AGREEMENT

between the

BOARD OF EDUCATION

of the

LAS VIRGENES UNIFIED SCHOOL DISTRICT

and the

LAS VIRGENES CLASSIFIED ASSOCIATION/CTA

July 1, 2023

to

June 30, 2026

Adopted: October 10, 2023

Updated: August 2025

LAS VIRGENES CLASSIFIED ASSOCIATION

GROWING IN EXCELLENCE

Board of Directors 2023-2024

Elaine Gottfried Ullman, President

Edna Sandoval, Vice President

Jan Gil, Treasurer

Andrea Menschel, Secretary

California Teachers Association Staff: Andrew Staiano

NEGOTIATING TEAM:

Jan Gil

Elaine Gottfried Ullman

Cornell Hampton

Edna Sandoval

Frank Sosa

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Calendar, 2025 - 2026

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Classified Evaluation Form

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ARTICLE 1

RECOGNITION

1.0 The District confirms its recognition of the Association as the exclusive representative for that unit of employees comprised of the following positions:

Account Technician1

Account Technician 2

Account Technician 3 District Office

Account Technician 3 Bookkeeper

Account Technician 4

Account Technician 5

Assistant Technical Director

Bilingual Instructional Assistant

Board Secretary

Cafeteria Helper 1

Cafeteria Helper 2

Cafeteria Helper 3

Campus Supervisor – Elementary School

Campus Supervisor – High School

Campus Supervisor – Middle School

Certified Nursing Assistant (CNA)

College and Career Advisor

Communications Coordinator

Computer Network Technician

Cook

Credential Analyst

Custodian

Custodian/Swim Pool

Custodian Leader

Delivery Worker

Emergent Multilingual and Family Engagement Specialist

Facilities Coordinator

Front of House Coordinator

Gardener 1

Gardener 2 Sprinkler Repair

Groundsworker

Health Care Technician

Health Clerk

Human Resource Analyst

Human Resource Technician

Human Resource Technician 2

Instructional Assistant

Instructional Specialist – Applications

Instructional Specialist – Art

Instructional Specialist – Behavior

Instructional Specialist – Computer

Instructional Specialist - Gardening

Instructional Specialist – Music

Instructional Specialist – P.E.

Instructional Specialist – Speech & Language

Instructional Specialist – Theater

Maintenance 1 Generalist

Maintenance 2 Utility

Maintenance 2 Swim Pool

Maintenance 3 Generalist

Maintenance 3 Heating, Ventilating, Air Conditioning, and Refrigeration Technician

Maintenance 3 Locksmith

Maintenance 3 Painter

Maintenance 3 Plumber

Media Center Clerk – Elementary

Media Center Clerk – Secondary

Media Center Coordinator - Elementary

Media Center Coordinator - Secondary

Office Assistant 1

Office Assistant 2

Office Assistant 2 Bilingual

Office Assistant 3

Office Manager:

Elementary School
High School
Maintenance Operations and Facilities
Middle School
Small School
Para Educator 1
Para Educator 2
Payroll Specialist
Production Coordinator
School Occupational Therapist
School Physical Therapist
Secretary 1
Secretary 1 – Attendance
Secretary 2
Secretary 2 – Registrar/Attendance
Secretary 3
Secretary 5
Senior Accountant
Serving Kitchen Driver
Serving Kitchen Operator
Stagehand
Student Data Specialist
Transition Coordinator
Transition Specialist
Warehouse 1
Warehouse Coordinator
Workers' Compensation Specialist

Excluding certificated and all other positions not designated, including but not limited to: Superintendent; Deputy Superintendent; Assistant Superintendents; Director of Human Resources; Chief Technology Officer; Business Manager; Director of Child Nutrition, Maintenance, Operations and Facilities; Assistant Director of Child Nutrition; Theater Production Manager; Network Administrator; Director of Finance and Accounting; Assistant Director of Maintenance; Operations and Facilities; Bond Project Manager; Senior Administrative

Assistant;Cafeteria Manager; Plant Managers - Elementary, Middle, and High; Executive Assistant, and substitutes and short term.

ARTICLE 2

NON-DISCRIMINATION

2.1 The District and the Association agree that the provisions of this Agreement shall be applied without discrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, sexual orientation, gender identity, gender expression, genetic information, military or veteran status, or membership in the Association or participation in the lawful activities of the Association.

2.2 No reprisals shall be taken against a unit member by reason of their participation in any procedure or activity provided for in this Agreement or in any existing District policy, rule or regulation.

ARTICLE 3

SALARIES AND HEALTH AND WELFARE BENEFITS

3.1 Salaries

3.1.1 Salary Increases

3.1.1.1 Salary schedules for all job families will be updated to reflect that effective July 1, 2025, steps 1–5 on all 2025–26 salary schedules shall increase by $0.50 per hour. An additional increase of $0.50 per hour shall be applied to steps 1–5 of all salary schedules effective January 1, 2026.

3.1.1.2 Conejo Unified, Santa Monica Malibu Unified, Oak Park Unified, Simi Valley Unified, Moorpark Unified, Ventura Unified, and Burbank Unified may be used as comparison districts for salary comparisons as needed.

3.2 Insurance

3.2.1 General Coverage

3.2.1.1 Medical insurance shall be provided to eligible employees through the ASCIP Health Plan (or other negotiated provider).

3.2.1.2 The District and LVCA agree to examine multiple options for providing quality health care at the lowest possible cost. Those options will include development of a Health Benefit Committee for consideration of health care coalition programs, participation in existing Labor-Management Trusts or Joint Power Authorities, formation of a larger group through cooperative programs with local school districts, or other direct services from health care insurers or providers. The Committee shall be composed of equal numbers of representatives from the District, the Las Virgenes Educators Association, and the Las Virgenes Classified Association.

3.2.1.3 Eligible unit members are unit members working twenty (20) hours or more a week. The District's benefit allowance will be calculated on a pro rata basis (i.e., the District allowance will be 80% of the full-time allowance for a unit member working 28 hours a week).

3.2.1.3.1 Unit members working in multiple classifications (e.g., Cafeteria Helper 1 and Campus Supervisor) shall have all hours worked in those multiple classifications considered in determining eligibility for the District’s benefit allowance.

3.2.1.4 For the purposes of this provision, a full-time unit member is a unit member who works thirty-five (35) hours or more per week and is assigned at least a ten (10) month work year.

3.2.1.5 The District will contribute the following amounts toward a unit member's insurance Benefits beginning January 1, 2026:

1. $12,223 (on a pro-rata basis) for members electing Single Medical coverage
2. $12,956 (on a pro-rata basis) for members electing Two-Party Medical coverage
3. $14,214 (on a pro-rata basis) for members electing Family Medical coverage
4. $20,000 (on a pro-rata basis) for full-time LVUSD employees who are married to each other (or eligible domestic partner).

3.2.1.6 If annual premiums exceed an employee's pro rata benefit allowance, the employee will be responsible for paying any excess premium by way of ten payroll deductions during pay periods September to June. Through the District's IRC 125 Cafeteria Plan, these deductions may be made with pre-tax dollars.

3.2.2 Full Time Eligible Employees

3.2.2.1 Medical must purchase medical insurance unless proof of alternate coverage acceptable to the District is provided.

3.2.2.2 Dental May be selected.

3.2.2.3 Vision May be selected.

3.2.2.4 Employee Income Protection (Short-Term Disability Insurance) Must be purchased.

3.2.3 Part Time Eligible Employees Unit members working a minimum of twenty (20) hours per week and less than thirty-five (35) hours per week.

3.2.3.1 Medical may select any medical insurance plan offered by the District.

3.2.3.2 Dental May be selected.

3.2.3.3 Vision May be selected.

3.2.3.4 Employee Income Protection (Disability Insurance) Must be purchased.

3.3 Cash Back and Bonus

3.3.1 Eligibility

3.3.1.1 Employees in benefit eligible status hired prior to March 4, 1999.

3.3.1.2 Employees hired on or after March 4, 1999, who have successfully completed one year of work in benefit eligible status, prior to October 1 are eligible for cash back, effective at the beginning of the next calendar year.

3.3.2 Full Time Eligible Employees

3.3.2.1 Cash Back Cap

a) For employees hired prior to November 22, 2002, and receiving cash back in 2012: the cash back amount is calculated by subtracting the total of selected benefits from $6,500. Cash back is capped by the amount received in 2012.
b) For employees hired prior to November 22, 2002, and not receiving cash back in 2012: the cash back amount is calculated by subtracting the total of selected benefits from $6,500. Cash back is capped at $2,000.
c) For employees hired on or after November 22, 2002: the cash back amount is calculated by subtracting the total of selected benefits from $6,500. Cash back is capped at $2,000.

3.3.2.2 Calculation and Payment of Cash Back

a) If an eligible employee selects insurance plans (medical, dental, vision, income protection, basic life insurance) which costs less than the Cash Back cap noted in Article 3.3.2.1 the employee shall be entitled to the difference.
b) This benefit will be included on employee's regular paychecks for the ten pay periods September through June and subject to applicable taxes.

3.3.3 Part Time Eligible Employees

3.3.3.1 Employees not selecting a medical insurance plan, and in accordance with eligibility guidelines stated in Article 3.3.1, are eligible for a cash-in-lieu of benefits Cash Bonus.

3.3.3.2 In selecting this Bonus, employees will still pay for selected dental and/or vision coverage and/or basic life insurance (optional) and income protection (mandatory). These premium payments will be made by way of

ten payroll deductions during pay periods September through June. Through the District's IRC 125 Cafeteria plan, these deductions may be made with pre-tax dollars.

3.3.3.3 Calculation and Payment of Cash Bonus

a) Cash Bonus is initially calculated and paid tenthly. Effective January 2012- 11% of Basic Assignment earnings.
b) Bonus shall not exceed pro rata cash back cap, $6,500 for full-time employees hired prior to November 22, 2002 or $2,000 for full-time employees hired on or after November 22, 2002. For those employees hired on or after November 22, 2002, the annual bonus will be divided by ten, and paid out tenthly during the school year. For employees who were hired prior to November 22, 2002, cash bonus will be estimated and paid tenthly, with the final payment for the school year adjusted to equal 11% of basic assignment earnings.
c) Cash Bonus is considered taxable earnings and is subject to applicable taxes.

3.4 Grandfather Provisions

3.4.1 Unit members working less than 0.5 FTE and who were taking some form of pro rata benefit as of January 1, 1990 shall be "grandfathered" in that ability, provided their participation in the plan has been continuous. Any break in pro rata participation shall make the unit member ineligible for benefits unless they are working 0.5 FTE or greater.

3.4.2 All those regular unit members working more than 50% and having benefits paid 100% by the District as of June 30, 1976, will receive a benefit allowance on the same basis as full time unit members hired prior to 1990.

3.5 Retirement Medical Benefits

3.5.1 A benefit-eligible unit member aged 55 or older, with ten (10) or more years of service within the District, and who was enrolled in a District health benefit plan as of retirement from the District, shall be reimbursed for employee-only health insurance premiums or medical payments, including payments to Medicare up to $2500 per year for five (5) years from date of retirement or until the age of 65, whichever is longer.

3.5.2 Additional Medical Benefit Plan Information

3.5.2.1 If the premium of the plan selected by the retiree exceeds the designated annual allotment, the retiree shall be responsible for paying the difference.

3.5.2.2 The retiree may also, at their option and subject to the conditions set by the insurance provider, purchase additional insurance for their spouse/ dependents at their own cost.

3.5.2.3 The unit member must retire from regular employment with the District and be officially accepted into the State Teachers Retirement System (STRS)/Public Employee Retirement System (PERS) prior to receiving the benefit. Acceptance shall be defined as monthly receipt of retirement income from STRS/PERS. Verification to the District Office shall be the responsibility of the retiree. The monthly benefit is initiated in the month following the receipt of all documentation.

3.5.2.4 The retiree must submit proof of their health insurance premiums or medical payments to the District designee no later than May 31st of each year the retiree is eligible for reimbursement. Failure to do this will forfeit the reimbursement for any unsubmitted expenses for that fiscal year, July 1 - June 30.

3.5.2.5 If the retiree purchases their own medical insurance or in the event of relocation to an area not serviced by the selected District provided Health Plan, the District will reimburse the individual retiree's retirement benefit for each fiscal year as outlined above. No later than May 31st of each year the retiree is eligible for reimbursement, the retiree must provide evidence of coverage for each respective fiscal year, July 1 - June 30.

3.5.2.6 If the benefits herein are adjusted through a future agreement, all eligible retirees shall receive the updated benefit up until the age-defined parameters established in this article. Benefits will not be applied retroactively.

ARTICLE 4

HOURS AND OVERTIME

4.1 Workweek
The workweek shall consist of forty (40) hours for full- time employees.

4.2 Workday
The workday shall consist of eight (8) hours for full-time employees.

4.2.1 When a night shift (approximate hours 2:30 p.m. - 11:00 p.m.) changes to a day shift (approximate hours 6:30 a.m. - 3:00 p.m.), the affected employee's hours shall be adjusted to provide a ten (10) hour break between the last night worked and first day worked.The unit member shall work their regular eight (8) hour shift on the day of the change.

4.3 Four-Day Workweek
During summer months and winter and spring recess periods, a ten (10) hour day, four (4) day workweek may be substituted for the normal five (5) day workweek upon mutual agreement between the parties. A normal week is defined as one that does not include a holiday.

4.4 Adjustment of Assigned Time
A unit member who works an average of thirty minutes or more per day in excess of their regular part-time assignment for a period of fifteen (15) consecutive working days or more shall have their statutory benefits (sick leave and vacation) adjusted upward for the full duration of the assignment to reflect the longer hours.

4.5 Refusal
A unit member shall have the right to refuse an overtime, standby, call-in, waiting time-overtime assignment except in the case of a critical emergency.

4.6 Declaration of an Emergency
In times of extraordinary stress and/or disaster resulting from storms, floods, fire or other calamitous events, the District may declare the existence of an emergency and designate the location, nature, cause, area, and extent of the emergency if in its opinion:

4.6.1 The emergency is a matter of general public and District concern; and

4.6.2 Work and remedial measures are required to immediately avert, alleviate, repair, or restore damage or destruction to property having a general public and state interest and to protect the health, safety, convenience and welfare of the general public of the District.

4.7 Standby Time
Standby time is defined as required time spent by the unit member on call to provide service to the District. The unit member can be on call at home. In either case, if called, the unit member shall report to the assignment within a reasonable time of the call. Employees required to standby shall be paid their regular rate of pay.

4.8 Waiting Time
Waiting time is defined as time spent while waiting for work or materials. Employees required to wait shall be paid at the appropriate rate of pay whether regular or overtime.

4.9 Call-In Time
A unit member called in to work on a day or hour when the unit member is not scheduled to work shall be paid for a minimum of four (4) hours work. Employees who are called in to work shall be paid at the appropriate rate of pay whether regular or overtime.

4.10 Overtime

4.10.1 Scheduled Overtime. Employees will be paid for the actual hours assigned and worked.

4.10.2 Authorization for Overtime. Overtime shall be authorized by the Superintendent, designee or immediate supervisor. Overtime not related to emergencies shall be assigned on an equitable basis to qualified employees. An employee is qualified for the overtime assignment if the employee possesses the skills and training necessary to safely perform the work as determined by the immediate supervisor and/or experience. Peak load is exempt from this provision. Peak load is defined as discretionary site funding for additional hours of classified support as determined by the site administrator.

4.10.3 For Site/District events (custodial, gardener, and facility, all unit members on site will be contacted by the supervisor/designee in charge of the event. Overtime shall be distributed and rotated by district seniority, as defined in Article 5.2, among all qualified unit members within each location/site. In the event that there are no on-site unit members who accept the Overtime opportunity for theSite/District event, any available unit member may be offered the assignment in accordance with Articles 4.10.7 and 4.10.8. The District may offer the assignment to a plant manager only when the Overtime assignment addresses an urgent need and no unit member at the site has accepted the Overtime assignment.

4.10.4 Overtime List. There shall be one established overtime list for maintenance and operations, effective January 1 through June 30 and another overtime list effective July 1 through December 31 (hereinafter referred to as the active period). During the months of June and December unit members shall be asked if they wish to be on the overtime list. New or current unit members, who gain qualifications, may join the list during its active period.

4.10.5 Assignment of Overtime from the Overtime List. At the start of each rotation (January 1 and July 1) unit members shall be listed in district seniority order. Overtime opportunities shall be sent via text message and email to the unit members on the Overtime List. Unit members on the list shall have twelve (12) hours to respond to the message indicating their wish to work the specified overtime. The most senior member who responds to the Overtime request will be offered the Overtime opportunity; if accepted, that unit member will then move to the bottom of the list. With the next open opportunity, the person at the top of the list who responds within twelve (12) hours will be offered the Overtime. The rotation continues in this manner until the next list is created in January and July, at which time the list resets with the unit member who is most senior within the group at the top of the list.

If a member declines the Overtime opportunity three times they will be moved to the bottom of the list. After the twelve (12) hour period, if a unit member does not respond it will be considered the equivalent as declining the opportunity.

4.10.6 Overtime Compensation

4.10.6.1 Overtime work in the unit member's assigned classification shall be paid at a rate of 1.5 times the unit member's regular rate of pay for work that exceeds eight (8) hours in one day or forty (40) hours in any calendar week.

4.10.6.2 Employees who work an average workday of four (4) hours or more during a five (5) day workweek shall receive overtime at a rate of 1.5 times the unit member's regular rate of pay for work performed on the sixth or seventh day following the commencement of the workweek.

4.10.6.3 Unit members working overtime out of classification for any overtime assignment shall be paid at a rate of 1.5 times the entry-level rate for the classification of the job performed.

4.11 Compensatory Time

Employees may request to take compensatory time off in lieu of cash compensation for overtime. Such request will be submitted to the immediate supervisor within five (5) working days after the time was worked. Compensatory time off shall follow the overtime provisions of this article where applicable. Further, compensatory time off shall be taken, when possible, within thirty (30) days from the date compensatory time off was granted, but in no case shall it be taken after twelve (12) months from the date it was earned and at such time the unit member shall receive a cash payment for compensatory time not taken.

4.12 Unit members required to work on holidays designated in this agreement shall be paid compensation, or given compensating time off for such work, in addition to the regular pay received for the holiday, at the rate of time and one-half their regular rate of pay.

4.13 Rest Periods
Unit members shall be granted rest periods, which insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes for each four (4) hours worked. Part-time employees shall have rest periods prorated. Any deviation in this procedure shall be with the authorization of the immediate supervisor. In the absence of the ability to acquire the supervisor's concurrence in changing the time of the rest period, the unit member shall contact the supervisor as soon as possible to report the change.

4.14 Lunch Periods
Unit members working in excess of six (6) hours per day shall be entitled to an uninterrupted lunch period. The length of time for such a lunch period shall be no longer than one (1) hour nor less than one-half (1/2) hour and shall be scheduled for full-time unit members at or about the midpoint of each work shift. Any deviation in this procedure shall be with the authorization of the immediate supervisor. In the absence of the ability to acquire the supervisor's concurrence in changing the lunch period, the unit member shall contact the supervisor as soon as possible to report the change.

4.15 Sign In and Sign Out
All unit members covered by this article shall personally sign in and out of work in a manner required by their supervisor and as determined by the unit member's assignment.

4.16 Shift Differential Definition
Shift Differential is defined as a regular, continuing schedule of eight (8) hours per day in which One-half (½) or more of this regular shift is worked after 6 p.m., or a regular part-time unit member who is assigned to a regular continuing schedule in which four (4) or more hours are worked after 6 p.m., or a regular unit member who is assigned to a regular, continuing schedule the hours of which are substantially unusual for their class of employment.

4.17 Shift Differential Compensation
Unit members required to work a shift as defined in Section 4.16 shall be paid an amount equal to the step of the next higher salary range which is approximately two and one-half percent above the unit member's regular salary. If any unit members work four (4) or more hours between the hours of 1 a.m. to 7 a.m. they shall be entitled to pay at the second higher salary range, which is approximately five percent above the unit member's regular salary.

> 4.17.1 A unit member receiving differential compensation shall not lose such compensation if they are temporarily, for twenty (20) working days or less, assigned to a shift not entitled to such compensation.

4.18 Meetings
Unit members are expected to attend all regular or special meetings called or authorized by the Superintendent or designee. Should such a meeting occur outside of the regular working hours, unit members will be paid for attendance unless the meeting is declared as voluntary.

4.18.1 Part-Time Employees

Unit members employed less than full-time are subject to the provisions of this article unless specifically excepted.

ARTICLE 5

PAY AND ALLOWANCES

5.1 Permanent Status

5.1.1 A new unit member shall be granted permanent status in the District after 6 months of paid service or after 130 days of paid service, whichever is longer.

5.1.2 A permanent unit member who is placed in a new classification shall retain permanent status in the District and shall be granted permanent status in the new classification after 130 working days of satisfactory service in the new Classification.

5.2 Seniority Date

The seniority date of a unit member shall be the unit member's date of hire. Date of hire shall be the date the unit member first rendered service in a classified position on a continuous basis to the District.

5.3 Step Advancement

New employees placed on step one of the salary schedule shall move to step two upon attaining permanent status as described in Article 5.1.1 hereafter, unit members shall move to the next higher step in one-year increments until they reach the last step of the classification.

5.3.1 For the purpose of administering the salary schedule, the advancement date for all new employees on step one shall be on the first day of the calendar month during which the unit member was given permanent status.

5.3.2 New employees placed on any step above step one shall move annually to the next higher step of the classification until they reach the last step of the classification. Employees who were employed above step one shall have their advancement date commence on the first day of the calendar month following one year of employment.

5.4 Longevity

Employees who have served the District for the time periods listed herein shall be eligible for such pay subject to the following provisions:

5.4.1 Employees working full-time shall receive the appropriate full dollar amount based upon the hours worked at the time of eligibility.

5.4.2 Employees working less than full-time shall receive the appropriate prorated dollar amount based upon the hours worked at the time of eligibility.

5.4.3 A unit member whose hours are increased or decreased after they have been paid longevity shall have their longevity pay changed to reflect the change in hours.

5.4.4 Full-time employees shall receive longevity pay as follows:
5.0% additional per month after eight (8) years of service
3.0% additional after eleven (11) years of services (for a total of 8%).
3.0% additional after fourteen (14) years of services (for a total of 11%).

5.5 Job Descriptions

5.5.1 The process of job description modification and creation and reviewing reclassification requests will be monitored through the collaborative efforts of the Employer Employee Relations Committee (EERC).

5.5.2 Requests for reclassification of a particular position or group of positions will be considered by EERC no sooner than every 18 months. Reclassification "means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such a position." Should range increases be recommended, the recommendation will be referred to the LVCA and District negotiating teams. This does not waive an employee's rights under Section 5.6 (Working Out of Classification).

5.6 Working Out of Classification
A unit member who is required to perform duties in a higher classification for a period of time that exceeds five (5) working days within fifteen (15) calendar days shall receive a salary adjustment for all of the days in which the unit member worked at the higher classification. The salary adjustment shall be effected on the schedule of the temporary position at the lowest step that will give a minimum of five (5) percent increase in salary. However, in no case shall the 5% exceed the dollar amount paid for the maximum step of the new schedule number.

5.7 Licenses and Certificates
Licenses and certificates which employees are required to obtain after employment or are required to renew after employment shall be paid for by the District with the exception of the drivers' licenses Class II and Class III. Released time shall be granted for obtaining and renewing these licenses (excluding all drivers' licenses Class II and III). Pursuant to 5.9, the District shall grant release time for obtaining or renewing the first aid certificate.

5.7.1 In those cases in which the licensing or certificating agency requires that a unit member be examined during the employee's regular working hours, the unit member may request in writing to their immediate supervisor permission to

take the examination. Upon receipt of the employee's written request and a written verification from the licensing or certificating agency, the immediate supervisor shall grant reasonable release time.

5.8 First Aid Certificate
If the District cannot provide first aid training, the employees who are required to have a First Aid Certificate shall be provided release time and shall be reimbursed for out-of-pocket expense cost to obtain the certificate, providing prior approval is given.

5.9 Meals
A unit member who, as a result of an authorized work assignment, must have meal(s) away from the District, shall be reimbursed, not to exceed per diem rates on the travel voucher form, upon the submission of itemized receipts.

5.10 Lodging
A unit member who, as a result of an authorized work assignment, must be lodged away from home overnight shall be reimbursed for the reasonable cost of such lodging.

5.11 Mileage
A unit member when authorized to use their vehicle on District business shall be reimbursed at the same rate per mile as all other employees in the District. The mileage will be equal to the current I.R.S. rate. Should travel by air coach be appropriate, the unit member shall be reimbursed at the rate of air coach fare.

5.12 Sick Leave Compensation (Unused Sick Leave, includes PN)
Classified employees who have not used any sick leave days for the fiscal year shall be granted a stipend of $500. Part-time employees shall have this benefit prorated. Classified employees who have not used more than three sick leave days for the fiscal year shall be granted a stipend of $250. Part-time employees shall have this benefit Prorated.

5.13 Special Health Care Stipend
Students who need ongoing special health care beyond that which would be considered first aid, dispensing of oral medication or inhalers shall be identified through the IEP process, 504 modification plan or a physician's order.

Such specialized health procedures shall be performed in one of the following ways:

a. By the health clerk at the school site provided that such service is agreed to by the health clerk and that such service is compensated by a 4% pay differential as long as the employee is required to perform the service.

b. By another classified employee provided that the employee agrees to perform the service and is compensated as above.

In all cases, the employee providing the service shall be provided training and will be held harmless from liability by the District as provided by law. No unit member shall be transferred for declining to perform the specialized health service.

5.13.1 The special health care bonus can be used when an employee is required to assist a student with diapering or toileting. For clarification purposes, the stipend is intended to be used when an employee assists a student with toileting needs, it is not intended to be used when an employee is required to walk a child to the restroom.

5.13.1.1 Para Educator 2 staff will be eligible for the Special Health Care Bonus (5.13) if the performance of such duties are ongoing for their particular job Assignment.

5.14 Bilingual Differential Pay

A unit member who is responsible for conversing with people in a language other than English and performs this service on a regular basis, and whose use of this language is of significant benefit to the operations of the District, shall be compensated by a 4% pay differential as long as the employee is required to perform this service.

5.14.1 This differential shall not be used in situations when only occasional use of bilingual skills is required.

5.14.2 The bilingual differential is assigned by the site administrator and submitted on the appropriate form to the Director of Human Resources or designee.

5.14.3 The bilingual differential shall not be paid to unit members whose job qualifications require bilingual skills as a condition of employment.

5.14.4 The bilingual designation for any unit member may be terminated at any time by the District, at which time the differential shall no longer be paid.

5.14.5 The bilingual differential will be adjusted to reflect any percentage increase which may be applied to the salary schedule. Such an adjustment shall be made each time a percentage increase is applied to the salary schedule.

ARTICLE 6

HOLIDAYS

6.1 Scheduled Holidays
Employees shall be entitled to the following paid holidays: January 1; the day in January known as “Martin Luther King, Jr. Day”;the day in February known as “Presidents Day”; the day in May known as “Memorial Day”; “Juneteenth” June 19);July 4; the day in September known as “Labor Day”; the day in November known as “Veterans Day”; the day in November proclaimed by the President as “Thanksgiving Day”; and December 25; and five (5) additional holidays to be determined by the district. The specific dates for each of these holidays will be determined by the district’s calendar committee.

6.1.1 Additional Holidays
In addition, employees shall be entitled to every day appointed by the President or Governor as a holiday, unless it is a special or limited holiday. Holidays declared by the District in addition to the above, shall be paid holidays for employees providing pupils are not in attendance and certificated employees receive pay.

6.2 Holiday Eligibility
Holiday eligibility for employees shall be determined as follows:

6.2.1 Employees shall be in a paid status during any portion of the working day immediately preceding or succeeding the holiday in order to be paid for that holiday.

6.2.2 Employees who are not normally assigned to duty during the school holidays of Thanksgiving, December 25 or January 1 or any other day declared a holiday during the winter and spring recess, shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

6.3 Holidays on Saturday or Sunday
When a holiday falls on a Sunday, the following Monday shall be deemed to be that holiday. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be that holiday. The operation of this section shall not cause any eligible unit member to lose any of the holidays to which they are entitled.

6.4 Compensation
Employees required to work on holidays designated in Article 6.1 shall be paid compensation or given compensating time off for such work, in addition to the regular pay received for the holiday, at the rate of time and one-half of their regular rate of pay.

ARTICLE 7

VACATION

7.1 Vacation Accumulation

Any unit member whose compensation is fixed by the month and is employed on a twelve (12) month basis, shall earn annual vacation based on time in paid status in accordance with the following schedule. All other unit members are entitled to a prorated share proportionate to the time in paid status.

1 - 5 years	12 days or	1.00 days a month
6 - 10 years	15 days or	1.25 days a month
11-15 years	18 days or	1.50 days a month
16-20 years	21 days or	1.75 days a month
over 20 years	24 days or	2.00 days a month

7.2 Completion of Probation

Vacation cannot be taken until the probation period has been completed and the amount of vacation can never exceed the amount accrued.

7.3 Scheduling Vacations

7.3.1 Unit members who are assigned to work a student based schedule (HS Media Center Coordinators and unit members assigned to work a calendar of 190 days or less) shall take vacation during winter and spring recess periods or days when school is not in session unless the supervisor and the unit member agree otherwise. A unit member may notify payroll on their time sheet that they do not want to be paid for those days of vacation, but vacation may not be approved if it interferes with student services unless there is an emergency. If an agreement cannot be reached, the Director of Human Resources or designee shall meet with both the unit member and the supervisor and then schedule the days.

7.3.2 For unit members who are not on student based schedules, supervisors shall survey unit member vacation requests and designate annually at the beginning of the fiscal or school year the blackout periods for which vacation requests will not normally be granted. Unit members may request vacation days from among the other days.

7.3.3 In order that the work of a school or office may not be disrupted by having too many employees out at one time, or by having employees out during periods when their skills are particularly needed, vacations shall be scheduled at a time subject to the approval of the immediate supervisor. Should more than one unit member want vacation in a particular time period, the unit member with the most seniority will be granted first choice. No unit member shall have their approved vacation withdrawn to accommodate a subsequent request of a more senior employee.

7.3.3.1 Unit members shall submit a Leave Request for vacation at least ten (10) business days prior to their requested vacation dates. Supervisors will respond to all vacation Leave Requests within three (3) business days of the request. Any requests denied will include the reason clearly stated on the Leave Request.

7.3.4 For unit members who work 12 months, vacation requests for the months of June, July, and August may be denied if not submitted by March 1. If an agreement cannot be reached, the Director of Human Resources or designee shall meet with both the unit member and the supervisor and then schedule the days.

7.3.5 Any bargaining unit member who feels that they have had a vacation request unreasonably or arbitrarily denied may appeal that decision to the Director of Human Resources or designee.

7.4 Vacation Carry-Over

7.4.1 Unit members not on school based calendars must use earned vacation days by the end of the following fiscal year, but in no case shall earned, accumulated vacation days exceed twenty-four (24) days as of June 30th of any fiscal year. If the unit member's supervisor denies the opportunity to use the vacation within the time limits above, it shall be paid no later than thirty-one (31) days after the close of the fiscal year.

7.4.2 Unit members who are assigned to work a school based calendar will be paid their vacation balance no later than thirty-one (31) days after the close of the fiscal year.

7.5 Vacation Pay Upon Separation

A permanent unit member who has been in service of the District continuously for one year or more shall be allowed to exhaust their vacation prior to the date of their

separation. In lieu of that option, the unit member shall be paid for the vacation at the rate of the unit member's salary at the time of separation.

7.6 Interruption of Vacation

A permanent unit member may be allowed to interrupt or terminate vacation leave in order to begin another type of paid leave without return to active service, provided the unit member supplies notice and relevant supporting documentation regarding the basis for such interruption or termination. When all or part of a permanent unit member's vacation is to be converted to illness or bereavement leave, the appropriate vacation credit shall be restored to the unit member's earned vacation balance.

7.7 Holidays

Holidays falling within an employee's scheduled vacation period shall be paid days and not considered as a vacation day.

ARTICLE 8

LEAVES

8.1 Definition

"Immediate family" for the purposes of this article means: the mother, mother-in-law, step-mother, father, father-in-law, step-father, grandmother, grandfather, grandchild, spouse, domestic partner as, defined by the California Family Code, son, son-in-law, step-son, foster-son, daughter, daughter-in-law, step-daughter, foster-daughter, brother, brother-in-law, sister, sister-in-law, half-sibling, aunt, uncle, niece, nephew, or cousin of the unit member, or any person who for an extended, continuous and indefinite time, has been living in the employee's immediate household and is domiciled in the employee's household.

8.1.1 A “designated person” as defined by the California Family Rights Act shall be treated as “immediate family” for the purposes of this article.

8.2 Sick Leave

8.2.1 For the purpose of this section, all regular part-time employees are considered employed on a 10-month basis.

8.2.2. All regular employees, other than temporary or substitute, are credited with one day of sick leave per month, equivalent to their total FTE (40 Hours = 1 FTE).

8.2.3 A new unit member shall not be eligible to take more than six days, or the proportionate amount to which they may be entitled, until the first day of the calendar month after completion of their probationary period.

8.2.4 Sick leave pay will be made on the basis of the assigned number of hours per day.

8.2.5 Part-time employees, or those paid by the hour, will earn and be charged sick leave as follows:

For each full month worked (this will include September and June for those working five or more school months), the assigned number of hours worked per day will be converted to the equivalent of an eight-hour day (i.e., an assigned position of six hours per day equals 75% of a day of sick leave; if a full school year (September to June) is worked, the total for the year would be seven and one-half sick days).

8.2.6 Unused sick leave allowances shall be cumulative.

8.2.7 Sick leave is defined as an illness, or other physical or mental disability, preventing the unit member from working. Medical appointments are included when the situation is acute enough to keep the unit member from working. Employees may use up to 20 days per year of their accumulated sick leave to attend to the illness of a member of their immediate family, or an accident

involving the employee's person or property, or the person or property of a member of the employee's immediate family. Verification of the illness of a unit member or a family member will be required when the absence is 5 consecutive days or longer.

8.2.8 Employees are required to report absences in a timely fashion to the website designated by the District.

8.2.9 Verification of Illness

Whenever leave from assignment is frequent or extensive, or whenever the supervisor has reason to question the validity of an illness claim, the illness is to be verified before the supervisor approves the leave. No loss of pay shall occur for an unverified illness unless authorized by the Director of Human Resources or designee. A unit member will be notified when a loss of pay will occur pursuant to this Article.

8.2.10 If a unit member is absent for less than a full day, sick leave shall be charged on a pro rata basis in increments of fifteen minutes.

8.3 Illness Not Covered by Sick Leave

A regular classified employee shall once a year be credited with a total of not less than one-hundred (100) working days of paid sick leave, including days to which they are entitled under Education Code Section 45191. Such days of paid sick leave in addition to those required by Education Code Section 45191 shall be compensated at not less than 50% of the employee's regular salary. The paid sick leave authorized under such a rule shall be exclusive of any other paid leave, holidays, vacation, or compensation time to which the unit member may be entitled.

8.3.1 When a unit member has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of illness or accident for a period beyond the one hundred (100) days as provided in Article 8.3, and the unit member is not medically able to resume the duties of their position, the unit member shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months.

8.4 Parental Leave

8.4.1 After exhausting all sick leave including all accumulated sick leave and the unit member continues to be absent from their duties on account of Parental Leave pursuant to Government Code section 12945.2, the unit member shall be compensated at no less than 50% of the unit member’s regular salary for the remaining portion of the twelve (12) workweek period of Parental Leave. A unit

member shall not be provided more than one (1) twelve-week (12) period for Parental Leave during any twelve (12) month period. In accordance with the California Family Rights Act, a unit member must use the twelve-week (12) Parental Leave within a year of the child's birth/adoption or foster placement.

8.4.2 The twelve-week (12) period of Parental Leave shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of Parental Leave.

8.4.3 Parental Leave, taken pursuant to Education Code section 45196.1 shall run concurrently with Parental Leave taken pursuant to Government Code section 12945.2. The amount of Parental Leave taken pursuant to Government Code section 12945.2 shall not exceed twelve (12) workweeks in a twelve (12) month period.

8.4.4 For the purposes of this section only, Parental Leave includes leave for the reason of the birth of a child of the unit member, or the placement of a child with the unit member in connection with the adoption or foster care of the child by the unit member.

8.5 Effect of Sick Leave

While on paid sick leave or illness not covered by sick leave, a unit member shall retain salary schedule status; fringe benefits; and shall receive experience credit.

8.6 Expiration of Sick Leave

After the expiration of all paid sick leave or illness not covered by sick leave as outlined in Articles 8.2-8.4, a unit member may request a leave of absence without pay according to the requirements of the Leave of Absence Without Pay section, 8.9.

8.7 Transfer of Sick Leave

Any unit member who has been an employee of another public school district, county superintendent of schools, or community college district for a period of one calendar year or more, whose employment is terminated for reasons other than action initiated by the employer for cause and who subsequently accepts employment in the District within one year of termination of their former employment, shall have transferred with them the total amount of earned sick leave for illness or injury to which they are entitled under the Education Code.

Notwithstanding the above, a unit member who was terminated as a result of action initiated by the former employer for cause may upon written request and approval of the District, have transferred earned leave of absence for illness or injury.

8.8 Personal Necessity Leave of Absence

8.8.1 Employees may use, at their election, up to nine (9) days of sick leave per school year for cases of personal necessity.

8.8.2 Personal necessity shall be deemed to be an activity that cannot be conducted outside of the normal working hours. These days are non-cumulative and may not be taken for vacation or recreational pursuits, for alternative employment, or concerted activities against the District.

8.8.3 Employees utilizing Personal Necessity Leave must submit a Leave Request indicating the dates to be used for this purpose. Unit members requesting Personal Necessity for three or more consecutive days must state a reason pursuant to 8.8.2.

8.9 Leave of Absence Without Pay

8.9.1 A request for a leave of absence without pay shall be considered on an individual basis. The District's approval of the request shall depend upon the merits of each case.

8.9.2 A unit member returning from leave may be reassigned to a comparable position if a vacancy exists. If there is no vacancy, they shall be given preferential status for future comparable vacancies, other vacancies in which they are qualified, or for substitute work.

8.9.3 While on leave of absence without pay, a unit member shall only retain earned salary schedule status and shall receive no fringe benefits, salary or experience credit.

8.10 Maternity Leave

The District shall act in accordance with Government Code 12945.

8.11 Childrearing Leave

8.11.1 Following the birth or adoption of a child by a unit member, the unit member may request a childrearing leave. The District may grant such leave in multiples of six (6) months for a period of time not to exceed two (2) years.

8.11.2 A unit member returning from leave may be reassigned to a comparable position if a vacancy exists. If there is no vacancy, they shall be given preferential status for such vacancies, as well as for substitute work.

8.11.3 While on childrearing leave, a unit member shall only retain earned salary schedule status and shall receive no other fringe benefits, salary or experience credit.

8.12 Opportunity Leave

Opportunity leave is defined as an opportunity for the unit member to have an alternate experience that will enhance that employee's effectiveness.

8.12.1 The Board may grant opportunity leave for a period of time not to exceed one (1) year, with the unit member having an option to request an extension not to exceed an additional year.

8.12.2 Granting of opportunity leave shall be subject to the District's ability to find a suitable replacement.

8.12.3 A unit member returning from leave may be reassigned to a comparable position if a vacancy exists. If there is no vacancy, they shall be given preferential status for such vacancies as well as for substitute work.

8.12.4 While on opportunity leave, a unit member shall only retain earned salary status and shall receive no other fringe benefits or salary.

8.12.5 Experience credit may be granted for experience while on opportunity leave.

8.13 Military Leaves

The District shall act in accordance with state and federal laws pertaining to Military Leave.

8.14 Jury Duty

8.14.1 A unit member shall be entitled to a leave without loss of pay for any time the unit member is required to perform jury duty. The District shall pay the unit member their regular rate of pay. The unit member shall turn over to the District any compensation received for jury service. Any meal, mileage, and/or parking allowance provided the unit member for jury duty shall not be considered in the amount received for jury duty.

8.14.2 Any day during which a unit member whose regular assigned shift commences at 4 p.m. or after and who is required to serve all or any part of the day on jury duty shall be relieved from work with pay.

8.15 Court Appearance Leave

Unit members will be granted leaves of absence, with pay, for the time they are required to testify as a witness other than litigant or to respond to a subpoena from a governmental agency. Leave will not be granted under this section if the court order is brought about through connivance or misconduct of the unit member or any association or personal litigation against the District. Unit members shall be paid their regular earnings and any amount received for court appearance fees shall be endorsed to the District. The unit member's salary schedule status, fringe benefits, and experience credit will be continued during this leave.

8.16 Bereavement Leave

In addition to available sick leave, if any, the unit member shall be allowed five (5) days absence with pay for each death in the immediate family.

8.17 Industrial Accident and Illness Leave

8.17.1 A unit member suffering an injury or illness arising out of and in the course and scope of their employment shall be entitled to a leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year. When any leave will overlap a fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

8.17.2 Payment for wages lost on any day shall not, when added to an award granted the unit member under the Workers' Compensation laws of this state, exceed the normal wage for the day. The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, a unit member is still receiving temporary disability payments under the Workers' Compensation laws of this state at the time of the exhaustion of benefits under this section, they shall be entitled to use only so much of their accumulated and available normal sick leave or vacation, which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.

8.17.3 When a unit member on industrial accident or illness leave is able to return to work as verified by their attending physician, they shall be reinstated in their Position.

8.17.4 While on industrial injury and illness leave, the unit member shall be entitled to fringe benefits, experience credit, retention of salary schedule status, and salary excluding wage loss benefit checks received under Workers' Compensation.

8.18 Leave Without Benefits

If a unit member is on leave for which benefits are not provided, the unit member may receive such benefits if they pay the District for actual costs for visual and dental, and directly to the medical provider for medical benefits.

8.19 Family Medical Leave

The District agrees to comply with the mandatory provisions of the Family and Medical Leave Act and the California Family Rights Act. The District will adopt administrative procedures to implement the provisions of these laws.

After a request for Family Medical Leave is received by the District, eligibility shall be determined based on the prior twelve months' service. Available leaves under this agreement shall be incorporated and run concurrently with those authorized by the FMLA and CFRA.

8.20 Emergency Leave Due to Natural Disasters and Pandemics

In the event that work is canceled by the District administration because of natural disasters and/or pandemics, and virtual work opportunities are not available, unit members will remain in paid status for a duration determined by the District. This leave shall be granted without loss of pay/benefits and shall not be charged against the bargaining unit member's personal necessity or other paid leave.

8.21 Reproductive Loss Leave

In accordance with Senate Bill 848, unit members who have worked for the District for more than 30 days may take up to five (5) days of unpaid reproductive loss leave following a reproductive loss event. A reproductive loss event includes a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. Leave must be taken within three (3) months of the event and may be taken non-consecutively. Unit members may use available sick leave or other paid leave to remain in paid status during this time. All requests and documentation related to reproductive loss leave will be handled with the highest level of confidentiality and sensitivity. A unit member can only take up to 20 days of Reproductive Loss Leave in a 12-month period, even if they experience multiple reproductive loss events.

8.22 Victim of Violence Leave

In accordance with California Assembly Bill 2499 and Labor Code Section 230, a unit member who is a victim of a qualifying act of violence, including domestic violence, sexual assault or stalking or who has an immediate family member who is a victim may

take time off from work to attend judicial proceedings related to the crime. This leave shall be unpaid unless the unit member elects to use sick leave, personal necessity or vacation. The District may require documentation from unit members seeking leave. The District will maintain the confidentiality of any employee requesting Victim of Violence Leave, in compliance with applicable laws. The District shall provide reasonable accommodations for a victim of domestic violence, sexual assault, or stalking, who requests an accommodation for the safety of the victim while at work

ARTICLE 9

TRANSFERS AND PROMOTIONS

9.1 General Considerations
Qualifications, past performance, length of service to the District, and staffing needs shall be considered prior to making any unit member transfers.

9.2 Unit Member Initiated Transfer

9.2.1 Posting of Notice
Notice of all job vacancies shall be sent electronically to all district employees and may be posted on bulletin boards in prominent locations at each District job site. The job vacancy notice shall remain open for a period of eight (8) working days, during which time employees may file for the vacancy.

9.2.2 Notice Contents
The job vacancy notice shall include the job title, a brief description of the position and duties, the minimum qualifications required for the position, the number of hours per day, regular assigned work shift times, months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.

9.2.3 Filing
A unit member requesting a transfer in location or classification when a vacancy occurs shall make application through the online application process (currently edjoin.org) by the established deadline.

9.2.4 Transfer Time Frames
If a Paraeducator 1 or Paraeducator 2 requests a transfer in location or classification for the following fiscal year, they shall make a written request for reassignment on the prescribed district form by the date identified on such form.

The list of employees established herein shall be voided by June 30 of the following year and a new list established through the aforementioned process. A list of employees requesting transfer shall be established by the Human Resources office. Employees who are on leave or vacation shall be sent notices of openings for which they submitted requests.

9.2.5 Review
Employees who receive written notification that their request for transfer has been denied shall have the opportunity to request a review with the personnel office concerning the reasons for the decision. The request shall be in writing and received in the personnel office within five working days of the employee's receiving the notification.

9.3 Mileage Compensation During Temporary Assignments
Any unit member required to work in a temporary assignment which is more than five (5) miles from their permanent assignment, shall be compensated for the total mileage difference between their permanent assignment and their temporary assignment at the amount established in this agreement for reimbursement for mileage. Such compensation shall be paid to the unit member within five (5) days after an appropriate expense claim is submitted.

9.4 District Office Initiated Transfers
The district may initiate unit member transfers when deemed necessary. All personnel affected shall participate in a conference with both supervisors and District Office personnel.

Procedures for staffing new schools or departments, as well as procedures deemed necessary to balance our staffing, will include the principles outlined in 9.1 of the transfer procedures.

9.5 Medical Transfers
The district may give alternate work when the same is available to a unit member who has become medically unable to satisfactorily perform their regular job class duties. The alternate work may constitute promotion, demotion, or lateral transfer.

9.6 Salary Step placement for a unit member who applies for and receives a new position.

A unit member who applies for and receives a new position shall be placed on the lowest step of the new schedule number that will give a minimum of five (5) percent increase in salary. However, in no case shall the five (5) percent exceed the dollar amount paid for the maximum step of the new schedule number.

The unit member shall receive the new salary beginning on the day that the new duties commence.

The unit member who applies for and receives a new position shall serve in this position for 130 working days, exclusive of authorized leaves, prior to being classified as permanent. A unit member not retained in this position will be returned to the position held before or another position in that classification. The District may fill behind a promotional appointment with a substitute, if appropriate.

ARTICLE 10

PROCEDURES FOR EVALUATION

10.1 Permanent Employees

Permanent employees shall be evaluated annually by the first of May except that any probationary employee gaining permanent status during the month of March, April or May need not be evaluated until the following year. In order to support the unit member in meeting District standards, the District may conduct off-cycle evaluations at any time. All off-cycle evaluations will be preceded by a pre-evaluation counseling session. The pre-evaluation counseling session shall be used to give the unit member information about District performance standards and expectations as set forth in the evaluation form, and any changes in those standards and expectations. The pre-evaluation counseling session will be in advance of the off-cycle evaluation so that the unit member can conform to District standards and expectations.

10.1.1 Permanent employees who receive an evaluation that Meets Standards in all applicable factors may be evaluated biennially (every other year) instead of annually, unless otherwise requested by the employee. Off-cycle evaluations may be made at any time pursuant to the guidelines stated in Article 10.

10.2 Probationary Employees

Evaluations for probationary employees are to be provided to the District Office at the end of the third month and no later than two weeks preceding the end of the sixth month of employment.

10.3 Procedure for Evaluation

The immediate supervisor(s) is responsible for the evaluation and shall discuss the evaluation during work hours with the evaluated unit member before it is signed by both parties. The unit member shall be provided a signed copy of the evaluations.

10.4 Recommendations

In areas where improvement is needed, the immediate supervisor shall include specific recommendations for improvement and shall assist the unit member in implementing those recommendations.

10.4.1 Probationary Employees - Prior to their first scheduled evaluation, the new unit member shall be given information about the District's performance evaluation form and Program.

10.4.2 Permanent Employees - If the employee's evaluation is less than satisfactory, the supervisor shall make recommendations for improvement and monitor compliance with those recommendations.

10.5 Special Recognition

Employees deserving special recognition for exemplary performance shall have those areas specifically noted in the evaluation.

10.6 Evaluation Rebuttal

If the unit member is in disagreement with a portion of the evaluation, a written response may be provided to the immediate supervisor and Director of Human Resources. This written response shall be read and attached to the evaluation and placed in the unit member's personnel file. In addition, any unit member taking exception to the evaluation shall have the right to appeal through the complaint procedure to the Board of Trustees (also referred to as Board of Education).

10.7 Revision of Evaluation Form

The evaluation form has been revised (see appendix).

ARTICLE 11

PERSONNEL FILES

11.1 Contents of File
Personnel files shall be maintained at the District office and shall be the only official file for each unit member.

11.1.1 Files other than the official personnel file may be maintained, however, no derogatory information contained in such a file shall be entered into the official personnel file until the unit member has been given an opportunity to respond to such information as outlined in Article 11.3.

11.1.1.1 The supervisor will discuss problems or complaints with the unit member at the time they occur or as soon as possible thereafter.

11.2 Inspection of File
A unit member shall have the right to inspect their personnel file at a time when the unit member is not actually required to render services to the District.

11.3 Derogatory Information
Information of a derogatory nature shall not be entered or filed until the unit member has been given the opportunity to review and comment thereon.

11.3.1 The employee's comments shall be attached to any derogatory statement.

11.3.2 Upon request, the unit member shall be released from duty, without loss of pay, during normal business hours to review derogatory information.

11.3.3 A unit member who alleges that information in their personnel file (other than the evaluation) is false or misleading or unrelated to work performance shall have the right to submit a request to have it corrected or removed.

ARTICLE 12
SAFETY

12.1 Safety

12.1.1 The District shall furnish to each of its employees a place of employment which is free from recognized hazards that are causing or likely to cause death or serious physical harm to its employees.

12.1.2 The District shall make personal protective equipment available for all employees as required by their job duties.

12.1.3 The District shall comply with occupational safety and health standards established by the State and/or Federal Government.

12.1.3.1 Each unit member shall comply with occupational safety and health standards and all rules, regulations and orders issued by the State and/or Federal Government which are applicable to their own actions and conduct and shall report any unsafe condition in writing to their immediate supervisor and the Director of Child Nutrition, Maintenance, Operations and Facilities.

12.1.3.2 The District shall have a reasonable period of time to correct the reported unsafe condition.

12.1.4 No unit member shall be discriminated against in any way as a result of reporting any condition believed to be a violation of the State and/or Federal Government.

12.2 Safety Committee

12.2.1 The Safety Committee shall meet a minimum of four times a year to discuss safety-related concerns and review any other pertinent safety reports or recommendations and shall include representatives from the Association.

12.3 If a condition is declared to be unsafe or if the unit member reasonably fears a condition is unsafe, they may refuse a directive to work under said unsafe condition.

12.4 Workplace Violence Prevention

The District shall abide by all components of California Senate Bill 553 whereas a written Workplace Violence Prevention Plan shall be established, implemented, and enforced for the safety of all unit members. The Plan shall be in effect at all times and in all work areas and be specific to the hazards and corrective measures for each work area and operation.

Workplace violence shall be defined as the threat or use of physical force (including, but not limited to, harassment, stalking and other unwanted behaviors) against an employee that results in, or has the high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury. The District will work with unit members and authorized employee representatives to participate in identifying, evaluating, and determining corrective measures to address and prevent instances of workplace violence committed by other District staff, students, or outside visitors. The

District's Workplace Violence Prevention Plan shall be in writing and shall be available to all unit members upon request.

Unit members will follow all workplace violence prevention plan directives, policies, and procedures, and assist in maintaining a safe work environment. Unit members shall report all threats or acts of workplace violence to their immediate supervisor who will inform the designated Workplace Violence Prevention Plan administrator.

ARTICLE 13

LAYOFFS AND REDUCTION OF HOURS

13.1 Layoff and Reduction
The Board may lay off employees or reduce the hours of employees for lack of work, lack of funds, or other legally authorized reasons. In the event employees are laid off and/or reduced in hours, the employees shall be laid off or reduced in hours in inverse order of seniority in the class in which the layoff and/or reduction occurs. The unit member who has been employed the shortest time as a probationary or permanent unit member in the class, plus higher classes, shall be considered to have the least seniority.

13.2 Order of Layoff and/or Reduction
Employees shall be laid off in the following order:

13.2.1 Short Term

13.2.2 Regular employees (probationary and permanent).

13.3 Rights of Laid Off and/or Reduced in Hours Employees

13.3.1 Notice and Hearing Rights
When it becomes necessary to reduce the number of regular employees, the District must give notice to the Board and the affected employees, no later than March 15. The notice to the employees shall state the reasons that the employee's services will not be required for the ensuing year, inform the employee of the employee's displacement rights, if any, and reemployment rights. As it relates to hearing rights, the employee may request a hearing to determine if there is cause for not reemploying the employee for the ensuing year. (See Ed Code Section 45117)

13.3.1.2 Specially Funded Programs
Notwithstanding the requirements of this Article, when positions must be eliminated as a result of the expiration of a specially funded program, the employees to be laid off must be given written notice not less than 60 days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights.

13.3.2 Bumping Rights
A regular unit member who is laid off and/or reduced in hours from a class and who has previous regular service in an equal or lower class shall have the right to bump a unit member with less seniority in that class. In the event of a tie, the District shall break the tie by lottery. For the purposes of layoff, seniority shall be based on the date of hire within the classification, and shall include time in any higher classifications.

13.3.2.1 Affected employees and the association shall be given written notice of layoff via certified mail or in person not later than March 15 of the ensuing year and informed of their displacement (bumping) rights, if any, and reemployment rights. Upon request, the association may review bumping and reemployment procedures with the District prior to effective date of layoff or reduction in hours.

13.3.2.2 To exercise bumping rights, the unit member must notify the Assistant Superintendent of Personnel in writing on a District provided form no later than five (5) calendar days after receiving notice of layoff/reduction.

13.3.2.3 Any unit member bumped has the same bumping rights as stated in Section 13.3.1 above.

13.3.2.4 A unit member's placement shall be determined by bumping:
First, The least senior unit member with the same number of hours per day;
Then, The least senior unit member with the next existing greater number of hours per day;
Then, The least senior unit member with the next existing fewer number of hours per day;
Then, The least senior unit member with the same number of days per year;
Then, The least senior unit member with the next existing greater number of days per year;
Then, The least senior unit member with the next existing fewer number of days per year.
The unit member shall be placed in the first position for which they qualify in the sequence above.

13.3.2.5 During the bumping process, positions will not be split. Assignments which consist of multiple classifications, containing classifications not affected by the reductions, shall not be split to accommodate bumping.

13.3.2.6 Any unit member who is reduced in hours or reduced in classification pursuant to this rule, shall receive a salary in the same step of the salary range in the class to which he was bumped. Any unit member reinstated pursuant to this rule shall receive longevity credit for salary placement purposes.

13.3.3 Reemployment Rights
Persons laid off are eligible for reemployment for a period of thirty-nine (39) months and shall be offered reemployment in the class from which laid off prior to offering employment in that class to new applicants. In addition, during the thirty-nine (39) month period such persons laid off shall have the right to apply for and be considered for positions in higher/lower classifications. Information regarding available positions can be accessed through Edjoin (www.edjoin .org), or by contacting the Human Resources Department.

13.3.3.1 Notices regarding reemployment shall be sent via email to the employee's last provided personal email address and phone to the employee's last provided phone number.

13.3.3.2 Offers of reemployment or increase in hours shall be made in order of District seniority from those available employees on the reemployment list. Active employees who qualify for positions will not be considered new employees.

13.3.3.3 A unit member shall be deemed unavailable for employment if the unit member fails either to respond within three (3) work days or refuses three (3) offers of reemployment in the same class and for the same or more hours than those served at the time of the layoff. In such cases, the employee's name shall be removed from the reemployment list.

13.3.3.4 A unit member shall remain entitled to receive an offer of reemployment during the thirty-nine (39) month period if refusal of reemployment is to the same class but for less hours than those served at the time of layoff or to a different class.

13.3.4 Reduction in Hours in Lieu of Layoff
Prior to a layoff of employees, the District shall provide information of any available reduced hour positions and may grant a unit member voluntary demotions or voluntary reductions in hours in lieu of layoff.

13.3.4.1 Employees who accept voluntary demotions or voluntary reductions in hours in lieu of layoff shall do so in writing on a form to be provided by the District.

13.3.4.2 Such employees shall be granted the same rights as a unit member who has been laid off and shall retain eligibility to be considered for reemployment for an additional twenty-four (24) month period provided that the same tests of fitness under which they qualified for appointment to the class shall still apply.

13.3.4.3 The District and the association agree to apply for "work-sharing" benefits provided by the Employment Development Department if the number of employees that have had a reduction of hours is sufficient to qualify for this program.

13.3.5 Temporary or Substitute Employment Lists

13.3.5.1 The District shall maintain a list of laid off employees who have indicated in writing that they are available to be employed as temporary or substitute Employees.

13.3.5.2 The District shall offer temporary or substitute employment for which the unit member on the list qualifies before offering such employment to other available people.

13.3.5.3 A refusal of an offer to temporary or substitute employment, shall not affect the laid off employee's status on the thirty-nine (39) month reemployment list. Three (3) consecutive refusals shall cause the employee's name to be removed from the temporary or substitute employee list.

13.3.6 Status of an Employee on Industrial Accident Leave
A unit member who is on industrial accident leave and who is laid off shall be placed on the reemployment list in order of seniority and shall be offered reemployment without regard to the industrial accident leave status except as provided below.

13.3.6.1 The laid off unit member shall provide proof of fitness for any position subsequently offered by the District.

13.3.6.2 Lack of fitness shall not be deemed a refusal of work offered nor shall it affect the employee's standing on the reemployment list.

13.3.6.3 A medical doctor's report which states that the unit member is physically fit to perform all of the duties of the position offered shall be sufficient proof of fitness.

13.3.7 Election of Retirement in Lieu of Layoff

13.3.7.1 A unit member who qualifies for service retirement may elect to retire in lieu of layoff.

13.3.7.2 The District shall notify the Board of Administration of the Public Employees Retirement System of the fact that retirement was due to layoff.

13.3.7.3 A unit member who retires in lieu of layoff shall be placed on the thirty-nine (39) month reemployment list in the same manner as all others on the list.

13.3.7.4 If the unit member accepts in writing an offer of reemployment, the District shall hold the position vacant until such time as the Board of Administration of Public Employees Retirement System notifies the District that the employee's request for reinstatement from retirement has been approved or rejected.

13.4 Benefits for Employees Who Are Laid Off or Reduced in Hours

13.4.1 Employees who are laid off shall have existing District contributions toward the group medical insurance and/or group dental insurance programs continued for a period of one (1) month after the effective date of layoff.

13.4.2 Employees who are laid off may continue the group medical insurance programs at their option and expense for such time and under such circumstances as provided by COBRA. (Note: Specific details of this procedure are contained in the Notice of Right to Continue Coverage under COBRA, which is provided to all employees).

13.4.2.1 The District shall inform the unit member of this option at the time of the employer's notification of layoff.

13.4.2.2 The unit member shall notify the District in writing within ten (10) days of the employee's intent to exercise the option. Such notification shall also include payment in full of all premiums.

13.4.3 In the event the District reduces employees' hours of work, the District and the association agree to jointly apply for work-sharing benefits on behalf of these employees with the State of California Employment Development Department.

13.5 Unemployment Benefits of Laid Off Employees
The District shall not use an employee's refusal to exercise bumping rights or accept a reduction in hours in an attempt to disqualify the unit member from receiving whatever unemployment benefits the unit member is eligible to receive by virtue of a layoff for lack of work or lack of funds.

13.6 Exclusivity of Rights
The rights granted to the Association and the employees who are laid off or reduced in hours under this article are the sole and exclusive rights granted to them by the District. No other rights are intended or implied by the inclusion of this article in this collective bargaining agreement except that a violation of this article is subject to the grievance procedure contained in the collective bargaining agreement, Article 15.

ARTICLE 14

DISCIPLINE

14.1 Permanent Employees
Disciplinary action shall be imposed on permanent unit employees for sufficient cause only.

14.2 Probationary Employees
Probationary employees serve at the pleasure of the District and may be dismissed at any time without cause.

14.3 Implementation of Disciplinary Action
The Superintendent or their designee shall have the power to implement disciplinary action consistent with procedural due process requirements.

When appropriate, the principles of progressive discipline enumerated below shall be utilized. The Superintendent or designee, based on the nature and/or severity of the circumstance(s), may skip one or more progressive discipline steps.

1. Identification of problem/concern and/or verbal warning
2. Written warning not placed in unit member's personnel file
3. Written warning to be placed in the unit member's personnel file
4. Suspension without pay
5. Dismissal

14.4 Procedures

14.4.1 Supervisor issues written notice of intent to dismiss or suspend without pay, indicating:

14.4.1.1 Grounds and factual basis,

14.4.1.2 Attaching written materials relied on,

14.4.1.3 Specifying opportunity to respond orally or in writing, at meeting conducted by the Skelly Officer.

14.4.2 The Skelly Officer will advise the unit member in writing what disciplinary action, if any, is being recommended, including the grounds and basis; and the employee's right to request a state mediator prior to a hearing before the Board of Education. The role of the mediator is to facilitate, to bring to light relevant facts and to seek to have the unit member and District arrive at a consensus as to the appropriate action, if any. The mediator is not to make any public recommendations or statements.

14.4.2.1 If the unit member doesn't agree after mediation has been completed, the unit member may request a hearing before the school board or hearing officer if the Board determines to utilize a hearing officer.

14.4.3 Discipline

Discipline may not be implemented prior to affording fully the unit member notice and opportunity to respond procedure, except in cases involving imminent threat to the health or safety of the unit member, other employees, students, or the public.

ARTICLE 15

GRIEVANCE PROCEDURE

15.1 Definitions

15.1.1 A “grievance” is a formal written allegation by a unit member or the Association that there has been misinterpretation, misapplication, or violation of one or more of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in the policies or administrative procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the policies of the Board of Education, or by the administrative procedures of this school District are not within the scope of this procedure.

15.1.2 A “grievant” may be any unit member of the District covered by the terms of this Agreement. The Association may grieve with respect to any alleged violations under the provisions and terms of this contract.

15.1.2.1 If more than one unit member share in the same allegation, the Association may consolidate the grievance at Level I and thereafter process such grievance on behalf and with the written consent of the grievant.

15.1.3 A “day” is any day in which the central administrative offices of the District are open for business.

15.1.4 The “immediate supervisor” is the lowest manager having immediate jurisdiction over the grievant and the authority to grant the requested remedy.

15.2 Informal Level

15.2.1 Before filing a formal written grievance, the grievant/Association shall attempt to resolve it by an informal conference with their immediate supervisor and/or the management employee who allegedly violated the Agreement.

15.3 Formal Level

15.3.1 Level 1. Within fifteen (15) days after the occurrence, or within a reasonable period of time the unit member should have known of the act or omission giving rise to the grievance, the grievant or the Association must present the grievance in writing on the appropriate form to the immediate supervisor. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

15.3.1.1 In the event an individual does not choose to be represented by the Association, the District will provide the Association with:

15.3.1.1.1 A copy of the written grievance,

15.3.1.1.2 Reasonable time to assert the Association's position within the timelines of the grievance procedure.

15.3.1.1.3 A written copy of any proposed resolution of the grievance and an opportunity to indicate to the District that a proposed resolution is consistent with the terms and provisions of the agreement.

15.3.1.2 Should the time for filing a grievance extend beyond the employee's work year, the grievance shall be suspended until the first work day of the following work year at the request of either party.

15.3.1.3 The supervisor shall communicate their decision to the unit member in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.

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

15.3.2 Level 2. In the event the grievant or the Association is not satisfied with the decision at Level 1, the grievant or the Association may appeal the decision on the appropriate form to the Superintendent or his designee within ten (10) days. This statement shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reason for the appeal.

15.3.2.1 The Superintendent or his designee shall communicate the decision within 10 days after receiving the appeal. Either the grievant, the Association or the Superintendent or his designee may request a personal conference within the above time limits. If the Superintendent or his designee does not respond within the time limits, the grievant or Association may appeal to the next level.

15.3.3 Level 3 (Mediation). In the event the grievant or the Association is not satisfied with the decision at Level 2, the grievant or the Association may submit the request for mediation in writing to the Superintendent within ten (10) days from receipt of the response from the District. Mediation is a mandatory step prior to arbitration. The parties shall file a request with the State Mediation and Conciliation Service within five (5) days to appoint a mediator. The recommendations of the mediator are not binding on the grievant, the Association or the District.

15.3.4 Level 4. If the Association is not satisfied with the decision at Level 3, within five (5) days may submit a request in writing to the Superintendent for arbitration.

15.3.4.1 The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the State Mediation and Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

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

15.3.4.3 The arbitrator shall, as soon as possible, hear evidence and submit a decision on the issue or issues submitted by the Association and the District.

15.3.4.4 If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

15.3.4.5 The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District.

15.3.4.6 In rendering their decision, the arbitrator may take judicial notice of any relevant statutory or constitutional provisions, as well as, relevant judicial decision.

15.3.4.7 It is the mutual desire of the District and the Association to avoid “surprises” at arbitration. Accordingly, each party shall indicate to the others its position, the issue and the general nature of the evidence that it plans to offer in support thereof at least five (5) days before the hearing.

15.3.4.8 Issues arising out of the exercise by the Board and administration of its responsibilities under District Rights of this Agreement shall not be subject to this procedure.

15.3.4.9 After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties their decision, which shall be binding on the District, the grievant, and the Association.

15.4 Miscellaneous Provisions

15.4.1 Should the grievant or the Association fail to adhere to the time provisions for appealing a grievance, the grievance shall be dropped. Should the District fail to adhere to the time provisions, then the grievance shall be moved to the next level of the procedure.

15.4.2 All written grievances shall be on forms provided by the District. Please see appendix.

15.4.3 All grievance materials shall be filed separate and apart from the employee's personnel file.

15.4.4 The Association shall receive a maximum of two (2) days or sixteen (16) hours paid release time non-cumulative, for processing each grievance subject to the following conditions:

15.4.4.1 That such release time be limited solely to representing a grievant in conference with management representatives, except that one half (½) day or four (4) hours for each grievance may be used to gather information, interviewing witnesses during the witnesses' non-work time or preparing a presentation.

15.4.4.2 The grievant and/or the Association notifies the Superintendent or designee twenty-four (24) hours in advance of the name of the Association representative to be released.

15.5 No reprisals shall be taken against a unit member for filing or processing a grievance or complaint or for exercising Association rights as defined in this contract.

ARTICLE 16

ASSOCIATION RIGHTS

16.1 Association Rights
The Association shall have the following rights in addition to the rights contained in any other portion of this Agreement.

16.1.1 The Association shall be provided with a copy of the District directory once each contract year. The Association will also be provided bi-monthly with a copy of the Board Agenda and Personnel Document.

16.1.2 Use of school mail, unit member mail boxes, and bulletin boards for all Association communications in accordance with District procedures shall be allowed. At the time of posting or distribution, the school or site supervisor and the Superintendent or their designee shall receive a copy of the communication materials. In addition, any communication posted on a bulletin board, or sent through school means of distribution, or placed in unit member mail boxes, shall be dated, and shall give the name of the Association sending the communication and the name of the responsible officer of such Association.

16.1.3 Reasonable access to employees at their place of assignment shall be allowed. (Such access shall not include time when employees are assigned to work). Representatives of the Association shall report and identify themselves at the school or site supervisor's office and clarify the employee's availability with the school or site supervisor before visiting a unit member on the premises of a school or District building.

16.1.4 Permission is authorized to use school facilities, when not in use for educational purposes, without charge, for routine Association meetings.

These meetings shall conform to Civic Center Act provisions and the District reserves the right to require application for a civic center permit in accordance with District rules and regulations.

16.1.5 School facilities may be used for meetings of employees at the site immediately before or after regular duty hours, with the approval of the assistant superintendent of business, if there is no conflict with other official school use.

16.1.5.1 All other meetings of the Association held on school premises shall be approved in accordance with the rules and regulations of the District.

16.2 Review of Personnel Files
The Association has the right to review employees' personnel files when accompanied by the unit member or on presentation of a written authorization signed by the unit member.

16.3 Seniority Roster
The Association has the right to be supplied with a complete seniority roster of all bargaining unit employees on the effective date of this agreement and upon request thereafter. The roster shall indicate the employee's present classification and primary job site.

16.4 Release Time
The Association shall receive a reasonable amount of paid release time for meeting, negotiating and the presentation of grievances. One Employer Employee Relations Committee (EERC) meeting per month shall be dedicated to negotiating and the presentation of grievances and shall not be billable to LVCA. Meeting and negotiating does not include preparation.

16.4.1 The Association shall be granted additional release time for the conducting of District business. (For example, interview panels, and District authorized committee work) at no cost to the Association.

16.4.2 The Association President or designees will be given from 20%) to 40% release time, to be reimbursed by LVCA to the District as set out in 16.4.3.

16.4.3 LVCA shall be billed by the District each month for actual hours utilized by the Association President or designee(s) for Association purposes. Reimbursement will be calculated at a predetermined amount of Step 1 of the classification of the unit member released (substitute rate + payroll taxes). Monthly invoices, along with copies of employee release forms, will document cost of release time and shall be provided to LVCA.

16.4.4 Elected state and national association officers and other unit members designated by the Association shall be granted, upon request, a leave. The Association shall reimburse the District for the compensation Paid to the unit member on leave or attending organizational activities as contemplated in Education Code section 45210. Reimbursement will be calculated at a predetermined amount on Step 1 of the classification of the unit member released (substitute rate + payroll taxes).

16.4.5 Release time for representational meetings with unit members and the District shall be shared on a fifty-fifty basis – only half of the allocated time shall be billable to LVCA.

16.5 Business Hours
Association matters shall not be conducted at times that would deprive pupils and the school district of the assigned service of District employees.

16.6 Review of District Budget
The District shall, upon request, furnish the Association with all information regarding the financial resources of the District and other matters that may be necessary to enable the

Association to properly bargain in regard to wages, hours, and other terms and conditions of employment.

16.7 Negotiations - Release Time
The Association shall be provided reasonable released time for five (5) members of the unit's bargaining team for negotiations. Such time shall be used for at-the-table negotiations and necessary caucuses.

16.8 Distribution of Contract
Within a reasonable amount of time after the execution of this contract, the District shall post on its website and email to every unit member in the bargaining unit an electronic copy of the contract. Any unit member who becomes a member of the bargaining unit after the execution of this Agreement shall be provided a copy of this Agreement by the District without charge at the time of employment. Each unit member in the bargaining unit shall be provided by the District without charge an electronic copy of any written changes agreed to by the parties to this agreement during the life of this agreement.

16.9 District-Wide Committees
The Association shall be entitled to designate the classified representative(s) to any District-wide committee that affects the working conditions of classified employees. A site committee whose decisions may affect the working conditions of classified employees shall have the classified representative(s) elected by the classified employees at that site. In the event the elected classified representative is not an LVCA member, LVCA has the right to appoint one.

16.10 LVUSD recognizes that its relationship with LVCA is a partnership that works to accomplish mutual interests and wants to nurture that relationship with open communication and access to information. Given the legislative mandate to provide direct access to new employees during an orientation process, LVUSD agrees that it will provide no less than ten (10) working days notice to LVCA of any scheduled group orientations for new employees and allow no less than thirty (30) minutes for LVCA to present to the new employees. For individual or small group orientations spread out through the fiscal year, LVCA is encouraged to submit material describing the function and importance of union membership. LVUSD agrees to provide those materials to employees during the orientation process. Additionally, LVUSD will allow access to representatives of LVCA to new employees at work sites during non-duty hours. However, additional release time for membership recruitment will not be provided to LVCA representatives unless the cost of release is reimbursed to LVUSD.

16.11 Per Assembly Bill 119, upon the Association's written request, LVUSD will provide the Association with unit members' name, job title, weekly hours, and work location in addition to their home address, personal telephone number, and personal email address (if on file with the District). Such requests shall not exceed a period of once every 30 days. The aforementioned information shall be provided by the District to the Association within 30 days of employment for any new unit members.

ARTICLE 17

ORIENTATION AND TRAINING

17.1 When a unit member is hired to fill a vacancy, whether by promotion, transfer, or from an outside list, the appropriate evaluator or designee shall describe for the unit member the duties and responsibilities of the position, the expectations of the evaluator or designee regarding those job duties, the equipment and materials, and the location of relevant District facilities. The District and LVCA agree that it is important to provide support for new unit members and current unit members in a new position with classification-specific training. The initial training will be offered within the first month of hire and may include but not be limited to overlap training by the former/current unit member, written protocols prepared for the transition, and/or by asynchronous videos. The District shall verify participation and completion of training.

17.2 When the District requires a unit member to attend a training session or otherwise engage in training of any kind as a condition of employment, the unit member shall receive compensation as follows:

17.2.1 When the training occurs during the unit member's regularly assigned working hours, the unit member shall be paid at their regular rate of pay and shall receive all benefits to which they are entitled.

17.2.2 When the regularly assigned hours and the hours of training combined total in excess of eight (8) hours on a regularly assigned workday, ten (10) hours in case of a "4 - 10" plan, or forty (40) hours in a work week, the unit member shall be paid at the overtime rate appropriate for that day or time at which the training occurs.

17.2.3 Unit members shall not be paid for travel time that is beyond the employee's regularly assigned working hours.

17.2.4 All direct costs for District-required training or instruction shall be paid for by the District.

17.2.5 Part-time unit members can be required to attend inservice/training workshops/meetings that are scheduled after their regular assigned time. The District shall provide reasonable notice of such workshops or meetings. Part-time unit members may be excused from attending such workshops or meetings for compelling reasons (e.g., child/elder care, other employment, medical appointments that cannot be rescheduled). District shall not deny a unit member's request to be excused from a workshop/meeting for arbitrary, capricious or discriminatory reasons. Part-time unit members shall be paid for attending any required inservice/training workshop or meeting.

17.3 In determining the training needs of the work site, the District shall consider the needs of all unit members.

17.4 A committee comprised of an equal number of representatives selected from a number of classifications not to exceed three each from the Association and the District will be established that focuses on training and professional development. When necessary the committee may have other representation to provide expertise. The committee will meet a minimum of four times a year to discuss training and professional development related plans and concerns.

> 17.4.1 A minimum of one day during the normal work year shall be designated as a "classified staff development day" for all bargaining unit members. Such training may be divided by job families or other appropriate groupings. Such training shall be required unless exempted by appropriate leave. Additional costs for increased hours for part time employees shall be budgeted by the staff development committee.
>
> 17.4.2 This section does not apply to State or federal mandated training which will continue to be provided and monitored by Human Resources.

ARTICLE 18

PROFESSIONAL GROWTH

18.1 The intent of this incentive-based Professional Growth Program is to encourage unit members to voluntarily gain increased knowledge and skills which enhance their ability to perform the work of the District; to provide an opportunity for advancement to new positions; or to provide the unit member with an awareness of the importance of increased efficiency needed to fulfill their role in the total education of students in the District. This is an incentive-type program based upon the accumulation of units that will translate into professional growth stipends.

18.2 Committee

18.2.1 Composition of Committee
The Professional Growth Committee, hereinafter referred to as the Committee, shall meet at least quarterly to review applications for professional growth units.

18.2.1.1 The District and LVCA agree that the composition of the Committee shall consist of two bargaining unit members, appointed by the LVCA President, and two members from management selected by the Director of Human Resources or Assistant Superintendent of Human Resources.

18.2.1.2 Because of the technical nature of Committee responsibility, turnover on the Committee shall be kept at a minimum. Committee members shall begin in July and end in June.

18.2.2 Duties of Committee

18.2.2.1 Communicate general information, including requirements, procedural components, professional growth opportunities, and approval procedures relating to professional growth on a semi-annual basis.

18.2.2.2 Evaluate professional growth submissions from unit members for potential approval.

18.2.2.3 Annually provide the Assistant Superintendent of Human Resources a listing of those unit members who have earned professional growth stipends for the fiscal year for payroll approval.

18.3 Eligibility For Participation in the Professional Growth Program

18.3.1 All regularly employed permanent Classified unit members who are in active, paid status with the District shall be eligible to participate in the Professional Growth Program.

18.3.2 For purposes of determining eligibility for any professional growth increment, the term “regularly employed classified unit member” shall include persons serving in regular Classified positions who have completed their initial probationary period.

18.3.3 For purposes of determining eligibility for any professional growth increment, the term “regularly employed classified unit member” shall exclude the following:

18.3.3.1 Probationary unit members

18.3.3.2 Persons in the following types of assignments:

- All exempt positions
- Substitutes
- Short term and limited term when the employee is not a regular employee as
- defined in 18.3.2
- Student employment
- Professional expert assignments

18.4 Standards and Guidelines for Participation in the Professional Growth Program

18.4.1 Professional Growth may be earned through participation in any of the following:

18.4.1.1 College courses, adult school courses, trade and business school courses.

18.4.1.2 Committee approved workshops, training, orientation, and in-service.

18.4.1.3 Institute lecture programs and conducting institute classes.

18.4.1.4 Attendance at educational conferences.

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

18.4.1.6 Correspondence and video courses approved by the Committee.

18.4.1.7 Other Committee-approved coursework.

18.4.2 A representative list of courses offered at a college, community college, trade or business school, or adult education department is included within Article 18.

18.4.3 It is recommended that prior approval of the Committee be obtained for courses not included on the list of representative courses but offered at a college, adult school, or university.

18.4.4 Any approved course can be applied toward professional growth.

18.4.5 The subject matter of the course should relate to the position currently occupied by the unit member, or should meet the requirements for career development within the District.

18.4.6 All unit members taking courses must obtain a passing grade of “C” or better; a certificate of satisfactory completion of a course, or a grade of “Pass” in a course which does not provide a letter grade, in order to receive credit for professional growth.

18.4.7 Unit members must submit evidence of satisfactory completion of coursework within one calendar year from the date of the completion of the coursework in order to receive credit for professional growth.

18.4.8 Credit for professional growth will not be given to a unit member who is on an unpaid leave from the District.

18.4.9 Credit for professional growth will not be given for courses that have previously been approved for credit.

18.4.10 College coursework must be verified by official transcript or certificate. All other submissions for professional growth must be verified by the Committee by June 30 of each year in order to receive a professional growth stipend for the following fiscal year.

18.4.11 Professional growth will accumulate from year to year.

18.5 Professional Growth Levels and Stipends

18.5.1 Professional Growth hours are based on the following:

Course Information	Units/Hours	Professional Growth Hour
College Quarter Units	1 Quarter Unit	12 Professional Growth Hours
College Semester Units	1 Semester Unit	15 Professional Growth Hours
Hours at Workshops, Training, Orientation and Inservice	1 Hour	1 Professional Growth Hour
MicroCredential	Completion of 1 MicroCredential Course	30 Professional Growth Hours

18.5.2 There are six (6) Professional Growth levels detailed below:

Level	Professional Growth Hours	Annual Stipend
Level 1	90	$400
Level 2	180	$650
Level 3	270	$900
Level 4	360	$1,150
Level 5	450	$1,400
Level 6	540	$1,650
Unit members are eligible to increase one (1) Level every school year.		

18.5.2.1 Unit members who have earned a Professional Growth level will be paid their annual stipend tenthly beginning in the month of September immediately following the attainment of a level and concluding in June. Earned stipends shall be paid in addition to the unit member's regular salary and shall be subject to customary payroll and retirement deductions if applicable.

18.5.2.2 A unit member must be in paid status to receive the professional growth stipend they have earned and such payments will end when they are no longer employed by the District.

18.6 Procedures for Submitting and Tracking Professional Growth

18.6.1 Unit member completes courses and submits a Google Form or Professional Growth Form (Appendix) to the Committee. Included in the submission is evidence of satisfactory completion of coursework. Forms must be submitted within one calendar year from the date of the completion of the coursework in order to receive Professional Growth.

18.6.2 The Committee will review the Professional Growth submission and will approve, ask for additional clarification or deny the submission per the Standards and Guidelines set forth in Article 18.4. If a submission is denied the Committee will inform the unit member in writing the reasons for the denial.

18.6.3 Professional Growth submissions may be submitted at any time during the school year, but must be received by June 30 in order to be considered in level placement for the following school year.

18.6.4 Professional Growth submissions received by June 30 and approved, will be added to accumulated Professional Growth Hours and any changes in Professional Growth Levels will go into effect in September of the following school year.

18.6.5 Records concerning the Professional Growth Program will be maintained by the Human Resources Department. The District will send out information to unit members regarding Professional Growth Hours and Levels by October 30 of each school year.

18.7 Professional Growth Courses - Sample Listings

18.7.1 The following courses are representative of the courses which may qualify for Professional Growth credit:

Accounting Principles

Advanced First Aid

Advanced Menu Planning

Advanced Electrician Studies

Agriculture Construction

Agriculture

Agriculture Power

Air Conditioning and Heating Systems

Algebra

Applied Accounting

Audio/Visual

Auto Repair

Auto. Controls for Maintenance Electricians

Basic Food Preparation 1 and 2

Beginning Menu Planning

Blueprint and Technical Drawing Reading

Blueprint Reading

Building Maintenance

Business English and Correspondence

Business Math

Business Communication Techniques

Business Correspondence

Business Machines

Business English / Business Law

Carpentry

Certified Professional Secretary Review

Chemistry

Children’s Literature

Computer Programming

Computerized Accounting Systems

Cost Accounting

Creative Activities

Data Processing Courses

Database Management

Desktop Publishing

Dictation and Transcription

Diversity, Equity and Inclusion

Drafting 1 and 2

Driver Improvement

Early Childhood Education

Electrical Circuits

Electricity

Elements of Supervision

Engineer Drawing

English

Ethnic Studies

Exceptional Child

Filing

First Aid and Safety

Food Service Management

Food Purchasing

Food Equipment Selection, Planning and Design

Fundamentals of Electronics

Geometry

Health Education

History

Human Relations

Hyperactive Child

Individual and the Group

Individualized Instructional and Tutoring Skills

Industrial Arts and Design

Instructional Assistant Program

Instructional Materials and Media

Introduction to Information Systems

Introduction to Business Principles

Introduction to Child Psychology

Introduction to Computers

Keying and Locksmith Class

Landscape Design

Landscaping

Library Technology

Linguistics for Bilingual Children

Machine Shop

Machinist Maintenance Electricity

Math

Math for the Trades

Math Fundamentals

Mechanics

Menu Planning

Metal Work

Mindfulness

Music in Early Childhood

Native Plants

Natural Resources

Neuro-Behavioral Coaching

Nutrition

Office Practice

Office Machines

Ornamental Shrubs and Trees

Payroll Accounting

Personnel Management

Physical Education Games and Skills

Plastics - Fabrication and Molding

Plumbing

Preparation for Accounting/Bookkeeping

Program Design

Psychology

Quantity Cooking Foods 1

Reading Techniques

Record Keeping

Report Writing Sanitation and Safety

School, Parent, Child Interaction
Second Language Courses (I.e., Spanish, Sign Language, etc.)

Secretarial Procedures

Small Business Management

Social Emotional Learning

Software Applications - Specific Coursework

Soil and Fertilizers

Speed and Comprehension in Reading

Spelling and Vocabulary

Stationary Engineering

Teaching Methodology for Reading

Typing

Welding

Woodshop

Word Processing

Working Functions Simplified

ARTICLE 19

ORGANIZATIONAL SECURITY

19.1 Dues Deduction
Las Virgenes Classified Association/CTA/NEA shall have the sole and exclusive right to have membership dues deducted by the District on payroll authorization forms for all classified employees covered by this agreement, and such deductions as to any unit member in the bargaining unit shall not be permissible except to the exclusive representative. The District shall deduct LVCA/CTA/NEA dues and premium for approved insurance programs from bargaining unit employees' pay in accordance with state law and the provisions of this agreement. The District shall only cease dues deductions from Association members upon written request of the Association President.

19.2 Hold Harmless Clause
The Association agrees to waive and hold harmless the District against legal suit arising from the process of dues deduction. If a bargaining unit member declines to continue the dues deduction for the duration of the contract under conditions other than those described in this paragraph, the Board shall only be obligated to inform the bargaining unit member of the specification of this article.

ARTICLE 20

DISTRICT RIGHTS

20.1 District Rights
It is understood and agreed that the District retains all of its power and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: Determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided; and the methods of providing them; establish its educational policies; goals, and objectives; ensure the rights and educational opportunities; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work as provided by law; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

20.2 Implementation of District Rights
The exercise of the foregoing powers, rights, authority, duties and responsibilities of the District; the adoption of policies, rules, regulations and practices 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 law.

20.3 Declaration of an Emergency
In times of extraordinary stress and/or disaster, resulting from storms, floods, fire or other calamitous event, the District may declare the existence of an emergency and designate the location, nature, cause, area and extent of the emergency if, in its opinion:

a. The emergency is a matter of general public and District concern; and

b. Work and remedial measures are required to immediately avert, alleviate, repair, or restore damage or destruction to property having a general public and state interest and to protect the health, safety, convenience, and welfare of the general public of the District.

20.4 District Rights During Emergency
During the period of a declared emergency, the District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement. The District's exercise of rights under this Article is specifically excluded from the operation of the contractual grievance procedure and the District is absolutely privileged to refuse to process any grievance that alleges a violation of the District's Rights Article.

ARTICLE 21

CONCERTED ACTIVITIES

21.1 During the term of this Agreement and pending the completion of the negotiations process, including mediation and fact finding, as set forth in the Educational Employment Relations Act (EERA), the Association agrees and understands that it will not authorize or encourage a strike, work stoppage, slow down, or failure of a unit member to perform job functions and responsibilities fully and faithfully.

21.2 It is agreed and understood that if, during the life of this Agreement this Article is violated at the direction of the Association, the District shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement or by District policy.

21.3 The District agrees that it shall not cause or engage in a lockout.

ARTICLE 22

SAVINGS PROVISION

22.1 Savings Clause
If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of this agreement will continue in full force and effect.

22.2 Statutory Clause
If any provisions of this Agreement are contrary to law by subsequent legislative enactments, such provisions will not be deemed valid and subsisting except to the extent required by law, but all other provisions of this agreement will continue in full force and effect.

22.3 Replacement for a Severed Provision
In the event of suspension or invalidation of any article or section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination.

ARTICLE 23

COMPLETION OF MEETING AND NEGOTIATION

23.1 Terms

The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement, including salaries and benefits and therefore further agree that negotiations will not be reopened on any item during the life of this Agreement except by mutual agreement or as provided anywhere else in this Agreement.

ARTICLE 24

TERMS OF THE AGREEMENT

24.1 Agreement
Except as noted in this section, all articles of this Agreement shall remain in full force and effect from July 1, 2023 until June 30, 2026, when this Agreement shall terminate.

24.2 The District and the Association agree to reopen up to two (2) Articles each in addition to Article 3 in 2024-25 and 2025-26.

ARTICLE 25

MAINTENANCE OF STANDARDS

25.1 The District agrees that matters within the mandatory scope of bargaining that are not covered by the terms of this Agreement shall remain in effect, unchanged for the term of this Agreement unless the District gives reasonable written notice to the Association of a proposed change and the Association has been afforded an opportunity to meet and negotiate on the same.

ARTICLE 26

MISCELLANEOUS PROVISIONS

26.1 Outsourcing
The District and LVCA agree to address the issues associated with "outsourcing" within the EERC (Employer Employee Relations Committee). The District agrees to communicate at least annually with Parent Faculty Organizations at its school and to school administrators the District's responsibility to abide by its contractual agreements and laws regulating classified employees. Either LVCA or the District may bring outsourcing issues to the EERC in an attempt to resolve disputed decisions about appropriate "outsourcing". The criteria to be applied by the EERC for the approval of outsourcing include whether an assignment could have been performed by a short term employee; whether the assignment is governed by Public Contract Code ßß 20114 and 20115; whether these tasks are currently being contracted by the District; whether the service provided is pursuant to a warranty arrangement for the purchase of equipment; whether the service would require the use of equipment not routinely owned or maintained by the District; whether the tasks are dangerous or distasteful or not routinely performed by our classified service; or whether the task involves specialized tasks or services not available from our existing workforce.

26.2 Summer School Assignments

26.2.1 Bargaining unit members shall be given preference for classified summer school positions.

26.2.2 Summer school assignments shall be designated in accordance with existing job descriptions and duties assigned keeping with those specified by the job description.

26.2.3 The District will determine the location and number of positions to be offered. These will be posted as assignments of short duration.

26.2.4 Bargaining unit members must meet the minimum qualifications of the position for which they apply.

26.2.5 Notice of summer school assignments shall be sent electronically to all classified employees.

26.2.6 Bargaining unit members will have the opportunity to apply and may be required to interview for summer school assignments. Any summer school interviews conducted may be done via phone, video conference, or an in-person conference.

LAS VIRGENES UNIFIED SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE
SCHEDULE (F) AND SCHEDULE (Q)
2025 - 2026

	Schedule Number
Accounting Technician 1	23
Accounting Technician 2	25
Accounting Technician 3 - Bookkeeper / District Office	27
Accounting Technician 4	29
Accounting Technician 5	30
Behavior Specialist *	50
Board Secretary	30
Business Analyst	33
Business Specialist	29
Campus Supervisor*	16
Certified Nursing Assistant *	23
Child Nutrition - Accounting Assistant	28
College and Career Advisor 2	31
Communications Coordinator	29
Credential Analyst	33
Enrollment Analyst	33
Facilities Coordinator	27
Health Clerk*	21
Health Care Technician*	26
Health Specialist*	33
Human Resources Analyst	33
Human Resources Technician	27
Human Resources Technician 2	29
Instructional Assistant - Regular *	16
Instructional Assistant -Extended Learning	16
Instructional Assistant - TK	16
Instructional Assistant – Bilingual*	17
Lifeguard	21
Media Center Coordinator/Elementary	22
Media Center Coordinator/Secondary	23
Media Center Clerk/Elementary*	20
Media Center Clerk/Secondary*	21
Office Manager:	
Elementary	28
Middle School	28
High School	28
Small School	25
Office Assistant 1	18
Office Assistant 2	20
Office Assistant 2 - Bilingual	21
Office Assistant 3	22
Para Educator - Special Ed. *	18
Para Educator - Special Ed. 2 *	20
Payroll Specialist	30
Planning & Implementation Analyst	33
School Occupational Therapist	47
School Occupational Therapist Assistant	30
School Physical Therapist	47
Secretary 1 / Secretary 1 - Attendance	23
Secretary 2 / Secretary 2 - Attendance/Registrar	26
Secretary 3	29
Secretary 4	30
Secretary 5	31
Senior Accountant	37
Special Education Technician	26
Student Data Specialist	33
Transition Specialist	22
Transition Coordinator	31
Worker's Comp Specialist	31

* PAID ON HOURLY BASIS

LAS VIRGENES UNIFIED SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE
CLERICAL/INSTRUCTIONAL AIDE
SCHEDULE (F) AND SCHEDULE (Q)
2025 - 2026

	FULL TIME MONTHLY RATES					Schedule Number				
Column	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
16	3,847.14	4,022.88	4,196.88	4,384.80	4,586.64	22.11	23.12	24.12	25.20	26.36
17	3,928.92	4,102.92	4,292.58	4,480.50	4,694.52	22.58	23.58	24.67	25.75	26.98
18	4,022.88	4,196.88	4,384.80	4,586.64	4,802.40	23.12	24.12	25.20	26.36	27.60
19	4,102.92	4,292.58	4,480.50	4,694.52	4,917.24	23.58	24.67	25.75	26.98	28.26
20	4,196.88	4,384.80	4,586.64	4,802.40	5,030.34	24.12	25.20	26.36	27.60	28.91
21	4,292.58	4,480.50	4,694.52	4,917.24	5,152.14	24.67	25.75	26.98	28.26	29.61
22	4,384.80	4,586.64	4,802.40	5,030.34	5,268.72	25.20	26.36	27.60	28.91	30.28
23	4,480.50	4,694.52	4,917.24	5,152.14	5,394.00	25.75	26.98	28.26	29.61	31.00
24	4,586.64	4,802.40	5,030.34	5,268.72	5,531.46	26.36	27.60	28.91	30.28	31.79
25	4,694.52	4,917.24	5,152.14	5,394.00	5,651.52	26.98	28.26	29.61	31.00	32.48
26	4,802.40	5,030.34	5,268.72	5,531.46	5,785.50	27.60	28.91	30.28	31.79	33.25
27	4,917.24	5,152.14	5,394.00	5,651.52	5,936.88	28.26	29.61	31.00	32.48	34.12
28	5,030.34	5,268.72	5,531.46	5,785.50	6,072.60	28.91	30.28	31.79	33.25	34.90
29	5,152.14	5,394.00	5,651.52	5,936.88	6,217.02	29.61	31.00	32.48	34.12	35.73
30	5,268.72	5,531.46	5,785.50	6,072.60	6,364.92	30.28	31.79	33.25	34.90	36.58
31	5,394.00	5,651.52	5,936.88	6,217.02	6,516.30	31.00	32.48	34.12	35.73	37.45
32	5,531.46	5,785.50	6,072.60	6,364.92	6,671.16	31.79	33.25	34.90	36.58	38.34
33	5,651.52	5,936.88	6,217.02	6,516.30	6,838.20	32.48	34.12	35.73	37.45	39.30
34	5,785.50	6,072.60	6,364.92	6,671.16	7,006.98	33.25	34.90	36.58	38.34	40.27
35	5,936.88	6,217.02	6,516.30	6,838.20	7,177.50	34.12	35.73	37.45	39.30	41.25
36	6,072.60	6,364.92	6,671.16	7,006.98	7,356.72	34.90	36.58	38.34	40.27	42.28
37	6,217.02	6,516.30	6,838.20	7,177.50	7,530.72	35.73	37.45	39.30	41.25	43.28
38	6,364.92	6,671.16	7,006.98	7,356.72	7,723.86	36.58	38.34	40.27	42.28	44.39
39	6,516.30	6,838.20	7,177.50	7,530.72	7,911.78	37.45	39.30	41.25	43.28	45.47
40	6,671.16	7,006.98	7,356.72	7,723.86	8,104.92	38.34	40.27	42.28	44.39	46.58
41	6,838.20	7,177.50	7,530.72	7,911.78	8,303.28	39.30	41.25	43.28	45.47	47.72
42	7,006.98	7,356.72	7,723.86	8,104.92	8,515.56	40.27	42.28	44.39	46.58	48.94
43	7,177.50	7,530.72	7,911.78	8,303.28	8,734.80	41.25	43.28	45.47	47.72	50.20
44	7,356.72	7,723.86	8,104.92	8,515.56	8,943.60	42.28	44.39	46.58	48.94	51.40
45	7,530.72	7,911.78	8,303.28	8,734.80	9,176.76	43.28	45.47	47.72	50.20	52.74
46	7,723.86	8,104.92	8,515.56	8,943.60	9,402.96	44.39	46.58	48.94	51.40	54.04
47	7,911.78	8,303.28	8,734.80	9,176.76	9,632.64	45.47	47.72	50.20	52.74	55.36
48	8,104.92	8,515.56	8,943.60	9,402.96	9,877.98	46.58	48.94	51.40	54.04	56.77
49	8,303.28	8,734.80	9,176.76	9,632.64	10,123.32	47.72	50.20	52.74	55.36	58.18
50	8,517.30	8,943.60	9,402.96	9,877.98	10,382.58	48.95	51.40	54.04	56.77	59.67

Instructional Specialist/Hourly:	Step 1	Step 2	Step 3	Step 4	Step 5
	29.84	32.17	34.53	36.86	39.27

Longevity: Effective 7.01.2025

Classified employees shall receive additional salary for longevity as follows:

A. 5.0% Additional after eight (8) years of service
B. 8.0% Additional after eleven (11) years of service
C. 11.0% Additional after fourteen (14) years of service

Effective: 01.01.2026

Board Approved: 08.12.2025

LAS VIRGENES UNIFIED SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE
MAINTENANCE AND OPERATIONS
SCHEDULE (O)
2025 - 2026

	Schedule Number
Building Inspector 1	40
Custodian	22
Custodian NS	23
Custodian/Swim Pool	25
Custodian Leader	25
Custodian Crew Leader	31
Delivery Worker	23
Gardener 1	24
Equipment Gardener	24
Gardener 2	27
Equipment and Sprayer	28
Gardener Leader	27
Irrigation Technician	30
Grounds Supervisor	35
Grounds Worker	23
Interpreter	18
Maintenance 1	22
Maintenance 2	
Generalist	30
Swim Pool	30
Utility	27
Maintenance 3	
Carpenter	34
Electrical	36
Electrician	36
Generalist	34
Heating, Ventilation, Air Cond/Refrig. Tech	37
Locksmith	34
Painter	34
Plumber	35
Senior Maintenance Technician	37
Performing Arts Educational Center	
Assistant Technical Director	35
Production Coordinator	35
Stagehand	27
Technical Director	38
Technology	
Communications & Multimedia Specialist	36
Computer/Network Technician	28
Low Voltage Specialist	36
Network Engineer	38
Systems Analyst	35
Utility Person	12
Warehouse 1	28
Warehouse Coordinator	35

LAS VIRGENES UNIFIED SCHOOL DISTRICT

CLASSIFIED SALARY SCHEDULE

MAINTENANCE AND OPERATIONS

SCHEDULE (O)

2025 - 2026

	FULL TIME MONTHLY RATES					HOURLY RATES				
Column	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
12	3,514.80	3,556.56	3,714.90	3,885.42	4,047.24	20.20	20.44	21.35	22.33	23.26
13	3,514.80	3,634.86	3,791.46	3,965.46	4,148.16	20.20	20.89	21.79	22.79	23.84
14	3,556.56	3,714.90	3,885.42	4,047.24	4,228.20	20.44	21.35	22.33	23.26	24.30
15	3,634.86	3,791.46	3,965.46	4,148.16	4,320.42	20.89	21.79	22.79	23.84	24.83
16	3,714.90	3,885.42	4,047.24	4,228.20	4,426.56	21.35	22.33	23.26	24.30	25.44
17	3,791.46	3,965.46	4,148.16	4,320.42	4,530.96	21.79	22.79	23.84	24.83	26.04
18	3,885.42	4,047.24	4,228.20	4,426.56	4,628.40	22.33	23.26	24.30	25.44	26.60
19	3,965.46	4,148.16	4,320.42	4,530.96	4,741.50	22.79	23.84	24.83	26.04	27.25
20	4,047.24	4,228.20	4,426.56	4,628.40	4,851.12	23.26	24.30	25.44	26.60	27.88
21	4,148.16	4,320.42	4,530.96	4,741.50	4,965.96	23.84	24.83	26.04	27.25	28.54
22	4,228.20	4,426.56	4,628.40	4,851.12	5,075.58	24.30	25.44	26.60	27.88	29.17
23	4,320.42	4,530.96	4,741.50	4,965.96	5,200.86	24.83	26.04	27.25	28.54	29.89
24	4,426.56	4,628.40	4,851.12	5,075.58	5,327.88	25.44	26.60	27.88	29.17	30.62
25	4,530.96	4,741.50	4,965.96	5,200.86	5,444.46	26.04	27.25	28.54	29.89	31.29
26	4,628.40	4,851.12	5,075.58	5,327.88	5,573.22	26.60	27.88	29.17	30.62	32.03
27	4,741.50	4,965.96	5,200.86	5,444.46	5,721.12	27.25	28.54	29.89	31.29	32.88
28	4,851.12	5,075.58	5,327.88	5,573.22	5,851.62	27.88	29.17	30.62	32.03	33.63
29	4,965.96	5,200.86	5,444.46	5,721.12	5,992.56	28.54	29.89	31.29	32.88	34.44
30	5,075.58	5,327.88	5,573.22	5,851.62	6,128.28	29.17	30.62	32.03	33.63	35.22
31	5,200.86	5,444.46	5,721.12	5,992.56	6,270.96	29.89	31.29	32.88	34.44	36.04
32	5,327.88	5,573.22	5,851.62	6,128.28	6,422.34	30.62	32.03	33.63	35.22	36.91
33	5,444.46	5,721.12	5,992.56	6,270.96	6,582.42	31.29	32.88	34.44	36.04	37.83
34	5,573.22	5,851.62	6,128.28	6,422.34	6,745.98	32.03	33.63	35.22	36.91	38.77
35	5,721.12	5,992.56	6,270.96	6,582.42	6,911.28	32.88	34.44	36.04	37.83	39.72
36	5,851.62	6,128.28	6,422.34	6,745.98	7,078.32	33.63	35.22	36.91	38.77	40.68
37	5,992.56	6,270.96	6,582.42	6,911.28	7,247.10	34.44	36.04	37.83	39.72	41.65
38	6,128.28	6,422.34	6,745.98	7,078.32	7,429.80	35.22	36.91	38.77	40.68	42.70
39	6,270.96	6,582.42	6,911.28	7,247.10	7,614.24	36.04	37.83	39.72	41.65	43.76
40	6,422.34	6,745.98	7,078.32	7,429.80	7,791.72	36.91	38.77	40.68	42.70	44.78
41	6,582.42	6,911.28	7,247.10	7,614.24	7,988.34	37.83	39.72	41.65	43.76	45.91
42	6,745.98	7,078.32	7,429.80	7,791.72	8,191.92	38.77	40.68	42.70	44.78	47.08
43	6,911.28	7,247.10	7,614.24	7,988.34	8,395.50	39.72	41.65	43.76	45.91	48.25
44	7,078.32	7,429.80	7,791.72	8,191.92	8,607.78	40.68	42.70	44.78	47.08	49.47
45	7,247.10	7,614.24	7,988.34	8,395.50	8,825.28	41.65	43.76	45.91	48.25	50.72
46	7,429.80	7,791.72	8,191.92	8,607.78	9,041.04	42.70	44.78	47.08	49.47	51.96
47	7,614.24	7,988.34	8,395.50	8,825.28	9,265.50	43.76	45.91	48.25	50.72	53.25
48	7,791.72	8,191.92	8,607.78	9,041.04	9,495.18	44.78	47.08	49.47	51.96	54.57
49	7,988.34	8,395.50	8,825.28	9,265.50	9,728.34	45.91	48.25	50.72	53.25	55.91
50	8,191.92	8,607.78	9,041.04	9,495.18	9,980.64	47.08	49.47	51.96	54.57	57.36

Longevity: Effective 7.01.2025

Classified employees shall receive additional salary for longevity as follows:

A. 5.0% Additional after eight (8) years of service

B. 8.0% Additional after eleven (11) years of service

C. 11.0% Additional after fourteen (14) years of service

Effective: 01.01.2026

Board Approved: 08.12.2025

LAS VIRGENES UNIFIED SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE
CHILD NUTRITION
SCHEDULE (R)
2025 - 2026

	Schedule Number
Child Nutrition Technician	14
Cook 1	18
Lead Child Nutrition Assistant	16
Child Nutrition Operator	17
Serving Kitchen Driver	22

LAS VIRGENES UNIFIED SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE
CHILD NUTRITION
SCHEDULE (R)
2025 - 2026

HOURLY RATES

Column	Step 1	Step 2	Step 3	Step 4	Step 5
12	20.20	20.53	21.42	22.37	23.36
13	20.20	20.95	21.89	22.83	23.93
14	20.53	21.42	22.37	23.36	24.42
15	20.95	21.89	22.83	23.93	24.96
16	21.42	22.37	23.36	24.42	25.55
17	21.89	22.83	23.93	24.96	26.16
18	22.37	23.36	24.42	25.55	26.73
19	22.83	23.93	24.96	26.16	27.34
20	23.36	24.42	25.55	26.73	27.97
21	23.93	24.96	26.16	27.34	28.70
22	24.42	25.55	26.73	28.00	29.29
23	24.96	26.16	27.34	28.70	30.00
24	25.55	26.73	28.00	29.29	30.78
25	26.16	27.34	28.70	30.00	31.47
26	26.73	28.00	29.29	30.78	32.17
27	27.34	28.70	30.00	31.47	32.99
28	28.00	29.29	30.78	32.17	33.74
29	28.70	30.00	31.47	32.99	34.56
30	29.29	30.78	32.17	33.74	35.35
31	30.00	31.47	32.99	34.56	36.25
32	30.78	32.17	33.74	35.35	37.12
33	31.47	32.99	34.56	36.25	37.99
34	32.17	33.74	35.35	37.12	38.96
35	32.99	34.56	36.25	37.99	39.87
36	33.74	35.35	37.12	38.96	40.87
37	34.56	36.25	37.99	39.87	41.87
38	35.35	37.12	38.96	40.87	42.87
39	36.25	37.99	39.87	41.87	43.93
40	37.12	38.96	40.87	42.87	44.98
41	37.99	39.87	41.87	43.93	46.13
42	38.96	40.87	42.87	44.98	47.24
43	39.87	41.87	43.93	46.13	48.49
44	40.87	42.87	44.98	47.24	49.71
45	41.87	43.93	46.13	48.49	50.98
46	42.87	44.98	47.24	49.71	52.19
47	43.93	46.13	48.49	50.98	53.52
48	44.98	47.24	49.71	52.19	54.80
49	46.13	48.49	50.98	53.52	56.17
50	47.24	49.71	52.19	54.80	57.64

Longevity: Effective 7.01.2025

Classified employees shall receive additional salary for longevity as follows:

A. 5.0% Additional after eight (8) years of service

B. 8.0% Additional after eleven (11) years of service

C. 11.0% Additional after fourteen (14) years of service

Effective: 01.01.2026

Board Approved: 08.12.2025

LAS VIRGENES UNIFIED SCHOOL DISTRICT

(Non-Unit/Non-Management)

Other Classified Salary Schedule N

2025 - 2026

HOURLY CLASSIFIED ASSIGNMENT RATES:

Proctor	$23.57	Hourly
Saturday Work Program	$23.57	Hourly
Student Intern	$17.09	Hourly
Interpreter	$20.40	Hourly
PAEC Assistant Technical Director	$38.15	Hourly
PAEC Event Coordinator	$30.14	Hourly
PAEC Theatrical Programmer/Rigger	$33.57	Hourly
PAEC Theatrical Stagehand	$26.70	Hourly
Timer, Announcer and General Supervisor	$20.40	Hourly
PAEC Usher	$17.09	Hourly
PAEC Front of House	$20.40	Hourly
Ticket Taker	$17.09	Hourly
Ticket Seller	$20.40	Hourly

OUTDOOR EDUCATION-DAILY RATES

Overnight	$123.92	Overnight

Effective: 01.01.2026
Board Approved: 08.12.2025

LVUSD | 2025-2026 CALENDAR

JULY '25						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

4 Independence Day

AUGUST '25						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

20 First Day of School

SEPTEMBER '25						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

1 Labor Day
23 Fall Recess

OCTOBER '25						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

2 Fall Recess
13 SDD

NOVEMBER '25						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

11 Veterans Day
27 Thanksgiving Day
28 Local Holiday

24-28 Thanksgiving Break

DECEMBER '25						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

24 Local Holiday
25 Legal Holiday
31 Local Holiday

Dec 22 – Jan 2 Winter Break

JANUARY '26						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

01 New Year's Day
19 M.L. King Day
26 SDD

Dec 22 – Jan 2 Winter Break

FEBRUARY '26						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

16 Presidents' Day

MARCH '26						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

13 SDD
March 30 - April 5 Spring Break

APRIL '26						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

March 30 - April 5 Spring Break
6 Local Holiday

MAY '26						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

25 Memorial Day

JUNE '26						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

10 Last Day of School
11 HS Graduation
19 Juneteenth

LVUSD | 2026-2027 CALENDAR

S						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	23	23	24	25
26	27	28	29	30	31	

3 Independence Day observed
4 Independence Day

AUGUST '26						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

19 First Day of School

SEPTEMBER '26						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

7 Labor Day
21 Fall Recess
22 Fall Recess

OCTOBER '26						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

12 SDD

NOVEMBER '26						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

11 Veterans Day
26 Thanksgiving Day
27 Local Holiday

23-27 Thanksgiving Break

DECEMBER '26						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

24 Local Holiday
25 Legal Holiday
31 Local Holiday

Dec 21 – Jan 1 Winter Break

JANUARY '27						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

01 New Year's Day
18 M.L. King Day
25 SDD

Dec 21 – Jan 1 Winter Break

FEBRUARY '27						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

15 Presidents' Day

MARCH '27						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

22 - 26 Spring Break
29 Local Holiday

APRIL '27						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

23 SDD

MAY '27						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

31 Memorial Day

JUNE '27						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

9 Last Day of School
10 HS Graduation
18 Juneteenth observed

Classified Personnel Performance Evaluation

Type of Evaluation

◯ 3 Month ◯ 6 Month ◯ Annual ◯ Special Evaluation

Evaluation Date:

Probation End Date:

Next Evaluation Date:

☐ Employee may skip next annual evaluation

It is important that the supervisor provides the employee with performance feedback in the spaces below for comments. This is an opportunity to recognize the employee's strengths and accomplishments as well as help improve upon work performance.

Section 1: Quality of Work

Key Element	Meets Expectations	Area for Growth	Not Satisfactory	Does Not Apply
Knowledge of work				
Work Judgments				
Planning & Organizing				
Job Skill Level				
Accuracy of Work				

Comments

Section 2: Quantity of Work

Key Element	Meets Expectations	Area for Growth	Not Satisfactory	Does Not Apply
Volume of acceptable work				
Meets schedules/deadlines				

Comments

Section 3: Work Habits

Key Element	Meets Expectations	Area for Growth	Not Satisfactory	Does Not Apply
Complies with assigned schedule				
Attendance				
Safety practices				
Compliance with rules, instructions, policies and regulations				
Demonstrates organizational skills				

Comments

Section 4: Interpersonal Skills

Key Element	Meets Expectations	Area for Growth	Not Satisfactory	Does Not Apply
Interactions with public				

Interactions with students				
Interactions with colleagues				
Works effectively and cooperatively with others				

Comments

Section 5: Personal Qualities

Key Element	Meets Expectations	Area for Growth	Not Satisfactory	Does Not Apply
Takes initiative				
Accepts responsibility				
Accepts direction				
Adaptable and flexible				
Maintains a calm and professional demeanor				
Demonstrates good judgment				

Comments

Overall Rating

Strengths/Unique Qualities/Achievements

Areas of Concern/Improvement Needed, if applicable (include specific resources for improvement)

Individualized Goals for Next Evaluation

New Classified Summative Evaluation Rating

Key Element	Meets Expectations	Needs Improvement	Not Satisfactory
Overall Rating			

Enter Notes

Signature Employee: Signature and date recorded via "Acknowledged By" timestamp above.

This performance evaluation will be placed in your personnel file after 10 days. You may prepare a response to your performance evaluation. Responses need to be sent to the direct supervisor and Director of Human Resources within 10 work days of receipt of this performance evaluation. Once the response is received in Human Resources, it will be read and attached to the copy that is placed in your personnel file.

Employee: I certify that this evaluation has been discussed with me. I understand my signature/acknowledgement does not necessarily indicate agreement with this evaluation.

Las Virgenes Unified School District
Las Virgenes Classified Association

Level 1: Formal Grievance Statement

Name of Grievant:

Date Alleged Grievance Occurred:

Article(s) Violated:

Statement of Grievance:

Remedy Sought:

Signed: _____ Date: _____
(Grievant)

Date Received: _____

Refer to Article 15.

Las Virgenes Unified School District
Las Virgenes Classified Association

Level 2: Grievant's Appeal

Name of Grievant:

Article(s) Violated:

Reason for Appeal:

Remedy Sought:

Signed: _____ Date: _____
(Grievant)

Date Received: _____

This statement should include a copy of the original grievance and decision rendered.
Refer to Article 15.