

AGREEMENT BETWEEN

THE AROMAS SAN JUAN UNIFIED SCHOOL DISTRICT

AND THE

AROMAS-SAN JUAN FEDERATION OF CLASSIFIED EMPLOYEES

JULY 1, 2026 – JUNE 30, 2029

BOARD ADOPTED: JUNE 17, 2026

TABLE OF CONTENTS

ARTICLE 1: RECOGNITION AND SCOPE OF REPRESENTATION....7
ARTICLE 2: ARTICLE 2: TERM....8
ARTICLE 3: ARTICLE 3: FEDERATION RIGHTS....9
ARTICLE 4: DISTRICT RIGHTS....13
ARTICLE 5: GRIEVANCE PROCEDURE....14
5.1. General Provisions/Definitions 14
5.2. Procedures 15
ARTICLE 6: HOURS AND WORK YEAR....18
6.1. Calendar 18
6.2. Workweek 18
6.3. Workday 18
6.4. Lunch Period 18
6.5. Rest Period 19
6.6. Overtime 19
6.7. Additional Hours 20
6.8. Minimum Call-Back Time 20
6.9. Holiday Pay 21
6.10. Adjustment of Assigned Time 21
6.11. Bus Driving Assignments 21
ARTICLE 7: HEALTH AND WELFARE BENEFITS....22
7.1. Health and Welfare Eligibility 22
7.2. Health and Welfare Plan Information 22
7.3. Pro-Rata Benefits 23
7.4. Continuance of Coverage 24
ARTICLE 8: RETIREMENT BENEFITS....25
ARTICLE 9: COMPENSATION....27
9.1. Employment Status 27
9.2. Salary Schedule 27
9.3. Paychecks 28
9.4. Payroll Errors 28
9.5. Salary Step Placement for New Hires 28
9.7. Promotion 28

9.8. Longevity Pay 29
9.9. Anniversary Date 29
9.10. Degree Recognition 29
9.11. Shift Differential and Split Shift Stipend 29
9.12. Special Duties Stipend 30
9.13. Bilingual Stipend 30
9.14. Extra Duty Stipends 32
9.15. Summer Assignment Pay 32
9.16. Mileage 33
9.17. Physical Examination 33
9.18. TB Testing 33
9.19. Uniforms and Tools 33
9.20 Mandated Training 33
9.21. "Me-Too" Clause 34
9.22 State Disability Insurance 34
ARTICLE 10:TRANSFER, REASSIGNMENT AND PROMOTION 35
10.1. General Provisions 35
10.2. Voluntary Transfers and Reassignments within the Unit 36
ARTICLE 11: ASSIGNMENTS OUTSIDE REGULAR ACADMIC YEAR 38
ARTICLE 12: LAYOFF AND REEMPLOYMENT 39
12.1. Layoff 39
12.2. Specially-Funded Programs 39
12.3. Notice 39
12.4. Hearing 39
12.5. Reduction in Hours 39
12.6. Emergency 40
12.7. Order of Layoff 40
12.8. Displacement Rights 40
12.9. Grievances 41
12.10. Seniority List 41
12.11. Continuation of Benefits 41
12.12. Eligibility for Reemployment 41
12.13. Voluntary Demotion or Reduction in Hours in Lieu of Layoff 41
12.14. Reemployment Procedures 42
12.15. Layoff and Retirement 43

ARTICLE 13: PAID HOLIDAYS 44
13.1 Holiday Listing 44
13.3. Holiday Eligibility 44
ARTICLE 14: LEAVES OF ABSENCE AND VACATION 45
14.1. Vacation 45
14.2. Examples: 45
14.3. Sick Leave 46
14.4. Sick Leave Buy-Out 47
14.5. Extended Sick Leave 47
14.6. Pregnancy Disability Leave 48
14.7. Parental Leave 48
14.8. Personal Necessity Leave and Personal Business 49
14.9. Bereavement Leave 50
14.10. Catastrophic Sick Leave 51
14.11. Jury Duty 53
14.12. Industrial Accident/Illness Leave 53
14.13. Military Leave 55
14.14. Childcare Leave 55
14.15. Legislative Leave 56
14.16. Family and Medical Leave 56
14.17. Other Leaves 57
ARTICLE 15: EVALUATION 58
15.1. Philosophy and Purposes of Classified Staff Evaluation 58
15.2. Frequency of Evaluations 58
15.3. Criteria for Evaluation and Assessment 59
15.4. Procedures for Evaluation and Assessment 59
ARTICLE 16: CORRECTIVE ACTION 62
16.2. Right to Representation and Grievance 62
16.3. Timely Action 62
16.4. Cause 63
16.5. Progressive Discipline 64
16.6. Levels of Action 64
16.7. Procedure for Levels 4 and 5 65

ARTICLE 17: PERSONNEL FILES 68
17.1. Official File 68
17.2. Derogatory Information 68
ARTICLE 18: SAFETY CONDITIONS 70
18.1. General Conditions 70
18.2. Safety Committee 70
18.3. Safety Equipment 70
18.4. Blood-borne Pathogens 71
ARTICLE 19: PROFESSIONAL GROWTH/STAFF DEVELOPMENT 72
19.5. Procedures 72
19.6. Payments 73
19.7. Staff Development 73
ARTICLE 20: NON-DISCRIMINATION 74
ARTICLE 21: CONTRACTING OUT 75
ARTICLE 22: MISCELLANEOUS PROVISIONS 76
22.1. Severability 76
22.2. Concerted Actions/Lockouts 76
22.3. Completion of Negotiations 76
22.4. Reopening of Negotiations 76

Appendix A: Positions 77
Appendix B: Salary Schedule 78
Appendix C: Grievance Form 80
Appendix D: Goal Setting/Evaluation 81
Appendix E: Classified Evaluation 83
Appendix F: Blood Borne Pathogens 87
Appendix G: Bus Driver Manual 93
Appendix H: Stipends 96
Appendix I: Professional Growth Program Application 98

PREAMBLE

This Agreement is made and entered into between the Aromas-San Juan Unified School District (District) and the Aromas-San Juan Federation of Classified Unit members, AFT Local 4830, AFL-CIO (Federation). It is the intent of the District and the Federation to provide and promote a quality education for every student of this district. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the Government Code of the State of California.

ARTICLE 1: RECOGNITION AND SCOPE OF REPRESENTATION

1.1 The District recognizes the Federation as the exclusive representative for all classified unit members holding those positions listed in Appendix A. Management, confidential, and supervisory positions are excluded from the unit. If the parties do not agree whether a newly created classified position is management, confidential, or supervisory, the matter shall be submitted to the Public Employment Relations Board for resolution.

1.2 Newly created classified positions that are not management, confidential or supervisory shall be added to Appendix A upon mutual agreement of the parties. The District shall provide notice of the new position, including the job description, to the Union President via District email prior to the Board of Trustees approval. In the event the Federation President is on leave or a break period, the District shall provide notice to the President's designee. The Federation Field Representative shall be the designee if a local member is not designated. The Federation shall have 15 days to provide feedback. A "Day" is any duty day based on the academic calendar published on the District website. During school breaks, a "Day" is a day that the District Office is open for business.

1.3 All matters not specifically enumerated in this Agreement are reserved to the District, except as defined in this contract. Nothing herein shall be construed to limit the right of the District to consult with any unit members or the Federation on any matter outside the scope of representation.

ARTICLE 2: ARTICLE 2: TERM

2.1 The term of this Agreement shall be from July 1, 2026, through June 30, 2029.

ARTICLE 3: ARTICLE 3: FEDERATION RIGHTS

3.1 Representatives of the Federation shall have the right to use school facilities and equipment at school sites at reasonable hours for Federation business when such facilities are not otherwise in use, subject to the following conditions:

3.1.1. An authorized Federation representative shall obtain advance permission from the Superintendent or designee regarding the specific time, place, and type of activity to be conducted.

3.1.2. The Superintendent or designee shall determine whether the requested use of facilities will interfere with school programs and/or duties of unit members.

3.1.3. The Federation shall reimburse the District for any materials consumed while using District equipment.

3.2 The Federation may use bulletin board spaces designated by the Superintendent, principal, or other designated management personnel, subject to the following conditions:

3.2.1. All postings shall contain the date of publication and the identification of the document as a Federation publication.

3.3 The District shall provide a mailbox for each unit member.

3.4 Federation Business

A representative of the Federation shall be permitted to transact official Federation business on school property at reasonable times not interfering with the educational process or District duties of the unit member. The representative shall notify the school principal or director of their campus presence.

3.4.1. Federation meetings for the unit will be scheduled when the majority of the unit is off-duty. For those unit members who are on duty, however, attendance at such meetings will be paid time, not to exceed 1 hour per month per unit member, cumulative per year. In the event of a special need for coverage, the District may limit this provision.

3.5 A Federation representative shall be allowed to make brief announcements at unit member staff meetings at the conclusion of staff meetings.

3.6 The Federation President shall be allowed to make short, salutary remarks at the annual opening of school meetings for unit members and may designate the speaker.

3.7 The District agrees to furnish, upon request of the Federation, all information required by the Federation that is necessary and relevant for the Federation to fulfill its role as the exclusive bargaining representative.

3.8 The District shall provide the Federation with a copy of the seniority list annually upon request.

3.9 The District shall provide the Federation with a copy of the Board agenda packet, less any confidential items or those materials that relate to negotiations. The determination of confidential items and materials that relate to negotiations will be left to the judgment and discretion of the District. If there is not an electronic device for the President to use at a board meeting, a printed board packet will be provided by the District.

3.9.1. The Federation shall be entitled to representatives at all public Board meetings and shall be allowed to speak on any item on any agenda in accordance with existing Board rules. Prior to each board meeting, the District shall publish a link to the board packet on its website and distribute it through email communications to all unit members. Approved minutes shall be linked to online board agendas.

3.10 Upon receiving a written request for dues deduction from the Federation President or designee, the District shall begin deducting dues for that member no later than the following month's regular pay warrant. The District will remit member dues to the Federation on a monthly basis. Additional deductions shall be remitted by the District in accordance with law or by mutual agreement of the parties. If a unit member requests to cease deducting dues, the District will direct the unit member to the Federation, and will cease deductions upon confirmation from the Federation.

3.11 The Federation agrees to indemnify the District and hold it harmless against any court action and/or administrative action challenging the legality or constitutionality of the dues deduction provisions of this

Agreement, or their implementation, and to pay any judgment or settlement liability arising our of such challenge, provided any action or inaction of the District is consistent with the direction of the Federation President or designee.

3.12 The District will post a copy of the collective bargaining agreement on the District website in a format which permits individual unit members to download copies. The District will refer new hires to the website for their review. Within 30 days of ratification of this Agreement by the Board of Trustees, the District shall post the updated contract on the website and distribute a link to all classified unit members and provide each worksite with one copy of the Agreement in easily accessible locations for member reference (i.e. Transportation, District Office, School Sites.) The Federation and the District shall share the cost of printing.

3.13 Release Time

Release Time at District expense, pursuant to Government Code Section 3543.1, shall be provided as follows:

3.13.1. Up to 5 unit members will be released for purposes of grievance and negotiation preparation/training in August (80 hours maximum).

3.13.2. Up to 5 unit members to attend mid-year negotiations/grievance updates (64 work hours maximum).

3.13.3. Any additional time for grievance processing: one person at each work site.

3.13.4. Negotiations release time for up to 5 unit members on the Federation team.

3.13.5. Selection of unit member participants in 3.12.1 and 3.12.2 by the Federation shall be such that no more than 3 substitutes will be required to be provided at any time. The costs for substitutes shall be borne by the District

3.14 Unit Member Orientation

3.14.1. As per AB 119, the District shall provide the Federation president or designee with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses on file with the employer

and home addresses of newly hired bargaining unit members within thirty (30) days of hire or by the first pay period of the month following hire. (Cal. Gov't Code 3558)

3.14.2. The District shall also provide the Federation an updated listing of all members of the bargaining unit including name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses and home addresses every four months (120 days). Personal phone, address and email addresses will be provided if the District has them in its records. The first list shall be provided no later than October 1st, the second list no later than February 1st and the third list after assignment letters have been issued and no later than May 31st. The parties may mutually agree, in writing, to temporarily change any timeline.

3.14.3. The Federation shall be allotted sufficient time during the new bargaining unit member orientation to provide unit members with an overview of the Federation and the rights and responsibilities created by this Agreement.

3.14.4. The District will hold an orientation meeting annually, prior to the first day of school for new bargaining unit members and will provide ten (10) days advanced notice to the Federation regarding the time and location of the event.

3.14.5. The Federation will be given notice of any mid-year new unit member on-boarding meeting, and of a 15-minute time slot for which a Federation representative will be able to meet with the new unit member. If a Federation representative cannot meet at the appointed time, the Federation may make alternative arrangements to meet with the new unit member.

3.15 Public Information Requests

3.15.1. Upon receipt of a California Public Records Act request for records relating to individual unit members or the operations and membership status of the Aromas-San Juan Federation of Classified Unit members unit, the District shall make reasonable efforts to notify the Federation in writing of the request and provide a copy of the request itself.

ARTICLE 4: DISTRICT RIGHTS

4.1 The exercise of powers, rights, duties and responsibilities, the adoption of policies, rule, and regulations, and the use of judgment and discretion by the District, its Board of Trustees and its designees shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the laws of the State of California. Further, the District retains all its power and authority to take on any matter in the event of an emergency.

ARTICLE 5: GRIEVANCE PROCEDURE

5.1 General Provisions/Definitions

5.1.1. A grievance is an alleged violation, misinterpretation, or misapplication of this contract.

5.1.2. A grievant may be either one or more unit members of the Federation or the Federation.

5.1.3. The grievant may have a representative present at each step of the grievance procedure.

5.1.4. A "Day" is any duty day based on the academic calendar published on the District website, unless otherwise provided in this Article.

5.1.5. An "immediate supervisor" is the lowest level supervisor who has been designated by the District to adjust grievances and who exercises responsibility for the grieving unit member or program. For persons assigned to more than one site or program, one supervisor shall be designated the "immediate supervisor."

5.1.6. If a grievance arises from the action of authority above the immediate supervisor, the grievance may be filed with the manager responsible for the action.

5.1.7. The time limits on the filing and processing of grievances may be extended only by a written agreement signed by the parties.

5.1.8. A grievance must be filed and appealed within the time limits set forth herein or the grievance shall be considered settled on the basis of the last answer given. If a District representative fails to answer to a grievance within the time limits provided at a particular step (unless such time limits are extended by written agreement), the grievance may be appealed to the next step within the appropriate time limits.

5.1.9. All materials concerning a unit member's grievance shall be kept in a file separate from the unit member's personnel file, which shall be available for inspection only by the unit

member, their representative and those management, supervisory and confidential unit members directly involved in the grievance procedure.

5.1.10. No reprisals of any kind will be taken by the District against any aggrieved person, any party of interest, any members of the Federation, or any participant in the grievance procedure by reason of such participation.

5.1.11. The filing or pendency of any grievance shall in no way operate to impede, delay, or interfere with the right of the District to take the action complained of, nor justify the unit member's refusal to perform assigned duties.

5.1.12. The grievant may have their grievances resolved at any level, except Arbitration, without the involvement of the exclusive representative, provided that the adjustment is not inconsistent with the terms and conditions of this Agreement and provided that the grievant and District stay enforcement of the proposed resolution until the Federation has received a copy of the proposed resolution and has had 10 days from the date of the notice to respond.

5.1.13. The grievant has the right to have a Federation representative present at all meetings regarding a grievance.

5.2 Procedures

5.2.1. **Step 1:** Within 15 days after the event that was the basis for the grievance, or within 15 days of when the grievant reasonably should have known of the event that gave rise to the grievance, the grievant shall notify their "immediate supervisor" of the potential grievance, in writing. The grievant and supervisor shall meet and attempt to solve the grievance informally.

5.2.2. **Step 2:** If the grievance is not settled at Step 1, the grievant may present a written statement of the grievance to the supervisor with a copy sent to the Superintendent, within 10 days of the Step 1 grievance answer. Such statement shall be on the form agreed upon by the Parties, which shall be provided in Appendix C and on the District website in a fillable format. The supervisor shall attempt to resolve the grievance as soon as possible and shall present a written

answer to the grievant within 10 days after receiving the written grievance.

5.2.3. **Step 3:** If the grievance is not settled at Step 2, the grievant may appeal to the Superintendent or the Superintendent's designee. Such appeal shall be in writing and shall be submitted within 10 days after the grievant receives the supervisor's Step 2 answer. This appeal shall include a copy of the original grievance, the supervisor's answer, and a statement of the reasons for the appeal. The Superintendent or designee shall respond to the appeal in writing within 10 days after receipt.

5.2.3.1. Either the grievant filing the grievance or the Superintendent or designee may request a meeting to discuss the grievance within this 10 day period. If such a meeting is held, the time limit for the Superintendent or designee's answer shall be extended for 10 days after the close of the meeting.

5.2.4. **Step 4:** If the grievant is not satisfied with the outcome of the grievance at Step 3, within 5 days the grievant may notify the District that the grievance is being moved to Step 4. At Step 4, the grievant may do one or both of the following:

1. Optional Board Hearing: Within 20 days the Board shall hold an informal hearing. All parties involved shall mutually agree upon the time. The hearing shall be held in a closed session meeting.

2. Mediation: If the grievance is not settled at Step 3 or by the optional Board hearing, the matter may be submitted to mediation, unless the grievant and the District agree to skip this step. The parties shall request a mediator from the State Conciliation and Mediation Service.

5.2.5. Should actions taken at Step 4 fail to resolve the dispute or if the parties mutually agree to skip Step 4 mediation, the Federation may submit the matter to arbitration by notifying the District within 20 days following the conclusion of Step 4 or following the Step 3 decision if Step 4 is skipped. The parties shall first make an effort to find a mutually agreeable

arbitrator. If the parties cannot agree on an arbitrator, they shall request a list of seven (7) arbitrators from the State Conciliation and Mediation Service. The Federation and the District shall alternately strike one name until the name of a single arbitrator remains. Lots shall be drawn to decide which party will strike first.

5.2.5.1. The hearing shall be conducted in a timely manner. All expenses of the arbitrator and court reporter, if required by the arbitrator, for this hearing shall be divided equally between the Federation and the District. The parties shall pay their own costs for representation. The findings and recommendations of the arbitrator shall be final and binding on the parties.

ARTICLE 6: HOURS AND WORK YEAR

6.1 Calendar

The annual calendar shall be negotiated before the end of the preceding school year. The Federation shall participate in the District Calendar Committee and may choose a number of representatives that is proportionate to other groups who participate. The Calendar recommended by the committee shall go to Federation members for ratification prior to being implemented.

6.2 Workweek

6.2.1. The workweek for full-time unit members shall be 40 hours rendered in units of 8 hours. Other alternative workweeks as permitted by the Education Code may be considered by mutual agreement of the District and the Federation.

6.2.2. The workweek shall consist of 5 consecutive workdays for all unit members rendering service averaging 4 hours or more per day during the workweek.

6.2.3. The District retains the right to extend the regular workday or workweek when it is deemed necessary to carry out the District's business, as per Section 6.6.

6.2.4. In the event of unforeseen emergencies or natural disasters, the District will have the right to require that needed personnel report to work, and may assign work to be performed remotely or at home, if needed. Unit members shall make every reasonable attempt to communicate with the District if they are unable to report to work. All unit member shall be paid their regular rate of pay during such emergency and natural disaster days.

6.3 Workday

The workday for all unit members shall be established and regularly fixed by the District.

6.4 Lunch Period

6.4.1. A 30-minute, non-compensated, duty-free lunch period shall be provided to all unit members who render service of at least

6 consecutive hours. The lunch period shall be assigned by the immediate supervisor.

6.4.2. A meal period may exceed 60 minutes in those instances where a position is developed with a split shift. A split shift is defined as any work assignment with an unpaid period of 30 minutes or more during the shift.

6.5 Rest Period

6.5.1. A 15-minute compensated rest period shall be provided all unit members for each 4-hour period of service. The rest period herein described shall be taken at the direction of the immediate supervisor.

6.6 Overtime

6.6.1. Overtime compensation shall be provided to unit members who are directed by their immediate supervisor to work in excess of 8 hours in any 1 day or in excess of 40 hours in a calendar week.

6.6.2. Unit members shall be compensated equal to time and one-half of the regular rate of pay or the unit member may opt to receive compensatory time off at time.

6.6.3. Unit members excused from work because of holidays, sick leave, vacation, compensatory time, or other paid leave of absence shall be allowed to use the time off as time worked for the purpose of computing the number of hours worked for overtime service credit.

6.6.4. An unit member having an average workday of 4 hours or more shall be compensated at the overtime rate for any work required to be performed on the 6th and 7th days following the commencement of the workweek.

6.6.5. An unit member having an average workday of less than 4 hours during a workweek shall be compensated at the overtime rate for any work required to be performed on the 7th day following the commencement of their workweek.

6.7 Additional Hours

6.7.1. Any hours worked beyond a unit member's scheduled workday must be approved by a supervisor/manager in advance, except in extraordinary circumstances. Examples of such circumstances include waiting after school with a student who requires supervision or handling a facilities emergency such as a burst pipe.

6.7.2. Additional hours will be paid at the regular rate of pay, unless the time qualifies as overtime, under section 6.6.

6.7.3. If a unit member desires Compensatory Time in lieu of pay, prior approval must be obtained by the unit member from their supervisor, using the online form. This form shall be available on the absence management system or any subsequent online system that is utilized to request time off and included as a link on the District website under HR unit member information. The supervisor's decision shall be made as soon as possible but no later than three (3) workdays from the day the request is submitted.

6.7.3.1. Compensatory time will be earned at time and a half if the hours qualify as overtime, and at straight time if they do not.

6.7.3.2. Not more than 100 hours of compensatory time shall be accumulated in a 12-month period.

6.7.4. Use of compensatory time must have prior approval of the unit member's immediate supervisor, using the online absence management system, at least five (5) workdays in advance. The decision shall be made as soon as possible, but no later than three (3) workdays from the day the request is submitted. Compensatory time may be used alone or in conjunction with any district approved leave. Unit members shall take the compensatory time off within 12 calendar months following the month it was earned.

6.8 Minimum Call-Back Time

Any unit member who is called back to work after the completion of the normal

workday or called back to work on a day when the unit member is not scheduled to work shall be compensated for all hours worked at the appropriate rate of pay, but not less than 2 hours.

6.8.1. All scheduled and emergency call backs for full-time unit members shall be paid at the overtime rate and call backs for less than full-time unit members shall be paid at the regular rate.

6.8.2. Calls that require a member to do work from home outside of the normal workday, but do not require reporting to work in-person, shall be paid, a minimum, one hour at their regular rate. The unit member shall inform their immediate supervisor in writing of the call and the work performed prior to submitting their timesheet.

6.9 Holiday Pay

All hours worked by a unit member on any holiday designated by this Agreement shall be compensated at time and one-half the regular rate of pay, excluding regular pay received for the holiday.

6.10 Adjustment of Assigned Time

Any unit member who works an average of 30 minutes or more per day in excess of their part-time assignment for a period of 20 consecutive working days or more shall have their regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

6.10.1. For the purpose of computing the number of hours worked, time during which any unit member is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence shall be considered as time worked by the unit member.

6.11 Bus Driving Assignments

Bus driving assignments shall be distributed according to the procedures set forth in the negotiated drivers' manual.

ARTICLE 7: HEALTH AND WELFARE BENEFITS

7.1 Health and Welfare Eligibility

All unit members who work 6 or more hours in any workday shall receive the full District contribution towards medical, dental, vision and prescription coverage for unit members and their dependents.

7.1.1. Effective October 1, 2014 all unit members meeting the above eligibility will be required to enroll in health and welfare coverage with the District.

7.1.2. Unit members become eligible for benefits the month following their first day of employment.

7.2 Health and Welfare Plan Information

7.2.1. For members who receive District Health and Welfare benefits: Effective October 1, 2025, the District's maximum contribution shall be $14,500.00.

7.2.2. Unit members shall pay the difference between the District's contribution and the actual premium. All excess premiums shall be deducted by means of a monthly payroll deduction over their normal pay schedule.

7.2.3. For members who select a District Health plan costing less than the $14,500.00: Effective October 1, 2025, the member will receive the net savings (District contribution minus plan premium) as the Cash Back Benefit.

7.2.4. Only unit members meeting the requirements for full District contribution are eligible for the Cash Back Benefit Option.

7.2.5. Cash Back Benefit dollars shall be allocated to the unit member over their normal pay schedule.

7.2.6. For members who decline District Benefits due to other Health and Welfare coverage: Effective October 1, 2025, unit members who do not take any District health benefits will receive an annual cash back amount of $14,500.00. This amount will not be automatically increased when the District cap for benefits (7.2.1) is increased.

7.2.6.1. For unit members with a first date of service on or after July 1, 2025: Members who decline District benefits due to other Health and Welfare coverage will receive an annual cash back amount of $5,500.00

7.2.7. Cash Back Benefit dollars may be utilized by the unit member as pre-tax dollars to participate in a Tax Sheltered Account (TSA) or as a contribution to the Flexible Spending Plan in 7.2.11 if allowable under current tax laws.

7.2.8. Cash Back Benefit dollars may be paid to the member directly. In this circumstance, the Cash Back Benefit payment received shall be considered as taxable income. Both the District and the unit member would be liable for applicable taxes as with any other salary disbursement.

7.2.9. The District shall offer medical plan options mutually agreed upon by the District and the Federation and make plan information, including premiums, available to unit members. Each year the District will present members with the medical plans available for the coming year.

7.2.10. Health and welfare package will include with the exception of the Two Tier HSA:

- Delta Dental Incentive Plan
- Orthodontic Plan
- Vision Plan

7.2.11. The SISC Health Care Flexible Spending Plan is available to all unit members regardless of their eligibility for the other Health and Welfare Plans.

7.3 Pro-Rata Benefits

7.3.1. All unit members who work fewer than 6 hours in any workday shall receive, at their option, pro-rata District contributions towards medical, dental, vision, and prescription services. The pro-rata share will be based on the number of hours worked per day, divided by 6**.** For example, if a unit member works 3 hours per day, the District will pay 50% of the premium(s) and the unit member will pay 50% the remaining premium(s).

7.3.2. The language in 7.3.1 will be reprinted on the open enrollment notice for health and welfare benefits that is distributed to all unit members.

7.4 Continuance of Coverage

For unit members assigned less than a 12-month work year, the District shall continue to pay its share of the premium cost(s) provided in this Article during the period between the end of one school year and the beginning of another.

However, the unit member's annual contribution shall be deducted in equal installments in each work month.

ARTICLE 8: RETIREMENT BENEFITS

8.1 A unit member may elect to retire from the District and maintain the health benefit package with a maximum District contribution equal to that of an active unit member at the time of the unit member's retirement as referenced in Article 7 subject to the following conditions:

8.1.1. The unit member must be at least 60 years old and not more than 64 years old at the effective date of retirement.

8.1.2. The unit member must have worked in the District in a classified position for at least 10 years, and, during the 5 years immediately preceding retirement the unit member must have been employed a minimum of 6 hours per day and receiving benefits.

8.1.3. Unit members who work less than 6 hours per day who participate in benefits per Article 7.3 are eligible for a District contribution to retirement benefits equal to the average proportion of the District's contribution to the unit member's benefits for the 5 years before retirement.

8.1.4. As per the SISC requirement, all retiree benefit costs will be subject to the Tiered (Single, Two Party or Family) Rate Schedule.

8.2 Paid participation in the program shall be terminated upon any of the following events:

8.2.1. The retiree reaches age 65;

8.2.2. The retiree's death;

8.2.3. The retiree notifies the District in writing of the election to terminate participation.

8.3 As an alternative retirement incentive, those unit members who meet the eligibility requirements above may opt to decline health benefits and receive a 1-time, lump sum payment of an amount equal to 50% of the monthly cost of benefits to the District multiplied by the number of months between the unit member's retirement date and the month of the unit member's 65th birthday.

8.4 Unit members who provide advance written notification of retirement that will be effective June 30 shall receive the following incentives. Payment will be remitted with their final pay.

8.4.1. Retirement effective June 30th:

- Notify by January 15th - $1,000.00
- Notify by February 15th - $750.00
- Notify by March 15th - $500.00

ARTICLE 9: COMPENSATION

9.1 Employment Status

The probationary period for all newly hired unit members will be 6 months or 130 days of paid service, whichever is longer. Any paid days, including holidays, should be included in the counting 130 days of "paid service".

9.1.1. If a unit member is absent during the probationary period for more than 10 workdays, the parties may mutually agree to temporarily pause the probationary period until the unit member is able to return to work and demonstrate their ability to perform the required duties.

9.2 Salary Schedule

Unit members shall be compensated in accordance with the salary schedule set forth in Appendix B.

9.2.1. The District and the Federation will review and negotiate salary parity for at least five (5) job classifications with other comparable school districts in the labor market each year**.**

9.2.2. Paid work days including 3 paid professional development/non student days for the work calendar classifications, excluding paid holidays, are:

- School Year Unit members
  - 183 Paid Work Day Calendar
- Bus Driver/Custodian Unit members
  - 184 Paid Work Day Calendar
- School Office Clerk
  - 208 Paid Work Day Calendar
- School Office Secretary
  - 218 Paid Work Day Calendar
- Year-Round Unit members
  - 244 Work Day Calendar

9.2.2.1. Individual changes to work calendars that alter the unit member's start date, end date, or deviate from the standard number of workdays or work schedule may be requested by a unit member or the administrator and

negotiated by the District and the Federation. Any negotiated deviation shall terminate at the end of the school year, unless otherwise agreed to in writing.

9.3 Paychecks

All regular paychecks of unit members shall be itemized to include all approved deductions. All unit members shall be paid once a month, payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.

9.4 Payroll Errors

All payroll errors shall be corrected as soon as possible. When a paycheck has been lost, it will be replaced as soon as possible.

9.5 Salary Step Placement for New Hires

Upon hire by the District, a new unit member's comparable school district work experience will be evaluated by the District to determine the proper salary step on which to place the new unit member. Each step on the salary schedule equals one year of comparable work experience. A new unit member's experience will be credited up to the maximum step in the salary range of the job classification.

9.6 Any new classified positions that would have been created as 3.50 to 3.99 hours per day shall be a minimum of 4.00 hours per day.

9.7 Promotion

9.7.1. A unit member who is promoted to a higher job classification shall be placed at the step providing a minimum of a 5% salary increase. If the unit member is placed on the highest step of the salary schedule and the increase is less than 5%, the unit member will receive a monthly off schedule payment of the difference between the highest step and 5% for a period of one year unless the unit member does not successfully complete the probationary period, in which case the off schedule payment ceases when the unit member returns to their prior classification.

9.7.2. There shall be a 6-month probationary period following all promotions. Permanent unit members who do not

satisfactorily complete their probationary period shall be reinstated to a position similar in classification and pay to their prior position.

9.8 Longevity Pay

The District shall pay longevity to any qualifying unit member as follows:

9.8.1. 2% additional pay during the 6th through 10th years of service in the District;

9.8.2. 3% additional pay during the 11th through 15th years of service in the District (total 5%);

9.8.3. 4% additional pay during the 16th through 20th years of service in the District (total 9%);

9.8.4. 5% additional pay during the 21st through 25th of service in the District (total 14%).

9.8.5. 6% additional pay during the 26th and subsequent years of service in the District (total of 20%).

9.9 Anniversary Date

Unless otherwise stipulated, pay raises, including but not limited to, annual increments, longevity pay, and negotiated wage increases, shall be effective on July 1 of the affected year or upon transfer to a new position, whichever is more advantageous to the unit member.

9.10 Degree Recognition

9.10.1. Effective 7/1/2025, a $700.00 stipend will be paid over 11 monthly payments for unit members who have a Bachelor of Art or Bachelor of Science degree. The stipend will be paid during the months of August through June.

9.10.2. Effective 7/1/2025, a $1,500.00 stipend will be paid over 11 monthly payments for unit members how have a Masters of Arts or Masters of Science degree. The stipend will be paid during the months of August through June.

9.11 Shift Differential and Split Shift Stipend

9.11.1. A 5% pay differential shall be paid to those unit members who are required to work shifts that end after 5 p.m.

9.11.2. A split shift stipend of $100.00 per month shall be paid to unit

members in the transportation department who are scheduled to have a meal period that is 90 minutes or more. This shall not be considered paid time for purposes of overtime calculations.

9.12 Special Duties Stipend

9.12.1. A 7.5% stipend shall be paid to those instructional aides who work in a general education setting and perform lifting, toileting, feeding, or attend to other personal hygiene needs of students on a daily or weekly basis. When such a need occurs for the first time, the unit member shall receive approval from administration in writing within a reasonable time.

9.12.2. An 8% stipend shall be paid to those instructional aides who are assigned to SDC classes to perform lifting, toileting, feeding, and to attend to other personal hygiene needs of students with special needs on a daily or weekly basis. When such a need occurs for the first time, the unit member shall receive approval from administration in writing within a reasonable time.

9.12.3. A 10% pay stipend shall be paid to those instructional aides who are assigned job duties under the job classification of *Paraprofessional, Instructional Aide, Special Education specializing in Visually Impaired and Braille.*

9.12.3.1. If the special duties services are discontinued between opening day and May 15 of a school year the stipend will be paid for one (1) additional month. If SDC services are discontinued, the stipend will continue to be paid for 30 calendar days.

9.13 Bilingual Stipend

9.13.1. General Provisions - Positions eligible for a bilingual stipend may include, but are not limited to, support services clerk, migrant support services clerk, paraeducator, bilingual education technician, school secretary/attendance clerk, and school office clerk, subject to mutual agreement by the Federation and the District. If a unit member believes that their position qualifies for a bilingual stipend, the unit member may submit a request for bilingual stipend to the

immediate supervisor. The supervisor and the Superintendent will review the application to decide if it is merited.

9.13.1.1. Any unit member receiving a bilingual stipend (2% or 3%) may be required to interpret or translate intermittently during the regular course of their workday. When such duties are anticipated to take more than a majority of a workday, the immediate supervisor shall clarify how the interpretation/translation will fit into the priorities for that day or week to ensure the unit member has sufficient time to accomplish their other regular duties. Interpretation and translation of legal meetings and documents shall not be required.

9.13.2. Bilingual Stipend (with Examination)

Unit members serving in positions that require the use of oral and/or written Spanish shall be paid a 3% monthly stipend, provided they pass a high school level written and oral Spanish examination administered by the District.

9.13.3. Alternative Bilingual Stipend (without Examination)

9.13.3.1. Unit members who have been required to speak Spanish during the performance of their duties and who have successfully performed those duties since July 1, 1996, shall receive a 2% bilingual stipend, pursuant to the conditions of section 9.12.1.

9.13.3.2. These unit members shall not be required to write, translate, or interpret Spanish at Individualized Education Plan (IEP) meetings. Nor will they be required to interpret for classroom teachers who hold a BCLAD or similar bilingual credential or certificate.

9.13.3.3. These unit members are eligible to take the written bilingual test and shall receive an additional 1% bilingual stipend upon passing, in accordance with 9.13.2.

9.13.3.4. The District, upon request, shall provide at least 6 hours of test preparation to any unit member receiving the alternative stipend who wishes to upgrade to the full stipend amount.

9.13.3.5. To qualify for this test preparation unit member must be receiving the alterative stipend at the inception of this agreement, July 1, 2013.

9.13.3.6. Test preparation shall be defined as a pre-test, offered during the course of the normal workday. If the preparation is offered during non-scheduled work hours of the unit member, the unit member will be paid a stipend of $2.50 per hour.

9.14 Extra Duty Stipends

9.14.1. Stipends for extra duty, for which a unit members qualify to perform are listed in Appendix H.

9.14.1.1. If any stipend listed in Appendix H is increased by the certificated unit, the corresponding stipend in this agreement shall be adjusted to match that increase.

9.14.2. Unless otherwise stated, stipends for extra duty/coaching will be disbursed at the end of the extra duty/coaching assignment. To initiate this payment, the unit member shall turn in a request for extra duty/coaching compensation to the Site Administrator on a District Form. Payment will be made upon verification that the extra duty/coaching assignment has been completed.

9.15 Summer Assignment Pay

Summer Assignment Pay will be at least 10% above the unit member's regular hourly rate if the unit member is serving in their regular position. If the unit member is serving in a lower classification for the summer, they shall be paid at least 10% above the summer position's hourly rate, or, 5% above the pay in their current position, whichever is greater. For Unit Members who receive longevity pay, the longevity differential is included in the calculation of their

hourly rate.

9.16 Mileage

Any unit member required to use their vehicle on District business shall be reimbursed at the IRS rate currently in effect. The unit member shall receive mileage reimbursement separately from the payroll warrant.

9.17 Physical Examination

When the District requires a medical examination of a unit member, either by rule or by its direction or the direction of its authorized District administrator, or when unit members are required by law to submit to a medical examination for continuance of employment, the District shall, at its discretion, provide the required examination, cause it to be provided, or provide the unit member with full reimbursement for the required examination.

9.18 TB Testing

Unit members may use a District designated facility to obtain a renewed TB Test where the cost for the renewed test will be billed directly to the District. Unit members shall request an approval form from HR to present to the designated facility prior to obtaining the TB Test.

9.19 Uniforms and Tools

The District agrees to pay the full cost of the purchase, lease, rental, cleaning and maintenance of uniforms, equipment, identification badges, and cards if they are required. The District will provide windbreakers, jackets and/or smocks for appropriate classified personnel such as maintenance, grounds, yard duty, instructional aides, crossing guards, campus supervisors, and food service unit members. The District shall purchase one pair of appropriate work shoes per school year, up to $150.00 (with tax and shipping) from a vendor selected by the District for unit members in food service, custodial, groundskeeping and maintenance. The District shall inform qualifying unit members of the process for ordering at the beginning of each school year. The District agrees to provide tools, equipment and supplies reasonably necessary for the performance of employment duties.

9.20 Mandated Training/Required Classes

Unit members will be paid at their hourly rate, including and applicable longevity, for completion of statutorily mandated training when completed outside of contract hours. Payment will be limited to the actual length of the

mandated training as determined by the vendor and the training must be completed by the stated deadline. Hourly rate will not include any additional qualifying stipend amounts such as hygiene and bilingual.

9.20.1 Unit members who require ongoing education to continue to meet the minimum qualifications of their employment in the member's current classification, shall be reimbursed for the total cost of the required courses if the District does not offer the training. The unit member must notify Human Resources in writing prior to incurring the costs, and submit an itemized receipt of statement once the courses are completed. The reimbursement shall be made within thirty (30) days.

9.21 "Me-Too" Clause

The Parties agree that the Federation will receive the same percentage on the salary schedule as the certificated bargaining unit, the same one-time off-schedule percentage (if any), and will have the same health and welfare District contribution. In no case shall this constitute a decrease in salary or benefits. In addition, if the certificated bargaining unit received non-compensation improvements to the contract that have significant fiscal impact, the cost on the certificated salary schedule will be estimated by the District; the Federation will receive an equal percentage on the salary schedule. These costs include, but are not limited to, class size reduction, increases to release time, or prep periods. The District and the Federation will confirm and approve the percentage at the time of ratification of the certificated tentative agreement. Additional workdays, routine Step and Column movement, State Retirement increases, and other routine increases shall not be considered improvements in this provision.

9.22 All unit members will be enrolled in the State Disability Insurance plan (membership in State Disability began on April 1, 2007).

9.22.1. When a bargaining unit member qualifies for SDI benefits, the District shall coordinate the benefits with the unit member's sick leave and pay.

9.22.2. The District shall provide a clear written process to guide unit members through the steps they must take to coordinate SDI benefits with the district. This guide shall be shared with the Federation.

ARTICLE 10: TRANSFER, REASSIGNMENT AND PROMOTION

10.1 General Provisions

10.1.1. For the purposes of this article, ***transfer*** shall mean movement between sites. ***Reassignment*** shall mean movement between positions within a site. ***Promotion*** shall be defined as the movement of an unit member from one classification to another classification with a higher hourly rate of pay. Reassignments and transfers may be voluntary (requested by the unit member) or involuntary (initiated by the District. Involuntary transfers may not be initiated for arbitrary or capricious reasons. A vacancy is any position that does not have a unit member assigned to it. The Superintendent or their designee may declare that vacancies will not be filled.

10.1.2. A unit member may be transferred from one position to another within the same classification or a related classification, or from one position to another classification within the bargaining unit for which the unit member is qualified. Such transfers may be upon the request of the unit member or for the best interests of the District, as determined by the District, provided that the transfer is not taken for arbitrary or capricious reasons. Reasons for a transfer may include any of the following:

- Balancing the staff of a school or department;
- Changes in enrollment;
- Placement of personnel returning from leave;
- Opening and closing of schools;
- Unit member request.

10.1.3. The Superintendent or designee shall determine whether classifications are sufficiently related to permit transfer between them after considering similarity of duties, minimum qualifications, examination content, and occupational group.

10.1.4. A permanent unit member who transfers or is reassigned to a position in a classification in which the unit member has not previously completed a probationary period shall be considered probationary in the classification for a period of 6 months. Any time during the probationary period, the unit member may be returned to the former classification without right of appeal, except that the unit member shall receive in

writing the reasons for such a move.

10.2 Voluntary Transfers and Reassignments Process

10.2.1. Any position that is declared vacant shall be posted by the District for not less than 5 full workdays and provided by email to all unit members.

10.2.2. Unit members on paid or unpaid leave or during summer recess may request in writing that a copy of all vacancy notices be mailed or emailed to them at their home address.

10.2.2.1. During the summer recess, all postings—written and oral—shall be made on the Friday of a given week. Unit members shall have until the end of the workday of the second Monday to respond (9 calendar days).

10.2.3. An unit member may indicate interest in filling a vacancy by the written procedure outlined in this Article or, if the unit member is out of the area during a recess or vacation period, by calling the District office to indicate such an interest.

10.2.4. All qualified unit members who have expressed interest within the stated time frame on the internal posting notices or vacancies will be interviewed for the position prior to interviewing any outside candidates.

10.2.5. The site/district administrator shall use the following criteria to make their determination:

1. Qualifications;
2. Relevant experience;
3. Overall rating of performance evaluations;
4. Disciplinary action documented in the personnel file;
2. Best interests of the District;
3. Appropriate legal requirements regarding employment opportunity as set forth in District policy, state and federal laws and regulations;

10.2.5.1. If two or more internal applicants are deemed equal on the above criteria, the applicant with the highest seniority within the District shall prevail.

10.2.6. If a unit member is not granted a voluntary transfer or reassignment, or promotion, they may request a written explanation from the Superintendent. In the case the reason given is "best interest of the District", the unit member shall be granted a meeting upon request to discuss the reasons.

10.2.7. In the event of an involuntary transfer, the unit member shall be given at least five (5) workdays notice and reason for the transfer. The timeline may be altered by mutual agreement. If the transfer will result in a longer commute time, or change in start or end time for the unit member, the District and unit member will agree to a reasonable transition period to accommodate the changes.

10.2.8. The unit member may appeal the involuntary transfer by submitting the reasons for the appeal in writing to the superintendent or designee. The final decision of the appeal is not grievable.

10.2.9. No involuntary transfer shall result in a reduction of hours or pay.

ARTICLE 11: ASSIGNMENTS OUTSIDE THE REGULAR ACADEMIC YEAR

11.1 When work normally and customarily performed by unit members is available to be performed at times other than during the regular academic year, the work shall be offered to regular unit members in the appropriate classification as provided in this section. This Article does not apply if the work is on days that are part of the unit member's work year.

11.2 The District will post notices for anticipated vacancies for summer assignments prior to the close of each school year. Unit members seeking summer assignments shall file applications with the District indicating which assignments they would accept and listing their qualifications for the assignments.

11.2.1. Vacancies for assignments other than summer assignments will be posted as needed.

11.3 The District shall review the experience and the demonstrated skills of the applicants as evidenced by previous evaluations of supervisors, previous education and training, and previous occupational experiences. Written and oral examinations may also be administered when appropriate. The District shall select the most qualified applicant.

11.4 If 2 or more applicants are determined to be equally qualified, the applicant with the greater seniority shall be granted the position. In the event that equally qualified applicants have an equal amount of seniority, the decision shall be made by lottery.

11.5 Unsuccessful applicants shall be notified and are entitled to a written explanation from the District regarding the reasons why they were not selected upon request.

11.6 No unit member shall be required to accept such an assignment that is not so regularly assigned.

11.7 Compensation for assignments shall be in accordance with Article 9, Section 9.15.

ARTICLE 12: LAYOFF AND REEMPLOYMENT

12.1 Layoff

Layoff procedures shall follow Education Code Section 45117. Permanent members are subject to layoff for lack of work or lack of funds as determined by the Board of Trustees in its sole discretion. "Permanent unit member" includes an unit member who was permanent at the time of the notice or right to a hearing was required and an unit member who became permanent after the date of the required notice.

12.2 Specially-Funded Programs

When, as a result of the expiration of a specially-funded program, unit members' positions are to be eliminated the unit members to be laid off shall 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.

12.3 Notice

When, as a result of a bona fide reduction or elimination of the service, any permanent unit members shall be subject to layoff for lack of work, affected unit members shall be given written notice of layoff on or before March 15. The notice will include information regarding displacement rights, if any, and reemployment rights. Final written layoff notices to those classified unit members subject to layoff due to lack of work or lack of funds must be served on or before May 14th.

The District may institute a layoff in compliance with Education Code Section 45117(d)(1) in the event that the Budget Act has not increased the local control funding formula apportionment by at least 2%.

12.4 Hearing

If requested by the unit member, a hearing shall be held in compliance with Education Code 45117.

12.5 Reduction in Hours

A reduction in hours may be effectuated using the layoff procedure described above, with all required notice and hearing requirements.

12.5.1. If a reduction in hours is outside of the layoff notice window,

the Parties shall meet and negotiate over any proposed reduction in hours.

12.6 Emergency

Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of unit members, nor layoff for lack of work resulting from causes not foreseeable or preventable by the Board of Trustees without the notice required by the above sections, if so allowed by law.

12.7 Order of Layoff

In the event of a layoff, the order of layoff within the class shall be determined by date of hire. In the case of 2 or more unit members having identical seniority, the seniority shall be determined by hours in paid status. In the case of 2 or more unit members having the same date of hire and equal hours in paid status, the tie shall be broken by lot.

12.7.1. "Hours in Paid Status" means all hours in paid status, whether during the school year, a holiday, a recess, or any period that school is in session or closed, but does not include any hours compensated solely on an overtime basis, military leave, unpaid illness leave, or unpaid industrial injury leave. "Hours in Paid Status" shall not be interpreted to mean any service performed prior to entering into probationary or permanent status in the classified service of the District, except service in restricted positions.

12.8 Displacement Rights

12.8.1. Pursuant to section 12.1, the District shall determine the position or positions to be eliminated. If the unit member holding the eliminated position is the least senior in the classification, that unit member will be given a final layoff notice.

12.8.2. If the unit member holding the eliminated position is not the least senior in the classification, the unit member will be given displacement options, as follows:

a) to select a vacant position in the same class or a lower class in which the unit member has previously successfully completed the probationary period; or

b) to bump, according to seniority, into any position in the same classification (whether the position has more, less or equal hours to that of the unit member); or

c) to bump, according to seniority, into any position in another classification in which the unit member has attained permanent status (whether the position has more, less or equal hours to that of the unit member); or

d) to accept layoff; or

e) if eligible, to retire in lieu of layoff

12.8.3. Nothing in the Article shall be construed to limit the District's rights to transfer and reassign unit members, pursuant to Article 10.

12.9 Grievances

The provisions of Sections 12.1 through 12.6, excluding 12.5.1, of this Article shall not be grievable.

12.10 Seniority List

Before any layoff, the District shall post a seniority list of affected unit members. The District shall also provide the Federation with a copy of the seniority list annually upon request.

12.11 Continuation of Benefits

Unit members in health and welfare benefit eligible positions who are laid off shall be eligible to continue to receive District insurance benefits for a period of 1 full calendar month from the day of layoff, subject to the approval of the insurance carriers.

12.12 Eligibility for Reemployment

Reemployment shall be in the reverse order of a layoff. Unit members who are laid off are eligible for reemployment for a period of 39 months and shall be reemployed in preference to new applicants. In addition, such unit members laid off shall have the right to apply for promotional positions within the District during the 39- month period.

12.13 Voluntary Demotion or Reduction in Hours in Lieu of Layoff

12.13.1. Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be granted the same rights as unit members who were laid off. They shall retain eligibility to be considered for reemployment for an additional period of up to 24 months, provided that the same tests of fitness under which they qualified for appointment to the class still apply. The Board shall determine the specific period for eligibility for reemployment on a class-by-class basis.

12.13.2. Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall, at the unit member's option, be returned to a position in their former class or to positions with increased assigned time as vacancies become available, without limitation of time.

12.14 Reemployment Procedures

12.14.1. Offers of reemployment shall be made by either personal service or via U.S. certified mail addressed to the last known address and shall include: the specific vacancy, hours being offered, the rate of pay, level of benefits, a current job description, and a mechanism for acceptance or refusal of the offer of reemployment within the prescribed time limit and a place for the unit member's signature. If the unit member fails to reply within 10 working days of the date of personal service or of mailing of the offer of reemployment, it shall be deemed a refusal of the offer.

12.14.2. It is the responsibility of each unit member on a reemployment list to file a current mailing address with the District.

12.14.3. The unit member's name shall be removed from the reemployment list after he or she refuses 3 offers of reemployment in the class from which he or she was laid off.

12.14.3.1. It is not a refusal of employment for the unit member to decline an offer of reemployment for fewer hours than assigned at the time of layoff.

12.14.4. When a laid-off unit member is rehired from a reemployment list, their accrued sick leave balance at the date of layoff shall be reinstated.

12.14.5. Upon reemployment in the class from which he or she was laid

off, a unit member shall be placed on the step of the salary range to which he or she was entitled at the time of the layoff.

12.15 Layoff and Retirement

Any unit member who was subject to being laid off or who was laid off for lack of work or funds and who elected service retirement from the Public Unit members' Retirement System shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of the Public Unit members' Retirement System that the retirement was due to layoff for lack of work or funds.

12.15.1. If the unit member is subsequently subject to reemployment and accepts in writing an appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Unit members' Retirement System has properly processed the unit member's request for reinstatement from retirement.

ARTICLE 13: PAID HOLIDAYS

13.1 The District shall provide all unit members who are eligible by law with the following paid holidays, regardless of the day of the week on which the holiday falls:

Labor Day	First Monday in September
Veterans' Day	November
Thanksgiving Day and the Friday following	November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	January
Lincoln's Birthday	February
Washington's Birthday	February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4

13.1.1. One floating holiday day during winter break, in lieu of Admissions Day, shall also be provided for all 12-month unit members.

13.2 One floating holiday day during winter break, in lieu of Admissions Day, shall also be provided for all 12-month unit members

13.3 Payment for holidays occurring while a unit member is on paid leave of absence shall not be charged against vacation or sick leave.

13.4 Holiday Eligibility

To be eligible for a holiday, a unit member must meet the following criteria:

- Unit members who work less than 12 months per year will be paid only for the holidays listed above if they fall between the first and last day of service during the school year, or between the first and last day of service during summer school; and
- Unit member shall be in paid status on their assigned workday immediately preceding or succeeding the holiday in order to be paid for the holiday.

ARTICLE 14: LEAVES OF ABSENCE AND VACATION

Paid Leaves

14.1 Vacation

The following formula shall be used in computing earned vacation: 5/6 (.833) of a day per month, as per the California Education Code 45197, will be prorated according to months/hours worked, and granted as time off (if warranted) or paid as a lump sum at the end of the school year.

Unit members may request to use up to half the annual accrual of vacation during the probationary period.

14.1.1. Examples:

- A 183 workday unit member who works 6 hours per day would receive vacation credit of 49.9 hours and be paid at their regular hourly rate (5/6 day x 10 months = 8.3 days per year x 6 daily hours = 49.9 hours at their regular hourly rate).

- A 3-hour unit member, using the same formula, would earn 24.9 hours (5/6 day x 10 months = 8.3 days x 3 daily hours = 24.9).

14.1.2. 12-month unit members who work a regular 40-hour week will be granted 3 weeks (15 workdays) vacation each year beginning on the 6th year of continuous service and each subsequent year thereafter.

14.1.2.1. The maximum carry-over of vacation hours from one fiscal year to the next shall be 176 hours. If a unit member has more than 176 accrued hours of vacation as of June 15 of any school year, the unit member shall receive payment on the June paycheck, at the unit member's current hourly rate for any hours in excess of 176.

14.1.3. Requests for vacation must be submitted to the unit member's supervisor using the online absence management system. Vacation requests shall be entered at least two (2) weeks before the requested vacation for Administrator approval.

In unforeseeable circumstances the District will consider vacation requests filed with less than two weeks' notice.

14.1.3.1. The immediate supervisor will approve or deny the vacation request via the absence management system within three (3) workdays of the vacation request. The District absence management system will be configured to share requests with other pertinent District supervisors.

14.1.3.2. The District will consider factors such as the number of requests for the date, coverage, and legitimate District business needs when considering requests. When a request is denied, the reason shall be provided to the unit member on request.

14.2 Sick Leave

14.2.1. Full-time unit members working 12 months, 5 days per week shall earn 12 days of sick leave per year.

14.2.2. Full-time unit members working less than a full fiscal year (12 months) shall earn proportional sick leave, based on the number of months the unit member is employed. For example, a 180 workday unit member shall earn 10 days of sick leave per year.

14.2.3. Unit members working less than 5 days per week shall earn proportional sick leave based on the number of days per week the unit member is employed.

14.2.4. Unit members working less than 12 months and less than 5 days per week shall earn proportional sick leave as determined by using a combination of these sections.

14.2.5. At the beginning of each school year, each unit member shall be credited with the number of days of paid sick leave that they would normally earn in the ensuing fiscal year. Any unused sick leave shall be accrued from year to year and shall be transferable from other school districts.

14.2.6. Sick leave must be taken in increments of 15 minutes.

14.2.7. If a unit member has not accumulated compensatory time, they may use sick leave for purposes of personal medical and/or dental appointments. Such leave shall be deducted in

increments of 15 minutes.

14.2.8. In order to receive compensation, sick leave absences shall be entered in the absence management system a minimum of two (2) hours before the beginning of the unit members shift unless conditions make notification impossible. In the event it is not possible to report the absence more than two (2) hours in advance, the unit member shall communicate with the direct supervisor to report the absence.

14.2.9. Unless otherwise notified, the District will assume the unit member will be returning to their regular position at their regular time on the work day following any absence due to sick leave.

14.2.10. A unit member absent for 4 consecutive working days or more may be required to present a doctor's statement to their supervisor confirming an illness and stating the date they are able to return to work with or without restrictions.

14.3 Sick Leave Buy-Out

Unused sick leave accrued from any California public school district may be used to enhance service credit for PERS retirement benefits, according to Education Code and PERS rules and regulations. Instead of applying unused sick leave to PERS credit, a unit member may select one of the following options:

14.3.1. The unit member who has completed 5 years of service in the District may receive a one-time cash pay-out of 50% of their unused sick leave accrued during service in the District up to $600. This pay-out will be made at the time of separation from the District.

14.3.1.1. This buy-out is not available to any unit member who is terminated or resigns in lieu of termination.

14.3.2. An unit member who is separating from the District to work in a different school district may choose to transfer his or her accrued sick leave to the new district as provided in the Education Code.

14.4 Extended Sick Leave

14.4.1. Unit members requesting extended sick leave shall notify Human Resources as early as possible so the appropriate paperwork can be sent for completion to determine eligibility.

14.4.2. After exhaustion of paid sick leave, a unit member who is ill or injured may, upon request, use accumulated vacation and compensatory time to avoid leave without pay.

14.4.3. Beginning with the first day of absence due to illness or injury and extending through a period of 5 calendar months, a unit member who continues on illness leave after using all their entitlement for industrial accident leave, regular sick leave, accumulated compensatory time, vacation, and other paid leave shall have deducted from the salary due for any month in which the absence occurs an amount equal to Step 1 of their job classification for any day a substitute is employed to fill their position during their absence.

14.4.4. Probationary unit members are not entitled to extended sick leave unless they have previously been permanent unit members and are serving in a new position.

14.4.5. After exhaustion of all paid leave, a unit member in permanent status may be placed on additional leave without pay upon request and with approval of the Board of Trustees. The additional leave may be extended for any period not to exceed 6 months and may be renewed for 2 additional 6- month periods.

14.4.6. If the unit member is still unable to assume the duties of their position at the conclusion of all sick leave and additional paid or unpaid leave granted under these rules, they shall be placed on a reemployment list for a period of 39 months.

14.5 Pregnancy Disability Leave

A unit member shall be entitled to Pregnancy Disability Leave in accordance with California law.

14.6 Parental Leave

A unit member who meets the legal qualifications under FMLA/CFRA shall be granted parental leave, upon application, for a period of up to 12 workweeks.

The leave shall be for reasons related to the birth of a child, or placement of a child in connection with the adoption or foster care of the child by the unit member. The unit member may use their sick leave, vacation leave, and compensatory time for this purpose. The amount deducted from the salary due to the unit member for any of the remaining portion of the 12-workweek period after all leave has been exhausted, shall not exceed an amount equal to Step 1 of their job classification for any day a substitute is employed to fill their position during their absence.

14.7 Personal Necessity Leave and Personal Business

14.7.1. Personal Necessity Leave, With Reason (Tell) – Up to 7 days per year of accumulated sick leave may be used by the unit member at their election. Personal Necessity shall not be available for activities which can normally be accomplished outside the workday or on non-workdays, nor for the extension of a holiday or vacation period. Personal Necessity may be used for the following reasons, and the specific reason must be disclosed:

14.7.1.1. Illness of an immediate family member

14.7.1.2. Death of a member of their immediate family when additional leave is required beyond that provided as bereavement leave.

14.7.1.3. Accident involving their person or property, or the person or property of a member of their immediate family.

14.7.1.4. Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction.

14.7.1.5. Urgent or emergency compelling personal circumstances out of the control of the unit member.

14.7.2. Personal Business With No Reason (No Tell)

14.7.2.1. No more than five (5) of the seven (7) personal necessity days per year may be used for personal business.

14.7.2.2. At least 5 working days prior to the absence, a unit member shall secure advance authorization from their supervisor through the absence management system for the use of these 5 personal business days. The unit member need not give a reason for the use of these 5 days.

14.7.2.3. Personal Business No Tell shall not be available for the extension of a holiday or vacation period.

14.7.3. Written verification may be required by the District for items identified in section 14.8.1.

14.7.4. "Immediate family" for the purposes of this section shall have the same meaning as in Section 14.9 Bereavement Leave.

14.7.5. Personal necessity in excess of the days granted in 14.8.1 must have the prior approval of the Superintendent or designee. A phone call to the Superintendent or designee will be sufficient for obtaining that approval in emergencies.

14.8 Bereavement Leave

14.8.1. Each unit member is entitled to five (5) days of paid bereavement leave for the death of any member of their immediate family or following a reproductive loss event defined as the day or, for multiple events, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. This language is intended to implement and align with California law on reproductive loss leave. (Government Code Section 12945.6)

14.8.2. Bereavement leave must be taken within nine months of the loss.

14.8.3. Members of the immediate family include mother, mother-in-law, father, father-in- law, stepfather, stepmother, spouse, son, daughter, stepchildren, foster children, son-in-law, daughter-in-law, brother, sister, grandmother of unit member or spouse, grandfather of unit member or spouse, grandchild of unit member or spouse, or any immediate family member

living in the immediate household of the unit member.

14.8.4. Members of the bargaining unit may request permission of the immediate supervisor to be absent, utilizing any available personal necessity leave, vacation hours or without pay because of the death of any relative not designated as immediate family or for a reproductive loss event.

14.8.5. The District may require supporting documents for a bereavement request, except in the case of a reproductive loss event. Circumstances in which documentation may be requested include, but are not limited to: frequency of use, or when the district obtains information that raises questions about the circumstances of the leave.

14.9 Catastrophic Sick Leave

"Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the unit member for an extended period, or that incapacitates a member of the unit member's family whose incapacity requires the unit member to take time off from work for an extended period to care for that family member and taking extended time off from work creates a financial hardship for the unit member because they has exhausted all of their sick leave.

14.9.1. Eligibility Requirements

Eligible leave credits may be donated to a unit member for a catastrophic illness if all the following requirements are met:

1. The unit member who is, or whose family is, suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic injury or illness as required by the District.

2. Participants may be required to submit a doctor's statement indicating the nature of the illness or injury and indicating the probable length of absence from work.

3. The District determines that the unit member is unable to work due to their or family member's catastrophic illness or injury.

4. The unit member has exhausted all their paid sick leave credits.

14.9.2. No unit member may donate sick leave credits unless they has

a minimum of 15 days of accumulated sick leave and may donate only days in excess thereof.

14.9.3. All transfer of sick leave credit to the program is irrevocable.

14.9.4. A unit member who receives paid sick leave pursuant to this section shall use any leave credits that they continues to accrue on a monthly basis before receiving paid leave pursuant to this section.

14.9.5. The maximum amount of donated leave credit that may be used by an individual under this section shall be 90 days in any school year.

14.9.6. Catastrophic leave credits shall not be used for illness or disability that qualify the participant for workers' compensation benefits.

14.9.7. Credits shall not be considered available leave for purposes of qualifying for Public Unit members' Retirement System disability.

14.9.8. Participants who have exhausted regular sick leave, but still have extended sick leave available to them, shall be eligible for the Catastrophic Leave Program. The District shall pay the participant full pay, and Catastrophic Leave credits shall be charged at one-half day of sick leave for each day of absence.

14.9.9. The District office shall maintain the Catastrophic Leave Bank on file.

14.9.10. Credits donated and distributed shall be filed on District forms and shall be authorized by the Superintendent and Federation President before transfers are made into and out of the credit bank.

14.9.11. The District shall issue a "Call for Donations" whenever a unit member requests use of the Catastrophic Sick Leave Program and fewer days exist in the credit bank than are requested.

14.9.12. All voluntary donations of sick days shall be made available to the requesting unit member, up to the maximum specified above.

14.9.13. Any excess sick days donated beyond those used by the requesting unit member shall be held in the Catastrophic

Leave Bank for future requests.

14.9.14. Days shall be contributed to and granted from the Catastrophic Leave Bank without regard to the daily pay rate of the participant.

14.10 Jury Duty

14.10.1. Leave of absence for jury service shall be granted to any unit member who has been officially summoned to jury duty in local, state or federal court. Leave shall be granted for the period of jury service. The unit member shall receive full pay while on leave provided that the jury service fee, less meals, mileage, and lodging, is given to the District, as well as the subpoena or court certification

14.10.2. When a unit member receives a jury summons, the unit member shall enter the day in the Absence Management System selecting Jury Duty as the reason. The unit member shall submit to their supervisor a copy of the summons.

14.10.3. If a unit member is required to report to Jury Duty, they must obtain a proof of appearance from the court clerk for each day they are required to report for service. This information should be attached to the unit member's Absence Report Form for the month of jury service.

14.11 Industrial Accident/Illness Leave

14.11.1. A unit member who is absent from duty because of an industrial accident or industrial illness under the provisions of the Workers' Compensation Insurance Act shall be granted paid industrial accident leave for each such accident or illness while receiving temporary disability benefits from the District's workers' compensation insurance carrier, provided that in the opinion of the District the illness or injury constitutes an industrial accident, or, if contested by the District, it is ultimately determined to be work-connected.

14.11.2. Paid industrial accident or illness leave shall commence on the first day of such illness or accident.

14.11.3. Paid industrial accident leave shall be for not more than 60 working days in any 1 school year for the same accident or illness. When an industrial accident or illness occurs at a time

when the full 60 days will overlap into the next school 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 for the same illness or injury. Industrial accident/illness leave shall not accumulate from year to year.

14.11.4. Paid industrial accident leave shall be reduced by 1 day for each day of authorized absence regardless of compensation. Paid industrial accident leave shall not be deducted from sick leave.

14.11.5. If the unit member is still unable to return to duty after exhausting paid industrial accident leave, they shall be placed on paid illness leave if they is eligible therefore. Accumulated illness leave will be reduced only by the amount necessary to provide a full day's compensation, when added to the unit member's workers' compensation temporary disability allowance.

14.11.6. After all paid illness leave has been exhausted following a paid industrial accident leave, a unit member shall use earned compensatory time or other earned leave to the extent necessary to make up their salary when receiving a temporary disability allowance from the District's workers' compensation insurance carrier.

14.11.7. While a unit member is on any paid leave resulting from an industrial accident or illness, the salary paid shall not, when added to their workers' compensation temporary disability allowance, exceed the unit member's regular salary.

14.11.7.1. The salary of a unit member who is a permanent unit member is computed on the basis of the number of hours and days in their basic daily assignment.

14.11.7.2. A unit member who is not permanent shall have their regular salary computed on the basis of the average number of hours worked each month in which the unit member was in paid status.

14.11.7.3. During all paid leaves resulting from an industrial accident or illness, the unit member shall retain all wage-loss benefit checks

received from the District's workers' compensation carrier.

14.11.7.4. The District shall issue appropriate pay warrants to the unit member and shall deduct normal retirement and other authorized allowances and wage loss benefit amounts.

14.11.7.5. Should a unit member be unable to return to their previous classification, the District shall consider the unit member for placement in other positions for which they may be qualified. Should an unit member be placed in a position under such circumstances, they shall serve a 6 month probationary period.

14.11.7.6. When all paid or unpaid leaves of absence have been exhausted following an industrial accident or industrial illness, the unit member's name shall be placed on the reemployment list for the class from which they was on leave for 39 months.

14.11.7.7. A unit member who fails to accept an appropriate assignment after being medically certified for return to duty shall be removed from the reemployment list.

14.11.7.8. "Appropriate assignment" is defined as an assignment to the unit member's former class, status, and work hours.

14.11.7.9. A unit member removed from a reemployment list before the expiration of the 39-month period may appeal the removal to the Board of Trustees

14.12 Unpaid Leaves

14.12.1. Military Leave

Military Leaves shall be granted pursuant to state and federal law.

14.12.2. Childcare Leave

14.12.2.1. Childcare leave shall be granted any unit

member, upon request, for a period of up to 1 school year. Such leave shall be without pay or credit toward service and shall not be considered as personal illness.

14.12.2.2. A unit member on childcare leave of a definite duration of more than 30 days may return to duty prior to the expiration of the leave, provided that the position is still in existence and the District has not contracted with another unit member to fill the position. If the leave request is for 30 days or less, the unit member shall be returned to the same position.

14.12.2.3. This leave provision may be used for adoption or placement of a foster child.

14.13 Legislative Leave

A unit member employed by the District as a permanent unit member who is elected/appointed to a full-time state or federal legislative position shall be granted an unpaid leave of absence.

14.14 Family and Medical Leave

An eligible unit member may be entitled to up to 12 workweeks of unpaid leave within a 12 month period to care for their own serious health condition, care for a child, parent, spouse, or a designated person who has a serious health condition, or for the birth, adoption, or foster care placement of a child pursuant to the federal Family and Medical Leave Act ("FMLA") and/or the California Family Rights Act ("CFRA"). A designated person can be any person related by blood or whose association with the unit member is the equivalent of a family relationship. An eligible unit member may designate one "designated" person per 12-month period. Such leave will run concurrently with other paid and unpaid leave pursuant to this Article.

14.14.1. To be eligible for up to 12 weeks of unpaid Family and Medical Leave per year, the unit member must have worked for the District for at least 12 months and meet the FMLA/CFRA legal requirements.

14.14.2. Unit members shall use any available paid leave concurrent with Family and Medical Leave.

14.14.3. During Family and Medical Leave, those unit members receiving District-paid benefits will continue to receive those benefits.

14.15 Other Leaves

A unit member may be granted paid or unpaid leave at any time by the Board of Trustees for purposes such as professional growth, further education, travel, family needs, etc.

ARTICLE 15: EVALUATION

15.1 Philosophy and Purposes of Classified Staff Evaluation

15.1.1. The personnel evaluation procedures of the Aromas-San Juan Unified School District are intended to identify, reinforce, maintain and improve (as needed) skills, attitudes, and abilities that result in the achievement of the program goals and objectives of the District. The evaluation plan shall provide a procedure for:

15.1.1.1. Identifying and commending effective performance.

15.1.1.2. Counseling and assisting unit members to improve performance.

15.1.1.3. Documenting appropriately the basis for commendation, demotion, suspension, or dismissal.

15.1.2. The evaluation is a valuable communication link between evaluator and unit member. It offers an opportunity for an open and frank exchange of ideas and opinions if used correctly. It should contribute directly to unit member growth and development.

15.2 Frequency of Evaluations

15.2.1. Permanent unit members shall be evaluated at least every two (2) years pending a Meets Standards or Exceeds Standards overall evaluation in their previous evaluation cycle. Additional evaluations may be requested by the unit member. The District evaluator may schedule one (1) additional evaluation with the unit member during the post evaluation conference and provide the reason for a second evaluation. In the event a permanent unit member receives an overall rating of Needs Improvement or Unsatisfactory, the unit member shall be provided with a remediation and support plan with clear, measurable improvement outcomes, appropriate support, a reasonable timeframe in which to show improvement, and feedback during the plan's timeframe. The District shall notify the Federation President or their designee, of the intent to implement a remediation and support plan prior to the unit member beginning the plan. No details of the member's identity, job classification, or plan is required to be shared.

15.2.2. Probationary unit members shall be evaluated on or before the 120th calendar day following employment (4 months). Additional evaluations may be made at the discretion of the of the program or site administrator. If additional evaluations are made, the evaluator shall follow the procedure of using official evaluation forms and having a conference with the person evaluated.

15.2.2.1. Probationary unit members may request a second evaluation to be completed no later than 30 days before the end of their probationary period.

15.3 Criteria for Evaluation and Assessment

The Superintendent shall provide for the evaluation and assessment of unit member competency as it reasonably relates to each of the following:

15.3.1. Performance of the tasks identified in the unit member's job description.

15.3.2. Adherence to District expectations, District policies, the Education Code, and other relevant rules, laws and procedures.

15.3.3. Maintenance of professional and effective attitude toward job performance, working with other staff and interaction with the public or students and parents.

15.3.4. Maintenance of appropriate working environment.

15.4 Procedures for Evaluation and Assessment

The evaluation and assessment of a unit member's job performance shall be based upon actual observation of the unit member's work and will not include "hearsay" or "gossip."

15.4.1. The current approved evaluation tool is included in Appendix D.

15.4.2. No later than the 8th week the school year or after a job change that triggers a new probationary period, the evaluator shall meet with each unit member on the evaluation cycle for collaborative discussion to review and define the unit member's goals and objectives, and to discuss assessment methods that will be used in the evaluation process. In no case may the evaluator set a goal or give a directive that is inconsistent with the terms of the CBA. This timeline may be

extended by mutual agreement.

15.4.3. The Superintendent or designee shall appoint the evaluator(s) for each unit member. Under normal circumstances, the program or site administrator (or his or her designee) shall have overall responsibility for the evaluation. If someone other than the program administrator is the evaluator, the Superintendent or designee shall promptly notify the unit member and allow time for a pre-conference check-in with the new evaluator.

15.4.4. Evaluations conducted pursuant to this procedure shall be reduced to writing and a copy thereof transmitted during a conference with the supervisor to the unit member not later than 30 days before the last day of the unit member's work year in which the evaluation takes place.

15.4.5. The unit member shall have the right to initiate a written reaction or response to the evaluation within 10 working days of receiving the evaluation. Such response shall become a permanent attachment to the evaluation and shall be retained in the unit member's personnel file. In addition to the program or site administrator's evaluation, and at their option, the unit member shall have the right to submit a self-evaluation on the District-adopted Classified Unit member Evaluation form.

15.4.6. The evaluator shall discuss with the unit member their job performance, including strengths, progress, weaknesses and/or problems, with specific recommendations for means of improvement and suggestions of available sources of assistance.

15.4.6.1. Evaluations that contain notice of Unsatisfactory or Needs Improvement shall also include the evaluator's specific recommendation for methods/means of improvement and support available. During the post-evaluation conference, such recommendation will be discussed and a timetable for a subsequent evaluation, if appropriate, will be decided and agreed upon.

15.4.7. An unit member may appeal a negative evaluation from the previous school year, in writing, to the Superintendent by the 2nd Friday in September. Both the unit member and the supervisor will meet with the Superintendent by the 4th Friday in September. The Superintendent shall render a decision by the 1st Friday in October.

15.4.7.1. Probationary unit members may appeal a negative evaluation, in writing, to the Superintendent within 10 working days of the post-evaluation conference. Both the unit member and the supervisor will meet with the Superintendent within 10 working days of receipt of the written appeal. The Superintendent shall render a decision within 10 working days of this meeting.

15.4.7.2. Permanent unit members given additional evaluations as per 15.2.1 (Frequency of Evaluations) would have the same appeal rights as outlined in 15.4.7.

15.5 The evaluation process shall be conducted in accordance with the California Education Code and the negotiated agreement.

15.5.1. If the evaluator fails to follow the guidelines in the California Education Code and the negotiated agreement for the annual evaluation of a unit member, at the unit member's request, that evaluation will not be placed in the unit member's permanent file.

15.6 The unit member shall acknowledge receipt of the evaluation form by signing the original. The signature of the unit member does not constitute agreement with the contents of the evaluation.

15.7 Observed behavior of an unit member considered to be unsatisfactory should be brought to the attention of, and discussed with, the unit member within a reasonable time.

ARTICLE 16: CORRECTIVE ACTION

16.1 The purpose of this article is to provide a remedial sequence of steps for corrective action, where appropriate, and to provide the due process to unit members. Corrective action is not to be used in place of the evaluation process.

16.1.1. A fair, objective, and thorough investigation shall be conducted prior to determining an outcome.

16.2 Right to Representation and Grievance

16.2.1. At all levels of this process, the unit member shall have the right to representation by the Federation at the request of the member.

16.2.2. Corrective action at Levels 1 and 2 shall not be grievable because they are not placed in the unit member's personnel file. Procedural issues at Levels 3 are subject to the grievance process. Levels 4 and 5 will be addressed in the disciplinary hearing process described in Section 16.7.

16.3 Timely Action

16.3.1. If corrective action is necessary, the procedures in this article shall be initiated in a timely manner so that the unit member has an opportunity to correct and improve his or her conduct as soon as possible.

16.3.1.1. Disciplinary action shall not be taken for any cause that arose before the unit member's becoming permanent, nor for any cause that arose more than two (2) years preceding the date of the filing of the notice of cause unless the cause was concealed or not disclosed by the unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the employing school district.

16.3.2. All timelines in this Article may be waived by mutual agreement. A workday for the purposes of this Article shall be a day in which the central administrative office of the District is open for business.

16.4 Cause

No unit member shall be disciplined except for cause as permitted pursuant to this Article or by law. Causes for disciplinary action include:

1. Unsatisfactory performance;

2. Dishonesty involving official District business or theft involving District property, other unit members' or students' property on District premises;

3. Possession of illegal substances or alcohol at work;

4. Being under the influence of alcoholic beverages or unprescribed drugs while on the job or when reporting for work;

5. Consumption of alcoholic beverages on the job;

6. Illegal use of narcotics;

7. Conviction of a sex offense as defined in Education Code Section 44010, conviction of a narcotics offense in Section 44011, or conviction as a sexual psychopath in Article I, Chapter I Part 1.5, Division 6 of the Health and Welfare Code;

8. Work performance impaired by use of medications;

9. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the job description;

10. Willful damage to district property;

11. Insubordination;

12. Habitual tardiness;

13. Willful or persistent violation of Education Code or rules and regulations of the District Board of Trustees, or the State Board of Education and other applicable laws;

14. Falsification of relevant information on employment application forms and other District records;

15. Unauthorized absences;

16. Unlawful discrimination or harassment against any co-worker, member of the public, or student on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, gender, gender identity, gender expression, sex, sexual orientation, or age while acting in the capacity of a district unit member;

16.5 Progressive Discipline

a) Discipline imposed shall be proportionate to the offense as established after the conduct of an appropriate investigation and taking into account, where appropriate, the concept of progressive discipline.

b) The progressive discipline steps outlined in Section 16.6 of this Article may be waived when the incident giving rise to the discipline constitutes:

i. A substantial and imminent threat to the health or safety of students, staff; or

ii. The result of gross negligence; or

iii. Other gross misconduct which causes substantial harm to the District, its students or staff.

16.6 Levels of Action

a) A record of disciplinary action taken at Levels 3, 4, or 5 shall first be presented to the unit member for review, prior to being placed in the unit member's personnel file. The unit member has a right to respond in writing, and the response will be attached to the record of action.

b) Because a hearing to dispute the underlying facts is not provided to the unit member with respect to corrective action at Levels 1, 2, and 3, in the event the District seeks to rely upon a Level 1, 2, or 3 action in support of a subsequent disciplinary action at Levels 4 or 5, the District will bear the burden of proving the underlying facts upon which the earlier corrective action was based.

Level 1- Oral Warning

An oral warning consists of a discussion with the unit member about a problem and its solution. The unit member is to be informed in clear and concise language of the error, specific ways to improve, and what is expected of the unit member in the future.

Level 2- Written Warning

A written warning consists of notification in writing to the unit member outlining the problem

and its solution, as well as the date the verbal warning was issued. The unit member is to be informed in clear and concise language of the error, specific ways to improve, and what is expected of the unit member in the future. The unit member shall be clearly informed they are receiving a written warning.

Level 3- Written Reprimand

A written reprimand shall contain a clear and concise statement of the specific acts or omissions that constitute the reasons for corrective action, the specific actions the unit member must take to show improvement and a full explanation of the possible consequences if improvement does not occur within a reasonable period of time.

Level 4- Suspension

A suspension is a temporary removal from duty without pay for a specific period of time from one (1) to fifteen (15) workdays.

Level 5- Dismissal

Dismissal is termination from the District for cause.

16.7 A permanent unit member who timely requests a hearing on the charges shall not be suspended without pay, suspended with a reduction in pay, demoted with a reduction in pay, or dismissed before a decision is rendered after the hearing, unless the Board of Trustees, or third party hearing office selected to preside over the hearing finds that the District showed, by a preponderance of evidence at the conclusion of the Skelly hearing, that the unit member engaged in criminal misconduct; misconduct that presents a risk of harm to pupils, staff or property; or committed habitual violations of the district's policies and regulations.

If a hearing on the charges will be conducted by an impartial third-party hearing officer or the Board of Trustees, the school district may stop paying a permanent unit member before a decision is rendered after 30 calendar days from the date the hearing is requested.

16.8 Procedure for Levels 4 and 5

16.8.1. Draft Charges: A unit member shall be given written notice of the proposed suspension, or termination. The notice shall contain a statement of the specific acts or omissions upon which the corrective action is based and the implementation date of the proposed action. It shall also include a statement of the unit member's right to a Skelly

review and a hearing. At all times, the burden of proof is on the District.

16.8.2. A Skelly review will be offered for all discipline at Levels 4 and 5. The unit member may choose not to participate in a Skelly review. If the unit member does not request a Skelly review, the District will serve a final version of the charges, along with a request for hearing.

16.8.3. The unit member shall be suspended or dismissed as proposed unless they request a hearing. If the unit member requests a hearing, the demotion, suspension or termination shall be postponed until a final decision is rendered pursuant to this article.

16.8.4. The written notice shall be presented to the unit member by personal delivery or certified U.S. Mail, return receipt requested, to the unit member's last known address.

16.8.5. The unit member shall have at least five (5) workdays from the date of receipt of the notice in which to make a written request for a hearing.

16.8.6. If the unit member requests a hearing, and the Federation agrees with the request, the hearing will be conducted before an arbitrator selected from a list of five (5) names provided by the California Mediation and Conciliation Service. Each party shall alternately strike names form the list of arbitrators until one name appears. The parties will draw lots to determine who strikes first. In the alternative, the parties may mutually select a hearing officer.

16.8.6.1. The parties will make every effort to schedule the hearing to commence within thirty (30) calendar days after the request for hearing. Extensions may be granted by mutual agreement or at the discretion of the arbitrator or hearing officer.

16.8.6.2. The arbitrator shall conduct a hearing at which both parties may present evidence and witnesses. Technical rules of evidence shall not apply. Unless requested by the arbitrator or hearing officer, briefs shall not be submitted.

16.8.6.3. After completing the hearing, the arbitrator or hearing officer shall submit a written report to the parties containing findings of fact based on the evidence presented, conclusions of law (if appropriate) and a

recommendation as to the appropriate level of discipline. The report shall be submitted within twenty (20) calendar days of the close of the hearing.

16.8.6.4. The Governing Board may accept, reject, or modify the recommendation. If the Governing Board rejects or modifies the recommendation, it shall specify in writing the rationale and evidence supporting the decision. The Board's decision shall not be arbitrary or capricious.

16.8.6.5. The cost of the arbitrator or hearing officer, court reporter, and their related costs shall be borne equally by the District and the Federation. However, if the Governing Board rejects or modifies the recommendation the costs shall be borne exclusively by the District.

ARTICLE 17: PERSONNEL FILES

17.1 Official File

17.1.1. Each unit member shall have an official District personnel file, which shall be maintained at the District administrative office. All evaluations and other materials, except pre-employment papers (such as letters of recommendation and references) relating to the unit member considered as official records of the District shall be available during regular school business hours to the unit member upon their request. In addition to documents in the Personnel File, it is understood that managers/administrators may maintain emails or other internal documentation showing compliance with Article 16, Corrective Action.

17.1.2. The unit member shall have the right to reproduce any of the contents of the files, except confidential pre-employment papers.

17.1.3. Access to personnel files shall be limited to authorized persons.

17.1.4. Personnel files may not include information obtained prior to employment, exclusive of documents obtained during the employment process.

17.1.5. Official grievances filed by an unit member under the grievance procedures as outlined in this contract shall not be placed in the personnel file of that unit member. A separate file shall be maintained for grievances.

17.2 Derogatory Information

17.2.1. No materials derogatory to a unit member's conduct, service, character or personality shall be placed in the files unless the unit member has had an opportunity to read the material. Such material shall be signed and dated by the person submitting the material and there shall be electronic or hard copy documentation to confirm the unit member's receipt of the materials prior to submission to the personnel file.

17.2.2. The unit member shall have the right to attach a written response to any derogatory material filed in their personnel file. Information of a derogatory nature shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon.

17.2.3. Final documentation shall be signed, dated, and submitted to the unit member in a timely manner but no later than 30 work days following the conclusion of an investigation or disciplinary process.

17.3 Updating Personnel Files

17.3.1. A unit member may request the update of their file with materials relevant to their position such as course work and driving certificates, and District or County Office awards and recognitions.

ARTICLE 18: SAFETY CONDITIONS

18.1 General Conditions

The District shall conform to and comply with all applicable health, safety, fire, and sanitation requirements imposed by state, federal, city or county laws or regulations adopted under state, federal, city or county law or applicable Occupational Health and Safety (OSHA) regulations.

18.1.1. The District will also conform to state and federal law and guidelines governing the use of video display terminals.

18.1.2. All unit members are expected to cooperate to the best of their ability in the prevention of accidents to themselves, fellow unit members and students.

18.1.3. The District shall make reasonable efforts to keep all school sites safe and healthy.

18.1.4. Unit members shall report potential safety hazards to their supervisor.

18.1.5. Unit members shall be issued a key to the door to their primary workspace.

18.2 Safety Committee

A labor-management Safety Committee shall be formed to anticipate and respond to unit member concerns for health and safety. The committee shall consist of one management representative~~s~~, one confidential unit member~~s~~, and one representatives from each bargaining unit. The committee shall meet at least annually.

18.3 Safety Equipment

18.3.1. Should the duties of a unit member reasonably require use of any equipment to ensure the safety of the unit member, the District agrees to furnish such equipment.

18.3.2. In the event of a declared community health threat, such as a pandemic or environmental hazard such as smoke, the District shall provide protective equipment, such as mask and hand sanitizer, as required by local, state or federal health officials.

18.4 Blood-borne Pathogens

Provisions and procedures of the District policy on blood-borne pathogens shall be followed by the parties. A copy of the most recent policy can be found as Appendix E.

18.4.1. Should this policy be updated by the Board of Trustees, to reflect changes in state and/or federal law, the District will notify the Federation and unit members and provide appropriate training. The updated policy will determine the correct procedures.

ARTICLE 19: PROFESSIONAL GROWTH/STAFF DEVELOPMENT

19.1 Professional Growth Program

The purpose of the Professional Growth Program is to encourage unit members to seek education to improve skills needed for their jobs and to learn new skills to allow them to advance within the District.

19.1.1. This program does not replace District-provided training during the unit member's workday. Instead, it expands the educational opportunities available to unit members outside their regular workday.

19.2 The Professional Growth Program will pay tuition and books for unit members taking job-related, pre-approved college courses, adult education courses, or training seminars or workshops, up to a maximum of $1,500 per unit member per year.

19.3 The District will budget $7,500 per year for the Classified Professional Growth Fund. However, the Fund's balance shall not exceed $15,000 at any time.

19.4 Procedures

19.4.1. Human Resources shall send a memorandum to unit members by September 1 of each year, reminding them of the Professional Growth Program, criteria, and deadlines.

19.4.2. Unit members wishing to participate in the Professional Growth Program shall submit the application to their direct supervisor at least 30 days prior to the start of the course(s). Upon approval by the supervisor, the application will be forwarded to Human Resources and Federation Leadership for final approval. The application can be found in the Appendix of this agreement and on the District website.

19.4.2.1. If the request is denied, the unit member may appeal to a committee made up of a Federation designee and a District designee other than the member's direct supervisor.

19.4.3. Applications must meet the following objectives and requirements of the program:

1) The course work must be job-related to improve skills needed for the unit member's job, or to learn new skills to allow him/her to advance

within the District.

2) The course work must be college or adult education units or training workshops or seminars.
3) Classes must be scheduled outside the unit member's regular workday.
4) Excluded: Courses required to maintain a license necessary for the unit member's present job or training to meet the basic requirements of the unit member's current job.

19.4.4. All course work must be pre-approved prior to the start of the course.

19.4.5. Upon completion of the course(s), the unit member shall submit official transcripts or documentation to Human Resources. The unit member must receive a grade of "C" or better or "pass" in a pass/fail class to qualify for funding.

19.5 Payments

19.5.1. Normally, payments will be made upon successful course completion. However, upon request, advance payment for tuition and books may be arranged with the understanding that the payment must be refunded to the District if the course is not completed successfully.

19.6 Staff Development

19.6.1. The District and Federation shall send out a yearly survey to unit members to gather input on needed professional development for the following year.

19.6.2. The District and Federation shall meet to discuss the survey results and confer on the professional development plan for the year.

19.7 Yearly Check-in

19.7.1. No later than the 8th week of each school year, or after a job change that triggers a new probationary period, the immediate supervisor shall have one meeting with each unit member who is not in an evaluation for an informal collaborative discussion on the unit member's goals and needed support for the year. This shall not be considered part of a formal evaluation.

ARTICLE 20: NON-DISCRIMINATION

20.1 The District and the Federation will not discriminate against any unit member on the basis of race, color, creed, age, ethnic background, disability, marital status, political affiliation, nationality, sexual orientation, gender, gender identity, gender expression, or membership in any unit member organization. Provisions of the Americans with Disabilities Act shall also apply to members or prospective members of the unit.

Job application forms and oral interview procedures will omit any reference to the applicant's membership in an unit member organization.

ARTICLE 21: CONTRACTING OUT

21.1 The District shall only contract out services that are customarily performed by unit members if services are unavailable or unable to be performed satisfactorily by current District unit members. Examples include, but are not limited to, demonstrated lack of applicants, lack of substitutes, or a need for consistent long-term substitute for a leave.

21.2 The District agrees that no unit member shall be laid off, suffer a diminution of salary, benefits or working conditions, or otherwise suffer a worsening of position with respect to employment due to the exercise by the District of its prerogative to contract for services with an outside vendor. In the unusual event that the District is considering an outside vendor under these circumstances, notice and an opportunity to bargain will be provided to the Federation.

21.3 Prior to contracting out services that are customarily performed by unit members, the District shall meet with the Federation President or designee to discuss the decision. Typically, the District will give notice at least 30 days prior to beginning the contract with the vendor, unless there is a time-sensitive need to obtain the services. If the need is urgent, the District shall notify the Federation of the circumstances.

ARTICLE 22: MISCELLANEOUS PROVISIONS

22.1 Severability

If any provision of this Agreement or the application of such provision to any unit member or circumstances shall be held invalid, the remainder of this contract or the application of such provision to bargaining unit members or circumstances other than those as to which it is held invalid shall not be affected thereby**.**

22.2 Concerted Actions/Lockouts

It is agreed that during the term of this Agreement unit members and/or the Federation shall not engage in a strike, work stoppage or concerted slowdown and that the District shall not engage in a lockout.

22.3 Completion of Negotiations

During the term of this Agreement, except as provided herein, the Federation expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter, whether referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District or the Federation at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn. This provision is not intended to allow the District to engage in unilateral changes of mandatory subjects of bargaining on issues that have not been negotiated by the parties.

22.4 Reopening of Negotiations

For the 2027-2028 and 2028-2029 school years, Article 9 and the District's contribution to Health and Welfare benefits shall be closed. Each Party may open two articles of each party's choosing for 2027-2028 and 2028-2029, other than those that are closed. Either party may open stipends in Article 9 as one of their openers.

Re-openers shall be submitted jointly by the District and the Federation no later than the regularly scheduled meeting in May unless an extension is agreed upon by both the Federation and the District.

APPENDIX A: POSITIONS

The classified bargaining unit includes the following positions and all positions listed on the classified employee salary schedule:

After School Program Coordinator
After-School Program-Scholar Leader
Assessment Technician
Behavior Support Specialist
Bus Driver/Custodian
Cafeteria Assistant
Campus Supervisor

Curriculum & Career Program Administrative Assistant
Custodian
Data Entry Clerk

Food Services Cook
Food Service Provider
Groundskeeper
Lead Custodian/Maintenance
Lead Groundskeeper
Lead Mechanic
Library/Media Clerk
Mechanic

Migrant Community Liaison
Paraprofessional (1:1, Preschool, General Education, Special Education)
Paraprofessional: Health Aide
Parent Education Specialist
Parent/Student Liaison
Preschool Master Teacher
Preschool Site Supervisor
Purchasing/Accounts Payable Technician
School Office Clerk
School Secretary/Attendance Clerk
Substitute Calling Clerk
Support Services Clerk
Transportation Assistant/ Driver Trainer
Technology Assistant I (Formerly Intern)
Technology Assistant II
Yard Duty/Crossing Guard

And any other hourly or salaried classified position.

The classified bargaining unit shall exclude all other employees, including certificated, management, supervisory and confidential employees.

APPENDIX B – ASJFCE

AROMAS-SAN JUAN UNIFIED SCHOOL DISTRICT

CLASSIFIED SALARY SCHEDULE 2026-27

Increase: 3.5% | Effective 7/1/2026 | Increments Between Steps: 4.75% | Board Approved 6/17/2026

Position Title	Months	I	II	III	IV	V	VI	VII	VIII
CLERICAL/OTHER									
After-School Program Coordinator	10	$22.30	$23.36	$24.47	$25.64	$26.86	$28.13	$29.47	$30.86
After-School Program-Scholar Leader	10	$19.71	$20.53	$21.50	$22.25	$23.15	$24.16	$25.30	$26.44
Assessment Technician	10/11	$25.38	$26.60	$27.85	$29.18	$30.57	$32.02	$33.54	$35.14
Behavior Support Specialist	10	$30.92	$32.39	$33.92	$35.53	$37.22	$38.99	$40.83	$42.77
Campus Supervisor	10	$20.74	$21.72	$22.76	$23.85	$24.97	$26.16	$27.40	$28.70
Curriculum/Career Prog. Admin Asst	12	$24.14	$25.27	$26.46	$27.73	$29.05	$30.43	$31.87	$33.38
Data Entry Clerk	12	$21.75	$22.78	$23.87	$25.00	$26.19	$27.43	$28.72	$30.09
Para-Professional (1:1, SDC, TK)	10	$21.17	$22.16	$23.22	$24.32	$25.48	$26.68	$27.96	$29.28
Paraprofessional: Health Aide	10	$21.98	$23.03	$24.13	$25.26	$26.45	$27.72	$29.04	$30.42
Library/Media Clerk	10	$21.71	$22.75	$23.83	$24.96	$26.15	$27.39	$28.69	$30.06
Migrant Education Community Liaison	12	$21.75	$22.78	$23.87	$25.00	$26.19	$27.43	$28.72	$30.09
Parent Ed Specialist	11	$22.30	$23.36	$24.47	$25.64	$26.86	$28.13	$29.47	$30.86
Parent/Student Liaison	10	$20.42	$21.41	$22.36	$23.38	$24.48	$25.61	$26.80	$27.95
Preschool Assistant Teacher	10	$23.29	$24.39	$25.55	$26.77	$28.04	$29.36	$30.76	$32.29
Preschool Master Teacher	10	$25.38	$26.60	$27.85	$29.18	$30.57	$32.02	$33.54	$35.14
Preschool Site Supervisor	10	$29.77	$31.17	$32.65	$34.21	$35.83	$37.54	$39.32	$41.18
Purch/Accts/Payroll Tech	12	$25.38	$26.60	$27.85	$29.18	$30.57	$32.02	$33.54	$35.14
School Office Clerk	11	$21.75	$22.78	$23.87	$25.00	$26.19	$27.43	$28.72	$30.09
School Secretary/Attendance Clerk	11	$24.14	$25.27	$26.46	$27.73	$29.05	$30.43	$31.87	$33.38
Sub Calling Clerk	10	$19.34	$20.28	$21.24	$22.24	$23.30	$24.41	$25.56	$26.78
Support Services Clerk	12	$19.34	$20.28	$21.24	$22.24	$23.30	$24.41	$25.56	$26.78
Tech Assistant I (formerly Intern)	10	$24.14	$25.27	$26.46	$27.73	$29.05	$30.43	$31.87	$33.38
Tech Assistant II	12	$25.38	$26.60	$27.85	$29.18	$30.57	$32.02	$33.54	$35.14
Yard Duty/Crossing Guard	10	$18.26	$19.12	$20.02	$20.98	$21.97	$23.02	$24.12	$25.25
OPERATIONS/TRANSPORTATION									
Bus Driver/Custodian	10	$25.95	$27.17	$28.46	$29.82	$31.25	$32.73	$34.28	$35.90
Custodian	12	$23.24	$24.35	$25.50	$26.70	$27.98	$29.30	$30.69	$32.15
Lead Custodian/Maintenance	12	$26.45	$27.72	$29.04	$30.42	$31.86	$33.37	$34.95	$36.62
Groundskeeper	12	$24.12	$25.25	$26.44	$27.71	$29.03	$30.41	$31.85	$33.36
Lead Groundskeeper	12	$26.45	$27.72	$29.04	$30.42	$31.86	$33.37	$34.95	$36.62
Mechanic	10/12	$25.95	$27.17	$28.46	$29.82	$31.25	$32.73	$34.28	$35.90
Lead Mechanic	12	$27.55	$28.86	$30.22	$31.65	$33.15	$34.73	$36.38	$38.10
Transport Assist/Driver Trainer	12	$28.33	$29.66	$31.07	$32.55	$34.09	$35.73	$37.42	$39.20
FOOD SERVICES									
Cafeteria Assist	10	$19.28	$20.20	$21.18	$22.17	$23.23	$24.33	$25.49	$26.69
Food Service Provider	10	$21.72	$22.76	$23.85	$24.97	$26.16	$27.40	$28.70	$30.07
Food Services Cook	10	$23.24	$24.35	$25.50	$26.70	$27.98	$29.30	$30.69	$32.15

Longevity for continuous service:
6–10 yrs = 2%
11–15 yrs = 3% (5% total)
16–20 yrs = 4% (9% total)
21–25 yrs = 5% (14% total)
26+ yrs = 6% (20% total)

APPENDIX B – ASJFCE

AROMAS-SAN JUAN UNIFIED SCHOOL DISTRICT

CLASSIFIED SALARY SCHEDULE 2027-28

Increase: 3.0% | Effective 7/1/2027 | Increments Between Steps: 4.75% | Board Approved 6/17/2026

Position Title	Mo.	I	II	III	IV	V	VI	VII	VIII
CLERICAL/OTHER									
After-School Program Coordinator	10	$22.97	$24.06	$25.20	$26.41	$27.66	$28.98	$30.35	$31.79
After-School Program-Scholar Leader	10	$20.30	$21.15	$22.15	$22.92	$23.84	$24.88	$26.06	$27.23
Assessment Technician	10/11	$26.14	$27.40	$28.69	$30.05	$31.49	$32.98	$34.55	$36.19
Behavior Support Specialist	10	$31.85	$33.36	$34.94	$36.60	$38.34	$40.16	$42.05	$44.05
Campus Supervisor	10	$21.36	$22.37	$23.44	$24.57	$25.72	$26.94	$28.22	$29.56
Curriculum/Career Prog. Admin Asst	12	$24.86	$26.03	$27.25	$28.56	$29.92	$31.34	$32.83	$34.38
Data Entry Clerk	12	$22.40	$23.46	$24.59	$25.75	$26.98	$28.25	$29.58	$30.99
Para-Professional (1:1, SDC)	10	$21.81	$22.82	$23.92	$25.05	$26.24	$27.48	$28.80	$30.16
Paraprofessional: Health Aide	10	$22.64	$23.72	$24.85	$26.02	$27.24	$28.55	$29.91	$31.33
Library/Media Clerk	10	$22.36	$23.43	$24.54	$25.71	$26.93	$28.21	$29.55	$30.96
Migrant Education Community Liaison	12	$22.40	$23.46	$24.59	$25.75	$26.98	$28.25	$29.58	$30.99
Parent Ed Specialist	11	$22.97	$24.06	$25.20	$26.41	$27.67	$28.97	$30.35	$31.79
Parent/Student Liaison	10	$21.03	$22.05	$23.03	$24.08	$25.21	$26.38	$27.60	$28.79
Preschool Assistant Teacher	10	$23.99	$25.12	$26.32	$27.57	$28.88	$30.24	$31.68	$33.26
Preschool Master Teacher	10	$26.14	$27.40	$28.69	$30.06	$31.49	$32.98	$34.55	$36.19
Preschool Site Supervisor	10	$30.66	$32.11	$33.63	$35.24	$36.90	$38.67	$40.50	$42.42
Purch/Accts/Payroll Tech	12	$26.14	$27.40	$28.69	$30.05	$31.49	$32.98	$34.55	$36.19
School Office Clerk	11	$22.40	$23.46	$24.59	$25.75	$26.98	$28.25	$29.58	$30.99
School Secretary/Attendance Clerk	11	$24.86	$26.03	$27.25	$28.56	$29.92	$31.34	$32.83	$34.38
Sub Calling Clerk	10	$19.92	$20.89	$21.88	$22.91	$24.00	$25.14	$26.33	$27.58
Support Services Clerk	12	$19.92	$20.89	$21.88	$22.91	$24.00	$25.14	$26.33	$27.58
Tech Assistant I (formerly Intern)	10	$24.86	$26.03	$27.25	$28.56	$29.92	$31.34	$32.83	$34.38
Tech Assistant II	12	$26.14	$27.40	$28.69	$30.06	$31.49	$32.98	$34.55	$36.19
Yard Duty/Crossing Guard	10	$18.81	$19.69	$20.62	$21.61	$22.63	$23.71	$24.84	$26.01
OPERATIONS/TRANSPORTATION									
Bus Driver/Custodian	10	$26.73	$27.99	$29.31	$30.71	$32.19	$33.71	$35.31	$36.98
Custodian	12	$23.94	$25.08	$26.27	$27.50	$28.82	$30.18	$31.61	$33.11
Lead Custodian/Maintenance	12	$27.24	$28.55	$29.91	$31.33	$32.82	$34.37	$36.00	$37.72
Groundskeeper	12	$24.84	$26.01	$27.23	$28.54	$29.90	$31.32	$32.81	$34.36
Lead Groundskeeper	12	$27.24	$28.55	$29.91	$31.33	$32.82	$34.37	$36.00	$37.72
Mechanic	10/12	$26.73	$27.99	$29.31	$30.71	$32.19	$33.71	$35.31	$36.98
Lead Mechanic	12	$28.38	$29.73	$31.13	$32.60	$34.14	$35.77	$37.47	$39.24
Transport Assist/Driver Trainer	12	$29.18	$30.55	$32.00	$33.53	$35.11	$36.80	$38.54	$40.38
FOOD SERVICES									
Cafeteria Assist	10	$19.86	$20.81	$21.82	$22.84	$23.93	$25.06	$26.25	$27.49
Food Service Provider	10	$22.37	$23.44	$24.57	$25.72	$26.94	$28.22	$29.56	$30.97
Food Services Cook	10	$23.94	$25.08	$26.27	$27.50	$28.82	$30.18	$31.61	$33.11

Longevity for continuous service:
6–10 yrs = 2%
11–15 yrs = 3% (5% total)
16–20 yrs = 4% (9% total)
21–25 yrs = 5% (14% total)
26+ yrs = 6% (20% total)

APPENDIX C: GRIEVANCE FORM

Classified Grievance Form

Name of Grievant:
School or Department:
Date Filed:
1. Date grievance occurred:
2. Specific section of contract allegedly violated:
3. Provide specific details concerning the grievance: (Include names, dates, and circumstances):
4. Describe adverse effect the alleged violation(s) had on grievant:
5. Remedy desired:

_____ _____

Conferee (if any) Signature of Grievant

AROMAS SAN JUAN UNIFIED

CLASSIFIED EMPLOYEE COLLABORATIVE GOALS FORM

Initial Goal Setting Meeting

Employee Number	Last Name, First Name	Job Title
School Year	School/Department	Evaluator/Supervisor Name
Status ☐ Pro		

Within the 8th week of employment, the evaluator shall meet with the unit member to explain the evaluation process, timeline and forms, and to have a collaborative discussion to define the unit member's work goals. In this meeting, the unit member shall bring the completed Classified Self-Assessment Rubric and a draft of ideas for collaborative goal setting. Employees are encouraged to have one of the two goals relate to a District goal.

Goals should align with the evaluation criteria on the Classified Employee Performance Evaluation Form and should be **SMART** (**S**pecific, **M**easurable, **A**chievable, **R**easonable and **T**imely. This Goal Setting form is a "living document" that may be modified at any time with the mutual agreement of the evaluator and the unit member.

Goal 1:

Resources supervisor/site will make available to employee:
Additional Comments:

Goal 2:

Resources supervisor/site will make available to employee:
Additional Comments:

My signature acknowledges that we agreed to the measurable goals listed above and collaborated in their development.

Employee Signature	**Date**

Evaluator/Supervisor Signature	**Date**

Information and Sample Goals to be Used as Guidelines Only

SMART [**S**pecific: What exactly do I want to achieve and how do I narrow the focus? **M**easurable: How can we measure this? **A**chievable: Is this feasible? Do we have control over this? **R**easonable: Is this goal recorded and relevant to my life or job duties? **T**imely: What is a realistic time frame?]

Example: By June 2024, I will develop and enhance knowledge of and ability to use the features of Word and Excel by attending District trainings, as evidenced by training agendas and personal reflections of improvement.

APPENDIX E - CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION

Employee Number	**Employee Name**	
Job Title	**Position Number**	**School/Department**
Evaluator/Supervisor Name	**Evaluator/Supervisor Job Title**	
Evaluation Period **From**: **To**:	**Type of Evaluation** **Probationary**: ☐ **Permanent**: ☐ **Other**: ☐	

STANDARD OF RATING:

- **Exceeds Standards**: The employee goes above and beyond the performance standard listed on their job description.
- **Meets Standards**: The employee performs their job duties adequately, consistently and efficiently.
- **Partially Meets Standards**: The employee occasionally shows evidence of not performing their job duties at an acceptable level. If selected, a Performance Improvement Plan may be necessary.
- **Unsatisfactory**: The employee consistently shows evidence of not performing their job duties at an acceptable level. If selected, a Performance Improvement Plan will be required.

EMPLOYEE EVALUATION PROCEDURES CAN BE FOUND IN ARTICLE 15 OF THE ASJFCE COLLECTIVE BARGAINING AGREEMENT

The following objective criteria shall be used in the evaluation process and must be supported by specific, verifiable facts throughout the evaluation period. **Place an "X" in the appropriate rating box.**	**Exceeds**	**Meets**	**Partially Meets**	**Unsatisfactory**
1. Job Skills & Knowledge: Demonstrates proficiency of the essential functions as outlined in the job description, utilizes appropriate equipment and tools in carrying out assigned duties and responsibilities, incorporates feedback and training regularly to enhance job performance.	☐	☐	☐	☐
Additional Information *(required for partially meets and unsatisfactory)*:				
2. Quality/Quantity of Work: Performs all required duties consistently, efficiently and in a timely manner; seeks methods to improve productivity and pays attention to detail; shows initiative and employs necessary and job-appropriate equipment and tools to carry out assigned tasks.	☐	☐	☐	☐

The following objective criteria shall be used in the evaluation process and must be supported by specific, verifiable facts throughout the evaluation period. **Place an "X" in the appropriate rating box.**	**Exceeds**	**Meets**	**Partially Meets**	**Unsatisfactory**
Additional Information *(required for partially meets and unsatisfactory)*:				
3. Communication: Engages and actively listens to all stakeholders; retains, relays, and effectively presents clear information in written, verbal and non-verbal form; communicates professionally when using various types of District communication tools.	☐	☐	☐	☐
Additional Information *(required for partially meets and unsatisfactory)*:				
4. Problem Solving: Demonstrates an ability to identify problems and develop solutions in a timely and efficient manner, assists in the identification and implementation of solutions to job-related issues, utilizes various strategies to resolve identified problems.	☐	☐	☐	☐
Additional Information *(required for partially meets and unsatisfactory)*:				
5. Community Relationships: Listens and responds positively to School Community Stakeholders while building strong relationships, responds in a prompt and friendly manner to requests and inquiries.	☐	☐	☐	☐
Additional Information *(required for partially meets and unsatisfactory)*:				
6. Judgment: Exercises sound, professional judgment in making decisions; performs job duties safely, promoting a safe and accident-free environment; responds calmly in stressful situations while following laws, policies and procedures.	☐	☐	☐	☐
Additional Information *(required for partially meets and unsatisfactory)*:				

The following objective criteria shall be used in the evaluation process and must be supported by specific, verifiable facts throughout the evaluation period. **Place an "X" in the appropriate rating box.**	**Exceeds**	**Meets**	**Partially Meets**	**Unsatisfactory**
7. Working Relationships: Builds professional rapport with colleagues, supervisors, District staff and all other stakeholders; confers with others in a professional and productive manner; is receptive to feedback from others.	☐	☐	☐	☐
Additional Information *(required for partially meets and unsatisfactory)*:				
8. Professional Work Habits: Maintains standards of dress and grooming, consistent with Board Policy. Maintains work area, takes care of equipment, follows safety rules and procedures.	☐	☐	☐	☐
Additional Information *(required for partially meets and unsatisfactory)*:				
9. Attendance and Punctuality: Arrives for and leaves the designated work location, as identified by his or her supervisor, at the assigned times; adheres to and completes assigned work on schedule; uses available and permissible leaves in a contractually appropriate manner.	☐	☐	☐	☐
Additional Information *(required for partially meets and unsatisfactory)*:				
10. Goals: Two goals that align with the criteria on the evaluation form.	**Goals Met** **☐ Yes ☐ No ☐ N/A**			
Additional Information:				

Overall Evaluation

Exceeds Standards ☐ Meets Standards ☐ Partially Meets Standards

☐ Unsatisfactory

A rating of "Partially Meets Standards" on an annual performance evaluation may require a Professional Development Plan to be completed, with a follow-up date by which deficiencies in performance must be corrected.

A rating of "Unsatisfactory" on an annual performance evaluation will require a Professional Development Plan to be completed, with a follow-up date by which deficiencies in performance must be corrected.

Additional Information:

The employee's signature on this evaluation acknowledges receipt of the document and does not imply agreement. If the employee disagrees with the above evaluation, he/she may submit a written statement to the department head and/or human resources within ten (10) business days from receipt of the evaluation. The employee's statement will be attached to the Performance Evaluation and submitted to Human Resources for placement in their personnel file.

Employee Signature	Date

Evaluator/Supervisor Signature	Date

DISTRIBUTION: Original – HR
Copies – Employee and Evaluator

Policy 4219.42: Exposure Control Plan For Bloodborne Pathogens	**Status:** ADOPTED
Original Adopted Date: 11/10/2004 **|** **Last Revised Date:** 06/03/2020 **|** **Last Reviewed Date:** 06/03/2020	

As part of its commitment to provide a safe and healthy work environment, the Board of Trustees recognizes the importance of protecting employees from possible infection due to contact with bloodborne pathogens, including, but not limited to, hepatitis B virus, hepatitis C virus, and human immunodeficiency virus (HIV). The Superintendent or designee shall establish a written exposure control plan in accordance with state and federal standards for dealing with potentially infectious materials in the workplace.

The exposure control plan shall be consistent with the district's injury and illness prevention program established pursuant to Labor Code 6401.7 and 8 CCR 3203. (8 CCR 5193)

The Superintendent or designee shall determine which employees have occupational exposure to bloodborne pathogens and other potentially infectious materials. In accordance with the district's exposure control plan, employees having occupational exposure shall receive training and be offered the hepatitis B vaccination. (8 CCR 5193; 29 CFR 1910.1030)

Any employee not identified by the Superintendent or designee as having occupational exposure may submit a request to the Superintendent or designee to be included in the training and hepatitis B vaccination program. The Superintendent or designee may deny a request when there is no reasonable anticipation of contact with any infectious material.

In the event that an employee has an exposure incident, the district shall implement follow-up procedures in accordance with the exposure control plan. All such incidents shall be evaluated to determine whether changes need to be made in district practices.

Regulation 4219.42: Exposure Control Plan For Bloodborne Pathogens	Status: ADOPTED
Original Adopted Date: 11/10/2004 | Last Revised Date: 06/03/2020 | Last Reviewed Date: 06/03/2020	

Definitions

Occupational exposure means reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or other potentially infectious materials that may result from the performance of an employee's duties. (8 CCR 5193; 29 CFR 1910.1030)

Exposure incident means a specific eye, mouth, other mucous membrane, nonintact skin, or parenteral contact with blood or other potentially infectious materials that results from the performance of an employee's duties. (8 CCR 5193; 29 CFR 1910.1030)

Parenteral contact means piercing mucous membranes or the skin barrier through such events as needlesticks, human bites, cuts, and abrasions. (8 CCR 5193; 29 CFR 1910.1030)

A sharp is any object that can be reasonably anticipated to penetrate the skin or any other part of the body and to result in an exposure incident. (8 CCR 5193)

A sharps injury is any injury caused by a sharp, including, but not limited to, cuts, abrasions, or needlesticks. (8 CCR 5193)

Work practice controls are controls that reduce the likelihood of exposure by defining the manner in which a task is performed. (8 CCR 5193; 29 CFR 1910.1030)

Engineering controls are controls, such as sharps disposal containers, needleless systems, and sharps with engineered sharps injury protection, that isolate or remove the bloodborne pathogens hazard from the workplace. (8 CCR 5193; 29 CFR 1910.1030)

Engineered sharps injury protection is a physical attribute, such as a barrier, blunting, encapsulation, withdrawal, or other effective mechanism, built into a needle device or into a non-needle sharp which effectively reduces the risk of an exposure incident. (8 CCR 5193; 29 CFR 1910.1030)

Personal protective equipment is specialized clothing or equipment worn or used by an employee for protection against a hazard, such as gloves, gowns, laboratory coats, face shields or masks. (8 CCR 5193)

The district's written exposure control plan for bloodborne pathogens shall contain at least the following components: (8 CCR 5193; 29 CFR 1910.1030)

1. A determination of which employees have occupational exposure to blood or other potentially infectious materials, which shall be made without regard to employees' use of personal protective equipment and shall include a list of:
    a. All job classifications in which all employees have occupational exposure
    b. Job classifications in which some employees have occupational exposure
    c. All tasks and procedures, or groups of closely related tasks and procedures, in which occupational exposure occurs and which are performed by employees listed in item #1b above
2. The schedule and method of implementing each of the following in accordance with 8 CCR 5193 and this administrative regulation:
    a. Methods of compliance required by 8 CCR 5193(d) and 29 CFR 1910.1030, including universal precautions, general and specific engineering and work practice controls, and personal protective equipment

b. Hepatitis B vaccination
c. Bloodborne pathogen post-exposure evaluation and follow-up
d. Communication of hazards to employees through information and training
e. Recordkeeping, including medical records, training records, and a log of sharps injuries

3. The district's procedure for documenting the route(s) of exposure and the circumstances under which exposure incidents occurred
4. An effective procedure for gathering information about each exposure incident involving a sharp
5. An effective procedure for periodically determining the frequency of use of the types and brands of sharps involved in exposure incidents
6. An effective procedure for identifying currently available engineering controls and selecting such controls, as appropriate, for the procedures performed by employees in their work areas or departments
7. An effective procedure for documenting instances when a licensed healthcare professional directly involved in an employee's care determines that the use of an engineering control would jeopardize the employee's safety or the success of a medical, dental, or nursing procedure involving the employee
8. An effective procedure for obtaining the active involvement of employees in reviewing and updating the exposure control plan with respect to the procedures performed by employees in their respective work areas or departments

The exposure control plan shall be reviewed and updated at least annually and whenever necessary to: (8 CCR 5193; 29 CFR 1910.1030)

1. Reflect new or modified tasks and procedures affecting occupational exposure
2. Reflect changes in technology that eliminate or reduce exposure to bloodborne pathogens and, to the extent that sharps are used in the district, document consideration and implementation of appropriate commercially available needleless systems and needle devices and sharps with engineered sharps injury protection
3. Include new or revised employee positions with occupational exposure
4. Review and evaluate the exposure incidents which occurred since the previous update
5. Review and respond to information indicating that the exposure control plan is deficient in any area

The district's exposure control plan shall be accessible to employees upon request. (8 CCR 3204(e), 5193; 29 CFR 1910.1030)

Preventive Measures

The Superintendent or designee shall use engineering controls and work practice controls, as defined above, to eliminate or minimize employee exposure to bloodborne pathogens. Engineering controls and work practice controls shall be evaluated on a regular schedule and, as applicable, maintained, replaced, or updated to ensure their effectiveness. (8 CCR 5193; 29 CFR 1910.1030)

Whenever potential occupational exposure continues to exist after institution of engineering and work practice controls, the district shall provide, at no cost to the employee, appropriate personal protective equipment. (8 CCR 5193; 29 CFR 1910.1030)

Employees shall observe universal precautions to prevent contact with blood or other potentially infectious materials, including, but not limited to, handwashing, proper use of personal protective equipment, and proper disposal or washing of contaminated garments or objects. (8 CCR 5193; 29 CFR 1910.1030)

Any use of needleless systems, needle devices, or non-needle sharps shall adhere to the specific requirements of 8 CCR 5193(d) and 29 CFR 1910.1030.

Pre-Exposure Hepatitis B Vaccination

The hepatitis B vaccination and vaccination series shall be made available at no cost to all employees who have occupational exposure. The hepatitis B vaccination shall be made available after an employee with occupational exposure has received the required training and within 10 working days of initial assignment, unless the employee has previously received the complete hepatitis B vaccination series, antibody testing has revealed that the employee is immune, or vaccination is contraindicated for medical reasons. (8 CCR 5193; 29 CFR 1910.1030)

Employees who decline to accept the vaccination shall sign the hepatitis B declination statement. (8 CCR 5193; 29 CFR 1910.1030)

The Superintendent or designee may exempt from the pre-exposure hepatitis B vaccine designated first aid providers whose primary job assignment is not the rendering of first aid, provided that the district implements the procedures in its exposure control plan for providing hepatitis B vaccine to all unvaccinated first aid providers who have rendered assistance in any situation involving the presence of blood or other potentially infectious materials and provides appropriate follow-up for those who experience an exposure incident. (8 CCR 5193)

Training

The Superintendent or designee shall ensure that all employees with occupational exposure participate in a training program at the time of initial assignment to tasks where occupational exposure may take place and at least annually thereafter. The training shall be offered during working hours and at no cost to the employee. (8 CCR 5193; 29 CFR 1910.1030)

The training shall address, at a minimum: (8 CCR 5193; 29 CFR 1910.1030)

1. The exposure control standard contained in 8 CCR 5193 and 29 CFR 1910.1030
2. The epidemiology and symptoms of bloodborne diseases
3. Modes of transmission of bloodborne pathogens
4. The district's exposure control plan and the means by which employees may obtain a copy of the written plan
5. Appropriate methods for recognizing tasks and other activities that may involve exposure to blood and other potentially infectious materials
6. The use and limitations of methods to prevent or reduce exposure, including appropriate engineering controls, administrative or work practice controls, and personal protective equipment
7. The types, proper use, location, removal, handling, decontamination, and disposal of personal protective equipment
8. The basis for selecting personal protective equipment
9. The hepatitis B vaccine, including its efficacy, safety, and method of administration; the benefits of being vaccinated; and that the vaccine will be offered free of charge
10. Appropriate actions to take and persons to contact in an emergency or exposure incident involving blood or other potentially infectious materials
11. The post-exposure evaluation and follow-up that the district is required to provide for the employee following an exposure incident

Additional training shall be provided to affected employees whenever a change, such as the introduction or modification of tasks or procedures or the introduction of new engineering, administrative, or work practice controls, affects the employee's exposure. The additional training may be limited to addressing the new exposures created. (8 CCR 5193; 29 CFR 1910.1030)

Designated first aid providers shall receive training that includes the specifics of reporting first-aid incidents which

involve blood or body fluids which are potentially infectious. (8 CCR 5193)

Reporting Incidents

All exposure incidents shall be reported as soon as possible to the Superintendent or designee. Unvaccinated designated first aid providers must report any first aid incident involving the presence of blood or other potentially infectious material, regardless of whether an exposure incident occurred, by the end of the work shift. The full hepatitis B vaccination series shall be made available to such employees no later than 24 hours after the first aid incident. (8 CCR 5193)

Sharps Injury Log

The Superintendent or designee shall establish and maintain a log recording each exposure incident involving a sharp. (8 CCR 5193; 29 CFR 1910.1030)

The exposure incident shall be recorded within 14 working days of the date the incident is reported to the district. (8 CCR 5193)

The information recorded shall include the following, if known or reasonably available: (8 CCR 5193; 29 CFR 1910.1030)

1. Date and time of the exposure incident
2. Type and brand of sharp involved in the exposure incident
3. A description of the exposure incident, including:
    a. Job classification of the exposed employee
    b. Department or work area where the exposure incident occurred
    c. The procedure that the exposed employee was performing at the time of the incident
    d. How the incident occurred
    e. The body part involved in the incident
    f. If the sharp had engineered sharps injury protection, whether the protective mechanism was activated and whether the injury occurred before, during, or after the protective mechanism was activated
    g. If the sharp had no engineered sharps injury protection, the injured employee's opinion as to whether and how such a mechanism could have prevented the injury
    h. The employee's opinion about whether any other engineering, administrative, or work practice could have prevented the injury

Post-Exposure Evaluation and Follow-up

Following a report of an exposure incident, the Superintendent or designee shall immediately make available to the exposed employee, at no cost, a confidential medical evaluation, post-exposure evaluation, and follow-up. The Superintendent or designee shall, at a minimum: (8 CCR 5193; 29 CFR 1910.1030)

1. Document the route(s) of exposure and the circumstances under which the exposure incident occurred
2. Identify and document the source individual, unless that identification is not feasible or is prohibited by law
3. With the consent of the exposed employee, provide for the collection and testing of the employee's blood for hepatitis B, hepatitis C, and HIV serological status
4. Provide for post-exposure prophylaxis, when medically indicated, as recommended by the U.S. Public Health Service
5. Provide for counseling and evaluation of reported illnesses

The Superintendent or designee shall provide the health care professional responsible for the employee's hepatitis B vaccination with a copy of 8 CCR 5193 and 29 CFR 1910.1030; a description of the employee's duties as they relate to the exposure incident; documentation of the route(s) of exposure and circumstances under which exposure occurred; results of the source individual's blood testing, if available; and all medical records maintained by the district relevant to the appropriate treatment of the employee, including vaccination status. (8 CCR 5193; 29 CFR 1910.1030)

The district shall maintain the confidentiality of the affected employee and the exposure source during all phases of the post-exposure evaluation. (8 CCR 5193)

Records

Upon an employee's initial employment and at least annually thereafter, the Superintendent or designee shall inform employees with occupational exposure of the existence, location, and availability of related records; the person responsible for maintaining and providing access to records; and the employee's right of access to these records. (8 CCR 3204)

The district shall maintain a medical record of each employee with occupational exposure, including the employee's hepatitis B vaccination status, the results of any post-exposure medical examinations and follow-up procedures, a copy of the information provided to the health care professional, and a copy of the health care professional's written opinion. The medical record shall be kept confidential and not disclosed or reported without the employee's written consent to any person within or outside the workplace except as required by law. (8 CCR 5193; 29 CFR 1910.1030)

Upon request by an employee, or a designated representative with the employee's written consent, the Superintendent or designee shall provide access to a record in a reasonable time, place, and manner, no later than 15 days after the request is made. (8 CCR 3204)

Records shall be maintained as follows: (8 CCR 3204, 5193; 29 CFR 1910.1030)

1. The medical records of each employee with occupational exposure shall be maintained for the duration of employment plus 30 years.
2. Training records shall be maintained for three years from the date of training.
3. The sharps injury log shall be maintained five years from the date the exposure incident occurred.
4. Exposure records shall be maintained for at least 30 years.
5. Each analysis using medical or exposure records shall be maintained for at least 30 years.

APPENDIX G
BUS DRIVER MANUAL

Aromas-San Juan Unified School District Driver's Manual

Initial Bidding for Assignments (before school starts)

Preparation for the Bid Day:
Bus route numbers will be provided, and the bidding process is specifically for selecting bus routes. Drivers will continue with their regular non-driving assignments, as originally assigned.

Notify drivers of their seniority order for bidding and schedule them to select their routes accordingly on the bid day.

Bid Day:

- Display bus route numbers on the bid table for driver selection.
- In a quiet environment, allow the driver to select a base route number.
- Management will select the bus appropriate for each route.
- If the driver is not present at the appointed time, the Supervisor or driver's designee will select his/her assignment on the bid order.
- When an assignment selection is made, remove that assignment from the table and record that driver's choice.
- Continue until all assignments are made and the last driver to select will receive the last and only route.
- On the initial bid day, drivers shall also indicate their interest in driving field (activity) trips and other extra work as it
- becomes available.
- Where necessary in order to adequately cover non-driving duties, management may make assignments outside of
- the bidding process.
- Rebidding for Assignments That Have Changed During the First 20 Days of School
- This becomes necessary when an assignment has adjusted to an increase or decrease of one hour or more per week
- at the close of the first 20 days of school.
- In the event of an increase, only the driver(s) on the bid list directly above the driver and with a current assignment
- that is less than this increased assignment is/are eligible to bid.
- Increased assignments will be posted on the 21st day of school and will remain posted for 3 days.

- The eligible driver(s) indicate to the Supervisor, in writing, their desire to change to this assignment. An eligible
- driver is defined as a unit member who is working less than full time for whom the addition of one or more working hours would move that unit member closer to full-time status. However, if the increased hours result in creating a full-time assignment, any full-time unit member may apply.

- If an eligible driver indicates a desire to be placed in the open assignment, he/she is placed and the driver form the open assignment now takes this vacant assignment.

- All changes are to be made effective on the next day.

- In the event of a decrease, only the driver(s) whose assignment decreased will be eligible to bid.

- Decreased assignments will be posted on the 21st day of school, and will remain posted for 3 days.

- The eligible driver may bid the assignment of the driver who is directly below him/her on the bid list, if the assignment to be bid upon is greater than the decreased assignment.

- The eligible driver(s) indicate to the Supervisor, in writing, their desire to change to this assignment.

- If an eligible driver indicates a desire to be placed in this newly bid assignment, he/she is tentatively placed.

- In the event that this reassignment takes place, the newly displaced driver will be assigned to the decreased assignment and steps (2) through (4) will be repeated.

Bidding for Assignments That Become Open During the Year, or That Increase or Decrease by More Than 15 Minutes Per Day

- These assignments may be open because of a resignation, termination, transfer, demotion, or promotion.

- These assignments will be opened to bid and posted immediately for 3 days.

- The eligible driver(s) indicate to the Supervisor, in writing, their desire to change to this assignment.

- Each driver will be asked if he/she wishes to advance to the next longer open assignment. A "yes" response will
- allow movement to the longer open assignment; a "no" response will keep him/her in his/her present assignment.

- Same procedure as (I-A) above, except as noted in (III-A, B, and C).

- All changes are to be effective on the next day.

- Any reduction in hours of a bus driver in this assignment procedure shall not be considered a layoff.

Activity Trip Assignments

- On "initial assignment day" prior to the beginning of school or summer school, drivers are asked to indicate if they are interested in taking "Special Trips." A Trip Roster will be set up with the names of interested drivers, listed in descending order according to seniority. Before and after summer school, trips will be rotated according to the order of the bid list.

- Assignments will be posted at least three days prior to the day of the trip, unless circumstances prevent the posting. If a late trip assignment is offered within this three day period and refused, the trip hours will not be charged. If the trip is cancelled, there will be no charge against the drivers concerned.

- In the event two or more drivers have been assigned to a run and one bus is cancelled, the driver next in line on the seniority list will get the trip.

- Activity trip assignments shall be distributed as equitably as possible based on the number of hours actually driven as well as hours of trips offered but refused when trips are turned down by the next eligible driver. This rotation shall also apply to the Kindergarten-route fill-in drivers when the regular K-route drivers are on field trips.

Subbing

Designated permanent substitutes (if available), or a regular substitute when no permanent substitute is available, will be used for absent regular drivers who are absent for any/all reasons, except for the absence on a Midday Route only. A Midday Route only absence will be completed by a regular driver when no permanent substitute is Available. In the event of a field trip, if bus drivers are unable to participate due to their regular bus run assignments, a substitute driver will be assigned to complete the field trip.

Part-time drivers may be assigned to substitute on Midday Routes. This time will be distributed as equitably as possible.

APPENDIX H
STIPEND SCHEDULE

Degree Recognition - See article 9.10	$700 – Bachelor Degree Effective 7/1/2025 $1,500.00 Master's Degree Effective 7/1/2025
Special Duties - See article 9.11	7.5% General Ed Setting 8% SDC Setting 10% Paraprofessional, Instructional Aide, Special Education specializing in Visually Impaired and Braille
Bilingual Stipend - See article 9.13.2	3%
Alternate Bilingual Stipend - See article 9.13.3	2%
Varsity Head Coach, (High School)	$3,000 (15 coaches)
Junior Varsity Coach/Varsity Assistant Coach (High School)	$2,000 (5 coaches)
Head Coach (Middle School)	$2,000 (8 sports per school)
Athletic Director (High School)	$24,000 for 11 months

Athletic Director (Middle Schools)	$4,500 (2 schools)
ASB Advisor	$1,030 per year
Unit Members serving on school site council	School site council - $250.00 per member – 2 per site max (to match Appendix B ASJTA)
ASB Secretary Stipend	$1,500.00
High School Grad-Ex	Full-time $1,600.00 Part-time $ 800.00
Club Advisor- non-VAPA (Club must be approved through site process, must meet at least 15 times during the school year and all club meetings must be held after school hours)	$500 per club per year (Up to 6 at Anzar and 3 at the TK-8 Schools. A teacher may only do one club. If a school has more qualifying clubs than their allocation, the total dollar amount for the school will be split between the advisors. For example, if there are 8 clubs at Anzar, the $3,000 will be split 8 ways.)

AROMAS-SAN JUAN UNIFIED SCHOOL DISTRICT
APPENDIX I ASJFCE

APPLICATION FOR THE CLASSIFIED PROFESSIONAL GROWTH PROGRAM

(THIS FORM IS TO BE COMPLETED ONLINE HERE)

ASJUSD and ASJFCE allows permanent and probationary classified employees to participate in professional growth upon approval from their direct supervisor, Human Resources and Federation Leadership. Please refer to the **ASJFCE Bargaining Unit Contract, Article 19** for more information, cost allowances and eligibility information. This form must be completed, submitted and approved **prior to course enrollment and at least thirty (30) days prior to the start of the course.**

Employee Name:	Position:
Proposed Course/Workshop:	
Course # (If Applicable):	Total Units:
College/University/Organization:	Location:
Course Start Date:	Course End Date:

Please describe how the course, workshop, or training you are requesting aligns with your current job duties and/or supports the development of new skills necessary for advancement within the District. Your explanation should clearly identify how the training will enhance your ability to perform your current responsibilities or prepare you for future opportunities.

I hereby request approval for the above course for the Classified Professional Growth Program. I understand that it is my responsibility to submit this request at least 30 days prior to the start of the course and prior to enrollment. I understand that this must be approved by my supervisor, Human Resources and Federation Leadership and it is valid only for the time requested above. I understand to be eligible for compensation, I must submit original transcripts or completion records and receipts for course and material costs after course/workshop completion.

Employee Signature: Date:

Approved: If denied, reason for denial:

Administrator Signature: Date:

Approved: If denied, reason for denial:

Human Resources Signature: Date:

Approved: If denied, reason for denial:

Federation Signature: Date: