ACTON·AGUA DULCE
UNIFIED SCHOOL DISTRICT
THE GOLD STANDARD

EMPOWERING TODAY'S LEARNERS TO THRIVE IN TOMORROW'S WORLD.

COLLECTIVE BARGAINING AGREEMENT
Between
ACTON-AGUA DULCE UNIFIED SCHOOL DISTRICT
And
ACTON-AGUA DULCE CHAPTER #473
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION



July 1, 2025-June 30,2027

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PREAMBLE

This Agreement is made and entered into by and between the **ACTON-AGUA DULCE UNIFIED SCHOOL DISTRICT,** hereafter called the "District" and the **CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION** and its **ACTON-AGUA DULCE CHAPTER #473,** or its successors, hereafter called the "Association", "CSEA" or the "Exclusive Representative".

The purpose of this Agreement is to promote the improvement of personnel management and employer/employee relations; to provide an equitable and peaceful procedure for the resolution of differences; and to establish rates and pay and other terms and conditions of employment.

No District employee shall be discriminated against on account of membership in or appropriate activities on behalf of the Exclusive Representative. All District employees, labor and management, shall be free from acts or threats of physical or verbal intimidation, harassment or aggression.

ARTICLE I
RECOGNITION

1.1 Acknowledgement: The District hereby acknowledges that the Association is the exclusive bargaining representative for all District employees who are not designated as certificated, management, confidential or supervisory, or who are excluded from the classified service by law. The determination of management, confidential or supervisory employees shall be made by the mutual agreement of the District and the Association. Disputed cases shall be submitted to the Public Employment Relations Board (PERB) for resolution.

1.2 The bargaining unit may be expanded to include other classes or newly created classified positions by mutual agreement of the District and the Association, subject to the rules of PERB.

ARTICLE II
EMPLOYER RIGHTS

2.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the time and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish the educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work which the employees covered by this Agreement are incapable of performing; and take action on any matter in the event of an emergency which shall be defined as an act of God, war, pestilence and/or other disaster. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.

2.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District; the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.

ARTICLE III
EMPLOYEE ASSOCIATION RIGHTS

3.1 Communication and Access. The Association shall have the right to use the District's designated bulletin boards and employee mailboxes.

3.1.1 The Association shall be responsible for posting notices on bulletin boards and for contents of the notices. Posted notices shall be issued in the name of the Association and signed by the person who wrote them.

3.1.2 The Association shall furnish the District with one copy of notices that are posted on the bulletin board or materials that are placed in employee mailboxes.

3.1.3 The Association shall be responsible for the preparation, posting or distribution of all notices and materials.

3.2 The Association may utilize school buildings, rooms and facilities for meeting subject to the following:

3.2.1 The Chapter President or designee shall request a meeting place by filling out the District "Use of Facilities" form. District approval shall be required prior to the use of the facilities.

3.2.2 Should additional custodial costs be incurred by the District due to utilization of facilities by the Association, the Association shall reimburse the District. Such reimbursement shall be on the same basis as for other groups or individuals who cause the District to incur additional costs.

3.3 Association officers, agents or representatives shall have access to employees at times that do not interfere with employees' performance of their assigned duties.

3.3.1 Non-employee officers, agents or representatives shall check in at the site office.

3.4 The Association may obtain copies of public documents that relate to the Association's status as the Exclusive Representative. The District will provide one copy of requested documents at no charge. The Association shall pay for multiple copies at the same rate as charged for other groups.

3.4.1 The District will provide a seniority list based on hire dates once per year on written request.

3.4.2 The District will provide a list of all employees in the bargaining unit, including names, addresses, telephone numbers (unless privacy has been requested by an individual), work location and work phone number.

3.5 All correspondence from the Association to the District shall be directed to the Superintendent or designee.

3.6 One copy of the Agreement will be provided to each bargaining unit member within 30 days following ratification. Five copies of the Agreement shall be provided to the Association.

3.7 Release Time. The Association shall receive reasonable release time for negotiations for up to four employees. The parties agree to meet and negotiate in good faith and to participate in good faith in impasse procedures, in an effort to reach an agreement on areas of disagreement. The parties also recognize their duty to begin the process prior to final adoption of the District's budget.

3.7.1 Reasonable release time shall be made available to Association officers and job stewards for the purpose of representing employees as provided by Government Code Section 3543.1.

3.7.2 Up to two delegates to the CSEA Annual Conference shall receive up to five days of release time in order to attend the conference.

3.7.3 Upon written request, each employee who is assigned to an evening shift shall receive one hour of release time on a "trade time" basis to attend the monthly Chapter #473 meeting when the meeting occurs during the employee's regular work hours. The district will be provided with a calendar of regular chapter meeting and will be notified of special meetings in advance. Each affected employee shall make arrangements for the release time and for the trade time with his or her immediate supervisor. Where possible, the trade time will be worked prior to the beginning of the employee's regular shift.

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

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

3.8.2 The District shall refer all employee requests to revoke membership to the CSEA Chapter President and Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.

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

3.8.4 There shall be no charge by the employer to CSEA for regular membership dues deduction.

3.9 Membership Information. The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.

3.10 Hold Harmless Provision

3.10.1 CSEA shall defend and indemnify District including reasonable attorney fees and costs for any and all claims or actions arising out of or related to the enforcement of the terms and conditions set forth in this Article including for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.

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

3.11 District Notice to CSEA of New Hires. The District shall provide CSEA with the following information regarding newly hired employees within thirty (30) days of date of hire or by the first pay period of the month following hire: Full name; date of hire; job title; department; employee ID; CalPERS status; work location; work, home, and personal cellphone numbers; personal email address; and home address, which is on file with the District. CSEA will maintain the privacy of the employee information. This information will be provided to CSEA regardless of whether the newly hired employee was previously employed by the District. "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. Gov't Code §3555.5(b).

3.11.1 Periodic Update of Contract Information. The District shall provide CSEA with a list of all CSEA bargaining unit members' names and contact information referenced

in paragraph 1 above on the last working day of September, January, and May. CSEA will maintain the confidentiality of this information.

3.11.2 Employee Request for Nondisclosure. Upon written request of any employee, the District will not disclose the employee's home address, home or personal cellphone number, or personal email address to CSEA.

3.11.3 CSEA Membership Materials. The District agrees to include written materials about CSEA membership with materials given by the District to newly hired employees in the unit at the time of their employment.

3.11.4 Introduction Session by CSEA. CSEA shall have the right to meet with newly hired unit employees to inform them about CSEA including, but not limited to CSEA structure, activities, membership, and the collective bargaining agreement. The CSEA introduction session shall be held on District property during the workday of the employee(s) who shall be on paid time.

In any month where the District hires at least one new employee, the District shall provide CSEA with the opportunity to conduct a CSEA introduction session with new employee(s) after the 15th of the month. The District shall provide thirty (30) minutes of paid release time, free from regular duties, for the CSEA chapter President, or designee, to meet with all newly hired unit employees.

3.11.5 Group Orientation Hosted by District. The District does not currently conduct formal group orientation sessions for newly hired unit employees. In the event the District conducts formal group orientation sessions, CSEA will receive not less than ten (10) days' notice in advance of that orientation, except that a short notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. CSEA shall have the right to conduct a CSEA introduction session at the end of the District's orientation. The District shall provide for thirty (30) minutes of paid release time for the CSEA chapter President, or designee, to present information about CSEA at the District's new employee orientation. CSEA's presentation shall last no longer than thirty (30) minutes.

ARTICLE IV
DUTY HOURS

4.1 Workweek. The workweek for employees shall be 40 hours rendered in units of eight hours. The workweek shall consist of five consecutive workdays for all employees rendering service averaging four hours or more per day during the workweek. The District retains the right to extend the regular workday or workweek when it is deemed necessary to carry out the District's business. The district agrees to notify CSEA prior to filling a position for a workweek other than Monday-Friday.

4.2 Workday. The workday for all employees shall be established and regularly fixed by the District in order to meet the District's educational goals and objectives and to function in an organized, efficient manner. Each employee shall be assigned a fixed, regular and ascertainable minimum number of hours.

4.2.1 This article shall not restrict the extension of the regular workday on an overtime basis when such is necessary to carry on the business of the District. Unit members may request to be excused from an overtime assignment. Supervisors shall attempt to accommodate the unit member's request prior to making the overtime assignment.

4.3 Lunch Period. A 30-minute non-compensated, uninterrupted lunch period shall be provided to all employees who render service of at least five consecutive hours. The lunch period shall be assigned by the immediate supervisor, to be taken as soon after the conclusion of four hours of service at or near the midpoint of the shift as possible.

4.4 Rest Period. A 15-minute compensated rest period shall be provided to all employees for each four-hour period of service. The rest period shall be taken at the direction of the immediate supervisor at or near the midpoint of each four-hour period of service.

4.5 Overtime. An employee who works overtime shall be compensated at the rate of time and one-half of the employee's hourly pay rate for hours worked in excess of eight hours in a workday or 40 hours in a workweek. An employee who does not work due to a holiday, sick leave, vacation, compensatory time or other paid leave of absence shall have the time off credited as hours worked for the purpose of computing overtime eligibility.

4.5.1 An employee who has an assigned workday of four hours or more per day, five days per week shall be compensated at the overtime rate for all work required on the sixth or seventh day of the workweek. Any hours worked in excess of eight on the sixth or seventh day shall be compensated at the employee's regular hourly rate of pay plus the overtime rate.

4.5.2 An employee who has an assigned workday of less than four hours per day shall be compensated at the overtime rate for all work required on the seventh day of the workweek. Any hours worked in excess of eight on the sixth or seventh day shall be compensated at the employee's regular hourly rate plus the overtime rate.

4.5.3 By mutual agreement, earned overtime may be credited and compensated as compensatory time off ("CTO"). Compensatory time off must be scheduled and taken within 12 months of when it was earned.

4.5.4 Overtime shall be distributed to employees in each classification in order of seniority on a rotating basis as follows: overtime offered in the classifications of Maintenance/Custodian/Groundskeeper and Custodian will be based on District-wide seniority within the appropriate designated classification; overtime offered in all other classifications will be based on seniority at the respective site within the appropriate designated classification. Rotating basis means offering overtime assignments from the seniority list beginning with the employee in the appropriate designated classification, immediately following the employee who accepted the last overtime assignment. If the employee offered the overtime does not accept an overtime assignment, the next most eligible employee shall be offered the assignment until the assignment is filled. If no regular employee within the appropriate classification accepts the overtime assignment, the administration may select any District employee for the assignment. If no District employee accepts the overtime assignment, the administration may assign a substitute for the assignment. Refusal by an employee of any overtime assignment shall not waive the employee's right to be offered any subsequent overtime assignment.

4.5.5 The District may make an emergency overtime assignment considering the type of emergency and the welfare of students, the safety of employees, and the best interests of maintenance and operations of the District's grounds and facilities.

4.6 Minimum Call In and Call Back Time. Any employee who is called in to work when the employee is not scheduled to work, or called back after completion of his/her regular assignment, shall be compensated for at least two hours plus travel time at the appropriate rate of pay under this Agreement. In addition, the employee will be paid mileage at the District rate. When an employee who is called back to work exceeds two hours in the completion of work assignment and travel time combined, the employee will be paid for the travel time.

4.7 Standby Time. All standby time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as are other hours worked under this agreement, eating and sleeping time to be excluded.

4.8 Increase in Hours. When additional hours are assigned to a part-time position on a temporary or regular basis, the assignment shall be offered to the employee in the appropriate classification with the greatest classification seniority and current satisfactory job performance. If the senior employee declines the assignment, it shall be offered to the remaining employees in the class in descending order based on seniority and job performance.

4.8.1 Part-time Work in Excess of Assignment. A bargaining unit employee, who works a minimum of 30 minutes per day in excess of the regular part-time assignment for a period of 20 consecutive days or more, shall have his/her basic assignment changed to permanently reflect the longer hours, effective with the next pay period. Seniority will be given preference for these assignments for qualified employees from the same job classification whose work schedule permits the additional assignment without incurring overtime.

4.9 Summer School. When a summer school assignment is to be filled by an employee who is not a 12-month employee, the position shall be offered to employees in the classification who are assigned to the duties during the academic year in order of seniority and satisfactory performance. An employee who is assigned to summer school in addition to the employee's regular school year assignment shall be compensated at the regular hourly rate of pay for the position classification.

4.9.1 Extra Summer Work. Any classified employee who chooses to participate in summer work or signs the letter of intent shall be compensated at not less than their regular rate of pay or Step One of the classification in which they are serving during the summer, whichever is greater.

4.10 Coverage for Short-Term Absences. When an employee is absent on a short-term basis and a need is determined to cover that absence by the work site administrator, the District shall offer the opportunity to provide coverage first to the senior employee in the classification at the work site who is not otherwise regularly scheduled to perform duties during the absent employee's work shift. If no employee is available within the classification at the site, the work shall be offered to senior available employees in the classification at the District's other work sites.

4.10.1 Any employee who is interested in being offered work pursuant to this paragraph shall inform the District in writing. The District will distribute the interest list to each work site.

4.10.2 Bargaining unit members shall not be left alone supervising students during instructional time while the teacher is not present in excess of thirty (30) minutes in any workday. If a bargaining unit member is left alone supervising students for more than thirty (30) minutes in a day, the unit member shall receive a forty (40) dollar stipend for the day.

4.11 Inclement Weather/Natural Disaster. When it is determined by the District that emergency conditions necessitate the closure of one or more sites, or regular schedules altered, a reasonable effort will be made to notify affected classified unit members.

4.11.1 When a single site is affected by a Declared Emergency/Natural Disaster(s), affected classified unit members may be temporarily reassigned to other sites or asked to remain on duty as authorized by the Superintendent or an Assistant Superintendent.

4.11.2 Days will be treated as regularly scheduled workdays for all regular classified unit members and will be paid at their regularly scheduled rate and hours. Should the Inclement Weather/Natural Disaster last longer than 5 regularly scheduled workdays, the District and CSEA agree to meet and discuss the effects.

4.11.3 Regular classified unit members directed not to work during the emergency who had previously scheduled vacation or PN time will still be charged for vacation or PN leave.

4.11.4 Classified unit members who were directed to work by the Superintendent, or designee, on these days will be paid for their regularly scheduled pay and an additional 1.5 times their regular hourly rate for the hours actually worked (minimum call in of 2 hours). In total the employee will be paid 2.5 times their regular hourly rate for hours worked during this assignment.

ARTICLE V
TRANSPORTATION

5.1 Bus Routes and Assignments. The District shall establish regular home-to-school routes and Special Education routes on an annual basis at the beginning of the school year. The routes shall be bid on by employees based on seniority as a bus driver. Once a route has been bid, it shall not be subject to reassignment unless it has been vacated. If a new midday route is established after the beginning of the school year, it shall be assigned by bidding of employees who are not otherwise assigned to drive during the route time.

5.2 Other Duties/"Make-Up Time". A regular or special education bus driver who is not driving an assigned route during paid time may be assigned to other duties, which may or may not be related to the driver's classification to include transportation-related duties and/or minor clerical duties. All time worked outside of classification shall be compensated at the bus driver's rate of pay, regardless of the pay rate for the classification in which the work is regularly performed. All work outside of the classification shall not infringe upon another bargaining member's work or be substitute for a classified position.

5.2.1 Inconsistent Duties

Any make-up time or other duties assigned to a regular or special bus driver who does not have an assigned route during paid time shall not be utilized as a substitute for another classified position, except to the extent listed on paragraph 5.2.

5.3 Route Revisions. The District may revise routes for the purpose of maintaining or balancing the time distributed to various routes. Increases in route times during the school year shall be assigned to the driver on the route. When a route's time is decreased, the affected driver shall be assigned pursuant to paragraph 5.2.

5.4 Extra Hours. Additional runs that are not a part of the regular route assignments, i.e., runs that are outside the regular school year bid assignments as provided in paragraph 5.1, non-route therapist runs (special education), additional non-route Kindergarten runs, shall be offered to part-time drivers in the affected category by seniority on a rotating basis. A part-time driver is not eligible for an additional run if the part-time driver would receive overtime for any part of the additional run. An employee must request to be placed on the extra-hour list.

5.5 Trip List. A Trip List shall be posted and maintained in the transportation office. To the extent possible, trips shall be posted on Monday of the two work weeks prior to the trips. Trips shall be offered to qualified permanent employees who have requested to be on the Trip List by seniority on a rotating basis. If a trip is cancelled, the driver will be offered the next available trip. If a trip is refused, another trip will not be offered to that driver until the rotation is complete. The Trip List will include additional runs from section 5.4, where no

part-time driver was eligible for the run due to the runs causing part-time drivers to be eligible for overtime.

5.5.1 A driver must have completed a District-directed orientation/certification course for the particular vehicle utilized on the run. The District will offer training for the required vehicle orientation/certification at least once during the school year.

5.5.2 The Trip List shall be updated every seven (7) days, posted Monday, to show the trips scheduled, vehicles assigned, the hours charged and driver assigned. A driver's name will be removed from the Trip List on written request. A driver can choose to opt back on the Trip List, and will be added after the rotation is completed.

5.6 Substitute Driving Hours. Substitute driving assignments shall be offered to qualified and available part-time drivers on a rotational basis when possible and when the driver is not otherwise assigned to drive during the substitute time.

5.6.1 A driver who wishes substitute driving must request to be placed on the substitute rotation list.

5.6.2 A substitute assignment of 10 days or more shall be offered to qualified part-time drivers on a rotational basis. It is the intention of this paragraph that non-bargaining unit substitutes are assigned as few long-term driving hours as practicable.

5.7 Communications. A designated transportation manager or supervisor with decision-making authority shall be available by radio or telephone for emergency situations.

5.8 Layoff. For purposes of layoff, all bus driver seniority shall be based on each employee's hire date, with no special provision for classification as a transit or special education driver.

5.9 Summer Work. When a driving assignment is available during the summer and is to be filled by an employee who is not a 12 month employee, the position shall be offered to employees in the classification who are assigned to the duties during the academic year in order of seniority and satisfactory performance. An employee who is assigned summer driving work in addition to the employee's regular school year assignment shall be compensated at the regular hourly rate of pay for the position classification.

5.10 Prom and Grad Night. Charter buses will be used for transporting students to Prom and Grad Night. The District shall use a bargaining unit driver to ride on each charter bus contracted out as a chaperone and shall determine their eligibility according to Artive V Transportation, Section 5.5.

ARTICLE VI
SALARY

6.1 Each employee shall be compensated at the appropriate placement on the Classified Salary Schedule. For the 2025-2026 school year, the Classified Salary Schedule shall be increased by three percent (3%), effective July 1, 2025. A copy of the Classified Salary Schedule is attached as Appendix A. In addition to the foregoing, unit members who are in a paid status by ratification shall receive a three percent (3%) off schedule payment (calculated on their annual base pay.)

6.1.1 If any other recognized employee group receives a greater salary percentage increase than the Classified Bargaining Unit, the increased salary percentage shall be added to the Classified Salary Schedule (excluding a shift of funding from medical insurance package and step and column changes).

6.2 Inconsistent Duty Compensation. Employees who volunteer or are asked, required or directed by their immediate supervisor, lead, coordinator, administrator, or the District to perform duties inconsistent with their assigned duties shall be compensated at not less than their regular rate of pay or the employee shall be placed on the higher classification at step 1. In the event the placement on step 1 does not result in at least a five percent increase, the employee will be placed on the step in the higher classification which results in at least a five percent increase, if the highest step of the new range is less than five percent (5%), the employee will receive a five percent (5%) increase above their rate of pay.

6.2.1 Employees who are required and directed by their immediate supervisor, lead, coordinator, administrator, or the District to perform their regularly assigned duties in excess of 20 days during the night shift and morning shall be compensated at not less than 5% above the employee's regular rate of pay.

6.2.2 Employees who are assigned and directed by their immediate supervisor, lead, coordinator, administrator, or the District to serve in excess of 20 days on a night or morning shift may be allowed upon request to be assigned on a basis of seniority within the appropriate class.

6.2.3 Full-time employees who are receiving differential compensation and who are assigned temporary duties by their immediate supervisor at times other than night and morning shift hours, for a period less than 20 days, shall continue to receive the differential compensation in addition to the employees' regular rate of pay.

6.3 Promotion Compensation. Employees permanently assigned by the District to a position within the unit which is compensated at a higher salary range than their present salary range shall be deemed to have been promoted, and shall receive no less than 5% above

the compensation rate to which they were previously assigned, unless the set amount goes beyond Step V of the salary schedule.

6.4 Demotion Compensation. Employees permanently assigned by the District to a position within the unit which is compensated at a lower salary range than their previously assigned salary range shall be deemed to have been demoted, and shall be placed at the appropriate salary range for the position classification to which they have been assigned. Employees shall retain their anniversary step placement and shall be placed on the same step of the new salary range as previously held.

6.5 Holiday Compensation. Employees assigned and directed by their immediate supervisor to provide service on a holiday authorized by the District shall be compensated at their regular rate of pay plus one and one-half of their regular rates. Paid holidays for classified employees are:

Independence Day
Juneteenth
Labor Day
Veteran's Day
Day prior to Thanksgiving (in lieu of Admission Day)
Thanksgiving Day
Day Following Thanksgiving (local holiday)
Day prior to Christmas Day (local holiday)
Christmas Day
Day prior to New Year's Day (local holiday)
New Year's Day
Martin Luther King Jr Day
Lincoln's Birthday
Washington's Birthday
Friday of Spring Recess (local holiday)
Memorial Day
Two Discretionary Holidays

6.5.1 Two Discretionary Holidays Whole. Discretionary Holidays are paid days off that employees shall use at their discretion. These holidays provide flexibility for employees to observe personal, cultural, or religious events that are not, included in the District's standard holiday schedule. They do not carry over to the following year and have no cash value upon termination of employment. The Discretionary Holidays are to be taken during non-student days during the standard academic year.

6.6 Anniversary Increment. An employee who has performed in a satisfactory manner as described in his/her most recent performance-rating report shall be entitled to any anniversary salary increments provided for in Appendix A.

6.7 Longevity Pay. The longevity rate of pay shall be as follows:

6.7.1 At the beginning of the 7th year of service, employees shall receive a 2.5% increase in salary.

6.7.2 At the beginning of the 10th year of service, employees shall receive a 2.5% increase from 6.7.1.

6.7.3 At the beginning of the 15th year of service, employees shall receive a 5.5% increase from 6.7.2.

6.7.4 At the beginning of the 20th year of service, employees shall receive a 5.5% increase from 6.7.3.

6.7.5 At the beginning of the 25th year of service, employees shall receive a 5.5% increase from 6.7.4.

6.8 Anniversary Date. The anniversary date is the first day of the month that the employee is employed, if he/she is in paid status one-half or more of the workdays in that month; otherwise it is the first day of the following month.

6.9 Language Pay. Employees other than bilingual instructional aides, who are required or asked by the District to use their bilingual language skill on a regular daily or monthly basis, shall be paid a 5% stipend on a daily or monthly regular rate of pay. If the usage is over seven days in one month, this shall be a 5% stipend of their regular rate of pay for each month worked.

6.10 Professional Growth. An employee shall receive a Professional Growth stipend of $300.00 per year for each 12 semester units earned in a District-approved college course, adult school and ROP course, workshop, institute program or other activity approved by the Superintendent. In order to qualify, the units must relate to the employee's job classification or work assignment.

6.10.1 A semester credit shall be granted on the basis of one unit for each 15 clock-hours in class, except where the school or college specifies that completion of a particular course qualifies for a specified number of semester units.

6.10.2 A committee of two members appointed by the Exclusive Representative and two administrators appointed by the Superintendent shall review all units submitted for approval and make recommendations to the Superintendent.

ARTICLE VII
EMPLOYEE BENEFITS

7.1 The District agrees to provide health, dental and vision benefits from a mutually agreed upon vendor. Employees will be allowed to select benefits from the following option packages:

7.2 Eligibility. The District shall contribute for benefits (health, dental, life and vision) a dollar amount not to exceed $13,500.00 for each full time classified employee and eligible dependent or dependents. In the event that the total premium(s) exceed the District contribution, the employee desiring coverage shall be required to complete a payroll deduction form for the difference between the District contribution and the total premium cost. The District's contribution shall be prorated for part-time employees as provided in paragraph 7.3.

7.2.1 Employees serving less than full-time or more shall have their District contribution prorated as provided below. The employee desiring coverage shall be required to complete a payroll deduction form for the difference between the District contribution and the total premium cost of the benefits option package selected.

Time of District Service	Contribution
75%-99%	100% of District Contribution
50%-74%	50% of District Contribution

7.2.2 A part-time employee who does not receive a prorated District contribution for any of the benefit option packages shall receive reimbursement of up to $27.00 per month, based upon the number of children covered, if the employee qualifies and is accepted into the State's Healthy Families Program.

7.3 District Distribution. The District shall make a total contribution of up to $13,500.00 toward the payment of benefit premiums for eligible full-time employees.

7.3.1 An employee who selects an option package that costs less than the District's contribution shall receive a rebate equal to the difference between the option selected and the District contribution at no expense to the District, i.e., less an employer's statutory deductions.

7.3.2 In the event that the premiums for any of the plans in Section 7.1 above exceed the negotiated AADUSD contribution for the benefits that the employee shall pay the excess through a pre-tax payroll deduction.

7.4 Leave of Absence. The District shall continue to contribute an employee's premium contribution while on paid leave status in the same manner as if the employee had remained in regular service.

7.4.1 Employees on District approved, unpaid leave of absence may elect to continue coverage by making payments as required by the District. The employee insurance coverage, under the District's master insurance contract(s), shall be canceled if a paid or unpaid leave expires and the employee does not return to active duty or if a premium payment is not received in the District Business Office by the first of the preceding month.

7.5 Retiree Benefits. An employee who retires into Public Employees' Retirement System ("PERS") from District employment shall be eligible to continue coverage under the District's medical insurance program as follows:

7.5.1 In order to qualify for this benefit, the employee must be a permanent, regular classified employee of the District and must be 55 years of age or older at retirement. An employee hired prior to July 1, 2007 must have fifteen (15) years or more of consecutive, full-time service (i.e., 75% or more of the workday) in the District and must retire directly into PERS from District service. An employee hired on or after July 1, 2007 must have twenty (20) years or more of consecutive full-time service (i.e., 75% or more of the workday) in the District and must retire directly into PERS from District service. An employee who has been designated by PERS as a disabilitant shall qualify for this benefit if he or she meets the service requirement. The employee must not be eligible for Medicare.

7.5.2 The District will provide up to the dollar amount paid for active employees (i.e., District Contribution) for the listed benefits on behalf of qualified employee and his or her eligible dependents until the employee is eligible for Medicare or reaches age 66, whichever comes first. The dollar amount provided will be equivalent to the amount of the District's contribution for health benefits provided active employees at the time the employee retires.

7.5.3 Providing the benefits set forth in 7.5 of this Article is contingent upon the continued agreement of the medical insurance provider to insure retirees and eligible dependents.

7.5.4 Contingent upon the continued agreement of the dental and vision insurance providers, an employee may continue dental and vision insurance coverages. In order to receive coverages pursuant to this paragraph, an affected employee is required to make payments to the District on a schedule established by the District.

7.6 Health Benefits Committee. The District agrees to convene a joint health benefits committee for the purpose of reviewing all facets of employee benefits provided to bargaining unit members of the District.

7.6.1 The committee shall analyze District benefit plans and investigate alternative plans with the purpose of improving health care options and reducing benefit

costs. The committee shall be composed of two (2) members selected by the Chapter and two (2) members from the District. The initial committee shall be established prior to the end of June 2024. Thereafter the Chapter shall inform the District within 30 days of the end of the fiscal year of any changes to its selected members on the committee. The committee shall meet at least twice annually unless an alternative schedule is mutually agreed upon in writing.

ARTICLE VIII
GRIEVANCE PROCEDURES

8.1 A "grievance" shall mean an allegation that there has been a violation, misapplication or misrepresentation of express provision(s) of this Agreement.

8.2 A "complaint" shall mean a problem an employee desires to be resolved which is not covered by this Agreement. Complaints shall be filed with the immediate supervisor or chief administrator of the work site.

8.3 A "grievant" shall mean an employee who is a member of the bargaining unit, or the Exclusive Representative. The Exclusive Representative may file a grievance on behalf of a specifically identified employee or employees.

8.4 A "day" shall mean a day when the District Office is normally open for business.

8.5 An employee may elect to be represented by the Exclusive Representative at all levels of the grievance procedure and must inform the District prior to the meeting at which the representative first appears.

8.6 An employee may present a grievance to the District and have such grievance adjusted without the intervention of the Exclusive Representative. Any adjustment shall not be inconsistent with the terms of this Agreement. The District shall not agree to resolution of the grievance until the District has notified the Exclusive Representative, provided a copy of the grievance and the proposed resolution and given the Exclusive Representative an opportunity to file a response.

8.7 Once a grievance has been initiated, all matters of dispute relating to it, which occur during the processing of the grievance, shall become a part of and be resolved in the grievance proceedings. Once a grievance has been resolved or a final decision has been rendered, the grievant shall not be entitled to initiate a new grievance on any matter of occurrence, which properly could have been included in the first grievance.

8.8 Time limits may be extended or shortened by written mutual agreement of the grievant or representative and the District. Except where time limits have been extended or shortened pursuant to this paragraph, failure of the grievant or the Exclusive Representative on the grievant's behalf to adhere to the time limits of level One, Two or Three shall constitute waiver of the grievance and acceptance of the District's action or decision at the appropriate level. If a grievance is filed after May 15 and before the end of the work year, the grievant may request that the time lines not toll during the summer recess. The District agrees to honor the request.

8.9 The grievant and a designated bargaining unit representative, if any, participating in the processing of the grievance shall suffer no loss in pay if meetings or appointments are mutually scheduled by the District and the Exclusive Representative. Witnesses who are called to testify in an arbitration hearing shall be on release time for the part of the school day for which they are absent for the purpose of testifying at the hearing.

8.10 No reprisal will be taken by the District against any participant in the grievance procedure by virtue of such participation. All written materials pertinent to a grievance shall be filed separately from the personnel file of the grievant or of any participant.

8.11 Until final disposition of the grievance takes place, the grievant shall conform to the original direction of the District. If a grievance arises at a level above the grievant's school principal or supervisor, the initial filing, which shall comply with the provisions of Level One, shall be made at Level Two.

8.12 Prior to filing a written grievance form at Level One, the employee should attempt to resolve the matter through an informal conference with the immediate supervisor. The employee may utilize the services of a representative at the informal conference.

8.13 Level One. Within 15 days of the alleged violation or within 15 days of the time that the grievant reasonably should have known of the alleged violation, the grievant or the grievant's representative shall file a grievance form with the principal or immediate supervisor.

8.13.1 The grievance shall contain the following: the employee's name, the date of filing, the date of the alleged violation, the specific Article(s) or section(s) of the Agreement which are claimed to have been violated, a brief description of the alleged violation and the specific relief requested.

8.13.2 Within 10 days of receipt of the grievance by the principal or immediate supervisor, a written decision should be issued to the grievant. If a written decision is not issued within the specified time limit, the grievance is denied and the employee may appeal to the next level.

8.14 Level Two. If the grievance is denied at Level One, the grievant may file a written appeal to the Superintendent or designee within 10 days of the Level One denial. The appeal shall contain all materials filed in Level One and the decision, if any, and a specific and concise statement of the reason for the appeal.

8.14.1 A meeting between the Superintendent or designee and the grievant shall be held within 10 days of the filing of the appeal. The Superintendent or designee shall transmit to the grievant within 10 days of the meeting a written decision, including the reasons for the decision.

8.14.2 If the Superintendent or designee does not transmit a written decision within the time limit, the grievance shall be deemed to be denied.

8.15 Level Three. If the grievance is denied at Level Two, the grievant may file written notice to the Superintendent or designee within 10 days of Level Two denial the intent to seek conciliation by the California State Mediation and Conciliation Service (SMCS).

8.15.1 The conciliation session shall be scheduled at the mutual convenience of the parties and the conciliator.

8.15.2 The conciliator shall not issue any public statements of fact or opinion on the issue.

8.15.3 Conciliation or settlement positions of either party shall not be introduced at any other grievance level.

8.16 Level Four. If the grievance is not resolved at Level Three Mediation, the Exclusive Representative may demand arbitration within 10 days of mediation concluding. If the grievant is satisfied with the mediated resolution decision, the Exclusive Representative is barred from instituting the arbitration procedure.

8.16.1 The arbitrator shall be selected by mutual agreement within ten (10) business days. If the parties cannot reach agreement, the parties will mutually agree to a mediator from a list provided by State Mediation and Conciliation Service.

8.16.2 If any question arises as to the arbitrability of the grievance or if the District claims that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, it was filed or processed in an untimely manner, or the dispute has become moot, such question shall be heard and ruled upon by the arbitrator prior to any hearing on the merits of the grievance.

8.16.3 If the District should choose to refuse to arbitrate a dispute, nothing in this section shall preclude the Association from seeking, through appropriate administrative or judicial proceedings, to compel the district to proceed to arbitrate. Processing and discussing the merits of an asserted grievance shall not constitute a waiver by the District of a defense that the dispute is not grievable or is not timely filed.

8.16.4 The parties shall share the per diem and expense costs of the arbitrator. Each party shall bear all other costs of its own case.

8.16.5 The arbitration shall be limited solely to the interpretation and application of this Agreement, to the precise issue(s) submitted in the original filing and any procedural objections made by the respondent. The arbitrator shall be bound by the provisions of Code of Civil Procedure Sections 1280, et seq.

8.16.6 The arbitrator shall have no power or authority to hear cases challenging the District's promulgation of rules or procedures for the implementation of this Agreement, the discipline or termination of a permanent employee, or the failure to reemploy or reassign any employee to a position for which the employee is compensated over and above regular placement on the salary schedule.

8.16.7 The arbitrator shall submit a written decision, including findings of fact, reasoning and conclusions on the precise issue(s) submitted. The arbitrator's decision shall be limited as follows:

8.16.7.1 Where the District has made a judgment involving the exercise of discretion, the arbitrator shall review such judgment solely to determine whether it violated the express terms of the Agreement. The arbitrator's judgment shall not be substituted for the judgment of the District.

8.16.7.2 The arbitrator shall not add to, subtract from, amend, modify or alter any provisions or procedures contained in this Agreement.

8.16.7.3 The arbitrator shall not issue statements of opinion or conclusions that are not essential to the determination of the issue(s) submitted.

8.16.8 The arbitrator's decision may include restitution, financial reimbursement, or other proper remedy except fines or penalties. The arbitrator shall have no power to grant a financial or remunerative award where no loss of money or wages has been proved or to grant an award of restitution or reimbursement that is greater than the amount of money lost by the alleged improper application of this Agreement.

8.16.9 The arbitrator's decision shall be binding on both parties and shall be submitted to the Exclusive Representative and to the District for review and implementation.

ARTICLE IX
SAFETY CONDITIONS

9.1 A safety Committee shall be formed and shall include at least two representatives designated by the Association.

9.2 The Committee shall make recommendations concerning improvement in health, safety and sanitation.

9.3 The Association and the District agree that the responsibility for safe working conditions is that of the Board, and the responsibility for the maintenance of safe procedures and practices is that of the employee.

9.4 Employees and/or Association safety representatives shall report in writing any unsafe conditions that exist to the designated safety officer within the District. The report should include recommendation for remedial steps to be taken.

9.5 The designated safety officer and the employee's immediate supervisor shall give written responses to reports of safety hazards, indicating current disposition and/or corrective action(s) in progress. Responses shall be sent within a reasonable time permitting investigation, evaluation and proposed determination.

9.6 Employees shall not be required to work under conditions in which a clear and present danger to their health or safety exists.

9.7 Because unit members are professionals in their classifications and because unit members, in the exercise of their duties, are role models for students, appearance and hygiene are the utmost importance. At all times, unit members, in the exercise of their duties, are required to wear clean clothing and to use daily hygiene.

9.8 Unit members are required to use proper safety measures in the performance of their duties (i.e., goggles, guards, etc.). If the necessary safety measures are not available, unit members are required to immediately report the absence of said safety measures to their immediate supervisor.

9.9 If the appropriate attire is disputed by the employer/employee, the district and the Association mutually agree to discuss the issue on an individual basis and try to reach an amicable solution.

ARTICLE X
TRANSFERS

10.1 Definition. A transfer is defined as a change from one shift to another or one worksite location to another, within the same job classification.

10.1.1 Notices of vacant positions shall be posted on Edjoin, at each school site and the District Office for the minimum of five (5) days prior to filling the position.

10.1.2 The District will give current employees first consideration for vacant positions.

10.2 Criteria for Transfer. The following criteria shall be used in consideration of a transfer request:

10.2.1 The need for efficient operation of the District.

10.2.2 The contribution the staff member can make in the new position.

10.2.3 The qualifications including the experience and recent training of the staff member compared to those of other candidates for both the position to be filled and the position to be vacated.

10.2.4 The length and quality of the service rendered to the District by the employee.

10.2.5 The recommendations of the immediate supervisor to whom the employee is currently responsible and the immediate supervisor where the vacancy exists.

10.2.6 The preference of the employee.

10.2.7 Affirmative action goals of the District.

10.3 Employee Initiated Transfer Requests. Any permanent employee covered by this Agreement shall have the privilege of requesting transfer to any job location within the same position classification, subject to the following conditions:

10.3.1 Submission of a request for transfer for the following school year, on the appropriate District form. Properly filed transfer requests shall be given administrative consideration and shall be valid for six months from the date submitted to the Superintendent's Office.

10.3.2 An employee's request for transfer shall bear the signature of that employee's present immediate supervisor. Such signature is acknowledgement only that the immediate supervisor has been informed of the employee's desire for transfer

consideration. Such signature does not necessarily imply approval or disapproval of the immediate supervisor, nor may the acknowledgement be withheld by the immediate supervisor.

10.3.3 The filing of a request for transfer is without prejudice to the employee and shall not jeopardize the present assignment. A request for transfer may be withdrawn by the employee in writing at any time prior to official notification of transfer approval.

10.3.4 The Superintendent shall notify appropriate immediate supervisors of employee requests for transfer. If requested vacancies develop, the employee shall be given an interview for such vacancies.

10.3.5 The District shall provide the employees and the appropriate immediate supervisors with official notification of the disposition of the voluntary transfer request.

10.3.6 The parties agree that transfers shall not be made or denied on arbitrary grounds and that in an attempt to maintain effective performance and satisfactory personnel relations, the following criteria will be the sole reasons for denial of a voluntary transfer:

10.3.6.1 There is no vacancy or there was an elimination of a vacancy and a withdrawal of vacancy announcement.

10.3.6.2 Failure to comply with the request procedure.

10.3.6.3 Abuse or misuse of leave as delineated in Article X. However, catastrophic illness or operation(s) of the unit member, or a member of the family of the unit member requiring the unit member's presence and bereavement shall not be considered as misuse or abuse of the leave provisions.

10.3.6.4 Less than satisfactory evaluations.

10.3.6.5 Best interests of the District and pupils and determined by the Superintendent, subject to Board review.

10.3.7 In the event there are two or more employees requesting a transfer, the following criteria will be considered in meeting the overall staffing needs:

10.3.7.1 Length of service (seniority).

10.3.7.2 Training, experience and evaluations.

10.3.7.3 If two or more employees requesting a transfer are considered equal by all other criteria, seniority shall be the determining factor.

10.3.8 Upon written request within 10 workdays of the denial of a transfer request, the unit member shall be given a conference and written reason(s) for such denial.

10.3.9 Unit members requesting transfers shall not be required to test for the transfer position if it is in the same classification.

10.4 Employer Initiated Transfers: A transfer may be made by the District at any time for any of the following reasons:

10.4.1 In order to balance the staff to meet affirmative action obligations or other legal obligations.

10.4.2 A change in enrollment or workload necessitating transfer of classified staff.

10.4.3 The best interest of the District and pupils as determined by the Superintendent, subject to Board review.

10.4.4 Assignment or reassignment of member of immediate family. If family relationships change (such as a result of marriage) during the school year, the employee's assignment is subject to review by the Superintendent, based upon the educational needs of pupils. The Superintendent may arrange an administrative transfer.

10.4.4.1 A list of District vacant assignments within the individual's present classification will be made available to each employee being considered for administrative transfer. By seniority, employees may request positions, in order of preference, to which a transfer is desired.

10.4.4.2 An employee may request a conference or written statement regarding reasons for the administrative transfer.

10.4.4.3 Employees shall not be discriminated against on the basis of marital status when being considered for transfer or promotional position.

10.4.4.4 Administrative transfers may be made under this section to avoid an employee being under the supervision of his/her spouse or relative.

10.4.5 An opportunity to evaluate an employee in a different school or location.

10.4.6 Significant personality conflicts. An employee may request a conference or written statement regarding the reasons for the administrative transfer.

10.4.7 When the District initiates a transfer as a result of a layoff or reduction of hours, it must transfer the least senior person within that classification, unless mutually agreed to between the District, the least senior person and another employee within that classification.

10.4.8 A unit member who is subject to an employer-initiated transfer during the work year shall be given five (5) workdays (in the regular work week) advance notice, unless circumstances dictate an immediate transfer is necessary. The notice will include, worksite, start date and time of new assignment, new supervisor, and the reason for the transfer. An immediate transfer is defined as an event where there is a concern for the safety of the employee being transferred, or in the event a student's IEP or 504 requires an aide. In the event of an employee must be transferred due to an IEP or 504, the District shall first seek volunteers for a temporary assignment by seniority at the site, within the classification, and then lower classifications within the classification group. If no volunteers are found, then unit members will be involuntarily transferred from least senior within the classification. The District shall post the vacant position, and the unit member assigned temporarily shall have the option to apply for the vacancy, or shall return to their previous classification and assignment if they choose not to apply.

ARTICLE XI
LEAVES

11.1 Bereavement Leave. The purpose of bereavement leave utilization shall be for the death of a member of the immediate family as defined in this paragraph. An employee exercising this leave of absence provision shall notify the District of the circumstances and the expected duration of the absence as soon as possible.

11.1.1 An employee shall be granted paid leave of up to five days for bereavement. Additional days of absence beyond those may be provided under the terms of the personal necessity leave provision.

11.1.2 Immediately upon return to active service, the employee shall complete the District absence form and submit it to the immediate supervisor. The employee shall provide, upon district request, additional verification of the use of these leave provisions.

11.1.3 The immediate family shall be defined as the mother, father, grandmother, grandfather or grandchild of the employee represented by an exclusive bargaining unit, or of the spouse/domestic partner of the employee, and the spouse/domestic partner, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law, sister-in-law, stepson, stepdaughter, stepfather or stepmother of the employee, uncle, aunt, niece, nephew, foster children, or any relative living in the immediate household.

11.1.4 Bereavement leave can be utilized for pregnancy loss or miscarriages of any unit member, a unit member's family, or non-relative living in the immediate household, pursuant to Government Code §12945.6.

11.2 Industrial Accident and Illness Leave. Industrial accident and illness leave shall be granted for illness or injury incurred within the course and scope of an employee's assigned duties. An employee who has sustained a job-related injury or illness shall report the injury or illness to the immediate supervisor as soon as possible. Forms for these procedures shall be available to all employees from the supervisor or designee.

11.2.1 Allowable leave shall be for not more than 60 days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same illness or accident. Allowable leave shall not be accumulated from year to year. The leave shall commence on the first day of absence and shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award. When the leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.

11.2.2 Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Board of Trustees authorized travel outside of the state.

11.2.3 The employee shall endorse to the District the temporary disability indemnity checks received on account of illness or injury. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants. Upon conclusion, of this leave, an employee may utilize any available sick leave benefits, providing that any sick leave utilization when combined with any temporary disability indemnity shall not exceed 100% of the employee's normal compensation.

11.2.4 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave, under this section has been exhausted, entitlement to other sick leave, vacation, or other paid leave may then be used. If however an employee is still receiving temporary disability payment under worker's compensation laws of this state, the employee shall be entitled to use only so much of available sick leave and vacation leave, which, when added to the workers' compensation award, provides for a day's pay at the regular rate of pay.

11.2.5 An employee shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from the authorized workers' compensation physician certifying the employee's ability to return to the position held prior to the accident or illness without restrictions or detriment to the employee's physical and emotional well-being.

11.3 Judicial and Official Appearance Leave. Judicial and official appearance leave may be granted for purposes of regular called jury duty, appearance as a witness in court other than a case where the District is a party and other than as one who is engaged in a lawsuit, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. The employee seeking a paid leave for these purposes shall submit a request accompanied by the official order for an approved absence of the immediate supervisor. Such request shall be submitted not less than 10 days prior to the beginning date of the leave.

11.3.1 An employee may be granted leave not to exceed the duration of the requirements of the official order for participation and appearance.

11.3.2 Immediately upon return to active service, the employee shall complete the District absence form and submit it to the immediate supervisor. The employee shall provide, upon district request, additional verification of the use of these leave provisions.

11.4 Unpaid Personal Leave. An employee may request an unpaid personal leave of absence for reasons not enumerated elsewhere in the Agreement. The employee seeking the leave shall submit a request, including the reasons and any supporting information related thereto and the duration of the length of any requested leave.

11.4.1 For leaves of five workdays or less, the employee shall submit the request to the immediate supervisor not less than five workdays prior to the beginning date of the leave. The decision of the immediate supervisor for approval or denial of these requests shall be final.

11.4.2 For an extended leave in excess of five workdays, including the balance of the school semester/year or a full school semester/year, the employee shall submit the request to the Superintendent for recommendation and presentation to the Board of Trustees for approval or denial. An employee requesting an extended leave shall submit the request not less than 10 days prior to the next meeting of the Board of Trustees.

11.4.3 The employee shall be reinstated to the position classification held prior to the leave or to a position for which the employee is certified.

11.4.4 If the leave was granted for personal health reasons, the employee shall be required to submit a medical statement from a licensed physician indicating an ability to assume assigned duties without restrictions or detriment to the employee's physical or emotional well-being prior to return to active duty.

11.5 Personal Necessity Leave. Personal necessity leave may be utilized for circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitate the employee's immediate attention and which cannot be dealt with during off-duty hours. Employees shall submit a request for personal necessity leave approval on a District approved form to the immediate supervisor, normally not less than one workday prior to the beginning date of the leave.

11.5.1 An employee may use not more than nine days per year of accumulated and available sick leave for purposes of approved personal necessity leave.

11.5.2 The prior approval required for personal necessity leave shall not apply to the following reasons:

11.5.2.1 Death or serious illness of a member of the employee's immediate family.

11.5.2.2 Accident involving the person or property of the employee or the person or property of the employee's immediate family.

11.5.3 When prior approval is not required, the employee shall make every effort to comply with District procedures designed to secure substitutes and shall notify the immediate supervisor of the expected duration of the absence.

11.5.4 Immediately upon return to active service, the employee shall complete the District absence form and submit it to the immediate supervisor. The employee shall provide, upon District request, additional verification of the use of these leave provisions.

11.6 Child Rearing Leave. In the event an employee desires an unpaid leave of absence for the preparation for the birth of a child, adoption of a child or for continued care after birth or adoption, the employee may apply for child rearing leave by submitting a written request to the Superintendent. Such leave shall be granted at the discretion of the District and shall be considered as unrelated to any possible disability of the employee.

11.7 Sick Leave. The purpose of sick leave utilization shall be for absences which are medically necessary and caused by illness, injury or quarantine. An employee working five days per week for a full contract year shall earn 12 days (96 hours) of paid sick leave per year. An employee working less than full-time shall be entitled to sick leave in the same ratio that the part-time employment bears to full-time employment. Employees, upon initial employment, shall be eligible to take not more than six days (or the proportionate amount) of leave until the first calendar month following six months of service.

11.7.1 The District, on July 1 of each year, shall credit each employee with one hundred (100) work days of paid sick leave including the entitlement described in section 11.7. Upon exhaustion of all accumulated sick leave credit, an employee covered by this Agreement shall receive fifty percent (50%) of their regular salary for a period not to exceed one hundred (100) working days. In order to qualify for fifty percent (50%) pay an employee shall first utilize all accumulated sick leave credit and in no event shall days of fifty percent (50%) pay when combined with days of accumulated sick leave credit exceed one hundred (100) days in any school year. Such leave shall be exclusive of any other paid leave, holidays, vacation or compensated time to which the employee may be entitled. Upon request, employees shall furnish the District a physician's verification of illness. The 100 days of paid sick leave are credited each school year; unit members do not receive a new 100 days per illness or injury. An employee may utilize any other available

paid leave, holidays, vacation, or compensatory time off to make up the difference between the 50% and a full days' wage.

11.7.2 An employee shall notify the supervisor of the need to be absent from service as soon as known, but in no event later than one hour prior to the start of the work shift without a reasonable excuse. The notification shall also include an estimate of the expected duration of the absence. An employee becoming aware of the need for the absence due to pregnancy, surgery or other predictable or previously scheduled cause shall submit a statement from the attending physician as far in advance of the initial date of absence as possible. The physician's statement shall include the beginning date of the leave, the cause for the leave and the anticipated date of the return to active service.

11.7.3 Immediately upon return to active service, the employee shall complete the District absence form and submit it to the immediate supervisor. The employee shall provide, upon District request, additional verification of the use of these leave provisions.

11.7.4 An employee who has experienced a disability absence requiring surgery, hospitalization or extended medical treatment, shall be required to submit a medical statement indicating an ability to return to his/her position classification without restrictions or detriment to the employee's physical and emotional well-being prior to return to active duty.

11.7.5 If an employee's duty hour is completed by 6:00 p.m., the District Office must be notified of his/her intent to return to duty by 4:00 p.m. on the day of the absence. If an employee's duty hours are completed after 6:00 p.m., the District office must be notified of the employee's intent to return to duty by 10:00 a.m. on the day of intent to return to duty. An employee shall not be allowed to return to service and shall be charged with one additional day of sick leave absence if the employee fails to notify the District of intent to return to duty and by such notification failure a substitute is secured.

11.7.6 An employee, upon initial employment, who had been an employee of a public school system in California for a period of one calendar year or more shall be allowed to transfer accumulated sick leave from the prior district, provided the sick leave is transferred within one year of the date of termination from the previous school employer.

11.8 Vacation Leave. Employees who regularly provide service to the District less than 12 months per school year shall be required to take paid vacation leave during the year it is earned as provided in the employee work calendar established by the District, shall have

his or her remaining vacation pay calculated and made a part of regular earnings at the end of the fiscal year, as provided by paragraph 11.8.1.

11.8.1 An employee working five days and 35-40 hours per week for a full work year, and who is in paid status for more than one-half of the workdays each month, shall be credited with 1.00 day of vacation credit for each month of service. An employee working who is in paid status for less than one-half of the workdays in any given month shall be credited with .05 hour of vacation credit for each hour of paid service, exclusive of overtime. An employee working less than full time shall be credited with vacation leave in the same ratio that the part time employment bears to full-time employment. An employee shall be credited with 1.25 vacation days per month at the conclusion of five full contracted years of service and 1.50 vacation days per month at the conclusion of 10 full contracted years of service, and 1.75 vacation days per month at the beginning of 15 full contracted years of service.

11.8.2 The employees eligible for paid vacation shall be allowed to absent themselves from services as directed and authorized by the immediate supervisor. In no event shall employees commence vacation without the written approval and authorization of the immediate supervisor. Employees shall not be eligible to take vacation until after the completion of six months' service.

11.8.3 If a paid holiday falls at a time an employee is on vacation, the employee shall be compensated for that day as a holiday rather than a day of vacation.

11.8.4 Any part-time or 11 month employee, at their discretion, shall utilize annual vacation within the fiscal year in which the vacation was earned. At the employees' discretion, they shall have the ability to use their accrued vacation time to cover for spring and winter breaks, and non-student day, unless the employee requests an unpaid day. monetary compensation in lieu of vacation time.

11.8.5 Any 8 hour and 12 month employees unused vacation shall continue to roll over.

11.9 Family Care and Medical Leave Act. As set forth in federal and state statutes, family care and medical leave is available to an employee with 12 months of paid service with the District during the previous 12 months. Except as set forth in paragraphs 11.9.3, 11.9.4.2 and 11.9.7, the leave is an unpaid leave of absence. This leave does not constitute a break in service and the employee remains in regular employee status with the District.

11.9.1 An employee may request leave for up to 12 workweeks during a fiscal year for:

11.9.1.1 The birth of a child of the employee, or the replacement with the employee of a child in connection with adoption or foster care;

11.9.1.2 The care of the employee's child, spouse or parent who has a serious health condition; or

11.9.1.3 The employee's own serious health condition that makes the employee unable to perform the functions of the position held by the employee, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions.

11.9.2 An employee who requests leave to care for a child, a spouse or a parent who has a serious health condition shall be required to submit a certificate from the health care provider. The certificate shall verify the date on which the serious health condition commenced and the probable duration of the condition, and shall estimate the amount of time that the health care provider believes the employee needs to care for the individual requiring the care. The certificate also shall contain a statement that the affected individual's condition warrants the participation of a family member to provide care.

11.9.2.1 When it is medically necessary, the leave may be taken intermittently, but in no case in increments of less than 2 work weeks, unless the health care provider certifies that the leave must be taken in one-week increments.

11.9.2.2 If additional leave time is needed after the time estimated by the health care provider expires, the employee is required to provide recertification in the same manner specified above.

11.9.2.3 When the leave is for "child rearing" connected with the birth, adoption or placement of a child in foster care and both parents of the child are employed by the District, the cumulative period of leave shall be no greater than 12 workweeks.

11.9.3 Notwithstanding any other provision of this Agreement to the contrary, an employee is required to use any available accrued vacation or compensatory time off for the purposes set forth in paragraph 11.9.2 inclusive. If the employee has exhausted all available vacation or compensatory time off, the employee shall be required to use available accrued sick leave benefits.

11.9.4 An employee who requests leave for the employee's own serious health condition shall be required to submit a certificate from the health care provider. The

certificate shall verify the date on which the serious health condition commenced and the probable duration of the condition, and shall contain a statement that the employee is or will be unable to perform the functions of the employee's position due to the serious health condition.

11.9.4.1 If additional leave time is needed after the time estimated by the health care provider expires, the employee is required to provide recertification in the same manner specified above.

11.9.4.2 The employee is required to use any available accrued sick leave for the purpose set forth in paragraph 10.9.4, inclusive. If the employee has exhausted all available accrued sick leave benefits, the employee shall be required to use accrued vacation or compensatory time off.

11.9.5 As a condition of the employee's return to work, the employee shall provide acceptable medical certification of the ability to resume the duties and responsibilities of the employee's position.

11.9.6 If an employee's need for family care and medical leave is foreseeable, reasonable advance notice shall be given. Where the need for family care and medical leave is known more than 30 days before the leave is to begin, the employee shall provide written notice to the District at least 30 days prior to the commencement of the leave.

11.9.6.1 Where the need for leave becomes known less than 30 days before the leave is to begin, the employee shall give written notice at least five days prior to the commencement of the leave, if possible. In such a case, the District will notify the employee of the commencement date of the leave.

11.9.6.2 When leave is needed for a planned medical treatment or supervision, the employee is required to make a reasonable effort to schedule the treatment or supervision to avoid disruption of District operations. This scheduling requirement shall be subject to approval of the health care provider.

11.9.7 An employee who is granted leave shall continue to be eligible for health insurance for 12 workweeks during a fiscal year at the level and under the conditions that coverage would have been provided if the employee had continued in active employment.

11.9.7.1 The District is entitled to recover its contribution to the employee's

health coverage if the employee fails to return from leave for reasons other than the continuation, recurrence or onset of a serious health condition that otherwise entitles the employee to take family care and medical leave or for other circumstances beyond the employee's control.

11.9.8 At the conclusion of the family care and medical leave, the employee shall be returned to the same classification held by the employee prior to the commencement of the leave.

11.9.9 For the purpose of the paragraph 11.9:

11.9.9.1 "Child" means a biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing in loco parentis as long as the child is under 18 years of age or an adult dependent child.

11.9.9.2 "Parent" means a biological, foster or adoptive parent, a stepparent or a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.

11.9.9.3 "Serious health condition" means an illness, injury, impaired or physical or mental condition that involves either inpatient care in a hospital, hospice, residential health care facility or continuing treatment or supervision by a health care provider as defined by applicable law.

11.10 Catastrophic Leave. For the purposes of this article, 'Catastrophic illness' or 'injury' means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for the family member and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.

11.10.1 The affected employee shall fill out an application form for catastrophic leave and shall attach a written statement and verification from a licensed physician or practitioner indicating the nature and extent of the illness or injury, the projected date of the employee's return to work and a statement that the employee is medically unable to work due to the illness or injury.

11.10.1.1 Where the application is based on the catastrophic illness or injury of a member of the employee's immediate family, all required medical information, statements and verifications shall be related to the affected family member. In addition, the employee shall

attach a written statement indicating the circumstances that require the employee's absence from work.

11.10.2 An affected employee's pay pursuant to this provision shall consist of the sick leave credit, vacation or extra duty credits that are donated to the employee by other employees.

11.10.2.1 Donations of sick leave/vacation credit shall be made in blocks that are equivalent to 10 days following the donation.

Pursuant to Education Code section 44043.5 (d)(3), the transfer of eligible leave credits is irrevocable. An employee who donates sick leave credits shall be required to have a sick leave balance equivalent to 10 days following the donation.

11.11 Hospice Leave. An employee shall be granted paid leave of up to five days for hospice care of any immediate family member as defined on Article 11.1.3. Additional days of absence beyond those may be provided under the terms of the personal necessity leave provision.

ARTICLE XII
EVALUATION PROCEDURE

12.1 Probationary Employee Evaluations. The probation period shall be six months or 130 days of paid service, whichever is longer. An evaluation shall be done prior to the expiration of the probationary period. A permanent unit member who is promoted shall be classed as a permanent employee in the promotional position following the completion of a five (5) month period of paid service. In the event a unit member fails to complete the probationary period in the promotional position as a result of not meeting District standards in one or more representative duties on the applicable evaluation form, that unit member shall be reemployed as a permanent employee in his/her last former classification.

12.1.1 The rating forms shall be completed and signed by the employee's immediate supervisor prior to an evaluation conference between the employee and the supervisor. The formal rating shall contain information bearing on employee performance related to the evaluation criteria established by the District. The data gathered relative to employee appraisal shall be in conformity with the evaluatee's job description as prescribed by the District.

12.1.2 The rating shall contain an appraisal of the employee's performance and as appropriate, commendations or specific suggestions for the improvement of the evaluatee's performance.

12.1.3 The evaluatee shall receive a written copy of the performance forms at a personal conference conducted by the evaluator. The evaluatee may attach a written response to the performance evaluation. Such written response by the employee shall be reviewed by the Superintendent prior to placement in the evaluatee's file.

12.1.4 The evaluator's judgment and recommendations contained in the evaluation appraisals shall not be subject to the Grievance Procedures (Article VII) contained in this Agreement.

12.2 Permanent Employee Evaluations. Regular permanent classified employees shall receive one formal written performance rating on District approved forms each year. Normally these ratings shall be completed by the end of each year's service. A permanent employee may be evaluated by his/her immediate supervisor at any other time if exemplary or unsatisfactory service is performed, but shall be evaluated by the immediate supervisor within a reasonable length of time after unsatisfactory service is performed.

12.2.1 The rating forms shall be completed and signed by the employee's immediate supervisor prior to an evaluation conference between the employee and the immediate supervisor. The formal rating form shall contain information bearing

on employee performance related to the evaluation criteria established by the District. The data gathered relative to employee appraisal shall be in conformity with the evaluatee's job description as prescribed by the District.

12.2.2 The rating shall contain an appraisal of the employee's performance and as appropriate, commendations or specific suggestions for the improvement of the evaluatee's performance.

12.2.3 Employees shall be provided with copies of any derogatory written material 10 workdays before it is placed in the employee's personnel file. The employee shall be given an opportunity during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.

12.2.4 The evaluatee shall receive a written copy of the performance rating forms at a personal conference conducted by the evaluator and proof of the transmission of the rating to the evaluatee shall be established by the evaluator. The evaluatee may attach a written response to the performance evaluation. The Superintendent shall review such written response by the employee prior to placement in the evaluatee's personnel file.

12.2.5 The evaluator's judgment and recommendations contained in the evaluation appraisals shall not be subject to the Grievance Procedures (Article VII) contained in this Agreement.

ARTICLE XIII
EMPLOYEE DISCIPLINE

13.1 Discipline shall be imposed upon bargaining unit employees only pursuant to the terms of this Article. Disciplinary action shall be for just cause and shall be administered in accordance with the provisions of this Article. Disciplinary action is intended to be corrective rather than punitive. Where the District determines it to be appropriate, disciplinary action against an employee will follow the progression set forth in paragraph 13.1.1.

13.1.1 "Discipline" shall mean the following action initiated by the District against a permanent classified employee: suspension without pay, demotion or termination.

13.1.2 The District and the Association agree that the following are not considered disciplinary actions: oral warning, incident report, written warning or deduction of pay for being absent without leave (AWOL). The provisions and procedures of this Article shall not apply to matters that are excluded from the definition of discipline. Also specifically excluded from the scope of this Article are materials that are placed in The District's personnel file pursuant to the provisions of ARTICLE XII, EVALUATION PROCEDURE.

13.1.2.1 No disciplinary action shall be taken for any cause that arose prior to the employee becoming permanent or for any cause that arose more than two years preceding the date of the notice of disciplinary action unless such cause was concealed or not disclosed by the employee when it reasonably could be assumed that the employee should have disclosed the facts to the District.

13.1.3 The following constitute grounds for discipline:

13.1.3.1 Absence without leave.

13.1.3.2 Excessive, repeated or unexcused absences or tardiness.

13.1.3.3 Insubordination or refusal to perform the duties of the position.

13.1.3.4 Conviction of any criminal act involving moral turpitude.

13.1.3.5 Use of District time, facilities, equipment or supplies for private gain or advantage.

13.1.3.6 Discourteous, offensive or abusive conduct or language toward other employees, pupils or the public.

13.1.3.7 Incompetency, inefficiency or neglect in the performance of the duties of the position.

13.1.3.8 Duplication or use of any key to a District facility or property without prior authorization.

13.1.3.9 Negligence or willful damage to public property.

13.1.3.10 Dishonesty by falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records or any other District records.

13.1.3.11 Participation in any business activity or enterprise or acceptance of any employment that is clearly inconsistent, incompatible, in conflict with or inimical to the duties of the position.

13.1.3.12 Violation of or refusal to obey the school laws of the state or reasonable regulations prescribed by the State Board of Education or by the Board of Trustees.

13.1.3.13 Persistent violation of or refusal to obey safety rules or regulations made applicable by the board or by an appropriate state or local government agency.

13.1.3.14 Abandonment of position.

13.1.3.15 Possession of, consumption of or intoxication due to the consumption of any alcoholic beverage on District premises or while on duty at any location.

13.1.3.16 Possession of, consumption of or being under the influence of any narcotic, restricted dangerous drug or other controlled substance which is regulated by the California Uniform Controlled Substances Act on District premises or while on duty at any location, unless such possession is under a valid written prescription.

13.1.3.17 Incapacity due to mental or physical disability as determined by a medical examination.

13.1.3.18 Inability to perform assigned duties due to failing to meet or retain job qualifications (including but not limited to failure to possess required licenses and or failure to pass required tests.)

13.1.3.19 Unauthorized use of the District's computer system or unauthorized use of another employee's password to gain access to the District's computer system.

13.1.3.20 Other acts that constitute just cause for disciplinary action.

13.2 Pre Discipline Investigation. Any matter, which may result in discipline, shall be brought to the attention of the Superintendent or designee. The Superintendent or designee shall investigate the matter and shall hold an informal meeting with the employee or, if requested by the employee, with the employee and a representative within fifteen (15) days after the matter has been brought to the attention of the Superintendent.

13.2.1 The employee shall be informed of the right to be accompanied to the meeting by a representative; the employee shall sign a statement to that effect.

13.2.2 As a part of the investigation, the employee shall be notified in writing of the allegations and shall be given an opportunity to respond and to comment on the appropriate disposition.

13.3 Notice of Discipline. Within fifteen (15) days of the conclusion of the investigation, the Superintendent or designee shall give the employee written notice of the intended disciplinary action, if any.

13.3.1 The notice of disciplinary action shall be personally served upon the employee and shall be signed for and dated upon receipt, or it shall be sent by United States certified mail, return receipt requested, addressed to the employee at his or her last known address.

13.3.2 Where the employee has utilized the services of a representative during the investigation, the representative shall also be sent a copy of the notice.

13.3.3 The notice of disciplinary action shall inform the employee of the charges as well as the effective date of discipline, which shall be not less than six days after service of the notice. The notice shall contain a statement in ordinary and concise language of the specific acts and omissions upon which the disciplinary action is based, a statement of the cause for the action, and if it is claimed that an employee has violated a rule or regulation of the public school employer, such rule or regulation shall be set forth in the notice.

13.3.4 The notice shall inform the employee of the right to demand a hearing before the Board of Trustees and the time in which the hearing must be demanded, this shall not be less than five days after service of the notice.

13.3.5 The notice shall also contain a form, the signing and filing of which shall constitute a demand for hearing and denial of all charges. Failure to file the demand for a hearing as set forth in the notice shall constitute a waiver of the right to an appeal and the discipline shall be final.

13.4 Appeal of Disciplinary Action. If the employee files the demand and denial, the following shall apply:

13.4.1 The Board of Trustees shall hear the appeal, unless in its discretion, chooses to have the hearing before a hearing officer.

13.4.1.1 The hearing officer shall hold a hearing and shall issue written findings of fact, conclusions and an advisory recommendation to the Board of Trustees. Thereafter, the Board shall consider the hearing officer's findings, conclusions and recommendation and shall make a final determination on the disciplinary action.

13.4.2 The hearing shall be conducted pursuant to the following procedures:

13.4.2.1 The burden of proof to support the discipline rests with the District.

13.4.2.2 The employee, and a representative, if the employee desires, may present evidence or argument prior to the hearing officer or Board making a decision.

13.4.2.3 If the hearing is before a hearing officer, following the appeal hearing and recommended decision from the hearing office, the Board shall adopt, modify or reject discipline.

13.4.2.4 The hearing officer's decision shall be in writing and shall set forth the findings of fact, conclusions and reasons for the hearing officer's determination.

13.4.2.5 If the Board either modifies or rejects the discipline Determination, the employee's personnel records shall be adjusted to reflect the Board's decision.

13.4.2.6 The decision of the Board shall be final.

13.5 Miscellaneous Provisions. When the Superintendent or designee determines that the needs of the District so require, an employee may be suspended immediately on an emergency basis prior to the completion of the procedures set forth in paragraphs 13.3.1 and 13.4.

13.5.1 Any proposed suspension of a bargaining unit member, except an immediate suspension made pursuant to paragraph 13.5 or the laws of the State of California or the United States of America, shall be stayed until completion of the appeal process if the proposed suspension is challenged. In such a case, the suspension and any denial of compensation shall be an issue in the appeal hearing before the Board, if one is requested by the employee.

13.6 All information and proceedings regarding any of the above actions or proposed actions, shall be kept as confidential as possible by all parties to the proceeding. The notification to the employee and the employee's representative as set forth in paragraphs 13.3.1 and 13.3.2 shall not be considered a violation of the terms of this paragraph.

13.7 Nothing contained with this procedure shall be interpreted to deny an employee the right to seek judicial review of a disciplinary action following the completion of the procedures contained in this Article.

ARTICLE XIV
EMPLOYEE EXPENSES AND MATERIALS

14.1 Repairing or Replacing Employee Property. The District shall reimburse an employee for each incident for any reasonable loss, damage or destruction of registered personal property of the employee, up to $125.00, while on duty on school property or on a school approved activity if not covered by insurance. The value shall be determined by the employee and the District.

14.2 Physical Examinations. The District agrees to provide the full cost of any medical examination required as a condition of employment or continued employment, including but not limited to the provision outlined in Education Code Section 11708 or its successor.

ARTICLE XV
LAYOFFS

15.1 Layoffs. For the purpose of this article, seniority shall be based on the date of hire. All service in the class plus higher classes in the line of promotion shall count as seniority. Reemployment Rights shall be based on reverse order of layoff, due to "lack of funds or layoff for lack of work" as defined in the California Education Code Sections 45101 (g) and 45308, as well as layoffs pursuant to 45117(g). Additionally, the parties agree to the terms set forth below.

15.2 When a bargaining unit member is identified to be laid-off, the District agrees to meet and provide written notification to the affected employee and a CSEA representative or bargaining team member, by March 15th (unless another date is prescribed by law) for any layoff occurring in the next school year. The District shall notify the employee and the Association by or before the posting of a Board Agenda for a Board Meeting at which a layoff resolution will be adopted. In the event that the District is unable to meet with the affected employee, the District agrees to send the lay-off notice to the affected employee, via regular US Mail.

15.2.1 Short Term and Substitute Employees. Prior to the layoffs of any classified employee, the District shall remove all short-term employees and substitutes in that classification.

15.2.2 Bumping Rights. An employee laid off from his/her present class may bump into the next equal or lower class in which the employee has greater seniority. The employee may continue to bump into such equal or lower classes to avoid layoff, provided the employee has worked previously in the lower-class position. All bumping rights must be exercised by May 1st for layoffs occurring in the next school year. Employees desiring to exercise their option to "bump" shall submit their request in writing, either by personal delivery or via certified mail, to the Human Resources Department within a two (2) working day period from the date the notice of layoff was mailed or the date of postmark on the envelope if the letter is returned marked, "undeliverable", by the Post Office. In some instances, a layoff may require the issuance and service of a greater number of notices than the number of employees who will actually be laid off.

15.2.3 Specially Funded Programs. When classified positions must be eliminated as a result of the expiration of a specially funded program (Education Code §45117(g)), the employee 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 and reemployment rights.

15.2.4 Unit members laid off are eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants for classification from which unit members were laid off and any other classification in which the minimum qualifications are met.

15.2.5 Laid off unit members must submit an application for vacancies for, which the unit member meets the minimum qualifications.

15.2.6 The District agrees to send, via e-mail (if provided) and regular US Mail for those requesting it to all classified employees who have been laid off notice of all vacant bargaining unit positions. If an e-mail is not provided the District will make a phone call informing the employee.

15.2.7 Unit members notified of vacancies shall have ten (10) calendar days, upon the notices being sent, to inform the District that they are interested in a vacancy and/or to fill out an application for a vacancy outside of the unit member's previous classifications.

15.2.8 Unit members who are hired off the layoff/reemployment list into a position for which they have not previously gained permanence, will be required to serve probationary period of six (6) months or 130 days of paid service, whichever is longer. If the unit member fails to meet the probationary period, the unit member will have the right to return to the reemployment list for the remaining months left on the original 39-month period (e.g., if employee is rehired after being on the 39-month reemployment list for 3 months, but fails to complete the probationary period, the employee would return to the reemployment list and be eligible for rehire for the remaining 36 months). Time spent on the reemployment list will not count as a break in service for purposes of calculating seniority.

15.2.9 Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff, or to remain in their present positions rather than be reclassified, or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months for a total of 63 months. (Education Code Section 45298)

15.2.10 Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the unit member, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority. (Education Code Section 45298) The Parties agree to the following partnership collaboration: The District agrees to forward to CSEA copies of notices provided to unit members affected by the layoff/reduction in hours and/or displacement rights, as well as a copy of the most current reemployment list.

15.2.11 Seniority Roster. The District shall provide California School Employees Association with an updated seniority roster within 10 business days upon request.

15.3 The District shall not reassign work previously performed by laid off employees, including employees who were reduced in hours, to non-bargaining unit members such as confidential, supervisory, administrative, management, certificated substitute and/or short-term employees as well as volunteers, except as allowed and permitted by law.

15.4 Any reassignment of duties caused by the elimination of positions shall first be assigned to unit members working within the same job classification. The District agrees that such reassignment of duties shall not result in an excessive workload for unit members. When work is reassigned as a result of the elimination/reduction of positions, the supervisor or other District designee shall meet with the unit member(s), who will be impacted to discuss the new changes. If a unit member has a concern about the new changes, unit member and, at the option of the unit member, CSEA Representative will meet with the supervisor to address such concern(s). In such a circumstance, the supervisor, or other District designee, shall prioritize the unit member's job duties. The prioritization of such duties is not an admission or a concession by the District that the unit member's workload is excessive. Employees who are laid off and/or working in a reduced hour capacity shall be offered work as a substitute for any classification for which they are qualified, to include classifications other than the class from which they were laid off. These employees shall be offered such substitute assignments prior to any other employees on the substitute list.

15.5 Health and Welfare Benefits. The District agrees to continue health and welfare benefits for all laid off employees as if the relationship of the parties had not been severed. The District shall continue to provide these benefits through the end of the month in which the employee is laid off.

15.6 Unemployment Benefits. The District agrees that it shall not contest or otherwise appear in opposition to any laid off employee who files for unemployment benefits. If there is an exception the District will meet and confer with CSEA.

15.7 Retirement in Lieu of Layoff. Any classified employee eligible for retirement may elect to accept service retirement in lieu of layoff without loss of reemployment rights as provided in this agreement, provided written notification is given to the District of such election.

15.8 This Article satisfies the obligations of the District to negotiate the impact and effects of any layoffs.

ARTICLE XVI
CONCERTED ACTIVITIES

16.1 It is agreed and understood that there will be no strikes, work stoppage, slowdown, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the District by the Association or by its officers, agents or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activities.

16.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

16.3 It is agreed and understood that any employee violating this Article may be subject to discipline, up to and including termination by the District.

16.4 It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement or in District policy from any employee or the Association.

16.5 The District further agrees that there shall be no action taken to cause the employee to be unable to perform services due to an employer lockout.

ARTICLE XVII
SECURITY

17.1 When bargaining unit members have the opportunity to work extra duty for events requiring campus security, the assignment shall be posted in advance dependent on the information available. Extra-duty opportunities shall be offered to Classified campus security personnel in order of district-wide seniority on a rotating basis. If an extra-duty opportunity is refused, the rotation will continue until complete.

If no campus security personnel are available, extra-duty shall be offered district-wide to all classifications in the order of seniority.

Upon exhaustion of the district-wide seniority list, if no bargaining unit member has accepted the assignment, the District may hire an external security vendor to fill the campus security opportunity for that date.

17.2 Any employee not interested in being considered for this campus security extra duty should submit in writing or email their request to be excluded.

ARTICLE XVIII
CONCLUSION

18.1 Savings Provisions. If any of the provisions of this Agreement are held to be contrary to law by a court having jurisdiction, such provisions will not be deemed valid except to the extent permitted by law; however, all other provisions will continue in full force and effect.

18.2 Support of Agreement. The District and the Association agree that it is in their mutual benefit to encourage the resolution of the differences through the meet and negotiation process. Therefore, it is agreed that the Association will support the terms of this Agreement and will not appear before any public body to seek change or improvement in any matters subject to the meet and negotiation process except by mutual agreement.

18.3 Effect of Agreement. It is understood and agreed by the District and the Association that the specific provisions in this Agreement shall prevail over District practices and procedures and over State law to the extent permitted by State law and the absent specific provisions in this Agreement, the District shall consider such practices and procedures within its discretionary authority.

18.4 Conclusion of Meet and Negotiation. During the term of this Agreement, the Association 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 Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

18.5 Duration and Renegotiation. Regardless of all other provisions of this Agreement, should remedial or implementing legislation be enacted into law during the term of this Agreement that reduces the District's present resource level and penalizes the District with regard to said levels as provided for in the current School Finance Act, or should some similar initiative measure be approved during the term of this Agreement, the parties shall meet within 10 days of said enactment for approval to renegotiate the following articles of this Agreement: Salary, Employee Benefits and two other articles selected by each party.

18.6 Term. This Agreement shall remain in full force and effect from July 1, 2024 through June 30, 2027. For the 2025-2026 school year, salary and employee benefits and two articles may be reopened. For the 2026-2027 school year, salary and employee benefits and two additional articles may be reopened. These articles may be renegotiated as provided by this paragraph and shall continue in effect from year to year thereafter unless a request

is made by the Association in writing no later than February 15 of any year to modify, amend or terminate the Agreement.

18.7 Distribution of Agreement. Within 30 days after the execution of this Agreement, the District shall post a link on the District's website, print or duplicate and provide without charge a copy of this Agreement upon request to every member of the bargaining unit and an electronic PDF shall be emailed to the CSEA Fresno Field Office. Any employee who becomes a member of the bargaining unit after the execution of this Agreement shall be provided a copy of this Agreement by the District without charge at the time of employment. Each employee in the bargaining unit shall be provided by the District without charge, a copy of any written changes agreed to by the parties to this Agreement during the life of this Agreement.

ACTON-AGUA DULCE UNIFIED SCHOOL DISTRICT

Classified Salary Schedule • 2025-26

3% On-Schedule Increase

Classification	Range	Rate	Base Salary Steps					Longevity Increments				
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 7th yr +2.5%	Step 7 10th yr +2.5%	Step 8 15th yr +5.5%	Step 9 20th yr +5.5%	Step 10 25th yr +5.5%
Library Instructional Assistant	**6**	Monthly	$3,188.69	$3,348.13	$3,516.94	$3,693.25	$3,877.07	$3,974.00	$4,073.35	$4,297.38	$4,533.74	$4,783.10
		Hourly	$18.40	$19.31	$20.29	$21.31	$22.37	$22.93	$23.50	$24.79	$26.15	$27.59
Instructional Assistant-Noon Duty/Bus Aide	**7**	Monthly	$3,222.45	$3,381.89	$3,550.70	$3,728.89	$3,916.46	$4,014.37	$4,114.73	$4,372.69	$4,613.19	$4,866.92
		Hourly	$18.59	$19.51	$20.49	$21.52	$22.60	$23.17	$23.75	$25.06	$26.44	$27.89
Cafeteria Worker	**8**	Monthly	$3,254.34	$3,415.64	$3,586.34	$3,766.40	$3,953.97	$4,052.82	$4,154.14	$4,382.62	$4,623.66	$4,877.96
		Hourly	$18.78	$19.70	$20.69	$21.73	$22.81	$23.38	$23.96	$25.28	$26.67	$28.14
Cashier	**9**	Monthly	$3,286.23	$3,451.29	$3,623.85	$3,805.80	$3,995.24	$4,095.12	$4,197.50	$4,428.36	$4,671.92	$4,928.88
		Hourly	$18.96	$19.91	$20.91	$21.96	$23.05	$23.63	$24.22	$25.55	$26.96	$28.44
Music Aide	**10**	Monthly	$3,318.11	$3,486.93	$3,659.49	$3,841.44	$4,034.63	$4,135.50	$4,238.89	$4,472.03	$4,717.99	$4,977.48
		Hourly	$19.15	$20.12	$21.12	$22.17	$23.28	$23.86	$24.46	$25.81	$27.23	$28.73
P.E Aide	**10**	Monthly	$3,318.11	$3,486.93	$3,659.49	$3,841.44	$4,034.63	$4,135.50	$4,238.89	$4,472.03	$4,717.99	$4,977.48
		Hourly	$19.15	$20.12	$21.12	$22.17	$23.28	$23.86	$24.46	$25.81	$27.20	$28.70
Bilingual Aide	**11**	Monthly	$3,353.75	$3,520.68	$3,697.01	$3,880.82	$4,074.02	$4,175.87	$4,280.27	$4,515.68	$4,767.04	$5,029.23
		Hourly	$19.34	$20.31	$21.33	$22.39	$23.50	$24.09	$24.69	$26.05	$27.48	$28.99
Instructional Assistant-Special Ed	**11**	Monthly	$3,353.75	$3,520.68	$3,697.01	$3,880.82	$4,074.02	$4,175.87	$4,280.70	$4,515.68	$4,767.04	$5,029.23
		Hourly	$19.34	$20.31	$21.33	$22.39	$23.50	$24.09	$24.69	$26.05	$27.48	$28.99
Instructional Assistant-SpEd Health Clerk	**14**	Monthly	$3,385.64	$3,556.32	$3,732.65	$3,920.21	$4,115.28	$4,218.16	$4,323.61	$4,561.41	$4,812.29	$5,076.97
		Hourly	$19.53	$20.52	$21.54	$22.62	$23.74	$24.33	$24.94	$26.31	$27.76	$29.29
Bus Dispatcher	**15**	Monthly	$3,421.28	$3,590.09	$3,770.16	$3,957.72	$4,156.55	$4,260.46	$4,366.97	$4,607.15	$4,860.54	$5,127.87
		Hourly	$19.73	$20.71	$21.75	$22.84	$23.98	$24.58	$25.19	$26.58	$28.04	$29.58
Office Clerk/Health Technician	**15**	Monthly	$3,421.28	$3,590.09	$3,770.16	$3,957.72	$4,156.55	$4,260.46	$4,366.97	$4,607.15	$4,860.54	$5,127.87
		Hourly	$19.73	$20.71	$21.75	$22.84	$23.98	$24.58	$25.19	$26.58	$28.04	$29.58
High School Athletic/ASB Technician	**15**	Monthly	$3,421.28	$3,590.09	$3,770.16	$3,957.72	$4,156.55	$4,260.46	$4,366.97	$4,607.15	$4,860.54	$5,127.87
		Hourly	$19.73	$20.71	$21.75	$22.84	$23.98	$24.58	$25.19	$26.58	$28.04	$29.58
Food Service Utility Worker	**16**	Monthly	$3,453.17	$3,627.61	$3,807.67	$3,999.00	$4,197.82	$4,302.77	$4,410.34	$4,652.91	$4,908.82	$5,178.81
		Hourly	$19.92	$20.93	$21.97	$23.07	$24.22	$24.83	$25.45	$26.85	$28.33	$29.89
Custodian	**20**	Monthly	$3,488.81	$3,663.25	$3,845.19	$4,038.38	$4,240.95	$4,346.97	$4,455.64	$4,700.70	$4,959.24	$5,200.35
		Hourly	$20.13	$21.14	$22.19	$23.30	$24.46	$25.07	$25.70	$27.11	$28.60	$30.17

Attendance Clerk	**24**	Monthly	$3,522.57	$3,698.88	$3,884.57	$4,079.64	$4,284.10	$4,391.20	$4,500.98	$4,748.53	$5,009.70	$5,285.23
		Hourly	$20.32	$21.34	$22.41	$23.54	$24.72	$25.34	$25.97	$27.40	$28.91	$30.50
Records Clerk	**25**	Monthly	$3,558.21	$3,736.40	$3,923.96	$4,119.04	$4,325.36	$4,433.49	$4,544.22	$4,794.15	$5,057.83	$5,336.01
		Hourly	$20.53	$21.56	$22.64	$23.76	$24.96	$25.58	$26.22	$27.66	$29.18	$30.78
School Secretary	**27**	Monthly	$3,593.85	$3,773.91	$3,961.48	$4,160.30	$4,368.51	$4,477.72	$4,589.66	$4,842.09	$5,108.40	$5,389.36
		Hourly	$20.73	$21.77	$22.86	$24.00	$25.20	$25.83	$26.48	$27.94	$29.48	$30.36
Cafeteria Supervisor	**28**	Monthly	$3,629.48	$3,811.42	$4,002.74	$4,201.57	$4,411.64	$4,521.93	$4,636.98	$4,889.90	$5,158.84	$5,442.58
		Hourly	$20.94	$21.99	$23.09	$24.24	$25.45	$26.09	$26.74	$28.21	$29.76	$31.40
Bus Driver	**29**	Monthly	$3,667.00	$3,850.81	$4,042.13	$4,244.71	$4,456.67	$4,568.09	$4,682.29	$4,939.82	$5,211.51	$5,498.14
		Hourly	$21.16	$22.22	$23.32	$24.49	$25.71	$26.35	$27.01	$28.50	$30.07	$31.72
Maintenance/Custodian/Groundskeeper	**33**	Monthly	$3,813.30	$4,002.74	$4,203.44	$4,413.52	$4,634.86	$4,750.73	$4,869.50	$5,137.32	$5,419.87	$5,717.96
		Hourly	$22.00	$23.09	$24.25	$25.46	$26.74	$27.41	$28.10	$29.65	$31.28	$33.00
Admin Assistant/Accounts Technician	**34**	Monthly	$3,852.68	$4,044.01	$4,246.59	$4,458.75	$4,681.75	$4,798.79	$4,918.76	$5,189.29	$5,474.70	$5,775.81
		Hourly	$22.23	$23.33	$24.50	$25.72	$27.01	$27.69	$28.38	$29.94	$31.59	$33.33
Campus Security/Safety Specialist	**35**	Monthly	$3,890.21	$4,085.28	$4,287.85	$4,501.68	$4,726.76	$4,844.93	$4,966.05	$5,239.18	$5,527.33	$5,831.33
		Hourly	$22.44	$23.57	$24.74	$25.97	$27.27	$27.95	$28.65	$30.23	$31.89	$33.64
Mechanic	**37**	Monthly	$3,987.74	$4,186.56	$4,396.64	$4,614.22	$4,844.93	$4,966.05	$5,090.20	$5,370.16	$5,665.52	$5,977.12
		Hourly	$23.01	$24.15	$25.37	$26.62	$27.95	$28.65	$29.37	$30.99	$32.69	$34.49
Transportation Lead	**38**	Monthly	$4,066.52	$4,269.09	$4,482.92	$4,708.01	$4,944.35	$5,067.96	$5,194.66	$5,480.37	$5,781.79	$6,099.79
		Hourly	$23.46	$24.63	$25.86	$27.16	$28.52	$29.23	$29.96	$31.61	$33.35	$35.18
Payroll/Payables Technician	**39**	Monthly	$4,149.05	$4,355.38	$4,572.95	$4,801.79	$5,041.88	$5,167.93	$5,297.13	$5,588.47	$5,895.84	$6,220.11
		Hourly	$23.94	$25.12	$26.38	$27.71	$29.09	$29.82	$30.57	$32.25	$34.02	$35.89
LVN/Behavior Intervention Instructional Assistant	**40**	Monthly	$4,480.97	$4,703.80	$4,938.79	$5,185.94	$5,445.23	$5,581.36	$5,720.89	$6,035.54	$6,367.49	$6,717.70
		Hourly	$25.85	$27.14	$28.49	$29.92	$31.42	$32.21	$33.02	$34.84	$36.76	$38.78
Information Technology System/Network Admin	**41**	Monthly	$5,101.91	$5,357.00	$5,625.22	$5,906.58	$6,201.06	$6,356.09	$6,514.99	$6,879.31	$7,251.34	$7,650.16
		Hourly	$29.44	$30.91	$32.46	$34.07	$35.77	$36.66	$37.58	$39.65	$41.83	$44.18
Music Lead	**41**	Monthly	$5,101.91	$5,357.00	$5,625.22	$5,906.58	$6,201.06	$6,356.09	$6,514.99	$6,879.31	$7,251.34	$7,650.16
		Hourly	$29.44	$30.91	$32.46	$34.07	$35.77	$36.66	$37.58	$39.65	$41.83	$44.18

Longevity increments apply at the indicated years of service: Step 6 (7th yr) +2.5%, Step 7 (10th yr) +2.5%, Step 8 (15th yr) +5.5%, Step 9 (20th yr) +5.5%, Step 10 (25th yr) +5.5%.

Hourly rate = monthly salary ÷ 173.33 hours.

Highlighted cell (Attendance Clerk, Step 10 hourly) corrected from an apparent scan error — see cell note.

Source: AADUSD Classified Salary Schedule 2025-26 (scanned PDF).

TENTATIVE AGREEMENT
2024-2025 REOPENER NEGOTIATIONS
BETWEEN
ACTON-AGUA DULCE UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS ACTON-AGUA DULCE CHAPTER #473

FOR THE ASSOCIATION:

_____
Cesar Ortiz
Chapter President
Chapter #473

_____
Fallon Irving
Labor Relations Representative
California School Employees Association

FOR THE DISTRICT:

_____
Jacqueline Erdrich
Director of People & Culture/HR
Acton-Agua Dulce Unified School District