COLLECTIVE BARGAINING AGREEMENT
Between
Eureka City School District
And
CSEA Redwood Chapter #88

July 1, 2024, through June 30, 2027

Revised: September 2026

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
I	PARTIES TO AGREEMENT	1
II	RECOGNITION	1
III	ORGANIZATIONAL SECURITY	2-5
IV	PERFORMANCE EVALUATION	6-7
V	HOURS & OVERTIME	8-15
VI	PAY & ALLOWANCES	16-20
VII	RIGHTS OF UNIT UPON CHANGE OF DISTRICT	21
VIII	HEALTH & WELFARE	22-23
IX	VACATION PLAN	24-25
X	HOLIDAYS	26
XI	LEAVES	27-35
XII	TRANSFERS	36-38
XIII	GRIEVANCE PROCEDURES	39-42
XIV	SAFETY	43
XV	LAYOFF & REEMPLOYMENT	44-47
XVI	COMPLAINTS & DISCIPLINARY ACTION	48-52
XVII	COMPLETION OF MEET & NEGOTIATE	53
XVIII	EFFECT OF AGREEMENT	53
XIX	SAVINGS PROVISION	53
XX	CONCERTED ACTIVITIES	54
XXI	MANAGEMENT RIGHTS	55
XXII	REOPENERS	55
XXIII	DURATION	55
APPENDIX	**TITLE**	
A-1	BLUE COLLAR JOB FAMILES	
A-2	WHITE COLLAR JOB FAMILIES	
B-1	BLUE COLLAR SALARY RANGES	
B-2	WHITE COLLAR SALARY RANGES	
C	SALARY SCHEDULES JULY 2025	
D	BENEFIT PLAN DESCRIPTIONS	
E	PERFORMANCE EVALUATION	
F	RECLASSIFCATION REQUEST FORM	
G	PROFESSIONAL GROWTH	

ARTICLE I

PARTIES TO AGREEMENT

This Agreement is made and entered into this day of July 2024, by and between **EUREKA SCHOOLS**, hereinafter referred to as the "District," and the **CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION** and its **REDWOOD CHAPTER #88 UNIT**, or its successors, hereafter referred to as "CSEA." The term of the Agreement shall be from July 1, 2024 through June 30, 2027.

ARTICLE II

RECOGNITION

2.1 **Acknowledgment:** The District hereby acknowledges that CSEA is the exclusive bargaining representative for all classified employees and monitors (hereafter referred to as "employees") holding those positions described in Appendices A1 and A2, attached hereto and incorporated by reference as a part of this Agreement. Any modifications of the recognized unit shall be made in accordance with the rules and regulations of the PERB.

2.2 Persons employed in the monitor positions shall enjoy the rights, burdens and benefits accorded the classified employees. For the purposes of applying rights and benefits based on length of employment with the District or in a class, time employed as a monitor, in either probationary or permanent employment status, shall be considered as time employed as a regular classified employee.

ARTICLE III

ORGANIZATIONAL SECURITY

3.1 CSEA shall have the sole and exclusive right to have employee organization membership dues/fees deducted for employees by the District. In accordance with the US Supreme Court ruling in Janus and effective July 2018 no employee shall be required to pay a service fee or be a member of CSEA as a condition of employment and no deductions for CSEA shall be made without the written authorization of the employee or CSEA.

3.2 Within thirty (30) calendar days of the effective date of this agreement, or within thirty (30) calendar days of the date of hire for employees hired during the life of this Agreement, each employee may at the option of the employee become a member of the CSEA and pay regular CSEA membership dues and assessments.

3.3 All unit member requests to cancel or change dues deductions shall be directed at the CSEA labor relations representative.

3.4 CSEA membership dues and assessments shall be paid in accordance with the rates established in Appendix D, attached hereto and incorporated herein by reference, which rates may be modified or amended during the life of this Agreement in accordance with the provisions of the Constitution and Bylaws of CSEA (the State Association and/or the Affiliated Chapter), Appendix D.

3.5 AB 119 – CSEA Access to New Employee Orientation

3.5.1 Section 3.5 may not be reopened other than in years when the whole contract is open for negotiations as a successor agreement, unless both parties mutually agree.

3.5.2 EMPLOYEE INFORMATION

a. "Newly hired employee" or "new hire" means any employee new to the District or rehired by the District who is eligible to be represented by CSEA, as outlined in Article II, 2.1 of the Collective Bargaining Agreement between Eureka School Districts and California Association of Classified Employees and Redwood Chapter #88 Blue and White Collar Units (CBA). This includes employees who were previously not represented by CSEA and hired into positions which are now represented by CSEA.

Within 30 days of hire or by the first pay period of the month following hire, the District will provide CSEA with the following contact information for all newly hired employees:

i. First name;
ii. Middle initial;
iii. Last name;
iv. Suffix;
v. Job Title;
vi. Department;
vii. Primary worksite name;
viii. Work telephone number

ix. Home telephone number;
x. Personal cellular telephone number on file with the District;
xi. Personal email address on file with the District;
xii. Home address or mailing address if different;
xiii. City;
xiv. State;
xv. Zip code;
xvi. Birth date;
xvii. CalPERS Status ("Y" if in CalPERS; “N” if not in CalPERS);
xviii. Hire date

Unit members retain all rights to opt out of information disclosures to CSEA pursuant to State law (including but not limited to Cal. Gov. Code § 6254.3).

b. Periodic Update of Contact Information: The District shall provide CSEA with a list of all bargaining unit members’ names and contact information on the last working day of September, January and May. The District will provide the following information:

i. First name;
ii. Middle initial;
iii. Last name;
iv. Suffix;
v. Job Title;
vi. Department;
vii. Primary worksite name;
viii. Work telephone number
xix. Home telephone number;
xx. Personal cellular telephone number on file with the District;
xxi. Personal email address on file with the District;
xxii. Home address or mailing address if different;
xxiii. City;
xxiv. State;
xxv. Zip code;
xxvi. Birth date;
xxvii. CalPERS Status ("Y" if in CalPERS; “N” if not in CalPERS);
xxviii. Hire date

Unit members retain all rights to opt out of information disclosures to CSEA pursuant to State law (including but not limited to Cal. Gov. Code § 6254.3).

The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service in a format with each field in its own column.

c. The District will provide notification to unit members in its annual notice to employees that it will be disclosing information required under AB 119 to CSEA on

a periodic basis. The notice shall state: "The District will provide CSEA with specific employee information periodically as per Art. 3.5.2 of the contract. Employees should refer any questions to the CSEA labor relations representative."

3.5.3 NEW EMPLOYEE ORIENTATION

a. "New employee orientation" means the onboarding process of a newly hired employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

b. The District will hold new employee orientation (new hire paperwork) sessions weekly provided one or more employees have been hired and confirmed attendance. The weekly session will be held at a predetermined time and day of the week. If the District changes the day and time, ten-day notice shall be sent to the Chapter President and the CSEA Labor Relations Representative simultaneously by email delivery.

c. The District agrees to provide CSEA access to its new employee orientation sessions, subject to the following provisions.

   i. CSEA is given notice of the standing employee orientation meeting, and if the day of the week and/or time of the meeting changes, CSEA shall receive not less than ten (10) days' notice in advance of an orientation meeting, except that a shorter notice may be provided where there is an urgent need critical to the District's operations that was not reasonably foreseeable.

   ii. As part of new employee orientation, the District agrees to provide CSEA with up to 30 minutes of paid release time on the day of District orientation to conduct a CSEA orientation (30 minutes includes travel time).

   iii. The CSEA Labor Relations Representative may attend the CSEA orientation session.

   iv. Additionally, the CSEA chapter president or designee may drop into the District's annual new employee orientation at a mutually agreed upon time to be introduced to the new employees.

3.5.4 ENFORCEMENT

a. Any alleged violation, misinterpretation, or misapplication of the terms of this subsection (AB 119 provisions) shall be subject to the grievance provisions of the collective bargaining agreement, except as follows:

b. CSEA and its Redwood Chapter #88 are the grievant for any alleged violation of this subsection (AB 119 provisions). No single employee or group of employees may grieve this agreement

c. Opportunity to Cure: Before filing a grievance alleging the District failed to provide information consistent with this Section (AB 119 provisions), CSEA will notify the District that it failed to provide information, and the District will have five (5) business days to provide the information. The timelines for filing a grievance will commence after the five (5) business day period has expired if the District fails to provide the information in that time.

d. Expedited Grievance Procedure: For the purposes of this Section, the grievance procedure shall commence at the Formal Level – Level II (Article XIII).

ARTICLE IV

PERFORMANCE EVALUATIONS

4.1 **Intent:** It is the intent of the parties that the evaluation process be utilized for assessing performance, in addition to being a staff development tool. Evaluations should be conducted in a manner that encourages improvements in employee performance and skills, and which provides guidance and support for employee development and advancement.

4.2 **Probationary Employees:** Newly hired and newly promoted employees shall be evaluated during the probationary period of one (1) calendar year of service. In the normal cycle these evaluations shall typically fall during the third, sixth, and eleventh months of probation. When the typical schedule for evaluation falls during a non-work month for an employee, the District shall set the schedule for the three (3) evaluations so that they occur while the employee is working and during the probationary period.

4.2.1 For unit members hired or promoted on or after July 1, 2021, the probationary period shall be six (6) months or 130 days of paid service, whichever is longer. These unit members shall have two (2) evaluations during the probationary period: the first by the end of 45 days of paid service and the second within the fifth month of the probationary period.

4.2.2 A candidate for a vacant bargaining unit position may be expected to meet the minimum requirements of the vacant position including any required training prior to being hired. Thereafter, a classified employee hired into a position that is required to obtain training as a means of continued employment shall be on paid time for such training and be reimbursed for all costs of training materials.

4.3 **Permanent Employees:** All permanent employees shall be evaluated at least one per fiscal year. The parties agree that this schedule of evaluations reflects minimums. Additional evaluations may be made by the District. Additional evaluations shall be made when requested by an employee, not to exceed two (2) per fiscal year.

4.4 **Scope of Evaluation:** Each evaluation shall assess current job performance only. Reference to prior evaluation periods may be made only for the purpose of noting changes in ratings from those previously issued.

4.5 **Failure to Evaluate:** If the District fails for any reason to evaluate a permanent employee in accordance with the above schedule, the employee shall be considered to currently meet District standards in all areas of the evaluation form until such time as a subsequent evaluation is completed. This does not preclude other disciplinary measures based on the employee's conduct as allowed by this agreement. If the disciplinary issue is based on performance alone, the District shall provide an evaluation prior to imposing any disciplinary steps to provide the employee with an opportunity to improve performance issues.

4.6 **Employee's Comments:** No evaluation will be complete for filing until the employee has received a copy of the evaluation, has had an opportunity to comment thereon, and has had an opportunity to meet with the Supervisor and discuss the evaluation. This meeting shall occur

during the employee's regularly scheduled work hours or, at supervisor's discretion and employee's agreement, during non-work time hours. Employee shall receive appropriate compensation for the additional time.

4.7 **Verifiability:** The supervisor shall not include unverifiable statements in his/her evaluation of an employee.

4.8 **Ratings Related to Needs Improvement or Unsatisfactory:** Such ratings shall contain the supervisor's written explanation for the rating and the supervisor's suggestions for improvement.

4.9 **Appeal of Process:** If an employee believes that his/her evaluation was conducted in violation of the process requirements of this Agreement, recourse through the grievance article of this Agreement shall be available.

4.10 **Forms:** The form used for evaluation is attached as Appendix E.

4.11 **Evaluation Authority:** Unit members who serve in a supervisorial capacity may be asked to provide input in the evaluation process of a unit member they supervise but shall not be required to sign Appendix E hereto nor attend any evaluation meetings.

4.12 **Classified Evaluation Committee:** the parties establish a committee to explore options and develop recommendations regarding the evaluation process and forms for unit members. The committee includes up to three (3) members selected by CSEA and up to three (3) selected by the District.

A. The committee has co-chairs – one selected from the CSEA team and the Director of Personnel Services. The co-chairs are responsible for setting agendas, planning meetings, running or facilitating meetings, preparing final drafts, and reporting the committee's results to the negotiating teams.

B. A new evaluation system is being developed for full District implementation, which will be piloted during the 2027-2028 school year. During the 2026-2027 school year, the committee will meet to collaborate around options for the evaluation process and forms. The chairs of the committee will provide an update to the negotiation teams on or before March 1, 2027.

C. The timelines and forms for the evaluation pilot will be drafted by the evaluation committee and provided to the Association and District on or before May 31, 2026, to ensure the pilot can take place for the 2027-2028 school year.

D. All unit members will participate in the pilot evaluation process during the 2027-2028 school year.

ARTICLE V

HOURS AND OVERTIME

5.1 **Work Week:** The basic work week for full-time employees shall consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week. The standard work week for all employees shall be Monday through Friday.

5.2 **Designation of Work Day:** Each employee and position shall be assigned a regular, minimum number of hours per day, days per week, and months per year. Each employee shall be assigned a fixed and regular work schedule each day of the week, which may not be the same schedule each day of the week, but which shall be the same schedule from week to week.

5.2.1 **Adjustment to Assigned Time:** Any employee who works a minimum of thirty (30) minutes or more per day in excess of his/her regular part-time assignments for a period of twenty (20) consecutive working days or more shall have his/her regular assigned time adjusted upward to reflect the longer hours, effective with the next pay period.

5.2.2 The District may change the assigned work time of a unit position up to one (1) hour, unless an employee agrees in writing to a shift change of more than one (1) hour, earlier or later than the established hours of the position up to one time in any six (6) month period unless otherwise agreed to by the District and employee, provided the following conditions are met:

a. The District requesting administrator must deliver written notification of the shift change to the CSEA Chapter President and the unit member. The notification shall include rationale behind the change ten (10) days prior to implementation.

b. If the bargaining unit member believes the shift change will cause a personal hardship, the bargaining unit member shall have five (5) working days to present an appeal to the Superintendent or designee. The response to the appellant shall be presented within five (5) working days with full copy to the CSEA Chapter President.

c. The total number of hours per day, days per week, days per year of the position must be maintained (e.g. eight (8) hours per day/five (5) days per week, number of days per year).

5.2.3 Temporary Shift changes may occur during the school year to accommodate instructional and/or extra-curricular programs of the District. Temporary changes of over two (2) days may be made providing the following conditions are met:

a. The District requesting administrator must deliver written notification of the proposed change to the CSEA Chapter President and the affected employee communicating the desire to make a specific change of more than two (2) days;

b. Temporary changes shall not exceed three (3) consecutive weeks for any single position except for adjustments made during the summer.

5.3 **Lunch Periods:** Employees who work five (5) or more hours per day shall be entitled to a duty-free and unpaid lunch period of no less than thirty (30) minutes. Employees who work more than (5) hours but less than six (6) hours per day may elect to forego the regularly scheduled duty free and unpaid lunch period of thirty (30) minutes upon written agreement between the employee and his/her supervisor. A signed photocopy of the election to forego the scheduled lunch period must be sent to the Personnel Department for inclusion in the employee's personnel file. Such lunch period shall be assigned to take place near the midpoint of the workday. At the employee's option, the employee may leave his/her job site during the uninterrupted lunch period.

Food Service Employees entitled to a lunch period under section 5.3 will have their lunch period scheduled by their supervisor in consultation with the employee. Due to work demands, the lunch period may not be scheduled near the mid-point of the workday or during high demand work times.

5.4 **Relief Periods:** Be it termed a relief period, rest period, or coffee break, each employee working six (6) or more consecutive hours shall be allowed two (2) fifteen (15) minute relief periods daily. Each period shall be assigned to be taken at approximately the end of the second and sixth hours of employment. Employees who work consecutively more than two (2) hours, but less than six (6) hours, shall be assigned one (1) fifteen (15) minute relief period daily. Relief periods shall be scheduled by the immediate supervisor upon consultation with the employee. Relief periods shall be paid time and shall be taken only at the work site at which the employee is working at the time.

When an employee works a split shift or works more than one (1) position and the block of work time does not exceed two (2) hours, a relief period is not scheduled.

5.5 **Compensatory Time Off:**

5.5.1 An employee may elect to take compensatory time off in lieu of cash compensation for overtime work. Such election shall be submitted in writing to the immediate supervisor within five (5) working days following the day the overtime was worked. Compensatory time off shall be granted at the appropriate rate of overtime. All overtime and the use of compensatory time off is subject to prior approval by the supervisor.

5.5.2 If compensatory time has been elected but not taken by an employee, and the accumulated time exceeds more than forty (40) hours, the employee shall be compensated for time in excess of forty hours in cash at the straight time rate since the compensatory hours booked have had the overtime factor already applied. The District may deny the taking of compensatory time as requested by the employee and require rescheduling, if necessary, to conduct the District's business. Compensatory time scheduling shall be based upon seniority similar to the setting of vacation schedules.

5.6 **Minimum Call-In Time:** Any employee called back to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.

5.7 **Call-Back Time:** Any employee called back to work after completion of the regular workday

who has left the work site shall be compensated for at least two (2) hours pay at the appropriate rate under this Agreement.

5.8 **Standby Time:** Standby time for employees on special event trips shall be considered as regular hours worked at the appropriate rate under this Agreement. However, this provision shall not apply to employees on overnight trips. In such cases, non-duty time in excess of the regular workdays shall not be paid. (If travel time is involved, also see Article 6.7)

5.9 **Overtime:** Except as otherwise provided herein, all authorized overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee.

Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift, and in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

5.9.1 Except as hereafter provided, all hours worked beyond the work week of five (5) consecutive days shall be compensated at the overtime rate for the sixth day of the work week, and at double the regular rate of pay for the seventh day of the work week. For those employees working Monday through Friday, or Monday through Thursday on a 4–10 schedule, the work week shall be considered to begin on Monday. For those employees working Tuesday through Friday on a 4–10 schedule, the work week shall be considered to begin on Tuesday. (The consecutive days do not apply to positions with flexible work weeks as outlined in 5.1 above.)

5.9.2 **Holiday Overtime Rate:** For all hours worked on days designated herein as holidays, the employee shall be compensated at double their normal hourly rate in addition to receiving their regular holiday pay.

5.9.3 **Overtime Distribution:** The opportunity to take overtime shall be distributed and rotated as equally as practicable among the employees' classes appropriate to the nature of the work to be performed.

5.10 **Recess Assignments:** Employees whose regular work year excludes service during winter, spring, and/or summer recess periods shall be given the opportunity to apply for any short-term positions which may be available during these periods. Assignments to such work shall be preferentially granted to qualified applicants within 1) seniority within the same job classification by regularly assigned school type (i.e., primary or secondary), 2) seniority within the same classification regardless of regularly assigned school type, and 3) the same job family as the opening in order of District seniority. Second priority will be given to qualified applicants from other employee families also in order of seniority. A skills test may be required of all employees who apply for positions outside their regular classification. If the District chooses to require a skills test for employees seeking a recess assignment outside of their regular classification(s), the test must be required of all of these employee applicants.

An exception will be made if the recess assignment involves a special education student with a one-on-one special education instructional assistant and/or an interpreter/tutor, in which case, the current employee(s) providing the specialized service to the student will be given the voluntary option to work the short-term position during the recess period first, prior to the aforementioned,

order of hire.

At times, an exception may be considered, based on an employee's specialized training for all specific recess assignments. Before making an exception, the District and CSEA will meet informally to consider the exception and determine the outcome. If the parties do not agree, the assignment will be based on the process outlined above.

5.10.1 Employees who accept such employment will be paid an hourly rate based upon the first step of the classification in which the short-term opening occurs if the classification is in a different job family than their regular assignment. If the work is in the same job family as their regular assignment, the employee shall receive their current step in the classification in which the short-term opening occurs. Recess work is considered short-term.

5.10.2 If the assignment is for a greater number of daily hours than the employee's regular academic year position, an employee who is currently receiving benefits shall have his/her insurance premium proration obligation adjusted for the term of the assignment.

5.11 **Shift Differential Compensation:** All employees whose assigned work day commences at or after 12:00 (noon) and/or continues after 7:00 p.m., shall be paid a shift differential premium of twenty-seven cents ($.30) per hour above the regular rate of pay for all hours worked, including overtime, effective January 1, 2017. Shift differential compensation will be adjusted according to negotiated salary schedule adjustments and applied simultaneously. This differential pay rate applies to hours filled for backfilling purposes that meet the differential time requirements.

5.12 **Split Shift Differential Compensation:** All employees whose assigned shift contains one or more periods of unpaid time whose total exceeds one and one-half (1-1/2) hours shall be paid a shift differential premium of twenty-seven cents ($.30) per hour above the regular rate of pay for all hours worked, including overtime. Shift differential compensation will be adjusted according to negotiated salary schedule adjustments and applied simultaneously. This split shift differential is not paid if the employee accepts an additional part-time assignment with the District for that interim period of time.

5.13 **Four-10 Hour Work Days (4/10):** The parties agree that a workday/workweek system of four consecutive ten-hour days, either Monday through Thursday or Tuesday through Friday, may be implemented at any time during the life of the Agreement for an individual or for any occupational group of employees, be it by work site or department, subject to mutual agreement of the District and the affected employees. No employee may be forcibly required to alter his/her established workday/work week to a 4/10 schedule.

The 4/10 system may be implemented on a seasonal or experimental basis and may be adopted as standard operating procedure within any occupational group which finds it beneficial.

When the 4/10 system is utilized, the parties agree that the overtime pay provisions of Education Code Section 45132 will apply in lieu of the provision of the Agreement (Section 5.9). The District shall pay double overtime for work performed on the seventh day of the workweek. For purposes of determining holiday eligibility under Article XI, employees on the 4/10 system shall be considered as working the standard five-day workweek (they shall lose no paid holiday for which they would have been eligible under a five-day workweek).

Implementation of the 4/10 system shall have no negative impact on the employees' seniority or their service credit computations under CalPERS. Implementation of the 4/10 system shall not negatively impact employees' vacation accruals under Article IX-Vacations.

Bereavement, sick, industrial accident and illness, and personal emergency leaves shall be computed on an hourly rather than a daily basis when an employee is on the 4/10 system.

5.14 **Replacement of Absent Employee/Backfilling:** When the District decides to replace an employee temporarily absent from work due to illness or on some other form of leave for a period of time anticipated to extend twenty-one (21) working days or longer, preference for the temporary assignment shall be given to qualified employees in the unit who apply for the assignment, over other applicants.

5.14.1 **Food Services Department:**

a. When an absence or vacancy exists and the duration is anticipated to be five (5) working days or less, this will occur only at the work site at which the absence or vacancy exists.

In the event that the employees at the work site are neither qualified nor desirous of the temporary assignment, the district may employ a temporary external employee.

b. When an absence or vacancy exists and the duration is anticipated to be longer than five (5) working days, this will occur on a district-wide basis. See 1 and 2 under Section C.

c. General Conditions:

i. When backfilling is to occur, either at a work site or district-wide, employees will be "moved up" based upon the following priorities:

First, to employees in the same job class, by seniority, who are working fewer hours than the temporarily vacated position; then to employees in the next lower job class, by seniority, whose current assignment has fewer hours than the temporarily vacated position.

ii. The Food Service Supervisor shall maintain a seniority list of those employees wishing to backfill district wide. The list will be updated annually at the start of each school year, through circulation of a memo to all employees in the Food Services Department asking if they wish to be placed on the list. Employees may add or drop their names from the list at any time during the year by sending a memo to the Supervisor indicating their desire to do so.

iii. In the event a given absence/vacancy which originally anticipated to be of a day-to-day occurrence change to one which is anticipated to extend beyond five (5) working days (i.e., prospective duration) district-wide backfilling shall replace on-site backfilling as outlined

in Section 2.

iv. If an employee refuses or is unable to accept the temporary assignment to the vacant position, the employee forfeits his/her right for that time only.

5.14.2 **Operations Department:** Within the Operations Department, the temporary vacancy will first be offered to other employees in the same job family, at the same job site, in order of seniority.

5.14.3 **Transportation Department:** Within the Transportation Department, an absent bus driver's regular AM and PM runs may be assigned to a substitute. Any noon bus run shall first be offered to regular, less-than-8-hour bus drivers, in order of seniority, before the vacancy is filled by an external substitute.

5.14.4 **Maintenance Department:** Within the Maintenance Department, the temporary vacancy will first be offered to other employees in the same department, at the same job site, in order of seniority.

5.14.5 **Warehouse Department:** Within the Warehouse Department, the temporary vacancy will first be offered to other employees in the same job family, in order of seniority.

5.15 **Bus Route Bidding (Blue Collar Unit):**

5.15.1 Selection of bus routes and determination of regular work hours:

1. The Transportation Director shall notify each bus driver of the date, time and location scheduled for route selection at least ten (10) days in advance of the route bidding.

2. At least seven (7) days prior to the start of the new school year the Transportation Director shall assemble a list of the known bus routes available for selection. Information for each route shall include:

   a. Schools serviced and a list of bus stops.

   b. The bus that will be assigned to the route.

   c. The approximate number of hours needed to perform the daily route which shall include 20 minutes for bus inspection, 15 minutes after returning from the morning route for sweeping the bus, and 30 minutes after returning from the afternoon route to fuel and wash the bus. All route hours shall be rounded up to the nearest quarter hour.

3. The assembled am/pm bus routes shall be given to the bus driver with the highest level of seniority for his/her review and selection of the bus route. Once the senior bus driver has selected an am/pm route, the remaining am/pm routes shall be passed on to the next senior bus driver for his/her review and selection. This process shall

continue until such time as all am/pm routes have been selected. After completion of the selection of the am/pm bus routes, all mid-day, noon and after-hours routes shall be selected using the same method, provided that no driver may select a route that will cause him/her to work more than eight (8) hours per day on a daily basis. Seniority shall be determined by the Personnel Office. Each driver shall have at least five (5) minutes for route selection.

4. Within three (3) working days after the bus drivers have selected routes and hours, the Transportation Director shall notify the Personnel Department of the regular number of work hours for each school bus driver for the upcoming school year. The newly assigned route hours shall become effective on the first official workday of the new school year.

5. Once selected, bus drivers will retain the routes they have selected until the next annual bidding takes place unless they are bumped off their routes by a senior bus driver who has had his/her route hours reduced by thirty (30) minutes or more during the school year.

6. Both parties agree that the route selection/hour's determination process above shall eliminate the classified employee layoff/reduction in hours procedures detailed elsewhere in this contract, for school bus drivers at the beginning of each new school year.

5.15.2 **Adjustment of Route Times:**

1. Bus drivers who are directed to work thirty (30) minutes or more in excess of their regular work assignment for twenty (20) consecutive working days shall have their regular work assignments adjusted upward to reflect the longer hours.

2. Request for bus drivers to work additional hours shall be approved by the Transportation Director, except in emergency situations which could adversely affect the safety of students.

3. A school bus driver shall not suffer a decrease in his/her paid assigned hours as the result of the temporary failure of a student assigned to the driver's daily route to attend class or school to which they are assigned.

4. After the annual route selection process is complete, regular established routes may be permanently reduced in hours (formal reduction) when the reduction is due to students who were regularly assigned to the route, moving away or being transferred to another school district. Any bus driver who suffers a reduction of thirty (30) minutes or more in his/her regular assigned route times, shall be afforded all of the rights afforded to classified employees facing a layoff/reduction in hours and shall have bumping rights as afforded under this contract.

5.15.3 **Route Changes:**

1. The Director of Transportation shall authorize any necessary changes to bus driving routes. The dispatcher shall keep an updated copy of each route in the master file.

5.15.4 **Field Trip Assignments:**

1. There are three (3) classes of field trips and all will be assigned to bus drivers via a rotational seniority system with the most senior driver starting the rotation list at the beginning of each new school year.

   a. Regular field trips are trips that are received and handed out to bus drivers for them to select no later than Wednesday of the week prior to the date of the field trip, and that are scheduled to need a driver for at least two (2) hours.

   b. Last-minute field trips are those that are received and that will occur within the week that field trip selections have already been made, and that are scheduled to need a driver for at least two (2) hours.

   c. Short trips are those trips that are scheduled to need a driver for less than two (2) hours and can occur at any time.

2. Each class of field trips shall have a separate rotational seniority list which shall be kept updated by the Transportation Dispatcher and available for review at all times by the bus drivers.

3. Although home to school transportation is the primary duty and responsibility of school bus drivers, every effort shall be made to cover a driver's regularly assigned route whenever the field trip that he/she has selected to drive interferes with the driver's regular route.

4. Substitute bus drivers may be asked to help cover field trips if no substitute driver has been trained on the field trip driver's regular bus assignment or when no substitute is available to drive the regular bus route of a driver that has selected a field trip. The choice to assign a substitute bus driver to drive a regular bus driver's assigned route shall be made by the Transportation Director after giving careful consideration to the training of the substitute and the safety and welfare of the students.

5.16 **Multiple Positions:** Part-time employees shall have the right to apply for additional part-time positions in their classes which neither conflict with the hours of their current positions, nor result in a total assignment in excess of eight (8) hours per day or forty (40) hours per week.

5.17 **Increase in Hours:** Whenever the District increases the daily hours and/or lengthens the assigned work year of one or more established positions, the incumbent(s) in the position(s) shall receive the increased hours/work year. An increase in hours and/or work year does not create a vacancy.

ARTICLE VI

PAY AND ALLOWANCES

6.1 **Regular Rate of Pay:** The regular rate of pay for each class of employees shall be determined from placement on the salary schedule which is attached as Appendix C.

6.1.1 Compensation increases are as follows:

a. Retroactive to July 1, 2023, add 5% to the salary schedule paid out to unit members who are employed as of June 1, 2024.

b. Effective July 1, 2024, increase the salary schedule by 1.25%.

c. Unit members with a start date prior to June 30, 2024, and employees as of October 1, 2024, will be paid out a one-time off schedule payment of:

i. $250 for employees with up to 5 years of service (as of June 30, 2024)
ii. $500 for employees with more than 5 years of service (as of June 30, 2024)

6.1.2 Effective July 1, 2024, for employees working less than 12 months, three (3) additional days (6.75 hours each) will be added to the work calendar to allow for professional development. Two (2) pre-duty days will be scheduled prior to the start of the instructional year, and the third day will take place during an in-service day.

Employees who work 12 months will be given the opportunity to participate in professional development during their scheduled workdays.

The aim is to minimize disruption to the regular operation. There may be exceptions where certain classifications or employees cannot be available for training as outlined above. In this case, alternate training opportunities/dates will be provided.

6.1.3 For the 2025-2026 school year only:

- One (1) additional in-service professional development day (6.75 hours) will be added to the work calendar. It will be scheduled during the school year, and aligned with a staff development day.

6.2 **Initial Placement:** Newly hired employees shall be placed on the appropriate range and step based upon training and experience up to step 11.

6.3 **Step Advancement:** With the exception of those commencing employment between the immediately preceding January 1, and June 30, each employee employed in a regular position requiring at least one (1) hour per day service shall be entitled to an increment every July 1, until the top of the basic salary range applicable to his/her job classification~~s~~ has been reached.

6.4 **Paychecks/Payroll Advice:** All regular paychecks of employees shall be itemized to the extent provided by the processing agency.

6.5 **Promotional Transfer:** Any employee receiving a promotional transfer (transfer to a position with a higher range, as set forth in Appendices B-1 and B-2, than the employee's current position) may be placed on the classified salary schedule in consideration of the employee's training and experience but in no case shall the employee be placed on a step that does not equal at least a 5% increase from the employee's current hourly rate.

6.6 **Mileage:** Any employee authorized to use his/her vehicle on District business shall be reimbursed for all miles driven on behalf of the District at the prevailing Internal Revenue Service reimbursement rate. All calculations for mileage reimbursement shall be effective with the date of Internal Revenue Service notification of changes.

6.7 **Other Travel Expenses**: When employees are authorized to be absent from the District on District business, and outside of the county including employees on special assignment requiring an overnight stay, the District shall compensate the employee for all reasonable and actual expenses paid or incurred in accordance with Board policy and with the District's process for approving time off and reimbursement of expenses. (If standby time is involved, also see Article 5.8).

6.7.1 Travel time for employees shall be limited to the employee's regular rate of pay on weekdays, and 1-1/2 the employee's regular daily rate of pay for travel on weekends and holidays.

6.7.2 The District shall encourage professional development opportunities for classified employees. When employee attendance is not mandated, the site administrator and employee shall discuss and agree upon reimbursement rates for out-of-pocket expenses and any special salary arrangements prior to the employee's departure.

6.8 **Tools:** The District shall provide all tools, equipment, and supplies to be used by employees for the performance of employment duties. However, if an employee, with the express prior approval of the District, provides his/her own tools or equipment, the District agrees to pay for any loss or damage or for the replacement cost of the tools or equipment resulting from normal wear and tear.

6.9 **Physical Examinations:** Except as hereinafter provided, the District shall compensate employees for the cost of any medical examination required as a condition of continued employment. Any employee who is medically unable to take a free T.B. patch test and requires an x-ray test shall be compensated for said cost if a free x-ray test is not available. In any circumstance where the District is to compensate the employee for the cost of a medical exam or x-ray, the District may designate or provide the doctor or lab which is to perform the examination or test and shall have the right to receive a copy of the doctor or lab report. If necessary, release time will be granted for required T.B. tests.

6.10 **Required Training:** The District shall reimburse employees for tuition costs and fees of training programs where attendance of employees is required by the District. However, the employee may elect to pay the costs and fees and apply the program to professional growth credit, when the program otherwise qualifies.

6.11 **Professional Growth:**

A. Professional development of all classified employees will be coordinated by the District.

1. Professional growth for all employees shall be compensated by a one percent (1%) increase to the employee's salary (based on Step and Range at the time) for every forty-five (45) hours of approved professional growth. To qualify for initial step movement, the employee must have reached permanent status and must successfully complete the prerequisite course work in CPR/First Aid and CPI (Non-violent Crisis Intervention Trainings).

2. A maximum of three (3) sets of forty-five (45) hours of approved professional growth may be completed for schedule movement within one (1) academic school year.

3. Professional growth is limited to a lifetime maximum of 5% per employee.

B. March 15th shall be the final date for employees to indicate their intent to move on the salary schedule as a result of completing one or more sets of forty-five (45) hours.

1. Course work must be completed before the first day of the academic school year.

2. Verification of all applicable professional growth work must be presented to the Personnel Department no later than December 1.

3. Application for Professional Growth may be made at any time. The Superintendent or designee will review all applications and advise the employee regarding his/her Professional Growth Plan or request additional information regarding the Plan.

4. Successful completion of any course work described in this section is defined as making satisfactory progress in course content and at least 90 % attendance.

5. Professional growth plans may include classes, courses or workshops offered through accredited colleges or universities, the County Office of Education or similar institutions if the training is directly related to the employee's job duties.

6. All classes taken at accredited colleges or universities must be successfully completed with a grade of "C" or better, or a pass grade if the class is taken on pass/fail basis.

7. Classes, Workshops and Trainings, etc., Needing Prior Approval

Applications must be made to the Superintendent or designee **prior** to initiating classes at colleges, universities, trade schools, or attendance at workshops/seminars. College courses – full semester credit granted by College of the Redwoods or Humboldt State University.

1 semester unit = 15 hours
1 quarter unit = 10 hours

An employee may request approval to repeat classes within approved college level course from the Superintendent or designee. Employees attending summer encampments or training programs to fulfill their military obligation may be granted credit for up to and including six (6) semester units in accordance with the unit credit schedule. Credit as described in this section must gain prior approval by the Superintendent or designee.

8. Expenses for classes or workshops taken for professional growth must be paid for by the

employee. Professional growth will not be granted for classes or workshops in which expenses were paid by the District. All classes, workshops, seminars or trainings must be taken outside the employee's workday to qualify for professional growth units for salary purposes. Employees may use approved vacation hours and/or discretionary hours to cover such time.

9. An employee whose Professional Growth Plan has been disallowed by the Superintendent or designee may within ten (10) working days of his/her notification, appeal the disallowance to the Professional Growth Review Panel for final decision.

   The Professional Growth Review Panel shall be comprised of the Chapter President of CSEA, the Vice Presidents of both Blue- and White-Collar units and three (3) District representatives. The ruling by the Professional Growth Review Panel shall be binding on all parties, and not subject to the grievance procedure.

6.12 **Extra Pay For Work Out Of Classification**: Employees who are assigned to temporarily assume higher job classification shall receive pay at the range of the higher classification for the entire period worked. This section does not imply that extra pay is due to an employee who assumes only incidental responsibilities for another employee or position when that employee is absent, or the position is vacant. The employee's step and professional growth increments will remain unchanged if the temporary position is within the employee's job family. If the temporary position is outside the employee's job family, the employee shall be paid at the higher range but at the lowest step that is higher than the employee's regular rate of pay.

6.13 **Early Retirement Notice Incentive:** Any employee who notifies the District 12 months in advance of their intent to retire will receive a 5% increase of base pay. Employees giving 6 months' notices will receive 2.5%. These increases, unless otherwise approved by PERS, do not change compensation calculations for purposes of a PERS retirement.

6.14 **State Disability Insurance Deduction:** Each employee shall have deducted from his/her pay an amount sufficient to pay premiums for the State Disability Insurance program (SDI). Any employee receiving benefits under SDI who elects to coordinate his/her Disability Benefits with Sick Leave Benefits, shall within 15 days of receipt of the Disability Payment remit the full amount of compensation under SDI in the form of a personal check or cashier's check as well as the Explanation of Benefits statement to the District's accounting department. The District shall, in turn, issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct partial retirement and other authorized deductions as required by law from that portion of the warrant which is provided by the District. The SDI benefit amount is not subject to any deductions.

6.14.1 Coordination of SDI basic benefits and accumulated sick leave means that to the effect that there shall be deducted from the employee's accumulated sick leave only that portion of a day's leave which, when combined with the SDI basic benefit amount, equals a regular day's pay.

6.14.2 Should the employee decide to not coordinate benefits or not fully advise the District of all SDI benefits, the employee shall be fully responsible to SDI and to the District for any and all overpayments as a result of receiving SDI benefits and/or District compensation.

6.15 **Classification:**

Definition: Reclassification means the redefining of a position to account for changes in technology, duties, or work that may alter the nature of the current classification and includes the upgrading of a position to a higher classification as a result of an increase in the responsibility level of the duties being performed by an incumbent in a position or if the duties being performed by an incumbent are inconsistent with his/her classification.

6.15.1 **Request for Reclassification**

During the month of January each year, reclassification may be requested for any position within the classified bargaining unit.

The request for reclassification shall contain the following:

a) The classification or position to be reclassified.
b) The existing job description and salary placement.
c) The proposed job description.
d) The basis for the reclassification.
e) If a position is reclassified and there is no incumbent, the job shall be posted.

6.15.2 **Reclassification Panel**

Reclassification requests shall be reviewed by a panel composed of one (1) District appointee and one (1) CSEA appointee. The panel shall meet once a year in February. The District, CSEA, and the unit member may present information to the panel either orally or in writing.

6.15.3 **Decision of the Panel**

The deliberation of the panel shall take place in closed session. The Panel shall have the authority to adopt, reject, or modify the reclassification request. Two (2) panel members must agree for a reclassification to be adopted or rejected. If the two panel members cannot agree on a reclassification the issue shall be referred to the monthly District/CSEA employer-employee relations meetings for a final decision. The panel members shall sign the decision. No dissenting opinion shall be issued. The decision of the panel shall be binding and shall be effective on July 1st following the decision. The District will let the unit members know the decision of the panel within ten (10) days.

6.15.4 **Implementation of Decision**

The unit member whose position is reclassified shall be placed on the step and range of his/her new classification that provides at least a five percent (5%) salary increase. Any recommendation for a change in the job description shall be subject to negotiation between CSEA and the District.

6.15.5 In no circumstances is an employee whose position is reclassified required to reapply for the position.

ARTICLE VII

RIGHTS OF BARGAINING UNIT UPON CHANGE IN SCHOOL DISTRICT

7.1 In the event of a change in the geographic boundaries of the District, the effect of this contract and the representative standing of the CSEA will be determined in accordance with the rules and regulations of the decisions of the PERB.

ARTICLE VIII

HEALTH AND WELFARE

8.1 **Health Insurance:** The medical plan options will be the plans offered by Self-Insured Schools of California (SISC) unless otherwise bargained.

The District's annual contribution to medical benefits per full-time unit member will be $1434.33 per month on an ongoing basis. The unit member's share of the medical benefit insurance premium shall be based on the medical coverage plan that the unit selects and the cost of the plan that exceeds $1434.33 per month.

8.1.1 Effective July 1, 2026, the District's will fully cover SISC Plan F for all eligible 1.0 FTE and a prorated portion thereof for less than 1.0 FTE for the 2026-2027 year (Cap $18,216)

8.2 **Dental Insurance:** The District shall contribute the full premium cost of the existing fringe benefit program. The Plan shall be Delta Dental—PPO Incentive Plan. The annual coverage limit is $2,000 per person each calendar year.

8.3 **Vision Insurance:** The District shall contribute the full premium cost of the existing fringe benefit program. The plan and carrier shall be Vision Service Plan ($5 co-pay for an exam).

8.4 **Premium Conversion Plan:** The District agrees to maintain an IRC Section 125 premium conversion plan by which employees who pay all or a portion of their group insurance premiums may have the premium amount deducted from pre-tax wages.

8.5 **Proration of Benefits:** All employees who work at least a regularly assigned minimum of eight (8) hours per day for the academic year and all employees who work in positions whose annual assigned hours are at least the equivalent of one thousand four hundred forty (1,440) shall receive full benefits. All employees who work at least a regularly assigned minimum of four (4) hours per day for the academic year shall have the benefit entitlement prorated, with the District contributing the percentage of the benefit cost as the employee's regularly assigned minimum number of daily hours bears to an eight (8) hour day, provided that the employee contributes the balance of the benefit cost. Employees hired on or after July 1, 1996, who work less than a regularly assigned minimum of four (4) hours per day are not eligible to participate in the group insurance programs.

Employees hired prior to July 1, 1996, who work less than four (4) hours per day, and who enrolled in the group insurance programs prior to October 1, 1996, are eligible to continue receiving prorated District contributions toward premiums in proportion as the employee's regularly assigned minimum number of daily hours bears to an eight (8) hour day; provided that the employee contributes the balance of the benefit cost.

Eligible employees may elect coverage under any or all of the above insurance plans. Newly hired eligible employees must decide which insurance plan(s) they wish to receive and inform the District of their choice(s) during the first thirty (30) calendar days of employment. Once the initial decision is made, employees may only add insurance plan(s) not previously selected during the month of January each year.

The only exceptions to this annual open enrollment period are qualifying events determined by

the North Coast Schools Medical Insurance Group. A copy of these qualifying events shall be available upon request. For all exceptions, an employee must notify the District of the insurance plan(s) selected within thirty (30) calendar days of the qualifying event.

8.6 **Retiree Health Benefits:**

Classified employees prior to the age of 65 shall receive the same health, dental and vision benefits provided to current classified employees of the District if they meet the following qualifications:

a. Have reached the age of 55 and have been employed in the District at least ten (10) years, and are currently qualified to receive health, dental and vision benefits coverage.

b. Qualify for service or disability retirement under the California Public Employee Retirement System (CalPERS) and will be drawing retirement pay there from.

c. Years of service to the District combined with age is greater than or equal to 70 (i.e. 20 years of service in the district + 55 years old = 70+)

d. Should the eligibility age for Medicare change from 65, upon request by CSEA, a reopener on this Article will occur.

An employee who takes a disability retirement under CalPERS and who has served 10 or more calendar years with the District, shall be entitled to the above benefit without regard to the employee's age at the time of retirement.

8.7 **Retention of Benefits:** Unit members and/or their dependents who lose benefit coverage under this Article shall be entitled to purchase the same programs as are available to other employees for the period prescribed in the Consolidated Omnibus Budget Reconciliation Act (COBRA). The District shall be responsible for notifying all affected individuals of their rights under this Section and the COBRA amendments to the Public Health and Safety Code.

ARTICLE IX

VACATION PLAN

9.1 **Eligibility:** Employees shall accumulate vacation credits as hereafter provided. Vacation benefits are determined on a fiscal year basis from July 1 to June 30.

9.2 **Vacation Carryover:** Carryover is limited on an annual basis (as of July 1, 2016) to 1.5 times the annual vacation accrual rate for which the employee is eligible. In the event that it is anticipated that an employee will have excess, the District will notify the employee in writing of the anticipated excess in accumulation of vacation hours. The employee must submit a plan to use the excess hours for supervisor's approval in accordance with 9.8. This plan must propose use of such hours prior to the end of the fiscal year. Such plan needs to take into consideration the work needs of the department. The employee must submit the plan to his or her supervisor by September 30 or within 30 days of receipt of the District's notice regarding excess accumulation, whichever is later. If no plan is submitted or the plan is not approved, the supervisor shall consult with the employee and schedule the use of vacation hours prior to June 30 so that carryover is limited to the maximum. The District and employee will make all reasonable efforts to schedule the use of vacation hours at a mutually agreeable time.

9.3 **Accumulation:** Vacation time shall be earned and accumulated on a monthly basis in accordance with the following:

9.3.1 **Summary of Vacation Benefits:** Forty (40) hour per week employees shall receive the following vacation hours per year. Vacation hours for employees working less than forty (40) hours per week will be prorated by an employee's regularly scheduled work hours per week divided by forty (40) hours.

	12-Month	11-Month	10-Month
To end of 3rd year	80	72	68
4th year - end of 10th year	128	116	108
11th year and above	176	168	160

Employees serving less than 12 months shall have their vacation hours incorporated within their annual pay and shall not take vacation hours off.

9.3.2 **Determination of First Year:** The period between the date of employment and the following July 1st will be considered a year of employment for the purposes of accumulating more than the minimum vacation provided by this article, so long as the date of employment falls before November 1st.

9.3.3 A new employee must be employed on or before the first working day following the tenth of the month in order for that month to be counted in computing vacation time.

9.4 **Vacation Pay:** Pay for vacation days shall be at the same rate as that which the employee would have received in a working status.

9.5 **Vacation Pay Upon Termination:** When an employee is terminated for any reason, he/she shall be entitled to all vested vacation pay earned and accumulated up to and including the effective date of the termination. Vacation taken in advance of accrual, if any be granted, shall

be recouped by the District.

9.6 **Vacation Postponement:** Scheduled vacation may be reset for other available times, if any are available, upon prior agreement.

If an employee is prevented by the District from taking all or part of his/her annual vacation, the amount not taken, shall, at the option of the employee, be accumulated for use in the following year or be paid for in cash.

9.7 **Holidays:** Holidays are not counted as vacation hours when they occur during a vacation period.

9.8 **Vacation Scheduling for 12 Month Employees:** Unit members shall submit requests to the immediate supervisor for vacation in advance of proposed time off. Vacation requests are more likely to be approved the further in advance they are submitted. In the event that two or more employees within a department request vacation at the same time, and operational necessity in the determination of the District precludes the approval of those requests, the employee with the greatest hire date seniority with the District shall be granted the vacation hours requested, and progressively so. The above sentence applies when all employees in an office/department are required to submit vacation requests at roughly the same time. Exception shall be made for an employee whose vacation request has been approved by the immediate supervisor in advance of other employees, and when the hours requested are beyond the employee's control, such as shipboard cruises, foreign tour packages or a major family event which is time specific, or which may result in loss of employee's deposit if vacation is rescheduled.

9.8.1 Vacation shall be used in no less than one-hour increments. This shall not preclude an employee from taking the equivalent of one (1) day vacation if their daily schedule includes a partial hour.

ARTICLE X

HOLIDAYS

10.1 **Scheduled Holidays:** The District agrees to provide all employees with paid holidays as follows:

New Year's Day	Martin Luther King Day
Lincoln's Birthday	Washington's Birthday
Memorial Day	Juneteenth
July 4 - Independence Day	Labor Day
Veteran's Day	Thanksgiving Day
Friday after Thanksgiving (In lieu of Admission Day)	Christmas Eve
	Christmas Day

If the Christmas Eve or Christmas Day holidays fall on a Saturday or Sunday, then Christmas Eve holiday will be observed on the Friday before, and the Christmas Day holiday will be observed on the Monday after.

The Monday before the fourth of July shall be observed as a holiday if the fourth falls on a Tuesday, and the Friday after the fourth of July shall be observed as a holiday if the fourth falls on a Thursday.

When any holiday on which school would normally be closed falls on Saturday, the preceding Friday shall be a legal holiday for all personnel. When any holiday on which school would normally be closed falls upon Sunday, the Monday following shall be a legal holiday for all personnel.

10.2 In addition, employees shall receive all other holidays as required by law.

10.3 On any school day during the academic year in which pupils would otherwise have been in attendance but are not, and for which certificated personnel receive regular pay, classified personnel shall also receive regular pay whether or not they are required to report for duty that day.

10.4 **Holiday Eligibility**: Except as otherwise provided in this article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

10.4.1 Employees who are not normally assigned to duty during the Christmas recess period shall be paid for those holidays, provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the Christmas recess period.

10.4.2 Adult Education employees will be eligible, subject to the restrictions noted above, for holiday payment between quarters that fall between September 1 and June 30 of any school year.

ARTICLE XI

LEAVES

11.1 **Absences - Act of Nature/God:** If any employee is unable to get to work due to impossible travel conditions resulting from an act of Nature/God; e.g., flood, his/her absence shall be nondeductible. If time beyond two (2) days is required, the unit member shall seek prior approval from the Superintendent or designee.

11.2 **Bereavement Leave:**
An employee shall be granted necessary leave of absence, not to exceed five (5) days in the event of the death of any member of the immediate family. "Member of the immediate family" means spouse, mother, father, son, daughter, brother, sister, grandchild, grandmother, grandfather, of the employee or spouse; aunt, uncle, in-laws of the employee; any person whose permanent residence is in the immediate household of the employee; or any person who the employee can verify has acted as a substitute for one of the above.

11.3 **Jury Duty/Witness Leave:**
An employee called to jury duty or for court appearances in which they have no personal interest shall receive his/her full pay.

Employees shall return to their regularly assigned shifts any days they are released from jury duty or their court appearances and there are two (2) or more hours remaining of their regularly assigned work shifts. An employee whose regularly assigned shift begins or continues after 5:00 p.m., who is required to serve jury duty shall be relieved from his/her regular shift assignment hour for hour for actual time served on jury duty.

An employee, who has served jury duty, and is requested by the District to work their regular assigned shift, shall receive 1-1/2 their regular rate of pay for those hours that exceed eight (8) when the combination of their jury duty hours and regular work hours exceed eight (8) hours.

11.4 **Military Leave:** An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

11.5 **Sick Leave**

11.5.1 **General Provisions:** All full-time employees shall be entitled to fourteen (14) working days sick leave per year. Regular employees serving less than eight (8) hours per day and/or less than twelve (12) months per year shall receive their pro-rata share of sick leave.

Hourly employees shall be entitled to sick leave at the rate of one (1) hour for each eighteen (18) hours served. Sick Leave privileges may not exceed the basic eight (8) hour workday except as provided in section 5.14.

The District, with probable cause, may require verification of illness. Generally, three (3) consecutive working days will pass before such verification is required. The District at its discretion may secure a second opinion from a physician of its choice at District expense.

Pay for any day of such absence shall be the same as the pay which would have

been received had the employee served during the day of illness.

11.5.2 **Advance Credit for Sick Leave:** Permanent employees shall be advanced their full year sick leave annually on July 1. The District shall have the right to recover sick leave used in advance of accrual. Except in the death of an employee, if an employee has used more sick leave than accrued and leaves employment, the District may deduct the difference from the final pay warrant. If an employee who has used more sick leave than accrued takes a District approved unpaid leave of absence, the District may adjust the following year's allocation of sick leave to restore the balance.

Probationary employees who do not have permanent status in the District in another classification shall not take advance sick leave during the first six (6) months of employment, except as approved by the Superintendent or designee. For promotional probationary employees who have previously acquired permanency in any job class in the District, they may use previously accrued sick leave and advance sick leave.

11.5.3 **Computation:** A new employee must be employed on or before the first working day following the tenth day of the month in order for that month to be counted in computing sick leave.

11.5.4 **Accumulation:** Any unused portion of the annual sick leave allotment shall be cumulative from year to year without limitation.

11.5.5 **Illness During Vacation:** An employee may use his/her accumulated vacation as sick leave. If any employee is ill during his/her vacation period, those days may be charged to his/her accumulated sick leave at his/her option. However, the limitations on vacation carryover continue to apply.

11.5.6 **Upon Termination of Employment**: When an employee separates from the classified service, there will be no cash reimbursement for unused accumulated sick leave. Accumulated sick leave shall not be taken as vacation.

11.5.7 **Extended Sick Leave:** An employee who exhausts all accumulated sick leave under Section 11.5 shall receive the difference between his/her regular pay and the amount paid the substitute hired in his/her absence for a maximum of five (5) total months of absence. Such leave is not available for day-to-day illnesses but is reserved for extended illnesses and intermittent leaves associated with long-term chronic health conditions such as cancer.

This benefit shall begin on the first day of absence. If a substitute is not hired, the employee shall receive his/her regular pay. Deductions shall be made for a substitute hired to replace another employee who is substituting for the absent employee who is using extended sick leave.

11.5.8 **Conversion of Sick Leave:** The employee may convert unused sick leave to retirement credit in accordance with applicable law.

11.5.9 **Pregnancy:** Pregnancy shall be treated as an illness for the purposes of sick leave.

11.5.10 Upon request on a District form, an employee shall annually be informed as to the amount of his/her accumulated sick leave.

11.5.11 **Transfer of Sick Leave:** An employee who is hired within one (1) calendar year of leaving employment with another school district and who had served one (1) calendar year or more with the earlier district, shall have transferred with him/her all unused sick leave accumulated in the prior district, unless the earlier employer terminated the employee for cause; then such transfer shall be at the discretion of the Governing Board.

11.5.12 **Bonus Day:** Any employee who has used no more than two (2) days of sick leave in the preceding school year shall be advanced an additional day of sick leave for the following year.

11.6 **Industrial Accident and Illness:** When an employee is absent from his/her duties on account of accident or illness incurred in the dispatch of his/her assigned duties, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs, which, when added to his/her temporary disability indemnity, will result in payment to him/her of not more than his/her full salary.

Industrial accident or illness leave shall be allowed for the length of the period of incapacity but not for more than sixty (60) working days per accident or illness in any fiscal year. This leave shall not be cumulative from year to year; however, when the accident or illness occurs at a time when the leave will overlap into the next fiscal period, the employee shall be entitled to only that amount remaining at the end of the fiscal year, in which the injury or illness occurred, for the same illness or injury.

Industrial accident or illness leave will commence on the first day of absence. No charge will be made against sick leave until the industrial accident or illness leave is exhausted.

When industrial accident or illness leave is exhausted, sick leave benefits shall be applied as if the date of exhaustion of those benefits was the first date of incapacity. At this point, an employee may elect to take as much of his/her accumulated sick leave, which, when added to his/her temporary disability indemnity, will result in payment to him/her of not more than his full hourly or daily salary.

During any paid leave of absence during which disability indemnity checks are received, the employee shall endorse those checks to the District. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized deductions as required by law.

11.7 **Administration of Leaves:** Methods of obtaining approval or verification for leaves or vacations, for obtaining a substitute or for granting approval for absences, not otherwise provided for, of less than three (3) hours, shall be handled administratively by the District.

11.8 **Personal Necessity:** Sick leave may be used by an employee upon prior confirmation in cases of personal necessity.

11.8.1 Personal necessity means circumstances that are so serious or compelling in nature that the employee cannot reasonably be expected to disregard, that necessitates

immediate attention, and that cannot be taken care of after work hours or on weekends.

11.8.2 An employee shall make his/her request in advance except in these cases:

a. Death or serious illness of a member of the immediate family.

b. Accident involving his/her person or property, or the person or property of a member of his/her immediate family.

"Member of the immediate family" means spouse, mother, father, son, daughter, brother, sister, grandchild, grandmother, grandfather, of the employee or spouse; aunt, uncle, in-laws, of the employee; any person whose permanent residence is in the immediate household of the employee, or any person who the employee can verify has acted as a substitute for one of the above.

11.9 **Long Term Illness:** A permanent employee who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or other available paid leave and who is absent because of non-industrial accident or illness may apply for up to six (6) months additional leave without pay. A second six (6) month period of leave may be granted.

An employee, upon ability to resume the duties of a position within the class to which he/she was assigned, may do so at any time during the leaves of absence granted and time lost shall not be considered a break in service, but seniority may change in accordance with the terms of Article XV. He/she shall be restored to a position within the class to which he/she was assigned and, if at all possible, to his/her position with all the rights, benefits, and burdens of a permanent employee.

If, at the conclusion of the leaves, the employee is still unable to assume the duties of this position, he/she shall be placed on a reemployment list for a period of thirty-nine (39) months.

If, at any time during the thirty-nine (39) months the employee is able to assume the duties of his/her position, he/she shall be reemployed in the first vacancy in the classification of his/her previous assignment. His/her reemployment will take preference over all other applicants except for those laid off for lack of work or funds. In such case reemployment will be in order of seniority. Upon resumption of his/her duties, the break in service will be disregarded and he/she shall be fully restored as a permanent employee.

11.10 **Needed Voting Time Off:** If an employee's work schedule is such that it does not allow sufficient time to vote in any federal, state, or local election in which the member is entitled to vote, the District shall approve sufficient time off from the member's regular duties to allow the member to vote without a loss of pay.

11.11 **General Leaves:** When no other leaves are provided, a leave of absence may be provided to an employee on a paid or unpaid basis at any time upon any terms acceptable to the Superintendent or designee and the employee.

11.12 **FMLA/CFRA/PDL:** It is the intent of this section to make available to employees, upon request, leave under the Federal Family Leave Act (FMLA) or the California Family Rights Act (CFRA) (Government Code Section 12945.2). This section shall be applied and interpreted in accordance with state and federal law and regulations. Such leave may run concurrently with

other leaves provided in this Article.

11.12.1 The maximum family and medical leave is twelve (12) weeks in a twelve (12) month period, excluding the period of disability, if any, due to pregnancy, childbirth or related conditions. Unless otherwise covered by another leave that is paid leave under FMLA, CFRA and/or PDL is unpaid but the employee receives up to 12 weeks of benefits as though he/she was in paid status.

11.12.2 Employees must have at least one (1) year of service in order to be eligible for leave. Leave may be used for the birth, adoption, fostering or serious health condition of the employee's child; or the serious health condition of the employee or his/her spouse or parent.

11.12.3 The District may require the employee to submit certification from the appropriate health care provider along with the leave request. Certification does not include a diagnosis of the employee's medical condition or medical facts related to the condition. The District may, at its option and its cost, require a second and third opinion as to the need for the leave. A third opinion may only be required if the second disagrees with the first. The District may also require certification for the return to work, if the leave was for the employee's own serious health condition.

11.12.4 The medical premiums paid by the District will be maintained by the District for the 12-week leave period. The employee may continue his/her other benefits after the 12-week period of leave by paying the premiums to the District. If the employee fails to return from the leave, except if the failure to return was due to circumstances set forth in State or federal law such as the death of the employee, the District may recover the cost of continuing the health plan coverage.

11.12.5 The employee may be required to use his/her accrued vacation or compensatory time off during the period of the leave. The employee need not use his/her accrued sick leave, unless the leave is for his/her own serious medical condition.

11.13 **Discretionary Leave:** Two (2) days of accumulated sick leave may be used during each fiscal year by each employee at the employee's election for any reason. The use of said leave days is subject to prior approval of the Superintendent or designee as to scheduling so that the completion of District work is not interfered with.

11.14 **Leaves:** Any employee may request an unpaid leave of absence of up to one calendar year in duration. If the governing board approves any such leave, the employee shall be entitled, upon returning to duty at the conclusion of the leave, to be returned to the position the employee held at the time of commencement of the leave or to another position equal in class status, daily hours, and annual days of employment.

11.15 **Organizational Leave:** A total of twenty (20) days of District paid leave may be utilized exclusively for the Unit/CSEA organization business. Additional days needed for the following shall be paid for by the Association in accordance with Education Code to cover full per diem costs including health benefits.

a. More than three (3) employees are appointed voting delegates to CSEA's Annual Conference.

b. For use by an employee who is elected or appointed a CSEA State Officer (Area Director, Alternate Area Director or Regional Representative).

c. For use by an employee who is appointed to serve on a CSEA State Committee.

d. For use by employees who attend out-of-area CSEA training programs which require travel time.

Any days in excess of twenty, up to a limit of ten (10) additional days, will be charged at the full per diem rate of the member authorized by the Unit/CSEA to utilize leave at the Association's expense. No individual member shall be authorized to utilize more than a total of ten (10) days of organizational leave. This leave shall not include absences due to grievances, unfair practice hearings, or where release time is authorized under SB 160 (to conduct negotiations) between the Unit and the District.

11.16 **Parental Leave:**

11.16.1 Unpaid Extended Bonding/Child-Rearing Leave (Up to 12 months)

Employees may be granted an unpaid leave of absence for child-rearing purposes. Extended bonding leave is gender-neutral and employees' sex will not be a factor to a determination of whatever leave will be granted. Requests for extended bonding leave shall be submitted as far in advance of the proposed starting date as possible, in normal circumstances at least six (6) months in advance, to permit the District ample time to make a decision. Failure to request leave with sufficient advance notice may in itself result in its denial.

11.16.1.1 Employees taking extended bonding leave shall be limited to a maximum of twelve (12) continuous calendar months following exhaustion of any entitlement to bonding/parental leave.

11.16.1.2 The employee, at his/her option, may continue enrollment in the health insurance programs of the District at his/her own expense, for the duration of such unpaid leave.

11.16.2 Paid Parental/Bonding Leave (Up to 12 workweeks)

11.16.2.1 Unit members with at least 12 months of service with the District are eligible to take up to 12 workweeks of paid parental/child bonding leave within the 12-month period following the birth of a child of the unit member or the placement of a child with the unit member in connection with adoption or foster care.

11.16.2.2 Unit members accessing paid parental leave under this section shall use all current and accumulated sick leave during the 12-workweek period. Upon exhaustion of current and accumulated sick leave, the employee will receive the difference between his/her regular salary and the substitute's salary, or

the salary a substitute would have received, or 50% of the employee's regular salary, whichever is greater. The employee shall continue to receive health and welfare benefits. No unit member will receive both regular and differential pay.

11.16.2.3 The unit member shall provide the District with at least 30 days' advance notice of the expected date of delivery or with the expected date of placement of the child in the home of the unit member in the case of adoption or foster care. If 30 days' advance notice is not possible, the unit member shall notify the District of the expected date of birth or placement as soon as possible.

11.16.2.4 If both parents are employees of the District, each shall be entitled to take leave under this section.

11.16.2.5 Parental leave under this section shall run concurrently with the baby bonding leave under the CFRA. It is the intent of this section to implement the terms and conditions of Education Code section 45196.1 and Government Code section 12945.2, and further interpretations of these laws will apply.

11.16.2.6 Following the 12-workweek period of parental/bonding leave, the unit member may request, and the Board in its sole discretion may grant, an additional unpaid child rearing leave in accordance with the other provisions of this Article.

11.17 **Catastrophic Leave Bank:** Any employee (classified, certificated, management, confidential, non-represented) may make an irrevocable donation of his or her accumulated sick leave to a Catastrophic Leave Bank for use by any employee who has exhausted all applicable personal sick leave on account of a catastrophic illness or injury of the employee or a member of his or her immediate family, subject to the following conditions:

A. The employee who is, or whose immediate family member is, suffering from a catastrophic illness or injury requests to use time from the catastrophic leave bank and provides doctor verification of catastrophic injury or illness. Any such request must be submitted prior to any absences for which the unit member intends to use donated sick leave. The sick leave donation form includes the option for an employee to authorize an immediate family member or the ETA President (for certificated employees), the CSEA President (for classified employees), or a Cabinet member (for management, confidential, or non-represented employees) to request catastrophic leave on behalf of the employee if an employee is incapacitated and unable to make a request.

B. "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time (beyond the time covered by using accrued sick leave), or that incapacitates a member of the employee's immediate family and requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her personal sick leave and other fully-paid time off.

C. A committee shall determine if the need is appropriate, and the number of days granted for each request. The committee will meet and respond to the individual making the request, within ten (10) instruction days of the application for leave. For certificated requests the committee consists of two (2) ETA representatives who have contributed to the bank for the year and two (2) District representatives. For classified requests the committee consists of two (2) CSEA representatives who have contributed to the bank for the year and two (2) District representatives. For management, confidential, and non-represented requests the committee consists of two (2) District representatives, one (1) ETA representative who has contributed to the bank for the year and one (1) CSEA representative who has contributed to the bank for the year. All committee decisions are final.

D. Other than the initial offering where requests for donations are due February 28, 2022, a request for donations will be shared annually in May, and contributions must be made by the last instruction day of the year to be eligible for participation the following year. Employees who participate in one year will automatically participate the following year by making a donation, unless the employee opts out, or unless the bank exceeds 720 days (see Item G below). New employees, hired after the last instruction day each year, must make a contribution by their 10th working day in order to participate. The District shall provide contribution forms.

E. Employees wishing to donate sick leave time must donate one full day of sick leave based on the employee's FTE. For example, a donation of 7.25 hours is required for a full-time certificated employee, a 1.0 FTE, and 8.0 hours is required for a full-time classified employee. A donation of 3.625 hours is required for a certificated employee working 0.5 FTE, and a donation of 2.0 hours is required for a classified employee working 0.25 FTE. All donations are irrevocable. A new employee or a returning employee may contribute one day regardless of the cap (if he/she wants to participate). All sick leave donations are made and withdrawn regardless of the individual's rate of pay.

F. Participation is voluntary and only contributors will be permitted to withdraw from the bank. If a current employee fails to make a contribution by the last instruction day, he/she will not be in the program the following year, regardless of previous participation.

G. If the Catastrophic Leave Bank has a balance greater than or equal to 720 days at the end of May, and no person is approved to draw from the bank, donations will not be requested for the next year. In this case, the bank balance and the participants from the prior year will carry forward. Donations will be accepted by unit members who did not participate in the prior year.

H. A recipient of catastrophic leave has twelve (12) months from the first date of leave to use the leave allocated by the committee.

I. "Immediate family member" is defined as in the California Family Rights Act.*

J. The maximum amount of Catastrophic Leave any one individual can be granted for any one condition/circumstance is 60 workdays. (Note: this is not per year.)

K. The employee who received donated leave hours shall use any leave he or she continues to accrue on a monthly basis prior to receiving leave under this program.

L. The business office shall maintain the bank and monitor the hours.

M. This section is intended to implement Education Code section 44043.5, and further interpretations of this section will apply.

*Immediate family member includes spouses, domestic partner, child or parent. Child means biological, adopted, or foster son or daughter; a stepson or stepdaughter; a legal ward, or a child of an employee who stands in loco parentis to that child, who is either under 18 years of age or an adult dependent child. An adult dependent child is an individual who is 18 years of age or older and who is incapable of self-care because of a mental or physical disability within the meaning of Government Code section 12926(j) and (l).

11.18 **Administrative Leave:** As determined necessary by the Superintendent or designee, an employee may be placed on paid administrative leave for days specified by the District. The employee will continue to receive full pay and benefits as though in work status. During the leave, the employee shall remain available to meet with the District or its agents during the employee's regular work hours.

ARTICLE XII

TRANSFERS

12.1 **Posting Requirements:** When a new position is created, or an existing position becomes vacant, such vacancies shall be posted via email distribution to all classified employees within ten (10) working days of the establishment of vacancies and shall remain open and posted through EdJoin and the District website for not less than seven (7) working days prior to being filled. This shall not restrict the District's ability to employ a substitute employee pending the filling of the vacancy, so long as the District actively pursues the employment of a regular employee.

12.2 **Application Requirement:** Any employee may apply for the vacant position by submitting a written or electronic application to the Personnel Department of the District within the posting period. An employee on leave of absence during the posting period may submit his/her application for transfer personally or through his/her Association representative. The District shall give all employees serious consideration for employment in any vacant position for which they apply within the posting period.

12.3 **Lateral Transfer:** When an employee serving in the class in which the vacancy exists applies within the posting period for transfer to the position, he/she shall be granted the transfer providing the employee's most recent evaluation is satisfactory (does not include Needs Improvement or Unsatisfactory ratings).

When two or more employees serving in the class in which the vacancy exists so apply, the employee with the greatest seniority in the class (hire date in paid status within the class plus higher classes) shall receive the transfer. This section shall prevail over succeeding sections in the event of conflict.

12.4 **Cross-Class Transfer:** When an employee serving in a class other than that in which the vacancy exists applies during the posting period for transfer to the position, he/she shall be granted the transfer when his/her overall qualifications are equal or superior to those of all other applicants, internal and external. When qualifications of an internal applicant and an external applicant are equal, the internal applicant shall be given preference.

The qualifications for a position shall include knowledge and/or skills required in the vacant position, skill test scores and a personal interview. When two or more employees meeting all of the criteria apply in a timely fashion for transfer to the position, the priority shall be given to:

a. The employee within the same job family as the vacancy who has the greatest seniority within the District, if none, then proceed to subsection (b).

b. The employee with two (2) satisfactory evaluations.

Cross-class transfers can only be made by individuals who have at least two (2) consecutive years of satisfactory evaluations immediately preceding the date of transfer request; for employees with less than two (2) years employment with the District one satisfactory evaluation will suffice.

Individuals who receive a cross-class transfer shall be subject to a new probationary period of

six (6) months or 130 days of paid service (whichever is longer) and evaluation in accordance with Article IV. If the employee performs unsatisfactorily during the probationary period, the individual shall be placed back into the position held prior to the cross-class transfer.

12.5 **Posting Information:** All vacancy postings required under Section 12.1 shall include the class title of the vacant position, the current daily, weekly, and annual hours of employment of the position, the current starting and ending hours of the assigned work shift for the position and shall include all steps of the salary range which is assigned the position.

12.6 **Involuntary Transfer:**

12.6.1 Based on the needs of the District and not for arbitrary, disciplinary, or capricious reasons, the District may initiate an involuntary lateral transfer of an employee with written notice of at least 10 workdays, subject to the following limitations:

a. If a unit member is transferred involuntarily, that unit member may not be transferred involuntarily again for at least 12 months;

i. This limitation in 12.6.1.a shall not apply to instructional aides if the instructional aide is involuntarily transferred within the 12-month period subsequent to an involuntary transfer if the additional transfer(s) within the 12 month period is necessary due to: 1) requirements set forth in a student's Individualized Education Plan; 2) a student leaving a school site; or 3) a student enrolling in a school site.

b. The number of work hours shall remain the same.

c. No involuntary transfer will result in a range reduction.

If the transfer results in a change in shift, the unit member will receive notice of at least 10 additional workdays (a minimum of 20 workdays).

12.6.2 In advance of the transfer, the Superintendent or designee shall meet with the employee to discuss the transfer and reasons for the transfer. Upon the request of the employee, reasons for the transfer will be provided in writing before the transfer occurs.

12.6.3 If the unit member believes the involuntary transfer will cause personal hardship or that the decision is arbitrary, disciplinary, or capricious, the unit member shall have five (5) workdays from receipt of the notice to present an appeal to the Director of Personnel. The Director of Personnel will arrange for an appeal panel consisting of one representative chosen by CSEA, one representative chosen by the District, and one neutral representative. The neutral representative will be chosen jointly by the CSEA and District representatives from a list provided by the Director of Personnel of current or retired administrators of other school districts in Humboldt County or Humboldt County Office of Education. The list will include five names, and the panelist will be selected by the process of elimination with the District and CSEA alternating to strike names from the list and the District making the first strike. A potential panelist whose name is struck from any list may be included in lists for other appeals. The panel will consider information related to the transfer provided

by the unit member, CSEA, and the District. The panel will provide a written decision within 10 days of all panel members being selected. A copy of the decision will be given to the unit member, CSEA Chapter President, and the Director of Personnel. The decision of the panel will be final and binding. The decision of the panel may not be the subject of a grievance. The transfer will not be implemented prior to a decision by the panel.

12.6.4 Involuntary transfers do not create a new probationary period.

12.6.5 Unit members subject to an involuntary lateral transfer may voluntarily apply for or seek transfer to any existing vacancies. These requests shall be processed under Article 12.

12.6.6 Involuntary transfers for disciplinary reasons are subject to the terms of the discipline article.

ARTICLE XIII

GRIEVANCE PROCEDURE

It is the desire of the parties to resolve all grievances as expeditiously as possible. All time limits contained within this Article are intended as maximum limits, unless mutually waived and every reasonable effort will be made by the parties to conclude the process as quickly as practicable.

13.1 **Definitions:**

a. A "grievance" is a formal written allegation by a grievant that he/she has been directly affected by a violation of the specific provisions of this Agreement.

b. A "grievant" may be an employee of the District and/or CSEA.

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

d. The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated to adjust grievances.

e. Requests for information pertinent to the alleged violation of the contract shall be submitted on forms provided by the District. Time limits for the filing of a formal grievance shall be extended by the number of days utilized by the District for responding to the request for information specifically related to the alleged grievance.

f. Whenever a grievant is authorized to bring "a conferee(s)" it is agreed that the grievant may bring up to two conferees with no more than one in paid status. A third conferee who is an observer only and not an active participant can attend with prior mutual agreement of the District and the grievant and notice of the name of the third conferee. The District will have no more than two representatives at any such meeting.

13.2 **Informal Level:**

a. Prior to filing a Level 1 formal grievance, the parties shall hold an informal conference for the purpose of resolving the alleged grievance at the earliest practicable level. The grievant must request and the informal conference must be held within 20 calendar days after the act or occurrence giving rise to the grievance or within 20 calendar days of the date that the grievant could have reasonably become aware of its occurrence. The grievant and District may mutually agree to extend the timeline for holding the informal conference (not for requesting it) and such agreement shall be in writing that includes the date for the informal conference. Such extensions for the conference shall not exceed 10 calendar days.

b. The grievant, at his/her discretion, may bring in a conferee(s) of his/her choice. When the grievant is not represented by CSEA, no solution shall be implemented until CSEA is given a statement in writing of the proposed solution and an opportunity to respond.

c. It is expressly understood that all matters discussed at such conferences are intended only for informal use at this level and that this part of the grievance process will not be used as a device for discovery.

13.3 **Formal Level:**

a. **<u>Immediate Supervisor</u> (Level I)**

i. If the grievance is not settled at the informal level, in order for the grievance to not be null and void, the grievant must formally present a statement of the grievance and proposed solution, in writing, to his/her immediate supervisor within 45 calendar days after the act or occurrence giving rise to the grievance or within 45 calendar days of the date that the grievant could have reasonably become aware of its occurrence. The grievant and District may mutually agree to extend the timeline for formally presenting a statement of the grievance and proposed solution, in writing to his/her supervisor and such agreement shall be in writing that includes the date of submittal. Such extensions for the submittal shall not exceed 10 calendar days.

ii. Within ten (10) days of filing the grievance, the immediate supervisor will meet with parties to the alleged grievance prior to rendering his/her decision. The grievant and the immediate supervisor may mutually agree to waive this meeting. The grievant may bring in additional information/documentation in support of his/her grievance at the meeting.

iii. The immediate supervisor shall communicate his/her decision, including reasons and rationale, to the grievant and the CSEA Grievance Chairperson, in writing, within ten (10) days after the formal meeting referenced in (ii) above. If no meeting is held then the response is due 10 days after the last date for such meeting.

iv. The grievant, at his/her discretion, may bring in a conferee(s) of his/her choice; however, the grievant must be physically present.

v. Any grievance which arises from a direct decision made by the Superintendent, or his/her designee shall begin at Level II.

b. **<u>Superintendent's Level</u> (Level II)**

i. The grievant may appeal, in writing, a Level I decision to the Superintendent or his/her designee within ten (10) days after receiving it. The Superintendent or his/her designee shall investigate the details of the alleged grievance and confer with the grievant within ten (10) days. The grievant, at his/her discretion, may bring in a conferee(s) of his/her choice; however, the grievant must be physically present.

ii. The Superintendent or his/her designee shall communicate his/her decision including reasons and rationale to the immediate supervisor and the grievant and the CSEA Grievance Chairperson, in writing, within ten (10) days thereafter.

c. **<u>Arbitration</u> (Level III) (Optional, at employee request)**

i. Should the grievant be dissatisfied with the resolution of the grievance at Level II, the grievant may request that CSEA submit the grievance to Level III. Within fifteen (15) days of the communication of the Superintendent or his/her designee's decision as provided for in 13.3.b.ii., CSEA shall inform the grievant and the Superintendent or his/her designee of its decision.

i. Within ten (10) days of receiving notification of CSEA's decision to go to arbitration, the representative of CSEA will contact the representative of the District and they

shall jointly request a list of five (5) arbitrators from the State Conciliation Service.

iii. Within ten (10) days of the receipt of the State Conciliation Service list, the CSEA representative and the District representative will consider candidates until the selection of an arbitrator is accomplished by mutual consent or by using the strike off method. A formal request for the services of the selected arbitrator will be made at this meeting.

iv. The arbitrator will take such time as is necessary to collect facts regarding the specific grievance. The report of the arbitrator will be submitted to the Superintendent or his/her designee and CSEA and the grievant.

v. The arbitrator's decision on the dispute shall be final and binding on the parties. The arbitrator's decision will be limited to only those alleged violations and facts raised at Levels I and II of this grievance procedure. The arbitrator shall have no power to alter the parties' agreement.

vi. The grievant, at his/her discretion, may bring in a conferee(s) of his/her choice; however, the grievant must be physically present.

vii. All costs of the arbitrator will be borne by the losing party. If the arbitrator's award does not clearly favor either party, the arbitrator shall specify the portion of arbitration costs to be borne by each party as part of the award. All other costs will be the burden of the party incurring them.

13.4 **General Provisions:**

a. Should grievances be settled prior to Level III, any tentative resolution will remain tentative for fifteen (15) days. CSEA will be notified before this time begins and will have an opportunity to make a response. The tentative resolution becomes final and binding at the conclusion of the fifteen (15) day period.

b. The performance of an act which is allegedly subject to grievance does not necessarily compromise the employee's position.

c. Every effort will be made to schedule meetings for the processing of alleged grievances at times which will not interfere with the regular workday of the participants. If any grievance meeting or hearing must be scheduled during the school day, any employee required by either party to participate as a witness, conferee, or grievant in such a meeting or hearing, shall be released from the regular duties without loss of pay for a reasonable amount of time.

d. All steps of the grievance procedure will be processed on forms provided by the District.

e. The parties by mutual agreement in writing may extend the time periods specified at the different levels of the grievance process prior to the expiration of the time line. As part of any extension the written agreement must clearly include the new time limit.

f. An employee may present alleged grievances and have them adjusted without the intervention of the employee organization at Level I.

g. The grievant may terminate the grievance at any time by giving written notice to his/her immediate supervisor or his/her designee. CSEA may not continue an alleged grievance on behalf of an employee unless a decision has been rendered at Level II. In such cases, CSEA may appeal the decision to Level III.

ARTICLE XIV

SAFETY

14.1 The District participates in a risk management Joint Powers Authority that provides educational services related to safety and additionally assesses and addresses safety related concerns. All unit members are encouraged to bring concerns related to safety in the work environment to the attention of the site supervisor or Director of Risk Management in writing using the District safety report form that is available at each work site and/or the District website.

14.2 **Safety Equipment:** Should any employment duties of an employee reasonably require use of standard safety equipment or gear; the District shall furnish such equipment or gear. Standard safety equipment or gear is equipment or gear not specially designed for the use of an individual, such as special eyeglasses.

Any questions as to the necessity of a safety item shall be determined by the State Division of Industrial Safety.

14.3 **Safe Working Environment**: Unit members are entitled to a work environment that is free from unlawful discrimination, harassment, bullying, and physical violence. Such behaviors may exist between unit members, other employees of the District, students or others.

14.3.1 Unit members are encouraged to report their concerns in writing immediately to Assistant Superintendent of Educational Services. Such reports will be reviewed and processed in accordance with applicable District policy and state and federal law. The District will acknowledge receipt of the report/complaint within five (5) workdays of receipt.

14.3.1 The reporting employee shall be notified if the District initiates an investigation and shall be updated on the course and outcome of the investigation in accordance with applicable District policy and state and federal law.

14.3.1.2 If it is determined that inappropriate and/or unlawful conduct has taken place, the District will take appropriate action to address the misconduct, up to and including the full range of disciplinary action.

14.3.2 While unit members are encouraged to bring their concerns/complaints to the District, any unit member may file a complaint with the California Department of Fair Employment and Housing or the federal Equal Employment Opportunity Commission, as applicable.

14.3.3 To the extent any unit member believes that conduct is reportable to another agency, including law enforcement in accordance with Education Code section 44014, the District will not interfere with nor discourage such reporting. Education Code section 44014, or its equivalent, shall be included with the annual notices to employees.

ARTICLE XV

LAYOFF AND REEMPLOYMENT

15.1 **Notice of Layoff:** Notice of layoff shall be given pursuant to the Education Code. The District shall notify any employee(s) affected by the layoff and CSEA, in writing, of the proposed layoff no later than March 15th prior to the effective day of the layoff or sixty (60) days may be given for layoffs of grant funded positions for which ongoing funding will end. The District will notify CSEA in writing fifteen (15) days prior to notices going to employees for layoff. CSEA shall have the right to consult with the District during the notice period to review the proposed layoff, and to determine the manner and order of layoff and the exercise of bumping rights and bumping progressions with the intent for layoff notices to go out to only those employees at the bottom of a bumping chain.

Layoff notices shall specify the reason for the layoff and shall identify by name and classification the employee(s) whose layoff is anticipated with the effective date, the employee's displacement and reemployment rights, if any, and the employee's hearing rights.

15.2 **Hearing Rights:** Except as provided by law, a classified employee subject to layoff may request a hearing to determine if cause exists for not reemploying the employee the following school year. A request for hearing must be in writing and delivered to the superintendent or designee within seven (7) calendar days after the date the notice of layoff is served on the employee. A failure to request a hearing within this timeframe shall constitute a waiver of the employee's right to a hearing.

If a hearing is properly requested, the proceedings shall be conducted consistent with education code section 45117 (c) and other applicable provisions of the law.

A final notice of layoff shall be given to the employee before May 15 unless a continuance is granted after the employee's request for hearing is submitted. If a continuance is granted, the date to serve the final notice of layoff will be extended the number of calendar days of the continuance.

15.3 **Order of Layoff:** Any layoff shall be affected within a class. The order of layoff shall be determined by seniority within that class plus higher classes within the District.

15.4 **Bumping Rights:** Within five (5) working days of the start of the notice period, the affected employees shall meet with the representatives of the District and CSEA to determine if bumping rights will be exercised. The election to exercise bumping rights must be made, if at all, by the employee within three (3) working days of the meeting.

An employee to be laid off from his/her position may elect to bump the least senior employee in the class who works the same number of non-overtime hours. If there is no such employee, bumping shall be to: 1) any vacant bargaining unit position within the same classification regardless of hours; 2) the position held by the least senior employee who works fewer hours, but most nearly equal to those of the affected employee; or, if none, 3) into a lower class where the employee has accrued seniority through prior service in the class. Employees who exercise bumping rights into a lower class or for fewer hours retain all of their reemployment rights to the class and the hours from which originally laid off for an additional period of 24 months beyond the original 39 months. Employees who are bumped by more senior employees shall be

free to exercise their bumping rights in order of seniority.

15.5 **Vacant Position:** Any vacant position in a class shall be deemed to be the least senior employee in the class and shall be bumped into without advertising the vacancy.

15.6 **Salary When Bumping:** An employee who bumps into a lower class retains the salary step placement, professional growth placement, and longevity he/she enjoyed in the higher class.

15.7 **Layoff in Lieu of Bumping:** A laid off employee who elects separation from employment rather than exercising bumping rights retains all reemployment rights.

15.8 **Voluntary Demotion in Lieu of Layoff:** The District may offer any affected employee a reduction in hours, or reduction in class status, in lieu of layoff or bumping rights. An employee, who elects reduced hours, if offered, must make the election within two (2) working days of the meeting with the representative of the District. If such is accepted, the employee, at the option of the employee shall be returned to a position in his/her former class or to a position with increased assigned time as vacancies become available, and without limitation of time. However, if there is a valid reemployment list, the employee shall be ranked on that list in accordance with his/her proper seniority.

15.9 **Reemployment Rights:** Laid off employees are eligible for reemployment in the class and to the hours from which laid off for a period of thirty-nine (39) months and shall be reemployed in the reverse order of seniority/layoff. Their reemployment shall take precedence over any other type of employment. Acceptance, or refusal to accept, a reemployment offer to a position with lower class status or shorter hours than that from which laid off shall not diminish any employee's reemployment rights. Persons on the reemployment list shall have the right to participate in promotional examinations within the District during the 39 months. Failure to accept reemployment in the employee's previous class and at the same, or greater, number of hours shall terminate reemployment rights.

15.10 **Reemployment Notice:** Reemployment rights shall be exercised by the employee giving the District a written notice of desire to receive job opening notices, which shall include a telephone number and address or email address to which such job opening notices are to be mailed or emailed. Following this, the District shall mail or email the employee all job opening notices.

If the employee desires any such opening, he shall apply therefore within the open period for application or seven (7) days from the date of mailing or emailing of the notice, whichever is greater, stating any reemployment preference that he may wish to assert.

Where more than one applicant has reemployment preference, preference shall be assigned based upon seniority.

15.11 **Retirement in Lieu of Layoff:** Any eligible employee may elect to accept a service retirement in lieu of layoff or voluntary demotion in lieu of layoff. Such employee shall, not less than ten (10) days prior to the effective date of the proposed layoff, provide written notification to the District to this effect. The District shall assist the employee in effecting retirement through CalPERS. The employee shall then be placed on a thirty-nine (39) month reemployment list. However, the employee's eligibility for reemployment shall be governed by the applicable statutes within the Government Code, and the Regulations of the CalPERS. The District agrees that when an eligible retiree responds positively and in a timely fashion to an offer of reemployment, the retiree shall be granted the time necessary for terminating retired status and

returning to active service. An eligible retiree who declines to accept an offer of reemployment to a position equal in class and hours to that from which retired shall be removed from the reemployment list and, thereafter, be considered permanently retired. Any election to accept service retirement after being placed on a reemployment list shall be considered retirement in lieu of layoff under this section.

15.12 **Seniority Roster:** The District agrees to maintain an accurate seniority roster for all classes, which shall be updated no later than June 1st of each year. Seniority in each class shall be based on the hire date in that class. CSEA shall be entitled to receive a copy of the seniority roster upon request.

15.13 **Combined Classes:** Employees serving in a combined class, the component classes of which include the same duties as do two or more other classes, shall accrue seniority in the combined class, as well as in each component class.

15.14 **Health Insurance Benefits Following Layoff:** An employee who is to be separated from employment through layoff, and who has served not less than five (5) full academic/calendar years of service in the District, shall continue to be enrolled in and shall continue to receive District contributions for health insurance benefits provided by Section 8.1 hereof for a period ending on the last day of the month which directly follows the month of the layoff.

15.15 **Effects of Layoff:** CSEA and the District recognize that layoffs may trigger problems among the remaining work force in such areas as distribution of the work of laid off employees, preservation of bargaining unit work within the unit, classification level of remaining employees, workload and work scheduling problems, and similar issues. It is agreed that these issues will be addressed on a case-by-case basis, upon receipt by the District of a request to negotiate from CSEA.

15.16 **Definition of Terms:**

a. **Class** – A class is composed of a group of employees working under the same job description., with the following exceptions:

b. **Higher Class –**A class other than an employee's class which receives a higher or the same range of pay.

c. **Lower Class-** A class other than an employee's class which receives a lower range of pay.

d. **Seniority-**The ranking of employees based on each employee's hire date (first date of paid service) as a regular classified employee in the class, plus higher classes.
Seniority accrued prior to a voluntary separation from employment in the District shall not count for seniority purposes.

Seniority shall be determined as of the date the District issues layoff notices. If two or more employees subject to layoff have the same hire date in the class plus higher classes, preference shall be determined by the earliest date of hire as a regular classified employee with the District in any class. If the date remains the same, then preference will be determined by lot.

e. **Bumping Rights-** The process where an employee who would be subject to layoff takes the place of another employee with less seniority.

f. **Layoff-** An interruption in employment for either lack of funds or lack of work.
When the District intends to reduce the hours of a vacant position, the District will notify the Association in writing with two (2) potential meeting dates/times to take place during normal operating hours within three (3) weeks. The Association must respond to the notification within two (2) calendar weeks. If neither of the two (2) dates are acceptable, the Association and the District will identify a mutually acceptable date/time to meet within three (3) weeks of the initial notification.

ARTICLE XVI

COMPLAINTS & DISCIPLINARY ACTION

16.1 **Complaints Against Employees**
Unless otherwise required by law, any parent or citizen complaint about a unit member shall be reported to the unit member by the immediate supervisor receiving the complaint, within five (5) workdays of receipt, if the complaint has the potential for disciplinary action against the unit member.

16.2 **In consultation with the unit member**, if the immediate supervisor believes the concerns may be constructively reviewed and addressed in a meeting with the member and the complaining party, the immediate supervisor shall work to arrange such a meeting. Either the unit member or the complaining party may decline to participate in such a meeting. At the requires of the unit member, an Association representative may be present at the meeting.

16.2.1 The immediate supervisor shall work to schedule the meeting within ten (10 working days of agreement of the parties to meet. However, the meeting shall be scheduled by mutual agreement. If the parties cannot agree on a mutual date within fifteen (15) workdays, then the immediate supervisor shall proceed to process the complaint without a meeting between the parties.

16.2.2 If a meeting is held, the immediate supervisor will facilitate a conversation whereby he concerns of the complaining party are presented and discussed and the interest and perspectives of both parties are heard and discussed. If, as a result of the meeting, the matter is resolved, the immediate supervisor will confirm in writing the outcome of the meeting.

16.2.3 If the matter is not resolved, then the immediate supervisor will proceed to further process the complaint after setting forth in writing the immediate supervisor's understanding of the complaint. This will be provided to the unit member and the complaining party. Alternatively, the complaining party will be given an opportunity to formalize their complaint in writing and a copy will be given to the unit member upon District receipt.

16.2.4 The unit member shall be given time during a duty day without salary deduction to review the complaint and prepare responsive comments should they wish to do so.

16.3 The immediate supervisor of the employee shall investigate and attempt to resolve the complaint to the satisfaction of the parties involved withing thirty (30) days. The investigation will include interviews or written statements of the employee, complainant or witnesses, if any, as well as any pertinent documentation relevant to the complaint. Depending on the nature of the complaint, the District may use outside investigative services to process the complaint. Whenever the District undertakes a review of the complaint, the unit member shall be given an opportunity to respond verbally and in writing to the allegations. In addition, the unit member shall have the right to engage Association representation to assist them in responding.

16.4 Once the immediate supervisor has completed the review and/or investigation of the complaint, both the unit member and the complaining party will be advised in writing of the immediate supervisor's determination within ten(10) working days.

16.5 Complaints which are determined to be without merit shall not be placed in the unit member's personnel file nor utilized in any evaluation, assignment or disciplinary action taken against the unit member.

16.5.1 In the event that documentation is placed in the unit member's personnel file, the unit member shall have an opportunity to respond in writing during the duty day without loss of pay and such response will be included in the unit member's personnel file and attached to the documentation in the personnel file.

16.6 All information or proceedings regarding any complaint shall be kept confidential by the unit member and the District representatives to the extent provided by law.

16.7 Nothing in this article is intended to waive any statutory due process rights of the unit member.

16.8 If the unit member believes the complaint is false or based on hearsay, he or she may file a grievance in accordance with Article 13 to determine validity of the complaint.

16.9 **Disciplinary Action**

Exclusive Provisions**:** Disciplinary action may be imposed upon permanent employees only pursuant to this article.

16.10 **General Provisions:**

a. Discipline may be imposed upon employees only for just cause in accordance with the specific grounds for discipline established in Section 16.6. Disciplinary action includes any action which deprives an employee of any classification or incident of employment or classification and includes dismissal, demotion, suspension, reduction in hours or class, or reassignment, without the employee's written voluntary consent. Discipline does not include changes in work due to layoff.

b. Letters of reprimand shall not be considered disciplinary actions under this Article. Letters of reprimand may be challenged and appealed by the employee through the grievance procedure contained in this agreement if there is an alleged violation of a specific term of this Agreement.

c. Except in those situations where an emergency suspension is justified under Section 16.12, or situations involving serious and inexcusable misconduct on the part of the employee, an employee whose work or conduct is of such a nature as to potentially warrant disciplinary action shall first be specifically warned in writing by the immediate supervisor (the lowest level supervisor who is not a member of the bargaining unit). Such warning shall state the nature of the alleged offense, and any intention the supervisor may have to recommend discipline based on future misconduct. The supervisor shall give a reasonable period of advance warning to permit the employee to correct the deficiency without incurring discipline.

d. It is the intent of the parties that discipline be applied progressively, to afford the employee the maximum opportunity to correct deficient work practices and/or conduct, except when the alleged misconduct warrants more severe discipline. Discipline less than dismissal shall be imposed for corrective purposes only.

Progressive discipline refers to the following actions:

1. Counseling or verbal warning.
2. Written Reprimand or warning.
3. Suspension without pay.
4. Specific warning of termination; and
5. Termination.

These steps are usually taken in sequence when an employee exhibits behavior or performance issues. However, depending on the situation, any step may be repeated, omitted, or taken out of sequence. The District reserves the right to effect immediate termination should the conduct warrant such action. Each case is considered on an individual basis. This does not waive the employee's right to due process as defined in this Article (outlined below).

e. The District shall not initiate any disciplinary action for any cause alleged to have arisen prior to the employee becoming permanent, or for any cause alleged to have arisen more than two (2) years preceding the date of the disciplinary notice.

16.11 **Disciplinary Procedure:**

a. When the District determines that sufficient cause exists for disciplinary action to be taken against an employee, the District shall serve formal notice to that effect upon the employee. Such notice shall be presented to the employee by personal delivery, or by being placed in the U.S. Mail, postage prepaid, addressed to the last known address of the employee.

b. The notice shall state the specific charges against the employee, citing names, dates, times, locations, and circumstances of alleged acts or omissions upon which discipline is to be based. If it is alleged the employee has committed any of the grounds for disciplinary action contained in Section 16.6, such grounds shall be set forth in the notice. The notice shall set forth the charges against the employee with such clarity and specificity, in ordinary and concise language, that the employee may be fully informed of their exact nature.

c. Included with the notice shall be a paper, the signing and return of which by the employee shall constitute a denial of all charges, and a demand for hearing on the charges. The employee shall have not less than ten (10) calendar days from receipt of the notice in which to return the paper to the District and demand a hearing.

d. The employee shall be entitled to an informal pre-hearing (Skelly) meeting on the charges with the appropriate administrators, whether or not the employee demands a formal hearing on the charges. The employee shall be entitled to have a representative of his/her choice at the meeting.

e. If the employee demands a hearing on the charges, the District shall obtain the services of a Hearing Officer from the Office of Administrative Hearings of the State of California to conduct the hearing. The technical rules of evidence shall not apply. The hearing shall be conducted at the convenience of the Hearing Officer. The hearing shall be conducted in open or closed session, based upon the wishes of the employee.

f. The employee shall have the right of counsel and/or representation of his/her choice and at his/her own expense at the hearing. He/she shall have the right to present evidence, testimony, and witnesses on his/her behalf, and the right to cross-examine witnesses of the District. The burden of proof shall remain with the district, and the standard to be met shall be preponderance of evidence.

g. The Hearing Officer shall issue a written decision following conclusion of the hearing, which shall be provided to the District and the employee. In the decision, the Hearing Officer shall issue judgment on each charge and specification contained in the original charges, and on the charge as a whole. The decision shall contain a recommendation for discipline, if any, as found appropriate by the Hearing Officer. The Hearing Officer's recommendation may sustain or reject the original charges and proposed discipline in whole or in part, with amendments thereto, but may not recommend discipline greater than that originally proposed by the District.

h. The Board of Education shall act upon the Hearing Officer's recommendations at the first regular or extraordinary meeting of the Board at which the issue can be legally placed upon the agenda. If the Board's decision includes the imposition of discipline on the employee, the effective date(s) of such discipline shall be indicated. If the charges are rejected and the employee fully reinstated to his/her position, the Board shall rule on the issue of back pay.

16.12 **Emergency Suspension:** CSEA and the District recognize that emergency situations can exist involving the health and welfare of students or other employees. If an employee's presence on District property would lead to a clear and present danger to the lives, safety, or health of students or fellow employees, the District may immediately suspend the employee with pay. No suspension without pay shall occur until a decision is rendered by the Board of Education following the hearing process, or if the employee does not demand a hearing. During the first day of the emergency suspension, the District shall serve required notice upon the employee suspended, who shall be entitled to initiate the hearing process in accordance with the provisions of this article. The provisions of this section and Article do not preclude the District from placing an employee on paid administrative leave in accordance with Article XI (Leaves).

16.13 **Disciplinary Settlement:** A proposed disciplinary action may be settled at any time following service of the required notice on the employee, on any terms acceptable to the employee and the District. The terms of any such settlement shall be reduced to writing, and a copy shall be given to the CSEA Chapter President by the District. An employee offered a disciplinary settlement by the District shall be granted a reasonable amount of time to have the proposed settlement reviewed by his/her chosen representative prior to signing it.

16.14 **Grounds for Disciplinary Action:**

a. Incompetence or ongoing, previously documented, neglect in the performance of assigned duties.

b. Refusal to perform assigned work.

c. Discourteous, abusive, offensive, or immoral conduct or language toward other employees, students, or the public.

d. Dishonesty.

e. Possession or consumption of alcoholic beverages or marijuana on school property or reporting for work while under the influence of alcohol or marijuana.

f. Addiction to, possession on school property of, or being under the influence of narcotics or controlled substances without a prescription.

g. Repeated unexcused absences or tardiness.

h. Absence without notification.

i. Falsifying any information supplied to the District, including information on application forms, employment records, or any other District records.

j. Refusal to take a medical examination required by the District.

k. Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.

l. Conviction of a sex offense as defined in Education Code Section 44010.

m. Persistent violation or refusal to comply with safety rules established by the District, or by any governmental agency with jurisdiction.

n. Abandonment of position, defined as absence without authorized leave for five (5) or more days.

o. Possession while at work of a firearm, imitation firearm, knife, explosive, or other dangerous object of no reasonable use to the employee within the course and scope of employment. As used in this section, "knife" means any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing, a weapon with a blade fitted primarily for stabbing, a weapon with a blade longer than 3 ½ inches, a folding knife with a blade that locks into place or a razor with an unguarded blade.

p. Persistent violation or refusal to comply with rules, policies or regulations established by the District.

16.15 In the event a unit member has a permanent physical or mental inability to perform essential job functions with or without reasonable accommodations, the District may direct a fitness for duty exam. If medically determined that he/she cannot perform such functions, the District shall place the unit member on applicable leaves including personal sick leave, vacation, extended illness and FMLA. At the exhaustion of such leave the unit member shall be placed on the reemployment list in accordance with state law.

ARTICLE XVII

COMPLETION OF MEET AND NEGOTIATION

17.1 This document constitutes the complete agreement of the parties.

17.2 The parties shall have no further obligation to meet and negotiate during the term of this agreement except as provided for in Article XXII, District initiated or legally required changes to matters subject to mandatory bargaining under EERA or by mutual agreement.

17.3 Any additions or changes in the Agreement shall not be effective unless reduced to writing and properly signed and ratified by both parties.

ARTICLE XVIII

EFFECT OF AGREEMENT

18.1 It is understood and agreed that the specific provisions contained in this agreement shall prevail over District practices and procedures and the state laws to the extent permitted by state law, and that in the absence of specific provisions in this agreement, such practices and procedures are discretionary.

ARTICLE XIX

SAVINGS PROVISION

19.1 **Provisions Held Contrary to Law:** If any provisions of this agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions will continue in full force and effect.

19.2 **Replacement of Severed Positions:** In the event any article or section or this agreement shall be held contrary to law, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE XX

CONCERTED ACTIVITIES

20.1 The CSEA 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 CSEA, CSEA agrees in good faith to take all reasonable steps to cause those employees to cease such action.

ARTICLE XXI

MANAGEMENT RIGHTS

21.1 As expressed in the previous agreement between the parties, the District reserves, as its exclusive right and prerogative, to act in all manners not specifically enumerated herein, retaining all powers and authority to direct, manage, and control to the fullest extent of the law; provided, that in the event of an emergency, the District retains its right to take reasonable action in dealing with said emergency. An emergency shall be a natural disaster, an act of civil strife, or other events rendering normal operations of the District to be substantially impaired.

ARTICLE XXII

REOPENERS

22.1 Negotiations are closed for 2024-25. In 2025-26 (1st year reopener) and 2026-27 (2nd year reopener), the parties may open on Pay & Allowance, Health and Welfare and two non-economic topics-one item for each party.

ARTICLE XXIII

DURATION

23.1 The term of this agreement shall be from July 1, 2024, through June 30, 2027.

DATE:_____

FOR EUREKA CITY SCHOOLS

_____
Renae Will, District Negotiator

DATE:_____

FOR CSEA CHAPTER #88

_____
Tina Traylor, Chapter President

FOR ASSOCIATION

_____
Holley Luia, CSEA LRR

APPENDIX A-1

EUREKA CITY SCHOOLS
BLUE COLLAR JOB FAMILIES

1. **FOOD SERVICES**

   Assistant Cook
   Central Kitchen Operations Manager
   Cook Manager
   Food Service Delivery Driver
   Food Service Manager
   Food Service Worker
   Food Service Warehouse Lead
   Food Service Warehouse Worker
   Senior Food Service Worker Middle School Senior
   Food Service Worker Elementary Summer Programs
   Cook

2. **MAINTENANCE**

   Carpenter
   Grounds Maintenance Specialist
   Lead Carpenter
   Lead Grounds Maintenance Specialist
   Lead Locksmith
   Lead Maintenance Specialist
   Lead Painter
   Maintenance Specialist Maintenance
   Utility Worker
   Painter
   Painter Assistant/Summer Maintenance Worker

3. **TRANSPORTATION**

   School Bus Driver
   School Bus Driver/Trainer/Dispatcher
   School Bus Mechanic

4. **OPERATIONS**

   Custodian
   Elementary School Lead Custodian
   High School Custodial Crew Leader
   High School Lead Custodian
   Jr. High School Lead Custodian
   School Custodian/Trainer/Rover
   Swimming Pool-Laundry Operator/Custodian
   Waste/Recycling Specialist

5. **DELIVERY**

   Warehouse Delivery Driver

6. **SINGLE JOB FAMILY**

   Warehouse Delivery Driver/Storekeeper

APPENDIX A-2

EUREKA CITY SCHOOLS
WHITE COLLAR JOB FAMILIES

1. **INSTRUCTIONAL ASSISTANT**

After School Program Assistant
Bus Attendant
Campus Supervisor
Classroom Aide (Paraprofessional)
Instructional Assistant At Risk
Instructional Assistant Indian Education
Instructional Assistant Interpreter/Tutor
Instructional Assistant Special Education III
Lead After School Program Assistant
Licensed Vocational Nurse/Instructional Assistant
Monitor
Playground Activity Supervisor
Preschool Monitor

2. **SECRETARY/CLERICAL**

Children's Center Secretary
CCSPP Support Assistant
Elementary School Secretary
Food Service Secretary/Eligibility Specialist
High School Principal's Secretary/Office Manager
High School Secretary I
Intermediate Clerk Typist
Middle School Secretary
Secondary School Attendance Clerk
Secondary School Counseling Clerk
Secretary
Sr. Clerk Typist
Sr. Secretary M.O.T.
Sr. Secretary
Student Information Support Specialist
Student Information Support Specialist II/Registrar
Technology Secretary

3. **PROFESSIONAL/TECHNICAL**

Behavioral Support Assistant
Bilingual Community Liaison
Bilingual English Learner Technician
CTE Career Guidance Technician
Chronic Absenteeism Prevention Coordinator

Appendix A-2
White Collar Families Continued

Community Schools Liaison
Community Schools Organizer
District Audio Visual Technical Specialist
Educational Services Curriculum, Data & Accountability Tech
Elementary Library Technician
English Learner Technician
Family Recourse Center (FRC) Student Engagement Specialist
Family Services Advocate
Family Support Coach
Guidance Technician
Indian Education Counseling Technician – High School
Indian Education Site Lead
Indian Education Technician
Information Technology Specialist III
Information Technology Specialist IV
Intervention Supervisor
Literacy Technician
Math Technician
Payroll Technician
Principal Account Analyst
Principal Account Analyst II
Restorative Practice Support Specialist
School Health Billing Specialist
Secondary Library/Textbook Technician
Secondary Math Technician
Secondary School Finance Clerk II
Senior Account Clerk – Accounts Payable
Senior Account Clerk – Accounts Receivable
Senior Account Clerk – Health Benefits
Senior Account Clerk – Buyer
Sign Language Interpreter Tutor
Speech Language Pathologist Assistant
Student-Family Liaison (NECEP)
Student Information Systems Specialist
Vocational Caseworker (TTP)
Wellness Coach I
Wellness Coach II

APPENDIX B-1

EUREKA CITY SCHOOLS
BLUE COLLAR SALARY RANGES

Lead Carpenter	16
Lead Locksmith	16
Lead Maintenance Specialist	16
Lead Painter	16
School Bus Driver/Trainer/Dispatcher	16
School Bus Mechanic	16
Carpenter	15
Maintenance Specialist	15
Maintenance Utility Worker	15
Painter	15
Central Kitchen Operations Manager	14
High School Lead Custodian	14
School Bus Driver	14
School Custodian/Trainer/Rover	14
Food Service Warehouse Lead	13
Warehouse Delivery Driver/Storekeeper	13
Food Service Manager	12
Painter Assistant/Summer Maintenance Worker	12
Waste/Recycling Specialist	12
Summer Programs Cook	11
Swimming Pool-Laundry Operator/Custodian	11
Cook Manager	10
High School Custodial Crew Leader	10
Jr. High School Lead Custodian	10
Elementary School Lead Custodian	9
Lead Grounds Maintenance Specialist	9
Assistant Cook	7
Grounds Maintenance Specialist	7
Food Service Delivery Driver	6
Food Service Warehouse Worker	6
Warehouse Delivery Driver	6
Custodian	5
Sr. Food Service Worker Middle School	4
Sr. Food Service Worker Elementary	3
Food Service Worker	1

BLUE COLLAR SALARY RANGES (INACTIVE)

Bus Driver/Dispatcher	12
Stage Tech/Custodian	12
Alternative Programs Lead Custodian	11
Lead Grounds Maintenance/Bus Driver	11
Mechanic Assistant	9
Shuttle Driver/Route Coordinator	7
Groundskeeper/Custodian	6
Food Service Worker Cashier High School	3

APPENDIX B-2

EUREKA CITY SCHOOLS
WHITE COLLAR SALARY RANGES

Information Technology Specialist IV	20
Principal Account Analyst II	19
Student Information System Specialist II	19
Sign Language Interpreter Tutor	18
Speech/Language Pathology Assistant	18
High School Principal's Secretary/Office Manager	17
Information Technology Specialist III	17
Principal Account Analyst	17
Wellness Coach II	17
Community Schools Organizer	16
Indian Ed Site Lead	16
Payroll Technician	16
School Health Billing Specialist	16
Senior Account Clerk – Health Benefits	16
Student Information Systems Specialist	16
Wellness Coach I	16
CTE Career Guidance Technician	15
Chronic Absenteeism Prevention Coordinator	15
Guidance Technician	15
Indian Education Technician	15
Senior Account Clerk – Accounts Payable	15
Senior Account Clerk – Accounts Receivable	15
Senior Account Clerk – Buyer	15
Behavioral Support Assistant	14
Community Schools Liaison	14
District AV Tech Specialist	14
Family Support Coach	14
Intervention Supervisor	14
Restorative Practice Support Specialist	14
Student Information Support Specialist II/Registrar	14
Vocational Caseworker (TPP)	14
Ed Services Curriculum, Data & Accountability Tech	13
FR Student Engagement Specialist	13
Food Service Secretary/Eligibility Specialist	13
Middle School Secretary	13
Senior Secretary M.O.T.	12
CCSPP Support Assistant	11
Children's Center Secretary	11
Elementary School Secretary	11

Page 2
Appendix B-2
White Collar Salary Ranges Continued

High School Secretary I	11
Licensed Vocational Nurse/Instructional Assistant	11
Senior Secretary	11
Instructional Assistant Special Ed III	10
Lead After School Program Assistant	10
Student Information Support Specialist	10
Bilingual English Learner Technician	9
English Learner Technician	9
Indian Education Counseling Technician – High School	9
Instructional Assistant Indian Education	9
Literacy Technician	9
Math Technician	9
Secondary Library/Textbook Technician	9
Secondary Math Technician	9
Secondary School Finance Clerk II	9
Secretary	9
Technology Secretary	9
Attendance/Int. Clerk Typist	8
Elementary Library Technician	8
Campus Supervisor	8
After-School Program Assistant	7
Classroom Aide (Paraprofessional)	7
Instructional Assistant – At Risk	7
Secondary School Attendance Clerk	7
Secondary School Counseling Clerk	7
Senior Clerk Typist	7
Bilingual Community Liaison	6
Family Services Advocate	6
Bus Attendant	5
Early Education Assistant	4
Pre-School Monitor	2
Monitor	1
Playground Activity Supervisor	1

APPENDIX B-2

EUREKA CITY SCHOOLS
WHITE COLLAR SALARY RANGES (INACTIVE)

Lead Payroll Technician	17
Student Support Technician	17
Information Technology Specialist II	16
Account Analyst	15
Duplicating Services Specialist	14
Secretary to the Senior Director	14
Adult School Senior Secretary	11
Buyer	11
Instructional Assistant Interpreter/Tutor	11
NECEP Student-Family Liaison	11
Computer Lab Technician	10
Coordinating Assistant After School Programs	10
Educational Services Technician	10
Even Start Family Literacy Mentor	9
Indian Ed Community Liaison	9
Intermediate Account Clerk	9
Latino Community Liaison	9
Secretary Indian Education	9
Student Information Systems Operator	9
Covid Testing Support Aide	7
Instructional Assistant Special Education II	7
Receptionist/Substitute Teacher Scheduler/Account Clerk	7
Instructional Assistant Special Education I	5
Secondary School Finance Clerk I	5
Secondary School Textbook/Copy Clerk	5
Account Clerk	4
Adult School Counseling Clerk	4
Children's Center Assistant (After-School Program)	4
Health Aide	4
Vocational Rehabilitation Specialist	4
Bilingual Instructional Assistant	3
Child Care Aide	3
Instructional Assistant Adult Education	3
Instructional Assistant Child Associate	3
Instructional Assistant Non Public Schools	3
Instructional Assistant Special Projects	3

Appendix C

Salary Schedule
2026-2027
Effective July 1, 2026

	Step	1%	1.50%	2%	2.50%	3%	3.50%	4%	4.50%	5%	4%	4%	4%	4%	4%	WHITE COLLAR	BLUE COLLAR
Range	1	2	3	4	5	6	7	8	9	10	11-15	16-20	21-25	26-30	31+		
A	18.60	18.79	19.07	19.45	19.94	20.53	21.25	22.10	23.10	24.25	25.22	26.23	27.28	28.37	29.51	Monitor, Preschool Asst.	Food Service Worker
B	19.06	19.26	19.54	19.94	20.43	21.05	21.78	22.65	23.67	24.86	25.85	26.89	27.96	29.08	30.24	Bus Attendant	Sr. Food Service Worker Middle School, Senior Food Service Worker
C	19.54	19.74	20.03	20.43	20.94	21.57	22.33	23.22	24.27	25.48	26.50	27.56	28.66	29.81	31.00	Bilingual Community Liaison, Family Services Advocate, Attendance/Intermediate Clerk Typist	Food Service Delivery Driver, Food Service Warehouse Worker, Warehouse Delivery Driver,Custodian
D	20.03	20.23	20.53	20.94	21.47	22.11	22.89	23.80	24.87	26.12	27.16	28.25	29.38	30.55	31.77	After School Program Asst, Classroom Aide (Paraprofessional), Instructional Asst-At Risk, Secondary School Att Clerk, Secondary School Counseling Clerk, Senior Clerk Typist, Alt Ed Secretary I	Assistant Cook, Grounds Maintenance Specialist
E	20.53	20.74	21.05	21.47	22.00	22.66	23.46	24.40	25.49	26.77	27.84	28.95	30.11	31.32	32.57	Campus Supervisor, Elem Library Tech	
F	21.04	21.25	21.57	22.00	22.55	23.23	24.04	25.01	26.13	27.44	28.54	29.68	30.86	32.10	33.38	Bilingual English Learner Tech, English Learner Tech, Ind Ed Counseling Tech-HS, Literacy Tech, Math Tech, Secondary Library/Textbook Tech, Secondary Math Tech, Secondary School Finance Clerk II, Secretary, Tech Secretary, Instructional Assist Indian Ed, Early Education Asst, TK Classroom Aide	Lead Grounds Maintenance Specialist
G	21.57	21.79	22.11	22.55	23.12	23.81	24.65	25.63	26.78	28.12	29.25	30.42	31.64	32.90	34.22	Health Aide, Instructional Asst SPED III, Lead After School Program Asst, Student Info Support Specialist	Cook Manager, High School Custodial Crew Leader, Jr High School Lead Custodian, Elem School Lead Custodian
H	22.11	22.33	22.67	23.12	23.70	24.41	25.26	26.27	27.45	28.83	29.98	31.18	32.43	33.72	35.07	Children's Center Secretary, CCSPP Support Assist, Elem School Secretary, HS Secretary I, LVN/Instructional Asst, Senior Secretary	Summer Programs Cook, Swimming Pool- Laundry Operator/Custodian
I	22.66	22.89	23.23	23.70	24.29	25.02	25.89	26.93	28.14	29.55	30.73	31.96	33.24	34.57	35.95	Senior Secretary M.O.T., Alternative Education Program Secretary II	Food Service Manager, Painter Asst/Summer Maint Worker, Waste/Recycling Specialist
J	23.23	23.46	23.81	24.29	24.90	25.64	26.54	27.60	28.84	30.29	31.50	32.76	34.07	35.43	36.85	Food Service Secretary/Eligibility Spec, Middle School Secretary	Food Service Warehouse Lead, Warehouse Delivery Driver/Storekeeper
K	23.81	24.05	24.41	24.90	25.52	26.28	27.20	28.29	29.57	31.04	32.29	33.58	34.92	36.32	37.77	BSA, Comnunity Schools Liaison, District AV Tech Spec, Family Support Coach, Intervention Supervisor, Restorative Practices Support Specialist, Student Info Support Specialist II/Registrar, Voc Caseworker TPP, Personnel Support Specialist, FRC Student Engagement Spec, Ed Svcs Curric, Data & Accountability Tech	Central Kitchen Ops Mgr, High School Lead Custodian, School Bus Driver, School Bus Driver/Utility Worker, School Custodian/Trainer/Rover
L	24.40	24.65	25.02	25.52	26.16	26.94	27.88	29.00	30.30	31.82	33.09	34.42	35.79	37.22	38.71	Attendance Recovery Specialist, CTE Career Guidance Tech, Guidance Tech,Indian Ed Tech, Sr Acct Clerk-Accounts Payable, Sr Acct Clerk-Accounts Recievable, Sr Acct Clerk-Buyer	Carpenter, Maintenance Specialist, Maintenance Utility Worker, Painter
M	25.01	25.26	25.64	26.16	26.81	27.61	28.58	29.72	31.06	32.62	33.92	35.28	36.69	38.16	39.68	Community Schools Organizer, Payroll Tech, School Health Billing Spec, Senior Acct Clerk-Health Benefits, Student Info Systems Spec, Wellness Coach I, Indian Ed Site Lead	Lead Carpenter, Lead Locksmith, Lead Maintenance Specialist, Lead Painter, School Bus Mechanic, School Bus Driver/Trainer/Dispatcher
N	25.64	25.90	26.28	26.81	27.48	28.31	29.30	30.47	31.84	33.43	34.77	36.16	37.60	39.11	40.67	HS Principal's Secty/Office Mgr, Info Tech Specialist III, Principal Account Analyst, Wellness Coach II	
O	26.28	26.54	26.94	27.48	28.17	29.01	30.03	31.23	32.63	34.27	35.64	37.06	38.55	40.09	41.69	Sign Language Interpreter Tutor, Speech Lang Path Assist	
p	26.94	27.21	27.62	28.17	28.87	29.74	30.78	32.01	33.45	35.12	36.53	37.99	39.51	41.09	42.73	Principal Account Analyst II, Student Info Systems Spec II	
Q	27.61	27.89	28.31	28.87	29.59	30.48	31.55	32.81	34.29	36.00	37.44	38.94	40.50	42.12	43.80	Info Tech Specialist IV	
R	28.3	28.58	29.01	29.59	30.33	31.24	32.34	33.63	35.14	36.9	38.38	39.91	41.51	43.17	44.9		
S	29.01	29.3	29.74	30.33	31.09	32.02	33.15	34.47	36.02	37.82	39.34	40.91	42.55	44.25	46.02		
T	29.73	30.03	30.48	31.09	31.87	32.83	33.97	35.33	36.92	38.77	40.32	41.93	43.61	45.35	47.17		

Board Approval 9/10/2026

APPENDIX D BENEFIT PLAN

Mario da Costa, Director
Fiscal Services
2100 J Street | Eureka, CA 95501

Eureka City Schools

TO: Potential New Classified Employee
FROM: Shannon Sandlin, Health Benefits
RE: Health Benefits through Eureka City Schools

Thank you for showing interest in joining the team at Eureka City Schools. Enclosed you will find information regarding our health benefits plans. This is NOT an official enrollment packet. You will receive the official packet after accepting the offer of employment. Employees who work 90% or more of a full-time equivalent employee (30 hours a week) must enroll in medical coverage. If a classified employee works 40 hours a week, they must enroll in all of the health benefit plans.

Some Terminology to Know

- Composite Rate: No change in cost of the plan to include your spouse or children
- Tiered Rate (only applies to medical): Change in cost to include your spouse or children
- Incentive Plan (only applies to dental): new members start at a lower incentive level and must receive services at least once per calendar year to advance to the next level.
- Deductible: the amount you must pay for acceptable charges/claims before your plan begins to make payments.
- Maximum out-of-pocket: the most you will pay during a calendar year for acceptable charges/claims.
- Co-payment: a fixed amount you must pay for an in-network visit.
- Health Savings Account (HSA) Eligible – allows tax free dollars to be deposited through payroll into this special account. HSA accounts go with the employee if they leave their employer and unused dollars rollover from year to year.

MEDICAL (most plans have a composite rate & the HSA $5000 plan has a tiered rate)
Full-Time Employees: the District's maximum contribution is $1,166.00 per month
Seven different medical plans to choose from
Rate is adjusted each October

DENTAL (Incentive, Composite Rate Plan)
Full-Time Employees: the District pays 100%; Part-time Employees: Receive pro-rated contribution
Currently there are very few in network Delta Dental dentist
Rate is adjusted each July

VISION (Composite Rate Plan)
Full-Time Employees: the District pays 100%; Part-time Employees: Receive pro-rated contribution
Rate is adjusted each July

MORE INFORMATION ON BACK

eurekacityschools.org
(707) 441-2436 | Fax (707) 441-0291

If you would like more detailed information than what is included, copies of each health plan's documents can be found on Eureka City Schools' website. Go to: www.eurekacityschools.org & select "For Staff" then "Health Benefit Plans"

Health benefit coverage will become effective the first day of the month following your hire date (unless you are hired on the first, in which case it is immediately effective). It can take up to three (3) weeks for applications to be processed and members to reflect having coverage. Because of this, completed enrollment applications should be returned as quickly as possible. However, you can have up to 30 days from the qualifying date to enroll in health benefits.

All health benefit premiums are paid through payroll deduction. When employees work less than 12 months, they must pay the District their share of cost for coverage over the summer break. Eureka City Schools collects the annual amount owed for July & August ahead of time through payroll.

The payroll program calculates the annual cost for health benefits, making adjustments throughout the year when changes are made to an employee's share of cost, and divides it by the number of payroll checks an employee receives during that academic year. Most classified positions normally have 10 paychecks for the academic year. If an employee enrolls in health benefits later in the academic year, the summer benefits deduction will be from fewer paychecks. If an employee leaves employment, any refund owed will be returned to the employee on their final (or next regular) paycheck.

If you have any questions regarding health benefits, please feel free to contact Shannon Sandlin:
- By Telephone: 441-2430
- By Email: sandlins@eurekacityschools.org

Normal work hours are from 8:00 am to 5:00 pm and lunch break is from 11:30 to 12:30.

CLASSIFIED ENROLLED PRORATION OF BENEFITS
Effective October 1, 2024 - September 30, 2025

		EMPLOYEE MEDICAL RATE INFORMATION								
		PLAN A	PLAN B	PLAN C	PLAN D	PLAN F	PLAN E	HSA $5000 1	HSA $5000 2	DIST MED
%	8	$ 1,873.00	$ 1,738.00	$ 1,624.00	$ 1,510.00	$ 1,239.00	$ 1,150.00	$ 707.00	$ 1,127.00	$ 1,166.00
FTE	HRLY	EMP	EMP	EMP	EMP	EMP	EMP	EMP	EMP	DIST
0.46875	**3.75**	1326.44	1191.44	1077.44	963.44	692.44	603.44	160.44	580.44	546.56
0.50000	**4.00**	1290.00	1155.00	1041.00	927.00	656.00	567.00	124.00	544.00	583.00
0.50413	**4.03**	1285.19	1150.19	1036.19	922.19	651.19	562.19	119.19	539.19	587.81
0.51250	**4.10**	1275.42	1140.42	1026.42	912.42	641.42	552.42	109.42	529.42	597.58
0.51675	**4.13**	1270.47	1135.47	1021.47	907.47	636.47	547.47	104.47	524.47	602.53
0.51875	**4.15**	1268.14	1133.14	1019.14	905.14	634.14	545.14	102.14	522.14	604.86
0.52500	4.20	1260.85	1125.85	1011.85	897.85	626.85	537.85	94.85	514.85	612.15
0.53125	4.25	1253.56	1118.56	1004.56	890.56	619.56	530.56	87.56	507.56	619.44
0.53750	**4.30**	1246.27	1111.27	997.27	883.27	612.27	523.27	80.27	500.27	626.73
0.54375	**4.35**	1238.99	1103.99	989.99	875.99	604.99	515.99	72.99	492.99	634.01
0.55000	**4.40**	1231.70	1096.70	982.70	868.70	597.70	508.70	65.70	485.70	641.30
0.56250	**4.50**	1217.12	1082.12	968.12	854.12	583.12	494.12	51.12	471.12	655.88
0.56875	4.55	1209.84	1074.84	960.84	846.84	575.84	486.84	43.84	463.84	663.16
0.57500	4.60	1202.55	1067.55	953.55	839.55	568.55	479.55	36.55	456.55	670.45
0.58125	4.65	1195.26	1060.26	946.26	832.26	561.26	472.26	29.26	449.26	677.74
0.58750	4.70	1187.97	1052.97	938.97	824.97	553.97	464.97	21.97	441.97	685.03
0.59375	4.75	1180.69	1045.69	931.69	817.69	546.69	457.69	14.69	434.69	692.31
0.60000	**4.80**	1173.40	1038.40	924.40	810.40	539.40	450.40	7.40	427.40	699.60
0.61530	4.9224	1155.56	1020.56	906.56	792.56	521.56	432.56	0.00	409.56	717.44
0.62425	4.9940	1145.12	1010.12	896.12	782.12	511.12	422.12	0.00	399.12	727.88
0.62500	**5.00**	1144.25	1009.25	895.25	781.25	510.25	421.25	0.00	398.25	728.75
0.63125	5.05	1136.96	1001.96	887.96	773.96	502.96	413.96	0.00	390.96	736.04
0.65000	5.20	1115.10	980.10	866.10	752.10	481.10	392.10	0.00	369.10	757.90
0.65625	**5.25**	1107.81	972.81	858.81	744.81	473.81	384.81	0.00	361.81	765.19
0.67500	**5.40**	1085.95	950.95	836.95	722.95	451.95	362.95	0.00	339.95	787.05
0.68750	**5.50**	1071.37	936.37	822.37	708.37	437.37	348.37	0.00	325.37	801.63
0.70000	5.60	1056.80	921.80	807.80	693.80	422.80	333.80	0.00	310.80	816.20
0.71875	**5.75**	1034.94	899.94	785.94	671.94	400.94	311.94	0.00	288.94	838.06
0.72500	**5.80**	1027.65	892.65	778.65	664.65	393.65	304.65	0.00	281.65	845.35
0.73000	5.84	1021.82	886.82	772.82	658.82	387.82	298.82	0.00	275.82	851.18
0.74375	**5.95**	1005.79	870.79	756.79	642.79	371.79	282.79	0.00	259.79	867.21
0.75000	**6.00**	998.50	863.50	749.50	635.50	364.50	275.50	0.00	252.50	874.50
0.75375	6.03	994.13	859.13	745.13	631.13	360.13	271.13	0.00	248.13	878.87
0.75625	6.05	991.21	856.21	742.21	628.21	357.21	268.21	0.00	245.21	881.79
0.78125	**6.25**	962.06	827.06	713.06	599.06	328.06	239.06	0.00	216.06	910.94
0.78750	**6.30**	954.77	819.77	705.77	591.77	320.77	231.77	0.00	208.77	918.23
0.79375	**6.35**	947.49	812.49	698.49	584.49	313.49	224.49	0.00	201.49	925.51
0.80000	**6.40**	940.20	805.20	691.20	577.20	306.20	217.20	0.00	194.20	932.80
0.81250	**6.50**	925.62	790.62	676.62	562.62	291.62	202.62	0.00	179.62	947.38
0.82500	6.60	911.05	776.05	662.05	548.05	277.05	188.05	0.00	165.05	961.95
0.83300	6.66	901.72	766.72	652.72	538.72	267.72	178.72	0.00	155.72	971.28
0.84375	**6.75**	889.19	754.19	640.19	526.19	255.19	166.19	0.00	143.19	983.81
0.87500	**7.00**	852.75	717.75	603.75	489.75	218.75	129.75	0.00	106.75	1020.25
0.88750	7.10	838.17	703.17	589.17	475.17	204.17	115.17	0.00	92.17	1034.83
0.90000	7.20	823.60	688.60	574.60	460.60	189.60	100.60	0.00	77.60	1049.40
0.90625	**7.25**	816.31	681.31	567.31	453.31	182.31	93.31	0.00	70.31	1056.69
0.91250	**7.30**	809.02	674.02	560.02	446.02	175.02	86.02	0.00	63.02	1063.98
0.91875	**7.35**	801.74	666.74	552.74	438.74	167.74	78.74	0.00	55.74	1071.26
0.92500	**7.40**	794.45	659.45	545.45	431.45	160.45	71.45	0.00	48.45	1078.55
0.93750	**7.50**	779.87	644.87	530.87	416.87	145.87	56.87	0.00	33.87	1093.13
0.95000	7.60	765.30	630.30	516.30	402.30	131.30	42.30	0.00	19.30	1107.70
0.96875	**7.75**	743.44	608.44	494.44	380.44	109.44	20.44	0.00	0.00	1129.56
0.97300	**7.78**	738.48	603.48	489.48	375.48	104.48	15.48	0.00	0.00	1134.52
0.99125	**7.93**	717.20	582.20	468.20	354.20	83.20	0.00	0.00	0.00	1155.80
1.00000	**8.00**	707.00	572.00	458.00	344.00	73.00	0.00	0.00	0.00	1166.00

D&V

DENTAL	96.00	Keenan
VISION	15.00	Keenan

COBRA RATES

SISC	CAP	FULL PREMIUM Plan A	Plan B	Plan C	Plan D	Plan F	Plan E
	$ 1,166.00	$ 1,873	$ 1,738	$ 1,624	$ 1,510	$ 1,239	$ 1,150
75%		$ 1,404.75	$ 1,303.50	$ 1,218.00	$ 1,132.50	$ 929.25	$ 862.50
COBRA		***$ 1,910.46***	**$ 1,772.76**	**$ 1,656.48**	**$ 1,540.20**	**$ 1,263.78**	**$ 1,173.00**

COBRA RATES

DENTAL	97.92
VISION	15.30

	HSA $5000 1	HSA $5000 2
	$ 707	$ 1,127
75%	$ 530.25	$ 845.25
COBRA	**$ 721.14**	**$ 1,149.54**

10/9/2024 12:56 PM

SISC
Self-Insured Schools of California
Schools Helping Schools

ECS Classified Members
October 1, 2024 - September 30, 2025

	PLAN A	PLAN B	PLAN C	PLAN D	PLAN F	PLAN E	HSA $5000
2024-2025	Anthem	Anthem	Anthem	Anthem	Anthem	Anthem	Anthem
	100-D $20	90-G $20	80-G $20	80-K $30	80-M $40	HSA $5000 (Formerly Minimum Value)	Two-Tier HSA $5000 (Formerly Anchor Bronze)
MEDICAL - CALENDAR YEAR Deductibles & Maximums	Member Pays	Member Pays	Member Pays	Member Pays	Member Pays	Member Pays	Member Pays
Individual/Family Deductibles	$300/$600	$500/$1,000	$500/$1,000	$1,000/$2,000	$3,000/$6,000	$5,000/$10,000*	$5,000/$10,000*
Individual/Family Out-of-Pocket (OOP) Max (includes medical deductibles, co-insurance and co-pays)	$1,000/$3,000	$1,000/$3,000	$2,000/$4,000	$3,000/$6,000	$4,000/$8,000	$6,350/$12,700*	$6,350/$12,700*
						*Includes Rx	*Includes Rx
PROFESSIONAL SERVICES							
Office Visit (OV) co-pay ($0 Copay for 1st 3 cal yr Primary Care OV on Non-HSA PPO plans)	$20	$20	$20	$30	$40	Deductible, then 30%	Deductible, then 30%
Urgent Care co-pay	$20	$20	$20	$30	$40	30%	30%
Specialists/Consultants co-pay	$20	$20	$20	$30	$40	30%	30%
Prenatal, postnatal office visit co-pay	$20	$20	$20	$30	$40	30%	30%
Scans: CT, CAT, MRI, PET etc.	0%	10%	20%	20%	20%	30%	30%
Diagnostic X-ray & Laboratory Procedures	0%	10%	20%	20%	20%	30%	30%
Infertility (Refer to Plan Document)	Not covered	Not covered	Not covered	Not covered	Not covered	Not covered	Not covered
Preventive Care (includes physical exams & screenings)	0% Ded Waived	0% Ded Waived	0% Ded Waived	0% Ded Waived	0% Ded Waived	0% Ded Waived	0% Ded Waived
HOSPITAL & SKILLED NURSING FACILITY SERVICES							
Emergency Room visit (copay waived if admitted)	0% $100 co-pay	10% $100 co-pay	20% $100 co-pay	20% $100 co-pay	20% $100 co-pay	30% $100 co-pay	30% $100 co-pay
Inpatient Hospital (preauthorization required) - limits may apply	0%	10%	20%	20%	20%	30%	30%
Outpatient Hospital	0%	10%	20%	20%	20%	30%	30%
Surgery, Outpatient (performed in Surgery Center)	0%	10%	20%	20%	20%	30%	30%
Surgery, Outpatient (performed in a Hospital) - limits may apply	0%	10%	20%	20%	20%	30%	30%
MENTAL HEALTH & SUBSTANCE ABUSE TREATMENT							
INPATIENT: Facility Based Care (preauth required)	0%	10%	20%	20%	20%	30%	30%
OUTPATIENT: Facility Based Care (preauth required)	0%	10%	20%	20%	20%	30%	30%

SISC
Self-Insured Schools of California
Schools Helping Schools

ECS Classified Members
October 1, 2024 - September 30, 2025

2024-2025	PLAN A	PLAN B	PLAN C	PLAN D	PLAN F	PLAN E	HSA $5000
	Anthem	Anthem	Anthem	Anthem	Anthem	Anthem	Anthem
	100-D $20	90-G $20	80-G $20	80-K $30	80-M $40	HSA $5000 (Formerly Minimum Value)	Two-Tier HSA $5000 (Formerly Anchor Bronze)
OTHER SERVICES							
Ambulance (Ground or Air)	0% $100 co-pay	10% $100 co-pay	20% $100 co-pay	20% $100 co-pay	20% $100 co-pay	30% $100 co-pay	30% $100 co-pay
Acupuncture - Limits apply	0% Uses ASH Network	10% Uses ASH Network	20% Uses ASH Network	20% Uses ASH Network	20% Uses ASH Network	30% Uses ASH Network	30% Uses ASH Network
Chiropractic - Limits apply	0% Uses ASH Network	10% Uses ASH Network	20% Uses ASH Network	20% Uses ASH Network	20% Uses ASH Network	30% Uses ASH Network	30% Uses ASH Network
Durable Medical Equipment (DME)	0%	10%	20%	20%	20%	30%	30%
Physical and Occupational Therapy - Limits apply	0%	10%	20%	20%	20%	30%	30%
Hearing Aids	Amount in excess of $700 allowance/24 months	10% and Amount in excess of $700 allowance/24 months	20% and Amount in excess of $700 allowance/24 months	20% and Amount in excess of $700 allowance/24 months	20% and Amount in excess of $700 allowance/24 months	10% and Amount in excess of $700 allowance/24 months	10% and Amount in excess of $700 allowance/24 months
PHARMACY BENEFITS							
Plan	200/10-35	200/10-35	9-35	200/10-35	200/10-35	HSA Rx	HSA Rx
Pharmacy Benefit Manager	Navitus	Navitus	Navitus	Navitus	Navitus	Navitus	Navitus
Individual/Family Brand & Specialty Rx Deductibles	$200/$500	$200/$500	none	$200/$500	$200/$500	Included w/ Medical ded	Included w/ Medical ded
Individual/Family Rx Out-of-Pocket (OOP) Max (includes Rx deductibles and co-pays)	$2,500/$3,500	$2,500/$3,500	$2,500/$3,500	$2,500/$3,500	$2,500/$3,500	Included w/ Med OOP Max	Included w/ Med OOP Max
Generic co-pay/30 days supply	$0 at Costco $10 at Other Network	$0 at Costco $10 at Other Network	$0 at Costco $9 at Other Network	$0 at Costco $10 at Other Network	$0 at Costco $10 at Other Network	Deductible, then $0 at Costco or $9 at Other Network	Deductible, then $0 at Costco or $9 at Other Network
Brand co-pay/30 days supply	$35	$35.00	$35.00	$35.00	$35.00	Deductible, then $35	Deductible, then $35
Specialty co-pay/up to 30 days supply	$35 Must Use Navitus Mail	$35 Must Use Navitus Mail	$35 Must Use Navitus Mail	$35 Must Use Navitus Mail	$35 Must Use Navitus Mail	Deductible, then $35 (Must Use Navitus Mail)	Deductible, then $35 (Must Use Navitus Mail)
Mail Order (Generic-Brand co-pay/90 days supply)	$0-$90	$0-$90	$0-$90	$0-$90	$0-$90	Deductible, then $0-$90	Deductible, then $0-$90
Mail Order Pharmacy	Costco Mail Order Pharmacy	Costco Mail Order Pharmacy	Costco Mail Order Pharmacy	Costco Mail Order Pharmacy	Costco Mail Order Pharmacy	Costco Mail Order Pharmacy	Costco Mail Order Pharmacy

This sheet is only a brief summary of In-Network patient costs. Please refer to the plan documents available through your district for applicable details, limitations, and exclusions. Out-of-Network services may not be covered. Employee cost/payroll deduction, if applicable, can be requested from the district.

DELTA DENTAL

Keep Smiling

Delta Dental PPO™

Save with PPO

Visit a dentist in the PPO[1] network to maximize your savings.[2] These dentists have agreed to reduced fees, and you won't get charged more than your expected share of the bill.[3] Find a PPO dentist at **deltadentalins.com**.

Set up an online account

Get information about your plan anytime, anywhere by signing up for an online account at **deltadentalins.com**. This useful service, available once your coverage kicks in, lets you check benefits and eligibility information, find a network dentist and more.

Check in without an ID card

You don't need a Delta Dental ID card when you visit the dentist. Just provide your name, birth date and enrollee ID or Social Security number. If your family members are covered under your plan, they will need your information. Prefer to take a paper or electronic ID card with you? Simply log in to your account, where you can view or print your card with the click of a button.

Coordinate dual coverage

If you're covered under two plans, ask your dental office to include information about both plans with your claim, and we'll handle the rest.

Understand transition of care

Did you start on a dental treatment plan before your PPO coverage kicked in? Generally, multi-stage procedures are only covered under your current plan if treatment began after your plan's effective date of coverage.[4] You can find this date by logging in to your online account.

Newly covered?

Visit **deltadentalins.com/welcome**.

Save with a PPO dentist

PPO

NON-PPO

[1] In Texas, Delta Dental Insurance Company provides a dental provider organization (DPO) plan.

[2] You can still visit any licensed dentist, but your out-of-pocket costs may be higher if you choose a non-PPO dentist. Network dentists are paid contracted fees.

[3] You are responsible for any applicable deductibles, coinsurance, amounts over annual or lifetime maximums and charges for non-covered services. Out-of-network dentists may bill the difference between their usual fee and Delta Dental's maximum contract allowance.

[4] Applies only to procedures covered under your plan. If you began treatment prior to your effective date of coverage, you or your prior carrier is responsible for any costs. Group- and state-specific exceptions may apply. If you are currently undergoing active orthodontic treatment, you may be eligible to continue treatment under Delta Dental PPO. Review your Evidence of Coverage, Summary Plan Description or Group Dental Service Contract for specific details about your plan.

Copyright © 2019 Delta Dental. All rights reserved.
HL_PPO #12117SAE (rev. 5/19)

Plan Benefit Highlights for: Eureka City Schools (Certificated & Classified)

Group No: 07092 – 00326 & 00327

Effective Date: 7/1/2020

DELTA DENTAL PPO℠

BENEFIT HIGHLIGHTS

In this incentive plan, Delta Dental pays 70% of the PPO contract allowance for covered diagnostic, preventive and basic services and 70% of the PPO contract allowance for major services during the first year of eligibility. The coinsurance percentage will increase by 10% each year (to a maximum of 100%) for each enrollee if that person visits the dentist at least once during the year. If an enrollee does not use the plan during the calendar year, the percentage remains at the level attained the previous year. If an enrollee becomes ineligible for benefits and later regains eligibility, the percentage will drop back to 70%.

Eligibility	Primary enrollee, spouse and eligible dependent children to the end of the month dependent turns age 26			
Deductibles	None			
Maximums	$2,000 per person each calendar year			
D & P counts toward maximum?	Yes			
Waiting Period(s)	Basic Benefits None	Major Benefits None	Prosthodontics None	Orthodontics None

Benefits and Covered Services*	Delta Dental PPO dentists**	Non-Delta Dental PPO dentists**
Diagnostic & Preventive Services (D & P) Exams, (2) cleanings and x-rays	70 - 100 %	70 - 100 %
Basic Services Fillings, posterior composites and sealants	70 - 100 %	70 - 100 %
Endodontics (root canals) Covered Under Basic Services	70 - 100 %	70 - 100 %
Periodontics (gum treatment) Covered Under Basic Services	70 - 100 %	70 - 100 %
Oral Surgery Covered Under Basic Services	70 - 100 %	70 - 100 %
Major Services Crowns, inlays, onlays and cast restorations	70 - 100 %	70 - 100 %
Prosthodontics Bridges, dentures and implants	50 %	50 %
Orthodontic Benefits Dependent children	50 %	50 %
Orthodontic Maximums	$1,000 Lifetime	$1,000 Lifetime
Dental Accident Benefits	100 % (Separate $1,000 maximum per person each calendar year)	

* Limitations or waiting periods may apply for some benefits; some services may be excluded from your plan. Reimbursement is based on Delta Dental contract allowances and not necessarily each dentist's actual fees.

** Reimbursement is based on PPO contracted fees for PPO dentists, Premier contracted fees for Premier dentists and the program allowance for non-Delta Dental dentists.

Delta Dental of California	Customer Service	Claims Address
560 Mission St., Suite 1300 San Francisco, CA 94105	866-499-3001	P.O. Box 997330 Sacramento, CA 95899-7330

deltadentalins.com

This benefit information is not intended or designed to replace or serve as the plan's Evidence of Coverage or Summary Plan Description. If you have specific questions regarding the benefits, limitations or exclusions for your plan, please consult your company's benefits representative.

HLT_PPO_INCEN_DDC (Rev. 04/30/2020)

A Look at Your VSP Vision Coverage

With VSP and EUREKA CITY SCHOOLS, your health comes first.

As a member, you'll get access to savings and personalized vision care from a VSP network doctor for you and your family.

Value and savings you love.
Save on eyewear and eye care when you see a VSP network doctor. Plus, take advantage of Exclusive Member Extras which provide offers from VSP and leading industry brands totaling over $3,000 in savings.

Provider choices you want.
With private practice doctors and Visionworks retail locations to choose from nationwide, getting the most out of your benefits is easy at a VSP Premier Edge™ location.

vsp PREMIER edge — Preferred private practice and retail in-network choices: private practice doctors, Visionworks

Quality vision care you need.
You'll get great care from a VSP network doctor, including a WellVision Exam®. An annual eye exam not only helps you see well, but helps a doctor detect signs of eye conditions and health conditions, like diabetes and high blood pressure.

Using your benefit is easy!
Create an account on **vsp.com** to view your in-network coverage, find the VSP network doctor who's right for you, and discover savings with exclusive member extras. At your appointment, just tell them you have VSP.

vsp vision care

More Ways to Save

Extra
$20
to spend on Featured Frame Brands†

bebe · Calvin Klein · COLE HAAN · DRAGON · FLEXON · LONGCHAMP · and more

See all brands and offers at **vsp.com/offers.**

+

Up to
40%
Savings on lens enhancements‡

Create an account today.
Contact us: **800.877.7195** or **vsp.com**

Your VSP Vision Benefits Summary

EUREKA CITY SCHOOLS and VSP provide you with an affordable vision plan.

PROVIDER NETWORK:
VSP Signature
EFFECTIVE DATE:
07/01/2024

vsp vision care

BENEFIT	DESCRIPTION	COPAY	FREQUENCY
Your Coverage with a VSP Provider			
WELLVISION EXAM	• Focuses on your eyes and overall wellness • Routine retinal screening	$5 for exam and glasses Up to $39	Every 12 months
ESSENTIAL MEDICAL EYE CARE	• Retinal imaging for members with diabetes covered-in-full • Additional exams and services beyond routine care to treat immediate issues from pink eye to sudden changes in vision or to monitor ongoing conditions such as dry eye, diabetic eye disease, glaucoma, and more. • Coordination with your medical coverage may apply. Ask your VSP network doctor for details.	$5 per exam	Available as needed
PRESCRIPTION GLASSES			
FRAME*	• $170 Featured Frame Brands allowance • $150 frame allowance • 20% savings on the amount over your allowance	Combined with exam	Every 12 months
LENSES	• Single vision, lined bifocal, and lined trifocal lenses • Impact-resistant lenses for dependent children	Combined with exam	Every 12 months
LENS ENHANCEMENTS	• Standard progressive lenses • Premium progressive lenses • Custom progressive lenses • Average savings of 40% on other lens enhancements	$0 $80 - $90 $120 - $160	Every 12 months
CONTACTS (INSTEAD OF GLASSES)	• $120 allowance for contacts and contact lens exam (fitting and evaluation) • 15% savings on a contact lens exam (fitting and evaluation)	$0	Every 12 months
ADDITIONAL SAVINGS	**Glasses and Sunglasses** • Discover all current eyewear offers and savings at **vsp.com/offers**. • 30% savings on unlimited additional pairs of prescription or non-prescription glasses/sunglasses, including lens enhancements, from the same VSP provider on the same day as your WellVision Exam. Or get 20% savings from a VSP provider within 12 months of your last WellVision Exam.		
	Laser Vision Correction • Average of 15% off the regular price; discounts available at contracted facilities. • After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor		
	Exclusive Member Extras for VSP Members • Contact lens rebates, lens satisfaction guarantees, and more offers at **vsp.com/offers**. • Save up to 60% on digital hearing aids with TruHearing®. Visit **vsp.com/offers**/special-offers/hearing-aids for details. • Enjoy everyday savings on health, wellness, and more with VSP Simple Values.		

YOUR COVERAGE GOES FURTHER IN-NETWORK

With so many in-network choices, VSP makes it easy to get the most out of your benefits. You'll have access to preferred private practice, retail, and online in-network choices. Log in to **vsp.com** to find an in-network provider.

*Only available to VSP members with applicable plan benefits. Frame brands and promotions are subject to change.
†Savings based on doctor's retail price and vary by plan and purchase selection; average savings determined after benefits are applied. Ask your VSP network doctor for more details.
•Coverage with a retail chain may be different or not apply.

VSP guarantees member satisfaction from VSP providers only. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable laws, benefits may vary by location. In the state of Washington, VSP Vision Care, Inc., is the legal name of the corporation through which VSP does business. TruHearing is not available directly from VSP in the states of California and Washington. Premier Edge is not available for some members in the state of Texas.

To learn about your privacy rights and how your protected health information may be used, see the VSP Notice of Privacy Practices on **vsp.com**.

©2024 Vision Service Plan. All rights reserved.
VSP, Eyeconic, and WellVision Exam are registered trademarks, and VSP LightCare and VSP Premier Edge are trademarks of Vision Service Plan. Flexon and Dragon are registered trademarks of Marchon Eyewear, Inc. All other brands or marks are the property of their respective owners. 102898 VCOM

Classification: Restricted

APPENDIX E

Eureka City Schools
CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION FORM

Employee Name: _____

Title: _____

Location: _____

Division/Dept.: _____

	Probationary 45 Days		Probationary 5th Month		Annual
Evaluation Rating Period		From:			

C = Completed I = In Progress W = Withdrawn

PART A: GOALS FROM PREVIOUS EVALUATION PERIOD	CURRENT STATUS
	C I W C I W C I W C I W

PART B: Evaluate the employee's performance in his/her current assignment for the evaluation period indicated above, and provide examples of performance as well as comments in the spaces provided under each rating (use additional pages if needed). Your comments should be used as a guide in the development of Goals and Objectives for the upcoming evaluation year (see PART D).

DEFINITIONS:

- Exceeds = Exceeds the required standard of performance for this factor.
- Satisfactory = Meets the required standards of performance for this factor.
- Needs Improvement = Performance concerns are occasional and performance must improve to meet standards.
- Unsatisfactory = Performance concerns are consistent and/or serious. Previous supervisor counsel, additional training, and/or other attempts to improve have not resulted in the required standard of performance for this factor.

PERFORMANCE FACTORS AND RATINGS:

1. **KNOWLEDGE OF APPLICABLE POLICIES AND PROCEDURES:** employee demonstrates knowledge of the rules, regulations and procedures required to perform the duties of this position. Employee knows why things are done and learns work quickly.

☐ Exceeds ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

2. **CONTACT WITH CO-WORKERS AND OTHER DISTRICT EMPLOYEES, COOPERATION, AND EXPRESSION:** employee uses courtesy, tact, discretion and patience in relationships with co-workers and those who are outside the immediate work area; employee demonstrates a willingness and ability to work effectively with others to achieve common goals.

☐ Exceeds ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

3. **CONTACT WITH THE GENERAL PUBLIC AND EXPRESSION:** employee uses courtesy, tact, discretion and patience in relationships with and service to the general public; employee demonstrates the ability to communicate in a manner appropriate to the situation and his/her position. (not applicable for every position)

☐ Exceeds ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

4. **USE OF INDEPENDENT JUDGMENT:** employee can assemble available data, facts, and information to make a decision within the parameters of the job. Employee demonstrates proper attention to detail and reasoning is consistent.

☐ Exceeds ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

5. **ATTITUDE:** employee demonstrates interest, enthusiasm and cooperation in his/her work, and with his/her associates. Employee accepts constructive criticism.

☐ Exceeds ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

6. **INITIATIVE AND PLANNING AND ORGANIZATION OF WORKLOAD:** employee demonstrates the ability to perform assigned jobs without detailed instructions. Employee demonstrates ability to see difficult jobs to completion and is eager to improve job performance where needed; employee is able to meet scheduled deadlines, can anticipate potential problems with various workloads, and take appropriate action to avoid them.

☐ Exceeds ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

7. **RESPONSIBILITY:** employee is willing to assume and carry out assignments and is accountable for actions.

☐ Exceeds ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

8. **QUALITY OF WORK:** completed work is accurate, neat and demonstrates attention to details.

☐ Exceeds ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

9. **ADAPTABILITY:** employee demonstrates flexibility in the roles and responsibilities of the position.

☐ Exceeds ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

10. **USE OF SAFETY PROCEDURES:** employee demonstrates ability to use department safety precautions and to use equipment and supplies according to established safety procedures.

☐ Exceeds ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

11. **ATTENDANCE:** employee arrives at work on time, adheres to time allotted for breaks and lunch periods; complies with procedures concerning absenteeism, requests for vacation and leaves of absence, reporting of sick leave, and other time off duty.

☐ Exceeds ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

12. **OTHER FACTOR(S):** (if applicable, use this section to rate additional factors. These performance factors must relate directly to the position classification and to its essential functions and must apply to the last evaluation year.)

☐ Exceeds ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

PART C: OVERALL APPRAISAL

During the evaluation year, the employee's overall performance in this job can be described as follows:

_____ Exceeds the required standard of performance for this position. Employee fully understands the positions responsibilities and required level of performance and is able to maintain a consistently high quality o: work.

_____ Meets the required standard of performance for this position. Employee demonstrates satisfactory understanding of job responsibilities and required level of performance.

_____ Performance concerns were occasional and require improvement. Employee has been counseled by the supervisor and goals for improvement have been established pursuant to Part D. Performance is expected to improve sufficiently to meet job standards during the upcoming evaluation year.

_____ Performance is unsatisfactory and consistently falls below the required standard for this position; counseling by the supervisor and repeated warnings have not resulted in the required improvement of employee performance. Goals for improvement have been developed, pursuant to Part D, and employee will be re-evaluated in three months.

Comments:

STATUS OF PROBATION PERIOD (for use in evaluating probationary employees by the end of 45 days of paid service and within the 5th month of employment).

_____ New employee has demonstrated the knowledge, skills and abilities required to perform the essential functions of this position at an acceptable performance standard.

_____ New employee needs immediate improvement in some areas of performance, additional training and improvement required immediately in order to complete the probationary period.

_____ New employee performance falls below the acceptable performance standard. Employee may not be recommended for completion of the probationary period.

PART D: GOALS AND OBJECTIVES – NEXT EVALUATION PERIOD (if necessary, completion of Part D should follow supervisor/employee discussion about improvements and/or needed training; upcoming changes to division/department mission and goals; anticipated new technology, policies, and procedures that may influence employee objectives for the upcoming evaluation year). Attach additional pages if needed.

GOALS AND OBJECTIVES

PART E: EMPLOYEE SIGNATURE

_____ I have read the factor ratings and comments in this performance evaluation form, and have discussed them with my immediate supervisor and/or division/department administrator.

Employee Signature: _____ Date: _____

_____ In signing this report, I do not agree with the conclusions of the rater. I have attached to the performance evaluation specific details regarding my disagreement to the assessment stated in this performance evaluation.

PART F: SUPERVISOR AND ADMINISTRATOR SIGNATURES

I/we met with the employee to discuss the performance evaluation on (date) _____

Immediate Supervisor: _____ Date: _____

Div/Dept. Administrator: _____ Date: _____

Note: Please forward the completed and signed form and attachments to the Personnel Services Office.

APPENDIX F

Eureka City Schools

Classified Unit Reclassification Request Form

Applicant's Name/s: _____ **Date Submitted**:_____

_____

_____

Job Classification (Job Title): _____

1. **Summary of Basis for Request.**

2. **Supporting documents attached:**

   A. Current Job Description

   B. Proposed Job Description

3. **Optional – Please highlight/outline the differences.**

Complete request must be received by January 31 in order to be considered for implementation effective July 1.

_____

Employee's Signature(s):

_____

_____

_____

Supervisor's Signature: _____**Date:** _____

Supervisor's signature indicates review of application only.

APPENDIX G – PROFESSIONAL GROWTH 2024-25

Professional Growth Plan & Commitment Form - SY 2026/2027

Name: _____ **Job Title:** _____

Current Assignment: _____ **Ph. #** _____

A maximum of three (3) sets of forty-five (45) hours of ***approved*** professional growth may be completed for schedule movement within one (1) academic school year and Pro Growth is limited to a lifetime maximum of five (5) percent per employee.

1 semester unit = 15 hours
1 quarter unit = 10 hours

I am committing to complete the above module/s during the 2026 - 2027 school year. I understand all coursework must be completed by the first day of the 2027-2028 academic school year. I am responsible to provide the required documentation verifying completion of the below courses to Personnel by December 1, 2027. If I am unable to complete the courses prescribed in this plan before the first day of the 2027 - 2028 school year, I will either withdraw this plan before July 1, 2027 or repay any increase in pay based on completion of this plan.

Signature:_____ **Date:**_____

Please list the name of course, the approved provider, and the duration of the class. Attach separate sheets if necessary. **Submit this form to personnel prior to March 15, 2027.**

Course Name	*Institution*	*# of Units*	*# of Hours*

Please review Section 6.11 of the CSEA Contract on the reverse side of this form before submitting.
Please note that increases are limited to 3% accumulated increase per year and 5% accumulated increase total.

For District Use Only:

Received Date:_____ Reviewers' Initials:_____

Approved:_____ Denied:_____

Comments:_____

CLASSIFIED PROFESSIONAL GROWTH

6.11 Professional Growth:

A. Professional development of all classified employees will be coordinated by the District.
   1. Professional growth for all employees shall be compensated by a one percent (1%) increase to the employee's salary (based on Step and Range at the time) for every forty-five (45) hours of approved professional growth. To qualify for initial step movement, the employee must have reached permanent status and must successfully complete the prerequisite course work in CPR/First Aid and CPI (Non-violent Crisis Intervention Training).
   2. A maximum of three (3) sets of forty-five (45) hours of approved professional growth may be completed for schedule movement within one (1) academic school year.
   3. Professional growth is limited to a lifetime maximum of 5% per employee.

B. March 15th shall be the final date for employees to indicate their intent to move on the salary schedule as a result of completing one or more sets of forty-five (45) hours.
   1. Course work must be completed before the first day of the academic school year.
   2. Verification of all applicable professional growth work must be presented to the Personnel Department no later than December 1.
   3. Application for Professional Growth may be made at any time. The Superintendent or designee will review all applications and advise the employee regarding his/her Professional Growth Plan or request additional information regarding the Plan.
   4. Successful completion of any course work described in this section is defined as making satisfactory progress in course content and at least 90 % attendance.
   5. Professional growth plans may include classes, courses or workshops offered through colleges or universities, the County Office of Education or similar institutions if the training is directly related to the employee's job duties.
   6. All classes taken at either College of the Redwoods or Humboldt State University must be successfully completed with a grade of "C" or better, or a pass grade if the class is taken on a pass/fail basis.
   7. Classes, Workshops and Trainings, etc., Needing Prior Approval – Applications must be made to the Superintendent or designee prior to initiating classes at colleges, universities, trade schools, or attendance at workshops/seminars. College courses – full semester credit granted by College of the Redwoods or Cal Poly Humboldt.

      1 semester unit = 15 hours 1 quarter unit = 10 hours

      An employee may request approval to repeat classes within an approved college level course from the Superintendent or designee. Employees attending summer encampments or training programs to fulfill their military obligation may be granted credit for up to and including six (6) semester units in accordance with the unit credit schedule. Credit as described in this section must gain prior approval by the Superintendent or designee.
   8. Expenses for classes or workshops taken for professional growth must be paid for by the employee. Professional growth will not be granted for classes or workshops in which expenses were paid by the District. All classes, workshops, seminars or trainings must be taken outside the employee's workday to qualify for professional growth units for salary purposes. Employees may use approved vacation hours and/or discretionary hours to cover such time.
   9. An employee whose Professional Growth Plan has been disallowed by the Superintendent or designee may within ten (10) working days of his/her notification, appeal the disallowance to the Professional Growth Review Panel for final decision.

      The Professional Growth Review Panel shall be comprised of the Chapter President of CSEA, the Vice Presidents of both Blue and White Collar units and three (3) District representatives. The ruling by the Professional Growth Review Panel shall be binding on all parties, and not subject to the grievance procedure.