORK</u>	51
ARTICLE 19 <u>TERM OF AGREEMENT</u>	52
SALARY SCHEDULE.....	53

ARTICLE 1

DEFINITION OF TERMS

1.1 Definitions

- 1.1.1 "The Act" means Chapter 10.7, Section 3540 through 3549.3 of Division 4 of Title I of the Government Code of the State of California.
- 1.1.2 "Board" as used herein is the Board of Trustees of the Encinitas Union School District.
- 1.1.3 "Calendar Year" refers to the yearly period of January 1 to December 31.
- 1.1.4 "Classified Employee" means a member of the unit.
- 1.1.5 "CSEA" means the California School Employees Association (CSEA) and its COE Chapter #493.
- 1.1.6 "Days" are days in which the District Office is open.
- 1.1.7 "District" means the Encinitas Union School District.
- 1.1.8 "Duty Days" are days on which members of the unit are required to report to work.
- 1.1.9 "Exclusive Representative" refers to the California School Employees Association (CSEA) and its COE Chapter #493.
- 1.1.10 "Industrial Accident" means an injury or illness incurred on the job.
- 1.1.11 "Member of Unit" (unit member) refers to any regular full-time or part-time classified employee of the District excluding noon duty supervisors, substitutes, and those employees designated as management, confidential, or supervisory.
- 1.1.12 "Negotiable Items" are those matters that are stated to be mandatory subjects of bargaining under the Educational Employment Relations Act (EERA) and relevant law.
- 1.1.13 "A Regular, Full-Time Employee" is defined as one (1) who is assigned to work eight (8) hours a day for all of the duty days provided for in this Agreement.
- 1.1.14 "A Regular, Part-Time Employee" is defined as one (1) who is assigned to work less than the regular full-time employee as defined in this Agreement.
- 1.1.15 "School Year" refers to the yearly period of July 1 to June 30.

- 1.1.16 "Seniority" shall be based on date of hire as a probationary employee_or permanent employee in the employee's present classification plus higher classifications.
- 1.1.17 "Substitute Employee" means any person employed to replace a classified employee who is temporarily absent from duty. In addition, if the District is then engaged in a procedure to hire a permanent employee to fill a vacancy in any classified position, the Board may fill the vacancy through the employment, for not more than sixty (60) calendar days, of one (1) or more substitute employees.
- 1.1.18 "Vacancies" – A vacancy is a permanent opening resulting from a resignation, termination, transfer, newly created position, or an unpaid leave of more than 12 months.

ARTICLE 2

RECOGNITION AND NEGOTIATION PROCEDURES

2.1 Recognition

- 2.1.1 The Encinitas Union School District Board hereby recognizes CSEA and its Classified of Encinitas COE Chapter 493 as the exclusive negotiating representative of the members of the unit for negotiations as set forth in Section 1.1.11.
- 2.1.2 No other group or organization or representative thereof shall be permitted to engage on behalf of any employee included in the unit in any meeting and/or negotiation with the District over wages, hours, health and welfare benefits as defined in Government Code Section 3456, and procedures for processing grievances pursuant to Government Code Sections 3548.5, 3548.6, 3548.7 and 3548.8.
- 2.1.3 The Exclusive Representative recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board or the duly authorized representative designated by the Board to act in its behalf. The Exclusive Representative agrees further that neither it nor any of its members or agents will attempt to negotiate privately or individually with any Board member or administrator. The Exclusive Representative agrees that neither it, nor its members or agents, will attempt to represent in any negotiations or grievances, the interests of anyone other than members of the Exclusive Representative.

ARTICLE 3
ORGANIZATIONAL SECURITY AND DUES DEDUCTION

3.1 Dues Deductions

An employee who is a member of the Association, or who applies for membership, may sign and deliver to the District and/or the Association an assignment authorizing deduction of membership dues and such other mutually agreed payroll deductions as may be offered by the Association. Such authorization shall continue in accordance with the terms of that agreement. Pursuant to such authorization, the District shall implement a dues deduction schedule in accordance with parameters established by the Association.

3.2 Establishment of Dues Schedule

The Association may determine the dues schedule for all members of the Association. Changes to the dues schedule may be made by the Association without necessitating a new dues deduction authorization from any current member. The Association will give the District thirty (30) days advance notice of any changes in the dues schedule.

3.3 Payment of Monies

With respect to all sums deducted by the District pursuant to authorization of the unit member, the District agrees to remit monthly, following the last day of the month but no later than fifteen (15) working days, such monies to the Association accompanied, without cost to the Association, by an alphabetical list of unit members from whom such deductions have been made, categorizing them by the type of deduction and specific amount. The District will provide COE with a list of new Classified employees monthly after each regular Board meeting. This list will include title and location.

3.4 Notification of Membership

The District shall accept the certification provided by CSEA on dues deductions for bargaining unit members. If the union states it has written authorization for the District to begin deductions, it is not required to provide the District a copy of the authorization unless a dispute is risen by the employee questioning the existence or terms of the authorization.

3.5 Mass Communication to the CSEA Membership

3.5.1 If the District chooses to disseminate mass communications to bargaining unit employees or applicants to be bargaining unit

employees concerning their rights to join or support CSEA, the District shall meet and confer with CSEA concerning the content of the mass communication. If the parties cannot reach agreement and the employer decides to go ahead with its proposed mass communication, it must also simultaneously distribute a communication of reasonable length provided by CSEA.

- 3.5.2 The District shall not deter or discourage bargaining unit employees or applicants to be bargaining unit employees from becoming or remaining members of CSEA.

3.6 Hold Harmless Provision

- 3.6.1 CSEA agrees to reimburse the district, its officers and agents for all legal fees and legal costs incurred after notice to CSEA in defending against any court or administrative action challenging the legality of the organizational security provision of this agreement or the implementation thereof.

- 3.6.1.1 CSEA agrees to reimburse the district, its officers and agents for any award, settlement, or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organizational security provisions of this agreement or the implementation thereof, provided the district, or other party claiming reimbursement, has complied with the terms of this article and has promptly notified CSEA of its awareness of such an action.

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

3.7 Deductions – Other Purposes

- 3.7.1 Upon appropriate written authorization from a member of the unit, the District will deduct from the salary of any member of the unit and make appropriate remittance for District approved annuities, credit union, and/or charitable donations.

ARTICLE 4

WAGES

4.1 Salaries

4.1.1 Salary Schedules

The schedule of classified classifications and salary schedules for unit members shall be attached hereto marked as Appendix "A."

Effective July 1, 2025 for the 2025-2026 school year, salary levels shall be increased by 3%.

For the 2026-2027 school year, there shall be reopeners for Wages and Health and Welfare Benefits.

For the 2027-2028 school year, there shall be reopeners for Wages and Health and Welfare Benefits.

4.1.2 If any employee group (except those individuals covered by an individual contract with the District) receives a total compensation package through the remainder of the current contract agreement June 30, 2028, which is greater than the total compensation package received by this unit, then this unit will receive the same provision without having to negotiate further.

4.2 Overtime

4.2.1 Overtime is defined as any work authorized beyond the regular eight (8) hour day or forty (40) hour week specified in Section 5.1 of this Agreement.

4.2.2 Overtime shall be authorized by the supervisor prior to the commencement of overtime work.

4.2.3 Unit members working in an assignment requiring overtime shall be provided the opportunity to work, and all similarly classified employees at each school or other location will be afforded an equal opportunity, on a rotating basis, to work overtime until all similarly classified personnel at that location have had an opportunity to work a comparable amount of overtime.

4.2.4 If overtime is required in an area that requires a particular expertise or special knowledge (i.e., particular equipment operation or maintenance, or specific familiarity with a project, etc.) a classified employee may be requested to work out of the normal rotation sequence provided for in Section 4.2.3.

- 4.2.5 Paid compensation for overtime shall be one and one-half (1 1/2) times the regular hourly rate for the position for each one hour of overtime worked. Overtime compensation time requested in lieu of paid overtime shall be granted at the discretion of the supervising administrator. Compensation time, when granted, shall be at one and one half (1 1/2) hours for each one hour of overtime work. Compensation time shall be taken within sixty (60) days of the day on which it was earned or prior to the end of the school year (June 30), whichever period is less.
- 4.2.6 Any unit member having an average work day of four (4) hours or more during the workweek shall be compensated for any work to be performed on the sixth (6th) or seventh (7th) consecutive day following the commencement of the workweek at the rate equal to one and one-half (1 1/2) times the regular rate of pay for each one hour worked by the unit member designated and authorized to perform the work.
- 4.2.7 A unit member having an average work day of less than four (4) hours during the workweek shall, for any work required to be performed on the seventh (7th) consecutive day following the commencement of his workweek, be compensated at a rate equal to one and one-half (1 1/2) times the regular rate of pay for each one hour worked by the unit member designated and authorized to perform the work.
- 4.2.8 All hours worked on holidays designated by this Agreement shall be compensated at one and one-half (1 1/2) times the regular rate of pay for each one hour worked, plus the regular pay for the holiday. In order to be eligible for the premium pay under this Section a unit member must be eligible to receive pay on the holiday.

4.3 Inconsistent Duty Compensation

Unit members who are required and directed by their immediate supervisors to perform higher level duties inconsistent with their normal assigned duties for a period of more than five (5) working days within a fifteen (15) calendar day period shall have their salary adjusted upward for the entire period they are required to work out of classification and in such amounts as will reasonably reflect the duties of that job classification required to be performed outside of their normal assigned duties.

4.4 Callback and Call-In Time

Any unit member called back to work after completion of his regular work day or called in to work on a day not regularly scheduled shall receive a minimum of two (2) hours pay at the appropriate rate of pay.

4.5 Assignment to a Higher Classification

A unit member who is permanently assigned to a higher classification shall be placed at the salary rate indicated on the salary scheduled for the new classification that is the next highest dollar amount to the unit member's current salary. The increase in salary from promotion shall be at least five percent (5%).

4.6 Mileage

- 4.6.1 Any unit member required to use his personal automobile in the performance of assigned duties shall be entitled to mileage reimbursement at the approved IRS rate per mile.
- 4.6.2 Mileage allowance shall be paid for travel between the employee's work stations. Mileage allowance shall not be paid for travel to and from the employee's residence.
- 4.6.3 The Director of Fiscal Services shall be responsible for the administration of the mileage reimbursement program.

4.7 Placement and Advancement on Salary Schedule

- 4.7.1 All new employees shall be placed on the appropriate salary range for the classification for which they are hired. Annual step increases shall be given on July 1.
- 4.7.2 New employees who have work experience in public education in the same or comparable classification and/or job related field, including hours worked as a substitute in the position, will be placed on the salary schedule based on the following schedule:

0-2 years prior experience	= Step 1
2-4 years prior experience	= Step 2
4 or more years prior experience	= Step 3

4.7.3 Occupational Therapists

Due to the unique demand for the services of highly qualified and experienced Occupational Therapists, beginning work for the District in the 2017-2018 school year up to Step 6 of the District's classified salary schedule commensurate with the individual Occupational Therapist's full years of out-of-District working experience as an Occupational Therapist post-licensure, as follows:

<2 full years of experience	= Step 1
2 full years of experience	= Step 2
3 full years of experience	= Step 3
4 full years of experience	= Step 4

5 full years of experience	= Step 5
6 or more full years of experience	= Step 6

4.8 Step Advancement

A four percent (4%) increment is awarded at the beginning of the tenth (10th) step, a three percent (3%) increment is awarded at the beginning of the fifteenth (15th) step, three percent (3%) increment is awarded at the beginning of the twentieth (20th) step, and an additional three percent (3%) increment is awarded at the beginning of the twenty fifth (25th) step. The total of these amounts is thirteen percent (13%).

4.9 Bilingual Translators

4.9.1 Qualifications of bilingual unit members

4.9.1.1 In order to qualify as a bilingual translator and to receive compensation for bilingual services, applicants must meet one of the following minimum criteria:

4.9.1.1.1 Associate (A.A.) or higher degree with a major, minor, or specialization in bilingual cross-cultural language acquisition, or

4.9.1.1.2 Language development, linguistics, linguistic proficiency in Spanish, or

4.9.1.1.3 Completed at least 60 college semester units from an accredited college or university in the aforementioned areas preferred, or

4.9.1.1.4 Completed a formal post high school certificate program specializing in the aforementioned areas preferred, or

4.9.1.1.5 Successfully passed a District examination that demonstrates linguistic proficiency in the aforementioned areas.

4.9.1.2 Qualifying unit members must also demonstrate knowledge and appropriate language skills by way of a personal interview with District designee(s).

4.9.2 Unit members who qualify for translations shall have the opportunity to sign-up on separate lists to provide the following translation services: scheduled I.E.P. meetings, SST's, 504 conferences, scheduled parent conferences, and District/site written communications. The site

administration shall first offer bilingual assignments to qualified unit members employed at that site. In the event no qualified unit member volunteers for the assignment, or if no qualified unit member is available at that site, the site administrator shall contact the District designee to select a qualified unit member from an appropriate master list established by the District. Except in cases involving extenuating circumstances, such selection shall be determined in seniority order on a continuing rotational basis.

- 4.9.3 Unit members who currently perform bilingual services within their job description shall not be eligible for an additional stipend if bilingual services are provided during their regular workday.
- 4.9.4 In order to receive the bilingual stipend, Instructional Assistants – Specialized Care who are designated as bilingual must be required or assigned to provide bilingual services to at least one student for whom an IEP has stipulated that bilingual support be provided.
- 4.9.5 The District reserves the right to designate School Service Secretaries, Office Managers and Instructional Assistants – Specialized Care as bilingual as the need arises during the employee’s regular workday.
- 4.9.6 The District reserves the right to designate which qualified bilingual unit members or other qualified providers shall be designated for specific services outside the regular work day.
- 4.9.7 In order to be eligible to receive the bilingual stipend, the unit member shall qualify to provide bilingual services in accordance with Article 4.9 of the Agreement between COE and EUSD.
- 4.9.8 School Service Secretaries, Office Managers, and Instructional Assistants – Specialized Care who are designated as bilingual shall receive an annual stipend equal to one Range (2.5%) above the employee’s current rate of pay.
- 4.9.9 Regardless of the duration of the required bilingual support services, the unit member shall receive the bilingual stipend for the entire school year during which the unit member is required or assigned to provide bilingual services.
- 4.9.10 The eligibility to receive the bilingual stipend shall be on an annual basis and shall not carry over from one school year to the next.
- 4.9.11 The need for bilingual services and the employee designation will be determined by the District on an annual basis.
- 4.9.12 Compensation for translation services outside the employee’s regular workday shall be in accordance with the following schedule:

4.9.4.1	Verbal, i.e., parent communications	\$30.00/hour
4.9.4.2	IEP's, SST's, 504 conferences	\$32.00/hour
4.9.4.3	District/site written communications	\$34.00/hour

4.10 Crisis Prevention and Intervention (CPI)

- 4.10.1 Work assignments shall be reviewed and evaluated periodically with the employee's immediate supervisor to determine if CPI is necessary for the assignment.
- 4.10.2 In positions where a CPI training is deemed a necessary condition of a bargaining unit member's employment, the cost of attending CPI training shall be borne by the District.

4.11 Overnight Trips

- 4.11.1 Instructional Assistants may be assigned to work special overnight trips at the District's discretion. Examples of such trips include sixth grade camp. Instructional Assistants retain the right to reject any offer or request for a special overnight trip assignment.
- 4.11.2 For the purposes of compensation, the hours of service worked by all Instructional Assistants who are assigned to work special overnight trips are understood to be the duration of the entire trip from start to finish, including transportation to and from the overnight trip site.

4.11.2.1 For all hours worked from 12:00a.m. to 8:00a.m., Instructional Assistants shall be compensated at their regular rate of pay (8 hours).

4.11.2.2 For all hours worked from 8:00a.m. to 12:00a.m the following day, Instructional Assistants shall be compensated at an overtime rate of pay (16 hours). "Overtime" rate is one-and-one-half (1 ½) times the employee's regular rate of pay.

4.11.2.3 Instructional Assistants shall continue to receive three 25-minute paid breaks during the assignment. Break schedules shall be determined by the Teachers and Instructional Assistants prior to the beginning of camp.

4.11.2.4 All Instructional Assistants will be assigned duties at sixth grade camp including meals, evening programs according to individual study assignments and an assortment of other duties such as games, rest supervision, hikes, and supporting students with hygiene needs. Hygiene needs may include support with eating/feeding, hand and face washing, toileting (diapering, wiping), showering, and changing clothes.

4.12 Extended School Year (ESY) Program

4.12.1 The rate of pay offered to classified employees that work the Extended School Year (ESY) Program will be Step 6 of the salary schedule in order to attract applicants from the classified staff. Any employees earning higher than Step 6 will be paid at their current rate.

4.12.2 An additional one-time stipend of \$250 will be provided for all qualifying employees who work all days of the ESY Program as an Instructional Assistant - Specialized Care (IASC). Pre-approved shared assignments will receive a \$125 stipend.

ARTICLE 5

HOURS OF EMPLOYMENT

5.1 Workweek

5.1.1 The workweek for each full-time unit member shall consist of five (5) consecutive work days and forty (40) hours per week. This provision shall not restrict the extension of the regular workweek on an overtime basis when such is necessary to carry on the business of the District. In the event a unit member is assigned to work on either Saturday or Sunday or both, as part of a regularly assigned five (5) consecutive day workweek, the District shall provide such unit member with thirty (30) days advance notice prior to the implementation of such workweek.

5.1.2 An Instructional Assistant-Specialized Care (IA-SC) may elect a flex work schedule of a 3-day, 4-day, or 5-day work week by mutual consent of the unit member and the supervisor. IA-SC employees who work more than 20-hours per week may work a 4- days flex week or a 5-days flex week and may flex hours on days worked with mutual consent. The flex work schedule cannot exceed one school year, but can be reviewed and mutually agreed upon each year. Any changes in hours/days will not be implemented without at least a one-week written notice to the unit member. IA-SC unit members who work a flex schedule shall be compensated for holiday pay, under section 5.9.6.

5.1.2.1 Staff Development and Training for Instructional Assistant-Specialize Care (IASC) and Behavior Specialist Assistants

The district will provide professional development sessions throughout the year on selected Friday afternoons and selected days during conference weeks when the students

are not present. All IASCs and Behavior Specialists are welcome and encouraged to attend any and all of the professional development opportunities that are offered. If a professional development session occurs outside the IASC's and Behavior Specialist Assistant's regularly scheduled time, they may submit a timesheet for the extra hours associated with the training session. If the training session occurs during their regularly scheduled time, they are expected to attend the professional development sessions.

5.2 Workday

- 5.2.1 The length of the workday for each full-time unit member shall be eight (8) hours per day.
- 5.2.2 The length of the workday for each classified position shall be determined by the Superintendent.
- 5.2.3 The daily work schedule for unit members, including the scheduling of rest periods and lunch periods, will be determined by the principal or immediate supervisor.

5.3 Work Year

- 5.3.1 The length of the work year for each position in the classified service shall be determined by the Board. Unit members who work 180-192 days per year will be classified as ten (10) month employees; unit members who work 198-215 days per year will be classified as eleven (11) month employees; unit members who work 216-260 days per year will be classified as twelve (12) month employees.
- 5.3.2 In years where the school calendar (July 1-June 30) results in 261 work days for twelve-month employees, these unit members will be given an additional unpaid day off on the Wednesday before Thanksgiving Break. In the years with 262 work days, twelve (12) month employees will be given another unpaid holiday with the date to be determined by the district and the CSEA.

5.4 Compensation

- 5.4.1 Classified employees who are members of the unit shall be compensated on either a monthly or hourly basis in accordance with the existing salary schedule for classified employees. The Board, subject to the requirements of the state and federal law, shall determine whether a particular position is compensated on a monthly or hourly basis.

5.5 Lunch Periods

5.5.1 All members of the unit shall be entitled to an uninterrupted non-paid lunch period after the employee has been on duty for four (4) hours. Unit members shall normally receive a minimum lunch period of forty (40) minutes, except for Instructional Assistants - Specialized Care (IA-SC) as provided in section 5.5.1.

5.5.2 By mutual consent of the IA-SC and supervisor, the IA-SC may elect a 25 minute uninterrupted paid combined break/lunch in-lieu of their two (2) paid breaks and forty (40) minute unpaid lunch. This section applies to IA-SC unit members who work five (5) hours or more a day.

5.5.3 Beginning October 2022, unit members shall have the option of an unpaid thirty (30) minute lunch period.

5.5.3.1 The lunch break shall remain constant for the entire school year.

5.5.3.2 The lunch break shall be mutually agreed upon by the supervisor and employee and shall not impact student or department needs.

5.6 Rest Period

All unit members shall be granted rest periods, which, insofar as practicable, shall be in the middle of such work period at the rate of:

Less than four hours worked	10 minutes
For every four hours worked	15 minutes

except for Instructional Assistant I/II SC who have opted for section 5.5.1.

5.7 Adjustment of Assigned Time

Any unit member who is assigned to work an average of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive work days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

5.8 Vacations

5.8.1 A member of the unit shall be granted one and one-twelfth (1 -1/12) days of vacation per month of the year worked. For vacation accrual calculations, unit members who work 180-192 days per year will be classified as ten (10) month employees, unit members who work 198-

215 days per year will be classified as eleven (11) month employees, and unit members who work more than 216-260 days per year will be classified as a twelve (12) month employee.

- 5.8.2 A member of the unit shall be granted two (2) additional days of vacation at the completion of each five (5) years of employment within the District.
- 5.8.3 Earned vacation shall not become a vested right for a unit member until completion of the unit member's initial six (6) months of employment with the District.
- 5.8.4 Accumulated earned vacation shall not exceed a unit member's yearly entitlement or twenty (20) days, whichever is less. Unit members who have accumulated the exceeded maximum days, may request a vacation payout. 12-month unit members may have their vacation scheduled by the administration in order to avoid excessive accumulation.
- 5.8.5 Unit members with a work year of less than twelve (12) months will be required to take vacation during winter and spring vacation periods and intersessions during the current year of employment. When school is in session and under extraordinary circumstances, vacation leave requests must be pre-approved by supervisor and District Administration. Requests must be submitted with at least one (1) month's advance notice to ensure that a suitable substitute can be secured by the employee.
- 5.8.6 All unit members must schedule the dates of their vacation with their immediate supervisor and receive approval from the supervisor and District Administration prior to the start of their vacation. The needs of the District shall take precedence in determining the scheduling of vacation dates; however, supervisors shall attempt to schedule vacations at times requested by twelve (12) month employees. In the event more than one (1) twelve (12) month employee requests vacation at the same time and management has determined to not grant vacation to all such employees at the same time, the determination of who shall be granted vacation shall be based upon seniority. The final authority for scheduling vacations is vested with the supervisor.
 - 5.8.6.1 Twelve (12) month unit members may use vacation leave during the winter break when the District Office is closed except where the unit member's vacation entitlement exceeds the maximum accumulated allotment under section 5.8.4 above, in which case vacation leave must be used.
- 5.8.7 When a paid holiday occurs during the scheduled vacation of any unit member and such unit member is entitled to pay for said holiday, the unit member shall be granted an additional vacation day.

- 5.8.8 Unit members who work less than 12-months are entitled to request a vacation payout in January and July by submitting a Vacation Pay Request form. 12-month unit members can request a vacation payout in July by submitting a Vacation Pay Request form. Requests for a January vacation payout are due to Human Resources no later than December 10th and the request form for the July vacation payout is due by June 10th.

5.9 Holidays

- 5.9.1 Members of the unit will be granted the following holidays with pay provided they are in paid status during any portion of the working day immediately preceding or succeeding the holiday:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
President's Day
Memorial Day
Juneteenth Day
Independence Day
Labor Day
Admission's Day (or day during winter break in lieu thereof)
Veteran's Day
Thanksgiving Day and Friday following Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Eve Day

- 5.9.2 Members of the unit shall be granted a holiday on every day appointed by the President, or the Governor of this State, as provided for in subdivisions (b) and (c) of Education Code Section 37220 for a public fast, thanksgiving or holiday, or on any day declared a holiday under Education Code Section 1318 or 37222 for classified employees.
- 5.9.3 When a holiday listed in Section 5.9.1 falls on a Sunday, the following workday not a holiday shall be deemed to be the holiday in lieu of the day observed. When a holiday listed in Section 5.9.1 falls on a Saturday, the preceding workday not a holiday shall be deemed the holiday in lieu of the day observed.
- 5.9.4 Regular classified employees of the District who are not normally assigned to duty during the school holiday(s) of December 25 and January 1, shall be paid for those two holidays providing that they are in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.
- 5.9.5 Instructional Assistant - Specialized Care (IA-SC) who elects the flex work schedule under section 5.1.2, shall be compensated in the following

manner:

- 5.9.5.1 When a holiday is observed on the employee's scheduled workday, the employee will receive holiday pay for all hours scheduled to work.
- 5.9.5.2 When a holiday falls on or is observed on the employee's non-scheduled workday, the employee would receive 1/5 of their weekly pay for the holiday.

ARTICLE 6

HEALTH AND WELFARE BENEFITS

- 6.1 The District shall offer medical (including dependent coverage), dental, and life insurance benefits to each regular full-time employee and each regular part-time employee whose regular assignment(s) has/have scheduled work of 30 or more hours per week in one or more bargaining unit positions. Additional hours worked performing regular duties as, or substituting for, noon supervisors accordingly shall not count toward this eligibility figure.
- 6.1.1 The District shall provide full health and welfare benefits (referred to as Plan A), up to the District contribution, to 50% of the Instructional Assistants Specialized Care employee positions working 30 hours or more per week.
- 6.2 The District's total annual contributions to health and welfare benefits will be \$12,000 annually effective July 1, 2025.
- 6.2.1 Commencing in the 2026-2027 work year, no unit members will be provided the option to take "café cash" should the benefit option they elect fall below the District contribution cap. District funds to contribute to unit member health and welfare benefits will be solely categorized as employer-paid benefits for payroll processing purposes.
- 6.2.2 Unit members who, during the 2024-2025 work year, elected a medical plan that fell below the \$11,160 District cap during the Open Enrollment period and received the remaining balance (between the District cap and their medical plan cost) for use as café cash (used either for dental or vision insurance as a pre-tax IRC Section 125 Plan, or taken as taxable earnings), will be permitted to receive the same "Café Cash" balance and options for one remaining work year only (2025-2026), if their elections remain the same as during the 2024-2025 work year.
- 6.2.3 Unit members who are new to the District, or who did not participate in a "café cash" program with the District during the 2024-2025 work year will not be eligible to receive café cash balances.
- 6.3 The plan(s) and carrier(s) shall be determined by the Board.
- 6.4 If the cost of health and welfare benefits for eligible members of the unit exceeds those yearly amounts specified hereinabove, such increase in cost shall be deducted from each unit member's payroll warrant.

- 6.5 The district will provide \$50,000 of life insurance to eligible employees for the duration of the current contract.
- 6.6 The plans and carriers for each school year shall be the responsibility of the District Insurance Committee. This Committee shall have equal representation of District employee organizations and management. Each organization and management shall have one vote.
- 6.7 Early Retirement Incentive
- 6.7.1 The District will pay the medical insurance benefits up to the maximum District contribution set forth in Section 6.2 of the current CBA for retiring unit members.
- 6.7.2 Employees must be age fifty (50) years or older at the time of retirement.
- 6.7.3 Employees must have qualified, during their active employment, for District contributions to medical insurance benefits under 6.1 of the CBA.
- 6.7.4 Employees must have the equivalent of fourteen (14) service years with the District.
- 6.7.5 The post-retirement District contributions for medical insurance benefits shall be in effect for a maximum of five (5) years from the unit member's date of retirement.
- 6.7.6 District contributions to post-retirement medical insurance benefits shall be for the retiree-employee only and shall exclude any coverage for spouses or other dependents.
- 6.7.7 Employee retiree benefits to include only medical coverage. Employees are not eligible to receive cash in lieu of medical benefits.
- 6.7.8 When benefits provided for in Section 6.7.1 expire, such unit member retirees may, with the carrier's consent and at the unit member's own cost, participate in the District's medical insurance plan up to the of age sixty-five (65).
- 6.7.9 At age sixty-five (65), eligible retirees' benefits that are provided in accordance with Article 6.7.1 shall cease and be replaced by retirees' participation in Medicare Part A and B and the supplemental plan offered by the District.

6.8 District Reimbursement for Medicare (Retirees Over Age 65):

- 6.8.1 If during the five-year period the unit member/retiree is over the age of 65 and eligible for Medicare:
- 6.8.2 The District shall reimburse eligible retirees for the monthly cost of Medicare part B upon submission of proof of payment by the retiree.
- 6.8.3 The District shall pay for the cost of the supplemental plan provided by the District or the supplemental plan approved by the Insurance Committee.
- 6.8.4 The total reimbursement for Medicare part B and the supplemental plan offered by the District shall not exceed the District's maximum contribution to health benefits for active employees.
- 6.8.5 District reimbursement for Medicare and supplemental plan offered by the District shall only be applicable to retirees eligible for Medicare part A and B.

6.9 Cash in Lieu

- 6.9.1 Effective July 1, 2025, employees who can show proof of enrollment in another group health insurance plan shall be paid \$4,500 in lieu of receiving their own health insurance benefits as a District employee, subject to the additional limitations set forth herein.
- 6.9.2 Whereas a maximum of 20% of fully benefited employees will be allowed to wave benefits to receive cash-in-lieu, and in the event that the maximum is reached, the cash and lieu opportunity will be provided to employees on a first-come-first serve basis.
- 6.9.3 To receive the cash-in-lieu option, the employee must request this option no later than during the open enrollment period. Should an employee eligible for health insurance benefits under Article 7 fail to request the cash-in-lieu option and show proof of enrollment in another group health insurance plan during the open enrollment period, the employee shall be enrolled in the District's health insurance plan.
- 6.9.4 The cash-in-lieu option is not available to employees who waive group coverage to participate in the State or Federal exchanges.
- 6.9.5 The \$4,500 payment received for the cash-in-lieu option may be utilized by employees to purchase dental and vision insurance coverage via the District's plan, and will be paid divided equally based on being an 11 or 12 pay employee.

ARTICLE 7

LEAVES

7.1 Sick Leave

- 7.1.1 The Board shall provide for a compensated leave of absence from duty to any classified employee who is compelled to be absent from duty for reasons including, but not limited to, accident, illness or quarantine, and in accordance with relevant provisions of California Education Code and Labor Code.
- 7.1.2 Unit members employed five (5) days per week for the full school year are entitled to twelve (12) days sick leave each school year commencing on the first day of employment. Classified employees employed for the full school year for less than five (5) days per week are entitled to twelve (12) days divided by five (5) days and multiplied by the number of days work per week each school year.
- 7.1.3 Unit members who work five (5) days per week for the full school year but for less than a maximum day are entitled to twelve (12) days sick leave each school year of the same length regularly worked. Should a classified employee be transferred from a day of less than maximum time to one (1) of greater (or of maximum) time, said employee's accumulated sick leave days shall be adjusted in direct proportion to the ratio of time previously worked per day to time presently worked per day.
- 7.1.4 Instructional Assistant – Specialized Care (IA-SC) who elects the flex work schedule, under section 5.1.2, shall accrue sick leave by total hours worked per week based on a five (5) day workweek. All leave, including sick leave, shall be deducted on a per hour basis based on the unit member's flex work schedule for that particular day.
- 7.1.5 Unit members hired for less than a full school year (i.e., ten [10] eleven [11] months) shall earn sick leave in direct proportion to that earned by a person employed a full year in the same position. For sick leave accrual calculations, unit members who work 180-192 days per year will be classified as ten (10) month employees; unit members who work 198-215 days per year will be classified as eleven (11) month employees, and unit members who work more than 216- 260 days per year will be classified as a twelve (12) month employee.
- 7.1.6 Unit members hired for less than a full school year (i.e., ten [10] months) shall earn sick leave in direct proportion to that earned by a person employed a full year in the same position. However, a new employee of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which he may be entitled under this Section

until the first (1st) day of the calendar month after completion of six (6) months of active service with the District.

- 7.1.7 Any unit member who is absent from duty on account of illness or accident for more than his sick leave entitlement and for up to one hundred (100) days total shall receive the difference between his regular salary and that actually paid or that which would have been paid to a substitute or fifty percent (50%) of the employee's regular daily salary, whichever is greater. Any classified employee who is absent from duty on account of illness or for a cause other than illness for more than one hundred (100) days shall receive no pay for such period.
- 7.1.8 Unit members requesting sick leave benefits may be required, after three (3) or more days of absence to submit a physician's statement or that of a person authorized by a well-recognized religious sect, denomination or organization to treat people stating the reason for absence and date of illness. In lieu of the physician's statement the District may, but need not, permit the employee to submit a sworn statement certifying the nature and length of the illness. The District need not assume that an employee's statement establishes disability conclusively, but may require a review and examination by a physician selected by the District or a practitioner of the employee's faith selected by the District. Such examination and review is at the District's expense.
- 7.1.9 A sick leave absence shall commence when the employee or agent of the employee calls in to report the absence. A sick leave day once commenced may not be reinstated as a working day without prior approval of the immediate supervisor.
- 7.1.10 Whatever the claim of disability, no day of absence shall be considered a sick leave day on which any employee of the District has engaged in a concerted work stoppage, slow-down or sick-out. A record shall be maintained of the unused sick leave days accumulated by each employee and said unused days shall be reported to the employee each school year. Verified fraudulent use of sick leave shall be considered a serious infraction of Board policy and this Agreement. Verified fraudulent use of sick leave shall be considered grounds for discipline including possible dismissal from employment.

7.2 Leaves of Absence for Industrial Accident and Illness

- 7.2.1 Industrial accident or illness leave of absence of up to sixty (60) duty days shall be granted to a member of the unit after service of twelve (12) months in the District.
- 7.2.2 Allowable leave shall not be accumulated from year to year.

- 7.2.3 Once verified, industrial accident or illness leave will be applied on the first day of absence. Any personal leaves used will be restored.
- 7.2.4 Payment of wages lost on any day shall not, when added to an award granted to the unit member under worker's compensation laws for the State, exceed the normal wage for the day.
- 7.2.5 Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made pursuant to worker's compensation proceedings.
- 7.2.6 When an industrial accident or illness occurs at a time when the full sixty (60) duty days will overlap into the next school year, the unit member shall be entitled to only that amount of leave remaining at the end of the school year in which the injury occurred.
- 7.2.7 During all paid leaves of absence, members of the unit shall endorse to the District the temporary disability indemnity received on account of the member's industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary and shall deduct normal retirement, or authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the unit member for periods covered by such salary warrants.

7.3 Bereavement Leave

- 7.3.1 Every member of the unit is entitled to a leave of absence of five (5) duty days on account of the death of any member of the immediate family. No deduction shall be made from the salary of such employee nor shall leave be deducted from leave granted by other sections of this Agreement.
- 7.3.2 Members of the immediate family, as used in this section means the mother, father, sister, brother, grandmother, grandfather, stillborn, child, grandchild and foster parent of the employee or of the spouse of the employee; and the spouse, daughter-in-law, son-in-law, of the employee, or any relative living in the immediate household of the employee.
- 7.3.3 In cases involving the death of an individual who has participated in a longstanding personal relationship with the employee, and resides in the same household as the employee, the employee may utilize available days of personal necessity leave for purposes of bereavement.

7.4 Personal Necessity Leave

- 7.4.1 The Board shall provide for a classified employee's absence for personal necessity while charging such absence to accumulated sick leave benefits.
- 7.4.2 The Board reserves the right to specify the manner of proof of personal necessity and the type of situations in which such leave will be permitted.
- 7.4.3 The total number of days used for personal necessity leave in any school year may not exceed eight (8) days.
- 7.4.4 When possible, requests for personal necessity leave shall be made at least three (3) days in advance to the Principal or supervisor and forwarded to the Superintendent, who reserves the right to verify such request by any appropriate means.
- 7.4.5 Advance permission is not required in the following situations:
 - 7.4.5.1 Death or serious illness of a member of the classified employee's immediate family (as defined under Section 7.3.2 herein).
- 7.4.6 "Personal Necessity" shall be strictly limited to its common and ordinary meaning, to wit: circumstances which are truly unavoidable, beyond the control of the classified employee and in the nature of compulsion. Leave for personal convenience, civic or non-emergency reasons or circumstances created by the choice of the classified employee does not constitute Personal Necessity Leave.
 - 7.4.6.1 A unit member may use up to 2 (two) days of personal necessity leave per year for any purpose that a unit member deems sufficiently important to absent themselves from their duties.
- 7.4.7 In no case shall Personal Necessity Leave be used for:
 - 7.4.7.1 Extension of a school holiday or vacation;
 - 7.4.7.2 Extension of an approved vacation;
 - 7.4.7.3 Personal vacation when not provided under the terms of employment;
 - 7.4.7.4 Social event (wedding of self or family member, reunion, etc.);

7.5 Maternity Leave

- 7.5.1 The Board shall provide leaves of absence for any classified employee of the District whose absence is required by pregnancy, miscarriage,

childbirth or recovery therefrom. Such absence may be requested and granted only in accordance with the provision of this Agreement applicable to sick leave and uncompensated leaves.

7.5.2 Notice

A classified employee whose pregnancy has been verified shall report her condition to her supervisor as soon thereafter as known and indicate her plans if she intends to request a leave of absence other than that of temporary disability (sick leave) due to pregnancy, miscarriage, childbirth or recovery therefrom.

7.5.3 Certification of Fitness

A pregnant classified employee shall present to her supervisor a written statement by her physician or the practitioner of a well-recognized church or denomination or her physical capacity to perform the duties of her position at the time she notifies the Board of her pregnancy and before she resumes her duties following the termination of pregnancy. When, notwithstanding such certification of fitness, the performance of a pregnant classified employee has substantially declined from the performance demonstrated by said employee at the time immediately prior to the time when notification was given of the state of pregnancy, when the employee has been absent more than three (3) consecutive days, the employee may then be required to submit a physician's statement or statement of a practitioner of a well-recognized church or denomination that she is physically fit to perform the duties assigned to her. The District need not assume that an employee's statement of her physician's or practitioner's statement established physical capacity conclusively, but may require a review and examination by a physician selected by the District or a practitioner of the employee's church or denomination selected by the District. The cost of such reexamination, minus medical insurance reimbursement, shall be borne by the District. Refusal to submit certification of fitness as required by this provision shall be considered by the Board as grounds for dismissal.

7.5.4 Temporary Disability Leave (Sick Leave)

A pregnant classified employee shall be granted temporary disability leave of absence for disabilities associated with pregnancy, miscarriage, childbirth or recovery therefrom on the same basis as leave is granted for any illness or injury. The classified employee and her physician or practitioner shall determine as far in advance of the anticipated date of childbirth as is feasible, the date on which her pregnancy will disable her from the performance of her duties and report that date to her supervisor, in order that substitute services may be arranged. Similarly, the classified employee and her physician or practitioner shall determine and report the date on which she is likely to be physically capable of returning to her duties following the termination

of her pregnancy. In either case the Board may verify the claim of the employee that she is disabled from the performance of her duties or capable of returning to her duties in accordance with the procedure contained in Section 7.5.3 herein.

7.6 Uncompensated Leaves

7.6.1 The Board will consider on an individual basis, a request by a classified employee for an uncompensated leave of absence.

7.6.2 Purpose

Uncompensated leave may be granted for the following purposes:

- 7.6.2.1 Study
- 7.6.2.2 Travel
- 7.6.2.3 Work
- 7.6.2.4 Health
- 7.6.2.5 Child-Rearing
- 7.6.2.6 Extreme illness of a family member
- 7.6.2.7 Personal hardship

7.6.3 Eligibility

Uncompensated leave may be granted to permanent classified employees only. An employee shall have completed at least one (1) year of service with the District to be considered for uncompensated leave.

7.6.4 Application

Whenever possible, requests for uncompensated leave shall be made to the Superintendent at least four (4) weeks in advance of the desired date.

7.6.5 Period of Leave

An uncompensated leave may be granted for a period up to one (1) year. A unit member may reapply at the end of the first year.

7.6.6 Commitment of Classified Employees

The classified employee granted an uncompensated leave shall inform the Board at least ninety (90) days prior to the scheduled return date as to his/her intentions. If said notification is not received, proper action shall be taken to terminate employment.

7.6.7 Commitment of Employer

At the expiration of the uncompensated leave, the classified employee shall be offered a position within the class to which he/she was previously assigned. While on uncompensated leave, an employee shall be entitled to insurance benefits provided to employees of the like status, if he/she pays the premiums therefore and he/she is eligible under the terms of the insurance carrier.

- 7.6.8 The Board is not required by this Section to grant a request for uncompensated leave. Should the board grant an uncompensated leave to a particular classified employee, such action shall not obligate the Board to grant a subsequent request for uncompensated leave submitted by any other classified employee.

7.7 Jury Duty and Judicial Appearances

Members of the unit shall be entitled to leave without loss of pay to appear in court as a witness, pursuant to a lawful order of the court, other than as a litigant, or to respond to an official order from an authorized governmental agency, or to serve as a juror. Any jury fees or witness fees received by the unit member shall be remitted to the District (excludes mileage and parking fees).

7.8 Military Leave

A unit member shall be entitled to any military leave required by law and shall retain all rights and privileges granted by or arising out of the exercise of military leave.

7.9 Personal Leave (Float Days)

A unit member shall be entitled to two (2) days of paid leave per school year to be used for any purpose which the unit member deems sufficiently important to absent himself/herself from his/her duties. These two days do not carry over to the next school year. If a new employee is hired in January or thereafter, only one (1) day of paid leave for the year shall be granted. The unit member shall notify his/her principal or immediate supervisor at least forty-eight (48) hours in advance of taking such leave. No more than twenty percent (20%) of the total number of members of the unit at any work site shall be permitted to take personal leave on any particular duty day. Personal leave days shall not be granted to any unit member who either individually or collectively participates in any concerted activity against the District arising from an employer relationship dispute.

7.10 Family and Medical Leave

- 7.10.1 Any unit member who has completed one year of service or more for a minimum of 1,250 hours with the District shall be eligible for unpaid

Family and Medical Leave for up to 12 weeks within a 12-month period.

- (a) Those unit members who do not qualify for FMLA, may be eligible to take unpaid leave for up to 4 weeks within a 24-month period. Request for additional time will be reviewed on a case by case basis.
- (b) Unit members are required to provide medical certification from a health care provider as stated in the FMLA regulations.
- (c) Unit members that may require FMLA for a serious health condition, and have worked one year or more for a minimum of 1,250 hours in the previous 12-month period, may also be eligible for paid leave in accordance with 7.11.7 (e). FMLA may run concurrently with sick leave for a unit member upon notification by the District.

7.10.2 Family Care Leave means either of the following:

- (a) Leave for reason of the birth of a child of the unit member, the placement of a child with a unit member in connection with the adoption of the child by the unit member, or the serious illness of a child of a unit member.
- (b) Leave to care for a parent or a spouse who has a serious health condition or a person who stands in *loco parentis* if that person provides day-to-day care or financial support for a child. Units members will be eligible will be based in accordance with FMLA regulations.

7.10.3 The District may require that a unit member's request for leave to care for a child, spouse, or a parent who has a serious health condition be supported by a certification issued by a health care provider of the individual requiring care.

7.10.4 In accordance with federal law, eligible unit members shall continue to participate in the health and welfare benefit program for the period of time specified as Family Care Leave.

7.11 Parental Leave / Child Bonding

7.11.1 For purposes of this provision, "parental leave" means leave for the reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

- (a) During each school year, an eligible classified employee may use his or her sick leave for purposes of parental leave for a period of up to 12 work weeks. An eligible employee is one that

has completed his/her 6-month probationary period. Pursuant Education Code 45191, a new employee of a district shall not be eligible to take more than six days, or the proportionate amount to which he may be entitled under this section, until the first day of the calendar month after completion of six months of active service with the district.

- (b) When an employee has exhausted all sick leave, including accumulated sick leave, and continues to be absent from his or her duties on account of parental leave pursuant to Section 12945.2 of the Government Code, the employee may be eligible for 50% pay for the remaining portion of the 12-workweek period in which the absence occurs.
 - i. An employee shall not be provided more than one 12-week period for parental leave during any 12-month period.
 - ii. The minimum duration of this parental leave shall be two-week time periods; however, the District shall grant a request for parental leave of less than two weeks' duration on at least two occasions.
 - ii. Parental leave taken pursuant to Education Code sections 45196.1 shall run concurrently with parental leave taken pursuant to section 12945.2 of the Government Code. The aggregate amount of parental leave taken pursuant to Education Code section 45196.1 and Government Code section 12945.2 shall not exceed 12 work weeks in a 12-month period.

7.12 Donation of Sick Leave for Catastrophic Illness

7.12.1 Sick Leave Bank

The District shall establish a catastrophic illness sick leave bank to which eligible unit members may donate earned and unused sick leave. This donation shall be irrevocable and shall be accomplished by the unit member completing a written form entitled "Catastrophic Illness Sick Leave Bank Donation Form." The form shall clearly state that the sick leave days being donated are irrevocably given to the catastrophic illness leave bank, and cannot be rescinded for any reason whatsoever. A donation to the catastrophic illness leave bank shall be a general donation, and shall not be donated to a specific employee for his or her exclusive use.

- 7.12.2 "Catastrophic Illness" is defined to mean an illness or injury that is expected to incapacitate an employee for an extended period of time, which incapacity requires the employee to take time off from work for an extended period of time, and taking an extended period of time off

work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid leave.

- 7.12.3 The District and CSEA shall establish a "Catastrophic Illness Committee" to oversee the administration of the catastrophic illness leave bank. This committee will consist of one CSEA unit member, one District management team member and one member of the Board of Trustees. Each member of the committee has one vote and all decisions must be unanimous. Members of this committee will be identified by July 1 of each year and will serve for a minimum term of one year.

7.12.4 Qualifications to Make Donations:

A unit member must meet the following qualifications in order to make an irrevocable donation to the catastrophic illness leave bank.

- (a) The unit member must be a permanent classified employee of the District.
- (b) The unit member must have an accumulated sick leave balance of at least (10) days at the conclusion of the school year immediately preceding, unless the member has utilized the Catastrophic Illness Bank during the school year.

7.12.5 Amount of Donation:

Subject to section 7.11.3 (b) above an eligible unit member must initially donate a minimum of one (1) day of sick leave to the bank. A unit member may not donate more than forty (40) hours of accumulated sick leave in any one school year.

7.12.6 Maximum number of hours in sick leave bank:

The maximum number of hours which may be accumulated in the sick leave bank is 2080 hours. However, no classified employee with one or more years of service with the District shall be denied the right to join. Once a classified employee donated time, he/she will be allowed to request catastrophic leave during their employment. New employees can add to catastrophic leave after one year of employment.

7.12.7 Qualifications of Recipient:

- (a) Any permanent unit member suffering from a catastrophic illness or subject to Family Care Leave section 7.12 is eligible to apply for use of sick leave days in the catastrophic illness leave bank, provided that the unit member has donated to the sick leave bank, in accordance with the requirements of Section 7.11.4

- (b) To be eligible for use of sick leave bank days due to personal injury or illness, the unit member must have exhausted all accrued full paid leave credits, including sick leave, vacation and other forms of paid leave.
- (c) To be eligible for use of sick leave bank days for Family Care Leave, in accordance with section 7.12, the unit member must have exhausted all vacation, and 50% of their current available year sick leave entitlement. (Prior year sick leave accrual cannot be used for Family Care Leave.)
- (d) A unit member must use all paid leave credits that he or she continues to accrue on a monthly basis before receiving sick leave hours which have been donated to the catastrophic illness leave bank.
- (e) The maximum number of hours to be utilized by one unit member for a single personal catastrophic illness, whether one (1) or recurring, shall not exceed 60 work days or 50% of the total available leave bank, whichever is less.
- (f) The maximum number of paid hours to be utilized within a twenty four (24) month period from the catastrophic illness leave bank by one unit member for paid Family Care Leave, (see section 7.12 for additional requirements) shall not exceed 30 days or 50% of the total available leave bank whichever is less.
- (g) Any unit member requesting use of sick leave hours in the catastrophic illness leave bank must provide the District with written verification of the catastrophic illness. Such verification must be prepared in writing by a licensed physician of the State of California. The District may require the unit member who is incapacitated to undergo an examination by a physician selected by the District, at the Districts expense, to verify the injury or illness, the degree of disability and the anticipated length of disability.
- (h) Provided the unit member meets all the criteria of this section, use of sick leave bank provisions shall be granted.

7.12.8 Procedure

- (a) Annual Solicitation by CSEA. Contributions for the catastrophic illness leave bank shall be solicited by CSEA during the month of August each school year. The District shall prepare all forms, which are to be used by CSEA for purposes of solicitation. The Payroll Office of the District must receive all donation forms no later than the last working day in September of each school year.

- (b) All requests for use of accumulated sick leave hours in the catastrophic illness leave bank shall be presented in writing to the District's Personnel Office. The District shall provide the unit member with a copy of this contract provision. It shall be the responsibility of the unit member to satisfy all conditions of eligibility.
- (c) The district Personnel Office shall consult with the CSEA President or designee regarding all requests for use of catastrophic illness leave bank.

7.12.9 The Committees' decision to deny unit members request for donated catastrophic illness leave shall be made only if the unit member does not meet the criteria set forth in Section 7.11.8 or 7.12. This decision shall be final and is not subject to the grievance procedure.

ARTICLE 8

TRANSFERS, FILLING OF VACANCIES, PROMOTIONS

8.1 General

All job vacancies as defined by Article 1.1.18 shall be filled in the following order:

8.1.1 Administrative transfers

8.1.2 Employee-requested transfers

8.2 Administrative transfers

Administrative transfers shall occur prior to the posting of any vacancies. Such transfer shall be initiated and effected at the discretion of the Superintendent or designee. All unit members who are involved in administrative transfers shall be informed by the Superintendent or designee in a private conference as early as possible and before public notice of the transfer. Except in cases involving issues of necessity or public safety, notice of administrative transfers shall be provided to the unit member at least five (5) work days prior to the effective date of transfer. Upon written request, a unit member shall be provided with a written statement of reasons for the administrative transfer.

8.3 Employee-Requested Transfers/Promotions

If a vacancy is not administratively filled, the position shall be announced by the Personnel Office, within fifteen (15) work days after becoming vacant. Such vacancies shall be posted on all designated staff bulletin boards for at least five (5) work days.

8.4 Employee-Requested Transfer/Promotion Procedures

8.4.1 Vacancies shall be posted on all designated staff bulletin boards. A unit member may apply in writing for a posted job vacancy from one assignment to another after completing six (6) months of service in the District.

8.4.2 Unit members with job-alike transfer applications on file by the announced closing date shall be offered an opportunity to interview for the job-alike vacancy.

8.4.3 Unit members with promotional applications on file by the announced closing date may be offered an opportunity to interview for the vacancy.

8.4.4 Assuming that all factors are equal (i.e., qualifications, experience, etc.), unit members shall be given priority in filling vacancies.

8.4.5 If it is determined that a vacant position is to be filled by existing unit members and all other factors are equal (i.e., qualifications, experience, etc.), the unit member with the greatest seniority shall be selected. If the unit members have the same seniority, determination shall be by lot.

- 8.4.6 The District reserves the right to make the final determination regarding the rating and/or ranking of applicants for vacancies.

ARTICLE 9

SAFETY CONDITIONS OF EMPLOYMENT

- 9.1 The District shall comply with the provisions of the California Occupational Safety and Health Act, as amended, (California Labor Code Section 6300 et seq.).
- 9.2 The Superintendent shall be responsible for the promulgation of safety rules for all classified employees, and may appoint a District safety officer to oversee the conditions of the District facilities.
- 9.3 This Article shall not be subject to the Grievance Procedure (Article 11 herein).
- 9.4 Occupational hazards shall be reported to the unit member's supervisor for necessary action.
- 9.5 The District safety officer shall establish a District level safety committee and school level safety committee at each school site. Such committees shall include at least one (1) classified employee.
- 9.6 The District shall provide safety training and in-service/safety handbooks or written rules required by CAL/OSHA for existing and new unit members.

ARTICLE 10

EVALUATION PROCEDURES

- 10.1 The District shall establish and maintain a continuing program of classified employee performance evaluation. The program shall include provisions for preparation of written evaluation and a means of making the results of such evaluations known to the employee.
- 10.2 Performance evaluations for all probationary employees shall be submitted to the District Office no later than the end of the second (2nd) and fifth (5th) months from the date of appointment to the positions.
- 10.3 Performance evaluations for permanent employees shall be submitted once during the school year during the months of April and May.
- 10.4 Special evaluations may be made of either permanent or probationary employees at other than specified times on the request of the Principal, or District department head.
- 10.5 Extremely unsatisfactory conditions, as well as any infraction of regulations mentioned in the Education Code, shall be evaluated promptly and brought to the immediate attention of the proper authority.
- 10.6 If any employee has just reason to question any phase or aspect of his/her performance evaluation, he/she may request a review of his/her evaluation by the next level of administration or the Board if applicable.
- 10.7 The Board or its designee shall consult with CSEA and approve an evaluation form to be used by the persons designated to evaluate employees.
- 10.8 No evaluation of a unit member shall be placed in any personnel file without an opportunity for discussion between the unit member and the evaluator. A negative evaluation shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made.
- 10.9 Evaluations shall not be subject to the Grievance Procedure.

10.10 Personnel Files

- 10.10.1 Materials in personnel files of unit members which may serve as a basis affecting the status of their employment are to be made available for inspection of the person involved.
- 10.10.2 Such material is not to include ratings, reports, or records which
 - (a) Were obtained prior to the employment of the person involved;
 - (b) Were prepared by identifiable examination committee members;
or
 - (c) Were obtained in connection with a promotional examination.
- 10.10.3 Every unit member shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District.
- 10.10.4 Information of a derogatory nature, except material mentioned in Section 10.10.2, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.

ARTICLE 11

GRIEVANCE PROCEDURE

11.1 Definitions

- 11.1.1 "Aggrieved" A member of the unit asserting a grievance or CSEA asserting a grievance on behalf of unit member(s).
- 11.1.2 "Days" as used herein, days shall mean duty days for members of the unit.
- 11.1.3 "Exclusive Representative" means California School Employees Association (CSEA).
- 11.1.4 "Grievance" assertion by one (1) or more members of the unit that there has been a violation, misapplication, or misinterpretation of the express terms of this Agreement which personally and adversely affects the member or members of the unit.
- 11.1.5 "A Party In Interest" refers to the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- 11.1.6 "Representatives" a fellow employee, administrator, agent or Exclusive Representative, or legal counsel who shall represent any party in interest at his/her election.

11.2 Limitation

No grievance shall be recognized unless it is presented at Level I within twenty (20) days after the aggrieved person knew or reasonably should have known of the act or condition and its aggrieved nature that form the basis of the grievance, and if not so presented, the grievance will be considered waived.

11.3 Procedure

11.3.1 Level I - Immediate Supervisor

A grievance will first be discussed with the aggrieved person's immediate supervisor with the objective of resolving the matter informally. In the event that the aggrieved person is not satisfied with the disposition of the grievance, he/she may submit the claim as a formal grievance in writing to the immediate supervisor. If the aggrieved person has not filed a claim within twenty (20) days after speaking with the immediate supervisor informally, the grievance will be deemed to have been waived. The aggrieved shall discuss the grievance with the immediate supervisor and may request that a representative

accompany him/her. The immediate supervisor shall within ten (10) days render his/her decision and the reasons therefore, in writing, to the aggrieved person, the Exclusive Representative, and the Superintendent.

11.3.2 Level II - Superintendent and/or his/her Designee

11.3.2.1 If the aggrieved person is not satisfied with the disposition of the grievance at Level I, or, if no decision has been rendered within ten (10) days after the presentation of the grievance, in writing, the aggrieved person may forward the written grievance to the Superintendent twenty (20) days after the decision at Level I, or twenty (20) days after the grievance was presented, whichever is sooner.

11.3.2.2 Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent and/or his/her designee shall meet with the aggrieved person and representative (if desired) in an effort to resolve the matter. The Superintendent may have a representative at such meeting.

11.3.2.3 Within ten (10) days after meeting with the aggrieved the Superintendent shall transmit a copy of the grievance and his/her proposed resolution of it to the Exclusive Representative. Within ten (10) days after receipt of a copy of the grievance and the Superintendent's proposed resolution, the Exclusive Representative will transmit to the Superintendent its written response. Such response shall indicate agreement or disagreement with the Superintendent's proposed resolution. Supporting written rationale shall accompany a position of disagreement. Within ten (10) days after receipt of the Exclusive Representative response to the grievance, the Superintendent shall render a written decision to the employee.

11.3.3 Level III - Mediation

Prior to the submission of a grievance to Level IV, either party to the grievance procedure may request that the parties utilize the services of the State Conciliation Service for mediation and recommendation regarding the outcome of the grievance.

11.3.4 Level IV - Board of Trustees

11.3.4.1 If the aggrieved person is not satisfied with the disposition of the grievance at Level III, the aggrieved may submit the grievance to the Board for consideration. Such action must be taken no later than twenty (20) days after the mediator's

private recommendation has been rendered. The Board of Trustees shall consider the grievance in executive session. The aggrieved and/or his/her representative may present written or oral argument to the Board of Trustees during the executive session. The Board of Trustees shall consider only those evidentiary materials which have been presented at prior levels. The decision of the Board of Trustees as to the disposition of the grievance is final.

- 11.3.4.2 Notification of the final decision to the parties concerned will be made within fifteen (15) days after the decision has been reached. The Board of Trustees will see that the disposition of the grievance is expeditiously implemented if any action is appropriate.

11.4 General Provisions

- 11.4.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time specified, however, may be extended by mutual consent.
- 11.4.2 A classified employee may be represented at all stages of the grievance procedure by himself/herself, and/or at the employee's option, by a representative of his/her choice and the employee may change his/her designation of a representative at any level during the grievance process.
- 11.4.3 Grievance forms will be available in each principal's office and in the District Office.
- 11.4.4 The Superintendent, or his/her designee, and the Exclusive Representative agree to make available to all in interest all pertinent information not privileged under the law which is relevant to the issues raised by the grievance.
- 11.4.5 A decision rendered at any level shall be considered final unless an appeal is registered within the time limit specified. If a decision is not given to the aggrieved party within the time limit, an appeal may be taken to the next level.
- 11.4.6 The Exclusive Representative shall be permitted reasonable periods of release time for the purpose of processing grievances.
- 11.4.7 Any record(s) pertaining to a grievance shall be kept in a grievance file separate from the employee's personnel file.
- 11.4.8 Action by a classified employee to challenge or change the provisions of this Agreement is not within the scope of the Grievance Procedure.
- 11.4.9 A "Grievance" must be based upon an alleged violation of a specific provision of this Agreement. "Complaints" from unit members regarding

alleged misapplication of policies, rules, regulations, and procedures outside the scope of this Agreement will be dealt with as provided by said policies, rules, regulation and procedures, with specific reference to Administrative Regulation No. 4135.4(a).

ARTICLE 12

CLASSIFICATION & RECLASSIFICATION

12.1 Definitions

12.1.1 Class: A group of positions sufficiently similar in duties and responsibilities that the same descriptive title may be assigned to designate each position allocated to the group.

12.1.2 Classification: That action of placing a position into a "Class." Classification means that each position in the classification shall have a designated title, minimum qualifications, and placement of the appropriate salary schedule. Each position in the classified service shall have regular minimum number of assigned hours per day, days per week, and months per year.

12.1.3 Reclassification:-The upgrading of a position to a higher classification as a result of the gradual increase of the duties and/or responsibilities being performed by the incumbent in such position. Neither increased volume of same duties nor exceptional performance of existing duties is qualification for reclassification.

12.2 Individual Classification and Reclassification Requirements

12.2.1 Position reclassification shall be subject to mutual agreement between the Board and CSEA. CSEA may separately select 5 classifications per year for review and reclassification.

12.2.2 It is the intent of this section that the incumbent(s) shall be entitled to the upgrading of positions to higher classifications where the change in duties are: significant, required by the District, permanent, and require a skill level or a responsibility level higher than usually required of the existing classification. Reclassifications may also take into consideration positions from other comparable school districts. Positions may be evaluated by the following factors:

12.2.3 An employee, their supervisor, or another manager higher in their chain of command, the Superintendent, or Superintendent's designee may initiate a request for a position audit to determine whether reclassification of the incumbent is necessary. An employee may only submit a reclassification request once every two (2) years.

12.2.4 For employee-initiated reclassifications, all relevant sections of the Position Description Questionnaire (PDQ) must be filled out, signed and filed in writing with the Assistant Superintendent of Administrative Services. For management-initiated reclassifications, the supervisory sections of the PDQ must be filled out, signed, and filed in writing with the Assistant Superintendent of Administrative Services. An email with the attached PDQ is considered to be "in writing." All employee and management-initiated reclassifications must be submitted by December 1st.

12.2.5 When the incumbent submits their PDQ to the Assistant Superintendent of Administrative Services, it will be officially logged in as of that date and time. Time limits hereunder may be lengthened in any particular case only by mutual written agreement.

12.2.6 After receiving the incumbent's PDQ, the Assistant Superintendent of Administrative Services shall provide a copy of same to the incumbent's supervisor for their comments, additional information, and concurrence (or lack thereof) of the employee's request for reclassification. After the immediate supervisor's commentary is completed, it will be submitted "up the chain" to the supervisor's supervisor (if applicable) and all intervening managers for their review and commentary, up to and including the cognizant Assistant Superintendent. All levels of this management review shall be completed by January 15th.

12.2.7 Reclassification Committee Review

12.2.7.1 Upon completion of the management review, the Assistant Superintendent of Administrative Services shall provide the PDQ, additional and supplemental information, management commentary, and other relevant data to a Reclassification Committee.

12.2.7.2 The Reclassification Committee shall be comprised of two District Administrators selected by the Assistant Superintendent of Administrative Services and two classified employees of the District selected by CSEA. Additional committee members may be included by mutual agreement.

12.2.7.3 The Reclassification Committee will evaluate the information supplied and review the duties and responsibilities of the position for which reclassification has been requested. The Reclassification Committee may seek additional information from the incumbent, supervisor, other managers, and other employees to answer questions, clarify issues, and provide additional information as necessary to complete the review.

12.2.7.4 Upon receipt of the request by December 1st, the Reclassification Committee shall render a decision and notify the employee and supervisor by March 30th, on whether to recommend that the position be reclassified. If a finding of reclassification is justified, the Reclassification Committee will further recommend placement in an existing classification or, if no such classification exists, recommend a new classification.

12.2.8 Appeal

12.2.8.1 If the incumbent does not agree with the recommendation enclosed in the findings memo, they may submit a written request for appeal to the Reclassification Committee within ten (10) working days of their receipt of the findings memo.

12.2.8.2 A meeting with the employee and the Reclassification Committee shall be scheduled within ten (10) working days from the appeal request by the employee.

12.2.8.3 After meeting with the employee, the Reclassification Committee shall provide a written response to the appeal which will be distributed to the employee, their supervisor and other managers in their chain of command not to exceed ten (10) working days. The committee's response to an appeal shall be final and not subject to grievance. The appeal process must be completed by May 30th.

12.2.9 If as a result of this process, a position is recommended for placement into a new job classification (i.e., new job description), the rules under Article 12.3 shall apply.

12.2.10 The effective date of any approved reclassification submitted to the Board of Trustees shall be effective July 1st.

12.3 New Positions or Classes of Positions

12.3.1 All newly created positions shall be designated by the District. The District shall discuss with CSEA whether the designated position falls within the bargaining unit. Any disputes over whether or not the position falls within the bargaining unit, may be challenged by CSEA through appropriate procedures of the Public Employment Relations Board.

12.3.2 The District shall have the unrestricted right to establish new positions; the District shall have the obligation upon establishment of the new position to negotiate with CSEA regarding the rate of pay and other negotiable matters. Any accord reached through the negotiations process shall be retroactive to the time of the establishment of the position.

ARTICLE 13

CSEA RIGHTS

- 13.1 CSEA shall have the right to use school buildings and facilities without rental charge subject to conditions governing civic center usage. CSEA shall have the right to use school-housed equipment to include audio-visual, duplicating machines and all other types of equipment normally available for employee use. CSEA shall supply paper and other materials necessary for the operation of such machines. CSEA shall be liable for any damage or repair caused solely by CSEA's use of such machines and for expenses incurred in their use.
- 13.2 CSEA shall have the right to post notices of activities and matters of CSEA concern on employee bulletin boards, at least one (1) of which shall be provided at each District work site in areas frequented by members of the unit.
- 13.3 Authorized representatives of CSEA shall be permitted to transact official CSEA business on District work sites. Such meetings shall not impact coverage in the classroom or playground as many of times the coverage is required based on student to staff ratio.
- 13.3.1 Upon request, CSEA shall provide the District with the names of representatives authorized to discuss CSEA business;
- 13.3.2 CSEA representatives shall report to the Principal or his/her designee upon initial entrance on site to provide identification.
- 13.4 CSEA may use the District inter-school mail service and employee mailboxes for communication to unit members. CSEA shall be responsible for inter-school distribution.
- 13.5 Unless otherwise notified by the individual employees, the names, addresses, and telephone numbers of all unit members shall be provided without cost to CSEA in October, January, and May of the school year.
- 13.6 CSEA/COE will be permitted up to five (5) days paid release per year for two employees to attend the CSEA annual conference.
- 13.7 Upon the completion of negotiations the District shall provide each existing unit member and each newly hired unit member with a copy of the existing collective bargaining agreement within forty-five (45) days after ratification by the Board.

CSEA shall provide non-paid volunteers to assist the District in the preparation of the copies of the Agreement.

- 13.8 The CSEA President or designee shall be permitted the opportunity to make a brief presentation about CSEA at new employee orientation meetings.

ARTICLE 14

MANAGEMENT RIGHTS

- 14.1 The Board on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws, Constitution of the State of California, and the Constitution of the United States including but not without limiting the generality of the foregoing rights:
- 14.1.1 To determine and administer policy.
 - 14.1.2 Subject of the provisions of the law, to hire all employees, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and to transfer all such employees.
 - 14.1.3 To determine the number and kinds of personnel necessary for the efficient operation of the District and to direct their activities.
 - 14.1.4 To determine the curriculum.
 - 14.1.5 To build, move or modify the facilities.
 - 14.1.6 To determine the methods of raising revenue.
 - 14.1.7 To contract out work in accordance with the law.
 - 14.1.8 To take action on any matter in the event of an emergency.
 - 14.1.9 To delegate to the Superintendent and/or other legally appointed officers the operation of the school system, its properties and facilities, including, but, not limited to, innovative and experimental and pilot investigation of new educational programs.
- 14.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules and regulations, and practice in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the laws of the State of California.
- 14.3 Nothing in this article shall be construed as limiting the rights of either party retained under the provisions of the Educational Employment Relations Act.

ARTICLE 15

NEGOTIATION PROCEDURES

- 15.1 No later than one hundred (100) days prior to the expiration of this Agreement, the Exclusive Representative shall present to the Board during a public session, in writing, all new proposals that are to be negotiated for a successor agreement. Any agreement so presented and subsequently negotiated shall be reduced to writing after ratification by the parties.
- 15.2 Tentative Agreement
- During negotiations items tentatively agreed upon shall be reduced to writing and initialed by both Parties.
- 15.3 Upon request, CSEA shall be provided with a copy of all non-privileged federal, state, and local public reports which contain information relating to the terms and conditions of this Agreement.
- 15.4 The District shall provide COE with a list of new hires which details their work sites and classifications on a monthly basis after the regular monthly Board meeting.
- 15.5 A reasonable number of representatives of CSEA shall be granted reasonable periods of release time for purposes of meeting and negotiating.
- 15.6 Any amendments to this Agreement shall not be effective unless they are reduced to writing and ratified by both parties.

ARTICLE 16

NO STRIKE, NO LOCKOUT

- 16.1 The Exclusive Representative and the Board agree that differences between the parties hereto shall be settled by peaceful means as provided by this Agreement. During the term of this Agreement the Exclusive Representative, in consideration of the terms and conditions of this Agreement, will not engage in, encourage, instigate, or condone any strike, work stoppage or any concerted refusal to perform work duties as required by this Agreement, and will undertake to exert its best efforts to discourage any such acts by any employees in the unit. During the term of this Agreement, the Board, in consideration of the terms and conditions of this Agreement will not authorize or permit any lockout of any persons covered by this Agreement.
- 16.2 Violation of this Article by the exclusive agent or by any person covered by this Agreement shall constitute just cause for discharge, or other discipline and/or penalties to be determined by the Board.

ARTICLE 17

EFFECT OF AGREEMENT

- 17.1 All Conditions of employment and general working conditions within the scope of meeting and negotiating pursuant to Government Code Section 3540 et seq., in effect in the District prior to and at the time this Agreement is signed are null and void. Any past practices, agreements, procedures, traditions, and rules or regulations concerning the matters covered herein shall require an updated MOU and such an agreement with CSEA and EUSD. This Agreement shall not be interpreted or implied to provide unit members with professional or other advantages therefore enjoyed unless expressly stated herein.
- 17.2 The parties agree that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands and proposals or counter proposals with respect to any matter not reserved by policy or law from compromise through negotiations and that the understandings and agreements arrived at after the exercise of the right and opportunity are set forth herein. Except for new contract negotiations, during the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- 17.3 Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section, or clause.

ARTICLE 18

DONATION OF WORK

- 18.1 The parties recognize the importance of having the community involved in the public schools. They also recognize the desire by individuals and/or community groups to donate work. While the District may wish to accept donated work, it is not the intent of this section to supplant, reduce or transfer bargaining unit work.
- 18.2 With regard to donated work which may involve incidental cosmetic work or improvements to the appearance of school facilities, the following procedures will be followed:
- (a) The District may accept the donation of work providing that it does not result in the layoff or reduction of bargaining unit employees or positions. Donated work will not be accepted by the District for the purpose of decreasing employees' workload or restricting the addition of bargaining unit positions due to demands for service. Furthermore, individuals or community groups shall not perform work routinely and customarily performed by bargaining unit members, other than that which is current practice.
 - (b) The District agrees not to circulate newspaper advertisements for donated work.
 - (c) The District will notify COE one week prior to the donation of work when possible.
 - (d) If possible, donated projects should be confined to non-student time to avoid significant infringements on support staff's work. When donated work is scheduled at times other than support staff's regular scheduled work hours, support staff should be included and compensated at the appropriate rate if their services are necessary. Arrangements for equipment and supplies should be made in advance.

ARTICLE 19

TERM OF AGREEMENT

19.1 This agreement shall be effective as of July 1, 2025, through June 30, 2028

In witness whereof, the parties hereto have caused this agreement to be signed by their duly authorized officers thereof, effective on the day and year set forth hereinabove.

ENCINITAS UNION SCHOOL DISTRICT

CLASSIFIED OF ENCINITAS



Andrée Grey, Ed.D.,
Superintendent



Date Signed



Maria Mical
COE Chapter President



Date Signed



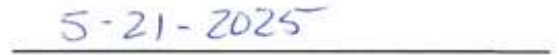
Angélica López, Ed.D.
Assistant Superintendent



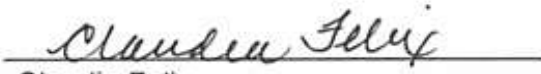
Date Signed



Sue Kauffman
COE Chapter Vice President



Date Signed



Claudia Felix
COE Chapter Treasurer



Date Signed



Matt Schroeder
COE Member



Date Signed



Ambrose Lark
CSEA Labor Relations Representative



Date Signed

2025-26

ENCINITAS UNION SCHOOL DISTRICT

CLASSIFIED HOURLYMONTHLY SALARY SCHEDULE

RANGE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6-9		Step 10-14		Step 15-19		Step 20-24		Step 25+		
	HRLY	MONTHLY	HRLY	MONTHLY	HRLY	MONTHLY	HRLY	MONTHLY	HRLY	MONTHLY	HRLY	MONTHLY	HRLY	MONTHLY	HRLY	MONTHLY	HRLY	MONTHLY	HRLY	MONTHLY	
5.0	17.98	3,115.27	18.93	3,279.23	19.95	3,458.08	20.96	3,633.20	22.05	3,823.28	23.21	4,020.75	24.14	4,181.59	24.86	4,307.03	25.62	4,436.24	26.36	4,569.32	28
5.5	18.45	3,193.49	19.42	3,364.92	20.44	3,543.79	21.50	3,726.40	22.64	3,923.89	23.81	4,125.10	24.76	4,290.10	25.51	4,418.81	26.28	4,551.37	27.05	4,687.91	29
6.0	18.93	3,279.23	19.95	3,458.08	20.96	3,633.20	22.05	3,819.54	23.22	4,024.51	24.49	4,236.89	25.45	4,406.38	26.22	4,538.56	27.03	4,674.72	27.78	4,814.95	30
6.5	19.42	3,364.92	20.44	3,543.79	21.50	3,726.40	22.62	3,920.16	23.83	4,128.82	25.05	4,341.23	26.06	4,514.88	26.83	4,650.33	27.63	4,789.84	28.46	4,933.54	31
7.0	19.95	3,458.08	20.96	3,633.20	22.05	3,819.54	23.21	4,020.75	24.50	4,240.61	25.68	4,453.01	26.71	4,631.13	27.50	4,770.05	28.33	4,913.17	29.20	5,060.58	32
7.5	20.44	3,543.79	21.50	3,726.40	22.62	3,920.16	23.81	4,125.10	25.09	4,348.67	26.36	4,568.55	27.41	4,751.30	28.23	4,893.83	29.08	5,040.64	29.95	5,191.87	33
8.0	20.95	3,633.20	22.05	3,819.54	23.21	4,020.75	24.49	4,236.89	25.71	4,460.48	27.01	4,680.35	28.09	4,867.56	28.93	5,013.59	29.80	5,164.00	30.69	5,318.92	34
8.5	21.50	3,726.40	22.62	3,920.16	23.81	4,125.10	25.05	4,341.23	26.39	4,575.98	27.75	4,807.02	28.86	4,999.30	29.73	5,149.28	30.61	5,303.75	31.52	5,462.86	35
9.0	22.05	3,819.54	23.21	4,020.75	24.49	4,236.89	25.68	4,453.01	27.04	4,687.79	28.41	4,926.27	29.54	5,123.32	30.43	5,277.04	31.35	5,435.34	32.30	5,598.40	36
9.5	22.62	3,920.16	23.81	4,125.10	25.05	4,341.23	26.36	4,568.55	27.76	4,810.75	29.13	5,052.95	30.29	5,255.08	31.20	5,412.73	32.14	5,575.11	33.13	5,742.36	37
10.0	23.21	4,020.75	24.49	4,236.89	25.68	4,453.01	27.01	4,680.35	28.41	4,930.02	29.91	5,183.40	31.11	5,390.74	32.04	5,552.45	32.99	5,719.02	33.99	5,890.59	38
10.5	23.81	4,125.10	25.05	4,341.23	26.36	4,568.55	27.75	4,807.02	29.15	5,056.69	30.64	5,310.07	31.87	5,522.49	32.84	5,688.15	33.81	5,858.79	34.82	6,034.57	39
11.0	24.49	4,236.89	25.68	4,453.01	27.01	4,680.35	28.41	4,926.27	29.94	5,190.83	31.48	5,455.43	32.74	5,673.64	33.71	5,843.85	34.73	6,019.17	35.77	6,199.75	40
11.5	25.05	4,341.23	26.36	4,568.55	27.75	4,807.02	29.13	5,052.95	30.69	5,317.52	32.27	5,589.55	33.56	5,813.13	34.57	5,987.53	35.61	6,167.16	36.65	6,352.17	41
12.0	25.68	4,453.01	27.01	4,680.35	28.41	4,926.27	29.91	5,183.40	31.51	5,459.13	33.11	5,734.89	34.43	5,964.29	35.46	6,143.21	36.52	6,327.50	37.60	6,517.33	42
12.5	26.36	4,568.55	27.75	4,807.02	29.13	5,052.95	30.64	5,310.07	32.30	5,597.01	33.98	5,887.68	35.34	6,123.19	36.40	6,306.88	37.49	6,496.09	38.60	6,690.96	43
13.0	27.01	4,680.35	28.41	4,926.27	29.91	5,183.40	31.48	5,455.43	33.11	5,738.62	34.74	6,025.56	36.14	6,266.59	37.22	6,454.59	38.34	6,648.23	39.51	6,847.67	44
13.5	27.75	4,807.02	29.13	5,052.95	30.64	5,310.07	32.27	5,589.55	33.99	5,891.40	35.68	6,185.80	37.11	6,433.24	38.22	6,626.24	39.37	6,825.03	40.56	7,029.77	45
14.0	28.41	4,926.27	29.91	5,183.40	31.48	5,455.43	33.11	5,734.89	34.79	6,033.02	36.58	6,338.60	38.06	6,592.14	39.19	6,789.90	40.36	6,993.61	41.56	7,203.41	46
14.5	29.10	5,052.95	30.64	5,310.07	32.27	5,589.55	33.98	5,887.68	35.71	6,189.51	37.45	6,495.08	38.94	6,754.87	40.12	6,957.54	41.32	7,166.26	42.59	7,381.24	47
15.0	29.91	5,183.40	31.48	5,455.43	33.11	5,734.89	34.74	6,025.56	36.59	6,342.29	38.47	6,662.78	40.01	6,929.30	41.21	7,137.18	42.45	7,351.29	43.68	7,571.83	48
15.5	30.64	5,310.07	32.27	5,589.55	33.98	5,887.68	35.68	6,185.80	37.51	6,502.53	39.40	6,826.73	40.97	7,099.81	42.20	7,312.79	43.48	7,532.18	44.76	7,758.15	49
16.0	31.48	5,455.43	33.11	5,734.89	34.74	6,025.56	36.58	6,338.60	38.49	6,671.68	40.36	6,998.13	41.97	7,278.05	43.23	7,496.39	44.53	7,721.28	45.88	7,952.94	50
16.5	32.27	5,589.55	33.98	5,887.68	35.68	6,185.80	37.45	6,495.08	39.43	6,834.17	41.44	7,177.01	43.10	7,464.09	44.38	7,688.01	45.71	7,918.66	47.06	8,156.22	51
17.0	33.11	5,734.89	34.74	6,025.56	36.58	6,338.60	38.47	6,662.78	40.41	7,005.59	42.46	7,355.87	44.15	7,650.11	45.47	7,879.60	46.83	8,116.00	48.23	8,359.48	52
17.5	33.98	5,887.68	35.68	6,185.80	37.45	6,495.08	39.40	6,826.73	41.47	7,184.46	43.56	7,549.63	45.31	7,851.62	46.66	8,087.17	48.07	8,329.80	49.50	8,579.68	53
18.0	34.74	6,025.56	36.58	6,338.60	38.47	6,662.78	40.36	6,998.13	42.50	7,363.33	44.64	7,739.68	46.43	8,049.26	47.82	8,290.74	49.25	8,539.47	50.75	8,795.65	54
18.5	35.68	6,185.80	37.45	6,495.08	39.40	6,826.73	41.44	7,177.01	43.58	7,557.10	45.85	7,944.64	47.69	8,262.42	49.10	8,510.29	50.59	8,765.61	52.09	9,028.58	55
19.0	36.58	6,338.60	38.47	6,662.78	40.36	6,998.13	42.46	7,355.87	44.69	7,747.12	47.01	8,145.86	48.88	8,471.70	50.36	8,725.85	51.87	8,987.62	53.41	9,257.26	56
19.5	37.45	6,495.08	39.40	6,826.73	41.44	7,177.01	43.56	7,549.63	45.88	7,952.07	48.14	8,347.10	50.07	8,680.98	51.57	8,941.41	53.13	9,209.65	54.73	9,485.94	57
20.0	38.47	6,662.78	40.36	6,998.13	42.46	7,355.87	44.55	7,719.53	47.03	8,153.27	49.46	8,570.68	51.44	8,913.51	52.97	9,180.92	54.57	9,456.34	56.19	9,740.03	58
20.5	39.40	6,826.73	41.41	7,172.66	43.46	7,531.28	45.64	7,907.83	47.94	8,303.23	50.31	8,718.39	52.31	9,067.12	53.89	9,339.14	55.50	9,619.31	57.16	9,907.89	59
21.0	40.39	6,998.13	42.45	7,351.98	44.55	7,719.53	46.76	8,105.54	49.12	8,510.81	51.56	8,936.36	53.62	9,293.82	55.23	9,572.63	56.89	9,859.82	58.59	10,155.61	60
21.5	41.41	7,176.92	43.47	7,535.77	45.67	7,912.52	47.96	8,308.17	50.33	8,723.59	52.85	9,159.76	54.96	9,526.15	56.60	9,811.93	58.30	10,106.29	60.06	10,409.48	61
22.0	42.46	7,356.34	44.56	7,724.16	46.77	8,110.35	49.13	8,515.89	51.59	8,941.67	54.16	9,388.78	56.32	9,764.33	58.01	10,057.26	59.74	10,358.98	61.56	10,669.74	62
22.5	43.52	7,540.25	45.69	7,917.26	47.98	8,313.12	50.37	8,728.79	52.87	9,165.22	55.49	9,623.49	57.71	10,008.42	59.43	10,308.67	61.22	10,617.94	63.10	10,936.48	63
23.0	44.58	7,728.75	46.81	8,115.18	49.18	8,520.93	51.62	8,946.99	54.22	9,394.33	56.93	9,864.05	59.21	10,258.61	60.99	10,566.38	62.80	10,883.37	64.67	11,209.87	64
23.5	45.73	7,921.98	47.99	8,318.06	50.39	8,733.97	52.91	9,170.68	55.55	9,629.19	58.34	10,110.66	60.68	10,515.08	62.49	10,830.53	64.36	11,155.45	66.29	11,490.11	65
24.0	46.79	8,113.91	49.16	8,521.56	51.62	8,946.94	54.22	9,393.58	56.94	9,864.05	59.74	10,357.71	62.14	10,772.03	64.00	11,095.18	65.92	11,428.04	67.91	11,770.87	66

SCHEDULE OF ENCINITAS CLASSIFIED CLASSIFICATIONS

REPRESENTED BY CSEA CHAPTER 493

2025-26 SCHOOL YEAR

CLERICAL/SECRETARIAL	RANGE	HOURLY WAGE
CLERK/TYPIST I	6.5	19.42
CLERK/TYPIST II	8.5	21.50
SCHOOL SERVICES SECRETARY	9.5	22.62
HEALTH TECHNICIAN I (Non-LVN)	10.0	23.21
FARM LAB OPERATIONS ASSISTANT	10.0	23.21
SCHOOL SERVICES SECRETARY- BILINGUAL	10.0	23.21
DISTRICT ADMINISTRATIVE ASSISTANT	10.5	23.81
HEALTH TECHNICIAN II (LVN)	12.0	25.68
HUMAN RESOURCES TECHNICIAN	12.5	26.36
STUDENT SERVICES PROGRAM ASSISTANT	14.0	28.41
OFFICE MANAGER	14.0	28.41
DATA SPECIALIST	14.0	28.41
ADMINISTRATIVE ASSISTANT - MOG	15.0	29.91
ADMINISTRATIVE SECRETARY	15.0	29.91

BUSINESS/ACCOUNTING	RANGE	HOURLY WAGE
ACCOUNTING/PURCHASING ASSISTANT	11.0	24.49
PUBLICATIONS/WAREHOUSE SPECIALIST	11.5	25.05
ACCOUNTING TECHNICIAN	13.0	27.01
PAYROLL TECHNICIAN	15.5	30.64
DISTRICT ACCOUNTANT	18.0	34.74

MAINTENANCE/OPERATIONS	RANGE	HOURLY WAGE
SITE CUSTODIAN	9.5	22.62
OPERATIONS ASSISTANT	10.0	23.21
GROUND/MOINTENANCE ASS'T	10.0	23.21
FARMING ASSISTANT	10.0	23.21
LEAD FARMER	14.0	28.41
SKILLED MAINTENANCE WORKER	14.0	28.41
WAREHOUSE LEADPERSON	14.0	28.41
GROUND'S LEADPERSON	15.0	29.91
LEAD CUSTODIAN	15.0	29.91
HVAC TECHNICIAN	15.0	29.91
SKILLED MAINTENANCE WORKER II	16.0	31.48
MAINTENANCE LEADPERSON	18.5	35.68

COMMUNITY RELATIONS	RANGE	HOURLY WAGE
SITE BILINGUAL COMMUNITY LIAISON	10.0	23.21

INFORMATION TECHNOLOGY	RANGE	HOURLY WAGE
INFORMATION SYSTEMS TECHNICIAN	16.0	31.48
INFORMATION SYSTEMS DATA ANALYST	16.5	32.27
INFORMATION SYSTEMS TECHNICIAN II	18.0	34.74
NETWORK ADMIN SYSTEM ADMINISTRATOR	23.0	44.58

INSTRUCTIONAL SERVICES	RANGE	HOURLY WAGE
SAFETY MONITOR	5.5	18.45
INSTRUCTIONAL ASSISTANT	6.5	19.42
INSTRUCTIONAL ASST. BILINGUAL	7.0	19.95
INST. ASST/SPECIALIZED CARE I	8.0	20.95
INST. ASST/SPECIALIZED CARE I - BILINGUAL	8.5	21.50
INST. ASST/SPECIALIZED CARE II	9.0	22.05
SITE LIBRARY MEDIA ASSISTANT	9.5	22.62
EDUCATION SERVICES ASSISTANT	10.0	23.21
BEHAVIOR SPECIALIST ASSISTANT	10.5	23.81
OCCUPATIONAL THERAPIST	24.0	46.79

FOOD SERVICES	RANGE	HOURLY WAGE
NOON SUPERVISOR	5.0	17.98
FOOD SERVICES ASST I	5.0	17.98
FOOD SERVICES ASST II	6.5	19.42
OPERATIONS ASSISTANT CNS	9.5	22.62
FOOD SERVICES DELIVERY PERSON	10.5	23.81
CENTRAL KITCHEN LEAD	11.0	24.49
CHILD NUTRITION SPECIALIST	12.0	25.68